

**ROCHESTER SCHOOL COMMITTEE MEETING
ROCHESTER PUBLIC SCHOOLS
Rochester, Massachusetts
16 Pine Street - Rochester, MA 02770**

**MEETING MINUTES
February 16, 2023**

Regular meeting of the Rochester School Committee was held on Thursday, February 16, 2023 at 6:30pm. This meeting was held full in-person and there was also a zoom link available.

COMMITTEE MEMBERS PRESENT: Sharon Hartley (in-person), Chairperson, Jason Chisholm (in-person), Anne Fernandes (in-person), Robin Rounseville (in-person) and Katherine Duggan (in-person).

COMMITTEE MEMBERS NOT PRESENT: None

OTHERS PRESENT: Michael S. Nelson, Superintendent of Schools; Howard Barber, Assistant Superintendent of Finance & Operations; Sharlene Fedorowicz, Assistant Superintendent of Teaching & Learning, Craig Davidson, Director of Student Services; Derek Medeiros, Principal; Charles West, Assistant Principal; Melissa Wilcox, Executive Assistant to the Superintendent.

Meeting was called to order at 6:36pm by Chairperson Hartley. Ms. Hartley stated in accordance with Massachusetts Open Meeting Law, the Agenda has been set, the meeting is being recorded.

The school committee, administration and everyone present stood and recited the Pledge of Allegiance. Superintendent Nelson asked Chairperson Hartley to consider removing Executive Session from the agenda. Chairperson Hartley approved.

I. Approval of Minutes:

A. Approval of Minutes –

Approval of Minutes – Regular Session: January 23, 2023

MOTION: Ms. Fernandes to approve January 23, 2023 minutes as presented

SECOND: Ms. Duggan

MOTION PASSED (4:1): Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes, Rounseville; abstain

Approval of Minutes – Executive Session: January 23, 2023

MOTION: Mr. Chisholm to approve January 23, 2023 Executive Session minutes as presented

SECOND: Ms. Fernandes

MOTION PASSED (4:1): Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes, Rounseville; abstain

IV. General

A. Review of Open Meeting Law Complaint(s)

Superintendent Nelson made the following statement:

On February 14th, we received three open meeting complaints from Ms. Kathleen LeClair of Mattapoisett. One complaint, which was updated earlier today February 16th, is addressed to the Rochester Memorial School Committee regarding policy KCD Public Gifts to Schools procedures

and needs to be responded to by this committee, formally within 15 business days per the instructions outlined by the Division of Open Government. The other two complaints are addressed to the Equity and Policy subcommittees and will need to be responded to by those specific committees. I have shared the complaints with this committee in their entirety for your review and reference. My recommendation is for this committee to vote to delegate the responsibility to respond to the complaint to legal counsel through the Superintendent and provide a copy of the response to the Attorney General within the 14 business day timeline.

MOTION to delegate the responsibility of responding to the complainant to legal counsel

MOTION: Ms. Rounseville

SECOND: Mr. Chisholm

5:0 MOTION PASSED

B. Approval of READS Collaborative Agreement Amendment

Superintendent Nelson made the following statement:

The Executive Director of READS Collaborative and the Board of Directors have approved an updated READS Collaborative Agreement Amendment (which is in your back up information) and now need final approvals from the member districts and ultimately the Commissioner of Education. The updates are driven by and in alignment with legal and Department of Education regulations and/or requirements. Tonight, I am requesting that the Committee review the READS Collaborative Agreement Amendment and approve it as presented.

MOTION to approve the READS Collaborative Agreement Amendment as presented

MOTION: Ms. Fernandes

SECOND: Ms. Rounseville

5:0 MOTION PASSED

C. Approval of School Health Unit Application

Superintendent Nelson made the following statement:

Each year the School Committee must approve the School Health Unit Application to submit to the Department of Public Health. This application allows for our school nurse to train administrative staff and teaching staff to administer medication to students as appropriate and needed on school grounds and on field trips or during extra-curricular events. The application that was provided to the School Committee in your back up information has been reviewed and endorsed by our school nurse, Dr. Mendes-one of our school physicians, and me. Therefore, I am requesting that the School Committee move to approve the Department of Public Health - School Health Unit Application as presented.

School Committee Feedback:

Ms. Fernandes asked: *When is it appropriate for a staff member, a non-medical person, to administer medication?*

Mr. Nelson responded: *There are certain medications that only a Registered Nurse can administer which would be an example of it it's not appropriate. There are other medications such as an epi-pen or aspirin or medications that someone without the RN credential could administer with the appropriate training from our school nurse.*

Mr. Medeiros added: *That would happen for our field trips. But if it was a child that required a medication that had to be administered by the nurse then she would accompany them on the field trip.*

Ms. Fernandes asked: *Is there a 504 that goes along with that?*

Mr. Medeiros responded: *Each student it would be noted as needed so if the school nurse needed to know or go, she would and attend for the student.*

Ms. Fernandes asked: *Is there an option for the parent to attend as well?*

Mr. Medeiros responded: *Absolutely.*

MOTION to approve the School Health Unit Application as presented

MOTION: Ms. Rounseville

SECOND: Ms. Fernandes

5:0 MOTION PASSED

D. FY24 Proposed Budget Update

Superintendent Nelson made the following statement:

A meeting has been set on March 1st to meet with town officials to discuss the preliminary FY24 proposed budget for Rochester Memorial School. At our next regularly scheduled meeting we will also plan to hold in conjunction a public hearing on the budget.

V. New Business

C. Business

1. Financial Report –

Financial Report:

Please find the following financial report in relation to the general funds of Rochester Elementary School District:

Budget Report by Department for February 15, 2023

For the purpose of our Financial Forecasting:

The Rochester School District currently has \$351,677 available of the general funds appropriated in the 2023 Fiscal Year. Per the attached Year to Date Budget Report by Department, we are able to identify how our funds are encumbered and expended. This report recognizes that of the total \$6,637,794 appropriated to the District, consisting of both the Rochester School District and the one-time non-annual student resource package.

- \$ 6,604,435 - General Fund Operating
- \$ 33,358 - Non-annual student resource package
- \$ 6,637,793 - General Funds Approved
- \$ 6,286,117 - Obligations Paid Year to Date
- \$ 351,677 - Remaining Available Funds

Bristol County Agricultural High School enrolled student operational budget of \$289,698 costs is pending its first

billing to be received for payment.

- \$ 289,698 - Bristol County Agricultural High School
- \$ 266,145 - Obligations Paid Year to Date
- \$ 23,553 - Remaining Available Funds

Mr. Barber also reported the following the Food Service Report:

- Meal participation continues to grow strong.
- Nation –Wide supply chain disruptions continue to impact on our program.
- Meal Price Increase will take effect on February 1, 2023
 - This increase in price will only apply to any additional meals purchased by the student.
 - Each student will continue to receive 1 free breakfast and 1 free lunch per day throughout the remainder of the school year.

Mr. Barber also reported the following Facilities Report:

- Conducted one snow/ice removal operation.
- Received 9,000 gallons of fuel oil.
- Conducted routine maintenance on fall facility systems.

CHAIRPERSON'S REPORT

Chairperson Hartley made the following statement:

Since our last SC meeting I have been working on the School Committee report for the Town of Rochester Annual Report. Before I write the report I review the entire year of meeting minutes. I read them all. The year was a year of important transition. From January 2022 with COVID concerns and precautions to April when Superintendent Nelson reported "As we move closer to April vacation from a COVID-19 standpoint our data remains in a good place since we returned from February vacation. Presently Rochester Memorial School has 0 positive cases and 0 individuals who are quarantining. We are still utilizing a layered mitigation approach that includes social distancing in our classrooms and our cafeteria, but I do continue to work with our local health officials and continue to review DESE guidance." And then in September when we were able tour the school and see classrooms set up in regular formats...like pre-pandemic days. And this fall when we no longer discussed mitigation efforts and we were able to focus on curriculum and instruction -- such as literacy and our work with the HILL. As is customary during the year, we honored retirees in June, welcomed new staff members in September, recognized achievements of staff and students and formally accepted donations. It is impossible to read the pages and pages of meeting minutes without feeling proud of the work we've, the reports we've heard, the feedback we've given and the decisions we've made. I will share the full report next month for your feedback.

CENTRAL OFFICE ADMINISTRATOR'S REPORT

Superintendent Nelson made the following statement:

I would ask Mr. Davidson and Dr. Fedorowicz to report this evening.

Mr. Davidson, Director of Student Services, reported on the following:

The Math Acceleration Academy will begin in few days. The Academy will be free of charge for all students who participate. There are currently spots available. Email notifications were sent to our families recently and registration is still open. Our staff met last week to discuss the day to day operations of the academy and dive into our student data points to drive instructional decisions. The staff for the academy is completely made up of current Old Rochester Regional and MA Superintendency Union #55 staff members. If you have any questions regarding the Academy you can email or call my office directly.

Our sixth grade special education liaisons participated in a Transition Event at the Junior High School on Monday the 13th. Ms. Taylor (our 6th grade liaison) was able to observe special education services and programming at the junior high school, meet with the counseling team, service providers, building and district administrators. This is one of many events that staff will take part in to support our 6th grade students as they step up to the JHS next fall.

Dr. Fedorowicz, Assistant Superintendent of Teaching & Learning, reported on the following:

Literacy:

I will first begin with literacy updates. Dr. Darci Burns from the HILL will join us next SC meeting, she unfortunately was not able to join us this evening. In the meantime, I would like to

discuss the section of the needs assessment related to core programs which Mr. Medeiros played a large part in rolling it out and formulating next steps bringing us to the second phase. Our second phase in our literacy initiative with the HILL is underway! We are in the initial process of the Core Program Review. Last week, an invitation went to all elementary teachers to ask them to participate as part of a voluntary vertical team to review and select a new core literacy program. The application is still open and so far we have 31 educators interested, 11 from RMS, to participate in the core program review. The overview process for this vertical team will be on our next PD half day, March 8. The process will consist of reviewing three core programs selected by our District Leadership Team (this is the group of educators working with us since the fall) based on district needs, Curate list from DESE and samples provided by vendors. Our timeline is to collaboratively select a program by May or June. I will keep you updated as we progress through the process. In addition, we are looking to have the HILL join us for next SC to provide a brief overview. A special thank you to Mr. Medeiros and Mr. West for initiating and supporting the core program review. We also continue to meet as a team for L4L. We just met yesterday and had training on working as a collaborative literacy. We continue to meet twice a month on various literacy topics and will continue to meet through April. Thank you to the administrators and teachers that are spending time after school to support the literacy.

Learning Walks:

We are this far into the year that we have completed the first full round of learning walk and have started on the second round in each building. This provides a comparison of progress along with the great teaching and learning from the beginning of the year until the midpoint or end of the year. This continues to give administrators an opportunity to visit schools and discuss patterns and trends in Teaching and Learning.

IC:

Instructional Council is meeting monthly and is in the process of initial planning for PD for next year. A survey to get input from educators and caregivers went out on Tuesday (Feb 14) and closes on March 1. The purpose of the survey is to plan and guide PD for next year. We are getting a great response from both staff and caregivers. So far we have 153 educators and 176 caregivers have contributed. We want to say thank you for taking the time to provide input into PD for next year, and want to encourage even more participation before March 1.

In addition, the Curriculum Review Cycle subcommittee, a smaller subgroup to IC, are making progress toward a first draft of the CRC document. We have representation from all elementary schools and secondary as well as Special Education.

PD:

Our Feb 8 half PD day was building based and centered around sense of belonging and equity. The March 8 half PD day coming up will be vertical team curriculum work with a focus on HILL for our core program review team, OpenSciEd and other curriculum based work.

(RMS: Building an Equitable School Environment through Trusting Relationships and Sense of Belonging. Teams will analyze student literacy and math assessment data in order to plan targeted literacy and math support through small group classroom instruction and within intervention groups.)

New Teacher Induction:

New Teacher Induction has been rolling along. We had our second session with Dr. Robin Gilpatrick on Classroom Management and was well received. This month, by popular request, was

time with mentors. Next month, Mr. Davidson will provide training on Special Education, accommodations and IEPs.

Author:

Last, we had an exciting virtual author, Deborah Farmer Kris, yesterday who virtually read two of her books to our pre-k, k and grade 1 students in each classroom. One was called *You are Growing all the Time* and the second was *You Wonder all the Time*. Kids looked really excited to have a live author read and all three elementary districts participated. Special thank you to Deborah Farmer Kris and the teachers for setting this up.

PRINCIPAL'S REPORT:

Mr. Medeiros reported on the following:

Congratulations to the 4th grade class for their outstanding performance during the concert "Disney" which took place on Thursday January 26, 2023. I would like to thank Ms. Audette and our accompanist Ms. Sparklin for their support and direction throughout the performance as well as Mrs. Hemenway for the beautiful decorative artwork.

We are thrilled to be offering after school acceleration academy again this school year. The Academy will offer after school programming in the areas of ELA and Mathematics to students selected. The Academy will start on Monday, February 27, 2023 and end on Thursday, April 13, 2023. After school sessions will operate from 3:10pm-4:10pm. Participating students will work with educators 1 or 2 times per week.

On Wednesday evening, February 1, 2023, a Parent Information Night for incoming kindergarten families was held from 6:00 – 7:00pm in the RMS Cafeteria. The K Team and I met with all incoming K families to discuss registration protocols and gave them a snap shot of what a typical kindergarten day will look like for their students. Parents/Guardians were then invited to tour each current K classroom.

Kindergarten registration for the 2023-2024 school year is now open. Our incoming kindergarten families may visit the [Kindergarten Transition Page](#) for instructions on how to register online for kindergarten. Or they can visit our website <https://www.oldrochester.org/rms>

On Wednesday February 8th all staff participated in a professional development workshop “Building an Equitable School Environment through Trusting Relationships and Sense of Belonging”. Staff developed a better understanding of what trusting relationships and sense of belonging means. Teams then reviewed class rosters and identified students that they believe they have a trusting relationship with. Teams also reviewed these lists and identified those students who may need more connection and developed action steps to increase engagement with those identified students. Staff then explored responsive classroom resources related to building equitable classroom environments.

VIII. School Committee

B. Committee Reports

1. Budget Subcommittee- Ms. Hartley stated there is no report as it was previously discussed tonight.
2. ORR District School Committee – Mr. Chisholm reported that the committee met on February 16, 2023 which was reported at the last meeting. The committee is meeting again on March 15th.
3. SMEC- Ms. Fernandes reported that they met on January 31, 2023. They approved the minutes from the November meeting. Staff appointments and reductions were discussed. SMEC continues

to search for building space. The Director's evaluation was discussed and unanimously voted exemplary. The Treasurer's evaluation was discussed and unanimously voted exemplary. The next meeting is Wednesday, March 29, 2023.

4. READS- Mr. Nelson reported that READS met on earlier today. The minutes from the January meeting were approved along with the FY24 budget. There was a reminder about the Collaborative Amendment which we took care of this evening. Whitman-Hanson and Brockton are still considering joining starting next school year. Lastly, Theresa Craig announced her retirement at the end of this school year.

5. Tri-town Foundation- Ms. Rounseville reported that the grant deadline is April 14th and the information is available on their website. She thanked Mr. Medeiros for helping get the word out about the applications.

6. Early Childhood Council- Ms. Duggan reported that The Early Childhood Council last met on February 1, 2023. At that meeting, Kindergarten orientation meetings were discussed along with kindergarten registration being open and anyone needing to sign their child up can visit the RMS website. The Council plans to hold an Early Childhood fair at the Junior high in the spring; stay tuned for a date and more details. There was also an update on the Tri Town Chapter 74 high school students who are on placements in the community, as well as updates on the early childhood office's grant, and grant writing, activity. The next Tri Town early intervention screening, the last of the school year, will take place on March 16 at Sippican school; the Early Childhood Council will meet again on March 29, 2023. Superintendent Nelson commented that it is exciting that our students are able to be working in area placements. The program was approved right before the pandemic began so the students were unable to go out for placements at that time.

7. Policy Sub-Committee- Ms. Duggan reported there has been no meeting since the last report and the next meeting is March 8, 2023.

8. Equity Sub-Committee: Mr. Chisholm reported that the committee has not met since the last report. The next meeting is March 30th.

IX. Future Business

A. Timeline

Chairperson Hartley reported:

The next meeting of the Rochester School Committee is March 23, 2023 @ 6:30pm at Rochester Memorial School.

The next meeting of the Joint School Committee is March 30, 2023 @ 6:30pm at the Media Room at the Jr. High School.

X. Open Comments

There were no open comments this evening.

MOTION: Ms. Fernandes to adjourn at 7:18pm

SECOND: Ms. Rounseville

5:0 MOTION PASSED

Submitted,

Melissa Wilcox

School Committee Secretary

REVISED 2.16.2023 3:25 p.m.
ROCHESTER SCHOOL COMMITTEE MEETING
ROCHESTER PUBLIC SCHOOLS

REGULAR MEETING
Rochester Memorial School
16 Pine Street, Rochester, MA 02770

February 16, 2023

ZOOM LINK:

<https://oldrochester-org.zoom.us/j/97018421407?pwd=bW9qa0ljU0hSMFFjV2ZLMjZicE9kZz09>

Meeting ID: 970 1842 1407

Passcode: 972042

This meeting will be conducted in a hybrid format. School Committee, Administrators and public will have the option of meeting in person in the Band Room located at the Rochester Memorial School at 16 Pine Street, Rochester, MA 02770 or via zoom.

TIME: 6:30 PM

MEETING TO ORDER

PLEDGE OF ALLEGIANCE

RECOGNITION OF ACHIEVEMENT

I. Approval of Minutes

A. Approval of Minutes- Regular Session: January 23, 2023

B. Approval of Minutes – Executive Session: January 23, 2023

II. Consent Agenda

III. Agenda Items Pending

IV. General

A. Review of Open Meeting Law Complaint(s)

B. Approval of READS Collaborative Agreement Amendment

C. Approval of School Health Unit Application

D. FY24 Proposed Budget Update

V. New Business

A. Policy Review

B. Curriculum

C. Business

1. Financial Report

2. Food Service Director Report

3. Facilities Director Report

4. Budget Transfers

D. Personnel

VI. Special Topic Report

VII. Unfinished Business

CHAIRPERSON'S REPORT

CENTRAL OFFICE ADMINISTRATORS REPORT

PRINCIPAL'S REPORT

VIII. School Committee

A. School Committee Goals

B. Committee Reports

1. Budget Subcommittee

2. ORR District School Committee

3. SMEC

4. READS

5. Tri-Town Foundation

6. Early Childhood Council

7. Policy Sub-Committee

8. Equity Sub-Committee

C. School Committee Reorganization

IX. Future Business

A. Timeline

B. Future Agenda Items

X. Open Comments

XI. Information Items

XII. Executive Session

ADJOURNMENT

**ROCHESTER PUBLIC SCHOOLS
Rochester, MA**

TO: Rochester School Committee
FROM: Michael S. Nelson, Superintendent of Schools
DATE: February 13, 2023
RE: Agenda Items

The following items are on the agenda for February 16, 2023.

I. Approval of Minutes

A. Approval of Minutes – Regular Session

Recommendation

That the School Committee review and approve the minutes of January 23, 2023. Please refer to “RSC 02162023 January Minutes”.

B. Approval of Minutes – Executive Session

Recommendation

That the School Committee review and approve the minutes of January 23, 2023. These will be brought to the meeting.

IV. General

A. Review of Open Meeting Law Complaint

Recommendation:

That the School Committee review an Open Meeting Law Complaint from Kathleen LeClair of Mattapoisett. Please refer to “RSC 02162023 OML Complaint”, “RSC 02162023 OML Complaint Revised”, “RSC 02162023 OML Complaint – Equity”, “RSC 02162023 OML Complaint – Policy”.

B. Approval of READS Collaborative Agreement Amendment

Recommendation:

That the School Committee review for approval the READS Collaborative Agreement Amendment. READS Collaborative Board of Directors approved the READS Collaborative Agreement Amendment on January 19, 2023. Please refer to “RSC 02162023 READS Agreement Amendment for Approval”, “RSC 02162023 READS New Amendment Agreement with Updates Noted”, “RSC 02162023 READS Previous Agreement”.

C. Approval of School Health Unit Application

Recommendation:

That the School Committee discuss for approval of the School Health Unit Application through the Massachusetts Department of Public Health. This application is submitted by Ellen Murphy, School Nurse for the Rochester Public Schools on behalf of the district, it has been endorsed and signed by the nurse, school physician Dr. Steven Mendes and Superintendent of Schools, Mr. Michael S. Nelson and it also needs the approval of the school committee. Please refer to “RSC 02162023 Health Unit Application”.

D. FY24 Proposed Budget Update

Recommendation:

That the School Committee review and discuss the FY24 Budget.

V. New Business

C. Business

1. Financial Report

Recommendation

That the School Committee hear a report from Mr. Barber. Please refer to “RSC 02162023 FY23 Financial Memo”, “RSC 02162023 FY23 General Operations Financial Report” and “RSC 02162023 FY23 Bristol Aggie Financial Report”.

2. Food Services Report

Recommendation

That the School Committee hear a report from Mr. Barber. Please refer to “RSC 02162023 Food Service Report”.

3. Facilities Report

Recommendation

That the School Committee hear a report from Mr. Barber. Please refer to “RSC 02162023 Facilities Report”.

IX. Future Business

A. Timeline

The next meeting(s) of Committee will be held as follows:

Rochester School Committee

March 23, 2023

Rochester Memorial School
16 Pine Street
Rochester, MA 02770

Joint School Committee

March 30, 2023

ORR Jr. High School
133 Marion Road
Mattapoisett, MA 02739

B. FUTURE AGENDA ITEMS

- Budget Approval (public hearings) (March)
- School Committee Reorganization (May/June – depending on election date)
- School Choice Public Hearing (May)
- Administrator Contracts (May)
- Approval of new School Council goals (June)
- Approval of Leases (June)

XII. Executive Session

Recommendation

That the School Committee enter into executive session for purposes of exception #3, to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares and for purposes of exception #7, to comply with the provisions of any general or special law or federal grant-in-aid requirements.

If you have questions about any of the recommendations above, please feel free to call me.

**ROCHESTER SCHOOL COMMITTEE MEETING
ROCHESTER PUBLIC SCHOOLS
Rochester, Massachusetts
16 Pine Street - Rochester, MA 02770**

**MEETING MINUTES
January 23, 2023**

Regular meeting of the Rochester School Committee was held on Monday, January 23, 2023 at 6:00pm. This meeting was held full in-person and there was also a zoom link available.

COMMITTEE MEMBERS PRESENT: Sharon Hartley (in-person), Chairperson, Jason Chisholm (remote), Anne Fernandes (in-person) and Katherine Duggan (in-person).

COMMITTEE MEMBERS NOT PRESENT: Robin Rounseville

OTHERS PRESENT: Michael S. Nelson, Superintendent of Schools; Howard Barber, Assistant Superintendent of Finance & Operations; Sharlene Fedorowicz, Assistant Superintendent of Teaching & Learning, Craig Davidson, Director of Student Services; Derek Medeiros, Principal; Charles West, Assistant Principal; Melissa Wilcox, Executive Assistant to the Superintendent.

Meeting was called to order at 6:01pm by Chairperson Hartley. Ms. Hartley stated in accordance with Massachusetts Open Meeting Law, the Agenda has been set, the meeting is being video-taped.

The school committee, administration and everyone present stood and recited the Pledge of Allegiance. Chairperson Hartley also shared a picture and recording of the 5th and 6th grade chorus at the Providence Bruins a few weeks ago singing the National Anthem under the guidance of Ms. Audette.

I. Approval of Minutes:

A. Approval of Minutes –

Approval of Minutes – Regular Session: November 17, 2022

MOTION: Ms. Fernandes to approve November 17, 2022 minutes as presented

SECOND: Ms. Duggan

ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes

IV. General

A. FY24 Initial Draft Budget Discussion

Superintendent Nelson made the following statement:

The budget sub-committee met earlier this evening and has drafted a proposed FY24 Rochester School District budget for Memorial School. Specifically, the budget sub-committee has discussed with administration and department heads - the current needs of the students as related to each department within the school (i.e. regular education programming, special education programming, technology, facilities, etc.). It should come as no surprise to this committee that the budget sub-committee is navigating the impact of inflation on the FY24 budget development process. Specifically, the cost of utilities (i.e. electricity, gas), goods, and special education tuition are major budget drivers as we look to FY24.

