

Acton-Boxborough Regional School Committee Meeting

June 13, 2019

7:00 p.m.

in the R.J. Grey Junior High Library 16 Charter Road, Acton, MA Library R.J. Grey Junior High School 16 Charter Road, Acton, MA June 13, 2019 7:00 p.m.

Agenda (revised see page 2)

- 1. Welcome! Call to Order and Routine Business Diane Baum (7:00)
 - a. Chairperson's Opening Remarks
 - b. Public Participation
 - c. Student Representatives Update
 - d. Superintendent's Update Peter Light (brought to meeting)
- 2. New Business Reports (7:10)
 - a. Visual Arts Presentation Leo Muellner, Director
 - b. Special Education Parent Advisory Council (SEPAC) Presentation *Amanda Bailey and Carrie Weaver (addendum)*
 - c. Appointments Peter Light
 - i. Appointment of Deborah Dixson to Interim Director of Special Education **VOTE** (addendum)
 - ii. Appointment of Margaret Dennehy to ABRSD Treasurer **VOTE**
 - d. Capital Plan Update JD Head, Director of Operations
 - i. Summer Capital Projects (addendum)
 - ii. Recommendation to Authorize the ABRSD to enter into the Bus Lease Agreement with New England Transit, Inc. (NET) **VOTE**
 - e. FY20 School Improvement Plans Peter Light
- 3. **Ongoing Business** (8:15)
 - a. Superintendent's Annual Summative Review Diane Baum (addendum)
 - i. *Motion*: Move to Accept the Annual Summative Review for Superintendent Peter Light dated XXX as presented/amended **VOTE**
 - ii. Discussion of Superintendent's FY20 Salary Increase
 - iii. *Motion*: Move to set the Superintendent's salary at \$XXXX for FY20 and approve the proposed amendment to Addendum I of Mr. Light's contract **VOTE**
 - b. School Building Committee Update Adam Klein
 - c. Updates:
 - i. Acton Selectmen and Boxborough Select Board
 - ii. Acton Leadership Group (ALG) / Blanchard Leadership Forum (BLF)
 - iii. Subcommittee Assignments Introduction Diane Baum/Tessa McKinley
 - iv. ABRSC Meeting Venue for 2019-2020 Diane Baum
- 4. Statement of Warrants and Approval of Minutes (9:05)
- 5. *Recommendation to Accept Donations to the High School from ABRHS Friends of Drama, MA Educational Theatre Association, ABRHS Class of 2008 and Regeneron Science Talent Search 2019 School Award VOTE Peter Light
- 6. **FYI** (see page 2)
- 7. **Adjourn** (9:15)

FYI:

- a. Thank you for Anonymous \$500 Donation to Benefit Homeless ABRSD Students
- b. FY20 Acton-Boxborough Regional School Committee Members & Meetings
- c. Use of School Facilities Procedures, Policy File: KF-R
- d. Dismissal Times for Last Day of School on Wed, June 19th
- e. Fall 2019 Schools Open Schedule and Open House Schedule
- f. This Month in the Division of Open Government, May 2019
- g. CASE Collaborative Family Community News & Resource Pages, May 2019
- h. Budget Subcommittee meeting minutes of 4/30/19
- i. Policy Subcommittee FY19 Report
- j. *June 1, 2019 Student Enrollment
- k. *Thank you for \$200 Donation from Your Cause to the ABRHS

NEXT MEETING:

- ABRSC Workshop, July 16 at 5:00 p.m. at the Sargent Library, Boxborough
- **ABRSC Meeting, August 6** at 7:00 p.m. in the Jr High Library

Posted on 6/7/19 at 5:00 p.m.

Reposted on 6/11/19 at 4:00 p.m. to add 5. Vote to Accept Donations and FYI items 6.j. and 6.k.



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

. *:	N	MEETING DATE	6.13.19	AGENDA ITEM NUMBER	1.d		
	AGENI	DA ITEM TITLE	Superintendent's Update				
	Р	RESENTER(S)	Peter Light	Peter Light			
	SUMMA	ARY OF TOPIC	Bi-weekly Superintender	nt's Update. This is brought to the mee	eting.		
WHAT	ACTION (if a	ny) DO YOU WIS	SH SCHOOL COMMITTE	E TO TAKE?	,		
Х	No action re	quested - this is a	a short update or presenta	ation of information			
	Request inp	ut and questions	from the School Committe	ee, but no vote required			
	Request form	mal action with a	specific vote:				
		If formal action	is requested, is this item I	peing presented:			
		for the	first time, with a request th	nat the School Committee vote at a sub	osequent meeting		
		with the	e request that the School	Committee take action immediately			
If form	al action is i	requested, inc	lude a suggested mot	tion or contact Beth Petr.			
	SUGGESTED MOTION						
	FOLLOW-UP						
		TIME FOR THE DA ITEM (MIN.)	3 min.				
	Α'	TTACHMENTS	- Brought to mee	ting			



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

MEETING DATE		E 6.13.19	AGENDA ITEM NUMBER	2.a		
	AGENDA ITEM TITL	E Visual Arts Presentation	Visual Arts Presentation			
	PRESENTER(S	Director Leo Muellner				
	SUMMARY OF TOPI	This is a presentation to	update the Committee on this departn	nent's work.		
WHA	T ACTION (if any) DO YOU	NISH SCHOOL COMMITTE	E TO TAKE?			
х	No action requested - this	is a presentation of informat	ion			
	Request input and question	ns from the School Committ	ee, but no vote required			
	Request formal action with a specific vote:					
	If formal acti	on is requested, is this item	being presented:			
	for t	ne first time, with a request t	first time, with a request that the School Committee vote at a subsequent meeting			
	with	the request that the School	e request that the School Committee take action immediately			
lf form	formal action is requested, include a suggested motion or contact Beth Petr.					
	SUGGESTED MOTIO	1				
	FOLLOW-U	>				
	APPROX. TIME FOR TH AGENDA ITEM (MIN					
	ATTACHMENT	Presentation sl	ides			

ACTON BOXBOROUGH VISUAL ARTS DEPARTMENT

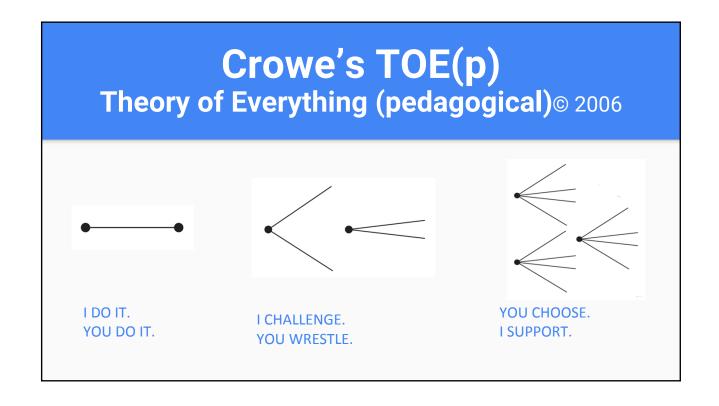
SCHOOL COMMITTEE PRESENTATION

JUNE 13, 2019

To be a teacher is to be a prophet...we are not preparing students for the world of today, or the world that teachers have grown up in; we are preparing students for a world that we can barely imagine.

Gordon Brown, former Dean of the MIT School of Engineering











TAB: Teaching for Artistic Behavior

- What do artists do?
- The child is the artist.
- The classroom is the child's studio.

Diane Jaquith & Kathy Douglas

THE TAB MODEL

RESULTS











The story of my
art is it was night
time and the
lizards were
awake. They
were checking on
the world and
they saw starts.
—Alex, Conant
Kindergartener

STUDENT SURVEY RESULTS: Conant & Gates Grades 5-6 N=184

Which classroom structure do you prefer?

79% TAB

17% enjoy both equally

3% Traditional

STUDENT SURVEY RESULTS: Conant & Gates Grades 5-6 N=184

In which system did you grow more as an artist?

74% TAB

15% both equally

11 % Traditional

IN THEIR OWN WORDS

"My favorite part of having more choice in art class is being able to switch between fields of art. If I'm having trouble in one field, then with my brain fresh, I can come back and look at things a little differently."

"This year, art has helped me feel more confident in my abilities and it made me feel proud of myself."

"Art this year has helped me grow because I've had to figure out how to solve problems on my own. I've discovered new ways to make things work which will definitely help me out through life."

"You have plenty of choice for what project you would like to complete and you are surrounded by a friendly and encouraging community."

"Having a choice made me think and reflect a lot more about my artwork. I needed to plan more for things I wanted to do."

IMPLICATIONS FOR 7-12 CURRICULA



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

	MEETING DATE	6.13.19	AGENDA ITEM NUMBER	2.b	
	AGENDA ITEM TITLE	Special Education Parent Advisory Council (SEPAC) Update			
	PRESENTER(S)	Amanda Bailey, Carrie Weaver			
	SUMMARY OF TOPIC		This is an bi-annual update from the SEPAC co-chairs on their FY19 goals and activities per policy BDFB.		
WHAT	ACTION (if any) DO YOU WI	SH SCHOOL COMMITTE	E TO TAKE?		
	No action requested - this is	a short update or presenta	ation of information		
Х	Request input and questions	from the School Committee	ee, but no vote required		
	Request formal action with a specific vote:				
	If formal action	is requested, is this item t	peing presented:		
	for the OR	first time, with a request th	nat the School Committee vote at a sub	sequent meeting	
	with the	e request that the School (Committee take action immediately		
If form	al action is requested, inc	lude a suggested mot	ion or contact Beth Petr.		
	SUGGESTED MOTION	·			
	FOLLOW-UP				
	APPROX. TIME FOR THE AGENDA ITEM (MIN.)	15 min.			
	ATTACHMENTS	- Presentation sli	des including survey results (addendur	n)	

Acton-Boxborough SEPAC 2018-2019 Updates

Spring 2019 Presentation to the ABRSC

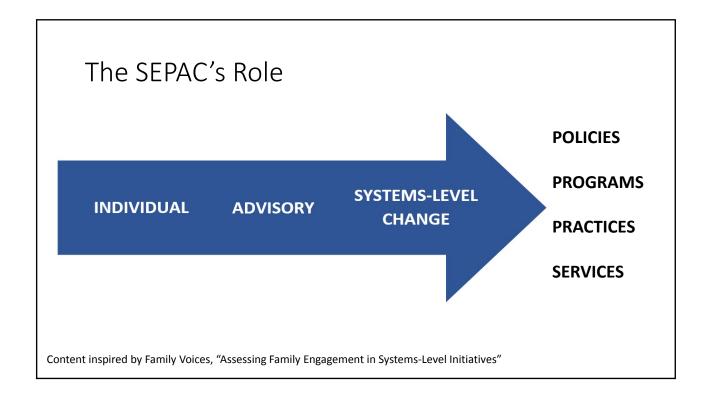
absepac.org abrsdsepac@gmail.com @absepac

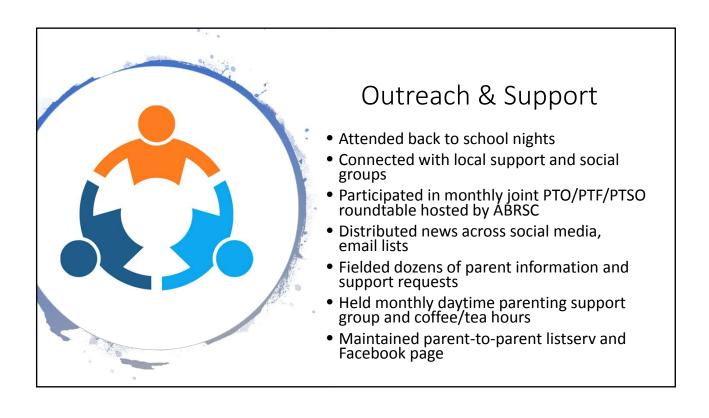
Our Mission

To ensure understanding, respect, support, and the appropriate education of all children in our community.

The Special Education Parent Advisory Council's duties under state law include:

"advising the district on matters that pertain to the education and safety of students with disabilities and meeting regularly with school officials to participate in the planning, development and evaluation of the school district's special education programs."





Partnerships







- Partnered with Concord/Concord-Carlisle, Maynard, and Sudbury SEPACs and our school districts to host Basic Rights in Special Education workshop
- Partnered with Concord/Concord-Carlisle SEPAC to sponsor
 MCAS: Access & Achievement for Students with Disabilities presentation
- Regional and statewide SEPAC leadership networking;
 recommendations to MassPAC regarding SEPAC guidance document
- Invited to attend Dyslexia and Literacy: Language Connections to Reading conference with district team
- Attended MA Department of Public Health, Department of Early Education & Care, and DESE Family Engagement Framework Coalition stakeholder feedback session with Director of Special Education

Resources & Education

- Shared details about local trainings and events, including transition resource fair sponsored by ABRSD, CASE, and surrounding districts
- Increased focus on sharing webinars, including those in languages other than English
- Attended workshops and conferences to bring back information, including:
 - Family Voices Leadership Conference: Families as Partners Shaping Systems Change
 - Building Inclusive Communities in Early Childhood
 - FCSN Visions of Community
 - Asperger/Autism Network (AANE) Connections Conference
 - Dyslexia and Literacy: Language Connections to Reading
 - DDS & The Arc of Massachusetts Social Inclusion & Friendship
 - International Trauma Conference

Resources & Education

- Developed resource card following staff request
- Updated parent/guardian education links and resources on absepac.org
- Compiled list of common acronyms and published to Facebook page
- Revised handbook to be published July 2019

Acton-Boxborough Special Education Parent Advisory Council (AB SEPAC)

Resource Card

Special Education
Acton-Boxborough SEPAC absepac.org
abrsdsepac@gmail.com

Federation for Children with Special Needs (FCSN) fcsn.org

Massachusetts Advocates for Children (MAC) massadvocates.org

MA Dept. of Elementary & Secondary Education Problem Resolution System Office doe.mass.edu/prs

Wrightslaw wrightslaw.org

Disability-Specific
Asperger/Autism Network (AANE) aane.org

Autism Insurance Resource Center (AIRC) massairc.org

continued ...

Recommendation for All-Day Kindergarten

In March, the SEPAC voted to recommend ABRSD move to universal ADK



Why?

- This makes the full-day general education classroom the Least Restrictive Environment
- Will increase opportunities for meaningful inclusion
- No more "half-day / half-day" default option
- If a child with a disability requires a shorter day, that can be done through the IEP

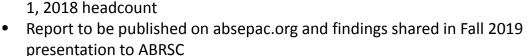
Other Accomplishments

- Solicited and provided feedback to new Superintendent for consideration as part of Entry Plan Findings
- Participated in building project visioning sessions
- Facilitated advocacy effort to ensure Early Childhood Program classrooms remained in the building project
- Continued to raise awareness about access and inclusion in the community (e.g., town playground designs)
- Conducted parent/guardian survey

2019 Parent/Guardian Survey Overview

- The survey focused on
 - IEP team experiences
 - General education staff understanding of special education needs
 - Social emotional supports
 - Extended School Year experiences
 - Access to special education documents via PowerSchool
 - Overall satisfaction with services

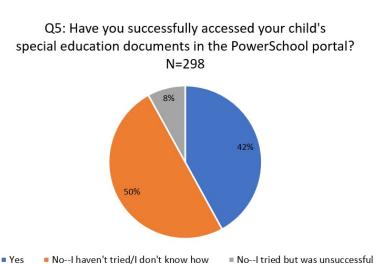






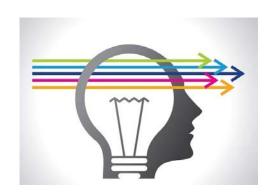
Electronic Access to Documents





Recommendations

- Verify during the annual IEP meeting that parents/guardians have accessed their child's special education documents in the portal
- Demonstrate how at that time if they require support
- Continue to email notifications when new materials are added to the portal
- Consider presenting the login information in a different way (video)
- Ongoing follow up with parents/guardians about access and usability



Meeting Schedule 2019-2020

September 4
October 2
October 38
Sereening of "Intelligent I

October 28 - Screening of "Intelligent Lives"

November 20 December 18

January 8

February 12 March 18

April 15

May 20

June 10 - Annual Meeting & Officer Elections

Locations TBD



Acknowledgments

Our thanks to Director of Special Education Pam Smith, Assistant Superintendent of Student Services Dawn Bentley, and the Acton-Boxborough Regional School Committee

2019-2020 Officers

Co-Chairs Amanda Bailey & Carrie Weaver Secretary Melissa Brown

Past PAC Chair Bill Guthlein Standing Committee Chair for Parent Support Blossom Davies



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

MEETING DATE		6.13.19	AGENDA ITEM NUMBER	2.c			
AGENDA ITEM TITLE			1 TITLE	Appointments	Appointments		
PRESENTER(S)			TER(S)	Peter Light	Peter Light		
	SUMM	ARY OF	TOPIC	We are requesting two v	votes for staff appointments:		
					ial Education - by statute, the school cong the Director of Special Education	ommittee is	
				<u>District Treasurer</u> - per t responsible for this annu	he Regional Agreement, the School Co ual appointment.	ommittee is	
A/LI AT	ACTION (if a	unu) DO	VOLLWI	SH SCHOOL COMMITTE	E TO TAKE?		
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	No action requested - this is a short update or presentation of information Request input and questions from the School Committee, but no vote required						
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Х	x Request formal action with a specific vote:						
		If forma	al action	is requested, is this item being presented:			
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		x	with the	e request that the School	Committee take action immediately		
form	al action is	reques	ted, inc	lude a suggested mo	tion or contact Beth Petr.		
·····	SUGGES	STED M	OTION	"Move to appoint Deborah Dixon as Interim Director of Special Education."		Education."	
				"Move to appoint Margaret Dennehy as Treasurer of the ABRSD."			
FOLLOW-UP			OW-UP				
	APPROX.	TIME NE	EDED	5 min.			
ATTACHMENTS		(addendum)	Memo regarding Interim Director of Sp	pecial Education			



Acton-Boxborough Regional School District

15 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

Peter J. LightSuperintendent of Schools

To: Acton-Boxborough Regional School Committee

From: Peter Light, Superintendent of Schools

Date: June 11, 2019

RE: Interim Director of Special Education Appointment and Organization of SE Department

Interim Director of Special Education

I am requesting your vote to appoint Deborah Dixson as the Interim Director of Special Education effective July 1, 2019. Her resume is included in the packet for your review.

As you are aware, our current Director of Special Education, Pamela Smith, resigned to accept a position closer to her home. We will miss Pam and I would like to personally thank her for her contributions over the last three years.

The position of Director of Special Education is extremely difficult to fill due to a limited candidate pool and a large number of annual vacancies across the state. Many districts begin advertising for this position early in the calendar year in order to attract the most qualified candidates. Because we did not know of Ms. Smith's resignation until April of this school year, we determined that the most prudent course of action was to move forward with an Interim Director for the 2019-20 School Year. This would allow us to attract an experienced individual who could help us study the leadership structure of Special Education to inform how we proceed in hiring the next permanent director.

After advertising the position, we received four resumes from interested applicants. Three of these resumes were deemed to meet the minimum qualifications, and Dr. Bentley and I interviewed these candidates. After meeting with each of the candidates, we found that only one candidate met our criteria as having experience in the role of Director of Special Education and having the necessary skills to be forwarded as a finalist for the position. We subsequently invited Ms. Dixson to visit the district and meet with our staff and later families at our Special Education Parent Advisory Committee (SEPAC) meeting in May.

Based on feedback we received through this process, I am requesting that you appoint Ms. Deborah Dixson to the role of Interim Director of Special Education effective July 1, 2019. I believe that Ms. Dixson brings a wealth of experience leading high performing and large districts that will benefit the Acton-Boxborough Regional Schools.

Change to the Organization of the Student Services/ Special Education Department

I have decided to make a change in the reporting structure within the Student Services and Special Education Departments and want to make you aware of how these departments will be organized moving forward.

As you are aware, for the past several years, the Director of Special Education has reported to the Assistant Superintendent for Student Services. The Assistant Superintendent for Student Services has been responsible

Developing engaged, well-balanced learners through collaborative, caring relationships.

WELLNESS ● EQUITY ● ENGAGEMENT

for overseeing Special Education, English Language Education (ELE), Nursing, Counseling, Social-Emotional Learning (SEL) and has served as the Title II, IV and IX Civil Rights Coordinator. Additionally, the position has been responsible for co-leading the district's initiatives around equity with the Assistant Superintendent of Schools for Teaching and Learning.

As I indicated in my Report of Entry Findings, I believe that it is extremely important that we bolster our efforts around Diversity, Equity and Inclusivity (DEI) and grow our work around prioritizing Social-Emotional Learning (SEL). In order to accomplish our goals in this area, and bring focus and leadership to this critical work, I have decided to separate the responsibilities of the Assistant Superintendent for Student Services from the direct oversight of Special Education. As part of making this distinction clearer to stakeholders, I have also decided to change the title of the Assistant Superintendent role to Assistant Superintendent for Diversity, Equity and Inclusivity.

Moving forward, the positions of Assistant Superintendent for Diversity, Equity and Inclusivity and Director of Special Education will both independently report directly to the Superintendent of Schools.

I believe this organizational structure will provide two critical improvements:

- 1. We will have a position of Assistant Superintendent whose primary focus is our work in expanding efforts around both DEI and SEL.
- 2. Having the Director of Special Education report directly to the Superintendent of Schools will streamline communication within the department and provide a greater level of autonomy to this role and the department.

In order to help you better understand how the roles and responsibilities of the Assistant Superintendent and Director of Special Education will be divided, please refer to the chart below:

Assistant Superintendent for Diversity, Equity and Inclusivity

- Diversity, Equity, Inclusivity Initiatives
- Social-Emotional Learning Initiatives
- Mental Health Initiatives
- English Language Education
- Homeless Education
- Counselors, Social Workers
- Nursing Services

Director of Special Education

- Special Education
- Section 504 Accommodation Plans
- Early Childhood Education
- Psychologists
- Related Services: OT/PT, Speech & Language

I anticipate that both the Assistant Superintendent Diversity, Equity and Inclusivity and the Director of Special Education will continue to work closely together, especially during this transitional year.

I am excited about the opportunity this new organizational structure will provide us in expanding the work of our district and look forward to working with both leaders in continuing to grow our programs and services.

Deborah N. Dixson

Summary

Experienced and successful public school administrator dedicated to working with teachers, administrations, and families on behalf of students with disabilities seeking to join a visionary leadership team and progressive school district

Skill Highlights

- Program Development
- Data Analysis
- Program Evaluation
- Staff Supervision and Evaluation
- Fiscally Responsible Management
- Data Analysis

- Collaborative Leadership
- Teacher Recruitment and Retention
- Professional Development
- Teacher Mentor
- Legal Perspective
- Creative Problem Solver

Core Accomplishments

Established positive and proactive relationships with principals, teachers, therapists, assistants and Team Chairs at the building level

Created in-district programs to reduce the number and cost of out of district placements

Maintained an average of 14% SWD for 20 year period

Maximized circuit breaker reimbursements

Created efficiencies in staffing using historical data and financial analysis

Developed and streamlined processes and procedures for compliance

Prepared successfully for two Coordinated Program Reviews

Elevated inclusionary practices throughout district

Actively supported and participated in Parent Advisory Council

Created website for special education process and procedures

Increased co-teaching and inclusionary practice across the district

Oversaw development and ongoing operation of after school program for students with Autism Spectrum Disorders through generous donation of benefactor

Professional Experience

Interim Special Education Director

Dover-Sherborn Public Schools - - Dover, MA

October 2018 to June 2019

Served the PreK – 12 district with primary responsibility for the oversight and management of Special Education. Assisted with a program evaluation and recommendations to reorganize the administrative structure for special education. Worked with district through transition year. Based on data and student needs, developed and budgeted for two new programs for the FY20 school year.

Director of Student Services

June 2015 to September 2018

Franklin Public Schools – Franklin, MA

Served the PreK-12 district with primary responsibilities for the oversight and management of Special Education, 504 Accommodation Plans, and Homeless Education. Participated in Support Staff negotiations, budget preparation and management, reorganization of central office and building-based staffing, professional development and served as out of district liaison for a caseload of students. Revamped kindergarten registration and screening process.

Director of Student Services

March 2001 to June 2015

Sudbury Public Schools - Sudbury, MA

Served the PreK-8 district with primary responsibilities for the oversight and management of Special Education, Guidance and Counseling, 504 Accommodation Plans, Homeless Education, Nursing and Health Services and Student Registration. Also responsible for staff supervision and evaluation, program development, program evaluation, budget preparation and management, transportation, liaison for out of district students, and professional development.

Director of Pupil Personnel Services

September 1988 to March 2001

Swampscott Public Schools - Swampscott, MA

Responsible for the overall administration of Special Education for the PreK - 12 school district.

Responsibilities included staff supervision and evaluation, program development, program evaluation, budget preparation and management, transportation, liaison for out of district students, and professional development. Also responsible for ESL programming and kindergarten registration process.

Special Education Director/Team Chairperson

September 1983 to August 1988

Douglas Public Schools - Douglas, MA

Responsible for overall administration of special education in the PreK-12 district. Also served as Team Chairperson responsible for the coordination, organization, and management of the Team process.

Resource Room Teacher

September 1979 to June 1983

Douglas Public Schools - Douglas, MA

Developed and expanded special education program for students in grades 7-12; In addition to teaching, responsibilities included IEP development for eligible students, progress reporting, testing and evaluation of referred students, supervision of assistants, consultation with general education staff and administration, and collaboration with parents.

Instructional Aide

January 1979 to June 1979

Douglas Public Schools - Douglas, MA

Assisted lead teacher with services for students with disabilities in grades 7-8.

Education

Master of Education : Special Education/Administration

Boston College - Chestnut Hill, MA, USA

Bachelor of Science : Special Education/Elementary Education

Bridgewater State College - Bridgewater, MA, USA

Massachusetts License

Special Education Administrator (All Levels) #242328 SEI Administrator Endorsement



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

		MEETIN	G DATE	6.13.19	AGENDA ITEM NUMBER	2.d.	
AGENDA ITEM TITLE			/ TITLE	Capital Plan Update			
		PRESEN	TER(S)	J.D. Head, Director of O	perations		
SUMMARY OF TOPIC			ТОРІС	Update on the work to be done this summer, including an update about the proposed bus loop between the Jr High and High School We are also requesting a vote of the FY20 bus lease			
WHAT	WHAT ACTION (if any) DO YOU WISH SCHOOL COMMITTEE TO TAKE?						
	No action re	equested	l - this is	a short update or presentation of information			
	Request in	out and q	uestions	from the School Committee	ee, but no vote required	,	
х	Request for	rmal actio	on with a	a specific vote:			
		If form	al action	is requested, is this item t	peing presented:		
			for the OR	first time, with a request th	nat the School Committee vote at a sub	esequent meeting	
		х	with the	e request that the School Committee take action immediately			
If form	f formal action is requested, include a suggested motion or contact Beth Petr.						
	SUGGESTED MOTION			"move to authorize the NET."	ABRSD to enter into the bus lease	agreement with	
	FOLLOW-UP						

Presentation slides (addendum)

Memo regarding bus lease and lease document

15 min.

APPROX. TIME FOR THE AGENDA ITEM (MIN.)

ATTACHMENTS

Acton-Boxborough Regional School District

Capital Projects Update 6/13/2019



FY'19 Capital Projects

Location	Project	Original Budget	% Complete
Leary Field	Light Replacement	\$450,000	100%
High School	Auditorium Ceiling	\$325,000	100%
PDB	Brick Sills	\$175,000	100%
High School	Paving	\$125,000	100%
High School	Commons C	\$100,000	100%
RJ Grey	Wood Rot	\$70,000	70%
Blanchard	Parking Overflow	\$65,000	100%

FY'19 Capital Projects Con't

Location	Project	Original Budget	% Complete
Blanchard	DDC Controls Design	\$25,000	100%
RJ Grey	Café Acoustical	\$39,000	100%
PDB	Flooring	\$24,500	100%
Conant	Front Office	\$20,000	100%
RJ Grey	PA System	\$7,000	100%
Conant	Kiln	\$5,000	100%
*Admin Building	Moves / Reno		100%

FY'20 Capital Projects

Location	Project	Original Budget	% Complete
ABRHS	Pool HVAC system upgrade design	\$46,000	25%
ABRHS	Pool Pak Replacement HVAC	\$468,000	0%
ABRHS	Design ADA code and equipment repairs pool area	\$22,500	0%
ABRHS	Auditorium House Lighting and Controls	\$214,000	0% *bids are in
ABRHS	Stage Curtains	\$40,000 *ABSAF	100%
ABRHS	Auditorium Seat / Replace / Repairs	\$15,000	0%
ABRHS	Scoreboard	\$50,000 *Middlesex / ABSAF/ CommEd	0% *Bid awarded

FY'20 Capital Projects Con't

Location	Project	Original Budget	% Complete
RJ Grey	Gym Floor	\$150,000	0% *Bid awarded
RJ Grey	Bleachers	\$100,000	0% *Ordered
RJ Grey	Stage Flooring	\$35,000	0% *Hold
RJ Grey	Design Mechanical Upgrades and Repairs	\$75,000	0%
RJ Grey	Window Wood trim rot repair and snow guards	\$110,000	0%
RJ Grey	Thermal Wrapping and pipe insulation	\$75,000	0% * Project awarded
Multiple	Security Lock Hardware interior doors	\$12,900	0%

FY'20 Capital Projects Con't

Location	Project	Original Budget	% Complete
PDB	Design Chillers, Exhaust Fans, Energy Recovery	\$90,000	0%
PDB	Boiler Replacement	\$175,000	20%
PDB	Domestic Hot Water	\$40,000	0%
PDB	Complete Masonry and Flashing Repairs	\$100,000	0%
Campus	Engineering and Design Campus Master Plan	\$100,000 *Started in FY'19	40%
Campus	Paving PDB / Admin / Complete HS / Bus Loop	\$1,250,000	0%

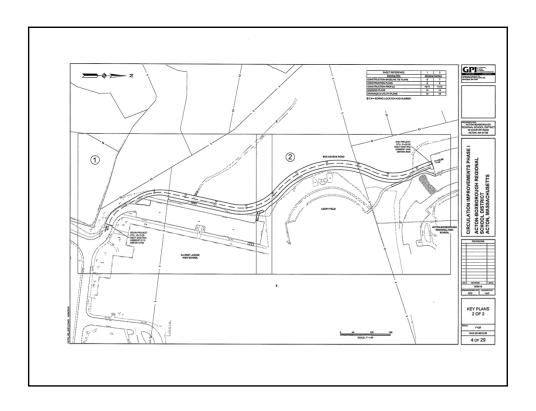
* Bus Loop Design 90% Complete

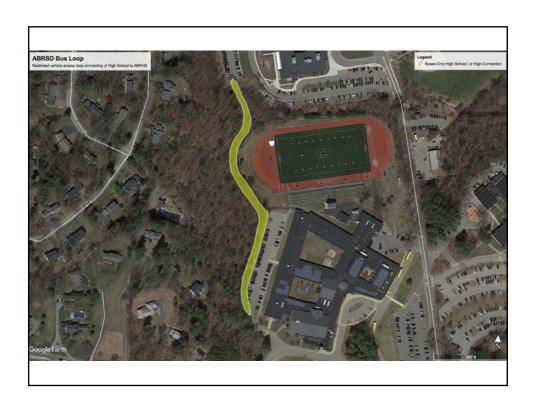
Outreach has begun

Storm Water Design Remaining

Met with MMR Board and site walk Held 2 meetings with direct abutters

Land Disturbance Permit Pending Held





FY'20 Capital Projects Con't

Location	Project	Original Budget	% Complete
Blanchard	Submission SOI Accelerated Repair Project	\$750,000*FY'21 design FY'20	100% *Grants have not been awarded yet
Blanchard	Bathrooms Renovations	\$30,000	40% *equipment purchased
Blanchard	DDC Controls	\$300,000	0% *design and spec completed
Blanchard	Site Improvements	\$100,000	0%
Blanchard	Gym Crash Pads	\$35,000	0%
Blanchard	Thermal Wrapping / Pipe Insulation	\$25,000	0%*Project awarded
Admin Building	Corridor to Mod Demo	\$150,000	0%





Acton-Boxborough Regional School District Facilities Department

16 Charter Road Acton, MA 01720 978-264-4700 fax: 978-264-3340 www.abschools.org

JD Head

Director of School Operations

To: Superintendent Peter Light

From: JD Head

Date: 06/10/2019

Re: ABRSD Transportation Bid to Lease School Buses

Under section 30B, section 5 the ABRSD Transportation Department advertised an invitation to bid on the lease (5 year) of seven new school buses to replace six school buses whose leases are expiring for the 2019/2020 school year. The qualified bidder was New England Transit, INC (NET) who is the licensed regional dealer representing Thomas Built buses. The one unit increase is related to the decision to add two additional school bus routes to our current transportation network for the 2019/2020 school year. The total school bus lease budget increase will be \$20,825.74, which is in line with our original transportation budget projections for the 2019/2020 school year.

ABRSD has a long-standing and very cooperative business relationship with NET as we have leased 106 school buses from NET since 2006. NET has consistently met the requirements of all leasing agreements authorized by the Acton-Boxborough Regional School Committee. Historically, their competitors have been Bluebird and International regional dealerships, however the latter two suppliers have been consistently more expensive per bus per year as compared to NET.

We are requesting the Acton-Boxborough Regional School Committee vote to authorize the Acton-Boxborough Regional School District to enter into this current bus lease with New England Transit, Inc. for six replacement school buses and one additional school bus. The lease agreement would be in effect until June 30, 2024.

Ihani	k you,
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JD Head

Master Equipment Lease Agreement

BETWEEN:	N.E.T.LeasingCorp. (the "Lessor") 30 Progress Ave Tynasboro, MA 01879
AND:	Acton-Boxborough Regional School District (the "Lessee") 16 Charter Rd Acton, MA 01720 Attention: Telephone: (978) 264-3327
DATED:	Auciust 1, 2019

ARTICLE I

- 1.01 <u>Definitions</u>. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
- "Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may e assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.
- "Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.
- "Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Sales Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) qusiness days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Sales Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser.
- "Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.
- "Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.
- "Event of Non-appropriation" is defined in Section 6.05.
- "Event of Default" is defined in Section 13.01.
- "Fair Market Sale Value" or "FMSV" shall mean the value of each Item of Property for sale, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Sale Value of the Property, such fair Market Sale Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.
- "Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.
- "Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.
- "Lease Term" means, with respect to a Property Schedule, the Original Tenn and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.
- "Lessee" means the entity identified as such in the first paragraph hereof, and its pem1itted successors and assigns.
- "Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.
- "Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.
- "Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.
- "Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.
- "Purchase Agreement" shall mean any purchase agreement or other contract entered Into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder.
- "Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.
- "Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

- "Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.
- "Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.
- "State" means the state in which Lessee is situated.
- "Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property Is being acquired for lease hereunder.

<u>ARTICLE I</u>I

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules. EACH PROPERTY SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT between Lessor and Lessee for the property. Documentation (e.g., orders and invoices) between or among Lessee and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Property Schedule or to Lessor.

ARTICLE III

- 3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:
 - (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of Its obligations thereunder.
 - (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
 - (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
 - (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
 - (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
 - (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

- 4.01 <u>Lease of Property</u>. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.
- 4.02 <u>Lease Term.</u> The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.
- 4.03 <u>Delivery, Installation and Acceptance of Property.</u> Lessee shall order the Property, shall cause the Property to be delivered and Installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement.

ARTICLEV

5.01 <u>Enjoyment of Property.</u> Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 <u>Location; Inspection</u>. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

- Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.
- 6.02 <u>Payment of Rental Payments</u>. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments.
- Rental Payments to be Unconditional. Subject to Section 6.05, the obligations of lessee to pay the Rental Payments due under the property schedules and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation, any defects, malfunctions, breakdowns or infirmities in the property or any accident, condemnation or unforeseen circumstances. This provision shall not limit lessee's rights or actions against any vendor as provided in section 10.02.
- 6.04 <u>Continuation of Lease by Lessee</u>. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Rental Payments dve under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate
- Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Property Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 <u>Title to and Location of Property</u>: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

- 7.02. <u>Tax Benefits</u>: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless.
- 7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be afftxed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 <u>Financing</u>, <u>Security Interest</u>:

(a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions, attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's perfonnance of all of the terms and conditions of this Lease.

- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.
- 7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE (A) WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE AND (B) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

- 8.01 <u>Maintenance of Property by Lessee</u>. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufac; turer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.
- Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. Lessee shall pay when due and shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement (together with interest and penalties thereon and including, without limitation, sales, use, gross receipts, personal property, real property, real estate excise, ad valorem, business and occupational, franchise, value added, leasing, leasing use, documentary, stamp or other taxes) imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, ypgrades, attachments, replacements or substitutions by Lessee). Whenever this Lease terminates as to any Property, Lessee shall, upon written request by Lessor, advance to Lessor the amount estimated by Lessor to be the personal property or other taxes on said item which are not yet payable, 9ut for which Lessee is responsible. Lessor shall, at Lessee's request, provide Lessee with Lessor's method of computation of any estimated taxes. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.
- 8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and ail other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering ail employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. Ail insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. Ail such casualty insurance shall name Lessor as sole loss payee. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.
- 8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. Ail amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

- Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 nereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or Improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.
- 9.02 <u>Insufficiency of Net Proceeds</u>. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net

Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or purchase may be retained by Lessee. In the event Lessee elects to replace the Property, Lessor's Interest in such replacement property shall be free and clear of all liens and encumbrances of every kind or nature whatsoever, and the Property Schedule shall continue in full force and effect as though such Loss had not occurred, except that the replacement property shall become Property for all purposes of the Property Schedule in lieu of the replaced Property.

ARTICLEX

- 10.01 <u>Disclaimer of Warranties.</u> LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver pr alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the Property Schedules.
- 10.02 <u>Supplier's Warranties.</u> During the Lease Term, Lessor hereby assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.
- 10.03 <u>Use of the Property.</u> Lessee will not install, use, ope ate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule orthe Property thereunder.
- Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Purchase. Extension And Option Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following purchase and extension options at the expiration of the Lease Term, or any Extension Term, to: (i) purchase all, but not less than all, Property for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof; (ii) renew this Lease on an annual basis at the same Rental Payments payable at the expiration of the Lease Term; or (iii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (ii) above.

Payment of the Purchase Option Price, applicable sales taxes, together with all other amounts due and owing by Lessee under the Lease (including, without limitation, Rental Payments) during such Lease Term shall be made on the last day of the Lease Term in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Property ON AN "AS IS" WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR MAY SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS AND WARRANTIES.

- Nature of Transaction: True Lease. (a) It is the exAress intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.
- (b) Notwithstanding the express intent of Lessor and I, essee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shijll be deemed to have hereby granted Lessor a security interest in the Property and all

accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee"s expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

- (c) In the event that the Supplier erroneously invoices Lessee for the Property, Lessee agrees to forward said invoice to Lessor immediately. Lessee acknowledges that the Property is, and shall at all times remain, the property of Lessor, and that Lessee has no right, title or interest therein or thereto except as expressly set forth in this Lease.
- (d) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.
- 11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall assemble and return the Property to Lessor by delivering such Property F.A.S. or F.O.B. to such location or such carrier (packed for shipping) as Lessor shall specify. Lessee agrees that the Property, when returned, shall be in the condition required by Section 8.01 hereof. All components of the Property shall have been properly serviced, following the manufacturer's written operating and servicing procedures, such that the Property is eligible for a manufacturer's standard, full service maintenance contract without Lessor's incurring any expense to repair or rehabilitate the Property. If, in the opinion of Lessor, any Property fails to meet the standards set forth above, Lessee agrees to pay on demand all costs and expenses incurred in connection with repairing such Property and restoring it so as to meet such standards. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

- 12.01 <u>Assignment by Lessor</u>. Lessor's right, title and intEirest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Regi tered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.
- 12.02 <u>Property Schedules Separate Financings.</u> Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.
- 12.03 <u>Assignment and Subleasing by Lessee</u>. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND INTHE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.
- Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses'1 arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arjsing under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

- 13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:
 - (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
 - (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
 - (c) Any statement, representation or warranty maqe by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
 - (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit In writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy,

reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of <u>force maieure</u> Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of s.uch inability. The term <u>"force maieure"</u> as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; Insurrections, riots, landslides, earthquakes, fires, stom1s, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

- **13.02** Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:
 - (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Rental Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
 - (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property as Lessor in its sole discretion may determine; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith return all Property to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for her in or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, without notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;
 - (c) By written notice to the Agent, if any, Lessor may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.
 - (d) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
 - (e) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.
- 13.03 No Remedy Exclusive. No remedy herein conferred upon or reseNed to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often a may be deemed expedient. In order to entitle Lessor to exercise any remedy reseNed to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.
- 13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

- 14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by the Agent.
- 14.02 <u>Further Assurances.</u> Lessee agrees to execute s1,1ch other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.
- 14.03 <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
- **14.04** Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 14.05 <u>Waiverof Jury Trials</u>. UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF LESSOR OR LESSEE IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE

OR ENFORCEMENT HEREOF.

- 14.06 Amendments. Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.
- 14.07 <u>Execution in Counterparts.</u> This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.
- 14.09 <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee havEl caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: N.E.T. Leasing Corp.	Lessee: Acton-Boxborough Regional School District
Bv:	Bv:
Name: Georae C. Logan	Name:
Title: President	Title:
	Attest:
	Bv:
	Name:
	Title:

This **Property Schedule No. 01** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of August 1, 2018, between N.E.T. Leasing Corp. and Acton-Boxborough Regional School District.

- Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- 2. <u>Commencement Date</u>. The Commencement Date for this Property Schedule is August 01,2018.
- 3. <u>Property Description and Payment Schedule.</u> The Property subject to this Property Schedule is described in Exhibit A hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- 4. <u>Proceeds</u>. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions to be provided at a later date.
- 5. <u>Expiration</u>. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by August 31, 2018.
- 6. Notice. Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of .the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS; WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

7. Purchase, Renewal and Option Terms:

- (a) At the expiration of the Initial Term, or any Renewal Term, and so long as no Default or Event of Default shall have occurred and be continuing Lessee may, as to all, but not less than all, Equipment:
- (i) purchase the Equipment for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof:
- (ii) renew this Lease on a month to month basis at the same Rent payable at the expiration of such.Initial Term or Renewal Term, as the case may be, with renewals continuing from month to month at the same Rent set forth above, subject to the right of either party to terminate this Lease upon ninety (90) days prior written notice (any such termination taking effect only upon Lessee's satisfaction of all of Lessee's obligations under this Lease); or
- (iii) return all, but not less than all of, the Equipment to Lessor pursuant to, and in the condition required by, the Lease.

To exercise an option, Lessee must give Lessor at least ninety days but not more than one hundred eighty days prior written notice. If Lessee fails to give Lessor the required notice, Lessee shall be deemed to have chosen option (ii) above.

(b) Payment of the Purchase Option Price and all other amounts due and owing by Lessee under the Lease (including, without limitation, Rent) shall be made on the last day of the Initial Term or Renewal Term, as the case may be, in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Equipment ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Lessor and lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.					
Name: George C. Logan Title: President	Lessee: Acton-BoxborouQh ReQional School District By: Name: Title:				
	Attest Bv: Name:				

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 01** to Master Equipment Lease Agreement between N.E.T. Leasing Corp. and Acton-Boxborough Regional School District.

The Property is as follows: (see Exhibit A)

PROPERTY LOCATION: 16 Charter Rd., Acton, MA

USE: School Buses - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Lease Payment No.	Lease Payment Dates	Lease Payments
1	08/01/2019	\$95,225.74
2	08/01/2020	\$95,225.74
3	08/01/2021	\$95,225.74
4	08/01/2022	\$95,225.74
5	08/01/2023	\$95,225.74

Lessee: Acton-Boxborough Regional School District
Bv:
Name:
Title:

EXHIBIT A

Property Description

3 - 2020 Thomas EFX 83 Passenger Buses

VIN# TBD

VIN# TBD

VIN# TBD

1 - 2020 Thomas 69 Accessible Passenger Buses VIN# TBD

1 - 2020 Thomas EFX 77 Passenger Bus VIN# TBD

1 - 2020 Thomas EFX 47 Passenger Bus VIN# TBD

1 - 2020 Thomas EFX 29 Passenger Bus VIN# TBD



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

	N	MEETING DATE	6.13.19	AGENDA ITEM NUMBER	2.e
AGENDA ITEM TITLE		FY20 School Improvement Plans			
PRESENTER(S)		Peter Light			
SUMMARY OF TOPIC		Per policy BDFA, the Superintendent of Schools approves School Improvement Plans as developed by Principals and their respective School Councils after consultation with the School Committee. The School Improvement Plans have been provided in this packet for your comments. You may email comments to the Superintendent of Schools and these will be shared with the respective Principals for consideration prior to final approval of the plans.			
WHAT	Γ ACTION (if a	any) DO YOU WI	SH SCHOOL COMMITTE	E TO TAKE?	2
	No action re	equested - this is	a short update or present	ation of information	gagaman, manana kata kata da k
х	x Request input and questions from the School Committee, but no vote required				
	Request formal action with a specific vote:				
If formal action is requested, is this item being presented:					
	for the to		first time, with a request the	nat the School Committee vote at a sub	osequent meeting
	with the request that the School Committee take action immediately				
If formal action is requested, include a suggested motion or contact Beth Petr.					
	SUGGESTED MOTION				
FOLLOW-UP		Email comments to Supe	erintendent of School, copy Beth Petr, I	by 6/21/19.	

School Improvement Plans from the 6 elementary schools, Junior High

Cover Memo

and High School

APPROX. TIME FOR THE

AGENDA ITEM (MIN.)

ATTACHMENTS

5 min.



Acton-Boxborough Regional School District

2.e.i.

15 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

Peter J. LightSuperintendent of Schools

To: Acton-Boxborough Regional School Committee

From: Peter Light, Superintendent of Schools

Date: June 7, 2019

RE: 2019-20 School improvement Plans

Attached, please find the 2019-20 School Improvement Plans for each of our schools for your review and comment. School Improvement Plans are developed annually by Principals and their respective school councils. These plans, and the subsequent approval of the plans is governed by Massachusetts General Law and district policy and regulation.

The responsibility to develop school improvement is a function of school councils and Principals. However, as it is important to continue to maintain a level of coherence with district strategy, I asked Principals to develop between three and five goals for the coming year. One of these goals should align with district initiatives around Social-Emotional Learning, a second should reflect an analysis of an equity gap within the school, and a third goal is of the school's choice. I believe that the attached plans appropriately reflect this level of alignment with district strategy while maintaining the individuality of each school.

A conflict between district regulation and Massachusetts General Law:

School Committee procedures BDFA-R-2 were written in 2015 and describe the process for the approval of School Improvement Plans:

"The written school improvement plan shall be submitted by the Principal to the Superintendent for review and approval by June 1st of each year. The Superintendent shall make copies of the plans for the School Committee's review."

Based on a reading of the district regulation, approval of plans is solely the responsibility of the Superintendent, but the school committee is provided copies of each plan. However, subsequent to the adoption of the above district regulation, Massachusetts General Law Chapter 71 § 59C was amended as follows:

"The principal of each school, in consultation with the school council established pursuant to this section, shall on an annual basis, in conformity with section 1I of chapter 69, develop and submit to the district superintendent a plan for improving student performance. The superintendent shall review and approve the plan, after consultation with the school committee. Plans shall be prepared in a manner and form prescribed by the department of elementary and secondary education and shall conform to any policies and practices of the district consistent therewith. If the superintendent does not approve a plan submitted by the principal, the plan shall be returned to the principal who shall, after consultation with the school council, resubmit the plan to the superintendent who shall review and approve the resubmitted plan, after consultation with the school committee."

This amendment maintains the authority of the Superintendent to approve plans, but *after consultation* with the school committee. The law does not however, offer clarity about what "consultation" entails.

Developing engaged, well-balanced learners through collaborative, caring relationships.

In order to be consistent with the latest amendment to Massachusetts Law, I have provided the school improvement plans for your review and comment. I ask that you please email any comments to me and copy Beth Petr no later than June 21, 2019. These comments will be provided to Principals for consideration and final school improvement plans will be forwarded to me for final approval.

I will follow up on revising school committee procedures BDFA-R-2 to appropriately reflect changes to Massachusetts General Law.

Thank you and I look forward to receiving your feedback prior to June 21, 2019.



Acton-Boxborough Regional School District

16 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

Blanchard Memorial School School Improvement Plan for 2019-2020 School Year

School Council Membership

Name	Role	Year of Term
Dana Labb Leigh Whiting-Jones	Principal (Chair) Asst. Principal (Secretary)	Ad Hoc
Megan Connor	Parent	2020 (2-year term)
TBD	Parent	2021 (2-year term)
Alissa Weiss	Parent	2020 (2-year term)
Marga Ingham	Faculty	2020 (2-year term)
Lauren Grady	Faculty	2020 (2-year term)
Kerin Crockett	Faculty	2020 (2-year term)
John Fallon	Community	2020 (Appointed)

Goal 1: Social Emotional Learning: Our school will be a healthy, supportive environment in which all children learn.

Background

Students

• A PBIS survey administered in Spring 2019 to students in grades K-6 reflect a shared understanding and commitment to behavior expectations. The PBIS framework promotes a shared language about behavior and increases social emotional equity.

Staff

- During the 2018-2019 school year, the district revised the DCAP to include social emotional accommodations within the general education framework.
- Social emotional learning is a key component of the district's long-range strategic plan.

Families

- A survey was administered to families in Spring 2019 to measure families' impression of students' math self-concept. Responses were overwhelmingly positive and reflect the work that has been done in the classrooms around growth mindset and perseverance in math.
- Several community coffee discussions during the 2018-2019 school year focused on family questions and problems of practice related to social emotional learning.

Strategies

Students

• Engage in tiered instruction for social emotional skills.

Staff

- Develop, lead, and engage in professional learning focused on SEL.
- Track the implementation and effectiveness of SEL supports and interventions.
- Utilize strategies and supports, such as Responsive Classroom practices, to build positive relationships and promote student self-regulation and autonomy.

Families

• Receive regular communication about social emotional learning and supports through Bulldog Barks, Paw Print, and Community Coffee forums.

Outcomes

Students

- Positive relationships with peers and staff.
- A sense of connectedness and belonging at school.
- Social emotional competencies such as self-regulation and autonomy.

Staff

- A repertoire of social emotional instructional strategies.
- Positive relationships with students and families.

Families

• Common language for responding to behavior and building children's social emotional skills.

Goal 2: Curriculum: Our school will provide high quality, equitable educational opportunities that cultivate inquisitive, resilient, flexible learners.

Background

Students

• Increased diversity in student cultural backgrounds, experiences, skills, interests, needs, and learning styles.

Staff

- Staff have shared feedback about math curriculum pilots through committee meetings and surveys.
- Professional learning in 2018-2019 focused on teaching reading and writing with an emphasis on self-regulation, differentiation, and student autonomy (SRSD, executive functioning, cultural proficiency, and workshop model).

Families

• Family feedback from Math surveys; community coffee discussions about curriculum and instruction.

Strategies

Students

• Take an active role in setting goals, reflecting on progress, and making decisions about their learning.

Staff

- Engage in professional learning and coaching focused on instructional strategies and curriculum.
- Utilize the MTSS framework to provide interventions and supports.

Families

 Receive regular communication about instructional resources and materials in formats such as the Bulldog Barks and Paw Print, the curriculum portion of the Blanchard website, and community coffees.

Outcomes

Students

• Utilize opportunities to share their learning with authentic audiences, such as community meeting, presentations, number talks, performances, concerts, art exhibitions, online platforms, digital portfolios, etc.

Staff

• Develop learning experiences that are developmentally appropriate, differentiated, offer autonomy and choice, and target students' specific learning needs.

Families

 Build a shared understanding of Blanchard's broad curriculum goals and will feel empowered to seek out opportunities that build on students' learning outside of school. **Goal 3: Equity and Culture:** Our school will welcome and include all members of our community and provide opportunities for active participation and engagement.

Background

Students

• Monthly community meetings and cross-grade team activities with themes organized by elements of culture.

Staff

• Developed and participated in professional learning focused on Responsive Classroom and culturally-responsive teaching and learning.

Families

- Developed Blanchard Outdoor Learning campus plan designed to increase the accessibility to the physical campus, which will promote inclusive outdoor learning opportunities.
- Engaged in book group conversations about race and culture.
- Participated in a family connectedness survey, the results of which were overwhelmingly positive and reflect a high level of family engagement in the school community.

Strategies

Students

• Reflect on, and share about, identity and culture through learning experiences, projects, class meetings, field trips, etc.

Staff

- Provide opportunities for students and families to share about their cultural background and identity in the classroom and/or at community meeting, with STARR buddies or the class.
- Use the PBIS framework to create a common language and shared expectations for student behavior and discipline.
- Create learning experiences that include culturally inclusive books and materials.

Families

 Engage in opportunities to share about their cultural background, build connections, and explore equity and culture through participating in school activities and celebrations.

Outcomes

Students

- Exposure to diverse literature and learning experiences that encourage self-reflection, empathy, and perspective taking.
- See their culture and values reflected in the structures of the school.
- Enhanced capacity for openness and tolerance.

Staff

• Meaningful connections with students and families.

• Strengthened ability to meet students' learning needs.

Families

- Meaningful connections with the school community.
- See their culture and values reflected in the structures and traditions of the school.

Assessment of Previous Year's School Improvement Plan

Goal 1: Students

To develop inquisitive, flexible, resilient learners through collaborative and caring relationships.

Outcomes and Evidence:

Social Emotional Learning (SEL)

- Students have been engaging in inquiry-based learning experiences rooted in real-world contexts. For example, fourth grade mathematicians collected, represented, and analyzed data about how far kindergarteners could jump down the hall compared to fifth graders, and how long staff members could hold a plank. Sixth graders completed a culture project in which they reflected on their own identity within the framework of elements of culture and shared it with the school community.
- Students reflected on their perseverance and problem solving in math through a school wide survey, with 84% of respondents reporting that, when working on a hard math problem, they stick with it and use all the strategies they know.

Curriculum

- Students have participated in team and independent problem solving using technology in a range of academic disciplines. They have participated in learning experiences such as programming Sphero robots, using Google Apps to create and edit writing projects, and accessing Book Creator to share their ideas.
- Students have demonstrated engagement in their own learning by setting goals, reflecting on their progress, and sharing feedback with teachers through surveys.
- Students are building relationships and using academic discourse during Socratic Seminars, Three-Act math tasks, and student-led book groups.

Culture and Climate

- Students have developed a shared language for behavior expectations in common spaces throughout the school such as the hallways, cafeteria, and bathrooms. These expectations are aligned with our STARR values and reinforced through posters, interactive modeling in classrooms, and student-created videos shared at community meeting.
- Students in grades K-6 reflected on and shared their experience with the STARR values and school rules. When presented with the statement "Rules at school make me feel safe," 98.1% of K-2 surveyed students and 95.5% of grade 4 surveyed students agreed.

GOAL 2: Staff

To develop high quality, equitable educational opportunities supported by a healthy community.

Outcomes and Evidence:

Social Emotional Learning (SEL)

- To support balanced work/home demands, administration has made evening school events flexible, streamlined meeting agendas, and prioritized time for grade level teams to collaborate. The math pilot has added some stress and work for staff.
- Staff have increased support for meeting the social-emotional needs of students. Several staff members developed and facilitated building based professional learning focused on Responsive Classroom practices.

Curriculum

Staff have piloted three math programs: Bridges, Illustrative, and Investigations.
 Several teachers and administrators have conducted peer observations within and
 outside of the district. We have consulted with district administrators and math
 experts to explore best practices for math instruction. A math committee has met
 monthly to design surveys for students, staff, and families; analyze feedback; and
 share about the progress of the pilots.

Culture and Climate

- Staff has focused on getting to know students' individual cultures and backgrounds.
 Our staff meetings and school wide meetings have opportunities embedded for community building and sharing.
- Our Child Study Team and Data Meeting protocols reflect a strengths-based approach to assessing students' skills and areas of need.
- The PBIS team designed and administered a school connectedness survey for students to assess their understanding of shared behavioral expectations and the STARR values.

•

GOAL 3: Families

To develop ongoing partnerships with the Blanchard community that are collaborative and complementary.

Outcomes and Evidence:

Social Emotional Learning (SEL)

- Families attended and participated in community outreach events to foster relationships, including the Fall Festival, PTF Auction, BINGO Night, Festival of Cultures, and the School Dance. The PTF coordinated with administration to make these events equitably accessible to all families.
- Administration held monthly community coffee forums with conversations driven by anonymous family questions; many of which were focused on social emotional learning, PBIS, and shared problems of practice.
- Families responded favorably to a math survey in which they articulated students' positive self-concept.

Curriculum

- Administration shared a letter about the math program pilots, updated our school website with curriculum information, and led a math information session at Open House.
- Families articulated that 87% of students talk about their math learning at home.
- Staff engaged 170 families in sharing 403 students' work through SeeSaw digital portfolios. SeeSaw tracked over 11,000 visits by families and 1,136 comments on student work. Staff have also engaged families digitally through Bloomz and Twitter updates. Bloomz has tracked 5,106 media posts as well as 1,013 messages and over 1,600 comments through the platform.

Culture and Climate

- Families participated in a book group focused on equity and culture, during which they reflected on their own cultural backgrounds and perspectives.
- Families shared food, traditions, and heritage at the Festival of Cultures as well as in smaller classroom sessions.
- Families participated in a range of volunteering and giving opportunities.
- The School Council designed and administered a school connectedness survey for families.

Conant School Council

School Improvement Plan for the 2019 – 2020 School Year

Luther B. Conant School Acton, Massachusetts

Principal: Damian Sugrue, M.Ed. Assistant Principal: Abigail Dressler, M.Ed.

May 2019

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I. Background and Rationale

A. About the School Council:

The Conant School Council meets regularly to discuss progress on the School Improvement Plan and share ideas about the school in general. Meeting dates are posted on the Conant School website, and all are welcome to attend.

Council meetings are structured so that issues or ideas are presented and discussed, with a group approach to problem solving. If a situation requires additional information, a task force may be formed. Task forces, consisting of at least one school council member and Conant parents and staff, are used to research and make recommendations to the Council on specific school improvement goals that are established each year. The task forces, which are not standing committees, report to the Council. This line of communication helps to provide direction and determines when a task force has completed its assigned task. Subcommittees of Council members meet as needed to accomplish tasks, such as the preparation of the School Improvement Plan. The work of subcommittees, like that of task forces, is submitted to the Council as a whole for approval or review.

Meetings focus on monitoring the progress made toward accomplishing the Council's goals and discussing school policy issues as requested. The Council acts as a sounding board and advisory to the principal.

The Conant School Council, as a state-mandated body representing parents and staff, views itself, in relation to the School Committee, as the appropriate vehicle for communicating the concerns and opinions of the Conant community. It would like the School Committee to continue to seek input from the Councils in each of the elementary schools.

B. Conant School Council Membership:

Conant School Council Length of Term

Principal: Damian Sugrue

Assistant Principal: Abigail Dressler (ad hoc member)

Parents: Andrea Keenan, Co-chair 3 years

Debbie Lee 3 years
Jane Archer 2 years
Vicki Tardiff 3 years

Staff: Kimberly Macey 2 Years
Mary Tsacoyeanes 3 Years
Kerrie French 3 years
Nancy Auger 3 years

Community Member:

Michael Eraclio 3 years

II. Goals for the 2019-2020 School Year

A. Goal 1: Teaching and Learning (Equity): Improve inclusive practices to help more students achieve success in the general classroom environment

Responsible Parties: Administration, Professional Learning Planning Committee, All Staff.

Cost: Possible Funding for Consultant. \$2,000 or less

Indicators of Success: A review of our own inclusive practices with a clear understanding of what we, as a staff, must learn and implement in order to create classroom environments that allow students recieving services through an IEP to be successful more often within the general education classroom. We hope to lessen the need for pullout services and provide appropriate services within the classroom more often.

- Review our own practices around inclusion to identify strengths and develop "wonders" to explore.
- Utilize Thursday afternoon professional learning to explore articles, books and online resources to study our wonders.
- Identify potential growth opportunities where shifting practices will yield improved learning for all students within the regular classroom environment.
- Develop a plan to address current practices through building based professional learning specifically targeted to developing teachers' skills in creating more successful inclusion opportunities for students recieving services through an IEP.
- Develop a plan to measure effects of potential changes to our practice by looking at student data.

B. Goal 2: School Culture and Climate (Engagement): Improve the ability of all of our students to recognize, understand and state our underlying core values and ensure all members of our learning community utilize similar language when addressing issues that could negatively impact students, staff members and our overal learning environment and learning community.

Responsible Parties: Administration, Professional Learning Planning Committee, All Staff.

Cost: Possible cost for messaging materials (possible PTO support) *Indicator of Success:* Well developed and easily communicated set of core values known and easily recalled by all members of our learning community.

- As a team, define and state our core values by reviewing current documentation, practices and understandings about the safest, most successful and nurturing learning environments.
- Use our collective creativity to develop our core values into statements, words, images that are easily understood and engaging for students.
- Develop messaging, displays, materials that state these core values.
- Ensure these core values are embedded within our daily practice.
- Empower all members of our learning community to kindly and thoughtfully correct peers when they feel a core value has been violated.
- C. Goal 3: Culture and Climate (Equity): Increase literacy activities for students outside of school by educating parents about the importance of balance including the positive effects of reading and play and the negative effects of excessive screen time.

Responsible Parties: All certified staff, PTO.

Estimated Cost: \$0

Indicator of Success: It is our hope that students and families will report more time spent reading and engaged in unstructured play as preferred activities and less time on screens through surveys sent home at the beginning and end of the year.

- Utilize online resources and print material to educate parents about the importance of reading aloud to/with their children (even 5th and 6th graders).
 - o Send print material home in backpacks and vie email.
 - O Post information on a Literacy webpage maintained by our reading specialist and other interested staff.
- Utilize online resources and print material to educate parents about the benefits of books over electronics.
 - O Send print material home in backpacks and vie email.

- O Post information on a Literacy webpage maintained by our reading specialist and other interested staff.
- Encourage families to read together in an attempt to increase equitable access to literacy activities outside of the school environment to improve skills and develop a love of literacy.

III. Past Year in Review

A. Goal 1: Teaching and Learning (Wellness): Year long focus on mindfulness, resilience, and growth mindset through literacy and other subject areas.

Responsible Parties: Adminstration, Professional Learning Planning Committee, teachers.

Cost: Negligible

Indicators of Success: Well developed professional learning around mindfulness, resilience, and growth mindset to be delivered during building based early release Thursdays.

- The staff met monthly to incorporate monthy themes of growth mindset and super reader themes into daily practice in classes and during announcements
- Students reported more positive thinking around difficult work and issues and teachers have seen more resiliency in their students.
- This goal has been successfully met and is now part of our yearly practice.
- **B. Goal 2: Communication (Engagement):** Increase volunteerism and build a stronger recruitment system for PTO leadership positions.

Responsible Parties: PTO Board, Principal, and Assistant Principal **Cost:** possible cost for computer applications, negligible **Indicator of Success:** Increased volunteers for activities and leadership positions associated with the PTO.

- For the first time since I have been at Conant all committee and board positions are filled for the upcoming year.
- The PTO is in stable shape financially.
- This goal has been successfully met.

C. Goal 3: Culture and Climate (Wellness, Equity): Continue active involvement in the district's work with Challenge Success.

Responsible Parties: all certified staff

Estimated Cost: \$0

Indicator of Success: All members of the Conant community will have a strong understanding of what we as a district define as true success for our students.

- We have continued to share district messaging around challenge success and our work in goal one has supported this initiative.
- This goal has been successfully met



Acton-Boxborough Regional School District 16 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

Douglas School School Improvement Plan for 2019-2020 School Year

School Council Membership

Name	Role	Year of Term
Ed Leonard	Parent	Year 1
Jen Moitoso	Parent	Year 1
Sri Tipirneni	Parent	Year 1
George Georgilas	Parent	Year 2
Heather Harer	Community Rep	Year 2
Debbie Kay	Teacher	Year 1
Sally Hunt	Teacher	Year 1
Anne Littlefield	Teacher	Year 2
Christopher Whitbeck	Principal	Ad hoc
Jenna Larrenaga	Assistant Principal	Ad hoc

Goal 1: Shifting Instructional Practice to Support Student Learning Using Visible Learning

Background and Rationale:

Visible Learning, based on the research of John Hattie, focuses on the practices that have the highest impact on student achievement. This matches the school district vision of engaging learners. In year one teachers studied Visible Learning by John Hattie and identified effective and efficient collaborative teacher teams as the most effective practice for improving student achievement.

In Year two teachers will begin their work by following the Visible Learning approach to calibrating consistent expectations and benchmarks within and between grade levels in the area of written language instruction. This is a key component of creating effective and efficient collaborative teacher teams who can study student work and advise one another on best practices and interventions to improve student achievement

Strategies:

- 1. Using methods from Visible Learning for Teachers, staff will calibrate writing rubrics and expectations, and analysis of student writing in grades K-6
- 2. Teachers will shift instructional practices based on data collection and analysis of written language
 - a. Examine data from class(es) and transfer this into specific action that will make a positive difference to the outcomes of students.
 - b. Collect data and measure the effectiveness of instruction on improving student writing achievement

Outcomes:

- 1. By June 2020 teachers and students will have clear understanding of expectations in written language K-6.
- 2. Teachers will have collected data on student progress
- 3. Multi grade level Teachers teams will examine written language data from class(es) and transfer this into specific shifts in instructional practice
- 4. Collect data to measure the impact on growth in student writing.

Goal 2: Shifting Instructional Practice to Support Student Learning Using Visible Learning

Background and Rationale:

If effective and efficient collaborative teacher teams are the most effective practice for improving student achievement, then teachers must learn to work within and across grade levels to improve student achievement. Visible Learning provides specific and measurable practices to create these teams as well as implement instruction that works best for their students.

Strategies: .

- 1. Teachers will use planned meeting times within their school schedule to meet together to
 - a. Calibrate learning expectations
 - b. IDentify data to be collected in student writing
 - c. Analyse student writing data
 - d. Work collaboratively to shift instructional practices based on data collection and analysis of written language to make a positive difference to the outcomes of students

Outcomes:

1. Multi grade level Teachers teams will examine written language data from class(es) and transfer this into specific shifts in instructional practice that will make a positive difference to the outcomes of students.

Goal 3: Improving student acceptance and tolerance of one another by improving teacher and parent moral and mentoring abilities

Teachers and parents learn together to understand the many interacting factors that may undermine a child's capacity for caring or responsibility. Within the Responsive Classroom and regular classroom work, teachers will work with students so that they will better become aware of and understand the value of differences among peers..

Background and Rationale:

Schools are a place to learn not just geometry and grammar but also community building, social interaction, tolerance, acceptance and moral development. Many schools also have resources, lesson plans and activities aimed at raising awareness about the damage done from bias and bigotry. Perhaps no setting offers more opportunities for learning.

"At the crux of children's moral development is...the moral and mentoring capacities of both teachers and parents....It is critical to focus on adult development - on the mentoring and moral capacities of teachers and parents."

By understanding what influences children's moral development and forming a common working bond between parents and teachers we can create a community where all know that every student has intellectual and personal contributions to make to the learning of the whole community and that diversity and diverse opinions is a high value that will be engaged and respected.

Strategies:

- 1. Teachers and parents study the book The parents we mean to be: How well-intentioned adults undermine children's moral and emotional development.
- 2. Teacher and parent workshops provide opportunity for groups to identify common goals and practices.

Outcomes:

- 1. Teachers identify specific practices, lessons and model behaviors as teaching tools.
- 2. Teachers and parents identify common morals and language to use both at home and at school.

¹ Weissbourd, R. (2010). *The parents we mean to be: How well-intentioned adults undermine children's moral and emotional development*. Boston: Houghton Mifflin Harcourt.

Douglas School Improvement Plan 2019

3. Teachers implement specific practices designed to build acceptance of diversity within the responsive Classroom morning meetings and throughout the school day.

Assessment of Previous Year's School Improvement Plan

Goal 1: Shifting Instructional Practice to Support Student Learning Using Visible Learning

Background and Rationale:

Visible Learning, based on the research of John Hattie, focuses on the practices that have the highest impact on student achievement. This matches the school district vision of engaging learners. In the next two years, Douglas teachers will learn about the core concepts of Visible Learning and the research of John Hattie. Through the lens of the Visible Learning evidence, they will identify and implement instruction that works best for their students.

Strategies:

- 1. Using an all staff read of Visible Learning for Teachers staff studied the results of 25+ years of John Hattie's research into effective practices in education. And identified effective and efficient collaborative teacher teams as the most effective practice for improving student achievement.
- 2. Collected mathematics data as a pilot for collaborative data conversations specific to Douglas School
 - a. Define required student knowledge and practices
 - b. Analysed the data
 - c. Identified and determine specific interventions
 - d. Develop an action plan including the monitoring of progress
- 3. Shift Instructional Practices based on data collection and analysis will occur in year two
 - a. Examine evidence from class(es) and transfer this into specific action that will make a positive difference to the outcomes of students.

Outcomes:

1. June 2019 teachers are familiar with the research of John Hattie, the practices that have the highest impact on student achievement, and have piloted data collection and analysis to inform decision making at Douglas.

Goal 2: Responsive Classroom

Parent training of the *Responsive Classroom* approach to improve the connection and use of language between home and school.

Background and Rationale:

Douglas School practices are anchored in schoolwide implementation of the *Responsive Classroom* approach to teaching. The responsive classroom approach coincides with the ABRSD vision of equity, wellness and engagement. Every staff member has ongoing training and support in using *Responsive Classroom* strategies. Teachers and children create classroom rules together. Teachers help children practice the rules, and they respond to inappropriate behavior with consequences that help children learn self-control and responsibility. In addition, in every class Morning Meeting helps create a safe, caring community where every child can learn.

Recognizing that the more parents understand about these and other *Responsive Classroom* practices, the better it is for students, the school will developed ways to work with parents, including parent meetings, materials sent home, and videos.

Strategies:

- 1. Worked with School Council and staff to create parent training/meeting dates.
- 2. Held three parent meetings reviewing: morning meeting, rule building and natural consequences, and the power of voice. Meetings attend by approximately 20 parents per meeting
- 3. Created 2 videos explaining morning meeting and implementation of responsive classroom throughout the school day routines and shared these with parents with over 100 views per video.

Outcomes:

- 1. Parent Training materials to be used with all incoming parents.
- 2. Video series illustrating main points of Responsive Classroom for Parents.



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Paul P. Gates Elementary School

Acton-Boxborough Regional School District

School Improvement Plan 2018-2019

Submitted By: Lynne Newman, Principal

School Council Membership

Name	Role	Year of Term
Lynne Newman	Principal/Co-Chair	
Priscilla Kotyk	Assistant Principal	
June Montepeluso	Teacher	2nd of a 3-year term
Rebecca Rosen	Parent	3rd of a 3-year term
Manoj Thadani	Parent	3rd of a 3-year term
Mani Pandi	Parent/Co-Chair	3rd of a 3-year term
Det. Michael Eracleo	Community Representative	ve 1st of a 3-year term

2017-2018 School Council Meeting Dates

http://gates.abschools.org/parents/school-council

October 23, 2017 November 27, 2017 January 29, 2018 March 26, 2018 April 23, 2018 May 14, 2018

Goal One: To understand and support the social-emotional needs of all students

Background and Rationale: Building on the district's work with Challenge Success, Gates teachers will participate in a book study that informs current thinking regarding the emotional well-being of students. There is compelling evidence that students may be struggling with emotional regulation, which impacts their ability to focus on learning.

Teachers will read and discuss social-emotional topics such as difficult behaviors, anxiety, and depression. Our goal is to better understand the causes and patterns of difficult behaviors and identify strategies for getting all students back on track so they can learn effectively.

Strategies:

Timeline: September 2018 - June 2019

Lead Parties: Gates Staff

- Read *The Behavior Code: A Practical Guide to Understanding and Teaching the Most Challenging Students* by Jessica Minahan and Nancy Rappaport.
- Understand what drives patterns of behavior through observations and discussions with colleagues to foster shared responsibility of all students.
- Outline intervention procedures that can be implemented within the classroom and throughout the school.

Outcomes: The staff will create a FAIR Plan as needed for students with challenging behaviors, which includes a <u>F</u>unctional analysis of problem, <u>A</u>ccommodations, <u>I</u>ntervention strategies, and <u>R</u>esponsive strategies during the 2018-2019 school year.

