

Acton Public and Acton-Boxborough Regional School Committees

June 20, 2013

7:00 p.m. Joint APSC and ABRSC Meeting 7:15 p.m. Joint APSC and ABRSC Executive Session 7:30 p.m. Return to Joint APSC and ABRSC Open Meeting 8:15 p.m. Acton Public School Committee Meeting

at the R.J. Grey Junior High Library

ACTON PUBLIC AND ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE MEETING

Library R.J. Grey Junior High School June 20, 2013
7:00 p.m. Joint APSC and ABRSC Open Meeting
7:15 p.m. Joint APSC and ABRSC Executive Session
7:30 p.m. Joint APSC and ABRSC Open Meeting
8:15 Acton Public School Committee Meeting (following Joint)

AGENDA

1.0 APSC and ABRSC CALL TO ORDER (7:00)

1.1 Superintendent's Annual Evaluation – Kim McOsker, Maria Neyland (addendum)

2.0 **JOINT SC EXECUTIVE SESSION** (7:15)

Strategy with respect to collective bargaining Strategy in preparation for negotiations with nonunion personnel

3.0 **JOINT SCHOOL COMMITTEE OPEN MEETING** (7:30)

4.0 **CHAIRMEN'S INTRODUCTION**

4.1 Visual Arts Department Presentation – Diana Woodruff

5.0 APPROVAL of MINUTES and STATEMENT of WARRANT (7:40)

- 5.1 APS minutes of 5/16/13 (addendum)
- 5.2 ABRSC minutes of 5/31/13 (addendum)
- 5.3 APS minutes of 6/3/13 (pre Special Town Meeting) (addendum)

6.0 **PUBLIC PARTICIPATION**

7.0 **JT SC BUSINESS** (7:45)

- 7.1 Superintendent's FY14 Contract
 - 7.1.1 ABRSC/APSC Approval of FY14 Contract <u>VOTE</u> *Maria Neyland, Dennis Bruce* See http://ab.mec.edu/hr/hrcontracts.shtml for existing contracts
- 7.2 Regionalization Update Maria Neyland
 - 7.2.1 Agreement for a Regional School District for the Towns of Acton and Boxborough MA as voted at Town Meetings on 6/3/13 (addendum)
- 7.3 ABRSC Recommendation to Approve FY14 Danny's Place Lease <u>VOTE</u> *Liza Huber* 7.3.1 Memo from Liza Huber re Next Steps, 6/18/13
- 7.4 ABRSC/APSC Recommendation to Approve OSA Contract **VOTE** Marie Altieri
- 7.5 ABRSC/APSC Recommendation to Approve AFSCME Contract **VOTE** Marie Altieri
- 7.6 Policy Subcommittee Update Brigid Bieber
 - 7.6.1 Wellness Policy revision, File: ADF **FIRST READING** *Liza Huber*
 - 7.6.2 Family and Medical Leave revision, File: GCCC/GDCC, **SECOND READING VOTE** *Marie Altieri*
 - 7.6.3 Small Necessities Leave, File: GCCCA/GDCCA, **SECOND READING** <u>VOTE</u> *Marie Altieri*
- 7.7 Recommendation to Approve FY14 Discovery Museum License Agreement <u>VOTE</u> *Steve Mills*
- 7.8 Consent Calendar:

Recommendation to Accept Gifts from Brian Sheth, Henry and Carol Lukas, MA Science Olympiad to ABRHS – <u>VOTE</u> – Steve Mills

ABRSC adjourns. APSC Meeting continues.

8.0 **APSC BUSINESS** (8:15)

- 8.1 APS FY'13 Year End Review and Expenditure Initiative Don Aicardi
 - 8.1.1 Presentation Slides
 - 8.1.2 Letter from Acton Finance Committee dated 5/30/13
- 8.2 Recommendation to Approve FY'14 Nonresident Tuition Charges **VOTE** Don Aicardi
- 8.3 Recommendation to Approve FY'14 Preschool Tuition Charge <u>VOTE</u> –Liza Huber (addendum)
- 8.4 Recommendation to accept Community Education funding for McCarthy Towne School **VOTE** *Steve Mills*
- 8.5 Recommendation to accept Community Education funding for Acton Elementary Schools' expenses associated with buildings used by Community Ed programs **VOTE** *Steve Mills*
- 8.6 Recommendation to accept Community Education funding to support the All Day Kindergarten Program school facilities— <u>VOTE</u> *Steve Mills*
- 8.7 School Committee Member Reports (*oral*)
 - 8.7.1 Acton Leadership Group (ALG) Report Dennis Bruce
 - 8.7.1.1 FY'14 ALG Representatives, Agenda for 6/27/13 (addendum)
 - 8.7.2 Health Insurance Trust (HIT) Report Kim McOsker
 - 8.7.3 OPEB Task Force Update Dennis Bruce
 - 8.7.4 Acton FinCom Report Dennis Bruce
 - 8.7.5 Acton BOS Report Paul Murphy

9.0 **FOR YOUR INFORMATION**

- 9.1 AB Regional High School
 - 9.1.1 Gifts
 - 9.1.2 School Business Liaison Report (addendum)
- 9.2 Pupil Services
 - 9.2.1 ELL Student Population, June 1, 2013
 - 9.2.2 Early Childhood Student Population Report, June 1, 2013
- 9.3 Enrollment Report June 1, 2013
- 9.4 Superintendent's School Wellness Advisory Committee Report
- 9.5 FY14 School Committee Meeting Calendar
- 9.6 FY14 School Year Calendar, approved 6/6/13
- 9.7 Community Presentation by Dr. Yong Zhao, July 23 at 7:00 pm, HS Auditorium
- 9.8 "Who's Minding the Schools?" New York Times, 6/8/13
- 9.9 U.S. House of Representatives Certificate of Special Congressional Recognition APS and ABRSD, Upon receipt of 2013 Green Ribbon Award from U.S. Dept of Education, Congratulatory Letter from U.S. Rep. Niki Tsongas
- 9.10 Response regarding Gun Violence letter, U.S. Senator Elizabeth Warren, 6/4/13 (add.)
- 9.11 Memo from C. Whitbeck re Douglas at Dawn & Dusk Revolving Account, 6/14/13 (add.)
- 9.12 Community Correspondence
 - 9.12.1 "Union Contracts" emails, Charlie Kadlec and Allen Nitschelm, 6/17/13 (add.)
- 9.13 School Newsletters

Conant Crier: http://conant.ab.mec.edu/pto/newsletter.html
Douglas Digest: http://douglas.ab.mec.edu/pto/digest.html
Gates Gazette: http://gatesschoolpto.org/gazette
McCarthy-Towne Bulletin: http://www.mctptso.org/bulletin/
Merriam Comm News: http://www.merriampto.org/Merriam
Carol P. Huebner Preschool: http://ab.mec.edu/Preschool/index.htm

10.0 **NEXT MEETINGS**

- July 9, 6:00 p.m. JT SC Workshop, RJG Jr High Library (Business starts at 6:30)
- August 22, 7:00 p.m. JT/AB/APS SC Meeting, RJG Jr High Library

ADJOURN

ACTON PUBLIC SCHOOLS ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT

ANNUAL CONSOLIDATED EVALUATION
OF THE
SUPERINTENDENT OF SCHOOLS
Dr. Stephen Mills
June 20, 2013

The School Committees would like to thank Dr. Mills for his fourth year of dedicated work on behalf of our students and staff during the 2012-2013 school year.

Dr. Mills should be proud of the school districts' accomplishments under his leadership this past year. He has put many improvements in place throughout the AB and APS systems as part of the Long Range Strategic Plan and other innovative initiatives ("Green" efforts that led to our district earning the Department of Education Green Ribbon School District Sustainability Award from the Secretary of Education, professional learning circles and experimental teaching approaches). He ties the management of the District back to the Long Range Strategic Plan to ensure sound decision making. His performance goals were met and his willingness to take risks by embracing the new evaluation system earlier than required and having an independent audit conducted for Special Education are admirable.

He continues to bring transparency to the District especially around the budget process. He has surrounded himself with an excellent staff who work well to ensure that these standards are consistently met. In terms of the budget planning, Dr. Mills and his staff have continuously educated the School Committee about the budget and financial issues affecting the schools.

He puts students' needs first and supported programs and services for academics, safety and the students' social and emotional well-being. He has successfully advocated for improved services for students with special needs as seen through the new learning center established for

students at the RJ Grey this past year and the FY14 funding for the Bridges program at the high school for next year.

While we applaud Dr. Mills' accomplishments, we would like to see him work to improve communication within the administration and the community. We faced several challenges that affected our school community this year – the substance abuse accidents involving former AB students in the late summer, the Newtown tragedy in December and the Boston Marathon bombing in April. While Dr. Mills and his staff worked to establish the Safety Task Force Committee as well as orchestrate forums on substance abuse topics, the Committees feel that his communication around these events should have been more timely and substantive. Dr. Mills' lack of communication resulted in the perception of a lack of leadership that was felt by the staff and community.

Another example is the email announcing the appointment of a new administrator that was seen as potentially undermining the candidate and emails sent to staff regarding policy changes that seemed hastily put together and resulted in backlash. We encourage Dr. Mills to consider utilizing staff members in discussion relating to messaging.

The other area of concern for the Committees is the change in the survey responses from last year to this year. We encourage Dr. Mills to reflect on the results and look to improve his staff relations and foster more trust among them.

Dr. Mills evaluation this year would be incomplete if we did not recognize his contribution and efforts that resulted in the successful passing of full regionalization. This is not only a historic event for the towns but an achievement of a goal identified early in his tenure at AB and APS. We look forward to supporting his efforts to continue to provide an excellent education to the students of Acton-Boxborough, Acton Public Schools and Blanchard School as we move to a fully regionalized system in 2014.

Appendix A. End-of-Cycle Summative Evaluation Report: Superintendent





End-of-Cycle Summative Evaluation Report: Superintendent

Superintendent:	Dr. Si	<u>Dr. Stephen Mills</u>			!	
Evaluator:	Acton Public Boxborough Re Commi	Acton Public and Acton- Boxborough Regional School Committees			9	6/20/13
		Name		Signature		Date
Step 1: Assess Progress Toward Goals (Complete page 3 first; circle one for each set of goal[s].)	s Toward Goals	s (Complete page 3	first; circle one for	r each set of goal[s].)		
Professional Practice Goal(s)	Goal(s)	Did Not Meet	Some Progress	Significant Progress	XXMet	Exceeded
Student Learning Goal(s)	ıl(s)	Did Not Meet	Some Progress	Significant Progress	XXMet	Exceeded
District Improvement Goal(s)	Goal(s)	Did Not Meet	Some Progress	Significant Progress	XXMet	Exceeded

Step 2: Assess Performance on Standards (Complete pages 4-7 first; then check one box for each standard.)

		μ		
	vement, or performance is consistently erall but is not considered to be a achieve proficiency within three years rmance.	Needs Improvemen	Proficient	Exemblary
			×	
			×	
Standard III: Family and Community Engagement			×	
Standard IV: Professional Culture			×	

End-of-Cycle Summative Evaluation Report: Superintendent

Step 3: Rate Overall Summative Performance (Based on Step 1 and Step 2 ratings; circle one.)

Unsatisfactory

Needs Improvement

Proficient

Exemplary

Step 4: Rate Impact on Student Learning (Check only one.) NOT APPLICABLE

Low

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Moderate

Step 5: Add Evaluator Comments

Comments and analysis are recommended for any rating but are required for an overall summative rating of Exemplary, Needs Improvement or Unsatisfactory or Impact on Student Learning rating of high or low.

Comments:

See attached summary.

5 of 8

			"	Staff Sun	rey Resul	Staff Survey Results February 2013	ıry 2013					E .		
					Superintendent	tendent								
Question	Stongl)	Stongly Agree	Agree	9	Do not agree or disagree	gree or ree	Disagree	8	Strongly Disagree	sagree	Z	N/A	Rating Average	Response
	Totals	%	Totals	%	Totals	%	Totals	%	Totals	%	Totals	%		
Is an effective instructional leader	46	16.85%	96	35.16%	99	24.18%	22	8.06%	8	2.93%	35	12.82%	3.76	273
Is effective in his role in the districts	09	22.39%	115	42.91%	53	19.78%	19	7.09%	о О	3.36%	12	4.48%	3.91	268
District goals are well developed and focus on improving teaching and learning	69	25.56%	136	50.37%	37	13.70%	1	4.07%	9	2.22%	ĮĮ.	4.07%	4.05	270
Is visible throughout the school district	47	17.15%	114	41.61%	43	15.69%	44	16.06%	16	5.84%	10	3.65%	3.71	274
Represents the districts well in the community	69	25.37%	106	38.97%	51	18.75%	13	4.78%	6	3.31%	24	8.82%	4.01	272
Represents the districts well to the School Committee	70	25.74%	102	37.50%	50	18.38%	14	5.15%	4	1.47%	32	11.76%	4.06	272
Develops strong and effective relationships with staff	40	14.76%	77	28.41%	69	25.46%	45	16.61%	26	9.59%	14	5.17%	3.46	271
Is a clear and effective presenter	22	20.88%	100	36.63%	53	19.41%	40	14.65%	19	%96'9	4	1.47%	3.58	273
Gets back to staff and parents in a timely manner	- 41	15.13%	71	26.20%	73	26.94%	5	1.85%	5	1.85%	9/	28.04%	3.82	271
Inspires confidence as a leader	63	23.08%	91	33.33%	09	21.98%	34	12.45%	19	%96'9	9	2.20%	3.72	273
Actively pursues ways to improve the district	84	30.77%	119	43.59%	39	14.29%	12	4.40%	11	4.03%	8	2.93%	4.10	273
Maintains students as the center of work and goals	80	29.41%	116	42.65%	43	15.81%	11	4.04%	10	3.68%	12	4.41%	4.10	272
Fosters trust and mutual respect	58	21.25%	88	32.23%	49	17.95%	44	16.12%	25	9.16%	6	3.30%	3.61	273
Inspires others to learn and grow and to improve their practice as educators	99	24.26%	102	37.50%	57	20.96%	25	9.19%	12	4.41%	10	3.68%	3.83	272

Is approachable	89	24.82%	101	36.86%	53	19.34%	28	10.22%	12	4.38%	12	4.38%	3.88	274
Is organized	52	20.37%	88	32.59%	70	25.93%	0	%00'0	2	0.74%	55	20.37%	4.06	270
Has a strong work ethic	92	33.82%	114	41.91%	36	13.24%	2	0.74%	9	2.21%	22	8.09%	4.20	272
Successfully engages all stakeholders in a shared educational vision	52	19.33%	86	36.43%	92	24.16%	22	8.18%	6	3.35%	23	8.55%	3.80	269
Reviews all options and effectively solves problems	46	17.10%	81	30.11%	75	27.88%	24	8.92%	7	2.60%	36	13.38%	3.75	269
Is willing to engage in difficult conversations	72	26.77%	107	39.78%	43	15.99%	17	6.32%	5	1.86%	25	9.29%	4.09	269
Makes difficult decisions	06	33.33%	120	44.44%	39	14.44%	9	2.22%	2	0.74%	13	4.81%	4.27	270
vonts weil with utilon reductioning and reps resolve concerns	58	21.40%	94	34.69%	09	22.14%	7	2.58%	3	1.11%	49	18.08%	4.01	271
Surrounds himself with a strong leadership team	115	42.28%	113	41.54%	29	10.66%	9	2.21%	₩.	0.37%	8	2.94%	4.35	272
Plans and leads well-run and engaging meetings	47	17.54%	79	29.48%	89	25.37%	19	7.09%	7	2.61%	48	17.91%	3.71	268
rias su orig writteri ariu verbar coriiiruniicauoris skills	57	21.03%	100	36.90%	54	19.93%	39	14.39%	14	5.17%	7	2.58%	3.65	271
Develops a budget in at uses available resources to support instruction	69	25.37%	115	42.28%	43	15.81%	17	6.25%	7	2.57%	21	7.72%	4.02	272
Is a role model for others throughout the district	59	21.77%	89	32.84%	89	25.09%	34	12.55%	13	4.80%	∞	2.95%	3.70	271

Overall Average

3.90

Staff Survey Results February 2013

School	Total Responses	Supt. Responses	Certified Staff
ABRHS	101	84	80
R. J. Grey	65	56	48
All Elementary	200	145	140
Totals	366	285	268
Individual Elementar Schools:			
Conant	. 35	28	26
Douglas	25	16	20
Gates	45	30	28
McCarthy-Towne	48	35	40
Merriam	38	28	30
Other	9	9	3

	Total Certified	Total Certified Staff	
Certified Staff Response Rate	Staff	Responses	Response Rate
	401	268	66.83%

5.1 A

ACTON PUBLIC SCHOOL COMMITTEE MEETING Draft Minutes

Library R.J. Grey Junior High School May 16, 2013 7:00 p.m.

Members Present:

Dennis Bruce, Mike Coppolino, Kim McOsker, Paul Murphy, Deanne

O'Sullivan (7:05), Kristina Rychlik

Members Absent:

none

Others:

Don Aicardi, Marie Altieri, Deborah Bookis, Liza Huber, Steve Mills, Beth Petr

The meeting was called to order by Chairman, Dennis Bruce at 7:02 p.m.

APPROVAL OF MINUTES and STATEMENT OF WARRANT

APS warrant #201323 dated 5/14/13 in the amount of \$256,567.35 was signed by the Chair and circulated to the Committee for signatures.

The meeting minutes of 3/21/13 were approved as amended Dennis Bruce and Kristina Rychlik abstained because they were not at that meeting.

PUBLIC PARTICIPATION

Alex Horowitz requested that a librarian be considered for each school immediately since funds are being turned back. He stated that this position was lost a long time ago and it was promised that it would eventually come back. Paul Murphy agreed.

EDUCATION REPORT

Damian Sugrue, Principal of the Conant School presented on his school's year long writing alignment project. This teacher driven initiative developed to fulfill three needs identified by staff. With help from Deborah Bookis and an outside consultant, the Conant staff and administration developed narrative writing rubrics for grades K-6 that are aligned to the Common Core Curriculum Frameworks.

Students' writing samples are passed along year to year, just like the test scores. This will build as years go by. In response to being asked whether student portfolios are electronic or hard copy, Deborah Bookis said that the state has asked schools not to invest in data storage yet, but she is keeping an eye on it. Electronic makes it much easier to pass the material along to the next teachers. This project just started with the Douglas school. Time s needed to work through the standards to make sure they are prompts connected to work that is already being done.

SCHOOL COMMITTEE BUSINESS

6.1 School Committee Member Reports

6.1.2 Board of Selectmen and FinCom Update

Paul Murphy reported that the BOS voted 3-2 to support the Regionalization article.

6.1.4 OPEB Task Force Update

Dennis Bruce reported no meeting last month, but they are waiting for other reports to come out before discussing a new OPEB number.

6.2 APS Food Services

Food Service Director, Kirsten Nelson, outlined this year's accomplishments including: success with the new Point of Sale/Parent on Line program, award of \$.06 performance based funding for all schools, Healthier US School Challenge Award received for all five elementary schools, and continued success of the Farm to School Program. She noted that only 5% of schools in the country received the Healthier US Challenge cash award. Referring to financials, previously lunch prepayments could not be tracked and would create a false balance on the revenue/expenses slide. Fund balances have dropped sharply.

A new lunch price law requires that the paid lunch revenue, at a minimum be equal to the Free Lunch Reimbursement. This means we have to charge at least \$2.65 and we currently charge \$2.50. The average Elementary Lunch costs \$2.79 within the 28 districts in TEC.

Kirsten explained the many benefits of our current payment system and the complicated requirements that school cafeterias must operate under. While she does not like to raise prices, sometimes healthier food, like fresh fruit and whole grains are more expensive. Kirsten and her staff were thanked by a member of the public and several Committee members for doing an excellent job.

Kim McOsker moved, Paul Murphy seconded and it was unanimously, **VOTED**: to increase the APS school lunch A price to \$2.75 effective July 1, 2013.

6.3 Douglas School Assistant Principal Update

Dr. Mills introduced Jenna Larrenaga, the new Douglas School Assistant Principal.

6.4 3rd Ouarter FY13 Budget Report

The current FY13 year end estimate is \$324,000. This is 1.22% of the \$26.5m budget. \$90,000 of year end money has been committed to security equipment per the Safety Task Force recommendations on 4/10/13. The Administration would like to spend an additional \$282,000 and return about \$42,000 at year end. This is still under consideration. Dr. Mills acknowledged that he would love to add a librarian, but using year end funds for that is not appropriate at this time. If regionalization passes, the Blanchard librarian's services may be accessible to APS. Mike Coppolino would like to see the Gates and Douglas Schools' needs, as opposed to anything that is "a nice to have". Paul Murphy agreed. They want to get the asbestos out of the Gates building, after a slow process over the past few years. Deanne O'Sullivan asked that "asbestos removal" be added back to the Gates slide as it was before, not just the description about carpet.

6.5 Regionalization Update

Dennis Bruce referred to materials posted at http://ab.mec.edu He reported that at the Joint BOS and FinCom meeting last week his presentation was well received. Peter Ashton and Dennis presented at the Acton BOS this week and the Board voted 3-2 to support Regionalization. The Finance Committee will meet on Tuesday. Huge thanks were given to Kim McOsker and Xuan Kong who presented at the League of Women Voters Forum, as well as Marie Altieri, Deborah Bookis, JD Head and Steve Mills who assisted. Kristina Rychlik reviewed the outreach plan. The broad based outreach will conclude tomorrow. Seven forums were completed in Acton and Boxborough and 5 remain. The Acton Chinese Language School will host a presentation on Sunday.

Alex Horowitz spoke from the public and asked if we fully regionalize how money that may be left over at year end will be allocated. Kim replied that it will probably be handled the same way it is now as Excess and Deficiency (E&D). Mike agreed that E&D would replace "free cash". The Committee could decide to lower the assessment if there are excess funds. Regarding Acton Leadership Group (ALG) going forward if there is full regionalization, Mike stated that there is still a dire need for Selectmen and Finance Committees from both towns. He suggested that there maybe there would be a regional representative on both ALG and Boxborough Leadership Forum (BLF). Kim stated that having separate ALG and BLF groups is important to keep each town's perspectives on things like police, fire and other community concerns. Steve Mills stated that the current structures, such as ALG and BLF, will stay in place for now.

John Petersen commented on the mechanics of exceeding E & D. He noted that when it happened before, which the amount over was used to reduce the assessment and that is how it is appropriated. Dennis noted that because we are just expanding our school district from 7-12 to Pre K-12, we already know who we deal with these issues if they come up. Mike commented that part of what is being asked about is Chapter 70 money. Now the Region and the Towns get the funding, but with full Regionalization it will not go to the towns and if the Committee bumps up against the E & D cap, the assessments would have to go down.

6.6 Kindergarten Registration Update

/al

Marie Altieri reported that they plan to continue having only 2 kindergartens at Gates and 3 at the other schools. 2/3 of families requested all day Kindergarten for September, an all time high. Two all day Kindergartens will be offered at McT and Douglas next year. Community Education has been very helpful and willing to partner with our schools, Conant in particular right now. (Slide 6 has a mistake to be fixed on it.) Per slide 7, the current projection for K was 270, we now have 268. A range of 19-23 is expected for these students from K-6. This is very good. The current 3^{rd} grade is a very large class. This appears to be a blip. While we're reducing class size we have also been reducing sections. It has been one at a time so it may not be evident. We don't have a single empty classroom in our school buildings.

