

**Valley Collaborative
Board of Directors Meeting
25 Linnell Circle, Billerica, Massachusetts
Thursday, September 13, 2018 ▪ 10:00 a.m.**

Action Required

- I. Approval of Minutes
 - a. Executive Committee, Executive Session Minutes: February 28, 2018
 - b. Board of Directors, Executive Session Minutes: March 1, 2018
 - c. Board of Directors, General Session Minutes: June 7, 2018
 - d. Board of Directors, Executive Session Minutes: June 7, 2018
- II. FY'19 Financial Update
 - e. Financial Update Memo FY'18
 - f. Member District Distribution Amounts
 - g. Financial Update Memo FY'18-FY'19 Continued
 - h. Treasurer's Report
 - i. PARS Statements
- III. Tyngsborough Lease Update
- IV. Linnell Circle Street Acceptance, Town of Billerica - Department of Public Works

No Action Required

- V. Summer School Enrichment Updates
- VI. Communications
 - j. August Memo to Staff
 - k. Reading/Literacy Initiative, ESL Services and Valley's Wrap Around Services (WAS) Initiative
 - l. ESE Massachusetts Principal Advisory Cabinet – Annie Willis
 - m. Lowell Sun Article and Editorial



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7800 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: Approval of Minutes

Attached, please find the following minutes:

- a. Executive Committee, Executive Session Minutes: February 28, 2018 (Handout)
- b. Board of Directors, Executive Session Minutes: March 1, 2018 (Handout)
- c. Board of Directors, General Session Minutes: June 7, 2018
- d. Board of Directors, Executive Session Minutes: June 7, 2018 (Handout)

Required Action:

Vote to approve the minutes:

- a. Executive Committee, Executive Session Minutes: February 28, 2018
- b. Board of Directors, Executive Session Minutes: March 1, 2018
- c. Board of Directors, General Session Minutes: June 7, 2018
- d. Board of Directors, Executive Session Minutes: June 7, 2018

Attachments:

Board of Directors, General Session Minutes: June 7, 2018

**Valley Collaborative Board of Directors
General Session Meeting Minutes
June 7, 2018
10:02 a.m. – 12:17 p.m.
25 Linnell Circle, Billerica, MA**

Board Members Present: Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Dr. Denise Pigeon, Mr. Everett Olsen, Dr. Jay Lang, Mr. Christopher Malone, Dr. Laura Chesson

Board Members Absent: Ms. Joan Landers,

Collaborative Representatives Present: Dr. Chris Scott, Executive Director; Ms. Joia Mercurio, Assistant Executive Director; Ms. Heidi Kriger, Treasurer; Members of the Collaborative Senior Leadership Team

Also Present: Mr. Thomas Lent, Marathas Barrow Weatherhead Lent LLP; Daniel Schaffner, Fritz & DeGuglielmo, LLC; Dr. Lori Likis, Principal Consultant, Creative Coaching for School Improvement; Dr. Anthony Bent, M.A.S.S. Professional Development; Sheriff Peter Koutoujian, Middlesex Sheriff's Office

Call to Order: Mr. Timothy Piwowar, Chairman, convened the Collaborative Board Meeting at 10:02 a.m.

[Dr. Laura Chesson left the meeting at 10:03 a.m.]

Approval of Minutes

Mr. Timothy Piwowar asked for motions relating to the available meeting minutes.

On a motion made by Mr. Everett Olsen and seconded by Mr. Steven Stone, a quorum of voters being present, it was voted:

VOTED: To approve the General Session Meeting Minutes for the Executive Committee of the Board of Directors dated February 28, 2018.

The vote was 2-0-4. Mr. Timothy Piwowar and Mr. Everett Olsen voted yes. Mr. Christopher Malone, Dr. Michael Flanagan, Mr. Steven Stone and Dr. Denise Pigeon abstained. Dr. Laura Chesson was absent for the vote.

On a motion made by Mr. Steven Stone and seconded by Dr. Denise Pigeon, a quorum of voters being present, it was voted:

VOTED: To approve the General Session Meeting Minutes for the Board of Directors dated March 1, 2018.

The vote was 5-0-1. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen and Ms. Denise Pigeon voted yes. Mr. Christopher Malone abstained. Dr. Laura Chesson was absent for the vote.

On a motion made by Mr. Steven Stone and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

VOTED: To approve the General Session Meeting Minutes for the Board of Directors dated May 4, 2018.

The vote was 5-0-1. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen and Ms. Denise Pigeon voted yes. Mr. Christopher Malone abstained. Dr. Laura Chesson was absent for the vote.

The review and approval of the executive session meeting minutes listed on the agenda were continued to the next Board meeting as they were inadvertently omitted from the materials available during the meeting.

Board Governance 2018-2019

Elect Board Chairperson and other Board Positions

Mr. Timothy Piwowar referenced the Collaborative Agreement that provides that the Board shall, annually during the final scheduled meeting of the school year, organize itself by electing a Chairperson and any other Board positions deemed appropriate by the Board. In addition, the Chairperson, with the majority vote of the Board, may appoint such committees and subcommittees of the Board. The Board discussed candidates for Chairperson.

On a motion made by Dr. Michael Flanagan and seconded by Mr. Christopher Malone, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors elects Mr. Timothy Piwowar as the Chairperson of the Board of Directors for the 2018-2019 School Year.

The vote was 6-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Dr. Denise Pigeon and Mr. Christopher Malone voted yes. Dr. Laura Chesson was absent for the vote.

Appoint/Re-appoint Committee Members

On a motion duly made Dr. Denise Pigeon and seconded by Mr. Christopher Malone, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors approves the appointment of Mr. Timothy Piwowar, Dr. Jay Lang, Dr. Michael Flanagan and Mr. Everett Olsen as Members of Executive Committee for the Board of Directors for the 2018-2019 School Year.

The vote was 6-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon and Mr. Christopher Malone voted yes. Dr. Laura Chesson was absent for the vote.

[Dr. Laura Chesson returned to the meeting at 10:08 a.m.]

Fiscal Year 2018 Board Meeting Calendar

Mr. Timothy Piwowar and Dr. Chris Scott referenced the Collaborative Agreement that provides that the Board shall, prior to the commencement of any school year, post its regularly scheduled meetings for the following school year on the Collaborative website.

Mr. Timothy Piwowar directed the Board to the board materials which contained proposed meeting dates for the 2018-2019 School Year. A discussion ensued and the Board agreed to the proposed schedule, with one date change from the proposal.

