

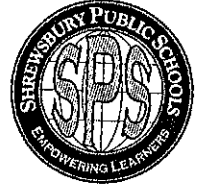
**School Committee
Meeting**

**December 4, 2013
7:00 pm**

**Town Hall
Selectmen's Meeting Room**



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE MEETING
AGENDA
December 4, 2013 7:00pm
Town Hall—Selectmen's Meeting Room



<u>Items</u>	<u>Suggested time allotments</u>
I. Public Participation	7:00 – 7:10
II. Chairperson's Report & Members' Reports	
III. Superintendent's Report	
IV. Time Scheduled Appointments	
A. Representative Beaton: Legislative Update	7:10 – 7:35
V. Curriculum	7:35 – 7:55
A. State Mandates: Report	
VI. Policy	
VII. Budget	7:55 – 8:20
A. Fiscal Year 2014 State Funding: Report	
VIII. Old Business	8:20 – 8:35
A. PARCC Field Testing: Discussion	
IX. New Business	8:35 – 8:45
A. Assabet Valley Collaborative Agreement: Vote	
B. Cafeteria Substitute Pay Rate: Vote	8:45 – 8:55
X. Approval of Minutes	8:55 – 9:00
XI. Executive Session	9:00 – 9:15
XII. Information Enclosures	
XIII. Adjournment	9:15

Next meeting: December 18, 2013



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: I. **Public Participation**

MEETING DATE: 12/4/13

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee hear thoughts and ideas from the public regarding the operations and the programs of the school system?

BACKGROUND INFORMATION:

Copies of the policy and procedure for Public Participation are available to the public at each School Committee meeting.

ITEM NO: II. **Chairperson's Report/Members' Reports**

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee hear a report from Ms. Sandra Fryc, Chairperson of the School Committee, and other members of the School Committee who may wish to comment on school affairs?

BACKGROUND INFORMATION:

This agenda item provides an opportunity for the Chairperson and members of the Shrewsbury School Committee to comment on school affairs that are of interest to the community.

STAFF AVAILABLE FOR PRESENTATION:

Ms. Sandra Fryc, Chairperson
Mr. John Samia, Vice Chairperson
Mr. Jason Palitsch, Secretary
Ms. Erin Canzano, Committee Member
Dr. B. Dale Magee, Committee Member

ITEM NO: III. **Superintendent's Report**

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee hear a report from Dr. Joseph M. Sawyer, Superintendent of Schools?

BACKGROUND INFORMATION:

This agenda item allows the Superintendent of the Shrewsbury Public Schools to comment informally on the programs and activities of the school system.

STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools

ACTION RECOMMENDED FOR ITEMS I, II, & III:

That the School Committee accept the report and take such action as it deems in the best interest of the school system.



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: **IV. Time Scheduled Appointment**

MEETING DATE: 12/4/13

A. Representative Beaton: Legislative Update

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee hear a presentation by State Representative Matthew Beaton regarding state level issues affecting education?

BACKGROUND INFORMATION:

1. Each year, the School Committee invites our local state representative to brief the Committee on developments at the state legislature relative to public education.
2. Rep. Beaton will update the Committee on issues related to budget and any other issues of interest.

ACTION RECOMMENDED:

That the School Committee discuss the report and take whatever steps it deems necessary in the interests of the Shrewsbury Public Schools.

STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools
State Representative Matthew Beaton



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: **V. Curriculum**
A. State Mandates: Report

MEETING DATE: **12/4/13**

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee hear a report on issues associated with governmental mandates?

BACKGROUND INFORMATION:

1. Various federal and state mandates have significant effects on the school district.
2. Ms. Banios and Ms. Maguire will provide an overview of the ways in which mandates are having an impact on our educational program.

ACTION RECOMMENDED:

That the School Committee hear a report on issues associated with governmental mandates.

STAFF AVAILABLE FOR PRESENTATION:

Ms. Mary Beth Banios, Assistant Superintendent of Schools
Ms. Melissa Maguire, Director of Special Education and Pupil Personnel Services



Shrewsbury Public Schools

Joseph M. Sawyer, Ed.D.
Superintendent

December 2, 2013

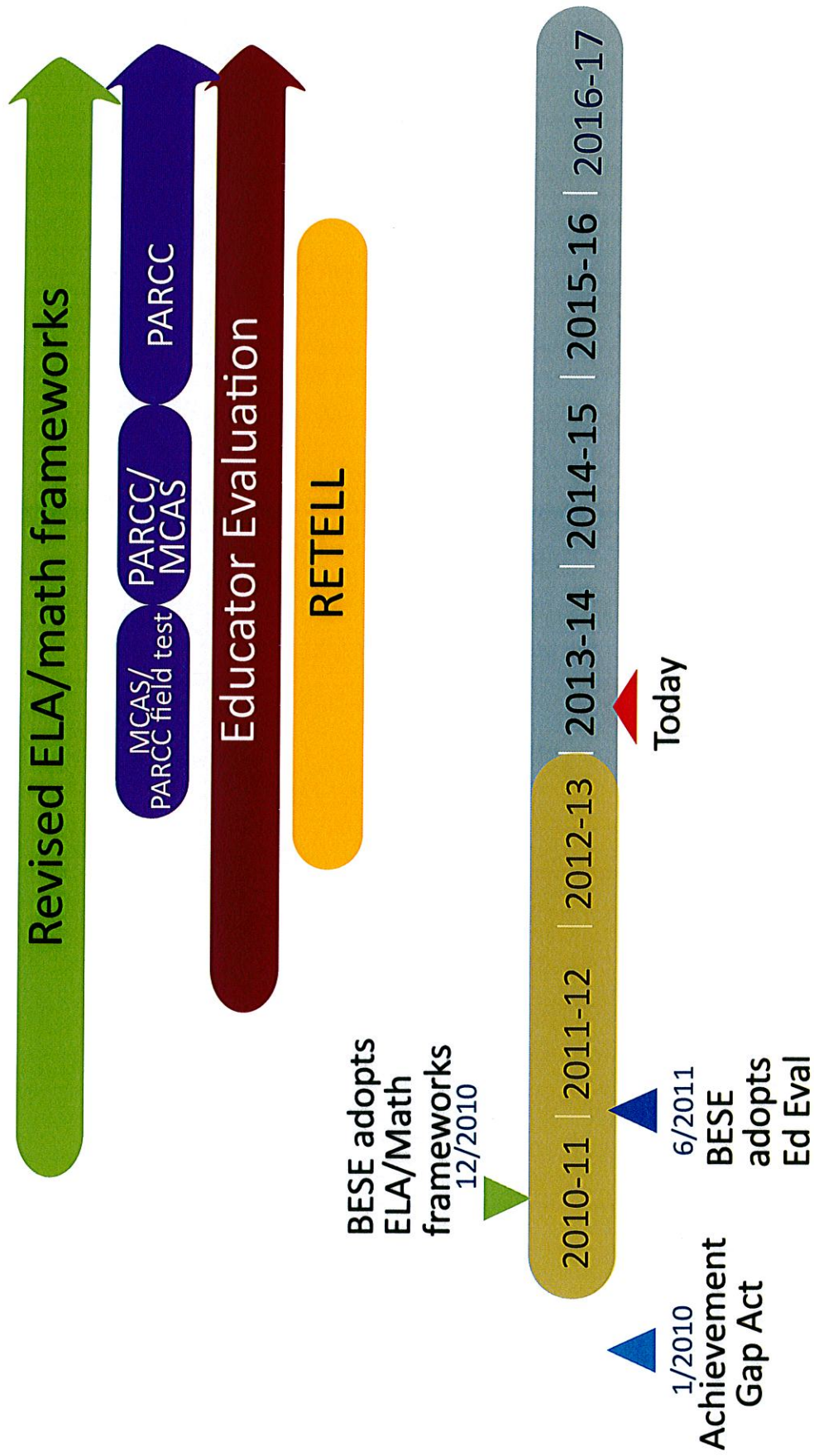
To: School Committee
Re: Issues associated with governmental mandates

School districts in Massachusetts are subject to a large number of mandates related to federal and state law and regulations. Federal law and policy is typically implemented through the state education agency, so the vast majority of mandates emanate from the Massachusetts Department of Elementary and Secondary Education (DESE).

At the December 4 meeting, Mary Beth Banios and Melissa Maguire will provide an overview of how our schools must shift our practices in curriculum, assessment, instruction, and management in response to various mandates that are in force or scheduled to be implemented in the coming year(s). The enclosed timeline is just one example of several major mandates with which we must comply.

It is important that the Committee have an understanding of these issues, as the Fiscal Year 2015 Budget will need to address them. I look forward to discussing this topic at our meeting on December 4.

Major initiatives: high level timeline





Major Milestones for the Year Ahead (2013-2014)

	Educator Evaluation	Curriculum Frameworks	PARCC	RETELL
July				
Aug.	<p><u>ESE:</u> Conduct Ed eval/Assessment Literacy Webinar #5</p> <p><u>LEAs:</u> Submit EPIIMS data</p>	<p><u>ESE:</u> Publish Resource Guide for Students with Disabilities</p> <p><u>ESE:</u> Release 30 Model Curriculum Units</p>	<p><u>ESE:</u> Notify LEAs that will participate in PARCC</p>	<p><u>ESE:</u> Registration System launches</p> <p><u>LEAs:</u> Teachers begin enrolling in SEI courses</p> <p><u>LEAs:</u> Send ESE list of eligible /available teachers for SEI training</p> <p><u>ESE:</u> assigns teachers to RETELL cohort year</p> <p><u>LEAs:</u> Fall/full year SEI course registration closes</p>
Sept.	<p><u>ESE:</u> Publish ~500 exemplar DDMs</p> <p><u>ESE:</u> Publish guide on PD and Ed Eval</p> <p><u>ESE:</u> Publish Technical Guide B</p> <p><u>LEAs:</u> Submit list of DDMs to pilot in 13-14</p>	<p><u>ESE:</u> Release 30 more Model Curriculum Units</p>		
Oct.	<p><u>ESE:</u> Publish DDM model contract language</p> <p><u>ESE:</u> Conduct Ed eval Assessment Literacy Webinar #6</p> <p><u>LEAs:</u> Publish ed eval training schedule for educators (non-RTTT districts only)</p>	<p><u>ESE:</u> Bring new science standards to BESE for comment</p>		
Nov.		<p><u>ESE:</u> Release 30 more Model Curriculum Units</p> <p><u>LEAs:</u> Participate in Curric. and Instruction Summit</p>		<p><u>LEAs:</u> Spring SEI course registration closes</p>
Dec.	<p><u>ESE:</u> Conduct Ed eval Assessment Literacy Webinar #7</p> <p><u>ESE:</u> Provide Ed Eval DDM plan template</p>			
Jan.				
Feb.	<p><u>LEAs:</u> Report final plan for determining Impact Ratings (DDIMs)</p>			<p><u>ESE:</u> Roll out "Extend the Learning" RETELL PD</p>
Mar.			<p><u>LEAs:</u> PARCC performance-based assessment window opens</p>	
Apr.				
May			<p><u>LEAs:</u> PARCC end of year assessment window opens</p>	
Jun.	<p><u>ESE:</u> Post staff and student survey model instrument and guidance</p>			



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: VI. Policy

MEETING DATE: 12/4/13

SPECIFIC STATEMENT OR QUESTION:

BACKGROUND INFORMATION:

ACTION RECOMMENDED:

STAFF AVAILABLE FOR PRESENTATION:



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: VII. Budget

A. Fiscal Year 2014 State Funding: Report

MEETING DATE: 12/4/13

SPECIFIC STATEMENT OR QUESTION:

Will the Committee hear a report regarding the Fiscal Year 2014 State Funding?