Goal Two: To implement *Responsive Classroom* with the focus on *Responsive School Discipline*

Background and Rationale: We continue to work on the full implementation of the *Responsive Classroom* approach, which emphasizes social, emotional, and academic growth in a strong, safe school community. All teachers have the opportunity to participate in a 4-day summer workshop. To date we have a total of 11 staff members trained in *Responsive Classroom*. In addition to the summer workshop, we have completed the Positive Teacher Talk and the Teaching Discipline in the Classroom

professional development kits. During the 2018 - 2019 school year our focus will be to implement the *Responsive School Discipline* approach to ensure that positive behavior and productive learning takes place throughout the school.

Strategies:

Timeline: September 2018 - June 2019

Lead Parties: Gates Staff

- Offer Responsive Classroom Summer Workshop training to teachers
- Provide each teacher with a copy of *Teasing, Tattling, Defiance & More...Positive Approaches to 10 Common Classroom Behaviors*
- Create positive All School Rules that apply everywhere in school so that the whole school community has a shared understanding of the school's behavior expectations.
- Implement "Take a Break" chair and assign Buddy Classrooms K 6
- Create a schedule that allows students to have recess before lunch
- Establish procedures for lunchtime, recess, and dismissal that are consistent with the schoolwide rules
- Review/revise bus dismissal procedures with a focus on school wide safety and respect
- Share *Responsive Classroom* strategies with parents at Back to School Night, parent teacher conferences and on the Gates Website

Outcomes: Our goal is to standardize our approach to positive discipline with a common vocabulary and set of procedures by implementing the *Responsive School Discipline* approach. A school wide plan will be developed that provides practical strategies for building a safe, calm, and respectful school climate based on deep respect for children and for staff.

"By doing our best every day to get to know children as individual, empathetically coach them in developing skills, and help them learn from mistakes, we give them (and ourselves) hope for a brighter future." p. 13 *Teasing, Tattling, Defiance & More...Positive Approaches to 10 Common Classroom Behaviors*

Goal Three: To continue to Grow a Caring Community through Civility, Respect & Kindness

Background and Rationale: There was great enthusiasm and spirit from the Gates community to continue to offer school-wide activities that foster civility, respect and kindness. In our second year we have plans to expand our repertoire of school-wide initiatives that promote a caring community.

Strategies:

Timeline: September 2018 - June 2019

Lead Parties: Gates Staff

- Celebrate Seasonal themes: Fall Leaves of Gratitude; Winter Collecting 100 Acts of Kindness Confetti; and Spring Notes of Encouragement
- Identify student "Ambassadors" to welcome new students throughout the year
- Celebrate Gates 50th Anniversary
- Foster staff community by scheduling staff luncheons on building-based professional learning Thursdays

Outcomes: The Gates School will continue to expand activities that promote a caring community for students and staff.

Assessment of School Improvement Plan 2017 - 2018

Goal One: Revise K-6 Standards-based Report Card

Outcomes/evidence and means by which they were assessed: The K-6 standards-based report cards were updated and revised in September 2017 based on parent feedback and changes in grade level science curriculum.

<u>Goal Two</u>: Continue to Implement *Responsive Classroom* - Complete Positive Teacher Talk professional development and introduce the Responsive Classroom Teaching Discipline in the Classroom professional development

Outcomes/evidence and means by which they were assessed: Four staff members were trained in July 2017 and we currently have a total of eleven staff members trained in *Responsive Classroom*. The Positive Teacher Talk and Teaching Discipline in the Classroom kits were completed during the building-based professional learning Thursday afternoons. During the first six weeks of school, each classroom developed classroom rules based on the students' "hopes and dreams" for learning. K-6 classroom rules formed the basis of our new school-wide rules that were adopted and shared during our All School Monthly Meeting. The staff continues to be excited about the benefits of adopting and using the positive teacher language and implementing consistent discipline strategies of the *Responsive Classroom* philosophy.

Goal Three: Civility, Respect & Kindness: Growing a Caring Community

Outcomes/evidence and means by which they were assessed: The Gates School established All School Rules that provided positive and clear expectations for students. In September, all classroom teachers helped their students set individual learning goals for the school year, that are also called "hopes and dreams". Classroom Rules were established and linked to the students' hopes and dreams. K-6 classrooms shared their classroom rules and together classroom rules were blended to create the 2017 - 2018 All School Rules: Be respectful, Be kind, Be safe, and Try your best.

In keeping with the *Responsive Classroom* philosophy, we modified our traditional monthly school assemblies and established student centered All School Meetings. At our Back to School pep rally, we introduced our new All School theme: Growing a Caring

Community with students by wearing newly designed staff T-shirts and by sharing some of the new activities planned for the upcoming school year. All School Meetings were reformatted to include: Students musicians, All School greeting, Birthday announcements, Panther Awards, Student Council and Green Team announcements, and singing a variety of songs. This year we focused on increasing All School activities, which included book buddies in all K-6 classrooms and the expansion of the Sixth grade Community Service & Leadership program.

In addition to giving students Panther Awards for Generosity, Acceptance, Trust & Respect, and Enthusiasm, the staff introduced the "Helping Hands" project with students. Trees were created in the cafe and students earned helping hands for their kind and generous actions. Students were proud to see the trees decorated with their name on a helping hand.

The Student Council also focused on growing a caring community by leading community service projects that supported the Acton Food Pantry and Acton Food Pantry Clothes Closet. They sponsored spirit days during the school year and purchased two Buddy Benches for the Gates playground. The Student Council members introduced the Buddy Benches at an All School Meeting with the message of promoting an inclusive, friendly school community



Acton-Boxborough Regional School District

16 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

McCarthy-Towne School School Improvement Plan for 2019-2020 School Year

School Council Membership

Name David Krane	Role Principal (Chair)	Year of Term Permanent
Marni Zelnick	Parent	2019-2021
Joe Biedenkapp	Parent	2019-2021
Kerry Lewis	Parent (Co-Chair)	2019-2021
Kari James	Faculty	2016-2020
Bethany Ahern	Faculty	2017-2019
Justin Kessler	Faculty	2018-2020
Nancy Kolb	Community Representative	(Appointed)

Foreword:

McCarthy-Towne has, over the last ten years, developed specific approaches to teaching and learning that reflect the beliefs and values of the entire school community, including faculty and staff, families, and, most importantly, students. The workshop instructional model across the content areas, the philosophy and methodology of the Responsive Classroom, and Art Integration are the three elements that we practice and believe in as critical to student growth and progress, both academically and socially. While not all of these pieces are mentioned explicitly as components of next years School Improvement Plan, we will be still continuing the work of the past years as we seek to become stronger in all of these arenas.

First Goal:

ABRSD Goal #2: Our students will have equitable opportunities and tools to learn.

- Continue to build educator capacity to reach and teach all students.
- Essential Question: How might we use strength-based practices to support student learning?

McCarthy-Towne Equity Goal:

In order to increase "opportunities for one on one interaction between students and teachers, leading to stronger relationships" (Ferguson, Desjarlais, & Meyer, 2000),

we will successfully create a co-teaching model with one of two Sixth Grade teams in order to significantly reduce all pull out services for most Sixth Grade students receiving supported learning services in the McCarthy-Towne Learning Center.

This model embodies the idea that "all students can benefit from the additional supports, resources, and diversity in the classroom" (Ferguson, Desjarlais, & Meyer, 2000), and it will illustrate the value and impact of inclusive practices to the entire school community.

We will continue to build and develop meaningful and productive relationships in professional practice between and among support staff, including special educators, and general educators.

- A. Implement a system of inclusive co-teaching at the Sixth Grade
- B. Strive to limit student pullouts and continue to build a model of push-in instructional service delivery to maximize inclusion and ensure that all students are in the most effective learning environment.

Background and Rationale:

McCarthy-Towne will be entering the second year of a three-grade bubble moving through the school. The introduction of this bubble last year brought about seventy-five students to our school who would have otherwise been distributed throughout the other five ABRSD elementary schools. While we have been studying and experimenting with a variety of different practices involving special educators in the classroom, including building classroom teacher capacity in gathering and analyzing a variety of student

generated data, the introduction of this large cohort across three grade levels caused us to quicken our efforts at examining the instructional model for all students.

Authentic inclusive practice requires that we educate all students, together, in the same setting, regardless of need, not in separate learning settings. In order to provide authentically equitable learning opportunities for all students, we must first be authentically inclusive.

Strategies and Outcomes:

We will, as a school, to develop an instructional model that seeks to keep all students, to the greatest extent possible, in the classroom, as part of a strength-based classroom learning community.

From this co-teaching model, we seek to create new opportunities for students, teachers, and families to develop new capacities and understandings about the benefits of a co-taught classroom. Some of these benefits can and will include that:

- "Students still have opportunities for specialized instruction when needed
- All students can benefit from the additional supports, resources, and diversity in the classroom
- Increased independence for students with disabilities
- Stronger, more creative lessons due to teachers sharing the planning process
 with each other

Teachers are able to support one another by complementing each other's strengths and weaknesses, building camaraderie and dividing the work load in the classroom" (Ferguson, Desjarlais, & Meyer, 2000).

Measuring Progress:

- Administrative observations
- A variety of formative and summative data gathered at various intervals throughout the year
- Conversations with participating students and teachers as a focus group
- Surveys for families
- Academic outcomes (assessments, authentic work samples, teacher observations)

Second Goal

Social-Emotional Learning Goal

ABRSD Goal #1: Understand and respond to our students' social-emotional needs.

• Essential Question: How might we use strength-based practices to support student learning?

McCarthy-Towne Social-Emotional Goal:

We will build resilience, improve individual empowerment, and continue to build a greater sense of community by giving students the tools, particularly and specifically,

the language of Social Thinking, to better understand the impact of their actions upon others and to develop a closer understanding of their own emotions.

We will employ, through Social Thinking and the continued use of the Responsive Classroom, a language for adults and children to use as they describe their feelings and their emotional state of mind.

We will implement a school-wide behavior rubric that clearly outlines behaviors and logical consequences written in a manner that is accessible to children and that is also meaningful and purposeful for the adults in our school community.

Background and Rationale:

Many goals and professional aspirations in an elementary school are inter-connected. The phrase "strength-based practices" that is at the heart of the essential question that guides all of the district goals is also the essence of good school-based instructional practice. Improving the social-emotional health and outlook of students will, in turn, improve the ability of all students to succeed in school. The social-emotional goal has connections to the equity goal as the work that will happen throughout the whole school community and the classroom community that will have all students feel included, connected, and empowered. Strength based efforts involve building student capacity in resilience and self-awareness. This self-awareness is very much reflected in the language of the teachings of Social Thinking, specifically in giving children developmentally appropriate descriptors to use to indicate how they are feeling.

Additionally, the implementation of this school-wide behavioral rubric derived from the work of Stan Davis and his book *Schools Where Everyone Belongs* will contribute to a greater collaborative understanding among the educators and the students about

community expectations and logical consequences. According to Davis, building "staff-staff communication about observed student behaviors is for us to give each other specific positive feedback. We should tell colleagues about what we see them doing right... *I noticed that you made your expectations clear. I saw that the kids did what you asked* helps others become more effective teachers while building staff connections" (Davis, 2007, p. 80). Building these staff connections also strengthens community, community that has developed well already, partially through the yearslong use of the philosophy of the Responsive Classroom.

Strategies and Outcomes:

By implementing specific classroom instruction about the language of Social Thinking, specifically around the Zones of Regulation, we hope to build capacity in all of the students in our school to articulate their feelings, in the moment, about social conflict. Part of the instructional strategy involves making clear connections between the work that we have been doing in the classroom in Responsive Classroom and that of Social Thinking. This work can be done with collaboration between and among the School Counselor, the School Psychologist, and the classroom teacher.

Measuring Progress:

- Administrative observations
- Conversations with participating students and teachers as a focus group
- Surveys for families
- Academic outcomes (assessments, authentic work samples, teacher observations)

Third Goal:

Implementing New Mathematics Curriculum Grades 1-5, and 6, for Improved Student Outcomes

• Essential Question: How might we use strength-based practices to support student learning

We will launch and implement the Investigations curriculum in Grades 1-5. We will launch and implement the Illustrative Math curriculum in Grade 6.

Background and Rationale:

In 2009, in an effort to create a more universal approach to teaching mathematics in our elementary school and in an effort, too, to build a more universal use of specific mathematical language from Grades One to Six, the school implemented a new curriculum for grade One through Six, EnVision Mathematics. This was a significant departure for the school. For the years leading to the change, TERC Investigations was the curriculum that was used for Kindergarten through Grade Six. While teachers

believed very strongly in the hands-on approach to instruction and understanding, the lack of clear alignment with state standards, we believed, was hindering student success. The decision to change was made, and the change was made to EnVision.

TERC has spent considerable time researching and developing a new elementary mathematics curriculum; one that is aligned more closely with the Common Core and one that still retain much of the hands-on appeal of previous iterations.

The workshop model has been very successful in reading and writing instruction, including social studies and science. While we have experimented and, in some classrooms, implemented the model for mathematics instruction, features of this particular instruction have emerged that require some adaptation and adjustment to truly fit the workshop model. We seek to expand and build on that success in the teaching and learning of mathematics. Our goal is to incorporate new instructional methodologies and curriculum, the TERC Investigations curriculum in K-5 and Illustrative Math in Grade 6, in an effort to increase student engagement and enjoyment in the study of mathematics.

Since September, McCarthy-Towne has been working on expanding Professional

Learning in Mathematics for all of our certified staff. In consultation with the District

Mathematics Curriculum Coordinator, Heather Hanes, our Sixth Grade teacher, Tara

Matthews, developed and presented a six-part workshop and book study to the

McCarthy-Towne faculty using *Mathematical Mindsets*, by Jo Boaler, over the course

of the 2018-2019 school year. Our First Grade Team began implementing the TERC curriculum in September 2019, and the Third Grade Team began studying the curriculum with a plan for implementation in January 2019.

Strategies and Outcomes:

By adopting the Investigations mathematics curriculum, we hope to increase the handson, experiential component of mathematics teaching and learning. Additionally, we anticipate this change in instructional approach to develop more engagement with the content area for students.

Measuring Progress:

- Administrative observations
- Conversations with participating students and teachers as a focus group
- Surveys for families
- Academic outcomes (assessments, authentic work samples, teacher observations)

Assessment of Previous Year's School Improvement Plan

First Goal, 2018-2019:

Continue to develop and support the workshop model in all classrooms:

A. Participate in professional learning activities to improve teaching and learning to support the Common Core curriculum

B. Continue to inform families about the Workshop Model

Goal Assessment:

We continued to work with a literacy consultant throughout the grades, with a specific focus on small group work across content areas. Primary grades began a more regular implementation of Guided Reading groups as they looked at their small group instructional practice. The workshop model was one of three curricular anchors at McCarthy-Towne addressed in the Parent Forum evening on February 6. Additionally, six teachers attended Teachers College Summer Writing and Reading Institutes in New York City.

Second Goal, 2018-2019:

To enhance social vocabulary and interactions for all children by continuing to use Responsive Classroom for the school community and by continuing to implement ideas and methodology from the Social Thinking curriculum.

We will take a pro-active, educational approach to creating a positive social environment that fosters respect and compassion for all. We will set school community-wide expectations and norms including both adults and children.

Goal Assessment:

As new teachers joined our faculty, one-week Responsive Classroom Institutes were made available to them and only two educators were unable to attend. We still have almost all of our educators trained in the Responsive Classroom and it is still an integral part of how we regard building community and setting social expectations for all of the students in our school.

Third Goal, 2018-2019:

Continue to explore and implement methods of integrating visual art into the curriculum at McCarthy-Towne, deepening curriculum understanding and enhancing

the social emotional well being of students. To this end, it is important to educate the McCarthy-Towne families and community about the value of Art Integration in the classroom, and to ensure that all faculty understand the importance of art integration and know how to best incorporate art into both the academic units of study and the social/emotional work of the classroom.

Goal Assessment:

Teaching new faculty about the methodology used to most effectively employ art to enhance and illuminate various parts of the content areas in the classroom is an ongoing and critical goal. It is part of illustrating the beliefs and values of McCarthy-Towne school. As veteran faculty members mentor new faculty members, it also becomes a time to reflect and assess the various projects across the grade levels with an eye towards adjustments and improvements. As noted in the foreword, this work will be ongoing.

Fourth Goal, 2018-2019:

To educate and inform the McCarthy-Towne families, as well as all of the recently hired faculty members, in the three cornerstones of classroom activities which support the mission and vision of the McCarthy-Towne School:

- The Workshop model in literacy, mathematics, and content area instruction
- The Responsive Classroom and Social Thinking tenets, concepts, and curriculum as a way of consistently maintaining the language of social problem solving
- Art Integration as a way of strengthening student engagement, investment in their learning, and commitment to perseverance, risk-taking, and the responsibilities of being a member of a community

Goal Assessment:

On the evening of February 6, 2019, over 250 McCarthy-Towne family members came to the school to be part of a program celebrating the "three cornerstones of classroom activities which support the mission and vision of the McCarthy-Towne School". It was

a remarkable night, one that affirmed for many families the elementary school choice that they had made. To actually experience Art Integration, using the same media that the students use and being taught how to connect the art with the content area in a similar fashion to the way their children are taught, was revelatory to those attending. Workshop and Responsive Classroom were experienced in the same manner, with parents participating in the process.

In his book *Democracy and Education*, John Dewey wrote, "When we reflect upon an experience instead of just having it, we inevitably distinguish between our own attitude and the objects toward which we sustain the attitude (Dewey, 1916, p. 93.)

Adults were able to take in the same learning experiences of their children that evening, reflect on it, and deepen their understanding of the learning process at McCarthy-Towne. That is what made that evening such a resounding success.

Merriam School School Improvement Plan for 2019- 2020 School Year

School Council Membership for 2018-2019:

Name	Role	Year of Term
Juliana Schneider	Principal	
Bryant Amitrano	Assistant Principal	
Vanessa Mann	Teacher	2nd of 3-year-term
Michele Pruett	Teacher	2nd of
3-year-term		
Trish Underwood	Teacher	1st of
3-year-term		
Chris Brown	Parent	1st of 3-year-term
Karen Wolfson	Parent	2nd of 3-year-term
Caitlin Sullivan-Fieldman	Parent	1st of 3-year-term

GOALS for 2019-2020

Goal 1:

In order to increase student engagement and consistency across grade levels, teachers will continue to develop projects that integrate elements of STEAM, as well as the humanities.

Background and Rationale:

As a project based learning school that emphasizes the integration of all subject areas, careful planning of instruction is necessary. Teachers have been working on developing consensus projects for each grade level, as well as developing curriculum maps which include essential questions, projects, resources, assessments and standards. During the 2018- 2019 school year, we began to look together at the Next Generation Science Standards, and specifically identified science practices that we have already incorporated into our curriculum. We worked with our Science Curriculum Specialist as well as with teachers in order to begin developing projects that incorporate elements of STEAM. We will continued this work into the 2019- 2020 school year.

Strategies:

- 1. Continuity of the Curriculum Committee with the intent of planning for and leading curriculum work.
- 2. Designate Building-Level Professional Learning time for the purpose of working toward curriculum goals.
- 3. Define a shared understanding of STEAM practices.
- 4. Complete three consensus projects per grade level.
- 5. Begin working toward a science project that integrates STEAM practices.

Outcomes:

- 1. Grade levels including special educators and specialist teachers, will complete three consensus projects per grade level by December 2019.
- 2. Grade level loops will work toward one consensus project per loop integrating STEAM practices in order to support scientific investigations.
- 3. Grade levels will have completed a revision protocol in order to maintain the fluidity of our curriculum maps by May 2019.
- 4. Teachers will begin sharing work across grade levels and will look together at student work for the purpose of deepening instructional methods.

Goal 2:

In order to increase students' access to rigorous content and curriculum, as well as to best support children's social/emotional well being, we are increasing inclusive opportunities for all students.

Background and Rationale:

One of the themes that emerged out of Juliana's entry plan was the value Merriam places on collaboration in service of student learning. Identified as both a strength and a challenge by general educators, special educators and specialist teachers, it is clear that all would like more opportunities to meet together in order to support inclusive practices, leading us toward more cohesion in student learning and more comprehensive social/emotional support for all students.

Strategies:

- 1. Define a shared understanding of inclusion and inclusive practices.
- 2. Develop shared expectations of students by looking together at student work.
- 3. Increase collaboration time between special educators and general educators.
- 4. Increase collaboration time between specialist teachers and special educators during building directed Thursdays.

- 5. Intentional grade level groupings in order to cluster children together who receive similar services.
- 6. Increase access to curriculum resources for special educators in order to support the general education curriculum.
- 7. Teacher partnering for a common goal of more co-teaching opportunities.
- 8. Shifting location of classrooms in order to support ease of collaborative opportunities.
- 9. Review and analyze current practices in order to identify opportunities for collaboration between children.
- 10. Integrated, collaborative teams work together to support curriculum development, with the intention of all educators supporting this curriculum.

Outcomes:

- 1. We will increase the amount of time that children receive instruction within the general education classroom.
- 2. Children's learning will be more connected across the entire school day.
- 3. We will strengthen our focus on student learning through a shared understanding of inclusion and inclusive practices.

Goal 3:

In order to ensure that every child acquires SEL skills and strategies, we will increase the consistency and regularity that we are teaching our SEL curriculum.

Background and Rationale:

Merriam School has a deep history of supporting the whole child and paying close attention to the social and emotional needs of children. We have worked with the authors of both Responsive Classroom and Open Circle over the years and our teachers have implemented elements of both curricula. Throughout the past two years, we have layered onto this lessons from Social Thinking, lead by our School Psychologist and School Counselor. Teachers have received training and we have engaged parents through community outreach. Because there are components of each of these programs that we value, identified outcomes and lessons to support those outcomes will allow us to more consistently implement the resources that we value.

Strategies:

- 1. Define SEL areas that we would like all children to develop skills within.
- 2. Choose core lessons and/or components from Open Circle, Responsive Classroom and Social Thinking that each teacher will teach at each grade level.

- 3. Develop a school wide common vocabulary in order to support children and teachers in using a common language (drawing from the above curricula).
- 4. Develop resource lists (books and media) available to support teaching in teaching different skills.

Outcomes:

- 1. Children will develop the language they need in order to access skills and strategies within social/emotional competencies.
- 2. Children will more consistently learn and apply skills and strategies necessary to navigate the social landscape of school and beyond.
- 3. Teachers will have access to curriculum materials that support key areas in order to be able to better respond to varying student needs.

Goal 4:

Implement the theme, "nature" schoolwide.

Background and Rationale:

In an effort to build curricular and social connections across grade levels, Merriam School has implemented a theme each year. This theme is integrated into our All School Meetings on Fridays, it is the topic that we build community days and theme days around, and teachers thread it into the daily experiences within the classroom. This year we elicited student and teacher feedback, leading us toward this year's theme: "nature." We look forward to how "nature" will connect to work we're already doing around science.

Strategies:

- 1. Children in kindergarten through second grade will experience a minimum of two nature walks per year, which will support the science investigations.
- 2. Teachers will participate in the summer read, Balanced and Barefoot.
- 3. Theme days, Community Days and All School Meetings will be planned with a focus on "nature".

Outcomes:

1. Students and teachers will make across grade-level connections by having a common theme for the year, contributing to an increased sense of community, belonging and awareness of our environment.

Assessment of 2018-2019 School Improvement Plan

Goal 1:

Continue developing projects and aligning our curriculum maps at each grade level with the goal of three consensus projects which integrate multiple disciplines, and integrate the Massachusetts curriculum standards.

Outcomes/evidence and means by which they were assessed:

This year we made tremendous progress in our curriculum work, which has benefitted children's learning, as well as teacher's access to curriculum and resources. Three out of four of our grade level loops have completed three consensus projects, and every grade level has a working consensus map including projects, standards, common assessments, essential questions and resources. Grade levels implemented consensus projects simultaneously, allowing for greater collaboration across classrooms. Additionally, the Curriculum Committee has facilitated all Professional Learning time and responded to the needs of teachers. We moved all of our curriculum into an online platform (Google Team Drive) which has increased collaboration and efficiency as well as reorganized our curriculum closet for the purpose of removing obstacles from planning and teaching. We continue to purchase resources to support project integration and to support special educators and general educators in implementing the curriculum.

Goal 2:

Continue the implementation of the Social Thinking curriculum.

Outcomes/evidence and means by which they were assessed:

Merriam School finished their second year of implementing the Social Thinking curriculum. The School Counselor and School Psychologist lead Professional Learning throughout the year which emphasized four social competencies: social self-awareness, perspective taking, self-regulation and social-emotional understanding. They modeled lessons for all teachers around whole body listening, social behavior mapping, size of the problem and zones of regulation. Classroom teachers taught these lessons within classrooms and built upon these lessons as a way to respond to children as they navigate the social landscape. Additionally, we lead a parent workshop where parents learned about these competencies and how they apply to the home setting, allowing families to bridge the language and approach between home and school. We have provided resources online for parents to support our Social Thinking curriculum including book lists, terms and protocols for supporting our students.

Goal 3:

Implement the theme *water* schoolwide.

Outcomes/evidence and means by which they were assessed:

Each year Merriam School adopts a theme for the year. This year we implemented the theme water, which was the focus of our community day in the fall and two theme days. Additionally, we used a water themed activity to launch our maker-space, we've explored elements of the environment and shared those at weekly All School Meetings, and we've focused some work around counting water bottles saved throughout the year. Teachers from kindergarten through 6th grade have found opportunities to bring our theme into their curriculum work within classrooms.



Acton-Boxborough Regional School District

16 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

RJ Grey Junior High School

Acton-Boxborough Regional School District

School Improvement Plan for 2019-2020

Written and Submitted By: Andrew Shen, Principal

June, 2019

School Council Membership, 2018-2019 School Year

<u>Name</u>	<u>Role</u>	Year of Term
Andrew Shen	Principal, School Council co-chair	NA
Maureen Lin	Junior High Teacher	1st of 2-year term
Liz Walker	Junior High Teacher	1st of 2-year term
Jack Kline	8th grade parent	2nd of 2-year term
James Dillon	8th grade parent	2nd of 2-year term
Jennifer Beale	7th grade parent	1st of 2-year term
Karen Pierce	7th grade parent	1st of 2-year term

2018-2019 School Council Meeting Dates:

(for minutes and handouts of individual meetings, please go to: http://rigrey.abschools.org/school-council)

Goal: When students exhibit chronically challenging classroom behaviors, RJ Grey staff will more confidently utilize protocols and interventions to address those behaviors and the underdeveloped social and emotional skills in order to better support students with anxiety and/or other emotional challenges.

Assessing Impact:

- Teacher and team practices and responses will begin to utilize language and protocols from planned trainings
- Teachers report adoption of specific strategies implemented in classroom that reduce common triggers for challenging behaviors

Background and Rationale: The student population at Acton Boxborough has changed significantly over the past 10-15 years with students coming to school from increasingly complex and diverse backgrounds. There is a growing cohort of students with a wider and deeper range of social and emotional needs, and underdeveloped skills. In fact, a recent NIH study found that 25% of kids ages 13-18 have been diagnosed with anxiety disorders, and 11% suffer from depression. Our teachers are facing new and more frequent situations centered on challenging student behaviors where more typical and traditional behavioral strategies are not effective.

Tactic	Measure	Owner	Timeline
	Training scheduled and completed		Training – Oct 2019 & Feb 2020 Early
Provide all staff (teachers and support			Releases
staff) with yearlong professional learning	Survey stff to assess effectiveness		
facilitated by Jessica Minahan.	of training format	Principal	Survey – May 2020
Provide specialized staff (counselors,	Training scheduled and completed		
special educators, administrators) with			Training – Oct 2019
additional training facilitated by Jessica	Survey staff to assess effectiveness		
Minahan.	of training format	Principal	Survey – May 2020
	Training scheduled and completed		Training – Oct 2019, Feb 2020, Apr
Provide training and professional			2020 Early Releases
development specifically for classroom	Survey staff to assess effectiveness		
assistants.	of training format	Asst Principal	Survey – May 2020
Provide all staff a copy of "The Behavior			
Code" that will complement the			Behavior Code Provided – Sept 2019
professional learning sessions scheduled			
for the school year.	Behavior Code provided	Asst Principal	Survey – May 2020

STRATEGY TWO: Develop and implement a *protocol for teachers and staff* to support problem-solving cases for students who exhibit chronically challenging behaviors with a focus on identifying underdeveloped skills.

Tactic	Measure	Owner	Timeline
Work with teams to identify specific		Principal,	
protocols for discussing and		Assistant	
problem-solving cases that involve		Principal,	
challenging behaviors by a student.	Team meeting observations	Counselors	Beginning October 2019
Provide at least four teams time with Jessica Minahan to practice and develop problem-solving strategies for specific	Training scheduled and completed		
student cases	Feedback from participating staff	Principal	October 2019 thru February 2020
Develop norms and protocols shared by CLASS program (and the four teams where students in the CLASS program will be placed) regarding responses to	Protocols developed and	Assistant	
challening behaviors inside and outside	implemented	Principal, ETL,	Norm-setting - September 2019
of the classroom setting.		CLASS	
	Feedback from team teachers	Teachers	Feedback - Yearlong
Teacher referrals for repetitive/more chronic student misconduct will include			
discussion of interventions beyond	Data from Assistant Principal	Assistant	
consequences and disciplinary measures.	notes and entries	Principals	October 2019 through May 2020

Tactic	Measure	Owner	Timeline
Identify 2-3 minor ("simple")			
adjustments and proactive classroom		Principal,	
strategies that can reduce common		Assistant	
triggers or challenges for students with	Staff survey/feedback about most	Principal,	
anxiety or social/emotional skill deficits.	effective classroom strategies	Staff	Survey - May 2020
Through educator evaluation system,		Principal,	
engage with teachers specifically about	Educator Evaluation Observations	Assistant	
strategies found within their	and End of Year Reports	Principals, ETL	Yearlong

instructional practice that supports the learning of students who exhibit challenging behaviors (Standard II – Teaching All Students)			
Teachers, teams and programs will identify proactive strategies that can effectively support skill development for students with anxiety and other social/emotional skill deficits	Team Meetings with Jessica Minahan scheduled and completed	Principal, Assistant Principals, Staff	Staff Survey - May 2020

Goal Two: Enhance student learning and engagement through meaningful integration of technology into the classroom setting.

Assessing Impact:

- Teaching staff at RJ Grey report and demonstrate an increased comfort and facility with technology-based options for their classrooms
- Individual teachers have each incorporated technology into their classroom practice that builds upon and extends beyond current practices
- Teacher practices utilize technology to support additional strateies for inclusion and differentiation
- Student feedback provides data about what they view as the benefits and challenges of the 1:1 Chromebook environment

Background and Rationale: The Junior High is preparing to introduce a 1:1 Chrome Book (CB) program into the classroom environment for the 2019-2020 school year. This program is being created in response to the creative and important ways many teachers have already integrated technology into their instruction, as well as a belief that when used as a tool, technology adds new and valuable dimensions to teaching and learning. Furthermore, we believe that preparing students for a technology-rich world requires all teachers to identify appropriate and meaningful strategies for integrating technology into their courses and classrooms. We anticipate that RJ Grey will be continuing to identify technology-focused goals for the next three (3) years given the commitment of time, resources, and professional learning required to be successful.

Tactic	Measure	Owner	Timeline	
Identify existing "CB Champions" among	Identify staff who can serve this			
teachers and staff who can help support	role; confirm role in professional			
professional development opportunities	learning	Principal	Yearlong	
Conduct professional learning sessions				
facilitated by EdTech staff and other		Principal,		
district resources	Staff Survey and Exit Tickets	EdTech	Yearlong	
Provide outside learning opportunities				
such as MassCUE to a team of RJ Grey	Confirmation of attendance at			
staff	outside trainings	Edtech	Yearlong	
Provide summer professional				
development and innovation				
opportunities focused on organizational				
strategies and tools	Submitted R&D Reports	Principal	Summer 2019	
		Principal,		
Consider technology-related goals as	Individual educator goals for	Assistant		
part of teacher goal setting	2019-2020	Princopals	October 2019	
Reserve funding to support				
staff-identified subscriptions and	Budget spending report	Principal	Yearlong	

programs, extensions			
Maintain school-based 1:1 CB			
Committee to provide ongoing feedback			
and leadership	Scheduled meetings	Principal	Yearlong
Create 'technology log/diary' to be used			
by selected teachers to document usage			
of CBs in order to inform program design			
and ongoing training			
	Completed Log/Diairies	Principal	Yearlong

STRATEGY TWO: Develop strategies and protocols that utilize CBs to improve inclusion, differentiation and accessibility for all students

Tactic	Measure	Owner	Timeline
Provide opportunities for teachers to collaborate on the use of technology in curriculum development, classroom practices, and student-centered learning strategies and lessons	Survey of Special Education and Academic Support teachers regarding accommodations and modifications supported by the use of CB Survey of teachers regarding use of technology for this strategy	Principal	Yearlong Survey - Spring 2020
Plan staff professional learning with			
these goals as the primary focus	Completed professional learning	Principal	
	sessions	1:1 CB Cmte	Yearlong
Partner with Edtech staff to highlight and showcase tools and strategies that			
improve practices for inclusion,	Listing of showcase efforts (emails,	Principal,	
differentation, and accessibility	presentations)	EdTech	Yearlong
		Principal,	
Consider technology-related goals as		Assistant	
part of teacher goal setting	Data from teacher goals	Principals	Setting goals - October 2019

Goal: We will continue to expand the degree to which our students and families see themselves and their experiences represented in the curriculum, and the degree to which students are thoughtfully exposed to experiences and perspectives that are different from their own.

Assessing Impact:

- Student feedback and surveys will cite these texts as having personal relevance and/or offering an entry point into the experiences of others
- Library data on circulation and demand/check out rates of selected texts
- Student work will include evidence of students making personal connections to the content, and/or expanding their understanding of different perspectives

Background and Rationale: This goal is a continuation of our school's diversity and equity work, and is pursued with the belief that student engagement and student learning, in particular the development of critical thinking and empathy, increases when the curriculum serves as both "window and mirror" where students are able to see both their own reality and experiences, as well as the realities and viewpoints of others. A commitment to this type of growth in our curriculum is inspired by many factors, including the shifts and changes in our student and family population. Furthermore, this goal reflects an evolving appreciation for a more complex and nuanced understanding of the world in which we live, and how we experience that world differently based on many factors. Our work on the curriculum is one approach to help students navigate that shifting landscape more comfortably and skillfully.

STRATEGY ONE: Add curriculum units and lessons that specifically incorporate more centrally identities and experiences that have not been traditionally included or highlighted within our courses - reflecting diversity based on race, gender, sexual orientation, social class, immigrant experience and language.

Tactic	Measure	Owner	Timeline
Incorporation of texts that provide		Principal,	
GBTQ+ perspectives and characters in		8th Grade	
texts included in the 8th grade English	Implementation of new unit during	English	
curriculum	school year	Teachers	May 2020
		Principal	
Partner with student groups, such as		Assistant	
Common Ground, to develop additional		Principal,	
essons that can be added to our		Common	
anti-bullying and pro-social behavior	Implementation of new lesson	Ground	
curriculum	during the school year	Advisor	May 2020

STRATEGY THREE: Library collection will include more texts that reflect our changing student and family population, as well as texts that expand the range of "windows and mirrors" that are available to our students

Tactic	Measure	Owner	Timeline
Prioritize expansion of young adult			
literature colletion within the Library	List of new titles added to Library		
that reflects the diversity of our	collection with information on titles		
community. Support through continued	that support this goal		
financial commitment and messaging of			
priorities for text selection in partnership	Data on activity/interest in titles by	Principal,	
with school Librarian.	students	Librarian	Yearlong
Expand individual classroom libraries			
that increase the range of "windows and			
mirrors" represented in the collections;	List of new titles added to	Principal,	
support through continued financial	classroom collection with	Librarian,	
commitment and messaging of priorities	information on titles that support	Department	
for text selection.	this goal	Leaders	Yearlong



Acton-Boxborough Regional School District 16 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

Acton-Boxborough Regional High School School Improvement Plan for 2019-20 School Year

School Council Membership

Name	Role	Year of Term
Larry Dorey	Principal	2
Beth Baker	Associate Principal	2
Lauren Gilman	Parent Rep	3
Diane Ross	Parent Rep	3
Julia Du	Parent Rep	2
Fang Yang	Parent Rep	1
Susan Kenyon	Parent Rep	1
Huihua Liu	Parent Rep	1
Cindy McCarthy	Community Rep	3
Janet Maxwell	Staff	4
Lisa Dahill	Staff	4
Lindsay Rosenman	Staff	1
Stephen Hitzrot	Staff	1
Connor Champigny	Student Rep Sr	2
Michael Li	Student Rep Sr	2
Arnav Mehra	Student Rep Sr	2
Song Issah	Student Rep Jr	1
Kim Eppling	Student Rep Jr	1
Molly O'Neill	Student Rep Jr	1

Goal # 1: School and Student Wellness

We will put our students' well-being at the center of teaching and learning.