On a motion made by Mr. Steven Stone and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors calendar the Board meeting dates for the 2018-2019 School Year, and authorizes the Executive Director to post such dates on the Collaborative website, as follows:

- **September 13, 2018**
- **October 25, 2018**
- **November 15, 2018**
- **December 13, 2018**
- **January 17, 2019**
- **March 7, 2019**
- **June 6, 2019**

The vote was 7-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone and Dr. Laura Chesson voted yes.

Financial Update – Valley by the Numbers

Dr. Chris Scott presented to the Board the Collaborative's Quarterly Financial Update as well as her presentation of Valley by the Numbers. Dr. Scott reviewed the Collaborative's anticipated revenues as compared to the Fiscal 2018 budget, as well as the anticipated expenses. Dr. Scott reviewed enrollment figures from member and non-member districts. Dr. Scott also presented the Board with a Valley by the Numbers presentation which summarized and highlighted ratios,

financial data, enrollment, student and teacher numbers and other trends and information about the Collaborative. The Board had no further questions.

[Dr. Jay Lang arrived at the meeting at 10:27 a.m.]

Making a Difference Awards

Dr. Scott and the Collaborative Senior Leadership team introduced to the Board the Students, Adult and Staff of the Month. The Board acknowledged their respective contributions and achievements.

The Board also recognized those employees retiring from the Collaborative and thanked them for their the contributions and service to the Collaborative.

Dr. Scott and Mr. Everett Olsen presented the “Everett V. Olsen Award”, which recognizes the Collaborative student with the highest academic honors.

Dr. Scott and Dr. Anthony Bent presented the “Dr. Anthony Bent Leadership Award”, which recognizes and acknowledges the leadership and contributions of a Collaborative staff member.

[Dr. Laura Chesson left the Board meeting at 11:00 a.m.]

Dr. Scott presented the “Community Leader” award to Sheriff Peter J. Koutoujian. Sheriff Koutoujian accepted the award and provided the Board with a presentation of his office’s connection with the Collaborative.

Financial Update Continued

Dr. Scott, the Collaborative’s Treasurer, Ms. Heidi Kriger, the Collaborative’s independent auditor, Daniel Schaffner of Fritz & DeGuglielmo, LLC, and Ms. Katie Cannie of the Public Agency Retirement Services (PARS) reviewed the Collaborative’s OPEB Trust account reports for the period ending March 31, 2018. Ms. Cannie reviewed the performance of the Collaborative’s OPEB Trust account and the Trust’s 2018 Actuarial Valuation Report. The Board discussed. The Board discussed the services agreement related to the OPEB Trust, which it previously had approved and discussed an extension of that agreement for administrative services.

On a motion made by Mr. Everett Olsen and seconded by Dr. Jay Lang, a quorum of voters being present, it was voted:

VOTED: That the Treasurer, as the appointed Plan Administrator for Valley Collaborative for the PARS Public Agencies Post-Retirement Health Care Plan Trust, be and is hereby authorized and directed to execute, deliver and perform the extension, as presented, of the Agreement for

**Administrative Services with Phase II Systems, doing business as
Public Agency Retirement Services Agreement.**

The vote was 7-0. Mr. Timothy Piwovar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone and Dr. Jay Lang voted yes. Dr. Laura Chesson was absent for the vote.

Mr. Schaffner reviewed the Collaborative's current funding levels of the Trust, and recommended that the Collaborative not contribute any additional funds at this time. He acknowledged that the Collaborative's financial statement would reflect an unfunded liability, but opined that the Collaborative currently was properly situated with respect to the Trust's funds. The Board discussed and took no further action.

[Dr. Laura Chesson returned to the meeting at 11:14 a.m.]

Treasurer's Report

Ms. Heidi Kriger, the Collaborative Treasurer, provided the Board with her report. Ms. Kriger provided a verbal summary of her report, including available balances, transfers, withdrawals, interest income and ending balances. A written summary report was contained within the Board materials.

On a motion made by Dr. Michael Flanagan and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors accepts the report of the Collaborative Treasurer, as presented at this meeting, and requests that a copy of the report be filed within the Treasurer's file maintained at the Collaborative

The vote was 8-0. Mr. Timothy Piwovar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Treasurer Evaluation/Contract

Mr. Timothy Piwovar stated that the Board is responsible for the appointment of a Treasurer for the Collaborative, and required to annually evaluate the Treasurer's performance and effectiveness. Mr. Timothy Piwovar referenced Ms. Kriger's completed evaluation as "exemplary". There was no further discussion.

On a motion made by Mr. Christopher Malone and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors accepts the evaluation of the Collaborative Treasurer, Ms. Heidi Kriger, and requests that a copy of the written evaluation be filed within the Treasurer's file maintained at the Collaborative.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

On a motion made by Dr. Michael Flanagan and seconded by Mr. Steven Stone, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors authorizes the Chairman, to finalize and execute an agreement by and between the Collaborative and Ms. Heidi Kriger, as its Treasurer, for the 2018-2019 School Year with the term of the agreement to be July 1, 2018 through June 30, 2019.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Business Manager (Director of Finance and Operations)

Mr. Timothy Piwowar stated that under the Collaborative Agreement the Board is responsible for the employment or appointment of the business manager, and required to annually evaluate the performance and effectiveness of its business manager. Mr. Piwowar referenced the completed evaluation of Mr. Sean Glavin as "exemplary". The Board discussed. Dr. Scott also recognized and acknowledged the significant team efforts by the entire Finance Department.

On a motion made by Mr. Everett Olsen and seconded by Dr. Jay Lang, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors accepts the evaluation of the Collaborative Director of Finance and Operations as presented at this meeting, and requests that a copy of the written evaluation be finalized and filed within his file maintained at the Collaborative.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Executive Director Evaluation

Mr. Timothy Piwowar stated that the Board is responsible for the appointment of an Executive Director for the Collaborative, and required to annually evaluate the Executive Director's performance and effectiveness in implementing the programs, policies and goals of the Collaborative. Mr. Piwowar referenced the completed evaluation of Dr. Scott, reading certain excerpts from the exemplary performance review for Dr. Scott. The Board expressed their collective gratitude for the continued exemplary work completed at the Collaborative. Dr. Scott expressed her appreciation and thanks to the Collaborative staff and leadership team.

On a motion made by Mr. Everett Olsen and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors accepts the evaluation of the Collaborative Executive Director, Dr. Chris A. Scott, as presented at this meeting, and requests that a copy of the written evaluation be finalized and filed within the Executive Director's file maintained at the Collaborative.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Award Comprehensive Payroll Contract

Dr. Scott provided the Board with the full scope of the procurement process regarding the comprehensive payroll software and service contract. Dr. Scott indicated specifically that ADP was the only entity to respond. There was no further discussion.