BACKGROUND INFORMATION:

1. The enclosed report contains information regarding state funding for the district in Fiscal Year 2014, including Chapter 70 and Circuit Breaker funding.
2. Mr. Hurley and Dr. Sawyer will review this information and answer the Committee's questions.

ACTION RECOMMENDED:

That the School Committee accept the report and take whatever steps it deems necessary in the interests of the Shrewsbury Public Schools.

STAFF AVAILABLE FOR PRESENTATION:

Mr. Liam Hurley, Director of Business Services
Dr. Joseph M. Sawyer, Superintendent of Schools



Shrewsbury Public Schools
Massachusetts 01545

Liam T. Hurley
Director of Business Services

4 December 2013
To: School Committee

Subj: FY 14 State Funding

Overview

Chapter 70 Aid and the state special education reimbursement program, commonly known as the Circuit Breaker program, are state funded programs that allocate resources for education to school districts in the Commonwealth. This memo will broadly outline how each of these programs work and the impact on Shrewsbury.

Chapter 70

The Education Reform Law of 1993 included the Chapter 70 Aid program to aid cities and towns for the operation of K-12 public schools. The original intent of the program was "to ensure that every public school system had adequate funding, regardless of the wealth of the local community." The financing formula has evolved from its original state to consider a community's ability to pay according to its property values as well as income levels. Thus, the program that began in 1994 continues to provide substantial resources to communities throughout the Commonwealth under the aggregate wealth model. The goal of the Chapter 70 formula is to ensure that every district has sufficient resources to meet its foundation budget spending level, through an equitable combination of local property taxes and state aid.

Components

The Chapter 70 aid to school districts is determined through four basic steps:

STEP 1: CALCULATE FOUNDATION BUDGET

This total "foundation budget" is designed to represent the total cost of providing an adequate education for all students, and it is often expressed as a per-pupil foundation budget by dividing the total foundation budget by the number of students. A district's foundation budget is derived by multiplying the number of pupils in fourteen enrollment categories by cost rates in eleven functional areas. The enrollment categories include Preschool, Kindergarten, Elementary, Middle, High School, English Language Learners, and Vocational as well as incremental cost categories including Special Education In-District and Out of District, and Low Income. Certain formulas are used that assume ratios of students and staff that apply to all districts, not specific to each district. The functional areas include administration, instructional leadership, classroom teachers, guidance, maintenance and operations, employee benefits as well as a wage and inflation factor to sum up the foundation budget.

The Shrewsbury Public Schools in partnership with the community, will provide students with the skills and knowledge for the 21st century, an appreciation of our democratic tradition, and the desire to continue to learn throughout life.

STEP 2: CALCULATE REQUIRED LOCAL CONTRIBUTION

Once the total foundation budget is established, the state calculates each city and town's "ability to contribute" local revenue towards the operation of its schools. Local ability to contribute varies widely based upon the incomes and property values of different cities and towns. The required local contribution is basically a measure of how much local tax revenue a city or town can reasonably raise and dedicate to the operation of its schools and is known as the aggregate wealth model.

As part of the 2007 reforms, the state now calculates two separate local contribution amounts for each district before coming up with a final required contribution. The state gets to the required contribution through three steps:

1. A "preliminary contribution" is calculated by taking the previous year's required local contribution and multiplying it by the Municipal Revenue Growth Factor, a rate that estimates growth in local revenues from year to year.
2. A "target contribution" is calculated by looking at the specific property values and income wealth of a given community.
3. Since the target contribution is more directly tied to each community's current ability to contribute, the state then sets a "required contribution" designed to move districts whose preliminary contributions are either above or below their target contributions towards the target. The final required contribution is then set based on uniform rules, and falls in between the preliminary and target contributions.

It is important to note that Shrewsbury's determination of its required contribution is below the target and is as follows for FY14:

	<u>Amount</u>	<u>% of Foundation</u>
A) FY13 Required Local Contribution	\$35,083,729	65.49%
B) FY14 Preliminary Local Contribution	\$36,202,900	65.74%
C) FY14 Target Local Share	\$41,062,644	74.56%
D) Adjusted FY14 Required Contribution	\$36,553,737	66.37%

- Preliminary FY14 Required Contribution represents the FY13 Required Local Contribution multiplied by the Municipal Revenue Growth Factor of 3.19%
 $A \times 3.19\% = B$
- FY14 Target Local Share represents what the state formula indicates what Shrewsbury should be contributing based on its property value and citizens' income.
- Adjusted FY14 Required Contribution represents the state's requirement to move closer to the Target Local Share. This is determined by taking 1% of the FY13 Required Local Contribution and adding it to the Preliminary FY14 Required Contribution $(A \times 1\%) + B = D$

- The 1% adjustment is required because Shrewsbury's Preliminary FY14 Required Contribution of 65.74% is more than 5% below the Target Local Share of 74.56% (it is 8.82% lower). If it were 10% or more below the Target Local Share the adjustment would have been 2%.

STEP 3: FILL THE GAP WITH CHAPTER 70 EDUCATION AID

Chapter 70 education aid is then determined by filling the gap between a district's required local contribution and its foundation budget. Calculating state aid from the difference between steps 1 and 2 ensures that every district can fund the total baseline education determined appropriate by the foundation budget.

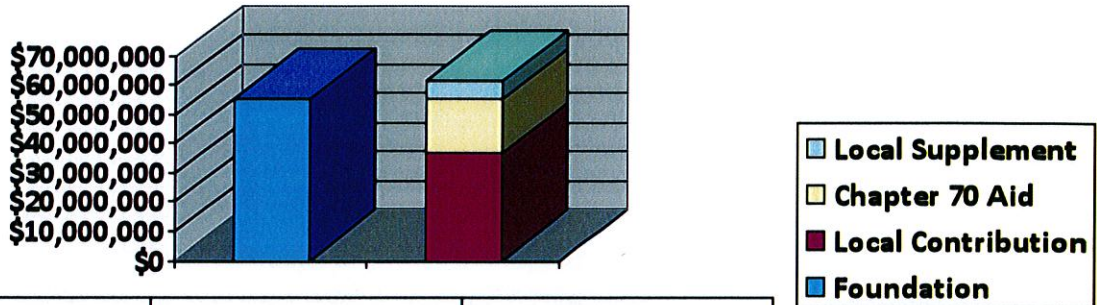
The FY14 budget that was passed in the State provided that all districts receive a minimum increase of \$25 per student in Chapter 70 funding. Shrewsbury's final Chapter 70 aid number for FY14 is \$18,897,238, up \$148,775 from \$18,748,463 in FY13. Shrewsbury was held harmless and received the minimum \$25 per student in Chapter 70 funding.

STEP 4: AFTER CHAPTER 70 AID IS DETERMINED, DISTRICTS MAY CONTRIBUTE MORE

The required local contribution is only a minimum amount that cities and towns must contribute to their school districts, and many communities opt to contribute significantly more. The chart below shows the FY13 estimated amount of local supplement. For this reason, the Chapter 70 formula provides a baseline school budget, but it does not ensure equitable total funding across the state. ¹

The chart below illustrates how Shrewsbury's Chapter 70 funding for the current year is supplemented by additional local funding. The table below shows the difference between our required Net School Spending versus our actual Net School Spending over the last several years. Required Net School Spending represents the sum of the district's required contribution (Step 2 above) and the total of Chapter 70 aid received (Step 3 above). Amounts spent in addition to this minimum are at the local community's discretion.

Shrewsbury Chapter 70 Formula – FY 14



Local Supplement		\$5,930,925
Chapter 70 Aid		\$18,897,238
Local Contribution		\$36,553,737
Foundation	\$55,450,975	

History of Chapter 70

<u>Year</u>	<u>Enrollment</u>	<u>Foundation Budget</u>	<u>Required Local Contribution</u>	<u>Chapter 70 Aid</u>	<u>Required Net School Spending</u>	<u>Actual Net School Spending</u>	<u>% Over</u>
FY03	4,953	\$31,933,286	\$23,187,512	\$8,745,774	\$31,933,286	\$36,101,586	13.1
FY04	5,128	\$33,741,872	\$23,454,168	\$10,287,704	\$33,741,872	\$39,141,459	16.0
FY05	5,383	\$36,777,283	\$24,828,582	\$11,948,701	\$36,777,283	\$42,111,030	14.5
FY06	5,571	\$39,662,058	\$25,861,451	\$13,800,607	\$39,662,058	\$44,016,335	11.0
FY07	5,705	\$43,006,922	\$27,107,973	\$15,898,949	\$43,006,922	\$45,644,331	6.1
FY08	5,811	\$46,216,469	\$28,796,799	\$17,419,670	\$46,216,469	\$50,466,635	9.2
FY09	5,852	\$49,163,923	\$30,297,112	\$16,882,697	\$47,179,809	\$51,146,928	8.4
FY10	5,857	\$50,640,025	\$31,084,837	\$18,489,475	\$49,574,312	\$53,150,125	7.2
FY11	5,848	\$49,767,093	\$32,455,678	\$18,412,775	\$50,868,453	\$55,586,903	9.3
FY12	5,921	\$51,780,005	\$33,692,240	\$18,511,623	\$52,203,863	\$56,347,893	7.9
FY13*	5,921	\$53,574,892	\$35,083,729	\$18,748,463	\$53,832,192	\$59,763,117	11.0
FY14**	5,951	\$55,072,809	\$36,553,737	\$18,897,238	\$55,450,975	N/A	

*Budgeted Net School Spending

** FY14 Chapter 70 aid including additional \$25 Per Student. The enrollment in FY14 is based on the previous year's formulaic foundation enrollment.

