

Office of the Superintendent
Acton-Boxborough Regional School District
Abschools.org
(978) 264-4700 x 3206

TO: Acton-Boxborough Regional School Committee Members
FROM: Glenn Brand
ON: January 20, 2015
RE: **ADDENDUM**

6. **FY16 Budget Presentation #3** – *Glenn Brand, Clare Jeannotte*
 - 6.3 Budget Highlights

10. **Recommendation to Approve EDCO Amended Articles of Agreement – VOTE** –
Glenn Brand (addendum) See page 12

19. **FOR YOUR INFORMATION:**
 - 19.4 2015-2016 Kindergarten Registration
 - 19.5 Agenda for ABRSC Budget Saturday – 1/31/15
 - 19.6 Community Correspondence– SpedPAC Co-Chairs re FY16 Budget

**Acton-Boxborough Regional School District
Preliminary FY16 Budget**

**Clare Jeannotte
Interim Director of Finance**

Budget Overview

**Acton-Boxborough Regional School District
Summary Operating Budget and Assessments
Preliminary-for discussion purposes 1/22/15**

	FY15 Revised Budget	FY16 Prelim Budget	\$ Increase (Decrease)	%
Operating Budget:				
OPEB Trust Fund Contribution	506,000	700,000	194,000	38.3%
Middlesex Retirement Contribution - Transition	451,297		(451,297)	-100.0%
Middlesex Retirement Contribution	1,304,911	2,059,997	755,086	57.9%
Capital	552,629	520,459	(32,170)	-5.8%
Debt paid by ABRSD	1,847,734	1,920,743	73,009	4.0%
Transportation Budget	2,479,446	2,622,108	142,662	5.8%
All Other	69,313,106	72,374,148	3,061,042	4.4%
Total Operating Budget	76,455,123	80,197,455	3,742,332	4.9%
Non-Assessment Revenues:				
Ch. 70 State Aid	14,254,476	14,393,376	138,900	1.0%
Ch. 71 16C Regional Transportation	1,537,078	1,266,283	(270,795)	-17.6%
Ch. 71 16D (g) Regional Bonus Aid	139,000	111,200	(27,800)	-20.0%
Transfer Loan Premium-JHS	658	7,526	6,868	1043.8%
Transfer from reserve - E&D	300,000	200,000	(100,000)	-33.3%
	16,231,212	15,978,385	(252,827)	-1.6%
Revenue offsets:				
School Choice Assessment	(91,711)	(103,099)	(11,388)	12.4%
Charter School Assessment	(541,005)	(430,739)	110,266	-20.4%
Charter School Reimbursement	133,282	26,761	(106,521)	-79.9%
Special Education Assessment	(12,675)	(12,675)	-	0.0%
	(512,109)	(519,752)	(7,643)	1.5%
Total Non-Assessment Revenues	15,719,103	15,458,633	(260,470)	-1.7%
Required Assessments to Towns	60,736,020	64,738,822	4,002,802	6.6%
Assessment by Member Towns:				
Acton	49,690,145	53,476,415	3,786,270	7.6%
Boxborough	10,594,577	11,262,407	667,830	6.3%
Member Town contrib to Middlesex Retirement				
Acton	384,255	-	(384,255)	-100.0%
Boxborough	67,042	-	(67,042)	-100.0%
Total Assessment:				
Acton	50,074,400	53,476,415	3,402,015	6.8%
Boxborough	10,661,619	11,262,407	600,788	5.6%

Acton-Boxborough Regional Schools
FY16 Preliminary Proposed Budget

Character Code Description	FY15 Revised Budget	FY16 Recommended Budget	Increase (Decrease)	
			\$	%
			Salaries, Teaching - 01	31,924,482.00
Salaries, Principals - 02	2,109,446.00	2,188,065.00	78,619	3.7%
Salaries, Central Administration - 03	1,048,045.00	1,068,125.00	20,080	1.9%
Salaries, Support Staff - 04	8,464,011.00	9,040,355.00	576,344	6.8%
Salaries, Athletics - 05	511,539.00	520,643.00	9,104	1.8%
Salaries, Buildings - 06	709,164.00	719,691.00	10,527	1.5%
Salaries, Custodial - 07	1,495,839.00	1,471,234.00	(24,605)	-1.6%
Salaries, Home Instruction - 08	17,044.00	20,000.00	2,956	17.3%
Salaries, Miscellaneous Pupil Services - 09	1,411,089.00	1,499,675.00	88,586	6.3%
Salaries, Subs Miscellaneous - 11	186,093.00	222,781.00	36,688	19.7%
Salaries, Subs Instructional - 12	524,516.00	530,508.00	5,992	1.1%
Salaries, Overtime - 13	242,855.00	242,855.00	-	0.0%
Stipends, Curriculum/Instruction - 14	117,775.00	168,283.00	50,508	42.9%
Fringe, Course Reimbursement - 15	56,000.00	56,000.00	-	0.0%
Fringe, Health Insurance - 16	7,842,791.00	8,360,695.00	517,904	6.6%
Fringe, Health Insurance, Retiree - 17	904,093.00	924,241.00	20,148	2.2%
Fringe, Life/Disability Insurance - 18	28,583.00	38,000.00	9,417	32.9%
Fringe, Unemployment Insurance - 19	25,000.00	25,000.00	-	0.0%
Fringe, Workers Compensation - 20	339,446.00	348,412.00	8,966	2.6%
Fringe, Middlesex County Retirement System - 21	1,756,208.00	2,059,997.00	303,789	17.3%
Fringe, Medicare - 22	817,453.00	846,064.00	28,611	3.5%
Contributions, OPEB Trust Fund - 23	506,000.00	700,000.00	194,000	38.3%
Instruction Supplies - 24	916,498.00	1,116,075.00	199,577	21.8%
Instruction Textbooks - 25	262,485.00	278,710.00	16,225	6.2%
Instructional, Library - 26	57,725.00	59,435.00	1,710	3.0%
Other, Capital Outlay - 27	552,629.00	520,459.00	(32,170)	-5.8%
Other, Debt Service - 29	1,847,734.00	1,920,743.00	73,009	4.0%
Other, Property/Casualty - 30	98,924.00	106,369.00	7,445	7.5%
Other, Maint Buildings/Grounds - 31	582,748.00	765,048.00	182,300	31.3%
Other, Maintenance Equipment - 32	209,906.00	210,470.00	564	0.3%
Other, Legal Service - 34	128,650.00	150,000.00	21,350	16.6%
Other, Admin Supplies - 35	814,388.00	841,198.00	26,810	3.3%
Other, Athletic Supplies - 36	53,666.00	53,666.00	-	0.0%
Other, Custodial Supplies - 37	145,984.00	157,984.00	12,000	8.2%
Other, Sped Transportation - 38	1,340,411.00	1,528,647.00	188,236	14.0%
Other, Student Transportation - 39	937,937.00	938,300.00	363	0.0%
Other, Travel, Conferences - 40	88,504.00	89,186.00	682	0.8%
Other, Sped Tuition - 41	5,213,514.00	5,269,951.00	56,437	1.1%
Other, Utilities - 42	1,730,472.00	1,630,499.00	(99,973)	-5.8%
Other, Telephone - 43	148,285.00	144,045.00	(4,240)	-2.9%
Other, Sewer - 44	287,191.00	287,191.00	-	0.0%
GRAND TOTAL	76,455,123.00	80,197,455.00	3,742,332.00	4.9%

Introduction:

The budget preparation for the coming fiscal year July 1, 2015 to June 30, 2016 (FY16) has been a unique one due to the implementation of a new Chart of Accounts and lack of historic actual comparisons due to the newly expanded region.

The new chart of accounts, which was created in FY14, was first fully implemented in FY15 concurrent with the budget for the newly expanded K-12 regional district. While there does exist actual spending history for each of the three predecessor entities (Acton Public Schools, Boxborough Public Schools and ABRSD grades 7-12), they are not representative of the new expanded region because they exclude costs carried for the schools at the municipal budgets, and the account numbering schemes are different from each other and from the new chart of accounts. For this reason, no comparable data for the years prior to FY15 are presented. However, the data has been useful as a reference where needed.