The proposed budget as it currently stands - is designed to maintain current services at Rochester Memorial based on student needs. The main priorities of the FY24 budget include meeting the known needs of the students in our classrooms and ensuring our teaching and learning programming is meeting best practices – with a real focus on literacy. Next steps for the budget sub-committee will be to reach out to the town administrator and invite him and representation from the finance committee to the next budget sub-committee to discuss the FY24 budget proposal. In the near future, the Rochester School Committee will need to schedule their budget hearing to present the FY24 budget and then take action to approve it for submission to the town.

B. Promethean Board Demonstration

Chairperson Hartley made the following statement:

This evening we are pleased to have one of our very talented teachers – Mr. Forrest Cote, provide a demonstration of how the promethean board can be utilized in the classroom. The School Committee Members are very excited for this presentation.

Mr. Cote demonstrated using the Promethean Board. He explained the board acts like a big tablet and is very easy to use. There are a variety of apps that can be used on the board in the classroom such as a timer, spinner feature and many more. One of Mr. Cote's favorite features is that more than one student can write on the board at a time. He also likes that you can save notes on the board and pick up where you left off the next day. He demonstrated how you can save documents, search online.

Mr. Medeiros mentioned that the faculty can also put their Google Classroom up on the board so the students can see their assignments, feedback from each other, etc., right on the board during class.

Mr. Cote explained that you can connect a device to the board wirelessly or through USB and share your screen from any device.

Mr. Nelson informed the school committee that there is a Promethean Board in every learning area at Rochester Memorial School.

Mr. Cote then showed a presentation of recent pictures from classrooms at Rochester Memorial School with students utilizing the different features of the board along with faculty feedback.

Please refer to Attachment A.

Mr. Medeiros informed the School Committee that Mr. Cote was one of five faculty members that went to training during the summer to be able to help the teachers at RMS in-person at the start of the school year. The faculty enjoys using the boards and Mr. Medeiros stated it also helps the faculty teach students the benefits of screen-time vs not screen-time and having a balance.

Chairperson Hartley asked if the company provides tech support. Mr. Cote stated that he has not called as the board is very easy to use and they have had no issues. Mr. Medeiros informed her that when he has called they have been very responsive.

C. Student Handbook

Superintendent Nelson made the following statement:

At the most recent Joint School Committee – the policy JE – titled Attendance Policy was rescinded and a new policy JH – titled Student Absences and Excuses was formally adopted. As a result, the section with the Rochester Memorial School Student Handbook related to student

absences and excuses requires updating. Mr. Medeiros will briefly highlight the changes to this committee. Upon approval, we will notify families that the student handbook has been updated and highlight the changes.

Mr. Medeiros explained that based on the policy approved at the Joint School Committee, there were a few changes to the Attendance section of the Rochester Memorial School Student Handbook. **Mr. Medeiros made the following statement:**

The first change is that 'this will be required in advance for types of absences when advance notice is possible'. One of the things that I felt very proud of as I was going through was what was already in our student handbook - having to call the main office, school nurse and our office staff really works well with the homeroom teachers to check-in and determine if a parent has communicated directly with the teacher. There is a nice communication system between the main office and the nurse's office in calling parents to check-in as to why they have not called and what is going on with their child.

The next piece here are some new bullets that were not in the original list. We added inclement weather, and then illness/quarantine and then the observance of a major religious holiday. Then there were two sentences added in regards to excused absences. The first 'a child may also be excused for other exceptional reasons with approval of the Principal or designee'. If I am working with a family on something that is maybe not on this bulleted list, between Mr. West or I, we could make that determination. Then 'in instances of chronic or irregular absence reportedly due to illness, the school administration may request a physician's statement certifying such absences to be justified'.

Mr. Nelson confirmed that this language matches exactly the language as stated in the policy that was approved.

Mr. Medeiros continued:

And the next big change was on timing. Our current handbook speaks to the fifth day and eighth day of absences and this new policy has changed to the third day. We would contact the family and put a team together as needed to create a plan to support the student.

MOTION: Ms. Chisholm to approve the changes to the 22-23 student handbook as we have just reviewed.

SECOND: Ms. Duggan

ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes

V. New Business

C. Business

1. Financial Report –

Financial Report:

Please find the following financial report in relation to the general funds of Rochester Elementary School District:

Budget Report by Department for January 15, 2023

For the purpose of our Financial Forecasting:

The Rochester School District currently has \$376,926 available of the general funds appropriated in the 2023 Fiscal Year. Per the attached Year to Date Budget Report by Department, we are able to identify how our funds are encumbered and expended. This report recognizes that of the total

\$6,637,794 appropriated to the District, consisting of both the Rochester School District and the one-time non-annual student resource package.

- ☐ \$ 6,604,435 - General Fund Operating
- ☐ \$ 33,358 - Non-annual student resource package
- ☐ \$ 6,637,793 - General Funds Approved
- ☐ \$ 6,260,868 - Obligations Paid Year to Date
- ☐ \$ 376,926 - Remaining Available Funds

Bristol County Agricultural High School enrolled student operational budget of \$289,698 costs is pending its first billing to be received for payment.

- ☐ \$ 289,698 - Bristol County Agricultural High School
- ☐ \$ 266,145 - Obligations Paid Year to Date
- ☐ \$ 23,553 - Remaining Available Funds

Mr. Barber also reported the following the Food Service Report:

- Meal participation continues to grow strong.
- Nation –Wide supply chain disruptions continue to impact on our program.
- Had a successful Board of Health Inspection.
- Meal Price Increase will take effect on February 1, 2023
 - This increase in price will only apply to any additional meals purchased by the student.
 - Each student will continue to receive 1 free breakfast and 1 free lunch per day throughout the remainder of the school year.

Mr. Barber also reported the following Facilities Report:

- Gilly Leonardo appointed as Supervisor of Building and Grounds.
- Conducted one snow/ice removal operation.
- Replaced broken parking lot light pole.
- Replaced washing machine.
- Conducted routine maintenance on fall facility systems.

D. Personnel

Superintendent Nelson made the following statement:

Since the last School Committee meeting, Rochester Public Schools has hired Gilbert Leonardo as the Building & Grounds Supervisor, Kelly Freitas and Marvin Bern as Lunch/Aide at Rochester Memorial School. Mr. Leonardo has worked in a similar position in our district.

CHAIRPERSON'S REPORT

Chairperson Hartley made the following statement:

My report will be brief tonight...

As we reach the approximate half way point in this year, I want to thank our School leaders for their dedication to our complex school district. I also want to thank our School Committee members for their work representing us on the various Subcommittees. Each month, in addition to attending Rochester School Committee meetings, Committee members represent us at other meetings to discuss and make decisions about the School Budget, Teaching and learning at the Jr. High school and High School, SMEC – Southeastern Massachusetts Educational Collaborative, Tri-Town Foundation that oversees and distributes grant funds for projects throughout our schools, Early Childhood Education, School Policies, and Equity. Our representation in the various sub-committee meetings are important to the progress of our School District and teaching and learning here at RMS. Many thanks to you all.

CENTRAL OFFICE ADMINISTRATOR'S REPORT

Superintendent Nelson made the following statement:

I would defer to my colleagues tonight to as they both has some very exciting happenings from their department and it showcases that although we are early in 2023 we are off to doing some really great things on behalf of our students and families, and with the help of our awesome faculty.

Mr. Davidson, Director of Student Services, reported on the following:

We are excited to roll out our Math Acceleration Academy during February and April vacation. Students will participate in engaging and dynamic Math lessons that focus on accelerating students' learning in data driven - targeted areas. The Academy will be free of charge for all students who participate. An email notification was sent to our families recently and registration is now open. If you have any questions regarding the Academy you can email or call my office directly.

The Community Talks Series: Part six will take place on February 1st at 6:30 p.m. - The presenter is Sarah Ward, a dedicated clinician and passionate lecturer with a proven track record for translating complex ideas into practical strategies that work to improve executive function skills. She will be providing a professional development for our families called "POWERFUL STRATEGIES TO HELP CHILDREN DEVELOP INDEPENDENT EXECUTIVE FUNCTION SKILLS".

Dr. Fedorowicz, Assistant Superintendent of Teaching & Learning reported on the following:

Literacy:

First, in the area of literacy, a lot of forward progress has been made since we met last.

The District Literacy Team has been meeting twice a month for the L4L grant, with a focus on literacy, Tier II and III interventions and assessments. We worked with a coach from DESE on examining schedules to fit the needs of our literacy action plan we are developing with insight into our intervention times. We are continuing this work for the next few months in conjunction with the HILL for Literacy.

As it relates to HILL for Literacy, we received the initial Needs Assessment results from the HILL for literacy right before the break and the District Leadership Team just completed the literacy action plan draft which is based on the results of the needs assessment.

As we finalize our literacy action plan, we are continuing work with the HILL to examine core literacy programs that are in compliance with the state and science of reading. As of right now this consists of looking at two to three programs this winter and spring in preparation for a new core literacy program. This will also involve examining the appropriate assessments to use in literacy.

The work from both L4L and the HILL provides aligned focus areas to create a comprehensive literacy plan that will enhance and align our literacy program and work and meet the needs of our students.

A special thank you to the teacher leaders and administrators for their time and commitment to this literacy effort and the amount of work that has gone into this and will continue to go into the literacy program.

(L4L: This allows us to dive a bit deeper into the MTSS which compliments the work we are doing with the needs assessment.)

PD:

January 13th was our full PD day. We started with guest speaker, Dr. Rob Evans, a psychologist, a former high school and pre-school teacher, and a former child and family therapist presenting the best ways educators can deal with educational challenges and maintain energy and resilience. He has consulted to more than 1,700 schools in districts across the country and is the author of many articles and four books.

The afternoon sessions provided teachers with collaborative time on unpacking the information provided by Dr. Evans to use in the classroom within grade levels and subject areas.

Instruction Council:

Our District Leadership Team, or Instructional Council, has been meeting monthly to review PD offerings and begin developing a Curriculum Review Cycle. Today, we discussed PD feedback results and began planning for PD ideas for next year. I appreciate the feedback and time we are getting from the teacher leadership team.

Learning Walks:

We conducted our 4th Learning Walk as a district leadership team at Rochester Memorial on January 6th. We were able to see some valuable teaching and learning in the classrooms. It provided time for administrators to have productive conversations T&L expectations. Our next learning walk is this Friday at the HS. I want to thank the teachers and administrators for hosting and creating a collaborative atmosphere.

New Teacher Induction:

For new teacher induction, Dr. Robin Gilpatrick will be providing the second part of a two part series on behavior and classroom management. This will happen at the end of the month.

Project 351:

Project 351 had a great kickoff last month where our Director of Guidance, Lauren Millette, joined by two of our juniors at the Celtics training camp to learn the initial playbook of promoting a sense of belonging. Over the next couple of months, training will begin for some of our students at grades 5-8 who will be ambassadors for the program in order to bring the sense of belonging training to our students. This is exceptional because it's the kids that get trained and will train each other. Thank you to Ms. Millette and the juniors that attended this training. It really is an exciting opportunity!

PRINCIPAL'S REPORT:

Mr. Medeiros reported on the following:

Congratulations to the 5th and 6th grade chorus, band and jazz band members on their outstanding performance during the annual RMS Holiday Concert. Additionally, I would like to thank Ms. Audette, Mrs. Laprise and our accompanist Ms. Sparklin for planning, organizing and directing the concert. Their commitment and dedication to the RMS Music program was on full display during the event as each performance demonstrated how well prepared our musicians were. Lastly, thank you to Mrs. Hemenway for the beautiful decorative festive artwork.

On Friday January 5th we welcomed the members of the District Leadership Council for a

learning walk visit focused on teaching and learning here at RMS.

We hosted a Nature's Classroom parent/guardian informational session on Monday January 9th 6:30pm - 7:30pm in the RMS cafeteria. The session included a presentation from the Nature's Classroom staff on information related to the student experience and they answered any questions our parents/guardians may have had. Additionally, the grade 6 team presented important information regarding health forms, packing list and payment.

The RMS Hill for Literacy team met with our sister school Hill teams and a representative from the Hill on Tuesday January 10th to begin planning our district literacy plan. Additionally, on Wednesday January 18th some members from the same RMS Hill team and I participated in session four of the Lead 4 Literacy workshop through the DESE.

At this time of the school year, we look forward to welcoming our incoming kindergarten families through our annual parent/guardian informational session held here at RMS. During this session, families learn how they can register their incoming kindergartner for the 2023-2024 school year and get insight into what the kindergarten experience will be like for their child. A letter will go out to all of incoming K families later this month with details regarding this informational meeting.

VIII. School Committee

B. Committee Reports

1. Budget Subcommittee- Ms. Hartley reported that the committee met today at 5:00 p.m. and had a terrific meeting. She explained that the next step is to meet with town officials.
2. ORR District School Committee – Mr. Chisholm reported that the committee met last week and approved the 23-24 school calendar, along with policies JIC, JB, JH and Section D Fiscal policies. The committee is meeting again on March 30, 2023.
3. SMEC- Ms. Fernandes reported that they met on November 29, 2022. They approved the minutes from the September meeting. Staff appointments and reductions were discussed. There was an independent presentation by Powers and Sullivan which indicated a fully reconciled financial system in the SMEC Organization. Surplus funds and transfer were discussed and approved. The draft of the annual report was discussed and approved. Next meeting is Tuesday, January 31st.
4. READS- Mr. Nelson reported that READS met on January 19th. Normal business was conducted regarding the approval of minutes, most of the time was spent looking at a draft FY24 presentation. We also discussed READS collaborative agreements. New staff and resignation information was reported by the director. The annual report is included in the back-up information for your review.
5. Tri-town Foundation- no report
6. Early Childhood Council- Ms. Duggan reported that the committee next meets on February 1, 2023.
7. Policy Sub-Committee- Ms. Duggan reported that this committee last met Wednesday, December 21 and reviewed the following policies: 20 Section D Fiscal Policies, the JH Student Absences and Excuses Policy, and BEDH, the Public Comment at School Committee Meetings Policy. We also heard from Dr. Fedorowicz that her review of the District Adopted Procedures had been completed and that the resulting recommendation was to not make any changes. At the Joint School Committee earlier this month, the Section D Fiscal Policies were approved, and the JE Attendance Policy was rescinded and replaced by JH Student Absences and Excuses Policy, which necessitated some changes to student handbooks that we discussed earlier today. Policies from earlier in the year that required additional discussion: JIC – Student Discipline and JB - Equal

Educational Opportunities, were also approved. The final policy from the 12/21 meeting, BEDH – Public Comment at School Committee Meetings, was not discussed, a vote to approve was not taken, and the policy will be sent back to the policy subcommittee for further consideration. The next scheduled meeting of the policy subcommittee is March 8, 2023.

8. Equity Sub-Committee: Mr. Chisholm reported that the committee last met on January 17th. He stated updates were presented on the Equity Plan and the Incident Reports. The next meeting is March 30th.

C. School Committee Reorganization

Superintendent Nelson recommended the School Committee appoint Melissa Wilcox as the School Committee Secretary and add Melissa Wilcox as a Recording Secretary.

MOTION: Ms. Fernandes to appoint Melissa Wilcox as the School Committee Secretary.

SECOND: Ms. Duggan

ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes

MOTION: Ms. Fernandes to add Melissa Wilcox as a Recording Secretary.

SECOND: Mr. Chisholm

ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes

IX. Future Business

A. Timeline

Chairperson Hartley reported:

The next meeting of the Rochester School Committee is February 16, 2023 @ 6:30pm in person at Rochester Memorial School.

The next meeting of the Joint School Committee is March 30, 2023 @ 6:30pm in person at the Media Room at the Jr. High School.

XII. EXECUTIVE SESSION

MOTION: by Ms. Fernandes at 7:01 p.m. to enter executive session for the purpose of exception #3 and exception #7

SECOND: by Ms. Duggan

4:0 ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes.

MOTION: Ms. Fernandes to come out of Executive Session at 7:15 pm only to adjourn.

SECOND: Ms. Duggan

4:0 ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes.

MOTION to adjourn at 7:16 p.m. by Ms. Duggan

SECOND: by Mr. Chisholm

4:0 ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes.

Submitted,

Melissa Wilcox

School Committee Secretary



READS Collaborative

105 East Grove St., Middleboro, MA 02346

REGIONAL EDUCATIONAL ASSESSMENT AND DIAGNOSTIC SERVICES (READS) COLLABORATIVE AGREEMENT

Pursuant to M.G.L. c. 40, § 4E.

PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement (herein, “Agreement”) of the Regional Educational Assessment and Diagnostic Services (READS) Collaborative (herein, “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 Agreement shall be effective upon approval by the Massachusetts Board of Elementary and Secondary Education (hereinafter “BESE”).

This Agreement replaces the original Agreement dated December 15, 1987, as most recently amended on March 20, 2014, entered into by and between the school committees listed in Section I (herein, the “Member Districts”) and will be effective upon the approval of the Member Districts and the BESE as indicated on the signatory page.

SECTION I: MEMBERSHIP

The membership of READS Collaborative, as of the effective date of this Agreement, includes the school committees from the following districts (herein after “Member Districts”), as indicated by the signatures of the chairs of the school committees:

1. School Committee for the Abington Public Schools
2. School Committee for the Acushnet Public Schools
3. School Committee for the Berkley Public Schools
4. School Committee for the Bridgewater-Raynham Regional School District
5. School Committee for the Bristol-Plymouth Regional Technical School District
6. School Committee for the Carver Public Schools
7. School Committee for the Dighton-Rehoboth Regional School District
8. School Committee for the East Bridgewater Public Schools
9. School Committee for the Freetown-Lakeville Regional School District
10. School Committee for the Marion Public Schools
11. School Committee for the Mattapoissett Public Schools
12. School Committee for the Middleborough Public Schools
13. School Committee for the Norton Public Schools
14. School Committee for the Rochester Public Schools
15. School Committee for the Somerset Public Schools
16. School Committee for the Somerset-Berkley Regional School District
17. School Committee for the Taunton Public Schools
18. School Committee for the West Bridgewater Public Schools

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

READS Collaborative is focused on the mission to provide high quality, cost-effective educational programs and services for all students to prepare them for higher education or a career.

The purpose of READS Collaborative is to complement the educational programs of local school districts and to respond to additional needs of Member Districts as determined by the Board of Directors (herein, “the Board”). Such programs and/or services maximize cost efficiency and program effectiveness through a Collaborative effort. Notwithstanding any other provision of these articles, the Collaborative is organized exclusively for education 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 an 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 the 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. **The focus of READS Collaborative is to provide quality services that improve the lives and futures of children with disabilities as a collaboration with Member Districts.**

The overall objectives of READS Collaborative are:

1. to complement the educational programs and services of districts in the least restrictive environment in a cost-effective manner;
2. to improve the growth of students **in academics, social-emotional skills, communication and well-being;**
3. to provide a range of diagnostic and educational assessments for students from districts in **the southeast region;**
4. to offer quality professional development opportunities to general and special education teachers, related service providers, **and administrators;** and
5. to expand program and services in a manner consistent with the needs of **the students and/or** the Member Districts.

READS Collaborative does not discriminate on the basis of race, sex, color, religion, sexual orientation, gender identity, age, disability, national or ethnic origin, status as a veteran, limited English speaking ability or any other protected class 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 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 districts in a cost-effective manner:

1. **Approved Public** Day school placements
2. **Specialized Substantially Separate Programs**
3. **Wraparound Services**
4. Other programs and services for students **as requested by Member Districts**
5. Therapeutic consultation, assessment, intervention and support
6. Diagnostic **and educational** testing, evaluation and recommendation
7. Professional development
8. Grant applications and activities

9. Other cost-effective services as determined by the Board of Directors as permitted by M.G.L. c. 40, § 4E; 603 CMR 50.00.

SECTION IV: GOVERNANCE

1. The Collaborative shall be managed and operated by a Board of Directors (hereinafter “the Board”) whose members are appointed annually by the Member Districts.
2. The Board shall be comprised of the Superintendent of each of the Member Districts (hereinafter known as Board Members) *The superintendent of each Member District shall be appointed to represent their Member District(s) to serve on the Board, and be entitled to a single vote for each district they represent.* The Commissioner of the Department of Elementary and Secondary Education (herein Commissioner), shall appoint an individual to *serve as liaison* from the Department of Elementary and Secondary Education (herein Department) to the READS Collaborative Board of Directors.
3. The Board shall have all the powers and duties conferred and imposed upon educational Collaborative Boards by law, BESE policy and regulation, and this Agreement.
4. *The Board shall annually elect or appoint an Executive Committee which shall consist of a President (who serves as the Board Chair), a Vice-President and a Secretary/Clerk. In successive years, the Vice-President shall move up to the position of President and the Secretary/Clerk shall move up to the position of Vice-President. A new Secretary/Clerk shall be nominated and appointed by a majority vote of the Board in June, but no later than September, of each year. The Board will vote to recognize the new Executive Committee at the first Board meeting in September. The new Executive Committee shall commence responsibilities after the vote.*
5. The Board shall establish an advisory committee known as the *Special Education Administrators (SEA)*, composed of each Member District’s Special Education Administrator. The purpose of the SEA shall be to advise the Board regarding programmatic issues related to the special education of students enrolled in the Collaborative and to review the program budgets.
6. The Board shall meet at least 6 times per year to conduct its business, one meeting of which shall be a joint meeting with the SEA. *The superintendent appointed by each Member District shall count as a Board member for each district they represent.* A majority of the Superintendents serving on the Board shall constitute a quorum at any meeting. A majority vote of the quorum shall be necessary to pass any resolution, policy or procedure brought before the Board, except in those cases where a two-thirds vote or a unanimous vote of the entire Board is necessary under the stipulations provided for within this Agreement.
7. The Board shall conduct all meetings in accordance with Chapter 30A, §§ 18 - 25 of the Massachusetts General Laws (Open Meeting Law).
8. The Board shall select and employ an executive officer (hereinafter known as the Executive Director), who shall serve under the general direction of the Board and who shall be responsible for the daily operation and supervision of the Collaborative. The Board shall delegate authority to the Executive Director to the extent permitted by applicable law and regulation.
9. The Board shall develop policies and shall operate in accordance with those policies.

SECTION V: CONDITIONS OF MEMBERSHIP

1. Each Member District shall commit to purchase one clinic slot per quarter as an annual requirement of membership in the Collaborative. READS Collaborative does not assess a membership fee.
2. Each Board Member shall be responsible for providing timely information and updates to its appointing Member District(s) on Collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.
3. Each Board Member shall be an active and engaged voting member of the Board and shall attend scheduled meetings and fulfill all duties as may be required by the Board, 603 CMR 50.00 and the Collaborative Agreement.
 - a. The attendance of a Board Member who is absent from 50% or more of scheduled Board meetings over a two-year period will be documented and brought to the attention of said Board Member by the President of the Board.
 - b. The Executive Committee will decide by majority vote to draft a letter to the Board Member notifying them that the lack of participation of their district will be brought to the attention of the READS Board of Directors at their next scheduled meeting.
 - c. If the Board Member continues to be absent from READS Board of Directors' meetings, the Executive Director will meet with the Executive Committee of the Board of Directors. Attendance of the Board Member at meetings over the previous two-year period and since the letter of notice was sent by the President will be reviewed. The impact on the ability to achieve a quorum to complete Collaborative business will be reviewed **and a recommendation will be provided to the Board.**
 - d. The Board will decide by majority vote to send a letter to the Chairperson of the Member District's **School Committee** notifying them of the lack of attendance of the Member District's appointee at Collaborative Board meetings and the resulting impact on votes and the work of the Collaborative.
4. All appointed Board Members are required to complete the state-mandated training in the timeframe set forth in M.G.L. c. 40, § 4E and 603 CMR 50.05(3) and 50.12(3).