Phase In Approach

A set of reforms to the Chapter 70 formula were adopted in FY 2007 with a five-year phase-in through FY 2011. Due to the national recession these reforms have been slowed down and were not fully implemented as scheduled. As illustrated above, Shrewsbury's local required contribution is being adjusted by 1%, yet the additional funding in the

State budget will result in a gap between the actual and targeted ratios between local and state funding for education.

Recent history suggests that the state would be reluctant to reduce Chapter 70 from one year to the next. However, it is important to note that if the state becomes more aggressive with its phase-in for a larger local share of education funding, the rate of increase of Chapter 70 funding may slow considerably.

Chapter 70 Shortcomings

The Chapter 70 aid formula has come under sharp criticism over the last several years for not adequately funding Massachusetts cities and towns. The following examples are cited:

- The formula has not adequately kept up with the cost of inflation particularly as it relates to the cost of Health Insurance for cities and towns
- The formula does not adequately fund the rising costs of Special Education, particularly out of district students. It takes “assumed” percentages and gives incremental value, but does not address the real cost
- The formula does not take into account the changing needs of education, particularly around technology in the classroom and associated costs
- The formula used an inflation factor in calculating Chapter 70 in FY10 that was lower than the factor required by state law, resulting in reduced state aid for FY10 and subsequent years
- The Foundation Budget and Net School Spending requirements do not account for transportation costs, debt payments or the increasing cost of technology. Transportation alone in Shrewsbury costs over \$4 million dollars and the Foundation Budget does not account for this.

Federal Stimulus

It is important to note that federal stimulus money during the fiscal crisis has backfilled much of the Chapter 70 aid. Shrewsbury has benefited from this federal money to help offset shortfalls in the budget. However, FY 12 was the last year of the American Recovery and Reinvestment Act revenues and Shrewsbury no longer has this federal stimulus money.

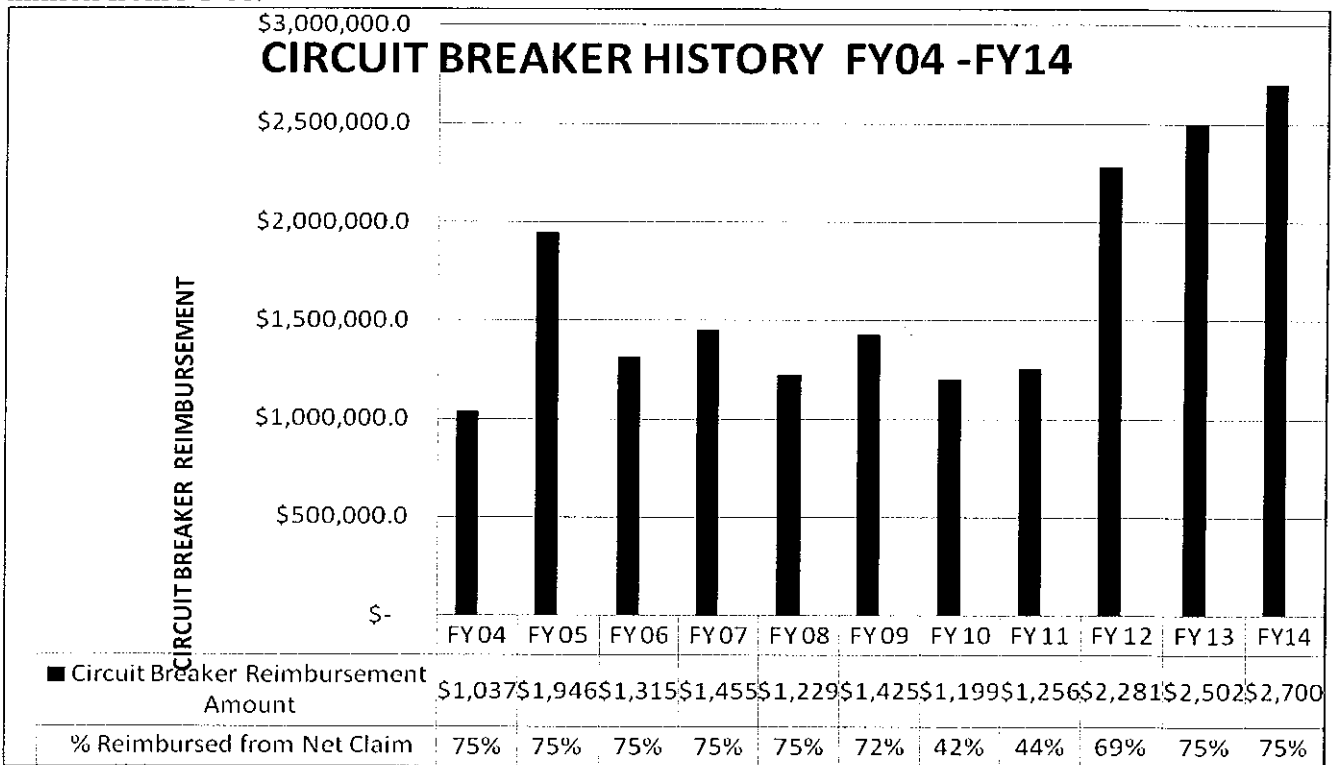
Circuit Breaker

The Circuit Breaker program was started in FY04 to provide additional state funding to districts for high-cost special education students. The threshold for eligibility is tied to four times the state average foundation budget per pupil as calculated under the Chapter 70 program, with the state paying 75% of the costs above this threshold. The statewide foundation budget for FY14 is \$10,352 so four times that is \$41,408. As an example, if a special education student were to cost a district \$50,000 in FY13, the district’s eligible reimbursement for that student would be $(\$50,000 - (4 * \$10,352)) * .75 = \$6,444$. This reimbursement would be received in FY 14. It is important to note that the 75%

reimbursement rate dropped in recent years (and shown on chart) during the recession. However, we are expecting to be at a 75% reimbursement rate for FY14 and projected to receive \$2,700,546.

Circuit Breaker reimbursements are for the district's prior year's expense. Each summer, districts submit claim forms to the Department of Elementary and Secondary Education (DESE) listing the types and amounts of special education instructional services provided to each student during the previous fiscal year. Circuit Breaker claims are audited by DESE and a net claim is derived which sets the dollar amount that will be reimbursed and payments are made to districts quarterly. It should be noted that special education transportation is not included in the Circuit Breaker program.²

The chart below illustrates the historical Circuit Breaker Funds that Shrewsbury Public Schools has received. It is important to note that Circuit Breaker revenue is derived from the previous fiscal year's "net claim". Circuit Breaker revenue is up approximately \$1.5 million from FY 08.



Decreasing State Local Aid

While the recent Circuit Breaker revenue has been increasing, it is important to note that the Town's share of "Local Aid" which is the combination of Education Aid (Chapter 70) and General Government less charges and assessments has been decreasing over the last five years. This is attributable to less Government Aid as well as increasing charges and assessments. The Charter School sending tuitions charges are mainly responsible for the increasing charges. The total reduction in "Local Aid" is approximately \$1.7 million

from FY 09. This downward trend has put tremendous pressure on cities and towns despite rising health care and personnel costs.

Summary

In conclusion, Chapter 70 is the state aid formula used to determine adequate funding levels to educate children throughout Massachusetts. Although the formula does have flaws, it is a critical funding source for cities and towns in Massachusetts. Shrewsbury is considered to be below its targeted local share of education funding based on its property and income wealth, and as a result state levels of funding could stagnate in the future. It is hoped that the legislature will update the formula to address areas where current educational needs are different than what they were when the formula was established almost twenty years ago.

Circuit Breaker is the state special education program which is intended to provide additional funding for high cost special education students. Recently, Shrewsbury has benefited from increasing Circuit Breaker revenues due to our increased special education costs and rising reimbursement rate. However, it should be noted that local districts still must shoulder the burden of approximately the first \$41,000 in costs per student and 25% of all costs beyond that if Circuit Breaker is fully funded at the 75% level, and with zero reimbursement for special education transportation.

1 – MassBudget and Policy Center Report – “Demystifying The Chapter 70 Formula”

http://www.massbudget.org/report_window.php?loc=Facts_10_22_10.html

2- DESE - School Finance – Circuit Breaker, Jeff Wulfson



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: **VIII. Old Business**
A. PARCC Field Testing: Discussion

MEETING DATE: **12/4/13**

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee discuss the field testing requirement for the implementation of the Partnership for Assessment for College and Careers (PARCC)?

BACKGROUND INFORMATION:

1. The Department of Elementary and Secondary Education has mandated that districts have a random sample of classes in various grades participate in PARCC field testing.
2. Superintendents have been asked to decide whether classes selected for certain field tests will be exempted from the MCAS in the same subjects.

ACTION RECOMMENDED:

That the School Committee discuss the issue and advise the Superintendent regarding this decision.

STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools
Ms. Mary Beth Banios, Assistant Superintendent of Schools



Shrewsbury Public Schools

Mary Beth Banios

To: School Committee
From: Mary Beth Banios
Re: PARCC Field Testing Decision
Date: November 2, 2013

PARCC Field Testing Decision

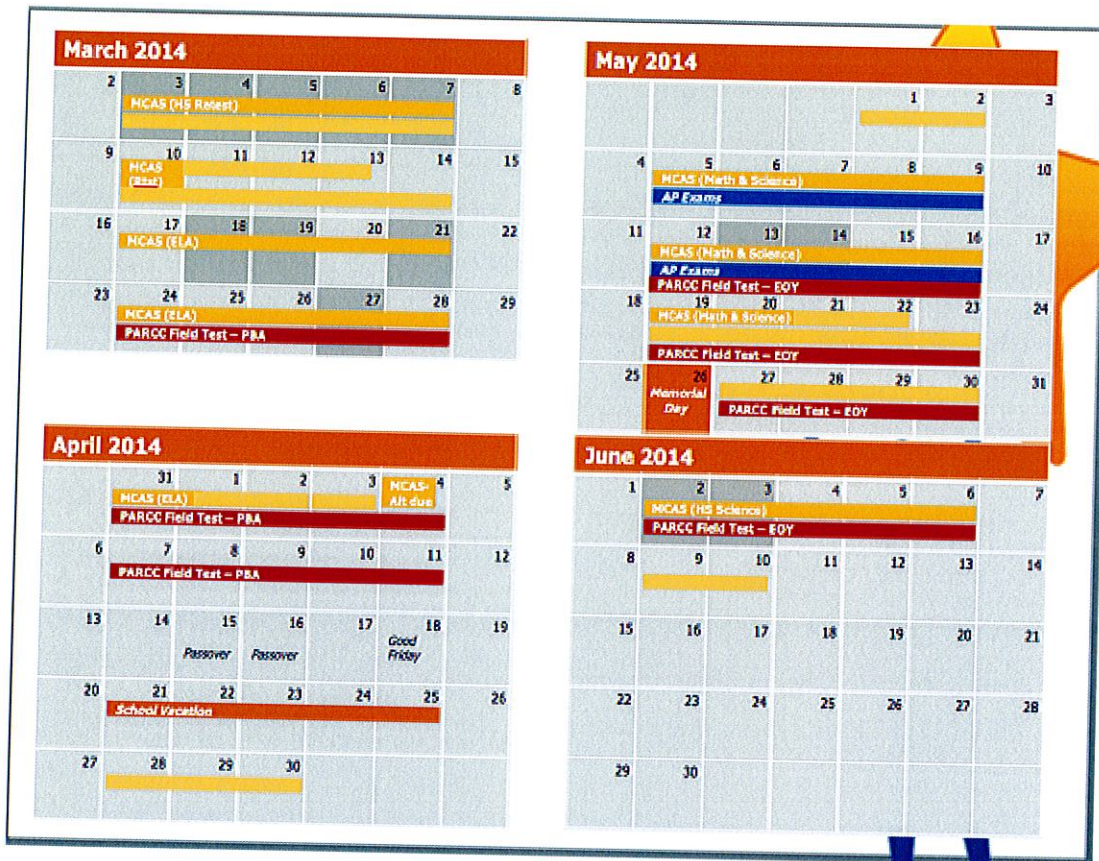
Background

As discussed at the November 6th School Committee meeting, The Massachusetts Department of Elementary and Secondary Education has partnered with a consortium of other states to develop the PARCC assessment (Partnership for Assessment for College and Careers). Since our last conversation, the Board of Education has approved the recommended timeline for a transition to the new PARCC exam. As part of this timeline, some Shrewsbury students will be taking part in the field test of PARCC this spring. We will need to report to the DESE by this Friday, December 6th, on whether or not we plan to have our students take both the PARCC exam and the MCAS exam, or whether Shrewsbury will take the MCAS exemptions offered by the state. Please note that we will no longer be participating in the SHS Integrated Mathematics 3 PARCC Field Test due to course alignment issues.

Shrewsbury Field Testing Assignments:

School Name	Grade/Course	Subject Area	Number of Classes	Mode of Admin.	Component	Number of Sessions ¹
Floral Street School	3	Mathematics	2	Online	PBA & EOY	4
Walter J Paton	3	ELA	2	Paper	PBA	3
Walter J Paton	4	ELA	2	Paper	EOY	2
Oak Middle School	7	ELA	2	Paper	PBA	3
Oak Middle School	8	Mathematics	2	Paper	PBA	2
Sherwood Middle School	5	ELA	2	Online	PBA	3
Shrewsbury Sr High	9	ELA	3	Paper	PBA	3
Shrewsbury Sr High	Integrated Mathematics 3	Mathematics	6	Paper	PBA	2

Calendar of MCAS and PARCC Administration Overlap



Anticipated Administration Times for ELA PARCC Field Tests

Preliminary Estimates of Total Administration Time¹ for Field Test Sessions – English Language Arts/Literacy

Grade(s)		PBA			EOY	
		Lit Analysis	Research	Narrative	Session 1	Session 2
3	Estimated Time on Task (minutes)	50	60	40	60	60
	Maximum Additional Time Allowed (minutes)	25	30	20	30	30
	Total Field Test Administration Time (minutes)	75	90	60	90	90

Grade(s)		PBA			EOY	
		Lit Analysis	Research	Narrative	Session 1	Session 2
4-5	Estimated Time on Task (minutes)	80	80	50	70	70
	Maximum Additional Time Allowed (minutes)	40	40	25	35	35
	Total Field Test Administration Time (minutes)	120	120	75	105	105

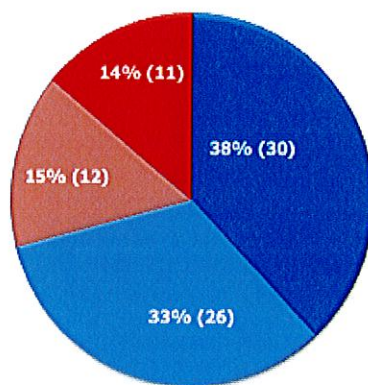
Anticipated Administration Times for Math PARCC Field Tests

Grade(s)		PBA			EOY	
		Lit Analysis	Research	Narrative	Session 1	Session 2
6-11	Estimated Time on Task (minutes)	80	85	50	70	70
	Maximum Additional Time Allowed (minutes)	40	45	25	35	35
	Total Field Test Administration Time (minutes)	120	130	75	105	105

Question for Consideration:

- Do we exempt students who are assigned to the Spring 2014 field test from taking the MCAS this year?
 - There will be no data returned to students and schools regarding district or individual performance on the field test
 - DESE is looking to institute a “hold harmless” provision in terms of accountability rating
 - DESE will be asking districts to make a decision by December 6, 2013
 - In a non-binding poll, other districts are reporting the following plans:

Our non-binding poll: What are your neighbors planning to do?



- Yes, I plan to have all students take MCAS tests in addition to the PARCC PBA tests.
- I am undecided, but I am leaning toward having students take both tests.
- I am undecided, but I am leaning toward exempting students taking the PARCC PBA tests from MCAS testing.
- No, I plan to exempt students taking the PARCC PBA tests from MCAS testing.





SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: IX. **New Business**

MEETING DATE: **12/4/13**

A. Assabet Valley Collaborative Agreement: Vote

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee vote to approve an updated agreement to participate as a member of the Assabet Valley Collaborative?

BACKGROUND INFORMATION:

1. State law required collaboratives to amend their agreements to conform to new regulations.
2. A copy of the updated agreement is under separate cover; a summary of the changes is enclosed.

ACTION RECOMMENDED:

That the School Committee vote to approve an updated agreement to participate as a member of the Assabet Valley Collaborative.

STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools



Assabet Valley Collaborative

Timeline and Amendment Process March 2012-February 2014

- **March 2, 2012** -- Governor signed Chapter 43 of the Acts of 2012 – An Act Relative to Improving Accountability and Oversight of Education Collaboratives. Statute required all collaboratives to amend Agreements to align with new statute and DESE regulations within 12 months of passage of the law.
- **January 2013** -- DESE promulgated regulations and “Model Agreement” as guide for Collaboratives to use in drafting required amended agreements.
- **March 1, 2013** – AVC’s Draft Amended Agreement submitted to DESE by Rose Marie Boniface, Interim Executive Director. Draft relied heavily on the “Model Agreement” prepared by DESE. Several elements deferred decision-making to Policy Development given the rapid turnaround needed to meet the March 4 deadline to submit an Amendment.
- **April 22, 2013** -- DESE provided comprehensive feedback for revision to our submission.
- **April 24, 2013** -- A joint meeting with the Board Finance and Board Policy Committee met to review and address DESE feedback for revisions.
- **May 20, 2013** – AVC resubmitted our Amended Agreement after incorporating DESE feedback as well as some additional revisions reviewed by Policy & Finance Committee.
- **June 6-11, 2013** -- AVC received additional feedback from DESE by phone and email regarding additional revisions.
- **June 11-13, 2013** – AVC resubmitted revisions to DESE. Based on feedback from DESE, it appeared that the Agreement was approaching approval status. AVC Board of Directors conducted a First Reading of Agreement on June 13, 2013.
- **July 2, 2013** -- All Collaborative Directors received generalized feedback from DESE including a variety of recommendations and requirements for the Collaborative Agreements that were not specifically addressed to AVC, though included feedback generally that seemed to apply to some elements of AVC’s most recent submission.
- **August 28, 2013** – AVC received a response from DESE regarding AVC’s inquiry about how to incorporate the July generalized guidance document and specific revisions needed to AVC’s submission from June 2013. Elements that had previously been approved by DESE were selected for revision.
- **October 22-23, 2013** -- AVC’s Policy Committee reviewed proposed revisions to the Amended Agreement. Committee voted to resubmit revised Agreement to DESE and to Board for a first reading. AVC resubmitted the Amended Agreement to DESE on October 23, 2013.
- **October 25, 2013** -- AVC Board of Directors conducted a First Reading that included a vote to revise Section V(D) regarding Board Member attendance requirements.
- **November 15, 2013** – AVC Board of Directors conducted a Second Reading that included an additional revision of Section V(D) signifying the obligation of DESE’s Appointed Representative to attend meetings. Board of Directors voted to accept the Amended Agreement and it was resubmitted to DESE.
- **December 2, 2013** – AVC received notification from DESE that Agreement was reviewed and now ready for approval by each member district school committee.
- **December 2013 – February 2014** - Each School Committee to vote to adopt the Amended Agreement.
 - Copy of Minutes & Signature of School Committee Chair to AVC
 - Signed Agreement + supporting documentation will be submitted to DESE
 - Upon signature of Commissioner, new Amended Agreement will replace the 2011 Agreement



Assabet Valley Collaborative

Summary of Primary Changes to the 2011 AVC Collaborative Agreement

Page 2: MISSION, OBJECTIVES, FOCUS AND PURPOSES – revised to conform with requirements of *M.G.L. c. 40, § 4E*

Pages 2-3: GOVERNANCE

- Specifies that Superintendent of the Member District will be appointed by 9/15 annually.
- Includes mention of the “appointee of the Commissioner” per statute.
- Addresses the role of Operating Committee to provide recommendations to the Board.