Comparisons are to the FY15 Revised Budget, which reflects budget transfers that have been identified as necessary for predominantly two reasons: Capital Outlay accounts (Character code 27) often contained small dollar purchase items which are more properly considered in supply or technology type accounts, depending on the purchase. Also, leased equipment required new accounts for DESE compliance. This reclassification process is ongoing throughout FY15 as items are identified that do not comply with DESE definitions. While the proper path to take to ensure better comparability to future years for FY15, it still compounds the difficulty of comparing to prior years

Please note that throughout this memo I refer to CC as the Character code # being discussed, for ease of reference to the summary in the Expenditure section of the memo.

FY16 Budget Overview:

Financing Sources: FY16 shows a decline of \$260,470 or 1.7%, from \$15,719,103 to \$15,458,633.

Ch. 70 Aid: The District's primary source of funds, other than the Assessment to Member Towns, comes from chapter 70 State Aid. Due to the ineligibility for foundation aid or downpayment aid, we project only minimum aid increase at \$25 per pupil. This amounts to approximately 1% or \$138,900 increase.

Ch. 71 Regional Transportation Aid: In FY16 we amended the budget to reflect an increase from the initial cherry sheet amount of \$1,296,794 to \$1,537,078 (State budget voted revised cherry sheet at \$1,729,727, less \$192,649 earmarked for the newly authorized Transportation revolving account). While the state budget intended a reimbursement rate of 86-88%, 9C cuts made by the outgoing Governor Patrick to balance the state budget resulted in a rollback to the initial expectation of 66%. While the legality of this 9C cut is being challenged, we are planning reimbursement for FY16 Budget at a similar % to that realized in prior years, 65%. This results in a decrease of \$270,795 from the revised budget, and a projection of \$1,266,283 for FY16, down slightly from the FY15 initial budget.

Regional Bonus Aid: The District will receive this over a five year period, declining 20% per year, according to statute. The decrease is \$27,800 from \$139,000 in FY15 to \$111,200 in FY16.

Use of Excess and Deficiency Fund: In FY15 the initial budget relied on \$500,000 from E&D to balance the budget. This was reduced to \$300,000 with the expectation of higher regional transportation reimbursement in November 2015. We may need to revise this back to the original vote as the year progresses. The proposal for FY16 is currently at \$200,000, a reduction of \$100,000 from the revised FY15 Budget.

E&D for FY15 is expected to be approximately \$1.1M which would represent only 1.4% of our current budget. The administration has grappled with the need to grow this reserve, and the impact of reducing our reliance all in one year.

Revenue offsets on the cherry sheet have traditionally been shown against revenue in the budget, rather than as costs. These include assessments for District students who attend either choice or charter schools, net of facility aid reimbursement for charters, and special education assessment. The net change for all these items is only a slight increase to the assessments of \$7,643. These numbers are based on DESE data posted in December 2014, but enrollments for Choice and Charter are fluid and could result in much different amounts once student placements stabilize next year.

Total Expenditures: FY16 expenditures are rising \$3,742,332 or 4.9%, from \$76,455,123 to \$80,197,455.

A brief description of changes by "character code" rollup follows.

Total Salaries and other compensation (CC 01-14) up \$2,009,172 or 4.1%

- Salaries (01-09) are increasing 4% is for contractual salaries and hourly employees. Additional detail regarding the cost breakdown will be provided in the Budget Saturday backup material and presentation. Collective bargaining agreements are all settled for FY16.
- Stipends, CC 14, reflects an increase of \$50,508 to \$168,283. This is due to a budget transfer of initial FY15 budget funds which moved funds from stipends to contracted training and education (CC 35), and is being restored to its normal amount in the FY16 budget. It is not new spending.

Total Fringe Benefits (CC 15-22) increasing \$1,082,835 or 8.8%

Fringe benefits as a % of total salaries and other compensation is rising from 25.2% in FY15 to 26.3% in FY16. This is due predominantly to rising assessment from Middlesex County retirement (up 17.3%).

- Health Insurance Active and Retiree (16 and 17) – the FY16 budget increases 6.6% or \$538,052 for Active employees and 2.2% or \$20,148 for Retirees, and reflects an anticipated 8% rate increase on all plans, calculated based upon our current census, adjusted for anticipated retirements and position changes known. The Health Insurance Trust may determine actual rates at the end of January, which may allow an adjustment in this area. The increase appears lower on the Retiree account because the current budget is running favorable.
- Life and Disability (18) – The budget increases \$9,417 or 32.9% as the FY15 budget is inadequate based upon current enrollments.
- Unemployment (19) – the budget is level funded at \$25,000. The district self- insures, and based upon current FY15 activity, this appears to be reasonable but not excessive.
- Workers Compensation (20) - This budget is increasing \$8,966 or 2.6%.
- Middlesex County Retirement System (21) –The FY16 budget is increasing \$303,789 or 17.3%. This is unrelated to the expansion of the Region, as the FY15 budget was revoted in November to reflect the added assessment for FY15 of \$451,297. The district, together with the Town of Acton and the Town of Boxborough, is contesting the new assessments for FY16 as they appear unjustifiably high (22% combined). The current assessments are per a new valuation report with an effective date of 1/1/14, which was to be adjusted to reflect the transfer of employees among the 3 legal entities for the expansion of the region on 7/1/14. A thorough review has been undertaken and data

resubmitted to the retirement system for reconsideration and recalculation. The assessment was actually based upon a lower # of employees for the Region than it should have been, indicating our assessment could rise further if that alone is considered.

- Medicare (22) Increasing 3.5% or \$28,611, consistent with prior year budget assumptions.

OPEB Trust fund contribution (23) increasing \$194,000 or 38.3%

The District began funding this long term obligation in FY13 and has increased its contribution annually. The increase from \$506,000 to \$700,000 reflects a desire to comply with the OPEB working group's lower level of \$1,100,000 combined contribution by the Town of Acton and the District. Administration is committed to this funding this obligation by increasing it incrementally in a sustainable manner.

Instructional Supplies, Textbooks and Library/Media Center Supplies (24,25,26) is increasing \$217,512 or 17.6%

These categories represent \$1,454,220 combined to provide needed educational materials throughout the district. The increase is significantly due to reclassified items which used to be carried in the capital outlay budget lines, in accordance with DESE guidelines based upon unit values and useful lives.

Capital Outlay (27) is declining \$32,170, or 5.8%

This budget appears lower than the prior year due to the reclasses to the budgets discussed above. Included in the preliminary budget is a \$200,000 increase for a proposed facility evaluation study, and it is anticipated that the funds first reallocated to capital in FY15 of \$145,000 (from Utility savings) will be utilized to fund purchases requested in the FY16 budget process and supported by the Administration. These include: Structural Engineering - Conant School- Northeast Corner of Building, Bleachers - Lower Gym, Asbestos Abatement for Classroom Carpets, Cafeteria Tables, and Rug Removal & Replace with Linoleum Tiles.

Debt Service (29) is increasing \$73,009 or 4%

In FY16 the scheduled payments of principal and interest for JHS and SHS debt is nearly flat with FY15, at \$1,802,625. This debt was refinanced in FY14 resulting in significant savings for the District over the remaining term.

Also budgeted here is the District payment on Lower Field bond for \$118,117.50. In FY15, we allocated \$75,000 of this bond payment to the responsibility of Community Ed, on a one time basis, which accounts for the net increase in debt service in FY16.

Property/Casualty Insurance (30) Increasing 7.5% or \$7,445

This account is increasing 4% on FY15 actual, per recommendation of our insurance provider, MIIA. This represents coverage on buildings, and coverage on fleet is carried separately within our Transportation accounts (CC 39). This does not reflect any premium increase that may be required if we request building values be reviewed under the new expanded district.

Maintenance of Buildings & Grounds (31) increasing 23.1%, or \$182,300

Each facility separately accounts for maintenance costs for custodial services, HVAC, building supplies and contract services related to custodial and energy services. The Building and grounds increases of note include \$80,000 to begin addressing security at the district buildings without door access and

camera systems, increasing the grounds maintenance budget \$12,000, and increases as recommended by the Director of Facilities for the preventive maintenance and care of the District's eight buildings.

Maintenance of Equipment (32) –level funded

The District budget of \$210,470 has increased \$564 and includes the maintenance of copiers, technology, library and media center equipment, music and office equipment.

Legal Services (34) increasing 16.6% or \$21,350.