SECTION VI: POWERS AND DUTIES OF THE BOARD

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

1. It is the function and responsibility of the Board to formulate policy for the Collaborative, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
2. The READS Collaborative shall be a public entity.
3. The Board shall be vested with the authority to enter into agreements with Member Districts, non-Member Districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
4. The Board shall be responsible for:
 - a. ensuring adherence to this Collaborative Agreement (herein "Agreement") and progress toward achieving the purposes and objectives set forth in the Agreement;

- b. determining the cost-effectiveness of programs and services offered by the Collaborative;
 - c. ensuring that any borrowing, loans, or mortgages are cost-effective, necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts, and consistent with the terms of this Agreement, including the provisions of Section VII.C; and
 - d. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate.
- 5. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
- 6. The Board is a public employer and shall ensure that all employees possess the necessary and required credentials and approvals, 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. The Board may apply for a waiver to exempt the Collaborative Board for any one school year from the requirement to employ certified or approved personnel in accordance with M.G.L. c. 40, § 4E.
- 7. 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. Ch. 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 a Board Member or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40, § 4E.
- 8. The Board shall appoint an appropriate individual to serve as the Treasurer. The Treasurer of the Board may make appropriate investments of the money of the Collaborative consistent with Section 55B of chapter 44.
- 9. The Treasurer shall give bond annually for the services they perform as the Collaborative Treasurer in a form approved by the Department of Revenue and in such sum, not less than the amount established by said Department, as shall be fixed by the Board.
- 10. The Board may, in its discretion, pay compensation to the Treasurer for their services.
- 11. The Treasurer of the Collaborative shall not be eligible to serve as a Board Member or otherwise as an employee of the Collaborative.
- 12. The Board shall ensure that no employee of the Collaborative is employed at any related for-profit or non-profit organization.
- 13. All deeds, leases, transfers, notes, bonds, and other obligations endorsed by the Collaborative, as approved by majority vote of the Board, shall be signed by the President and the Treasurer.
- 14. The Board Members, Executive Director and employees of the Collaborative shall not be personally liable for any debt, liability, or obligation of the Collaborative.
- 15. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Collaborative may look only to the funds and property of the Collaborative for the payment of any debt, damages, judgment or decree, or for any money that may otherwise become due or payable to them from the Collaborative.
- 16. The Board shall ensure that the Collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing

information, reports or documents as the Department deems necessary. The Board shall ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the Collaborative's website, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.

SECTION VII: FINANCE

A. Financial Terms

1. Each Member District shall commit to purchase one clinic slot per quarter as a requirement of membership in the Collaborative as noted in Section V.1.
2. The annual share of each Member District for tuition is based on Member District participation in an individual tuition-based program. The tuition shall be assessed per each student projected to be in a tuition-based program for the fiscal year. The tuition for each individual program is determined based on projected expenses for the program and an allocation for administrative costs, then divided by the number of students projected for enrollment in that program.
3. The Board shall have the authority to borrow money in anticipation of income up to ninety (90) days to meet ongoing payroll obligations.
4. A school committee of any city, town, or regional district may authorize the prepayment of tuition for any educational program or service of the Collaborative to the Treasurer of the Collaborative.
5. The Collaborative shall pay all its accrued debts within thirty (30) days of the notification/receipt of said bills on a no less than monthly basis.
6. The programs and/or services offered by this Agreement may be made available to children from districts who are not parties to this Agreement only if the particular program or service to which entrance/utilization is sought can entertain the addition of another child without burdening or interfering in any way with the program or service's operation and/or delivery.
7. The Board shall vote annually to establish the rate of the Non-Member surcharge on all program tuitions, clinic services and related services provided to Non-Member Districts in order to offset administrative costs and to contain costs for Member Districts. This surcharge shall not exceed 25%.
8. The Board may, by majority vote, apply for and accept gifts, grants, enter into contracts or receive contributions from governmental and private sources, whether in cash or in kind.
9. The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. Collaborative Fund

1. The Board herein agrees to establish and manage a Collaborative General fund, known as the READS Fund (hereinafter known as the Fund).
2. The Fund shall be the depository of all monies paid by the Member Districts and Non-Member Districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the Collaborative Board and will be deposited in the General fund, in accordance with all applicable law and regulations.

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 in accordance with the READS procedure for warrant signing which includes a requirement that all warrants be signed by two of the three Board Members of the Executive Committee.
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 fixed assets including 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 or 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 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. Cumulative Surplus Funds in Excess of the Regulatory Limit

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 audited 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, or any amounts prepaid for tuition or services in accordance with M.G.L. c. 40, § 4E.
2. 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.
3. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5) (b)10.
4. The Board shall determine whether such final dollar amount of surplus funds is within the established 25 percent limit.

5. If the surplus funds exceed the 25 percent limit, the Board shall determine the amount of funds that will be allocated to the Capital Fund, OPEB Trust, *Clinic credit or Tuition credit and amend the budget to reflect those allocations consistent with 603 CMAR 50.07(9) as noted below.*

Cumulative surplus funds in excess of the agreement limit or 25 percent of the audited year's general fund expenditures, must be returned or credited to member districts consistent 603 CMR 50.07(9) and with the process outlined in the collaborative agreement and in the following ways:

- 1. Credited to member districts for tuition, services, etc. These credits must be used by the end of the fiscal year in which the vote is taken.*
 - 2. Deposited to an irrevocable trust and/or reserve fund. These deposits must be allocated by board vote to an approved capital reserve fund and/or to an irrevocable trust for retiree benefits. Once allocated, such funds are no longer available to the collaborative for any other purpose. Deposits must be made within 30 days after the vote of the collaborative board.*
 - 3. Returned to the school districts/towns. The collaborative board must follow the process as outlined in the collaborative agreement for returning surplus funds to member districts. The return of funds must be made within 30 days after the vote of the collaborative board.*
6. Upon withdrawal of a Member District, the Board shall ensure that the withdrawing Member District shares in any payments from funds designated by the Board for return as Tuition credit as defined in Section VII.D.5.b. to its Member Districts for the current fiscal year of withdrawal only. Other than funds designated by the Board for return to the Member Districts, individual Member Districts choosing to withdraw will not be entitled to receive a share of any other assets of the Collaborative.

E. Annual Budget Preparation

On an annual basis the Board shall propose a budget for the upcoming fiscal year. The proposed budget shall contain all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve, to be paid from general fund revenues of the Collaborative. All funds received for the operation of the Collaborative shall be considered general fund revenues with the exception of grants, contracts, or gifts. The annual budget is prepared as early as possible in the previous fiscal year to allow Member Districts to build their own budget, knowledgeable of the Collaborative tuitions. The process is as follows:

1. By April 30 of each year, the Board shall adopt a budget for the upcoming fiscal year. The Board shall identify the programs or services to be offered by the Collaborative in the upcoming fiscal year and the corresponding costs.
2. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
3. 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,

and capital expenditures, including debt service payments and deposits to capital reserve.

4. As applicable, capital expenses shall be included in the budget and paid through tuition or fees for programs which they benefit. Capital expenses are defined as the acquisition or improvement of 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 in accordance with 603 CMR 50.02.
5. The proposed budget process used to determine tuition prices for Member District and Non-Member District students, as well as the methodology to determine fees for services and clinic slots is based on the cost of providing Collaborative programs as described below.
 - a. The Executive Director annually determines the projected expenses necessary for each Collaborative program during the next fiscal year, based on an estimate of projected student enrollment in programs and projected Agreements for services.
 - b. The Executive Director identifies the next fiscal year's projected revenue from each funding source. These include a summary of projected receipts from tuitions and fees, grant funds and funds other than general fund revenues (i.e. donations, interest and investment income) based on the current fiscal year.
 - c. The Executive Director determines the total increase or decrease in required revenue needed to balance the overall budget by comparing anticipated revenue with expenses.
 - d. Program Directors present the preliminary budget to their individual SEA sub-committees which review and endorse the budget.
 - e. The Executive Director presents the preliminary budget to the full SEA for endorsement.
 - f. The Executive Director presents the preliminary budget to a joint meeting of the President of the Board, the Personnel Subcommittee of the Board and Finance Sub-Committee of the Board.
6. The Executive Director shall present the **proposed** budget to the full Board for discussion and shall propose tuition rates and fees needed to balance the budget.
7. 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.

F. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget, the fees for service, the committed clinic slot cost for membership and the tuition rates for the upcoming fiscal year to each Member District not later than June 30 of the preceding fiscal year.
2. The Collaborative shall invoice Member and Non-Member Districts on a quarterly basis, ninety (90) days in advance for all clinic slot payments and tuition payments. All fees-for-service are billed monthly. Payment shall be received by the Collaborative within 30 days of billing.

G. Procedure for Amending the Budget:

1. All budget amendments must be in writing and must be submitted to the Executive Director five working days before the Board meeting at which they will be discussed.
2. Any amendment that does not result in an increase in the tuition rates or fees for services shall be discussed by the Board and shall only be approved upon an affirmative majority vote.
3. Any amendment to the budget that results in an increase in the tuition rates, clinic slots, or fees for services shall adhere to the following procedures:
 - a. 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 to the budget.
 - b. All amendments shall be voted on by the Board at a second public meeting of the Board following the completion of step 3.a. by all Member Districts. Adoption shall require a majority vote.
 - c. The Treasurer shall certify and transmit the amended tuition rates, clinic slots 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, clinic slots and fees for services to Member Districts and non-Member Districts, when doing so is determined to be in the best interest of the Collaborative.

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

Any and all subsequent amendments and/or revisions to this Agreement voted by the Board shall be subject to approval in accordance with the following procedures:

1. Any Board Member or the Executive Director may propose an amendment to the Collaborative Agreement. An amendment must be prepared in order to admit a new Member District, or to document the withdrawal of a Member District.
2. The proposed amendment shall be included in the posting of a public meeting of the Board.
3. A majority vote of the quorum of the Board is required to approve a proposed amendment except that any amendment that includes the admission of a new district shall require a majority vote of the entire Board as indicated in Section IX; the withdrawal of a district membership shall require a two-thirds vote as indicated in Section X.2; and the termination of the Collaborative Agreement shall require a unanimous vote as indicated in Section XI.
4. The Executive Director shall submit the proposed amendment to the Department for initial review.
5. Following the Department review, the Executive Director shall make such changes as the Department requires.
6. The proposed amendment to the Agreement shall be read a second time at the next 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 except as detailed in Section 3 above. If the Board makes additional changes to the proposed amendment to the agreement, the document must be resubmitted to the Department for an additional review. Following the Department review and approval by the Board, the

amended Agreement shall be submitted to the Member Districts **and any new Member District(s)**, for a majority vote to approve the amended Agreement.

7. Once a majority of all Member Districts **and all new Member District(s)** have approved and signed the amended Agreement, the Collaborative shall submit the signed amended Agreement in accordance with 603 CMR 50.03(4) to the Commissioner for approval by the BESE.
8. No amendment to the Collaborative Agreement shall be effective until approved and authorized by a majority of the Member Districts and by the BESE, except that any amendment that includes the admission of a new district shall require **a two-thirds** vote as indicated in Section IX; the withdrawal of a district membership shall require a two-thirds vote as indicated in Section X.2; and the termination of the Collaborative Agreement shall require a unanimous vote as indicated in Section XI.

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS

A school district, through its School Committee, or Charter School Board may become a Member District of the Collaborative consistent with the following terms:

1. Any School Committee or Charter School Board may apply for membership to the Collaborative by giving written notice of such request to join to the attention of the President of the Board. A copy of the vote of the School Committee or Charter School Board vote to seek membership shall accompany the request to apply.
2. Such written request shall be brought before the Board for discussion and action.
3. The request will be reviewed and a decision will be rendered within approximately sixty (60) days of the receipt of the written request to become a Member District.
4. A new Member District may be accepted by **a majority vote of the entire Board**, subject to **majority vote of two-thirds of the Member School Committees**, acceptance of the amended Agreement by the new Member District and approval by the BESE. The Collaborative Agreement shall require an amendment consistent with Section VIII of this Agreement.
5. 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 BESE and Member Districts, 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.
6. Pending approval of the amendment by the BESE, the Board may by majority vote extend the rights, privileges and membership responsibilities, with the exception of voting, to the districts that have been approved for membership by the Board and Member Districts as of July 1st of the fiscal year that membership would begin. These privileges include the right to receive member tuition rates and access to all services provided to Member Districts. The school committee or charter school Board may designate a non-voting representative to the Board until BESE approval of the amendment and may contribute to discussions before the Board and receive all correspondence from the Collaborative. The rights and privileges extended to the pending district will be contingent upon fulfilling 1) the responsibility to commit to purchase at least one clinic slot per quarter as an annual requirement of membership and 2) the responsibility to attend Board meetings and participate in governance of the Collaborative (with the exception of voting on matters before the Board).

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

1. Any Member District, by appropriate vote, must give six (6) months written notice to the Board of READS Collaborative of its intent to withdraw from the Collaborative.
2. The Board must approve the withdrawal by a two-thirds vote. The Member Districts must approve the withdrawal by a majority vote consistent with the process for amending the Collaborative Agreement in Section VIII.
3. No Member District can withdraw membership except at the end of the fiscal year provided the six (6) months notice is given and provided that the BESE has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
4. No Member District who withdraws from the Collaborative shall be entitled to any asset of the Collaborative except that a withdrawing Member District shall be entitled to the tuition credit referenced in Section VII.D.5.b. The tuition credit for the withdrawing district may be applied to subsequent year tuition or paid to the withdrawing district in accordance with Section VII.D.5.b.
5. Any Member District or Member Charter School Board that withdraws will still be responsible for outstanding payments due to the Collaborative.
6. A Member District or Member Charter School Board that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its share of liability in the collaborative of any debts, claims, demands, or judgments against the Collaborative, incurred during said school committee's or charter school Board's membership based on percentage of fiscal participation during that membership.
7. The withdrawal of any Member District(s) shall require an amendment to the Collaborative Agreement consistent with Section VIII.

SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

1. The process to terminate the Collaborative must be initiated by following the process for amending the Collaborative Agreement as outlined in Section VIII except that in order for the Collaborative to be terminated, the Board must vote unanimously to begin the process to terminate the Agreement.
2. Each Member District must provide written evidence of approval by majority vote of the Member School Committee or Charter School Board to terminate this Agreement by sending an intent to terminate and a copy of the vote or approved minutes to the attention of the Executive Committee at least 9 months in advance of the end of the fiscal year.
3. The Board shall review the intent to terminate notices at the first meeting after a majority of School Committee votes have been received by the Executive Committee.
4. The Board shall take action to terminate the Agreement at the next subsequent Board meeting by a majority vote of the entire Board.
5. Written notice of intent to terminate will be provided to Non-Member Districts accessing the programs and services of the Collaborative, at least six (6) months before the end of such fiscal year.
6. Following the affirmative vote of all Member Districts to terminate the Collaborative Agreement, the Board shall submit the documentation required by 603 CMR 50.11 to the Department.

7. Upon termination of this Agreement, the Board shall:
 - a. Determine the fair market value of all assets of the collaborative, including, but not limited to, real estate, capital property, equipment, and supplies owned by the collaborative;
 - b. Determine the process for the appropriate disposition of federal/state funds, equipment and supplies;
 - c. Identify the Member District responsible for maintaining all fiscal records;
 - d. Identify the Member District(s) responsible for maintaining employee and program records;
 - e. Ensure the confidential return of records related to individual students to the sending Member or Non-Member Districts;
 - f. 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;
 - g. Provide for a final fiscal audit and ensure the appropriate disposition of all assets and liabilities 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 used to fund any liabilities. Net assets will be distributed to the Member Districts.
8. The Board will utilize a two-fold process to distribute net assets:
 - a. **Part I** of the process recognizes contributions of perpetual/existing Member Districts who have contributed to the development and expansion of the Collaborative over the past four decades. Perpetual/existing Member Districts are those included in the allocation figures below:

After all liabilities have been met and a final audit has been completed the net assets as determined by an audit performed as of June 30, 2013 are to be apportioned to the perpetual/existing Member Districts according to the following formula: Abington – 8%, Berkley – 1%, Bridgewater-Raynham Regional – 18%, Carver – 3%, Dighton-Rehoboth Regional – 6%, East Bridgewater – 3%, Freetown-Lakeville Regional – 8%, Marion – 1%, Mattapoisett – 4%, Middleborough – 11%, Rochester – 4%, Taunton – 22%, West Bridgewater – 11%.
 - b. **Part II** recognizes contributions of all districts who may become Member Districts after July 1, 2013.

After all liabilities have been met and a final audit has been completed the FY 13 net asset figure will be deducted and apportioned according to the formula in Part I. The remaining net assets will then be apportioned to all Member Districts at the time of termination of the Agreement based on fiscal contribution. The fiscal contribution is purely a calculation of percentage of fiscal participation in the Collaborative over the period of membership from July 1, 2013 to the date of dissolution.

Should the Department revoke and/or suspend the approval of the educational Collaborative Agreement, the Board will follow all instructions from the Department, and Section XI shall be implemented to the extent these procedures are consistent with the order of the Department terminating the Collaborative Agreement.

SECTION XII: INDEMNIFICATION

Neither the Executive Director nor any other employee of the Collaborative, nor any appointed representative to the Board, shall be liable to the Collaborative or to any Member District thereof for any act or omission of the Executive Director or any other employee of the Collaborative or any appointed representative to the Board, or be held personally liable in connection with the affairs of the Collaborative, except only for 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 other employee of the Collaborative nor any appointed representative to the Board or Member District 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 appointed representative to the Board, Member School Committee and the Executive Director or any other employee of the Collaborative 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 provision hereof, such appointed representative to the Board, Executive Director or any other employee of the Collaborative or Member School Committee 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 or any other employee of the Collaborative and his/her legal representatives and each appointed representative to the Board and his/her legal representatives, and each Member School Committee and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such appointed representative to the Board, Member School Committee or Executive Director or any other employee of the Collaborative or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as an appointed representative to the Board, Executive Director or any other employee of the Collaborative or Member School Committee, 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 representatives to the Board or Executive Director or any other employee of the Collaborative or Member School Committee may be entitled as a matter of law or which may be lawfully granted to him/her.

SECTION XIII: EFFECTIVE DATE

This Agreement shall become effective on July 1, 2023 and shall continue indefinitely, providing that all requisite approvals, including that of the Board of Elementary and Secondary Education have been obtained no later than April 30, 2023. This Agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose chairpersons have signed below.

Date approved by READS Collaborative Board of Directors: _____

Dates approved by Member School Committees and signatures:

Abington Public Schools	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Abington School Committee	Date
<hr/>	
Acushnet Public Schools	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Acushnet School Committee	Date
<hr/>	
Berkley Public Schools	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Berkley School Committee	Date
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Bridgewater-Raynham Regional School District	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Bridgewater-Raynham Regional School Committee	Date
<hr/>	
Bristol-Plymouth Regional Technical School District	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Bristol-Plymouth Regional Technical School Committee	Date

Carver Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Carver School Committee

Date

Dighton-Rehoboth Regional School District

Date of School Committee Vote

Signature of CHAIRPERSON of Dighton-Rehoboth
Regional School Committee

Date

East Bridgewater Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of East Bridgewater School Committee

Date

Freetown-Lakeville Regional School District

Date of School Committee Vote

Signature of CHAIRPERSON of Freetown-Lakeville
Regional School Committee

Date

Marion Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Marion School Committee

Date

Mattapoisett Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Mattapoisett School Committee

Date

Middleborough Public Schools	Date of School Committee Vote
Signature of CHAIRPERSON of Middleborough School Committee	Date
Norton Public Schools	Date of School Committee vote
Signature of CHAIRPERSON of Norton School Committee	Date
Rochester Public Schools	Date of School Committee vote
Signature of CHAIRPERSON of Rochester School Committee	Date
Somerset Public Schools	Date of School Committee Vote
Signature of CHAIRPERSON of Somerset School Committee	Date
Somerset-Berkley Regional School District	Date of School Committee Vote
Signature of CHAIRPERSON of Somerset-Berkley Regional School Committee	Date
Taunton Public Schools	Date of School Committee Vote
Signature of CHAIRPERSON of Taunton School Committee	Date
West Bridgewater Public Schools	Date of School Committee Vote
Signature of CHAIRPERSON of West Bridgewater Regional School Committee	Date

**Approved on behalf of the Massachusetts Board of Elementary and Secondary Education,
by the Commissioner of Elementary and Secondary Education:**

Commissioner of the Department of Elementary and Secondary Education **Date**



READS Collaborative

105 East Grove St., Middleboro, MA 02346

REGIONAL EDUCATIONAL ASSESSMENT AND DIAGNOSTIC SERVICES (READS) COLLABORATIVE AGREEMENT

Pursuant to M.G.L. c. 40, § 4E.

PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement (herein, “Agreement”) of the Regional Educational Assessment and Diagnostic Services (READS) Collaborative (herein, “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 Agreement shall be effective upon approval by the Massachusetts Board of Elementary and Secondary Education (hereinafter “BESE”).

This Agreement replaces the original Agreement dated December 15, 1987, as most recently amended on July 1, 2011, entered into by and between the school committees listed in Section I (herein, the “Member Districts”) and will be effective upon the approval of the Member Districts and the BESE as indicated on the signatory page.

SECTION I: MEMBERSHIP

The membership of READS Collaborative, as of the effective date of this Agreement, includes the school committees from the following districts (herein after “Member Districts”), as indicated by the signatures of the chairs of the school committees:

1. School Committee for the Abington Public Schools
2. School Committee for the Acushnet Public Schools
3. School Committee for the Berkley Public Schools
4. School Committee for the Bridgewater-Raynham Regional School District
5. School Committee for the Bristol-Plymouth Regional Technical School District
6. School Committee for the Carver Public Schools
7. School Committee for the Dighton-Rehoboth Regional School District
8. School Committee for the East Bridgewater Public Schools
9. School Committee for the Freetown-Lakeville Regional School District
10. School Committee for the Marion Public Schools
11. School Committee for the Mattapoisett Public Schools
12. School Committee for the Middleborough Public Schools
13. School Committee for the Norton Public Schools
14. School Committee for the Rochester Public Schools
15. School Committee for the Somerset Public Schools
16. School Committee for the Somerset-Berkley Regional School District
17. School Committee for the Taunton Public Schools

18. School Committee for the West Bridgewater Public Schools

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

READS Collaborative is focused on the mission to provide high quality, cost-effective educational programs and services for all students to prepare them for higher education or a career.

The purpose of READS Collaborative is to complement the educational programs of local school districts and to respond to additional needs of Member Districts as determined by the Board of Directors (herein, “the Board”). Such programs and/or services maximize cost efficiency and program effectiveness through a Collaborative effort. Notwithstanding any other provision of these articles, the Collaborative is organized exclusively for education 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 an 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 the 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. The focus of READS Collaborative is the provision and creation of special education programs and services in the least restrictive environment, the provision of diagnostic assessments for children within the local communities, and the delivery of professional development for educators.

The overall objectives of READS Collaborative are:

1. to complement the educational programs and services of districts in a cost-effective manner;
2. to improve the academic growth of students;
3. to provide a range of diagnostic educational assessments for local districts;
4. to offer quality professional development opportunities to general and special education teachers and related service providers; and
5. to expand program and services in a manner consistent with the needs of the Member Districts.

READS 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 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 districts in a cost-effective manner:

1. Day school placements and other programs and services for students
2. Therapeutic consultation, assessment, intervention and support
3. Diagnostic testing, evaluation and recommendation
4. Professional development
5. Grant applications and activities
6. Cost-effective services for billing and/or purchasing

7. Other cost-effective services as determined by the Board of Directors as permitted by M.G.L. c. 40, § 4E; 603 CMR 50.00.

SECTION IV: GOVERNANCE

1. The Collaborative shall be managed and operated by a Board of Directors (hereinafter “the Board”) whose members are appointed annually by the Member Districts.
2. The Board shall be comprised of the Superintendent of each of the Member Districts (hereinafter known as Board Members) and an individual appointed by the Commissioner of Elementary and Secondary Education. Each Board Member shall be entitled to one vote on any matter which comes before the Board. The Commissioner’s representative shall be entitled to one vote.
3. The Board shall have all the powers and duties conferred and imposed upon educational Collaborative Boards by law, BESE policy and regulation, and this Agreement.
4. The Board shall establish an advisory committee known as the Middle Management Team, comprised of each Member District’s Special Education Administrator. The purpose of the Middle Management Team shall be to advise the Board regarding programmatic issues related to the special education of students enrolled in the Collaborative.
5. The Board shall meet at least 6 times per year to conduct its business, one meeting of which shall be a joint meeting with the Middle Management Team. A majority of the superintendents serving on the Board shall constitute a quorum at any meeting. A majority vote of the quorum shall be necessary to pass any resolution, policy or procedure brought before the Board, except in those cases where a two-thirds vote or a unanimous vote of the entire Board is necessary under the stipulations provided for within this Agreement.
6. The Board shall conduct all meetings in accordance with Chapter 30A, §§ 18 - 25 of the Massachusetts General Laws (Open Meeting Law).
7. The Board shall select and employ an executive officer (hereinafter known as the Executive Director), who shall serve under the general direction of the Board and who shall be responsible for the daily operation and supervision of the Collaborative. The Board shall delegate authority to the Executive Director to the extent permitted by applicable law and regulation.
8. The Board shall develop policies and shall operate in accordance with those policies.
9. The Board shall annually elect or appoint an Executive Committee consisting of a President, Vice-President and Secretary/Clerk.