On a motion made by Mr. Steven Stone and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors awards the comprehensive payroll software and service contract to ADP, and authorizes the Executive Director to finalize, approve and deliver, on behalf of the Board of Directors, the applicable contract with ADP, under the substantive terms and conditions presented at this meeting, and further authorizes the Executive Director to execute such contract on behalf of the Board of Directors.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Valley Collaborative District Five Year Improvement Plan Update
Dr. Lori Likis, Principal Consultant

Dr. Scott introduced Dr. Lori Likis, Principal Consultant from Creative Coaching for School Improvement. Dr. Likis provided the Board with an overview of the district plan and the progress and updates with respect to implementation of the action plan during the 2017-2018 School Year. The Board discussed.

Tyngsborough Lease Agreement

Dr. Scott, Mr. Flanagan and the Collaborative's counsel provided the Board with an update to the conversations regarding a new lease agreement with the Town of Tyngsborough and Tyngsborough School Committee for space within the Lakeview School. There was no further discussion.

Approval of the Academic Calendar

Dr. Scott presented and requested the Board to approve the Valley Collaborative Academic Calendar for the 2018-2019 School Year. There was no further discussion.

On a motion made by Mr. Steven Stone and seconded by Dr. Jay Lang, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors approves the Academic School Calendar for the 2018-2019 School Year as presented at this meeting.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Approval of 2018-2019 Employee Handbook

Dr. Scott and counsel presented the revised employee handbook which included updates to address certain amendments and revisions to Massachusetts employment, school and other related laws. Counsel provided the Board a summary of the revisions to the Collaborative employee handbook.

On a motion made by Mr. Christopher Malone and seconded by Mr. Steven Stone, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors approves the revised Employee Handbook in the substantive form presented at this meeting.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Approval of 2018-2019 Student Handbook

Counsel similarly provided the Board with a summary of the revisions to the Collaborative student handbook.

On a motion made by Mr. Christopher Malone and seconded by Mr. Steven Stone, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors approves the revised Student and Family Handbook in the substantive form presented at this meeting.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Second Addendum to 25 Linnell Circle Lease

Dr. Scott explained to the Board that in response to the Department of Developmental Services QUEST Audit, the Collaborative seeks additional programmatic space at 25 Linnell Circle for its Community Based Day Services. The cost of the approximate 600 square feet of space would be covered by state grant money. In particular, Dr. Scott indicated that the Collaborative seeks the space to build out a kitchen for its programs. She summarized the nature of her conversations with the Middlesex County Retirement Board about the leasing of the space and negotiations with respect to the cost of the requested space. The Board discussed.

Dr. Jay Lang requested that the Board enter into executive session to discuss the value of the leased space indicating that he thought a discussion in general session may adversely affect the Collaborative's negotiating position. The Board discussed and agreed to continue any further discussion of the proposed lease addendum until later in the meeting at which time the Board would enter executive session.

On a motion made by Mr. Steven Stone and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors continue the motion relating to the proposed Second Addendum to the 25 Linnell Circle Lease until after an executive session to discuss the value of the lease and property.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

Distribution of Surplus Funds to Member Districts

The Collaborative agreement and collaborative regulations provide that the Board shall vote annually to determine whether cumulative surplus funds will be retained by the Collaborative or whether all or some percentage of such funds will be distributed to the member districts or credited to support programs and services offered to member districts. Further, in the event that an amount of cumulative surplus funds is to be distributed or credited to the member districts, each member district's share will be apportioned in accordance to its tuition payments to the Collaborative for the previous fiscal year. Dr. Chris Scott and the Board discussed the Collaborative's current finances and cumulative surplus funds, and the votes previously taken on this subject. A further discussion was held.

On a motion made by Mr. Steven Stone and seconded by Mr. Christopher Malone, a quorum of voters being present, it was voted:

Voted: That the Board of Directors hereby authorizes the distribution of an additional \$1 million in surplus funds to its member districts based on the percentages and methodology discussed at this meeting, specifically an allocation based on the FY2018 tuitions payments to the Collaborative, with such distribution being in the form of either a tuition credit to the member district school committee or cash payment to the member district town, as to be determined by the respective member district.

The vote was 8-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson and Dr. Jay Lang voted yes.

[Dr. Laura Chesson left the meeting at 11:55 a.m.]

Executive Session:

To discuss the purchase and/or the value of real property located at 0 Suburban Park and the proposed lease addendum at 25 Linnell Circle, Billerica, MA.

Mr. Timothy Piwowar requested a motion to enter into executive session to discuss the lease, purchase and/or value of property located at 0 Suburban Park, Billerica, MA and 25 Linnell Circle, MA. Mr. Piwowar stated for the record that having these matters in an open session may be detrimental to the Collaborative's negotiating positions. Mr. Piwowar also stated that the Board would reconvene in open session at the end of this executive session to continue discussions with respect to the second lease addendum and take any necessary vote(s). He asked for a motion and a roll call vote of the Board to enter into executive session.

On a motion duly made by Mr. Steven Stone and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted by roll call vote:

VOTED: That the Board enter into executive session to discuss the purchase, lease and/or value of the real property located at 0 Suburban Park, Billerica, MA and 25 Linnell Circle, Billerica, MA.

The roll call vote was 7-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone and Dr. Jay Lang voted yes.

The Board entered Executive Session at 11:55 a.m.

The Board returned to General Session at 12:16 a.m.

Mr. Piwowar sought a motion to reconvene the discussion of the proposed Second Addendum to the 25 Linnell Circle Lease.

On a motion made by Dr. Michael Flanagan and seconded by Mr. Christopher Malone, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors consider a renewed motion relating to the proposed Second Addendum to the 25 Linnell Circle Lease Agreement.

The vote was 7-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone, and Dr. Jay Lang voted yes.

The Board discussed. Mr. Piwowar and Dr. Scott again reviewed the history of the lease agreement, the proposed new space sought for the programmatic reasons, and the proposed costs per square foot proposed and countered by the Middlesex County Retirement Board.

On a motion duly made by Dr. Jay Lang and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors authorizes the Executive Director to finalize, approve and deliver, on behalf of the Board of Directors, a second lease addendum with the Middlesex County Retirement Board for the current space leased at 25 Linnell Circle, under the substantive terms and conditions, including rental rates, presented at this meeting, and further authorizes the Executive Director to execute such addendum on behalf of the Board of Directors.

