



# Dover School Committee

Thursday, March 14, 2024

6:30 PM

Dover-Sherborn Middle School Library

[Livestream via Dover-Sherborn Cable Television](#)

## AGENDA

1. **Call to Order**
2. **Community Comments**  
[Zoom Link](#) (Meeting ID: 828 0571 4017; Passcode: 318411) (Available for Community Comments only)  
**\*\* Dover Public Schools – Public Hearing on the Proposed FY25 Budget\*\***
3. **Vote on FY25 Budget** **A.R.**
  - General Discussion
4. **Financial Reports**
  - Warrant Report
  - FY24 Monthly Report
5. **Superintendents Comments**
6. **Discussion Items**
  - Proposed Revisions Accept Collaborative Agreement – 1<sup>st</sup> Read
  - Continued Discussion of 2024-2025 School Calendar
7. **Action Items** **A.R.**
  - Annual School Committee Vote on MA School Choice Law
  - Approval of Student Opportunity Act Plan
  - Policy METCO Representative to the School Committee 2<sup>nd</sup> read
  - PTO Request for use of Chickering School Fundraiser
8. **Consent Items** **A.R.**
  - Approval Dover School Committee Minutes January 16, 2024
9. **Communication for Members**
  - [Chickering Newsletter February 28, 2024](#)
  - [Chickering Newsletter February 14, 2024](#)
  - Regional School Committee Minutes February 6, 2024
  - Sherborn School Committee Minutes February 6, 2024
10. **Items for April 2, 2024 Meeting (5:30 start)**
11. **Adjourn**

**NOTE:** The listings of matters are those reasonably anticipated by the Chair, which may be discussed at the meeting. Not all items listed may, in fact, be discussed and other items not listed may also be raised for discussion to the extent permitted by law.

# The Public Schools of Dover and Sherborn

157 Farm Street  
Dover, MA 02030  
Phone: 508-785-0036 Fax: 508-785-2239  
[www.doversherborn.org](http://www.doversherborn.org)



Elizabeth M. McCoy, Superintendent  
Denton Conklin, Assistant Superintendent

Dawn Fattore, Business Administrator  
Kate McCarthy, Director of Student Services

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TO: Dover School Committee  
FROM: Dawn Fattore, Business Administrator  
DATE: March 12, 2024  
RE: FY25 Operating Budget– Version 3.0

## New FY25 Budget Documents

The following documents are being presented along with Version 3.0 of the FY25 Budget:

- Summary of Budget Adjustments
- Operating Expense Summary
- Enrollment Projections (updated for K based on census data)
- OOD Projection – March 2024

There are six adjustments being brought forward for review at this time resulting in a net decrease to the FY25 Budget of **\$122,625**. Three are related to the move of the Connections program from Pine Hill to Chickering, two are related to the projected kindergarten enrollment and the last adjustment relates to available grants to offset the one-time cost of new math curriculum. We will walk through the adjustments at Thursday's meeting.

The FY25 V3.0 budget overall increase is 4.86%, down from a 6.0% increase in V2.0.

Following the completion of the Budget Open Hearing and any additional questions from the Committee, we will ask for a vote to approve the FY25 Budget as presented at an amount of **\$11,302,838**.

## Budget Timeline

With Thursday night's approval, the Committee's work is completed with the next steps being at the town level.

Dover Warrant's Open Hearing is scheduled for **March 18<sup>th</sup> at 7:30pm**. An abbreviated budget presentation will be shared for the operating budget. Dover's Annual Town Meeting is scheduled for **May 6<sup>th</sup>**.

**Dover Public Schools  
FY25 Proposed Budget  
Summary of Budget Adjustments**

	FY24 Budget	FY25 Proposed Budget	Change \$	%
<b>Presented November 21, 2023</b>				
<b>Chickering In-District</b>	\$8,221,141	\$8,675,463	\$454,322	5.53%
<b>OOD Tuition and Transportation:</b>				
Tuition	2,185,000	2,681,900	496,900	22.74%
Transportation	372,500	372,500	0	0.00%
<b>Total OOD</b>	<b>\$2,557,500</b>	<b>\$3,054,400</b>	<b>\$496,900</b>	<b>19.43%</b>
<b>Total Dover Public Schools</b>	<b>\$10,778,641</b>	<b>\$11,729,863</b>	<b>\$951,222</b>	<b>8.83%</b>

	FC			
<b>Presented January 16, 2024</b>				
<b>Chickering In-District</b>		\$8,675,463		
Salary Adjustment based on anticipated retirements	2305	(60,000)		
<b>In-District Increase (Decrease):</b>		<b>(60,000)</b>		
<b>Revised Chickering In-District</b>		<b>\$8,615,463</b>	<b>\$394,322</b>	<b>4.80%</b>
<b>OOD Tuition &amp; Transportation</b>		\$3,054,400		
Reduction in Projected Tuition costs		(316,900)		
Increase in Projected Transportation costs		72,500		
<b>OOD Increase (Decrease):</b>		<b>(244,400)</b>		
<b>Revised OOD</b>		<b>\$2,810,000</b>	<b>\$252,500</b>	<b>9.87%</b>
<b>Total Dover Public Schools net change as of 1/16/2024</b>		<b>\$10,778,641</b>	<b>\$11,425,463</b>	<b>\$646,822</b> <b>6.00%</b> <b>(\$304,400)</b>

<b>Presented March 14, 2024</b>				
<b>Chickering In-District</b>		\$8,615,463		
Transfer Connections (GOALS) Educator from Pine Hill	2305	67,708		
Additional EAs for Connections Program (2 total, 1 to grant)	2330	32,353		
Reduction of one K classroom section based on enrollment	2305	(67,533)		
Reduction of one K EA based on enrollment	2330	(28,153)		
Utilize ESSER III funds to offset portion of new math curriculum	2410	(17,000)		
<b>In-District Increase (Decrease):</b>		<b>(12,625)</b>		
<b>Revised Chickering In-District</b>		<b>\$8,602,838</b>	<b>\$381,697</b>	<b>4.64%</b>
<b>OOD Tuition &amp; Transportation</b>		\$2,810,000		
Placement changes from Connections move to Dover		(110,000)		
<b>OOD Increase (Decrease):</b>		<b>(110,000)</b>		
<b>Revised OOD</b>		<b>\$2,700,000</b>	<b>\$142,500</b>	<b>5.57%</b>
<b>Total Dover Public Schools net change as of 3/14/2024</b>		<b>\$10,778,641</b>	<b>\$11,302,838</b>	<b>\$524,197</b> <b>4.86%</b> <b>(\$122,625)</b>

**Dover Public Schools**

**FY25 OPERATING EXPENSE SUMMARY V3.0**

Description	FY21	FY22	FY23	FY24	FY25	%	% CHANGE	%	% SUB	% TOTAL
	Expended	Expended	Expended	Budget*	Proposed*					
SALARIES & OTHER COMPENSATION	6,130,698	6,404,878	6,776,587	7,075,018	7,458,649	383,631	5.42%		86.70%	
OTHER EDUCATIONAL EXPENDITURES	367,394	406,557	511,087	459,818	454,368	(5,450)	-1.19%		5.28%	
GENERAL EDUCATION TRANSPORTATION	243,257	267,660	266,566	268,305	276,821	8,516	3.17%		3.22%	
BUILDINGS & GROUND EXPENDITURES	313,601	344,489	348,002	418,000	413,000	(5,000)	-1.20%		4.80%	
Sub-total In-District	7,054,950	7,423,584	7,902,242	8,221,141	8,602,838	381,697	4.64%			76.11%
TUITION	2,213,965	1,521,233	1,351,248	2,185,000	2,255,000	70,000	3.20%		83.52%	
TRANSPORTATION	414,264	420,347	406,555	372,500	445,000	72,500	19.46%		16.48%	
Sub-total OOD	2,628,230	1,941,580	1,757,803	2,557,500	2,700,000	142,500	5.57%			23.89%
TOTAL SCHOOL DEPARTMENT	\$9,683,180	\$9,365,164	\$9,660,044	\$10,778,641	\$11,302,838	\$524,197	4.86%			100.00%
CB Expenditures	\$1,094,158	\$1,163,340	\$1,151,763							
TOTAL SCHOOL DEPARTMENT w/CB	\$10,777,337	\$10,528,504	\$10,811,807	\$10,778,641	\$11,302,838					

\* Budget years include 100% of OOD costs (FY24 CB is \$1.1 million with transportation, FY25 is estimated to be approx. \$1.3 million, tuition only)

based on Proposed Budget as of March 14, 2024

**Chickering Elementary School**  
**Ten-Year Enrollment History and Five-Year Projections**  
**October 1, 2023**  
**Grades K-5**

Year	K	1	2	3	4	5	Total
2014-15	54	67	78	82	92	102	475
2015-16	61	61	75	82	86	95	460
2016-17	64	72	68	83	96	88	471
2017-18	65	75	78	73	87	94	472
2018-19	75	71	81	78	84	88	477
2019-20	79	80	72	85	82	84	482
2020-21	63	85	77	76	87	88	476
2021-22	83	68	88	82	74	90	485
2022-23	76	89	72	99	85	78	499
2023-24	62	75	89	66	96	87	475

**OCTOBER**

Sections	4	4	5	4	5	4	26
Avg. C/S	15.5	18.8	17.8	16.5	19.2	21.8	18.3

**Projections:**

3-Year Rate		105%	103%	104%	99%	104%	
2024-25	51	65	77	92	66	100	451
2025-26	63	53	67	80	92	68	423
2026-27	59	66	55	69	80	95	423
2027-28	58	61	68	57	69	83	395
2028-29	60	60	63	70	57	71	382

**Projections:**

1-Year Rate		99%	100%	92%	97%	102%	
2024-25	51	61	75	82	64	98	431
2025-26	63	50	61	69	79	66	388
2026-27	59	62	50	56	67	81	375
2027-28	58	58	62	46	54	68	346
2028-29	60	57	58	57	45	56	332