Background and Rationale:

Based on data from the Youth Risk Behavior Survey and the Challenge Success Survey, as well as anecdotal reporting, AB students continue to experience high levels of academic stress. Further, we continue to see increasing numbers of students with mental health concerns.

Strategies:

1. Implement a bell schedule that will focus on reducing student stress.

School Improvement Plan

- 2. Reduce the number of high stakes assessment.
- 3. Create a committee to analyze the goals and structure of the advisory period.
- 4. Expand upon caregiver outreach, and communication, related to student well-being.
- 5. Continue mental health awareness and suicide prevention efforts.

Outcomes:

- 1. Students will report less academic stress due to fewer transitions and meeting periods in the school day.
- 2. Students will report less stress centered on high stakes exams.
- 3. Determination will be made if advisory period is the appropriate structure to meet S.E.L. goals.
- 4. Parents and staff will gain an increased understanding of how to best support student wellness.
- 5. All 9th and 10th grade students will be screened using SOS (Signs of Suicide).

Goal# 2: Classroom Instruction and Assessment

To implement new instructional practices that improves engagement for all learners.

Background: With the implementation of the 2019-2020 high school schedule trial, class time will be increased by ten minutes. We will devote professional learning time to research, implement, and reflect on instructional practices that best engage all learners during the newly extended class period.

Strategies:

- 1. We will focus on whole school professional learning (Faculty Meetings/PLD), departmental professional learning (Department Meetings/PLD) and School Leadership Team meetings to research, implement, and reflect on instructional practices that engage all learners.
- 2. Teachers will identify, implement, and reflect on strategies they are using to engage all learners.

Outcomes:

- 1. Based on revised curriculum plans, informal classroom observation, and evidence shared at faculty meetings and PLDs we will find that teachers have increased their repertoire of instructional practices to engage all learners.
- 2. Based on end of the year surveys, students will report greater engagement as a result of new instructional practices in their classrooms.

Goal # 3: Equity, Diversity, and Inclusion

We will increase staff and student knowledge and understanding of anti-bias, cultural proficiency, equity, and inclusion.

Background and Rationale:

Acton-Boxborough Regional High School continues to become an increasingly diverse community in many ways including, but not limited to, students and families of color, members of the LBGTQ community, those who are differently labeled, religious minority groups, economically disadvantaged families and others who are marginalized. Both survey data and anecdotal evidence from staff, students, and families suggest that we need to increase our work in this area so that all students feel like valued members of our community who are understood and treated fairly and with respect.

Strategies:

- 1. Continue to train staff using the Seeking Education Equity and Diversity (SEED) model as part of our district-wide professional learning.
- 2. Continue to develop advisory lessons that promote and foster mutual respect, understanding, empathy, and appreciation for diverse experiences.
- 3. Implement the ADL World of Difference Peer Mentoring program.
- 4. Participate in the Boston University Study of the ADL World of Difference Program.

School Improvement Plan

Outcomes:

- 1. Staff will have increased understanding of how to create a classroom culture that supports anti-bias, cultural proficiency, equity, and inclusion.
- 2. Staff and students will engage in advisory lessons that promote and foster mutual respect, understanding, empathy, and appreciation for diverse experiences.
- 3. Through participation in the BU Study of World of Difference peer mentoring program, students and staff will increase their awareness of creating a school environment that is inclusive, equitable, and anti-biased.

File: BDFA

SCHOOL COUNCILS

The School Committee believes that the school is the key unit for educational improvement and change and that successful school improvement is best accomplished through a school-based decision-making process. By involving those directly affected by any action or decision of the school council in the process of determining that action or decision, it helps to strengthen the commitment to those decisions by those most affected by its implementation.

Under this policy, the Principal shall have primary responsibility for the management of the school. Decisions which are made at the school level must be aligned with the budget, policies, curriculum, and long-range and short-range goals adopted by the School Committee. In addition, decisions must comply with any state and federal laws and regulations and with any negotiated agreements of the school district.

As enacted by the state legislature in the Education Reform Act of 1993, a school council shall be established in each school to advise the Principal in specific areas of school operation. The Principal, except as specifically defined in the law, shall have the responsibility for defining the composition of and forming the group pursuant to a representative process approved by the Superintendent.

The following guidelines define the role of the school council:

The School Council shall meet regularly (a minimum of six meetings per year) with the Principal of the school and shall assist in:

- 1. Adoption of educational goals for the school that are consistent with state and local policies and standards.
- 2. Identification of the educational needs of the students attending the school.
- 3. Review of the school building budget.
- 4. Formulation of a school improvement plan in accordance with state statues which is implemented only after the Superintendent's approval.

LEGAL REFS.: M.G.L. 71:38Q, 71:59C

Approved 12/3/15

File: BDFA-R-1

SCHOOL IMPROVEMENT PLAN

Each Principal, in conjunction with the School Council, shall be responsible for preparing a written school improvement plan annually. This plan shall be written with the advice of the School Council and submitted for approval to the Superintendent. The plan should be drafted with the following in mind:

- 1. Educational goals developed with the needs of the school in mind.
- 2. A focus on student learning with plans around improvement.
- 3. Professional learning for the school's staff.
- 4. Parental involvement in the life of the school, safety, and discipline.
- 5. The diverse learning needs of every child.
- 6. Any further subjects as the Principal, in consultation with the school council, shall consider appropriate, except that:
 - a. The council shall have no authority over matters that are subject to Chapter 150E, the collective bargaining law, and
 - b. The council may not expand the scope of its authority beyond that established in law or expressly granted by School Committee policy.

10/2/15

SUBMISSION AND APPROVAL OF THE SCHOOL IMPROVEMENT PLAN

The written school improvement plan shall be submitted by the Principal to the Superintendent for review and approval by June 1st of each year. The Superintendent shall make copies of the plans for the School Committee's review.

It is important that the school council be aware of the expectations regarding the school improvement plan. The school improvement plan should:

- 1. Focus on student learning.
- 2. Describe expected student outcomes and observable results.
- 3. Align with the mission of the School Districts and any goals and policies of the School Districts.
- 4. Be consistent with state and federal law, School District policy, established curriculum and negotiated agreements.
- 5. Identify implementation plans.
- 6. Provide annual progress report including analysis of student performance.

If the school improvement plan is not approved by the Superintendent, it shall be returned to the Principal with specific comments as to the reason(s). The Principal shall revise the plan in cooperation with the School Council, and resubmit it for approval.

File: BDFA-R-3

CONDUCT OF SCHOOL COUNCIL BUSINESS

The Principal shall, by law, serve as co-chair of the council. The second co-chair will be elected annually by the council members at its first meeting of the school year subsequent to the elections of new council members. The co-chairs will be responsible for the preparation of the agenda for the council meetings.

It is recommended that the school council meet a minimum of 6-8 times during the school year. Meetings will be held outside of school hours. At its first meeting of the school year, the council will set its calendar of regular meetings for the year. Where circumstances warrant, the council may choose to call additional meetings.

School councils shall use consensus as the primary method to resolve issues and to formulate recommendations. Votes by majority may be taken at the discretion of the Principal and Robert's Rules of Order shall prevail if there are questions of procedure.

All meetings of the School Council shall conform to the Open Meeting Law, Sections 23 A, B, and C, which stipulate that all meetings be open to the public, that meetings be posted at least 48 hours in advance, and that minutes of the meeting shall be maintained as required. The scope of the school council does not require, and therefore does not qualify for, executive session.

Agendas and approved minutes for all School Council meetings shall be posted on the school's website, ideally located within a specific section for School Council business.

10/2/15



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

MEETING DATE		6.13.19	AGENDA ITEM NUMBER	3.a.			
AGENDA ITEM TITLE			/ TITLE	Superintendent's Annual Summative Review			
	P	RESEN	TER(S)	ABRSC Chairperson Diane Baum			
SUMMARY OF TOPIC			TOPIC	School Committee members have all completed evaluations and the Chairperson has compiled them into one document. She will read that summary at the meeting and after discussion, the Committee votes to accept the review. Discussion of a salary increase for FY20 is then considered and decided on. The final vote on adding a salary increase to the addendum page of the superintendent's contract must take place in an open meeting. The public was invited to share their input at the previous meeting.			
/HA	Γ ACTION (if a	ny) DO	YOU WI	SH SCHOOL COMMITT	EE TO TAKE?		
	No action re	quested	l - this is	a short update or presen	short update or presentation of information		
	Request inp	ut and q	uestions	stions from the School Committee, but no vote required			
Х	Request for	mal action	ction with a specific vote:				
If formal action			al action	is requested, is this item being presented: first time, with a request that the School Committee vote at a subsequent meeting			
	for the OR						
X with the			with the	e request that the School	Committee take action immediately		
form	nal action is	reques	ted, inc	lude a suggested mo	otion or contact Beth Petr.		
SUGGESTED MOTION			OTION		Committee accept the Annual Summat ight dated XXX as presented/amended.		
			-		Committee set the Superintendent's sa proposed amendment to Addendum I to		
FOLLOW-UP							
APPROX. TIME		30 min.					
ATTACHMENTS			MENTS		ane Baum t's Summative Evaluation t's Employment Contract		



Acton-Boxborough Regional School Committee

15 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

To: Acton-Boxborough Regional School Committee Members

From: Diane Baum, Chair

Date: 6/11/2019

Re: 2019 Superintendent Evaluation

At our meeting on Thursday, June 13th, I will be asking for your vote to accept the annual summative review for Superintendent Peter Light. In preparation for our deliberation, I have attached a composite summary based on all feedback received. Please read through this carefully for our June 13th business meeting, as it will form the basis for our discussion and vote. As a reminder, section five of our contract with Superintendent Light stipulates that the committee shall provide the Superintendent with a written summative evaluation report by June 15th of each year and must discuss his performance during a school committee business meeting.

I look forward to our discussion and vote (no second read) on Thursday.

Summative Composite Evaluation Peter Light, Superintendent

Acton-Boxborough Regional School Committee June 2019

This has been a great first year for Peter. This is the overwhelming sentiment of the ABRSD School Committee in its 2019 evaluation. More specifically, members noted that Peter is an invested leader who engages in tough conversations with respect and compassion, is a good fit for our district and a joy to work with. Members felt that after the past several years of tumult and inconsistency in our leadership structure, Peter has brought stability, transparency and an openness that seems to put everyone at ease. Members were impressed with his thorough and close-up investigation of our district and appreciated his entry findings, especially the scaffolding and structure it provided for a continued conversation that had already been happening on an ad hoc basis around culture and education, maintaining academic rigor while reducing stress and improving mental health.

Members expressed admiration for Peter's forthrightness and willingness to bring past initiatives to fruition while continuing to ask questions about initiatives that have stalled. We feel he is deeply thoughtful about what he heard and learned this year and that he is a gifted orator and negotiator, able to diffuse uncomfortable situations with knowledge, authority and humor.

Members believe that the district is currently at a crossroads and that Peter has set realistic, robust goals and articulated a vision for areas where we have room to improve while also recognized excellence in our programming. We consider his Entry Plan a blueprint for change and a great start to the hard conversations that the district and community need to have. Members feel that next steps are going to be difficult and will challenge the status quo and that those who are uncomfortable with change will have to decide if they are committed to the vision for the future. We would like to see the priorities identified in it transformed into goals, policies, guidelines and best-practices that will help move the Acton-Boxborough learning community to the next level.

INSTRUCTIONAL LEADERSHIP

Members appreciated that Peter has prioritized teaching and learning as a future district goal and has highlighted the importance of addressing diversity in students' learning needs, styles, interests and readiness. It's clear that Peter wants to prepare all our students well for life after high school. Members noted his consistent messaging around calibration in key areas such as:

- teacher evaluations
- social-emotional skill-building
- anti-bias training through staff participation in the SEED program

- alignment of school improvement plans with district goals and
- promoting a shared commitment to the idea that all students need to be loved, valued, challenged and supported.

Members were truly impressed that Peter has so quickly achieved a strong working knowledge of our district's strengths and challenges in the area of teaching and learning and, guided by rigorous data collection has begun to scaffold change. Members view the coaching model and new high school schedule as functional examples of this. Several members commented that they appreciated the way Peter balanced the unique character and focus of our elementary schools with greater cohesion around best-practices in targeted areas.

Suggested areas to improve included:

- strengthening the connection between SIPS and measurable outcomes
- developing a principal evaluation tool which one member noted is a goal that Peter has identified as having the potential to positively impact teaching and learning

There was an interesting rift between members who wanted increased transparency by making the following documents public: teacher evaluations, survey data and college admissions statistics. These members suggested that, given our high school's major task is college preparation and over 96% of our graduates attend college, these members felt this would not only be beneficial but would serve as one of the most important data points (in addition to MCAS) that should inform adjustments to teaching and learning; however, other members commented on the critical importance of empowering a Data Inquiry Teams of educators, building leaders and parents to identify and vet how educational programming could be improved at multiple levels (not just in high-stakes testing) through the use of both quantitative and qualitative data as well as ClearGov data benchmarking.

MANAGEMENT & OPERATIONS

Peter received several exemplary rating on this standard. Members noted continual progress this year in how Peter manages processes by going beyond task completion to thinking about longer term planning. An example of this is the Capital Improvement Plan. Peter oversaw the final stages of the development of the district's capital improvement plan which had a limited scope-and-sequence and lacked clear funding sources when he arrived in AB; he was actively involved in all stages of its development and there was broad consensus among committee members that he did an exceptional job presenting the plan to school committee, town boards and community groups. He also received an exemplary rating from members for the FY20 budget process which not only reflects district goals and stays very close to a 2% increase but also brought to fruition our long-term vision for our aforementioned capital needs. Additionally, under Peter's leadership the School Committee instituted policies for the district's Excess & Deficiency and Stabilization Funds which also demonstrates long-term vision and planning.

Peter also worked diligently to become a resource and spokesman for the new school building project and ensured that we were meeting all requirements of the feasibility and design stages in the MSBA process. He quickly acquired a detailed, working knowledge of this project so that, in a very short time, it became impossible to tell that he had not been involved since its inception.

Although some of our MSBA targets have not been met this year members noted that we have remained largely on track, and Peter has demonstrated that he is more than capable of helping to manage this massive project.

Regarding general operations, several members praised Peter for his transparency around our historical use of legal counsel for special education cases and emphasized the need for Peter to continue to ensure compliance with state and federal laws and mandates, school committee policies, ethical guidelines and our various agreements in this area and generally.

Suggested areas to improve in this standard include the following:

- As we begin to implement our capital improvement plan, one member emphasized the need to develop protocols that allow stakeholders a more proactive voice in projects along the lines of an Open Government Partnership model.
- Several member would like to see Peter continue to work on improving bus service to ensure student safety.
- Several members urged Peter to use root causes analysis to continue to develop plans to address students' mental health needs; "the more we do this the better we will be able to address the challenges we are seeing in our schools."

A WORD ON EQUITY

Members indicated that they feel the district is making progress on equity issues (District Improvement Goal 4) and that the values of equity and inclusivity were more consistently applied this year and the strategic actions met, but members emphasized that we can't say that we have met the intent of this goal.

For example, we feel that our existing practices around family contributions for school supplies and field trip assistance is a great first step, but there is broader concern with the level of outside fundraising that goes to support educational and extra-curricular programs which led one member to wonder "how many students don't perform in a play, compete in a sport or choose an elementary school because of the burden of additional expected donations to support these activities" and felt we should be doing more to remove the financial burden from those who want to but can't participate.

Moreover, while members overwhelmingly applauded the work the district has done to introduce more rigor into the hiring process and are aware that securing an ethnically and cultural diverse staff in education is a problem throughout the Commonwealth, we want to see results. As one member put it, "I think this goal needs a commitment, not just an effort."

FAMILY AND COMMUNITY ENGAGEMENT

Peter received several exemplary ratings on this standard. Members appreciated that Peter "opened his office door to the community as soon as he joined AB" and established many channels to hear different voices. He invited families to take part in the school community and share their input, he attended monthly roundtables with PTO boards, and participated in a Cultural Conversation in December in which Peter's ability to raise important and challenging issues combined with his adeptness in conveying his deep appreciation for understanding different perspectives won him the respect and trust of the attendees.

In additional to participating on district and town boards such as the SBC and ALG, members noted that Peter was a constant presence at school and community forums and events (often in the evenings and on weekends) including, to name just a few, Fifer's Day 2018 in Boxborough which he made a point of attending even prior to his official start date of July 1st, the ACLS's annual Chinese New Year celebration, the Madrigals concert and countless other school choral and theatrical performance and celebrations. He attended a recent screening of Schindler's List at the High School which was followed by a conversation with Rena Finder. He participated in the Out of the Darkness Walk for Suicide Prevention held in April and in many, many other events too numerous to reiterate here.

Peter provided updates twice per month to families on issues important to the community and often featuring the work that students, teachers and staff were doing across the district (e.g., participation in Special Olympics, recognition of clubs, sports teams, teachers and departments who had won awards, etc.). One member mentioned hearing many community members remark on the clarity and depth of Peter's communiques to the community including those about losing a student early in the summer to suicide and addressing several hate crimes that took place at the high school and junior high school.

PROFESSIONAL CULTURE

Members commented that Peter has high standards, personally, and fosters a commitment to high standards in others. Members pointed to the strength and integrity of his responses on difficult issues as examples of his commitment to building and maintaining a professional culture. It was also noted that he quickly built a strong working relationship with his senior leadership and district leadership teams and developed enough trust that he is delegating work as appropriate. One member described the sense of cohesion, unity and respect among building-based and district leadership teams this year as palpable.

Areas to improve include:

- fostering a commitment to high standards with the rest of the community
- strengthening a commitment to high standards and professionalism between the senior leadership team and all School Committee members

In conclusion, members overwhelming noted that Peter exceeded their expectations of a new Superintendent in many areas. He is extremely committed, intelligent and

hardworking and members were unanimous in their enthusiasm to continue this work together. For these reasons, the Acton-Boxborough Regional School Committee hereby gives the rating of PROFICIENT to Peter Light, Superintendent of the Acton-Boxborough Regional School District on the indicators of Instructional Leadership, Management & Operations, Family & Community Engagement and Professional Culture.

Diane Baum, Chair Acton-Boxborough Regional School Committee



Acton-Boxborough Regional School District Superintendent's Contract of Employment

This contract made as of July 1st, 2018 by and between the Acton-Boxborough Regional School Committee, hereinafter referred to as the "Committee" and Peter Light, hereinafter referred to as the "Superintendent."

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Committee has appointed Peter Light as the Superintendent of Schools and he has accepted said position; and,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

I. <u>Employment</u>

The Committee agrees to employ Peter Light as Superintendent of The Acton-Boxborough Regional School District, hereinafter referred to as the "District," from July 1, 2018 through June 30, 2021. If, prior to October 15, 2020, the School Committee has not provided the Administrator with notice of non-renewal of this contract, then the contract shall be extended for an additional one year period.



II. Licensure

The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate Massachusetts Department of Elementary and Secondary Education license qualifying him to act as Superintendent of Schools in public schools in the Commonwealth of Massachusetts.

III. Responsibilities/Duties

The administration of school policy set by the Committee and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59. The parties hereto agree that:

- (A) The Superintendent agrees to all of the lawful rules, regulations and policies as determined by the Committee, as well as to all of the provisions of the General Laws of Massachusetts relating to education, the schools and the legal functions and responsibilities of Superintendents of Schools. In the event that the Committee adopts a rule, regulation or policy that is in conflict with any portion of this Agreement, then this Agreement or state law shall prevail.
- (B) The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District consistent with State Law and contract obligations.
- (C) The administration of policy; the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget; and the direction of employees of the District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by the staff under his direction.
- (D) The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all Committee meetings thereof (other than, to the extent permitted by applicable law, meetings concerning the Superintendent's employment) and shall serve as advisor to the Committee and make recommendations on all matters affecting the District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee's table.

Our Mission is to prepare all students to attain their full potential as life-long learners, critical thinkers, and productive citizens of our diverse community and global society.



- (E) Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.
- (F) The Committee shall make no agreement with any other employee group or individual that would unlawfully interfere with the Superintendent's carrying out of statutory, managerial, administrative or supervisory responsibilities.
- (G) The Committee shall not adopt any policy, by-law or regulation which unlawfully impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally or reasonably associated with the position of Superintendent of Schools in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.
- (H) The Superintendent shall be responsible for providing an excellent standard of primary and secondary education for the public school students of Acton and Boxborough. The Superintendent shall perform his duties and responsibilities in a professional and competent manner.

IV. Other Activities

The Superintendent may undertake and engage in consultative work and speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided these engagements do not take away from his duties as Superintendent or conflict with Chapter 268A of Massachusetts General Laws. If during normal working hours, such work will be conducted using the Superintendent's personal or vacation days.



V. Evaluation

The Committee shall evaluate the performance of the Superintendent in writing in accordance with the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation guidelines for Superintendent, in accordance with mutually agreed upon goals and process. The Summative Evaluation Report will be provided to the Superintendent in writing no later than June 15th each year.

- (A) In the event the Committee determines that the performance of the Superintendent is "Needs Improvement" or "Unsatisfactory", they shall describe in writing, in reasonable detail, their concerns.
- (B) In addition, the Superintendent shall meet with the Committee at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.

VI. Regular Compensation

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Superintendent's regular compensation shall include, in consideration for services provided:

(A) Salary

The Committee shall provide the following salary as part of the Superintendent's compensation:

1. Salary

Effective July 1, 2018, the Committee shall pay the Superintendent an annual salary of one-hundred-ninety-seven-thousand dollars (\$197,000). The Superintendent's Salary and Employment history are shown as an Addendum.

In addition to this salary, Mr. Light will be paid \$758 per diem rate for up to five (5) days of work in the district in the 2017-2018 school year to prepare for his transition to the district on July 1, 2018.

Our Mission is to prepare all students to attain their full potential as life-long learners, critical thinkers, and productive citizens of our diverse community and global society.



- 2 . By June 30th of each year, the Committee will determine, in their sole discretion, whether or not to increase the Superintendent's salary. Changes in salary will be reflected by updating the attached salary Addendum. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
- 3. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. At the Superintendent's discretion, a portion of his total salary may be paid into an annuity. All sums, including but not limited to all salary or benefits due under any provision of this Article, due upon resignation, termination, or death shall be paid to the Superintendent or his estate in the pay period next following same or upon appointment of a fiduciary for the estate.

(B) Insurance, Fringe Benefits and Compensation for Services

1. Medical/Life Related Insurances

a. Health Insurance

The Superintendent will be offered health insurance benefits on the same terms as are provided to other administrators of the School District as described in the Administrators' Benefits Manual dated as of July 1, 2017, and as amended from time to time by the Committee.

b. <u>Life Insurance</u>

The Committee will provide the cost of life insurance for the Superintendent to cover 90% of his annual salary (rounded down to the nearest \$1,000).

c. Liability Insurance

The District will provide liability insurance for the Superintendent under the provisions of the policy currently covering Central Office Administrators.



2. Leaves of Absence

a. Sick Leave

The Superintendent shall be credited with thirty (30) sick leave days at the time of hire and entitled to eighteen (18) days of paid sick leave for each year. Accumulated and unused sick leave shall be carried over from year to year. There will be no buy out for accumulated sick days upon resignation, retirement, termination, or death.

Sick leave may be taken when the Superintendent is prevented from working because of actual personal illness or injury, or because of a serious illness of or injury to a member of the Superintendent's "immediate family." "Immediate family" shall be defined as the Superintendent's spouse, children, parents, siblings, or the parents or children of his spouse, or any other close family member who resides in the Superintendent's household.

b. Extended Paid Sick Leave

When the Superintendent has served the districts for at least one (1) full school year, he shall have an extended sick leave account which may be utilized if he is prevented from working because of personal illness or injury. In order to be eligible to use extended paid sick leave during a period of absence due to personal illness or injury, the Superintendent must meet the following conditions:

- (1) All of the Superintendent's accumulated sick leave must have been exhausted.
- (2) The Superintendent must furnish to the Committee a physician's certificate attesting that the illness or injury disables the Superintendent from working and is expected to continue for at least thirty (30) work days. Thereafter, the Superintendent may be required to furnish further medical certification. The Committee reserves the right to have its physician examine the Superintendent.
- (3) The maximum number of days of extended paid sick leave in the Superintendent's account shall be based upon the number of full school years he has served the Committee, as follows:

Our Mission is to prepare all students to attain their full potential as life-long learners, critical thinkers, and productive citizens of our diverse community and global society.



www.abschools.org

	Maximum Number of
Number of Full School Years of Service	Extended Sick Leave
for the Committee	Days
At least 1 year but fewer than 5 years	45 days
At least 5 years but fewer than 10 years	90 days
At least 10 years	120 days

c. Bereavement Leave

At least 10 years

The Superintendent shall ordinarily be entitled to three (3) consecutive days of leave without loss of pay for time necessarily and actually lost by reason of a death in the immediate household or immediate family member. The members of the "immediate family" shall be the Superintendent's spouse and the parents, children or siblings of the Superintendent or his/her spouse. Subject to approval by the Chair of the Acton-Boxborough Regional School District Committee, additional days may be taken for reasons such as: travel, distance and time, legal matters, religious reasons, delayed funeral or other unforeseen circumstances.

d. Personal Leave

The Superintendent will be granted five (5) days of personal leave each year. Personal leave is not carried over from year to year.

Vacation

The Superintendent will be eligible for twenty (20) vacation days. Each year's total allotment of vacation days shall be available on the first day of the fiscal year.

- a. The Superintendent can carry over no more than 20 vacation days from year to year, any days in excess of this carry over are lost.
- b. All accumulated vacation time will be paid to the Superintendent (or his estate) in the next pay period following resignation, retirement, termination, or death prorated at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.
- c. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, reasonable time off during the day for



personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

d. The Superintendent shall also be entitled to all paid legal holidays granted to twelve month employees of Acton Boxborough Regional School District.

4. Tuition Reimbursement

a. The Superintendent will be reimbursed for fees and tuition for courses, including in-service courses, which are taken with the advance written approval of the Chair of the School Committee. This approval will be subject to the limits of the budget for course reimbursement. The course must be completed with a grade B- or better. Such reimbursement shall be received by the Superintendent upon presentation of the bill from the Bursar for payment for the course.

Should the Superintendent not complete the course with a B- or better, then the fee and tuition for the course will be deducted from the Superintendent's pay check. The Superintendent shall execute an authorization for the deduction of such amount from his pay.

b. The amount necessary to pay the reasonable expense (including fees, meals, lodging and/or transportation) incurred by the Superintendent in attending workshops, seminars, conferences or other professional improvement sessions will be budgeted by the School Committee.

VII. Medical Examination

The Committee agrees to bear the cost of a full annual physical examination of the Superintendent upon request by the Committee, and the Superintendent shall provide a summary by the examining physician of findings.



VIII. Termination

The Parties may terminate this Agreement at any time by mutual agreement.

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving written notice of this intention to the Committee no later than October 15th of any year during the term of this agreement (to be effective on the following June 30), or by giving a minimum of six months' notice to the Committee. The Superintendent's failure to give full and timely notice shall constitute "good cause" for termination.

The Committee may terminate this contract at any time without further obligation by a majority vote for any of the following reasons: inefficiency, incapacity, incompetence, conduct unbecoming to a superintendent, insubordination, or other good cause. Where termination is effected for good cause, a hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented at such hearing by counsel who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide fourteen (14) days' written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action, including copies of all relevant documents on which the Committee intends to rely for such action.

Termination of the Superintendent's appointment shall terminate this agreement.

IX. Resignation

There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect and the Superintendent has notified the Committee of his resignation in writing by October 15 of the school year in which he resigns effective June 30 of that school year.

Our Mission is to prepare all students to attain their full potential as life-long learners, critical thinkers, and productive citizens of our diverse community and global society.



X. Arbitration

(A) Scope of Controversy

Any claim alleging the breach of this contract shall be settled and determined solely and exclusively by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association and an award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C, then relative to the arbitration of employment disputes. The parties expressly waive any right to assert such claims in any other forum.

(B) Arbitrator's Authority

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party. In the case of a termination, if the arbitrator determines that the termination was not for good cause, his authority is limited to awarding the Superintendent monetary damages which may not exceed what the Superintendent would have been entitled to had his contract not been terminated prior to its expiration. In no case shall such award order or require the reinstatement of the Superintendent to his position.

XI. <u>Indemnification</u>

- (A) The Committee shall at all times indemnify and hold the Superintendent harmless to the maximum extent and in accordance with the terms of MGL c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable, provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay, subject to any applicable legal limits.
- (B) This indemnification provision, Article XI, A. and B. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

Our Mission is to prepare all students to attain their full potential as life-long learners, critical thinkers, and productive citizens of our diverse community and global society.



(C) If the Superintendent fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against the Superintendent, then the Committee will be under no obligation to indemnify the Superintendent pursuant to this section of this Agreement beyond that required by Chapter 258.

XII. <u>Liability Insurance</u>

The Committee agrees to maintain a policy or in the alternative to reimburse the Superintendent for annual premiums the Superintendent pays for the duration of the term of this agreement, for the Superintendent to be covered as a named insured under the School Districts' professional liability insurance policy.

XIII. Entire Agreement

This contract embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except in writing and signed by the party against whom enforcement thereof is sought. This contract supersedes all prior agreements between the parties, and all such prior agreements shall be without further effect.

XIV. <u>Invalidity</u>

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.



IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

Amy Krishnamurthy

Chair, Acton-Boxborough Regional School Committee

4-2-18

Date

Peter Light, Superintendent

Acton-Boxborough Regional Schools

4-2-18

Date



ADDENDUM I

Enacted on

July 1, 2018

To the

Contract of Employment

For Peter Light

Superintendent of Schools

Employment & Salary History:

Period

Salary (annualized)

7/1/18-6/30/19

\$197,000

7/1/19-6/30/20

7/1/20-6/30/21

Future salary changes will be added to this addendum. Such changes shall not otherwise modify or affect the terms of this contract, which shall remain in full force and effect in accordance with its terms.

Amy Krishnamurthy

Chair, Acton-Boxborough Regional School Committee

7-2-1

Date

Peter Light, Superintendent

Acton-Boxborough Regional Schools

4-2-18

Date



ADDENDUM II

Enacted on
July 1, 2018
To the
Contract of Employment
For Peter Light
Superintendent of Schools

The Committee requests that Mr. Light take part in the "New Superintendent Induction Program" offered by the MA Department of Elementary and Secondary Education and MASS, and agrees to pay for this program. The charges for the New Superintendent Induction Program will be paid directly by the District and are estimated to be as follows:

Year 1 \$4,800

Year 2 \$3,500

Year 3 \$3,500

Amy Krishnannurthy

Chair, Acton-Boxborough Regional School Committee

Peter Light, Superintendent

Acton-Boxborough Regional Schools

4-2-18

Date

. --(--

Date



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

						
MEETING DATE			6.13.19	AGENDA ITEM NUMBER	3.b	
	AGENI	DA ITEM TITLE	School Building Committee Update			
	: P	RESENTER(S)	Peter Light			
	SUMMA	ARY OF TOPIC	An update on the June 5 Facilities Assessment Subcommittee (FAS) meeting with the MSBA as well as Community Forum to be held on June 10 and other progress on the project.			
						
WHA	T ACTION (if a	ny) DO YOU WI	SH SCHOOL COMMITTE	E TO TAKE?		
x	No action re	quested - this is	a short update or presenta	ation of information		
	Request inp	ut and questions	from the School Committee	ee, but no vote required	, ,	
	Request formal action with a specific vote:					
		If formal action	is requested, is this item being presented:			
		for the OR	first time, with a request th	nat the School Committee vote at a sul	osequent meeting	
		with the	e request that the School Committee take action immediately			
If forn	nal action is	requested, inc	lude a suggested mot	ion or contact Beth Petr.		
	SUGGES	STED MOTION				
		FOLLOW-UP				
		TIME FOR THE DA ITEM (MIN.)	7 min.			
	A	TTACHMENTS	 June 10th Community Forum flyer PSR Review Comments from MSBA MSBA FAS Presentation 6/5/19 Boxborough Preschool Outreach Presentation 5/9/19 			



Acton-Boxborough Regional School District / Open Enrollment and Twin School Success



Families from anywhere in the two towns can attend any elementary school

No neighborhood schools — Schools centrally located

- » 5 on main school campus
- » 2 on West Acton Campus(1/2 mile apart)

Allows innovation and uniqueness of philosopy

Provides parent choice 8 Superintendents



Successful twin school model, supported by the community Cost savings benefits:

- » One school building to build and operate
- » Shared spaces (Library, Cafeteria, Gym, Playgrounds)
- » Shared staffing (Custodians, Food Services, OT/PT, Speech, Bus Drivers)
- » Reduced construction costs to build one building instead of two
- » 5 Superintendents





- » Strong preference for a second twin school
- » Will provide solutions for two elementary schools and Preschool in three years instead of 10-15 years
- » Much less expesive than two schools over time

Acton-Boxborough Regional School District / Evolution of Educational Program

- » Library/Media Center and STEAM labs central to the facility
- » Each school has unique identity
 - » Early Childhood Program wing separate and accessible on ground floor
 - » Shared spaces and community spaces on ground floor
 - » Gates on second floor
 - » Douglas on third floor
 - » Each school program identified by colors
- » Extended Learning Commons on ground floor
- » Landscape brought into the building; outdoor learning spaces and playspaces reflect beautiful landscape
- » Exterior reflects Acton and Boxborough traditions and history



Acton-Boxborough Regional School District / Feedback from Community, Teachers, Staff, and Students

2016-2017	Fall 2018	March 2019	April-June 2019
» Master Planning Visioning	» Visioning and surveys	» Teachers' feedback» 3 full days	staff meetings,
» 12 Community Forums; Surveys	» Confirmed preference for twin	» Design planning	school-based feedback
» Do not eliminate a school program	Do not eliminate a school		» Preschool forums» Community forums
» Preference for twin school plus Preschool	» Strong preference for West Acton		

Key takeaways from feedback in bold

Acton-Boxborough Regional School District / Space Summary Template Deviations

» School Offices

Critical to maintaining unique identity of each school with Gates and Douglas each having a school office where parents sign in when visiting, students visit as needed, etc.