Page 4-5:

- **Sections A-J** – addresses separation of duties and the evaluation of the Executive Director, Business Manager and Treasurer.
- **Section K** – addresses the requirement to employ one or more registered nurse(s), per statute.

Page 7: Section A -- Financial Terms.

- **Section 1:** Revised for clarity and creates a structure for BOD to annually determine the membership fee - not to exceed 50% of administration costs.
- **Section 2:** Revisions based on clarity requested by DESE feedback regarding allocating administrative expenses to program budgets.
- **Section 3:** Includes description of how capital costs are reflected in program budgets.
- **Sections 6 & 7:**
 - Identifies a cap on non-member surcharge (15%) and how these additional funds will be applied within the budgeting process.
 - Authorizes Board to waive non-member charges and to enter pricing agreements when in best interest of collaborative.

Page 8: Section C: Borrowing, Loans, and Mortgages – describes public meeting and approval process required for borrowing aligned with new statute and DESE regulations.

Page 9: Section D: Surplus Funds – Describes AVC’s process for calculating surplus funds – not to exceed 25% (per new regulations) and process for retaining or distributing surplus funds (using weighted average of 3-year fiscal participation).

Pages 10-11:

- **Section E: Capital Reserve Fund** – Describes the process for establishing Capital Reserve Fund.
- **Sections F-H: Annual Budget Preparation and Assessment of Costs** -- articulates the process and steps used to set, adopt, publish and amend the annual budget.

Page 13: SECTION X: ... WITHDRAWAL OF CURRENT MEMBER DISTRICT(S)

- Removes ongoing liability for capital or other expenses in the future.
- Adds one-time ‘exit fee’ equal to amount of established annual membership fee.

Page 14-15: SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT – Largely unchanged from 2011 with the exception of the following:

- Section G(7) and (8) – distribution of assets will be based on weighted average of fiscal participation since 2002.

Page 16: Revised **Non-Discrimination** procedures to comply with new regulations and statutes.



**SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE**

ITEM NO: **IX. New Business**
B. Cafeteria Substitute Pay Rate: Vote

MEETING DATE: **12/4/13**

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee vote to approve a rate increase for cafeteria substitute workers?

BACKGROUND INFORMATION:

1. The Food Services Department is currently operating with a reduced staffing level at most schools and is struggling to employ substitutes at the current rate of \$8.62 per hour which is lower than most surrounding towns.
2. In the enclosed memo, Mr. Hurley has proposed a rate increase to \$10.10 per hour.

ACTION RECOMMENDED:

That the School Committee vote to approve a pay increase for cafeteria substitute workers.

STAFF AVAILABLE FOR PRESENTATION:

Mr. Liam Hurley, Director of Business Services



Shrewsbury Public Schools
Massachusetts 01545

Beth Nichols
Food Services Director

4 December 2013

To: School Committee

Subj: School Food Service – Substitute Rate Increase Proposal

The Food Service Department is struggling to employ substitute labor at the current wage rate of \$8.62 per hour. The lack of substitute labor is negatively affecting the quality of the Food Service Program. It is also impacting current staff adversely as they are running short at schools requiring staff to increase their daily work load. The Food Service Department is currently operating with reduced staffing levels at most schools. Shrewsbury's Substitute Rate is lower than all towns surveyed.

Shrewsbury Sub Rate last adjusted July 1, 2005

District	Sub Rate (per hour)	Step 1 Cafeteria Aide Rate
Auburn	\$9.25	
Grafton	\$9.50-\$10.00	
Northborough/Southborough 3 Districts	\$13.65	\$13.65
	\$14.18	\$14.18
	\$15.05	\$15.05
Shrewsbury	\$8.62	\$11.10
West Boylston	\$9.18	\$10.40
Westborough	\$12.54	\$12.54
Worcester	\$12.19	\$12.61

Proposal:

Proposed Sub Rate	Increase	*Anticipated additional cost per year	*Anticipated total cost per year
\$10.10	\$1.48	\$3,398	\$23,190

*Anticipated Cost:

In School Year 2012-2013, Substitute hours totaled 2,296 hours. The cost in labor was \$19,792.

If the proposed Sub Rate of \$10.10 is approved I anticipate our additional labor costs to be \$3,398 for substitute labor in the 2013-2014 school year. I anticipate our substitute labor cost for the 2013-2014 to be \$23,190 if the proposed rate increase is approved. We typically use substitutes for 2300 labor hours each school year.



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: X. Approval of Minutes

MEETING DATE: 12/4/13

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee approve the minutes of the School Committee meeting on November 20, 2013?

BACKGROUND INFORMATION:

The minutes have been reviewed by Mr. Palitsch and will be provided under separate cover.

ACTION RECOMMENDED:

That the School Committee vote to approve the minutes of the School Committee meeting on November 20, 2013.

STAFF AVAILABLE FOR PRESENTATION:

Ms. Sandra Fryc, Chairperson
Mr. Jason Palitsch, Secretary

**SHREWSBURY PUBLIC SCHOOLS
100 MAPLE AVENUE
SHREWSBURY, MASSACHUSETTS**

MINUTES OF SCHOOL COMMITTEE MEETING

WEDNESDAY, NOVEMBER 20, 2013

Present: Ms. Sandra Fryc, Chairperson; Mr. John Samia, Vice Chairperson, Mr. Jason Palitsch, Secretary; Ms. Erin Canzano; Dr. B. Dale Magee; Dr. Joseph Sawyer, Superintendent of Schools; Ms. Mary Beth Banios, Assistant Superintendent of Schools; Ms. Barbara Malone, Director of Human Resources; and Mr. Liam Hurley, Director of Business Services.

The meeting was convened at 6:30 PM by Ms. Sandra Fryc.

I. Public Participation

None

II. Chairperson's Report and Members' Reports

None

III. Superintendent's Report

Dr. Joseph Sawyer congratulated all the Shrewsbury athletic teams on outstanding seasons and mentioned the field hockey team's accomplishments at the state level. He said he appreciates the team and staff members' hard work as well as the sponsorship from Central One Federal Credit Union and the 15-40 Connection on behalf of the Coghlin and Conant families through the new Athletic Sponsorship program. Dr. Sawyer shared that the Shrewsbury Educational Foundation (SEF) has extended the deadline for nominations for the John P. Collins Awards until Wednesday, November 27th.

IV. Time Scheduled Appointments

A. Technology Update: Report

Ms. Mary Beth Banios, Assistant Superintendent of Schools and Mr. Jonathan Green, Director of Technology and Media Services shared an overview of the current state of technology and future plans. Shrewsbury students from Oak Middle School and Elin Dolen, 7th Grade Teacher at Oak Middle School discussed projects including creating public service announcements with iPads and engaging in a high level of project collaboration in the classroom. Next, Kate Lewis, 8th Grade English Literature Teacher at Oak Middle School and students from her class presented information about their project-based learning activities. Dr. Sawyer commented that he was extremely impressed with the students' work and that technology enables more details to be included in project and team work and enhance the scope of what can be accomplished and created. He also shared some information he recently learned at a conference that many of the jobs students will have as adults have not been created yet, knowledge is a commodity, and it is really what people can do with this knowledge that adds value. Dr. Sawyer said that employers will be looking for these skills and he is convinced that the district is on the right path for technology and education.

Mr. Green presented information and updates for Teaching and Learning programs, projects and initiatives. He shared that the district is growing the middle school Personal Learning Device (aka the

1:1) program, preparing students for high school and preparing interactive classrooms at the kindergarten and elementary levels. Mr. Green shared slides and a presentation illustrating the initiatives and plans through 2016.

The School Committee members asked questions regarding the level of progress the district is making on its technology plan and what the funding challenges are.

V. Curriculum

None

VI. Policy

None

VII. Budget

A. Fiscal Year 2015 Budget: Public Hearing

Dr. Sawyer shared a recap of his previous presentations on the State of the District and provided an orientation on district strategic priorities. Dr. Sawyer stated that the district requires resources and needs have been deferred for so long that the district is now compromising its core mission and the education it provides to students. Ms. Sandra Fryc invited interested meeting attendees to speak during the public hearing. Community members in attendance discussed a number of issues with focus on the impact of high class sizes on both academics and safety, concerns regarding the lack of funding, elimination of elective courses at the high school level, numerous requests for community involvement and maintenance of a budget that supports the schools. Mr. Henry Fitzgerald, chairman of the Board of Selectmen explained the budgeting process and that community members have been commissioned to do a fiscal study.

At the conclusion of the public hearing portion of the meeting Ms. Fryc stated that parents are welcome to send emails to share comments and there will be additional public hearings in early 2014.

B. Grants: Annual Report

Mr. Liam Hurley, Director of Business Services presented the FY14 Grants Update Report to the School Committee. He shared an overview of the funding the district is receiving this year through these grants and how this funding is used. Mr. Hurley shared some key reflections and stated that overall the district saw a net decrease of \$77,249 or 4.03% across all grants and that this is not good news since it is a deterioration of funding. Mr. Hurley said the district projected a 5% reduction in our grant allocation and budgeted for this in the FY14 budget. In FY14, almost all of the federal and state entitlement grants saw a reduction, with the exception of the Full Day Kindergarten grant which was level funded. Mr. Hurley said that one of the fiscal strategies is to shift funding wherever possible and make the most of resources including grant funding. Responding to a question from the Committee, Mr. Hurley and Ms. Banios discussed the challenges with the grant application process including the fact that for some grants the Shrewsbury district does not fit the criteria for some potential funding opportunities. Dr. Sawyer said that many grant opportunities are focused on low-income and low-performing schools and that Shrewsbury does not fit these criteria. Dr. Sawyer also added that some grants would not be sustained due to their ongoing costs after the grant expires.

VIII. Old Business

None

IX. New Business

None

X. Approval of Minutes

On a motion by Ms. Canzano, seconded by Mr. Samia, the School Committee voted unanimously to approve the minutes for the School Committee meeting for November 6, 2013.