The recommended increase for FY16 is to recognize the higher expense trend than actual in FY13, FY14, and continuing in FY15. While each year contained at least one "unique" case, it seems the prudent today to plan accordingly.

Administrative Supplies (35) increasing 3.3% or \$26,810

Professional services are increasing (Audit fee and Munis consultation) \$10,000 due to new personnel training needs and increased audit fee. A greater identification and classification of software license fees and leased equipment has been made resulting in reclassified costs.

Athletic Supplies (36) –level funded at \$53,666

The Athletic Director has level funded his request. Much financing of the athletic program has come from the Athletic fees, but there have been annual deficits.

Custodial Supplies (37) increasing 8.2% or \$12,000

The facility director has recommended increases of \$1,000 per elementary school and \$6,000 at the Junior High School.

Sped Transportation (38) increasing 14% or \$188,236

This increase includes the 4.7% preliminary increase to the CASE transportation assessment and an increase for transportation monitors and contract special transportation for specific students being serviced.

Student Transportation (39) –0% increase at \$938,300

The FY15 budget was revised to reflect the full cost of the new expanded bus leases, lot for parking, and property/liability insurance on the expanded fleet. Fuel is level funded at \$175,000. The minor changes in other accounts were offset by savings in an unnecessary monitor.

Travel, Conferences (40) – 0.8% increase at \$89,186

This category accounts for administrators and schools for tolls, workshops and professional learning. The FY15 budget was revised to reflect increased use of principal budgets reallocated from other line items in this category this allocation is continued in FY16.

Sped Tuition (41) (net of Circuit Breaker funds) –increase 1.1% to \$5,269,951

Tuitions have been projected with the Pupil Services Director based upon current placements and estimates of pending enrollments, where deemed likely for the upcoming school year. Tuitions at CASE collaborative are projected to rise 5%, but are not yet final. Other tuitions are estimated with 3%

increases. The total tuitions increase of \$652,879 to \$7,623,547 is nearly offset by an increase in Circuit Breaker reimbursement of \$596,422, to \$2,353,596. Circuit breaker reimbursement is estimated at 68% reimbursement rate.

Utilities (42) – Declining 5.8% to \$1,630,499

The Director of Facilities has reduced amounts required for electric bills by \$99,973 based upon reduced utilization. All other utility accounts have been level funded.

Telephone (43) – Declining 2.9% to 144,045

Level funded, with exception of reduction due to change in practices at Junior High (use of push to talk).

Sewer (44) –Level Funded at \$287,191

Based upon recent history, no changes anticipated for these accounts.

EDCO Collaborative Articles of Agreement

This agreement replaces the agreement
dated 6.28.1988.

This agreement becomes effective
as of the date on the signature page.

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PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement of EDCO Collaborative, established pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603CMR 50.00. This Collaborative Agreement shall not be effective until approved by the Member School Committees and Member Charter School Boards as indicated on the signatory page, and the Massachusetts Board of Elementary and Secondary Education. This agreement replaces the agreement dated December 15, 1969 as most recently amended on June 28, 1988, entered into by and between the Member School Committees and Member Charter School Boards listed in Article I (herein, "Member Districts").

DEFINITIONS

Commissioner - The Commissioner of the Massachusetts Department of Elementary and Secondary Education

Board - Board of Directors of EDCO Collaborative comprised of Superintendents, School Committee Members, or Charter School Board Members voted by Member Districts

EDCO Collaborative Administrator - Member of EDCO Collaborative's Leadership Team including central office directors (i.e. Executive Director, Associate Executive Director, Business Administrator, Chief Financial Officer, Director of Informational Technology, Director of Seefurth Education Center) and EDCO Collaborative program directors

ARTICLE I: MEMBERSHIP

The membership of EDCO Collaborative as of the effective date of this agreement, includes the School Committees and Charter School Boards from the following districts, as indicated by the signatures of the Chairs of the School Committees and Charter School Boards:

1. School Committee for the Acton Public Schools (until June 30, 2014)
2. School Committee for the Acton-Boxborough Regional School District
3. School Committee for the Arlington Public Schools
4. School Committee for the Bedford Public Schools
5. School Committee for the Belmont Public Schools
6. School Committee for the Boxborough Public Schools (until June 30, 2014)
7. School Committee for the Brookline Public Schools
8. School Committee for the Carlisle Public Schools
9. School Committee for the Concord Public Schools

10. School Committee for the Concord-Carlisle Regional School District
11. School Committee for the Lexington Public Schools
12. School Committee for the Lincoln Public Schools
13. School Committee for the Lincoln-Sudbury Regional School District
14. School Committee for the Newton Public Schools
15. School Committee for the Sudbury Public Schools
16. School Committee for the Waltham Public Schools
17. School Committee for the Watertown Public Schools
18. School Committee for the Wellesley Public Schools
19. School Committee for the Weston Public Schools
20. School Committee for the Winchester Public Schools

ARTICLE II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

A. Mission of EDCO Collaborative:

The mission of EDCO Collaborative is to cooperatively develop and deliver high quality and cost-effective programs and services for students, school districts, partner organizations and communities; to improve education through inter-district and inter-agency collaboration; and to enhance equity, intercultural understanding and equal opportunity in education.

B. Objectives of EDCO Collaborative:

1. To provide day programs and other services for students with low-incidence disabilities in the least restrictive environment consistent with MGL c. 40 § 4E and 603 CMR 50.00
2. To provide day programs and services for at-risk students
3. To provide therapeutic services for adults with disabilities in collaboration with the Department of Developmental Services and /or other agencies
4. To offer quality professional learning opportunities to general and special education teachers and administrators, related service providers, School Committees, and Charter School Boards
5. To explore and pursue grants and other funding to support identified needs of the Member Districts and community
6. To offer cooperative and regional programs and/or services to help Member Districts maximize cost efficiency and program effectiveness through a collaborative effort

C. Focus of EDCO Collaborative:

1. Programs and services for students and adults with disabilities and at-risk students

2. Professional learning
3. Pupil transportation
4. Support of initiatives from the Department of Elementary and Secondary Education
5. Cooperative planning and delivery of services to meet the needs of the Member Districts

D. Purpose of EDCO Collaborative:

The purpose of EDCO Collaborative is to provide programs and services for students with disabilities and at-risk students, to provide therapeutic services for adults with disabilities in collaboration with the Department of Developmental Disabilities and / or other agencies, to provide professional learning opportunities to educators based on best practice, to enhance equity, intercultural understanding and equal opportunity in education and to provide other high quality cost-effective services to meet the changing needs of Member Districts. The Collaborative, therefore, exists to conduct educational programs and services which shall complement and strengthen the programs of Member Districts and community partners and increase educational opportunities for children when it is determined that such programs and services can most effectively and economically be provided on a collaborative basis. The foregoing purpose includes the authority of the Collaborative, acting through its Board, to contract with corporations, individuals, associations, agencies, and/or any other entities in order to obtain and provide services for Member Districts. In addition, the Collaborative will continue to increase and expand its level of service in general education, special education, professional learning and training opportunities, research and development of innovative programs, and in any such area determined to be a need by the Member Districts.

Notwithstanding any other provision of these articles, the Collaborative is organized exclusively for educational purposes, as specified in Section 501(c) (3) of the Internal Revenue Code, and shall not carry on any activities not permitted to be carried on by any entity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.

No substantial part of the activities of the Collaborative shall be carrying on of propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE III: PROGRAMS AND SERVICES TO BE OFFERED

To complement the educational programs and services of the Member Districts in a cost-effective manner, EDCO Collaborative will offer the following:

1. Day school programs and related services for students with disabilities
2. Alternative programs for at-risk students

3. Therapeutic services for adults in collaboration with the Department of Developmental Disabilities and/or other agencies
4. Clinical evaluations
5. Professional learning opportunities
6. Financial management services
7. Pupil transportation
8. Other Member District services

The above list is not all-inclusive. The Board, acting at the request of the Executive Director and/or Member Districts, may consider and approve other programs and services to be provided by the Collaborative so long as such programs or services are in the best interest of the Member Districts, and are not inconsistent with M.G.L. c. 40, § 4E and 603 CMR § 50.00, as amended from time to time.

