

LEXINGTON SCHOOL COMMITTEE MEETING
Tuesday, October 21, 2014
Lexington Town Office Building, Selectmen's Meeting Room
1625 Massachusetts Avenue

7:00 p.m. Call to Order:

7:01 p.m. Executive Session:

Exemption 3 – To Discuss Strategy with Respect to Collective Bargaining
Regarding ALA Negotiations

7:30 p.m. Return to Public Session and Welcome:

Public Comment – (Written comments to be presented to the School Committee;
oral presentations not to exceed three minutes.)

7:40 p.m. Superintendent's Announcements:

Presentation of Massachusetts Association of School Superintendents Award for
Academic Excellence to Lexington High School Students

7:50 p.m. School Committee Member Announcements:

8:00 p.m. Agenda:

1. 2014 MCAS Report (30 minutes)
2. FY 16 Capital Recommendations (40 minutes)
3. Discussion of K-12 Space Needs (50 minutes)
4. Vote to Approve EDCO/LABBB Articles of Agreement (15 minutes)
5. Vote to Approve Superintendent's Evaluation Standards for 2014-2015 (15 minutes)

10:30 p.m. Consent Agenda (5 minutes):

1. Vote to Approve School Committee Minutes of August 26, 2014

10:35 p.m. Adjourn:

The next meeting of the School Committee is scheduled for Tuesday, October 28, 2014, at 7:30 p.m.
in the Town Office Building, Selectmen's Meeting Room, 1625 Massachusetts Avenue.

All agenda items and the order of items are approximate and subject to change.



Lexington Public Schools

146 Maple Street ♦ Lexington, Massachusetts 02420

Paul B. Ash, Ph.D.
Superintendent of Schools

(781) 861-2550, ext. 212
email: pash@sch.ci.lexington.ma.us
fax: (781) 863-5829

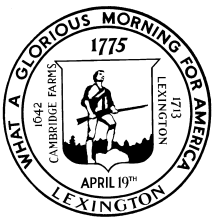
To: School Committee
From: Paul B. Ash, Ph.D.
Superintendent of Schools
Re: October 21 School Committee Meeting
Date: October 17, 2014

On Tuesday evening following the School Committee Executive Session, the School Committee will return to open session at approximately 7:30 p.m. to discuss the following agenda items:

1. 2014 MCAS Report – In order to stay within the 30 minutes set aside for this agenda item (presentation and School Committee questions), the report included in your packet is much longer than the report that will be presented Tuesday evening. On Tuesday, Maureen Kavanaugh will present a high level summary of results, including 5-year trends for African American students and special education students. These new charts show significant improvements in student performance.
2. FY 16 Capital – Mary Ellen Dunn, Tom Plati, and Pat Goddard will present the three components of my recommended FY 16 capital budget. The primary purpose of this agenda item is to start the FY 16 capital process, encourage Committee concerns or questions, and then forward the recommended budget to the Capital Expenditures Committee (CEC) for its review. After the CEC review and recommendation, the School Committee will vote the final capital budget in February. Please note that your packet only includes summary sections of the FY 16 capital budget. I urge committee members to review the detailed budget sometime during the next two months. The detailed budget can be found in a large three-ring binder in the office next to Miriam Sousa.
3. Discussion of PreK-12 space needs – The main purpose of this agenda item is to start the discussion of what options the School Committee might consider to address K-5 school overcrowding next year. In the SMMA report, five options were identified: allow class sizes to rise above School Committee guidelines (and add either an assistant or part-time teacher), add modular classrooms, use an art and/or music room, split the gymnasium in half and create physical education and art spaces, and redistrict students. The plan is to continue this discussion on October 28 and November 3 for a vote. According to Carl Valente, if the School Committee decides to request a Special Town Meeting during the first week in January, then the Committee will need to make its request before or immediately after Thanksgiving. We have been told that a Town Meeting vote in early January is needed in order to install modular classrooms before September.

4. Approve the EDCO and LABBB Articles of Agreement. According to a new DESE regulation (603 CMR 50.03), all collaboratives must vote articles of agreement that have been approved by the Department of Elementary and Secondary Education. The documents in this packet have DESE approval. In addition, every School Committee must also vote to approve the Articles of Agreement. Please note that EDCO added a section to permit bonding authority by a two thirds vote of all member School Committees. I recommend your approval of these documents.

5. Vote to Approve the Superintendent's Evaluation Standards – This topic is a continuation of the prior discussion. I have included both my recommended evaluation standards and the summary document from DESE that lists all superintendent evaluation standards and indicators.



Lexington Public Schools

146 Maple Street ♦ Lexington, Massachusetts 02420

Maureen Kavanaugh
Director of Planning and Assessment

(781) 861-2580 x505
email: mkavanaugh@sch.ci.lexington.ma.us
fax: (781) 863-5829

To: Paul B. Ash, Ph.D.
Superintendent of Schools

From: Maureen Kavanaugh
Director of Planning and Assessment

Re: 2014 MCAS Highlights

Date: October 16, 2014

At the October 21st School Committee, I will present a report of Lexington's 2014 MCAS results, including highlights at major grade levels as well as results for subgroups. We see in this year's results that our students continue to grow and reach high levels of achievement in English Language Arts, Mathematics and Science. This data is used along with other indicators to:

- Evaluate school and district performance and progress toward improvement targets
- Identify program, school and district strengths and weaknesses; inform and improve curriculum and instruction
- Identify individual student strengths and areas for improvement; inform and improve service delivery for individual students

The MCAS is useful to the extent that it is simply another piece of data that educators may use to better understand student performance and reflect on their practices. There is a story and student behind every MCAS score, and educators are encouraged to seek out those stories. We will use this data along with other information to continue improving teaching and learning for all students.

LEXINGTON PUBLIC SCHOOLS
SPRING 2014 MCAS HIGHLIGHTS
OCTOBER 21ST, 2014

Maureen Kavanaugh

Director of Planning and Assessment

English Language Arts

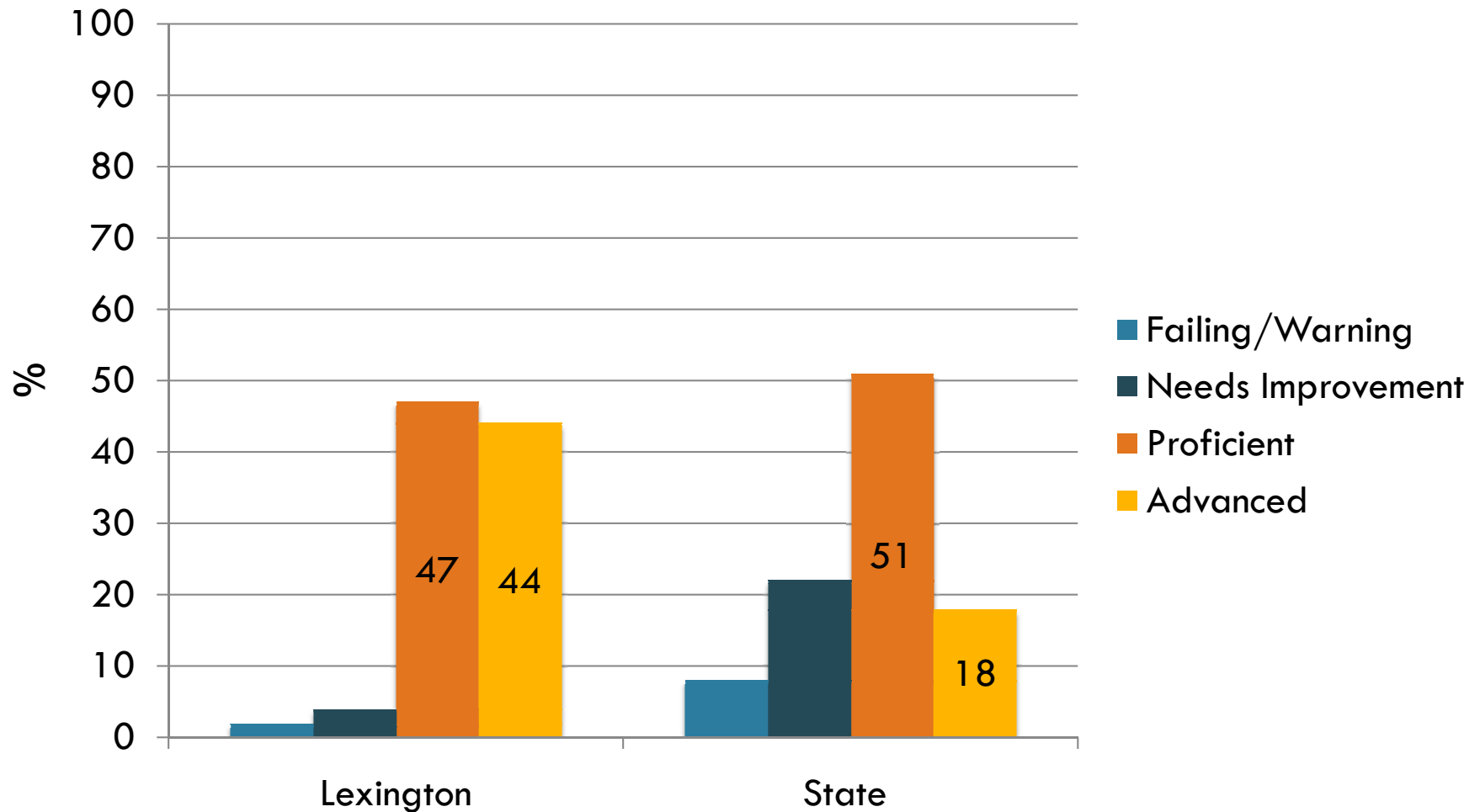
What is reported?

Performance Level based on Proficiency

Advanced (260-280)	Students at this level demonstrate a comprehensive and in-depth understanding of rigorous subject matter, and provide sophisticated solutions to complex problems.
Proficient (240-258)	Students at this level demonstrate a solid understanding of challenging subject matter and solve a wide variety of problems.
Needs Improvement (220-238)	Students at this level demonstrate a partial understanding of subject matter and solve some simple problems.
Failing/Warning (200-218)	Students at this level demonstrate a minimal understanding of subject matter and do not solve simple problems.