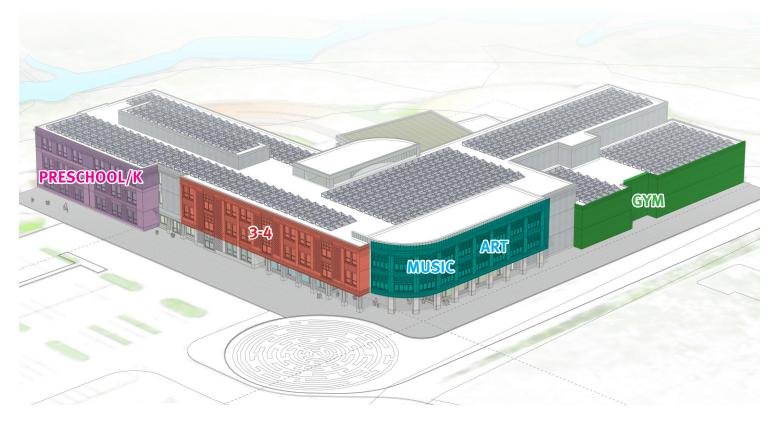
» Cafeteria

A moveable dividing wall will reduce noise and activity during lunches with 330 students. One regular stage on one side and a platform on the other will allow each school to schedule rehearsals/events at the same time. Opening the wall will allow for all school meetings and performances including parents

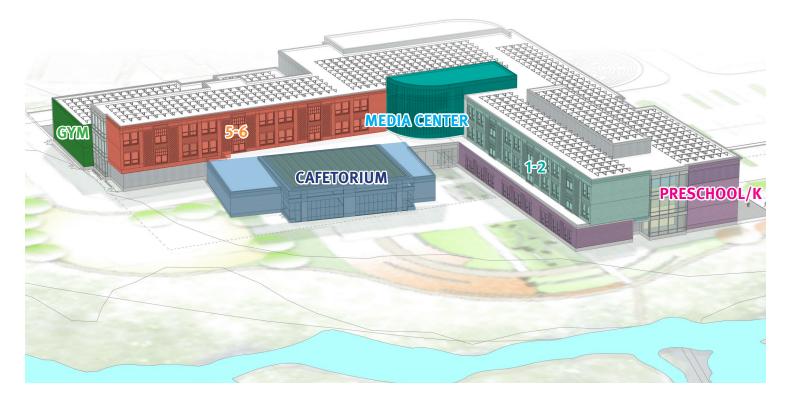
» Preschool and Special Education Programs

Some spaces that exceed MSBA guidelines are in the preschool and special education programs

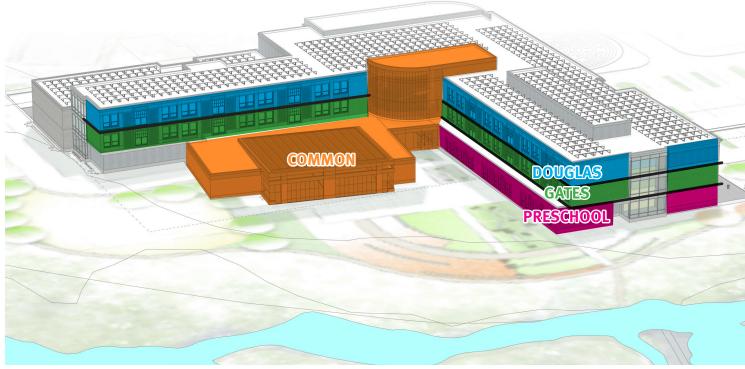
Douglas & Gates Elementary Schools / Building Organization



PROGRAM STACKED VERTICALLY



SCHOOLS BY FLOOR



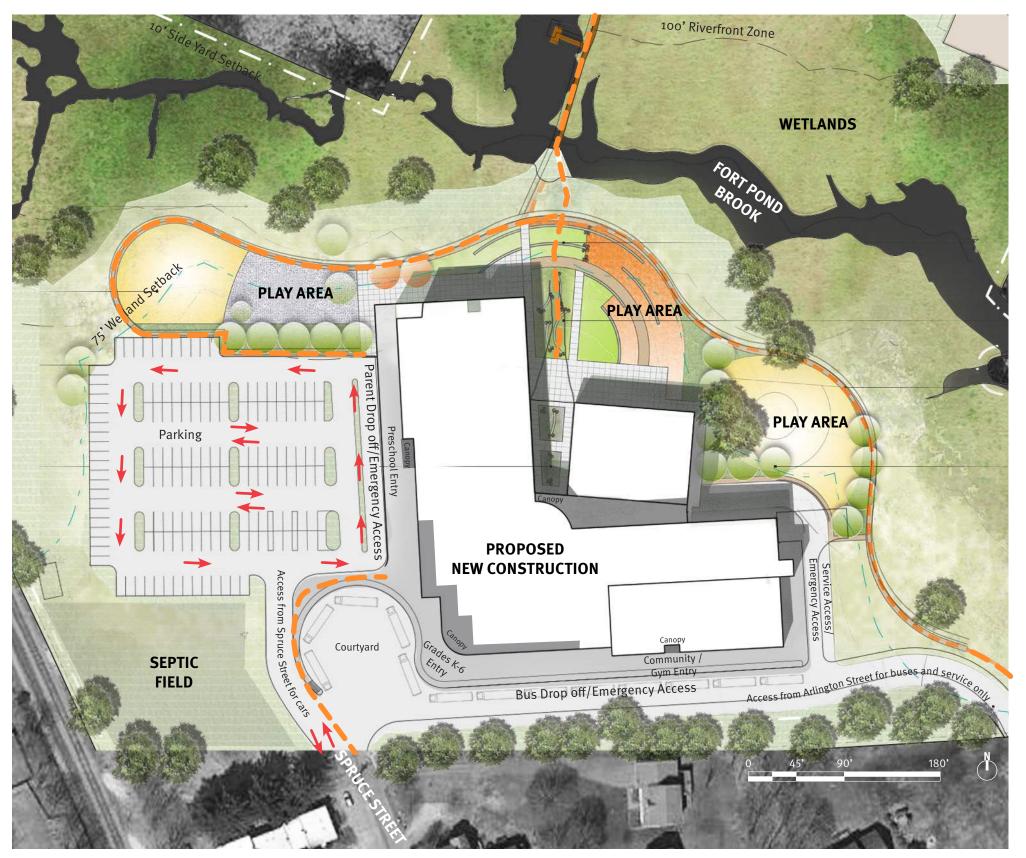
Douglas & Gates Elementary Schools / Overall Site Circulation



Site Circulation Considerations

- » Vehicular traffic approaches from Spruce Street
- » Bus traffic approaches from drive off Arlington Street; designed to accommodate 13 buses Douglas & Gates currently share
- » Parking on both Spruce & Elm Street sides with upgraded boardwalk

Douglas & Gates Elementary Schools / Facility Site Circulation



Site Circulation Considerations

- » Vehicular traffic approaches from Spruce Street
- » Bus traffic approaches from drive off Arlington Street; designed to accommodate 13 buses Douglas & Gates currently share
- » Emergency vehicle access
- » Service access away from learning spaces on ground level
- » Dedicated entry for Preschool
- » CASE Collaborative Classrooms on ground level with exterior doors to facilitate transportation

Programming Plan Level 1 / Administration, Preschool, Cafetorium, and Gymnasiums



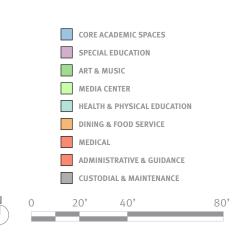
- » STEAM Lab locations
- » Multipurpose Room locations
- » Cafetorium, Servery, and Kitchen development
- » Service and delivery entry development
- » Additional entries in the building for Gym, Nurse, Service and optimal egress

Programming Plan Level 2 / Gates Elementary School



Changes since Updated PSR

» Media Center development

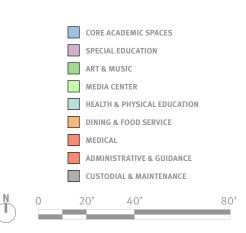


Programming Plan Level 3 / Douglas Elementary School



Changes since Updated PSR

» Media Center development



Douglas & Gates Elementary Schools / Special Education and Inclusion Supports



(6) Self-contained Special **Education Classrooms**

- » (2) CASE Collaborative
- » (2) Language Learning Resource Program
- » (2) Intensive Supports Resource Program

Small Group Rooms

- » (3) Grade-level Learning Centers per school program
- » Early Childhood and Elementary Speech & Language Rooms
- » Sensory Rooms per level

OT/PT in central location

Every classroom shares a breakout space for push-in support

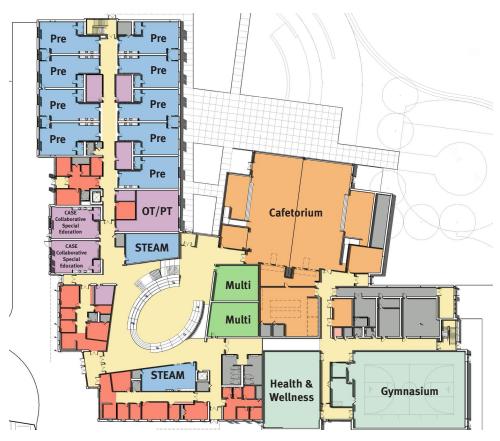
Douglas & Gates Elementary Schools / Example of a Consolidated School

Program Functions would remain

- » Main entry, interior circulation, Cafeteria and Gyms would function the same
- » Anticipated similar staffing levels but adminstration space assignments could change

Learning Spaces

- » Anticipated similar spaces needed for special education, art, music, media center, and supports
- » Core classroom allocation could change to accommodate cross-level learning or grouping by developmental similarities



EXAMPLE OF CONSOLIDATED SCHOOL LEVEL 1



EXAMPLE OF CONSOLIDATED SCHOOL LEVEL 2



Douglas & Gates Elementary Schools / Building Massing







Douglas & Gates Elementary Schools / Sustainability and Building Performance

Net Zero Energy Goal

- » Interested in reducing on-site combustion
- Target EUI of 28
- » < WWR 30%
- » Passive House level insulation
- » High performance windows/ frame
- » Air tightness: potentially to PH standards
- » Ground source heat pump
- » Demand controlled ventilation
- » All electric boiler
- » LED fixtures
- » Orientation-dependent solar control
- » Sub-metering and monitoring
- » Student / staff engagement
- » High efficiency equipment
- » Envelope, HVAC Commissioning

Net Zero Water Goal

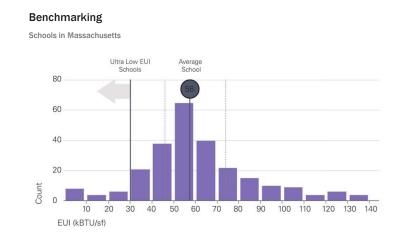
- » To meet demand, focus on the collection of roof rainwater with storage for use in toilet flushing
- » Treat blackwater with onsite septic system
- » Use porous pavement strategy to increase site infiltration
- » Net Zero Water as a teaching tool

Net Zero Waste Goal

- » Teach children about deconstruction, on site
- » Important for community to understand where the waste is going/how it's being handled
- » Opportunities to donate existing materials
- » Targeting 75% diversion by weight, and developing a comprehensive Waste Recovery Plan for reuse / salvage within 1,000 miles

Other Building Performance

- » Calculating embodied carbon of new construction metric
- » Calculated travel time within building based on current master schedules to compare existing facilities to new
- » Working on Sustainability Owner's Project Requirements
- » Ongoing collaboration with Eversource and Seventhwave
- » Open conversations with Town of Acton Land Use Boards to collaborate with local Acton and Boxborough initiatives, programs, and citizen-led groups





Feasibility Study / Summary of Preliminary Design Pricing

	Option (Description)	Total Gross Square Feet	Square Feet of Renovated Space (cost*/sf)	Square Feet of New Construction (cost*/sf)	Site, Building, Takedown, Haz Mat. Cost *	Estimated Total Construction** (cost*/sf)	Estimated Total Project Costs
1	Option 1 — Douglas Site, 650 Enrollment (Code Upgrade/ Base Repair)	48,324 sf	48,324 sf \$338.53/sf		\$2,024,547	\$18,383,889 \$380.43/sf	\$24,393,571
2	Option 2 — Douglas Site, 650 Enrollment (Addition/Renovation)	125,160 sf	30,000 sf \$422.87/sf	95,160 sf \$468.18/sf	\$11,729,794	\$68,968,166 \$551.04/sf	\$91,513,767
2.1	Option 2.1 — Douglas Site, 650 Enrollment (New Construction)	125,160 sf		125,160 sf \$470.51/sf	\$15,750,007	\$74,639,166 \$596.35/sf	\$99,038,609
2.2	Option 2.2 — Conant Site, 650 Enrollment (New Construction)	125,160 sf		125,160 sf \$479.95/sf	\$13,904,716	\$73,975,818 \$591.05/sf	\$98,158,414
2.7	Option 2.7 — Gates Site, 990 Enrollment (Code Upgrade/ Base Repair)	55,933 sf	55,933 sf \$333.68/sf		\$2,342,707	\$21,006,197 \$375.56/sf	\$27,873,095
2.8	Option 2.8 — Gates Site, 990 Enrollment (Addition/Renovation)	177,645 sf	55,933 sf \$420.03/sf	121,712 sf \$465.04/sf	\$17,113,130	\$97,297,344 \$547.20/sf	\$128,984,294
2.9	Option 2.9 — Douglas Site, 990 Enrollment (Addition/Renovation)	177,645 sf	30,000 sf \$420.09/sf	147,645 sf \$465.10/sf	\$15,568,896	\$96,841,395 \$545.14/sf	\$128,498,717
3	Option 3 — Douglas Site, 990 Enrollment (New Construction)	177,645 sf		177,645 sf \$464.86/sf	\$15,560,979	\$98,141,757 \$552.46/sf	\$130,224,165
4	Option 4 ***— Gates Site, 990 Enrollment (New Construction)	177,645 sf		177,645 sf \$455.65/sf	\$17,762,163	\$98,707,668 \$555.64/sf	\$130,973,745
4A	Option 4A ***— Gates Site, 990 Enrollment (New Construction)	177,645 sf		177,645 sf \$455.65/sf	\$17,762,163	\$98,707,668 \$555.64/sf	\$130,973,745
4.1	Option 4.1 — Gates Site, 990 Enrollment (New Construction)	177,645 sf		177,645 sf \$471.34/sf	\$18,457,515	\$102,184,957 \$575.22/sf	\$137,949,692
4.6	Option 4.6 — Conant Site, 1,015 Enrollment (Code Upgrade/ Base Repair)	55,017 sf	55,017 sf \$333.67/sf		\$2,654,794	\$21,012,093 \$381.92/sf	\$27,880,918
4.7	Option 4.7 — Conant Site, 1,015 Enrollment (Addition/Renovation)	177,645 sf	55,017 sf \$420.17/sf	122,628 sf \$465.19/sf	\$16,223,549	\$96,384,848 \$542.57/sf	\$127,892,925
4.8	Option 4.8 — Douglas Site, 1,015 Enrollment (Addition/Renovation)	177,645 sf	30,000 sf \$420.09/sf	147,645 sf \$465.10/sf	\$15,568,896	\$96,841,395 \$545.14/sf	\$128,498,717
4.9	Option 4.9 — Douglas Site, 1,015 Enrollment (New Construction)	177,645 sf		177,645 sf \$464.86/sf	\$15,560,979	\$98,141,757 \$552.46/sf	\$130,224,165
5	Option 5 — Conant Site, 1,015 Enrollment (New Construction)	177,645 sf		177,645 sf \$455.93/sf	\$16,160,302	\$97,154,051 \$546.90/sf	\$128,913,579
5.1	Option 5.1 — Conant Site, 1,015 Enrollment (New Construction)	177,645 sf		177,645 sf \$471.83/sf	\$16,396,846	\$100,214,874 \$564.13/sf	\$135,290,080

^{*} Marked up Construction Costs

Changes from the March 13, 2019 is due in part to a April 2019 update to the MSBA Space Summary Template. The gross square footage has been adjusted to include (2) STEAM Labs. Appendix BB— Budget Estimate reflects the February 20, 2019 PSR submission gross square footage.

^{**} Does not include Construction Contingency *** District's Preferred Solution

Massachusetts School Building Authority

Deborah B. Goldberg

James A. MacDonald

John K. McCarthy
Executive Director / Deputy CEO

Chairman, State Treasurer

Chief Executive Officer

May 29, 2019

Mr. Peter Light, Superintendent Acton-Boxborough Regional School District 16 Charter Road Acton, Massachusetts 01720

Re: Acton-Boxborough Regional School District, C.T. Douglas Elementary School

Dear Mr. Light:

The Massachusetts School Building Authority (the "MSBA") is forwarding review comments for the Module 3 Feasibility Study Preferred Schematic Report submission for the C.T. Douglas Elementary School project, received by the MSBA on May 8, 2019.

Responses to the attached comments shall be forwarded to the assigned Project Coordinator, Brittany Gomes (Brittany.Gomes@MassSchoolBuildings.org), through the Owner's Project Manager. Please review and return responses within 14 days of receipt of this letter.

If you have any questions or comments, please do not hesitate to contact Anthony Proia (Anthony.Proia@MassSchoolBuildings.org).

Sincerely,

Mary Pichetti

Director of Capital Planning

Attachments:

Attachment 'A' Preferred Schematic Report Review Comments

Attachment 'B' Preferred Schematic Report Space Summary Review Comments

Cc: Legislative Delegation

Joan Gardner, Chair, Acton Board of Selectmen John S. Mangiaratti, Acton Town Manager Susan Bak, Chair, Boxborough Select Board Ryan Ferrara, Boxborough Town Administrator Page 2 May 29, 2019 C.T. Douglas Elementary School

> Diane Baum, Chair, Acton-Boxborough Regional School Committee Marie Altieri, Deputy Superintendent, Acton-Boxborough Regional School District J.D. Head, Director of Facilities and Transportation, Acton-Boxborough Regional School District

Mary Brolin, Acton-Boxborough Regional School District Building Committee Dale Caldwell, Owner's Project Manager, Skanska USA Building, Inc. Chuck Adam, Owner's Project Manager, Skanska USA Building, Inc. Jim Burrows, Owner's Project Manager, Skanska USA Building, Inc. Larry Spang, Designer, Arrowstreet, Inc. Emily Grandstaff-Rice, Designer, Arrowstreet, Inc.

File: 10.2 Letters (Region 4)

ATTACHMENT A MODULE 3 – PREFERRED SCHEMATIC REPORT REVIEW COMMENTS

District: Acton-Boxborough Regional School District

School: C.T. Douglas Elementary School

Owner's Project Manager: Skanska USA Building Inc.

Designer Firm: Arrowstreet Inc. **Submittal Due Date:** May 8, 2019 **Submittal Received Date:** May 8, 2019

Review Date: May 8 - 28, 2019

Reviewed by: A. Proia, K. Brown, J. Jumpe

MSBA REVIEW COMMENTS

The following comments¹ on the Preferred Schematic Report ("PSR") submittal are issued pursuant to a review of the project submittal document for the proposed project presented as a part of the Feasibility Study submission in accordance with the MSBA Module 3 Guidelines.

3.3 PREFERRED SCHEMATIC REPORT

Overview of Preferred Schematic Submittal	Complete	Provided; Refer to comments following each section	Not Provided; Refer to comments following each section	Receipt of District's Response; To be filled out by MSBA Staff
OPM Certification of Completeness and Conformity				
Table of Contents	\boxtimes			
3.3.1 Introduction				
3.3.2 Evaluation of Existing Conditions		\boxtimes		
3.3.3 Final Evaluation of Alternatives		\boxtimes		
3.3.4 Preferred Solution		\boxtimes		
3.3.5 Local Actions and Approval Certification	\boxtimes			

¹ The written comments provided by the MSBA are solely for purposes of determining whether the submittal documents, analysis process, proposed planning concept and any other design documents submitted for MSBA review appear consistent with the MSBA's guidelines and requirements, and are not for the purpose of determining whether the proposed design and its process may meet any legal requirements imposed by federal, state or local law, including, but not limited to, zoning ordinances and by-laws, environmental regulations, building codes, sanitary codes, safety codes and public procurement laws or for the purpose of determining whether the proposed design and process meet any applicable professional standard of care or any other standard of care. Project designers are obligated to implement detailed planning and technical review procedures to effect coordination of design criteria, buildability, and technical adequacy of project concepts. Each city, town and regional school district shall be solely responsible for ensuring that its project development concepts comply with all applicable provisions of federal, state, and local law. The MSBA recommends that each city, town and regional school district have its legal counsel review its development process and subsequent bid documents to ensure that it is in compliance with all provisions of federal, state and local law, prior to bidding. The MSBA shall not be responsible for any legal fees or costs of any kind that may be incurred by a city, town or regional school district in relation to MSBA requirements or the preparation and review of the project's planning process or plans and specifications.

3.3.1 INTRODUCTION

	Provide the following Items	Complete; No response required	Provided; District's response required	Not Provided; District's response required	Receipt of District's Response. For tilled out by MSBA Stati
1.	Overview of the process undertaken since submittal of the Preliminary Design Program that concludes with submittal of the Preferred Schematic Report, including any new information and changes to previously submitted information				
2	Summary of updated project schedule, including				412
	a) Projected MSBA Board of Directors Meeting for approval of Project Scope and Budget Agreement				
	b) Projected Town/City vote for Project Scope and Budget Agreement	\boxtimes			
	c) Anticipated start of construction				
	d) Target move in date	\boxtimes			
3	Summary of the final evaluation of existing conditions	\boxtimes			
4	Summary of final evaluation of alternatives	\boxtimes			
5	Summary of District's preferred solution	\boxtimes			ЭЩ
6	A copy of the MSBA Preliminary Design Program project review and corresponding District response	\boxtimes			

MSBA Review Comments:

No review comments for this section.

3.3.2 EVALUATION OF EXISTING CONDITIONS

	Provide the following Items	Complete; No response required	Provided; District's response required	Not Provided; District's response required	Receipt of District's Response To be filled out by MSBA Staff
1	A narrative of any changes resulting from new information that informs the conclusions of the evaluation of the existing conditions and its impact on the final evaluation of alternatives				
2	If changes are substantive, provide an updated Evaluation of Existing Conditions and identify as final. Identify additional testing that is recommended during future phases of the proposed project and indicate when the investigations and analysis will be completed	×			

MSBA Review Comments:

1) The information provided indicates that the District executed a Power Purchase Agreement ("PPA") with Nexamp Capital in 2010. The PPA includes a buyout option which the District intends to exercise as part of this proposed project. All costs associated with the removal, relocation, storage, and reinstallation of the Douglas school's existing photovoltaic array will be ineligible for reimbursement and must be itemized in the District's subsequent submittal. Please acknowledge.

Note that all costs associated with the removal and abatement of underground storage tanks ("UST"), as well as the remediation, removal and disposal of any special waste or hazardous or contaminated materials are ineligible for MSBA reimbursement and must be itemized on all submitted cost estimates. In the District's subsequent Project Scope and Budget submittal, provide an updated cost estimate which itemizes costs associated with the removal, remediation, and disposal of the USTs and any contaminated soils to be removed as part of the proposed project.

No further review comments for this section.

3.3.3 FINAL EVALUATION OF ALTERNATIVES

Include at least three potential alternatives, with at least one renovation and/or addition option. Include the following for each alternative where appropriate:

	Provide the following Items	Complete; No response required	Provided; District's response required	Not Provided; District's response	Receipt of District's Response: To be filled out by
1	An applying of each magnetic site in 1. Ii.		7	required	MSBA Staff
1	An analysis of each prospective site including:		¥61 3 4		1447
	a) Natural site limitations				
	b) Building footprint(s)				
	c) Athletic fields	\boxtimes			
	d) Parking areas and drives	\boxtimes			直
	e) Bus and parent drop-off areas				
	f) Site access and surrounding site features.	\boxtimes			
2	Evaluation of the potential impact that construction				Park Frederick
	of each option will have on students and measures				
3	recommended to mitigate impact		-		1
3	Conceptual architectural and site drawings that satisfy the requirements of the education program		. 🔲		
4	An outline of the major building structural systems				
5	The source, capacities, and method of obtaining all utilities	\boxtimes			
6	A narrative of the major building systems	\boxtimes			
7	A proposed total project budget and a construction cost estimate using the Uniformat II Elemental Classification format (to as much detail as the		\square		TE
	drawings and descriptions permit, but no less than Level 2)				

-	Provide the following Items	Complete; No response required	Provided; District's response required	Not Provided; District's response required	Receipt of District's Response; To be filled out by MSBA Staff
8	Permitting requirements and associated approval schedule	\boxtimes			
9	Proposed project design and construction schedule including consideration of phasing	\boxtimes	7		
10	Completed Table 1 – MSBA Summary of Preliminary Design Pricing spreadsheet				

MSBA Review Comments:

The Final Evaluation of Alternatives reflected only the options studied by the District in its February 20, 2019 PSR submission. In response, the MSBA requested an update to the Final Evaluation of Alternatives to include the study of the current Preferred Solution as proposed by the District. The design team submitted updated sections of the submittal which included the Preferred Solution as proposed by the District for the May 8, 2019 PSR submission, under a new title (Option 4A), via email dated May 21, 2019.

7) The information provided includes a cost estimate for the Preferred Solution with an estimated construction cost of \$97,610,203. Table 1 – MSBA Summary of Preliminary Design Pricing indicates an estimated total construction cost of \$98,707,668. Confirm which construction cost is correct in response to this review. Additionally, in the District's subsequent Project Scope and Budget submittal, ensure that cost estimates and the Total Project Budget spreadsheet correspond.

No further review comments for this section.

3.3.4 PREFERRED SOLUTION

	Provide the following Items	Complete; No response required	Provided; District's response required	Not Provided; District's response required	Receipt of District's Response To be filled out by MSEA Staff
1	Educational Program	100			
	 Summary of key components and how the preferred solution fulfills the educational program 				
	b) Design responses including desired features and/or layout considerations	\boxtimes			
	c) Proposed variances to, and benefits of, any changes to the current grade configuration (if any) and a related transition plan				
2	Preferred Solution Space Summary				
	a) Updated MSBA Space Summary spreadsheet		<u> </u>		Д.
	b) Itemization and explanation of variations from the initial space summary (and MSBA review) included in the Preliminary Design Program				

	Provide the following Items	Complete; No response required	Provided; District's response required	Not Provided; District's response required	Receipt of District's Response; To be filled out by MSSA Staff
3	Preliminary NE-CHPS or LEED-S scorecard		\boxtimes		
4	Conceptual floor plans of the preferred solution, in color that are clearly labeled to identify educational spaces			. 🗆	
5	Clearly labeled site plans of the preferred solution including, but not limited to:				
	a) Structures and boundaries	\boxtimes			A
	b) Site access and circulation		\boxtimes		
	c) Parking and paving		. 🛛		
	d) Zoning setbacks and limitations				
	e) Easements and environmental buffers		. 🗆		
	f) Emergency vehicle access				
	g) Safety and security features				
	h) Utilities				A P
	i) Athletic fields and outdoor educational spaces (existing and proposed)				
	j) Site orientation		П	П	136
6	An overview of the Total Project Budget and local funding including the following:				
-	a) Estimated total construction cost		\boxtimes		190 (1 00)
	b) Estimated total project cost		\boxtimes		· Alba
	c) Estimated funding capacity	\boxtimes			
	d) List of other municipal projects currently planned or in progress				Fig. 1
	e) District's not-to-exceed Total Project Budget	\boxtimes		. 🗆	
	f) Brief description of the local process for authorization and funding of the proposed project	\boxtimes			
	g) Estimated impact to local property tax, if applicable	\boxtimes			
	h) Completed MSBA Budget Statement	\boxtimes			
7	Updated Project Schedule including the following projected dates:			V.	
	a) Massachusetts Historical Commission Project Notification Form	\boxtimes			1 1
1	b) MSBA Board of Directors meeting for approval to proceed into Schematic Design	\boxtimes			**************************************
	 MSBA Board of Directors meeting for approval of project scope and budget agreement and 	\boxtimes			

		Provide the following Items	Complete; No response required	Provided; District's response required	Not Provided; District's response required	Receipt of District's Response To be filled out by MSBA Start
		project funding agreement	·			
	d)	Town/City vote for project scope and budget agreement				
	e)	Design Development submittal date	\boxtimes			
	f)	MSBA Design Development Submittal Review (include required 21-day duration)	\boxtimes			
	g)	60% Construction Documents submittal date				÷Щ.
-	h)	MSBA 60% Construction Documents Submittal Review (include required 21-day duration)	\boxtimes			
	i)	90% Construction Documents submittal date	\boxtimes			TENER TO THE
	j)	MSBA 90% Construction Documents Submittal Review (include required 21-day duration)				<u>a</u>
	k)	Anticipated bid date/GMP execution date	\boxtimes			
	1)	Construction start	\boxtimes			
	m)	Move-in date	\boxtimes		. 🔲	
	n)	Substantial completion	\boxtimes			

MSBA Review Comments:

3) The information provided indicates a Leadership in Energy and Environmental Design for Schools ("LEED-S") scorecard achieving all six points available for enhanced commissioning. Please refer to Project Advisory 60, posted on the MSBA website for information regarding commissioning and the MSBA's sustainability policies.

The MSBA notes that although the 2015 International Energy Conservation Code ("IECC") is currently in effect as the Massachusetts Energy Code, the existing draft of the Massachusetts amendments to the 2018 IECC may be in place when the project is scheduled to submit for a building permit. In addition to this change, a beta version of LEED 4.1 is currently available, and NE-CHPS version 3.2 is in effect. Therefore, compliance with the MSBA green policy will be based on the energy code current at the time of Project Scope and Budget submission, and the version of LEED or NE-CHPS used for project registration. In the District's response to these review comments please provide the anticipated permit dates based on the project schedule, verify coordination with the code analysis, and describe compliance with MSBA Green policies and the energy code. In addition, verify that the levels of additional energy efficiency attempted in the LEED/NE-CHPS scorecard conform to the standards using the version of the energy code that is applicable to the project at the time of Project Scope and Budget, as well as verify if any beta credits or alternate compliance paths will be used. Please acknowledge.

5b) The information provided indicates that access from Arlington Street is exclusively for buses and service vehicles. In the District's subsequent submittal, provide more detailed information regarding site circulation, including traffic control measures proposed to manage bus, student, and visitor interaction in proximity to the bus circulation and location of the proposed bus and parent pick-

up/drop-off. Additionally, describe how an individual needing accessibility accommodations will access the building, especially in inclement weather.

5c) The information provided indicates 254 parking spaces in the proposed project; the Town of Acton's local zoning requirements call for 241 spaces. In the District's response to this review, describe how the proposed number of parking spaces was derived.

Note that site work costs in excess of 8% of the direct building cost will be ineligible for reimbursement. Additionally, the demolition and abatement of the Douglas school is ineligible for reimbursement and must be itemized on all submitted cost estimates.

- 5h) Note that all costs associated with water/wastewater treatment and water/wastewater disposal systems including, but not limited to, septic systems, leaching facilities, treatment plants, water/wastewater lift stations, water or sewer pumping stations are ineligible for MSBA reimbursement and must be itemized on all submitted cost estimates. Please refer to the MSBA's Site Cost Allowance Guidelines on the MSBA website's "Guidelines & Forms" page for more information.
- 6a) The information provided identifies a goal of achieving Triple Net Zero for the proposed project. In the subsequent Project Scope and Budget submittal provide detailed information regarding the proposed systems and operations critical in achieving this goal for the Preferred Solution. Additionally, provide a cost analysis comparing the life cycle costs of a traditional code-compliant school building to the proposed Triple Net Zero building to inform local decisions.

The cost estimates provided include costs to demolish both the existing Douglas and Gates schools. The information provided in the updated Final Evaluation of Alternatives notes, "Unknown whether the Douglas Elementary School building would be re-purposed". In response to these review comments, please confirm the costs to demolish the Douglas school will be included in all cost estimates and the Project Scope and Budget Total Project Budget spreadsheet.

- 6b) The cost estimates provided indicate an amount of 1.25% of the construction sub-total, carried for a building permit. Typically these fees are waived for municipal projects. Note that all costs associated with local building permits, inspection fees, and any other such fees are ineligible for MSBA reimbursement and must be itemized on the Project Scope and Budget submittal's Total Project Budget spreadsheet. Please acknowledge, and confirm if the Total Project Budget will include the costs of obtaining local building permits.
- 7d) The information provided in the updated project schedule includes one line each for "Town Meetings" and "Local Funding Authorization". In the District's subsequent Project Scope and Budget submittal, provide a project schedule with anticipated dates for the Town Meetings and funding authorization votes for both Acton and Boxborough. If these meetings are proposed to occur concurrently, clearly illustrate each on the updated project schedule.

No further review comments for this section.

3.3.5 LOCAL ACTIONS AND APPROVALS

	Provide the following Items	Complete; No response required	Provided; District's response required	Not Provided; District's response required	Receipt of District's Response; To be filled out by MSBA Staff
1	Certified copies of the School Building Committee meeting notes showing specific submittal approval vote language and voting results, and a list of associated School Building Committee meeting dates, agenda, attendees and description of the presentation materials.				
2	Signed Local Actions and Approvals Certification(s):				Table 1
	 a) Submittal approval certificate b) Grade reconfiguration and/or redistricting approval certificate (if applicable) 				
3	Provide the following to document approval and public notification of school configuration changes associated with the proposed project:	i e Des Grand			
	a) A description of the local process required to authorize a change to the existing grade configuration or redistricting in the district	\boxtimes			
	b) A list of associated public meeting dates, agenda, attendees and description of the presentation materials				
	c) Certified copies of the governing body (e.g. School Building Committee) meeting notes showing specific grade reconfiguration and/or redistricting, vote language, and voting results if required locally				
	d) A certification from the Superintendent stating the District's intent to implement a grade configuration or consolidate schools, as applicable. The certification must be signed by the Chief Executive Officer, Superintendent of Schools, and Chair of the School Committee.		. 🗆		

MSBA Review Comments:

No review comments for this section.

Additional Comments:

• In response to the MSBA's review of the District's first Preferred Schematic Report, the District submitted updated floor plans which addressed the following concerns raised at the March 13, 2019 Facilities Assessment Subcommittee meeting:

- 1. The building's proposed layout and circulation operating with two separate school identities.
- 2. The building's proposed layout and circulation operating as a single school.
- 3. The District's goal of two separate identities for the building's "twin schools".
- 4. The placement of classrooms throughout the building.
- 5. The location and configuration of the Cafetorium.
- 6. The Preferred Solution's site circulation and access.
- 7. The STEAM Labs proposed purposed in the Preferred Solution.
- 8. The building's security.
- The MSBA issues project advisories from time to time, as informational updates for Districts, Owner's Project Managers ("OPM"), and Designers in an effort to facilitate the efficient and effective administration of proposed projects currently pending review by the MSBA. The advisories can be found on the MSBA's website. In response to these review comments, please confirm that the District's consultants have reviewed all project advisories and they have been incorporated into the proposed project as applicable.
- The MSBA offers the following information to assist the District and its Owner's Project Manager in completing the total project budget template that is required as part of its Schematic Design Submittal.
 - The District must include negotiated costs for OPM and Designer fees for the remainder of the project as part of their Total Project Budget. The fees must be listed separately by the applicable line items that are included in the MSBA's Total Project Budget Template. In response to these review comments, please confirm that the District and its consultants will negotiate fees for the remainder of the project that are to be included in the District's Schematic Design documents to the MSBA.
 - O The District's reimbursement rate before incentives for calendar year 2019 is 45.95%. Please note that the MSBA updates district reimbursement rates annually and applies the reimbursement in effect at the time the MSBA Board of Directors approves a district's proposed project scope and budget. The reimbursement rate is established based on statutory requirements and information provided by the Departments of Revenue and Elementary and Secondary Education.
 - Maintenance (0-2) 1.75%. This value is based on MSBA review of district provided materials regarding routine and capital maintenance programs during Eligibility Period at which time the value is finalized.
 - **CM@Risk** (0 or 1) Because the District received an invitation into Eligibility Period after January 1, 2017, this incentive point does not apply.
 - Newly Formed Regional School District (0-6) The District is not a newly formed or expanded regional school district as a result of working with the MSBA, therefore these incentive points do not apply.

- *Major Reconstruction or Reno/Reuse* (0-5) The District's Preferred Solution is for new construction therefore these incentive points do not apply.
- Overlay Zoning 40R & 40S (0-1) Refer to Module 4, appendix 4E to review documentation requirements and to determine if this incentive point may be applicable. Please note that the proposed project must be located within the smart growth zoning district to comply with this additional incentive, and required authorizations must be documented prior to MSBA approval of the District's proposed project scope and budget to be eligible to receive this incentive point.
- Overlay Zoning 100 units or 50% of units for 1, 2 or 3 family structures (0 or 0.5) Refer to Module 4, appendix 4E to review documentation requirements and to determine if this incentive point may be applicable. Please note that required authorizations must be documented prior to MSBA approval of the District's proposed project scope and budget to be eligible to receive this incentive point.
- Energy Efficiency "Green Schools" (0 or 2) The PSR indicates the District's intent to achieve the 2% additional reimbursement. Please note, subject to the District's intention to meet certain energy efficiency sustainability requirements for the Proposed Project, the MSBA will provisionally include two (2) incentive points, however if the District does not ultimately qualify for some or all of these incentive points the MSBA will adjust the District's reimbursement rate, accordingly.

Xyz

Regarding past projects, both the MSBA's enabling legislation, M.G.L. c. 70B, and the MSBA's regulations, 963 CMR 2.00 et seq. specifically address the issue of past projects. MSBA records show that the MSBA provided the Acton-Boxborough School District (paid to the town of Acton) a grant of \$206,660 for a roof project at the CT Douglas school, which is shown as being removed from service in the District's Preferred Solution. Pursuant to these requirements and depending on the District's ultimate plan for the Douglas ES project, the MSBA will recover a pro-rated portion of the financial assistance received for previous renovation grants. The exact amount recovered will be established at the conclusion of the Schematic Design / Total Project Budget phase. See the MSBA website to view the MSBA's regulations, statute and closed school bulletin for additional information.

End

ATTACHMENT B MODULE 3 – PREFERRED SCHEMATIC SPACE SUMMARY REVIEW

District: Acton-Boxborough Regional School District

School: C.T. Douglas Elementary School

Owner's Project Manager: Skanska USA Building Inc.