The modulars are not permanent space and will need to be removed eventually. An important goal will be to move what is in them to classrooms. Currently there are 10-14 classrooms in modulars. Marie was asked if the increased All Day Kindergartens would provide more revenue. She replied that this brings more expense and more revenue, but when Kindergarten classes went from 23 and 24 students, to 20 or less, the All Day K revenue went down significantly so we are barely covering costs. Blanchard has All Day Kindergarten for all students and they pay. Full regionalization would mean All Day Kindergarten will be available to more Acton families.

Mike Coppolino said that going out 5 years, it appears that about 9 sections are being dropped at about \$650,000 by the time we reach that year. He asked if that is reflected in the "base case" and if our expense model was adjusted for this. Marie stated that we did to some extent, and she spoke to a Finance Committee member today about it.

Alex referred to slide 10 noting the general downward trend but he suggested showing where the Kind class started and where they went. (Go from 01 to 07) Marie did look at it and there was not much change. Under 07, add what the number was in 01 (6 year differential or a stacked bar showing what happened to that class year by year). Adding this would make the graph much more valuable, for some people. Alex also suggested the need to look at how much buildable land there is in both towns to see where things could go in the future. Marie replied that the 1999 enrollment projection showed the peak at the High School exactly when it did. Land is taken into account in the projections.

6.8 Process for Naming Acton Public Preschool Program

- 6.8.1 Naming of Facilities Policy, File: FF
- 6.8.2 Proposed Process for Naming our Program
- 6.8.3 Previous memo dated 3/15/13

Since the School Committee discussion on 3/21/13, Liza Huber has followed the policy and procedures for naming. She asked the School Committee to approve the screening committee as outlined. Mike noted that this was a program not a faculty which is a bit of a twist. The Committee agreed to Liza's request.

Kim McOsker reminded the Committee that their Superintendent's evaluations are due back to her. A combined evaluation, compiled by Kim and Maria Neyland, is needed by next Friday for review.

FOR YOUR INFORMATION

- 7.3 It was announced that Ed Kaufman will stay as Merriam Principal.
- 7.4 All-Staff Retirement Party June 13, 3:00-5:00, Wedgewood Pines Country Club, Stow With 28 retirees, including 16 teachers and 3 busdrivers, this is the highest number we have ever had. Marie thinks this is demographic. ERI was in the budget because this number was expected.

The meeting was adjourned at 8:53 p.m. Respectfully submitted, Beth Petr

List of Documents Used: See agenda

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE MEETING Draft Minutes

Library R.J. Grey Junior High School

May 31, 2013 5:15 p.m.

Members Present:

Brigid Bieber, Mary Brolin, Dennis Bruce, Paul Murphy, Deanne

O'Sullivan, Kristina Rychlik

Members Absent:

Michael Coppolino, Kim McOsker, Maria Neyland

Others:

Marie Altieri, Steve Mills, Beth Petr

The Acton-Boxborough Regional School Committee was called to order by Secretary Beth Petr at 5:15 p.m. in the absence of the Chairperson and Vice-Chairperson.

Deanne O'Sullivan moved that Dennis Bruce be elected Chairperson pro tem. Mary Brolin seconded. The motion was **VOTED** and unanimously approved.

Dr. Mills described the meeting on 5/29/13 with DESE Regionalization Director Christine Lynch and DESE attorney Deborah Comfort at the Department of Elementary and Secondary Education (DESE) in Malden. Also in attendance were: Mac Reid, Peter Ashton, Maria Neyland, Attorney Edward Lenox and Boxborough Town Counsel Brian Riley. With a few minor exceptions, Christine and Deborah were comfortable with the proposed Agreement dated 4/29/13. After making the changes, they gave preliminary approval to the proposed Agreement dated 5/29/13.

On 5/31/13, a question was raised about providing transportation to students in Section 3. E. Dr. Mills spoke with Christine Lynch who suggested adding "eligible" to the sentence. Attorney Ed Lenox agreed and provided the new proposed Agreement dated 5/31/13 for the meeting.

Mary Brolin moved, Bridget Bieber seconded and it was unanimously,

<u>VOTED</u>: to approve the revised Regional Agreement for Acton and Boxborough dated 5/31/13 as the proposed Agreement for the Town Meetings on 6/3/13.

The Committee reviewed the memo outlining the changes to the Agreement dated 4/29/13 that was printed in the town warrants. They agreed to distribute a revision at the Town Meetings.

Mary thanked all who attended the important meeting at the DESE.

The ABRSC adjourned at 5:32 pm.

Respectfully submitted, Beth Petr

List of Documents Used:

- PreK-12 Regional Agreement dated 5/31/13 with changes tracked
- PreK-12 Regional Agreement dated 5/29/13 with changes tracked
- Memo from Beth Petr to ABRSC dated 5/29/13 outlining changes to the proposed Agreement dated 4/29/13
- Proposed memo from ABRSC to Town Meeting participants dated 5/31/13 outlining changes to the proposed Agreement dated 4/29/13

ACTON PUBLIC SCHOOL COMMITTEE MEETING Draft Minutes

Room 102E Acton-Boxborough Regional High School June 3, 2013 6:00 p.m.

Members Present:

Dennis Bruce, Mike Coppolino, Kim McOsker, Paul Murphy, Deanne

O'Sullivan, Kristina Rychlik

Others:

Steve Mills, Beth Petr

The meeting was called to order at 6:10 p.m. by Dennis Bruce, Chair of the Acton Public School Committee.

Dennis outlined his presentation on PreK - 12 Regionalization for the Special Town Meeting that would start at 7:00 p.m. He also explained the six minor changes to the proposed Regional Agreement dated 4/29/13 printed in the warrants, as outlined in the memo dated 5/31/13.

Michael Coppolino moved, Paul Murphy seconded, and it was unanimously,

<u>VOTED</u>: to support the substitute PreK-12 Regional Agreement dated 5/31/13, as approved by the Acton-Boxborough Regional School Committee on 5/31/13.

The Acton Public School Committee adjourned at 6:30 p.m.

Respecfully submitted Beth Petr

List of Documents Used:

- Presentation slides for 6/3/13 Special Town Meeting by Dennis Bruce
- Substitute PreK-12 Regional Agreement dated 5/31/13 with changes tracked
- Memo dated 5/31/13 from ABRSC members to Acton and Boxborough Selectmen, "Changes to the 4/29/13 Proposed Regional Agreement for Special Town Meetings on June 3, 2013 in Acton and Boxborough"

AGREEMENT

FOR A REGIONAL SCHOOL DISTRICT

FOR THE TOWNS OF

ACTON AND BOXBOROUGH, MASSACHUSETTS

(As revised effective July 1, 2014)

(As approved March 21, 1955 and As Amended on: October 10, 1955 October 1, 1956 March 9, 1959 December 27, 1973 October 5, 1998 and June 3, 2013)

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 official seal of said Acton-Boxborough Regional School District this 4th day of June, 2013.

Acton-Boxborough Regional School District

AGREEMENT

This Agreement is intended to establish 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, 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 Actor 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.

E. School transportation shall be provided by the Regional School District for all eligible students residing in the member towns who are enrolled in the District, grades pre-K through 12.

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 town will be guaranteed at least one school within its borders.
- Effective July 1, 2014, the Town of Acton and the Town of Boxborough will sell B. 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 B and C above.
- 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. All amendments are subject to the approval of the Commissioner of Education.

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.
- 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 4th day of June, 2013.

I hereby certify that the above Regional Agreement was approved by vote of the Town of Acton held on June 3,	Acton-Boxborough Regional School Committee:
By Ja P Ahuulh Fown Clerk, Acton	Maria Neyland, Chairperson
I hereby certify that the above Regional Agreement as approved by vote of the Town of Boxborough held on June 3,	Brigid Bieber
By El A Martin Clerk, Boxborough	Mary Brolin
	Dennis Bruce
	Michael Coppolino
	Kim McOsker
	Paul Murphy
	Deanne O'Sullivan
	Kristina Rychlik

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%.
- 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 1.49% 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 1.45% 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 1.49% to 82.43% and Boxborough's actual assessment percentage will be raised by 1.49% to 17.57%, 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.

IN WITNESS WHEREOF the parties have caused these presents to be signed, sealed and deliverd by the officers of each hereunto duly authorized this 4th day of June 2013.

Acton-Boxborough Regional Sch	ool Committee:
Maria Neyland, Chairperson	_
Brigid Bieber	_
Bright Blood	
Mary Brolin	
Dennis Bruce	_
Michael Coppolino	_
whenael Coppolino	
Kim McOsker	
Paul Murphy	
Deanne O'Sullivan	_
Kristina Rychlik	_



Boxborough Town Clerk

29 Middle Road, Boxborough, Massachusetts 01719 Phone: (978) 263-1116 • Fax: (978) 264-3127 elizabeth.markiewicz@town.boxborough.ma.us

I, Elizabeth Markiewicz, Clerk of the Town of Boxborough, hereby do certify that the following is a true copy of the action taken on Article 1 at the Special Town Meeting held on June 3, 2013, at the Blanchard Memorial School in Boxborough, Massachusetts, with the adjourned session held on June 3, 2013, at the Holiday Inn Boxborough, 242 Adams Place, Boxborough, MA:

ARTICLE 1 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.

Motion: Maria Neyland, Chair of the Boxborough School Committee, moved that the Town accept the amendments to the Acton Boxborough Regional School District Agreement as set forth in the warrant with the changes voted and approved by the Regional School Committee at its meeting held on May 31, 2013.

Action on Article 1, June 3, 2013: The motion on Article 1 passed by a majority vote by secret ballot.

Yes: 439

No: 195

A true copy, attest:

Elizabeth A. Markiewicz Boxborough Town Clerk

Elizaben A. Wartzein ?



TOWN OF ACTON 472 MAIN STREET ACTON, MASSACHUSETTS, 01720 TELEPHONE (978) 929-6620 FAX (978) 929-6340

clerk@acton-ma.gov

TOWN CLERK, ACTON, MA

À THUE COPY, ATTEST:

N CLERK

ABSTRACT OF THE ANNUAL TOWN MEETING HELD
MONDAY, JUNE 3, 2013, 7:00 P.M.
ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL AUDITORIUM
NUMBER OF REGISTERED VOTERS ATTENDING TOWN MEETING
JUNE 3, 2013 – 566

ARTICLE 1 AMENDMENTS TO REGIONAL SCHOOL AGREEMENT (Majority vote, by Ballot)

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.

MOTION: Mr. Bruce moves that the Town accept the amendments to the Regional School Agreement consistent with the Article in the handout which includes the Agreement dated 5-31-13.

MOTION CARRIES

Ballot count: Yes: 349 No: 194 Total: 543

TO: Dr. Stephen Mills

FR: Liza Huber RE: Danny's Place DATE: June 18, 2013

Brief history:

Over the last ten years, Danny's Place has served as a location where adolescents felt "at home" with their peers. It served as a setting, which replaced a gap in the day where there were few activities for these youngsters.

Danny's Place was established about 10 years ago with a Board of Directors and the generosity of Danny's parents as a tribute to their son whom they lost through tragic circumstances. The mission of both keeping youngsters involved and a living memorial to Danny has been the focus of Danny's Place.

Current challenges:

At this juncture, the use of existing space has become an increasingly urgent topic of consideration. For example, the CASE alternative high school, housed in the Administration Building, needs more space. The Preschool requires significant expansion as well.

These space requirements give us the opportunity for having open dialogue with Danny's parents, the Board of Directors, and the schools about the perpetual memorial for Danny, the location of Danny's Place, and the need for space utilization.

Next steps:

- 1. A discussion with the parents, possibly the Board of Directors, and the schools to discuss a) the mission of Danny's Place, b) how to keep the memory and mission alive so that other youngsters can benefit from the program, and c) how are alternative programs and locations part of this equation, while keeping the integrity of Danny's Place in mind.
- 2. An examination of the possibility of expanding the current ABRHS Saturday night programs for youth, and
- 3. An examination of the possibility of finding an alternative community setting for Danny's Place, providing an alternative site for program integration and immersion.

Conclusion:

The schools recognize the importance of such a program, the dedication of the parents and their generosity. Keeping in mind these factors and the stresses of space utilization on the schools, we want to carefully craft a plan that is sensitive and respectful to all parties, including a thoughtful and reflective timetable for implementation. A one year lease extension is recommended.

DANNY'S PLACE LEASE 2014

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This Lease Contract is hereby entered into between the Acton-Boxborough Regional School District (hereinafter referred to as the Lessor) (with the approval of the Acton-Boxborough Regional School Committee pursuant to M.G.L. Chapter 40, Section 3) and Daniel James McCarthy Memorial Fund, Inc., a not-for-profit corporation (hereinafter referred to as the Lessee).

1. <u>PREMISES AND TERM</u>. For and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Lessee to be kept, observed, and performed, the Lessor has demised and leased, and do by these presents demise and lease unto the Lessee, the following-described real estate:

That portion of the former Florence A. Merriam Elementary School building located on Charter Road in Acton, Massachusetts, described as: a portion of the former Cafetorium and geographically outlined on Attachment One to this Lease, as well as the non-exclusive right to use the corridors and common areas not otherwise leased.

To have and to hold the above-described premises with all the rights, privileges, easements and appurtenances thereunto belong unto the Lessee for the term commencing on the 1st day of July 2013, and ending on the 30th day of June 2014, unless the term shall be sooner terminated as hereinafter set forth.

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2. <u>RENTALS</u>. (a) In consideration thereof, the Lessee hereby covenants and agrees to pay to Lessor as rental for the demised premises the sum of Twenty-Five Thousand Six Hundred and Twenty-Five dollars (\$25,625) as follows:

An annual rental of Twenty-Five Thousand Six Hundred and Twenty-Five dollars (\$25,625) in equal installments payable monthly in advance on or before the first day of each month. Furthermore, a payment of \$1,000 has been made, to be held by the Lessor in an interest bearing account as a security deposit. Said deposit to be refunded at the end of the rental term, except that such portion thereof as might be applied by the Lessor to remedy any breach of paragraph 4 hereof at any time during the lease period.

- (b) It is hereby covenanted and agreed that all of the payments shall be made at the office of the Lessor, or at such other place as they may from time to time designate in writing, and without any deduction whatever, and in legal tender of the United States of America.
- 3. <u>INTEREST</u>. It is further covenanted and agreed that should any installment or installments of rent or other charges provided for under the terms of this lease be not paid when due, the same shall bear interest at the rate of twelve percent (12%) per annum from the date the same shall become due as herein provided.
- 4. <u>USE AND CARE OF PREMISES</u>. It is further covenanted and agreed that Lessee will not permit or suffer the commission of waste; nor permit the premises of the buildings thereon to be used for any vicious or immoral purposes, or for any purpose that will substantially

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increase the rate of insurance thereon, or for any purpose in violation of the state laws, federal laws, or municipal ordinances, rules and regulations, now or hereafter in force and applicable thereto; and that Lessee shall keep and maintain the premises in a clean, safe, secure and wholesome condition; and that the Lessee shall keep the Lessor harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through any use, misuse or nonuse of the premises, or by reason of any act or thing done or undone on, in or about the premises or in relation thereto. The Lessee further covenants and agrees that he will promptly, at his own expense, make and pay for any and all changes and alterations in or about the premises, buildings, improvements and fixtures necessary, during the term of this lease, for program certification by town or state; and to save the Lessor harmless and free from all cost, damage or annoyance in respect thereto. The Lessee further covenants and agrees that it will, during the demised term, at its own expense, keep the premises in the same reasonable condition as it is at the time of the commencement of the lease, reasonable wear and tear, and damage by fire excepted.

- 5. EXAMINATION AND INSPECTION OF PREMISES. The Lessee further covenants and agrees that the Lessor shall have the privilege at all reasonable times of entering upon the demised premises for the purpose of inspecting the property and determining whether all of the terms, agreements, covenants and conditions herein contained are being complied with by the Lessee.
- 6. TITLE TO FIXTURES AND IMPROVEMENTS. The Lessee further covenants and agrees to and with the Lessor that all improvements and additions thereto which shall be erected on the demised premises, together with all fixtures and appurtenances that may from time to time be installed in the premises, shall be and remain the property of the Lessor, and that at the expiration of this lease, or in the event of the termination of this lease at any time before the same would expire by lapse of time, because of default or breach on the part of Lessee of any of the terms, agreements, covenants or conditions of this lease, or by reason of an agreement of the parties, or of any other fact, condition or circumstance, the Lessee shall and will yield and surrender up the premises, and all of the improvements, fixtures and appurtenances then thereon or therein, in good condition and repair to the Lessor without any compensation whatever, and the same shall belong absolutely to the Lessor. There is excluded from this paragraph appliances, such as movable air conditioners and stoves, which the Lessee may remove from the premises at the termination of lease.
- 7. PROVISION FORBIDDING ALTERATION OR ADDITION. The Lessee further covenants and agrees that it will not, at any time during the term, without the license in writing of the Lessor, first obtained, make any alteration or addition whatsoever in or to the premises, either externally or internally. Notwithstanding the foregoing, Lessee may undertake the contemplated internal renovations to make the premises fit for its contemplated use provided however that such renovations shall be first subject to Lessor's prior written approval. Lessee shall be responsible to obtain at its own cost and expense any permits and licenses (i) needed for its use of the premises and (ii) needed for the contemplated alterations. Lessee shall be solely responsible of its own cost and expense for compliance with the American Disabilities Act and applicable state access requirements

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arising out of its use and/or alteration of the premises including any upgrade requirements that are required in other portions of the building because of Lessee's alterations.

All alterations and additions put in at the expense of the Lessee shall be the property of the Lessor and shall remain upon and be surrendered with the premises as part thereof at the termination of this lease.

- 8. <u>PROVISION AGAINST ASSIGNMENT OR SUBLETTING</u>. The Lessee further covenants and agrees that it will not assign or underlet the premises, or any part thereof, without the previous consent in writing of the Lessor.
- 9. <u>PERMITTED USES</u>. The Lessee covenants and agrees that the use of the premises by Lessee will be limited to: a youth center that operates a regular after-school schedule and special events on evenings and weekends shall be subject to Lessor's reasonable approval; unless the Lessor grants written license for other uses of the premises.
- 10. PROVISION FOR RIGHT OF ENTRY BY LESSOR TO REPAIR. The Lessor reserves the right from time to time at its own expense and by its officers, agents and contractors to make such renovations, repairs and changes in and about the leased premises as to the Lessor seems desirable, and the Lessee agrees to make no claim against the Lessor, its officers, agents and contractors for interference with their leasehold interests or for loss or damage to their business during such renovations, repairs and changes.
- 11. PROVISION PROHIBITING DEFACEMENT AND STORAGE OF EXPLOSIVES OR INFLAMMABLES. The Lessee will not injure, overload or deface or suffer to be injured, overloaded or defaced the premises or any part thereof. There shall not be kept or used on the premises any inflammable or explosive materials or liquids, save as may be necessary or appropriate for use in the business of the Lessee.
- 12. PROVISION FOR FURNISHING OF HEAT BY LESSOR. Lessor shall, at his expense, heat all of the rented premises Monday through Sunday during the normal heating season during normal working hours. In case it shall become necessary or proper at any time, as a result of accidents, or in order to improve the condition or operation of the heating apparatus, plumbing, boiler, machinery, or anything appertaining thereto, to suspend the operation of the heating apparatus or other service, until all necessary repairs or improvements shall have been made and completed, Lessor shall be at liberty to do the same without in any manner or respect affecting or modifying the obligations or covenants of the Lessee herein contained and without liability to the Lessee; provided however that such repairs and improvements shall be made and completed as expeditiously as possible, and shall be undertaken whenever possible outside of the heating season, and when this is not possible, with due regard to the necessity of the Lessee's maintenance of continuous operations.
- 13. PROVISION FOR FURNISHING OF WATER, ELECTRICITY AND OTHER UTILITIES. The Lessor covenants to pay any and all charges for water and other utilities used by the Lessee. However, to the extent that the Lessor's actual costs for providing services exceed the actual expense incurred by the Lessor to (heat) (provide water septic,

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electricity and other utilities) the Merriam building during the period July 1, 2013 through June 30, 2014, each lessee's rental will be increased in the proportion that each lessee's area bears to the total leased area in the building. Any such (heat, water, septic, electricity and other utility) escalator shall be calculated on June 30th of each rental year and applied to the following year's rental payment or proportion thereof. Lessee shall provide for its own telephone and internet services at its own cost and expense. PROVISION FOR SNOW AND ICE REMOVAL BY LESSOR. The Lessor covenants that he will keep clear of snow and ice all walks and stairways used by the Lessee in common with the Lessor or other tenants. MAINTENANCE OF EXTERIOR AND COMMON AREAS. The Lessor shall provide cleaning and maintenance services in the common or shared areas of the structure and the surrounding grounds. In addition, the Lessor will provide for normal trash removal from the leased premises, wax tile floors and vacuum rugs or carpeted areas. Unless otherwise specifically provided for in this instrument, the Lessor shall not provide any other cleaning or minor maintenance in the leased premises which shall be Lessee's responsibility. All communications with the Lessor in regard to maintenance or custodial matters should be directed to the Lessor's Director of Buildings and Grounds.

16. PROVISION FOR CARE BY LESSEE, CERTAIN ACTS PROHIBITED. Not to drive nails, tacks, pins, screws and the like into the walls, partitions or woodwork of the premises, or the building, and to keep the premises at its own expense, during the continuance of this lease in as good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken, reasonable use and wear thereof excepted, and will replace or repair immediately at its own expense any broken glass in the windows, doors, walls or partitions, or any other damages in or to the doors, walls, locks, and other portions of the premises, unless such damage has been caused by vandalism of outside parties.

Subject to the duties of the Lessor as otherwise provided herein, the Lessee will keep all the premises in such repair as the same are at the commencement of the term or may be put in by the Lessor during the continuance thereof, damage due to reasonable wear and tear and damage by fire or other casualty excepted, and will promptly replace all glass broken during the term by other of the same size and quality, damage by fire or other casualty excepted.

- 17. PROVISION FOR RIGHT OF INSPECTION. That the Lessor, its legal representatives, successors or assigns may at any time cause the premises to be inspected, and, if any alterations or repairs be necessary to properly preserve the property, the Lessor, its agents, successors, assigns or legal representatives may enter the premises at any time for the purpose, and cause such repairs or alterations to be made, without hindrance or molestation on the part of the tenant, or other persons then in possession of the premises, or any part thereof.
- 18. PROVISION THAT PERSONAL PROPERTY OF LESSEE KEPT ON PREMISES AT RISK OF LESSEE. Any property of any kind of the Lessee that may be in the demised premises during the continuation of this lease or any extension thereof shall be at the sole risk of the Lessee.
- 19. <u>PROVISION THAT LESSEE ACCEPTS PREMISES AS FOUND</u>. Lessee has examined the premises prior to and as a condition precedent to his acceptance and the execution

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hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair (except as otherwise specified hereon), and agrees and admits that no representation as to the condition or repair thereof has been made by Lessor or his agent, which is not herein expressed, or indorsed hereon.