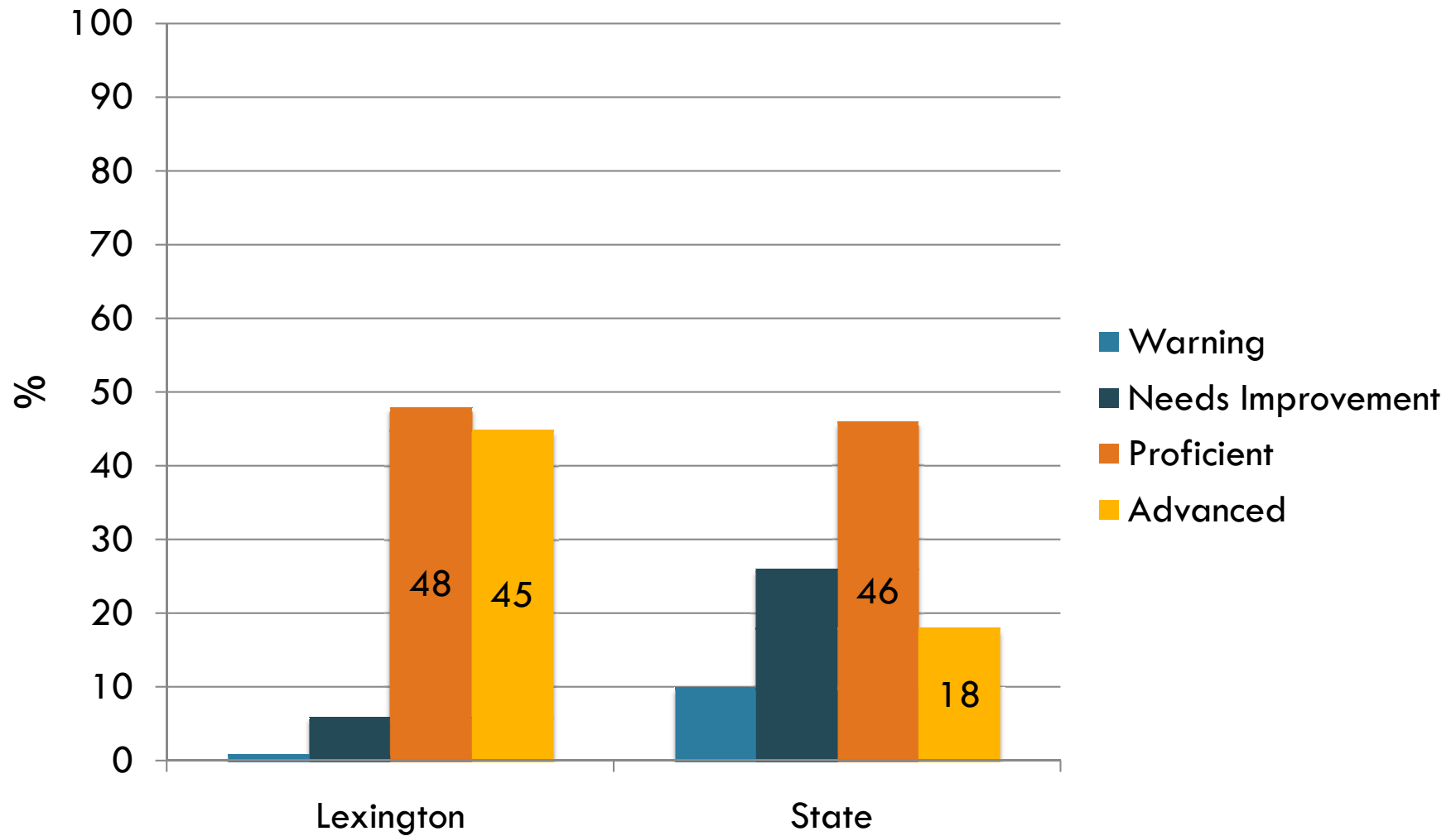
2014 ELA Performance Levels

All students



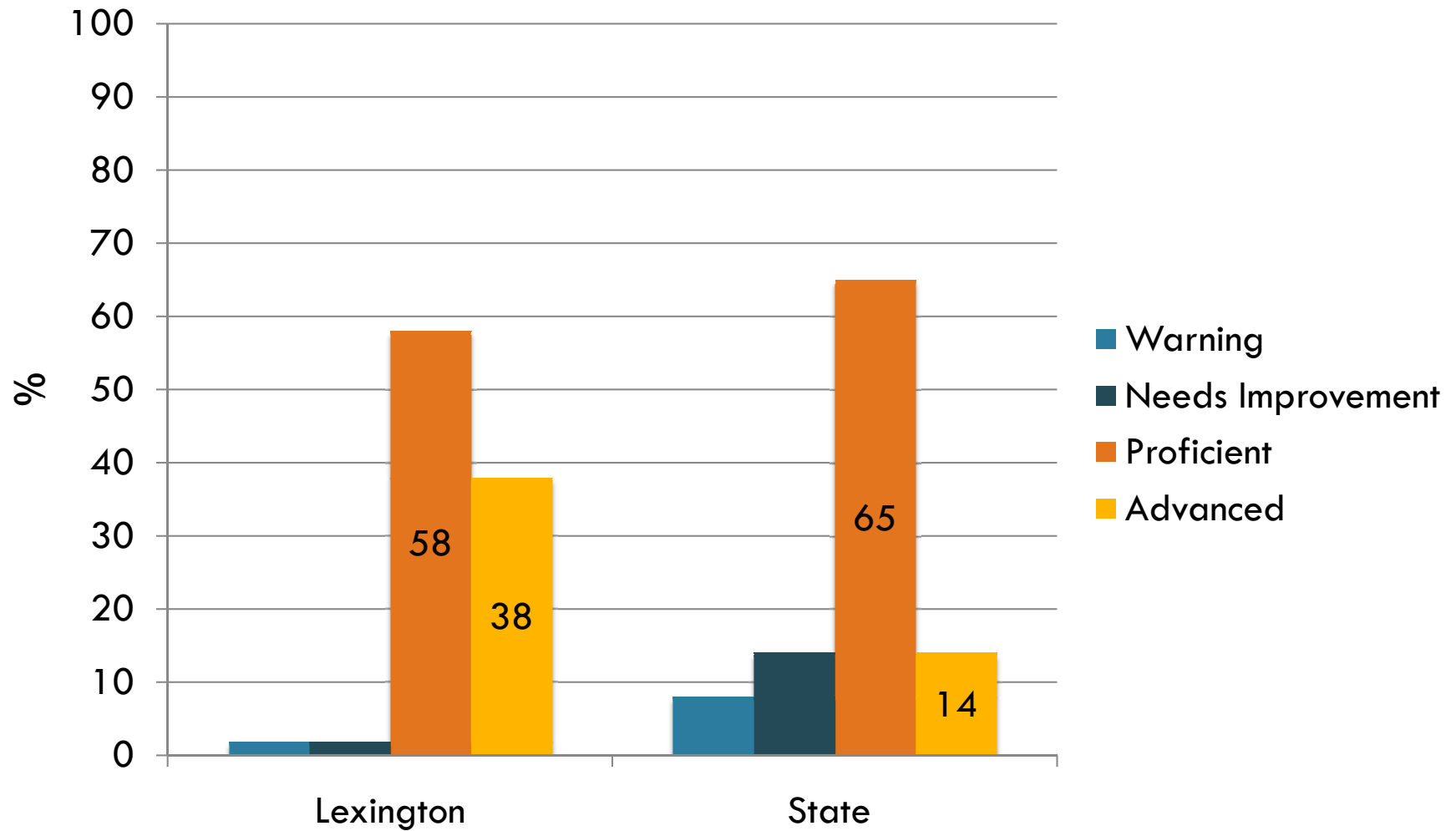
2014 ELA Performance Levels

Grade 5



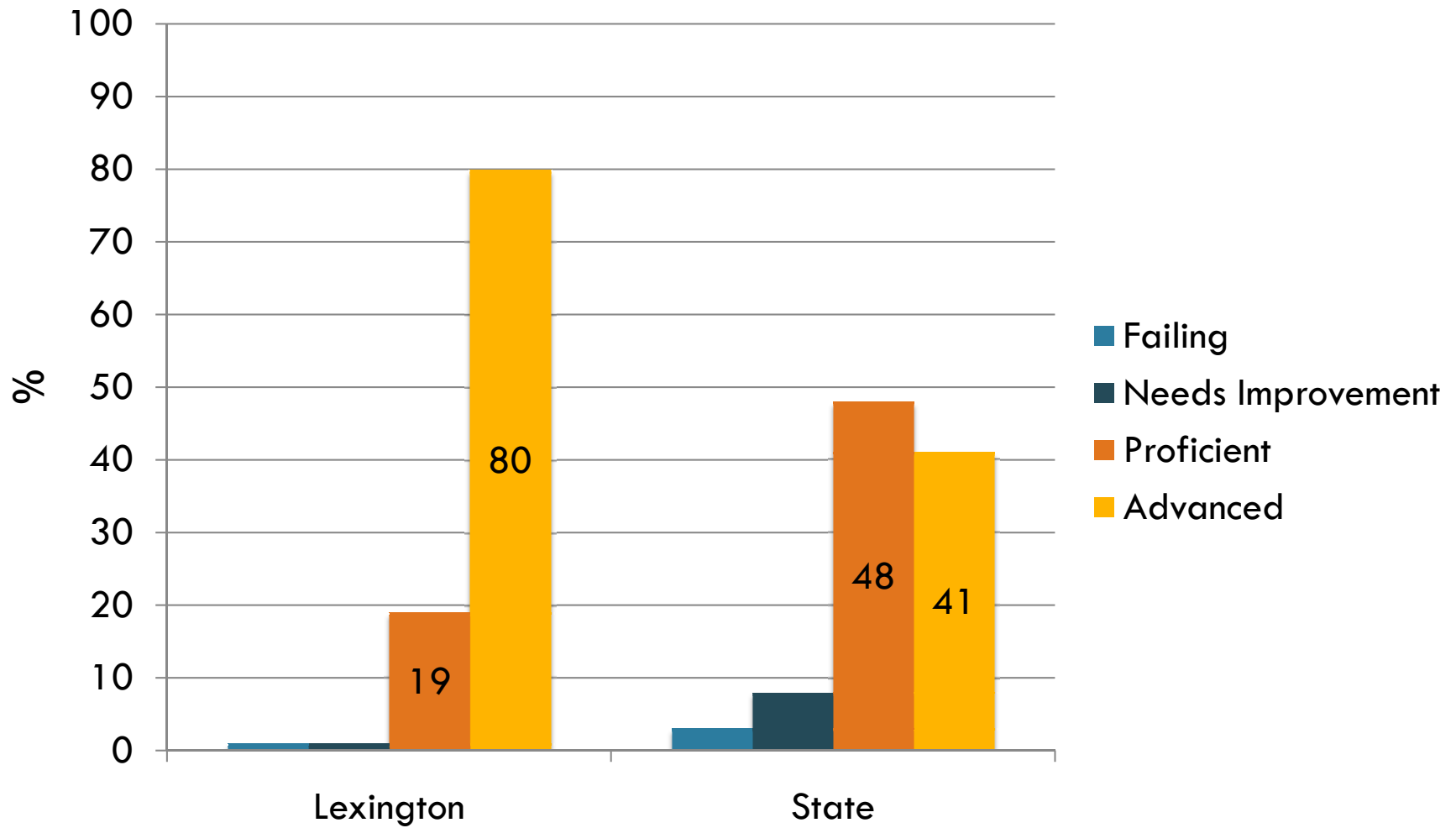
2014 ELA Performance Levels

Grade 8



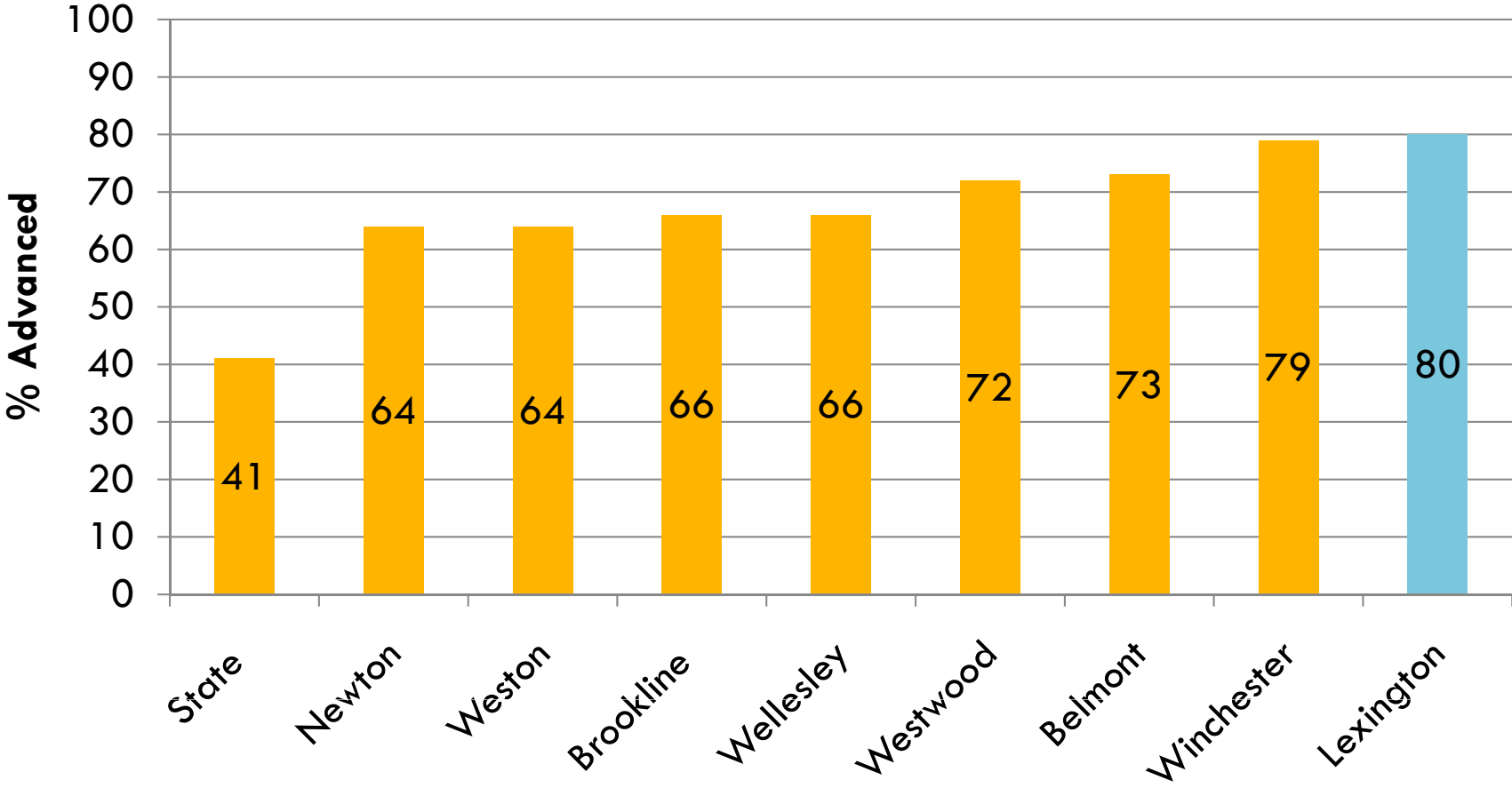
2014 ELA Performance Levels

Grade 10



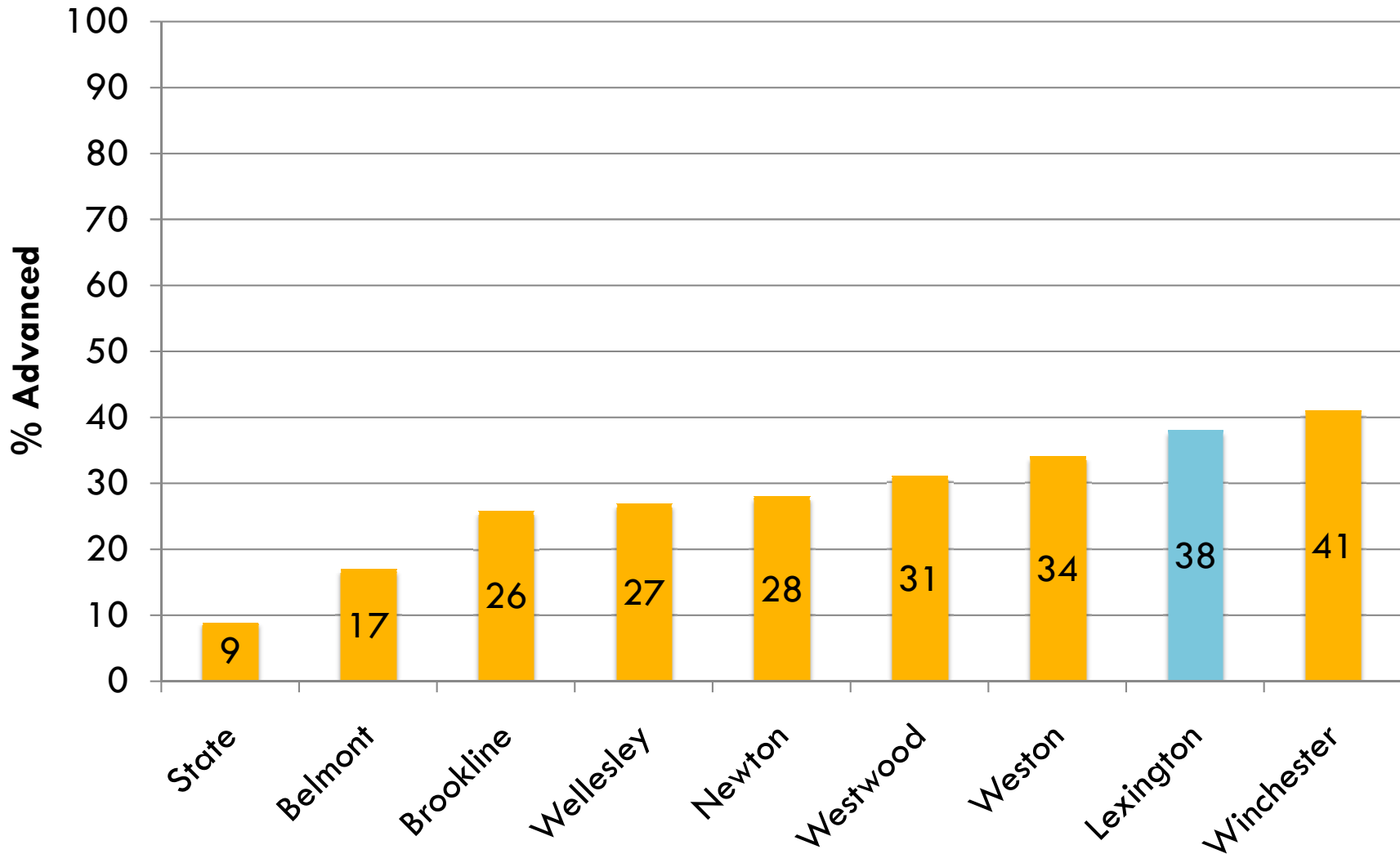
2014 ELA % Advanced

Comparable Communities Grade 10



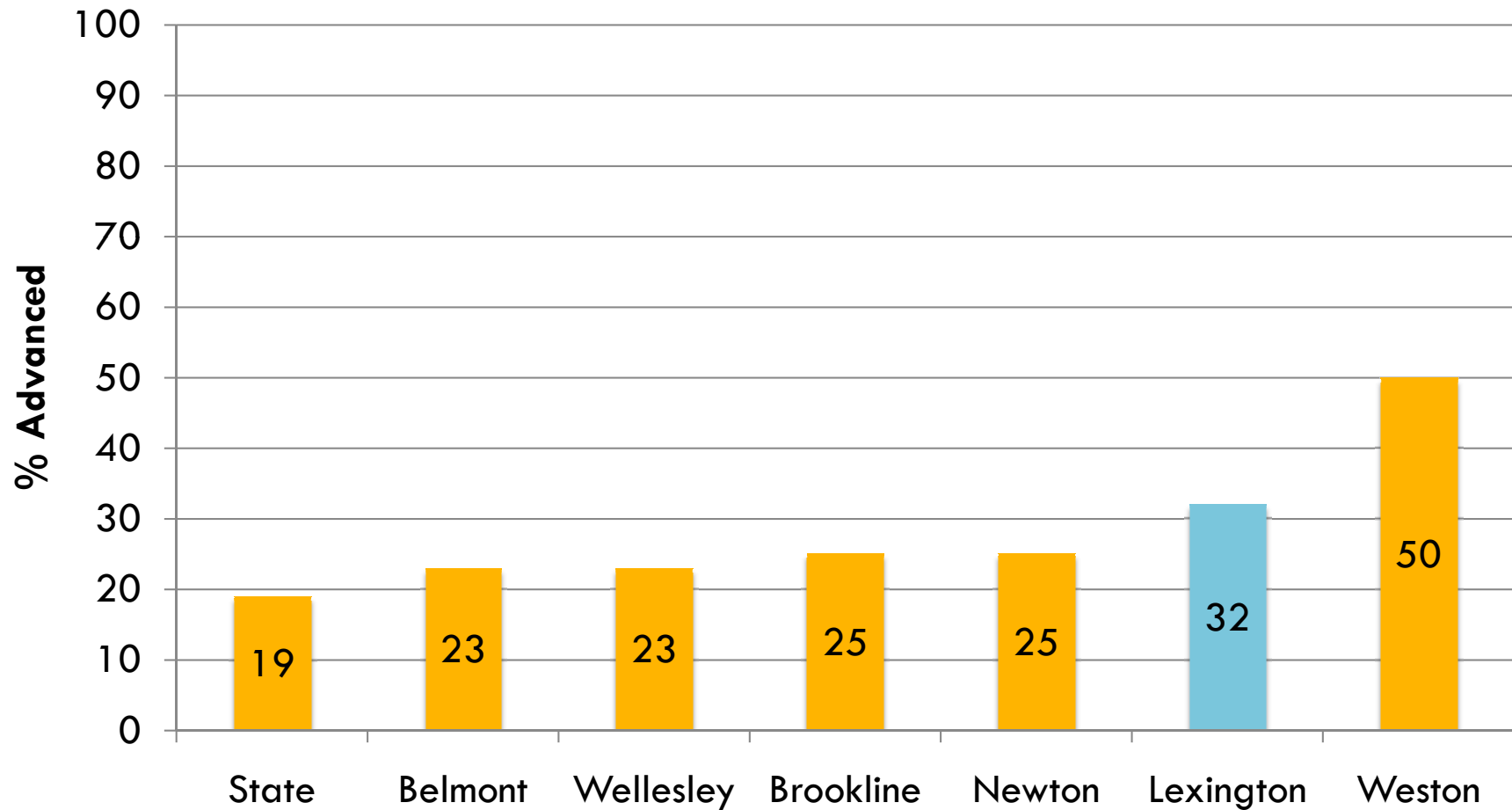
2014 ELA % Advanced

Special Education Comparable Communities Grade 10



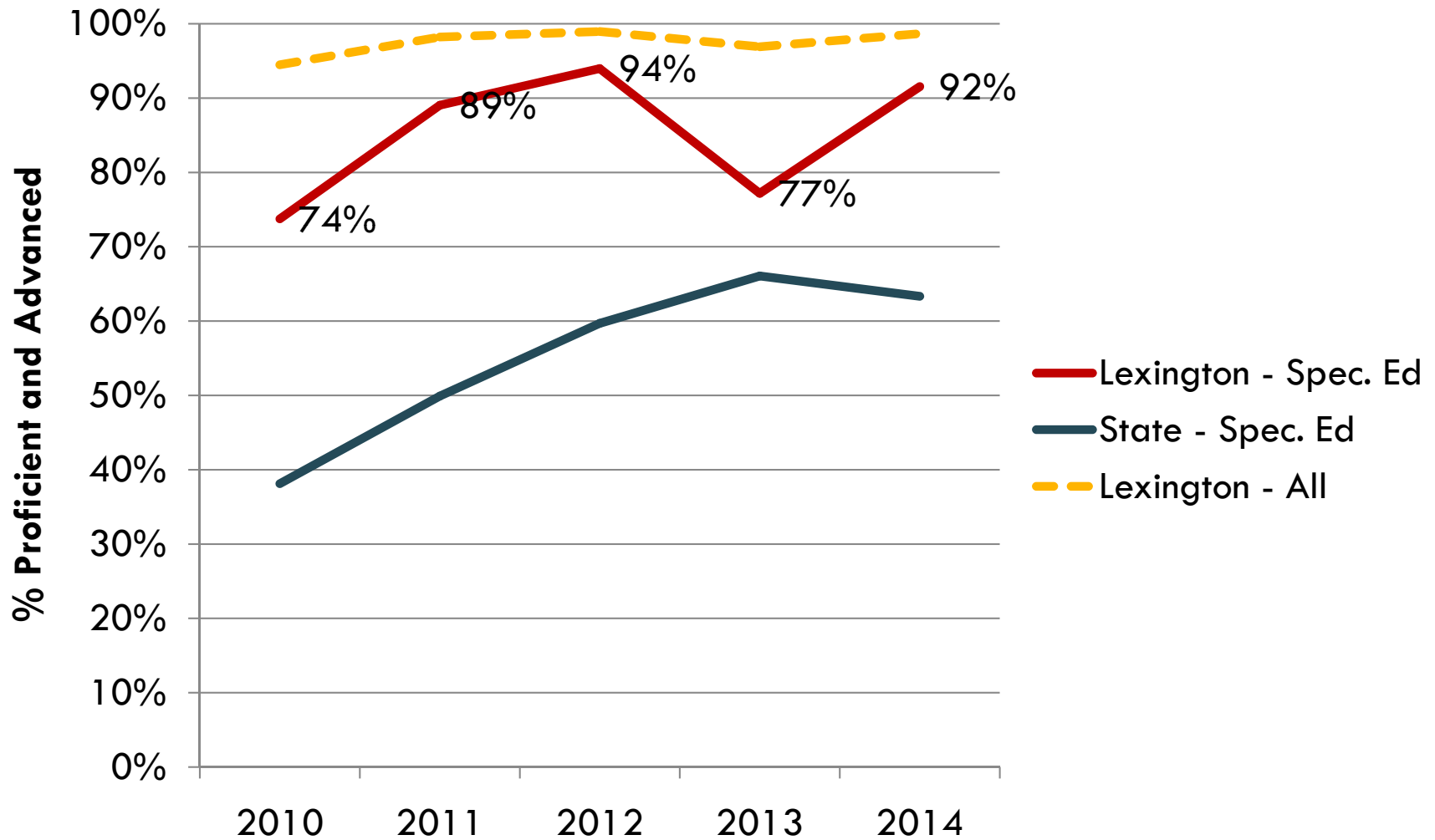
2014 ELA % Advanced

African American Comparable Communities Grade 10

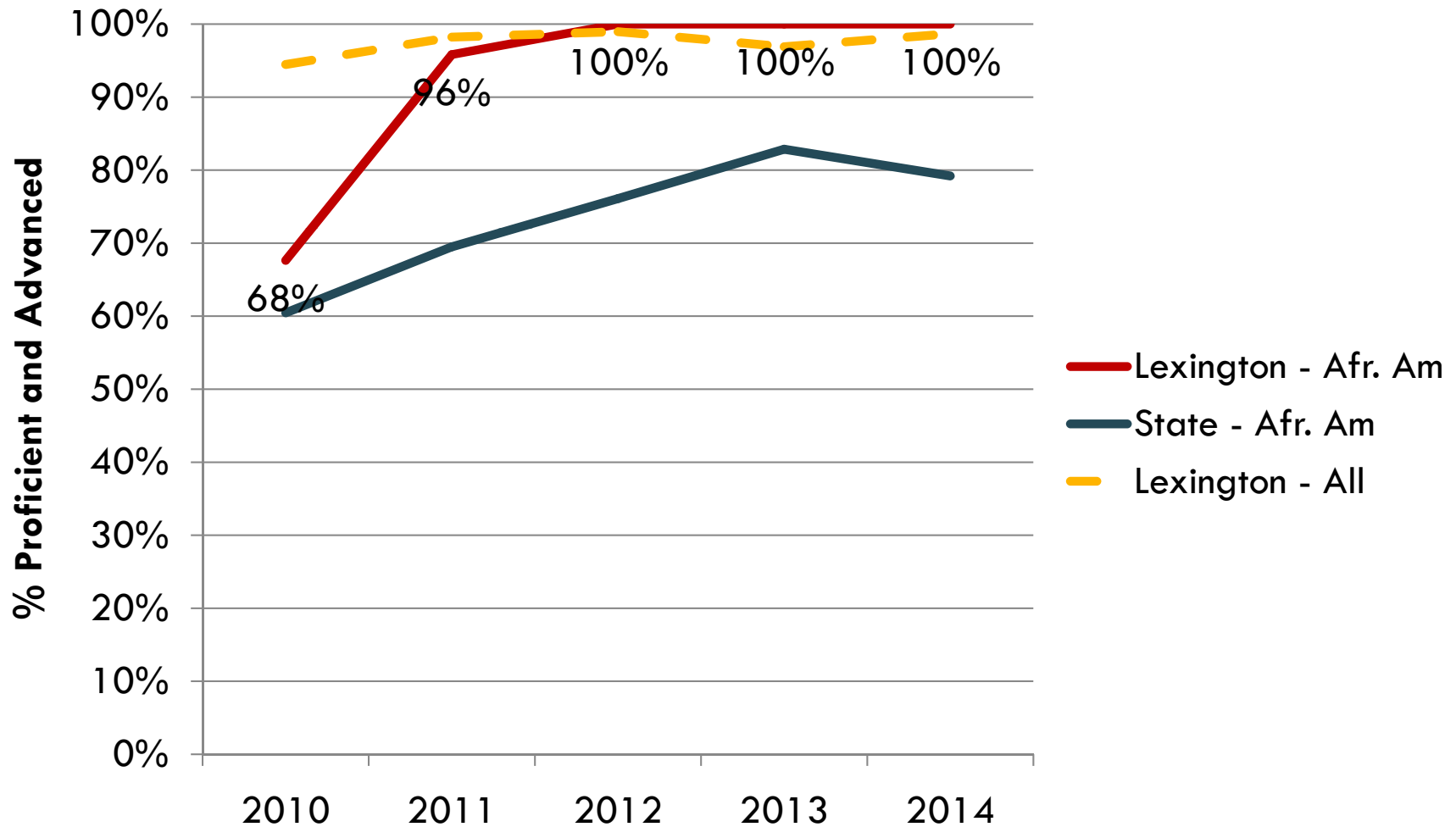


* Westwood and Winchester populations too small for reporting

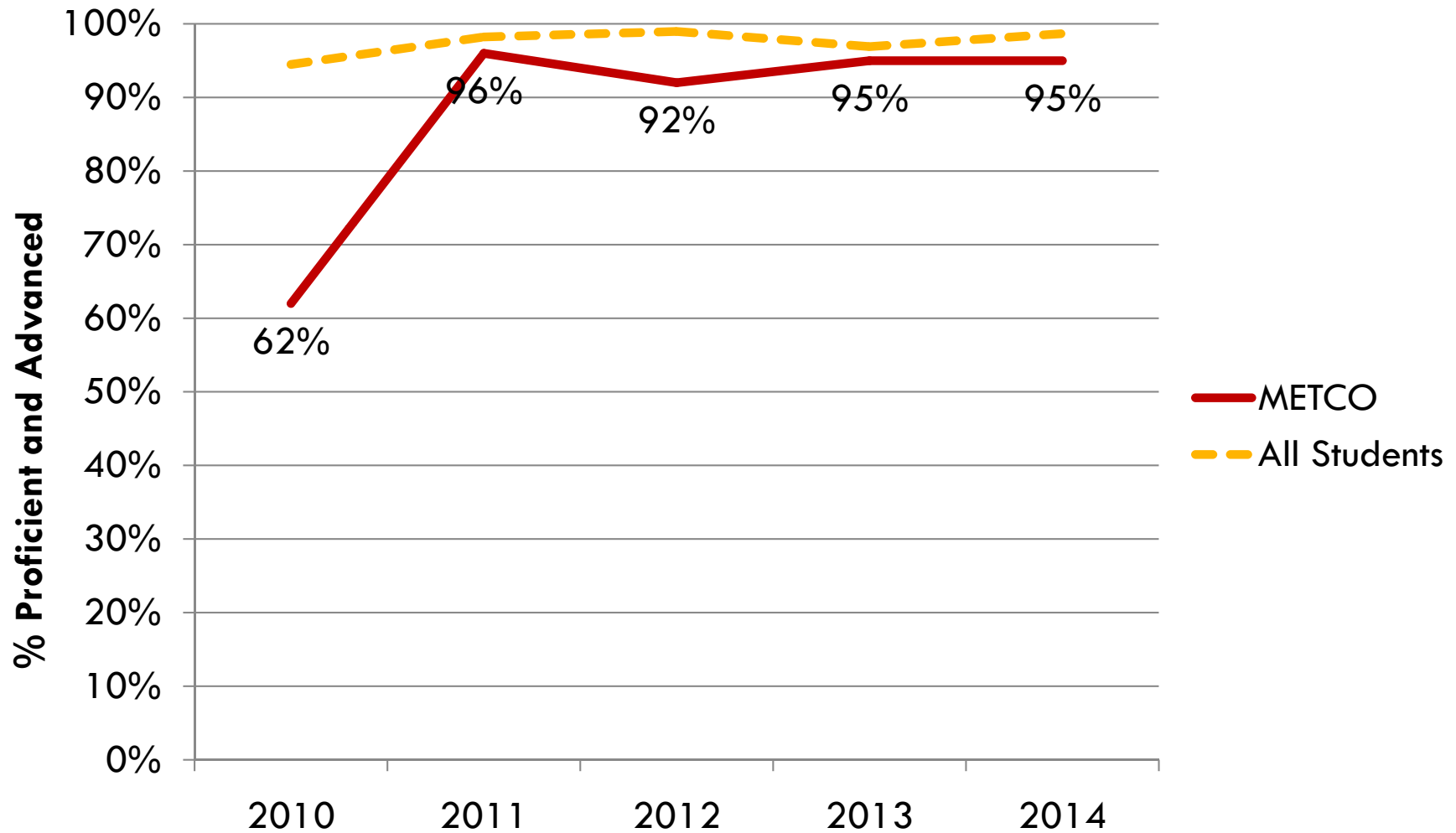
ELA 5-Year Trends in Proficient and Advanced Special Education Grade 10



ELA 5-Year Trends in Proficient and Advanced African American Grade 10



ELA 5-Year Trends in Proficient and Advanced METCO Grade 10



Student Growth Percentile (SGP)



Student growth percentile (SGP)

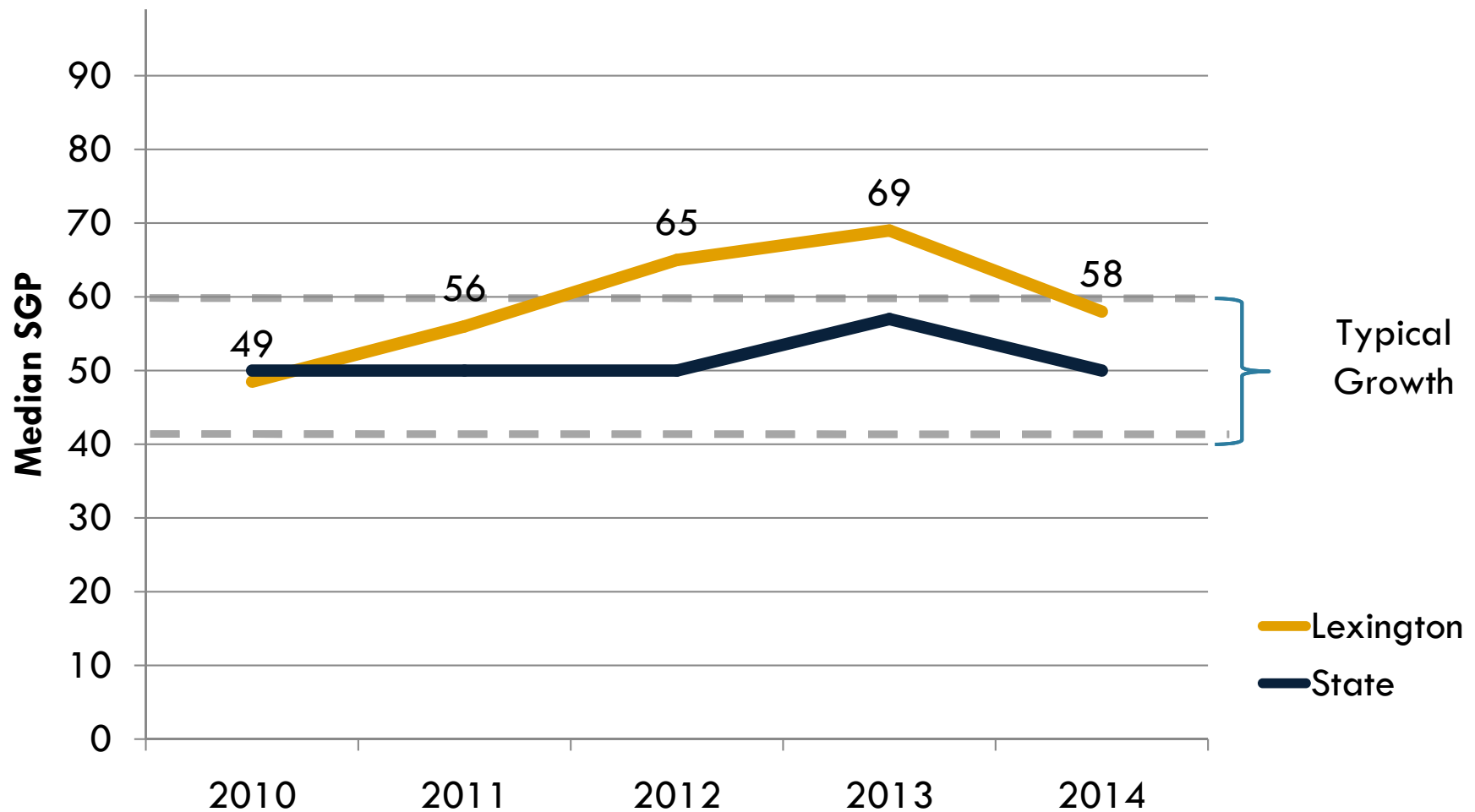
- Range from 1 to 99
- Intended to answer the question, “How much did a student grow over the previous year compared to his or her academic peers?”