SECTION V: CONDITIONS OF MEMBERSHIP

1. Each Member District shall commit to purchase one clinic slot per quarter as an annual requirement of membership in the Collaborative. READS Collaborative does not assess a membership fee.
2. Each Board Member shall be responsible for providing timely information and updates to its appointing Member District(s) on Collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.

3. Each Board Member shall be an active and engaged voting member of the Board and shall attend scheduled meetings and fulfill all duties as may be required by the Board , 603 CMR 50.00 and the Collaborative Agreement.
 - a. The attendance of a Board Member who is absent from 50% or more of scheduled Board meetings over a two-year period will be documented and brought to the attention of said Board Member by the President of the Board.
 - b. If the Board Member continues to be absent from READS Board of Directors' meetings, the Executive Director will meet with the Executive Committee of the Board of Directors. Attendance of the Board Member at meetings over the previous two-year period and since the letter of notice was sent by the President will be reviewed. The impact on the ability to achieve a quorum to complete Collaborative business will be reviewed.
 - c. The Executive Committee will decide by majority vote to draft a letter to the Board Member notifying them that the lack of participation of their district will be brought to the attention of the READS Board of Directors at their next scheduled meeting.
 - d. The Board will decide by majority vote to send a letter to the Chairperson of the Member District notifying them of the lack of attendance of the Member District's appointee at Collaborative Board meetings and the resulting impact on votes and the work of the Collaborative.
4. All appointed Board Members are required to attend the mandated training in the timeframe set forth in M.G.L. c. 40, § 4E and 603 CMR 50.05(3) and 50.12(3).

SECTION VI: POWERS AND DUTIES OF THE BOARD

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

1. It is the function and responsibility of the Board to formulate policy for the Collaborative, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
2. The READS Collaborative shall be a public entity.
3. The Board shall be vested with the authority to enter into agreements with Member Districts, non-Member Districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
4. The Board shall be responsible for:
 - a. ensuring adherence to this Collaborative Agreement (herein "Agreement") and progress toward achieving the purposes and objectives set forth in the Agreement;
 - b. determining the cost-effectiveness of programs and services offered by the Collaborative;
 - c. ensuring that any borrowing, loans, or mortgages are cost-effective, necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts, and consistent with the terms of this Agreement, including the provisions of Section VII.C; and

- d. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate.
5. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
6. The Board is a public employer and shall ensure that all employees possess the necessary and required credentials and approvals, 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. The Board may apply for a waiver to exempt the Collaborative Board for any one school year from the requirement to employ certified or approved personnel in accordance with M.G.L. c. 40, § 4E.
7. 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. Ch. 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 a Board Member or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40, § 4E.
8. The Board shall appoint an appropriate individual to serve as the Treasurer. The Treasurer of the Board may make appropriate investments of the money of the Collaborative consistent with Section 55B of chapter 44.
9. The Treasurer shall give bond annually for the services he/she performs as the Collaborative Treasurer in a form approved by the Department of Revenue and in such sum, not less than the amount established by said Department, as shall be fixed by the Board.
10. The Board may, in its discretion, pay compensation to the Treasurer for his/her services.
11. The Treasurer of the Collaborative shall not be eligible to serve as a Board Member or otherwise as an employee of the Collaborative.
12. The Board shall ensure that no employee of the Collaborative is employed at any related for-profit or non-profit organization.
13. All deeds, leases, transfers, notes, bonds, and other obligations endorsed by the Collaborative, as approved by majority vote of the Board, shall be signed by the President and the Treasurer.
14. The Board Members, Executive Director and employees of the Collaborative shall not be personally liable for any debt, liability, or obligation of the Collaborative.
15. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Collaborative may look only to the funds and property of the Collaborative for the payment of any debt, damages, judgment or decree, or for any money that may otherwise become due or payable to them from the Collaborative.
16. The Board shall ensure that the Collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing information, reports or documents as the Department of Elementary and Secondary Education (herein, “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.

SECTION VII: FINANCE

A. Financial Terms

1. Each Member District shall commit to purchase one clinic slot per quarter as a requirement of membership in the Collaborative as noted in Section V.1.
2. The annual share of each Member District for tuition is based on Member District participation in an individual tuition-based program. The tuition shall be assessed per each student projected to be in a tuition-based program for the fiscal year. The tuition for each individual program is determined based on projected expenses for the program divided by the number of students projected for enrollment in that program.
3. The Board shall have the authority to borrow money in anticipation of income up to ninety (90) days to meet ongoing payroll obligations. A school committee of any city, town, or regional district may authorize the prepayment of tuition for any educational program or service of the Collaborative to the Treasurer of the Collaborative.
4. The Collaborative shall pay all its accrued debts within thirty (30) days of the notification/receipt of said bills on a no less than monthly basis.
5. The programs and/or services offered by this Agreement may be made available to children from districts who are not parties to this Agreement only if the particular program or service to which entrance/utilization is sought can entertain the addition of another child without burdening or interfering in any way with the program or service's operation and/or delivery.
6. There will be a fifteen (15) percent surcharge on all program tuitions, clinic services and related services provided to Non-Member Districts in order to offset administrative costs and to contain costs for Member Districts.
7. The Board may, by majority vote, apply for and accept gifts, grants, enter into contracts or receive contributions from governmental and private sources, whether in cash or in kind.
8. The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. Collaborative Fund

1. The Board herein agrees to establish and manage a Collaborative fund, known as the READS Fund (hereinafter known as the Fund).
2. The Fund shall be the depository of all monies paid by the Member Districts and Non-Member Districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the Collaborative Board and deposited in the fund.
3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the Collaborative, without further appropriation.

4. All payments must be approved in accordance with the READS procedure for warrant signing which includes a requirement that all warrants be signed by two of the three Board Members of the Executive Committee.
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 fixed assets including 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 or 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 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. Cumulative 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 audited 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, or any amounts prepaid for tuition or services in accordance with M.G.L. c. 40, § 4E.
2. 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.
3. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5) (b)10.
4. The Board shall determine whether such final dollar amount of surplus funds is within the established 25 percent limit, and whether the funds will be retained by

the Collaborative or whether all or some portion will be refunded to the Member Districts or credited to support programs and services offered to Member Districts. The Board shall approve, by majority vote, the amount of funds to return to Member Districts in the form of Clinic Credit and Tuition Credit.

5. Funds designated by the Board for return to the Member Districts will be returned to Member Districts based on the following process:
 - a. Clinic credit: At no later than the second regularly scheduled meeting of the school year, following receipt of the previous year's audit, the Board shall approve, by majority vote, the total surplus revenue from all clinic services and accumulated bank interest (excluding interest on funds deposited in a capital reserve as provided for in 603 CMR 50.07(10) and funds deposited in trust in accordance with M.G.L. c. 32B, § 20) for the previous fiscal year. The total surplus revenue as defined in the immediately preceding sentence shall be applied equally to reduce the cost of each committed clinic slot of Member Districts for the fiscal year in which the vote is taken. Committed clinic slots are those clinic evaluation slots that are a condition of membership and any additional slots that the Member Districts had committed to purchasing for the fiscal year.
 - b. Tuition credit: The net surplus remaining after the cumulative surplus amount has been voted and the clinic credit has been voted will be allocated as tuition credit. At no later than the second regularly scheduled meeting of the school year, following receipt of the previous year's audit, the Board shall vote the total tuition credit. Each Member District shall receive a percentage of the tuition credit for each program based on the enrollment percentage in the corresponding programs. Member Districts may apply their tuition credit to any Collaborative services or tuitions in the year the vote is taken or request a refund of the credit amount.
6. Upon withdrawal of a Member District, the Board shall insure that the withdrawing Member District shares in any payments from funds designated by the Board for return as Tuition credit as defined in Section VII.D.5.b. to its Member Districts for the current fiscal year only. Other than funds designated by the Board for return to the Member Districts, individual Member Districts choosing to withdraw will not be entitled to receive a share of any other assets of the Collaborative.

E. Annual Budget Preparation

On an annual basis the Board shall propose a budget for the upcoming fiscal year. The proposed budget shall contain all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve, to be paid from general fund revenues of the Collaborative. All funds received for the operation of the Collaborative shall be considered general fund revenues with the exception of grants, contracts, or gifts. The annual budget is prepared as early as possible in the previous fiscal year to allow Member Districts to build their own budget, knowledgeable of the Collaborative tuitions. The process is as follows:

1. By April 30 of each year, the Board shall adopt a budget for the upcoming fiscal year. The Board shall identify the programs or services to be offered by the Collaborative in the upcoming fiscal year and the corresponding costs.
2. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
3. 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, and capital expenditures, including debt service payments and deposits to capital reserve.
4. As applicable, capital expenses shall be included in the budget and paid through tuition or fees for programs which they benefit. Capital expenses are defined as the acquisition or improvement of 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 in accordance with 603 CMR 50.02.
5. The proposed budget process used to determine tuition prices for Member District and Non-Member District students, as well as the methodology to determine fees for services and clinic slots is based on the cost of providing Collaborative programs as described below.
 - a. The Executive Director annually determines the projected expenses necessary for each Collaborative program during the next fiscal year, based on an estimate of projected student enrollment in programs and projected Agreements for services.
 - b. The Executive Director identifies the next fiscal year's projected revenue from each funding source. These include a summary of projected receipts from tuitions and fees, grant funds and funds other than general fund revenues (i.e. donations, interest and investment income) based on the current fiscal year.
 - c. The Executive Director determines the total increase or decrease in required revenue needed to balance the overall budget by comparing anticipated revenue with expenses.
 - d. Program Directors present the preliminary budget to their individual Middle Management sub-committees which review and endorse the budget.
 - e. The Executive Director presents the preliminary budget to the full Middle Management Team for endorsement.
 - f. The Executive Director presents the preliminary budget to a joint meeting of the President of the Board, the Personnel Subcommittee of the Board and Finance Sub-Committee of the Board.
6. The Executive Director shall present the preliminary budget to the full Board for discussion and shall propose tuition rates and fees needed to balance the budget.
7. 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.

F. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget, the fees for service, the committed clinic slot cost for membership and the tuition rates for the upcoming fiscal year to each Member District not later than June 30 of the preceding fiscal year.
2. The Collaborative shall invoice Member and Non-Member Districts on a quarterly basis, ninety (90) days in advance for all clinic slot payments and tuition payments. All fees-for-service are billed monthly. Payment shall be received by the Collaborative within 30 days of billing.

G. Procedure for Amending the Budget:

1. All budget amendments must be in writing and must be submitted to the Executive Director five working days before the Board meeting at which they will be discussed.
2. Any amendment that does not result in an increase in the tuition rates or fees for services shall be discussed by the Board and shall only be approved upon an affirmative majority vote.
3. Any amendment to the budget that results in an increase in the tuition rates, clinic slots, or fees for services shall adhere to the following procedures:
 - a. 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 to the budget.
 - b. All amendments shall be voted on by the Board at a second public meeting of the Board following the completion of step 3.a. by all Member Districts. Adoption shall require a majority vote.
 - c. The Treasurer shall certify and transmit the amended tuition rates, clinic slots and fees for services to each Member District not later than ten (10) working days following the affirmative vote of the Board.
 - d. The Board has the authority to reduce tuition rates, clinic slots and fees for services to Member Districts and non-Member Districts, when doing so is determined to be in the best interest of the Collaborative.

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

Any and all subsequent amendments and/or revisions to this Agreement voted by the Board shall be subject to approval in accordance with the following procedures:

1. Any Board Member or the Executive Director may propose an amendment to the Collaborative Agreement. An amendment must be prepared in order to admit a new Member District, or to document the withdrawal of a Member District.
2. The proposed amendment shall be included in the posting of a public meeting of the Board.
3. A majority vote of the Board is required to approve a proposed amendment except that any amendment that includes the admission of a new district shall require a unanimous vote as indicated in Section IX; the withdrawal of a district membership shall require a

two-thirds vote as indicated in Section X.2; and the termination of the Collaborative Agreement shall require a unanimous vote as indicated in Section XI.

4. The Executive Director shall submit the proposed amendment to the Department for initial review.
5. Following the Department review, the Executive Director shall make such changes as the Department requires.
6. The proposed amendment to the Agreement shall be read a second time at the regular meeting next subsequent to the Department review, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment except as detailed in Section 3 above. Following approval by the Board, the amended Agreement shall be submitted to the Member Districts for a majority vote to approve the amended Agreement.
7. Once a majority of all Member Districts has approved and signed the amended Agreement, the Collaborative shall submit the signed amended Agreement in accordance with 603 CMR 50.03(4) to the Commissioner of Elementary and Secondary Education for approval by the BESE.
8. No amendment to the Collaborative Agreement shall be effective until approved and authorized by a majority of the Member Districts and by the BESE, except that any amendment that includes the admission of a new district shall require a unanimous vote as indicated in Section IX; the withdrawal of a district membership shall require a two-thirds vote as indicated in Section X.2; and the termination of the Collaborative Agreement shall require a unanimous vote as indicated in Section XI.

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS

A school district, through its School Committee, or Charter School Board may become a Member District of the Collaborative consistent with the following terms:

1. Any School Committee or Charter School Board may apply for membership to the Collaborative by giving written notice of such request to join to the attention of the President of the Board. A copy of the vote of the School Committee or Charter School Board vote to seek membership shall accompany the request to apply.
2. Such written request shall be brought before the Board for discussion and action.
3. The request will be reviewed and a decision will be rendered within approximately sixty (60) days of the receipt of the written request to become a Member District.
4. A new Member District may be accepted only by the unanimous vote of the entire Board, subject to the unanimous vote of the Member Districts, acceptance of the amended Agreement by the new Member District and approval by the BESE. The Collaborative Agreement shall require an amendment consistent with Section VIII of this Agreement.
5. 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 BESE and Member Districts, 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.
6. Pending approval of the amendment by the BESE, the Board may by majority vote extend the rights, privileges and membership responsibilities, with the exception of

voting, to the districts that have been approved for membership by the Board and Member Districts as of July 1st of the fiscal year that membership would begin. These privileges include the right to receive member tuition rates and access to all services provided to Member Districts. The school committee or charter school Board may designate a non-voting representative to the Board until BESE approval of the amendment and may contribute to discussions before the Board and receive all correspondence from the Collaborative. The rights and privileges extended to the pending district will be contingent upon fulfilling 1) the responsibility to commit to purchase at least one clinic slot per quarter as an annual requirement of membership and 2) the responsibility to attend Board meetings and participate in governance of the Collaborative (with the exception of voting on matters before the Board).

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

1. Any Member District, by appropriate vote, must give six (6) months written notice to the Board of READS Collaborative of its intent to withdraw from the Collaborative.
2. The Board must approve the withdrawal by a two-thirds vote. The Member Districts must approve the withdrawal by a majority vote consistent with the process for amending the Collaborative Agreement in Section VIII.
3. No Member District can withdraw membership except at the end of the fiscal year provided the six (6) months notice is given and provided that the BESE has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
4. No Member District who withdraws from the Collaborative shall be entitled to any asset of the Collaborative except that a withdrawing Member District shall be entitled to the tuition credit referenced in Section VII.D.5.b. The tuition credit for the withdrawing district may be applied to subsequent year tuition or paid to the withdrawing district in accordance with Section VII.D.5.b.
5. Any Member District or Member Charter School Board that withdraws will still be responsible for outstanding payments due to the Collaborative.
6. A Member District or Member Charter School Board that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its share of liability in the collaborative of any debts, claims, demands, or judgments against the Collaborative, incurred during said school committee's or charter school Board's membership based on percentage of fiscal participation during that membership.
7. The withdrawal of any Member District(s) shall require an amendment to the Collaborative Agreement consistent with Section VIII.

SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

1. The process to terminate the Collaborative must be initiated by following the process for amending the Collaborative Agreement as outlined in Section VIII except that in order for the Collaborative to be terminated, the Board must vote unanimously to begin the process to terminate the Agreement. Each Member District must provide written evidence

of approval by vote of School Committee or Charter School Board to terminate this Agreement.

2. This Agreement may be terminated at the end of any fiscal year provided that each Member District has given written notice of its intent to terminate to every other party to this Agreement, and to Non-Member Districts accessing the programs and services of the Collaborative, at least six (6) months before the end of such fiscal year.
3. Following the affirmative vote of the all Member Districts to terminate the Collaborative Agreement, the Board shall submit the documentation required by 603 CMR 50.11 to the Department.
4. Upon termination of this Agreement, the Board shall:
 - a. Determine the fair market value of all assets of the collaborative, including, but not limited to, real estate, capital property, equipment, and supplies owned by the collaborative;
 - b. Determine the process for the appropriate disposition of federal/state funds, equipment and supplies;
 - c. Identify the Member District responsible for maintaining all fiscal records;
 - d. Identify the Member District(s) responsible for maintaining employee and program records;
 - e. Ensure the confidential return of records related to individual students to the sending Member or Non-Member Districts;
 - f. 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;
 - g. Provide for a final fiscal audit and ensure the appropriate disposition of all assets and liabilities 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 used to fund any liabilities. Net assets will be distributed to the Member Districts.
5. The Board will utilize a two-fold process to distribute net assets:
 - a. **Part I** of the process recognizes contributions of perpetual/existing Member Districts who have contributed to the development and expansion of the Collaborative over the past four decades. Perpetual/existing Member Districts are those included in the allocation figures below:
After all liabilities have been met and a final audit has been completed the net assets as determined by an audit performed as of June 30, 2013 are to be apportioned to the perpetual/existing Member Districts according to the following formula: Abington – 8%, Berkley – 1%, Bridgewater-Raynham Regional – 18%, Carver – 3%, Dighton-Rehoboth Regional – 6%, East Bridgewater – 3%, Freetown-Lakeville Regional – 8%, Marion – 1%, Mattapoisett – 4%, Middleborough – 11%, Rochester – 4%, Taunton – 22%, West Bridgewater – 11%.
 - b. **Part II** recognizes contributions of all districts who may become Member Districts after July 1, 2013.

After all liabilities have been met and a final audit has been completed the FY 13 net asset figure will be deducted and apportioned according to the formula in Part I. The remaining net assets will then be apportioned to all Member Districts at the time of termination of the Agreement based on fiscal contribution. The fiscal contribution is purely a calculation of percentage of fiscal participation in the Collaborative over the period of membership from July 1, 2013 to the date of dissolution.

Should the Department revoke and/or suspend the approval of the educational Collaborative Agreement, the Board will follow all instructions from the Department, and Section XI shall be implemented to the extent these procedures are consistent with the order of the Department terminating the Collaborative Agreement.

SECTION XII: INDEMNIFICATION

Neither the Executive Director nor any other employee of the Collaborative, nor any appointed representative to the Board, shall be liable to the Collaborative or to any Member District thereof for any act or omission of the Executive Director or any other employee of the Collaborative or any appointed representative to the Board, or be held personally liable in connection with the affairs of the Collaborative, except only for 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 other employee of the Collaborative nor any appointed representative to the Board or Member District 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 appointed representative to the Board, Member School Committee and the Executive Director or any other employee of the Collaborative 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 provision hereof, such appointed representative to the Board, Executive Director or any other employee of the Collaborative or Member School Committee 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 or any other employee of the Collaborative and his/her legal representatives and each appointed representative to the Board and his/her legal representatives, and each Member School Committee and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such appointed representative to the Board, Member School Committee or Executive Director or any other employee of the Collaborative or his/its legal representatives may be made a party or otherwise involved by reason of

his/its capacity as an appointed representative to the Board, Executive Director or any other employee of the Collaborative or Member School Committee, 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 representatives to the Board or Executive Director or any other employee of the Collaborative or Member School Committee may be entitled as a matter of law or which may be lawfully granted to him/her.

SECTION XIII: EFFECTIVE DATE

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 approved by READS Collaborative Board of directors: _____

Dates approved by Member School Committees and signatures:

Member District	_____
	Date of School Committee vote
_____ Signature of CHAIRPERSON of Member District	_____ Date
Member District	_____
	Date of School Committee vote
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Signature of CHAIRPERSON of Member District	Date
Member District	Date of School Committee vote

Approved by the Board of Elementary and Secondary Education:

Commissioner of the Department of Elementary and Secondary Education	Date
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READS Collaborative

105 East Grove St., Middleboro, MA 02346

REGIONAL EDUCATIONAL ASSESSMENT AND DIAGNOSTIC SERVICES (READS) COLLABORATIVE AGREEMENT

Pursuant to M.G.L. c. 40, § 4E.

PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement (herein, “Agreement”) of the Regional Educational Assessment and Diagnostic Services (READS) Collaborative (herein, “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 Agreement shall be effective upon approval by the Massachusetts Board of Elementary and Secondary Education (hereinafter “BESE”).

This Agreement replaces the original Agreement dated December 15, 1987, as most recently amended on March 20, 2014, entered into by and between the school committees listed in Section I (herein, the “Member Districts”) and will be effective upon the approval of the Member Districts and the BESE as indicated on the signatory page.

SECTION I: MEMBERSHIP

The membership of READS Collaborative, as of the effective date of this Agreement, includes the school committees from the following districts (herein after “Member Districts”), as indicated by the signatures of the chairs of the school committees:

1. School Committee for the Abington Public Schools
2. School Committee for the Acushnet Public Schools
3. School Committee for the Berkley Public Schools
4. School Committee for the Bridgewater-Raynham Regional School District
5. School Committee for the Bristol-Plymouth Regional Technical School District
6. School Committee for the Carver Public Schools
7. School Committee for the Dighton-Rehoboth Regional School District
8. School Committee for the East Bridgewater Public Schools
9. School Committee for the Freetown-Lakeville Regional School District
10. School Committee for the Marion Public Schools
11. School Committee for the Mattapoisett Public Schools
12. School Committee for the Middleborough Public Schools
13. School Committee for the Norton Public Schools
14. School Committee for the Rochester Public Schools
15. School Committee for the Somerset Public Schools
16. School Committee for the Somerset-Berkley Regional School District
17. School Committee for the Taunton Public Schools
18. School Committee for the West Bridgewater Public Schools

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

READS Collaborative is focused on the mission to provide high quality, cost-effective educational programs and services for all students to prepare them for higher education or a career.

The purpose of READS Collaborative is to complement the educational programs of local school districts and to respond to additional needs of Member Districts as determined by the Board of Directors (herein, "the Board"). Such programs and/or services maximize cost efficiency and program effectiveness through a Collaborative effort. Notwithstanding any other provision of these articles, the Collaborative is organized exclusively for education 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 an 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 the 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. The focus of READS Collaborative is to provide quality services that improve the lives and futures of children with disabilities as a collaboration with Member Districts.

The overall objectives of READS Collaborative are:

1. to complement the educational programs and services of districts in the least restrictive environment in a cost-effective manner;
2. to improve the growth of students in academics, social-emotional skills, communication and well-being;
3. to provide a range of diagnostic and educational assessments for students from districts in the southeast region;
4. to offer quality professional development opportunities to general and special education teachers, related service providers, and administrators; and
5. to expand program and services in a manner consistent with the needs of the students and/or the Member Districts.

READS Collaborative does not discriminate on the basis of race, sex, color, religion, sexual orientation, gender identity, age, disability, national or ethnic origin, status as a veteran, limited English speaking ability or any other protected class 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 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 districts in a cost-effective manner:

1. Approved Public Day school placements
2. Specialized Substantially Separate Programs
3. Wraparound Services
4. Other programs and services for students as requested by Member Districts
5. Therapeutic consultation, assessment, intervention and support
6. Diagnostic and educational testing, evaluation and recommendation
7. Professional development
8. Grant applications and activities

9. Other cost-effective services as determined by the Board of Directors as permitted by M.G.L. c. 40, § 4E; 603 CMR 50.00.