- 20. <u>PARKING</u>. The Lessee will direct its staff and clients to park in the areas assigned by the Lessor's Director of Buildings and Grounds. Lessor reserves the right to restrict parking.
- 21. TRAFFIC COORDINATION. In order that the ingress and egress of vehicles and personnel may be coordinated, the Lessee agrees to inform the Lessor's Director of Buildings and Grounds of its opening and closing times as well as any interim traffic peak periods and to make reasonable adjustments thereof if necessary to accommodate a coordinated ingress and egress plan.
- 22. SERVICE OF NOTICES. It is further agreed by the parties hereto that whenever it shall become necessary or desirable to serve notices upon one party by the other, that the notice shall be in writing or printing, and may be sent by certified mail, with full postage prepaid, to the last known post office address of the then Lessor or Lessee who is such of record; and notice to the then Lessor or Lessee of record shall, for all purposes, be deemed notice to each and every one of their predecessors in interest respectively, and to all persons holding under or through them, the predecessors and other persons hereby waiving further or different notice.
- 23. EARLY TERMINATION. The premises are part of the structure until recently used by the Town of Acton as the Florence A. Merriam Elementary School. In response to declining enrollments, portions of the structure have ceased to be used for mainstream elementary educational purposes, but are intended to be held in reserve for re-use for such purposes if enrollments expand again or there should be a major casualty involving another school building. Accordingly, the Lessor may terminate this lease, notwithstanding any other provision of this instrument, upon ninety (90) days notice in writing to the Lessees should a substantial portion of one of the buildings of the Acton or Acton-Boxborough schools be rendered functionally unuseable by fire or explosion or other similar event. And, in addition, the Lessor may also terminate this lease, notwithstanding any other provision of this instrument, upon 365 or more days notice in writing to the Lessee should the K-6 enrollment of the Acton elementary schools at any time exceed 2,800 students. Finally, the Lessor may terminate this lease, notwithstanding any other provision of this instrument, upon 90 days notice to the Lessee should all day kindergarten be made mandatory by state law or regulation or mandated by the Town of Acton or the Acton School Committee. The Lessee may terminate this lease, notwithstanding any other provision of this instrument, upon ninety (90) days notice, should the Lessee's activity no longer be compatible with the leased premises as a result of unanticipated growth or should the Lessee's projected source of revenue fail to materialize or continue.
- 24. <u>CONTINGENCIES CONSTITUTING A BREACH HEREOF</u>. In the event any levy, lien or attachment shall be made against the interest of the Lessee or the successors in interest in the leasehold interest hereby created on the premises, or if any other proceedings at law or

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in equity be instituted to subject the premises or any part thereof to the payment of any claim, debt, liability or damages of or against the Lessee, or if the Lessee shall become insolvent or bankrupt, or if proceedings for receivership or bankruptcy shall be instituted against him, or if he shall make an assignment for the benefit of creditors, or in any manner seeks, permits or suffers the leasehold interest hereby created to be transferred or encumbered by operation of law, or otherwise jeopardized, hypothecated or encumbered, then and in any such event, or otherwise jeopardized, hypothecated or encumbered, then and in any such event, or of any event of the same or similar legal or equitable consequence or effect, such event shall be deemed to constitute a breach of this lease, at the option of the Lessor, so as to terminate all rights, privileges and interest of Lessee herein and hereunder, unless however, the Lessee or his successor in interest hereunder, shall without the necessity of demand or notice from the Lessor, obtain and procure within 30 days after the same shall have been done, instituted, filed, or made or asserted, a discharge, release, cancellation or withdrawal thereof, or within like period bond the same off from the premises and leasehold interest and relieve the leasehold interest and the Lessor's interest herein and in the premises therefrom. The failure of the lessee to pay any of the rentals, in the manner and time hereinbefore provided or to keep, fulfill or perform any of the terms, provisions, agreements, covenants or conditions herein on his part to be kept, fulfilled and performed, time being of the essence hereof, shall likewise constitute a breach of this lease, at the option of the Lessor, so as to terminate all rights, privileges and interest of the lessee herein and hereunder.

In the event of a breach of this lease, the lessee will pay to the Lessor all costs, reasonable attorneys' fees, and other expenses which may be incurred by the Lessor in enforcing their rights hereunder and also such other actual damages as the Lessor may actually sustain by reason of the breach or default

25. DEFAULT. The Lessee further covenants and agrees to and with the Lessor that if default shall at any time be made by the Lessee in the payment of the rent after the same shall become due and payable, or if any default or breach shall be made or suffered by Lessee in any of the terms, provisions, agreements, covenants or conditions herein contained to be kept and performed by Lessee, and any such defaults or breach continuing for 30 days, then after the expiration of 30 days, it shall and may be lawful for the Lessor, at their option, to declare the term ended, and the demised premises or any part thereof, either with or without process of law, to re-enter, and the Lessee and every other person or persons occupying the same to expel, remove and put out, using such force as may be necessary in so doing, and the same premises again to repossess and enjoy as in their first and former estate, together with all improvements, fixtures and appurtenances thereon and therein; and also to distrain for any rent or moneys due to the Lessor hereunder upon any property belonging to the Lessee as stipulated damages for the nonfulfillment or breach hereof. All remedies, rights, privileges, options and advantages of the Lessor hereunder shall be cumulative, and in event of a breach hereof, the election or enforcement of one or more thereof by the Lessor shall not be deemed to be a waiver of any or all of the other remedies, rights, privileges, options and advantages of the Lessor hereunder, but the same may be pursued by them concurrently or successively in any order the Lessor may elect.

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- 26. <u>PEACEABLE POSSESSION</u>. The Lessor hereby covenants and agrees that if the Lessee shall pay and otherwise perform and do all the things and matters herein provided for to be kept and performed by the Lessee, that the Lessee shall peaceably and quietly have, hold, possess, sue, occupy and enjoy the leased premises and appurtenances, for and during the term aforesaid without any hindrance or molestation by the Lessor or by any other person or persons claiming to claim by, through, from or under them.
- 27. <u>SURRENDER</u>. The Lessee hereby covenants and agrees to and with the Lessor that upon any default on his part in the fulfillment of the terms, conditions and agreements in this lease on his part to be kept and performed, or the termination of this lease for any cause, condition or circumstance, he will at once peaceably surrender and deliver up to the Lessor the above-described premises, buildings, improvements and fixtures in good, safe and substantial repair and condition, ordinary wear and tear and damage by the elements excepted, and that the Lessee will also make such restoration to original condition as may be required under the preceding provisions hereof.
- 28. <u>CASUALTY/TAKING</u>. In the event of a casualty or taking by eminent domain of all or a portion of the premises or the building the Lessor may terminate this lease upon 30 days notice to Lessee.
- 29. INDEMNITY/INSURANCE. Lessee agrees to protect, defend (with counsel reasonably approved by Lessor), indemnify and save Lessor harmless from and against any and all claims and liabilities (other than claims and liabilities arising from any gross negligence or willful misconduct of Lessor), arising: (i) from the conduct or management of Lessee's use of the premises during the term, or its use of the premises during the term, resulting in any injury to or death of persons or damage to property; or (ii) from any negligent act or omission on the part of Lessee or any of its agents, contractors, employees, or others for whom Lessee is legally responsible. Lessee shall maintain general liability insurance, with Lessor named as an additional insured against claims for bodily injury, death or property damage occurring to, upon or about the building or the premises in limits of at least \$1,000,000 for bodily injury or death and for property damage. Lessee shall provide evidence of such insurance to Lessor at the commencement of the lease and upon any renewal.

Lessee shall bear all risk of loss to its materials and other personal property located in the premises and may insure the same against such loss and shall maintain such general liability insurance coverages as it so desires.

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Agreed to as of	, 2013 by each of the undersigned.	,
	LESSEE:	
	THE DANIEL JAMES MCCARTHY MEMORIAL	
	FUND, INC.	
	10112, 1101	
	Ву:	
Date	Name:	
	Title:	
	LESSOR:	
<i>:</i>	ACTON-BOXBOROUGH REGIONAL SCHOOL	
	DISTRICT	
	By:	
Date	Name: Stephen E. Mills	
	Title: Superintendent of Schools	
	Approved:	
	Арргоуси,	
	ACTON-BOXBOROUGH REGIONAL SCHOOL	
	COMMITTEE	
	The state of the s	
	By: Name: <u>Maria Neyland</u>	Polotodi V. V.
	Title: Chairperson	Deleted: Xuan Kong
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ATTACHMENT ONE

[Attach Plan of Premises]

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Personnel Office Acton Public Schools Acton-Boxborough Regional Schools

TO:

Acton Public School Committee

Acton-Boxborough Regional School Committee

DATE:

June 13, 2013

FROM: SUBJECT:

Marie Altieri and Kim McOsker Tentative Agreement with OSA

Office Support Association

We reached a tentative agreement with OSA on June 5, 2013 following the guidelines of the School Committees and the Negotiations Subcommittee. OSA ratified the agreement on June 12, 2013. OSA represents 42 Office Support staff members earning a total of \$1.5 million in FY '13. Below is an outline of the changes and cost of contract.

1. Legal Language Changes

We had our new attorney, D. Moschos of Mirick O'Connell complete a full review of the language of each of our contracts. As your read through the MOA, you will see that many of the changes are legal language changes. These are not material changes, rather they reflect our current practice and updates to state and federal law.

2. Health Insurance

We have incorporated the co-pays that we agreed to with a side letter last year. We have also removed a benefit that was available to married couples who both work for the school district. Currently, married couples receive free health insurance. Starting July 1, 2014 they will pay 10% of the cost of health insurance and in July 1, 2015 they will pay the same as all other employees (25% HMO/50% Indemnity Plan).

3. Grade Updates

The OSA positions continue to become more complex and skill based as technology becomes more integrated into each job. We have reviewed the placement of positions on the grade chart and we have agreed to move several positions up one grade on the salary chart. This has a total cost of \$14,500.

4. Base Wage Adjustment

FY '14 1.5%

FY '15 1% on July 1 and an additional 1% on the 92 school day

FY '16 1.5%

5. Cost of Contract

The cost of steps on the OSA contract is .6% \$9,000

The cost of a 1.5% salary adjustment is \$22,500

Upgrade of Positions \$12,500

Combining the base wage adjustment, position changes and steps, the total increase in the cost of contract for the first year of this contract is \$44,000 or 2.9% in the first year and 2.1% in the second and third years of the contract. This fits within the FY '14 budget.

Memorandum of Agreement
Between
Acton-Boxborough Regional School Committee
and the
School Committee of the Town of Acton
and the
Office Support Association
July 1, 2013 through June 30, 2016

WHEREAS, the Collective Bargaining Agreement between the Acton-Boxborough Regional District School Committee and the School Committee of the Town of Acton (the "School Committees") and the Office Support Association (the "Association"), is scheduled to expire on June 30, 2013, and

WHEREAS, the School Committees and the Association have negotiated a successor Agreement;

NOW, THEREFORE, the School Committees and the Association agree that the New Agreement shall consist of the provisions of the Former Agreement, modified as follows:

1. Article 1 Recognition

Article 1.1 Recognition

Housekeeping: Change the reference to article 25 to article 24

Article 1.3 Discrimination

Replace article 1.3 with the following to comply with current law: The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, military or veteran status, gender identity as defined by law, genetic information or because of membership or non-membership in the Union.

2. Article 2.8

Replace article 2.8 with, ""Days shall mean working days."

3. Article 3 Membership in the Association

Remove article 3 and renumber remaining articles

4. Article 4 Arbitration

Article 4.3 Replace Chairperson of the Committee with Superintendent

Article 4.4 Add or the Department of Labor Relations after American Arbitration Association.

Add article 4.9:

The arbitration proceeding shall be subject to the following conditions:

- a. The arbitrator shall not render a decision contrary to state or federal law.
- b. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

5. Article 6 Payroll and Other Deductions

Article 6.1 Association Dues

Replace article 6.1 with the following:

- a. Upon completion and receipt of the Payroll Deduction Authorization Form, the Committee agrees to deduct Association dues from the salaries of office staff who authorize said deductions on the form below. The sum to be deducted, which represents the amount of yearly Association dues, shall be certified to the committee School District no later than August 1 prior to the beginning of the school year by the Treasurer of the Association. The deduction of dues shall be in accordance with approved District procedures. Withdrawal of Authorization may be made at any time with thirty (30) days' notice to the Committee School District Treasurer. Collection of any dues owed at the time of withdrawal shall be the full responsibility of the Association and the Association agrees to hold the Committee harmless in that process.
- b. The Association agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the application of this Section. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association, who shall provide such information to the School District Treasurer as may be required by said District Treasurer under General Laws, Chapter 180, Section 17A.
- c. In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Association shall collect those dues directly, and the School District shall not be held responsible for collection of those dues.
- d. Authorization for Association dues deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION - DUES CHECK-OFF

I authorize the School District to deduct Association Dues, Fees and Assessments, in the amounts specified by the Association, from my regular paycheck and to remit that money to the Acton Public/Acton-Boxborough Office Support Staff/MTA.

It is understood that I reserve the right to withdraw this authorization by giving at least thirty (30) days notice to the District Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Association.

Signature Name: Address:

6. Article 9 Insurance and Annuity Plan

9.2 Update 9.2 to delete the section stricken below:

Benefits eligible employees will be offered the opportunity to purchase health insurance as part of the group plan(s) offered by the districts, as in effect from time to time for employees of the districts generally. For benefits eligible employees, the Committees will pay 75% of the cost of the plans eurrently offered to employees in June 2010. Effective July 1, 2011, the Committees will pay 75% of any HMO family or individual plans offered from time to time to employees of the districts generally and 50% of all other family or individual plans so offered. Coverage is placed into effect as of the first day of employment. Health insurance premiums may be paid with pretax dollars in accordance with applicable law.

Add list of co-pays to article 9.2:

Employees will pay the following co-pays:

Office Visit Co-Pay: \$ 20 Specialist Office Visit: \$ 35 Emergency Room: \$100 Hospital \$200 Day Surgery: \$100

High Tech Imaging: \$100 Rx (30 Days): \$10/\$25/\$40 Rx (90 Days) \$20/\$50/\$80

9.3 Add language in bold:

Health Insurance coverage will be continued at the employee rate during an approved Family Medical Leave of Absence. Health Insurance may be continued beyond an approved FMLA leave if an unpaid leave of absence is granted in accordance with this contract provided the employee pays the total monthly cost of such coverage within seven (7) days of the first day of each month.

- 9.4 Remove article 9.4 Current language disagrees with law for retiree health insurance and we should not have retiree benefits listed in contract, they are not members of the association.
- 9.7 Delete article 9.7 and renumber following articles
 Execute side letter agreeing that from July 1, 2013 to June 30, 2014 two or
 more employees belonging to a single family unit will pay 10% of the cost

of health insurance. Effective July 1, 2014, employees will pay the same as all other members of the unit as outlined in Article XIII.

9.8 Change, "Insurance Advisory Committee" to "Health Insurance Working Group."

7. Article 12 Leave Without Pay

Article 12.1.2 Current language is not in compliance with FMLA. Add the words below in bold:

Employees on unpaid leaves of absence that extend beyond approved FMLA leaves may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost.

Article 12.1.3 Military Leave

Update language to comply with current state and federal law. Replace article 12.1.3 with the following:

12.1.3 Military Leave.

- (a) Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other such military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.
- (b) The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay for up to seventeen (17) days in any fiscal year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.
- (c) Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

8. Article 13 Sick Leave

Delete final sentence of first paragraph, "Up to thirty-five (35) days may be accumulated."

Article 13.6 Delete article 13.6 and replace with the following: The Districts shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Districts' FMLA Policy for eligible employees.

9. Article 16 Bereavement

Replace article 16 with the following:

All employees who are scheduled to work twenty (20) or more hours per week may receive up to three (3) days of paid absences to attend the funeral and other matters related to the death of the employee's or the employee's spouse's parent, child, spouse, grandparent, grandchild, aunt, uncle, cousin, or other close significant person with prior approval. Additional leave may be granted by the Superintendent for travel and other related activities.

10. Article 18.1 Vacation Leave

- (a) Change .83 to 1.25 (Start OSA employees with 15 vacation days instead of 10).
- (b) Change 1.25 to 1.67 (After four years OSA employees receive 20 days instead of 15)
- (c) Delete (c)

11. Article 18.2

Vacation Pay for less than full year benefits eligible employees:

- (b) Change 4% to 6%
- (c) Change 6% to 8%
- (d) Delete (d).

12. Article 19 Holidays

Remove asterisk after ½ Day Before Thanksgiving

13. Article 20 Jury Duty

To comply with current law, delete article 20 and replace with the following:

An employee required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages for a period of up to fourteen (14) days.

Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate for a period of up to fourteen (14) days.

An employee seeking compensation in accordance with this section shall notify his direct supervisor and the Principal or Superintendent after receipt of the notice of selection for jury duty, and shall furnish a written statement to the District showing dates of juror service, time served, and amount of juror compensation received.

14. Article 22 Good Cause

Change title to Discipline and replace article 22 with the following:

No **permanent** employee shall be disciplined, reprimanded, suspended, or reduced in rank or compensation, **deprived of any professional advantage** or dismissed without just cause.

15. Article 24 Existing Conditions of Employment

Paragraph 2 - Change "discrimination" to "discretion."

16. Article 29 COMPLAINTS

Change COMPLAINTS to Complaints to be consistent with other articles.

17. Article 31 Office Staff Children Attending Schools

Modify article 31 as indicated in bold below:

The children of OSA staff who work more than 20 hours per week may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of the Kindergarten registration November 1 of the year before the child would enter school. There shall be a maximum limit of one (1) such child of an OSA staff member per grade level in grades K-8. If more than one (1) applied for admission, then one (1) shall be selected by lottery. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline. There shall be a maximum of six (6) such children of OSA staff members in grades 9-12. However, the application deadline in (a) above must be met. The provisions of this section apply solely to regular education programs.

18. Article 33 CORI Checks

Delete "openly" as CORI's' are confidential

19. New: Article 42 Stability of Agreement

- (a) No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.
- (b) The failure of the District or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the District or the Union to future performance of any such terms or conditions, and the obligations of the District and the Union to such future performance will continue in full force and effect.

20. New: Article 43 Duration

This Agreement will be effective from July 1, 2013, except as otherwise provided for, and will remain in full force and effect until June 30, 2016 and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than sixty (60) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.

21. Incorporate Side Letters

- (a) Delete Side Letter #2 Health Insurance (Language is in Article 9)
- (b) Delete Grade/Title Side Letters and incorporate into grade chart.
- 22. Salary Scale: Increase each cell on the salary scale by 1.5% on FY '14; 1% on July 1, 2014 and an additional 1% on the 92 school day in FY '15 and 1.5% in FY '16.

23. Replace the list of positions and grades chart with the following: 6/30/2013

Grade	Position
1	Switchboard Operator
	Special Projects Assistant
	Elementary School Office Support Assistant
	HS Records Assistant
	Admin Assistant to Food Services
2	JH Main Office Support
	Central Office Assistant
	HS Faculty Office Support and Support to Dept. Leaders
	Facilities Office Support
	Admin Assistant to Athletic Director and Performing Arts Director
3	HS Counseling Student/Faculty Coordinator Office Support
	Admin Assistant/Technical Support Specialist
	HS Office Support: Staff Attendance and Student Demographics
	HS Main Office Support
	HS Main Office and Attendance Support
4	JH Registrar and Counseling Office Support
	APS Accounts Payable Specialist
	HS Counseling Office Support
5	Elementary School Admin Assistant
	Community Education Registrar
	ABRSD Accounts Payable Specialist
	Registrar and Admin Assistant to the Central Office and Director of Finance
	Pupil Services Admin Assistant
	HS Finance Coordinator
	HS Registrar
6	Admin Assistant to the Curriculum Office
7	Finance Specialist
	Personnel Assistant
8	APS Payroll Specialist
	Benefits Administrator/Registrar
	JH Admin Assistant/Office Supervisor
	Facilities Admin Assistant/Office Supervisor

Signed this	day of Jone	, 2013.	
For the School Committees	•	For the Union	
KAMCOSIC	Date 10/13/13	Taffaras.	Date: 4/13/13
Kim McCosker, Negotiation	ns Subcommittee	Pat Haras, OSA President	

OSA Contract Crosswalk

June 2013

Previous Language 2010-2013

Article 1 - Recognition

1.1 This agreement excludes all other employee groups and temporary positions as defined in Article 25.

Article 1.3 Discrimination

1.3 The Committees will not discriminate against any employee or applicant for employment by reason of their membership or non-membership in the Association or by reason of any association activity on their part not in contravention of any provision of the Agreement, or because of race, color, national origin, limited English proficient, gender, age, religion, sexual orientation, veteran status, handicap or homeless.

Article 2 Grievance Procedures Article 2.8

2.8 "Days" shall mean only days on which this group is required to work and in addition, days other than weekends or level holidays during the work year.

Article 3 – Membership in the Association

- 3.1 Neither the Committee nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 3.2 The Association shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.
- 4.3 The party desiring arbitration shall notify the other parties to this Agreement of its intention to do so by a letter presented to the Chairperson of the appropriate Committee and to the President of the Association, or to the designated representative of either, within twenty (20) days, as defined in Section 2.8, of the date of receipt of the notice of the decision at Level Two of Article 2.

New Language 2013-2016

Housekeeping: Change the reference to article 25 to article 24

1.1 This agreement excludes all other employee groups and temporary positions as defined in Article 24.

Article 1.3 Discrimination

Article 1.1 Recognition

Replace article 1.3 with the following to comply with current law:

The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, military or veteran status, gender identity as defined by law, genetic information or because of membership or non-membership in the Union.

Article 2 Grievance Procedures Article 2.8

Replace article 2.8 with, "Days shall mean working days."

Article 3 Membership in the Association

Remove article 3 and renumber remaining articles. It is redundant.

Article 4 Arbitration

Article 4.3 Replace Chairperson of the Committee with Superintendent
The party desiring arbitration shall notify the other parties to this Agreement of its intention to do so by a letter presented to the Chairperson of the appropriate Committee
Superintendent and to the President of the Association, or to the designated representative of either, within twenty (20) days, as defined in Section 2.8, of the date of receipt of the notice of the decision at Level

4.4 Arbitration shall be conducted in accordance with the provisions of this Agreement and the applicable Voluntary Labor Arbitration rules of the American Arbitration Association to the extent that such rules are not in conflict with provisions of the Agreement.

Association Dues

6.1 Upon completion and receipt of the Payroll Deduction Authorization Form, the Committee agrees to deduct Association dues from the salaries of office staff who authorize said deductions. The sum to be deducted, which represents the amount of yearly Association dues, shall be certified to the committee no later than August 1 prior to the beginning of the school year by the Treasurer of the Association. Withdrawal of Authorization may be made at any time with thirty (30) days' notice to the Committee. Collection of any dues owed at the time of withdrawal shall be the full responsibility of the Association and the Association agrees to hold the Committee harmless in that process.

Two of Article 2.

Article 4.4 Add or the Department of Labor Relations after American Arbitration Association.

4.4 Arbitration shall be conducted in accordance with the provisions of this Agreement and the applicable Voluntary Labor Arbitration rules of the American Arbitration Association or the Department of Labor Relations to the extent that such rules are not in conflict with provisions of the Agreement.

Add article 4.9:

The arbitration proceeding shall be subject to the following conditions:

- a. The arbitrator shall not render a decision contrary to state or federal law.
- b. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

Association Dues

- a. Upon completion and receipt of the Payroll Deduction Authorization Form, the Committee agrees to deduct Association dues from the salaries of office staff who authorize said deductions on the form below. The sum to be deducted, which represents the amount of yearly Association dues, shall be certified to the committee School District no later than August 1 prior to the beginning of the school year by the Treasurer of the Association. The deduction of dues shall be in accordance with approved District procedures. Withdrawal of Authorization may be made at any time with thirty (30) days' notice to the Committee School District Treasurer. Collection of any dues owed at the time of withdrawal shall be the full responsibility of the Association and the Association agrees to hold the Committee harmless in that process.
- b. The Association agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the application of this Section. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association, who shall provide such information to the School District Treasurer as may be required by said District Treasurer under General Laws,

Chapter 180, Section 17A.