**School Committee Class Size Policy**  
**17-22 students in K through Grade 5**

**FY25 Projections - 3-Year Rate**  
*#Sections/Class Size*

K	1	2	3	4	5	
3	4	4	5	4	5	25
51	65	77	92	66	100	451

Avg. C/S                      17.0                      16.3                      19.3                      18.4                      16.5                      20.0                      18.0

**DOVER PUBLIC SCHOOLS**  
**FY25 Projection - OOD Detail**  
**March, 2024**

Grade Level/Age	# of students	Tuition MA Public	Tuition Collaborative	Tuition Non-Public	Tuition Out-of-State	Tuition OOD Total
ELEMENTARY (PK-5)	less than 3	\$0	\$85,000	\$60,000	\$0	\$145,000
MIDDLE SCHOOL (6-8)	3	\$75,000	\$0	\$230,000	\$0	\$305,000
HIGH SCHOOL (9-11)	8	\$0	\$180,000	\$460,000	\$75,000	\$715,000
HIGH SCHOOL (12)	less than 3	\$0	\$0	\$80,000	\$105,000	\$185,000
12+ (up to 22 years old)	4	\$0	\$100,000	\$805,000	\$0	\$905,000
<b>TOTAL:</b>	<b>19</b>	<b>\$75,000</b>	<b>\$365,000</b>	<b>\$1,635,000</b>	<b>\$180,000</b>	<b>\$2,255,000</b>

**FY24 Budget**

**18**

\$445,000 Transportation

**\$2,700,000** Total Operating

**Rollforward of FY24 to FY25**

#	Approx. \$
18	FY24 Budgeted
(4)	Graduated/Aged-out (465,000)
(1)	Move out of District (65,000)
(2)	Returned to District (110,000)
8	New Placements 630,000
	Tuition increases 80,000
	Changes in Placements 0
<b>19</b>	<b>increase for FY25 70,000</b>

**Year to Year Tuition Comparison:**

<b>FY25 Budget</b>	\$2,255,000
<b>FY24 Budget</b>	<u>\$2,185,000</u>
<i>increase for FY25</i>	<u><b>70,000</b></u>

**Transportation Detail:**

ACCEPT Est:	\$400,000
ACCEPT Monitors/Late runs	\$5,000
ACCEPT Summer	\$30,000
<u>Parent Reimbursement:</u>	<u>\$10,000</u>
<b>Transportation Total:</b>	<b>\$445,000</b>

**FY25 Budget**  
**\$372,500 FY24 Budget**

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Elizabeth M. McCoy, Superintendent  
Denton Conklin, Assistant Superintendent

Dawn Fattore, Business Administrator  
Kate McCarthy, Director of Student Services

TO: Dover School Committee  
FROM: Dawn Fattore, Business Administrator  
DATE: March 12, 2024  
RE: Approved FY24 Warrants

The following FY24 Accounts Payable Warrants were approved by one of the Committee's designated signers:

<u>Voucher #</u>	<u>Date</u>	<u>Amount</u>	<u>Fund</u>
1071	1/11/2024	\$10,453.30	Food Service
1072	1/11/2024	\$22,006.17	General-School
1074	1/25/2024	\$1,425.00	Title IVA
1075	1/25/2024	\$300.00	ESSER III
1076	1/25/2024	\$615.86	240 Grant
1077	1/25/2024	\$137.50	274 Grant
1078	1/25/2024	\$172,507.47	General-OOD
1079	1/25/2024	\$12,109.03	General-School
1080	1/25/2024	\$4,250.00	Title I
1082	2/8/2024	\$1,716.00	Bldg Rental
1083	2/8/2024	\$96,450.61	Circuit Breaker
1084	2/8/2024	\$159,153.04	General-OOD
1085	2/8/2024	\$63,933.07	General-School
1087	2/22/2024	\$20,011.93	Food Service
1088	2/22/2024	\$25,910.60	General-School
1089	2/22/2024	\$177,476.03	General - School
1090	2/22/2024	\$129,539.25	General-OOD
1092	3/7/2024	\$73,728.13	General-OOD
1093	3/7/2024	\$90,227.99	Circuit Breaker
1094	3/7/2024	\$16,945.00	Capital Project-FY24 Fire Control
1095	3/7/2024	\$707.45	PreSchool Revolving
1096	3/7/2024	\$48,506.07	General-School

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TO: Dover School Committee  
FROM: Dawn Fattore, Business Administrator  
RE: FY24 Operating Update  
DATE: March 12, 2024

Attached please find:

- \* Status of Appropriations as of February 29, 2024
- \* Special Revenue/Revolving Funds as of February 29, 2024

*Note: As in previous years, the financial narrative will be rolling with new/updated information in **bold**.*

## Status of Appropriations

### Salaries

Function code budgets now include the allocation of the salary reserve approved in the FY24 Budget. The majority of salaries for FY24 have been encumbered. There are variances in several of the line items resulting from the following:

- *Educators, Classroom* reflects a leave of absence.
- *Educators, SPED* reflects the addition of a .8FTE Speech Language Pathologist and .35FTE Physical Therapist that were previously covered by outside contracted services in the SPED Services/Supplies Expenditure line item. There will be some savings in that line item (approx. \$40,000) to offset the negative variance in salaries. With the start of the school year and an evaluation of needs, an additional .2FTE of OT services has been allocated to Chickering based on the current cohort of students. In addition, there were several post-budget staffing changes that resulted in budget variances.
- *Educational Assistants* reflect savings from SPED positions not needed due to changes in student placements and the needs of the current cohort of students. These savings help offset the increase in OOD expenses noted below. This variance may decrease as we continue to finalize positions.

Custodial overtime and substitute costs are expensed as incurred. We will update the committee on changes in staffing as the year progresses.

### Expenditures

There are no material expenditure variances to report at this time.

### Out-of-District

Tuition encumbrances are reflected for all out-of-district placements as of **February 29<sup>th</sup>**. We currently have 24 placements, six (6) more than budgeted. The total negative variance in tuition costs is approximately **\$920,000**. This is comprised of **\$600,000** from new placements and **\$485,000** from changes in placements, offset by **\$165,000** of savings from students leaving and graduating early. This is a significant variance and could continue to fluctuate as the year progresses. We will keep the Committee updated on changes.

The FY24 Circuit Breaker (CB) reimbursement has been finalized. Eligible tuition costs are being fully funded at the 75% mandated rate and eligible transportation costs at 57% (below the mandated rate of 75%). Total reimbursement is \$1,108,479 comprised of \$926,933 from tuition and \$181,546 from transportation.

*The Dover-Sherborn Schools share in the mission to inspire, challenge and support all students as they discover and pursue their full potential.*

The estimated costs for transportation have been encumbered. Given the increase in placements, actual costs are projected to exceed budget by approximately **\$90,000**. These increases have also been reflected in Version 2.0 of the FY25 Budget.

Total projected OOD costs exceed budget by approx. **\$1.0 million** but is fully covered at this time by the FY24 CB reimbursement.

### **Special Revenue/Revolving Funds**

Included for your review is the Statement of Special Revenue/Revolving Funds as of February 29, 2024.

We will be happy to answer any questions the Committee may have at Tuesday's meeting.