Some rules of thumb:

- Very low growth: 1-19
- Low growth: 20 - 39
- **Typical growth: 40 – 59**
- High growth: 60 – 79
- Very high growth: 80 - 99

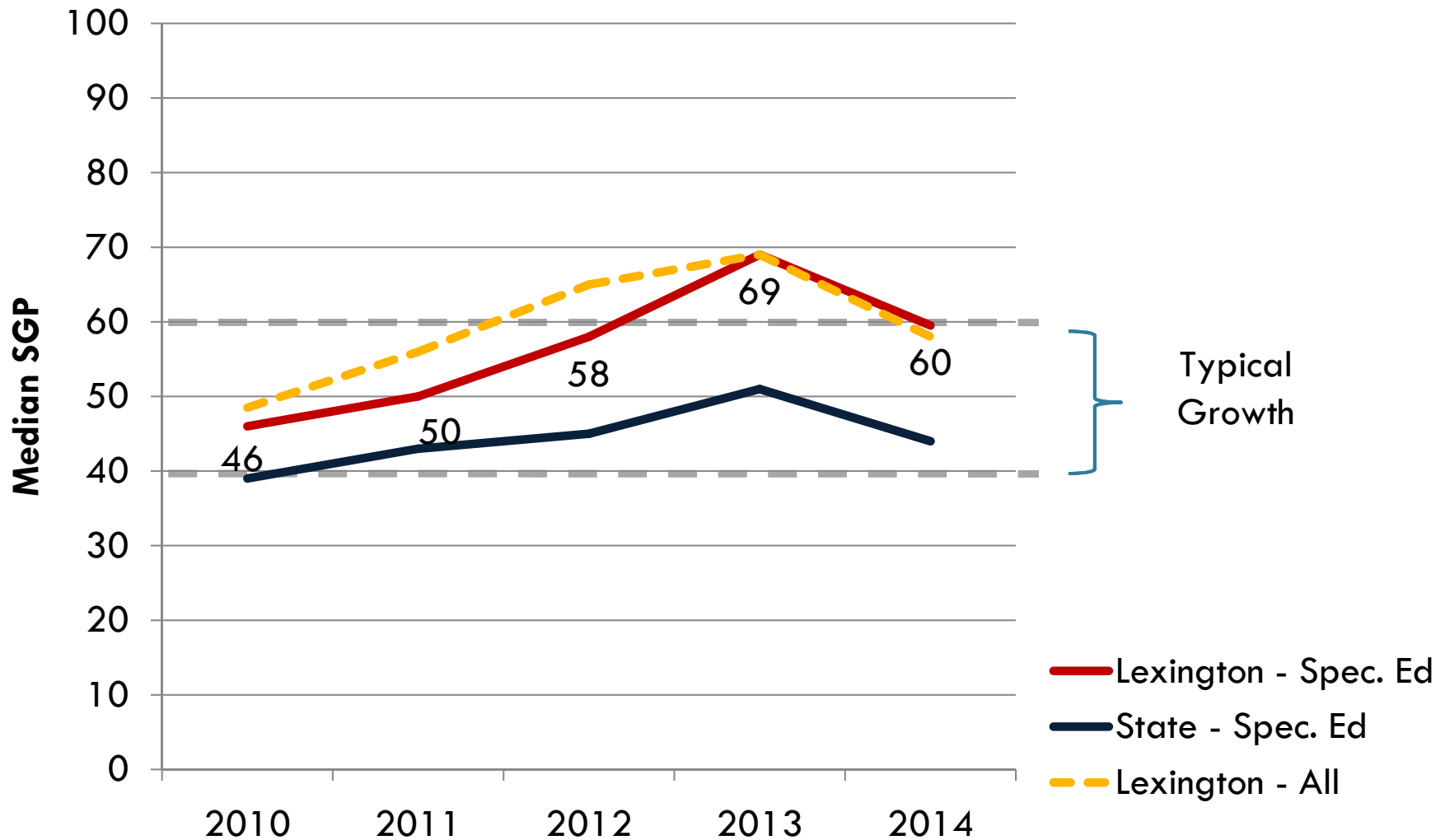
ELA Annual Growth: 5-Year Trends

All Students Grade 10



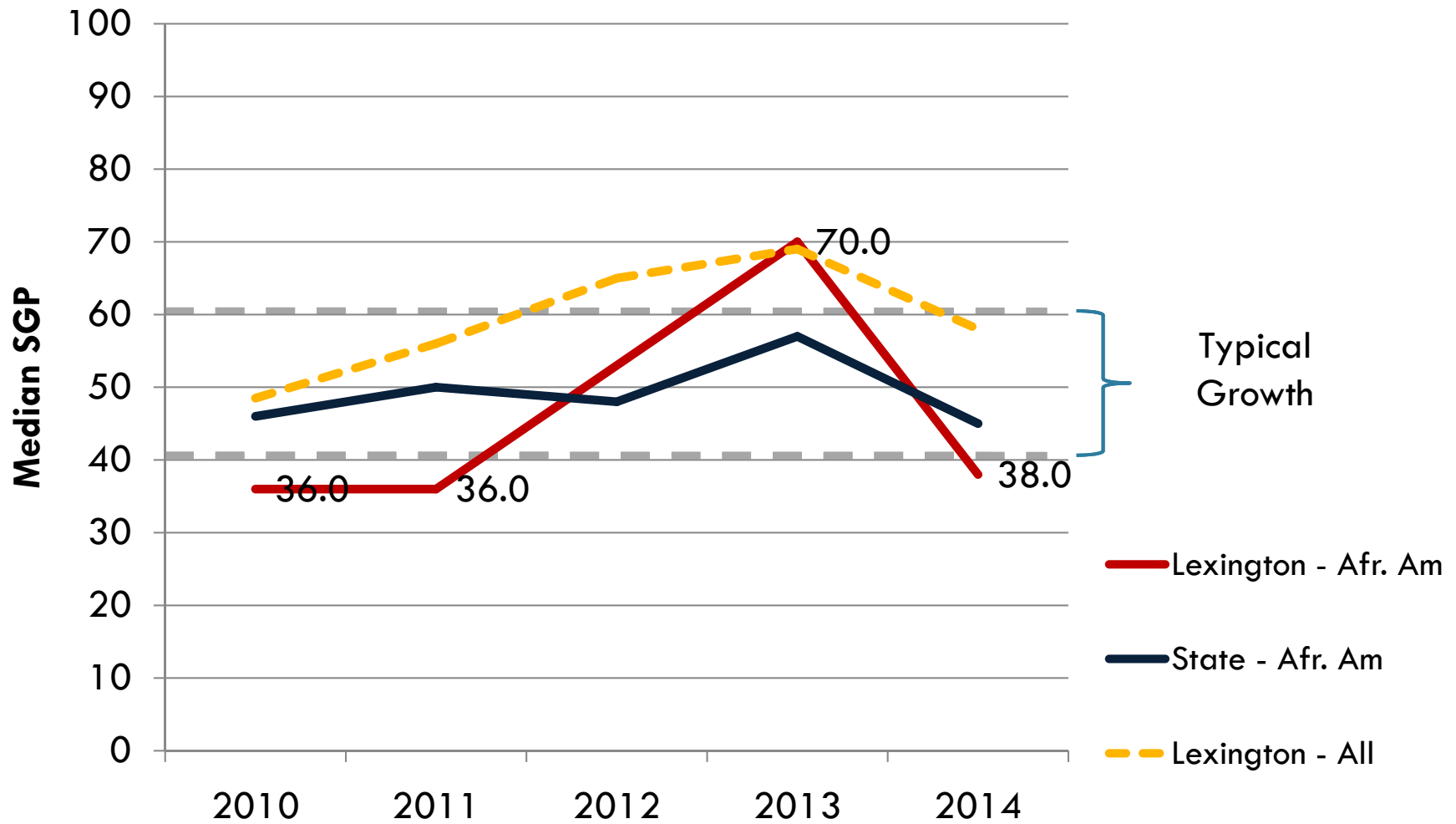
ELAGrowth: 5-Year Trends

Special Education Grade 10



ELA Growth: 5-Year Trends

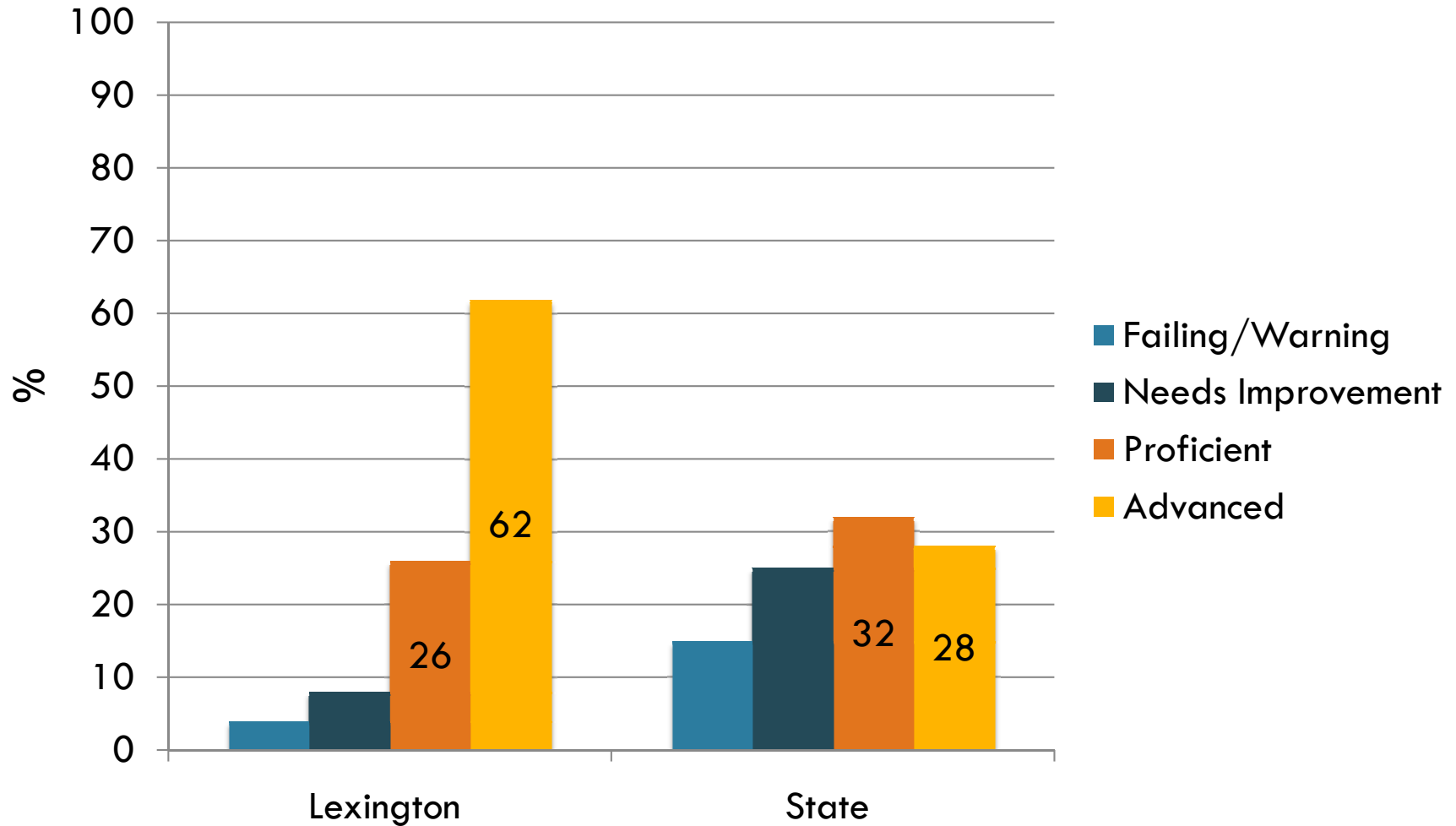
African American Grade 10



Mathematics

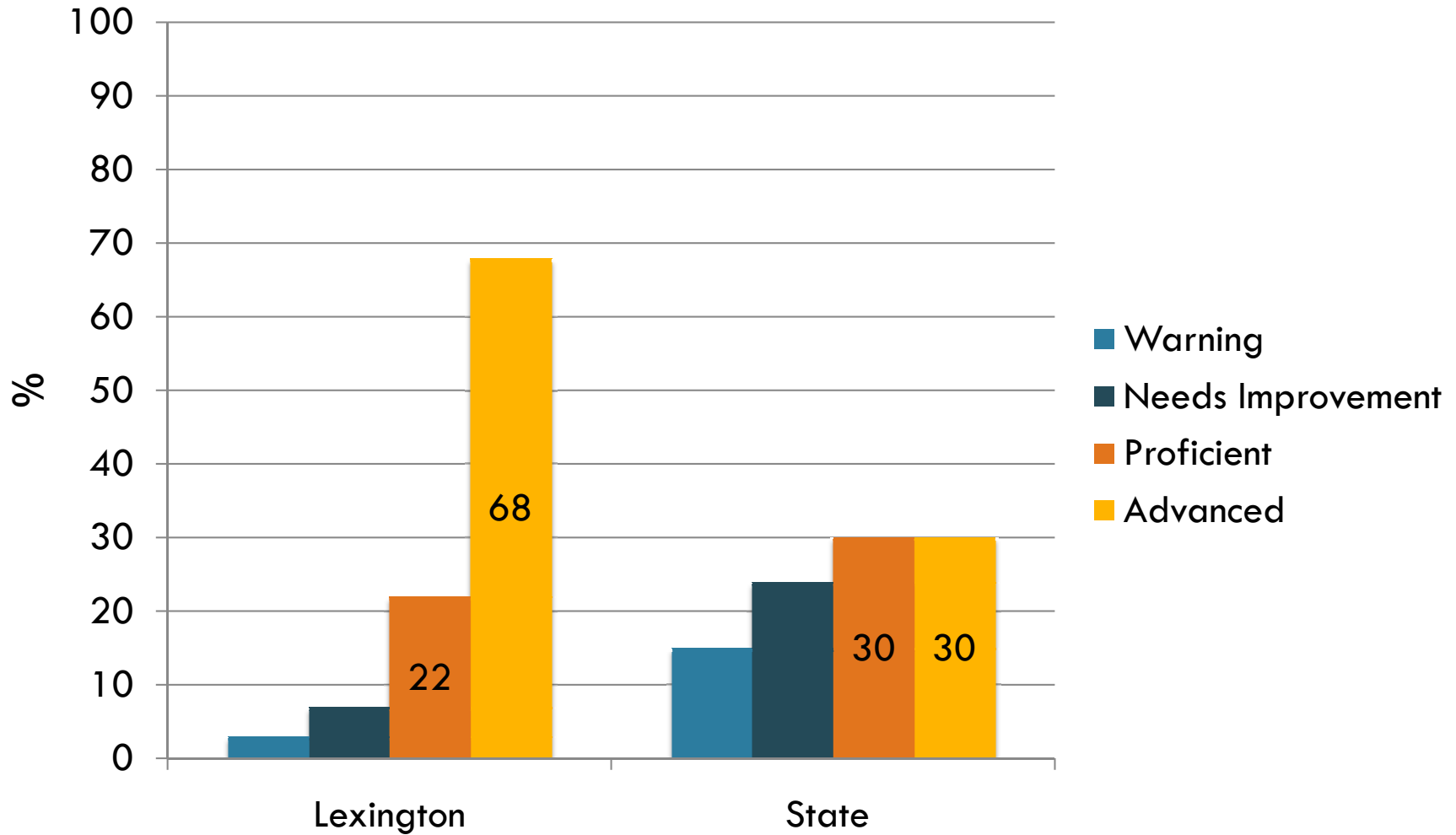
2014 Mathematics Performance Levels

All students



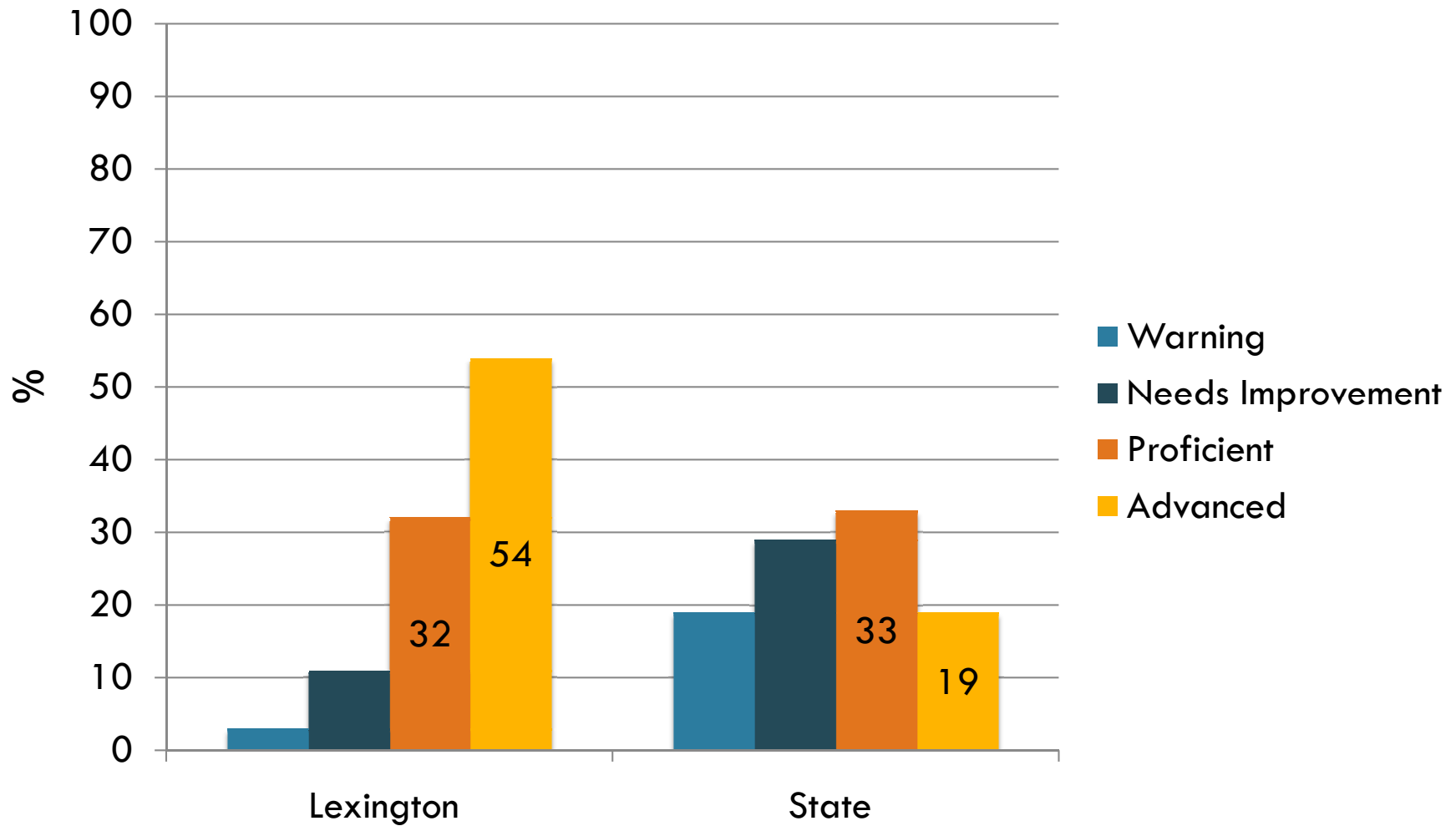
2014 Mathematics Performance Levels

Grade 5



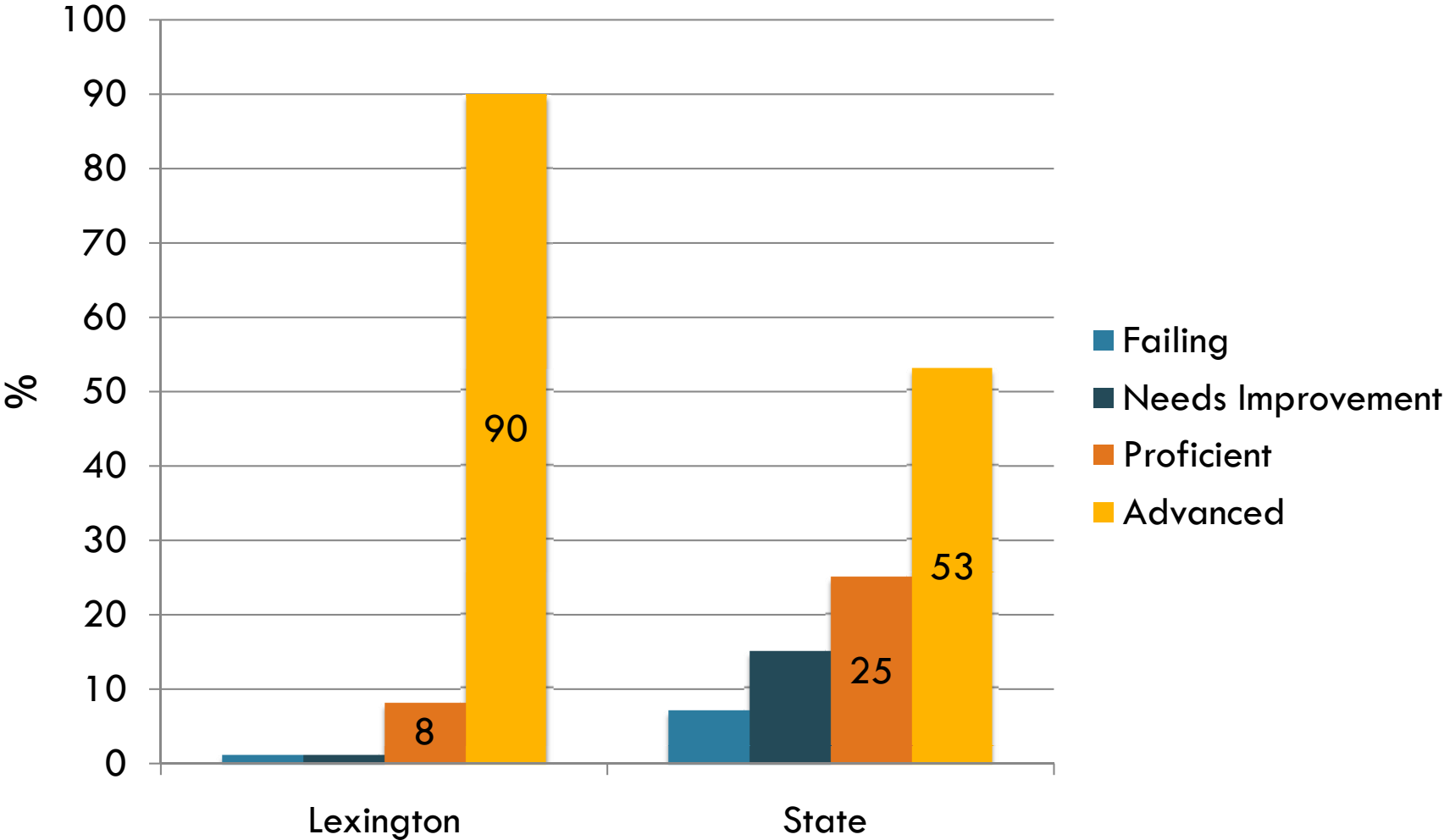