ARTICLE IV: GOVERNANCE

Each Member District executing this Agreement shall annually appoint the Superintendent of Schools or one School Committee Member or Charter School Board Member as a voting member of the Collaborative Board. An appointee of the Commissioner shall be a voting member of the Collaborative Board.

The Board shall provide overall management and supervision of the Collaborative. No employee of the Collaborative may serve on the Board.

The Board shall meet at least six times each fiscal year. The schedule will be determined by the Board Chairperson in collaboration with the Executive Director. Special meetings may be called for special purposes by the Executive Director with consent of the Board Chairperson or by the Board Chairperson him/herself. Meetings will be posted in accordance with M.G.L. c. 30A §§ 18-25.

A quorum for conducting business shall consist of a simple majority of the Board. A quorum is not needed to close the meeting. In order to pass any motion, a majority vote of Board Members present shall be required, except that a vote to terminate the Collaborative shall be approved in accordance with Article IX of this agreement.

The Executive Director, or designee, will act as Secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.

The Board shall, annually at the first meeting of the fiscal year, organize itself by electing a Chairperson and Vice-chairperson. The Chairperson may appoint standing committees and /or advisory committees of the Board as will facilitate the work of the Board.

Each Board Member shall be responsible for providing the following information to the

representative's Member District in accordance with the provisions of M.G.L. c. 40, § 4E and 603 CMR 50.00, et seq.

1. Quarterly information and updates to the Member District, at an open meeting, on collaborative activities, including, but not limited to, the programs and services provided by the collaborative
2. A copy of the Collaborative agreement and any amendments
3. A copy of the annual budget and tuition rate
4. A copy of the annual report and financial audit
5. Notification of applications for real estate mortgages
6. A copy of any capital plan approved by the Board
7. Any additional information as may be requested by a vote of the Member District
8. Any additional information as may be required in M.G.L. Ch. 40 § 4E, 603 CMR § 50.00, et seq. and any amendments thereto

Using its authority to establish standing committees to advise the Board in its annual business, the Board of the EDCO Collaborative shall establish an Advisory Council to the Board to meet concurrently with the Board and to provide guidance to the Board in its decisions. The Advisory Council to the Board shall consist of a Superintendent, School Committee person or Charter School Board person from each Member District, whoever is not serving currently on the Board, who shall be appointed annually by the Member District. The Advisory Council Member may receive Board materials, participate in Board discussions, and be appointed to Standing Committees of the Board. Advisory Council Members have no voting privileges on the Board.

ARTICLE V: INDEMNIFICATION

Neither the Executive Director nor any Board Member nor any Advisory Council Member nor any EDCO Collaborative administrator shall be liable to the Collaborative or to any Member District thereof for any act or omission of the Executive Director or any Board or Advisory Council Member or be held personally liable in connection with the affairs of the Collaborative except only liability arising out of his own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its Member Districts.

Neither the Executive Director nor any Board Member nor any Advisory Council Member nor any EDCO Collaborative administrator shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against, or with respect to the Collaborative or arising out of any action taken or omitted for or on behalf of the Collaborative and the Collaborative shall be solely

liable therefore and resort shall be had exclusively to the Collaborative property for the payment or performance thereof and each Board or Advisory Council Member, Member District and any Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provisions hereof, such Board or Advisory Council Member, Executive Director or Member District shall be held personally liable. Any person dealing with the Collaborative shall be informed of the indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director and his/her legal representatives and each Board and Advisory Council Member and his/her legal representatives and each Member District and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such Board Member, Member District or Collaborative Administrator or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as Board or Advisory Council Member, Executive Director, Member District, or Collaborative Administrator except only liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as final adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by independent counsel for the Collaborative. Said right of indemnification shall be in addition to any other rights to which such Board or Advisory Council Member, Collaborative Director or Administrator or Member District may be entitled as a matter of law or which may be lawfully granted to him/it.

ARTICLE VI: CONDITIONS OF MEMBERSHIP

Each Member District shall have the following rights and responsibilities as a member of EDCO Collaborative:

1. Each Board Member shall be entitled to a vote, which cannot be delegated to any other individual.
2. Each Board Member must attend training required by the Department of Elementary and Secondary Education as outlined in M.G.L. Ch. 40, § 4E; 603 CMR 50.05 and 603 CMR 50.12(3). Should a Board Member fail to complete the required training within the timelines set in law and regulations, notice will be given to the appointing Member District. Should the Board Member fail to complete the training within a reasonable time frame following notice to the appointing Member

District, the Member District shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The Member District shall become an active Member and voting rights shall be reinstated once the Board Member completes the training or the Member District appoints a new representative.

3. No Board Member shall serve as a Collaborative Administrator or on the board of directors or as an employee of a related for-profit or non-profit organization.

4. No Board Member shall receive an additional salary or stipend for his/her service on the Board.

5. Each Member District shall contribute a membership assessment in accordance with Article VIII.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES TO THE BOARD

EDCO Collaborative shall exist as a public entity.

The Board shall be vested with the authority to enter into agreements with Member Districts, non-member districts, charter schools or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.

The Board shall be responsible for the following, consistent with the requirements of law, regulation, and Article VIII of this agreement:

1. Ensuring adherence to this Agreement and progress toward achieving the purpose and objectives set forth in the Agreement

2. Determining the cost-effectiveness of programs and services offered by the Collaborative

3. Determining the appropriateness and cost-effectiveness of any borrowing, loans or mortgage

4. Approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate

5. Ensuring an annual report for the previous fiscal year be prepared and submitted to the Commissioner and Chair of each Member District no later than January 1 of each year

6. Ensuring that an independent financial audit is completed annually and submitted to the Chair of each Member District, the Commissioner, and the State Auditor no later than January 1 of each year

7. The Board may delegate to the Treasurer the causing of an audit. The Board shall have all the powers and duties conferred and imposed upon educational collaborative boards by law and

conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in M.G.L. c. 40, §4E, 603 CMR 50.00 and any amendments thereof, or as may be specified in any other applicable general or special law. The Board may adopt by-laws consistent with law and regulations and with this Agreement to govern the day-to-day operation or other appropriate matters of the Collaborative. If a particular matter is not covered by such a document, then any such matter will be handled, as the Board deems appropriate by a vote of the Board Members present and voting. It is the function and responsibility of the Board to formulate policy for the Collaborative and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00. The Board shall review the effectiveness of such policies to ensure currency and appropriateness, and may establish a subcommittee to make recommendations to the Board concerning such policies.

8. The Board may establish subcommittees such as an Executive Subcommittee and a Finance and Administration Subcommittee to expedite the work of the Board and to provide guidance and support in managing the essential functions and business of the Collaborative.

9. The Board shall hire all employees of the Collaborative and ensure that all employees possess the necessary and required credentials and approvals, to the extent applicable, including those required by M.G.L. c. 71, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.

10. The Board shall appoint the Executive Director, Business Administrator, Treasurer and at least one registered nurse, and oversee the operation of the Collaborative to the end that the educational needs of students enrolled in Collaborative programs, as well as the goals of any cooperative program of the Collaborative, are met in an effective and economical way. The Board will ensure there is segregation of duties among the Executive Director, Business Administrator, and Treasurer.

11. The Board shall have the authority to borrow money for any purpose consistent with law, regulations, and Article VIII of this Agreement, including, but not limited to, to meet ongoing payroll obligations, to finance the purchase and/or lease of any real or personal property, including equipment, land and/or a building(s) (including portables), and/or to finance any renovation, reconstruction and/or construction of any real property. The Board shall be responsible for ensuring that any borrowing, loans, or mortgages are cost-effective and necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts, and consistent with the terms of this agreement.

12. The Executive Director shall have the day to day responsibility for all activities of the Collaborative, shall be responsible for overseeing all of its programs, shall be responsible for implementing the

policies and by-laws, if any, and for developing procedures consistent with the policies of the Board. The Board may delegate the Executive Director to supervise and discipline personnel to the extent permitted by applicable law and regulation. In addition, the Executive Director shall have the authority granted by M.G.L. c.40, §4E and any amendments thereto. The Board shall complete an annual evaluation of the Executive Director in accordance with 603 CMR 50.06(2).

13. The Executive Director shall be charged with maintaining a website for the Collaborative in accordance with M.G.L. c. 40 § 4E. Said website shall include a list of Board Members, copies of Board Meeting minutes, a copy of the Collaborative Agreement and any amendments to the Agreement, a copy of the annual independent audit, a copy of the Annual Report required by 603 CMR 50.08, and contact information for the Collaborative and key Collaborative staff members.