SECTION IV: GOVERNANCE

1. The Collaborative shall be managed and operated by a Board of Directors (hereinafter “the Board”) whose members are appointed annually by the Member Districts.
2. The Board shall be comprised of the Superintendent of each of the Member Districts (hereinafter known as Board Members)The superintendent of each Member District shall be appointed to represent their Member District(s) to serve on the Board, and be entitled to a single vote for each district they represent. The Commissioner of the Department of Elementary and Secondary Education (herein Commissioner), shall appoint an individual to serve as liaison from the Department of Elementary and Secondary Education (herein Department) to the READS Collaborative Board of Directors.
3. The Board shall have all the powers and duties conferred and imposed upon educational Collaborative Boards by law, BESE policy and regulation, and this Agreement.
4. The Board shall annually elect or appoint an Executive Committee which shall consist of a President (who serves as the Board Chair), a Vice-President and a Secretary/Clerk. In successive years, the Vice-President shall move up to the position of President and the Secretary/Clerk shall move up to the position of Vice-President. A new Secretary/Clerk shall be nominated and appointed by a majority vote of the Board in June, but no later than September, of each year. The Board will vote to recognize the new Executive Committee at the first Board meeting in September. The new Executive Committee shall commence responsibilities after the vote.
5. The Board shall establish an advisory committee known as the Special Education Administrators (SEA), composed of each Member District’s Special Education Administrator. The purpose of the SEA shall be to advise the Board regarding programmatic issues related to the special education of students enrolled in the Collaborative and to review the program budgets.
6. The Board shall meet at least 6 times per year to conduct its business, one meeting of which shall be a joint meeting with the SEA. The superintendent appointed by each Member District shall count as a Board member for each district they represent. A majority of the Superintendents serving on the Board shall constitute a quorum at any meeting. A majority vote of the quorum shall be necessary to pass any resolution, policy or procedure brought before the Board, except in those cases where a two-thirds vote or a unanimous vote of the entire Board is necessary under the stipulations provided for within this Agreement.
7. The Board shall conduct all meetings in accordance with Chapter 30A, §§ 18 - 25 of the Massachusetts General Laws (Open Meeting Law).
8. The Board shall select and employ an executive officer (hereinafter known as the Executive Director), who shall serve under the general direction of the Board and who shall be responsible for the daily operation and supervision of the Collaborative. The Board shall delegate authority to the Executive Director to the extent permitted by applicable law and regulation.
9. The Board shall develop policies and shall operate in accordance with those policies.

SECTION V: CONDITIONS OF MEMBERSHIP

1. Each Member District shall commit to purchase one clinic slot per quarter as an annual requirement of membership in the Collaborative. READS Collaborative does not assess a membership fee.
2. Each Board Member shall be responsible for providing timely information and updates to its appointing Member District(s) on Collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.
3. Each Board Member shall be an active and engaged voting member of the Board and shall attend scheduled meetings and fulfill all duties as may be required by the Board, 603 CMR 50.00 and the Collaborative Agreement.
 - a. The attendance of a Board Member who is absent from 50% or more of scheduled Board meetings over a two-year period will be documented and brought to the attention of said Board Member by the President of the Board.
 - b. The Executive Committee will decide by majority vote to draft a letter to the Board Member notifying them that the lack of participation of their district will be brought to the attention of the READS Board of Directors at their next scheduled meeting.
 - c. If the Board Member continues to be absent from READS Board of Directors' meetings, the Executive Director will meet with the Executive Committee of the Board of Directors. Attendance of the Board Member at meetings over the previous two-year period and since the letter of notice was sent by the President will be reviewed. The impact on the ability to achieve a quorum to complete Collaborative business will be reviewed and a recommendation will be provided to the Board.
 - d. The Board will decide by majority vote to send a letter to the Chairperson of the Member District's School Committee notifying them of the lack of attendance of the Member District's appointee at Collaborative Board meetings and the resulting impact on votes and the work of the Collaborative.
4. All appointed Board Members are required to complete the state-mandated training in the timeframe set forth in M.G.L. c. 40, § 4E and 603 CMR 50.05(3) and 50.12(3).

SECTION VI: POWERS AND DUTIES OF THE BOARD

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

1. It is the function and responsibility of the Board to formulate policy for the Collaborative, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
2. The READS Collaborative shall be a public entity.
3. The Board shall be vested with the authority to enter into agreements with Member Districts, non-Member Districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
4. The Board shall be responsible for:
 - a. ensuring adherence to this Collaborative Agreement (herein "Agreement") and progress toward achieving the purposes and objectives set forth in the Agreement;

- b. determining the cost-effectiveness of programs and services offered by the Collaborative;
 - c. ensuring that any borrowing, loans, or mortgages are cost-effective, necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts, and consistent with the terms of this Agreement, including the provisions of Section VII.C; and
 - d. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate.
5. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
6. The Board is a public employer and shall ensure that all employees possess the necessary and required credentials and approvals, 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. The Board may apply for a waiver to exempt the Collaborative Board for any one school year from the requirement to employ certified or approved personnel in accordance with M.G.L. c. 40, § 4E.
7. 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. Ch. 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 a Board Member or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40, § 4E.
8. The Board shall appoint an appropriate individual to serve as the Treasurer. The Treasurer of the Board may make appropriate investments of the money of the Collaborative consistent with Section 55B of chapter 44.
9. The Treasurer shall give bond annually for the services they perform as the Collaborative Treasurer in a form approved by the Department of Revenue and in such sum, not less than the amount established by said Department, as shall be fixed by the Board.
10. The Board may, in its discretion, pay compensation to the Treasurer for their services.
11. The Treasurer of the Collaborative shall not be eligible to serve as a Board Member or otherwise as an employee of the Collaborative.
12. The Board shall ensure that no employee of the Collaborative is employed at any related for-profit or non-profit organization.
13. All deeds, leases, transfers, notes, bonds, and other obligations endorsed by the Collaborative, as approved by majority vote of the Board, shall be signed by the President and the Treasurer.
14. The Board Members, Executive Director and employees of the Collaborative shall not be personally liable for any debt, liability, or obligation of the Collaborative.
15. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Collaborative may look only to the funds and property of the Collaborative for the payment of any debt, damages, judgment or decree, or for any money that may otherwise become due or payable to them from the Collaborative.
16. The Board shall ensure that the Collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing

information, reports or documents as the Department deems necessary. The Board shall ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the Collaborative's website, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.

SECTION VII: FINANCE

A. Financial Terms

1. Each Member District shall commit to purchase one clinic slot per quarter as a requirement of membership in the Collaborative as noted in Section V.1.
2. The annual share of each Member District for tuition is based on Member District participation in an individual tuition-based program. The tuition shall be assessed per each student projected to be in a tuition-based program for the fiscal year. The tuition for each individual program is determined based on projected expenses for the program and an allocation for administrative costs, then divided by the number of students projected for enrollment in that program.
3. The Board shall have the authority to borrow money in anticipation of income up to ninety (90) days to meet ongoing payroll obligations.
4. A school committee of any city, town, or regional district may authorize the prepayment of tuition for any educational program or service of the Collaborative to the Treasurer of the Collaborative.
5. The Collaborative shall pay all its accrued debts within thirty (30) days of the notification/receipt of said bills on a no less than monthly basis.
6. The programs and/or services offered by this Agreement may be made available to children from districts who are not parties to this Agreement only if the particular program or service to which entrance/utilization is sought can entertain the addition of another child without burdening or interfering in any way with the program or service's operation and/or delivery.
7. The Board shall vote annually to establish the rate of the Non-Member surcharge on all program tuitions, clinic services and related services provided to Non-Member Districts in order to offset administrative costs and to contain costs for Member Districts. This surcharge shall not exceed 25%.
8. The Board may, by majority vote, apply for and accept gifts, grants, enter into contracts or receive contributions from governmental and private sources, whether in cash or in kind.
9. The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. Collaborative Fund

1. The Board herein agrees to establish and manage a Collaborative General fund, known as the READS Fund (hereinafter known as the Fund).
2. The Fund shall be the depository of all monies paid by the Member Districts and Non-Member Districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the Collaborative Board and will be deposited in the General fund, in accordance with all applicable law and regulations.

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 in accordance with the READS procedure for warrant signing which includes a requirement that all warrants be signed by two of the three Board Members of the Executive Committee.
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 fixed assets including 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 or 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 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. Cumulative Surplus Funds in Excess of the Regulatory Limit

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 audited 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, or any amounts prepaid for tuition or services in accordance with M.G.L. c. 40, § 4E.
2. 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.
3. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5) (b)10.
4. The Board shall determine whether such final dollar amount of surplus funds is within the established 25 percent limit.

5. If the surplus funds exceed the 25 percent limit, the Board shall determine the amount of funds that will be allocated to the Capital Fund, OPEB Trust, Clinic credit or Tuition credit and amend the budget to reflect those allocations consistent with 603 CMAR 50.07(9) as noted below.

Cumulative surplus funds in excess of the agreement limit or 25 percent of the audited year's general fund expenditures, must be returned or credited to member districts consistent 603 CMR 50.07(9) and with the process outlined in the collaborative agreement and in the following ways:

- 1. Credited to member districts for tuition, services, etc. These credits must be used by the end of the fiscal year in which the vote is taken.*
 - 2. Deposited to an irrevocable trust and/or reserve fund. These deposits must be allocated by board vote to an approved capital reserve fund and/or to an irrevocable trust for retiree benefits. Once allocated, such funds are no longer available to the collaborative for any other purpose. Deposits must be made within 30 days after the vote of the collaborative board.*
 - 3. Returned to the school districts/towns. The collaborative board must follow the process as outlined in the collaborative agreement for returning surplus funds to member districts. The return of funds must be made within 30 days after the vote of the collaborative board.*
6. Upon withdrawal of a Member District, the Board shall ensure that the withdrawing Member District shares in any payments from funds designated by the Board for return as Tuition credit as defined in Section VII.D.5.b. to its Member Districts for the current fiscal year of withdrawal only. Other than funds designated by the Board for return to the Member Districts, individual Member Districts choosing to withdraw will not be entitled to receive a share of any other assets of the Collaborative.

E. Annual Budget Preparation

On an annual basis the Board shall propose a budget for the upcoming fiscal year. The proposed budget shall contain all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve, to be paid from general fund revenues of the Collaborative. All funds received for the operation of the Collaborative shall be considered general fund revenues with the exception of grants, contracts, or gifts. The annual budget is prepared as early as possible in the previous fiscal year to allow Member Districts to build their own budget, knowledgeable of the Collaborative tuitions. The process is as follows:

1. By April 30 of each year, the Board shall adopt a budget for the upcoming fiscal year. The Board shall identify the programs or services to be offered by the Collaborative in the upcoming fiscal year and the corresponding costs.
2. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
3. 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,

and capital expenditures, including debt service payments and deposits to capital reserve.

4. As applicable, capital expenses shall be included in the budget and paid through tuition or fees for programs which they benefit. Capital expenses are defined as the acquisition or improvement of 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 in accordance with 603 CMR 50.02.
5. The proposed budget process used to determine tuition prices for Member District and Non-Member District students, as well as the methodology to determine fees for services and clinic slots is based on the cost of providing Collaborative programs as described below.
 - a. The Executive Director annually determines the projected expenses necessary for each Collaborative program during the next fiscal year, based on an estimate of projected student enrollment in programs and projected Agreements for services.
 - b. The Executive Director identifies the next fiscal year's projected revenue from each funding source. These include a summary of projected receipts from tuitions and fees, grant funds and funds other than general fund revenues (i.e. donations, interest and investment income) based on the current fiscal year.
 - c. The Executive Director determines the total increase or decrease in required revenue needed to balance the overall budget by comparing anticipated revenue with expenses.
 - d. Program Directors present the preliminary budget to their individual SEA sub-committees which review and endorse the budget.
 - e. The Executive Director presents the preliminary budget to the full SEA for endorsement.
 - f. The Executive Director presents the preliminary budget to a joint meeting of the President of the Board, the Personnel Subcommittee of the Board and Finance Sub-Committee of the Board.
6. The Executive Director shall present the proposed budget to the full Board for discussion and shall propose tuition rates and fees needed to balance the budget.
7. 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.

F. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget, the fees for service, the committed clinic slot cost for membership and the tuition rates for the upcoming fiscal year to each Member District not later than June 30 of the preceding fiscal year.
2. The Collaborative shall invoice Member and Non-Member Districts on a quarterly basis, ninety (90) days in advance for all clinic slot payments and tuition payments. All fees-for-service are billed monthly. Payment shall be received by the Collaborative within 30 days of billing.

G. Procedure for Amending the Budget:

1. All budget amendments must be in writing and must be submitted to the Executive Director five working days before the Board meeting at which they will be discussed.
2. Any amendment that does not result in an increase in the tuition rates or fees for services shall be discussed by the Board and shall only be approved upon an affirmative majority vote.
3. Any amendment to the budget that results in an increase in the tuition rates, clinic slots, or fees for services shall adhere to the following procedures:
 - a. 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 to the budget.
 - b. All amendments shall be voted on by the Board at a second public meeting of the Board following the completion of step 3.a. by all Member Districts. Adoption shall require a majority vote.
 - c. The Treasurer shall certify and transmit the amended tuition rates, clinic slots 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, clinic slots and fees for services to Member Districts and non-Member Districts, when doing so is determined to be in the best interest of the Collaborative.

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

Any and all subsequent amendments and/or revisions to this Agreement voted by the Board shall be subject to approval in accordance with the following procedures:

1. Any Board Member or the Executive Director may propose an amendment to the Collaborative Agreement. An amendment must be prepared in order to admit a new Member District, or to document the withdrawal of a Member District.
2. The proposed amendment shall be included in the posting of a public meeting of the Board.
3. A majority vote of the quorum of the Board is required to approve a proposed amendment except that any amendment that includes the admission of a new district shall require a majority vote of the entire Board as indicated in Section IX; the withdrawal of a district membership shall require a two-thirds vote as indicated in Section X.2; and the termination of the Collaborative Agreement shall require a unanimous vote as indicated in Section XI.
4. The Executive Director shall submit the proposed amendment to the Department for initial review.
5. Following the Department review, the Executive Director shall make such changes as the Department requires.
6. The proposed amendment to the Agreement shall be read a second time at the next 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 except as detailed in Section 3 above. If the Board makes additional changes to the proposed amendment to the agreement, the document must be resubmitted to the Department for an additional review. Following the Department review and approval by the Board, the

amended Agreement shall be submitted to the Member Districts and any new Member District(s), for a majority vote to approve the amended Agreement.

7. Once a majority of all Member Districts and all new Member District(s) have approved and signed the amended Agreement, the Collaborative shall submit the signed amended Agreement in accordance with 603 CMR 50.03(4) to the Commissioner for approval by the BESE.
8. No amendment to the Collaborative Agreement shall be effective until approved and authorized by a majority of the Member Districts and by the BESE, except that any amendment that includes the admission of a new district shall require a two-thirds vote as indicated in Section IX; the withdrawal of a district membership shall require a two-thirds vote as indicated in Section X.2; and the termination of the Collaborative Agreement shall require a unanimous vote as indicated in Section XI.

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS

A school district, through its School Committee, or Charter School Board may become a Member District of the Collaborative consistent with the following terms:

1. Any School Committee or Charter School Board may apply for membership to the Collaborative by giving written notice of such request to join to the attention of the President of the Board. A copy of the vote of the School Committee or Charter School Board vote to seek membership shall accompany the request to apply.
2. Such written request shall be brought before the Board for discussion and action.
3. The request will be reviewed and a decision will be rendered within approximately sixty (60) days of the receipt of the written request to become a Member District.
4. A new Member District may be accepted by a majority vote of the entire Board, subject to majority vote of two-thirds of the Member School Committees, acceptance of the amended Agreement by the new Member District and approval by the BESE. The Collaborative Agreement shall require an amendment consistent with Section VIII of this Agreement.
5. 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 BESE and Member Districts, 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.
6. Pending approval of the amendment by the BESE, the Board may by majority vote extend the rights, privileges and membership responsibilities, with the exception of voting, to the districts that have been approved for membership by the Board and Member Districts as of July 1st of the fiscal year that membership would begin. These privileges include the right to receive member tuition rates and access to all services provided to Member Districts. The school committee or charter school Board may designate a non-voting representative to the Board until BESE approval of the amendment and may contribute to discussions before the Board and receive all correspondence from the Collaborative. The rights and privileges extended to the pending district will be contingent upon fulfilling 1) the responsibility to commit to purchase at least one clinic slot per quarter as an annual requirement of membership and 2) the responsibility to attend Board meetings and participate in governance of the Collaborative (with the exception of voting on matters before the Board).

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

1. Any Member District, by appropriate vote, must give six (6) months written notice to the Board of READS Collaborative of its intent to withdraw from the Collaborative.
2. The Board must approve the withdrawal by a two-thirds vote. The Member Districts must approve the withdrawal by a majority vote consistent with the process for amending the Collaborative Agreement in Section VIII.
3. No Member District can withdraw membership except at the end of the fiscal year provided the six (6) months notice is given and provided that the BESE has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
4. No Member District who withdraws from the Collaborative shall be entitled to any asset of the Collaborative except that a withdrawing Member District shall be entitled to the tuition credit referenced in Section VII.D.5.b. The tuition credit for the withdrawing district may be applied to subsequent year tuition or paid to the withdrawing district in accordance with Section VII.D.5.b.
5. Any Member District or Member Charter School Board that withdraws will still be responsible for outstanding payments due to the Collaborative.
6. A Member District or Member Charter School Board that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its share of liability in the collaborative of any debts, claims, demands, or judgments against the Collaborative, incurred during said school committee's or charter school Board's membership based on percentage of fiscal participation during that membership.
7. The withdrawal of any Member District(s) shall require an amendment to the Collaborative Agreement consistent with Section VIII.

SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

1. The process to terminate the Collaborative must be initiated by following the process for amending the Collaborative Agreement as outlined in Section VIII except that in order for the Collaborative to be terminated, the Board must vote unanimously to begin the process to terminate the Agreement.
2. Each Member District must provide written evidence of approval by majority vote of the Member School Committee or Charter School Board to terminate this Agreement by sending an intent to terminate and a copy of the vote or approved minutes to the attention of the Executive Committee at least 9 months in advance of the end of the fiscal year.
3. The Board shall review the intent to terminate notices at the first meeting after a majority of School Committee votes have been received by the Executive Committee.
4. The Board shall take action to terminate the Agreement at the next subsequent Board meeting by a majority vote of the entire Board.
5. Written notice of intent to terminate will be provided to Non-Member Districts accessing the programs and services of the Collaborative, at least six (6) months before the end of such fiscal year.
6. Following the affirmative vote of all Member Districts to terminate the Collaborative Agreement, the Board shall submit the documentation required by 603 CMR 50.11 to the Department.

7. Upon termination of this Agreement, the Board shall:
 - a. Determine the fair market value of all assets of the collaborative, including, but not limited to, real estate, capital property, equipment, and supplies owned by the collaborative;
 - b. Determine the process for the appropriate disposition of federal/state funds, equipment and supplies;
 - c. Identify the Member District responsible for maintaining all fiscal records;
 - d. Identify the Member District(s) responsible for maintaining employee and program records;
 - e. Ensure the confidential return of records related to individual students to the sending Member or Non-Member Districts;
 - f. 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;
 - g. Provide for a final fiscal audit and ensure the appropriate disposition of all assets and liabilities 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 used to fund any liabilities. Net assets will be distributed to the Member Districts.
8. The Board will utilize a two-fold process to distribute net assets:
 - a. **Part I** of the process recognizes contributions of perpetual/existing Member Districts who have contributed to the development and expansion of the Collaborative over the past four decades. Perpetual/existing Member Districts are those included in the allocation figures below:

After all liabilities have been met and a final audit has been completed the net assets as determined by an audit performed as of June 30, 2013 are to be apportioned to the perpetual/existing Member Districts according to the following formula: Abington – 8%, Berkley – 1%, Bridgewater-Raynham Regional – 18%, Carver – 3%, Dighton-Rehoboth Regional – 6%, East Bridgewater – 3%, Freetown-Lakeville Regional – 8%, Marion – 1%, Mattapoisett – 4%, Middleborough – 11%, Rochester – 4%, Taunton – 22%, West Bridgewater – 11%.
 - b. **Part II** recognizes contributions of all districts who may become Member Districts after July 1, 2013.

After all liabilities have been met and a final audit has been completed the FY 13 net asset figure will be deducted and apportioned according to the formula in Part I. The remaining net assets will then be apportioned to all Member Districts at the time of termination of the Agreement based on fiscal contribution. The fiscal contribution is purely a calculation of percentage of fiscal participation in the Collaborative over the period of membership from July 1, 2013 to the date of dissolution.

Should the Department revoke and/or suspend the approval of the educational Collaborative Agreement, the Board will follow all instructions from the Department, and Section XI shall be implemented to the extent these procedures are consistent with the order of the Department terminating the Collaborative Agreement.

SECTION XII: INDEMNIFICATION

Neither the Executive Director nor any other employee of the Collaborative, nor any appointed representative to the Board, shall be liable to the Collaborative or to any Member District thereof for any act or omission of the Executive Director or any other employee of the Collaborative or any appointed representative to the Board, or be held personally liable in connection with the affairs of the Collaborative, except only for 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 other employee of the Collaborative nor any appointed representative to the Board or Member District 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 appointed representative to the Board, Member School Committee and the Executive Director or any other employee of the Collaborative 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 provision hereof, such appointed representative to the Board, Executive Director or any other employee of the Collaborative or Member School Committee 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 or any other employee of the Collaborative and his/her legal representatives and each appointed representative to the Board and his/her legal representatives, and each Member School Committee and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such appointed representative to the Board, Member School Committee or Executive Director or any other employee of the Collaborative or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as an appointed representative to the Board, Executive Director or any other employee of the Collaborative or Member School Committee, 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 representatives to the Board or Executive Director or any other employee of the Collaborative or Member School Committee may be entitled as a matter of law or which may be lawfully granted to him/her.

SECTION XIII: EFFECTIVE DATE

This Agreement shall become effective on July 1, 2023 and shall continue indefinitely, providing that all requisite approvals, including that of the Board of Elementary and Secondary Education have been obtained no later than April 30, 2023. This Agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose chairpersons have signed below.

Date approved by READS Collaborative Board of Directors: 1/19/2023

Dates approved by Member School Committees and signatures:

Rochester School District

Date of School Committee Vote

Name of CHAIRPERSON of Rochester School Committee (Please Print)

Signature of CHAIRPERSON of Rochester School Committee

Date

Massachusetts Department of Public Health School Health Unit and MA Controlled Substance Registration (MCSR) Application

Applicant School District or Non-Public School: Rochester Memorial School
Address: 16 Pine St. Rochester MA 02770
(Street) (City/Town) (State) (Zip Code)
Current total student enrollment: 499 ☐ NEW ☒ RENEWAL MCSR # 3CL12718 Exp. Date 9/1/2023
(if applicable)

Please check type of Public School/Non-Public School:

Public School System (includes Regional School Districts/School Unions/Vocational/Charter/Collaborative Schools) ☒
Approved Special Education Day School ☐ Approved Special Ed Residential School (requires on-call coverage) ☐
Non-Public Day School ☐ Residential Non-Public School (requires on-call coverage) ☐

Total Full Time Equivalent (FTE) School Nurses (RN) employed in the school/school district: 1 FTE(s)

- One nurse that works half-time would be reported as 0.5 FTE
- Do not include LPNs or clerical staff
- Less than 1.0 FTE requires on-call coverage

Please check off when delegation of medication administration by a school nurse to unlicensed school staff may occur (check ALL that apply):

- ☒ Off-campus: Field trips/Extra-curricular events
☐ On-campus: Before and after school programs (requires on-call coverage)
☐ During the school day
☐ Overnight/weekends (requires on-call coverage)

Please indicate, by checking all that apply below, which category(s) of unlicensed school personnel may be delegated the responsibility for medication administration in your school district/school as approved by the School Committee or Board of Trustees and in accordance with 105 CMR 210.004, (B), (1), (2):

Administrative Staff ☒ Unlicensed Health Aides ☐ Teaching Staff ☒ Clerical Staff ☐

SCHOOL BUILDING/SCHOOL NURSE STAFFING PROFILE

Please provide the information requested below for each school building. Copy and attach additional pages if necessary.

Name of school building: Rochester Memorial School
Municipality where school building is located: Rochester
Grade levels/ages in school building: PG-6 Number of students in the building: 499
Maximum distance between any two school buildings (if the school is composed of multiple buildings): n/a

Name and Credentials of school nurse(s) and other healthcare staff* employed by the school (do not include per diem or substitute nurses)	On-site schedule for school nurse/healthcare staff (indicate days and times staff will be physically present)	On-call schedule** for school nurse*** (indicate whether in person or by phone)	Estimated Number of unlicensed personnel being delegated medication administration on any given day
Ellen M. Murphy	m-F	n/a	n/a
RN, BSN, NSNC	830-330		

Name of school building: _____
Municipality where school building is located: _____
Grade levels/ages in school building: _____ Number of students in the building: _____
Maximum distance between any two school buildings (if the school is composed of multiple buildings): _____

Name and Credentials of school nurse(s) and other healthcare staff* employed by the school (do not include per diem or substitute nurses)	On-site schedule for school nurse/healthcare staff (indicate days & times staff will be physically present)	On-call schedule** for school nurse*** (indicate whether in person or by phone)	Estimated Number of unlicensed personnel being delegated medication administration on any given day

*Please include all health clinic staff that contribute to the workflow of the health clinic. This will assist the department in assessing coverage.