The vote was 7-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone and Dr. Jay Lang voted yes.

On a motion made by Mr. Steven Stone and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

VOTED: To adjourn the Board meeting.

The vote was 7-0. Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Mr. Everett Olsen, Ms. Denise Pigeon, Mr. Christopher Malone and Dr. Jay Lang voted yes.

Mr. Timothy Piwowar adjourned the Collaborative Board Meeting at 12:17 p.m.

LIST OF DOCUMENTS USED, DISTRIBUTED AND REVIEWED AT THIS MEETING:

- School Year 2017-2018 Electronic Board Binder for June 7, 2018 Meeting

Respectfully Submitted,

Mr. Timothy Piwowar, Chairman

Dated: _____



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7800 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris Scott, Executive Director
Date: September 13, 2018
Re: Financial Update Memo - FY'18

- The financial position of the Collaborative remains very strong. The total liabilities and net assets position at June 30, 2018 is \$19,406,406 (unaudited). This includes \$3,779,108 (unaudited) held in the OPEB Trust at June 30, 2018.
- Change in net assets from operations in FY'18 was approximately \$1.8 million as a result of strong management of Collaborative expenses and personnel costs while continuing to meet the needs of the students and adult clients the Collaborative serves.
- As you are aware one of the significant challenges of operating Valley's "Special Education School District" is that we have to bill \$20 million to do it. Collections, once upon a time, were hundreds of thousands of dollars in arrears. Today collection of Accounts Receivable remains strong due to the integrity of the billing system. A large portion of the \$1.8 million outstanding at June 30, 2018 was from May and June billing. At this time there is less than \$47,000 that remains outstanding after receipt of summer payments. Of this \$47k only \$22k is tuition related and the remaining is pertaining to the Adult Services contracts, Home Services, and High School Vocational Landscaping Services. We are expecting to collect 99.9% of the \$47k.
- The Collaborative's cash position remains solid with over \$8.6 million (\$4.8 million unrestricted and \$3.8 million OPEB restricted) in cash and cash equivalents. This is the result of strong Board oversight, solid financial management, proper billing and collections of receivables.
- The establishment of an OPEB Trust and Capital Fund has strengthened the Collaborative's balance sheet for the future.
- In the spirit of continuous improvement, the Collaborative made capital purchases of \$683,208 in FY'18 for Vehicles, Furniture, Technology and Improvements and at the same time has been able to fully fund its capital fund (\$1.5M).
- We are still in the process of completing our FY'18 financial audit, but based on the preliminary cumulative surplus calculation, the Board will not need to vote further distribution for FY'18 as Valley is approximately at 24% of the surplus rule (unaudited). If

no further distribution is made to the member districts in FY'18 they would have received a total of \$2,201,859 million - \$201,859 in the fall (FY'17 distribution), \$1 million in March 2018 (FY'18 distribution) and another \$1 million in June 2018 (FY'18 distribution) and again fully funded the Capital Fund (\$1.5 million). Furthermore, a contributing factor to expenses being up 5% over the original FY'18 budget (while revenues were up 10%) was because the \$200,000 for the window replacement project at 40 Linnell Circle and the \$100,000 for technology infrastructure upgrades were taken out of the FY'18 operating budget in March, by a Board vote and budget amendment, as opposed to funding these projects through the capital fund.

Required Action:

None

Attachments:

FY'18 Interim Statement of Net Assets for the period ending June 30, 2018 and Interim Statement of Revenues, Expenses and Changes in Net Assets for the period ending June 30, 2018

Treasurer's Report and PARS OPEB Trust Program Summary

Valley Collaborative
Interim Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending June 2018
210 of 210 (100%) School Days

UNAUDITED			
	<u>BUDGET</u>	<u>ACTUAL</u>	
REVENUES			
Services	\$ 15,260,680	\$ 16,802,407	
State Contracts	2,290,000	2,425,835	
Other	447,000	593,706	
Interest	4,500	40,917	
Total Revenues	18,002,180	19,862,865	110.34%
EXPENSES			
Salaries	11,722,646	12,476,148	
Employee Benefits	2,210,000	2,276,301	
Operating Expenses	2,065,700	2,150,692	
Leases & Rentals	444,030	415,380	
Depreciation	738,200	751,934	
Total Expenses	17,180,576	18,070,455	105.18%
Change in Net Assets - Operating	\$ 821,604	\$ 1,792,410	
Non Operating Activities			
Non-Operating Expenses (1)	(425,000)	(683,208)	
Change in Net Assets	\$ 396,604	\$ 1,109,202	

Substantially all disclosures and the Statement of Cash Flows required by GAAP are omitted. No assurance is provided on these financial statements.

Valley Collaborative
Interim Statement of Net Assets
For the Period Ended June 30, 2018

UNAUDITED	
ASSETS	
Current Assets	
Cash and Cash Equivalents	\$ 4,842,516
Restricted Investments - OPEB	3,779,108
Accounts Receivable, Net	1,833,701
Prepaid Expenses and Other Assets	21,319
Cash Held for Member Districts	2,000,000
Total Current Assets	12,476,644
Non-Current Assets	
Land & Building	6,277,403
Furniture, Equipment, and Leasehold Improvements,	
Net of Depreciation	652,359
Construction in Progress	-
Total Non-Current Assets	6,929,762
TOTAL ASSETS	\$ 19,406,406
LIABILITIES AND NET ASSETS	
Current Liabilities	
Accounts Payable and Accrued Liabilities	\$ 1,132,035
Other Liabilities	26,933
Deferred Revenue	-
Member District Accounts (Settlement)	2,000,000
Total Current Liabilities	3,158,968
Total Liabilities	3,158,968
Net Assets	
Operating - Unrestricted	3,335,015
Restricted - Student Activities	20,345
Reserved - OPEB Trust	3,779,108
Reserved - Capital	1,500,000
Invested in Capital Assets, Net of Related Debt	7,612,970
Total Net Assets	16,247,438
TOTAL LIABILITIES AND NET ASSETS	\$ 19,406,406

Substantially all disclosures and the Statement of Cash Flows required by GAAP are omitted.
No assurance is provided on these financial statements.