Designer Firm: Arrowstreet Inc. **Submittal Due Date:** May 8, 2019 **Submittal Received Date:** May 8, 2019

Review Date: May 8 - 28, 2019

Reviewed by: A. Proia, K. Brown, J. Jumpe

The Massachusetts School Building Authority (the "MSBA") has completed its review of the proposed space summary of the preferred alternative as produced by Arrowstreet Inc. and its consultants. This review involved evaluating the extent to which the C.T. Douglas Elementary School's proposed space summary conforms to the MSBA guidelines and regulations.

The MSBA considers it critical that the Districts and their Designers aggressively pursue design strategies to achieve compliance with the MSBA guidelines for all proposed projects in the new program and strive to meet the gross square footage allowed per student and the core classroom space standards, as outlined in the guidelines. The MSBA also considers its stance on core classroom space critical to its mission of supporting the construction of successful school projects throughout the Commonwealth that meet current and future educational demands. The MSBA does not want to see this critical component of education suffer at the expense of larger or grander spaces that are not directly involved in the education of students.

The following review is based on the submitted new construction project option with an agreed upon design enrollment of 990 students in grades K-6. Address the comments below as part of the updated Preferred Schematic Report. The MSBA will evaluate eligibility based on the forthcoming updated Preferred Schematic Report.

The MSBA review comments are as follows:

• Core Academic – The District is proposing a total of 58,800 net square feet ("nsf") which exceeds the MSBA guidelines by 14,050 nsf. The proposed area in this category has increased by 4,200 nsf since the District's previous Preferred Schematic Report ("PSR") submittal due to the addition of two 1,080 nsf STEAM Labs, two 120 nsf STEAM Lab Storage rooms, and the reallocation of four 300 nsf Small Group Rooms and two 300 nsf English Language Education rooms from the "Special Education" category. In the District's response to these review comments, please confirm the proposed STEAM Labs are intended to exclusively support students in grades 3-6. Additionally, the information provided in the District's Educational Program proposes nine Pre-K classrooms, one of which is dedicated to an "All Day Autism" program. In response to these review comments, confirm that the proposed Pre-K spaces are programmed to comply

with 603 CMR 28.00, and re-allocate spaces to the "Special Education" category of the space summary template if they are intended to exclusively support students with an Individualized Educational Program. Furthermore, in the District's response to this review, provide information regarding the District's anticipated use for the two existing Pre-K classrooms proposed to be removed from the Blanchard Elementary School and the six existing Pre-K classrooms in the District's Administration Building. Eligibility of these spaces will be determined at the Project Scope and Budget phase.

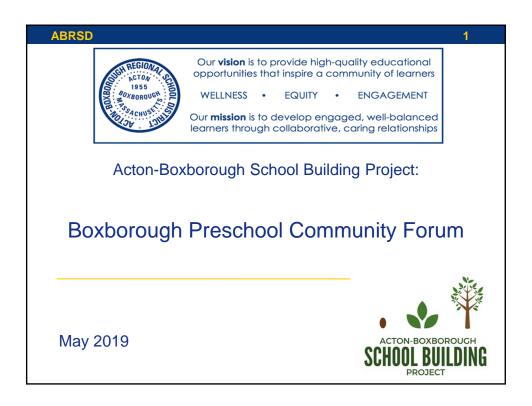
- **Special Education** The District is proposing a total of 14,060 nsf which exceeds the MSBA guidelines by 3,490 nsf. The proposed area in this category has decreased by 2,100 nsf since the previous PSR submittal. This decrease is due to the reallocation of four 300 nsf Small Group Rooms and one 1,000 nsf English Language Education rooms to the "Core Academic" category, the removal of two 200 nsf Quiet Spaces, as well as an increase of 100 nsf to two CASE collaborative classrooms from 950 nsf to 1,050 nsf, and the addition of one 300 nsf Speech and Language classroom. The MSBA notes that Self-Contained SPED classrooms are below guidelines by three total spaces and 2,850 nsf; and Self-Contained SPED toilets are below guidelines by three total spaces and 180 nsf. This category also includes proposed spaces for fourteen Small Group Rooms. Please note that the Special Education program is subject to approval by the Department of Elementary and Secondary Education (DESE). The District should provide this information for this submittal with the Schematic Design Submittal. Formal approval of the District's proposed Special Education program by the DESE is a prerequisite for executing a Project Funding Agreement with the MSBA.
- Art and Music The District is proposing a total of 7,575 nsf which meets the MSBA guidelines. The proposed area in this category has not changed since the previous PSR submittal. No further action is required.
- Health and Physical Education The District is proposing a total of 9,550 nsf which exceeds the MSBA guidelines by 3,250 nsf. The proposed area in this category has decreased by 50 nsf since the previous PSR submittal. Based on the proposed design enrollment, the MSBA accepts one additional 3,000 nsf Physical Education station for an adjusted allowable area of 9,300 nsf in this category. The MSBA does not object to the District including space in excess of guidelines; however, area in excess of the adjusted MSBA guidelines will be deemed ineligible for reimbursement.
- **Media Center** The District is proposing a total of 5,125 nsf which meets the MSBA guidelines. *The proposed area in this category has not changed since the previous PSR submittal. No further action is required.*
- **Dining and Food Service** The District is proposing a total of 12,415 nsf which exceeds the MSBA guidelines by 823 nsf. *The proposed area in this category has decreased by 478 nsf since the previous PSR submittal. The MSBA does not object to the District providing an additional stage and other areas beyond guidelines in*

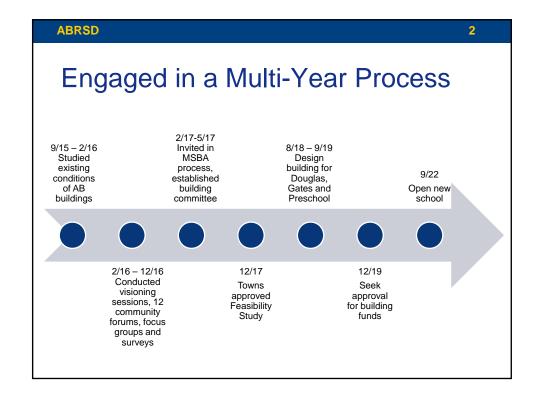
the project; however, area in excess of guidelines will be deemed ineligible for reimbursement.

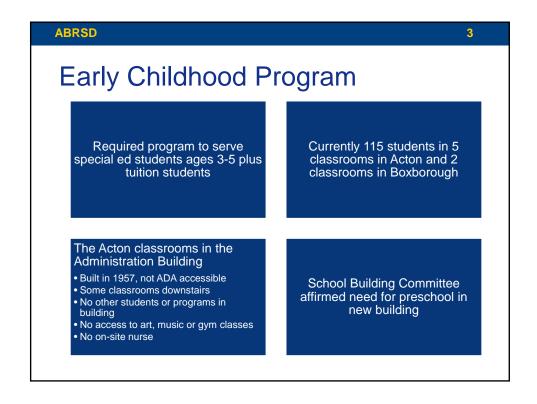
- **Medical** The District is proposing a total of 1,040 nsf which exceeds the MSBA guidelines by 330 nsf. *The proposed area in this category has increased 20 nsf since the previous PSR submittal. The MSBA does not object to the District including space in excess of guidelines; however, area in excess of guidelines will be deemed ineligible for reimbursement.*
- Administration and Guidance The District is proposing a total of 7,175 nsf which exceeds the MSBA guidelines by 4,050 nsf. The proposed area in this category has decreased by 20 nsf since the previous PSR submittal. The MSBA encourages the District and its consultants to continue to seek opportunities to increase efficiencies to align with MSBA guidelines. Please note area in excess of guidelines will be deemed ineligible for reimbursement.
- Custodial and Maintenance The District is proposing a total of 2,590 nsf which meets the MSBA guidelines. The proposed area in this category has not changed since the previous PSR submittal. No further action is required.
- Other The District is proposing a total of 100 nsf. The proposed area in this category has decreased by 200 nsf since the previous PSR submittal due to the removal of two 100 nsf Mother's Rooms. The MSBA does not object to the District providing a Mother's Room in the project; however, area in excess of guidelines will be deemed ineligible for reimbursement.
- Total Building Net Floor Area The District is proposing a total of 118,430 nsf which exceeds the MSBA guidelines by 26,093 nsf. The proposed area has increased by 1,368 nsf since the previous PSR submittal. Refer to the comments in each space category above. The MSBA will continue to evaluate eligibility of areas in the subsequent Project Scope and Budget submittal.
- Total Building Gross Floor Area The District is proposing a total of 177,645 gsf which exceeds the MSBA guidelines by 34,095 gsf. The proposed area has increased by 2,056 gsf since the previous PSR submittal. Eligibility of gross square feet will be determined by the eligible net square feet in each space category above, as determined in the Project Scope and Budget phase.

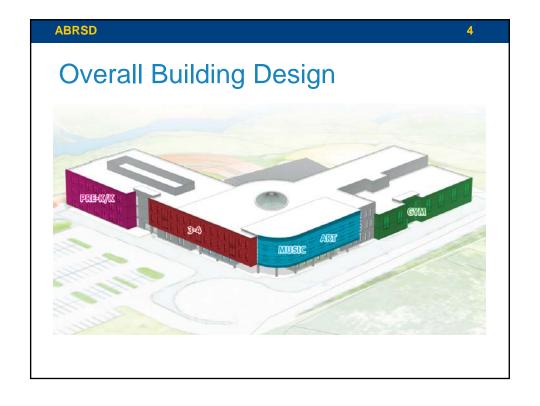
Please be advised that the April 2019 Science Technology and Engineering 'STE' Guidelines policy contains an updated space summary that the project team will be required to use for the Schematic Design submittal and all submissions moving forward. Please note that upon moving forward into subsequent phases of the proposed project, the Designer will be required to provide, with each submission, a signed, updated space summary that reflects the design and demonstrates that the design remains, except as agreed to in writing by the MSBA, in accordance with the guidelines, rules, regulations and policies of the MSBA. Should the updated space summary demonstrate changes to

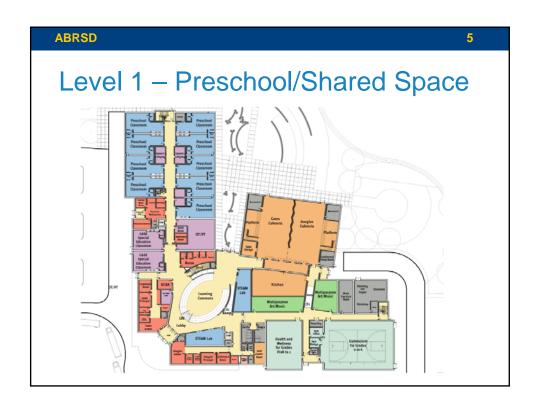
the previous space summary include a narrative description of the change(s) and the reason for the proposed changes to the project.

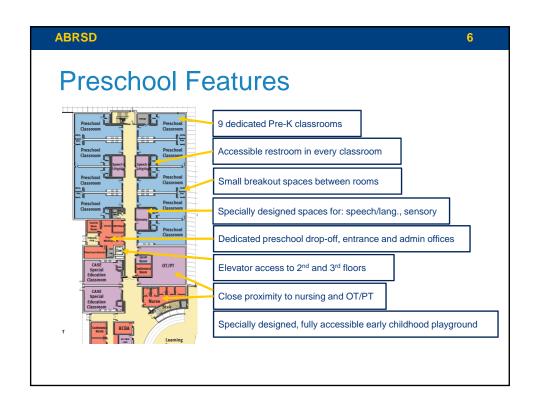


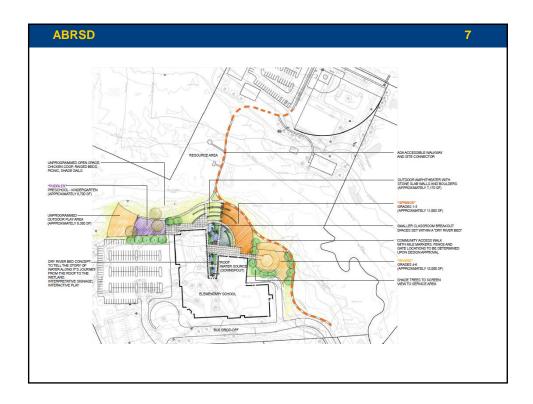








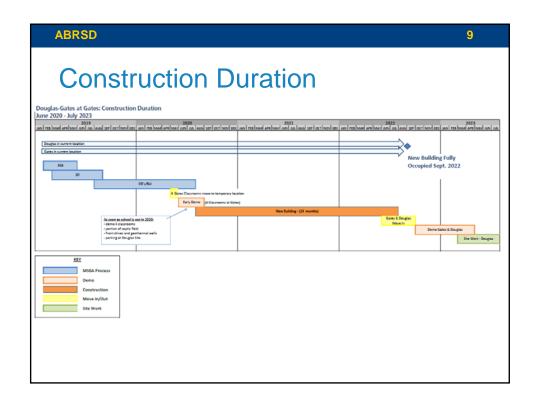


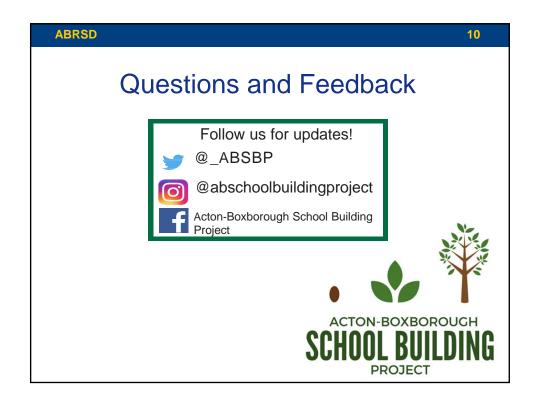


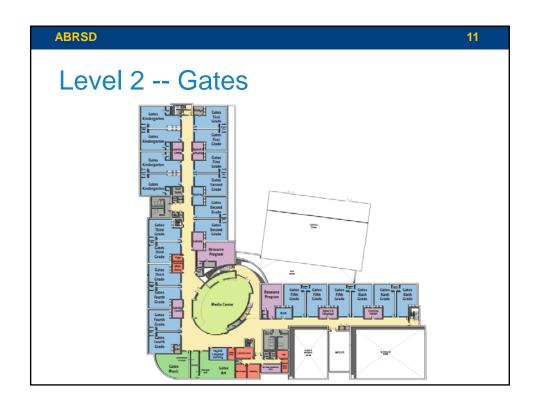
ABRSD

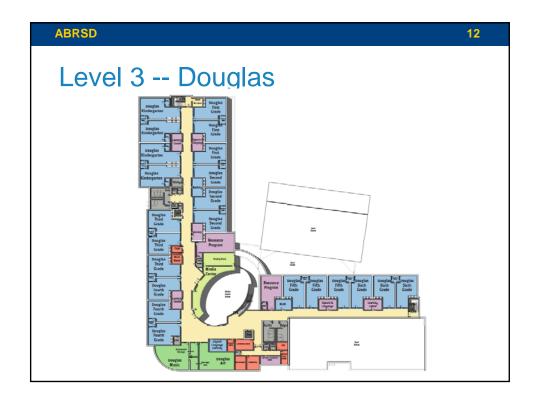
High Level Estimated Project Costs

- Current EARLY Estimated Cost: \$120M \$130M
- MSBA reimbursement 35%-45%: \$40M \$60M
- Estimated AB Share: \$70M \$80M
- Estimated Acton Share: \$60M \$68M (Estimated Tax Impact - Single Family Home Property Tax Increase \$650 - \$850)
- Estimated Boxborough Share*: \$10M \$12M (Estimated Tax Impact - Single Family Home Property Tax Impact \$450 - \$600)









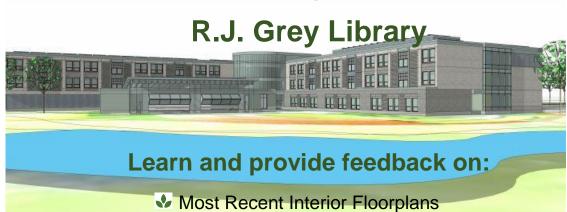


Join Us for a Community Forum Douglas/Gates/Preschool Building Project



Monday, June 10, 2019

7:00 p.m.



- Site Plans, Outdoor Learning & Play Spaces
 - Exterior Design & Aesthetics
 - Initial Cost Projections
 - MSBA Process

Follow us for updates!







1 of 5

ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT School Building Committee (SBC)

Administration Building, Room 13 15 Charter Road, Acton, MA 01720 May 29, 2019 7:00 p.m.

Members Present: Mary Brolin; Amy Krishnamurthy; Adam Klein; Maya Minkin; Peter Light; Marie Altieri (arr

7:05pm); Peter Berry; Dennis Bruce; Jason Cole; Becca Edson; Bob Evans; Bill Hart; Gary

Kushner; Lynne Newman; Maria Neyland; Katie Raymond; Mac Reid.

Members Absent: JD Head; Chris Whitbeck.

Other: Karen Coll; Representatives from Skanska: Chuck Adam, Victoria Clifford, Sovathya Sar;

Representatives from Arrowstreet: Larry Spang, Emily Grandstaff-Rice, Claes Andreasen;

members of the public.

1. Mary Brolin called the meeting to order at 7:00pm.

2. Introduction to Construction Manager at Risk - Skanska

Chuck Adam presented information about the two primary approaches to working with a general contractor: Design-Bid-Build (DBB) and Construction Manager at Risk (CM at Risk). DBB is the traditional approach to construction projects, in which a final project design is completed before bids are solicited for a general contractor. The project is then awarded to the lowest 'responsible bidder' and the contract is based on a fixed lump sum amount. The general contractor controls all subcontractor hiring, with an incentive to hire low cost firms. Any changes to the plans once the contract is awarded result in change orders and increased costs.

State bidding laws changed in 2004, allowing a new approach, CM at Risk. Construction firms are interviewed and selected on that basis of qualifications, experience and the proposed team. The CM at Risk is hired early in the design process and can provide input into cost and other elements of the design and preconstruction phases of the project, as well as serving as the construction manager. The process allows input by the owner and OPM in the selection of subcontractors. The contract is based on a guaranteed maximum price.

There are a number of significant differences between the DBB and CM at Risk approaches.

- <u>Pricing</u>: with guaranteed maximum pricing, the owner knows upfront what the highest possible project cost could be. Savings from projected costs revert back to the owner and there is no incentive to inflate costs. With lump sum pricing, the owner locks in a price based on the specific plans and specs; there are no opportunities for cost savings and any changes to the specs result in increased costs to the owner.
- <u>Design and specs</u>: with DBB, the owner completely controls the design and pricing is not fully established until after the design is complete. With CM at Risk, the CM can offer input into the design and may be able to identify potential cost savings prior to finalizing the plans, as well as a more accurate cost model.
- Quality of relationship: Because the owner has no input into the quality of subcontractors and is likely to incur unforeseen expenses due to change orders, DBB can lead to an adversarial relationship with the contractor. The CM at Risk approach is more team-based and cooperative. In addition, because CMs are hired on the basis of past work and references rather than low cost, there is more incentive to create a

successful project and a positive relationship. The CM will work with subcontractors to resolve unexpected issues.

• <u>Scheduling</u>: The CM at Risk model allows for some fast-tracking and pre-purchase of equipment and supplies, and can result in direct cost and schedule savings over the DBB model. Some work can begin before all the design details are finalized such as, in our case, building a new septic field during the summer months. The CM's incentive is to maintain their reputation, which would be enhanced if they can show that they brought a project in ahead of schedule and under budget.

The OPM negotiates terms with a CM at Risk and monitors the progress of the project. The OPM also negotiates allowances for some items that are undefined as the project begins, such as the type of blinds to use, signage and graphics, and other items. CMs submit milestone estimates throughout the process, which are reviewed by the OPM. One arm of Skanska does work as CMs at Risk so they understand the role and can help us with our CM selection and oversight. They can require a guarantee that there will be consistency of staff. Skanska also works on projects using the DBB model, but there are fewer DBBs in the business than in the past; only three firms are still practicing on a DBB basis in the state, so there may be less incentive to bid competitively.

Peter Light and Marie Altieri shared their own experiences of problems working with DBBs on past school building projects. Chuck and Emily Grandstaff-Rice also shared their greater comfort level with the CM at Risk approach, especially because it allows for increased quality and control over the project.

The decision between working with a DBB or a CM will be made before the Project Scope and Budget are submitted to the MSBA on September 11th. Chuck said that the estimates going into the scope and budget are extremely important. CM firms will be interviewed, probably in January or February, after at least three firms have been prequalified. A subcommittee of the SBC will conduct all CM interviews in one day, probably a Saturday. Once a firm has been engaged, we will also be able to be involved in the selection of subcontractors.

In response to questions, Chuck said that professional fees for services such as estimators would be locked in upfront, but not fees for construction workers. Technology fees are typically a separate allowance. We will have expectations of cost and duration before CMs submit bids, which can keep them from overestimating their costs.

Mary Brolin asked committee members to email her or Peter Light with any questions or concerns. We will plan to vote on this issue at our June 12th meeting.

3. MSBA Visit to Parker Damon – Peter Light/Marie Altieri

Peter Light described a successful visit from the MSBA on May 15th, when they toured the Parker Damon Building and met with one of the principals. Peter and Marie Altieri explained that we had operated this twin school model for 15 years and discussed some things we wished we had done differently with that building that are being built into the new project design. The MSBA seemed to feel more comfortable with the twin school concept after the visit. They asked us to use the upcoming PSR review meeting to explain specific issues with this building, including building circulation, traffic and busing, SpEd programming, the space summary template,

and opportunities for efficiencies in administration and other areas. They also wanted to hear about our efforts at community outreach; Peter explained that Community outreach began with the earlier Dore & Whittier work.

There are still issues to be negotiated, especially around the reimbursability of some spaces. We need to look carefully at our spaces, especially those that exceed MSBA guidelines. In addition, the MSBA has said they will not reimburse for the demolition of the current Douglas building or the construction of the septic system; they consider the septic to be a utility cost, which they don't reimburse, while we consider it a plumbing expense. Emily will do a detailed analysis of those areas, as well as spaces that the MSBA has deemed nonreimbursable.

Karen will send out the MSBA's review comments on the PSR on Thursday, May 30th.

4. Upcoming FAS Meeting - Peter Light/Marie Altieri/Arrowstreet/Skanska

The working group is preparing for a Facilities Assessment Subcommittee (FAS) meeting June 5th at 11:00 at the MSBA office. The MSBA has asked us to "show your passion for having a twin school," showing them why this model works for us. They also asked us to highlight community and faculty outreach efforts. We will show updated plans and massing, including all SpEd spaces, student ingress and egress routes, outdoor protection from weather, and sustainability efforts. Triple net zero is a relatively new approach to them.

5. Design Progress - Arrowstreet

Claes Andreasen showed the latest drawings of the exterior of the building. Columns, stacked windows and bays have been added to articulate different sections of the building. In the art and music section of the building, columns were added between panes of glass, a vertical detail to counter the horizontality of building.

Underneath that area, the entrance is recessed, allowing protection from the elements, with benches on either side of the main entry. Becca Edson found the large columns at the entrance less inviting than prior designs, while Maya Minkin liked the roundness of the entryway in contrast to the angularity of other areas. Emily said that the spaces needs to be welcoming to children and that there might be a way to bring in an element of whimsy. Claes said we could differentiate the schools by color, which would reinforce each school's identity, including the preschool.

A number of sections of the building are still under development. Claes is continuing to study the cafeteria section; one goal is unobstructed views, which could preclude columns. Overall window options are still being assessed, as are options for brickwork, which could be varied to add interest. A member of the public had concerns that children could try to climb the walls if bricks were offset; the architects will make sure that can't happen. Maya and Gary Kushner asked about adding windows to the outer end of the preschool/kindergarten wing; school colors could also be added to the ends. The height of the building will be higher than Acton zoning allows — about 45 feet in the front and about 48 feet at the back — so we will need zoning relief. Mechanicals on the roof will be set back from the edge of the building to reduce the scale.

Inside the building, Claes showed new drawings of the learning commons; the stair has been opened up to allow light to come in from all sides, increasing the airiness of the space and the visual connection between the two schools and the common areas on the first floor. The current plan calls for three staircases, which would meet

capacity requirements, but that could be increased to four. The acoustics of the open stairway and the learning commons still have to be studied.

Other aspects of the interior haven't changed much. The second and third floors are unchanged except that the extra room has been eliminated from the third floor of the media center. One area under active study is the cafeteria, including the design of the two stages. The MSBA was uncomfortable having the kitchen in the interior of the building so the architects are trying to design a dedicated food delivery route that won't interface with students, using the PDB kitchen as a model of success. The elevations of the first floor will follow the terrain, with the lobby at a higher level than the learning commons, cafeteria and gym; working with the existing topography will help to minimize the need to move soil on the site. The committee looked at access routes on the first floor, including to and from the cafeteria. The nurses' office is in the gym wing with direct access to outside for ambulances if needed. Claes then showed a fly-through of the model.

Bill Hart had concerns about snowdrift on the cafeteria roof, and whether it could drift up above the windows. That roof slopes down toward the rest of the building and is on the north side. The roof is not yet final, but the kitchen is on the lower end of the slope and will have heat venting out. There are code requirements about snow drifting to prevent roof collapse. Another concern expressed by several committee members was whether the cafeteria roof would block views from the second floor classrooms to the vista beyond. The cafeteria roof is now green, not photovoltaics.

Katie Raymond wondered whether it would make sense to flip the placement of the field and parking areas on the Douglas site, moving the softball field adjacent to the basketball court, a question that could not be answered at this meeting. She also asked if we were required to replace the softball field. The AB softball teams use our field. There might be space for a field near the Conant site, but the Douglas site is more accessible from the junior and senior high schools. There may be Title 9 issues if the field is moved further away. Marie and Peter will follow up with JD Head about this, and Emily will also review the issues.

6. Land Use and General Permitting - Emily Grandstaff-Rice/Peter Light/Mary Brolin

Emily said that the town of Acton has been very helpful in working with her. At the suggestion of town staff, Peter, Mary and Emily attended a town land use meeting; the open format allowed them to walk through the project and ask questions. A number of topics were discussed, including: permitting for the kitchen; height variances; stair requirements; and site issues related to conservation such as the impact of the boardwalk on wildlife. Building project representatives will plan to attend future land use meetings. We will need to apply to the state Department of Environmental Protection for a septic permit, and to file an Abbreviated Notice of Resource Area Delineation (ANRAD). Most other permitting will happen later.

Bill Hart asked how the permitting process would work for a project of this size, given the town's limited resources. Reviewers could be brought in from other towns to assist, or a dedicated resource could be assigned to follow the permitting process through. Inspectors will have to review the project frequently, looking at plumbing, electric and other systems. Towns charge fees for the permits, although sometimes the fees are waived; the MSBA does not reimburse for permit fees.

7. Communications Strategy - Peter Light

Peter is revamping the building project webpage on the district website. He wants to add scrolling pictures and an FAQ section, and to move the meeting minutes to a separate page. We could put brief articles in the News section of the Home page, with links to the building project page. Some potential topics could be permeable pavement or bonding strategies; this might appeal to community members with various interests. Perhaps building committee members could rotate responsibility for these write-ups. Peter is also planning a year-end district newsletter to be sent to all households in Acton and Boxborough, which will prominently feature a 2-page article on the building project.

8. Community Outreach Update - Mary Brolin/Peter Light

Two preschool forums were held in Boxborough, which were not well attended. An evening community-wide forum will be held on June 10th at RJ Grey. We will also have a table at Boxborough's Fifers Day event, and could do something parallel in Acton. We can also do outreach at the schools' Back to School Nights in early fall.

Simultaneous Special Town Meetings will be held on December 10, 2019, with town votes on December 17th. We will look into babysitting options.

- 9. Minutes Amy Krishnamurthy moved, Maria Neyland seconded, Dennis Bruce abstained and the minutes of the May 8, 2019 SBC meeting were unanimously approved as written.
- 10. Invoice Approval Arrowstreet and Skanska Invoices

Bob Evans moved, Maya Minkin seconded, Jason Cole abstained and the Arrowstreet and Skanska invoices were unanimously approved.

11. Maria Neyland moved, Adam Klein seconded and the meeting was adjourned at 9:38pm

Respectfully submitted, Karen Coll

Documents Used:

Minutes of the May 8, 2019 SBC Meeting
Skanska/Arrowstreet Budget Tracker and Invoice Package

Next Building Committee Meetings (all in Administration Building, Room 13 unless otherwise noted):

June 12

June 26

July 10

July 24

August 14

August 28

ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT School Building Committee (SBC) Approved Minutes

Administration Building, Room 13 15 Charter Road, Acton, MA 01720 May 8, 2019 7:00 p.m.

Members Present:

Mary Brolin; Amy Krishnamurthy; Adam Klein; Peter Light; Peter Berry; Jason Cole; Bob

Evans; Bill Hart; Gary Kushner; Lynne Newman; Maria Neyland; Katie Raymond; Chris

Whitbeck.

Members Absent:

Marie Altieri; Dennis Bruce; Becca Edson; JD Head; Maya Minkin; Mac Reid.

Other:

Karen Coll; Representatives from Skanska: Chuck Adam, Victoria Clifford, Sovathya Sar; Representatives from Arrowstreet: Larry Spang, Emily Grandstaff-Rice, Claes Andreasen; Steve Ventresca and Brittney Veeck of Nitsch; Jade Cummings of Terraink; members of the

public.

1. Mary Brolin called the meeting to order at 7:00pm.

2. PSR Submission Update – Peter Light/Mary Brolin/Arrowstreet/Skanska

The revised PSR has been submitted to the MSBA. Representatives of the MSBA have agreed to visit the district and see the Parker Damon twin school on Wednesday, May 15th at 1:30pm. Mary Brolin thought they would find it interesting, especially since a twin school can be more efficient and cost effective than separate buildings.

3. Site, Septic, Landscape and Parking – Arrowstreet

Emily Grandstaff-Rice introduced three consultants, Steve Ventresca and Brittney Veeck from Nitsch and Jade Cummings from Terraink. Jade began with an overview of the landscaping plans for the site. Surrounding the school, the goal is to maintain walkability while keeping community access outside of the school zone with fencing and gates. She showed the primary circulation routes. The walkway will be ADA accessible. Three primary play spaces are labeled Puddles (for preschool and Kindergarten students), Springs (Grades 1-3) and Rivers (Grades 4-6), as well as areas for free play. The sliver of wetlands that extends between the preschool/Kindergarten section of the building and the cafeteria creates educational opportunities, such as a downspout to watch trickles of water runoff from rain and tell the story of water as it returns to the ground. There will be small outdoor classroom spaces that house a chicken coop and raised planting beds and teach about wetlands and resources, as well as an outdoor amphitheater for performances. There will be open space allowing for immediate access to cafeteria. Jade highlighted the wetland limitations of site; Terraink will work with Nitsch on mitigation if any encroachment is required.

Adam Klein asked about the material to be used for fencing, which could block views of wetlands from the building. Fencing could consist of vegetative barriers or actual fences, and there are a number of options for materials; this will be a conversation held in tandem with decisions about playground equipment. The playground for the youngest children, Puddles, will need a fence to meet code requirements, although not the Springs or Rivers.

Peter Light suggested that Jade look at the Acton Discovery Museum's outdoor spaces, as well as natural play areas currently at each school. Play areas will incorporate elements that challenge motor, tactile and other skills, as well as unstructured areas. Peter Berry said that the town had paid to install Nature's Playspaces on each school site, which involved a vote by Town Meeting; this took place after regionalization. The town's position might be that they need to be exactly recreated. We will need to go through some process that involves the town. Chris Whitbeck noted that, as the spaces have been used, we've learned more about them. There have been discussions about taking the elements that could be moved, although they will look different on a different site. Emily said that they hope to maintain the existing outdoor area at Douglas as part of the softball field complex; the Gates space will have to change due to changes in the site. Emily or JD Head will provide documentation of the constraints on these town projects.

Other issues that were raised included:

- Outdoor waste, energy equipment and storage Bill Hart said he'd like to do something with dumpsters and the generator outside the cafeteria that will allow the integrity and view of the landscape to be maintained. We will also need outdoor storage. Peter Light said these elements should be decided in advance to plan and keep costs down.
- <u>Plowing and paving around the building</u> Adam Klein asked about the ability to plow around school, especially the choices of paving materials. Jade said that snowplowing and maintenance are critical elements; they are envisioning concrete but will work with Nitsch to determine the need for permeable pavers or asphalt. We also need to keep areas near the building open so children can get outside to play in the winter. At this point, there is no plan for a paved path for vehicles all the way around the building, but that issue has not yet been decided.
- <u>Lighting</u> No decision has been made about adding lighting to the softball field; there are cost issues as well as the concerns of abutters to take into account. This field is designed to be flexible for children and adults to use and we may want lighting for adult use. There have also been no decisions on lighting the walking paths but the consultants feel that, since some of the schools' parking will be on the Douglas site, the path between the sides should be lit. Mary Brolin suggested looking at the lighting on the path between the Blanchard school and the Boxborough library. Peter Berry said that the town has a bylaw governing lighting, with a goal of being friendlier to wildlife.

Jade said that the next conversations should be about capacity: how many children will use the play spaces, and who's where when. Another decision that will have to be made is about the type of esthetic we prefer – natural, traditional or contemporary. Decisions on these elements will help guide the design, and then Terraink will work with a playground consultant and vendor. Peter Light suggested creating a working group to focus on these play spaces, which would include representative of SEPAC; this would allow the schools to contribute. Jade agreed that it would streamline the process. Mary asked if there a time frame for making decisions on the esthetic style; she would like to involve the community in these decisions. Because Arrowstreet is still developing the building design, these decisions are not pressing yet.

Steve Ventresca of Nitsch gave an overview of stormwater design requirements, including water quality and treatment, noting that flow from the site can't be increased. Steve described one tool for stormwater management, porous pavement, a process in which water is treated through stone and sand beneath the

asphalt; this can also slow water runoff. There are pros and cons to using a porous pavement system, which will need to be discussed. Porous pavement has a lifespan of 15-20 years, and is maintained by vacuuming rather than sealcoating. While the upfront cost of porous asphalt may be higher than traditional asphalt, there can be savings in the reduction of drainage and water treatment requirements. This type of pavement is better for areas like parking lots, rather than loading docks with their heavy truck traffic, but the two types can be used in different sections of the same project. In response to a question from Peter Berry, Steve said that porous asphalt can filter out oil but not salt, which would be discharged with stormwater.

Steve also discussed some of the issues in designing a septic system. Current plans assume a water usage level of 10,500 gal/day. We will be installing low flow fixtures and taking other steps to ensure that usage calculations are under 10 gal/person/day, which would trigger DEP permitting requirements. If we can get our expected usage rates down to a level of five gal/day, it would shrink the size of the required septic system. Septic tanks have to be installed before construction begins and will be at the outer corner of the property, the location of the existing parking lot, which could create parking problems. The area could potentially be paved over temporarily during construction to allow some parking. A meeting with the Acton Land Use board is planned for May 22nd, an initial conversation that will guide the next steps.

4. **Design Updates** – Arrowstreet

Claes Andreasen discussed the exterior elements of the building. He showed some initial drawings that were intended to solicit feedback. Some decisions will be affected by budget considerations. In an effort to reduce the visual scale of the building, the exterior will be divided into smaller sections. The preschool section is the only area that will present as three solid stories; other segments are 2-story sections that hover above the ground or are at ground level topped by a recessed third story. Peter Light noted that variety breaks up a building, making it look like a set of smaller buildings.

For this meeting, Claes focused on fenestration. The goal is to bring as much of the outside inside as possible. Glass windows allow more light into building, but frosted glass or screens could help to control the amount of light coming into areas on the south side of the building. Claes showed several examples of what the art/music and media center areas could look like from outside with different types of fenestration. One difference is that the media center is a 2-story space with a priceless view while the art/music areas are two separate schools on separate floors, and don't have the same exceptional view. The committee discussed the designs. Many members were very positive, although Jason Cole had concerns that there might be too much glass on the art/music area, which would be sandwiched between the two more traditional wings of the preschool and the gyms. Kate Crosby asked about the possibility of overhangs, awnings or louvers to screen southern sun, which Claes said were under consideration.

For the more solid walls, Claes looked at a number of buildings in Acton for ideas about window design that could carry throughout the building in a unifying way. The entry door in the gym area is inset. He is beginning to think about brick colors that would include earth tones drawn from the landscape. Materials could be of different colors to differentiate the preschool and kindergarten areas.