2014 Mathematics Performance Levels

Grade 8

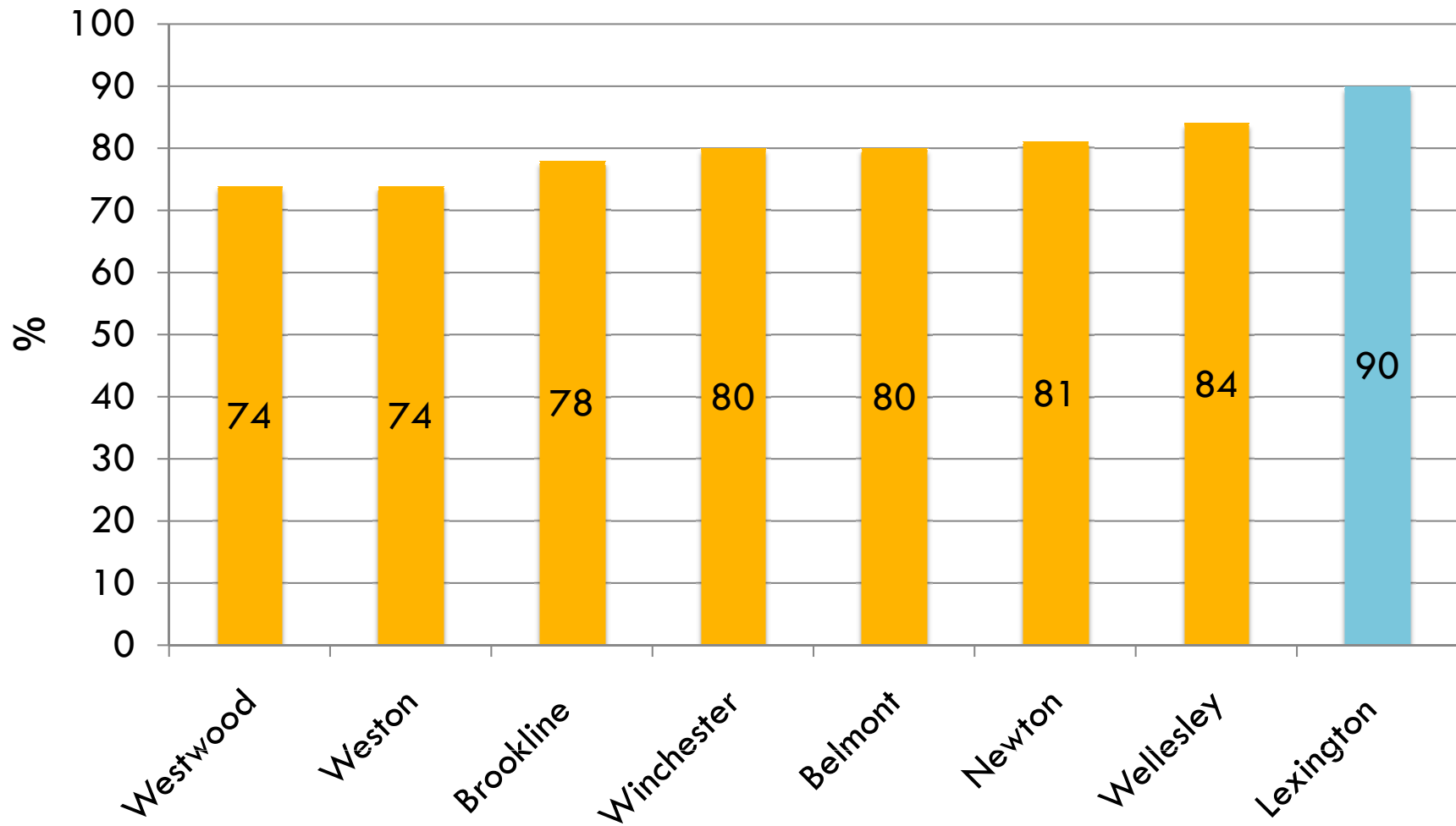


2014 Mathematics Performance Levels

Grade 10

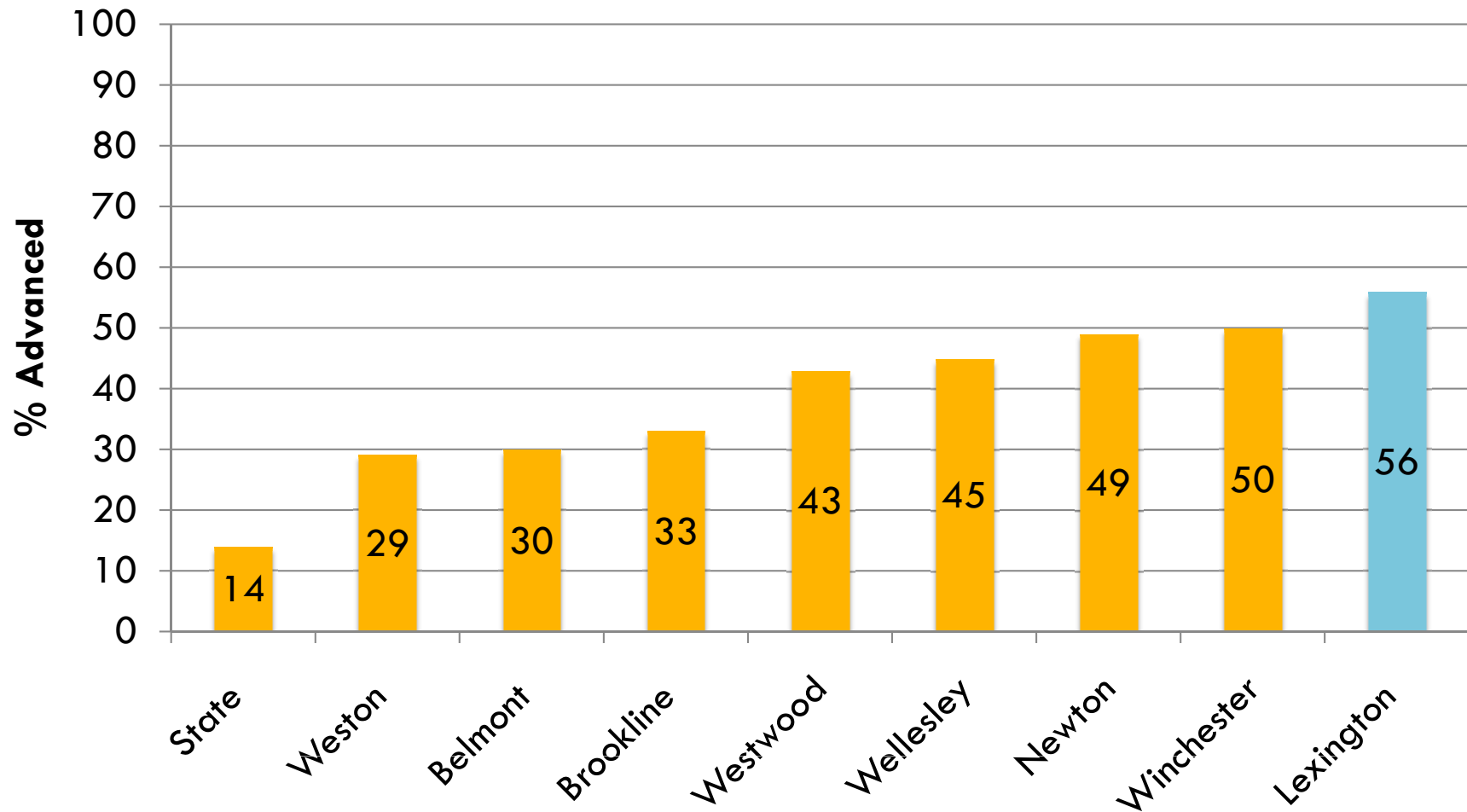


2014 Mathematics % Advanced Comparable Communities Grade 10



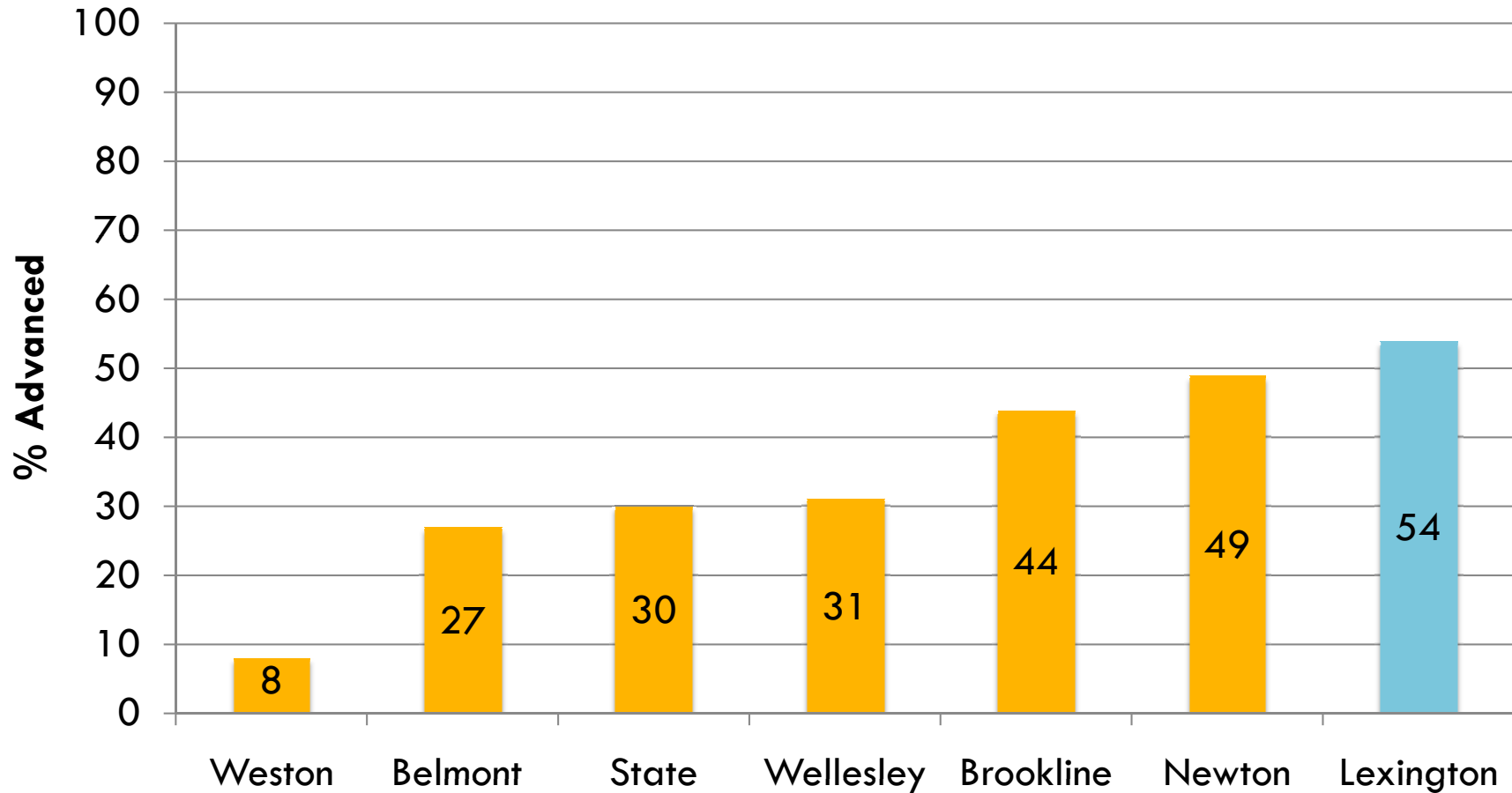
2014 Mathematics % Advanced

Special Education Comparable Communities Grade 10



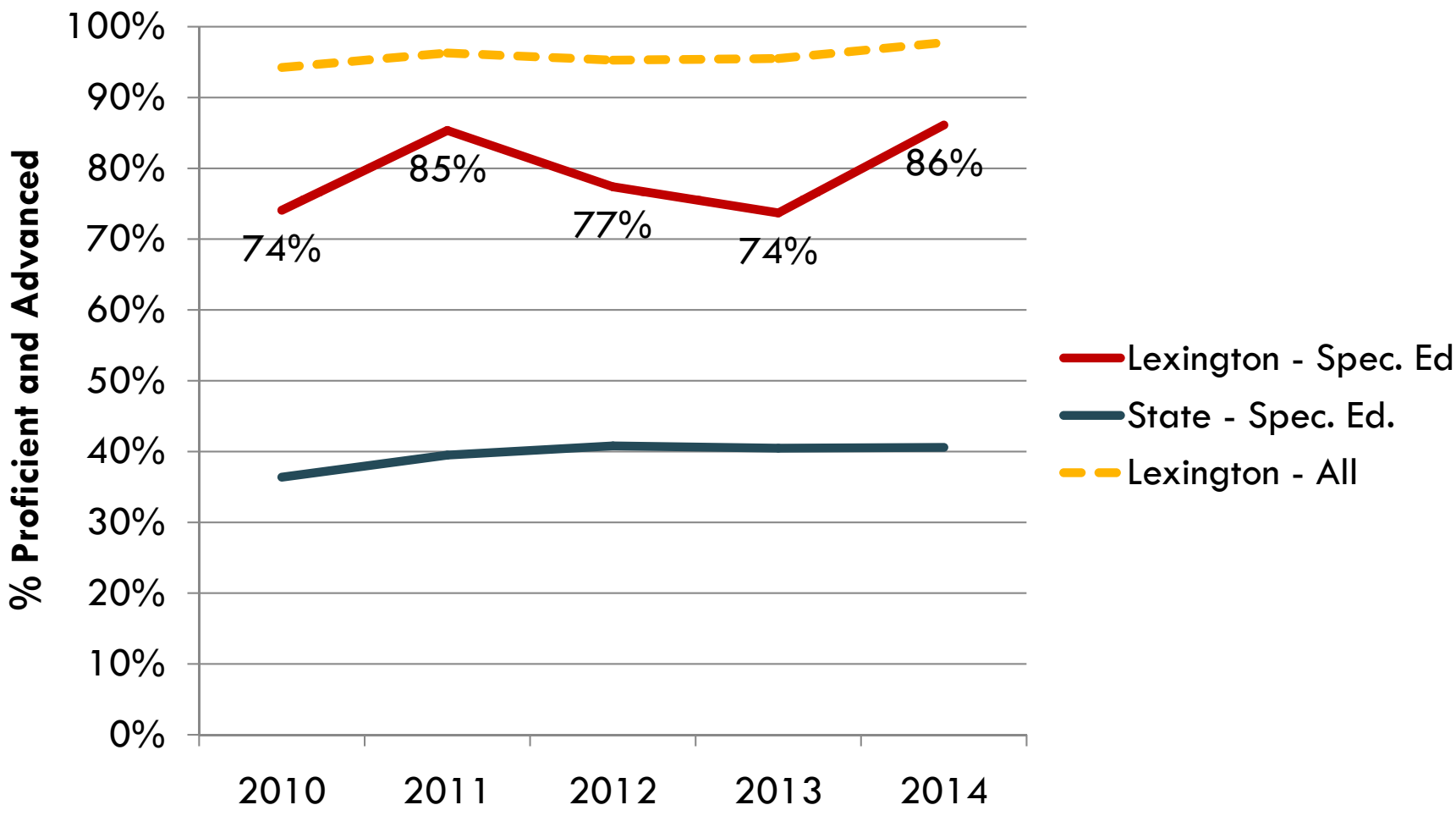
2014 Mathematics % Advanced

African American Comparable Communities Grade 10

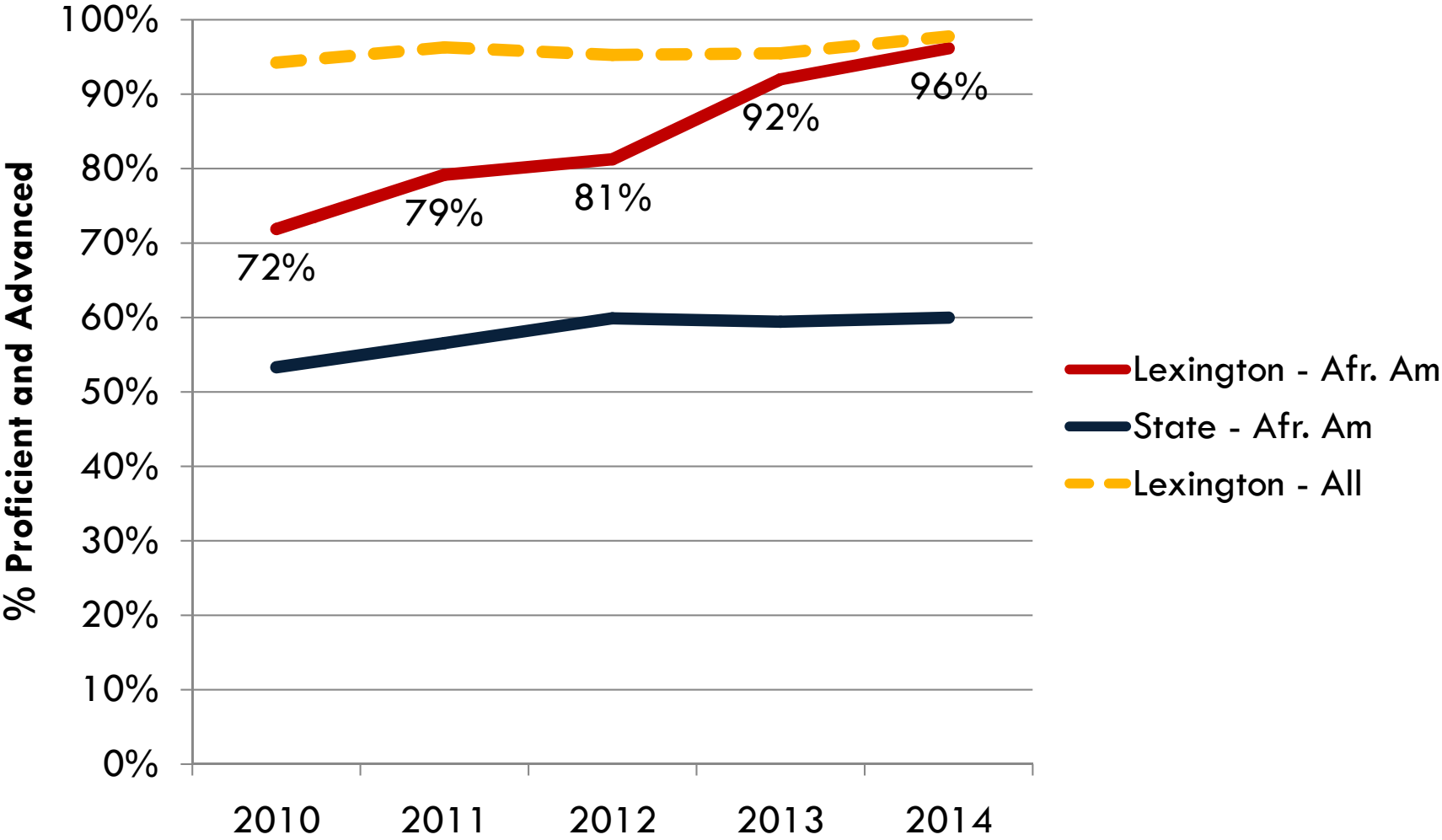


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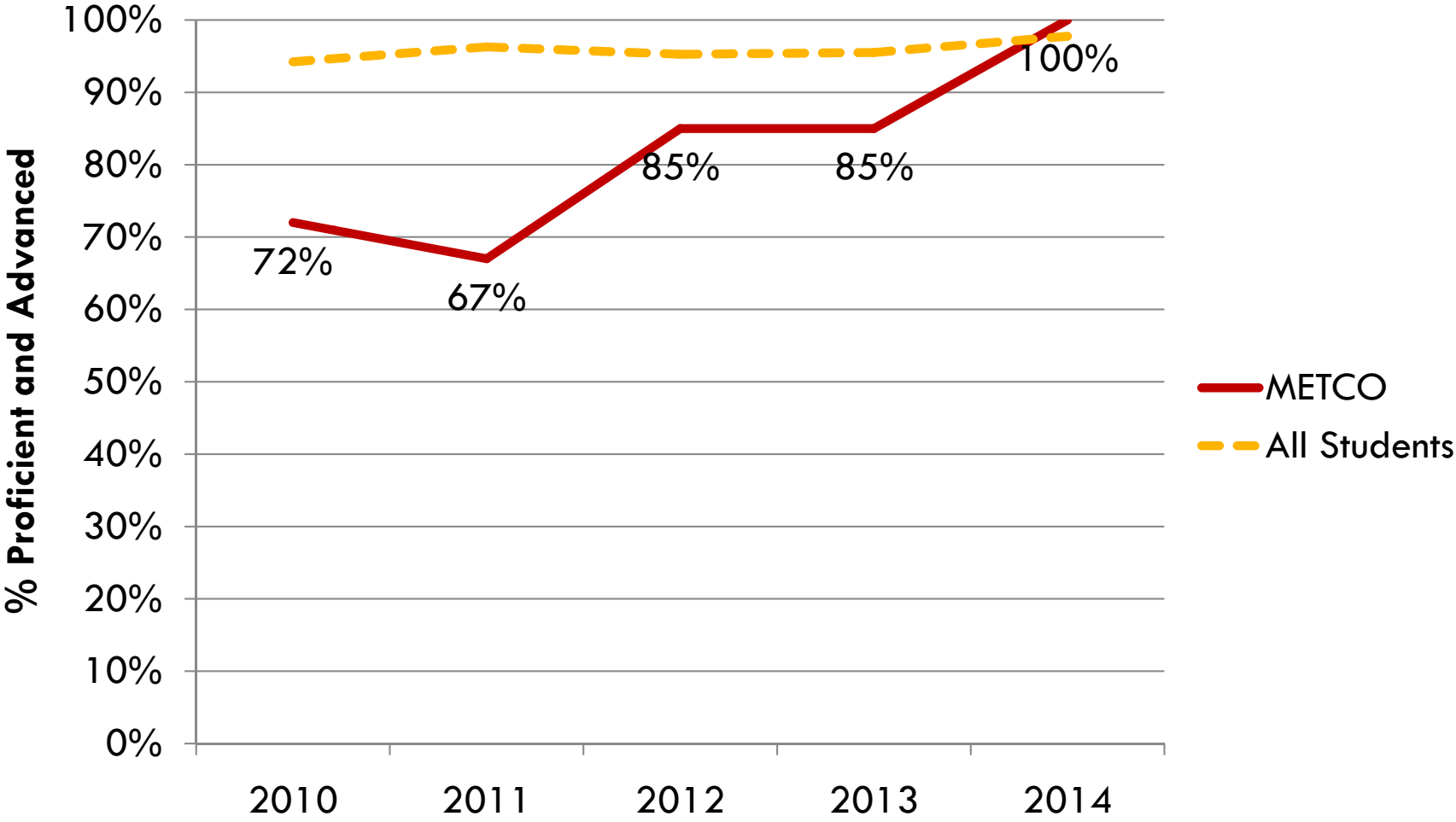
Mathematics 5-Year Trends in Proficient and Advanced Special Education Grade 10