Dover Public Schools  
Status of Appropriations as of February 29, 2024

	<u>FY24</u>	<u>EXPENDED</u>		<u>TOTAL</u>	<u>OPERATING</u>	<u>% of</u>
<u>SALARIES</u>	<u>BUDGET</u>	<u>29-Feb</u>	<u>ENCUMBRANCES</u>	<u>PROJECTED</u>	<u>VARIANCE/ BUD.REMAINING</u>	<u>BUDGET</u>
SUPERINTENDENT	\$139,344	\$92,631	\$46,316	\$138,947	397	0.28%
BUSINESS AND FINANCE	115,968	77,628	38,814	116,442	(474)	- 0.41%
DISTRICT INFO MANAGEMENT	79,530	52,804	26,402	79,206	324	0.41%
SPED ADMINISTRATION	213,268	98,762	115,644	214,406	(1,138)	- 0.53%
SCHOOL LEADERSHIP-BUILDING	391,163	270,782	124,011	394,793	(3,630)	- 0.93%
ACADEMIC LEADERS	37,080	18,102	19,233	37,336	(256)	- 0.69%
EDUCATORS, CLASSROOM	3,740,807	1,968,788	1,726,703	3,695,491	45,316	1.21%
EDUCATORS, SPED	921,271	560,319	522,204	1,082,523	(161,252)	-17.50%
SUBSTITUTES	45,000	24,951	1,789	26,740	18,260	40.58%
EDUCATIONAL ASSISTANTS	761,941	391,431	241,739	633,170	128,771	16.90%
LIBRARIANS & MEDIA CENTER	63,262	35,325	30,279	65,604	(2,342)	- 3.70%
BUILDING BASED PD	16,875	32,598	0	32,598	(15,723)	-93.17%
GUIDANCE COUNSELORS	128,288	69,997	59,998	129,995	(1,707)	- 1.33%
PSYCHOLOGICAL SERVICES	99,399	56,307	48,263	104,570	(5,171)	- 5.20%
MEDICAL/HEALTH SERVICES	96,286	49,369	42,152	91,520	4,766	4.95%
CUSTODIAL SERVICES	225,536	127,949	78,957	206,906	18,630	8.26%
<b>TOTAL SALARIES</b>	<b>\$7,075,018</b>	<b>\$3,927,742</b>	<b>\$3,122,503</b>	<b>\$7,050,245</b>	<b>\$24,773</b>	<b>0.35%</b>
<b>EXPENDITURES</b>						
SCHOOL COMMITTEE	\$10,650	\$9,364	\$706	\$10,069	581	5.45%
SUPERINTENDENT	17,300	17,025	0	17,025	275	1.59%
LEGAL SERVICES	9,000	5,000	0	5,000	4,000	44.44%
DISTRICT INFO MANAGEMENT	84,500	64,440	7,395	71,835	12,665	14.99%
SCHOOL LEADERSHIP-BUILDING	18,158	19,027	1,086	20,113	(1,955)	-10.77%
CLASSROOM CONTRACTED SERVICES	3,500	3,337	0	3,337	163	4.64%
SPED SERVICES/SUPPLIES	110,200	43,839	15,788	59,627	50,573	45.89%
LIBRARIANS & MEDIA CENTER	13,860	10,694	107	10,801	3,059	22.07%
COURSE REIMBURSEMENT/PD	34,900	16,289	4,150	20,439	14,461	41.44%
TEXTBOOKS & RELATED SOFTWARE	41,000	42,799	0	42,799	(1,799)	- 4.39%
LIBRARY INSTRUCTIONAL MATERIALS	6,100	4,759	19	4,778	1,322	21.68%
INSTRUCTIONAL EQUIPMENT	17,500	8,796	3,779	12,575	4,925	28.14%
GENERAL SUPPLIES	63,050	51,116	1,682	52,798	10,252	16.26%
CLASSROOM INSTRUCT TECHNOLOGY	24,000	24,693	3,795	28,488	(4,488)	-18.70%
GUIDANCE	3,500	2,597	0	2,597	903	25.80%
MEDICAL/HEALTH SERVICES	2,600	1,258	0	1,258	1,342	51.61%
TRANSPORTATION SERVICES	268,305	133,951	139,461	273,412	(5,107)	- 1.90%
CUSTODIAL SERVICES	25,000	18,414	596	19,009	5,991	23.96%
UTILITIES	257,500	125,250	95,742	220,992	36,508	14.18%
MAINTENANCE OF BUILDING	135,500	78,972	22,706	101,678	33,822	24.96%
<b>TOTAL EXPENDITURES</b>	<b>\$1,146,123</b>	<b>\$681,620</b>	<b>\$297,011</b>	<b>\$978,631</b>	<b>\$167,492</b>	<b>14.61%</b>
<b>TOTAL INDISTRICT OPERATING</b>	<b>\$8,221,141</b>	<b>\$4,609,362</b>	<b>\$3,419,514</b>	<b>\$8,028,876</b>	<b>\$192,265</b>	<b>2.34%</b>
<b>OOD TUITION &amp; TRANSPORTATION</b>						
TUITION TO MA SCHOOLS	0	36,832	143,849	180,681	(180,681)	-100.00%
TUITION TO COLLABORATIVES	310,000	259,392	112,396	371,788	(61,788)	-19.93%
TUITION TO NON-PUBLIC SCHOOL	1,695,000	1,392,721	867,431	2,260,152	(565,152)	-33.34%
TUITION TO OUT OF STATE SCHOOLS	180,000	174,103	120,594	294,697	(114,697)	-63.72%
TRANSPORTATION SERVICES	\$372,500	\$264,013	\$197,276	\$461,289	(88,789)	-23.84%
<b>TOTAL OOD</b>	<b>\$2,557,500</b>	<b>\$2,127,060</b>	<b>\$1,441,547</b>	<b>\$3,568,607</b>	<b>(\$1,011,107)</b>	<b>-39.53%</b>
<b>TOTAL OPERATING</b>	<b>\$10,778,641</b>	<b>\$6,736,422</b>	<b>\$4,861,061</b>	<b>\$11,597,484</b>	<b>(\$818,843)</b>	<b>- 7.60%</b>
<b>CB Reimbursement offset at 75%</b>				<b>(\$1,108,479)</b>	<b>\$1,108,479</b>	
<b>Est. Operating Expenses/ Surplus</b>				<b>\$10,489,005</b>	<b>\$289,636</b>	

**Dover Public School**  
**Special Revenue/Revolving Funds as of February 29, 2024**

<u>SPECIAL REVENUE/REVOLVING FUNDS</u>	<u>FUND BALANCE @7/01/2023</u>	<u>REVENUE</u>	<u>EXPENDITURES / ENCUMBRANCES</u>	<u>FUND BALANCE @ 02/29/24</u>	<u>Notes:</u>
BUILDING RENTAL	\$ 79,585	\$ 2,549	\$ 5,774	\$ 76,360	
CIRCUIT BREAKER	-	1,108,479	1,108,479	-	
FOOD SERVICES	249,013	180,094	171,200	257,907	<i>Net of deposits in advance - \$15,971, Reported ACTUAL ACTIVITY ONLY</i>
GIFTS (see pg 2 for details)	22,499			22,499	
PRESCHOOL	197,153	101,815	110,487	188,481	<i>Preschool tuition balances of \$32,036 due (March payment) Estimated fund balance @ June 30 = \$220,517</i>
<b>FIDUCIARY FUND</b>					
STUDENT ACTIVITY FUND	\$ 14,222			\$ 14,502	<i>Student Activity Account balance per school</i>



# Red line Version - Proposed Revisions

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ACCEPT Education Collaborative

Articles of Agreement

Amended Pursuant to *MGL c 40, § 4E*

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Effective 07/01/2024

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ACCEPT Education Collaborative Agreement  
Pursuant to MGL c 40, § 4E

PREAMBLE / AUTHORIZATION

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

This Agreement replaces the original Agreement dated September 1, 1976, as most recently amended on May 19, 2015, entered into by and between the School Committees and charter school boards which are listed in Section I (hereinafter, the "member districts") and will be effective upon the approval of the member districts and the Massachusetts Board of Elementary and Secondary Education as indicated on the signatory page.

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SECTION I: MEMBERSHIP

All member districts will appoint their superintendents or charter school board member as their appointed representatives. The membership of the ACCEPT Education Collaborative, as of the effective date of this Agreement, includes the School Committees from the following school districts, as indicated by the Chairs of the School Committees:

- Ashland
- Dover
- Dover-Sherborn
- Framingham
- Franklin
- Holliston
- Hopkinton
- South Middlesex Regional Vocational (Joseph P. Keefe Technical)
- Medfield
- Medway
- Millis
- Natick
- Needham
- Sudbury
- Sherborn
- Wellesley
- Westborough

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

Mission, Purpose and Focus

Since its formation in 1974, ACCEPT Education Collaborative has established trusted partnerships to promote excellence and innovation in educational practice. The mission and purpose of ACCEPT is to leverage the collective power and resources of member school districts to provide excellent, cost-effective

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regional programs and services to unlock the potential of students, their families, educators and communities. ACCEPT currently offers a wide range of programs and services whose focus is to minimize the impact of student disabilities or weakness and maximize student outcomes including achievement, independence and participation in the community.

To carry out the mission and purpose of the Collaborative, ACCEPT, acting through its Board of Directors, (hereinafter the Board or Collaborative Board) may contract with corporations, individuals, associations, agencies, and/or any other entities in order to obtain and provide services for a member district. In addition, the Collaborative, with the approval of the Board, will continue to increase and expand its level of service in general and special education, occupational-vocational education, professional development and training, home based and consultative services, research and development of innovative programs, and in any such area determined to be a need of member districts if such new programs are in alignment with ACCEPT's mission, vision and core values.

**Objectives of ACCEPT Education Collaborative are to:**

- Deliver efficient, cost-effective and **high-quality** programs and services that minimize the impact of student disabilities and maximize student outcomes including achievement, independence and participation in the community
- Develop and implement programs and an array of services that increase educational opportunities for students, families, educators and districts when it is determined that such programs and services can most effectively, efficiently and economically be provided on a Collaborative basis and complement, strengthen and meet the evolving needs of the member districts
- Expand program options in alignment with the mission and purpose of the Collaborative to help districts maximize cost-efficiency and program effectiveness through a Collaborative effort
- Provide safe, reliable and efficient transportation services for students with disabilities
- Offer quality professional development opportunities to general and special education teachers, administrators, and related service providers, focused on closing the achievement gap, preventing unnecessary referrals to special education and personalizing learning for students

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**SECTION III: PROGRAMS AND SERVICES**

ACCEPT will offer cost-effective programs and services deemed appropriate by the Board that complement and supplement the educational programs and services of the member districts. ACCEPT currently provides the following services and programs:

1. Special education programs, particularly for low incidence populations
2. Special education transportation
3. Home-based parent training
4. Behavioral and educational consultation and assessment services
5. Professional development
6. Support of initiatives from the Massachusetts Department of Elementary and Secondary Education
7. Grant writing and implementation on behalf of school districts
8. Exploration and pursuit of grants and other funding to support identified needs of the member districts
9. Education technology
10. Medicaid reimbursement services

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

Commented [GP(1)]: Please add "this agreement and"

#### SECTION IV: GOVERNANCE

Each member district executing this Collaborative Agreement shall annually appoint the superintendent of schools or charter school board member to serve as its representative (hereinafter referred to as appointed representatives) on the ACCEPT Education Collaborative Board. ~~An appointed representative of the Commissioner of Elementary and Secondary Education shall be a voting member of the Board.~~ The Board shall provide overall management and supervision of ACCEPT. No employee, including the Executive Director, Treasurer, and Business Manager, of the Collaborative may serve on the Board. All appointed representatives and employees shall be public employees subject to MGL c 268A, which requires compliance with the conflict-of-interest law.

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It is the function and responsibility of the Board to formulate policy for ACCEPT and to oversee the operation of ACCEPT to the end that the educational needs of students enrolled in its programs are met in an effective and economical way, and that the needs of the member districts for efficient, joint programs and services are addressed.

A quorum for conducting business shall consist of a simple majority of the appointed representatives. A quorum is not needed to close the meeting. In order to pass any motion, a majority vote of the appointed representatives present shall be required, except that a vote to terminate the Collaborative shall require a 2/3 vote of the Board and be approved in accordance with Section XII of this Agreement. The Executive Director, or designee, will act as executive secretary to the Board. The Executive Director shall attend all Board meetings, but shall not be entitled to a vote.

Deleted: Each appointed representative shall be entitled to one vote.  
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The Board shall hold at least six (6) meetings each fiscal year. The schedule for the meetings will be determined by the Board Chairperson in collaboration with the Executive Director at the last meeting of the year in preparation for the new fiscal year. The Executive Director may call special meetings for special purposes with consent of the Board Chairperson or by the Board Chairperson him/herself. Meetings will be posted in accordance with MGL c 30A §§ 18-25.