14. The Board shall appoint a Business Administrator subject to M.G.L. Chapter 41, Sec. 52 who shall have such powers and responsibilities determined by the Board in its approved job description. Said duties are similar to those of a town accountant and are consistent with 603 CMR 50.00. The Board shall ensure that an annual evaluation of the Business Administrator occur in accordance with 603 CMR 50.06(3). The Business Manager may not be the Treasurer of the Collaborative.

15. The Treasurer who shall have such powers and responsibilities as determined by the Board and as stipulated in the Board approved job description, consistent with 603CMR 50.00. The Board shall annually evaluate the Treasurer's performance and effectiveness. No Collaborative employee or appointed representative to the Board may serve concurrently as the Treasurer. The Treasurer shall report directly to the Board.

ARTICLE VIII: FINANCIAL

A. Financial Terms:

The Board may enter into contracts to obtain the funds necessary to carry out the purpose for which the Collaborative was established.

The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. Collaborative Fund:

1. The Board shall establish and manage a fund to be known as the EDCO Collaborative Fund, herein, "the Fund".
2. The Fund shall be the depository of all monies paid by Member Districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the

Board and deposited in the Fund.

3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the Collaborative without further appropriation.
4. The Board must approve all payments through designated signatories voted by the Board.
5. The Treasurer may make appropriate investments of funds of the Collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

C. Borrowing, Loans, and Mortgages:

The Board may authorize the borrowing of funds or enter into short-term or long-term agreements or mortgages, and acquire or improve real property to support Collaborative operations, subject to the following procedures:

1. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Board.
2. The Board shall investigate options related to the terms of borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application.
3. The Board shall be responsible for ensuring that the borrowing, loans, and mortgages are necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts and consistent with the terms of this agreement.
4. In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:
 - a. The Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the Collaborative Board at which the final vote is taken.
 - b. The Board shall provide notice to each Member District within thirty (30) calendar days of applying for real estate mortgages.
 - c. The Board shall approve such action by a majority vote.

D. Surplus Funds:

Unexpended general funds, as defined in 603 CMR 50.00, at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus. (603 CMR 50.07 (9)) The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, § 20, and any amounts prepaid for tuition or services in accordance with M.G.L. c. 40, § 4E.

1. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR

50.03(5)(b)10.

2. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall determine and approve, by majority vote, the final dollar amount of the cumulative surplus.
3. The Board shall determine whether such final dollar amount of surplus funds is within the established 25 percent limit, and whether the funds will be retained by the Collaborative or whether all or some portion will be refunded to the Member Districts or credited to support programs and services offered to Member Districts.
4. Retained surplus may be used to support the budget in future years at the discretion of the Board.
5. Surplus funds will be distributed in proportional shares using the *Enrollment Assessment* formula articulated under Annual Member Assessment.

E. Development of the Collaborative Budget:

The Board shall annually determine the Collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, § 4E, regulations promulgated by the Board of Elementary and Secondary Education, and this agreement.

By May 15 of each year, the Executive Director shall propose a budget for the upcoming fiscal year to the Board. The Board shall hold a public hearing on the proposed budget prior to its adoption at a public meeting. The Board shall adopt the final budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed but no later than June 15 of the preceding fiscal year. Adoption of the budget shall require a majority vote Board.

1. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
2. Expenditures from grant funds, trust funds and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget.
3. The proposed budget shall be classified into such line items as the Board shall determine.
4. Capital: Capital is defined as fixed assets, including real property, with a unit cost of \$5,000 and a useful life of one year or more, debt payments and deposits into capital reserve. All capital costs to support collaborative operations will be included in the budget. Capital costs will be included in the calculation of the annual membership assessments, tuition rates, or fees for services, depending on the program(s) which the capital cost(s) will benefit.

The Board may create a capital reserve fund to support costs associated with the acquisition, maintenance, and improvement of fixed assets, including real property, pursuant to a capital plan.

- a. The establishment of a capital reserve fund shall be subject to the approval of two-thirds of the Member Districts.
- b. Deposits into the capital reserve shall be proposed and approved through the budget process, based on needs determined in the capital plan.
- c. In the event that the purpose for which the capital reserve was created requires modification, the collaborative Board shall revise its capital plan and provide notice to all member districts. If the member district does not vote to disapprove the revised capital plan within a 45-day period, that member district shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the Member Districts is required to revise the capital plan.
- d. By an affirmative vote of 2/3 of the Board members, the Board may vote to charge a capital assessment for capital costs not funded through the above process or not funded from available capital reserves. This capital assessment will be determined using the Enrollment Assessment formula previously articulated below under Annual Member Assessment. (2/3 vote)

Revenues of the Collaborative shall be derived from the following sources:

F. Program Tuition: The tuition for each program shall be determined based on the projected enrollment in each program, and the cost of operating the program including salaries, benefits, overhead, and fixed costs, and program supplies and materials. Cost estimates are divided by the projected number of students to determine tuition rate. Rates are recommended by the Executive Director and approved by the Board.

Non-member districts will be charged a surcharge, not to exceed twenty (20) percent over the cost for Member Districts, to support administrative and overhead costs. The Board may waive or decrease the percentage of the surcharge or fee charged to non-member districts when doing so is determined to be in the best interest of the Collaborative.

G. Annual Membership Assessment: Member Districts shall, on July 1 of each year, be assessed an amount determined annually by the Board to offset a portion of the administrative and overhead costs of the Collaborative. The annual membership assessment will be determined using two parts. Part one is entitled *Basic Assessment* and is assigned based on school district grade configuration i.e., K-8, K-12, 9-12. It is used to offset the cost of services such as administrative roundtables. The second part entitled *Enrollment Assessment* is a formula based on the total number of students enrolled in the Member District as of October 1 of the prior calendar year (as published on the Department of Elementary and Secondary Education website, "Enrollment Data"). It is used to offset the cost of

providing services such as professional learning opportunities. The two parts are added together to determine the total annual membership assessment.

H. Fees for Services: Fees for services offered by the Collaborative, as determined by the Executive Director and approved by the Board, shall be assessed to Member and Non-member districts. Fees for services shall be determined based on the projected number of users and the cost of providing services including salaries, benefits, overhead, and fixed costs, and program supplies and materials. Non-member districts will be charged a surcharge, not to exceed twenty (20) percent over the cost for Member Districts, to support administrative and overhead costs. The Board shall establish the surcharge or fee annually based on the total administrative and overhead cost of the Collaborative and may waive or decrease the percentage of the surcharge or fee when doing so is determined to be in the best interest of the Collaborative.

I. Gifts, Grants and Contributions: The Board may, from time to time, accept gifts, grants or contributions from governmental and private sources, whether in cash or in kind, which will further the purposes of the Collaborative. Revenues and expenses from grants and contracts are included in the budget presented to the Board for approval, i.e., contract with the Department of Developmental Disabilities to provide therapeutic services for adults. The Treasurer shall certify and transmit the budget and the tuition rates, membership assessment and fees-for-service for the upcoming fiscal year to each Member District not later than June 30 of the preceding fiscal year.

1. Member Districts and non-member districts shall be invoiced monthly for tuitions and fees for service. Payments are due within thirty (30) days of receipt of the invoice.
2. Member Districts shall be invoiced annually for the membership assessment. Payments are due within sixty (60) days.
3. Procedure for Amending the Budget: In the event it becomes necessary to amend the budget, the following procedure shall apply:
 - a. All budget amendments shall be proposed at a public meeting of the Board, and must be approved by a majority vote of the Board to take effect. Budget amendments shall be proposed as needed. When the need for a budget amendment is determined, the amendment will first be proposed by EDCO Collaborative administration to the Finance and Administration Subcommittee for consideration and a recommendation to the full Board. Amendments and the recommendation of the Finance and Administration Subcommittee will be presented for a Board vote at the next Board meeting.
 - b. Any amendment to the budget that results in an increase in the tuition rates, the membership assessment or fees-for-service shall adhere to the following procedures:

- i. All Board members shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their Member Districts the content of the proposed amendment.
 - ii. All amendments shall be voted on by the Board at a second public Board meeting no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.
 - iii. The Treasurer shall certify and transmit the amended tuition rates, membership assessment and fees-for-service to each Member District not later than ten (10) working days following the affirmative vote of the Board.
- c. The Board has the authority to reduce tuition rates, membership assessment, and fees-for-service to Member Districts and non-member districts when doing so is determined to be in the best interest of the Collaborative.
4. No part of the net earnings of the collaborative shall inure to the benefit of any member of the Board, Collaborative Administrators, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative by a private individual who is not a Board Member or Collaborative Administrator). No Board Member or Collaborative Administrator shall be entitled to share in the distribution of any of the assets upon dissolution of the Collaborative.