Adam Klein asked if it was possible to better incorporate the exterior of the cafeteria into the rest of the building. Perhaps the roofline could be altered to increase the cohesiveness. We need to ensure that the showpiece view from the media center isn't obstructed. The plan is to install photovoltaic panels on the roof of the cafeteria and a green roof above the gyms. Perhaps a playspace could be added above the kitchen.

Committee members can send feedback can be sent to Mary Brolin and Peter Light.

- 5. Introduction to Construction Manager at Risk Skanska postponed to a future meeting.
- 6. Community Forum Update Mary Brolin/Peter Light

There will be two preschool forums to engage Boxborough preschool families, one on Thursday, May 9th at 10:00am and another on Monday, May 20th at 7:00pm. Both will be at the Blanchard school. Additional forums will be held for the broader community going forward. Emily suggested waiting to hold the next forums until after the next SBC meeting on May 29th, so they are likely to be at the very end of May or early June. The building project will also be mentioned in Adam Klein's capital presentation to Boxborough's Town Meeting. Victoria Clifford has developed a Google sheet to plan outreach. People who are on social media should follow the building project so that people they know will also follow it. We need people of all ages to learn about and vote on this. Peter Light said that the Home page of website had been reconfigured to highlight the district's Twitter feed. He has also met with the PTOs and is trying to identify people who could run, or work on, the vote committee. District employees can't be involved in anything related to money but can get involved in promotion, as long as there is no use of school resources.

- 7. Minutes from Previous Meetings Mary Brolin No minutes to approve.
- 8. Invoice Approval Arrowstreet and Skanska Invoices Mary Brolin, Chuck Adams No invoices to approve.
- 9. Maria Neyland moved, Adam Klein seconded and the meeting was adjourned at 9:07pm.

Respectfully submitted,

Karen Coll

Documents Used: None at this meeting

Next Building Committee Meetings (all in Administration Building, Room 13 unless otherwise noted):

May 29 (avoids consecutive SBC/SC meetings)

June 12

June 26

July 10

July 24

ALG Minutes, February 28, 2019; Acton Memorial Library meeting room, 486 Main Street, 6:30PM

Present: Bart Wendell, facilitator; Katie Green & Joan Gardner, BoS; Jason Cole & Roland Bourdon, FC; Diane Baume & Paul Murphy, SC; John Mangiaratti, Peter Light, Steve Barrett (Marie Altieri, arrived at 6:50), staff.

Audience: Mark Hald, Asst. Town Manager; Brian McMullen, Asst. Assessor & finance director; Dave Verdolino, ABRSD finance director and Charlie Kadlec.

Additional information: Town of Acton multi-year financial model (aka spreadsheet); minutes 02/07/19; agenda.

1. Minutes were accepted with corrections from Peter Light.

2. FY 19 Update (John Mangiaratti & Peter Light)

John: we are on track; things are going smoothly; not as much snow so there's room in that budget.

Peter: Revenues are \$450k to the positive. We had a slight increase in Ch.70; transportation reimbursement was higher; investment income is "just south of \$200K". We will budget investment income in the future. We are \$950K to the positive in expense. The salaries are lower; there are fewer maternity leaves; 20% took the higher deductible health care plan. For SPED it's a wash. We got \$100K and transportation cost \$100K. Overall we are &1.4m positive.

3. Spreadsheet review (All)

Steve B: the debt exclusion and the outer years are marked in yellow. We have pulled out debt exclusion giving it its own row. Our plan has been to get the spreadsheet ready for the warrant. The biggest changes are in the outer years—the model has been retro-fitted and is ready to go.

No questions

4. School Building Update (Light & Altieri)

In February we sent the schematics to the state and we got feed-back we will be sending them to the MSBA on April 28. We will be working on the schematic designs and value engineering between now and June and send them into the MSBA in early July. We expect to hear by August 28th at that time we will know the costs and the size of the state reimbursement. We will have a good sense of the costs when we send the plans in.

Jason: It will take from the end of June through August just for the MSBA to come up with the effective reimbursement rate?

Peter: Yes.

5. Discussion of Town meeting articles (All)

Jason: We've not had a chance to go through all of them.

Katie: We have gone through all 53 and given out the presentations; we have deferred the PB (Planning Board) article until the 18th.

Peter: I will be drafting the language [for the schools two articles] tomorrow and will meet with the finance committee on Tuesday. We have looked closely at stabilization funds and we want to be transparent on the intended uses.

Legally it can be used for any purposes for the district. We have to look at bounding which will mean capital. For example if we get an unexpected influx of (Special Education students) SPED kids. I will get you copies (for the FC meeting) on the spreadsheets. We also have to be aware of the 5% E&D threshold.

Jason: we really do need the final language before we go to print. We have passed over some of the articles because of the language but we will revisit some of them.

John: all we can ask is that you get your recommendations as soon as possible.

Bart: who will not be here next year?

Katie: this is my fourth time and I have found it to be a good process and valuable. I just wish you all good luck in the future.

Jason: this is my second year and I will not be here next year. I do like the process—at first I wondered if it would work.

Diane: It will be the new school committee chairs and we will not know who they will be until we reorganize after Boxboro's town meeting and election.

John: I have enjoyed working with you all and working together for the betterment of the community.

Peter: It's a good way to get top understand the whole community and not just the schools. It helps to develop a budget within that context.

Katie: it's the staff that helps get us up to speed and for that we thank you.

6. Public Comment

Charlie: The ALG started because of Prop. 2.5 Before that the BoS did not make any recommendation on the school budget and as every article was passed there was a tally sheet to show us how much we were spending and what the levy would be. It's a lot better now.

On the spreadsheet on FY21 &22 there is a negative net position. Is the tax impact based on the levy as above or total with the deficit?

SB: levy for FY21 is full taxation; we will have debt exclusion on top.

Marie: It will be a \$1.2m deficit which will be balanced but the spreadsheets will have the SFT.

Bart: This is the last meeting of this season. When is the next?

There was a general discussion as to when the next meeting had to happen based on the requirements of the OML (Open Meeting Law) for having the minutes done by the next three meetings or three months---which ever was sooner.

There were some concerns about Boxboro not having their elections and town meeting until May.

It was decided that the next meeting would be held on May 16, 7:30 AM in Room 204, Acton Town Hall.

Adjourned: 7PM

Ann Chang



Boxborough Leadership Forum (BLF) Pre-Town Meeting Forum Sargent Memorial Library Conference Room 427 Massachusetts Ave, Boxborough, MA 01719 Tuesday, April 23, 2019 at 7 PM Minutes

APPROVED: May 28, 2019

Attendance:

Select Board: Susan Bak, Maria Neyland, Les Fox and Bob Stemple **Finance Committee:** Gary Kushner, Keith Lyons and Becky Neville **ABR School Committee:** Tessa McKinley, Mary Brolin and Adam Klein

Planning Board: Abby Reip and Owen Neville

Library Board of Trustees: Jennifer Campbell, and Mary Brolin

Other Attendees: Ryan Ferrara, Town Administrator; Peishan Bartley, Library Director, Jennifer Barrett, Town Accountant, John Fallon, Moderator, Liz Markiewicz, Town Clerk, Kirby Dolak, BXB-TV Coordinator, Tim Rudolph, Economic Development Comm./Design Review Comm.; Al Murphy, Housing Board; Citizen Petitioners-Karla Briggs, Patrick Klein & Jodi Justofin and Cheryl Mahoney, Dept. Assistant/Recorder and members of the public.

The documents discussed herein have been included with the file copy of the agenda packet for the above referenced date and are hereby incorporated by reference.

ABRSC Co-Chair McKinley called the meeting to order at 7:03 P.M. in the Meeting Room of the Sargent Memorial Library, 427 Massachusetts Avenue, Boxborough.

Attendees introduced themselves.

Minutes:

McKinley moved to accept the minutes of March 19, 2019. Seconded by Brolin. Approved unanimously.

Fallon to open the Pre-Town Meeting Discussion. This is to discuss Town Meeting process and structure and not article content. PowerPoint Presentations (PPT) are due on May 1st. It was anticipated we will need, at least, three nights to complete all articles, possibly four. Discussion of the Citizen Petition Articles - #47, 48 and 49, was taken out of order.

#47 - Jodi Justofin will move article and present PPT

#48 - Patrick Kyle will move article and present one slide PPT

#49 - Karla Briggs will move article and present PPT

As all of these are related to development/zoning Planning Board Chair Abby Reip spoke to the process that Town Counsel has advised e.g. Planning Board report(s) on article. Article #49 will be presented at their next meeting, and the Planning Board will finalize these statements/reports then. There was a general review of process, ordering and atypical processes such as ballot voting.

Discussion returned to general procedures; starting with a review of proposed opening processes. Once the opening is completed ATM will be suspended and STM opened. The article line-up was reviewed. Attendees were asked to advise who would be moving, location when speaking and whether they would have a PPT. Fallon referred attendees to the

proposed one-page marijuana hand-out. Revisions were suggested. Checkers or other volunteers will be asked to distribute this along with the Town Meeting Process handout, green voting cards and visitor/non-voter lanyards.

It was determined that Yes/No microphones would not be used.

There was a review of the seating diagram. We can accommodate over 500 attendees. There was a review of previous attendance numbers (i.e. Sept. 2018 approximately 350). It was noted which Boards/Committees required reserved seating and/or meeting space at the school prior to Town Meeting.

STM

Reip spoke to the STM items and the "what ifs" that could be triggered and the two ballot questions on May 21st. The Planning Board will present one PPT at the beginning of the STM and then move the respective articles individually. They continue to refine their PPT. Moderator will provide a one slide PPT explaining impact on ballot (Article #11). A summary will be developed using the Marijuana flyer for election day.

ATM

Amendments may be sought on Article #3 Setting Elected Officials Salaries and to Article #5 Operating Budget – specifically the ABRSD Assessment. If an Article #5 – Assessment amendment is submitted and deemed allowable, there was discussion as to the order of responses (i.e. ABRSC, FinCom).

There was discussion, as to whether to consolidate motions of those articles with subsections.

Recommendation presenters can simply refer to what was is written in the warrant.

There was discussion as to which consent agenda articles might possibly be held for discussion. Our consent agendas work because we provide so much information prior to Town Meeting.

There was additional discussion as to Counsel's recommendation on the Planning Board providing reports on the three citizen petition articles. Petitioner on Article #47 – handed in an amendment tonight. This will need to be sent to Town Counsel and they will advise if it is within the "four-corners" of the article and/or if a supplemental hearing will be necessary.

There was discussion about taking articles out of order. There was a quick review of the STM articles. The Pre-Town Meeting portion of the agenda closed.

Select Board provided any updates during the Town Meeting discussions and had nothing additional to report.

AB Regional School Committee updates

Brolin reported that the District is developing their reserve and capital funding policies. The review draft versions with FinCom last night and the feedback provided was submitted to the subcommittee. Acton passed both of the ABRSD related Town Meeting articles. They are still on track to hold concurrent STMs for the MSBA Project Funding in mid-December, but no firm date is set yet.

Finance Committee updates

They have been having quorum issues and are actively looking for new members.

There were no updates from Library Trustees.

Planning Board provided any updates during the Town Meeting discussions and had nothing additional to report.

No FY2020 budget updates; proceeding with the version as printed in warrant.

Next meeting date - May 28, 2019.

At 8:33 PM, Neyland moved to adjourn. Seconded by Becky Neville. Approved unanimously.

BLF-20190508



Acton-Boxborough Regional School Committee

Meeting Agenda Item Summary

MEETING DATE		OATE 6.13.19	AGENDA ITEM NUMBER	3.c.iii		
AGENDA ITEM TITLE		ITLE Subcommittee Assign	Subcommittee Assignments			
	PRESENTE	R(S) Diane Baum/Tessa McK	Diane Baum/Tessa McKinley			
SUMMARY OF TOPIC		introduction to the variou	Subcommittees will be discussed at the July workshop but this is a brief introduction to the various subcommittees and assignments that School Committee members are expected to participate in during the year.			
WHAT	WHAT ACTION (if any) DO YOU WISH SCHOOL COMMITTEE TO TAKE?					
	No action requested - this is a short update or presentation of information					
х	Request input and questions from the School Committee, but no vote required					
	Request formal action with a specific vote:					
	If formal action is requested, is this item being presented:					
for the OR			first time, with a request that the School Committee vote at a subsequent meeting			
with the		vith the request that the School	e request that the School Committee take action immediately			
If form	If formal action is requested, include a suggested motion or contact Beth Petr. SUGGESTED MOTION					
	FOLLOW	/-UP				
	APPROX. TIME FOR TAGENDA ITEM (M					
	ATTACHME	NTS - FY19 List of Su	bcommittees and Assignments			

Acton-Boxborough Regional School Committee 2018-2019 Subcommittees & Assignments

CASE Board Member

Superintendent Peter Light

EDCO School Committee Leadership Liaison/Round Table

EDCO Board Member (voting member)

EDCO Advisory Member (non-voting member)

Angie Tso

Superintendent Peter Light

Diane Baum

Health Insurance Trust (HIT) Representative

Mary Brolin, Diane Baum (shadow)

PTSO Liaison Coordinator

Diane Baum, Tessa McKinley, Ginny Kremer

Special Education Parent Advisory Comm Liaison

Diane Baum, Paul Murphy, Tessa McKinley

Acton Leadership Group (ALG) Representatives

Acton Board of Selectmen Liaison Acton Finance Committee Liaison Diane Baum, Paul Murphy

Paul Murphy

Amy Krishnamurthy

OPEB Trust Fund Board of Advisors

ABRSC Chairperson, Diane Baum

Boxborough Leadership Forum (BLF) Representatives

Boxborough Board of Selectmen Liaison Boxborough Finance Committee Liaison All Boxborough Members

Tessa McKinley Mary Brolin

Minuteman Tech Liaison/SC Rep to Acton MMT Working Group

Angie Tso

Danny's Place Youth Services Advisory Board

Amy Krishnamurthy

Legislative Liaison

Ginny Kremer

SUBCOMMITTEES:

Budget Subcommittee

Mary Brolin, Amy Krishnamurthy, Diane Baum, Eileen

Zhang, Michael Bo, Tessa McKinley

Calendar Survey Subcommittee

Tessa McKinley, Maya Minkin, Eileen Zhang

Capital Improvement Subcommittee

Diane Baum, Adam Klein (chair), Paul Murphy

Debt Strategy Subcommittee (May 2019)

Michael Bo, John Petersen

Negotiations Subcommittee

Amy Krishnamurthy, Tessa McKinley, Paul Murphy

Policy Subcommittee

Amy Krishnamurthy (chair), Maya Minkin, Eileen

Zhang, Ginny Kremer, Angie Tso, Adam Klein

Protocol Subcommittee

Ginny Kremer, Amy Krishnamurthy, Tessa McKinley,

Angie Tso, Eileen Zhang

School Building Committee (subcommittee)

Mary Brolin (chair), Amy Krishnamurthy, Adam Klein,

Maya Minkin

Warrant Signature Subcommittee

Paul Murphy, Maya Minkin, Mary Brolin, Tessa

McKinley, Eileen Zhang

voted 8/23/18 & 9/20/18, updated May 2019

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING DRAFT Minutes

Library R.J. Grey Junior High School 16 Charter Road, Acton, MA May 23, 2019 7:00 p.m.

Members Present:

Diane Baum, Michael Bo (8:00 p.m.), Adam Klein, Amy Krishnamurthy, Tessa

McKinley, Maya Minkin (7:22 p.m), Paul Murphy, John Petersen, Nora Shine, Angie Tso

Members Absent:

Ginny Kremer

Others:

Dawn Bentley, Deborah Bookis, Peter Light, Beth Petr, Dave Verdolino

1. Welcome! Call to Order and Routine Business - Diane Baum

The ABRSC was called to order at 7:02 p.m. by Chairperson Diane Baum. She reported on the Annual Boxborough Election and welcomed new member Nora Shine. Diane thanked all who attended Boxborough Town Meeting and supported the budget and warrant articles.

- a. Public Participation
 - ABRHS senior Alex Condes has been interning for the Acton Town Manager. She encouraged people to subscribe to some of the new town social media resources including facebook and twitter at http://www.acton-ma.gov/
- b. Student Representatives Update
 Michael Cheng reported that graduation is June 7th and sophomores just took the math MCAS.
- c. Superintendent's Update *Peter Light*Many celebrations are happening this time of year. Mr. Light thanked all of the volunteers for their efforts this year and highlighted the current need for volunteers for Project Graduation and ABPIP STEM. On a different note, he mentioned the number of recent speakers the schools have hosted to talk about issues such as bias, race and bullying. Several of these have been very powerful events including Rita Finder who is one of the last survivors of Schindler's List. He noted that a threat was recently posted in a high school bathroom, but described it as not a credible threat to anyone's safety. A communication will be coming out. A Superintendent's Task Force will be created with our community to discuss race, bias and hate and try to address what is happening in our community.

2. New Business - Reports

- a. Banning Plastic Bags ABRHS Student Presentation
 Isabella Harshbarger and Paige Kelley successfully presented their proposal at Acton Town
 Meeting on April 2 to reduce the use of plastic shopping bags. This began when they took the
 senior project class and involved extensive work leading up to the vote. Senator James Eldridge,
 who is working to ban these bags in the state, was very helpful. They learned a lot about the
 political process and how to create a bylaw. Instead of switching to paper bags, which also have
 consequences, they encourage using reusable bags and received a grant to provide them to those
 who cannot afford reusable ones.
- b. School Improvement Plan Update R.J. Grey Junior High School, *Principal Andrew Shen*Principal Shen shared his Goals Review including highlights from 2018-2019 and next steps for 2019-2020. Regarding equity, the Committee discussed the difficulties faced by some families for whom English is not their home language. Some come in person to register their children if they don't have use of a computer or language difficulties. More translation capability is being added to our website. Members and Mr. Shen discussed how students who are introverts are being

affirmed in the classroom. Group projects often require an extrovert approach. Using technology can help because it gives students a chance to think before responding, unlike participating out loud in class. Assessing class participation needs to be considered. The extension of the step program was applauded by several members.

- c. School Wellness Advisory Committee Annual Update *Assistant Superintendent Dawn Bentley* Dr. Bentley reported that the Committee and its three subcommittees achieved all of their requirements this year.
 - 1. School Start Time Subcommittee –

Survey results overwhelmingly support the later start time. They recommend that the Jr High and High School have the same schedule (8:00-2:36). Concerns still exist around early sports dismissals, bus ridership and traffic on Charter Road.

2. Device/Screen Time Subcommittee -

Various actions were piloted to support the three strategies for healthy, balanced use. Students educating other students led to the most success, as seen when High Schoolers visited Conant 6th graders and really engaged the younger kids.

3. Wellness Procedures and Website -

School nurses, counselors and principals were surveyed. The school wellness policy and procedures are being reviewed and updated. Inconsistencies among the school buildings regarding the policy and procedures were noted.

Angie Tso commented that many parents think that the successful student involves both school and family. Wellness signs can sometimes be missed by parents. Families can learn how to recognize wellness warning signs as a result of the schools' efforts. Regarding screen time, John Petersen advocated for doing nothing, meditation, playtime or family downtime away from devices and screens. Challenge Success also encourages this kind of thing. Maya Minkin asked if specific schools would be asked to reinforce their awareness of the wellness policy and procedures, particularly around food and students' allergies. It was agreed that there is a need to creatively publicize the wellness procedures. Giving them out at Back to School Night was one suggestion.

Members discussed the need for parents to easily find information on the website when they have concerns. The student services website and the communication map are visible and full of resources. When in doubt, parents should contact their child's counselor. Mr. Light added that the website is currently being updated to be more easily accessible, starting with the Building Project section of abschools.org.

3. Ongoing Business

- a. Policy
 - i. FY20 ABR High School Handbook (per policy CHCA) First Read/Possible <u>VOTE</u> Principal Larry Dorey

Mr. Light reviewed the School Committee's purview regarding the handbook, noting that authority for the development of the student handbook rests with the school principal. The Committee approves the handbooks to ensure they are "in compliance with the broad disciplinary and educational policies and goals of the district". Principal Dorey reviewed the 14 proposed changes and then asked for questions.

In response to a request for a major review and revision to the handbook due to parts of it being very dated, Mr. Dorey agreed that it had been a long time since that was done. It should include how it relates to the program guide and incorporate the right tone regarding how we value things like community service and extracurricular activities. Mr. Dorey explained that the handbook is a historical document but it really is reactive. When something needs to change or be updated, they

do it. It contains the rules they live by at the High School and those are the elements that need to be in there. He considered a thorough review a "good recommendation".

Michael Bo asked how the Committee would decide whether to vote on the handbook changes at the meeting, or wait until the next meeting for a second read and then vote. Mr. Light stated that if a committee member makes a motion to vote at the meeting, they will consider the motion and then vote. There is no requirement that there be two readings. Michael disagreed with the process saying he needed more time before voting. Two other members said they were ready to vote.

Members discussed how grades would be calculated without a midterm and a final, the school logo (no cost to change it), and how students' financial hardships are handled given our fees and waiver policies. Per the policy, fees are distributed annually in the handbook, on the website and via email to students. The change to the eligibility language for athletics is needed for clarification because there were some courses that did not count toward eligibility.

Tessa McKinley moved to approve the 2019-2020 ABRHS student handbook with changes as presented. Adam Klein seconded.

In response to a further question about the eligibility language for athletics, Mr. Dorey said that it is required by the MIAA (the District's insurance company) and most of our courses meet the MIAA requirement. Eligibility is based on final report cards for the fall sports. This puts us in line with other schools' requirements. These changes will be in the handout at the start of the school year.

The Committee <u>VOTED</u> and the handbook with the proposed changes was approved. (YES: Baum, Klein, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Shine, Tso NO: Michael Bo)

b. Effective School Solutions FY20 Junior High School Program Proposal —VOTE—Dawn Bentley Peter Light explained that the possible implementation of this new program was getting rushed and they had decided that it was better not to move forward with the proposal. This was especially true given that the timing was outside of the normal budget cycle and a number of logistical issues had come up. They would not have been able to sign a contract before July and that was not an appropriate timeline to set up such a significant new program.

Dawn Bentley explained that the District would also need to go out to bid for another group to step forward. It is also a good chance to engage in conversations with others that the District is currently working with like Riverside. The administration will continue to reach out to other districts and also learn from the first one that uses ESS in MA. Assabet Valley Services has been approved to address some of these needs for next year. Mr. Light said that he feels the District is not being clear about the continuum of services that we offer. He and Dawn Bentley will work on this and present the topic again. Members appreciated that this proposal was brought forward as it was, and agreed with the decision.

c. Recommendation to Appropriate FY19 Funds to the Capital Stabilization Fund – <u>VOTE</u> – *Peter Light*

Dave Verdolino stated that this vote is the culmination of something that the Committee has been talking about since the beginning of the budget season. Both towns have now voted to establish the Stabilization Fund with the purpose to help augment funding the Capital Improvement Plan.

Paul Murphy moved that the School Committee vote to transfer from E&D Reserve the sum of \$1,000,000 to the Capital Stabilization Fund. Amy Krishnamurthy seconded.

In response to a question, Dave Verdolino confirmed that after transferring these funds, he expects upon DOR certification, that the district will still maintain an E&D Reserve balance (before adjustments) of over 4% as of July 1, 2019. This is in keeping with the proposed new reserves policy.

The Committee **VOTED** unanimously to support the motion.

This vote needs to be communicated to both Select Boards within 7 days. Dave explained that the Boards have 45 days to call a Special Town Meeting if they wish to nullify this transfer. This presents a dilemma because that would be July 7, after FY19 ends. We have been advised to request a letter from the two Select Boards asking them to waive the 45 day period when we send them the notification announcement.

- d. End-of-Cycle Summative Evaluation Timeline & Report: Superintendent *Diane Baum Note: Committee and community members' input is due May 28th*.

 Diane reminded everyone about the deadline and to back up statements with evidence.
- e. School Building Committee Update -

Mr. Light reported that the District hosted the MSBA at the Parker Damon Building last week to show that our two distinct programs (McCarthy-Towne and Merriam) have been sustained since 2004. Positive feedback was that they indicated that the floor plans for the building have evolved significantly. June 5 will be the Facilities Assessment Subcommittee meeting. A redesign of the Project website is underway. Two preschool community forums were held recently. The intent is now to move the preschool into the new consolidated building. We are being very clear to the MSBA that we are keeping two school programs, Gates and Douglas, separate in the consolidated building.

- f. Updates: Acton Leadership Group (ALG) /Blanchard Leadership Forum (BLF)
 Diane reported that at ALG last week the Charter and ground rules were reviewed. She suggested that the Committee appoint whomever will be the ALG liaisons now and not wait until the summer workshop because the two groups are on different cycles.
- g. ABRSC Meeting Draft Schedule and Venue for 2019-2020 *Diane Baum*Diane reported that a meeting was added back in April and in June for next year to help make meetings shorter. The July workshop is from 5:00 9:00 as a working dinner with a leader.

4. Statement of Warrants

The Chair read the warrant and the Committee signed the documents. It was noted that members received copies of the warrants the day before for review. They did not see them for the first time as they signed.

5. CONSENT AGENDA – VOTE

Diane Baum read the items in the consent agenda. The minutes and policy BDA were held by John Petersen.

- a. Minutes of 5/9/19 School Committee Meeting HOLD
- b. Policy (Second Read)
 - i. (NEW) Reserves, File: DK
 - ii. (NEW) Capital Stabilization Fund, File: DP
 - iii. School Committee Annual Organizational Meeting, File: BDA HOLD

Amy Krishnamurthy moved, Paul Murphy seconded and it was unanimously, **VOTED**: to approve the consent agenda as amended.

Beth Petr reported several proposed changes to the meeting minutes of 5/9/19. Paul Murphy moved, Adam Klein seconded and it was unanimously,

VOTED: to accept the minutes as amended.

Regarding the School Committee Annual Organizational Meeting policy BDA, John Petersen held this item because he felt that a new member should not be asked to vote new officers at their very first meeting particularly when it falls only days after an election. He proposed that the election be at the June 13th meeting. The Committee discussed whether a few more weeks would be that helpful to a new member. They agreed that new members should feel included, and could abstain if they chose to. Members liked the transition period and approving the policy now would provide 3 weeks of it. When it was pointed out that this is Section 1F of the Regional Agreement, it was agreed that that was important to acknowledge.

Members discussed the control of the summer workshop and several felt that the incoming and outgoing chairs should plan it together. Adam Klein explained that the policy subcommittee discussed whether this item should be in the policy and decided to keep the workshop planning unspecified. It was agreed that calling it a transitionary period was enough detail for the policy.

Because this is a transition year from an Acton Chairperson to a Boxborough Chairperson, Michael Bo did not feel it was fair to create the transition period in the policy. Tessa McKinley disagreed completely adding that the committee as a whole is very collaborative and a transition period makes sense to work together. Diane Baum said that School Committees handle this issue in many different ways.

Tessa McKinley moved, Adam Klein seconded and it was

VOTED: to approve policy BDA as presented.

(YES: Baum, Klein, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Shine, Tso NO: Bo)

6. ABRSC Annual Organizational Meeting

- a. Election of Acton-Boxborough Regional School Committee Officers for FY20 **VOTES**
 - i. Chairperson VOTE Peter Light

The Superintendent asked for nominations for Chairperson for FY20.

John Petersen nominated Tessa McKinley. Paul Murphy seconded. There were no other nominations.

The School Committee then unanimously

VOTED: that Tessa McKinley be the FY20 ABRSC Chairperson.

ii. Vice Chairperson(s) – **<u>VOTE</u>** – New Chair

Nominations were opened for the Vice Chairperson from Acton.

- Maya Minkin nominated Diane Baum. Tessa McKinley seconded.
- John Petersen nominated Angie Tso. Adam Klein seconded.
- Paul Murphy nominated Amy Krishnamurthy. Tessa McKinley seconded.

Robert's Rules for voting when there is more than one nomination were explained. The Committee votes on each nominee in the order that they were nominated. The first to receive majority approval is elected. Tessa McKinley invited the nominees to say a few words and the members to comment if they wished. Amy Krishnamurthy respectfully declined the nomination. Members spoke in favor of Diane's valuable experience, as well as the need to give newer members like Angie a chance to grow. Angie thanked Diane for all of her efforts this past year as chair.

The Committee voted on Nominee #1 Diane Baum and by majority it was,

<u>VOTED</u>: that Diane Baum be the FY20 Vice Chairperson from Acton. (YES: Baum, Klein, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Shine, Tso ABSTAIN: Bo)

Nominations were opened for the Vice Chairperson from Boxborough.

• Angie Tso nominated Adam Klein. Paul Murphy seconded.

There were no other nominations.

The School Committee then unanimously

VOTED: that Adam Klein be the FY20 Vice Chairperson from Boxborough.

iii. Executive Secretary – **VOTE** – New Chair

Nominations were opened for the Executive Secretary.

• Paul Murphy nominated Beth Petr. Amy Krishnamurthy seconded.

There were no other nominations.

The School Committee then unanimously

VOTED: that Beth Petr be the FY20 Executive Secretary.

b. FYI: School Committee Annual Organizational Meeting Policy, File: BDA and School Committee Officers Policy, File: BDB

7. **<u>FYI</u>**

- a. Suicide Prevention Training: Question, Persuade, Refer (QPR), AB Cares, May 30 at 10 am in the Acton Library
- b. Invitation for the ABRSC: Annual Retirement Celebration, May 30th at 3:15
- c. Dismissal Times for Last Day of School on Wed, June 19th
- d. Danny's Place Youth Services Newsletter
- e. Distinguished Alumni Award from Michigan State University to Dr. Dawn Bentley

The ABRSC adjourned at 10:01 p.m.

Respectfully submitted, Beth Petr

List of Documents Used: warrants, see agenda with documents used

Memorandum

To:

Peter Light

From:

Larry Dore

Date:

6-11-19

Re:

Donations to ABRHS

Please present to the School Committee this list of gifts and donations received by ABRHS:

ABRHS Recipient	Donor	Amount
ABRHS – Proscenium Circus – for transportation	ABRHS – Friends of Drama	\$3,473.05
ABRHS – Proscenium Circus – for stipends for Performance workers	ABRHS – Friends of Drama	\$2,000.00
ABRHS – Proscenium Circus for Custodial Services required for hosting META event	Massachusetts Educational Theatre Association	\$583.00
ABRHS – for Student Wellness support	ABRHS Class of 2008	\$662.02
ABRHS	Regeneron Science Talent Search – 2019 School Award	\$4,000.00

31 MAY 19

Mr. Peter Light, Superintendent Acton-Boxborough Regional School District 15 Charter Road Acton, Massachusetts 01720

Re: Anonymous Donation

Dear Superintendent Light:

I am saddened to see that the number of homeless students in our district is rising. Please accept this gift to the District in the amount of \$500.00 to assist the district in providing stability to these children by whatever means you feel appropriate.

I would appreciate it is you could keep this donation anonymous.

Thank you.

Sincerely,



Acton-Boxborough Regional School District 16 Charter Road

Acton, MA 01720 978-264-4700



http://www.abschools.org/school-committee

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE MEMBERS 2019-2020

**Diane Baum	Acton	dbaum@abschools.org	April 2021
Michael Bo	Boxborough	mbo@abschools.org	May 2020
**Adam Klein	Boxborough	aklein@abschools.org	May 2021
Ginny Kremer	Acton	gkremer@abschools.org	April 2022
Amy Krishnamurthy	Acton	akrishnamurthy@abschools.org	April 2020
*Tessa McKinley	Boxborough	tmckinley@abschools.org	May 2020
Maya Minkin	Acton	mminkin@abschools.org	April 2020
Paul Murphy	Acton	pmurphy@abschools.org	April 2020
John Petersen	Acton	jpetersen@abschools.org	April 2022
Nora Shine	Boxborough	nshine@abschools.org	May 2022
Angie Tso	Acton	atso@abschools.org	April 2021

The Committee may be emailed at abrsc@abschools.org. These emails will also be received by the Superintendent, Deputy Superintendent and the Committee's Executive Assistant, Beth Petr. Beth may be reached at 978-264-3306 or bpetr@abschools.org.

^{*}Chairperson

^{**} Vice-Chair

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE MEETINGS 2019-2020

Acton-Boxborough Regional School Committee meetings are usually held on the first and third Thursdays of the month, at 7:00 p.m. in the R.J. Grey Junior High School Library.

Materials are posted at http://www.abschools.org/school-committee/meetings-agendas-packets-and-minutes usually on the Friday night prior to each meeting. Meeting agendas are posted at least 48 hours prior at www.abschools.org per the Open Meeting Law.

Annual Workshop: Tuesday, July 16 at 5:00 p.m. Summer Business Meeting: Tuesday, August 6 at 7:00 p.m. September 5 September 19 October 3 October 17 November 5 - Tuesday (MASC Annual Meeting is Nov 6-9) November 21 December 5 December 19 January 9 January 25 (Sat) School Committee Budget Saturday (Preliminary Budget must be prepared at least 20 days prior to final Budget Adoption.) February 6 Open Budget Hearing - required by law (Final Budget must be adopted not later than 45 days prior to start of Acton Town Meeting, 4/6/2020 . 45 days =) February 13 March 5 March 19 April 2 April 16 May 7

May 21

June 11 June 18

5.c. with changes tracked

File: KF-R

USE OF SCHOOL FACILITIES PROCEDURES

March 2018 May 2019

A variety of school facilities are available for school and community groups and individuals to rent. Acton-Boxborough Community Education schedules all school facilities on school days after 5:00/6:00 p.m., on weekends, holidays and vacations. Facility usage at other times is based on availability and is at the discretion of the building principal. Applications for facility rental should be made no later than *two weeks* in advance of the requested date. Information on use of school buildings may be found on the A-B Community Ed. website: https://abce.abschools.org, or by calling the office at (978) 266-2525.

Groups interested in using the High School Auditorium should first contact Brendan Hearn, ABRSD Technical Operations Manager (<u>bhearn@abschools.org</u> or 978-264-4700 x. 3425) to find out about space availability.

All in-school groups will have until July 31st to make requests for the following school year. As of August 1st, non-school groups may request rentals on a first come, first served basis. The ABRSD buildings are not available for use over summer vacation or for private events.

Please note: School activities supersede all other rentals. Renters may be bumped at the last minute if the district or school needs a space that has been rented. Every effort will be made to find the user a similar space or reschedule the event for another date.

CLASSIFICATIONS

Rental fees are based on user classification as follows:

CLASS 1 - School and Municipal Groups

- Events authorized and signed by a school faculty member
- Events for varsity sports and parent booster groups
- A-B Community Education programs
- Recognized school-related organizations, such as ABSAF, SADD, etc.
- Town of Acton and Town of Boxborough departments, boards and committees

Class 1 users do not pay rental fees or energy fees, only costs of personnel who work at the event (e.g. senior administrator, custodians, facilities staff, A/V staff, kitchen staff, etc.).

CLASS 2 – Acton-Boxborough Community Service Organizations

This class represents non-profit or civic groups within the towns of Acton or Boxborough whose main purposes are social, educational, cultural or recreational. These groups cannot be business related and must have a majority of their participants/members residing within the school district. Examples include town sports leagues, churches and other local 501c(3) organizations. Scout groups are charged \$10 a year for regular weekly meetings but assessed Class 2 fees for special events such as a Pinewood Derby.

FEES: Rental fees will be charged for all events, in accordance with the district's published fees. Energy fees will be charged when applicable. Class 2 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

CLASS 3 - All Other Organizations

FEES: Rental fees will be charged for all events, in accordance with the district's published fees. Energy fees will be charged when applicable. Class 3 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

FREQUENT USER DISCOUNT

Rental fees of users who rent school facilities 15-25 times per school year will be reduced by 10%.

Rental fees of users who rent school facilities 26+ times per school year will be reduced by 20%.

There are no discounts for personnel costs (senior administrator/custodial/facilities/kitchen/AV) associated with rentals.

NO LATEX

No latex products of any kind may be brought into the Parker Damon building.

Groups are encouraged to take extra precautions around the use of food items known to cause allergies.

SUPERVISION

The applicant is held responsible for the preservation of order and the protection of school property. When attendance or other conditions require the use of police, firemen or parking attendants, the user shall assume full responsibility for their assignments and pay for their services.