At the last Board Meeting of the year, the Board will elect a Chairperson and vice-Chairperson by a majority vote of the appointed representatives present. The Chairperson, by vote of the Board, may appoint such subcommittees or advisory or operating committees of the Board as will facilitate the work of the Board.

Each appointed representative shall be responsible for providing the following information to the representative's member district in accordance with the provisions of MGL c 40, § 4E and 603 CMR 50.00, et seq.

- Quarterly information and updates to the member district, at an open meeting, on the programs and services provided by the Collaborative
- A copy of the Collaborative Agreement and any amendments
- A copy of the annual budget and tuition rate
- A copy of the annual report and financial audit
- Notification of applications for real estate mortgages

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- A copy of any capital plan approved by the Board
- Any additional information as may be requested by a vote of the member district or required in MGL c 40 § 4E, 603 CMR 50.00, et seq. and any amendments thereto

**SECTION V: CONDITIONS OF MEMBERSHIP**

1. Each appointed representative shall be entitled to a vote, which cannot be delegated to any other individual. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting appointed representative and no member district shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the member district is replacing the appointed representative with that individual.

Commented [GP(6)]: Add "...for each district they represent,"

Commented [GP(7R6)]: See earlier comment and maintain consistency throughout.

Commented [GP(8R6)]: See earlier comment. P] will research.

1. Each appointed representative is expected to attend each Board meeting. If a representative has missed one half of the meetings within a fiscal year, the Board Chair or Vice Chair will meet with the representative to discuss the representative's attendance and determine a plan for attending Board meetings regularly.

A representative who misses two-thirds of the Board's meetings in a fiscal year will have a letter sent from the Chair or Vice Chair to the School Committee which appointed the representative detailing the lack of attendance, the need for active and regular participation in the business of the Board, and a notice that the representative's participation in the Board will become inactive. An inactive representative will not count toward a quorum and will not have voting rights on the Board but will continue to have other rights and obligations of membership. The Chair or Vice-Chair, in consultation with the representative, will determine when an inactive member can resume regular participation on the Board.

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Commented [GP(9)]: This doesn't read right. The district doesn't become an inactive appointed representative of the board. Maybe the district's representative will become an inactive appointed representative...

~~2. Each appointed representative is expected to attend every Board meeting. If an appointed representative has missed one-half (1/2) of the meetings within a fiscal year, the Board Chair or Vice Chair and/or Executive Director will meet with the appointed representative to discuss attendance. Notice will be given to the appointing member district within a week of the meeting in an attempt to remedy the situation. An appointed representative who misses more than two-thirds (2/3) of the Board meetings within a fiscal year will no longer be considered an appointed representative on the Board. The Board will notify the respective member district that the seat will remain vacant until such time as the member district, by appropriate vote, ensures attendance of the appointed representative. When a seat becomes vacant, the member district shall automatically become an inactive appointed representative of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership.~~

Commented [GP(10)]: ...

Commented [GP(11R10)]: ...

Commented [GP(12)]: We have provided replacement language in this paragraph.

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Commented [GP(13)]: Quorum and votes are defined by representatives, not member districts, so this should be reworked. Could say the member district's representative shall not count toward a quorum and shall not have voting rights.

3. Each appointed representative must complete the training required by the Department of Elementary and Secondary Education (Department), as outlined in MGL c 40, § 4E and 603 CMR 50.05. Should an appointed representative fail to complete the required training within the timelines set in law and regulations, their member district shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The member district's voting rights shall be reinstated once the appointed representative completes the training.

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4. No appointed representative shall be eligible to serve in the positions of Executive Director, Treasurer, Business Manager or a person with responsibilities similar to those of a town accountant, or on the Board of Directors ~~or~~ as an officer or employee of any related for-profit or non-profit organization. No employee of the Collaborative may serve on the Board of ACCEPT (603 CMR 50.06 (2) (c)).
5. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
6. Each member district will pay a yearly membership fee established by the Board in accordance with Section VII.

**SECTION VI: POWERS AND DUTIES OF THE BOARD**

The Board shall have all the powers and duties conferred and imposed upon Educational Collaborative boards by law and conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in MGL c. 40, §4E, 603 CMR 50.00 and any amendments thereof, or as may be specified in any other applicable general or special law.

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The Board is responsible for providing fiduciary and organizational oversight and accountability over the operation of the educational Collaborative including but not limited to what follows:

[The Board shall:]

- Be vested with the authority to enter into agreements with member and non-member districts or other Collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- Ensure adherence to this Agreement and progress toward achieving the purpose and objectives set forth in the Agreement; determine the appropriateness and cost-effectiveness of any borrowing, loans or mortgages, consistent with Section VII C; approve all expenditures, including contracts, borrowing, and the purchase and sale of real estate; and ensure an annual report and independent financial audit for the previous fiscal year be completed annually and upon approval of the Board be submitted to the Commissioner and Chair of each member district no later than January 1 of each year.
- Ensure the audit report is completed annually and made available on the Collaborative's website and provided upon request.
- Ensure that the Collaborative makes the annual report available on the Collaborative's website and that the Collaborative must provide a printed hard copy of the most recent annual report to members of the public upon request.
- Establish policies to support the operation of ACCEPT, and shall, from time to time, review the policies for their effectiveness and appropriateness.
- Develop/ amend policies on personnel, students, finance and internal controls, and health and nursing.
- Determine the amount of cumulative surplus revenue that may be held by ACCEPT at the end of a fiscal year consistent with the requirements of law and Section VII E of this Agreement; how and under what conditions surplus funds may be returned to member districts or credited to support Collaborative programs and services offered to member districts.
- Appoint the Executive Director, Business Manager, and Treasurer and ensure there is segregation of duties among the Executive Director, Business Manager, and Treasurer. The Board will evaluate the Executive Director and Treasurer annually.

Commented [HR(15)]: You may want to consider adding something like "...considering regional needs and opportunities" This is new language in the regulations, 50 04 3. d. 3

Commented [GP(16)]: Most of this is in prior bullet. Maybe combine this bullet and next - make audit and annual report available on website and upon request in hard copy  
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o The Executive Director shall serve under the general direction of the Board and have the day to day responsibility for all activities of the Collaborative, and shall be responsible for development and implementation and oversight of all of its programs. The Executive Director is responsible for recruitment, retention, supervision and discipline of personnel, with the exception of the Treasurer, and shall be responsible for implementing Board policies and procedures consistent with the policies of the Board. In addition, the Executive Director shall have the authority granted by MGL c40, §4E and any amendments thereto. The Executive Director shall maintain a website in accordance with MGL c 40 § 4E that shall include the list of appointed representatives serving on the Collaborative Board, copies of Board meeting minutes, a copy of the Collaborative Agreement and any amendments, a copy of the annual report and annual independent audit, and key contact information for the key educational Collaborative staff members. The Executive Director will give public notice of the date, time, location, and agenda items of all Board meetings in accordance with the MGL c 30A, §§ 18-25 pertaining to the open meetings of state governmental bodies. Detailed, accurate records of every meeting will be kept in accordance with the law pertaining to the open meetings and made available on the Collaborative website.

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o The Business Manager shall be subject to MGL c 41, Sec 52 and have the powers and responsibilities, similar to those of a town accountant and consistent with 603 CMR 50.00 and the Board approved job description. The Business Manager may not be the Treasurer of the Collaborative. The Board shall ensure an annual evaluation of such employee's performance and effectiveness.

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o The Treasurer, appointed by the Board, need not necessarily be a Treasurer of a member town or regional school district. The Treasurer is authorized, subject to the direction of the Board, to receive and disburse all monies of the ACCEPT fund without further appropriation. At the discretion of the Board, the Treasurer may make appropriate investments of ACCEPT's funds when such funds are not immediately necessary for operations, consistent with MGL c 44, § 55B. The Treasurer shall manage all receipts and disbursements through the education collaborative fund. The Treasurer is also responsible for other tasks as determined by the Board and as stipulated in the Board approved job description, consistent with 603 CMR 50.00. No Collaborative employee or appointed representative to the Board may be the Treasurer. The Treasurer shall report directly to the Board. The Treasurer must give bond annually for the faithful performance of duties as Collaborative Treasurer in a form approved by the department of revenue and in a sum not less than the amount established by the Department as shall be fixed by the Board. The Collaborative Board of Directors shall annually evaluate the Treasurer's performance and effectiveness.

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Commented [GP17]: Does this need to be defined? Is it the same as the education collaborative fund mentioned later in the paragraph?  
Found answer to my own first question - you should make a reference here to section VI B where it is defined

- o Oversee the operation of the Collaborative to the end that the educational needs of students enrolled in Collaborative programs, as well as the goals of any cooperative program of the Collaborative, are met in an effective and economical way.
- o Employ teachers, at least one registered nurse and other professional personnel, and shall enter into contracts for the services of persons who are necessary for the operation of ACCEPT programs and services.
- o Ensure that the Collaborative shall annually prepare financial statements, including a statement of net assets (government-wide); statement of activities (government-wide); governmental funds balance sheet; governmental funds statement of revenues, expenditures, and changes in fund balance; general fund statement of revenues, expenditures and changes in fund balance, budget and actual; statement of fiduciary net assets; statement of changes in fiduciary fund net assets; and capital plan identifying current capital obligations or future planned capital projects.

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- Enter into contracts for the purchase of supplies and materials and for the leasing of land, buildings, and equipment as deemed necessary by the Board and which the Board has found to be cost-effective and in the best interests of ACCEPT, the member districts and consistent with Section VII C of this Agreement (Subject to MGL c 30B).
- Create, amend, and repeal all by-laws, policies, and rules for the management and operation of ACCEPT. The Board has all other powers and duties consistent with MGL c 40 §4E.
- Borrow money for any purpose consistent with the terms of this Agreement, including, but not limited to, to meet ongoing payroll obligations, to finance the purchase and/or lease of any real or personal property, including equipment, land, and/or a building(s) (including portables), and/or to finance any renovation, reconstruction and/or construction of any real property.