XI. Executive Session

At 8:51 PM, on a motion by Ms. Fryc, seconded by Mr. Samia, the School Committee voted to adjourn to Executive Session for the purpose of discussing negotiations and return to open session for the purpose of adjourning. On a roll call vote: Dr. Magee, yes; Ms. Canzano, yes; Mr. Palitsch, yes; Mr. Samia, yes; Ms. Fryc, yes.

XII. Information Exlosures

XIII. Adjournment

On a motion by Ms. Canzano seconded by Dr. Magee, the meeting was adjourned at 9:22 PM. On a roll call vote: Dr. Magee, yes; Ms. Canzano, yes; Mr. Palitsch, yes; Mr. Samia, yes; Ms. Fryc, yes.

Respectfully submitted
Christine Taylor, Clerk

Documents referenced:

- 1) Technology Update: Report and slide show
- 2) Report to the School Committee: FY14 Grants Update: Report and slide show



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: XI. Executive Session

MEETING DATE: 12/4/13

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee enter into executive session for the purpose of discussing negotiations where discussion in open session may have a detrimental effect on the bargaining position of the public body?

BACKGROUND INFORMATION:

That the School Committee discuss the information presented and take such action as it deems to be in best interests of Shrewsbury Public Schools.

ACTION RECOMMENDED:

That the School Committee enter into executive session.

STAFF AVAILABLE FOR PRESENTATION:

Ms. Barbara A. Malone, Director of Human Resources
Dr. Joseph Sawyer, Superintendent of Schools



SHREWSBURY PUBLIC SCHOOLS
SCHOOL COMMITTEE

ITEM NO: XII. Information Enclosures
ITEM NO: XIII. Adjournment

MEETING DATE: 12/4/13

SPECIFIC STATEMENT OR QUESTION:

BACKGROUND INFORMATION:

ACTION RECOMMENDED:

STAFF AVAILABLE FOR PRESENTATION:



AMENDED AGREEMENT FOR THE ASSABET VALLEY COLLABORATIVE

Pursuant to *M.G.L. c. 40, § 4E*

PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement of the Assabet Valley Collaborative (AVC), established pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00.

This agreement replaces the original agreement dated August 27, 1987, as most recently amended on November 15, 2011, entered into by and between the school committees listed in Section I (herein, the “member districts”) and will be effective upon the approval of the member districts and the Massachusetts Board of Elementary and Secondary Education as indicated on the signatory page.

SECTION I: MEMBERSHIP

The membership of the Assabet Valley Collaborative, as of the effective date of this agreement, includes the school committees from the following districts, as indicated by the signatures of the chairs of the school committees:

- A. School Committee for the Assabet Valley Regional Vocational School District
- B. School Committee for the Berlin Public Schools
- C. School Committee for the Berlin-Boylston Public Schools
- D. School Committee for the Boylston Public Schools
- E. School Committee for the Hudson Public Schools
- F. School Committee for the Grafton Public Schools
- G. School Committee for the Marlborough Public Schools
- H. School Committee for the Maynard Public Schools
- I. School Committee for the Millbury Public Schools
- J. School Committee for the Nashoba Regional School District
- K. School Committee for the Northborough Public Schools
- L. School Committee for the Northborough-Southborough Public Schools
- M. School Committee for the Shrewsbury Public Schools
- N. School Committee for the Southborough Public Schools
- O. School Committee for the Westborough Public Schools

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

The mission of the Assabet Valley Collaborative is to jointly conduct programs and/or services in a cost-effective manner which shall complement and strengthen those provided by member school committees and to increase educational opportunities for children ages 3 up to 22.

The purpose of this collaborative is to provide:

- specialized education programs and services for students ages 3 up to 22
- special education transportation services
- professional development, training and resource sharing
- an array of consultative services
- cooperative purchasing/procurement services
- cost effective responses to needs articulated by member districts

The focus of this collaborative is the development and delivery of high quality programs and/or services to member districts which shall complement and strengthen those provided by member school committees.

The overall objectives of this collaborative include:

- the creation and/or delivery of cost effective responses to needs articulated by member districts
- the delivery of high quality specialized education programs and services for students ages 3 up to 22
- the delivery of cost effective and efficient special education transportation services
- the development and delivery of high quality and cost effective consultative services
- the development and delivery of high quality and cost effective professional development, training and resource sharing
- the provision of effective and efficient cooperative purchasing/procurement services

SECTION III: PROGRAMS AND SERVICES TO BE OFFERED

The collaborative will offer the following programs and services, which shall complement the educational programs and services of the member districts in a cost-effective manner:

- specialized education programs and services for students ages 3 up to 22
- special education transportation services
- professional development, training and resource sharing
- an array of consultative services
- cooperative purchasing/procurement services
- cost effective responses to needs articulated by member districts

SECTION IV: GOVERNANCE

Each school committee executing this collaborative agreement shall annually appoint the Superintendent of Schools to serve as its representative on the Assabet Valley Collaborative

Board of Directors before September 15 of each school year. These Board members shall be referred to in this agreement as “appointed representatives.”

Each appointed representative on the Board of Directors will represent his/her respective school district(s) and will have one (1) vote.

An appointee of the Commissioner of Elementary and Secondary Education (herein Commissioner) shall also be a voting member of the collaborative Board of Directors.

The Executive Director of the Assabet Valley Collaborative will attend all Board of Directors meetings.

The Assabet Valley Collaborative shall be managed by this collaborative Board of Directors, hereinafter referred to as the “Board”.

- A. Regular meetings of the Board shall be held monthly from September to June, and at additional times if necessary.
- B. A quorum for conducting business shall consist of a simple majority of the voting members of the Board.
- C. The Board has the authority to act by a simple majority vote of members present, unless otherwise provided in this Agreement.
- D. The Board shall annually organize itself by electing a chairperson and vice-chairperson, as outlined in the “Board Policies.” In the absence of the Board Chairperson, the Vice-Chairperson acts as Chairperson.
- E. The Collaborative’s Executive Director, or designee, will act as Executive Secretary to the Board.
- F. The Chairperson, by vote of the Board, may appoint such subcommittees or advisory committees of the Board, as the need arises, as will facilitate the work of the Board. Such sub-committees may also make recommendations with respect to other services and cooperative efforts.
- G. The Board shall establish a standing Policy Committee and a standing Finance Committee whose members represent superintendents, business managers, and special education administrators.
- H. The Board shall establish an Operating Committee made up of the person within each member's school district responsible for student services and/or for special education. This committee shall have the primary responsibility for providing recommendations to the Board on policies and procedures as they pertain to the delivery of special education services to students with disabilities or other special needs. The committee shall meet once a month or more often if necessary to conduct its business.

SECTION V: CONDITIONS OF MEMBERSHIP

Each member district shall have the following rights and responsibilities as a member of the Assabet Valley Collaborative:

- A. Each member of the Board shall be entitled to a vote.
- B. Fees for membership in the collaborative shall be established annually, as described in Section VII of this agreement.

- C. Each appointed representative shall be responsible for providing timely information and updates to its appointing member district(s) on collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.
- D. Each appointed representative is expected to attend every Board meeting. When an appointed representative has missed one-half (1/2) of the meetings within a fiscal year, the Chair of the Board shall inform the Chair of the appointing member district or institution of the appointed representative's absences.
- E. Each appointed representative must attend training required by the Department of Elementary and Secondary Education (Department), as outlined in M.G.L. Ch. 40, § 4E; 603 CMR 50.05(3) and 603 CMR 50.12 (3). Should an appointed representative fail to complete the required training within the timelines set in law and regulations, the member district shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The member district shall become an active member and voting rights shall be reinstated once the appointed representative completes the training.
- F. No appointed representative on the Board shall serve as a member of a Board of Directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E, as most recently amended.
- G. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
- H. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting Board member and no member district shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the member district is replacing the appointed representative with that individual.

SECTION VI: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES TO THE BOARD

The Assabet Valley Collaborative Board shall manage the educational collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of the educational collaborative. The Board shall be vested with all authority and responsibilities provided to it by M.G.L. c. 40, § 4E and 603 CMR 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

- A. The Board shall hire or appoint an Executive Director, to serve under its general direction, to manage and supervise the Collaborative, oversee the day to day operation of its programs and services, and implement policies of the Board. The Executive Director shall have the authority granted by M.G.L. Ch. 40, § 4E. The Board shall annually evaluate the Executive Director's performance in accordance with state laws and regulations for the evaluation of educators.
- B. It is the function and responsibility of the Board to formulate policy for the collaborative and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
- C. The Assabet Valley Collaborative is a governmental entity.

- D. The Board shall be vested with the authority to enter into agreements with member and non-member districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- E. The Board shall be responsible for:
 - 1. ensuring adherence to this collaborative agreement and progress toward achieving the purposes and objectives set forth in the agreement;
 - 2. determining the cost-effectiveness of programs and services offered by the collaborative;
 - 3. ensuring that any borrowing, loans, or mortgages are cost effective, necessary to carry out the purposes for which the collaborative is established, in the best interest of the collaborative and its member districts, and consistent with the terms of this agreement; and
 - 4. approving all expenditures, including, but not limited to, contracts, borrowing, and the purchase and sale of fixed assets.
- F. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
- G. The Board is a public employer and shall hire all employees of the educational collaborative and ensure that all employees possess the necessary and required licenses and approvals as required by M.G.L. c. 40, § 4E.
- H. The Board shall hire or appoint a Business Manager or an employee with responsibilities similar to those of a town accountant who shall be subject to Massachusetts General Laws Chapter 41, Section 52. The business manager may not serve concurrently as an appointed representative, as the treasurer, or as the Executive Director of the Collaborative. The Board shall ensure that an evaluation of the performance and effectiveness of the business manager is conducted annually.
- I. The Board shall hire or appoint a Treasurer. The Treasurer shall be responsible for the oversight and certification of all receipts and disbursements related to the collaborative's funds and shall perform duties as required by the Board and authorized by M.G.L. Ch. 40, § 4E and its regulations and any amendments thereof. The Treasurer shall not serve concurrently as an appointed representative, as the Executive Director, or as the Collaborative's business manager. The Treasurer shall annually give bond consistent with the requirements of M.G.L. Ch. 40, § 4E. The Board shall annually evaluate the performance of the Treasurer.
- J. The Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and Business Manager, and that these employees shall not serve as a member of the collaborative Board of Directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40, § 4E.
- K. The Board shall hire or appoint one or more registered nurse(s) as a School Nurse to support collaborative programs and shall provide such nurses with proper facilities to ensure that the health needs of the Collaborative students are met.
- L. The Board shall ensure that no employee of an educational collaborative is employed at any related for-profit or non-profit organization.
- M. The Board shall develop such policies as it deems necessary to support the operation of the collaborative, including, but not limited to, policies relative to personnel, students, finance and internal controls, health and nursing, and any other policies required by state or federal law and regulation. The Board shall review the effectiveness of such policies to

ensure currency and appropriateness, and may establish a subcommittee to make recommendations to the Board concerning such policies.