In the case of large events (i.e. ones that use more than 50% of a school building) the district may require that a Senior School District Administrator be present to ensure that the facility is well managed, organizers and attendees have a positive and safe experience, and the facility is left in appropriate condition for a smooth transition to school activities to follow. Costs for this Senior Administrator will be charged to the user. If the event is a school function, such as an Ice Cream Social, and a Senior Administrator will be present, he or she may volunteer to oversee the event and no charges will be assessed. If two or more groups are renting a school and their activities together require a Senior Administrator, the cost will be divided between the groups.

RESTRICTIONS

Renting groups shall be responsible for enforcing the following restrictions:

- a. Smoking: Smoking is NOT permitted in any school building or on school grounds.
- b. Intoxicants: Alcoholic beverages and drugs are forbidden on school property at all times.
- **c. Food or Beverage:** Food or beverage may not be served in any area outside the cafeteria except with permission of the school and/or A-B Community Education. Groups of 25 or more serving food in the cafeteria will be required to have a custodian. Community Education, in consultation with Facilities staff, will make the final determination as to the need for a custodian. Groups serving food must obtain a temporary food service

permit from the Board of Health Groups utilizing the kitchen for any reason other than using the sink to draw water, must have a kitchen supervisor.

- d. Anti-Hazing: Hazing is prohibited in all ABRSD facilities and subject to criminal punishment as well as school sanctions.
- e. Care of Property/Decorations: The renting organization shall be liable for any damages to school property occurring at the time of rental and/or as a result of the rental. Plans for mounting decorations must be approved in advance by the building principal. Tape may be used as long as it does not damage school property and that it is removed by the user at the completion of the activity. No scenery or props belonging to the users may be stored in school buildings. Wax may not be applied to floors. Furniture or equipment may not be removed from a space and shall be replaced in its original location at the completion of the activity.
- **f. Fire Prevention:** All local and state fire safety regulations will be observed. No open flames may be used. All materials used for decorations must be approved in advanced by school officials and the fire chief. Electric fixtures, line extensions, equipment, and appliances may be connected under the direct supervision of a custodian only.
- g. Use of Facilities: Rental use will be limited to the facilities and equipment specified in the usage agreement and will, under no circumstances, extend to other rooms, areas or use of equipment. Groups using the school facilities will not be permitted to promote or manage any form of chance, gambling, lotteries, raffles, bingo or other unlawful activities. Groups of children or minors shall NOT have access or use of facilities unless accompanied by an adult supervisor. The school system will remain impartial toward programs of a political nature and strive to give equal opportunity for use of school property to all political parties. School buildings will not be available for private functions such as birthday parties, family events, celebrations, individual recitals, dinners, etc.
- **h.** Access: A custodian will be assigned to open and secure the building when the building is not usually open.
- i. Concessions: The right of concession and sale of food and drink remains with the school and control rests with school officials. Organizations using the school cafeteria and kitchen facilities for the service or sale of food to the general public must receive a temporary food service permit from the Acton Board of Health.
- **j. Dances:** Dances will be limited to the high school lower gym and to the school cafeterias. Proper footwear must be used for all activities in the gym.

All programs, performances and usage of the school buildings must conclude before 11:00 p.m. Events which would end later than 11:00 p.m. (e.g. Project Graduation) may occur at the discretion of the Superintendent and the Community Education Director.

LIABILITY FOR INJURY AND RECOVERY OF DAMAGES

The user agrees to save and hold harmless the Acton-Boxborough Regional School District and agrees to assume responsibility for all liabilities arising from incident to the use, it being understood and agreed that the ABRSD assumes no obligations respecting the use of such premises. Depending upon the size and scope of a particular event, the renter(s) will be required to provide a Certificate of Insurance affording the following coverages:

- <u>General Liability</u> of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.
- <u>Workers' Compensation Insurance</u> as required by law.
- <u>Umbrella Liability</u> of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.

CUSTODIAL COVERAGE

As noted previously, custodians are assigned to any event occurring when a school building is closed. The custodian opens the facility and preps it for the event (including turning on heat/lights, unlocking doors, setting up furniture as needed, etc.), is on duty during the event to assist organizers, and then cleans and locks up afterwards. Other conditions that trigger custodian overtime are the presence of a significantly large group that cannot be supported by an on-duty custodian during his or her regular shift, and/or the presence of food that requires significant clean up/trash removal.

USE OF CAFETERIA/KITCHEN

Groups using the kitchen areas for anything more than the acquisition of water must employ a kitchen staffer and/or supervisor. Kitchen equipment will not be available for use by renting groups.

USE OF GYMNASIUMS

Groups/individuals renting the gymnasiums must wear sneakers and conduct athletic activities in a safe and supervised manner.

USE OF THE SWIMMING POOL

The high school pool may be rented to a group of 15 to 50 people. A pool supervisor and/or one currently certified lifeguard will be required for each group of 15-25 people. A pool supervisor and/or two lifeguards will be required for groups of 26-50 people. Lifeguards must be members of the current pool staff or be approved by the pool manager. Supervisor and lifeguard fees will be charged to the user group. A custodian will be required for any group using the high school pool.

USE OF GRASS FIELDS

Field requests are submitted to A-B Community Ed. in January for spring and summer use and in July for fall use.

USE OF ED LEARY FIELD

All requests for Ed Leary Field usage must be approved by the Community Education Director. All approved evening events must conclude by 10:00 p.m. and the sound system turned off. Stadium lights must be turned off by 10:30 pm and the parking lot cleared at that time. An event may go beyond that time in the event of overtime.

USE OF TENNIS COURTS

Given the heavy use of district courts by our schools and members of the Acton-Boxborough community, a limited number of rental hours are available. These hours occur for 10 weeks in the spring (from April through mid-June) and in the fall (September through mid-November). The schedule of available hours is posted on the A-B Community Ed. website (https://abce.abschools.org).

USE OF AUDIO VISUAL EQUIPMENT

Renting groups should indicate the need for audio-visual equipment on the application form. For events to be held at Acton-Boxborough Regional High School or at an elementary school, contact Brendan Hearn at (978) 264-4700 x3425 or bhearn@abschools.org. For events to be held at Raymond J. Grey Junior High, contact Jeanne Goulet Bouchard at (978) 264-4700 x 3395 or jbouchard@abschools.org..

ENERGY FEES

When a school building has been reserved for use by a Class 2 or Class 3 group at a time when the facility would otherwise be off-line, the ABRSD will assess energy fees associated with the costs associated with powering up the facility for the rental. If multiple renters are sharing a facility, the fee will be pro-rated according to their use.

Building	April-October Hourly Fee	November-March Hourly Fee
ABRHS	N/A	N/A
RJ Grey JH	\$20	\$50
Admin Building	\$5	\$15
Blanchard	\$10	\$25
Conant	\$5	\$15
Douglas	\$5	\$15
Gates	\$5	\$15
Parker Damon Building	\$20	\$30

CANCELLATION OF EVENTS

In the event that school is canceled due to inclement weather or other emergencies, outside rentals will also be canceled. Renters will be notified by the Community Education office if this has occurred.

SPECIAL EVENTS

Occasionally, requests for large group activities or activities of an unusual nature may necessitate specific precautionary measures before permission is granted. In order to protect the health and safety of participants as well as protect school property, activities where attendance is expected to exceed 500 require renters to hire a police officer. Proof of adequate insurance may also be required. The following procedure will be followed before the use of facility request is approved where extenuating circumstances would cause danger to persons or property:

- a. A representative of the renting group will submit an online use of facilities request. A meeting may be necessary to clarify the request.
 - b. The reservation is contingent upon:
 - 1. Written approval from the Acton Board of Selectmen that the police and fire protection will be adequate.
 - 2. The Superintendent is satisfied that the insurance coverage is adequate.
 - 3. The School Committee approves with a majority vote.

The use of school facilities is a privilege. Acton-Boxborough Community Education and the Acton-Boxborough Regional School Committee reserve the right to deny or restrict usage of the school facilities.

PAYMENT OF FEES

Costs are billed to the user after the event. Checks should be made payable to: "Acton-Boxborough Community Education" and sent to:

Acton-Boxborough Community Education Administration Building 15 Charter Road Acton, MA 01720

RENTAL FEES Effective July 1, 2018

	Class 1	Class 2	Class 3	
Classroom/Conference Room	N/A	\$30/use	\$30/hour	
Elementary Gym/JH Auxiliar	N/A	\$50/use	\$75/hour	
Gym			191	
HS Lower Gym	N/A	\$50/use	\$75/hour	
HS Upper Gym/JH Gym	N/A	\$50/use	\$150/hour	
Elementary/JH Cafeteria	N/A	\$50/use	\$75/hour	
HS Commons (3 caf)	N/A	\$50/use	\$100/hour	
Kitchen	N/A	\$50/use	\$75/hour	
JH/HS Auditorium	N/A	\$75/use	\$200/hour	
Library	N/A	\$50/use	\$75/hour	
Tennis Courts	N/A	\$8/use	\$12/hour	
Ed Leary Field	N/A	\$200/use plus lights	\$200/hour plus lights	
Elementary	N/A	\$50/use	\$50/hour	
Field/Playground		(N/A for youth sports		
		leagues)		
HS Pool	N/A	\$50/use	\$100/hour	
Energy Fees	N/A	See chart above	See chart above	
Custodian	Monday Saturday \$54/hour*			
	Sunday/Holiday - \$64/hour*Please confirm with Comm. Ed.*			
	3 hour minimum			
Kitchen Staff	Staffer - \$36/hour*			
	Supervisors \$46/hour*Please confirm with Comm. Ed.*		rith Comm. Ed.*	
A/V Staff	Student: \$20/hour			
	Supervisor: \$40/hour			
A/V Equipment	Tier 1: \$10/use			
	Tier 2: \$25/use			
	Tier 3: \$50/use			
Senior Administrator		\$65/hour		

^{*}Staff rates are increased as necessary to correspond with contractual provisions.

If an activity requires staff support, users should confirm rates with A-B Community Education.

5.c.

File: KF-R

USE OF SCHOOL FACILITIES PROCEDURES May 2019

A variety of school facilities are available for school and community groups and individuals to rent. Acton-Boxborough Community Education schedules all school facilities on school days after 5:00/6:00 p.m., on weekends, holidays and vacations. Facility usage at other times is based on availability and is at the discretion of the building principal. Applications for facility rental should be made no later than *two weeks* in advance of the requested date. Information on use of school buildings may be found on the A-B Community Ed. website: https://abce.abschools.org. or by calling the office at (978) 266-2525.

Groups interested in using the High School Auditorium should first contact Brendan Hearn, ABRSD Technical Operations Manager (bhearn@abschools.org or 978-264-4700 x. 3425) to find out about space availability.

All in-school groups will have until July 31st to make requests for the following school year. As of August 1st, non-school groups may request rentals on a first come, first served basis. The ABRSD buildings are not available for use over summer vacation or for private events.

Please note: School activities supersede all other rentals. Renters may be bumped at the last minute if the district or school needs a space that has been rented. Every effort will be made to find the user a similar space or reschedule the event for another date.

CLASSIFICATIONS

Rental fees are based on user classification as follows:

CLASS 1 - School and Municipal Groups

- Events authorized and signed by a school faculty member
- Events for varsity sports and parent booster groups
- A-B Community Education programs
- Recognized school-related organizations, such as ABSAF, SADD, etc.
- Town of Acton and Town of Boxborough departments, boards and committees

Class 1 users do not pay rental fees or energy fees, only costs of personnel who work at the event (e.g. senior administrator, custodians, facilities staff, A/V staff, kitchen staff, etc.).

CLASS 2 - Acton-Boxborough Community Service Organizations

This class represents non-profit or civic groups within the towns of Acton or Boxborough whose main purposes are social, educational, cultural or recreational. These groups cannot be business related and must have a majority of their participants/members residing within the school district. Examples include town sports leagues, churches and other local 501c(3) organizations. Scout groups are charged \$10 a year for regular weekly meetings but assessed Class 2 fees for special events such as a Pinewood Derby.

FEES: Rental fees will be charged for all events, in accordance with the district's published fees. Energy fees will be charged when applicable. Class 2 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

CLASS 3 – All Other Organizations

FEES: Rental fees will be charged for all events, in accordance with the district's published fees. Energy fees will be charged when applicable. Class 3 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

FREQUENT USER DISCOUNT

Rental fees of users who rent school facilities 15-25 times per school year will be reduced by 10%.

Rental fees of users who rent school facilities 26+ times per school year will be reduced by 20%.

There are no discounts for personnel costs (senior administrator/custodial/facilities/kitchen/AV) associated with rentals.

NO LATEX

No latex products of any kind may be brought into the Parker Damon building.

Groups are encouraged to take extra precautions around the use of food items known to cause allergies.

SUPERVISION

The applicant is held responsible for the preservation of order and the protection of school property. When attendance or other conditions require the use of police, firemen or parking attendants, the user shall assume full responsibility for their assignments and pay for their services.

In the case of large events (i.e. ones that use more than 50% of a school building) the district may require that a **Senior School District Administrator** be present to ensure that the facility is well managed, organizers and attendees have a positive and safe experience, and the facility is left in appropriate condition for a smooth transition to school activities to follow. Costs for this Senior Administrator will be charged to the user. If the event is a school function, such as an Ice Cream Social, and a Senior Administrator will be present, he or she may volunteer to oversee the event and no charges will be assessed. If two or more groups are renting a school and their activities together require a Senior Administrator, the cost will be divided between the groups.

RESTRICTIONS

Renting groups shall be responsible for enforcing the following restrictions:

- a. Smoking: Smoking is NOT permitted in any school building or on school grounds.
- b. Intoxicants: Alcoholic beverages and drugs are forbidden on school property at all times.
- c. Food or Beverage: Food or beverage may not be served in any area outside the cafeteria except with permission of the school and/or A-B Community Education. Groups of 25 or more serving food in the cafeteria will be required to have a custodian. Community Education, in consultation with Facilities staff, will make the final determination as to the need for a custodian. Groups serving food must obtain a temporary food service permit from the Board of Health Groups utilizing the kitchen for any reason other than using the sink to draw water, must have a kitchen supervisor.

- d. Anti-Hazing: Hazing is prohibited in all ABRSD facilities and subject to criminal punishment as well as school sanctions.
- e. Care of Property/Decorations: The renting organization shall be liable for any damages to school property occurring at the time of rental and/or as a result of the rental. Plans for mounting decorations must be approved in advance by the building principal. Tape may be used as long as it does not damage school property and that it is removed by the user at the completion of the activity. No scenery or props belonging to the users may be stored in school buildings. Wax may not be applied to floors. Furniture or equipment may not be removed from a space and shall be replaced in its original location at the completion of the activity.
- **f. Fire Prevention:** All local and state fire safety regulations will be observed. No open flames may be used. All materials used for decorations must be approved in advanced by school officials and the fire chief. Electric fixtures, line extensions, equipment, and appliances may be connected under the direct supervision of a custodian only.
- g. Use of Facilities: Rental use will be limited to the facilities and equipment specified in the usage agreement and will, under no circumstances, extend to other rooms, areas or use of equipment. Groups using the school facilities will not be permitted to promote or manage any form of chance, gambling, lotteries, raffles, bingo or other unlawful activities. Groups of children or minors shall NOT have access or use of facilities unless accompanied by an adult supervisor. The school system will remain impartial toward programs of a political nature and strive to give equal opportunity for use of school property to all political parties. School buildings will not be available for private functions such as birthday parties, family events, celebrations, individual recitals, dinners, etc.
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The user agrees to save and hold harmless the Acton-Boxborough Regional School District and agrees to assume responsibility for all liabilities arising from incident to the use, it being understood and agreed that the ABRSD assumes no obligations respecting the use of such premises. Depending upon the size and scope of a particular event, the renter(s) will be required to provide a Certificate of Insurance affording the following coverages:

- <u>General Liability</u> of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.
- Workers' Compensation Insurance as required by law.

• <u>Umbrella Liability</u> of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.

CUSTODIAL COVERAGE

As noted previously, custodians are assigned to any event occurring when a school building is closed. The custodian opens the facility and preps it for the event (including turning on heat/lights, unlocking doors, setting up furniture as needed, etc.), is on duty during the event to assist organizers, and then cleans and locks up afterwards. Other conditions that trigger custodian overtime are the presence of a significantly large group that cannot be supported by an on-duty custodian during his or her regular shift, and/or the presence of food that requires significant clean up/trash removal.

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Groups using the kitchen areas for anything more than the acquisition of water must employ a kitchen staffer and/or supervisor. Kitchen equipment will not be available for use by renting groups.

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Groups/individuals renting the gymnasiums must wear sneakers and conduct athletic activities in a safe and supervised manner.

USE OF THE SWIMMING POOL

The high school pool may be rented to a group of 15 to 50 people. A pool supervisor and/or one currently certified lifeguard will be required for each group of 15-25 people. A pool supervisor and/or two lifeguards will be required for groups of 26-50 people. Lifeguards must be members of the current pool staff or be approved by the pool manager. Supervisor and lifeguard fees will be charged to the user group. A custodian will be required for any group using the high school pool.

USE OF GRASS FIELDS

Field requests are submitted to A-B Community Ed. in January for spring and summer use and in July for fall use.

USE OF ED LEARY FIELD

All requests for Ed Leary Field usage must be approved by the Community Education Director. All approved evening events must conclude by 10:00 p.m. and the sound system turned off. Stadium lights must be turned off by 10:30 pm and the parking lot cleared at that time. An event may go beyond that time in the event of overtime.

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mid-June) and in the fall (September through mid-November). The schedule of available hours is posted on the A-B Community Ed. website (https://abce.abschools.org).

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ENERGY FEES

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Building	April-October Hourly Fee	November-March Hourly Fee
ABRHS	N/A	N/A
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Admin Building	\$5	\$15
Blanchard	\$10	\$25
Conant	\$5	\$15
	\$5	\$15
Douglas	\$5	\$15
Gates Parker Damon Building	\$20	\$30

CANCELLATION OF EVENTS

In the event that school is canceled due to inclement weather or other emergencies, outside rentals will also be canceled. Renters will be notified by the Community Education office if this has occurred.

SPECIAL EVENTS

Occasionally, requests for large group activities or activities of an unusual nature may necessitate specific precautionary measures before permission is granted. In order to protect the health and safety of participants as well as protect school property, activities where attendance is expected to exceed 500 require renters to hire a police officer. Proof of adequate insurance may also be required. The following procedure will be followed before the use of facility request is approved where extenuating circumstances would cause danger to persons or property:

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 - b. The reservation is contingent upon:
 - 1. Written approval from the Acton Board of Selectmen that the police and fire

protection will be adequate.

- 2. The Superintendent is satisfied that the insurance coverage is adequate.
- 3. The School Committee approves with a majority vote.

The use of school facilities is a privilege. Acton-Boxborough Community Education and the Acton-Boxborough Regional School Committee reserve the right to deny or restrict usage of the school facilities.

PAYMENT OF FEES

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Acton-Boxborough Community Education Administration Building 15 Charter Road Acton, MA 01720

RENTAL FEES

	Class 1	Class 2	Class 3								
Classroom/Conference Room	N/A	\$30/use	\$30/hour								
Elementary Gym/JH Auxiliar	N/A	\$50/use	\$75/hour								
Gym											
HS Lower Gym	N/A	\$50/use	\$75/hour								
HS Upper Gym/JH Gym	N/A	\$50/use	\$150/hour								
Elementary/JH Cafeteria	N/A	\$50/use	\$75/hour								
HS Commons (3 caf)	N/A	\$50/use	\$100/hour								
Kitchen	N/A	\$50/use	\$75/hour								
JH/HS Auditorium	N/A	\$75/use	\$200/hour								
Library	N/A	\$50/use	\$75/hour								
Tennis Courts	N/A	\$8/use	\$12/hour								
Ed Leary Field	N/A	\$200/use plus lights	\$200/hour plus lights								
Elementary	N/A	\$50/use	\$50/hour								
Field/Playground		(N/A for youth sports									
		leagues)									
HS Pool	N/A	\$50/use	\$100/hour								
Energy Fees	N/A	See chart above	See chart above								
Custodian		Please confirm with Comm.	Ed.*								
		3 hour minimum									
Kitchen Staff		Please confirm with Comm.	Ed.*								
A/V Staff		Student: \$20/hour									
		Supervisor: \$40/hour									
A/V Equipment	Tier 1: \$10/use										
		Tier 2: \$25/use									
		Tier 3: \$50/use									
Senior Administrator		\$65/hour									

^{*}Staff rates are increased as necessary to correspond with contractual provisions.

If an activity requires staff support, users should confirm rates with A-B Community Education.

Office of the Superintendent Acton-Boxborough Regional Schools 978-264-4700, x 3206

TO:

All Staff and Families

FROM:

Peter Light, Superintendent of Schools

DATE:

May 9, 2019

RE:

DISMISSAL TIMES for LAST DAY of School - Wednesday June 19, 2019

Dismissal times for Wednesday, June 19, 2019:

11:06 a.m. - Raymond J. Grey Junior High School

11:18 a.m. - Acton-Boxborough Regional High School

12:50 p.m. - All Elementary Schools

11:15 a.m. - Carol Huebner Early Childhood Program - both sites
No PM sessions will be held.

On Wednesday, June 19, elementary schools will follow the regular Thursday early dismissal schedule.

The Junior High will have its end of year assembly on June 19 at the High School. Buses will transport Junior High and High School students from the High School at dismissal time on June 19.

In addition, please note that High School students will be dismissed at 11:18 a.m. after final examinations on June 13 through June 19.

Buses will be provided to transport High School students home at 11:18 a.m. on June 13 through June 19.

Lunch will not be available from the High School Cafeteria starting June 13. High School students will need to make a request at the High School Office and lunches will be sent down from the Junior High School.

NOTE: Breakfast, lunch, snacks and drinks will be sold daily from 9:00 -11:30 a.m. in the High School Cafeteria again this summer from June 24 – August 2 (closed on July 4th). For students who currently receive free or reduced lunch, their eligibility continues through the summer. For more information, contact Food Services Director, Kirsten Nelson at 978-264- 4700 x3221 or knelson@abschools.org.

Acton-Boxborough Regional School District

Junior High and High School Schedule SCHOOLS OPEN

Wednesday August 28, 2019

*With the exception of

8th, 10th, 11th, & 12th graders, who start on Thursday August 29, 2019 **JUNIOR HIGH:** 8:00-2:36 p.m.

HIGH SCHOOL: 8:00-2:47 p.m.

Early Dismissal: RJ Grey: 11:18 a.m. High School: 11:06 a.m.

Elementary School Schedule

SCHOOLS OPEN

Wednesday August 28, 2019

All-Day K and Grades 1-6:
8:50-a.m. – 3:20 p.m.
(Thursdays – 12:50 p.m. dismissal)
Half Day Kindergarten
AM Session: 8:50 a.m. – 11:50 noon
(Thursday Schedule 8:50 a.m. – 12:50 p.m.)

Elementary School Lunch Price: \$2.75 Junior High/ High School Price: \$2.75 Lunch, includes fruit, vegetable, milk Milk only: \$.50

For more information, see the Food services website at: https://www.abschools.org/district/food_services

*** Direct Phone Numbers ***

Blanchard: 978-263-4569Conant: 978-266-2550Douglas: 978-266-2560Gates: 978-266-2570McCarthy-Towne: 978-264-3377Merriam: 978-264-3371

All other schools: 978-264-4700

Rev: 6.11.19

Open House Dates - Fall 2019 1/23/19

Blanchard	September 24 6:00-8:00pm									
Conant	September 23									
	7:00-8:00pm - Grades 4 – 6									
	September 24									
	7:00-8:00pm - Grades K - 3									
Douglas	September 10									
	6:00-6:45pm - Grades 3 & 4									
	7:00-7:45pm - Grades 5 & 6									
	September 17									
	6:00-6:45pm - All Kindergartens									
	7:00-7:45 pm - Grades 1& 2									
Gates	September 23									
	6:00-6:45pm – Grade 6									
	7:00-7:45pm – All Kindergartens &									
	Grade 3									
	September 24									
	6:00-6:45pm – Grades 2 & 4									
	7:00-7:45pm – Grades 1 & 5									
McCarthy-Towne	September 11									
,	6:00pm – 8:00pm									
Merriam	September 24									
	6:00pm - Kindergarten									
	7:00pm - Grades 1 - 6									
Junior High	September 26									
<i>y</i> =	7:00pm – 8:45pm									
High School	October 10									
	6:50pm – 9:05pm									





Beth Petr < bpetr@abschools.org>

This Month in the Division of Open Government

1 message

Attorney General's Division of Open Government < OpenMeeting@state.ma.us> Reply-To: Attorney General's Division of Open Government < OpenMeeting@state.ma.us> To: bpetr@abschools.org

Thu, May 30, 2019 at 2:34 PM

View this email in your browser



This Month in the **Division of Open** Government May 2019

Good morning,

We are writing today to share updates from the Attorney General's Division of Open Government.

Included in this month's edition:

- Training Opportunities
- Open Meeting Law Advisory Commission
- Guidance Spotlight: Remote Participation

Please pass along the information below to your constituencies and to anyone else who might be interested.

As always, you are welcome to contact us at (617) 963-2540 or OpenMeeting@State.MA.US with any Open Meeting Law questions.

In partnership,

The Attorney General's Division of Open Government

Training Opportunities



AMHERST, May 16: Assistant Attorney General Kerry Kilcoyne kicks off an Open Meeting Law training.

We have wrapped up our spring 2019 regional training tour. Thank you to Peabody, Avon, and Amherst for hosting us! We will be scheduling our fall 2019 regional trainings later this summer. If your community is interested in hosting a regional training, please contact our office at (617) 963-2925 or OMLTraining@state.ma.us.

Once we have scheduled our fall trainings, the dates will be posted on our training website.

<u>Upcoming Open Meeting Law Webinar Trainings</u>

Wednesday, June 19, 2019: 12:30pm - 2:00pm

Thursday, July 18, 2019: 9:30am - 11:00am

<u>Training Registration:</u> Individuals interested in attending an educational forum are asked to register in advance by emailing <u>OMLTraining@state.ma.us</u> or by calling 617-963-2925, and providing: 1) their first and last names; 2) phone number; 3) email address; 4) town of residence; 5) the public body/organization they represent, if applicable; and 6) the location of the educational forum they will attend.

Unable to make it to a webinar or regional training?

Training videos, which feature the same content as live trainings, are available on our website.

Visit: https://www.mass.gov/service-details/open-meeting-law-training-videos.

Open Meeting Law Advisory Commission

The OMLAC met last on May 14, 2019, and plans to meet again in October.

Guidance Spotlight: Remote Participation

This month's Guidance Spotlight presents an overview of the rules pertaining to remote participation of public body members in meetings under the Open Meeting Law. The Attorney General's Regulations, 940 CMR 29.10, permit remote participation in certain circumstances. However, the Attorney General strongly encourages members of public bodies to physically attend meetings whenever possible.

Note that the Attorney General's regulations enable members of public bodies to participate remotely if the practice has been properly adopted, but do not require that a public body permit members of the public to participate remotely. A public body may choose to allow individuals who are not members of the public body to view or participate in a meeting remotely; such public participation is not governed by the Open Meeting Law's remote participation procedures.

How can the practice of remote participation be adopted?

Remote participation may be used during a meeting of a public body if it has first been adopted by the chief executive officer of the municipality for local public bodies, the county commissioners for county public bodies, or by a majority vote of the public body for retirement boards, district, regional and state public bodies. The chief executive officer may be the board of selectmen, the city council, or the mayor, depending on the municipality.

If the chief executive officer in a municipality authorizes remote participation, that authorization applies to all public bodies in the municipality. The chief executive officer may place additional restrictions on remote participation (such as permissible reasons for remote participation or a limit on the number of times a public body member may participate remotely) beyond those contained in the regulations. However, any restriction on remote participation, other than on the amount and source of payment for any costs associated with remote participation, must apply to all public bodies within the adopting authority's jurisdiction. In addition, the chief executive officer can authorize public bodies in that municipality to individually "opt out" of the practice altogether.

What are the minimum requirements for remote participation?

Once remote participation is adopted, public body members can engage in remote participation if the following minimum requirements are met:

- A member of a public body may participate remotely only if physical attendance would be unreasonably difficult;
- 2. A quorum of the body, including the chair or, in the chair's absence, the person chairing the meeting, must be physically present at the meeting location;
- 3. Members of a public body who participate remotely and all persons present at the meeting location must be clearly audible to each other; and
- 4. All votes taken during a meeting in which a member participates remotely must be by roll call vote.

What procedures must be followed if remote participation is used at a meeting?

At the start of any meeting during which a member of a public body will participate remotely, the chair must announce the name of any member who is participating remotely; such information must also be recorded in the meeting minutes. The chair's statement does not need to contain any detail about the reason for the member's remote participation. Public body members who participate remotely may

Acton-Boxborough Regional School District Mail - This Month in the Division of Open Government

participate fully in deliberations and in all votes. In addition, members who participate remotely may participate in executive sessions, but must state at the start of any such session that no other person is present or able to hear the discussion at the remote location, unless the public body has approved the presence of that individual.

As always, you are welcome to contact us at (617) 963-2540 or OpenMeeting@State.MA.US for additional Open Meeting Law guidance.









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CASE Collaborative Family Community News & Resource Pages



CASE Collaborative Parent Coffees and Support Groups

Dear CASE Families,

We had a great turn out at the CASE sponsored DDS Presentation on April 25th! Victor Hernandez, The Deputy Assistant Commissioner, gave participants a well-informed overview of the Department of Developmental Services in both children and adult services. Victor highlighted how supports offered by DDS are provided to enhance opportunities for individuals to become fully engaged members of their community. The discussion was followed by a Q&A where families had an opportunity to ask questions as they relate to their own family needs.

DDS has updated their website with comprehensive information about services that is easy to read and easy to navigate! You can peruse the website at the following link https://www.mass.gov/orgs/department-of-developmental-services. DDS' mission is to create, in partnership with others, innovative and genuine opportunities for individuals with intellectual and developmental disabilities to participate fully and meaningfully in, and contribute to, their communities as valued members. For a listing of services offered by DDS, please look in "See All Services" on the website.

The DDS Autism Commission has also published A Resource Guide for Transition Aged Youth and Young Adults with Autism Spectrum Disorder (ASD) (14–22 years of age). You will find the online brochure here. https://www.mass.gov/files/documents/2018/02/15/resource-guide-transition-aged-youth-and-young-adults-14-22-years-with-autism-spectrum-disorder.pdf.

We want to thank families for their participation in this very important presentation and we hope you have gained valuable information on how DDS can play an important role in your loved-ones lives.

Fondly, Sue Campbell & Shelley Green



Acton Boxborough Regional School Committee Budget Subcommittee Meeting Approved Minutes

Superintendent's Conference Room Administration Building 15 Charter Road, Acton, MA April 30, 2019 8:15 a.m.

Members present: Diane Baum, Michael Bo (8:30 a.m.), Mary Brolin, Amy Krishnamurthy, Tessa

McKinley

Absent: none

Others: Marie Altieri, Peter Light, David Verdolino, Beth Petr

Amy Krishnamurthy called the meeting to order at 8:17 a.m.

Approval of Minutes

The minutes of April 9, 2019 were unanimously approved as written (Mary moved, Diane seconded).

New Reserves and Capital Stabilization Fund Policies, File: DK and DP

Mary Brolin and Diane Baum both reported that the Boxborough and Acton Finance Committees were very supportive of these new policies. Comments/suggestions included:

Specifically regarding the Stabilization Fund:

- Para 2, change reference to read "The Boxborough Select Board..."
- Second para under the "Use" heading, insert the DESE definition wording referring to projects/assets costing at least \$25,000 with a multi-year useful life
- Last sentence, revise to read "As part of the annual budget process, the District shall report publicly on the funds....." to give a more specific time frame
- Votes taken would be per the Regional Agreement's weighted voting
- Funds from the Lower Fields, not used for another purpose during the year, would be an example of money that could flow into this new Stabilization fund.

Because these are new policies, there are questions about funding and spending from them, that will be clearer a year from now. One Acton Fincom member voiced concerns about a what she considered a lack of controls inherent in the process compared to municipalities. Members would like to see an accounting of the activity in the CIP during the year, what was planned, what got done and the plan for the next several fiscal years. A new Capital section of the website will be created to keep all of this very transparent. Mary suggested that a "Grants" column be included.

The Policy Subcommittee will discuss this at their meeting this afternoon, with the intention that it be on the agenda for a First Read at the May 9th ABRSC meeting followed by a vote at the May 23 meeting.

FY19 Quarter 3 Report

Dave Verdolino shared his report. The numbers are still holding to transfer \$1M to the Stabilization Fund. The beginning E&D balance of 4.6% is projected to decrease to 4.1% by July 1, 2019 but there are several adjustments that may come in favorably to the District by the end of the year that will help this.

FY20 Budget

Members discussed Boxborough's upcoming Town Meeting and the difficulty around knowing when the school budget and other 2 warrants articles would come up – late the first night or the second night. Although Mary did not want to ask the Acton SC members to try to plan to be there due to this uncertainty, Amy felt it was important and other members agreed.

Peter Light described a presentation that will be at next week's School Committee meeting regarding "Effective School Solutions" — a program to possibly address the increasing number of students with high social — emotional needs in our Junior High. He wants to get input from the School Committee about possibly adding this program next year as a one year pilot. The \$280,000 cost for one year for up to 20 students, would be a critical way to keep these students in district. This would be a regular education program, using circuit breaker funding. Members were supportive asking questions about whether Medicaid might reimburse part of the cost, whether the additional teacher in the FY20 budget would be needed, and if there was space in the Jr High for a new program. Michael suggested a chart showing all of our special programs and the needs they address. He also thought explaining why keeping students in district is important. The Superintendent was urged to be clear that starting this program would be a multi-year financial commitment to addressing these students' needs during future budget processes.

Peter also informed the subcommittee about 2 gifts that will be on the next School Committee agenda – the Blanchard Outdoor Learning Center and substantial Fitness Center equipment from the Football Boosters. They brought up the need for School Committee to approve of these gifts before fundraising begins to avoid potential issues. Fundraising policy DDA specifies that prior approval from the Superintendent is required but it also requires the School Committee to accept gifts of over \$500.

Next meeting is May 28.

Mary moved, Tessa seconded and the meeting was adjourned at 10:00 a.m.

Respectfully submitted, Beth Petr

List of Documents Used: agenda, draft minutes of 4/9/19, draft new ABRSC policies DK and DP, Emails (2) regarding Input from the Acton and Boxborough Finance Committees, FY19 Q3 Draft Report from Dave Verdolino

2018 - 2019 ABRSC Policy Subcommittee Report

- 1. Student School Bus Behavior Expectations, File: JICC/EEAEC voted 1/10/19
- 2. Staff Recruitment, Selection and Appointment, File: GCE voted 3/7/19
- 3. **Nonresident Tuition Charges,** File: JFABA voted 4/11/19
- 4. **Notice of Nondiscrimination**, File: AC voted
- 5. Students Who Are Homeless: Enrollment Rights and Services, File: JFABD voted 5/9/2019
- 6. (NEW) Educational Opportunities for Military Children, File: JFABE voted 5/9/2019
- 7. (NEW) Educational Opportunities for Children in Foster Care, File: JFABF voted 5/9/2019
- 8. (NEW) **Reserves**, File: DK voted 5/23/19
- 9. (NEW) Capital Stabilization Fund, File: DP voted 5/23/19
- 10. School Committee Annual Organizational Meeting, File: BDA voted 5/23/19

Note: Tutoring for Pay, File: GCRD is in progress of review.

The policy subcommittee met for an hour approximately once a month.

Members included: Amy Krishnamurthy (chair), Adam Klein, Ginny Kremer, Maya Minkin, Angie Tso, Marie Altieri, Beth Petr, administrators as needed

ACTON-BOXBOROUGH REGIONAL SCHOOLS 2018-2019

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P. Light M. Altieri

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D. Verdolino

A. Bisewicz

D. Bookis D. Bentley K. Nelson

J. Nichols/J. LaShombe

S. Cunningham

Students other than Choice counted under column C: Staff Students -

B = BOXBOROUGH P.G. = Post Graduates

C = Choice/Staff/Tuition lUngr. = Ungraded

Pre-School

Tuition In Students -

Rev: 6.11.19

All Principals (2)

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⁹⁷ Acton residents attend school in Boxborough

⁶⁰ Boxborough residents attend school in Acton

Memorandum

To:

Peter Light

From:

Larry Dorey

Date:

6-11-19

Re:

Gift to ABRHS

Please approve the following donation received

Recipient	Donor	Amount
ABRHS – Gift	Your Cause/Ying Jia	\$200.00