Distribution of Surplus FY18

DISTRICT	PERCENTAGE OF TUITION TO BE RETURNED					
	SUMMER	SCHOOL YEAR	TOTAL	PERCENTAGE	RETURN	RETURNED
BILLERICA	\$ 84,408.00	\$ 520,285.94	\$ 604,693.94	9.16%	\$ 183,117.68	30.28%
CHELMSFORD	\$ 245,443.98	\$ 1,569,131.11	\$ 1,814,575.09	27.48%	\$ 549,502.41	30.28%
DRACUT	\$ 109,695.00	\$ 751,360.45	\$ 861,055.45	13.04%	\$ 260,750.88	30.28%
GROTON-DUNSTABLE	\$ 20,880.00	\$ 140,320.00	\$ 161,200.00	2.44%	\$ 48,815.72	30.28%
NASHOBA	\$ -	\$ 10,429.00	\$ 10,429.00	0.16%	\$ 3,158.18	30.28%
NORTH MIDDLESEX	\$ 127,617.75	\$ 857,774.90	\$ 985,392.65	14.92%	\$ 298,403.54	30.28%
TEWKSBURY	\$ 93,925.50	\$ 993,012.87	\$ 1,086,938.37	16.46%	\$ 329,154.33	30.28%
TYNGSBOROUGH	\$ 37,620.00	\$ 279,844.61	\$ 317,464.61	4.81%	\$ 96,136.87	30.28%
WESTFORD	\$ 91,105.00	\$ 671,575.83	\$ 762,680.83	11.55%	\$ 230,960.38	30.28%
	<u>\$ 810,695.23</u>	<u>\$ 5,793,734.71</u>	<u>\$ 6,604,429.94</u>		<u>\$ 2,000,000.00</u>	



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978) 528-7800 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: Financial Update Memo - FY'18-FY'19 Continued

Valley's student centered budget, year after year, ensures that the students and DDS/MRC clients we educate/serve received the most effective curriculum and state of the art resources to meet their special needs. On average, our staff to student ratio remains between 1:1 and 1:5. (See attachment on Staff/Student ratios for more details.) For the fourth consecutive year, due to the "25% rule", Valley is required to return its surplus funds to its member districts. In FY'18, we will have returned a total of \$2,201,859 million to our member districts - \$201,859 in the fall (FY'17 distribution), \$1 million in March 2018 (FY'18 distribution) and another \$1 million in June 2018 (FY'18 distribution) and again fully funded the Capital Fund (\$1.5 million). Furthermore, over \$200,000 of window improvements at 40 Linnell Circle and an additional \$100,000 for technology infrastructure upgrades were taken out of the FY'18 operating budget in March, by a Board vote, as opposed to funding these projects through the capital fund.

Valley's revenues were up 110.34% over the FY'18 original budget; while expenses were slightly up at 5.18% in FY'18. This slight increase was due in part to the capital improvement projects that were funded by the operating budget as opposed to the capital fund (see above).

Enrollment remained robust from both our member and non-member districts. Our enrollment trends continue to be favorable as September enrollment is 294, up 2 over this time last year. Currently, 49.66% of our student enrollment comes from Member School Districts. Last year, Valley served over 70 school districts across the Commonwealth and New Hampshire. Historically, the enrollment is higher in June than it is in September. However, last year Valley's enrollment was almost the same in September as it was in June. Furthermore, the overall number of days Valley billed for tuition in FY'17 was 62,316 and in FY'18 this number was significantly higher at 63,802 days.

Valley has had another successful summer school and we are pleased that our students had the opportunity to participate in many seasonal enrichment adventures. (Please see the memo on Summer School for more details.) We billed \$2,154,746.72.

We continue to convert our payroll from Infinite Visions to ADP. This implementation and conversion has been expected a lot of work and continues. The ASPEN implementation and startup has also been a challenge; however, in October we will finally be SIF compliant. With payroll removed from Infinite

Visions, it will now take another year of tweaking Infinite Visions so that it is operationally ideal for our needs.

Required Action:

None

Attachments:

Staff/Student Ratios

School Staffing Ratios

	A	B	C	D	E	F	G	H			
Program	Total Number of Students	Number of Students that do not have District Paid Aides	Number of Teachers	Number of District Paid Aides	Number of classroom Aides	Number of Worksite Aides	Other Staff FTEs	Total FTEs	Direct Ratio*	Indirect Ratio	Cost Effective
Elementary	86	68.8	18	17.2	17	0	23	75.2	1:2	1:1	1:5
Middle School	48	34.4	9	13.6	7.8	0	11	41.4	1:2	1:1	1:5
High School Site 1	48	48	7	0	2	4.4	2	15.4	1:4	1:3	1:5
High School Site 2	51	49.2	12	1.8	2	0	4.2	20	1:4	1:3	1:5
High School Site 3	86	64	12	22	3.6	9	11.6	58.2	1:3	1:2	1:5
TOTALS	319	264.4	58	54.6	32.4	13.4	51.8	210.2	1:3	1:2	1:5



Direct Ratio Formula

* B divided by [C + E + F] = Direct Ratio

* Data as of 5.31.18

**VALLEY COLLABORATIVE
TREASURER'S REPORT
MAY 31, 2018**

ENTERPRISE BANK ACCOUNTS

	Valley Operating Enterprise a/c 493426	Valley Payroll Enterprise a/c 795823	Community Catering Enterprise a/c 531401	ICS MMDA a/c 856490	Independence Project a/c 821315	Total Enterprise Bank
Beginning Balance	\$ 1,038,205.20	\$ 167,816.11	\$ 4,896.13	\$ 1,203,970.76	\$ 4,614.36	\$ 2,419,502.56
Receipts	1,810,983.32		13,720.00			\$ 1,824,703.32
Transfers In	12,000.00	1,700,000.00				\$ 1,712,000.00
Withdrawals:						
Payroll		(1,393,934.46)				\$ (1,393,934.46)
Accounts Payable	(181,699.00)		(1,237.79)			\$ (182,936.79)
Other						-
Total Withdrawals	(181,699.00)	(1,393,934.46)	(1,237.79)	-	-	(1,576,871.25)
Transfers Out	(1,250,000.00)		(12,000.00)	(450,000.00)		\$ (1,712,000.00)
Int./Investment Earnings				177.34		177.34
Ending Balance	\$ 1,429,489.52	\$ 473,881.65	\$ 5,378.34	\$ 754,148.10	\$ 4,614.36	\$ 2,667,511.97

OTHER CASH ACCOUNTS

	Eastern a/c 601076227	MMDT 00044263747	Total Cash
Beginning Balance	\$ 250,000.00	\$ 2,404,094.83	\$ 5,073,597.39
Receipts			\$ 1,824,703.32
Transfers In			\$ 1,712,000.00
Withdrawals:			
Payroll			\$ (1,393,934.46)
Accounts Payable			\$ (182,936.79)
Other			-
Total Withdrawals	-	-	(1,576,871.25)
Transfers Out			\$ (1,712,000.00)
Int./Investment Earnings		4,188.09	4,365.43
Ending Balance	\$ 250,000.00	\$ 2,408,282.92	\$ 5,325,794.89