Commented [GP(18)]: Here it says leasing of land - above it says purchase and sale (second bullet)  
Which is it or is it both? Please provide clarifying language.

No employee of the Collaborative may serve on the Board or shall be eligible to serve concurrently in the positions of Executive Director, Treasurer, or Business Manager or person with responsibilities similar to those of a town accountant.

## SECTION VII: FINANCE

### A. Financial Terms

1. Membership fees shall be assessed to each member district on July 1 of each year. Membership fees are to be used to offset the cost for administration and overhead. Each member district shall be charged membership dues based on a flat rate that offsets some of the administrative and overhead costs of the Collaborative determined annually by the Board as part of the budget process. Capital costs will be included in program fees and tuitions.
2. The remaining administrative costs of the Collaborative will be distributed across all programs operated by the Collaborative through an administration allocation expense proportionate to the operating budget for each program. The proportional share of administrative costs will be added to the operating budget of each program operated by the Collaborative.
3. The Board will set the fees, tuitions, and rates to be charged to districts for all Collaborative services annually based on the cost of providing the program or service. These include tuitions for specialized programs for students, hourly rates for therapy, evaluative, consultative, and the like services, and overhead calculations. Fees, tuitions, and rates will be calculated through the annual budgeting process for each program, including the administrative cost allocation noted in 2 above, with projections based on past usage.
4. Districts will be charged per unit of usage, e.g. per student enrolled, per hour of service delivery, per mile per student on transportation route, per participant enrolled in courses or workshops, or per district for multi-district initiatives. Each type of service may require a different schedule of billing, e.g. 3-4 times per year for program tuitions, per use for courses/PD, monthly for transportation, etc. Non-member districts will be charged a 20% surcharge on all services to help offset the cost of Collaborative operations.
5. The Board may enter into Agreements with member and non-member districts or other Collaboratives to establish mutually beneficial pricing arrangements.
6. The Collaborative Board may apply, by an appropriate majority vote, for state, federal, corporate, or foundation grants, and may enter into contracts to obtain the funds necessary to carry out the

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~~purpose for which the Collaborative was established; and the Board may accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.~~

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- 7. The Board may enter into contracts to obtain the funds necessary to carry out the purpose for which the Collaborative was established.
- 8. The Collaborative is subject to MGL c 30B for the procurement of goods and services. Procurement awards require Board approval.

**B. Collaborative Fund**

The Board shall establish and manage a fund to be known as the *ACCEPT Educational Collaborative Fund* (herein, "the ACCEPT fund"). The ACCEPT 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 and deposited in the fund.

**C. Borrowing**

At public meetings of the Board, the Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages to acquire or improve real property and/or equipment to support Collaborative operations. The Board shall investigate options related to borrowing, loans, and mortgages in order to determine that the terms are the most favorable available at the time of the application.

Through a majority vote, the Board will determine that the terms related to borrowing, loans, or mortgages are cost-effective and are the most favorable available at the time of the application; and shall determine, through a majority vote, that the borrowing, loans, and mortgages are necessary to carry out the purposes for which the Collaborative is established, in the best interest of the collaborative and its member districts and consistent with the terms of the Collaborative Agreement.

In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property the Board shall provide notice to each member district within 30 calendar days of applying for real estate mortgages; and discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the Collaborative Board at which the final vote is taken; see 603 CMR 50.07(8).

**D. Capital Reserve Fund**

ACCEPT may create a capital reserve fund to support costs associated with the acquisition, maintenance, and/or improvement of fixed assets, including real property, pursuant to a capital plan. Funds in a capital reserve fund may be used only for the project or purpose for which the account was established. The establishment of a capital reserve shall be subject to the approval of two-thirds of the member districts. The request for approval must state the reason for the reserve and a limit on the balance that may be held in the reserve. Deposits into the capital reserve shall be proposed and approved through the budget process.

In the event that the purpose for which the capital reserve was created requires modification, the Collaborative Board shall revise its capital plan and provide notice to all member districts. If the member district does not vote to disapprove the revised capital plan within a 45-day period, that member district shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the member districts is required to revise the capital plan.

**E. Surplus Funds**

Unexpended general funds, as defined in 603 CMR 50.00, at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus. The determination of cumulative surplus shall not include funds deposited in a capital reserve as

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provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with MGL c 32B, § 20, and any amounts prepaid for tuition or services in accordance with MGL c 40, § 4E.

The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b) 10. 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. 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 by the Collaborative.

In the event an amount is to be refunded to the member districts, each member district share will be apportioned in accordance with the percentage of usage in the program/service area that generated the surplus for the previous fiscal year, as determined by the annual financial audit.

#### F. Annual Budget Preparation and Assessment of Costs

The Board shall annually determine the Collaborative budget consistent with the timelines, terms, and requirements in MGL c 40, § 4E and 603 CMR 50.00.

The Board shall identify the programs or services to be offered by Collaborative in the upcoming fiscal year and the corresponding costs. In the fall of each year, the Executive Director will consult with staff, look at trends and examine the prior year profit and loss statements to formulate and project expenses for the next fiscal year to run each program. The budget assumptions are based on the mission and core values of the Collaborative. The proposed budget shall contain all planned financial activity for all programs offered by the Collaborative for the upcoming fiscal year classified into line item categories. The line item projections include but are not limited to needed staff, supplies, rent, materials and equipment to run the program. Fees for service are determined by computing the expenses vs. the projected participation in each program for the next fiscal year. Forecasting of students that will be enrolled in special education and transportation programs in the next fiscal year is based on past history and ongoing discussions with key constituent leaders from member districts.

The projected budget and fee structure is presented to the Finance and Budget Subcommittee, a subset of the appointed representatives, for feedback and review prior to presentation to the full Board. The Board shall hold a public meeting on the proposed budget prior to its adoption and shall adopt the final budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed but no later than March 30, of the preceding fiscal year. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees-for-service for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year. Adoption of the budget shall require a majority vote of the appointed representatives to the Board.

#### G. Budget Amendments

The Collaborative Board must approve all budget amendments including but not limited to those that decrease the budget and move funds across line items. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees for services shall adhere to the following procedures:

- a. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member districts the content of the proposed amendment

Commented [GP139]: Deleted: no later than May 30

Commented [GP120R19]: Deleted: no later than May 30

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- b. The Board at a second public meeting of the Board next following the Board meeting at which the amendment was first proposed shall vote on all amendments; adoption shall require a majority vote
- c. The Treasurer shall certify and transmit the amended tuition rates, membership dues and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board

**Commented [GP(21)]:** This language seems unnecessarily complicated. How about: The Board shall vote on the amendment at the next public meeting after the meeting at which the amendment was first proposed.

Also, should it have to be at least X days after first vote, so all of the districts are informed (under a.)?

**Commented [GP(22R21)]:** 1st and 2nd readings?

**H. Payment Terms**

ACCEPT shall submit invoices to member and non-member districts for program tuitions on a quarterly basis. Fees for services to member and non-member districts will be billed on a monthly basis. Membership fees will be invoiced quarterly and paid within thirty (30) days of receipt of the ACCEPT invoice. Districts will pay for programs and services within thirty (30) days of receipt of ACCEPT's invoice.

**I. Financial Accounting System**

The Collaborative shall adopt and maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards board and any supplemental requirements prescribed jointly by the commissioner of elementary and secondary education and the commissioner of revenue, in consultation with the state auditor. At a minimum, the financial accounting system shall delineate: (a) administration and overhead; (b) rental of real property; (c) program costs; (d) capital expenditures, including fixed assets, real property or the improvement of real property; (e) debt payments; (f) deposits into a capital reserve; and (g) all additional disclosures required in 50.08(2).

**SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT**

Any member district, any appointed representative, or the Executive Director, may initiate a proposal for amendment of this Agreement. The proposed amendment shall be presented in writing to the Executive Director of the Board no less than ten (10) days prior to a meeting of the Board at which it shall first be read. The proposed amendment shall be read a second time at the regular meeting next subsequent to its first majority reading, at which time it may be approved by a two-thirds (2/3) vote of the Board. If approved by the Board, the proposed amendment shall then be submitted to member districts. If approved by a simple majority of member districts the proposed amendment shall be submitted for approval to the Board of Elementary and Secondary Education; following approval the proposed amendment shall become effective.

**Commented [GP(23)]:** What is a majority reading?

**Commented [GP(24R23)]:** Please clarify word choice

**Commented [HR(25)]:** We suggest that you include the following general language... "The collaborative agreement shall be amended from time to time, in accordance with the following procedures, MGL c 40, § 4E, 603 CMR 50.00 and Department guidelines..."

No amendment to this Agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education.

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**SECTION IX: PROCEDURE FOR ADMITTING NEW MEMBER DISTRICTS**

A new School Committee or Charter School Board may be added to ACCEPT consistent with approval of the Board and subsequent to amendment of the ACCEPT Collaborative Agreement, consistent with the provisions of Section VIII, MGL c 40, § 4E, and 603 CMR 50.03, and Department guidelines to reflect such membership. The applicant School Committee or Charter School Board shall apply in writing for admission to ACCEPT no later than December 31 of the fiscal year prior to the fiscal year in which the applicant School Committee or Charter School Board seeks membership. A School Committee or Charter School Board may be admitted to the Collaborative as of July 1<sup>st</sup> of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new member School Committee or Charter School Board is to be admitted to the Collaborative. If the process for amendment

of the ACCEPT Agreement has not been finalized by April 30th, the new member district may appoint a non-voting representative to the ACCEPT Board. During the first year of membership, a newly admitted district will pay a 10% surcharge for all programs and services. During the second year of membership the surcharge will be reduced to 5%; in the following years member district rates will apply.

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Commented [HR(26)]: We are checking on this language.