**On-call coverage is required for less than 1.0 FTE in any given building, before and after school programs, overnight and weekend delegation, and all residential schools.

***LPNs cannot delegate or be on call for unlicensed staff consultation.

ASSURANCE CHECKLIST

1. The School Health Unit of the Massachusetts Department of Public Health (MDPH) requires the applicant school district/school, with the approval by the school committee or board of trustees where applicable, to adopt policies/procedures for medication delegation where delegation is in use. The applicant school district/school provides MDPH the assurance that adoption and use of any policies/procedures and forms by the school committee or board of trustees, are consistent with regulations 105 CMR 210.000. Draft policies can be found in the Comprehensive School Health Manual.
2. The School Nurse Manager (RN), the school physician, superintendent or administrator, and school committee chairperson or board of trustees' chairperson have collaborated in the development and adoption of the medication delegation policies/procedures.
3. The school physician, superintendent or administrator, and school committee chairperson or board of trustees' chairperson agree and acknowledge the School Nurse Manager's leadership role in implementing and managing the program to administer and delegate prescription medications to unlicensed school personnel as defined in the regulations found at 105 CMR 210.000.
4. The school district or school will maintain an accessible copy of regulations 105 CMR 210.000 "The Administration of Prescription Medications in Public and Private Schools" and all policies/procedures and forms for review upon request.
5. **The School Nurse Manager has attended the two mandatory courses through BU SHIELD** (Medication Administration in a School Setting: School Nursing Practice in Massachusetts and Medication Administration in Schools: What School Nurse Managers Need to Know).
6. Once registered with the MDPH Drug Control Program, the School Nurse Manager agrees to report to the MDPH School Health Unit within five working days, in writing on school district/school letterhead, any change in School Nurse Manager or reduction in School Nurse staffing.
7. Implementation of the plan to delegate prescription medications will begin upon receipt of a MCSR issued by the MDPH Drug Control Program, following approval by MDPH the School Health Services Unit.

My signature on the signature page indicates that I have read and agree to the above and all other requirements under 105 CMR 210.000 pertaining to the storage, handling, administration, and disposal of medications in schools and that the information provided in this application is accurate.

SIGNATURE PAGE

I hereby attest that as the **School Nurse Manager (RN)**, I have completed this application and understand my roles as manager and supervisor of the medication storage, handling and delegation program in the applicant school system / school. I will act as the Massachusetts Department of Public Health contact on all matters relating to the administration of medications in the school setting. I have developed and/or reviewed the policies and procedures in compliance with regulations 105 CMR 210.000 in consultation with the school physician and have recommended to the School Committee/Board of Trustees adoption of the policies.

Ellen M. Murphy RN, BSN, NSNC
Medication Manager (RN) (Signature / Credentials)

Ellen M. Murphy
Medication Manager (RN) (Please Print)

4/11/23
Date

Rochester Memorial School 16 Pine St. Rochester, MA 02770
School Name and Address of Medication Manager (RN) City State Zip Code

508-763-2049
Telephone Number

ellenmurphy@oldrochester.org
E-mail Address

172260
RN License Number

I hereby attest that as **School Physician (MD)**, I have consulted with the Medication Manager (RN) in the preparation of this application. I have reviewed the regulations, policies and procedures and have recommended to the School Committee/Board of Trustees adoption of the policies.

[Signature]
School Physician (MD) (Signature)

Steve Mendes, MD
School Physician (MD) (Please Print)

1/23/23
Date

I hereby attest that as **Superintendent of Schools or Administrator of the School**, I agree with the intent of the regulations and with the policies as specified in this application. I thus acknowledge the Medication Manager (RN) management role and responsibility as defined in regulations 105 CMR 210.000. I have reviewed the regulations, policies and procedures and have recommended to the School Committee/Board of Trustees adoption of the policies.

[Signature]
Superintendent of Schools or
Administrator of School (Signature)

Michael S. Nelson
Superintendent of Schools or
Administrator of School (Please Print)

01/28/2023
Date

I hereby attest that as **Chair, School Committee or Chair, Board of Trustees**, the Committee/Board has agreed to adopt the policies and procedures governing the administration of prescription medications as defined by statute and regulation (M.G.L. 94C and 105 CMR 210.000). The School Committee/Board of Trustees has approved the categories of unlicensed personnel who may administer prescription medications and understands the Medication Manager (RN) role as manager of the medication program in the school.

Chair, School Committee or
Chair, Board of Trustees (Signature)

Chair, School Committee or
Chair, Board of Trustees (Please Print)

Date

**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH (MDPH)
SCHOOL HEALTH UNIT AND CONTROLLED SUBSTANCE REGISTRATION
APPLICATION
TO TRAIN UNLICENSED SCHOOL PERSONNEL TO ADMINISTER
EPINEPHRINE VIA AUTO-INJECTOR IN A LIFE-THREATENING SITUATION
TO THOSE INDIVIDUALS WITH A PRESCRIPTION.**

School/School District: Rochester Memorial School

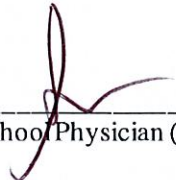
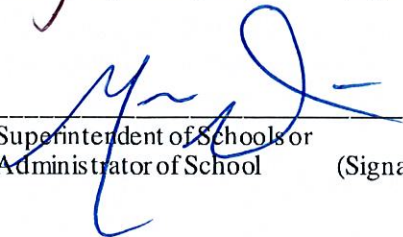
Address: 116 Pine St. Rochester MA 02770
(Street) (City/Town) (State) (Zip Code)

NEW ☐ RENEWAL MCSR # 5612718 Exp. Date 9/1/2023
(if applicable)

A school or school district may register with the Massachusetts Department of Public (MDPH) School Health Unit (SHU) for the limited purpose of permitting unlicensed personnel to administer epinephrine (by auto injector) to individuals with a *diagnosed* life-threatening allergic condition provided the following conditions are met as defined in 105 CMR 210.100:

1. After completing this application the school/school district will be provided with a Massachusetts Controlled Substance Registration (MCSR) from the MDPH Drug Control Program (DCP). Registration will be valid for one calendar year (365 days) from the date of the MCSR approval. The training of unlicensed personnel cannot occur without registration with MDPH SHU.
2. The school committee or chief administrative officer of a school district or school has approved policies governing the administration of epinephrine via auto-injector.
3. The school committee or chief administrative officer of a school district or school assures that sufficient school nurses are available to provide proper oversight of the program.
4. In consultation with the school physician, the Medication Manager (RN) has final decision-making authority about the program and selects the unlicensed personnel authorized to administer epinephrine in a life-threatening situation when a School Nurse (RN) is not immediately available.
5. The unlicensed school personnel authorized to administer epinephrine are trained by a physician or School Nurse (RN) and are tested for competency, in accordance with standards and a curriculum established by the MDPH, as outlined in the Comprehensive School Health Manual. The School Nurse (RN) documents the training and testing of the competency.
6. The School Nurse (RN) provides a training review and informational update for unlicensed personnel at least twice a year.
7. The school maintains a list of unlicensed school personnel authorized and trained to administer epinephrine in an emergency when a School Nurse (RN) is not immediately available. This list must be provided to parents upon request.
8. Epinephrine is administered only in accordance with a written medication administration plan developed by the School Nurse (RN), satisfying the requirements of 105 CMR 210.005 (E) and 210.009 (A) (6) and updated annually, which includes the following:
 - (a) diagnosis by a physician that the student is at high risk for a life-threatening allergic reaction, and a medication order containing indications for administration of epinephrine;
 - (b) written authorization by a parent or guardian;

- (c) home and emergency phone number(s) for the parent/guardian, as well as the name(s) and phone number(s) of any other person(s) to be notified if parents/guardians are unavailable;
 - (d) names of school personnel who have received training in administration of epinephrine by auto-injector;
 - (e) identification of places where the epinephrine is to be stored, following consideration of the need for storage at places where the student may be most at risk. The epinephrine may be stored at more than one location or carried by the student when appropriate;
 - (f) consideration of the ways and places epinephrine can be stored so as to limit access to appropriate persons, which shall not require the epinephrine to be kept under lock and key;
 - (g) plan for risk reduction for the student, including a plan for teaching self-management, when appropriate.
9. When epinephrine is administered, there shall be immediate notification of the local emergency medical services system (generally 911) followed by notification of the School Nurse (RN), student's parents/guardians (or, if the parents/guardians are not available, any other designated person(s)), and the student's physician.
10. There are written procedures, in accordance with any standards established by the MDPH, for
 - (a) proper storage, handling, and disposal of the epinephrine;
 - (b) development of the medication administration plan;
 - (c) documentation of administration;
 - (d) notification of administration;
 - (e) recording receipt and return of the medication by the School Nurse (RN);
 - (f) reporting medication errors;
 - (g) reviewing any incident involving administration of epinephrine to determine the adequacy of the response and to consider ways of reducing risks for the student and the student body in general; and
 - (h) planning and working with the emergency medical system to ensure the fastest possible response.

Ellen M. Murphy RN BSN NSNC 1/11/2023 Medication Manager (RN) (Signature/Credentials) Date		Ellen M. Murphy Medication Manager (RN) (Please Print)	
508-763-2049 x 2019 Telephone Number		ellenmurphy@adrocknestr.org 172260 E-mail address RN License Number	
 School Physician (MD) (Signature/Credentials)		1/23/23 Steve Mendes, MD School Physician (MD) (Please Print)	
 Superintendent of Schools or Administrator of School (Signature)		1/28/2023 Michael S. Nelson Superintendent of Schools or Administrator of School (Please Print)	
Chair, School Committee or Chair, Board of Trustees (Signature)		Chair, School Committee or Chair, Board of Trustees (Please Print)	



Old Rochester Regional School District

Massachusetts School Superintendency Union 55

Memo

To: School Committee Members of Rochester

From: Howard G. Barber, Assistant Superintendent of Finance & Operations

Cc: Michael S. Nelson, Superintendent of Schools

Date: February 13, 2023

Re: Financial Report – Fiscal Year 2023

Financial Report:

Please find the following financial report in relation to the general funds of Rochester Elementary School District:

- Budget Report by Department for February 15, 2023

For the purpose of our Financial Forecasting:

The Rochester School District currently has \$376,926 available of the general funds appropriated in the 2023 Fiscal Year. Per the attached Year to Date Budget Report by Department, we are able to identify how our funds are encumbered and expended. This report recognizes that of the total \$6,637,794 appropriated to the District, consisting of both the Rochester School District and the one-time non-annual student resource package.

- \$ 6,604,436 – General Fund Operating
- \$ 33,358 - Non-annual student resource package
- **\$ 6,637,794 - General Funds Approved**
- \$ 6,286,117 – Obligations Paid Year to Date
- **\$ 351,677 - Remaining Available Funds**

Bristol County Agricultural High School enrolled student operational budget of \$289,698 costs is pending its first billing to be received for payment.

- **\$ 289,698 – Bristol County Agricultural High School**
- **\$ 266,145 - Obligations Paid Year to Date**
- **\$ 23,553 - Remaining Available Funds**

Rochester Public Schools

FY22-23 APPROVED BUDGET - GENERAL FUNDS

From Date: 7/1/2022

To Date: 6/30/2023

Fiscal Year: 2022-2023

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.305.001.1110.04.35	LEGAL COUNSEL	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
01.305.001.1110.04.36	MASC	\$2,000.00	\$1,622.07	\$1,622.07	\$377.93	\$0.00	\$377.93	18.90%
01.305.001.1110.05.36	MISCELLANEOUS	\$1,700.00	\$200.00	\$200.00	\$1,500.00	\$0.00	\$1,500.00	88.24%
01.305.001.1110.06.36	ADVERTISING	\$1,200.00	\$1,111.13	\$1,111.13	\$88.87	\$0.00	\$88.87	7.41%
01.305.001.1110.06.37	CONFERENCE EXPENSE	\$300.00	\$535.00	\$535.00	(\$235.00)	\$0.00	(\$235.00)	-78.33%
01.305.001.1430.04.36	LEGAL COUNSEL	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
	Dept: SCHOOL COMMITTEE - 001	\$7,700.00	\$3,468.20	\$3,468.20	\$4,231.80	\$0.00	\$4,231.80	54.96%
01.305.004.1110.04.35	CENSUS	\$875.00	\$0.00	\$0.00	\$875.00	\$875.00	\$0.00	0.00%
01.305.004.1201.02.02	EXECUTIVE SECRETARY	\$2,600.00	\$0.00	\$0.00	\$2,600.00	\$0.00	\$2,600.00	100.00%
01.305.004.1207.06.37	TRAVEL & CONFERENCES	\$0.00	\$1,305.77	\$1,305.77	(\$1,305.77)	\$209.14	(\$1,514.91)	0.00%
01.305.004.1210.01.02	SUPERINTENDENT	\$32,131.72	\$20,823.07	\$20,823.07	\$11,308.65	\$14,176.29	(\$2,867.64)	-8.92%
01.305.004.1210.02.02	EXEC ASST TO SUPT	\$12,655.24	\$7,098.66	\$7,098.66	\$5,556.58	\$7,161.84	(\$1,605.26)	-12.68%
01.305.004.1210.04.33	ASSOCIATIONS & DUES	\$1,400.00	\$2,376.29	\$2,376.29	(\$976.29)	\$87.52	(\$1,063.81)	-75.99%
01.305.004.1210.05.21	POSTAGE	\$600.00	\$39.61	\$39.61	\$560.39	\$502.50	\$57.89	9.65%
01.305.004.1210.06.36	MISCELLANEOUS	\$800.00	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00	100.00%
01.305.004.1210.06.37	TRAVEL & CONFERENCES	\$2,660.00	\$289.76	\$289.76	\$2,370.24	\$148.53	\$2,221.71	83.52%
01.305.004.1220.01.02	ASST SUPT OF CURRICULUM	\$22,735.00	\$11,402.45	\$11,402.45	\$11,332.55	\$10,128.68	\$1,203.87	5.30%
01.305.004.1220.02.02	CLERICAL	\$8,166.31	\$4,702.57	\$4,702.57	\$3,463.74	\$3,448.56	\$15.18	0.19%
01.305.004.1230.05.21	SUPPLIES	\$900.00	\$3,395.69	\$3,395.69	(\$2,495.69)	\$421.75	(\$2,917.44)	-324.16%
01.305.004.1410.01.02	ASST SUPT FINANCE & OPERATIONS	\$26,989.41	\$15,709.50	\$15,709.50	\$11,279.91	\$11,089.69	\$190.22	0.70%
01.305.004.1410.03.02	FINANCE OFFICE	\$30,247.85	\$17,499.90	\$17,499.90	\$12,747.95	\$12,765.17	(\$17.22)	-0.06%
01.305.004.1420.03.02	HUMAN RESOURCES	\$11,508.69	\$7,247.61	\$7,247.61	\$4,261.08	\$5,314.89	(\$1,053.81)	-9.16%
01.305.004.1450.04.02	SOFTWARE CONSULTANT	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
01.305.004.1450.04.27	COMPUTER SERVICES	\$2,000.00	\$375.48	\$375.48	\$1,624.52	\$0.00	\$1,624.52	81.23%
01.305.004.2356.06.37	PROFESSIONAL DEVELOPMENT	\$500.00	\$0.00	\$0.00	\$500.00	\$83.75	\$416.25	83.25%
01.305.004.4130.04.15	TELEPHONE	\$2,000.00	\$282.04	\$282.04	\$1,717.96	\$43.79	\$1,674.17	83.71%
01.305.004.5300.04.21	COPIER RENTAL	\$3,000.00	\$170.17	\$170.17	\$2,829.83	\$56.72	\$2,773.11	92.44%
	Dept: SUPERINTENDENTS OFFICE - 004	\$162,019.22	\$92,718.57	\$92,718.57	\$69,300.65	\$66,513.82	\$2,786.83	1.72%
01.305.007.2210.01.02	PRINCIPAL	\$130,355.06	\$73,917.30	\$73,917.30	\$56,437.76	\$54,206.11	\$2,231.65	1.71%
01.305.007.2210.01.06	ASSISTANT PRINCIPAL	\$112,926.43	\$63,917.85	\$63,917.85	\$49,008.58	\$46,873.25	\$2,135.33	1.89%
01.305.007.2210.02.09	CLERICAL	\$44,138.93	\$20,375.40	\$20,375.40	\$23,763.53	\$23,771.35	(\$7.82)	-0.02%
01.305.007.2210.03.02	SUBSTITUTE COORDINATOR	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
01.305.007.2210.03.08	CAFE AIDES SUPERVISORY	\$16,632.60	\$4,968.28	\$4,968.28	\$11,664.32	\$5,419.28	\$6,245.04	37.55%
01.305.007.2210.04.33	ASSOCIATION DUES	\$500.00	\$239.00	\$239.00	\$261.00	\$0.00	\$261.00	52.20%
01.305.007.2210.05.22	SUPPLIES ADMINISTRATION	\$500.00	\$729.40	\$729.40	(\$229.40)	\$245.60	(\$475.00)	-95.00%
01.305.007.2210.05.23	SUPPLIES COPYING	\$3,500.00	\$2,948.68	\$2,948.68	\$551.32	\$55.60	\$495.72	14.16%
01.305.007.2210.05.24	SUPPLIES GENERAL SCHOOL	\$14,000.00	\$14,805.17	\$14,805.17	(\$805.17)	\$250.00	(\$1,055.17)	-7.54%
01.305.007.2210.05.25	POSTAGE	\$1,950.00	\$2,061.97	\$2,061.97	(\$111.97)	\$0.00	(\$111.97)	-5.74%
01.305.007.2210.06.37	TRAVEL & CONFERENCES	\$250.00	\$527.40	\$527.40	(\$277.40)	\$0.00	(\$277.40)	-110.96%
01.305.007.2356.06.37	PROFESSIONAL DEVELOPMENT	\$27,000.00	\$22,503.00	\$22,503.00	\$4,497.00	\$2,350.00	\$2,147.00	7.95%
01.305.007.4230.04.28	MAINTENANCE OF EQUIPMENT	\$1,500.00	\$379.00	\$379.00	\$1,121.00	\$0.00	\$1,121.00	74.73%
01.305.007.5204.06.38	POSITION BONDS	\$100.00	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	0.00%
01.305.007.5300.04.28	COPIER RENTAL	\$7,920.00	\$4,496.80	\$4,496.80	\$3,423.20	\$3,303.20	\$120.00	1.52%
	Dept: ADMINISTRATION REG DAY - 007	\$363,273.02	\$211,969.25	\$211,969.25	\$151,303.77	\$136,474.39	\$14,829.38	4.08%
01.305.010.2305.01.03	TEACHERS	\$1,950,997.00	\$813,943.72	\$813,943.72	\$1,137,053.28	\$1,094,053.10	\$43,000.18	2.20%
01.305.010.2325.03.34	SUBSTITUTES	\$50,000.00	\$20,808.16	\$20,808.16	\$29,191.84	\$7,604.70	\$21,587.14	43.17%
01.305.010.2350.05.23	SUPPLIES	\$2,500.00	\$736.61	\$736.61	\$1,763.39	\$2.76	\$1,760.63	70.43%
01.305.010.2350.06.37	TRAVEL,TRANS,CONFERENCES	\$5,000.00	\$3,457.00	\$3,457.00	\$1,543.00	\$2,175.00	(\$632.00)	-12.64%

Rochester Public Schools

FY22-23 APPROVED BUDGET - GENERAL FUNDS

From Date: 7/1/2022

To Date: 6/30/2023

Fiscal Year: 2022-2023

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.305.010.2356.01.03	PROFESSIONAL DEVELOPMENT	\$12,000.00	\$590.00	\$590.00	\$11,410.00	\$120.00	\$11,290.00	94.08%
01.305.010.2356.04.03	TUITION REIMBURSEMENT	\$10,500.00	\$0.00	\$0.00	\$10,500.00	\$350.00	\$10,150.00	96.67%
	Dept: CLASSROOM TEACHERS - 010	\$2,030,997.00	\$839,535.49	\$839,535.49	\$1,191,461.51	\$1,104,305.56	\$87,155.95	4.29%
01.305.013.2305.01.03	TEACHERS	\$255,489.00	\$109,795.49	\$109,795.49	\$145,693.51	\$145,868.51	(\$175.00)	-0.07%
01.305.013.2330.03.08	PARAPROFESSIONALS	\$55,478.16	\$44,498.15	\$44,498.15	\$10,980.01	\$58,688.82	(\$47,708.81)	-86.00%
01.305.013.2430.05.23	SUPPLIES - KINDERGARTEN	\$500.00	\$211.26	\$211.26	\$288.74	\$0.00	\$288.74	57.75%
	Dept: KINDERGARTEN - 013	\$311,467.16	\$154,504.90	\$154,504.90	\$156,962.26	\$204,557.33	(\$47,595.07)	-15.28%
01.305.016.2305.01.03	TEACHERS	\$94,519.00	\$41,353.00	\$41,353.00	\$53,166.00	\$54,895.00	(\$1,729.00)	-1.83%
01.305.016.2430.05.23	SUPPLIES & MATERIALS	\$1,500.00	\$1,473.21	\$1,473.21	\$26.79	\$0.00	\$26.79	1.79%
	Dept: ART PROGRAM - 016	\$96,019.00	\$42,826.21	\$42,826.21	\$53,192.79	\$54,895.00	(\$1,702.21)	-1.77%
01.305.022.2303.02.08	AIDES CLASSROOM	\$0.00	\$825.00	\$825.00	(\$825.00)	\$0.00	(\$825.00)	0.00%
01.305.022.2305.01.03	TEACHERS	\$91,284.00	\$56,214.34	\$56,214.34	\$35,069.66	\$69,884.74	(\$34,815.08)	-38.14%
01.305.022.2356.06.37	TRAVEL & CONFERENCES	\$1,000.00	\$382.61	\$382.61	\$617.39	\$0.00	\$617.39	61.74%
01.305.022.2430.05.23	SUPPLIES	\$2,000.00	\$1,768.83	\$1,768.83	\$231.17	\$0.00	\$231.17	11.56%
	Dept: READING - 022	\$94,284.00	\$59,190.78	\$59,190.78	\$35,093.22	\$69,884.74	(\$34,791.52)	-36.90%
01.305.024.2305.01.03	TEACHERS	\$0.00	\$5,073.00	\$5,073.00	(\$5,073.00)	\$8,116.75	(\$13,189.75)	0.00%
01.305.024.2356.06.37	TRAVEL & CONFERENCES	\$500.00	\$103.66	\$103.66	\$396.34	\$108.09	\$288.25	57.65%
01.305.024.2430.05.23	SUPPLIES	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
	Dept: ELL PROGRAM - 024	\$750.00	\$5,176.66	\$5,176.66	(\$4,426.66)	\$8,224.84	(\$12,651.50)	-1686.87%
01.305.025.2430.05.23	SUPPLIES	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
	Dept: ENGLISH - 025	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
01.305.037.2430.05.23	SUPPLIES	\$500.00	\$875.17	\$875.17	(\$375.17)	\$0.00	(\$375.17)	-75.03%
	Dept: MATHEMATICS - 037	\$500.00	\$875.17	\$875.17	(\$375.17)	\$0.00	(\$375.17)	-75.03%
01.305.040.2305.01.03	PROFESSIONAL SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	(\$250.00)	0.00%
01.305.040.2340.01.03	LIBRARIAN	\$103,540.00	\$44,100.67	\$44,100.67	\$59,439.33	\$59,189.33	\$250.00	0.24%
01.305.040.2430.05.23	SUPPLIES	\$500.00	\$150.67	\$150.67	\$349.33	\$0.00	\$349.33	69.87%
01.305.040.2501.05.23	BOOKS & MAGAZINES	\$0.00	\$192.70	\$192.70	(\$192.70)	\$0.00	(\$192.70)	0.00%
01.305.040.2503.05.23	RESOURCE MATERIALS	\$0.00	\$2,085.00	\$2,085.00	(\$2,085.00)	\$0.00	(\$2,085.00)	0.00%
01.305.040.4230.04.29	MAINTENANCE OF EQUIPMENT	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
	Dept: MEDIA SERVICES - 040	\$104,240.00	\$46,529.04	\$46,529.04	\$57,710.96	\$59,439.33	(\$1,728.37)	-1.66%
01.305.043.2305.01.03	TEACHERS	\$144,116.20	\$58,989.96	\$58,989.96	\$85,126.24	\$77,920.24	\$7,206.00	5.00%
01.305.043.2430.05.23	SUPPLIES	\$400.00	\$508.43	\$508.43	(\$108.43)	\$0.00	(\$108.43)	-27.11%
01.305.043.4230.04.29	MAINTENANCE OF EQUIPMENT	\$120.00	\$0.00	\$0.00	\$120.00	\$96.19	\$23.81	19.84%
	Dept: MUSIC - 043	\$144,636.20	\$59,498.39	\$59,498.39	\$85,137.81	\$78,016.43	\$7,121.38	4.92%
01.305.049.2305.01.03	TEACHERS	\$124,688.80	\$53,317.47	\$53,317.47	\$71,371.33	\$71,371.33	\$0.00	0.00%
01.305.049.2430.05.23	SUPPLIES	\$1,500.00	\$1,574.12	\$1,574.12	(\$74.12)	\$0.00	(\$74.12)	-4.94%
	Dept: PHYSICAL EDUCATION - 049	\$126,188.80	\$54,891.59	\$54,891.59	\$71,297.21	\$71,371.33	(\$74.12)	-0.06%
01.305.052.2305.01.03	TEACHERS	\$103,995.00	\$44,555.67	\$44,555.67	\$59,439.33	\$59,439.33	\$0.00	0.00%
01.305.052.2430.05.23	SUPPLIES	\$5,000.00	\$5,988.65	\$5,988.65	(\$988.65)	\$0.00	(\$988.65)	-19.77%
	Dept: SCIENCE - 052	\$108,995.00	\$50,544.32	\$50,544.32	\$58,450.68	\$59,439.33	(\$988.65)	-0.91%