ARTICLE IX: METHOD OF TERMINATION

A Member District may request that the Board initiate proceedings to terminate the EDCO Collaborative agreement by giving notice to all other Member Districts and the executive director at least twelve (12) months before the end of the current fiscal year.

Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the collaborative and determine next steps. A two-thirds (2/3) vote of the Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all Member Districts within ten (10) working days of such vote.

Prior to termination, the Board shall:

1. Cause a final fiscal audit of the Collaborative to be performed, including an accounting of all assets and liabilities (debts and obligations) of the Collaborative and proposed disposition of the same. A copy shall be made available to each Member District and to the Department of Elementary and Secondary Education.
2. Determine the fair market value of all assets of the Collaborative.
3. Determine the process for appropriate disposition of state and federal funds, equipment, and

supplies.

4. Determine which Member District(s) will maintain fiscal, employee, and program records.
5. Determine the means for meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits.
6. The Collaborative must meet all liabilities before any monies are distributed to the Member Districts.
7. Distribute surplus or reserve funds in proportional shares using the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.
8. Return individual student records to their respective school district.
9. Assets shall be sold and monies distributed in proportional shares using the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.
10. The Executive Director shall notify the Department of Elementary and Secondary Education in writing at least one hundred eighty (180) days before such termination.
11. The Board shall notify the Department of Elementary and Secondary Education of the official termination date and submit documentation required by 603 CMR 50.11 to the Department.

ARTICLE X: METHOD OF WITHDRAWAL

1. A Member District may withdraw from the Collaborative as of July 1st in any year provided that such district provides written notice to the Executive Director of the Collaborative and the Board of such intent by December 31st with an effective date of July 1st for the withdrawal. Upon receipt of such notice, the Collaborative Agreement must be amended (see Article XII) and approved, first, by the Board, then, by a majority of the Member Districts, and finally, by the Board of Elementary and Secondary Education, and provided that the Board of Elementary and Secondary Education has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
2. Written notification of a Member District's intent to withdraw from the Collaborative at the end of a fiscal year shall include the following:
 - a. Notification addressed to the chair of the Board and the Executive Director that the Member District has voted to withdraw from the Collaborative with the effective date of withdrawal; and
 - b. A copy of the minutes from the School Committee or Charter School Board meeting at which the Member District voted to withdraw from the Collaborative.
3. An amendment to this Agreement shall be prepared to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative.

4. Upon withdrawal, a former Member District shall not be entitled to any assets or a portion of any assets of the Collaborative, including any surplus funds that may have been carried over from prior years and any reserve funds that may have been established by the Board.
5. The withdrawing Member District must fulfill all of its financial obligations and commitments to the Collaborative.
6. A School Committee or Charter School Board that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its proportional share of liabilities and any debts, claims, demands, or judgments against the Collaborative, incurred during said School Committee's or Charter School Board's membership. Such proportional share is determined by the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.
7. Upon withdrawal, the withdrawing Member District will be reimbursed any funds prepaid to the Collaborative by the Member District for tuition or services under M.G.L. c. 40, § 4E.
8. The withdrawal of any Member District(s) at any time shall not affect the status of this Agreement and the same shall remain in full force and effect until specifically changed or amended consistent with Article XII.
9. If, after the withdrawal of a Member District (s), less than two Member Districts remain, the Collaborative Board will initiate termination proceedings as provided in Article IX.

ARTICLE XI: PROCEDURE FOR ADMITTING NEW MEMBER DISTRICTS

Any School Committee or Charter School Board may seek to become a Member District of the Collaborative upon a majority vote of the Board and provided that the Collaborative Agreement is amended (see Article XII) and approved by a majority of the Member Districts and the Board of Elementary and Secondary Education.

1. At least 180 days prior to the beginning of a new fiscal year, the prospective Member District shall submit in writing to the chair of the Board and the Executive Director its request to join the Collaborative.
2. Upon receipt of the prospective member district's request to join, the Board will consider the request.
3. Upon a majority affirmative vote of the Board, this Agreement shall be amended to add the new Member District.
4. The votes for approval may provide for the deferral of the admission of a new Member District until July 1 of the subsequent fiscal year.
5. The admission of a new Member District to the Collaborative shall become effective only after the

execution and delivery by the current Member Districts and the applicant School Committee or Charter School Board of an amendment to this Agreement agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.

6. A School Committee or Charter School Board may be admitted to the Collaborative as of July 1st of any fiscal year provided that all required approvals, including that of Member Districts, and the Board of Elementary and Secondary Education, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new Member District is to be admitted to the Collaborative. If all steps for admission have been completed with the exception of approval of the Board of Elementary and Secondary Education, the new Member District may participate in meetings of the Board and receive other benefits of membership as determined by the Board, except that the new Member District may not vote on any matter.

7. Following the approval for admission to the Collaborative and continuing until the actual date of such admission, the School Committee or Charter School Board may designate a non-voting representative to the Board.

ARTICLE XII: PROCEDURE FOR AMENDING THE AGREEMENT

This Agreement may be amended from time to time as needed, pursuant to the following procedure:

1. Any Member District, Board Member, or the Collaborative Executive Director may initiate a proposal for amendment of this Agreement.
2. The proposed amendment shall be presented in writing to the Secretary of the Board no less than ten (10) days prior to a meeting of the Board at which it shall first be read.
3. The proposed amendment shall be read a second time at the regular meeting next subsequent to its first majority reading, at which time it may be approved by a vote of the Board Members present and voting.
4. If approved by the Board, the proposed amendment shall then be submitted to Member Districts. If approved by a simple majority of Member Districts, the proposed amendment shall be submitted for approval to the Board of Elementary and Secondary Education. If approved by the Board of Elementary and Secondary Education, the proposed amendment shall become effective.

ARTICLE XIII: NON-DISCRIMINATION PRACTICES

EDCO Collaborative does not discriminate on the basis of race, sex, color, religion, sexual orientation, gender identity, age, disability or national or ethnic origin in the administration of its educational policies, administrative policies, scholarship or loan programs, athletic and other school administered programs or in employment. The Board's policy of nondiscrimination will extend to students, staff, the general

public, and individuals with whom it does business.

This Collaborative Agreement shall not be effective until approved by the Member Districts as indicated on the signatory page, and the Massachusetts Board of Elementary and Secondary Education. The Agreement is authorized by a vote of each of the Member Districts and signed by the Chairperson of each Member District.

APPROVALS:

Date of first reading: 3.1.2013

Date of second reading: 3.5.2013

Date approved by Collaborative Board of Directors:

Approved by:

_____ Date _____
CHAIRPERSON - SCHOOL COMMITTEE FOR THE ACTON-BOXBOROUGH REGIONAL
SCHOOL DISTRICT

_____ Date _____
CHAIRPERSON - SCHOOL COMMITTEE FOR THE ARLINGTON PUBLIC SCHOOLS

_____ Date _____
CHAIRPERSON - SCHOOL COMMITTEE FOR THE BEDFORD PUBLIC SCHOOLS

_____ Date _____
CHAIRPERSON - SCHOOL COMMITTEE FOR THE BELMONT PUBLIC SCHOOLS

_____ Date _____
CHAIRPERSON - SCHOOL COMMITTEE FOR THE BROOKLINE PUBLIC SCHOOLS

_____ Date _____
CHAIRPERSON - SCHOOL COMMITTEE FOR THE CARLISLE PUBLIC SCHOOLS

_____ Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE CONCORD PUBLIC SCHOOL

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE LEXINGTON PUBLIC SCHOOLS

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE LINCOLN PUBLIC SCHOOLS

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE NEWTON PUBLIC SCHOOLS

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE SUDBURY PUBLIC SCHOOLS

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE WALTHAM PUBLIC SCHOOLS

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE WATERTOWN PUBLIC SCHOOL

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE WELLESLEY PUBLIC SCHOOLS

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE WESTON PUBLIC SCHOOLS

Date _____

CHAIRPERSON - SCHOOL COMMITTEE FOR THE WINCHESTER PUBLIC SCHOOLS

APPROVED BY THE MASSACHUSETTS BOARD OF ELEMENTARY AND SECONDARY EDUCATION:

Date _____

COMMISSIONER OF ELEMENTARY AND SECONDARY EDUCATION

ACTON-BOXBOROUGH REGIONAL SCHOOLS
2015-2016 KINDERGARTEN REGISTRATION SCHEDULE

The following are important dates for parents/guardians of children who will be entering Kindergarten in September, 2015 (**5 years old on or before September 1, 2015**). See also: <http://www.abschools.org/families/student-registration>

GENERAL MEETING*

Our Superintendent, Director of Curriculum and Assessment, Director of Personnel, Director of Pupil Services, Principals, Registrar, Kindergarten staff and School Nurse will be on hand to answer questions.