Commented [GP(27R26)]: Clarify membership fees vs. surcharges

Commented [GP(28R26)]: Research.

### SECTION X: PROCEDURE FOR WITHDRAWAL OF MEMBER DISTRICT

Any member district may withdraw from ACCEPT at the end of any fiscal year, provided that all necessary approvals have been obtained consistent with 603 CMR 50.00 et seq. subject to the following terms:

- A. At least 180 days prior to the end of the current fiscal year, the withdrawing member district shall provide written notice to every other member district that is party to this Agreement as well as to the Executive Director of the Collaborative and the Collaborative Board of intent to withdraw.
- B. Written notification of a member district's intent to withdraw from the Collaborative at the end of a fiscal year shall include the following:
  - 1. Notification addressed to the Chair of the Board and the Executive Director that the member district has voted to withdraw from the Collaborative with the effective date of withdrawal; and
  - 2. A copy of the minutes from the School Committee meeting in which the member district voted to withdraw from the Collaborative.
- C. Within thirty (30) days of notification of a member district's intent to withdraw from the Collaborative, an amendment shall be prepared to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative.

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- D. Upon a two-thirds (2/3) affirmative vote of the Board, the Collaborative Agreement will be amended to withdraw the exiting member district. The Collaborative Agreement shall be amended consistent with Section VIII of this Agreement. The withdrawal is not in effect until and unless the Board of Elementary and Secondary Education has approved the withdrawal by April 30<sup>th</sup> of the fiscal year in which the withdrawal is to occur.
- E. Upon withdrawal from the Collaborative, a former member district shall not be entitled to any assets or a portion of any assets of the ACCEPT Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
- F. Any member district who has voluntarily withdrawn from the Collaborative will continue to be liable to the Collaborative for its share of any debts, claims, demands, or judgment incurred, including obligations for post-employment benefits incurred during the district's membership in the Collaborative, based on the member district's average per pupil enrollment in the Collaborative, in any Collaborative service, over the prior ten (10) fiscal years.
- G. A withdrawing member district will be charged a one-time exit fee, equal in amount to the annual membership fee established by the Board. This fee will be due prior to the end of the fiscal year that would mark the withdrawing district's final year as a member of the Collaborative.

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Commented [GP(29)]: 10 years prior to withdrawal

Commented [GP(30)]: Do you still want to keep this provision?

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H. Following the final audit of that fiscal year's financial records, the withdrawing district will be reimbursed any funds that remain on balance at the Collaborative as a result of prepayments to the Collaborative by the member district for tuition or services under MGL c 40, § 4E.

I. The withdrawal of any member district(s) at any time shall not affect the status of the Collaborative Agreement and the same shall remain in full force and effect until amended and approved by a 2/3 majority the Board and subsequently approved by a majority of the member districts and the Board of Elementary and Secondary Education.

J. Any School Committee or Charter School Board who has voluntarily withdrawn from the Collaborative may re-apply for admission to the Collaborative in accordance with Article IX of this Agreement.

Commented [GP(31)]: For discussion.  
Commented [HR(32R31)]: Let's discuss... "all procedures related to amending the agreement must be followed as stated in Section VIII of the Agreement, including the approval of the amended agreement by member districts and the Board of Education."  
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### SECTION XI: PROCEDURE FOR TERMINATION OF A MEMBER SCHOOL DISTRICT

The Board may vote to initiate the termination of the membership of any member district by a two-thirds (2/3) vote of the entire voting membership of the Board. The only reasons for such action shall be:

1. The non-payment of certain obligations such as the non-payment of fees or assessments owed to the Collaborative; or
2. Any other action that would seriously jeopardize the financial stability of the Collaborative.

Commented [GP(33)]: We do not believe the Board of Directors has this authority to do this.  
Commented [GP(34R33)]: BOD may vote to recommend discussion with school committees the removal of a member

Procedure for such termination:

1. The Executive Director of the Collaborative, with the authorization of the chairperson of the Board, must provide written notice to the member district of the facts on which any possible termination action may be based. This notice must give the member district thirty (30) days to correct the situation.
2. The member district may work with the Executive Director and the Board Chair to develop a plan to address the situation.
3. If the member district does not correct the situation within thirty (30) days, then the Board shall schedule the vote to terminate that district's membership at the next Board meeting, which is scheduled sixty (60) days after the expiration of the thirty (30) day period referenced in Paragraph 1.
4. The Executive Director shall provide written notice to the chairperson of the member district school committee and to the superintendent of that member district of the date and time for the meeting at which the Board will consider initiation of termination of that member district's membership in the Collaborative. The notice will include a copy of the proposed amendment to this Agreement reflecting the termination of the member district. Such written notice shall be sent by certified mail or by overnight mail, both of which require acknowledgement of receipt of the written notice. In the written notice, the Board shall invite the member district to present any and all reasons why the Board should not terminate membership.
5. Whether or not the member district appears at the Board meeting at which the initiation of termination of membership is to be discussed, the Board shall vote on the motion to initiate the termination the member district's membership in the Collaborative and on the amendment to the Agreement reflecting such termination. In order to initiate the termination of the membership, the Board must vote by two-thirds majority to do so and an amendment shall be prepared in accordance with Section VIII and submitted to the member districts and to the Board of Elementary and Secondary Education for approval. Termination of the membership of the member district in ACCEPT shall not be effective until the

Commented [GP(35)]: Do you really want to do this? We need more information about this section.  
Commented [GP(36R35)]: Is it to deal with financial issues? Couldn't you just say they don't get to use the services if they fail to meet certain requirements?

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Collaborative has fully complied with Article VIII of this Agreement, a majority of the member districts have approved the amendment and the Board of Elementary and Secondary Education has approved the amendment to the Agreement.

6. The effective date of a member district's termination from the Collaborative shall take effect on the next July 1 provided that the procedure outlined in paragraphs 1-5 has been completed by April 30.
7. Upon termination from the Collaborative, a former member district shall not be entitled to any assets or a portion of any assets of the ACCEPT Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
8. Any member district of which membership has been terminated will continue to be liable to the Collaborative for its share of any debts, claims, demands, or judgment incurred, including obligations for post-employment benefits incurred during the district's membership in the Collaborative, based on the member district's average per pupil enrollment in the Collaborative, in any Collaborative service, over the prior ten (10) fiscal years.

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### SECTION XII: TERMINATION OF THE COLLABORATIVE AGREEMENT

The Executive Director, any appointed representative of the Board, or a member district may propose the termination of the Collaborative by submitting such a proposal in writing to the Chairperson of the Board and, by giving notice to all other member districts and the Executive Director at least twelve (12) months before the end of the current fiscal year.

Commented [GP(37)]: This needs to be revised. It is not possible to achieve as written.

Commented [GP(38R37)]: Gives advanced notice

Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the Collaborative and determine next steps. The Collaborative may only be terminated at the end of any fiscal year (June 30) by a two-thirds (2/3) vote of the entire Board, subject to compliance with this section of this Agreement and compliance with the closing guidelines of the Department.

Commented [GP(39)]: Please remove this sentence.

Commented [GP(40R39)]: Add in accordance with statute, regulations and Department guidelines.

Should the Board secure a two-thirds (2/3) vote, to initiate termination proceedings, notice must be provided to all member districts within ten (10) working days of such vote. Any Board vote to terminate the Collaborative must be confirmed by a vote of two-thirds (2/3) of the member districts. Following the affirmative votes to terminate this Collaborative Agreement, the Executive Director shall inform the member and non-member districts who are served by the Collaborative and the Department in writing at least 180 days prior to the effective date of any termination along with the information required to be submitted to the Department pursuant to 603 CMR 50.11.

Prior to ACCEPT's termination, the ACCEPT Board shall arrange for a final fiscal audit of ACCEPT Collaborative. Such audit will be completed within ninety (90) days of the date of termination of ACCEPT. A copy of such audit report shall be sent to each member district and to the Department. Such audit must be completed before any assets (or liabilities) are disbursed.

By January 31 of the fiscal year in which the termination shall occur, the ACCEPT Board will:

1. Determine the appropriate disposition of the ACCEPT Collaborative funds, equipment and supplies
2. Determine the fair market value of all assets for the Collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the Collaborative;
3. Determine the process for the appropriate disposition of federal/state funds.

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4. Identify the member district responsible for maintaining all fiscal, employee and program records.
5. Identify the member and non-member district(s) responsible for maintaining student records.
6. Determine the means of meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts.
7. Ensure the appropriate disposition of all assets of the Collaborative, including any unencumbered funds held by the Collaborative, and any capital property and real estate owned by the Collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the member districts based on the member district's average per pupil enrollment in the Collaborative, in any Collaborative service, over the prior ten (10) fiscal years, ensuring fairness and equity for all members.
8. Determine the plans for member districts to address the needs of students that were being addressed by the Collaborative.

ADDED AND Required by DESE

No part of the net earnings of the Collaborative shall inure to the benefit of any appointed representative, Executive Director, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative by a private individual who is not a member, director or officer of the Collaborative), and no appointed representative or officer shall be entitled to share in the distribution of any of the assets upon dissolution of the Collaborative.

Following the affirmative vote of the member districts to terminate the Collaborative Agreement the Board shall notify the Department of the official termination date of the Collaborative, and shall submit the documentation required by 603 CMR 50.11 to the Department.

If the Collaborative receives a notice of intent to revoke approval of its Agreement, it shall immediately begin planning for termination of the Collaborative by providing notice to member districts and non-member districts and by following the procedures of 603 CMR 50.11.

**XIII: GENERAL PROVISIONS**

~~A. Waivers: Upon written request from a collaborative or member district, the Commissioner may waive the applicability of one or more provisions in 603 CMR 50.00, upon certification that the collaborative or member district has made a good faith effort to comply with said provisions or has presented a reasonable alternative to the commissioner. The waiver request shall include sufficient documentation to support the need for relief. Waivers of 603 CMR 50.00 shall be considered only under circumstances the Commissioner deems exceptional and shall be granted only to the extent allowed by law.~~

~~B. State Ethics Law: The Collaborative Board Members and all Collaborative employees shall be public employees subject to M.G.L.c.268A.~~

~~C. Related Organizations:~~

- ~~1. No appointed representative shall serve on the Board of Directors or as an officer or employee of a related for profit or non-profit organization.~~

Commented [GP(41)]: What made you decide to include this? It is directly from 603 CMR 50 and therefore not necessary for you to copy it here.