- N. The Board shall ensure that the collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing information, reports or documents as the Department deems necessary. The Board shall ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the collaborative's website, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.
- O. The Board shall establish a process to provide member districts, students, parents/guardians, the Board of Elementary and Secondary Education, and the public all information required by law and regulation.

INDEMNIFICATION

Neither the Executive Director nor any appointed representatives shall be liable to the Collaborative or to any member district hereof for any act or omission of the Executive Director or any appointed representative or be held personally liable in connection with the affairs of the Collaborative except only liability arising out of his/her own willful malfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its members.

Neither the Executive Director nor any appointed representative or member district shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind, against or with respect to the Collaborative or arising out of any action taken or omitted for or on behalf of the Collaborative and the Collaborative shall be solely liable thereof and resort shall be had exclusively to the Collaborative property for the payment or performance thereof.

The Executive Director, appointed representative, or member district shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary provisions hereof, such Executive Director, appointed representative, or member district shall be held personally liable. Any person dealing with the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director and his/her legal representatives and each appointed representative and his/her legal representatives and each member district and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such Executive Director, appointed representative, or member district, or his/her/its legal representatives may be made a party or otherwise involved by reason of his/her/its capacity as Executive Director, appointed representative, or member district, except only liabilities and expenses arising out of his/her/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by

independent counsel for the Collaborative. Said right of indemnification shall be in addition to any other rights to which such Executive Director, appointed representative, or member district may be entitled as a matter of law or which may be lawfully granted to him/her/it.

SECTION VII: FINANCE

A. Financial Terms:

1. Membership fees shall be assessed to each member district on July 1 of each year. The Board shall establish a Policy that identifies the procedure to calculate an annual membership fee; membership fees will fund up to and will not exceed 50% of the administrative costs for the Collaborative. Annually, the Board shall establish the membership fee by a majority vote.
2. The remaining administrative costs of the collaborative will be distributed across all programs operated by the collaborative through an administration allocation expense proportionate to the operating budget for each program. The proportional share of administrative costs will be added to the operating budget of each program operated by the collaborative.
3. The fees, tuitions, and rates to be charged to districts for all collaborative services will be set annually by the Board of Directors. These include tuitions for specialized programs for students, hourly rates for therapy, evaluative, consultative, and the like services, and overhead calculations for transportation, professional development, cooperative purchasing/procurement and the like services rendered. Fees, tuitions, and rates will be calculated through the annual budgeting process for each program, including the administrative cost allocation noted in 2 above and capital expenses noted in Section VII (F)(1)(h) below, with projections based on past usage.
4. Districts will be charged per unit of usage, i.e. per student enrolled, per hour of service delivery, per transportation route, per participant enrolled in courses or workshops, or per district for multi-district initiatives. Each type of service may require a different schedule of billing, e.g. 3-4 times per year for program tuitions, per use for courses/PD, monthly for transportation, etc.
5. The collaborative will submit invoices to districts for services to be paid within thirty (30) days of receipt.
6. A Non-member surcharge rate of up to 15% will be set annually by the Board of Directors to determine rates charged to non-member districts, agencies and organizations for services rendered by the collaborative. Non-member surcharges will be utilized within each program or service area in order to contain costs for member districts and as an offset to corresponding administrative fees apportioned to each program/service area. The Board has the authority to waive or decrease the percentage of the non-member surcharge to non-member districts when doing so is determined to be in the best interest of the collaborative.
7. The Board may enter into agreements with non-member and member districts or other collaboratives to establish mutually beneficial pricing arrangements.
8. The Board may apply, by majority vote, for state, federal, corporate, or foundation grants, and may accept gifts, grants, or contributions from governmental and privates sources, whether in cash or in kind.

9. The Board may enter into contracts to obtain the funds necessary to carry out the purpose for which the collaborative was established.
10. The collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.
11. A Procurement Officer will be designated to coordinate procurement activities on behalf of the collaborative and its members.
12. Procurement awards require Board approval.

B. Collaborative Fund:

1. The Board shall establish and manage a fund to be known as the *Assabet Valley Collaborative Educational Collaborative Fund* (herein, "the AVC fund").
2. The AVC fund shall be the depository of all monies paid by the member districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the collaborative Board and deposited in the fund.
3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the collaborative without further appropriation.
4. All payments must be approved by the Board.
5. The Treasurer may make appropriate investments of funds of the collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

C. Borrowing, Loans, and Mortgages:

1. The Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages, and acquire or improve real property to support collaborative operations, subject to the following procedures:
 - a. all borrowing, loans, and mortgages shall be discussed at a public meeting of the Board;
 - b. the Board shall investigate options related to borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application;
 - c. the Board shall determine, at a public meeting, through a majority vote, that the terms related to borrowing, loans, and mortgages are cost-effective and are the most favorable available at the time of the application; and
 - d. the Board shall determine, at a public meeting, through a majority vote, that the borrowing, loans and mortgages are necessary to carry out the purposes for which the collaborative is established.
2. In the event that such borrowing loan or mortgage is for the acquisition or improvement of real property:
 - a. the Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the collaborative Board at which the final vote is taken;
 - b. the Board shall provide notice to each member district within thirty (30) calendar days of applying for real estate mortgages; and

c. the Board shall approve such action by a majority vote.

D. Surplus Funds: Unexpended general funds as defined in 603 CMR 50.07 at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.

1. The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, § 20 and any amounts prepaid for services or tuitions in accordance with M.G.L. c. 40, § 4E.
2. The Board will retain no more than 25 percent in cumulative surplus, as defined by 603 CMR 50.03(5)(b)10.
3. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve by majority vote, the final dollar amount of the cumulative surplus.
4. The Board shall determine whether such final dollar amount of surplus funds is within the established 25 percent limit, and whether the funds will be retained by the collaborative or whether all or some portion will be disbursed to the member districts or credited to support programs and services offered to member districts.
5. If the Board determines that a disbursement of surplus funds will be made to member districts, the amount will be distributed based on a weighted average of all costs paid by each district to the collaborative for the previous three year period, based on audited financial statements.

E. Capital Reserve Fund

- a. The Assabet Valley Collaborative shall create a capital reserve fund to support costs associated with the acquisition, maintenance, and improvement of fixed assets, including real property, pursuant to a capital plan.
- b. Funds in a capital reserve account may be used only for the project or purpose for which the account was established.
- c. The establishment of a capital reserve shall be subject to the approval of two-thirds of the member districts. The request for approval must state the reason for the reserve and a limit on the balance that may be held in the reserve.
- d. Deposits into the capital reserve shall be proposed and approved through the budget process.
- e. In the event that the purpose for which the capital reserve was created requires modification, the collaborative Board of Directors shall revise its capital plan and provide notice to all member districts. If the member district does not vote to disapprove the revised capital plan within a 45 day period, that member shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the member districts is required to revise the capital plan.

F. Annual Budget Preparation and Assessment of Costs

1. Development of the Collaborative Budget: The Board shall annually determine the collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, s 4E, regulations promulgated by the Department and this agreement.
 - a. In collaboration with staff and member districts, AVC begins forecasting the annual budget each October. The process includes input from collaborative committees, program directors and staff. Strategic plans created will guide this process. Program directors estimate future program services/enrollments based on this input. The Executive Director and Director of Finance meet with program directors to review anticipated enrollment and prior trends to establish appropriate staffing and fiscal resources. When final enrollment and expenses are forecasted, rates are established to support both the qualitative and quantitative program elements. Forecasted revenues generated by programs and services are used to pay for staff salaries, supplies and services. Administrative costs are absorbed by these revenues.
 - b. The preliminary budget draft is presented and reviewed by the Finance Subcommittee before submission to the collaborative Board of Directors. The Finance Subcommittee's recommended preliminary budget is presented to the Board of Directors for initial review (first reading) in December. The timing of the budget presentation is critical to inform member districts of forecasted rates for the upcoming fiscal year. A second reading of the budget is held in January for the Board vote. Additional meetings will be held as necessary to finalize the annual budget. Forecasts are created in accordance with governing local and state policies.
 - c. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
 - d. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve.

- e. Expenditures from grant funds, trust funds, and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget.
 - f. The proposed budget shall be classified into such line items as the Board shall determine, but shall at a minimum delineate amounts for operating expenditures, including, administration, instructional and rental expenses and capital expenditures, including debt service payments and deposits to capital reserve.
 - g. The proposed budget shall include the methodology used to determine tuition prices for member and non-member students as well as the methodology to determine fees for services and membership dues based on the cost of providing collaborative programs.
 - h. Capital costs will be included in the operating budget of each program requiring capital expenditures and will be used to determine the tuitions/fees for each program. Capital reserves will be used with approval of the Board of Directors to offset capital expenditures in programs as determined by the Capital Reserve Plan noted in Section E above.
2. The proposed budget shall be discussed at a public meeting of the Board and notice shall be provided to each member district ten (10) working days before the date of the Board meeting at which the proposed budget will be discussed.
 3. The Board shall adopt the final budget by affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the collaborative budget was first proposed but no later than June 30 of the preceding fiscal year.

G. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees for services for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year.
2. The collaborative shall submit invoices to member and non-member districts according to the following schedule:
 - a) Tuitions are invoiced quarterly.
 - b) Consultation, transportation and professional development services are invoiced monthly. Annual membership fees are invoiced annually.
3. Invoices shall be paid within thirty (30) days of receipt of invoice.

H. Procedure for Amending the Budget:

1. All budget amendments shall be proposed at a public meeting of the Board and must be approved by the majority of the Board to take effect.
2. Any amendment that does not result in an increase in tuition rates, membership dues or fees for services shall be approved by the Board by a majority vote.
3. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees for services shall adhere to the following procedures:
 - a. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member districts the content of the proposed amendment.