Tuesday, January 13, 2015 at 7:00 p.m., R.J. Grey Junior High Auditorium

SCHOOL TOURS

All schools will be open for tours on the following dates: January 23; January 27, February 2, February 11. Please call individual schools after January 5, 2015 to reserve tour times. You may reserve more than one tour per day. If school is canceled or delayed on a tour day, parents should call to reschedule.

Tour hours for Blanchard, Douglas, Gates: 8:45 – 10:00 a.m. and 12:30 – 2:00 p.m.

Tour hours for Conant, McCarthy-Towne & Merriam: 9:30-10:45 a.m. and 11:00 – 12:15 p.m.

Please do not bring young children with you on the tour.

EARLY REGISTRATION for SIBLINGS and WALKERS

Families who are eligible, or who believe they may be eligible for priority admission status (siblings of current students, walkers), are urged to register early. Both sessions will be at the Central Office located in the R.J. Grey Junior High School. **You must bring a copy of your child's birth certificate/passport, most recent physical examination & immunization record.**

Tuesday, January 20: 9:00 a.m. - 12:00 noon and 7:00 - 9:00 p.m.

Wednesday, January 21: 9:00 a.m. - 12:00 noon

PARENT INFORMATION EVENING MEETINGS*

Tuesday, January 20, 7:00 p.m. @ McCarthy-Towne - Cafetorium

Tuesday, January 27, 7:00 p.m. @ Gates- Cafetorium

Tuesday, February 3, 7:00 p.m. @ Merriam - Cafetorium

Tuesday, February 10, 7:00 p.m. @ Blanchard - Cafetorium

Tuesday, February 24, 7:00 p.m. @ Conant – Cafetorium

Tuesday, March 3, 7:00 p.m. @Douglas - Cafetorium

** In case of snow, ANY postponed evening meeting will be held the next evening (Wednesday)*

KINDERGARTEN REGISTRATION

You must bring a copy of your child's birth certificate/passport, most recent physical examination & immunization record and Proof of Residency. Both sessions will be at the Central Office located in the R.J. Grey Junior High School.

Tuesday, March 10: 9:00 a.m. - 12:00 noon and 7:00 - 9:00 p.m.

Wednesday, March 11: 9:00 a.m. - 12:00 noon

REGISTRATION PROCESS for COMMUNITY ED EXTENDED DAY PROGRAM, K-6

Registration forms for new families will be accepted beginning March 10, 2015. Please note: Community Education offers an enriched program for the other half of the school day for children placed in half day Kindergarten. Tours are available anytime by appointment and Community Ed. will host a Kindergarten Open House on Monday April 6th, 2015 from 6:00-7:30 pm. Children are welcome! Contact Sally Cunningham for more information at [978-266-2525](tel:978-266-2525).

OTHER IMPORTANT DATES

Late April -School Placement & All-Day Kindergarten Lotteries held (as necessary). Notification letters sent out.

May 15 – All Day K non-refundable deposit due.

May 31 - Parent-released/teacher-completed Pre-K Assessment Form due at Registrar's Office, R.J. Grey Junior High

July 1 - (*Approx. date*) Schools assign students to either AM or PM sessions and notify Transportation Office.

July 31 - Children's medical forms (complete immunization history, physical exam completed after 1/1/15) due at school nurse's office.

August 1 - September tuition for children registered in All-Day K due at the Community Ed. Office.

11/6/14

**ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE(ABRSC)
FY '16 BUDGET MEETING
DRAFT Meeting Agenda**

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

**Saturday, January 31, 2015
8:30 a.m. ABRSC FY '16 Budget Meeting**

- 8:30 1. Welcome and ABRSC called to order - *Kristina Rychlik*
- 8:35 2. Panel 1: Budget Overview - *Glenn Brand, Clare Jeannotte, Marie Altieri*
 - Superintendent's Introduction - *Glenn Brand*
 - Financial Landscape - *Clare Jeannotte*
 - Staffing and Enrollment - *Marie Altieri*
- 9:40 Questions
- 10:05 Break
- 10:15 3. Panel 2: Departmental Budgets
 - a. Community Education - *Erin Bettez*
 - b. Curriculum - *Deborah Bookis*
 - c. Facilities and Transportation - *JD Head*
 - d. Educational Technology - *Amy Bisiewicz*
 - e. Pupil Services - *Mary Emmons*
- 11:15 Questions
- 11:45 Lunch
- 12:15 Panel 3: Impact of Increasing Numbers of High Needs Students
Mary Emmons, Lynne Newman, Andrew Shen, Suzanne Szwarczewicz, Hilary Bonnell
 - 1. 0.6 Elementary ELL Teacher - *Suzanne Szwarczewicz ELL*
 - 2. 1.0 Jr. High Educational Team Leader/Transition/Academic Support - *Andrew Shen*
 - 3. 0.6 Elementary Special Education Teacher - *Lynne Newman*
 - 4. Occupational Development Program Assistant (19 hours) - *Mary Emmons*
 - 5. 0.4 Elementary School Psychologist - *Hilary Bonnell Elementary Counseling/Psych Chair*
- 1:00 Questions
- 1:20 Panel #4: Impact of Budget Reductions
Glenn Brand, J.D. Head, Amy Bisiewicz
- 1:50 Questions
- 2:00 – 3:00 School Committee Discussion, Feedback, and Preliminary Vote

Preliminary ABRSC VOTE on FY'16 Budget (Preliminary vote required by Jan 31 per Regional Agreement) Adjourn by 3:00 Please note: All times are approximate.

January 19, 2015

Dear Interim Pupil Services Director, Administration, and Members of the Acton-Boxborough Regional School Committee,

We are writing to you today for two reasons. First, we are concerned that the preliminary 2016 budget priorities presented at the January 8, 2015, School Committee meeting suggest that the voices and needs of special education families are not being heard. Second, we are concerned that there is growing resentment about the increasing resources necessary to educate the rising number of special education students in Acton and Boxborough.

Specific 2016 Budget Concerns

While we are pleased that the district is proposing to put resources toward special education needs in 2016, we think reprioritizing some budget items would better serve the immediate needs of our community.

FY '16 Preliminary District Personnel Priorities (from January 8, 2015, SC Budget Presentation)

- 0.6 FTE ELL Teacher (Elementary)
- 1.0 SpEd ETL, Transition & Academic Support (JHS)
- 0.6 Special Education Teacher (Elementary)
- 19 hour ODP Assistant (SHS)
- 0.4 School Psychologist (Elementary)
- 19 hour Office Support (Pupil Services)

From the SpEd PAC's perspective, allocating resources to target the entrenched 4th and 7th grade ELA weaknesses of special education students (as identified in our Fall 2014 MCAS analysis presentation to the School Committee on November 20th) is a higher priority than additional office support staff, for example. As part of the district's pre-K-12 regionalization last summer, an administrative assistant was transferred from Blanchard to join Acton staff at Pupil Services, increasing Pupil Services' administrative support across the district. Additionally, we don't fully understand the rationale for the high priority given a 1.0 SpEd ETL, Transition & Academic Support individual at the junior high or the addition of a 19-hour ODP assistant at the high school.