Mathematics 5-Year Trends in Proficient and Advanced African American Grade 10

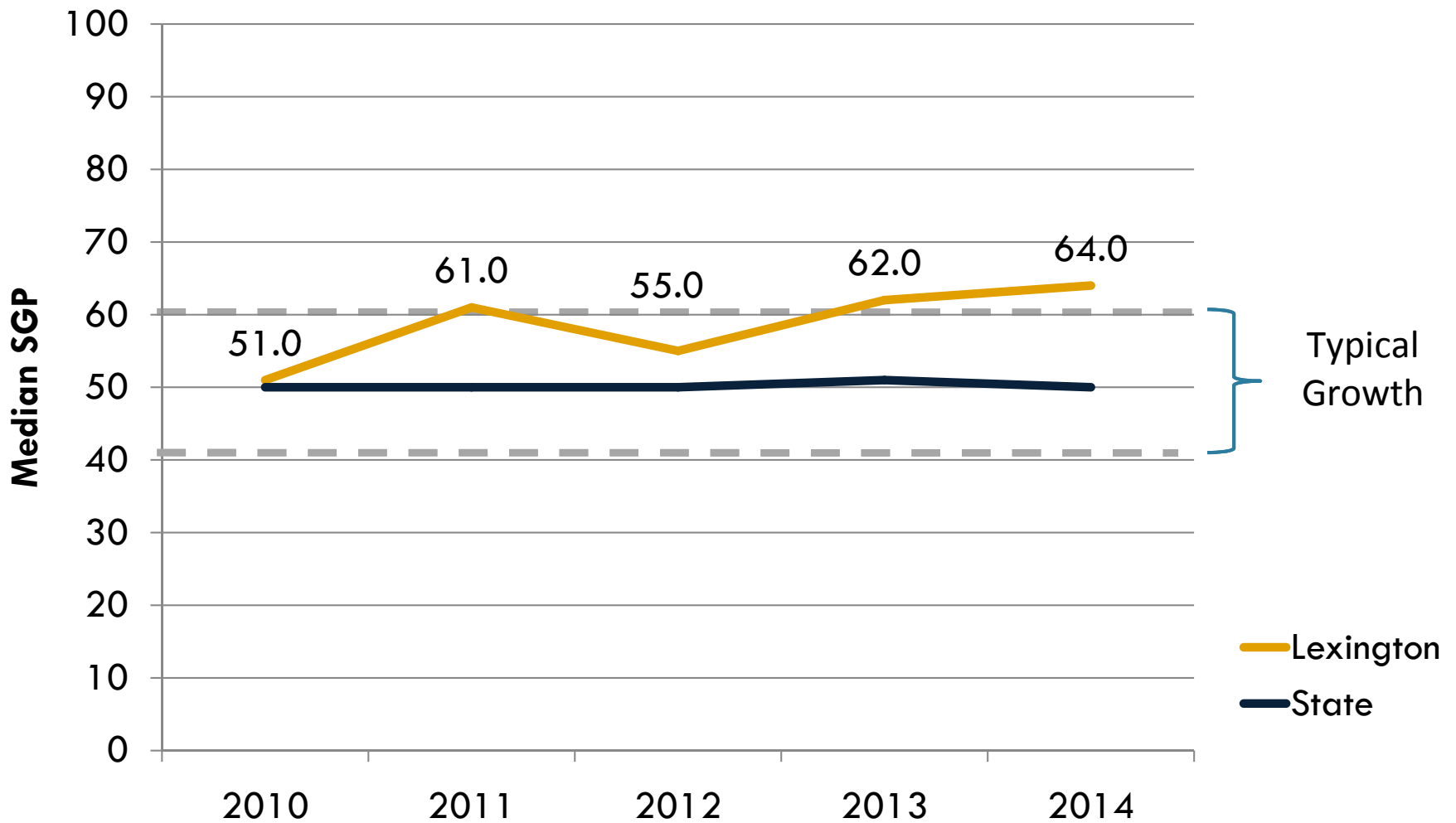


Mathematics 5-Year Trends in Proficient and Advanced **METCO Grade 10**



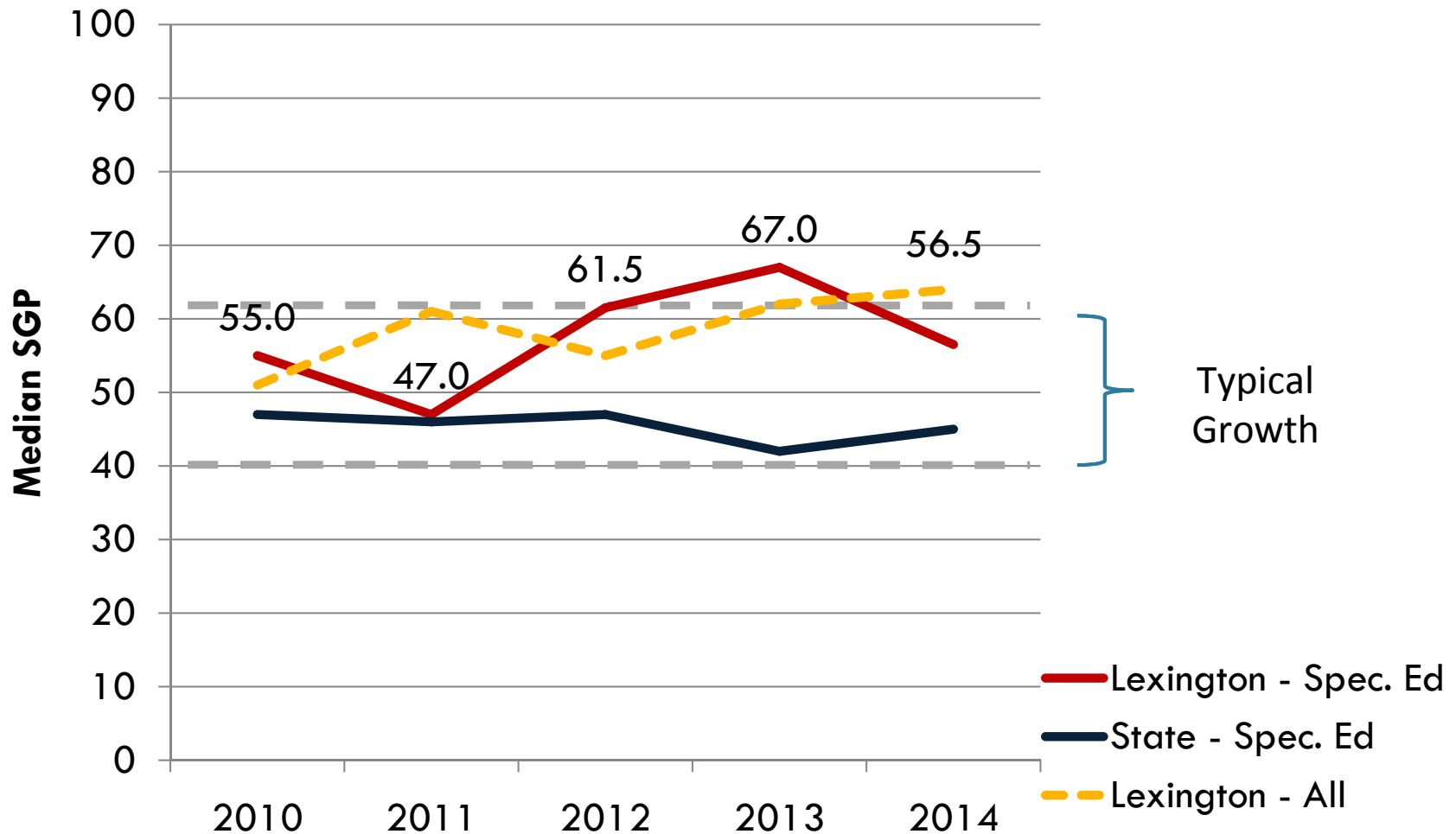
Mathematics Annual Growth: 5-Year Trends

Grade 10



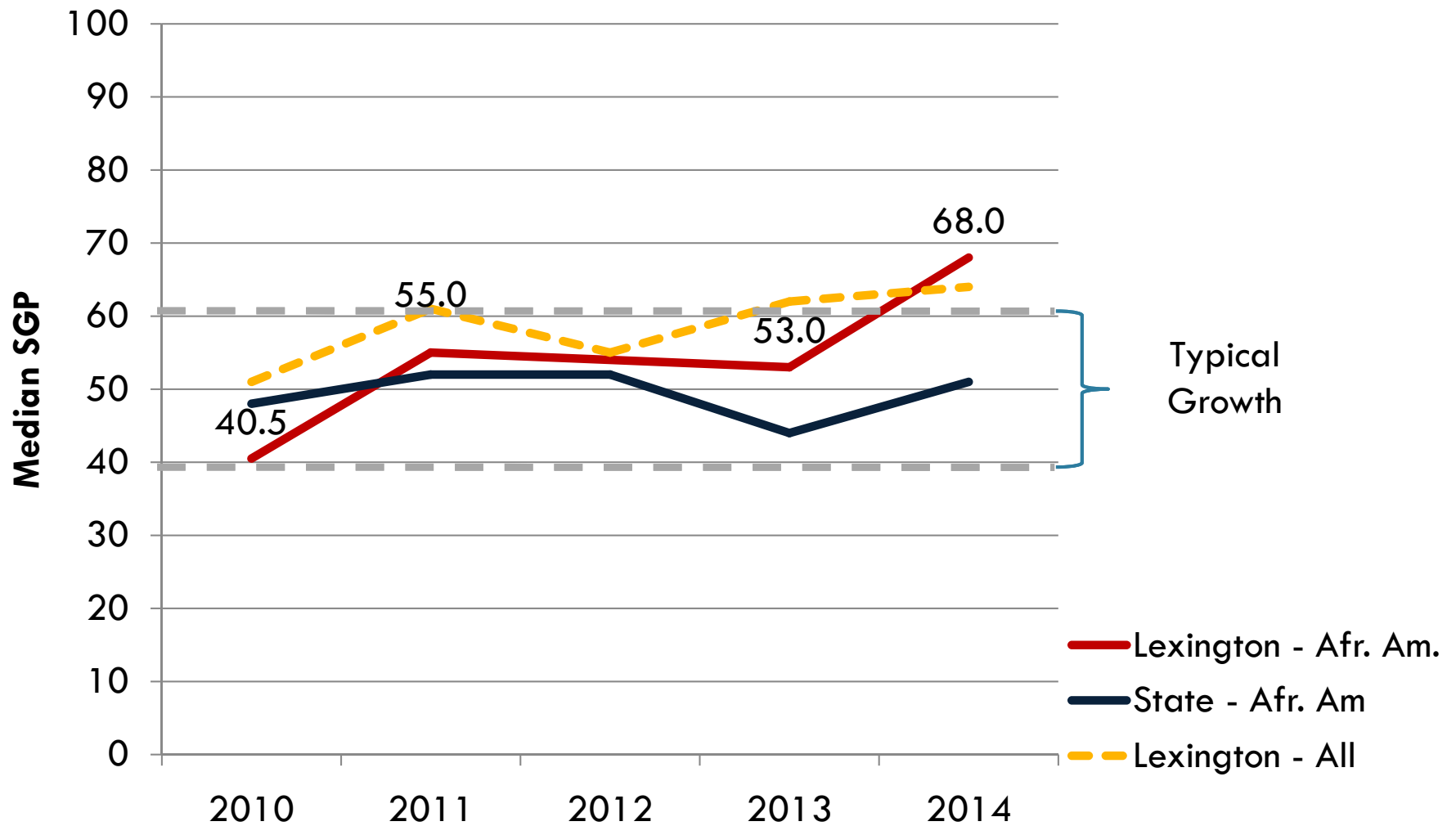
Mathematics 5-Year Growth Trends

Grade 10 Special Education



Mathematics 5-Year Growth Trends

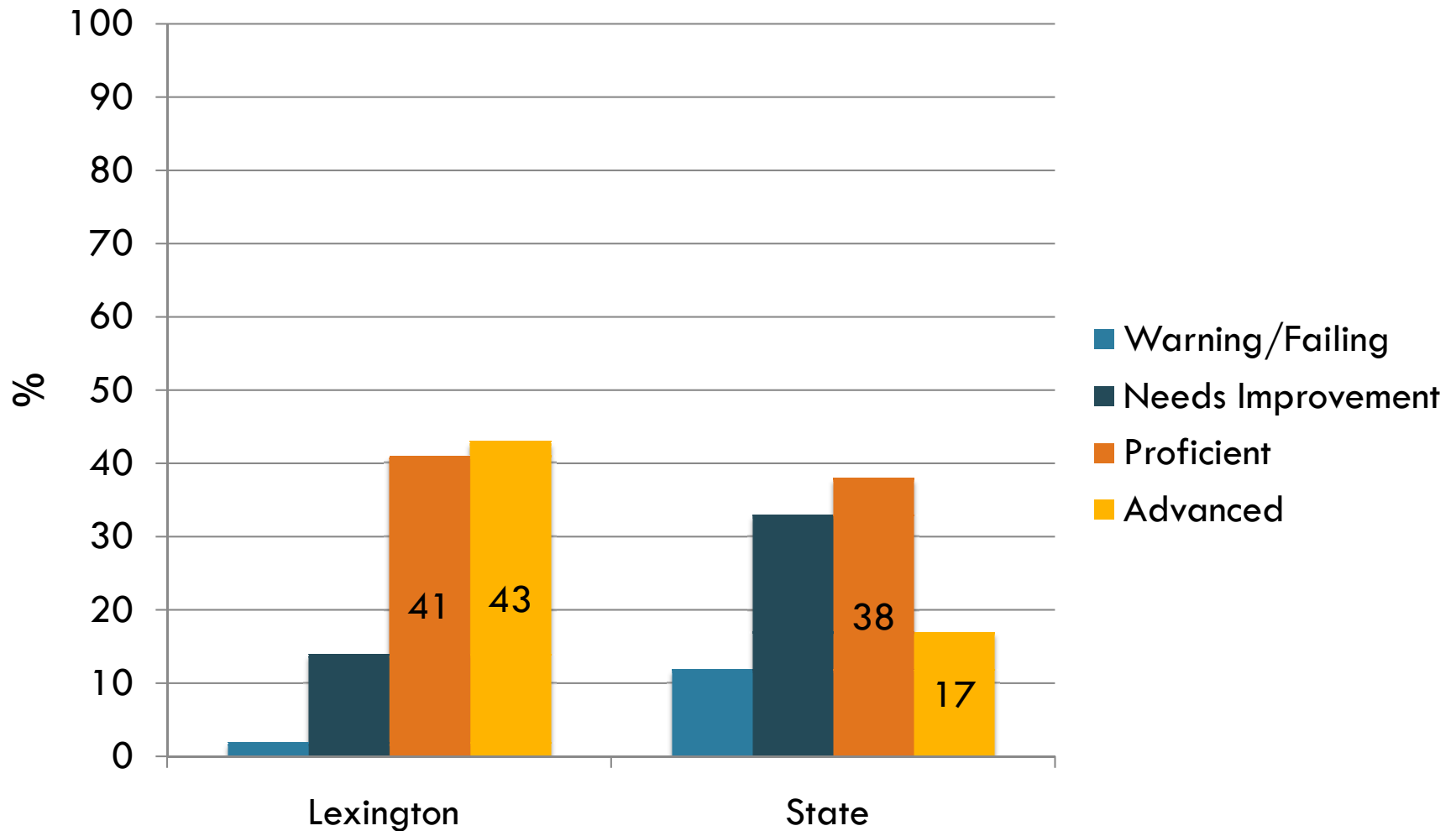
Grade 10 African American



Science and Technology

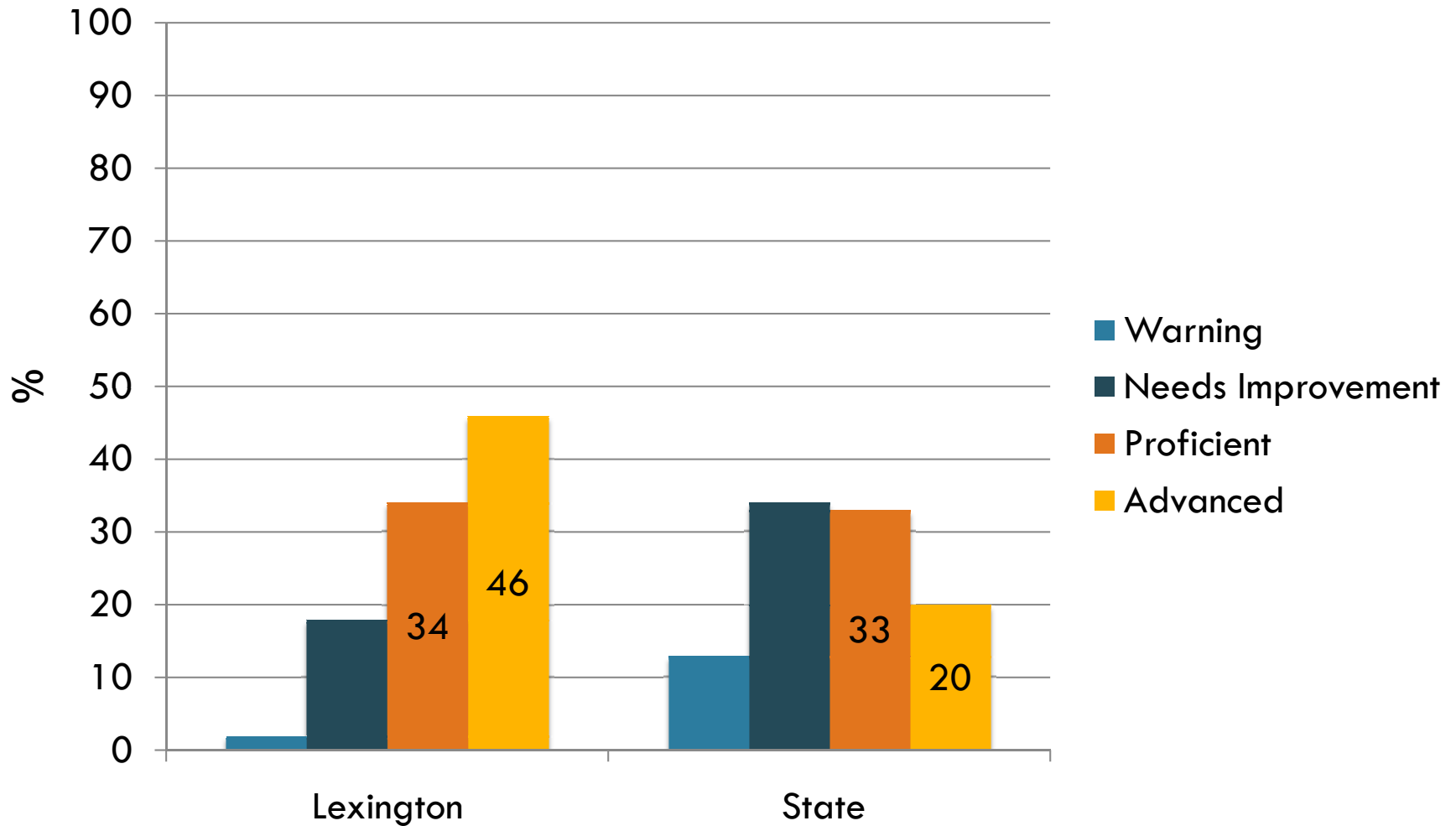
2014 Science and Tech. Performance Levels

All students



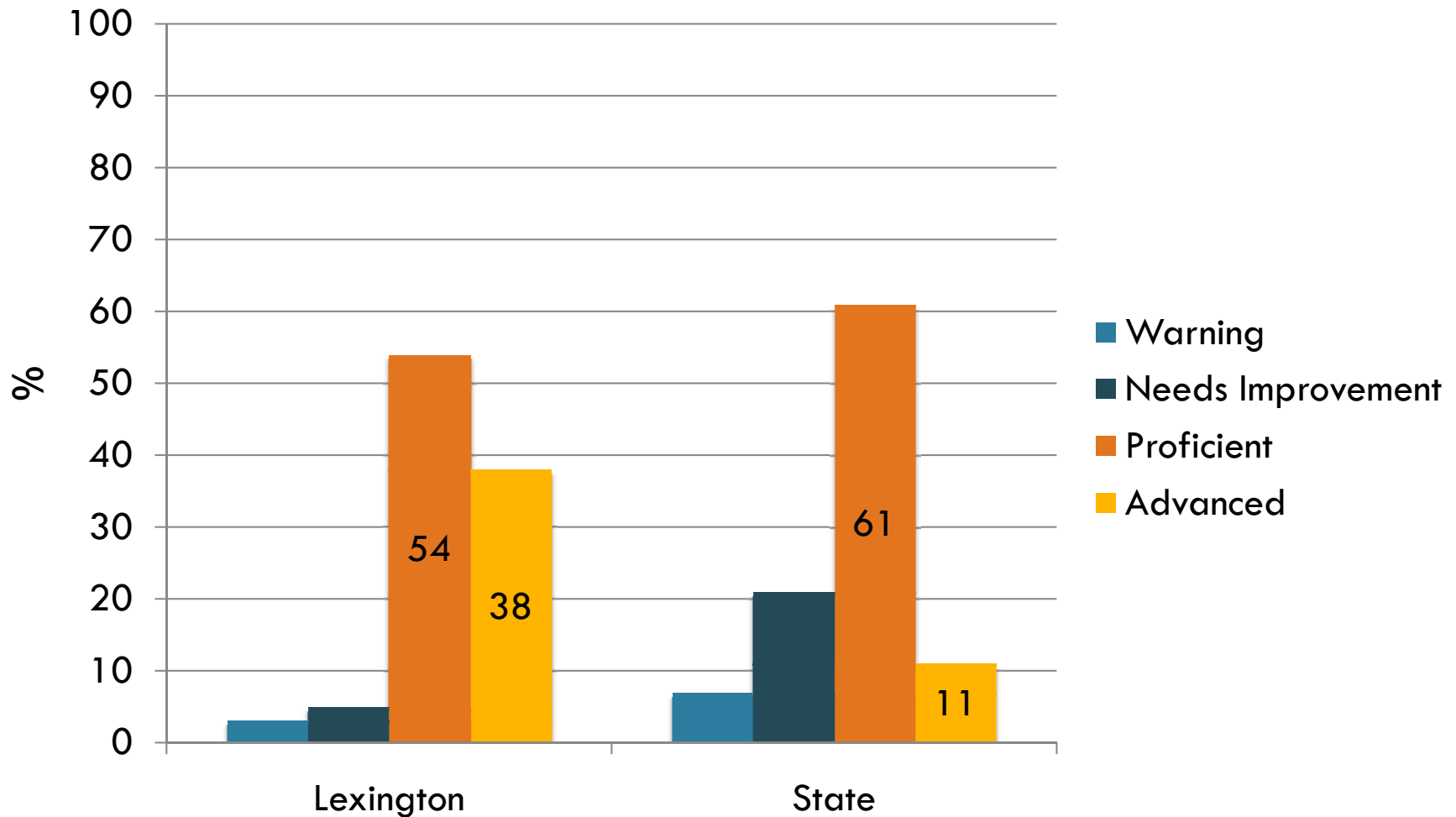
2014 Science and Tech. Performance Levels

Grade 5



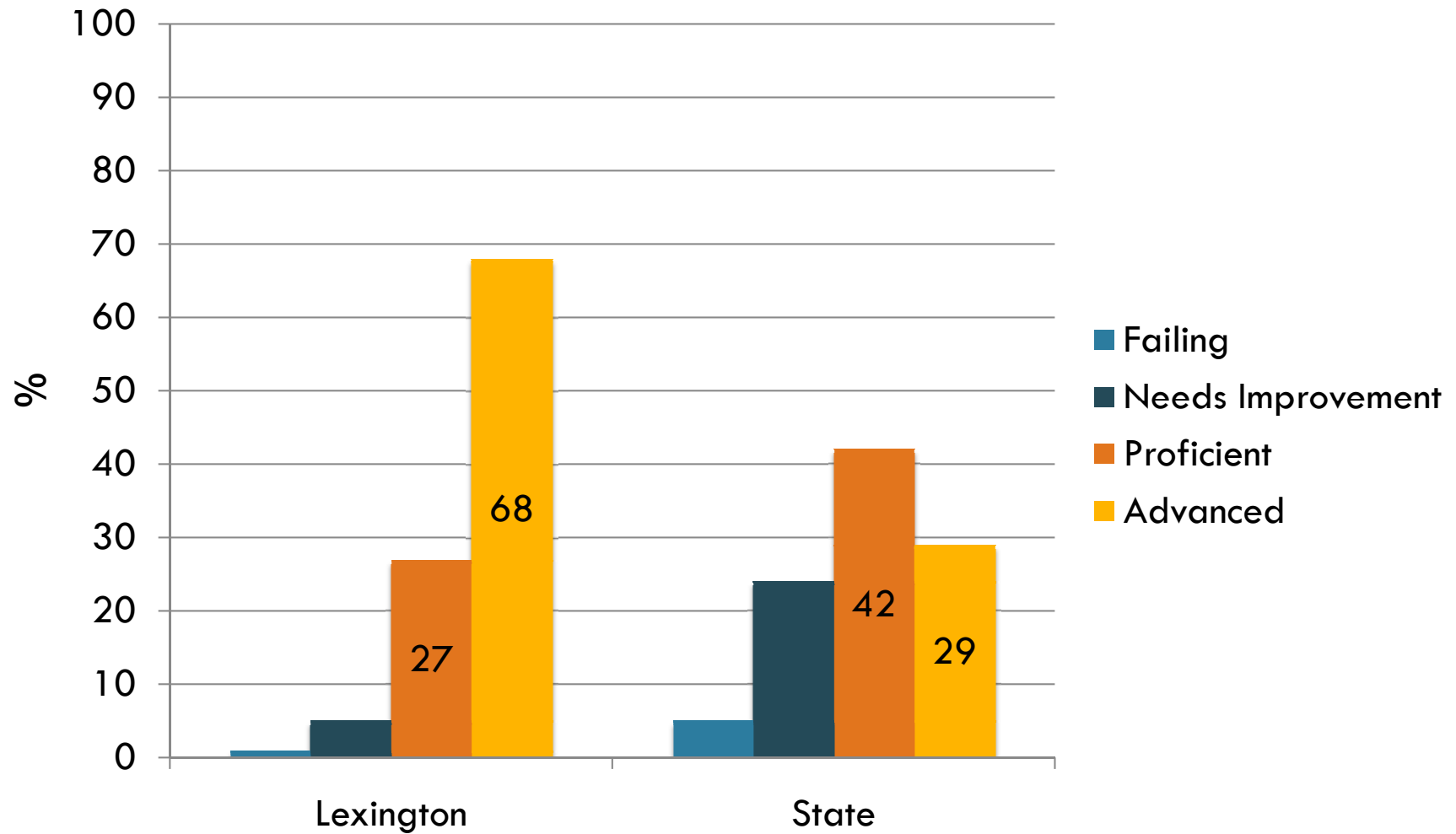
2014 Science and Tech. Performance Levels