Rochester Public Schools

FY22-23 APPROVED BUDGET - GENERAL FUNDS

From Date: 7/1/2022

To Date: 6/30/2023

Fiscal Year: 2022-2023

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.305.055.2430.05.23	SUPPLIES	\$1,500.00	\$5,851.20	\$5,851.20	(\$4,351.20)	\$0.00	(\$4,351.20)	-290.08%
	Dept: SOCIAL STUDIES - 055	\$1,500.00	\$5,851.20	\$5,851.20	(\$4,351.20)	\$0.00	(\$4,351.20)	-290.08%
01.305.061.2351.05.23	SUPPLIES	\$6,500.00	\$845.83	\$845.83	\$5,654.17	\$0.00	\$5,654.17	86.99%
01.305.061.2356.01.03	PD Stipends - Curriculum	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00	100.00%
01.305.061.2356.01.35	PD STIPENDS - CURRICULUM	\$0.00	\$775.14	\$775.14	(\$775.14)	\$0.00	(\$775.14)	0.00%
01.305.061.2430.05.23	ACADEMIC SUPPLIES	\$0.00	\$3,308.00	\$3,308.00	(\$3,308.00)	\$0.00	(\$3,308.00)	0.00%
	Dept: CURRICULUM DEVELOPMENT - 061	\$14,000.00	\$4,928.97	\$4,928.97	\$9,071.03	\$0.00	\$9,071.03	64.79%
01.305.076.2305.01.03	PROFESSIONAL SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	(\$250.00)	0.00%
01.305.076.3200.01.11	NURSE	\$81,234.00	\$34,262.47	\$34,262.47	\$46,971.53	\$47,323.53	(\$352.00)	-0.43%
01.305.076.3200.03.34	SUBSTITUTES - NURSES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
01.305.076.3200.04.11	PHYSICIAN SVCS- CONTRACTED	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	\$600.00	100.00%
01.305.076.3200.05.23	SUPPLIES	\$2,500.00	\$1,056.74	\$1,056.74	\$1,443.26	\$0.00	\$1,443.26	57.73%
01.305.076.3200.06.37	TRAVEL & CONFERENCES	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
01.305.076.3202.01.11	NURSE	\$0.00	\$0.00	\$0.00	\$0.00	\$270.00	(\$270.00)	0.00%
	Dept: HEALTH SERVICES - 076	\$85,584.00	\$35,319.21	\$35,319.21	\$50,264.79	\$47,843.53	\$2,421.26	2.83%
01.305.079.3300.06.40	REGULAR EDUCATION - PUPIL K-6	\$326,000.00	\$174,220.12	\$174,220.12	\$151,779.88	\$151,460.88	\$319.00	0.10%
01.305.079.3300.06.41	FUEL ESCULATION COST	\$8,400.00	\$17,631.68	\$17,631.68	(\$9,231.68)	\$0.00	(\$9,231.68)	-109.90%
	Dept: TRANSPORTATION REG DAY - 079	\$334,400.00	\$191,851.80	\$191,851.80	\$142,548.20	\$151,460.88	(\$8,912.68)	-2.67%
01.305.085.3520.05.23	SUPPLIES - STUDENT ACTIVITY BA	\$1,100.00	\$1,149.40	\$1,149.40	(\$49.40)	\$0.00	(\$49.40)	-4.49%
01.305.085.3522.06.36	STUDENT ACTIVITIES	\$0.00	\$333.86	\$333.86	(\$333.86)	\$0.00	(\$333.86)	0.00%
	Dept: MISCELLANEOUS - 085	\$1,100.00	\$1,483.26	\$1,483.26	(\$383.26)	\$0.00	(\$383.26)	-34.84%
01.305.088.4110.01.02	DISTRICT FACILITIES MANAGER	\$15,725.07	\$9,664.11	\$9,664.11	\$6,060.96	\$7,086.99	(\$1,026.03)	-6.52%
01.305.088.4110.03.10	CUSTODIAL SUPERVISOR	\$55,000.00	\$25,211.34	\$25,211.34	\$29,788.66	\$24,682.81	\$5,105.85	9.28%
01.305.088.4110.04.10	CUSTODIAL CONTRACT SVCS	\$137,000.00	\$71,221.77	\$71,221.77	\$65,778.23	\$65,778.23	\$0.00	0.00%
01.305.088.4120.04.17	HEAT	\$67,000.00	\$29,971.68	\$29,971.68	\$37,028.32	\$35,028.32	\$2,000.00	2.99%
01.305.088.4130.04.15	TELEPHONE	\$9,000.00	\$3,751.10	\$3,751.10	\$5,248.90	\$2,096.77	\$3,152.13	35.02%
01.305.088.4130.04.16	ELECTRICITY	\$106,000.00	\$64,179.29	\$64,179.29	\$41,820.71	\$43,227.37	(\$1,406.66)	-1.33%
01.305.088.4130.04.19	MAINTENANCE OF WATER SYSTEM	\$8,500.00	\$4,862.06	\$4,862.06	\$3,637.94	\$1,637.94	\$2,000.00	23.53%
01.305.088.4210.04.32	MAINTENANCE OF GROUNDS	\$4,500.00	\$13,032.65	\$13,032.65	(\$8,532.65)	\$692.10	(\$9,224.75)	-204.99%
01.305.088.4220.04.32	MAINTENANCE OF BLDG ONGOING	\$16,190.00	\$44,361.12	\$44,361.12	(\$28,171.12)	\$30,502.90	(\$58,674.02)	-362.41%
01.305.088.4220.05.26	CHEMICALS	\$5,800.00	\$7,524.94	\$7,524.94	(\$1,724.94)	\$475.06	(\$2,200.00)	-37.93%
01.305.088.4220.05.27	PAPER	\$5,900.00	\$4,712.50	\$4,712.50	\$1,187.50	\$1,543.54	(\$356.04)	-6.03%
01.305.088.4224.05.26	MISCELLANEOUS SUPPLIES	\$0.00	\$370.00	\$370.00	(\$370.00)	\$0.00	(\$370.00)	0.00%
01.305.088.4230.04.32	MAINTENANCE OF EQUIPMENT	\$14,150.00	\$860.00	\$860.00	\$13,290.00	\$25.00	\$13,265.00	93.75%
	Dept: OPERATION & MAINTENANCE - 088	\$444,765.07	\$279,722.56	\$279,722.56	\$165,042.51	\$212,777.03	(\$47,734.52)	-10.73%
01.305.093.2130.03.04	NETWORK TECHNICIANS	\$69,283.62	\$34,918.90	\$34,918.90	\$34,364.72	\$25,584.81	\$8,779.91	12.67%
01.305.093.2300.05.23	SUPPLIES SOFTWARE	\$0.00	\$9,836.64	\$9,836.64	(\$9,836.64)	\$70.43	(\$9,907.07)	0.00%
01.305.093.2430.05.23	SOFTWARE	\$5,000.00	\$3,414.19	\$3,414.19	\$1,585.81	\$0.00	\$1,585.81	31.72%
01.305.093.2451.05.23	EDUCATIONAL EQUIPT	\$5,000.00	\$699.27	\$699.27	\$4,300.73	\$0.00	\$4,300.73	86.01%
01.305.093.4130.04.15	TELEPHONE	\$14,500.00	\$7,499.85	\$7,499.85	\$7,000.15	\$2,213.20	\$4,786.95	33.01%
01.305.093.4230.04.29	MAINTENANCE OF EQUIPMENT/WEB	\$0.00	\$500.00	\$500.00	(\$500.00)	\$0.00	(\$500.00)	0.00%
	Dept: COMPUTER PROGRAM - 093	\$93,783.62	\$56,868.85	\$56,868.85	\$36,914.77	\$27,868.44	\$9,046.33	9.65%
01.305.100.1435.04.36	LEGAL EXPENSE - SPEC ED	\$8,500.00	\$43.00	\$43.00	\$8,457.00	\$8,457.00	\$0.00	0.00%
01.305.100.2105.04.33	ASSOCIATION DUES	\$0.00	\$88.78	\$88.78	(\$88.78)	\$0.00	(\$88.78)	0.00%

Rochester Public Schools

FY22-23 APPROVED BUDGET - GENERAL FUNDS

From Date: 7/1/2022

To Date: 6/30/2023

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☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.305.100.2110.01.02	DIRECTOR OF STUDENT SERVICES	\$21,975.20	\$12,609.91	\$12,609.91	\$9,365.29	\$9,247.28	\$118.01	0.54%
01.305.100.2110.02.09	ADMIN ASST STUDENT SVCS	\$10,933.59	\$6,297.21	\$6,297.21	\$4,636.38	\$4,617.96	\$18.42	0.17%
01.305.100.2110.06.37	TRAVEL & CONFERENCES	\$6,500.00	\$2,550.00	\$2,550.00	\$3,950.00	\$0.00	\$3,950.00	60.77%
01.305.100.2415.04.33	ASSOCIATION DUES	\$150.00	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00	100.00%
01.305.100.4130.04.15	TELEPHONE	\$150.00	\$17.05	\$17.05	\$132.95	\$0.00	\$132.95	88.63%
01.305.100.4230.04.31	SOFTWARE LICENSE	\$2,600.00	\$800.00	\$800.00	\$1,800.00	\$0.00	\$1,800.00	69.23%
	Dept: SPECIAL NEEDS ADMINISTRATION - 100	\$50,808.79	\$22,405.95	\$22,405.95	\$28,402.84	\$22,322.24	\$6,080.60	11.97%
01.305.102.2305.01.03	TEACHERS	\$46,022.00	\$19,953.53	\$19,953.53	\$26,068.47	\$26,068.51	(\$0.04)	0.00%
01.305.102.2330.03.08	PARAPROFESSIONALS	\$61,001.36	\$26,952.84	\$26,952.84	\$34,048.52	\$35,251.60	(\$1,203.08)	-1.97%
01.305.102.2351.06.37	PROJECT GROW TRAVEL	\$200.00	\$32.88	\$32.88	\$167.12	\$167.12	\$0.00	0.00%
01.305.102.2356.01.03	PROFESSIONAL DEVELOPMENT	\$300.00	\$23.00	\$23.00	\$277.00	\$60.00	\$217.00	72.33%
01.305.102.2430.05.24	SUPPLIES & MATERIALS	\$1,000.00	\$575.00	\$575.00	\$425.00	\$249.10	\$175.90	17.59%
	Dept: PROJECT GROW - 102	\$108,523.36	\$47,537.25	\$47,537.25	\$60,986.11	\$61,796.33	(\$810.22)	-0.75%
01.305.103.2305.01.03	TEACHERS	\$621,537.00	\$262,514.81	\$262,514.81	\$359,022.19	\$355,490.19	\$3,532.00	0.57%
01.305.103.2330.03.08	PARAPROFESSIONALS	\$146,501.60	\$29,850.62	\$29,850.62	\$116,650.98	\$33,506.42	\$83,144.56	56.75%
01.305.103.2356.01.03	PROFESSIONAL DEVELOPMENT	\$300.00	\$167.50	\$167.50	\$132.50	\$0.00	\$132.50	44.17%
01.305.103.2420.05.24	LEARNING SUPPORT ED EQUIPMENT	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100.00%
01.305.103.2430.05.24	SUPPLIES	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%
01.305.103.3300.02.08	BUS MONITORS	\$15,000.00	\$14,912.43	\$14,912.43	\$87.57	\$3,328.70	(\$3,241.13)	-21.61%
	Dept: LEARNING SUPPORT CENTER - 103	\$789,338.60	\$307,445.36	\$307,445.36	\$481,893.24	\$392,325.31	\$89,567.93	11.35%
01.305.106.4230.04.31	MAINTENANCE OF EQUIPMENT	\$0.00	\$1,537.74	\$1,537.74	(\$1,537.74)	\$0.00	(\$1,537.74)	0.00%
	Dept: LEARNING SUPPORT CENTER - 106	\$0.00	\$1,537.74	\$1,537.74	(\$1,537.74)	\$0.00	(\$1,537.74)	0.00%
01.305.118.2305.01.03	TEACHERS	\$208,045.00	\$89,166.34	\$89,166.34	\$118,878.66	\$118,878.66	\$0.00	0.00%
01.305.118.2356.01.03	PROFESSIONAL DEVELOPMENT	\$750.00	\$259.00	\$259.00	\$491.00	\$0.00	\$491.00	65.47%
01.305.118.2420.05.24	SPEECH THERAPY ED EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
01.305.118.2430.05.24	SUPPLIES	\$2,000.00	\$2,201.36	\$2,201.36	(\$201.36)	\$0.00	(\$201.36)	-10.07%
01.305.118.2800.04.35	SPEECH THERAPY	\$50,500.00	\$76.10	\$76.10	\$50,423.90	\$228.31	\$50,195.59	99.40%
	Dept: SPEECH - 118	\$262,295.00	\$91,702.80	\$91,702.80	\$170,592.20	\$119,106.97	\$51,485.23	19.63%
01.305.121.2100.02.09	CLERICAL	\$0.00	\$16,941.48	\$16,941.48	(\$16,941.48)	\$19,765.14	(\$36,706.62)	0.00%
01.305.121.2110.02.09	CLERICAL	\$37,252.63	\$555.00	\$555.00	\$36,697.63	\$0.00	\$36,697.63	98.51%
01.305.121.2305.01.03	TEACHER VISUALLY IMPAIRED	\$6,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	0.00%
01.305.121.2415.05.24	SUPPLIES	\$2,000.00	\$1,883.42	\$1,883.42	\$116.58	\$0.00	\$116.58	5.83%
01.305.121.2440.04.35	EXTENDED YEAR SERVICES	\$70,000.00	\$7,587.53	\$7,587.53	\$62,412.47	\$3,044.09	\$59,368.38	84.81%
01.305.121.2710.04.03	SPECIALIZED INSTRUCTION	\$25,000.00	\$3,975.00	\$3,975.00	\$21,025.00	\$9,275.00	\$11,750.00	47.00%
01.305.121.2800.04.35	THERAPY	\$115,000.00	\$34,228.20	\$34,228.20	\$80,771.80	\$47,221.29	\$33,550.51	29.17%
	Dept: SUPPORT SERVICES - 121	\$255,252.63	\$68,170.63	\$68,170.63	\$187,082.00	\$82,305.52	\$104,776.48	41.05%
01.305.127.2305.01.03	PROFESSIONAL SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	(\$500.00)	0.00%
01.305.127.2356.01.03	PROFESSIONAL DEVELOPMENT	\$900.00	\$100.00	\$100.00	\$800.00	\$0.00	\$800.00	88.89%
01.305.127.2450.05.24	EDUCATIONAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
01.305.127.2710.01.03	ADJUSTMENT COUNSELOR	\$186,463.00	\$80,432.99	\$80,432.99	\$106,030.01	\$109,556.01	(\$3,526.00)	-1.89%
01.305.127.2800.01.03	PSYCHOLOGY	\$74,819.00	\$26,876.36	\$26,876.36	\$47,942.64	\$0.00	\$47,942.64	64.08%
01.305.127.2800.05.24	SUPPLIES	\$2,500.00	\$435.25	\$435.25	\$2,064.75	\$435.02	\$1,629.73	65.19%
01.305.127.2800.06.13	PSYCHOLOGICAL EVALUATIONS	\$8,500.00	\$3,864.00	\$3,864.00	\$4,636.00	\$3,864.00	\$772.00	9.08%
01.305.127.2800.06.37	TRAVEL & CONFERENCES	\$900.00	\$0.00	\$0.00	\$900.00	\$0.00	\$900.00	100.00%
	Dept: PSYCHOLOGICAL SERVICES - 127	\$275,082.00	\$111,708.60	\$111,708.60	\$163,373.40	\$114,355.03	\$49,018.37	17.82%

Rochester Public Schools

FY22-23 APPROVED BUDGET - GENERAL FUNDS

From Date: 7/1/2022

To Date: 6/30/2023

Fiscal Year: 2022-2023

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.305.130.3300.06.43	TRANSPORTATION - COLLABORATIVE	\$44,720.00	\$8,730.00	\$8,730.00	\$35,990.00	\$29,016.00	\$6,974.00	15.59%
01.305.130.3300.06.44	TRANSPORTATION - DAY PROGRAMS	\$31,580.00	\$0.00	\$0.00	\$31,580.00	\$31,568.13	\$11.87	0.04%
01.305.130.3300.06.46	TRANSPORTATION - MCKINNEY VENT	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100.00%
01.305.130.3300.06.47	TRANSPORTATION - INTREGATED	\$29,700.00	\$29,508.75	\$29,508.75	\$191.25	\$191.25	\$0.00	0.00%
	Dept: SPED TRANSPORTATION - 130	\$116,000.00	\$38,238.75	\$38,238.75	\$77,761.25	\$60,775.38	\$16,985.87	14.64%
01.305.133.9300.06.13	TUITION - DAY SCHOOLS	\$56,491.00	\$533.00	\$533.00	\$55,958.00	\$55,897.00	\$61.00	0.11%
01.305.133.9400.06.13	TUITION - COLLABORATIVES	\$197,300.00	\$55,358.60	\$55,358.60	\$141,941.40	\$81,768.10	\$60,173.30	30.50%
	Dept: PROGRAMS W/OTHERS SPED - 133	\$253,791.00	\$55,891.60	\$55,891.60	\$197,899.40	\$137,665.10	\$60,234.30	23.73%
Grand Total:		\$6,637,793.47	\$2,942,393.10	\$2,942,393.10	\$3,695,400.37	\$3,343,723.86	\$351,676.51	5.30%

End of Report

Rochester Public Schools

FY22-23 APPROVED BUDGET - BCAHS

From Date: 7/1/2022

To Date: 6/30/2023

Fiscal Year: 2022-2023

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.307.079.3300.06.14	Transportation - Bristol Count	\$45,000.00	\$15,168.00	\$15,168.00	\$29,832.00	\$13,272.00	\$16,560.00	36.80%
	Dept: TRANSPORTATION REG DAY - 079	\$45,000.00	\$15,168.00	\$15,168.00	\$29,832.00	\$13,272.00	\$16,560.00	36.80%
01.307.097.9100.06.36	Tuition - Bristol County Agric	\$244,698.30	\$237,705.27	\$237,705.27	\$6,993.03	\$0.00	\$6,993.03	2.86%
	Dept: PROGRAMS W/OTHERS REG DAY - 097	\$244,698.30	\$237,705.27	\$237,705.27	\$6,993.03	\$0.00	\$6,993.03	2.86%
Grand Total:		\$289,698.30	\$252,873.27	\$252,873.27	\$36,825.03	\$13,272.00	\$23,553.03	8.13%

End of Report



Old Rochester Regional School District Massachusetts Superintendency Union #55

"Serving the towns of Marion, Mattapoisett, & Rochester"

Food Service Director's Report: February 2023
Rochester Memorial School

Directors Update:

- Meal participation continues to grow strong.
- Nation –Wide supply chain disruptions continue to impact on our program.
- Meal Price Increase took effect on February 1, 2023
 - This increase in price only applies to any additional meals purchased by a student.
 - Each student will continue to receive 1 Free Breakfast and 1 Free Lunch per day throughout the remainder of this school year.

Student Meal Participation:

Students Receiving Free and Reduced Meals:

Free 107→ 21%

Reduced: 8→ 2%

	SY 22				SY 23			
	Breakfast Counts	%	Lunch Counts	%	Breakfast Counts	%	Lunch Counts	%
August	16	3%	142	28%	161	17%	425	45%
September	1197	13%	4295	45%	2552	28%	5328	58%
October	1597	19%	4431	52%	2547	28%	5678	62%
November	1674	21%	4441	55%	2127	27%	4837	62%
December	1502	19%	4447	57%	1921	26%	4746	64%
January	1592	20%	4506	57%	2147	25%	5377	62%
February	1413	20%	4155	59%				
March	2408	22%	6423	58%				
April	1597	22%	4352	61%				
May	2483	25%	6174	62%				
June	2002	25%	4647	59%				

Jill Henesey

Director of Food and Nutrition Services

Office: 508-758-2772 x1543

Mobile: 774-320-0801

Email: jillhenesey@oldrochester.org

<https://www.facebook.com/ORRnutrition4kids>



Facilities Director's Report: January 2023

Rochester Memorial Elementary School

- Conducted one ice removal operation.
- Received 9,000 gallons of fuel oil.
- Conducted routine maintenance on all facility systems.

Sincerely,

Gene Jones

Director of Facilities

Office: 508-758-2772 x1954

Cell: 508-509-6763

E-Mail: eugenejones@oldrochester.org

**Rochester Memorial
School Committee
Thursday February 16, 2023**

Principal's Report

- Congratulations to the 4th grade class for their outstanding performance during the concert "Disney" which took place on Thursday January 26, 2023. I would like to thank Ms. Audette and our accompanist Ms. Sparklin for their support and direction throughout the performance as well as Mrs. Hemenway for the beautiful decorative artwork.

- We are thrilled to be offering after school acceleration academy again this school year. The Academy will offer after school programming in the areas of ELA and Mathematics to students selected. The Academy will start on Monday, February 27, 2023 and end on Thursday, April 13, 2023. After school sessions will operate from 3:10pm-4:10pm. Participating students will work with educators 1 or 2 times per week.

- On Wednesday evening, February 1, 2023, a Parent Information Night for incoming kindergarten families was held from 6:00 – 7:00pm in the RMS Cafeteria. The K Team and I met with all incoming K families to discuss registration protocols and gave them a snap shot of what a typical kindergarten day will look like for their students. Parents/Guardians were then invited to tour each current K classroom.

- Kindergarten registration for the 2023-2024 school year is now open. Our incoming kindergarten families may visit the [Kindergarten Transition Page](https://www.oldrochester.org/rms) for instructions on how to register online for kindergarten. Or they can visit our website <https://www.oldrochester.org/rms>

- On Wednesday February 8th all staff participated in a professional development workshop "Building an Equitable School Environment through Trusting Relationships and Sense of Belonging". Staff developed a better understanding of what trusting relationships and sense of belonging means. Teams then reviewed class rosters and identified students that they believe they have a trusting relationship with. Teams also reviewed these lists and identified those students who may need more connection and developed action steps to increase engagement with those identified students. Staff then explored responsive classroom resources related to building equitable classroom environments.

ROCHESTER PUBLIC SCHOOLS
Rochester, Massachusetts

TO: Town Clerk, Town of Rochester, Massachusetts
DATE: February 10, 2023
SUBJECT: Meeting Notice

Pursuant to Chapter 30A of the Massachusetts General Laws, you are notified of the following REGULAR meeting of the **ROCHESTER SCHOOL COMMITTEE**.

Thursday, February 16, 2023 at 6:30 p.m.

If you have any questions, please feel free to call me at 508-758-2772 ext. 1956.

Respectfully submitted,
Melissa Wilcox, Executive Assistant to the Superintendent

REVISED 2.16.2023 3:25 p.m.
ROCHESTER SCHOOL COMMITTEE MEETING
ROCHESTER PUBLIC SCHOOLS

REGULAR MEETING
Rochester Memorial School
16 Pine Street, Rochester, MA 02770

February 16, 2023

ZOOM LINK:

<https://oldrochester-org.zoom.us/j/97018421407?pwd=bW9qa0ljU0hSMFFjV2ZLMjZicE9kZz09>

Meeting ID: 970 1842 1407

Passcode: 972042

This meeting will be conducted in a hybrid format. School Committee, Administrators and public will have the option of meeting in person in the Band Room located at the Rochester Memorial School at 16 Pine Street, Rochester, MA 02770 or via zoom.