The lack of meaningful dialogue with parents around budget priorities this year has left us with many unanswered questions. Perhaps there have been staff discussions around these topics of which we're unaware. However, we would like to understand why resources to address 4th and 7th grade ELA weaknesses have not found their way onto the 2016 budget priority list or even onto the deferred priority list for subsequent years. In addition, we'd like to understand the district's thinking regarding the following important budget-related items:

- Addressing the impact on delivery of services to meet students' social and emotional needs identified by the September 2, 2014, BSEA decision #1405736, in which Acton Public Schools and Acton-Boxborough Regional Schools were found not to have provided social and emotional FAPE (Free Appropriate Public Education) for a student. This ruling is likely to be a landmark case in MA. It resulted in the district having to pay retroactive and ongoing out-of-district tuition expenses for a student. There are likely other children in the district who may be similarly impacted.
- Addressing the completion of 4th-6th grade specialized services to provide a K-6 continuum of special education programming at Gates, Douglas, and Blanchard—a district commitment we've been working toward over the last nine years so vulnerable students aren't required to change schools midway through their elementary education.
- Addressing the MA statutory requirement (Ch. 71B, Section 3A) for a district of our size to have a full-time dedicated special education director: "A school committee with four thousand or more children enrolled in its school system shall appoint a person to be its administrator of special

education. Such administrator shall devote full time to the duties involved in supervising the provision of all special education in the school system.”

- The need for a second Elementary Special Education Coordinator position as identified by Boxborough Superintendent Curtis Bates and Acton Pupil Services Coordinator Liza Huber during the regionalization planning process. Please see the attached letter to town boards dated March 28, 2014, for more information.

Concerns Regarding Special Education Misinformation

As previously mentioned, we are concerned that there is growing resentment around the increasing resources necessary to educate the rising number of special education students in Acton and Boxborough. We'd like to address some of the public misconceptions regarding special education expenses and recent school district budgets.

There's no question that demographic trends impact budgets. An increase in special education students coupled with a decrease in the overall student population will result in a larger percentage of our budget going toward special education expenses (please see the AB SpEd PAC's *Special Education Population Trends 2004-2014* report). The growing numbers of High Needs students in the English Language Learner and Low Income categories, not just Students with Disabilities, are further driving the need for additional resources.

The perception that Acton-Boxborough special education spending has been disproportionately large is a misconception. In-district special education instructional spending in school year 2013-2014 grew by less than 1% over the prior year. Instructional spending for all students increased by almost 2%, double the rate of special education students alone. A-B also increased spending on athletics by 6.3% and other student activities by 18.3% that year. To address this misconception once and for all, in 2013 Dr. Mills hired outside consulting firm Futures Education to evaluate the efficiency of our district's special education programs and services. They found our operations to be very lean—leaner in some areas than even they would recommend as a cost-cutting organization. The lingering notion that special education is overfunded in this district is simply not supported by fact.

In the approved 2015 budget, 4.1 of the 4.9 FTEs were general education related, including 3.0 assistant principals, a .6 psychologist at Merriam/McCarthy Towne, a .5 psychologist at ABRHS, and a \$75,000 increase in health insurance. There were two special education-related line items ultimately approved in the 2015 budget—a .4 speech/language chair and a .4 special education teacher at Merriam. The statement at the January 8, 2015, School Committee meeting that most of our recent budgets have gone to special education funding is not even close to the mark. When push came to shove at the end of last year's budget cycle, the additional 1.0 FTE special education coordinator identified by the regionalization committee as necessary to meet the expanded district's needs was the only position removed from the budget.

We recognize that fashioning our district's budget is a challenging task and that it is difficult to balance the needs of a diverse student population. We respectfully request that the Administration and the School Committee reconsider the preliminary budget recommendations to include resources specifically designed to ameliorate the long-standing underperformance of 4th and 7th grade special education students in ELA. Looking ahead to next year, we hope that the district will include parents in a budget-related dialogue much earlier in the process to meet our common objective of delivering the highest quality education possible to all students.

Sincerely,

Amanda Bailey & Bill Guthlein
Acton-Boxborough SpEd PAC Co-Chairs

(Referenced in letter dated 1/19/15)

March 28, 2014

Dear School Committee Members, Finance Committee Members and Board of Selectmen,

Our names are Nancy Sherburne and Bill Guthlein and we are the Chairs of the Acton-Boxborough Special Education Parent Advisory Council (AB SpEd PAC). Our job is to advise the School Committee and district on issues that pertain to the education and safety of children with special needs.

We are writing to you today because we have serious concerns about the 2015 budget process and outcome. We understand that fashioning our district's town and school budgets each year is a long and arduous task and that it is difficult to balance the needs of diverse populations within the community. However, this year there seem to have been multiple disconnects in the budget process, which unfortunately have negatively impacted families of children with special needs.

The AB SpEd PAC was actively involved in the budget process and attended all School Committee meetings, including Budget Saturday. The 2015 budget voted by the School Committee on February 6, 2015, included an essential new staff position for a Special Education Coordinator. This new position was required to reduce an excessive workload for the existing Elementary Special Education Coordinator and to effectively manage the increased responsibilities of our newly expanded K-12 AB regional school district. The need for this position had been identified last year during regionalization planning by Boxborough Superintendent, Curt Bates and Acton Director of Special Education, Liza Huber. During the 2014 school budget cycle a commitment had been made to realign special education staff resources from Blanchard to fill this necessary position in the newly expanded school district.

Unfortunately, after public pressure from members of the Finance Committee and Board of Selectman to reduce the school budget, this staff position was summarily cut from the 2015 school budget. With less than 24 hours notice the Special Education Coordinator position was removed from the budget by School Committee vote on Feb. 12, 2014. We only became aware of this budget change hours before the meeting. Given the short lead-time there was little opportunity for public comment or Committee deliberation. We're concerned that the ramifications of this decision weren't fully considered prior to the vote.

As of July 1, 2014 the current Elementary Special Education Coordinator is responsible for:

- ∞ Supervising, training and evaluating 119 certified special educators and special education assistants across 6 elementary schools in two towns (including 28 additional staff from Blanchard);
- ∞ Designing, developing and managing special education programs K-6 at 6 elementary schools in two different towns; and
- ∞ Committing financial resources of the district, chairing high stakes Team meetings and coordinating student needs with staff, school administrators and parents.

Moreover, the new evaluation system mandated by the state substantially increases the amount of time the Coordinator must dedicate to that activity. It is simply not possible for one individual to perform these tasks fully and effectively for 119 staff at six different schools – the numbers are prohibitive.

The current 2015 staffing configuration is likely to lead to a degradation of services and kids falling through the cracks due to staff overload. We expect:

- ∞ Less time will be spent on program evaluation and design, teacher development and support as well as direct student teaching;
- ∞ More children will likely move to the junior high without adequate transition planning;
- ∞ And special education costs associated with delayed identification and program development for students will likely lead to increased special education spending and possibly more out-of-district placements.

In addition to the loss of the Coordinator position needed to meet the needs of our expanded school district, there appears to have been a significant disconnect between the town and school budget processes. Following the School Committee vote on Feb. 12, 2014 to reduce the 2015 school budget and the Finance Committee vote on Mar. 11, 2014 to support that reduced budget, special education families were dumbfounded to read a front-page article in the Beacon titled, "Surplus Leads to Revamped Budget." This article revealed that the Acton Leadership Group had identified \$885,000 in surplus at the last minute that it was going to devote principally to reducing the tax levy in town. We have been fielding angry calls from parents who feel very misled by the town regarding its resources during the 2015 budget process.

These hiccups in the budget process leave us with several unanswered questions:

- ∞ How could we get so far through the budget process before the ALG realized or shared that the town had almost a million dollar surplus that could have gone toward essential school and town staffing needs?
- ∞ Why are we prioritizing reducing the tax levy in town over essential town safety and school education needs?
- ∞ And how is the school district going to ensure that the responsibilities of the Elementary Special Education Coordinator will be accomplished successfully across our newly expanded school district in 2015 given the current staffing level?

Your response to our concerns in the next week or two will determine whether or not we can support the town and school budgets at Town Meeting this year. Thank you very much for your time and attention to these matters.

Respectfully submitted,

Nancy Sherburne & Bill Guthlein

Acton-Boxborough SpEd PAC Co-Chairs