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- ~~2. The Executive Director, Treasurer, and Business Manager shall not serve as a Board Member, Officer, or employee of any related for-profit or non-profit organization.~~
- ~~3. No Collaborative employee shall be employed at any related for-profit or non-profit organization.~~

~~Severability: If any section or portion of a section or 603 CMR 50.00, or the applicability of 603 CMR 50.00 to any person, entity, or circumstance is held invalid by a court, the remainder of 603 CMR 50.00 and/or the applicability of such provisions to other persons, entities or circumstances shall not be affected thereby.~~

**SECTION XIV: INDEMNIFICATION**

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

Neither the Executive Director nor any member of the Board 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 member of the Board and any Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provisions hereof, such Board member or Executive Director shall be held personally liable. Any person dealing with the Collaborative shall be informed of the indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

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

The costs of such liabilities or expenses which are not borne by the ACCEPT's insurance carriers shall be apportioned among, assessed to and paid by the member districts that were members of ACCEPT at the time of the occurrences giving rise to the liability or expenses, whether or not any such member district has thereafter withdrawn from ACCEPT, in accordance with the provisions concerning the apportionment, assessment and payment of operating costs applicable at the time of the occurrences giving rise to the liability or expense.

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Chairperson, School Committee of Town of Framingham

Date of Vote

Chairperson, School Committee of Town of Franklin

Date of Vote

Chairperson, School Committee of Town of Holliston

Date of Vote

Chairperson, School Committee of Town of Hopkinton

Date of Vote

Chairperson, School Committee of Town of Medfield

Date of Vote

Chairperson, School Committee of Town of Medway

Date of Vote

Chairperson, School Committee of Town of Millis

Date of Vote

Chairperson, School Committee of Town of Natick

Date of Vote

Chairperson, School Committee of Town of Needham

Date of Vote

Chairperson, School Committee of South Middlesex Regional Vocational Technical School District

Date of Vote

Chairperson, School Committee of Town of Sudbury

Date of Vote

Chairperson, School Committee of Town of Sherborn

Date of Vote

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Chairperson, School Committee of Town of Wellesley

Date of Vote

Chairperson, School Committee of Town of ~~Wellesley~~ Westborough

Date of Vote

Commented [GP(44)]: This should be Westborough, right?

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

Jeffrey C. Riley, Commissioner

Effective Date

Effective 07/01/2024

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## The Public Schools of Dover and Sherborn

157 Farm Street  
Dover, MA 02030  
Phone: 508-785-0036 Fax: 508-785-2239  
[www.doversherborn.org](http://www.doversherborn.org)



Elizabeth M. McCoy, Superintendent  
Denton Conklin, Assistant Superintendent

Dawn Fattore, Business Administrator  
Kate McCarthy, Director of Student Services

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To: Dover School Committee

From: Elizabeth McCoy  
Superintendent

Date: March 5, 2024

RE: School Choice

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Massachusetts General Law Chapter 76, Section 12 requires local school committees to vote annually as to whether or not the district will participate in School Choice.

Our school committees have historically voted not to participate in School Choice.

Should the committees decide not to participate, the recommended motion is:

Move to have the Dover School not participate in School Choice program for the 2024-2025 school year.

# The Public Schools of Dover and Sherborn

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Dover, MA 02030  
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[www.doversherborn.org](http://www.doversherborn.org)



Elizabeth M. McCoy, Superintendent  
Denton Conklin, Assistant Superintendent

Dawn Fattore, Business Administrator  
Kate McCarthy, Director of Student Services

---

To: Dover School Committee  
From: Denny Conklin, Assistant Superintendent  
Date: March 8, 2024  
Re: Student Opportunity Act 2024-2028

The Student Opportunity Act (SOA) was enacted in 2019, injecting significant new funding into the Commonwealth's educational system, with a focus on providing funding to districts serving students with the greatest needs. The law also included a critical provision that requires every district to set clear targets for improving disparities in achievement among student groups and develop a three-year plan to implement evidence-based strategies to meet their targets.

As part of the SOA, districts are required to submit three-year, evidence-based plans aimed at closing persistent disparities in achievement among student subgroups. While the law sets forth several requirements for these plans, the Department of Elementary and Secondary Education (DESE) will focus primarily on the extent to which districts are implementing evidence-based programs that will close these gaps in their communities.

**Below is the summary of the proposed SOA for Dover Public Schools. The proposed plan is respectfully submitted for review and approval from the Dover School Committee:**

## Summary of District Plan

As noted in our Strategic Plan, Dover Public Schools is committed to inspiring, challenging and supporting all students to reach their full potential. However, we recognize that not all student groups have experienced the same level of success to date. Based on a review of multiple data sources, we have identified students with disabilities, low income students, and African American/Black students as the subgroups who are experiencing different outcomes than their peers.

We are committing to intensive work to close achievement and opportunity gaps for these student subgroups and recognize that this important work will take not just the efforts of district staff, but also our families and community.

*The Dover Sherborn Schools share in the mission to inspire, challenge and support all students as they discover and pursue their full potential.*

## **Evidence-Based Programs to Address Disparities**

Based upon the data analysis, the following evidence-based programs have been selected to help address disparities in our student subgroups:

*Enhanced Support for SEL and Mental Health: Expand capacity to address social-emotional learning (SEL) and mental health needs of students and families (e.g., build knowledge and skills of staff, add specialized support staff, partner with community-based providers, strengthen plans for responding to behavioral health medical emergencies, etc.)*

- **Actions:** The District will continue to pilot and potentially adopt the Fly Five social-emotional learning curriculum, make sure all teachers are trained in Responsive Classroom, strengthen Tier 2 and Tier 3 SEL interventions, and provide SEL professional development to all staff, especially school counselors. Additionally the District will continue its work on culturally responsive teaching in order to further foster a sense of belonging for our selected student subgroups. Finally, the District will offer mental health supports to the school community utilizing the INTERFACE referral helpline.
- **Metrics:** Panorama student surveys, VOCAL data, tracking number of Tier 2 and Tier 3 SEL interventions over time.

*Effective Student Support System: Implement key systems to build an effective approach to MTSS (e.g., using data to identify students' strengths and needs, matching students with appropriate supports, and monitoring progress).*

- **Actions:** Centralize student data into the Open Architects Data Dashboard and utilize this to better analyze, track, and build a collaborative data culture, implementing research-based math and ELA interventions, and implement additional student screener and diagnostic tests.
- **Metrics:** MCAS results (SGPs, % of students proficient or higher), tracking number of Tier 2 and Tier 3 interventions through Open Architects.

*Supporting Curriculum Implementation: Engage teachers in professional development linked directly to the curriculum and set up a process to regularly monitor the effectiveness of curriculum implementation.*

- **Actions:** Adopt and implement a new high quality, research-based elementary math curriculum that is culturally responsive, provides better resources for differentiating instruction for all students, and corresponds to 21st century learning skills.
- **Metrics:** MCAS results (SGPs, % of students proficient or higher), tracking number of Tier 2 and Tier 3 math interventions, teacher observations/walkthroughs.

## **Engaging Parents/Caregivers and other Stakeholders**

Dover Public Schools recognizes that family engagement is critical to ensuring successful outcomes for all students. Given our focus on student subgroups, it is particularly important that we find ways to effectively engage our families of low income students, students with disabilities, and Black/African American students. The District will continue to partner with families and the community through its current engagement opportunities, including the School Advisory Council, Parent Teacher Organization, Principal office hours, parent/teacher conferences, METCO Parent Advisory Group, Special Education Parent Advisory Council, and the annual Title I Parent/Caregiver meeting.

The District will also improve its communication with individual families around student growth and further engage caregivers in Student Support Team and MTSS meetings that involve developing student plans and monitoring progress.

Finally, the District hopes to more effectively communicate with parents/caregivers by utilizing ParentSquare to centralize communications from the teacher, school, and district levels.

## **DOVER SHERBORN METCO REPRESENTATIVE TO THE DOVER SHERBORN REGIONAL SCHOOL COMMITTEE**

The Dover School Committee, The Sherborn School Committee, and The Dover-Sherborn Regional School Committee, hereafter referred to as “The School Committees”, proposes to add in addition to its regular members and its Student Advisory Committee member, one non-voting representative or two co-representatives (hereafter referred to as the METCO representative) who shall represent families participating in the Dover-Sherborn METCO program. The METCO representative or co-representatives will be authorized to sit at all open sessions of the School Committees and to discuss matters of concern in a fashion similar to School Committee members. In addition, the METCO representative or co-representatives may be assigned other responsibilities including committee assignments as determined by the chair of the representative School Committee.

METCO representatives or co-representatives shall be chosen annually by the Boston Dover-Sherborn METCO Parent Organization (BWMPO) and appointed by the School Committees for a one-year term. The selection process shall be determined by the BWMPO in keeping with its bylaws. The METCO representative or co-representative will be eligible for re-nomination and reappointment to subsequent terms. If a vacancy occurs, the officers of the BWMPO may nominate a person for appointment to complete the unexpired term.



Dover Elementary Parent Teacher Organization, Inc (Dover PTO)  
Chickering School  
29 Cross Street  
Dover, MA 02030

March 8, 2024

Dear Dover School Committee,

Pursuant to MGL Chapter 272, Section 40A, and Dover Town Bylaw Chapter 80, I hereby request permission of the Dover School Committee to hold Dover PTO's Biennial Spring Auction at Chickering School on Saturday, May 4, 2024. I also seek permission of the Dover School Committee to serve alcohol on the premises of Chickering School as part of the same auction, pending approval of such license by the Town of Dover.