TIME: 6:30 PM

MEETING TO ORDER

PLEDGE OF ALLEGIANCE

RECOGNITION OF ACHIEVEMENT

I. Approval of Minutes

- A. Approval of Minutes- Regular Session: January 23, 2023**
- B. Approval of Minutes – Executive Session: January 23, 2023**

II. Consent Agenda

III. Agenda Items Pending

IV. General

- A. Review of Open Meeting Law Complaint(s)**
- B. Approval of READS Collaborative Agreement Amendment**
- C. Approval of School Health Unit Application**
- D. FY24 Proposed Budget Update**

V. New Business

- A. Policy Review**
- B. Curriculum**
- C. Business**
 - 1. Financial Report**
 - 2. Food Service Director Report**
 - 3. Facilities Director Report**
 - 4. Budget Transfers**
- D. Personnel**

VI. Special Topic Report

VII. Unfinished Business

CHAIRPERSON'S REPORT

CENTRAL OFFICE ADMINISTRATORS REPORT

PRINCIPAL'S REPORT

VIII. School Committee

- A. School Committee Goals**
- B. Committee Reports**

1. **Budget Subcommittee**
 2. **ORR District School Committee**
 3. **SMEC**
 4. **READS**
 5. **Tri-Town Foundation**
 6. **Early Childhood Council**
 7. **Policy Sub-Committee**
 8. **Equity Sub-Committee**
 - C. **School Committee Reorganization**
- IX. Future Business**
 - A. **Timeline**
 - B. **Future Agenda Items**
- X. Open Comments**
- XI. Information Items**
- XII. Executive Session**

ADJOURNMENT

**ROCHESTER SCHOOL COMMITTEE MEETING
ROCHESTER PUBLIC SCHOOLS
Rochester, Massachusetts
16 Pine Street - Rochester, MA 02770**

**MEETING MINUTES
January 23, 2023**

Regular meeting of the Rochester School Committee was held on Monday, January 23, 2023 at 6:00pm. This meeting was held full in-person and there was also a zoom link available.

COMMITTEE MEMBERS PRESENT: Sharon Hartley (in-person), Chairperson, Jason Chisholm (remote), Anne Fernandes (in-person) and Katherine Duggan (in-person).

COMMITTEE MEMBERS NOT PRESENT: Robin Rounseville

OTHERS PRESENT: Michael S. Nelson, Superintendent of Schools; Howard Barber, Assistant Superintendent of Finance & Operations; Sharlene Fedorowicz, Assistant Superintendent of Teaching & Learning, Craig Davidson, Director of Student Services; Derek Medeiros, Principal; Charles West, Assistant Principal; Melissa Wilcox, Executive Assistant to the Superintendent.

Meeting was called to order at 6:01pm by Chairperson Hartley. Ms. Hartley stated in accordance with Massachusetts Open Meeting Law, the Agenda has been set, the meeting is being video-taped.

The school committee, administration and everyone present stood and recited the Pledge of Allegiance. Chairperson Hartley also shared a picture and recording of the 5th and 6th grade chorus at the Providence Bruins a few weeks ago singing the National Anthem under the guidance of Ms. Audette.

I. Approval of Minutes:

A. Approval of Minutes –

Approval of Minutes – Regular Session: November 17, 2022

MOTION: Ms. Fernandes to approve November 17, 2022 minutes as presented

SECOND: Ms. Duggan

ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes

IV. General

A. FY24 Initial Draft Budget Discussion

Superintendent Nelson made the following statement:

The budget sub-committee met earlier this evening and has drafted a proposed FY24 Rochester School District budget for Memorial School. Specifically, the budget sub-committee has discussed with administration and department heads - the current needs of the students as related to each department within the school (i.e. regular education programming, special education programming, technology, facilities, etc.). It should come as no surprise to this committee that the budget sub-committee is navigating the impact of inflation on the FY24 budget development process. Specifically, the cost of utilities (i.e. electricity, gas), goods, and special education tuition are major budget drivers as we look to FY24.

The proposed budget as it currently stands - is designed to maintain current services at Rochester Memorial based on student needs. The main priorities of the FY24 budget include meeting the known needs of the students in our classrooms and ensuring our teaching and learning programming is meeting best practices – with a real focus on literacy. Next steps for the budget sub-committee will be to reach out to the town administrator and invite him and representation from the finance committee to the next budget sub-committee to discuss the FY24 budget proposal. In the near future, the Rochester School Committee will need to schedule their budget hearing to present the FY24 budget and then take action to approve it for submission to the town.

B. Promethean Board Demonstration

Chairperson Hartley made the following statement:

This evening we are pleased to have one of our very talented teachers – Mr. Forrest Cote, provide a demonstration of how the promethean board can be utilized in the classroom. The School Committee Members are very excited for this presentation.

Mr. Cote demonstrated using the Promethean Board. He explained the board acts like a big tablet and is very easy to use. There are a variety of apps that can be used on the board in the classroom such as a timer, spinner feature and many more. One of Mr. Cote's favorite features is that more than one student can write on the board at a time. He also likes that you can save notes on the board and pick up where you left off the next day. He demonstrated how you can save documents, search online.

Mr. Medeiros mentioned that the faculty can also put their Google Classroom up on the board so the students can see their assignments, feedback from each other, etc., right on the board during class.

Mr. Cote explained that you can connect a device to the board wirelessly or through USB and share your screen from any device.

Mr. Nelson informed the school committee that there is a Promethean Board in every learning area at Rochester Memorial School.

Mr. Cote then showed a presentation of recent pictures from classrooms at Rochester Memorial School with students utilizing the different features of the board along with faculty feedback.

Please refer to Attachment A.

Mr. Medeiros informed the School Committee that Mr. Cote was one of five faculty members that went to training during the summer to be able to help the teachers at RMS in-person at the start of the school year. The faculty enjoys using the boards and Mr. Medeiros stated it also helps the faculty teach students the benefits of screen-time vs not screen-time and having a balance.

Chairperson Hartley asked if the company provides tech support. Mr. Cote stated that he has not called as the board is very easy to use and they have had no issues. Mr. Medeiros informed her that when he has called they have been very responsive.

C. Student Handbook

Superintendent Nelson made the following statement:

At the most recent Joint School Committee – the policy JE – titled Attendance Policy was rescinded and a new policy JH – titled Student Absences and Excuses was formally adopted. As a result, the section with the Rochester Memorial School Student Handbook related to student

absences and excuses requires updating. Mr. Medeiros will briefly highlight the changes to this committee. Upon approval, we will notify families that the student handbook has been updated and highlight the changes.

Mr. Medeiros explained that based on the policy approved at the Joint School Committee, there were a few changes to the Attendance section of the Rochester Memorial School Student Handbook. **Mr. Medeiros made the following statement:**

The first change is that 'this will be required in advance for types of absences when advance notice is possible'. One of the things that I felt very proud of as I was going through was what was already in our student handbook - having to call the main office, school nurse and our office staff really works well with the homeroom teachers to check-in and determine if a parent has communicated directly with the teacher. There is a nice communication system between the main office and the nurse's office in calling parents to check-in as to why they have not called and what is going on with their child.

The next piece here are some new bullets that were not in the original list. We added inclement weather, and then illness/quarantine and then the observance of a major religious holiday. Then there were two sentences added in regards to excused absences. The first 'a child may also be excused for other exceptional reasons with approval of the Principal or designee'. If I am working with a family on something that is maybe not on this bulleted list, between Mr. West or I, we could make that determination. Then 'in instances of chronic or irregular absence reportedly due to illness, the school administration may request a physician's statement certifying such absences to be justified'.

Mr. Nelson confirmed that this language matches exactly the language as stated in the policy that was approved.

Mr. Medeiros continued:

And the next big change was on timing. Our current handbook speaks to the fifth day and eighth day of absences and this new policy has changed to the third day. We would contact the family and put a team together as needed to create a plan to support the student.

MOTION: Ms. Chisholm to approve the changes to the 22-23 student handbook as we have just reviewed.

SECOND: Ms. Duggan

ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes

V. New Business

C. Business

1. Financial Report –

Financial Report:

Please find the following financial report in relation to the general funds of Rochester Elementary School District:

Budget Report by Department for January 15, 2023

For the purpose of our Financial Forecasting:

The Rochester School District currently has \$376,926 available of the general funds appropriated in the 2023 Fiscal Year. Per the attached Year to Date Budget Report by Department, we are able to identify how our funds are encumbered and expended. This report recognizes that of the total

\$6,637,794 appropriated to the District, consisting of both the Rochester School District and the one-time non-annual student resource package.

- ☐ \$ 6,604,435 - General Fund Operating
- ☐ \$ 33,358 - Non-annual student resource package
- ☐ \$ 6,637,793 - General Funds Approved
- ☐ \$ 6,260,868 - Obligations Paid Year to Date
- ☐ \$ 376,926 - Remaining Available Funds

Bristol County Agricultural High School enrolled student operational budget of \$289,698 costs is pending its first billing to be received for payment.

- ☐ \$ 289,698 - Bristol County Agricultural High School
- ☐ \$ 266,145 - Obligations Paid Year to Date
- ☐ \$ 23,553 - Remaining Available Funds

Mr. Barber also reported the following the Food Service Report:

- Meal participation continues to grow strong.
- Nation –Wide supply chain disruptions continue to impact on our program.
- Had a successful Board of Health Inspection.
- Meal Price Increase will take effect on February 1, 2023
 - This increase in price will only apply to any additional meals purchased by the student.
 - Each student will continue to receive 1 free breakfast and 1 free lunch per day throughout the remainder of the school year.

Mr. Barber also reported the following Facilities Report:

- Gilly Leonardo appointed as Supervisor of Building and Grounds.
- Conducted one snow/ice removal operation.
- Replaced broken parking lot light pole.
- Replaced washing machine.
- Conducted routine maintenance on fall facility systems.

D. Personnel

Superintendent Nelson made the following statement:

Since the last School Committee meeting, Rochester Public Schools has hired Gilbert Leonardo as the Building & Grounds Supervisor, Kelly Freitas and Marvin Bern as Lunch/Aide at Rochester Memorial School. Mr. Leonardo has worked in a similar position in our district.

CHAIRPERSON'S REPORT

Chairperson Hartley made the following statement:

My report will be brief tonight...

As we reach the approximate half way point in this year, I want to thank our School leaders for their dedication to our complex school district. I also want to thank our School Committee members for their work representing us on the various Subcommittees. Each month, in addition to attending Rochester School Committee meetings, Committee members represent us at other meetings to discuss and make decisions about the School Budget, Teaching and learning at the Jr. High school and High School, SMEC – Southeastern Massachusetts Educational Collaborative, Tri-Town Foundation that oversees and distributes grant funds for projects throughout our schools, Early Childhood Education, School Policies, and Equity. Our representation in the various sub-committee meetings are important to the progress of our School District and teaching and learning here at RMS. Many thanks to you all.

CENTRAL OFFICE ADMINISTRATOR'S REPORT

Superintendent Nelson made the following statement:

I would defer to my colleagues tonight to as they both has some very exciting happenings from their department and it showcases that although we are early in 2023 we are off to doing some really great things on behalf of our students and families, and with the help of our awesome faculty.

Mr. Davidson, Director of Student Services, reported on the following:

We are excited to roll out our Math Acceleration Academy during February and April vacation. Students will participate in engaging and dynamic Math lessons that focus on accelerating students' learning in data driven - targeted areas. The Academy will be free of charge for all students who participate. An email notification was sent to our families recently and registration is now open. If you have any questions regarding the Academy you can email or call my office directly.

The Community Talks Series: Part six will take place on February 1st at 6:30 p.m. - The presenter is Sarah Ward, a dedicated clinician and passionate lecturer with a proven track record for translating complex ideas into practical strategies that work to improve executive function skills. She will be providing a professional development for our families called "POWERFUL STRATEGIES TO HELP CHILDREN DEVELOP INDEPENDENT EXECUTIVE FUNCTION SKILLS".

Dr. Fedorowicz, Assistant Superintendent of Teaching & Learning reported on the following:

Literacy:

First, in the area of literacy, a lot of forward progress has been made since we met last.

The District Literacy Team has been meeting twice a month for the L4L grant, with a focus on literacy, Tier II and III interventions and assessments. We worked with a coach from DESE on examining schedules to fit the needs of our literacy action plan we are developing with insight into our intervention times. We are continuing this work for the next few months in conjunction with the HILL for Literacy.

As it relates to HILL for Literacy, we received the initial Needs Assessment results from the HILL for literacy right before the break and the District Leadership Team just completed the literacy action plan draft which is based on the results of the needs assessment.

As we finalize our literacy action plan, we are continuing work with the HILL to examine core literacy programs that are in compliance with the state and science of reading. As of right now this consists of looking at two to three programs this winter and spring in preparation for a new core literacy program. This will also involve examining the appropriate assessments to use in literacy.

The work from both L4L and the HILL provides aligned focus areas to create a comprehensive literacy plan that will enhance and align our literacy program and work and meet the needs of our students.

A special thank you to the teacher leaders and administrators for their time and commitment to this literacy effort and the amount of work that has gone into this and will continue to go into the literacy program.

(L4L: This allows us to dive a bit deeper into the MTSS which compliments the work we are doing with the needs assessment.)

PD:

January 13th was our full PD day. We started with guest speaker, Dr. Rob Evans, a psychologist, a former high school and pre-school teacher, and a former child and family therapist presenting the best ways educators can deal with educational challenges and maintain energy and resilience. He has consulted to more than 1,700 schools in districts across the country and is the author of many articles and four books.

The afternoon sessions provided teachers with collaborative time on unpacking the information provided by Dr. Evans to use in the classroom within grade levels and subject areas.

Instruction Council:

Our District Leadership Team, or Instructional Council, has been meeting monthly to review PD offerings and begin developing a Curriculum Review Cycle. Today, we discussed PD feedback results and began planning for PD ideas for next year. I appreciate the feedback and time we are getting from the teacher leadership team.

Learning Walks:

We conducted our 4th Learning Walk as a district leadership team at Rochester Memorial on January 6th. We were able to see some valuable teaching and learning in the classrooms. It provided time for administrators to have productive conversations T&L expectations. Our next learning walk is this Friday at the HS. I want to thank the teachers and administrators for hosting and creating a collaborative atmosphere.

New Teacher Induction:

For new teacher induction, Dr. Robin Gilpatrick will be providing the second part of a two part series on behavior and classroom management. This will happen at the end of the month.

Project 351:

Project 351 had a great kickoff last month where our Director of Guidance, Lauren Millette, joined by two of our juniors at the Celtics training camp to learn the initial playbook of promoting a sense of belonging. Over the next couple of months, training will begin for some of our students at grades 5-8 who will be ambassadors for the program in order to bring the sense of belonging training to our students. This is exceptional because it's the kids that get trained and will train each other. Thank you to Ms. Millette and the juniors that attended this training. It really is an exciting opportunity!

PRINCIPAL'S REPORT:

Mr. Medeiros reported on the following:

Congratulations to the 5th and 6th grade chorus, band and jazz band members on their outstanding performance during the annual RMS Holiday Concert. Additionally, I would like to thank Ms. Audette, Mrs. Laprise and our accompanist Ms. Sparklin for planning, organizing and directing the concert. Their commitment and dedication to the RMS Music program was on full display during the event as each performance demonstrated how well prepared our musicians were. Lastly, thank you to Mrs. Hemenway for the beautiful decorative festive artwork.

On Friday January 5th we welcomed the members of the District Leadership Council for a

learning walk visit focused on teaching and learning here at RMS.

We hosted a Nature's Classroom parent/guardian informational session on Monday January 9th 6:30pm - 7:30pm in the RMS cafeteria. The session included a presentation from the Nature's Classroom staff on information related to the student experience and they answered any questions our parents/guardians may have had. Additionally, the grade 6 team presented important information regarding health forms, packing list and payment.

The RMS Hill for Literacy team met with our sister school Hill teams and a representative from the Hill on Tuesday January 10th to begin planning our district literacy plan. Additionally, on Wednesday January 18th some members from the same RMS Hill team and I participated in session four of the Lead 4 Literacy workshop through the DESE.

At this time of the school year, we look forward to welcoming our incoming kindergarten families through our annual parent/guardian informational session held here at RMS. During this session, families learn how they can register their incoming kindergartner for the 2023-2024 school year and get insight into what the kindergarten experience will be like for their child. A letter will go out to all of incoming K families later this month with details regarding this informational meeting.

VIII. School Committee

B. Committee Reports

1. Budget Subcommittee- Ms. Hartley reported that the committee met today at 5:00 p.m. and had a terrific meeting. She explained that the next step is to meet with town officials.
2. ORR District School Committee – Mr. Chisholm reported that the committee met last week and approved the 23-24 school calendar, along with policies JIC, JB, JH and Section D Fiscal policies. The committee is meeting again on March 30, 2023.
3. SMEC- Ms. Fernandes reported that they met on November 29, 2022. They approved the minutes from the September meeting. Staff appointments and reductions were discussed. There was an independent presentation by Powers and Sullivan which indicated a fully reconciled financial system in the SMEC Organization. Surplus funds and transfer were discussed and approved. The draft of the annual report was discussed and approved. Next meeting is Tuesday, January 31st.
4. READS- Mr. Nelson reported that READS met on January 19th. Normal business was conducted regarding the approval of minutes, most of the time was spent looking at a draft FY24 presentation. We also discussed READS collaborative agreements. New staff and resignation information was reported by the director. The annual report is included in the back-up information for your review.
5. Tri-town Foundation- no report
6. Early Childhood Council- Ms. Duggan reported that the committee next meets on February 1, 2023.
7. Policy Sub-Committee- Ms. Duggan reported that this committee last met Wednesday, December 21 and reviewed the following policies: 20 Section D Fiscal Policies, the JH Student Absences and Excuses Policy, and BEDH, the Public Comment at School Committee Meetings Policy. We also heard from Dr. Fedorowicz that her review of the District Adopted Procedures had been completed and that the resulting recommendation was to not make any changes. At the Joint School Committee earlier this month, the Section D Fiscal Policies were approved, and the JE Attendance Policy was rescinded and replaced by JH Student Absences and Excuses Policy, which necessitated some changes to student handbooks that we discussed earlier today. Policies from earlier in the year that required additional discussion: JIC – Student Discipline and JB - Equal

Educational Opportunities, were also approved. The final policy from the 12/21 meeting, BEDH – Public Comment at School Committee Meetings, was not discussed, a vote to approve was not taken, and the policy will be sent back to the policy subcommittee for further consideration. The next scheduled meeting of the policy subcommittee is March 8, 2023.

8. Equity Sub-Committee: Mr. Chisholm reported that the committee last met on January 17th. He stated updates were presented on the Equity Plan and the Incident Reports. The next meeting is March 30th.

C. School Committee Reorganization

Superintendent Nelson recommended the School Committee appoint Melissa Wilcox as the School Committee Secretary and add Melissa Wilcox as a Recording Secretary.

MOTION: Ms. Fernandes to appoint Melissa Wilcox as the School Committee Secretary.

SECOND: Ms. Duggan

ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes

MOTION: Ms. Fernandes to add Melissa Wilcox as a Recording Secretary.

SECOND: Mr. Chisholm

ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes

IX. Future Business

A. Timeline

Chairperson Hartley reported:

The next meeting of the Rochester School Committee is February 16, 2023 @ 6:30pm in person at Rochester Memorial School.

The next meeting of the Joint School Committee is March 30, 2023 @ 6:30pm in person at the Media Room at the Jr. High School.

XII. EXECUTIVE SESSION

MOTION: by Ms. Fernandes at 7:01 p.m. to enter executive session for the purpose of exception #3 and exception #7

SECOND: by Ms. Duggan

4:0 ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes.

MOTION: Ms. Fernandes to come out of Executive Session at 7:15 pm only to adjourn.

SECOND: Ms. Duggan

4:0 ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes.

MOTION to adjourn at 7:16 p.m. by Ms. Duggan

SECOND: by Mr. Chisholm

4:0 ROLL CALL: Duggan: yes, Chisholm: yes, Fernandes: yes, Hartley: yes.

Submitted,

Melissa Wilcox

School Committee Secretary



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Your Contact Information:

First Name: Kathleen Last Name: LeClair

Address: _____

City: Mattapoisett State: MA Zip Code: 02739

Phone Number: _____ Ext. _____

Email: _____

Organization or Media Affiliation (if any): None

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☐ City/Town ☐ County ☒ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Old Rochester Regional School Committee - Equity subcommittee, Marion, Mattapoisett, Rochester

Specific person(s), if any, you allege committed the violation: Committee Chair(s)/Secretary/Keeper of the Records ORR School District

Date of alleged violation: Feb 3, 2023

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Public Records requests have revealed that accurate detailed minutes as required by state law are not available for public review for meetings held by the Equity (f/k/a Anti-Racism) Subcommittee during a period starting 10/5/2020 through 6/21/2022. This information was confirmed by the district's keeper of the records on February 3, 2023 and is the most recent date the public became aware of this OML violation.

Other violations of Policy KCD Public Gifts to School and State Law MGL 71:37A pertaining to donated books to the public school libraries has created mistrust and division in the community. The authority of certain actions of this committee is in question therefore minutes need to be made available as soon as possible.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Provide detailed minutes in accordance with state laws for all meetings held from 10/5/2020 through 6/21/2022.

Provide a clarity on the following excerpt from the October 13, 2022 Meeting minutes, "MASC was clear that school committee members must adhere to the functions of their role and to clarify that the subcommittee is not a "taskforce". Why did MASC need to clarify this?

Provide a public statement explaining why minutes were not being recorded in accordance with state law.

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body

Date Received by Public Body:

For Use By AGO

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Address: _____

City: Mattapoisett State: MA Zip Code: 02739

Phone Number: _____ Ext. _____

Email: _____

Organization or Media Affiliation (if any): None

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☐ City/Town ☐ County ☒ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Old Rochester Regional School Committee - Policy subcommittee Marion, Mattapoisett, Rochester

Specific person(s), if any, you allege committed the violation: Committee Chair(s)/Secretary/Keeper of the Records ORR School District

Date of alleged violation: Feb 3, 2023

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Public Records request have revealed that accurate detailed minutes as required by state law are not available for public review for Policy Subcommittee meetings conducted between November 2020 through September 2022. This information was confirmed by the district's keeper of the records on February 3, 2023 and is the most recent date the public became aware of this OML violation.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Provide detailed minutes in accordance with state laws for all meetings held from November 2020 through September 2022.
Provide a public statement on why minutes were not being prepared and approved in a timely manner in accordance with state laws.

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Signed: 

Date: 2/11/23

For Use By Public Body
Date Received by Public Body:

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Specific person(s), if any, you allege committed the violation: Committee Chair(s)/Secretary/Keeper of the Records ORR School District

Date of alleged violation: Feb 3, 2023

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Extensive review of Meeting Minutes, Public Records Requests and confirmation from the District's Keeper of the Records received February 3, 2023, have revealed that all Committees in the Old Rochester Regional School District are in violation of Policy KCD – Public Gifts to the Schools, for not obtaining committee approval for books donated by the group "Tri-Town Against Racism" (TTAR) to the school libraries. The Policy states, "In accordance with state law, all grants and gifts to the district shall be reviewed and accepted by the School Committee before expenditure or use". By not obtaining approval, our School Committees have violated this Policy and Massachusetts State Law <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXII/Chapter71/Section37A>.

As a result of this violation of policy and state law the committee(s) have also failed to provide accurate minute records to the public that contain committee approval of the titles of all book donations made to the public school libraries by TTAR, as required by Massachusetts State Law <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIII/Chapter30A/Section22>

"Section 22. (a) A public body shall create and maintain accurate minutes of all meetings, including executive sessions, setting forth the date, time and place, the members present or absent, a summary of the discussions on each subject, a list of documents and other exhibits used at the meeting, the decisions made and the actions taken at each meeting, including the record of all votes".

The public first became aware of this OML violation on February 3, 2023.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Provide minutes containing the committee approvals of each book donation made by TTAR from June 2020 to date. Approvals should contain an accurate list of all book titles donated and the date of each donation.

If minutes with approvals cannot be produced, a public statement made to the community explaining under what authority the committee(s) acted when it made the decision not to obtain approvals of book donations as required by state law and how they plan to rectify the violation.

** and all book donations made to the school district since June 2020.

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