Grade 10

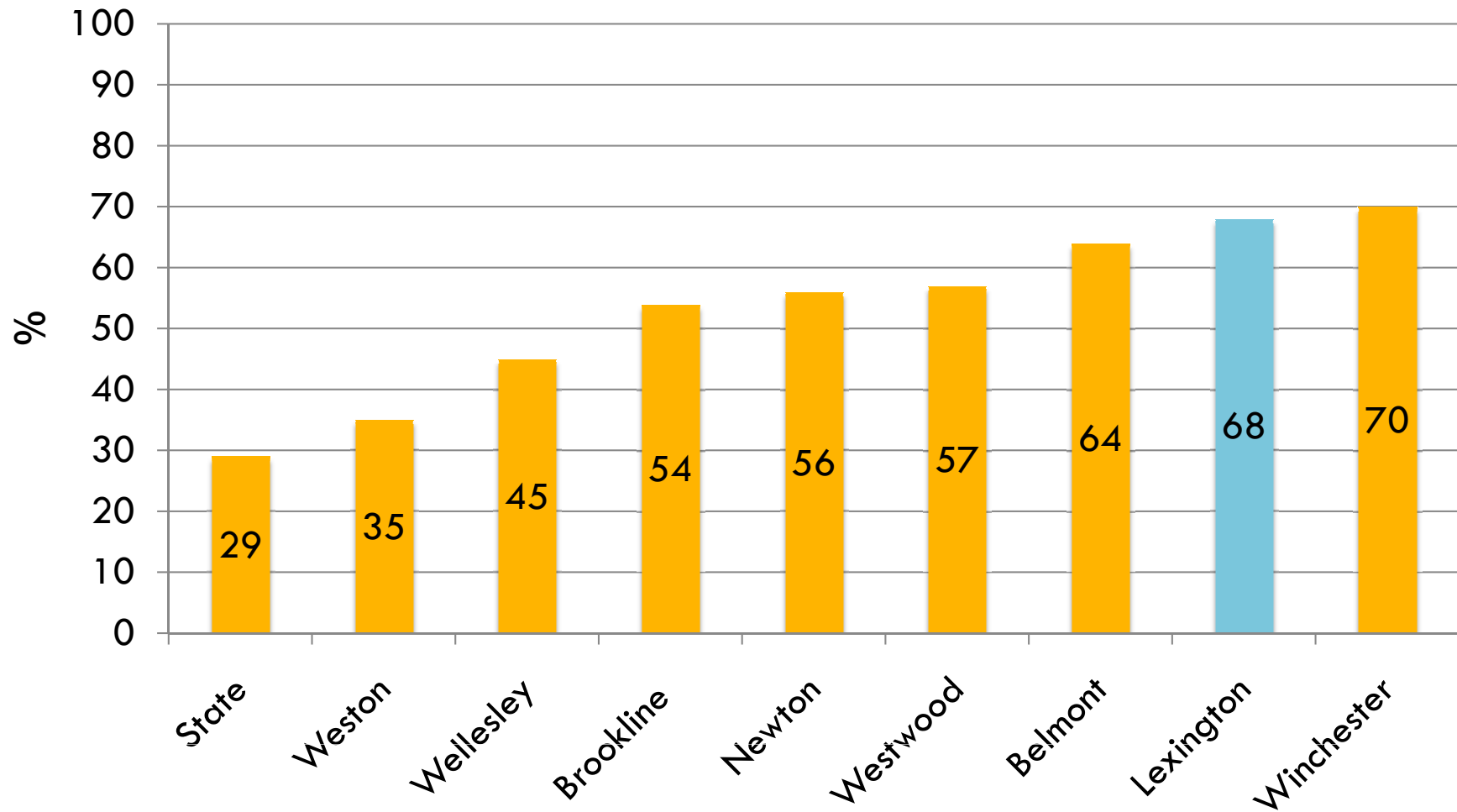


2014 Science and Tech. Performance Levels

Grade 10

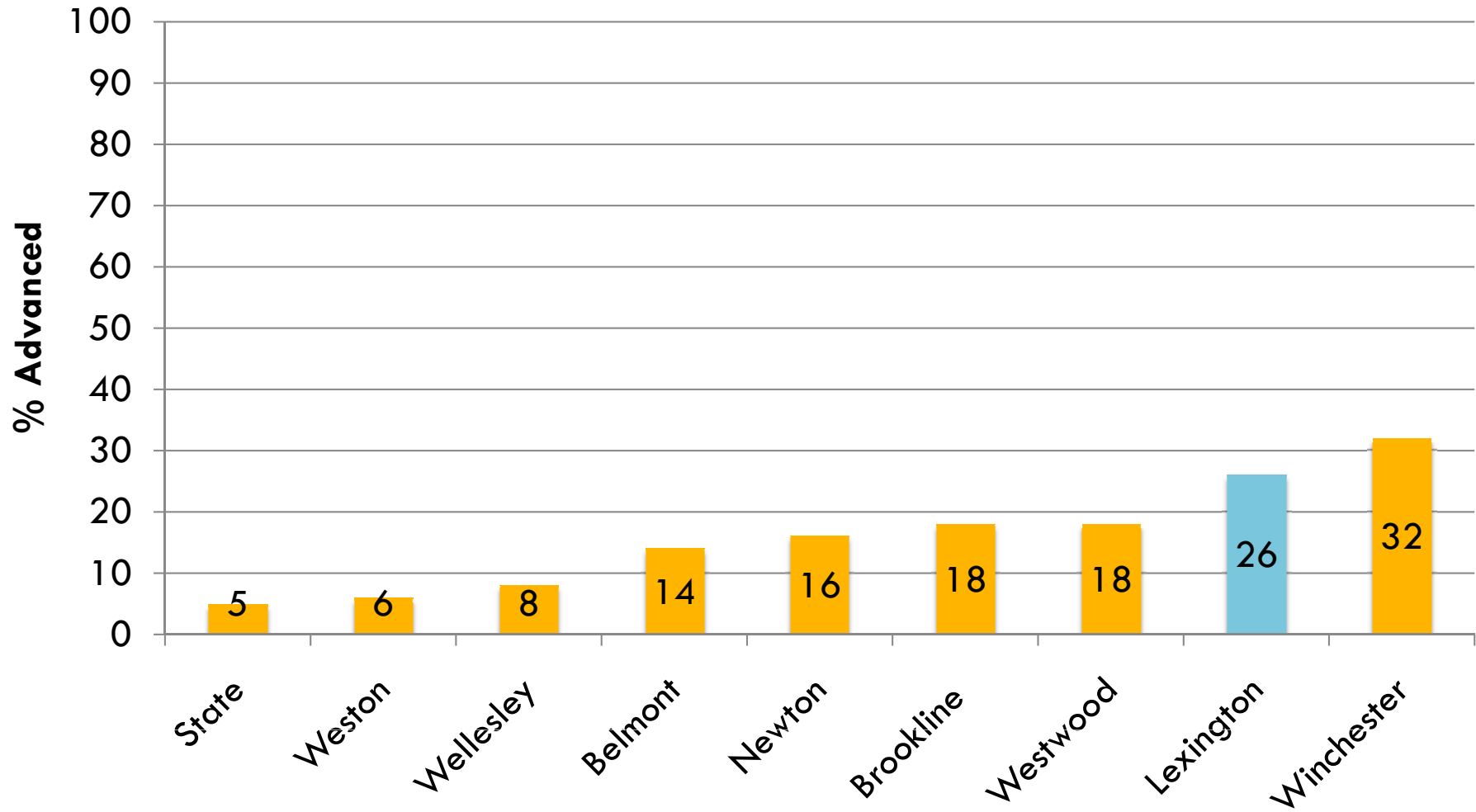


2014 Science and Tech. % Advanced Comparable Communities Grade 10

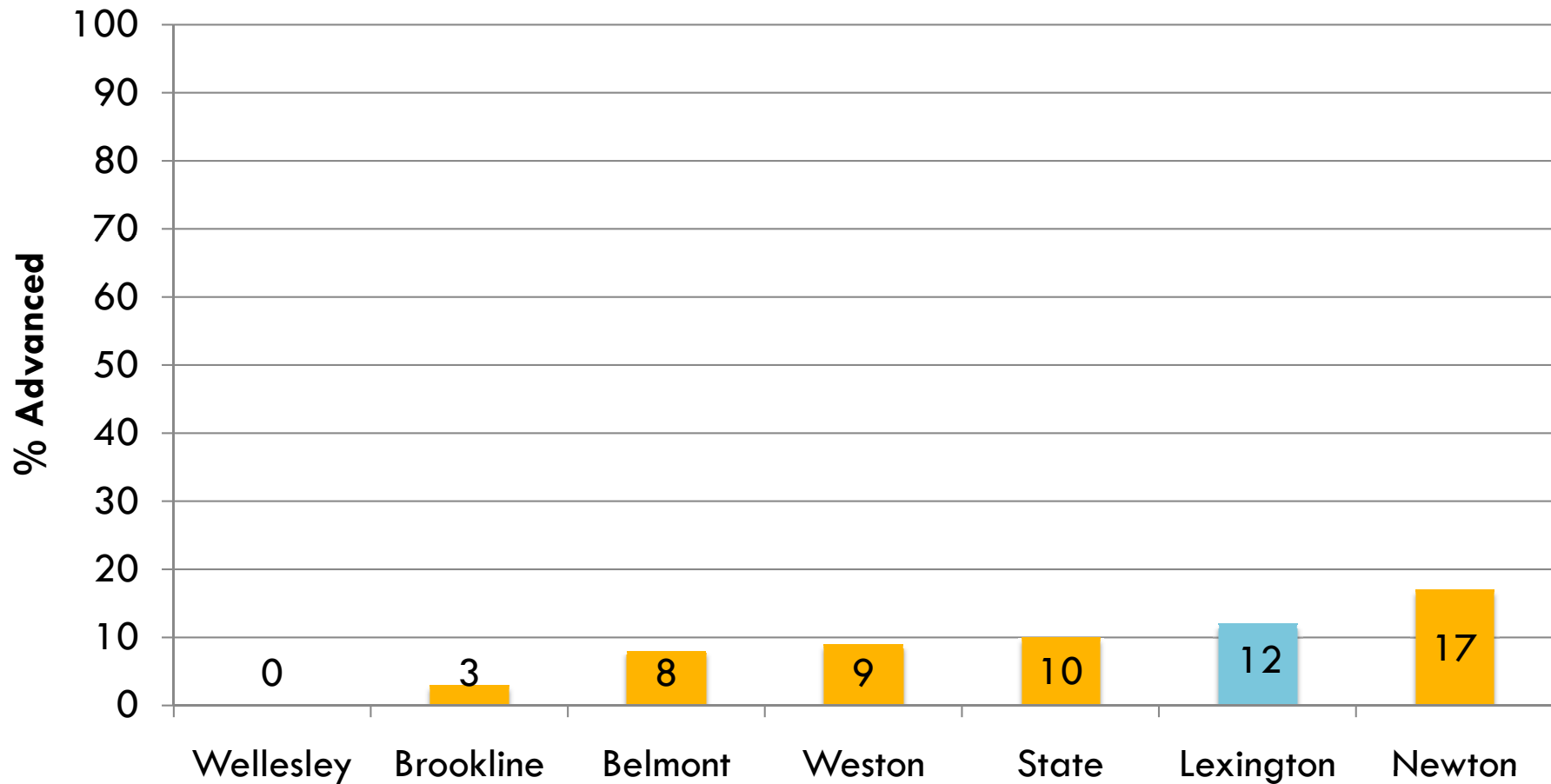


2014 Science and Tech. % Advanced

Special Education Comparable Communities Grade 10



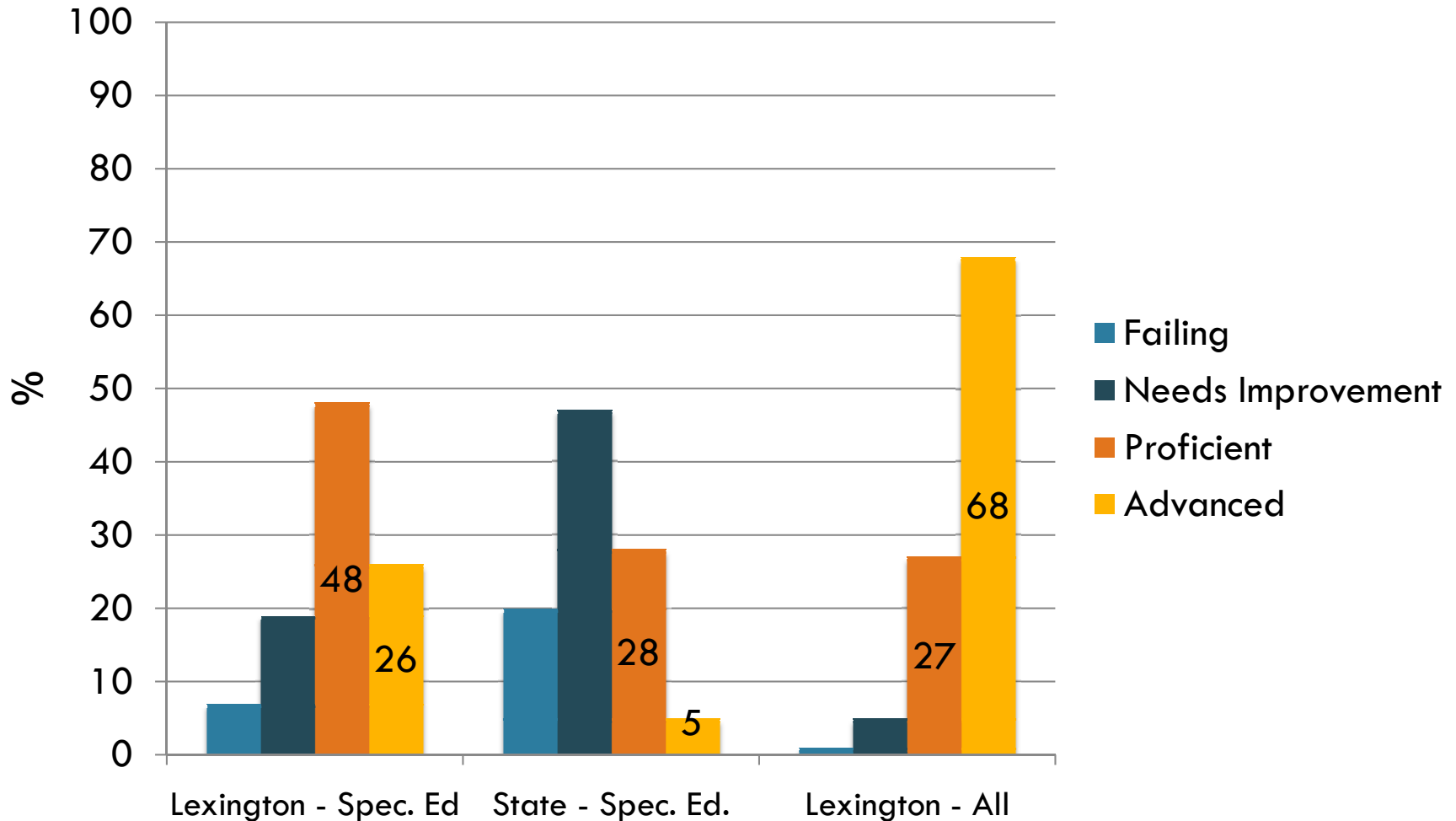
2014 Science and Tech. % Advanced African American Comparable Communities Grade 10



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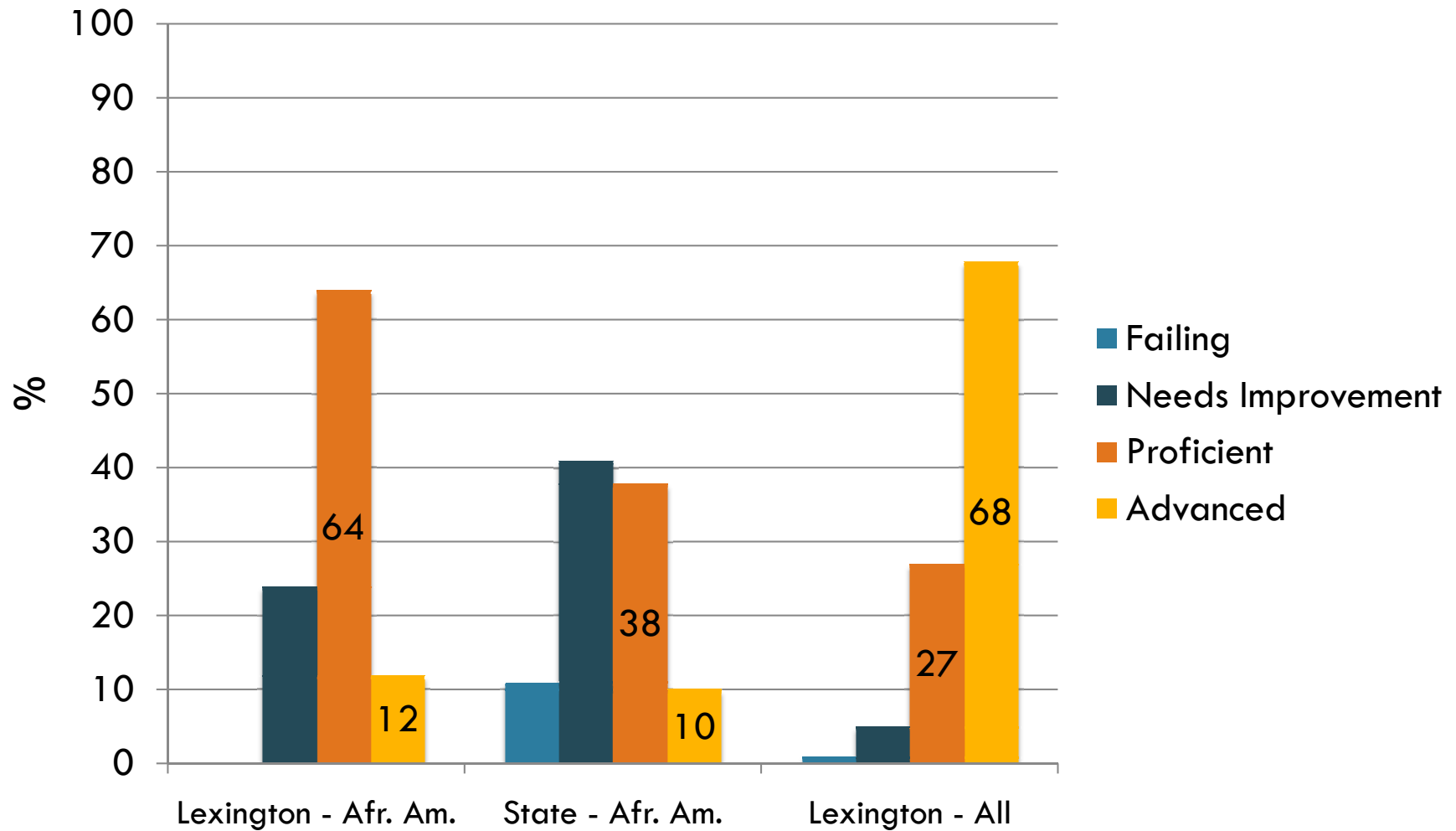
2014 Science and Tech. Performance Levels

Special Education Grade 10



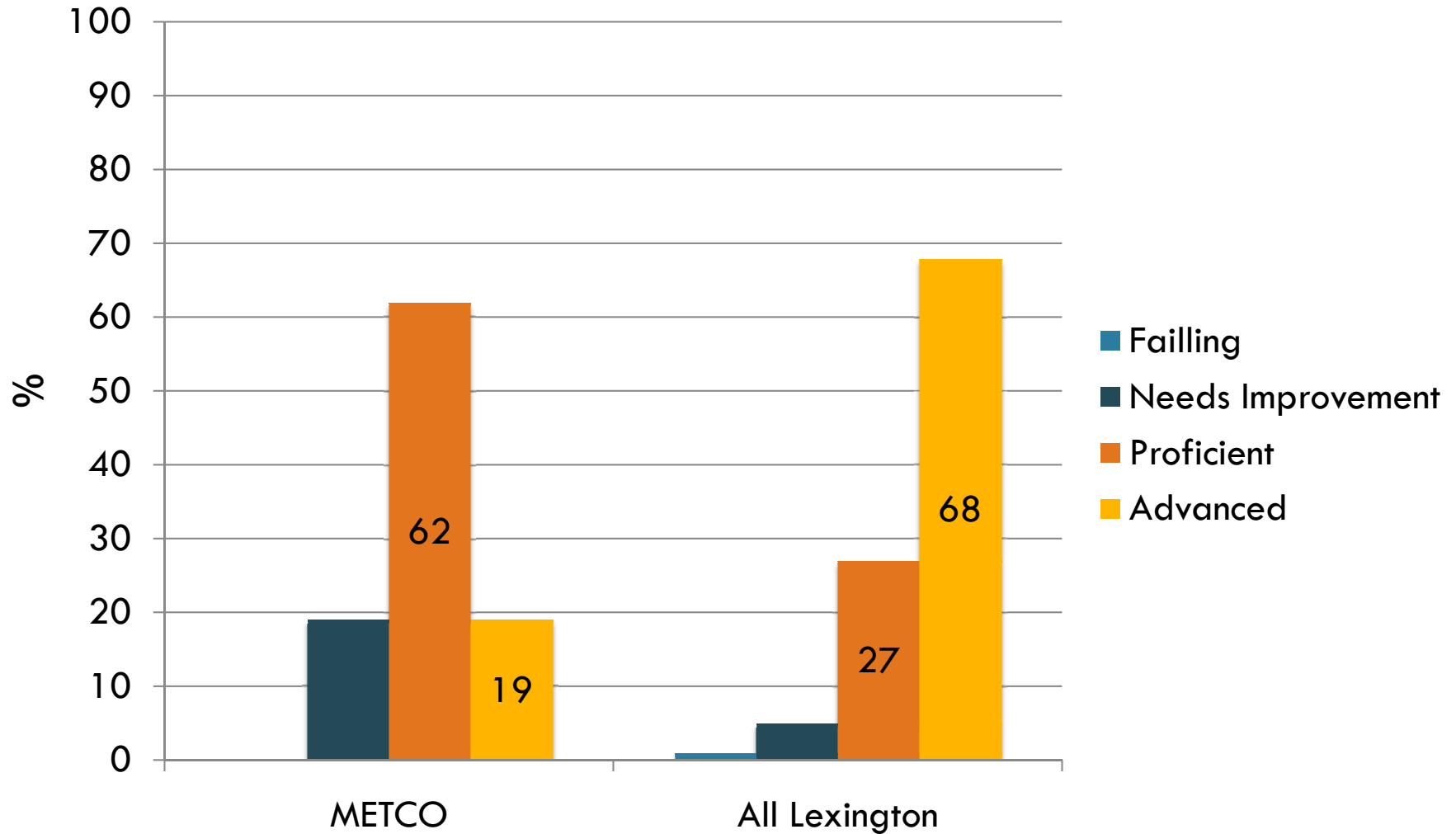
2014 Science and Tech. Performance Levels

African American Grade 10



2014 Science and Tech. Performance Levels

METCO Grade 10



Additional Highlights

- Across the district, English language learners demonstrated very high annual growth
- All schools had large proportions of students with high high annual growth
- State commendation for high achievement awarded to **Lexington HS**
- All schools among the top 8% in based on state ranking which considers both growth and proficiency

Key Strategies



- Hiring excellent teachers
- Curriculum review identifying what all students need to know
- Frequent assessment of student progress and our practice
- Quality professional learning
- Embedded coaching
- Specialized intervention programs

How is the this information used?