- c. In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Association shall collect those dues directly, and the School District shall not be held responsible for collection of those dues.
- d. Authorization for Association dues deduction shall be on the following form:

<u>PAYROLL DEDUCTION</u> <u>AUTHORIZATION</u> - DUES CHECK-OFF

I authorize the School District to deduct Association Dues, Fees and Assessments, in the amounts specified by the Association, from my regular paycheck and to remit that money to the Acton Public/Acton-Boxborough Office Support Staff/MTA.

It is understood that I reserve the right to withdraw this authorization by giving at least thirty (30) days notice to the District Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Association.

Signature

Name:

Address:

Article 9 - Insurance and Annuity Plan

9.2 Benefits eligible employees will be offered the opportunity to purchase health insurance as part of the group plan(s) offered by the districts, as in effect from time to time for employees of the districts generally. For benefits eligible employees, the Committees will pay 75% of the cost of plans currently offered to employees in June 2010. Effective July 1, 2011, the Committees will pay 75% of any HMO family or individual plans offered from time to time to employees of the districts generally and 50% of all other family or individual plans so offered. Coverage is placed into effect as of the first day of employment. Health insurance premiums may be paid with pretax dollars in accordance with applicable law.

Article 9 Insurance and Annuity Plan

9.2 Update 9.2 to delete the section stricken below: Benefits eligible employees will be offered the opportunity to purchase health insurance as part of the group plan(s) offered by the districts, as in effect from time to time for employees of the districts generally. For benefits eligible employees, the Committees will pay 75% of the cost of the plans currently offered to employees in June 2010. Effective July 1, 2011, the Committees will pay 75% of any HMO family or individual plans offered from time to time to employees of the districts generally and 50% of all other family or individual plans so offered. Coverage is placed into effect as of the first day of employment. Health insurance premiums may be paid with pretax dollars in accordance with applicable law.

Add list of co-pays to article 9.2:

Employees will pay the following co-pays:

Office Visit Co-Pay:

\$ 20

Specialist Office Visit:

\$ 35 \$100

Emergency Room:

D200

Hospital

\$200

Day Surgery:

\$100

High Tech Imaging: \$100 Rx (30 Days): \$10/\$25/\$40

Rx (90 Days) \$20/\$50/\$80

9.3 Add language in bold:

Health Insurance coverage will be continued at the employee rate during an approved Family Medical Leave of Absence. Health Insurance may be continued beyond an approved FMLA leave if an unpaid leave of absence is granted in accordance with this contract provided the employee pays the total monthly cost of such coverage within seven (7) days of the first day of each month.

9.4 Remove article 9.4 Current language disagrees with law for retiree health insurance and we should not have retiree benefits listed in contract, they are not members of the association.

- 9.7 Delete article 9.7 and renumber following articles Execute side letter agreeing that from July 1, 2013 to June 30, 2014 two or more employees belonging to a single family unit will pay 10% of the cost of health insurance. Effective July 1, 2014, employees will pay the same as all other members of the unit as outlined in Article XIII.
- 9.8 Change, "Insurance Advisory Committee" to "Health Insurance Working Group."
- 9.8 The OSA agrees to participate in the **Health Insurance Working Group** should the Town convene said committee.

9.3 Health Insurance coverage will be continued during a period of unpaid leave of absence granted in accordance with this contract provided the employee pays the total monthly cost of such coverage within seven (7) days of the first day of each month.

9.4 Benefits eligible employees who have worked a minimum of ten (10) years in the school systems are eligible to continue in the District's Health Insurance plan upon retirement under Middlesex Retirement System regulations. The cost of retiree insurance is shared on a 50/50 basis. Employees who begin work after 07/01/04 are affected by this language. Current employees may retire with fewer than ten (10) years in APS/ABRSD if he/she meets Middlesex Retirement System qualifications.

- 9.7 If two (2) employees belong to a single family unit and are each eligible under section 9.2 each may, at his / her option have his / her entitlement applied to the full cost of coverage for said family unit.
- 9.8 The OSA agrees to participate in the Insurance Advisory Committee should the Town convene said committee. In the event that an agreement is reached requiring unit members to pay a higher insurance premium contribution, then the Association shall have the right to re-open the contract for the limited purpose of negotiating a salary increase prior to the implementation of any increase insurance premium contribution.

Article 12 Leave Without Pay

Article 12.1.2 Employees on unpaid leaves of absence may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost. The Superintendent may grant an unpaid leave of absence for the remainder of the school year upon request of the employee.

Article 12.1.3 Military Leave

Armed Services Leave: Any employee who enlists or is drafted into the military service of the United States, or into auxiliary corps connected therewith, is granted a leave of absence without pay. In

Article 12 Leave Without Pay

Article 12.1.2 Current language is not in compliance with FMLA. Add the words below in bold: Employees on unpaid leaves of absence that extend beyond approved FMLA leaves may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost.

Article 12.1.3 Military Leave

Update language to comply with current state and federal law. Replace article 12.1.3 with the following: 12.1.3 Military Leave.

accordance with the General Laws of Massachusetts Chapter 708 of the Acts of 1941, Chapter 419 of the Acts of 1943, Chapter 367 of the Acts of 1947, such leave extends two years beyond the termination of this initial enlistment into the armed services. Upon written request to the Superintendent of Schools, within two years after the termination of such service, the employee shall be reinstated or reemployed in the same or similar office or position held by him/her at the time of enlistment or conscription, provided that if so required by the Superintendent of Schools, he/she files the certificate of a registered physician that he/she is not disabled or incapacitated from performing the duties of the office or position.

- (a) Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other such military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.
- (b) The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay for up to seventeen (17) days in any fiscal year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.
- (c) Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Article 13 Sick Leave

All employees who work twenty (20) or more hours per week shall be eligible for paid sick leave benefits. Full time and full time school year employees will receive 1.25 days upon the completion of each full month of service (or the major fraction of a month). New employees will accrue sick days at the rate of one (1) day per month (or major portion thereof) during the initial year of employment. Up to thirty-five (35) days can be accumulated (for employees hired after July 1, 2004).

Article 13 Sick Leave

Delete last sentence, cap of 35 days for newer employees. This is the only group of employees that has this cap. There is no payout of sick days. Article 13 Sick Leave

All employees who work twenty (20) or more hours per week shall be eligible for paid sick leave benefits. Full time and full time school year employees will receive 1.25 days upon the completion of each full month of service (or the major fraction of a month). New employees will accrue sick days at the rate of one (1) day per month (or major portion thereof) during the initial year of employment. Up to thirty five (35) days can be accumulated (for employees hired after July 1, 2004).

Article 13.6 FMLA

Employees who have worked for the districts for at least one year and who have worked 1,250 hours over the previous twelve months are eligible, under the Family Medical Leave Act (FMLA), for up to twelve weeks of unpaid, job protected leave for the following reasons:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan,"
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms,
- The use of FMLA leave cannot result in the loss of any employment benefit that accrues prior to the start of an employee's leave.
- The "leave year" is defined on a revolving twelve month period commencing with the date that the employee's first FMLA leave begins.

Article 13.6 Delete article 13.6 and replace with the following:

The Districts shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Districts' FMLA Policy for eligible employees.

Article 16 - Bereavement Leave

All employees who are scheduled to work twenty (20) or more hours per week may receive up to three (3) days and five days if necessary for out of state travel excused absence to attend the funeral and other matters related to the death and be paid at the employee's regular rate of pay because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, or close significant person with prior approval. Additional leave without pay may be granted by the Superintendent or designee.

Article 16 Bereavement

Replace article 16 with the following for clarity:
All employees who are scheduled to work twenty (20) or
more hours per week may receive up to three (3) days of
paid absences to attend the funeral and other matters
related to the death of the employee's or the employee's
spouse's parent, child, spouse, grandparent, grandchild,
aunt, uncle, cousin, or other close significant person with
prior approval. Additional leave may be granted by the
Superintendent for travel and other related activities.

Article 18.1 Vacation Leave

Vacation Days for full year benefits eligible employees:

- a. Individuals will accrue vacation days beginning with the month in which they begin employment at the rate of .83 days per month (or ten per year). These days may be used as they are accrued.
- b. Beginning with the first month upon completion of their fourth year of employment, individuals will begin accruing vacation days at the rate of 1.25 days per month (15 days/year).
- c. Beginning with the first month upon completion of their ninth year of employment, individuals will begin accruing vacation days at the rate of 1.67 days/month (20 days/year).
- d. Beginning with the first month upon completion of their nineteenth year of employment, individuals will begin accruing vacation days at the rate of 2.08 days/month (25 days/year).

Article 18.1 Vacation Leave

- a. Change .83 to 1.25 (Start OSA employees with 15 vacation days instead of 10).
- b. Change 1.25 to 1.67 (After four years OSA employees receive 20 days instead of 15)
- c. Delete (c)

18.2 Vacation Pay for less than full year benefits eligible employees:

- a. In June or July of each year, all benefits eligible support staff who work less than a full year (i.e., 52 weeks) will receive a vacation lump sum payment.
- b. The lump sum payment to eligible employees will be 4% of their base pay (excluding longevity pay) for the fiscal year just ending (i.e., 7/1 6/30).
- c. The lump sum payment to benefits eligible who have completed four years of employment as of the previous December 31 will be 6% of their base pay (excluding longevity pay) for the fiscal year just ending (i.e., 7/1 6/30).
- d. The lump sum payment to benefits eligible

18.2 Vacation Pay for less than full year benefits eligible employees:

- b. Change 4% to 6%
- c. Change 6% to 8%

employees who have completed nine years of employment as of the previous December 31 will be 8% of their base pay (excluding longevity pay) for the fiscal year just ending (i.e., 7/1 - 6/30).

e. The lump sum payment to benefits eligible employees who have completed nineteen years of employment as of the previous December 31 will be 10% of their base pay (excluding longevity pay) for the fiscal year just ending (i.e., 7/1 - 6/30).

d. Delete (d).

Article 19 - Holidays

The following are recognized as work holidays:

- 1. New Year's Day
- 9. Columbus Day
- 2. Martin L. King Day 10. Veteran's Day
- 3. Presidents' Day 11.1/2 Day Before Thanksgiving*
- 4. Patriot's Day
- 12. Thanksgiving Day
- 5. ½ Day Good Friday 13. Day After Thanksgiving
- 6. Memorial Day 14.1/2 Day Before Christmas Day*
- 7. Independence Day * 15. Christmas Day
- 8. Labor Day
- 16. ½ Day New Year's Eve*
- *Applies to full year employees

Article 19 Holidays

Remove asterisk after ½ Day Before Thanksgiving so as to include school year employees with the half day holiday the day before Thanksgiving.

Article 20 - Jury Duty

An employee who is called for and serves jury duty on days falling within the usual work period, shall be paid for those days at the regular compensation rate less jury duty pay received, exclusive of any travel allowance, upon proof of juror's service and the amount of jury duty pay received.

Article 20 Jury Duty

To comply with current law, delete article 20 and replace with the following:

An employee required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages for a period of up to fourteen (14) days.

Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate for a period of up to fourteen (14) days.

An employee seeking compensation in accordance with this section shall notify his direct supervisor and the Principal or Superintendent after receipt of the notice of selection for jury duty, and shall furnish a written statement to the District showing dates of juror service, time served, and amount of juror compensation received.

Article 22 - Good Cause

No employee shall be disciplined, reprimanded, suspended, or reduced in rank or compensation,

Article 22 Good Cause Discipline

Change title to Discipline and replace article 22 with the following:

deprived of any professional advantage or dismissed without good cause.

No **permanent** employee shall be disciplined, reprimanded, suspended, or reduced in rank or compensation, **deprived of any professional advantage** or dismissed without **just cause**.

Article 24 Existing Conditions of Employment

This Agreement shall in no way restrict the employer in its sole discrimination from employing regular part time employees or temporary employees.

Article 24 Existing Conditions of Employment Paragraph 2 — Change "discrimination" to "discretion." This Agreement shall in no way restrict the employer in its sole discrimination discretion from employing regular part time employees or temporary employees.

ARTICLE 29 – COMPLAINTS

Complaints from within the school that may result in a reprimand or disciplinary action shall be communicated to the employee in writing within five (5) days of the occurrence/event giving rise to said complaint. Said complaint shall include the name(s) of the person(s) making the complaints. The School Committee and the Association agree that the professional staff will recognize its responsibility to demonstrate sage professional judgment in dealing with such complaints and the individuals involved.

Article 29 COMPLAINTS

Change COMPLAINTS in the title of the article to Complaints to be consistent with other articles.

Article 31 – Office Staff Children Attending Acton/Acton-Boxborough Regional School District

The children of Administrative Assistants/Office Support Staff may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of the Kindergarten registration. There shall be a maximum limit of one (1) such child per grade level in grades K-8. If more than one (1) applied for admission, then one (1) shall be selected by lottery. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline. There shall be a maximum of six (6) such children in grades 9-12. However, the application deadline in (a) above must be met. The provisions of this section apply solely to regular education programs. If the Acton Public Schools and Acton-Boxborough Regional School District remain a Choice community, and in the event any provision of the School Choice Law is in conflict with this contract, a substitute provision which is in compliance with the requirements of the law or regulation will be put into place.

Article 31 Office Staff Children Attending Schools

Modify article 31 as indicated in bold below: The children of OSA staff who work more than 20 hours per week may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of the Kindergarten registration November 1 of the year before the child would enter school. There shall be a maximum limit of one (1) such child of an OSA staff member per grade level in grades K-8. If more than one (1) applied for admission, then one (1) shall be selected by lottery. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline. There shall be a maximum of six (6) such children of OSA staff members in grades 9-12. However, the application deadline in (a) above must be met. The provisions of this section apply solely to regular education programs.

Article 33 - CORI Checks

Criminal History Checks (CORI) will be conducted openly according to school policy and statute.

Article 33 CORI Checks

Delete "openly" as CORI's' are confidential. Criminal History Checks (CORI) will be conducted openly according to school policy and statute.

New: Article 42 Stability of Agreement

(a) No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in

writing by the parties.
(b) The failure of the District or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the District or the Union to future performance of any such terms or conditions, and the obligations of the District and the Union to such future performance will
continue in full force and effect. New: Article 43 Duration
This Agreement will be effective from July 1, 2013, except as otherwise provided for, and will remain in full force and effect until June 30, 2016 and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than sixty (60) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.
Salary Scale: Increase each cell on the salary scale by 1.5% on July 1, 2013; 1% on July 1, 2014 and an additional 1% on the 92 nd school day; 1.5% on July 1, 2015.

Replace the list of positions and grades chart with the following (positions in bold have been moved up one grade except for Admin Asst/Tech Support Specialist which has moved from grade 1 to grade 3:

Grade	Position
1	Switchboard Operator
	Special Projects Assistant
	Elementary School Office Support Assistant
	HS Records Assistant
	Admin Assistant to Food Services
2	JH Main Office Support
	Central Office Assistant
	HS Faculty Office Support and Support to Dept. Leaders
	Facilities Office Support
	Admin Assistant to Athletic Director and Performing Arts Director
3	HS Counseling Student/Faculty Coordinator Office Support
	Admin Assistant/Technical Support Specialist
	HS Office Support: Staff Attendance and Student Demographics
	HS Main Office Support
	HS Main Office and Attendance Support
4	JH Registrar and Counseling Office Support
	APS Accounts Payable Specialist
	HS Counseling Office Support

5	Elementary School Admin Assistant
	Community Education Registrar
	ABRSD Accounts Payable Specialist
	Registrar and Admin Assistant to the Central Office and Director of Finance
	Pupil Services Admin Assistant
	HS Finance Coordinator
	HS Registrar
6	Admin Assistant to the Curriculum Office
7	Finance Specialist
	Personnel Assistant
8	APS Payroll Specialist
	Benefits Administrator/Registrar
	JH Admin Assistant/Office Supervisor
	Facilities Admin Assistant/Office Supervisor

Personnel Office Acton Public Schools Acton-Boxborough Regional Schools

TO:

Acton Public School Committee

Acton-Boxborough Regional School Committee

DATE:

June 6, 2013

FROM:

Marie Altieri and Maria Neyland

SUBJECT:

Tentative Agreement with AFSCME

Custodians and Maintenance Bargaining Unit

We reached a tentative agreement with AFSCME on June 5, 2013 following the guidelines of the School Committees and the Negotiations Subcommittee. AFSCME ratified this agreement on June 11, 2013. AFSCME represents 44 custodial and maintenance staff members earning a total of \$1.9 million in FY '13. Below is an outline of the changes and cost of contract.

1. Legal Language Changes

We had our new attorney, D. Moschos of Mirick O'Connell complete a full review of the language of each of our contracts. As your read through the MOA, you will see that many of the changes are legal language changes. These are not material changes, rather they reflect our current practice and updates to state and federal law.

2. Health Insurance

We have incorporated the co-pays that we agreed to with a side letter last year. We have also removed a benefit that was available to married couples who both work for the school district. Currently, married couples receive free health insurance. Starting July 1, 2014 they will pay 10% of the cost of health insurance and in July 1, 2015 they will pay the same as all other employees (25% HMO/50% Indemnity Plan).

3. Vehicle Allowance

We have increased the vehicle allowance for the five members of the association that drive their own vehicles from \$1,700 to \$2,100 per year for each year of the contract.

4. Base Wage Adjustment

FY '14 1.5%

FY '15 1.5%

FY '16 1.5%

5. Cost of Contract

The cost of steps on the AFSCME contract is 1% or \$21,000.

The cost of a 1.5% salary adjustment is \$32,000.

The increase in the vehicle allowance is \$2,000.

The total increase is \$55,000 or 2.9% in the first year and 2.5% in the second and third years.

This fits within the FY '14 budget.

Memorandum of Agreement
Between
Acton-Boxborough Regional School Committee
and the
School Committee of the Town of Acton
and the
American Federation of State, County and Municipal Employees
AFL-CIO, Massachusetts State Council 93 #1703
July 1, 2013 through June 30, 2016

WHEREAS, the Collective Bargaining Agreement between the Acton-Boxborough Regional District School Committee and the School Committee of the Town of Acton (the "School Committees") and the the American Federation of State, County and Municipal Employees AFL-CIO, Massachusetts State Council 93 #1703 (the "Association"), is scheduled to expire on June 30, 2013, and

WHEREAS, the School Committees and the Association have negotiated a successor Agreement;

NOW, THEREFORE, the School Committees and the Association agree that the New Agreement shall consist of the provisions of the Former Agreement, modified as follows:

1. Article II Union Dues and Initiation Fees

Replace all of article 2 with the following language:

2.1 Dues Check-Off:

- (a.) The District shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The deduction of dues shall be in accordance with approved District procedures.
- (b.) The Union agrees to indemnify and hold the District harmless against any and all claims, suits, or other forms of liability arising out of the application of this Section. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the School District Treasurer as may be required by said District Treasurer under General Laws, Chapter 180, Section 17A.
- (c.) In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Union shall collect those dues directly, and the School District shall not be held responsible for collection of those dues.
- (d.) Any authorization of dues shall be on the standard AFSCME payroll deduction card.

2.2 Agency Service Fees:

Add second paragraph:

It is understood that employees reserve the right to withdraw membership by giving at least sixty (60) days notice to the District Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union. Withdrawal will be subject to Agency Fee.

2. Article 3.1 Discipline

(a) Replace article 3.1 (a) with the following (bold is new language):

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended

to be from a less severe to a more severe corrective action in order to bring about the necessary change in work habits. However, in some circumstances, actions, omissions which have resulted or will result in harm to the institution, academic community, or members thereof, or when the district determines serious misconduct where the employer reserves the right to waive progressive discipline as defined in this article. An employee having successfully completed the probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

3. Article 3.2 Grievance and Arbitration Procedures

i. Replace the first paragraph of article 3.2 with the following:

- a. For purposes of this Article, a "grievance" will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement.
- b. The term grievance shall not apply to any matter as to which the School Committee, Superintendent or Principals are without authority to act.
- c. Any matter related to an accommodation of an employee in accordance with the American Disabilities Act shall not be subject to this grievance and arbitration procedure.
- d. A grievance shall be settled in the following manner:

Step 1: No change

ii. Step 2

Add the word "Director" before "of Facilities and Transportation."

Delete "or verbally" from the first sentence and add "in writing" after the word "steward" in the last sentence. Change, "Immediate Supervisor" to "Director of Facilities and Transportation."

iii. Step 3

Change 5 working days to 10 working days:

"The Superintendent shall respond to the steward in writing within ten (10) working days."

iv. Step 4

Replace the first sentence of Step 4 with:

If the grievance involves a disciplinary matter, and has not been resolved at Step 3, the Union may submit the grievance to arbitration and shall not submit

the grievance to the School Committee."

Add "working" before "days."

Delete the last sentence and replace it with:

"The failure of the Director of Facilities and Transportation, the Superintendent, or the School Committee to respond to the grievance within the appropriate timeframe shall be considered a denial, and the School District or the Union may move the grievance to the next step in the procedure. Only the School District or the Union may move the matter to arbitration.

v. Step 5

At the end of the section add the following provisions for arbitration: "The arbitration proceeding shall be subject to the following conditions:

- (a) The arbitrator shall have no power to add to, subtract from, or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.
- (b) The arbitrator shall not render a decision contrary to state or federal law.
- (c) Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.
- (d) Grievances may be settled without precedent at any stage of this procedure.

4. Article IV Seniority

- 4.2 Probationary Period: Change probationary period from Sixty (60) days to six (6) months. Change allowable absence days during the probationary period from 5 to 15.
- 4.3 Job Posting and Bidding

Change #3 Salary to Grade

Change #5 Assigned Hours of work, days off to "shift"

Delete #8 Person to whom application should be made

Delete #9 Signature of administrator

5. Article VIII, Holidays

8.1 (d) Replace with the following changes in bold:

"In order to be eligible to receive holiday pay, the employee must have been in pay status on his last regularly scheduled work day **before and after** the holiday, unless absent with the prior permission of the Director of Facilities and Transportation. Pay status shall include utilization of accrued leave.

6. Article IX Vacations With Pay

9.3 (j) Change the current language "An employee may carry over into the next vacation year up to one-half of his/her vacation time up to a maximum of two weeks." To:

"A maximum of one year's allotment of vacation days may be carried over from one year to the next."

7. Article X Payment Due to Absence on Account of Illness Article 10.1

(b) Since Workman's Comp is covered by M.G.L. c. 152, remove this article 10.1 (b).

8. Article XI, Payments for Excused Absences Article 11.2 Jury Duty

To comply with current law, delete current sentence, "The employer agrees to make up the difference in an employee's normal week's income and compensation received for jury duty." And replace with,

An employee required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages for a period of up to fourteen (14) days.

An employee required to serve on any federal jury on days he or she is scheduled to work, shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base wages for a period of up to fourteen (14) days.

An employee seeking compensation in accordance with this section shall notify his direct supervisor and the Principal or Superintendent after receipt of the notice of selection for jury duty, and shall furnish a written statement to the District showing dates of juror service, time served, and amount of juror compensation received.