RESTRICTED

PARS OPEB TRUST
\$ 3,719,011.31
(1,552.15)
(1,552.15)
5,582.71
\$ 3,723,041.87

as of April 30, 2018

**VALLEY COLLABORATIVE
TREASURER'S REPORT
JUNE 30, 2018**

ENTERPRISE BANK ACCOUNTS

	Valley Operating Enterprise a/c 493426	Valley Payroll Enterprise a/c 795823	Community Catering Enterprise a/c 531401	ICS MMDA a/c 856490	Independence Project a/c 821315	Total Enterprise Bank
Beginning Balance	\$ 1,429,489.52	\$ 473,881.65	\$ 5,378.34	\$ 754,148.10	\$ 4,614.36	\$ 2,667,511.97
Receipts	3,340,767.41		9,920.00			\$ 3,350,687.41
Transfers In		1,150,000.00				\$ 1,150,000.00
Withdrawals:						
Payroll		(1,585,286.07)				\$ (1,585,286.07)
Accounts Payable	(257,263.16)		(577.36)			\$ (257,840.52)
Other						-
Total Withdrawals	(257,263.16)	(1,585,286.07)	(577.36)	-	-	(1,843,126.59)
Transfers Out	(1,150,000.00)					\$ (1,150,000.00)
Int./Investment Earnings				123.95		123.95
Ending Balance	\$ 3,362,993.77	\$ 38,595.58	\$ 14,720.98	\$ 754,272.05	\$ 4,614.36	\$ 4,175,196.74

OTHER CASH ACCOUNTS

	Eastern a/c 601076227	MMDT 00044263747	Total Cash
Beginning Balance	\$ 250,000.00	\$ 2,408,282.92	\$ 5,325,794.89
Receipts			\$ 3,350,687.41
Transfers In			\$ 1,150,000.00
Withdrawals:			
Payroll			\$ (1,585,286.07)
Accounts Payable			\$ (257,840.52)
Other			-
Total Withdrawals	-	-	(1,843,126.59)
Transfers Out			\$ (1,150,000.00)
Int./Investment Earnings		4,174.55	4,298.50
Ending Balance	\$ 250,000.00	\$ 2,412,457.47	\$ 6,837,654.21

RESTRICTED

PARS OPEB TRUST
\$ 3,723,041.87
(775.63)
(775.63)
44,880.70
\$ 3,767,146.94

as of May 31, 2018

**VALLEY COLLABORATIVE
TREASURER'S REPORT
JULY 31, 2018**

ENTERPRISE BANK ACCOUNTS

	Valley Operating Enterprise a/c 493426	Valley Payroll Enterprise a/c 795823	Community Catering Enterprise a/c 531401	ICS MMDA a/c 856490	Independence Project a/c 821315	Total Enterprise Bank
Beginning Balance	\$ 3,362,993.77	\$ 38,595.58	\$ 14,720.98	\$ 754,272.05	\$ 4,614.36	\$ 4,175,196.74
Receipts	1,541,303.43		1,620.00			\$ 1,542,923.43
Transfers In		1,601,915.24				\$ 1,601,915.24
Withdrawals:						
Payroll		(1,412,446.75)				\$ (1,412,446.75)
Accounts Payable	(383,326.51)					\$ (383,326.51)
Other						-
Total Withdrawals	(383,326.51)	(1,412,446.75)	-	-	-	(1,795,773.26)
Transfers Out	(1,601,915.24)					\$ (1,601,915.24)
Int./Investment Earnings				128.10		128.10
Ending Balance	\$ 2,919,055.45	\$ 228,064.07	\$ 16,340.98	\$ 754,400.15	\$ 4,614.36	\$ 3,922,475.01

OTHER CASH ACCOUNTS

	Eastern a/c 601076227	MMDT 00044263747	Total Cash
Beginning Balance	\$ 250,000.00	\$ 2,412,457.47	\$ 6,837,654.21
Receipts			\$ 1,542,923.43
Transfers In			\$ 1,601,915.24
Withdrawals:			
Payroll			\$ (1,412,446.75)
Accounts Payable			\$ (383,326.51)
Other			-
Total Withdrawals	-	-	(1,795,773.26)
Transfers Out			\$ (1,601,915.24)
Int./Investment Earnings		4,505.68	4,633.78
Ending Balance	\$ 250,000.00	\$ 2,416,963.15	\$ 6,589,438.16

RESTRICTED

PARS OPEB TRUST
\$ 3,767,146.94
(784.82)
(784.82)
12,745.79
\$ 3,779,107.91

as of June 30, 2018



VALLEY COLLABORATIVE
PARS OPEB Trust Program

Account Report for the Period
6/1/2018 to 6/30/2018

Heidi Kriger
 Treasurer
 Valley Collaborative
 40 Linnell Circle
 Billerica, MA 01821

Account Summary

Source	Beginning Balance as of 6/1/2018	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2018
OPEB	\$3,767,146.94	\$0.00	\$12,745.79	\$784.82	\$0.00	\$0.00	\$3,779,107.91
Totals	\$3,767,146.94	\$0.00	\$12,745.79	\$784.82	\$0.00	\$0.00	\$3,779,107.91

Investment Selection

Vanguard Balanced Strategy

Investment Objective

The Balanced Portfolio invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking both a reasonable level of income and long-term growth of capital and income.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
0.34%	1.71%	6.96%	6.64%	-	-	6/24/2015

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



VALLEY COLLABORATIVE
PARS OPEB Trust Program

Account Report for the Period
7/1/2017 to 6/30/2018

Heidi Kriger
 Treasurer
 Valley Collaborative
 40 Linnell Circle
 Billerica, MA 01821

Account Summary

Source	Beginning Balance as of 7/1/2017	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2018
OPEB	\$3,542,215.90	\$0.00	\$246,138.76	\$9,246.75	\$0.00	\$0.00	\$3,779,107.91
Totals	\$3,542,215.90	\$0.00	\$246,138.76	\$9,246.75	\$0.00	\$0.00	\$3,779,107.91

Investment Selection

Vanguard Balanced Strategy

Investment Objective

The Balanced Portfolio invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking both a reasonable level of income and long-term growth of capital and income.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
0.34%	1.71%	6.96%	6.64%	-	-	6/24/2015

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



Central Administration Office

*25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7800 * <http://www.valleycollaborative.org>*

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: Tyngsborough Lease Update

Attorney Lent will be presenting the final version of the Tyngsborough Lease for the Board's approval.