Thank you for your consideration and support of Dover PTO.

Sincerely,

Betsy Police  
Dover PTO President 2023-24

On this day, \_\_\_\_\_, the Dover School Committee hereby grants the use of Chickering School facilities for Dover PTO's Biennial Spring Auction on Saturday, May 4, 2024. The Dover School Committee also hereby approves the serving of alcohol, pending the granting of an alcohol license by the Town of Dover.

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Elizabeth Grossman  
Dover School Committee Chair

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Date

## DRAFT

### Dover School Committee Meeting of January 16, 2024

Members Present: Liz Grossman  
Jeff Cassidy  
Jessica Hole  
Martha Castle  
Goli Sepehr

Also Present: Beth McCoy, Superintendent  
Denny Conklin, Assistant Superintendent

#### 1) Call to Order

Liz Grossman called the meeting to order vis Zoom at 5:32 pm.

#### 1) Community Comments - none.

1) **Superintendent Comments** - Superintendent Beth McCoy spoke about the Festival of Lights night last month at Chickering, the recent Challenge Success speaker event, and the upcoming State of the District on Jan 24th, 6:30 pm in the DSMS Library.

#### 2) Financial Reports

- Warrant Report
- FY24 Monthly Report
  - Salaries: there are no changes since the last report
  - Expenditures: there are no material variances to report.
  - Out of District: the FY24 Circuit Breaker reimbursement has been finalized. Eligible tuition costs are being fully funded at the 75% mandated rate and eligible transportation costs at 57% (below the mandated rate of 75%). Total reimbursement is \$1,108,479 comprised of \$926,933 from tuition and \$181,546 from transportation. Estimated costs for transportation have been encumbered. Due to the increase in placements, actual costs are projected to exceed budget by approximately \$90,000. The total projected OOD costs exceed budget by approximately \$1,000,000 but is fully covered at this time by the FY24 CB reimbursement.
  - End-of-Year Report Compliance Audit - Every 3 years, single school districts are required by DESE to undergo a compliance audit on the EOYR filing. R.E. Brown completed the report for the FY22 filing. There was one finding around the need to have a formal Memorandum of Agreement with the Town of Dover for allocation of municipal expenses. The two parties will work together to create a MOA.

#### 2) Discussion Items

- Proposed FY25 Budget - There are three proposed adjustments for version 2.0 of the FY25 Budget; 1) reduction in salary based on anticipated retirement of \$60,000; 2) reduction in projected Tuition costs based on known placement changes of \$316,900; and 3) increase to transportation costs to reflect projected placements and the approved ACCEPT FY25 mileage rate of \$4.27 per mile (3% increase from FY24) of \$72,500. The overall operating budget increase in Version 2.0 is \$646,822 or 6% with: in-district operating increase of \$394,322 or 4.80% and OOD operating increase of \$252,500 or 9.87%.

#### 2) Action Items

#### 3) Consent Items

Approval of Minutes: November 21, 2023

## **DRAFT**

Grants - IDEA-SPED 274 Grant (Federal Targeted Special Education Improvement) in the amount of \$8,034.

Town Report

Pre-School Tuition FY25 Rates - proposed 3% increase to \$6,210 for 3-days and \$10,990 for 5-days.

*Martha Castle made a motion to approve the Consent Agenda. Jeff Cassidy seconded.*

*24-01 VOTE: 5 - 0 via roll call*

### **3) Informational Items**

Chickering Newsletter

**4) Items for March 14, 2024 Meeting** - FY25 Budget Hearing, consider addition of staff photos to website

**5) Adjournment at 6:02 pm.**

Respectfully submitted,

Amy Davis

**Dover-Sherborn Regional School Committee**  
Meeting of February 6, 2024

Members Present: Judi Miller  
Maggie Charron  
Kate Potter  
Angie Johnson  
Colleen Burt  
Mark Healey

**1) Call to Order**

Judi Miller called the meeting to order at 6:30 pm in the Middle School Library.

**2) Community Comments - none**

**3) Student Council Representatives - the representatives were not able to attend the meeting.**

**4) Superintendent Comments - Superintendent Beth McCoy spoke about: the recent newsletter from her office; DESE has completed the visit/data collection portion of their District Review; teachers are currently undergoing their assessments; and the HR Director is working to formalize the hiring process for educators. She also reported that John Smith is working with faculty to evaluate the current cell phone policy and suggest updates if necessary.**

**5) Financial Reports**

- Warrant Report
- FY24 Monthly Report
  - Revenues: there are no changes since the last report.
  - Salaries: there are no changes since the last report.
  - Expenditures: there are no changes since the last report.
  - Capital Projects Update: the project bid for the Roof Air Handlers Replacement is scheduled to be posted on February 28th with a March 27th bid opening. It is likely there will need to be additional funding provided to complete the project. Also, the bleachers for the Bleacher/Press Box Renovation have been ordered and the foundation work went out to bid in late January with a bid opening date of February 14th.

**6) Discussion Items**

- FY25 Budget - V2.0 of the FY25 Budget reflects an overall reduction of \$460,682. The Revenue adjustments include: increase to Chapter 70 of \$26,191; decrease to Chapter 71 of \$64,496; and utilization of E&D (apply FY24 revenue surpluses to FY25) of \$230,000. Expenditure adjustments include: salary reductions due to Educator retirements \$180,000; MS Counselors assume MS Academic Coordinator responsibilities \$36,000 reduction; reduce SPED EAs based on projected student needs \$101,100; decrease in healthcare costs based on projected rate increase (10% vs original budget of 12%) \$155,000; and approval of additional positions/increase in ratios in Appendix C \$11,418. The revised FY25 Budget is \$28,877,195, an increase of \$904,655 or 3.23% over FY24.
- Policy: METCO Representative to the School Committee - First read

**7) Action Items**

**8) Consent Items**

**Approved 3.5.2024**

- Approval of Minutes: December 5, 2023
- Sports Medicine Policy Manual: 2nd read for approval

*Kate Potter made a motion to approve the Consent Items. Maggie Charron seconded.  
23-02 VOTE: 6 - 0*

**9) Informational Items**

- DSHS Newsletter
- DSMS Newsletter
- Dover School Committee Minutes of November 21, 2023

**10) Items for February 14, 2024 DS Regional School Committee Meeting - FY25 Budget**

**11) Adjournment at 7:04 pm.**

Respectfully submitted, Amy Davis

**Sherborn School Committee**  
Meeting of February 6, 2024

Members Present: Dennis Quandt (remote)

Kristen Aberle

Christine Walsh

Rebecca Hammond

Also Present: Beth McCoy, Superintendent

Dawn Fattore, Business Administrator

**1) Call to Order**

Christine Walsh called the meeting to order at 6:30 pm in the DSMS Library.

**2) Community Comments - none**

**3) Superintendent Comments -** Superintendent Beth McCoy spoke about: the recent newsletter she sent out; DESE has completed the visit/data collection portion of their District Review; teachers are currently undergoing their assessments; and the HR Director is working to formalize the hiring process for educators.

**4) Financial Reports**

- Warrant Report
- FY24 Monthly Report
  - Salaries: there are no variances to report since the last meeting.
  - Expenditures: there are no material variances to report to date.
  - Out of District: the total negative variance as of January 31st is approximately \$200,000. Additional Circuit Breaker funds have been applied to reduce the General Fund deficit to \$100,000. CB reimbursement has been finalized at \$514,778 comprised of \$446,407 in tuition and \$68,371 in transportation reimbursements. The Status of Appropriations reflects the use of \$420,000 (vs \$320,000 originally budgeted) for current year tuition costs. This leaves \$95,000 remaining in the CB Fund to use as needed during the year for placement changes and to cover needed deficits.

**7) Discussion Items**

- Proposed FY25 Budget - the V2.0 FY25 Budget reflects a reduction of \$328,120. The in-district adjustments reflect the changes from relocating the GOALS Program to Chickering (\$197,120). The OOD adjustments reflect updated placement projections as well as an increase in proposed use of CB funds (\$131,000). The overall FY25 increase is \$316,239 or 3.99% over FY24. The In-District increase is \$192,239 or 2.73% and the OOD increase is \$124,000 or 14.01% over FY24.
- Pine Hill Principal Hiring Update - Allison Gullingsrud has been named as the sole finalist for the position and Beth McCoy will be announcing a decision later this week after reviewing all the feedback from faculty, staff, students, and parents.
- Policy: METCO Representative to the School Committee - First Read

**8) Action Items**

- Pine Hill HVAC Engineering Study Update - the Cooling Study report from Consulting Engineering Services (CES) was provided for review and discussion. The working group has decided to further explore the recommendations of installing HVAC equipment for ventilation/cooling in the Library, Auditorium, and Cafeteria to provide large areas of

**Approved 3.12.2024**

temperature controlled spaces. The cooling in the Library would have some benefit to the classrooms in that area which record the higher temperatures.

Using the top end of the projected costs from the report and an additional 30% for excluded costs, the proposed placeholder for the Capital Budget Committee is \$375,000. The project would be potentially scheduled for the summer of 2025.

*Becca Hammond made a motion to approve the Capital Budget placeholder of \$375,000 for cooling solutions at Pine Hill. Kristen Aberle seconded.*

*24-03 VOTE: 54- 0 via roll call*

**9) Consent Items**

- Approval of Minutes: November 14, 2023
- Approval of Pre-School Tuition - 3 day rate (M,W,F) = \$6,210 and 5 day rate = \$10,990 represents a 3% increase from FY24 rates.

*Becca Hammond made a motion to approve the Consent Agenda as amended. Kristen Aberle seconded.*

*24-04 VOTE: 4 - 0 via roll call*

**10) Informational Items**

- Pine Hill Newsletters
- Dover Sherborn Regional Committee minutes of November 7, 2023
- Dover School Committee Minutes of October 24, 2023

**11) Items for March 12, 2024 meeting - FY25 Budget Hearing, math curriculum update**

**12) Adjournment at 6:09 pm.**

Respectfully submitted,

Amy Davis