Article 11.3 Military Leave

To comply with current law, replace existing article 11.3 with the following:

(a) Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other such military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in

any fiscal year.

- (b) The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay up to seventeen (17) days in any fiscal year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.
- (c) Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

9. Article XII Committees

Article 12.1 Safety Committee – Delete article

10. Article XIII, Hospitalization and Insurance.

Replace Article 13.1 with the following:

Benefits eligible employees will be offered the opportunity to purchase health insurance as part of the group plan(s) offered by the districts, as in effect from time to time for employees of the districts generally. For benefits eligible employees, the Committees will pay 75% of the cost of the plans eurrently offered to employees in June 2010. Effective July 1, 2011, the Committees will pay 75% of any HMO family or individual plans offered from time to time to employees of the districts generally and 50% of all other family or individual plans so offered. Coverage is placed into effect as of the first day of employment. Health insurance premiums may be paid with pretax dollars in accordance with applicable law.

Add list of co-pays to article 9.2:

Employees will pay the following co-pays:

Office Visit Co-Pay: \$ 20 Specialist Office Visit: \$ 35 Emergency Room: \$100 Hospital \$200 Day Surgery: \$100 High Tech Imaging: \$100

Rx (30 Days): \$10/\$25/\$40 Rx (90 Days) \$20/\$50/\$80

Article 13.1 second paragraph – Delete Article related to two or more employees belonging to a single family unit being eligible for free health insurance. Execute side letter agreeing that from July 1, 2013 to June 30, 2014 two or more employees belonging to a single family unit will pay 10% of the cost of health

insurance. Effective July 1, 2014, employees will pay the same as all other members of the unit as outlined in Article XIII.

11. Article XV Miscellaneous

15.5 Change mileage reimbursement from \$1700 to \$2100.

15.16 Children of Unit Members

- (a) Change the date for application to November 1 of the year prior to the student's enrollment.
- (b) Add phrase in bold for clarity:

 "There shall be a maximum limit of one (1) child of this unit's members per grade level K-8."
- 15.17 Add to the beginning, "For licenses required by the Districts, the Districts will pay the necessary state license renewal costs..."

15.18 Add article 15.18:

The Districts reserves the right to install video cameras for the purpose of School Safety. Video cameras may be installed inside and outside all work areas, excluding bathrooms. All employee's work-related matters may be the subject of video recordings.

15.19 The Districts may install hardware and software for employees to record time of arrival and departure from shifts. The district will notify AFSCME 30 days before implementation.

12. Article XVI, Nondiscriminiaton

To match current state and federal law, delete the current paragraph and replace with:

The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, military or veteran status, gender identity as defined by law, genetic information or because of membership or non-membership in the Union.

13. Article XIX Date Effective

Change article name to "Duration" and amend to reflect a three (3) year agreement effective July 1, 2013 through June 30, 2016.

Salary Scale: Increase each cell on the salary scale by 1.5% on FY '14; 1.5% in FY '15 1.5% in FY '16.

Signed this 12 c	ay of, 2013.
For the School Committees	For the Union
Maria Neyland, Negotiations Subco	e: 6/10/13 /10/12/ Date: 6/11//3
Maria Neyland, Negotiations Subco	nmittee Timothy Payson, AFSCME local 1703
	Programm

Previous Language 2010-2013

New Language 2013-2016

Article II Union Dues and Initiation Fees 2.1 Dues Check-Off:

During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Committees agree to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month.

Authorization for Payroll Deductions:

By:	•	
Last Name	First Name	Middle Initial
To:		
Employer	Depar	tment
Effective:	_	

I hereby request and authorize you to deduct from my earnings each pay period the amount of \$______ This amount shall be paid to the treasurer of Local #1703 and represents payment of my Union dues. These deductions may be terminated by me by giving sixty (60) days written notice in advance or upon termination of my employment.

2.2 Agency Service Fees:

The Committees shall, as a condition of employment during the life of this agreement, require that (1) all new employees who do not join the Union shall on or after the 30th day following the beginning of such employment pay an agency service fee to the Union and (2) All employees who have at one time been a member of this chapter of Local #1703 shall either retain membership or pay an agency fee to the Union. This amount shall be equal to the Union's regular and usual membership dues.

Article 3.1 Discipline

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to a more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

Article II Union Dues and Initiation Fees 2.1 Dues Check-Off:

- (a) The District shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The deduction of dues shall be in accordance with approved District procedures.
- (b) The Union agrees to indemnify and hold the District harmless against any and all claims, suits, or other forms of liability arising out of the application of this Section. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the School District Treasurer as may be required by said District Treasurer under General Laws, Chapter 180, Section 17A.
- (c) In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Union shall collect those dues directly, and the School District shall not be held responsible for collection of those dues.
- (d) Any authorization of dues shall be on the standard AFSCME payroll deduction card.

2.2 Agency Service Fees:

Add second paragraph:

It is understood that employees reserve the right to withdraw membership by giving at least sixty (60) days notice to the District Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union. Withdrawal will be subject to Agency Fee.

Article 3.1 Discipline

(a) Replace article 3.1 (a) with the following (bold is new language):

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to a more severe corrective action in order to bring about the necessary change in work habits. However, in some circumstances, actions, omissions which have resulted or will result in harm to the institution, academic community, or members

thereof, or when the district determines serious misconduct where the employer reserves the right to waive progressive discipline as defined in this article. An employee having successfully completed the probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

Article 3.2 Grievance and arbitration procedures:

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1:

Every effort shall be made by the aggrieved employee and the of Facilities and Transportation to arrive at a settlement before resorting to the formal steps of the grievance procedure.

Step 2:

The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing (using Appendix D grievance form) or verbally at a meeting with the employee's immediate supervisor within ten (10) working days of the date of the grievance or his/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within ten (10) working days. Grievances involving disciplinary action shall be processed beginning at the second step.

Step 3:

If the grievance has not been settled, it shall be presented in writing (using Appendix D grievance form) at a meeting with the Superintendent or his/her designee, within five (5) working days after the supervisor's response is due. The Superintendent or his/her designee, shall attempt to resolve the matter and shall respond to the steward in writing within five (5) working days.

Article 3.2 Grievance and arbitration procedures:

Replace the first paragraph of article 3.2 with the following:

- (a) For purposes of this Article, a "grievance" will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement.
- (b) The term grievance shall not apply to any matter as to which the School Committee, Superintendent or Principals are without authority to act.
- (c) Any matter related to an accommodation of an employee in accordance with the American Disabilities Act shall not be subject to this grievance and arbitration procedure.
- (d) A grievance shall be settled in the following manner:

Step 1: Add the word Director:

Every effort shall be made by the aggrieved employee and the **Director** of Facilities and Transportation to arrive at a settlement before resorting to the formal steps of the grievance procedure

Step 2:

The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing (using Appendix D grievance form) or verbally at a meeting with the employee's immediate supervisor Director of Facilities and Transportation within ten (10) working days of the date of the grievance or his/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward in writing within ten (10) working days.

Grievances involving disciplinary action shall be processed beginning at the second step. Step 3:

If the grievance has not been settled, it shall be presented in writing (*using Appendix D grievance form*) at a meeting with the Superintendent or his/her designee, within five (5) working days after the supervisor's response is due. The Superintendent or his/her designee, shall attempt to resolve the matter and shall respond to the steward in writing within five (5) ten (10) working days.

Step 4

If the grievance still remains unadjusted, it shall be presented in writing at a meeting with the School Committee at its next regular meeting. The School Committee shall respond in writing within ten (10) days after the next regular School Committee meeting. Failure by the School Committee to reply within this period shall be construed as a decision favorable to the employee.

Step 5

If the grievance is still unsettled, either party, may within forty (40) calendar days after the reply of the School Committee is due, by written notice to the other, request arbitration. If mutually agreed to by the School Committee and the Union, arbitration proceedings may be conducted by the Board of Conciliation and Arbitration pursuant to its rules and regulations. If either party does not agree, the arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations. Its decision will be final and binding upon the parties.

The cost of arbitration will be borne both by the employer and the Union equally. If a case involving disciplinary action reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due to the employee.

No grievance shall be considered which is not presented within the time frames of Step 2.

Step 4 Replace with the following:

If the grievance involves a disciplinary matter, and has not bee resolved at Step 3, the Union may submit the grievance to arbitration and shall not submit the grievance to the School Committee. The School Committee shall respond in writing within ten (10) days after the next regular School Committee meeting. The failure of the Director of Facilities and Transportation, the Superintendent, or the School Committee to respond to the grievance within the appropriate timeframe shall be considered a denial, and the School District or the Union may move the grievance to the next step in the procedure. Only the School District or the Union may move the matter to arbitration.

<u>Step 5</u> Leave the current step 5 as is and add the following to the end of step 5:

The arbitration proceeding shall be subject to the following conditions:

- (a) The arbitrator shall have no power to add to, subtract from, or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.
- (b) The arbitrator shall not render a decision contrary to state or federal law.
- (c) Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.
- (d) Grievances may be settled without precedent at any stage of this procedure.

Article IV Seniority

4.2 <u>Probationary Period</u>: Newly hired employees and employees hired after they have lost their seniority shall have no seniority status until they have completed a probationary period of sixty (60) working days. The Committees may discharge or lay off any employee, with or without cause, during his/her probationary period and such action shall not be the basis for a grievance under this Agreement. Upon completion of his/her probationary period, the employee's seniority shall date from the date of his/her hire. Days lost from work because of sickness or accident in excess of five (5) working

Article IV Seniority

Probationary Period: Change probationary period from Sixty (60) days to six (6) months. Change allowable absence days during the probationary period from 5 to 15.

4.2 <u>Probationary Period</u>: Newly hired employees and employees hired after they have lost their seniority shall have no seniority status until they have completed a probationary period of sixty (60) working days six months. The Committees may discharge or lay off any employee, with or without cause, during his/her probationary period and such action shall not be the

days during the probationary period shall not be considered in computing said sixty (60) day period, and shall not break the consecutive period.

4.3.1 Job Posting and Bidding:

When a position covered by this Agreement becomes vacant, simultaneously with posting the job externally, notice of such vacancy shall be sent to the Union President and the Head/Lead Custodian in each building and they will post it in a conspicuous place. This notice shall contain the following information:

- 1. Date of posting
- 2. Job Title
- 3. Salary
- 4. Location
- 5. Assigned hours of work, days off
- 6. Qualifications
- 7. Closing date for applications
- 8. Person to whom application should be made
- 9. Signature of administrator

basis for a grievance under this Agreement. Upon completion of his/her probationary period, the employee's seniority shall date from the date of his/her hire. Days lost from work because of sickness or accident in excess of five (5) fifteen (15) working days during the probationary period shall not be considered in computing said sixty (60) day period, and shall not break the consecutive period.

4.3.1 Job Posting and Bidding:

Change required posting information to the following:

- 1. Date of posting
- 2. Job Title
- 3. Change Salary Grade
- 4. Location
- 5. Assigned hours of work, days off Shift
- 6. Qualifications
- 7. Closing date for applications
- 8. Person to whom application should be made
- 9. Signature of administrator

Article VIII, Holidays

(d) In order to be eligible to receive holiday pay, the employee must have been in pay status on his last regularly scheduled work day following the holiday, unless absent with the prior permission of the Director of Facilities and Transportation.

Article VIII, Holidays

(d) In order to be eligible to receive holiday pay, the employee must have been in pay status on his last regularly scheduled work day **before and after** the holiday, unless absent with the prior permission of the Director of Facilities and Transportation. **Pay status shall include utilization of accrued leave.**

Article IX Vacations With Pay

9.3 (j) An employee may carry over into the next vacation year up to one-half (1/2) of his/her vacation time up to a maximum of two weeks.

Article IX Vacations With Pay

9.3 (j) Change the current language to: A maximum of one year's allotment of vacation days may be carried over from one year to the next.

Article X Payment Due to Absence on Account of Illness

10.1 (b) Workman's Compensation. Each employee covered under the Workman's Compensation law shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152 as amended. Sickness or injury arising out of connection with the service to the school system and for which Workmen's compensation is payable shall be granted the difference between Workmen's Compensation payments and the regular straight time pay.

Article X Payment Due to Absence on Account of Illness

10.1 (b) Since Workman's Comp is covered by M.G.L. c. 152, remove this article 10.1 (b).

Article XI, Payments for Excused Absences

Article 11.2 <u>Jury Duty</u>. The employer agrees to make up the difference in an employee's normal week's income and compensation received for jury duty.

Article XI, Payments for Excused Absences

Article 11.2 <u>Jury Duty</u>. To comply with current law, delete current sentence and replace with: An employee required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages for a period of up to fourteen (14) days.

An employee required to serve on any federal jury on days he or she is scheduled to work, shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base wages for a period of up to fourteen (14) days.

An employee seeking compensation in accordance with this section shall notify his direct supervisor and the Principal or Superintendent after receipt of the notice of selection for jury duty, and shall furnish a written statement to the District showing dates of juror service, time served, and amount of juror compensation received.

Article 11.3 Military Leave

Military Leave. The Committees will comply with all state and federal laws with respect to mandatory military leave of absence. Employees who are required to perform active duty for training will do so during the months of July or August except when the necessity of the government makes other demands absolutely necessary. The Committees will make up for the difference between the normal compensation and the military pay.

Article 11.3 Military Leave

To comply with current law, replace existing article 11.3 with the following:

- (a) Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other such military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.
- (b) The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay up to seventeen (17) days in any fiscal year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.
- (c) Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Article XII Committees

- 12.1 <u>Safety</u>. A safety committee composed of two (2) members of the bargaining unit and two (2) representatives of the Committees, one of whom will be chairman, shall meet as needed to review safety priorities. Any safety recommendations to be made by this committee shall be advisory to the School Committees.
- (a) An employee, who believes that required work is

Article XII Committees

Article 12.1 Safety Committee - Delete article

a hazard to his or her health or safety or to that of another employee, may refuse to do that work pending resolution by the Safety Committee. No disciplinary action shall be taken against the employee. If the Safety Committee finds that the required work is safe, the employee must perform that work upon the next assignment.

Article XIII, Hospitalization and Insurance.

13.1 Benefits eligible employees will be offered the opportunity to purchase health insurance as part of the group plan(s) offered by the districts, as in effect from time to time for employees of the districts generally. For benefits eligible employees, the Committees will pay 75% of the cost of plans currently offered to employees in June 2010. Effective July 1, 2011, the Committees will pay 75% of any HMO family or individual plans offered from time to time to employees of the districts generally and 50% of all other family or individual plans so offered. Coverage is placed into effect as of the first day of employment. Health insurance premiums may be paid with pretax dollars in accordance with applicable law.

13.2 If two (2) or more employees of Acton Public Schools and/or Acton-Boxborough Regional Schools belong to a single family unit and are eligible for coverage under the Article, each may at his/her option have his/her entitlement applied to the full cost of a single policy covering said family unit.

Article XIII, Hospitalization and Insurance.

13.1 Benefits eligible employees will be offered the opportunity to purchase health insurance as part of the group plan(s) offered by the districts, as in effect from time to time for employees of the districts generally. For benefits eligible employees, the Committees will pay 75% of the cost of the plans currently offered to employees in June 2010. Effective July 1, 2011, the Committees will pay 75% of any HMO family or individual plans offered from time to time to employees of the districts generally and 50% of all other family or individual plans so offered. Coverage is placed into effect as of the first day of employment. Health insurance premiums may be paid with pretax dollars in accordance with applicable law.

Add list of co-pays to article 13.1:

Employees will pay the following co-pays:

Office Visit Co-Pay: \$ 20
Specialist Office Visit: \$ 35
Emergency Room: \$100
Hospital \$200
Day Surgery: \$100
High Tech Imaging: \$100

Rx (30 Days): \$10/\$25/\$40 Rx (90 Days): \$20/\$50/\$80

Remove Article 3.2 Execute side letter agreeing that from July 1, 2013 to June 30, 2014 two or more employees belonging to a single family unit will pay 10% of the cost of health insurance. Effective July 1, 2014, employees will pay the same as all other members of the unit as outlined in Article XIII.

Article XV Miscellaneous

15.5 Mileage. A sum shall be paid at the first pay period in January of each year to those employees who regularly use their vehicles in their work, namely, the plumber, electrician, and HVAC. The amounts for this contract are:

<u>2010-2011</u> <u>2011-12</u> <u>2012-13</u> \$1600.00 \$1700.00 \$1800.00

15.16 Children of Unit Members

(a) As a benefit for employees covered by this

Article XV Miscellaneous

15.5 Change mileage reimbursement from \$1700 to \$2100.

15.16 Children of Unit Members

(a) Change the date for application to November 1 of

agreement, the children of unit members may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of Kindergarten registration.

- (b) There shall be a maximum limit of one (1) such child per grade level in grade K-8. If more than one (1) child applies for admission, then one (1) shall be selected by lottery administered jointly by the Union and the Administration. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline.
- (c) There shall be a maximum of six (6) such children in grades 9-12. However, the application deadline in Section 15.16 (a) above must be met.
- (d) If the Acton Public Schools and the Acton-Boxborough Regional School District remain a Choice community, and in the event any provision of the School Choice Law is in conflict with Article.
- 15.17 The Districts will pay the necessary state license renewal costs for: Hoist Engineer, Class C for the Grounds person I; Plumbing, Heating and Pipe fitting for the Plumber; and Electrical for the Electrician.

the year prior to the student's enrollment.

As a benefit for employees covered by this agreement, the children of unit members may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of Kindergarten registration November 1 of the year prior to the student's enrollment.

(b) Add phrase in bold for clarity:

There shall be a maximum limit of one (1) child of this unit's members per grade level K-8."

There shall be a maximum limit of one (1) such child child of this unit's members per grade level in grade K-8. If more than one (1) child applies for admission, then one (1) shall be selected by lottery administered jointly by the Union and the Administration. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline.

15.17 Add to the beginning, "For licenses required by the Districts, the Districts will pay the necessary state license renewal costs..."

15.18 Add new article 15.18:

The Districts reserves the right to install video cameras for the purpose of School Safety. Video cameras may be installed inside and outside all work areas, excluding bathrooms. All employee's work-related matters may be the subject of video recordings.

15.19 Add new article 15.19:

The Districts may install hardware and software for employees to record time of arrival and departure from shifts. The district will notify AFSCME 30 days before implementation.

Article XVI, Nondiscrimination

16.1 There shall be no discrimination, restraint or coercion by either of the Committees or the Union against any employee because of membership or non-membership in the Union or participation in its affairs or because of an employee's race, color, creed, national origin, limited English proficient, gender, age, sex, sexual orientation, veteran status, handicap or homeless, marital status or the lawful exercise by an employee of political activity outside of school.

Article XIX Date Effective

19.1 This Agreement shall become effective as of the first day of July, 2010, and remain in full force and effect until June 30, 2013.

Article XVI, Nondiscriminiaton

To match current state and federal law, delete the current paragraph and replace with:

16.1 The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, military or veteran status, gender identity as defined by law, genetic information or because of membership or non-membership in the Union.

Article XIX Date Effective

Change article name to "Duration" and amend to reflect a three (3) year agreement effective July 1, 2013 through June 30, 2016.

Article XIX Duration
19.1 This Agreement shall become effective as of the
first day of July, 2010, and remain in full force and
effect until June 30, 2013.
Salary Scale: Increase each cell on the salary scale by
1.5% on FY '14; 1.5% in FY '15 1.5% in FY '16.

DISTRICT WELLNESS POLICY

The Acton Public Schools and the Acton-Boxborough Regional School District are committed to providing a school environment that enhances the learning and development of lifelong wellness practices. To that end, the Districts promote actions, behaviors and learning that create a healthy and safe environment for all.

It is the goal of the Districts to promote physical, emotional and social well-being through coordinated school and community guidelines. This includes providing a healthy environment, counseling services, school nurse services, nutritious school meals, comprehensive health education, physical education, and other opportunities for physical activity. It is the intent of this Policy to foster independence in students by addressing curricula and supports for student nutrition, health/hygiene, human sexuality, and physical activity.

Furthermore, it is the school's expectation that specific actions will take into account the health needs and well-being of all children without discrimination or isolation of any child. It is the School District's belief that education, along with open and informative communication is vital to the establishment of an environment that promotes the making of healthy choices by children. The guidelines herein reflect a commitment to the development of the whole child to foster an environment in which students and staff can make informed healthy lifestyle choices.

The Acton and Acton-Boxborough School Districts will support the district-wide Wellness Policy through adherence to regulatory requirements facilitating the establishment of School Wellness Advisory Committees (SWAC). This district-wide committee will have the primary function of overseeing the implementation of the Wellness Policy by addressing the requirements below:

- Meet a minimum of four times per year.
- Consist of membership appointed by the Superintendent, representing the following constituents: school administrators, school nurses, physical education staff, school nutrition staff, parents/guardians, students, school committee, and community youth serving agencies.
- Develop an annual, measurable action plan with required components.
- Yearly, monitor and evaluate the effectiveness of School Wellness Policy, Wellness Guidelines, and district-wide Action Plan.
- Submit an annual report to the Superintendent of Schools and the School Committee that includes: review of SWAC membership and participation, policy recommendations, action plan outcomes, and assessment of accomplishments and work still needed.

The Superintendent or designated representative has operational responsibility for the district's implementation of the Wellness Policy.

LEGAL References:

M.G.L. Chapter c111,s222

CROSS References:

File: ADFR/File: JLCEA – Life Threatening Allergy Policy/Procedures

Originally Revised: March 26, 2009

Revised: TBD

FILE: ADF Revised 3/26/09

Acton Public Schools and Acton-Boxborough Regional Schools

Wellness Policy

The Acton Public Schools and the Acton-Boxborough Regional School District are committed to providing a school environment that enhances the learning and development of lifelong wellness practices. To that end, the Districts promote actions, behaviors and learning that create a healthy and safe environment for all.

It is our goal to promote physical, emotional and social well-being through coordinated school and community guidelines. This includes providing a healthy environment, counseling services, school nurse services, nutritious school meals, comprehensive health education, physical education and other opportunities for physical activity. It is the intent of this policy to foster independence in students in order to enable them to become independent and self-directed learners by taking the initiative to meet their own health and nutritional needs as developmentally appropriate, with the support of their families.

Furthermore, it is our expectation that specific actions will take into account the health needs and well-being of all children without discrimination or isolation of any child. It is the School Districts' belief that education along with open and informative communication is vital to the establishment of an environment that promotes the making of healthy choices by children. The guidelines herein reflect a commitment to the development of the whole child to foster an environment in which students and staff can make healthful choices related to food and physical activity, throughout their tenure in the Acton Public Schools and the Acton-Boxborough Regional School District.

The Acton and Acton-Boxborough school districts will support this district-wide Wellness Policy through building based Health Advisory Councils. These Councils will have the primary function of overseeing the implementation of the Wellness policy. The Food Service Director will be responsible for all the Nutrition Standards. Each school will establish a Health Advisory Council responsible for the implementation of the Wellness Policy. Each School Health Advisory Council will:

- Meet a minimum of two times during the school year.
- Consist of members appointed by the Principal representing the following constituents: Building Principal, School Nurse, Teacher representatives (2), Parents (2), Food Service Director and/or Food Service Building Manager, and may include a student Council Representative (if appropriate).
- Develop guidelines for each standard (Nutrition Education, Physical Activity and other school-based events).
- By November 30th of each year, develop and submit action plans for implementation of the recommended standards, using the prior June's Annual Report.
- Yearly, monitor and evaluate the effectiveness of Wellness Guidelines.
- By June of each year, provide an annual report to the Superintendent of Schools regarding the
 implementation of both the Wellness and Life-Threatening Food Allergy Policies with
 recommendations to improve student wellness.