Required Action:

Board Approval

Attachments:

Tyngsborough Lease

THIRD LEASE AGREEMENT

This Third Lease Agreement, effective July 1, 2018, is hereby entered into by the Town of Tyngsborough and the Tyngsborough Public Schools, a municipal corporation, (hereinafter, together, "Tyngsborough"), and the Valley Collaborative, (hereinafter, the "Collaborative"), an education collaborative organized pursuant to M.G.L. c. 40,§4E for the purpose of providing its member districts, including Tyngsborough, with educational, transitional, and therapeutic programs for persons with special needs, specialized programs within the public school setting, in-service training to special education staff, parents and administrators, and such other related services. Tyngsborough and the Collaborative mutually agree to the following provisions as set forth herein.

1. Premises Subject to Lease: Tyngsborough is the owner of that certain building and adjacent land with all improvements and permanent fixtures situated thereon located at 135 Coburn Road in the Town of Tyngsborough; the said property having been and being known commonly as The Lakeview Elementary School/Early Childhood Center ("Building" and "Land"). Tyngsborough makes available for lease (i) approximately 27,316 rentable square feet of space in the Building and Land, as approximately shown by the floor plan attached hereto as Exhibit A, and, in addition, (ii) approximately 911 rentable square feet of additional classroom space located in the Building adjacent to the exit of the early childhood wing, as also approximately shown by the floor plan attached hereto as Exhibit A ("Additional Classroom"), (together, the entirety of the "Leased Premises"). The Leased Premises shall not include one classroom (911 sq. ft.) located adjacent to the exit of the early childhood wing, as also approximately shown on the floor plan attached hereto as Exhibit A. Also hereby leased are all the furnishings, furniture and equipment owned by Tyngsborough that are contained in or used in conjunction with said Leased Premises. All other furnishings, furniture, equipment and trade fixtures acquired by the Collaborative during the term of this Lease Agreement and placed or installed on the Leased Premises by the Collaborative shall be and remain at all times the property of the Collaborative. The Building and Land with all improvements and permanent

fixtures situated thereon shall remain at all times property of Tyngsborough. The Tyngsborough property, facilities and equipment will be used in a careful and prudent manner so as to prevent any loss, defacement or damage to them.

2. Term and Authority: Tyngsborough hereby leases the Leased Premises to the Collaborative, and the Collaborative hereby leases the same from Tyngsborough, for the renewed term beginning July 1, 2018 and ending June 30, 2028 (the "Term"). The Collaborative shall have the option of renewing this Lease Agreement, with the express written consent of Tyngsborough, under the same or different terms, which option may be exercised at any time during the Term of this Third Lease Agreement (the "Lease Agreement"). To exercise its option, the Collaborative shall give written notice to the Tyngsborough Board of Selectmen and the Tyngsborough School Committee at least eight (8) months prior to the expiration of the Term. The Tyngsborough Board of Selectman and Tyngsborough School Committee shall consent to or reject such proposed renewal term within sixty (60) days of receipt of the Collaborative's written notice exercising its option under this Lease Agreement. In the event the Collaborative's request for an extension is rejected for any reason deemed sufficient to Tyngsborough there shall be no recourse to the Collaborative.

If Tyngsborough uses its portion of the space as a school building to educate students in an assigned, graded classroom, as opposed to the provision of individualized or therapeutic services, this Lease Agreement shall be subject to approval of the Commissioner of Education pursuant to M.G.L. c. 40, sec.3. Alternatively, if Tyngsborough uses this space for faculty, staff, administrative or occasional therapeutic or individualized services, this Lease Agreement shall be subject to M.G.L. c.71, sec. 71.

3. Rent: The Collaborative shall pay rent to the Tyngsborough School Committee for the Leased Premises based on the following terms and schedules:

A. Leased Premises. The total rental sum per annum for the term of this Lease Agreement will equal Two Hundred Fifty Five Thousand Nine Hundred Fifty Dollars (\$255,950) (approximately \$9.07 per rentable sq. ft.). Rent payments for the Leased Premises will be paid on the following schedule:

i. For Year One (July 1, 2018 to June 30, 2019), the Collaborative will pay the total rental sum of \$255,950 to Tyngsborough on or before October 31, 2018;

ii. For Year Two (July 1, 2019 to June 30, 2020), the Collaborative will pay the total rental sum of \$255,950 to Tyngsborough on or before July 31, 2019;

iii. For Year Three (July 1, 2020 to June 30, 2021), the Collaborative will pay the total rental sum of \$255,950 to Tyngsborough on or before July 31, 2020; and

iv. For the remainder of the Term of this Lease Agreement, commencing on July 1, 2021, rent payments for the Leased Premises will be paid to Tyngsborough quarterly on or before the first day of each quarter in the amount of \$63,987.50.

4. Alterations and Improvements:

A. Capital Improvements. As used herein, the term “Capital Improvements” shall mean improvements or additions made to the Leased Premises which: (i) increase the value of the Leased Premises; or (ii) are required to protect, replace and/or preserve the Building structure or systems; or (iii) are mandated by federal, state or local code, law, ordinance and/or regulation. Specifically, for purposes of this Lease Agreement, but not intended to be a complete list, Capital Improvements shall include but are not limited to: (1) HVAC ATC system, (2) electrical system upgrade to standards sufficient to support the HVAC ATC system and technology within all classrooms and offices, (3) total window replacement (including window frame materials), (4) security cameras and system installation, (5) playground installation and improvements, (6) parking lot asphalt maintenance, and (7) ADA mandated improvements, if any.

All Capital Improvements, including all equipment and purchases contemplated in the Capital Improvement Plan attached as Appendix A to this Agreement, including but not limited to security cameras, security equipment, and

all other equipment purchased relating to Tyngsborough's Capital Improvement Project, shall remain Tyngsborough's property during and after the Lease Term.

Under this Lease Agreement, both Tyngsborough and the Collaborative each commit to funding \$800,000.00 towards Capital Improvements, as defined above, to the Leased Premises over the Term of this Agreement, for a total of \$1,600,000.00 in Capital Improvements to the Leased Premises during the Term of this Agreement. All such Capital Improvements shall be informed by and made in accordance with the existing Capital Improvement Plan for the Building and Land, a copy of which is within the Town of Tyngsborough's Comprehensive Facilities Assessment Report, dated July 15, 2016, attached hereto as Appendix A to this Lease Agreement. Any modification to the parties' Capital Improvement funding commitments stated herein shall be mutually agreed to by the Parties in writing.