- b. All amendments shall be voted on by the Board at a second public meeting of the Board next following the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.
 - c. The treasurer shall certify and transmit the amended tuition rates, membership dues and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board.
4. The Board has the authority to reduce tuition rates, membership dues and fees for services to member and non-member districts, when doing so is determined to be in the best interest of the collaborative.

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

The Collaborative Agreement of the Assabet Valley Collaborative may be amended from time to time in accordance with the following procedures:

- A. A proposal for amendment of the Collaborative Agreement may be initiated by any member school committee or district, any member of the Board, or by the Executive Director.
- B. The proposed amendment shall be presented in writing to the Executive Director of the collaborative and the Chair of the Board no less than ten (10) days prior to a meeting of the Board at which it shall first be read.
- C. Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall submit the proposed amendment to the Department of Elementary and Secondary Education (herein Department) for initial review.
- D. Following the Department review, the Executive Director shall make such changes as the Department requires.
- E. No less than ten (10) days prior to a meeting of the Board at which the revised amendment shall be discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives and the chairs of the school committees of the member districts together with notice as to the time and place of the second reading of the amendment and vote thereon.
- F. The proposed amendment shall be read a second time at the regular meeting next subsequent to the Department review, at which time, in order to be approved, there must be a two-thirds (2/3) vote of the Board in favor of the amendment.
- G. Following approval by the Board, the amended agreement shall be submitted by the Chair of the Board to the member districts for a vote to approve the amended agreement.
- H. Once a majority of all member districts have approved and signed the amended agreement, the Collaborative shall submit the signed amended agreement in accordance with 603 CMR 50.03 to the Commissioner for approval by the Board of Elementary and Secondary Education.
- I. No amendment to the collaborative agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education.

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBERS

Any school district, through a vote of its school committee, or charter school board, may become a member of the Assabet Valley Collaborative consistent with the following terms:

- A. At least 120 days prior to the beginning of a new fiscal year, the prospective member district shall submit to the Chair of the Board and the Executive Director of the Assabet Valley Collaborative notification of intent to join the collaborative and a copy of the school committee/charter school board minutes that indicates an affirmative vote of the committee/charter school board to seek membership in the collaborative.
- B. Upon receipt of the prospective member's notification of intent to join the collaborative and the minutes, the Board will consider the request.
- C. Upon a two-thirds (2/3) affirmative vote of the Board, the collaborative agreement shall be amended to add the new member district. The collaborative agreement shall be amended consistent with Section VIII of this agreement.
- D. The amendment may provide for the deferral of the admission of a new member district until July 1 of the subsequent fiscal year.
- E. The admission of a new member district to the Assabet Valley Collaborative shall become effective only after the execution and delivery by the current member districts and the applicant school committee or charter school board of an amendment to the collaborative agreement agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.
- F. A school committee or charter school board may be admitted to the collaborative as of July 1st of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new member district is to be admitted to the collaborative.
- G. If all elements of the amendment process have been completed, but approval from the Board of Elementary and Secondary Education is delayed past July 1 of the fiscal year, the Collaborative Board may authorize the pending new member district to participate in the Collaborative as a non-voting member district through a simple majority vote at a public meeting. As a non-voting member district awaiting official approval from the Board of Elementary and Secondary Education, the pending new member district will be entitled to membership privileges and services, but will not be entitled to a vote on the Board of Directors until official approval of the Board of Elementary and Secondary Education.

SECTION X: PROCEDURE AND TIMELINE FOR WITHDRAWAL OF CURRENT MEMBER DISTRICT(S)

A member district may withdraw from the Assabet Valley Collaborative as of July 1st in any year subject to the following terms:

- A. At least 180 days prior to the end of the current fiscal year, the withdrawing member shall provide written notice to every other member district that is party to this agreement as well as to the Executive Director of the collaborative and the collaborative Board of intent to withdraw.
- B. Written notification of a member district's intent to withdraw from the collaborative at the end of a fiscal year shall include the following:

1. Notification addressed to the Chair of the Board and the Executive Director that the member district has voted to withdraw from the collaborative with the effective date of withdrawal; and
 2. A copy of the minutes from the school committee meeting in which the member district voted to withdraw from the collaborative.
- C. Within thirty (30) days of notification of a member district's intent to withdraw from the collaborative, an amendment shall be prepared to reflect changes in the agreement caused as a result of the change in membership of the collaborative and submitted to the Commissioner for approval by the Board of Elementary and Secondary Education.
 - D. Upon a two-thirds (2/3) affirmative vote of the Board, the collaborative agreement will be amended to withdraw the exiting member district. The collaborative agreement shall be amended consistent with Section VIII of this agreement. The withdrawal is not in effect until and unless the Board of Elementary and Secondary Education has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
 - E. Upon withdrawal from the collaborative, a former member district shall not be entitled to any assets or a portion of any assets of the Assabet Valley Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
 - F. The withdrawing school committee must fulfill all of its financial obligations and commitments to the collaborative.
 - G. A withdrawing district will be charged a one-time exit fee, equal in amount to the annual membership fee established by the Board. This fee will be due prior to the end of the fiscal year which would mark the withdrawing district's final year as a member of the collaborative.
 - H. Upon withdrawal from the collaborative, after having fulfilled all financial obligations and commitments to the collaborative and after having paid the exit fee, a former member district shall not have any further commitments, liabilities, or obligations to the collaborative.
 - I. Following the final audit of that fiscal year's financial records, the withdrawing district will be reimbursed any funds that remain on balance at the collaborative as a result of prepayments to the collaborative by the member district for tuition or services under M.G.L. c. 40, § 4E.
 - J. The withdrawal of any member district(s) at any time shall not affect the status of the collaborative agreement and the same shall remain in full force and effect unless specifically changed or amended by the Board and approved by the member districts and the Board of Elementary and Secondary Education.
 - K. If, after the withdrawal of a member district(s), less than two member districts remain, the collaborative Board will initiate termination proceedings as provided in Section XI.

SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

- A. A member district may request that the Board initiate proceedings to terminate this collaborative agreement by giving notice to all other member districts and the Executive Director at least *twelve (12) months* before the end of the current fiscal year.
- B. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the collaborative and determine next steps. A

- two-thirds (2/3) vote of the collaborative Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all member districts within ten (10) working days of such vote.
- C. The collaborative agreement shall only be terminated at the end of a fiscal year.
 - D. The collaborative agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the school committees of the member districts.
 - E. Following the affirmative votes of the member districts to terminate this collaborative agreement, the Executive Director shall inform the member districts and non-member districts who are served by the collaborative and the Department in writing 180 days prior to the effective date of any termination.
 - F. Following the affirmative votes of the member districts to terminate the collaborative agreement, a final independent audit will take place and will be provided to all appointed representatives and member districts as well as to the Department, including an accounting of assets and liabilities (debts and obligations) of the collaborative and the proposed disposition of same according to Board policy
 - G. Prior to termination, the Board shall:
 - 1. determine the fair market value of all assets for the collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the collaborative.
 - 2. determine the process for the appropriate disposition of federal/state funds.
 - 3. identify the member district responsible for maintaining all fiscal records.
 - 4. identify the member districts responsible for maintaining student, employee and program records.
 - 5. determine the means of meeting all liabilities (debts and obligations) of the collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts.
 - 7. distribute surplus funds or capital reserve funds to the member districts based on a weighted average of cumulative costs paid by each district to the collaborative since FY2002 - or the year of membership if after FY2002 - based on audited financial statements.
 - 8. ensure the appropriate disposition of all assets of the collaborative, including any unencumbered funds held by the collaborative, and any capital property and real estate owned by the collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the member districts based on a weighted average of all costs paid by each district to the collaborative since FY2002 - or the year of membership if after FY2002 - based on audited financial statements.
 - 6. determine the plans for member districts to address the needs of students that were being addressed by the collaborative.
 - H. Following the affirmative vote of the member districts to terminate the collaborative agreement, the Board shall notify the Department of the official termination date of the collaborative, and shall submit the documentation required by 603 CMR 50.11 to the Department.
 - I. Should the Department revoke and/or suspend the approval of the educational collaborative agreement, the Board will follow all instructions from the Department, and

Sections XI. E through XI. H, inclusive, shall be implemented to the extent these procedures are consistent with the order of the Department terminating the collaborative agreement.

NON-DISCRIMINATION PRACTICES

Assabet Valley Collaborative does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, or sexual orientation and ensures that all students have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of study.

Assabet Valley Collaborative is an Equal Opportunity Employer.

This agreement shall take effect on the date of approval by the Board of Elementary and Secondary Education and shall continue indefinitely. This agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose chairpersons have signed below.

Assabet Valley Collaborative Board of Directors first reading: October 25, 2013

Assabet Valley Collaborative Board of Directors second reading: November 15, 2013

Date approved by Assabet Valley Collaborative Board of Directors: November 15, 2013

Dates approved by member school committees:

Assabet Valley Regional Vocational School District _____
Member district Date

Berlin Public Schools _____
Member district Date

Berlin-Boylston Public Schools _____
Member district Date

Boylston Public Schools _____
Member district Date

Hudson Public Schools _____
Member district Date

Grafton Public Schools _____
Member district Date

Marlborough Public Schools _____
Member district Date

Maynard Public Schools _____
Member district Date

Millbury Public Schools _____
Member district Date

Nashoba Regional School District _____
Member district Date

Northborough Public Schools _____
Member district Date

Northborough-Southborough Public Schools _____
Member district Date

Shrewsbury Public Schools _____
Member district Date

Southborough Public Schools _____
Member district Date

Westborough Public Schools _____
Member district Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Assabet Valley Regional Vocational School District

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Berlin Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Berlin-Boylston Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Boylston Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Hudson Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Grafton Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Marlborough Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Maynard Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Millbury Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Nashoba Regional School District

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Northborough Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Northborough-Southborough Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Shrewsbury Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Southborough Public Schools

Date

Assabet Valley Collaborative Agreement

Member District School Committee Chair Signatures:

Chairperson of Westborough Public Schools

Date

Assabet Valley Collaborative Agreement

Approved by the Board of Elementary and Secondary Education:

Commissioner of the Department of Elementary and Secondary Education Date