The Superintendent or designated representative has operational responsibility for the Districts' implementation of the Wellness policy.

LEGAL REF:

CROSS REF: File: ADFA/File: JLCEA - Life-Threatening Allergy Policy/Procedures

Revised: March 26, 2009

ACTON PUBLIC SCHOOL DISTRICT AND ACTON-BOXBOROUGH REGIONAL SECOND 6/20/13 SCHOOL DISTRICT File: GCCC/GDCC

FAMILY AND MEDICAL LEAVE POLICY

I. **POLICY**

Introduction Α.

The Federal Family and Medical Leave Act of 1993 ("FMLA") entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons, as explained below.

Employee Eligibility B.

To be eligible for FMLA benefits with the Acton Public School District and Acton-Boxborough Regional School District (the "Districts"), an employee must:

- Work for the Districts: 1.
- 2. Have worked for the Districts for a total of at least twelve months in the prior 7 years: and
- Have worked at least 1,250 hours over the previous twelve months, prior to 3. the leave request.

C. Leave Entitlement

Section 1. The Districts will grant an eligible employee up to a total of twelve work weeks of unpaid leave during a rolling 12-month period for one or more of the following reasons:

- For the birth of a son or daughter and to care for the new born son or 1. daughter;
- 2. For the placement with the employee of a son or daughter for adoption or foster care;
- 3. To care for an immediate family member (spouse, son or daughter, or parent) with a serious health condition;
- 4. When the employee is unable to work because of his/her own serious health condition that prevents him/her from performing the functions of his/her job: or

For the purposes of calculating the 12-month period referred to above, the Districts will measure the 12-month period backward from the date of an employee's request for FMLA leave. Each time an employee takes FMLA leave, the Districts will determine the total amount of FMLA leave used by the employee during the preceding 12 months, and the remaining time available to the employee will be the balance of 12 weeks which has not been used.

5. For a "qualifying exigency" (as defined in 29 CFR § 825.126) when the employee's spouse, son, daughter, or parent who is a member of any branch of the military, including the National Guard or Reserves, has been deployed or called to active duty in a foreign country.

Spouses employed by the Districts are jointly entitled to a combined total of twelve work weeks of family leave except when the leave is needed to care for a son, daughter or a spouse with a serious health condition; under such circumstances, such employees may each be eligible for up to 12 weeks of family leave.

Leave for birth or placement for adoption or foster care must conclude within twelve months of the birth or placement.

Section 2. The Districts will also grant an eligible employee up to a total of twenty-six weeks of unpaid FMLA leave for the following reasons:

- 1. To care for a spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative), who is a current member of the Armed Forces (including a member of the National Guard or Reserves) and who is undergoing medical treatment, recuperation or therapy, is an outpatient, or is on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces.
- 2. To care for a spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative), who is a veteran undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty) and that manifested itself before or after the member became a veteran. The veteran must have been a member of the Armed Forces (which includes the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

Such 26-week leave period shall only be available for a single 12-month period.² To the extent spouses work for the Districts, the aggregate number of workweeks available to both spouses shall be limited to 26 weeks during the single 12-month period. In addition, any leave taken during that single 12-month period for one of the other qualifying reasons (as noted in this Policy) shall count against the 26 weeks available. (Only 12 of the 26 weeks total may be used for an FMLA-qualifying reason other than to care for a covered servicemember.)

Calculation of the single 12-month period in this Section shall be based off the 12-month period immediately following the first day of such FMLA-qualifying leave. Such 26-week period shall not be based on the rolling measurement noted in Section 1.

Section 3.

- 1. Under some circumstances, employees may take FMLA leave intermittently.
- 2. Also, the Districts may require employees to use accrued paid leave³, such as sick or vacation leave, to cover some or all of the FMLA leave. When paid leave is used, the employee must follow the Districts' paid leave policies and procedures with respect to use of such leave.
- 3. When intermittent leave is needed to care for an immediate family member, the employee's own illness, or a covered servicemember, and is for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Districts' operation.
- 4. The Districts may temporarily transfer an employee taking intermittent or reduced-schedule leave to an alternative job, with equivalent pay and benefits, that accommodates recurring periods of leave better than the employee's regular job when such leave is foreseeable based on planned medical treatment.
- 5. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be designated as such even if the employee does not specifically identify the time off as FMLA leave.

D. <u>Maintenance of Health Benefits</u>

The Districts will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with the Districts to pay his or her share of health insurance premiums while on leave. The Districts may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

E. Job Restoration

Upon return from FMLA leave, an employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using FMLA leave.

The Districts' policy on use of paid leave is subject to, and will be administered in accordance with, the Massachusetts Maternity Leave statute.

F. <u>Notice Certification and Status Reports</u>

Employees seeking to use FMLA leave are required, as appropriate, to provide to their appointing authority:

1. NOTICE: Thirty (30) days advanced notice of the need to take FMLA leave when the need is foreseeable, otherwise as soon as is practicable;

2. MEDICAL CERTIFICATION:

- (a) Medical certification supporting the need for leave due to a serious health condition affecting the employee, an immediate family member, or a covered servicemember with a serious injury or illness;
- (b) Second or third medical opinions and periodic recertifications (at the Districts' expense) if requested by the Districts; and
- (c) Medical certification and/or fitness for duty certification supporting the employee's ability to return to work as requested by the Districts, which the Districts may request include a statement from a health care provider that the employee can perform all of the essential functions of the job.
- 3. QUALIFYING EXIGENCY: Certification supporting the need for leave due to a qualifying exigency.
- 4. STATUS REPORTS: Periodic reports during FMLA leave regarding the employee's status and intent to return to work as requested by appointing authority.

The Districts will provide the employee with the appropriate notice, designation and certification forms in accordance with the FMLA regulations.

G. Other Provisions

This Policy shall at all times be interpreted in a manner consistent with the Department of Labor's Regulations pertaining to the Family and Medical Leave Act of 1993. The FMLA does not affect any other federal or state law which prohibits discrimination, nor supercede any state or local law which provides greater family or medical leave protection. Nor does it affect the Districts' obligation to provide greater leave rights under a CBA or employment benefit plan, where applicable.

H. Departmental Procedures

The Districts' appointing authorities may establish their own procedures to implement this policy, subject to the approval of the Superintendent of Schools.

File: GCCC/GDCC

STAFF FAMILY AND MEDICAL LEAVE

Current Policy

The School Systems shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent shall issue, and from time to time amend, regulations setting forth the rights and procedures granted by the Act, and shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.:

P.L. 103-3, "Family and Medical Leave Act of 1993"

DRAFT
FIRST READ
6/6/13
ACTION PUBLIC SCHOOL DISTRICT AND ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT

SMALL NECESSITIES LEAVE ACT POLICY AND PROCEDURES

I. **POLICY**

Eligibility A.

Employees that have been employed by the Acton Public School District or the Acton-Boxborough Regional School District ("the Districts") for at least twelve (12) months and have provided 1,250 hours of service to the Districts during the previous twelve (12) month period of time and qualify for Family Medical Leave status are eligible for leave under the Massachusetts Small Necessities Leave Act ("SNLA").

Purpose and Amount of Leave В.

An eligible employee is entitled to 24 hours of SNLA leave for any of the following purposes:

- to participate in school activities directly related to the educational advancement of the eligible employee's son or daughter¹, such as parent-teacher conferences or interviewing for a new school²;
- to accompany the eligible employee's son or daughter to routine medical or dental appointments, such as check-ups or vaccinations; or
- to accompany the eligible employee's elderly relative³ to routine medical or dental appointments or appointments for other professional services related to the elder's care. such as interviewing at nursing or group homes.

C. Twelve Month Period

The twelve (12) month period shall be consistent with that established under the Districts' Family and Medical Leave Act Policy.

D. Intermittent Use of Leave

Eligible employees may use SNLA leave in increments of time of one (1) hour or more.

1 of 3

A "son or daughter" is defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. Further, the son or daughter must be under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

A "school" is a public or private elementary or secondary school, a Head Start program assisted under the Head Start Act, or a licensed children's day care facility.

An "elderly relative" is an individual that is at least 60 years of age and who is related by blood or marriage.

E. Use of Accrued Leave

Eligible employees that have accrued vacation, personal or sick leave (for medical appointments only) at the time they use SNLA leave will be required to use such accrued leave during the time they are on SNLA leave.

Eligible employees that do not have accrued vacation, personal or sick leave (for medical appointments only or as otherwise permitted by Districts policy or collective bargaining agreement) at the time they use SNLA leave will receive unpaid leave.

F. Return to Work

An employee that receives SNLA leave will be restored to the position he or she held when the SNLA leave commenced.

II. PROCEDURES

A. Notice

Eligible employees must request SNLA leave at least seven (7) days in advance of the time for which SNLA leave is requested whenever the need for SNLA leave is foreseeable. If the need for SNLA leave is not foreseeable, an eligible employee must give the Districts notice as soon as practical. All notices to the Districts shall be made in writing unless circumstances prohibit written notice.

B. Certification

Each time an eligible employee takes SNLA leave, the eligible employees must complete a certification. Certification forms are available in the Superintendent's office. As required by law, the certification will be maintained in the eligible employee's personnel file for three (3) years.

Exhibit

SMALL NECESSITIES LEAVE ACT

Employee Certification

I certifollowing pur	fy that onpose:	I will/did take	hours of leave for the
[]	to participate in school of my son/daughter.	•	d to the educational advancement
[]	to accompany my so	n/daughter to a routine med	dical or dental appointment.
[]	• •	lerly relative to a routine me er professional services rela	edical or dental appointment or ated to the elder's care.
Employee Na	me:	1	Date:

LICENSE AGREEMENT

This Agreement is dated as of July 1, 2013 by and between Acton Boxborough Regional School District ("Licensor") with an address at 16 Charter Road, Acton, Massachusetts, 01720, and The Discovery Museum ("Licensee") with an address at 177 Main Street, Acton Massachusetts, 01720.

Deleted: 2

- 1. <u>License</u>. In consideration of Licensee providing the Acton Public Schools with a minimum of 16 outreach programs, Licensor licenses to Licensee the <u>exclusive</u>, except with access to the closet, right to occupy and use the Premises consisting of the use of a separately demised, secured portion of the cafeteria located in the former Florence A. Merriam Elementary School building located on Charter Road in Acton, Massachusetts (the "Premises"), as well as the non-exclusive right to use the entrances, corridors and other common areas not otherwise leased to access the Premises, all in accordance with the terms of this Agreement. Licensee will be given a building and a room key to allow 24-hour access, 7 days a week to the Premises.
- 2. <u>Term</u>. The term of this Agreement shall commence on July 1, 2013, and shall terminate on July 31, 2014, unless earlier terminated by Licensor as provided herein.

Ĺ	Deleted:	2	
1	Deleted:	3	

- 3. <u>Use</u>. Licensee shall only use the Premises for general office use, storage set-up, and distribution of its outreach kits and programs and for no other purposes.
- 4. <u>Insurance</u>. Licensee shall obtain and provide Licensor with evidence of a liability insurance policy in the amount of \$1,000,000 and which shall otherwise be satisfactory to Licensee. Licensee acknowledges that Licensor is not responsible for any theft or damage of Licensee's personal property and equipment and Licensee agrees to insure the same in appropriate amounts.
- 5. <u>Services</u>. Licensor is not responsible for providing Licensee with any telephone or internet service. Licensor shall provide, at no cost to Licensee, electricity, HVAC and water to the Premises.
- 6. No Alterations; Maintain Premises; and Granting Rights to Use. Licensee may not alter, add to, or improve the Premises. Notwithstanding the foregoing, Licensee may install a temporary, moveable, internal ramp to access the Premises, provided that Licensee removes the temporary ramp when Licensee is not using the Premises. Licensee shall maintain the Premises in good order and repair and return the same in such condition at the end of the term of this Agreement. Licensee may not assign, transfer or otherwise encumber any rights granted to Licensee hereunder, all of which rights are personal and restricted to Licensee and Licensee may not grant any right to use the Premises to anyone without Licensor's prior written consent. Any attempted transfer of any of Licensee's rights under this Agreement without such consent shall be void and shall result in the automatic termination of this Agreement.

- 7. <u>Indemnity</u>; <u>Limited Liability of Licensor</u>. Licensee agrees to defend, indemnify and hold Licensor harmless from and against all claims, liabilities and expenses (including attorneys' fees) arising from (i) any use or activity of Licensee (including Licensee's guests and invitees) resulting in injury or death to any person or damage to any property and (ii) any breach or default of Licensee under this Agreement. Licensor's liability to Licensee under this Agreement shall in all events be limited to its interest in the Premises leased by Licensor, <u>except for the gross negligence</u>, if any, of the Licensor.
- 8. <u>Access</u>. Licensor shall have the right to enter the Premises as necessary for repairs and maintenance, and for other reasons. Licensor shall endeavor to notify Licensee orally in advance of such entry if reasonably possible.
- 9. <u>Broker</u>. Licensee represents and warrants that it has not dealt with any broker in connection with this Agreement and agrees to indemnify and hold Licensor harmless for any commissions due to any broker with whom Licensee has dealt.
- 10. <u>Compliance with Law</u>. Licensee agrees to comply with all laws applicable to Licensee and its use of the Premises. Licensee shall comply with all directions given to Licensee by Licensor.
- 11. <u>Default</u>. Upon any default or breach of this Agreement by Licensee, Licensor shall be entitled to revoke the license granted hereunder, terminate this Agreement, evict Licensee, to recover damages (including attorneys' fees) for losses suffered by Licensor as a result of such default, including costs of collection and enforcement of Licensor's rights (including attorney's fees) under this Agreement, and to take any or all other actions allowed at law or in equity, any such actions and the exercise of such remedies being cumulative and not exclusive one of any other.
- 12. <u>Parking</u>. Licensor reserves the right to restrict and designate Licensee's parking privileges. Licensee will have access to parking closest to the room for short periods of time (fifteen minutes) for the purposes of loading and unloading vehicles.
- 13. <u>Effectiveness</u>. The effectiveness of this Agreement is expressly conditioned on the Acton School Committee's consent hereto.
- 14. <u>Acknowledgement</u>. Licensee hereby expressly acknowledges that: (i) this Agreement merely grants a limited license to use a portion of the Premises; (ii) does not convey a possessory interest in any of the Premises, and (iii) may be revoked by Licensor, in its sole discretion, at any time, upon providing Licensee with sixty (60) days prior written notice. <u>Upon termination the obligations of both parties shall cease, except for the indemnity in paragraph #7</u>.

This Agreement is agreed to as of the date first written above.

	LICENSOR;	
	Ву:	
	Name: Stephen E. Mills	
	Title: Superintendent	
	LICENSEE:	
	Ву:	
	Name: Neil H. Gordon	
	Title: Executive Director	
The Acton-Boxborough R License:	egional School Committee hereby consents and agrees to this	
ACTON-BOXBOROUGH	H REGIONAL SCHOOL COMMITTEE	
Ву:		7
Name: Maria Neyland		Deleted: Xuan Kong
Title: Chairperson		

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

To:

Stephen Mills

From:

Alixe Callen

Date:

May 31, 2013

aucalle

Please accept a donation of \$20,000.00 from Brian Sheth which will support our Academic Decathlon, Science, and Speech and Debate Teams trips to their respective National Championships.

The funds will be deposited into Fund 3308, Senior High Gift Account.

Thank you.

10f3

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

To:

Stephen Mills

From:

Alixe Callen

CC:

Andrew Crick

Date:

April 23, 2013

Please accept a donation of \$1,500.00 from Henry and Carol Lukas which will support our Academic Decathlon Team.

The funds will be deposited into Student Activities, Academic Decathlon account and will be used to support the team's participation in the national competition.

Thank you.

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

To:

Stephen Mills

From:

Alixe Callen

CC:

Brian Dempsey

Date:

April 23, 2013

Please accept a donation from the Massachusetts Science Olympiad in the about of \$1,100.00 which will support ABRHS Science Team.

The funds will be deposited Student Activities, Science Team account and will be used to support the team's participation in their national competition.

Thank you.

Acton Public Schools
FY'13 Fiscal Year End Review
June 20, 2013

Superintendent
Dr. Stephen Mills

Introduction

We are thankful for the support for the Acton Public Schools' FY'14 Budget

Acton Public Schools FY'13 Fiscal Year End Review June 20, 2013

Don Aicardi, Finance Director

3

APS FY'13 Projected Year End Balance

Current FY'13 Year End Estimate: \$349k

Year End Balance As A Percentage: 1.3% of \$26.5m budget

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

What are our goals?

.

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

- A. Purchase on a priority basis requests not included in the FY'14 budget?
- B. Allow unexpended APS balances to become part of the certification of municipal free cash?



FY'13 Year End Expenditures That We Are Weighing

Some of 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."

FY'13 Year End Expenditures

We Have Already Committed To:

Item	Cost	Rationale
Safety/Security Equipment	\$90,000	Committed to pay for APS's portion of Safety Task Force recommendations outlined at April 10, 2013 meeting

FY'13 Year End Expenditures That We Are Weighing

Strongly Recommended Expenditures:

Item	Cost	Rationale
Reading & Writing Units of Study	\$15,000	Due to newly published state "frameworks," investments should be made in all five elementary schools (Current FY'13 APS Learning Materials Account is \$7,200)
Gates School	\$9,000	Last two rooms at Gates with carpet - will be healthier and easier to maintain with tile floor
TOTAL	\$24,000	Strongly Recommended

FY'13 Year End Expenditures That We Are Weighing

Item	Cost	Rationale
Desk and Chair Replacement (10 classrooms at Gates total)	\$60,921 for 10 \$30,460 for 5	Discussion with Principal during FY14 budget deliberations unveiled need to begin to address condition of classroom equipment
Desk and Chair Replacement (15 classrooms at Douglas total)	\$79,288 for 15 \$30,460 for 5	Discussion with Principal during FY14 budget deliberations unveiled need to begin to address condition of classroom equipment
Conant	\$31,877 \$0	Cafeteria tables (\$21k), 200 chairs (\$5,440), chair dolly (\$536)
TOTAL	\$60,920	Recommendation (Partial)

FY'13 Year End Expenditures That We Are Weighing

Recommendation:

Remaining Desks and Chairs in Classrooms at Gates and Douglas should be re-evaluated once purchases are made; Balance of purchase can be addressed in upcoming FY15 budget or at FY14 Year End

(Supplies/Furniture accounts for six elementary schools will be reviewed).

\$31k Furniture request for Conant will be reviewed as a potential purchase from Community Education funding

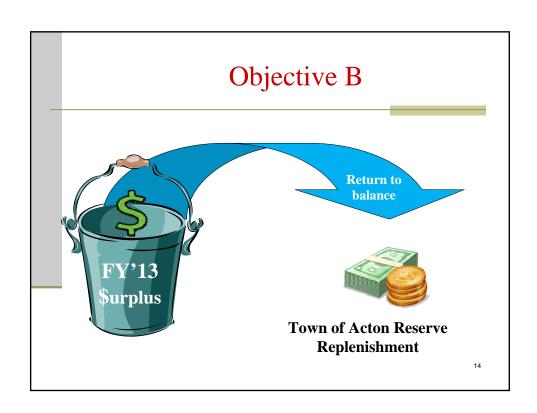


To Summarize:

\$90,000 Already Committed
\$24,000 Strongly Recommended
\$60,920 Recommended (Partial)

TOTAL \$174,920 From FY'13 Year End

Capacity



Review of Total Acton Reserves (slide from December, 2012)

Beginning Balance of Reserves

Entering FY'12 (thru FY10): \$8.02m

Beginning Balance of Reserves Entering FY'13 (thru FY11):

\$9.3m

Beginning Balance of Reserves Entering FY'14 (thru FY12):

\$10.1m

15

Review of Reserves (Acton Only) (from December, 2012)

The complexity of replenishment: For the Town of Acton (municipal and schools)

The ALG Plan for	Assumed Replenishment of Reserves	At end of	Actual Replenishment of Reserves
FY'12	\$250K	FY'11	\$2.7M
FY'13	\$250K	FY'12	\$2.2M

APS FY'14 Budget

FY'10 to FY'11 Annual increase? 0.61% FY'11 to FY'12 Annual increase? 0.78% FY'12 to FY'13 Annual increase? 1.72%* FY'13 to FY'14 Annual increase? 1.50%

*Decreased 1.37% by \$358,000 Federal EdJobs Grant

17

FY'13 Positive Year End Fund Balance

If \$174,920 in "already committed/strongly recommended/partial recommended" proposed spending moved forward, what would the APS FY'13 turnback be?

Current Estimate: \$175k

Reserves Replenishment (from Budget Saturday, January, 2013)

Both school systems have benefited from the use of reserves to help support education.

Because of that support, the replenishment of reserves is a pro-education decision.

APS (After YE Spending)		
FY'10	\$721k	
FY'11	\$498k	
FY'12	\$360k	
FY'13	\$175k	

Objective B

REMINDER:

The final version of the Town of Acton's FY'14 ALG plan once again assumed that **\$250k** would be generated at the close of FY'13 from Fiscal Year Turnbacks & Excess Revenues for the entire municipal budget (municipal and schools together)

CURRENT ACTON SCHOOLS EST: \$175k
CURRENT ACTON MUNICIPAL EST: \$????

FY'13 Positive Year End Fund Balance

No vote is "required" to transfer funds; but, consistent with the desire of the SC to review any significant year end spending proposals, we are presenting spending recommendations for your input and affirmation.

Continue to review all spending over the next month (until mid-July)

21

Wrap Up

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

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

May 30, 2013

Dennis Bruce, Chair Acton Public School Committee

Dear Dennis,

At its May 21, 2013, meeting the Acton Finance Committee reviewed emerging information from the School administration regarding year end spending being considered at both the local and regional levels. Based on information derived from agenda packets, the chart on the next page formed the basis for our discussion.

By a vote of 8 to 1, the Finance Committee passed the following motion:

The Finance Committee recommends that school committee year end spending be limited in scope to security, safety, and energy efficiency items and specifically should not include Science room tables, desks and chairs for the elementary schools, and cafeteria furniture and equipment.

Our rationale for this position included the belief that furniture needs should be identified through the normal budgeting process and incorporated into the operating budgets. The Finance Committee fully supports efforts to improve security in conjunction with the work of the Safety Task Force and agrees that spending the funds at an early opportunity makes sense. We also commend the administration for not bringing forward personnel items as part of their proposal.

While we do not have a specific recommendation in regard to the uses of unspent monies, members noted that options include lowering the assessment for FY14, returning money to free cash or E&D, and contributions to the OPEB Trust Fund.

We appreciate the opportunity to learn about your considerations in time to contribute our thoughts to the discussion and hope you will share this letter with your colleagues on both School Committees. Please feel free to contact us with any questions.