- Evaluate school and district performance and hold them accountable for making progress toward improvement targets
- Identify program, school and district strengths and weaknesses
- Identify student strengths and areas for improvement
- Determine whether HS students have met graduation requirements

Then what?



- Staff use multiple indicators to monitor student progress and identify what students know and can do
 - Other academic measures and grades, student work, observations, conferencing with students, discussion with families, etc.



**Congratulations to
Teachers, Administrators, Families
and Students!**

The Work Continues



Lexington Public Schools

146 Maple Street □ Lexington, Massachusetts 02420

Mary Ellen Dunn
Assistant Superintendent for Finance and Operations

Tel: (781) 861-2563 X215
Fax: (781) 861-2560
mdunn@sch.ci.lexington.ma.us

To: Dr. Paul Ash and School Committee Members
From: Mary Ellen Dunn, Assistant Superintendent for Finance and Operations
Date: October 15, 2014
Re: **FY 2016 SCHOOL CAPITAL REQUESTS – Transmittal Form**

The FY 2016 Capital Request includes the total of three requests for the School Department and 23 requests for the Department of Public Facilities. Provided below is a brief summary of the School Department requests and included as an attachment is the detailed requests that may or may not have been modified.

1) **Furniture and Equipment Replacement Program (\$200,000):**

The Furniture, Equipment and Systems Replacement Program includes requests for

a.	<u>Replacing or Repairing Furniture Program</u>	Total: <u>\$88,230</u>
	i. Repair and replace broken parts. (allocation to be determined) – State Contract Vendor: Wholesale Distribution	\$50,000
	ii. Art & Cafeteria Tables - Clarke	\$30,000
	iii. Disposal, Recycling, and moving of furniture	\$8,230
b.	<u>New Program Furniture</u>	<u>\$111,770</u>
	i. 3 elementary classrooms and Cafeteria Tables at \$15,000 each	\$45,000
	ii. 2 Middle school Classrooms at \$7,000 each	\$14,000
	iii. High School staff member replacement/new office furniture (5 @ \$2500 each) plus \$12,500 for other new office and classroom spaces.	\$25,000
	iv. Emergency Response Communication System -	\$7500
	v. Special Education Equipment Program -	\$20,270

2) **Technology Program - \$1,378,000**

The Technology Program provides equipment to support the District's Strategic Goal for enhancing the District's capacity to utilize technology as an instructional and administrative tool. This technology equipment includes technology workstations (desktops, laptops, and mobile devices), printers/peripherals, interactive projection systems, network head-end equipment, and improved wireless network delivery systems for the High School and middle schools.

3) **Time Clock Implementation Costs** - \$208,000 based on un-awarded RFP, spring 2014.

In FY 2010, the school district was approved for \$97,000 for a time clock system. In FY 2013, the school district was also approved for \$30,000 for funding of a time clock system for the

district as well giving the district a total of \$127,000 towards a new time clock system. The district went out to bid for a Time Clock System in the spring of 2014. After reviewing submissions and interviewing time clock vendors, it was discovered that more discussion, planning, and funding were going to be needed for a time clock system for the district. In October 2014, the Business Office will go out to bid again for a time clock system. Due to the district's requirements and needs for a time clock system, the district is asking for these additional funds to implement a time clock system within the FY 2015 fiscal year.

4) **Traffic Safety and Mitigation** – No FY 2016 Request

The school department is not submitting a request for Traffic Safety and Mitigation design funds in light of the work underway for Clarke, Bridge, and Lexington High School. The next time a request will come forward is FY 2017.

5) **Department of Public Facilities** - \$3,415,125

Provided in the packet is a summary listing of all Town and School Department of Public Facilities projects being proposed for FY 2016.



Town of Lexington

Department: Schools

FY 2016-2020 Department Summary of Capital Improvement Projects

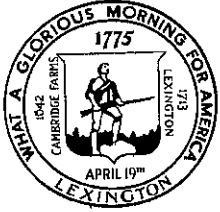
#	Priority	Project Name	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
896	1	School Furniture, Equipment & Systems Program	\$200,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
945	1	LPS Technology Capital Request	\$1,378,000	\$1,320,000	\$1,320,000	\$1,320,000	\$1,320,000	\$6,658,000
950	1	Additional Time Clock System Funds	\$208,000	\$0	\$0	\$0	\$0	\$208,000
Department Totals			\$1,786,000	\$1,420,000	\$1,420,000	\$1,420,000	\$1,420,000	\$7,466,000

Approval by: _____

(Department Head Signature required)

10/16/2014 12:51:00 PM

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Lexington Public Schools

146 Maple Street ♦ Lexington, Massachusetts 02420

FY 2016 – 2020

Summary of DPF Capital Improvement Projects

Submitted By

Patrick Goddard

Director of the Department of Public Facilities



Town of Lexington

Department: Public Facilities

FY 2016-2020 Department Summary of Capital Improvement Projects

#	Priority	Project Name	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
561	1	Townwide Roofing Program	\$0	\$416,408	\$285,443	\$704,834	\$1,950,384	\$3,357,069
562	1	School Building Envelope and Systems Program	\$210,000	\$215,000	\$221,000	\$226,000	\$231,600	\$1,103,600
564	1	LHS Heating Systems Upgrade Phases 2 & 3	\$518,000	\$0	\$0	\$0	\$0	\$518,000
653	1	School Building Flooring Program	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
698	1	School Paving Program	\$150,000	\$153,750	\$157,593	\$161,901	\$166,000	\$789,244
699	1	Interior Painting Program	\$157,594	\$161,534	\$0	\$0	\$0	\$319,128
749	1	Public Facilities Bid Documents	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
754	1	Diamond Energy Improvements	\$0	\$250,000	\$3,500,000	\$0	\$0	\$3,750,000
838	1	Middle School Science and Performing Arts	\$0	\$250,000	\$3,100,000	\$0	\$0	\$3,350,000
870	1	Hastings School Renovation/Replacement	\$1,100,000	40,000,000	\$0	\$0	\$0	\$41,100,000
900	1	Renovation & Update of Diamond Kitchen and Caf	\$0	\$0	\$0	\$0	\$0	\$0
905	1	Clarke Gymnasium Lockers	\$30,000	\$0	\$0	\$0	\$0	\$30,000
934	0	Clarke Middles School Circulation and Parking Imp	\$363,000	\$0	\$0	\$0	\$0	\$363,000
935	0	Diamond Middle School Lighting to Rear Parking L	\$77,000	\$0	\$0	\$0	\$0	\$77,000
936	0	Diamond Gym Motors for Backboards	\$25,300	\$0	\$0	\$0	\$0	\$25,300
937	0	Security Camera Upgrade to Digital from Analog	\$38,500	\$77,000	\$82,500	\$49,500	\$0	\$247,500
938	0	LHS Phase 2 Overcrowding Completion	\$90,200	\$0	\$0	\$0	\$0	\$90,200
939	0	Public Facilities Mechanical/Electrical System Repl	\$363,000	\$423,500	\$484,000	\$544,500	\$605,000	\$2,420,000
953	1	Food Service LHS Dishwasher and Installation	\$61,000	\$0	\$0	\$0	\$0	\$61,000
955	1	LHS Bike Racks and Installation	\$31,531	\$0	\$0	\$0	\$0	\$31,531
959	0	Elementary School Short Term Capacity Increase	\$0	\$0	\$0	\$0	\$0	\$0
960	0	Pre-K Short Term Capacity Increase	\$0	\$0	\$0	\$0	\$0	\$0
961	0	Lexington Public School Educational Capacity Inc	\$0	\$0	\$0	\$0	\$0	\$0
Department Totals			\$3,415,125	\$42,147,192	\$8,030,536	\$1,886,735	\$3,152,984	\$58,632,572

Approval by: _____

(Department Head Signature required)

10/16/2014 8:56:09 AM

Page 1 of 1

EDCO Collaborative

Strength in Diversity
Quality through Collaboration

To: EDCO Member District School Committees
Fr: Colleen Dolan
Re: EDCO Articles of Agreement and Capital Reserve Fund
Date: July 17, 2014

Articles of Agreement:

Massachusetts' education collaboratives are required by new regulations to revise their Articles of Agreement to comply with changes in legislation. At their meeting today, the EDCO Collaborative Board of Directors approved the revised Articles. The next step is school committee approval, followed by approval of the Commissioner of Education. A summary of the provisions of EDCO's Articles as well as the Articles in their entirety is attached.

Recommendation: to approve the EDCO Collaborative Articles of Agreement as presented.

Capital Reserve Fund:

We also seek your approval to allow us to establish a capital reserve fund for EDCO Collaborative. In the past, EDCO has funded capital expenses through the annual budget. EDCO Collaborative's auditors, Fritz DeGuglielmo LLC, have recommended the establishment of a capital reserve fund for expenses related to space acquisition and maintenance, and expenses meeting the DESE definition: "fixed assets, including real property, with a unit cost \$5,000 and a useful life of one year or more, debt payments and deposits into capital reserve." Establishing such an account will provide us the option of setting funds aside for anticipated expenses related to facility maintenance, technology, etc., and thus, avoid a capital assessment.

Funds may be used for:

1. Facility upgrades
2. Space modifications
3. Extraordinary maintenance expenses
4. Technology upgrades
5. Equipment with a unit cost \$5,000 and a useful life of one year or more

Recommendation: to authorize EDCO Collaborative to establish 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.

The following are excerpts from EDCO Collaborative's Articles of Agreement on surplus and capital:

"Surplus Funds:

Unexpended general funds, as defined in 603 CMR 50.00, at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be

considered cumulative surplus.(603 CMR 50.07 (9)) The determination of cumulative surplus shall not include funds deposited in a capital reserve fund as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, § 20, and any amounts prepaid for tuition or services in accordance with M.G.L. c. 40, § 4E.

1. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b)10.
2. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall determine and approve, by majority vote, the final dollar amount of the cumulative surplus.
3. The Board shall determine whether such final dollar amount of surplus funds is within the established 25 percent limit, and whether the funds will be retained by the Collaborative or whether all or some portion will be refunded to the Member Districts or credited to support programs and services offered to Member Districts.
4. Retained surplus may be used to support the budget in future years at the discretion of the Board.
5. Surplus funds will be distributed in proportional shares using the Enrollment Assessment formula articulated under Annual Member Assessment.

Capital:

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

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

In the event the Board determines EDCO's surplus to be over the 25% limit, a determination must be made to decide how surplus funds will be used. Some options are:

1. Offset the following years' budgets by reducing the membership assessment, tuitions, or fees for service
2. Transfer funds to restricted accounts: capital reserve fund or post retirement benefit trust
3. Return funds to member districts

EDCO Collaborative Articles of Agreement

This agreement replaces the agreement
dated 6.28.1988.

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

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PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement of EDCO Collaborative, established pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603CMR50.00. This Collaborative Agreement shall not be effective until approved by the Member School Committees and Member Charter School Boards as indicated on the signatory page, and the Massachusetts Board of Elementary and Secondary Education. This agreement replaces the agreement dated December 15, 1969 as most recently amended on June 28, 1988, entered into by and between the Member School Committees and Member Charter School Boards listed in Article I (herein, "Member Districts").

DEFINITIONS

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

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

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

ARTICLE I: MEMBERSHIP

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

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

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

ARTICLE II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

A. Mission of EDCO Collaborative:

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

B. Objectives of EDCO Collaborative:

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

C. Focus of EDCO Collaborative:

1. Programs and services for students and adults with disabilities and at-risk students
2. Professional learning
3. Pupil transportation

4. Support of initiatives from the Department of Elementary and Secondary Education
5. Cooperative planning and delivery of services to meet the needs of the Member Districts

D. Purpose of EDCO Collaborative:

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

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

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

ARTICLE III: PROGRAMS AND SERVICES TO BE OFFERED

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

1. Day school programs and related services for students with disabilities
2. Alternative programs for at-risk students
3. Therapeutic services for adults in collaboration with the Department of Developmental Disabilities and/or other agencies
4. Clinical evaluations

5. Professional learning opportunities
6. Financial management services
7. Pupil transportation
8. Other Member District services

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

ARTICLE IV: GOVERNANCE

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

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

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

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

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

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

Each Board Member shall be responsible for providing the following information to the representative's Member District in accordance with the provisions of M.G.L. c. 40, § 4E and 603 CMR 50.00, et seq.

1. Quarterly information and updates to the Member District, at an open meeting, on collaborative activities, including, but not limited to, the programs and services provided by the collaborative
2. A copy of the Collaborative agreement and any amendments

3. A copy of the annual budget and tuition rate
4. A copy of the annual report and financial audit
5. Notification of applications for real estate mortgages
6. A copy of any capital plan approved by the Board
7. Any additional information as may be requested by a vote of the Member District
8. Any additional information as may be required in M.G.L. Ch. 40 § 4E, 603 CMR § 50.00, et seq. and any amendments thereto

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

ARTICLE V: INDEMNIFICATION

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

Neither the Executive Director nor any Board Member nor any Advisory Council Member nor any EDCO Collaborative administrator shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against, or with respect to the Collaborative or arising out of any action taken or omitted for or on behalf of the Collaborative and the Collaborative shall be solely liable therefore and resort shall be had exclusively to the Collaborative property for the payment or performance thereof and each Board or Advisory Council Member, Member District and any Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provisions hereof, such Board or Advisory Council Member, Executive Director or Member District shall be held personally liable. Any person dealing with the Collaborative shall be informed of the indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director and his/her legal representatives and each Board and Advisory Council Member and

his/her legal representatives and each Member District and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such Board Member, Member District or Collaborative Administrator or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as Board or Advisory Council Member, Executive Director, Member District, or Collaborative Administrator except only liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as 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 Board or Advisory Council Member, Collaborative Director or Administrator or Member District may be entitled as a matter of law or which may be lawfully granted to him/it.

ARTICLE VI: CONDITIONS OF MEMBERSHIP

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

1. Each Board Member shall be entitled to a vote, which cannot be delegated to any other individual.
2. Each Board Member must attend training required by the Department of Elementary and Secondary Education as outlined in M.G.L. Ch. 40, § 4E; 603 CMR 50.05 and 603 CMR 50.12(3). Should a Board Member fail to complete the required training within the timelines set in law and regulations, notice will be given to the appointing Member District. Should the Board Member fail to complete the training within a reasonable time frame following notice to the appointing Member District, the Member District shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The Member District shall become an active Member and voting rights shall be reinstated once the Board Member completes the training or the Member District appoints a new representative.
3. No Board Member shall serve as a Collaborative Administrator or on the board of directors or as an employee of a related for-profit or non-profit organization.
4. No Board Member shall receive an additional salary or stipend for his/her service on the Board.
5. Each Member District shall contribute a membership assessment in accordance with Article VIII.

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

EDCO Collaborative shall exist as a public entity.

The Board shall be vested with the authority to enter into agreements with Member Districts, non-

memberdistricts, charter schools or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.

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

1. Ensuring adherence to this Agreement and progress toward achieving the purpose and objectives set forth in the Agreement
2. Determining the cost-effectiveness of programs and services offered by the Collaborative
3. Determining the appropriateness and cost-effectiveness of any borrowing, loans or mortgage
4. Approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate
5. Ensuring an annual report for the previous fiscal year be prepared and submitted to the Commissioner and Chair of each Member District no later than January 1 of each year
6. Ensuring that an independent financial audit is completed annually and submitted to the Chair of each Member District, the Commissioner, and the State Auditor no later than January 1 of each year
7. The Board may delegate to the Treasurer the causing of an audit. The Board shall have all the powers and duties conferred and imposed upon educational collaborative boards by law and conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in M.G.L. c.40, §4E, 603CMR 50.00 and any amendments thereof, or as may be specified in any other applicable general or special law. The Board may adopt by-laws consistent with law and regulations and with this Agreement to govern the day-to-day operation or other appropriate matters of the Collaborative. If a particular matter is not covered by such a document, then any such matter will be handled, as the Board deems appropriate by a vote of the Board Members present and voting. It is the function and responsibility of the Board to formulate policy for the Collaborative and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00. The Board shall review the effectiveness of such policies to ensure currency and appropriateness, and may establish a subcommittee to make recommendations to the Board concerning such policies.
8. The Board may establish subcommittees such as an Executive Subcommittee and a Finance and Administration Subcommittee to expedite the work of the Board and to provide guidance and support in managing the essential functions and business of the Collaborative.
9. The Board shall hire all employees of the Collaborative and ensure that all employees possess the necessary and required credentials and approvals, to the extent applicable, including those required by M.G.L. c. 71, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.
10. The Board shall appoint the Executive Director, Business Administrator, Treasurer and at least one registered nurse, and oversee the operation of the Collaborative to the end that the educational needs of

students enrolled in Collaborative programs, as well as the goals of any cooperative program of the Collaborative, are met in an effective and economical way. The Board will ensure there is segregation of duties among the Executive Director, Business Administrator, and Treasurer.

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

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

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

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

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

ARTICLE VIII: FINANCIAL

A. Financial Terms:

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

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

B. Collaborative Fund:

1. The Board shall establish and manage a fund to be known as the EDCO Collaborative Fund, herein, “the Fund”.

2. The Fund shall be the depository of all monies paid by Member Districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the Board and deposited in the Fund.

3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the Collaborative without further appropriation.

4. The Board must approve all payments through designated signatories voted by the Board.

5. The Treasurer may make appropriate investments of funds of the Collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, §55B.

C. Borrowing, Loans, and Mortgages:

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

1. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Board.

2. The Board shall investigate options related to the terms of borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application.

3. The Board shall be responsible for ensuring that the borrowing, loans, and mortgages are necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts and consistent with the terms of this agreement.

4. In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:

a. The Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the Collaborative Board at which the final vote is taken.

b. The Board shall provide notice to each Member District within thirty (30) calendar days of applying for real estate mortgages.

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

D. Surplus Funds:

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

1. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b)10.
2. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall determine and approve, by majority vote, the final dollar amount of the cumulative surplus.
3. The Board shall determine whether such final dollar amount of surplus funds is within the established 25 percent limit, and whether the funds will be retained by the Collaborative or whether all or some portion will be refunded to the Member Districts or credited to support programs and services offered to Member Districts.
4. Retained surplus may be used to support the budget in future years at the discretion of the Board.
5. Surplus funds will be distributed in proportional shares using the *Enrollment Assessment* formula articulated under Annual Member Assessment.

E. Development of the Collaborative Budget:

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

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

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

the annual membership assessments, tuition rates, or fees for services, depending on the program(s) which the capital cost(s) will benefit.

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

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

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

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

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

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

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

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

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

1. Member Districts and non-member districts shall be invoiced monthly for tuitions and fees for service. Payments are due within thirty (30) days of receipt of the invoice.

2. Member Districts shall be invoiced annually for the membership assessment. Payments are due within sixty (60) days.

3. Procedure for Amending the Budget: In the event it becomes necessary to amend the budget, the following procedure shall apply:

- a. All budget amendments shall be proposed at a public meeting of the Board, and must be approved by a majority vote of the Board to take effect. Budget amendments shall be proposed as needed. When the need for a budget amendment is determined, the amendment will first be proposed by EDCO Collaborative administration to the Finance and Administration Subcommittee for consideration and a recommendation to the full Board. Amendments and the recommendation of the Finance and Administration Subcommittee will be presented for a Board vote at the next Board meeting.
- b. Any amendment to the budget that results in an increase in the tuition rates, the membership assessment or fees-for-service shall adhere to the following procedures:
 - i. All Board members shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their Member Districts the content of the proposed

amendment.

ii. All amendments shall be voted on by the Board at a second public Board meeting no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.

iii. The Treasurer shall certify and transmit the amended tuition rates, membership assessment and fees-for-service to each Member District not later than ten (10) working days following the affirmative vote of the Board.

c. The Board has the authority to reduce tuition rates, membership assessment, and fees-for-service to Member Districts and non-member districts when doing so is determined to be in the best interest of the Collaborative.

4. No part of the net earnings of the collaborative shall inure to the benefit of any member of the Board, Collaborative Administrators, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative by a private individual who is not a Board Member or Collaborative Administrator). No Board Member or Collaborative Administrator shall be entitled to share in the distribution of any of the assets upon dissolution of the Collaborative.

ARTICLE IX: METHOD OF TERMINATION

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

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

Prior to termination, the Board shall:

1. Cause a final fiscal audit of the Collaborative to be performed, including an accounting of all assets and liabilities (debts and obligations) of the Collaborative and proposed disposition of the same. A copy shall be made available to each Member District and to the Department of Elementary and Secondary Education.

2. Determine the fair market value of all assets of the Collaborative.

3. Determine the process for appropriate disposition of state and federal funds, equipment, and supplies.

4. Determine which Member District(s) will maintain fiscal, employee, and program records.

5. Determine the means for meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits.

6. The Collaborative must meet all liabilities before any monies are distributed to the Member Districts.

7. Distribute surplus or reserve funds in proportional shares using the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.
8. Return individual student records to their respective school district.
9. Assets shall be sold and monies distributed in proportional shares using the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.
10. The Executive Director shall notify the Department of Elementary and Secondary Education in writing at least one hundred eighty (180) days before such termination.
11. The Board shall notify the Department of Elementary and Secondary Education of the official termination date and submit documentation required by 603 CMR 50.11 to the Department.

ARTICLE X:METHOD OF WITHDRAWAL

1. A Member District may withdraw from the Collaborative as of July 1st in any year provided that such district provides written notice to the Executive Director of the Collaborative and the Board of such intent by December 31st with an effective date of July 1st for the withdrawal. Upon receipt of such notice, the Collaborative Agreement must be amended (see Article XII) and approved, first, by the Board, then, by a majority of the Member Districts, and finally, by the Board of Elementary and Secondary Education, and provided that the Board of Elementary and Secondary Education has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
2. Written notification of a Member District's intent to withdraw from the Collaborative at the end of a fiscal year shall include the following:
 - a. Notification addressed to the chair of the Board and the Executive Director that the Member District has voted to withdraw from the Collaborative with the effective date of withdrawal; and
 - b. A copy of the minutes from the School Committee or Charter School Board meeting at which the Member District voted to withdraw from the Collaborative.
3. An amendment to this Agreement shall be prepared to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative.
4. Upon withdrawal, a former Member District shall not be entitled to any assets or a portion of any assets of the Collaborative, including any surplus funds that may have been carried over from prior years and any reserve funds that may have been established by the Board.
5. The withdrawing Member District must fulfill all of its financial obligations and commitments to the Collaborative.
6. A School Committee or Charter School Board that has withdrawn from the Collaborative will continue to be

liable to the Collaborative for its proportional share of liabilities and any debts, claims, demands, or judgments against the Collaborative, incurred during said School Committee's or Charter School Board's membership. Such proportional share is determined by the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.

7. Upon withdrawal, the withdrawing Member District will be reimbursed any funds prepaid to the Collaborative by the Member District for tuition or services under M.G.L. c. 40, § 4E.

8. The withdrawal of any Member District(s) at any time shall not affect the status of this Agreement and the same shall remain in full force and effect until specifically changed or amended consistent with Article XII.

9. If, after the withdrawal of a Member District (s), less than two Member Districts remain, the Collaborative Board will initiate termination proceedings as provided in Article IX.

ARTICLE XI: PROCEDURE FOR ADMITTING NEW MEMBER DISTRICTS

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

1. At least 180 days prior to the beginning of a new fiscal year, the prospective Member District shall submit in writing to the chair of the Board and the Executive Director its request to join the Collaborative.

2. Upon receipt of the prospective member district's request to join, the Board will consider the request.

3. Upon a majority affirmative vote of the Board, this Agreement shall be amended to add the new Member District.

4. The votes for approval may provide for the deferral of the admission of a new Member District until July 1 of the subsequent fiscal year.