Sincerely,

Patricia A. Clifford, Chair Acton Finance Committee

ABRSD

ADIOD		
Projected position end of FY2013	\$656,000	
E&D Certified as of 06/30/2012	\$1,892,727	
Safety equipment	\$60,000	Committed - Region's portion of Safety Task Force
Salety equipment	Ψ00,000	recommendations outlined at 04/10/2013 meeting.
		Committed - AB contribution toward project; will access
Lighting equipment (ABRHS)	\$122,000	\$125,000 from Nstar, allowed electricity account for FY14 to
		be lowered by \$100,000
Science room replacements of	\$65,000	Under consideration - Would allow for 10 science rooms at
tables (RJG)	\$65,000	Jr High to be reconfigured
Total	\$247,000	

APS

Projected position end of FY2013 .	\$324,000	
Safety equipment	\$90,000	Committed - APS' portion of Safety Task Force recommendations outlined at 04/10/2013 meeting.
Reading and Writing Units of Study	\$15,000	Under consideration - Due to newly published state frameworks, investments should be made in all five elementary schools. Current FY13 APS Learning Materials Account is \$7,200.
Gates School	\$9,000	Under consideration - Last two rooms at Gates with carpet - will be healthier and easier to maintain with tile floor
Desk and chair replacement (primary and next-tier classroom - Gates)	\$60,000	Under consideration - discussion with principal during FY14 budget deliberations unveiled need to address condition of classroom equipment
Desk and chair replacement (primary and next-tier classroom - Douglas)	\$80,000	Under consideration - discussion with principal during FY14 budget deliberations unveiled need to address condition of classroom equipment
Conant .	\$28,000	Cafeteria tables, chairs, chair dolly
Total	\$282,000	



ACTON PUBLIC SCHOOLS / ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT
96 Hayward Road, Acton, Massachusetts 01720-2995 • (978) 264-4700 • Fax: (978) 2662523

To:

Acton School Committee

From:

Don Aicardi, Director of Finance

Date

6/14/2013

CC:

Dr. Stephen Mills

Background

School Committee policy (JFABA) notes that "any students from outside Acton or Boxborough who wish to enroll on a tuition basis" that the Regional School Committee "must approve such application on a space available basis". The Policy also notes that the committee "shall set the rate for tuition each year in the spring upon the recommendation of the Superintendent. The tuition set pursuant to this policy shall be the average expense per pupil (including in such average both regular education costs and special education costs) for the Acton Public School District and the Acton-Boxborough Regional School District, respectively."

Methodology

To the best of my knowledge, the potential non-resident tuition has been calculated for APS in two ways. The first way is simply to take the FY14 budget for APS and divide it by the number of students used in the foundation enrollment calculation (as used by the DESE in the Chapter 70 calculation). This method has its virtues, but would not capture <u>all</u> fund expenditures, only those from the general fund appropriation.

Another method of determining the average expense per pupil would be to go to the DESE website where all expenditures from the previous fiscal years are posted. The DESE does this to present Massachusetts school spending data in a way that is comprehensive, comparable, and transparent to the general public. These calculations show all school operating expenditures including those outside the general fund such as grants, private donations, and revolving accounts. They include payments for local resident pupils who are being educated in schools outside the district."

The DESE website notes that the following funding sources are all included in the functional expenditure per pupil measure:

- school committee appropriations
- municipal appropriations outside the school committee budget that affect schools
- federal grants
- state grants
- circuit breaker funds
- private grants and gifts
- school choice and other tuition revolving funds
- athletic funds
- school lunch funds
- other local receipts such as rentals and insurance receipts."

If one uses the total expenditures from APS from FY12 on the DESE website which lists total district expenditures, all funds, all functions (\$29,883,051) and then divides that number by the total average membership for that year (2,558), it is possible to perform an "average expense per pupil" calculation as required in the school committee policy. I believe that this second type of calculation is superior to the first method because it captures all expenditures from all funds from an unimpeachable source, the DESE website, and can be clearly understood by a third party.

Recommendation

Therefore, the administration recommends that the tuition rate for non-resident students in the Acton Public School District be set at \$11,682 for the 2013-2014 school year.

June 17, 2013

To: Stephen Mills

From: Liza Huber

Copy: Don Aicardi

RE: Acton Public Schools - Preschool Program Tuition Rates

There are two distinct tuition rates for children enrolled in the Carol P. Huebner Preschool; 1) for those students who are developing typically and serving as role models, and 2) for students with identified special needs, enrolled by other school districts.

At this time, **for typical students**, I am recommending the following tuition rates for the upcoming 2013-2014 School Year:

Half Day Tuition Rate:

\$3,430

Full Day Tuition rate:

\$6,861

For students with special needs (Autism Spectrum Disorders), enrolled by other school districts, the following rate is recommended for the upcoming 2013-2014 school year: \$54,000

In formulating a rationale for tuitions, predicting costs for "actual value", which includes assignment of students to programs, related staffing, and reliability of actual budget expenditures offers the most accurate description of expenditures but must be done yearly without knowing future student populations in upcoming fiscal years. It should also be noted that it is the type and severity of the disability that often times influences educational programming.

For the FY 14 school year, two students are anticipated for the Preschool ABA Program.

Thank you for your consideration.

Acton-Boxborough Community Education

*** MEMO ***

TO: Steve Mills

FROM: Erin Bettez 4

RE: Community Education Donations

DATE: June 5, 2013

I have the attached check for \$7,336.50 cut from Community Ed's revolving fund.

This check is being sent to McCarthy-Towne School to help pay expenses associated with operating the building, in which we run before school enrichment programs.

cc: David Krane

Beth Petr

Denise Kelly

Acton-Boxborough Community Education

*** MEMO ***

TO: Steve Mills

FROM: Erin Bettez 200

RE: Community Education Donations

DATE: May 22, 2013

I have had five checks cut from Community Ed's revolving fund.

1. To Gates School for \$60,675.65

- 2. To McCarthy-Towne School for \$27,286.49
- 3. To Conant School for \$47,140.40
- 4. To Gates School for \$3,511.00
- 5. To Conant School for \$1,903.50

These checks are being sent to the schools to help pay expenses associated with operating the buildings in which we run our extended day and before and after school enrichment programs.

cc: David Krane

Lynne Newman

Damian Sugrue

Beth Petr

Denise Kelly

Acton-Boxborough Community Education

*** MEMO ***

TO: Steve Mills

FROM: Erin Bettez

RE: ADK Surplus

DATE: June 13, 2013

Enclosed please find a check in the amount of \$131,674 made payable to the Acton Public Schools. The check is being sent to support the school facilities that serve our All Day Kindergarten students.

cc: Marie Altieri, Denise Kelly, Don Aicardi, Sharon Groose



Acton Leadership Group Meeting



June 27, 2013 7:30AM Town Hall, Faulkner Hearing Room 204

Bart Wendell Facilitating

	Agen	da Topics		
			Comn	<u>ients</u>
1.	ALG Charter and Ground Rules	Bart Wendell		
2.	Approve Minutes of March 28, 2013	General Discussion		
3.	Update on FY13 Revenues & Expenditures and FY14 Revenues	Steve Ledoux Steve Mills		
4.	Citizens Comments			
5.	Adjourn			

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

To:

Stephen Mills

From:

Alixe Callen

CC:

Genevieve Hammond

Date:

April 24, 2013

Please accept a donation from the Open Door Test Prep in the about of \$125.00 which will support ABRHS Science Team.

The funds will be deposited in to the SHS Spectrum account (Fund 3329).

Thank you.

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

To:

Stephen Mills

From:

Alixe Callen

cc:

Brian Dempsey

Date:

April 23, 2013

Please accept the following donations which will support ABRHS Science Team.

\$25.00

from Chimiao N. Xu

\$25.00

from Xiaofeng Lu and Tao Gong

\$20.00

from Anupam and Chhavi Mishra

The funds (total of \$70.00) will be deposited Student Activities, Science Team account and will be used to support the team's participation in their national competition.

Thank you.

A. Minyan

9.1.2

School Business Liaison Report

Memorandum

DATE: June 2013

TO: Stephen Mills and Deborah Bookis

FROM: Annie Kingan

RE: School Business Liaison Position/Report for time period 1/13-6/13

CC: Alixe Callen, Larry Dorey, Kay Steeves, and Todd Chicko

Status Report On Deliverables:

Continue maintenance and implementation of the School Business Partnership area of the district website. Update the website as needed. Working with Kay Steeves and Genevieve Hammond, continue developing resources for senior internship and job search documents on the ABRHS website. Complete senior internship website.

Status: Both the career exploration and senior internship websites were completed and used successfully by students and staff this year. Links to both websites can be found in google sites and on the ABRHS home page.

Continue as liaison to the School Business Partnership Committee (MWCoCSBPC).

Status: We had three meetings for the SBPC this year and are in the process of discussing who will take on my current responsibilities for managing the committee for next year.

Continue Senior Internship program working with Genevieve Hammond and High School staff.

Status: We had 53 interns this year which was 3 more than last year. Nine of the interns were on IEPs, and there were 46 distinct sites; 28 new sites or supervisors; breakdown of placements by industry were as follows: Nursing/Medicine (14); Business (11); Social Services (8); Education (6); Science/Technology/Engineering (7); Physical Therapy/Sports Management (6); Government/Politics (1). Susan Russell was again instrumental in helping me manage the program.

Continue working with Eileen Sullivan, staff and businesses to integrate curriculum with career connections through the fifth and third grade partnerships.

Status: Eileen ran the program without my assistance this year. The 5th grade partnerships with Turner Construction, Haartz, Office of Michael Rosenfeld and Green International were scheduled.

Continue working with Eileen Sullivan and staff on sixth grade bank partnerships.

Status: Enterprise Bank scheduled their banking partnership with Conant for June.

Other partnerships were discontinued this year due to time constraints and changes in curriculum. The

hope is that these will be started again in the future.

Continue as resource to Kay Steeves, Bruce Oetinger, and AP Biology teachers in developing company sites for the Job Shadowing Program.

Status: This year, from September to December, I helped to secure company sites, with an increased emphasis on arranging field trips to offer opportunities to more students, and for students that would be more comfortable in a group setting rather than in an individual job shadow. Once I began working on the internship, I stopped work on this program. Kay, Bruce, and Lindsay managed the job shadowing program from January to May, since I was exclusively working on the internship. There were approximately 100 job shadows this year.

With Kay's retirement and subsequent part-time schedule this year, the most difficult aspect of the job shadowing program was that we no longer had a person at school every day to work with students. We are currently working on transition plans for next year.

Support a Career Speakers Breakfast Program in collaboration with Melissa Dempsey and Kay Steeves; continue three sessions.

Status: We had three successful programs in October, December and March with over 200 students attending, and an additional special program in late December, during the last day before school vacation. A parent who is a radiologist at Beth Israel spoke about the medical field and we offered two sessions; we had 100% attendance with over 30 students attending.

Melissa and I ran the programs this year, with Kay advising. Melissa did an excellent job in taking on her new responsibilities. The career exploration team is currently discussing how to manage securing the career speakers for next year.

Continue as a resource to Bruce Oetinger in his position as Career Development Coordinator for the MAP, SWAP and Work-Study programs.

Status: I worked with Bruce to provide resources to his students, which also included the supported students in the regular education program. More of Bruce's students had access to resume and job search resources by utilizing the Career Exploration website.

Support the Senior Seminar course including help with arranging practice interviews.

Status: Practice interviews were arranged for over 70 students for both first and second semester interns; we used resources from the School Business Partnership Committee, parents who responded to our request for interviewers in the <u>Weekly Chatter</u>, and members of the Middlesex West Chamber of Commerce. Susan Russell again organized and facilitated the interviews while I helped in the process.

Work with the HS counseling staff to help provide/deliver career-related resources to students and staff.

Status: I provided help to counselors, meeting with their individual students, and was part of two career-related groups: the Community Connections Committee and the Career Exploration Team. The first group was a faculty seminar group that met monthly to look at connecting classroom and community. The second group met often to discuss high school career exploration activities. Kay oversaw this group, which focused mostly on job shadowing, career speakers and the supported and job shadowing class students.

Both groups discussed and supported various career exploration activities in the high school (such as senior internships, career speakers, individual and group job shadowing visits), and developed resources for classroom teachers and students. The committees also identified students who needed extra help and support around career exploration, and connected those students to community members with whom they could job shadow or conduct an informational interview.

The goals of both groups were to use career exploration resources to inform a wider breadth of students, and help more students in the general population understand how their coursework will help them move towards their future goals.

Complete a roles and responsibilities manual for School Business Liaison position and documentation for senior internship program.

Status: I have updated the manual and also organized all my office and computer files to be ready for the transition of my roles and responsibilities upon my retirement. I have been meeting throughout the year with the career exploration team to also help facilitate the transition.

MONTHLY REPORTING OF ELL STUDENT POPULATION

Acton Public Schools
June 1, 2013

Category	Total as of 5/1/2013	Additions	Subtractions	Total as of 6/1/2013
Conant	40	0	0	40
Douglas	24	+1	0	25
Gates	14	0	0	14
McCarthy-Towne	34	0	0	34
Merriam	23	0	0	23
APS TOTAL	135	+1	0	136

EARLY CHILDHOOD STUDENT POPULATION MONTHLY REPORTING & PROJECTIONS

Acton Public Schools
June 1, 2013

	Δnril	Additions/	Final Total	Mox	Additions/	Dinol Total	- Section 1	Additional	Time! Take!	7 . L
	1, 2012	Subtractions	As of	, 2012	Subtractions	rillal 10tal As of	1, 2012	Additions/ Subtractions	Final 10tal As of	End of Year
		April 2013	April 1, 2013	,	May 2013	May 1, 2013	`	June 2013	June 1, 2013	Projection**
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*The school district must ensure that programs are available for eligible students 3 and 4 years of age. The programs must developmentally appropriate and located in a setting that includes student with and without disabilities (State Requirement 603 CMR 28.06 (7) and Federal Requirement 34 CFR 300.124(b); 300.124(b); 300.323(b))

*Projections may be impacted by move-ins and/or Department of Public Health referrals

5/31/13

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

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In D. = In District Pre-School = SPED
P.G. = Post Graduates
Ungr. = Ungraded
O.D. = SPED Out of District B = BOXBOROUGH C = Choice/Staff/Tuition In A = ACTON

S. Mills M. Altieri D. Bookis L. Huber

All Principals (2)

C. Bates

Distribution:

D. Aicardi A. Bisewicz K. Nelson E. Weiner R. Cvitkovich

Students other than Choice counted under column C:

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Actual

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Acton Public Schools 2012 - 2013 June 1, 2013

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Acton Public Schools Acton-Boxborough Regional Schools

School Wellness Advisory Committee End of Year Report June, 2013

The Acton Public Schools and the Acton-Boxborough Regional School District are committed to providing a school environment that enhances the learning and development of lifelong wellness practices. To that end, School Wellness committee members for the 2012-2013 school year, appointed by the Superintendent, represented the following constituents:

Julie Towell

School Wellness Advisory Committee Chairperson

Liza Huber Kirsten Nelson

Director of Pupil Services
Director of Food Services

Diana McNicholas

A-B Nurse Leader
APS Nurse Leader

Diane Spring David James

Physical Education Teacher

Deanne O'Sullivan

Parent/School Committee Representative Director of Curriculum and Instruction

Deb Bookis

Gates Principal

Lynne Newman Cindy McCarthy

Board of Directors, Danny's Place

Eileen Sullivan
Eileen Flannery

APS Curriculum Specialist Physical Education Teacher

Deb Rimpas

Health Educator

Laura Ducharme

Community Social Worker

Jessica Rubinstein

School Physician/Chief of Pediatrics Emerson Hospital

Todd Chicko

A-B Counseling/Psychological Service Chairperson

The Committee met four times during the 2012-2013 school year (December 19, March 5, May 7, June 4) and developed an Action Plan:

- To propose possible modifications to the current Wellness Policy
- To consider enhancements to current health and physical education curricula to include special attention to student nutrition, childhood obesity, physical activity, student hygiene and sex education
- To engage school and community members to take part in the development and review of nutrition guidelines, including school meal participation and food options.

Assessment of Accomplishments:

1. Wellness Policy: Sub-committee members met to consider modification to the District's current Wellness Policy, aligned with state and national requirements. The sub-committee considered data points regarding health problems and behavior that affected both health and learning for Policy modifications. As a result, modifications to the current Wellness Policy have been proposed to the Policy Sub-committee of the School Committee.

Sub Committee Members:

Liza Huber, Diane Spring, Diana McNicholas, Deanne O'Sullivan

2. Curriculum: Sub-committee members met to consider enhancements to current health and physical education curricula with special attention paid to student nutrition, childhood obesity, physical activity, student hygiene, and sex education.

At the K-6 physical education level, we will pilot assessments from P.E. -Metrics next year. Some examples of these assessments include: In Kindergarten, how students demonstrate hopping, jumping, galloping, and sliding; in second grade, it assesses how students demonstrate a mature pattern of skipping; and in fifth grade, it assesses how a student uses defensive skills to gain possession of a basketball in a two on one situation. This is a program created by NASPE, the National Association of Sport and Physical Education. Its assessments are aligned with the national physical education standards.

The RJ Grey Junior High health teachers will be working during the summer of 2013 on their R & D project that will add emphasis on the essential health skills necessary to adopt, practice, and maintain health-enhancing behaviors to the curriculum. The ninth grade health teachers have already reviewed their curriculum and made needed revisions and updates. RJ Grey Junior High continues to implement the bullying prevention program, Second Step, and has enhanced that program with drama productions created by students and ImpovBoston. ABRHS continues to implement Bullyproofing (for high schools), this year doing so during Advisory Groups. All teachers have access to lesson plans from the District's subscription to I-Safe

An 11th grade health curriculum has been written and the need for an 11th grade health section has been expressed by the high school health education staff. We strongly recommend the staffing necessary to add this course requirement in the near future.

At the K-6 level, the Health Curriculum for grade 6 Human Growth and Development was revised in 2010-2011. All elementary schools are implementing social curriculum including bullying prevention and cyber bullying awareness. Tricia Sullivan, Acton's School Resource Officer, is available to assist in all classrooms as needed. She has been particularly involved in grade 6 classrooms. All teachers have access to lesson plans from the District's subscription to I-Safe. During the 2013-2014 school year, all elementary schools will review their selected programs and program implementation and make any needed changes.

Sub Committee Members:

David James, Deb Bookis, Eileen Sullivan, Todd Chicko, Deb Rimpas

3. Nutrition Education & Promotion: Sub-committee members met to engage community and school members to review district nutrition guidelines, and to make recommendation regarding meal participation and range of food options as it relates to nutrition promotion.

The goal for nutrition promotion is to focus on Open House dates in the fall. At each of the schools there will be a table set up by the Food Services Department with free and reduced lunch applications on hand. There will be a Suggestion Box for Nutrition Promotion and there will be a computer linked to the Food Services Department website where there will be information pertaining to the services available through Laura Ducharme, Social Worker for the Town of Acton.

6th grade Human Growth and Development nutrition lessons will be revised to include emphasis on Vitamin D as well as Calcium.

The goal for involving the community is for the group to put together different mini videos that can be viewed by families at their convenience through the Food Services Department website.

Examples of the videos the group is considering:

- Encouraging students at the Junior High to bring a mid-day snack
- Provide a Tabatas exercise demonstration for teachers and families to access and use at any time to increase exercise during short intervals of time
- A "walk through" the school gardens to demonstrate how teachers use the garden as part of their everyday learning and to show how the school cafeterias reap the benefits of what is harvested
- Dr. Jessica Rubinstein encouraging students to eat breakfast

Sub Committee Members:

Kirsten Nelson, Cindy McCarthy, Laura Ducharme, Jessica Rubinstein, Lynne Newman

2013-2014 Action Items:

Identified goals for the upcoming school year, 2013-1014 include:

- 1. Identify questions for the 2014 Youth Risk Behavior Survey with special attention paid to stress and peer pressure.
- 2. Consider nutrition recommendations across settings, including but not limited to Danny's Place and before/after school activities.
- 3. Review revised Massachusetts Science Curriculum Standards when available (possibly January 2014) and begin to consider curriculum changes.
- 4. Actively advocate for a Grade 11 health curriculum as a graduation requirement.
- Identify and recruit student representatives to join the Wellness Advisory for the upcoming school year
- 6. In view of the recently agreed upon regionalization, extend an invitation to Blanchard school to join the Wellness Advisory Committee in the upcoming school year.
- 7. During the 2013-14 school year, all elementary schools will re-evaluate their social curricula and make appropriate adjustments/revisions as needed.
- 8. The Superintendent to review this report with all school principals.

ACTON and ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE MEETINGS

2013-2014

Meetings are held in the R.J. Grey Junior High School Library unless otherwise indicated.

Acton-Boxborough Regional School Committee meetings are usually held on the first Thursday of the month;
Acton Public School Committee meetings are usually held on the third Thursday.

ABRSC Meetings start at 7:30 p.m.. APSC Meetings start at 7:00 p.m. unless otherwise noted.

All materials are posted at http://ab.mec.edu/about/meetings.

July 9 (Tues)	Joint School Committee Annual Workshop – 6:00 pm
August 22	$\label{lem:school} \textbf{Committee followed by Acton-Boxborough Regional School Committee}, \textbf{followed by Acton School Committee} - 7:00~pm$
September 10 (Tues) September 19	Acton-Boxborough Regional School Committee (9/5/ is no school) Acton School Committee – Education Report from
October 3 October 17	Acton-Boxborough Regional School Committee Acton School Committee – Education Report from
November 7 November 21	Acton-Boxborough Regional School Committee Acton School Committee – Education Report from
December 5	Acton-Boxborough Regional School Committee Education Report from
December 19	Acton School Committee
January 7 (Tues) January 16 January 25 (Sat)	Acton-Boxborough Regional School Committee Acton School Committee Joint School Committee Budget Saturday – 9 am – 2 pm
February 6	Acton-Boxborough Regional School Committee (open budget hearing-required by law)
February 13	Acton School Committee (open budget hearing-required by law)
March 6	Acton-Boxborough Regional School Committee Education Report from
March 20 March 27	Acton School Committee – Education Report from Joint APS/ABRSC School Committee (serves as April meetings)
May 1 May 15	Acton-Boxborough Regional School Committee Acton School Committee – Education Report from Conant
June 5 June 19	Acton-Boxborough Regional School Committee Acton School Committee

Note: Acton Town Meeting is the first week of April. Boxborough Town Meeting is mid-May.

6/14/13 http://ab.mec.edu/about/schoolcommittee

Acton Public Schools

*Parent/Guardian Conferences
** Professional Learning for Staff

⊢	1 2 3 Schools Open - Jan. 2	8	t 15 16 17 Martin Luther King Day - Jan. 20	i 22 23 24 Kindergarten Change-over - Jan. 21	3 29 30 31 School Days - 21		- W T F	t 5 6 7 **JH AND HS Late Start – Feb 10		3 19 20 21 Winter Recess - Feb. 17-21	26 27		-	4 5 6 7	-	19 20	5 26 27 28 School Days - 21				1 2 3 4 Good Friday – April 18		16 17	2 23 24 25 School Days - 16			⊢	1 2	6 7 8 9	14 15	21 22 23 School Days - 2128 29 30
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Teachers' mtg Aug. 26	Schools Open – Aug. 27	No School - Aug. 30	Labor Day - Sept. 2	Rosh Hashanah Sept 5		School Days - 22				Columbus Day - Oct. 14	*Elem Early Dismissal – Oct 29	School Days - 22			**Prof. Day - Nov. 5 (no school/students)	*Elem Early Dismissal Nov 13	Veterans Day - Nov. 11	Half Day - Nov. 27	Thanksgiving Recess - Nov. 28-29	School Days - 17			*Jr. High. Early Dis – Dec 17, Dec 19		Winter Recess - Dec. 23 - Jan. 1	School Days - 15			Note: Yom Kippur is Saturday, Sept. 14, 2013.		No School and Delayed Opening Announcements air on: http://ab.mec.edu , TV Channels 4, 5, and 7 and radio stations WBZ and WEIM

APS Elementary Schools - 3rd Thursday, Jr High Library - 7:00 PM. See Acton-Boxborough Regional -1st Thursday, Jr High Library - 7:30 PM; http://ab.mec.edu/about/meetings.shtml for more information. Monthly School Committee Meetings are held:

(plus one for each unscheduled no school day) Graduation - June 6 Last day - June 13 School Days - 10 Total Days = 180 F 6 13 20 27 12 19 26 F 5 11 18 25 17 24 5 ∑ 20 0 15 23 23 June



Please Join Us for

An Evening with Dr. Yong Zhao July 23, 2013 at 7:00 p.m.

The Acton Public Schools and the Acton-Boxborough Regional School District, along with the Acton Chinese Language School, welcome Dr. Yong Zhao on July 23, 2013 at 7:00 p.m. to the High School auditorium. Please join our school administration and staff as we hear Dr. Zhao's presentation on the complexities of today's American education system and where it stands within global education.

About Dr. Zhao . . .

An internationally known scholar, author, and speaker, Dr. Zhao has established himself as one of the most compelling voices in education today with an emphasis on developing students to be creative, resourceful thinkers with an entrepreneurial spirit. He argues that our country's current focus on standardized learning and testing is counter-productive to developing the skills, strategies, levels of engagement, and attitudes students will need for our ever-changing world. Currently a Presidential Chair and Associate Dean for Global Education at the College of Education at the University of Oregon, Dr. Zhao is also a full professor in the Department of Educational Measurement, Policy, and Leadership and a fellow of the International Academy of Education. Author of World Class Learners: Educating Creative and Entrepreneurial Students and Catching Up or Leading the Way: American Education in the Age of Globalization, Dr. Zhao's books are available online at the Amazon bookstore. These books are also available at the Acton Memorial and Sargent Libraries.

How to register . . .

Please join us as Dr. Zhao shares his research and perspectives on developing the skills and strategies necessary for students to be successful in meeting the demands of a global society. If you plan on joining us, please let us know so that we can better accommodate the general public. Admission is free and seating is first come, first served; however, overflow spaces will be made available based on these attendance predictions. Visit the school districts' website at http://ab.mec.edu and click on the "General Admission" link under "News and Events."

9.8

June 8, 2013

Who's Minding the Schools?

By ANDREW HACKER and CLAUDIA DREIFUS

IN April, some 1.2 million New York students took their first Common Core State Standards tests, which are supposed to assess their knowledge and thinking on topics such as "The Adventures of Tom Sawyer" and a single matrix equation in a vector variable.

Students were charged with analyzing both fiction and nonfiction, not only through multiple-choice answers but also short essays. The mathematics portion of the test included complex equations and word problems not always included in students' classroom curriculums. Indeed, the first wave of exams was so overwhelming for these young New Yorkers that some parents refused to let their children take the test.

These students, in grades 3 through 8, are taking part in what may be the most far-reaching experiment in American educational history. By the 2014-15 academic year, public schools in 45 states and the District of Columbia will administer Common Core tests to students of all ages. (Alaska, Nebraska, Texas and Virginia have so far held out; Minnesota will use only the Common Core English test.) Many Catholic schools have also decided to implement the Common Core standards; most private, nonreligious schools have concluded that the program isn't for them.

Many of these "assessments," as they are called, will be more rigorous than any in the past. Whether the Common Core is called a curriculum or not, there's little doubt that teachers will feel pressured to gear much of their instruction to this annual regimen. In the coming years, test results are likely to affect decisions about grade promotion for students, teachers' job status and school viability.

It is the uniformity of the exams and the skills ostensibly linked to them that appeal to the Core's supporters, like Education Secretary Arne Duncan and Bill and Melinda Gates. They believe that tougher standards, and eventually higher standardized test scores, will make America more competitive in the global brain race. "If we've encouraged anything from Washington, it's for states to set a high bar for what students should know to be able to do to compete in today's global economy," Mr. Duncan wrote to us in an e-mail.

But will national, ramped-up standards produce more successful students? Or will they result in unintended consequences for our educational system?

By definition, America has never had a national education policy; this has indeed contributed to our country's ambivalence on the subject. As it stands, the Common Core is currently getting hit mainly from the right. Tea Party-like groups have been gaining traction in opposition to the program, arguing that it is another intrusion into the lives of ordinary Americans by a faceless elite. While we don't often agree with the Tea Party, we've concluded that there's more than a grain of truth to their concerns.

The anxiety that drives this criticism comes from the fact that a radical curriculum — one that has the potential to affect more than 50 million children and their parents — was introduced with hardly any public discussion. Americans know more about the events in Benghazi than they do about the Common Core.

WHAT became the Common Core began quite modestly. Several years ago, many organizations, including the National Governors Association and the Council of Chief State School Officers, whose members are top-ranking state education officials, independently noticed that the content and scoring of high school "exit" tests varied widely between states. In 2006, for instance, 91 percent of students in Mississippi passed a mathematics exit exam on the first attempt, while only 65 percent did so in Arizona. At the same time, students' performance on the National Assessment of Educational Progress often differed from the state results.

This was not just embarrassing: it looked unprofessional. The governors and the school chiefs decided to work together to create a single set of standards and a common grading criteria. Private funding, led by some \$35 million in grants from the Bill & Melinda Gates Foundation, allowed the coalition to spread its wings. Aligning tests became an opportunity to specify what every American child should know.

In 2009, an education consultant named David Coleman was retained to help develop the program, and he and other experts ended up specifying, by our count, more than 1,300 skills and standards. Mr. Coleman, a Rhodes scholar and the son of Bennington College's departing president, is known as a driven worker as well as for his distaste for personal memoir as a learning tool. Last year, he was selected to lead the College Board, which oversees A.P. exams and the SATs.

Of course, the 45 states that have decided to implement the Common Core did so willingly. While federal agencies did not have a role in the program's creation, the Obama administration signaled to states in 2009 that they should embrace the standards if they hoped to win a grant through the federal program known as Race to the Top.

For all its impact, the Common Core is essentially an invisible empire. It doesn't have a public

office, a board of directors or a salaried staff. Its Web site lists neither a postal address nor a telephone number.

On its surface, the case for the Common Core is compelling. It is widely known that American students score well below their European and Asian peers in reading and math, an alarming shortfall in a competitive era. According to the 2009 Program for International Student Assessment, the United States ranks 24th out of 34 countries in "mathematics literacy," trailing Sweden and the Czech Republic, and 11th in "reading literacy," behind Estonia and Poland. (South Korea ranks first in both categories.) Under the Common Core, students in participating states will immediately face more demanding assignments. Supporters are confident that students will rise to these challenges and make up for our country's lag in the global education race. We are not so sure.

Students in Kentucky were the first to undergo the Common Core's testing regimen; the state adopted the standards in 2010. One year later, its students' scores fell across the board by roughly a third in reading and math. Perhaps one cannot blame the students, or the teachers—who struggle to teach to the new, behemoth test that, in some cases, surpasses their curriculums—for the drop in scores.

Here's one high school math standard: Represent addition, subtraction, multiplication, and conjugation of complex numbers geometrically on the complex plane; use properties of this representation for computation. Included on New York state's suggested reading list for ninth graders are Doris Lessing, Albert Camus and Rainer Maria Rilke. (In many parts of the country, Kurt Vonnegut and Harper Lee remain the usual fare.)

More affluent students, as always, will have parental support. Private tutoring, already a growth industry, will become more important if passing scores on the Common Core are required for graduation. Despite worthy aims, the new standards may well deepen the nation's social divide.

The Common Core is not oblique in its aim: to instill "college and career readiness" in every American teenager — in theory, a highly democratic ideal. In the past, students were unabashedly tracked, which usually placed middle-class students in academic courses and their working-class peers in vocational programs. New York City had high schools for cooking, printing and needle trades. (There was even one in Brooklyn called Manual Training.) Indeed, the aim of these schools was to prepare a slice of society for blue-collar life. Since the 1960s, this has been seen as undemocratic. Today, students are typically required to take algebra, so they will have more options upon graduation (should they graduate). The irony — and tragedy — is that students who don't surmount these hurdles now fall even further.

Already, almost one-quarter of young Americans do not finish high school. In Utah and Oklahoma, roughly 20 percent don't; the proportion rises to 32 percent in South Carolina and 42 percent in Nevada. What does the Common Core offer these students?

The answer is simple. "College and career skills are the same," Ken Wagner, New York State's associate commissioner of education for curriculum, assessment and educational technology, told us. The presumption is that the kind of "critical thinking" taught in classrooms — and tested by the Common Core — improves job performance, whether it's driving a bus or performing neurosurgery. But Anthony Carnevale, the director of Georgetown's Center on Education and the Workforce, calls the Common Core a "one-size-fits-all pathway governed by abstract academic content."

IN sum, the Common Core takes as its model schools from which most students go on to selective colleges. Is this really a level playing field? Or has the game been so prearranged that many, if not most, of the players will fail?

Debate is now stirring within partisan circles. Glenn Beck sees the Common Core as "leftist indoctrination." The Republican National Committee calls it "an inappropriate overreach to standardize and control the education of our children." Republican governors and legislators in Indiana, Kansas, Georgia and several other states are talking about reconsidering their participation. Yet conservative scholars at the Manhattan and Fordham institutes laud it as promising "a far more rigorous, content-rich, cohesive K-12 education." Some corporate C.E.O.'s favor it because they say it will upgrade the work force. Mr. Duncan is one of the lone liberal voices in support of the program. Randi Weingarten, president of the American Federation of Teachers, supports the plan, which she calls "revolutionary." That said, she has called for a moratorium on judging teachers and schools by the first round of assessments, which she fears are sometimes being implemented hastily and without needed support.

For Diane Ravitch, a historian of education and former assistant education secretary, the program is predicated on "the idea that you can't trust teachers." If we want our children taught from standardized scripts, she told us, let's say so and accept the consequences.

For our part, we're tired of seeing teachers cast as scapegoats, of all the carping over unions and tenure. It is time teachers are as revered in society as doctors or scientists, and allowed to work professionally without being bound by reams of rules.

Still, there's an upside to the Common Core's arrival. As the public better appreciates its sweep, there is likely to be much discussion about schools and what we want them to do. Ideally, this will involve a reconsideration of the contours of knowledge and the question of how we can become a better-educated nation.

Andrew Hacker is an emeritus professor of political science at Queens College, City University of New York. Claudia Dreifus is an adjunct professor at Columbia University's School of International and Public Affairs. They are working on a book about mathematics.

NIKI TSONGAS

3RD DISTRICT, MASSACHUSETTS WWW.TSONGAS.HOUSE.GOV

ARMED SERVICES COMMITTEE

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> COMMITTEE ON NATURAL RESOURCES

SUBCOMMITTEE ON
PUBLIC LANDS AND ENVIRONMENTAL REGULATION
SUBCOMMITTEE ON
ENERGY AND MINERAL RESOURCES

Congress of the United States House of Representatives

Washington, DC 20515-2103

1607 LONGWORTH HOUSE OFFICE BUILDING WASHINGTON, DC 20515 (202) 225–3411 (202) 226–0771 (FAX)

> 11 KEARNEY SQUARE 4TH FLOOR LOWELL, MA 01852 (978) 459-0101 (978) 459-1907 (FAX)

May 31, 2013

Steve Mills
Superintendent of Schools
Acton/Acton-Boxborough Schools
District Central Office
16 Charter Road
Acton, Massachusetts 01720

Dear Superintendent Mills,

I would like to congratulate the Acton Public Schools and Acton-Boxborough Regional School District for winning the Green Ribbon Award from the U.S. Department of Education. Receiving this national award is a distinct and well-deserved honor. We are all grateful for the collective commitment of the Acton and Acton-Boxborough Schools to provide students with environmental and sustainability education.

Again, congratulations, and if there is anything I can do for you, now or in the future, please do not hesitate to call.

Sincerely,

Niki Tsongas Member of Congress

United States House of Representatives



Certificate of Special Congressional Recognition presented to

Acton Public and Acton-Boxborough Regional School District

Upon the receipt of the prestigious 2013 Green Ribbon Award from the U.S. Department of Education

Miki Tompas

June 3, 2013

DATE

MEMBER OF CONGRESS

COMMITTEES:
BANKING, HOUSING, AND URBAN AFFAIRS
HEALTH, EDUCATION, LABOR AND PENSIONS
SPECIAL COMMITTEE ON AGING

United States Senate

WASHINGTON, DC 20510-2105

June 4, 2013

UNITED STATES SENATE WASHINGTON, DC 20510-2105 P: 202-224-4543

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Ms. Kim McOsker Acton Public School Committee 16 Charter Rd Acton, MA 01720-2931

Dear Kim:

Thank you for contacting me about 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.

Our communities have demanded action to curb gun violence, but the Senate has continued to fall short. When faced with the chance to vote for a bipartisan compromise to ensure that universal background checks prevent dangerous people from purchasing guns - something that 90% of Americans support - a minority of U.S. Senators blocked reform. We must do better.

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. We must do the same for gun violence.

This fight is not over. I voted in favor of measures to improve background checks for gun purchases, increase penalties for gun trafficking, limit the size of ammunition magazines, and reauthorize the expired ban on military-style assault weapons. I will continue to support efforts to pass a comprehensive set of reforms to reduce gun violence.

There is no single solution for ending gun violence, but we must do better. We must honor the memory of those we have lost to gun violence and protect our children and families from these terrible tragedies. I will keep your thoughts in mind as I continue to look for other steps we can take. I believe that is my responsibility as a United States Senator - and as a mother and grandmother - to reduce gun violence.

Sincerely,

Elizabeth Warren United States Senator

C.T. Douglas School

21 Elm St. Acton, MA 01720 Tel: (978) 266-2560 Fax: (978) 266-2500 E-mail: cwhitbeck@mail.ab.mec.edu



Principal

June 14, 2013

To Dr. Mills

From: Dr. Whitbeck

Re: Douglas at Dawn & Dusk Revolving account

Dear Steve,

The Douglas before and after school programs continue to successfully meet the needs for the parents and students at Douglas School. Opening at 7am, serving a hot breakfast and providing safe and enjoyable before school, we have regularly had 15-20 students attending with several additional drop-in's per day. The after school program attendance increased tremendously this year, averaging 50-70 students depending on the day. Our enrichment classes were also extremely popular with waiting lists for many of the after school programs.

With such success comes added success on the financial side. Despite a 10% decrease in tuition costs and added staff members, our revolving account continued to grow. Once again it is time to assess these funds and decide how the excess can best be used to benefit the children and families who take advantage of this program. I have three approaches to decrease the surplus and meet the additional goal of improving the program for children.

First, I have instructed Sasha DeMello, the director of the program to increase staff ratios. Our staffing has always been based on the Massachusetts standard of one adult to every thirteen students. The Douglas program will be using a ten to one ratio guideline. This should increase our staffing needs by 1.5 per day on average. I estimate that this will be a \$30,000 investment.

Secondly, we will adjust billing for the Douglas after school program to reflect an additional 20% discount for pre-registered families bringing our pricing structure more in line with the Community Ed programs. Last year when we decreased the rates, we saw a significant increase in attendance in the program. We estimate that enrolment is at its maximum and this additional rate discount will decrease profits by 20% or an additional \$30,000.

Finally, I propose investing an additional \$30,000 in capital expenditures specifically to benefit the children in the program. The K-6 students regularly participate in drama activities, a portion of the funds will be used to improve sound systems for their performances. Last year our PTO and after school programs partnered to purchase a

climbing structure for the primary playground. We would like to make an additional investment for the playground used by the older students in work and play – at this point we are looking at climbing structures and canopies for wet or exceptionally sunny days. Additionally, we would like to invest in technology, either iPads or Chrome books for the specific use of our after school students. We will be working with the technology department to make these decisions.

Thank you for your support while we take the necessary time to adjust these budgets that have collected over the last ten years. I believe that by making informed, conservative adjustments, and working in tandem with the other programs in the Acton Public Schools, that we will create a tuition system that allows the program to support itself and not grow an unreasonable revolving account.

Sincerely,

Culthan

Dr. Christopher Whitbeck Principal, C.T. Douglas School



Fw: Union contracts

Allen Nitschelm <allen@thehomesteader.com>

Mon, Jun 17, 2013 at 4:28 PM

To: fincom@acton-ma.gov

Cc: bos@acton-ma.gov, Stow Laboratories Inc <stomail@stolab.com>, Steve Ledoux <sledoux@acton-ma.gov>, aps school committee@mail.ab.mec.edu, ABRSC <abraceaeacton-ma.gov>

Dear Fincom and Board of Selectmen:

In case you haven't heard, the School Committee has agreed to a modification of their previous procedure to approve new school union contracts. See the email from Marie Neyland below.

In the past, the Committee would negotiate in executive session and once a tentative agreement had been reached, they would wait for union approval, then hold a public meeting and vote to ratify the agreement. During the last cycle, Charlie and I insisted on a public waiting period and time to review the contract but our request was denied. They did allow for public comment at the meeting in which they ratified the agreement.

We felt this was still inadequate. With the decision now made to expand our school region, it is even more important that the other two major boards in town monitor these developments much more closely than has been done in the past. According to my "back of the envelope" calculation, school personnel costs account for about 50% of the total spending in the town of Acton. Since the union contract approval votes are not subject to review after approved by the SC, it is vital that our other town leaders provide input to our SC members prior to their vote.

The new procedure, as outlined by the Regional School Committee Chair below, appears to be that some sort of summary information will be posted online after union ratification but before the School Committee meets. I do not know if they will post an actual copy of the proposed new contract and detailed financial information (which I believe becomes public record once the negotiating process has concluded). They did not detail how much time will be available between the posting of information and the ratification vote.

I don't know what Charlie's plans are, but I do not foresee getting personally involved in this issue again, so if the Selectmen or Finance Committee feel that monitoring and providing input to the School Committee is something they wish to do prior to the next round of union contract approvals, they might wish to follow this process closely. Town Manager Steve Ledoux, by state law, serves as a member of the School Committee for contract renewals. I would suggest that he might be informed enough to serve as the point-man for this review effort.

On behalf of future Acton taxpayers, good luck.

Allen Nitschelm Acton Forum

---- Original Message ---From: Maria Neyland

To: Allen Nitschelm; Stow Laboratories Inc; Dennis Bruce

Sent: Friday, June 14, 2013 1:28 PM

Subject: Union contracts

Hi Allen and Charlie,

We have reviewed your request, and we can agree to the following process: Once we reach at tentative agreement with a bargaining unit, the agreement will go to the bargaining unit for a ratification vote. Once it is approved, we will schedule and post a public School Committee meeting to discuss and vote the proposal. Before that meeting we will post a public packet of information which will include a summary of the proposal. The public will then have time to review the information and provide comment at the public meeting.

Thank you, Maria

No virus found in this message. Checked by AVG - www.avg.com Version: 2013.0.3345 / Virus Database: 3199/6410 - Release Date: 06/14/13



Fw: Union contracts

Stow Laboratories Inc <stomail@stolab.com>

Mon, Jun 17, 2013 at 5:37 PM

To: Maria Neyland <mneyland@abschools.org>

Cc: Allen Nitschelm <allen@thehomesteader.com>, Dennis Bruce <dbruce@abschools.org>, A-B Regional School Committee <abrace abschools.org, Acton Board of Selectmen bos@acton-ma.gov, Acton Finance Committee fincom@acton-ma.gov

Hi Maria,

first -- who is "we"? I have not found this subject on a school committee agenda, although it is possible that I missed it. Please tell me who made this decision.

Having a summary of the proposed agreement in a "public packet" prior to a school committee meeting is a step in the right direction, but only a very small step. The obvious questions are :

- how would anyone who is not automatically notified of the existence of the "packet" know about it?
- how much time would there be between the posting of the summary and the school committee meeting to approve the agreement ?
- would there be someone available, prior to the SC meeting, to answer questions about the information that was published?
- why would a "summary" be published rather than the actual proposed agreement as ratified by the AEA?
- what is the difference between a "public packet" and a "non-public (?) " packet -- other than executive session materials ?

A process which would provide an opportunity for informed public comment would be to schedule a review and discussion of the proposed contract for a school committee meeting and the vote by the SC for the following meeting, with time for public comment at both meetings. Since there is no deadline for the SC to approve the contracts, I cannot think of any reason why this would be a problem.

Regards,

Charlie

On 6/14/2013 1:28 PM, Maria Neyland wrote:

Hi Allen and Charlie,

We have reviewed your request, and we can agree to the following process: Once we reach at tentative agreement with a bargaining unit, the agreement will go to the bargaining unit for a ratification vote. Once it is approved, we will schedule and post a public School Committee meeting to discuss and vote the proposal. Before that meeting we will post a public packet of information which will include a summary of the proposal. The public will then have time to review the information and provide comment at the public meeting.

Thank you,

Mania





Douglas PTO and Regionalization

Martha Papalia <p

>

Tue, Jun 18, 2013 at 8:25 PM

 $\label{to:condition} To: apsc@abschools.org, "smills@abschools.org" < smills@abschools.org>$

Cc: Chris Whitbeck <cwhitbeck@abschools.org>, Eileen Matarese

>, Karen Jarsky

Dear Dr. Mills and Acton Public School Committee Members,

First of all, belated congratulations on winning the town vote on regionalization! We were at Town Meeting with many other like-minded parents, and were pleased for the opportunity to cast our vote for regionalization, which we both whole-heartedly support as citizens of Acton. Dennis Bruce did an excellent job making the case for regionalization, and we are very impressed with the work you have all done to listen carefully to Acton and Boxborough citizen feedback, and make adjustments that positioned K-12 regionalization as a clear win for our community.

In the recent Beacon Letter to the Editor that was submitted by our Elementary PTO and PTSO peers regarding regionalization, the absence of the Douglas PTO signature makes it appear as though Douglas Elementary does not support regionalization. The fact is, the omission of Douglas from that article was due to the Beacon editing process -- they removed the statement we had asked the submitting PTO Co-chairs to include. We ask that you take a moment to read the letter of clarification we submitted to the Beacon (below), and that we hope will be published in the next issue. We feel this will clarify our position as PTO Chairs, and as representatives of all parents, staff and faculty of Douglas Elementary School.

We hope you understand our choice to adhere to our bylaws on this issue. Please let us know if you have any questions or feedback. Our work and goal is always to support our community's elementary schools in the best way possible.

Sincerely, Martha Papalia and Eileen Matarese

Letter to the Editor:

On May 30th, you published a letter from the Parent-Teacher Organizations of Acton Elementary Schools in support of Regionalization, before the town vote. The original letter that was submitted included a brief explanation that the Douglas Elementary PTO bylaws prevented the PTO co-chairs from participating in the public endorsement of political campaigns. Because of our bylaws, we were unable to sign the letter as representatives of the Douglas PTO, regardless of our personal stance on regionalization.

Unfortunately, our explanation was omitted from the article by the Beacon editors. We understand the need to manage the article length, but the outcome of that omission was the perception that the Douglas Elementary PTO does NOT support the cause. The fact is, whether or not we support regionalization as individuals, we have a long tradition of adhering closely to our bylaws. Our community of parents, teachers, and staff expect that we will inform them of all elements that will affect our Douglas community but will not take a position in town politics, and we respect that.

Thank you for posting this letter, and helping us to set the record straight.

Sincerely,

Martha Papalia and Eileen Matarese, Douglas PTO Co-chairs