5. The admission of a new Member District to the Collaborative shall become effective only after the execution and delivery by the current Member Districts and the applicant School Committee or Charter School Board of an amendment to this Agreement agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.

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

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

ARTICLE XII:PROCEDURE FOR AMENDING THE AGREEMENT

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

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

ARTICLE XIII:NON-DISCRIMINATION PRACTICES

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

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

authorized by a vote of each of the Member Districts and signed by the Chairperson of each Member District.

APPROVALS:

Date of first reading: 3.1.2013

Date of second reading: 3.5.2013

Date approved by Collaborative Board of Directors:

Approved by:

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

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

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

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

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

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

_____ Date _____
CHAIRPERSON-SCHOOL COMMITTEE FOR THE CONCORD PUBLIC SCHOOL

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

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

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

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

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

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

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

_____ Date _____
CHAIRPERSON-SCHOOL COMMITTEE FOR THE WATERTOWN PUBLIC SCHOOL

_____ Date _____
CHAIRPERSON-SCHOOLCOMMITTEEFORTHEWELLESLEYPUBLICSCHOOLS

_____ Date _____
CHAIRPERSON-SCHOOLCOMMITTEEFORTHEWESTONPUBLICSCHOOLS

_____ Date _____
CHAIRPERSON-SCHOOLCOMMITTEEFORTHEWINCHESTERPUBLICSCHOOLS

APPROVED BY THE MASSACHUSETTS BOARD OF ELEMENTARY AND SECONDARY EDUCATION:

_____ Date _____
COMMISSIONER OF ELEMENTARY AND SECONDARY EDUCATION



COLLABORATIVE AGREEMENT FOR LABBB EDUCATIONAL COLLABORATIVE

Pursuant to *M.G.L. c. 40, § 4E*.

PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement of the LABBB Educational Collaborative (herein LABBB or the Collaborative) established pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00. This collaborative agreement shall not be effective until approved by the Massachusetts Board of Elementary and Secondary Education.

This agreement will be effective upon the approval of the Board of Elementary and Secondary Education, as indicated on the signatory page.

SECTION I: MEMBERSHIP

The membership of LABBB, as of the effective date of this agreement, includes the school committees (herein Member Districts) from the following districts, as indicated by the signatures of the chairs of the school committees:

- A. School Committee for the Lexington Public Schools
- B. School Committee for the Arlington Public Schools
- C. School Committee for the Burlington Public Schools
- D. School Committee for the Bedford Public Schools
- E. School Committee for the Belmont Public Schools

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

The mission of this Collaborative is to jointly conduct educational programs and/or services for Member Districts and non-member districts in a cost-effective manner, increase educational opportunities for children ages 3-22 and to improve educational outcomes for students.

The purposes of this Collaborative are to provide intensive educational, vocational, therapeutic, and recreational programs and services for students with disabilities which are low-incidence in their districts of residence; to provide professional development to educators; and to provide

related services to students with low-incidence disabilities in Member Districts and non-member districts.

The focus of this Collaborative is the creation of special education programs and services in the least restrictive environment and comprehensive professional development within the local communities of the Member Districts.

The overall objectives of this Collaborative include:

- A. to improve the academic achievement of students with low-incidence disabilities in the least restrictive environment;
- B. to offer a variety of quality professional development opportunities to general and special education teachers, administrators and related service providers; and
- C. to offer all programs and services in a cost-effective manner.

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:

- A. day school placements and other programs and services for students with low-incidence disabilities;
- B. professional development programs for general and special educators;
- C. vocational/occupational educational opportunities for Member Districts;
- D. vocational/occupational exploratory and major trade/technical course concentrations in collaboration with Chapter 74 schools;
- E. transportation services;
- F. 45 day assessment programs; and
- G. consultation services, BCBA consultation and direct services and other Behavioral consultation services.

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

SECTION IV: GOVERNANCE

Each school committee executing this Collaborative agreement shall annually appoint the superintendent of schools or one school committee member to serve as its representative on the LABBB Board of Directors; these Board members shall be referred to in this agreement as "appointed representatives." An appointee of the Commissioner of Elementary and Secondary Education shall be a voting member of the LABBB Collaborative Board of Directors. The

educational Collaborative shall be managed by the LABBB Collaborative Board of Directors, hereinafter referred to as the “Board”.

- A. Regular meetings of the Board shall be held six times per year from September to June; July and August meetings will be scheduled at the discretion of the Board. Public notice will be given in accordance with M.G.L. c. 30A, §§ 18-25 and meeting minutes will be posted on the LABBB website.
- B. A quorum for conducting business shall consist of a simple majority of the voting members of the Board. A quorum is not needed to close the meeting.
- C. In order to pass any motion, a majority vote of the appointed representatives present shall be required, except that a vote to terminate the Collaborative shall be approved in accordance with Section XI of this agreement.
- D. The executive director, or designee, will act as executive secretary to the Board. The executive director shall attend all Board meetings but shall not be entitled to a vote.
- E. The Board shall annually organize itself by electing a chairperson by a majority vote of the members present at the first Board meeting of the year. The chairperson, by vote of the Board, may appoint such subcommittees or advisory or operating committees of the Board as will facilitate the work of the Board.
- F. LABBB will maintain a website that will list the appointed representatives of the Board, meeting minutes, Collaborative agreement, annual report, annual audit and contact information of key collaborative office staff.

SECTION V: CONDITIONS OF MEMBERSHIP

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

- A. Each appointed representative on the Board shall be entitled to a vote.
- B. Each appointed representative shall be responsible for providing timely information and updates to its appointing Member District(s) on LABBB 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.
- C. 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 of the appointed representative’s absences. An appointed representative who misses more than two-thirds (2/3) of the Board meetings within a fiscal year will no longer be considered an appointed representative on the Board. The Board will notify the respective Member District that the seat will remain vacant until such time as the Member District, by appropriate vote, appoints a new representative. When a seat becomes vacant, the appointed representative 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 the Member District shall continue to have all other rights and obligations of membership.

- D. Each appointed representative must attend training required by the Department of Elementary and Secondary Education (herein Department), as outlined in M.G.L. Ch. 40, § 4E; 603 CMR 50.05 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 appointed representative 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 the Member District shall continue to have all other rights and obligations of membership. Notice will be provided to the appointing Member District prior to the removal of voting rights. The Member District shall become an active Member District and voting rights shall be reinstated once the appointed representative completes the training.
- E. 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.
- F. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member. All employees and appointed representatives shall comply with M.G.L. c. 268 A.
- G. 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.
- H. At the discretion of the Board a new Member District must contribute classroom space within its respective school buildings for the collaborative to build and operate educational programs.

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

The LABBB Board shall manage the Collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of the 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. 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.
- B. The LABBB Educational Collaborative is a governmental entity, and, in compliance with M.G.L. c. 30B, may enter into contracts for the purchase of supplies, materials and services and for the purchase or leasing of land, buildings and equipment as considered necessary by the Board.
- C. The Board shall be vested with the authority to enter into agreements with Member Districts, non-member districts, adjunct member districts and other collaboratives to

establish mutually beneficial programs, health services, facility rentals, and services or pricing arrangements.

- D. 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. determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages; and ensuring that any borrowing, loans or mortgages are cost-effective, necessary to carry out the purpose for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts, and consistent with terms of this agreement, including Section VII; and
 4. approving all expenditures, including but not limited to contracts, borrowing, and the purchase and sale of fixed assets and real estate.
- E. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
- F. 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 credentials and approvals as required by M.G.L. c. 40, § 4E.
- G. The Board shall hire an executive director to oversee and manage the operation of the Collaborative, a business manager or an employee with responsibilities similar to those of a town accountant to oversee Collaborative finances, at least one school nurse to support Collaborative programs, and a treasurer, who shall annually give bond consistent with the requirements of M.G.L. c. 40, § 4E. 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 an appointed representative on the Board or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.
- H. The Board shall ensure that no employee of the educational Collaborative is employed at any related for-profit or non-profit organization.
- I. 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.
- J. The Board shall ensure that the Collaborative completes and files a Board approved annual report and an annual independent audit no later than January 1 of each year to the chair of each Member District, the Commissioner of Elementary and Secondary Education, 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.

- K. The Board shall establish a process to provide to Member Districts, students, parents/guardians, the Board of Elementary and Secondary Education, and the public, all information required by law and regulation.
- L. The Board will have the authority to enter into agreements with Member Districts and non-member and adjunct member districts.

SECTION VII: FINANCE

A. Financial Terms:

- 1. Surcharges may be charged to non-member districts and adjunct member districts for services rendered by the Collaborative to offset the total administrative costs, including overhead and unfunded liabilities. The Board shall establish the surcharge, not to exceed 25%, and may waive or decrease the percentage of the surcharge charged to non-member districts or adjunct member districts when doing so is determined to be in the best interest of the Collaborative.
- 2. The Board may, by majority vote, apply for and accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
- 3. The Board may enter into contracts to obtain the funds necessary to carry out the purposes for which the Collaborative was established.
- 4. The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. The Collaborative Fund:

- 1. The Board shall establish and manage a fund to be known as the *LABBB Educational Collaborative Fund* (herein, “the LABBB fund”).
- 2. The LABBB fund shall be the depository of all monies paid by the Member Districts, non-member districts, adjunct member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the Board and deposited in the LABBB 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 50.00 at the end of the fiscal year, plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.
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 in accordance with 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 surplus funds is within the established 25 percent limit, and whether the funds will be retained by the Collaborative or whether all or some portion will be refunded to the Member Districts, or credited to support programs and services offered to Member Districts.
 5. In the event an amount is to be refunded or credited to the Member Districts, each Member District's share will be apportioned in accordance to a percentage of its student membership, space allocation, and membership in the Collaborative for the previous fiscal year. The collaborative formula for distributing a specific amount of surplus funds for the Member Districts is based

on three factors. 1. 25% of students enrolled in the collaborative. 2. 25% of total space allocated to the collaborative in the district 3. 50% is for membership in the collaborative.

E. 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, § 4E, regulations promulgated by the Department and this agreement.
 - a. By April 30 of each year, the Board shall propose a budget for the upcoming fiscal year. The budget shall identify the programs or services to be offered by the Collaborative in the upcoming fiscal year and the corresponding costs.
 - b. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
 - c. 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.
 - d. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to capital reserve.
 - e. 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.
 - f. Revenues of the Collaborative shall be derived from the following sources:
 - 1) Program Tuition: The costs of the Collaborative's programs, as determined by the Executive Director and approved by the Board shall be assessed to Member Districts, non-member districts, and adjunct member districts based on the combined cost of providing such programs to the Collaborative's students and the number of students enrolled or projected to be enrolled in the Collaborative's programs from the respective Member Districts and non-member and adjunct member districts. A surcharge may be assessed to a non-member district or adjunct member district for all students enrolled from such non-member or adjunct member district at the recommendation of the Executive Director, and by an annual vote of the Board in accordance with Section VII. A.1.
 - 2) Fees for Services: The Collaborative may charge a fee as determined by the Executive Director and approved by the Board for student transportation based on the combined cost of providing such

transportation services and the number of students who use or who are projected to use the Collaborative transportation services from the respective Member, non-member or adjunct member districts. A surcharge may be assessed to a non-member or adjunct member district for transportation services provided to students from such districts at the recommendation of the Executive Director, and by an annual vote of the Board in accordance with Section VII. A.1.

- 3) Assessments: The Collaborative may charge an assessment as determined by the Executive Director and approved by the Board for student evaluations and other contracted services, based on the cost of the evaluation or service. A surcharge may be assessed to a non-member or adjunct member district for such evaluations and services provided to students from such districts at the recommendation of the Executive Director, and by an annual vote of the Board in accordance with Section VII. A.1.
- 4) Donations, Grants, and Contributions: The Executive Director may, with the approval of the Board, from time to time accept donations, grants or contributions from governmental and private sources, whether in cash or in kind, which will further the purpose of the Collaborative.

- g. 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.
- h. 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.
- i. Capital costs will be included in operating budgets of each program or service requiring capital expenditures, and will be included in the calculations used to determine tuitions, fees, assessments for the programs and services which they benefit. The board may establish a capital reserve fund, consistent with 603 CMR 50.07 (10), to support capital expenditures, pursuant to a capital plan. Capital reserve funds will be used with approval of the board to support capital expenditures in accordance with the capital plan established consistent with 603 CMR 50.07 (10).

F. Transmitting the Budget and Payment Terms:

1. The treasurer shall certify and transmit the budget and the tuition rates, fees and assessments for services for the upcoming fiscal year to each Member District and adjunct member district not later than June 30 of the preceding fiscal year.
2. The collaborative shall submit invoices to Member Districts and non-member and adjunct member districts three times per year in August, September and February or monthly as determined through an agreement with Member Districts, or non-member or adjunct member districts.
3. Tuition payments, assessments, and fees for services shall be paid within thirty (30) days of service delivery, although it is understood that M.G.L. c. 40, § 4E allows a school committee to authorize the prepayment of monies for a program or a service provided by an educational collaborative.

G. Procedure for Amending the Budget:

1. All budget amendments shall be proposed at a public meeting of the Board and must be approved by a majority vote of the Board to take effect.
2. Any amendment that does not result in an increase in tuition rates, 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 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 no earlier than thirty (30) working days after 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, 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, assessments and fees for services to Member Districts, non-member districts, adjunct 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 may be amended from time to time in accordance with the following procedures:

- A. Any Member District, appointed representative or the executive director may propose an amendment to the Collaborative agreement.
- 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 twenty (20) working days prior to a meeting of the Board at which it shall first be discussed. No less than ten (10) working days prior to the Board meeting at which the amendment is first discussed, the

executive director shall cause copies thereof to be sent to all appointed representatives and the chairs of the Member Districts together with notice as to the time and place of the first reading of the amendment.

- 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 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) working days prior to the Board meeting at which the revised amendment will be discussed, the executive director shall cause copies thereof to be sent to all appointed representatives and the chairs of the Member Districts, together with notice as to the time and place of the second reading of the amendment.
- F. The proposed amendment shall be read a second time at the regular meeting subsequent to the Department review, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment. Following approval by the Board, the amended agreement shall be submitted by the chair of the Board to the chairs of Member Districts, for a vote to approve the amended agreement.
- G. 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 50.00 to the Commissioner for approval by the Board of Elementary and Secondary Education.
- H. 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.

Member Districts shall not delegate the authority to approve the Collaborative agreement or amendments to the Collaborative agreement to any other person or entity.

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS

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

- A. At least 180 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 Collaborative notification of intent to join the Collaborative and a copy of the school committee or charter board minutes that indicates an affirmative vote of the committee or charter 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 majority 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 authorizing votes 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 educational 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.

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

- A. A Member District may withdraw from LABBB as of July 1st in any year provided that such Member District provides 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 such intent no later than December 31. The withdrawal can take effect a year and half from January 1st provided that the Board of Elementary and Secondary Education has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
- 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;
 - 2. A copy of the minutes from the school committee meeting or charter school board in which the Member District voted to withdraw from the Collaborative; and
- C. Within thirty (30) days of notification of a Member District's intent to withdraw from the Collaborative, the executive director shall cause an amendment to be prepared to reflect changes in the agreement caused as a result of the change in membership of the Collaborative.
- D. The amendment will not be effective until approved by a majority vote of the Member Districts and the Board of Elementary and Secondary Education.
- E. Upon withdrawal a former member district shall not be entitled to any assets or a portion of any assets of the Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.

- F. The withdrawing school committee or charter school board must fulfill all of its financial obligations and commitments to the Collaborative.
- G. The withdrawing member will continue to be liable to the Collaborative for its pro rata share of any debts, claims, demands, or judgments against the Collaborative incurred during said member's membership. The pro rata share is determined by dividing the total student enrollment of the withdrawing member by the sum of the total student enrollment of all members; the enrollment figures will be based on the numbers of students at the end of the fiscal year of withdrawal.
- H. Upon withdrawal, the withdrawing district will be reimbursed any funds prepaid to the collaborative by the Member District for tuition or services under M.G.L. c. 40, § 4E.
- I. 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 until specifically changed or amended by the Board and approved by the Member Districts and the Board of Elementary and Secondary Education.
- J. 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 Member Districts.
- E. Following the affirmative votes of the Member Districts to terminate this Collaborative agreement, the executive director shall inform the Member Districts, non-member districts and adjunct 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.
- 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, equipment and supplies;
 3. identify the Member District responsible for maintaining all employee, program and fiscal records;
 4. identify the Member Districts, non-member districts and adjunct member district(s) responsible for maintaining student 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;
 6. distribute surplus funds and capital reserve funds consistent with the methodology in Section VII.D.5 and to the Member Districts; and
 7. 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, consistent with the methodology in Section VII.D.5
- 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 to revoke and/or suspend the Collaborative agreement.

SECTION XII: INDEMNIFICATION

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

Neither the Executive Director nor any appointed representative or Member shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind or, against or with respect to the Collaborative or arising out of any action taken or omitted for or on behalf of the Collaborative and the Collaborative shall be solely liable therefore and resort shall be had exclusively to the Collaborative property for the payment of performance thereof and each appointed representative, member and any Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation,

fees and disbursements of counsel, if, contrary to the provisions hereof, such appointed representative, Executive Director or member 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 and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director and his legal representatives and each appointed representative and his legal representatives and each member 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 appointed representative, member or Executive Director or his/its legal representatives may be made a party or otherwise involved by reason or his/its capacity as appointed representative, Executive Director or member, except only liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as 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 appointed representative or Executive Director or member may be entitled as a matter of law or which may be lawfully granted to him/her.

SECTION XIII: NON-DISCRIMINATION

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

SECTION XIV: ADJUNCT MEMBERSHIP STATUS

The LABBB Educational Collaborative may, by a majority vote of the Board, admit a school district as an adjunct member district of the Collaborative. The status may be terminated at any other time upon a two-thirds vote of the entire Board.

Adjunct Membership is defined as having no representation on the Board and the adjunct member district shall not be included in any agreement language or financial procedures regarding withdrawal or termination of the Collaborative. The adjunct member district shall have fewer rights than Member Districts, but more rights than non-members in the placement of students into Collaborative programs. The adjunct member district may have representation on the Operating Committee and other Committees operating within the Collaborative that are represented by a designee from Member Districts, but the adjunct member district shall have no voting rights.

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.

Date of first reading: December 19, 2013

Date of second reading: June 19, 2014

Date approved by Collaborative Board of Directors: June 19, 2014

Dates approved by Member School Committees:

LEXINGTON PUBLIC SCHOOLS _____
Date

ARLINGTON PUBLIC SCHOOLS _____
Date

BURLINGTON PUBLIC SCHOOLS _____
Date

BEDFORD PUBLIC SCHOOLS _____
Date

BELMONT PUBLIC SCHOOLS _____
Date

Signatures:

CHAIRPERSON OF LEXINGTON PUBLIC SCHOOLS Date

CHAIRPERSON OF ARLINGTON PUBLIC SCHOOLS Date

CHAIRPERSON OF BURLINGTON PUBLIC SCHOOLS Date

CHAIRPERSON OF BEDFORD PUBLIC SCHOOLS Date

CHAIRPERSON OF BELMONT PUBLIC SCHOOLS

Date

Approved by the Board of Elementary and Secondary Education:

Commissioner of the Department of Elementary and Secondary Education

Date



Lexington Public Schools

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Superintendent of Schools

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Recommended Superintendent Evaluation Standards for 2014-2015

Standard 1 (Instructional Leadership), Section E - Data-informed Decision Making Indicator - Uses multiple sources of evidence related to student learning, including state, district, and school assessment results and growth data, to inform school and district goals and improve organizational performance, educator effectiveness, and student learning.

Key Actions:

1. Work with the Director of Planning and Assessment to examine:
 - What data do we regularly collect?
 - How administrators analyze and report data to stakeholders?
 - How administrators use data in decision-making and planning?
 - What is our current capacity to collect/store/analyze data?
 - What are some of our short- and long-range data and planning needs.
2. Work with the Enrollment Working Group to develop a more effective methodology to forecast student enrollments.

Standard 2 (Management and Operations), Section A - Environment Indicator: Develops and executes effective plans, procedures, routines and operational systems to address a full range of safety, health, emotional, and social needs of students.

Key Actions:

1. See Student Learning Goal for key actions.

Standard 3 (Family and Community Engagement), Section D - Family Concerns Indicator: Addresses family concerns in an equitable, effective, and efficient manner.

Key Actions:

In order to address the preK-12 overcrowding concerns and promote community support, I will

1. Serve as an active member of the Ad Hoc School Master Planning Committee and share the committee's reports with all interested constituencies.
2. Work closely with the architectural firm SMMA to ensure phases 1, 2 and 3 of their studies are complete and on time.
3. Serve as an active member of the Enrollment Working Group and share their reports with all interested constituencies.
4. Make recommendations to the School Committee that will address short- and long-range space needs based on projected enrollments and educational needs.
5. Meet with parents to discuss their school-specific needs and concerns.
6. Work with elected and appointed municipal officials to effectively communicate school facility needs and plan for potential Town Meetings.

October 21, 2014

Standard 4 (Professional Culture), Section D - Shared Vision Development Indicator: *Successfully and continuously engages all stakeholders in the creation of a shared educational vision in which every student is prepared to succeed in postsecondary education and careers, and can become responsible citizens and community contributors.*

Key actions:

In order to assist the School Committee to develop a district Mission, Vision, and Beliefs statement, I will

1. Participate in the School Committee's subcommittee on Mission, Vision, and Beliefs to develop a draft document.
2. Communicate the draft Mission, Vision, and Beliefs document to all schools, PTAs/PTOs, and School Site Councils.
3. Work with school and parent leaders to ensure that the draft document is discussed and feedback welcomed.
4. After discussions are held by all of the constituencies listed above, create a summary document for the School Committee and include my recommendation.

Superintendent Rubric At-A-Glance

Standard I: Instructional Leadership	Standard II: Management & Operations	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum Indicator</p> <ol style="list-style-type: none"> Standards-Based Unit Design Lesson Development Support <p>B. Instruction Indicator</p> <ol style="list-style-type: none"> Instructional Practices Quality of Effort & Work Diverse Learners' Needs <p>C. Assessment Indicator</p> <ol style="list-style-type: none"> Variety of Assessments Adjustment to Practice <p>D. Evaluation Indicator</p> <ol style="list-style-type: none"> Educator Goals Observations & Feedback Ratings Alignment Review <p>E. Data-Informed Decision Making Indicator</p> <ol style="list-style-type: none"> Knowledge & Use of Data School and District Goals Improvement of Performance, Effectiveness, and Learning 	<p>A. Environment Indicator</p> <ol style="list-style-type: none"> Plans, Procedures, and Routines Operational Systems Student Safety, Health, and Social and Emotional Needs <p>B. Human Resources Management & Development Indicator</p> <ol style="list-style-type: none"> Recruitment & Hiring Strategies Induction, Professional Development, and Career Growth Strategies <p>C. Scheduling & Management Information Systems Indicator</p> <ol style="list-style-type: none"> Time for Teaching and Learning Time for Collaboration <p>D. Law, Ethics & Policies Indicator</p> <ol style="list-style-type: none"> Laws and Policies Ethical Behavior <p>E. Fiscal Systems Indicator</p> <ol style="list-style-type: none"> Fiscal Systems 	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> Family Engagement Community and Business Engagement <p>B. Sharing Responsibility Indicator</p> <ol style="list-style-type: none"> Student Support Family Collaboration <p>C. Communication Indicator</p> <ol style="list-style-type: none"> Two-Way Communication Culturally Proficient Communication <p>D. Family Concerns Indicator</p> <ol style="list-style-type: none"> Family Concerns 	<p>A. Commitment to High Standards Indicator</p> <ol style="list-style-type: none"> Commitment to High Standards Mission and Core Values Meetings <p>B. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> Policies and Practices <p>C. Communications Indicator</p> <ol style="list-style-type: none"> Communication Skills <p>D. Continuous Learning Indicator</p> <ol style="list-style-type: none"> Continuous Learning of Staff Continuous Learning of Administrator <p>E. Shared Vision Indicator</p> <ol style="list-style-type: none"> Shared Vision Development <p>F. Managing Conflict Indicator</p> <ol style="list-style-type: none"> Response to Disagreement Conflict Resolution Consensus Building