B. Tyngsborough's Funding Contributions towards Capital Improvements. The Parties acknowledge that Tyngsborough shall provide funds towards Capital Improvements. Tyngsborough's obligations under this Section are expressly contingent on an approval by the Tyngsborough School Committee.

C. The Collaborative's Funding Contributions towards Capital Improvements. Subject to the terms and conditions stated herein, and in consideration for Tyngsborough undertaking and completing the Capital Improvements, as defined above, the Collaborative agrees to make payments towards the Capital Improvements on the following schedule: (i) payment in the amount of \$400,000.00 on or before October 31, 2018; (ii) payment in the amount of \$200,000.00 on or before June 30, 2019; and (iii) payment in the amount of \$200,000.00 on or before October 31, 2019. The Collaborative's payments towards the Capital Improvements shall not be used for any finance charges, fees, administrative costs, performance bonds, permit fees, insurance, operating, expense, or any other costs except the actual costs directly related to the design and construction and/or installation of the Capital Improvements, which costs shall be fully documented by Tyngsborough and disclosed to the Collaborative.

The Collaborative's obligations under this Section are expressly contingent on an approval by the Valley Collaborative Board of Directors. Tyngsborough shall have the option to terminate this Lease Agreement if the Collaborative fails to appropriate funding for Capital Improvements as committed in this Agreement, or if the Collaborative fails to provide Capital Improvement funds as outlined in this Section.

D. Reimbursement of Funding Contributions towards Capital Improvements for Failure to Complete Timely or in the Event of Early Termination. Tyngsborough's failure to appropriate its committed funding for Capital Improvements, as defined above, on or before June 30, 2020 will constitute grounds for termination of this Lease Agreement by the Collaborative at any time during the Term of this Lease Agreement. Further, in the event that Tyngsborough fails to undertake and substantially complete the Capital Improvements specifically identified and numbered (1) - (7) in Section 4.A., by the end of Year 3 of the Term (i.e. June 30, 2021), the Collaborative shall be entitled to a deduction of rent due ("Rent Credits") or reimbursement of the Collaborative's financial contributions toward Capital Improvements. Rent Credits and/or reimbursement as stated herein shall be made only to the degree that said Capital Improvements are substantially incomplete on June 30, 2021, and based on the construction or related costs for said Capital Improvements not substantially complete on June 30, 2021, at the reasonable determination of the Parties.

In the event Tyngsborough terminates this Lease Agreement at any time prior to the expiration of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative as follows, less any Rent Credits for Capital Improvements or reimbursements already granted to the Collaborative:

Year 1: During the first year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative ninety percent (90%) of Collaborative funded payments already paid toward identified Capital Improvements;

Year 2: During the second year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative eighty percent (80%) of Collaborative funded payments already paid toward identified Capital Improvements;

Year 3: During the third year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative seventy percent (70%) of Collaborative funded payments already paid toward identified Capital Improvements;

Year 4: During the fourth year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative sixty (60%) percent of Collaborative funded payments already paid toward identified Capital Improvements;

Year 5: During the fifth year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative fifty percent (50%) of Collaborative funded payments already paid toward identified Capital Improvements;

Year 6: During the sixth year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative forty percent (40%) of Collaborative funded payments toward identified Capital Improvements;

Year 7: During the seventh year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative thirty percent (30%) of Collaborative funded payments already paid toward identified Capital Improvements;

Year 8: During the eighth year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative twenty percent (20%) of Collaborative funded payments already paid toward identified Capital Improvements;

Year 9: During the ninth year of the ten (10) year Lease Term, Tyngsborough shall reimburse the Collaborative ten percent (10%) of Collaborative funded payments already paid toward identified Capital Improvements;

Year 10: During the tenth and last year of the ten (10) year Lease Term, but prior to the expiration of the Lease Term, Tyngsborough shall reimburse the Collaborative a prorated portion of five percent (5%) of Collaborative funded payments already paid toward identified Capital Improvements.

Such reimbursements shall be made within ninety (90) days of such termination date and shall be subject to appropriation of funds by Tyngsborough. In the event Tyngsborough is unable to secure the funding necessary to reimburse the Collaborative, Tyngsborough shall not terminate this Lease Agreement until such time as funding is appropriated or upon the expiration of the ten (10) year Lease Term, whichever date is earlier. Except as this Lease Agreement may be terminated by the Collaborative pursuant to Section 4, 6 or 7, Tyngsborough will not reimburse the Collaborative for any Capital Improvements in the event the Collaborative vacates the Leased Premises before the expiration of the ten (10) year Lease Term, whether voluntarily or pursuant to legal action for breach of this Lease Agreement. For the sake of clarity, in the event this Lease Agreement is terminated by the Collaborative pursuant to Section 4, 6 or 7, the Collaborative may be entitled to reimbursement by Tyngsborough for Capital Improvements as stated therein.

E. Alterations Other Than Capital Improvements as Defined in Section 4.A. In addition, the Collaborative, at the Collaborative's expense, shall have the right, following Tyngsborough's consent, to remodel, redecorate, make alternations, additions, improvements, replacements or structures of and to all or any part of the Leased Premises from time to time as the Collaborative may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Subject to Tyngsborough's approval, which shall not be unreasonably withheld, the Collaborative shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, trade fixtures, equipment and temporary installations, whether acquired by the Collaborative at the commencement of the Lease Term or placed

or installed on the Leased Premises by the Collaborative thereafter, shall remain the Collaborative's property free and clear of any claim by Tyngsborough. The Collaborative shall have the right to remove the same at any time during the Term of this Lease Agreement provided that all damage to the Leased Premises caused by such removal shall be repaired by the Collaborative at the Collaborative's expense. In contrast, any permanent improvements to the Leased Premises itself, as well as any improvements to existing permanent fixtures or installation of new permanent fixtures shall remain the property of Tyngsborough. As stated in Section 4.A., all Capital Improvements, including but not limited to security cameras and security equipment, shall remain Tyngsborough's property during and after the Lease Term.

5. Insurance:

A. If the Leased Premises or any part of the Building or Land is damaged by fire or other casualty resulting from any act or negligence of the Collaborative or any of the Collaborative's agents, employees or invites, rent shall not be diminished or abated while such damages are under repair, and the Collaborative shall be responsible for the costs of repair not covered by insurance.

B. Tyngsborough shall maintain fire and extended coverage insurance on the Leased Premises and the Building in such amounts as Tyngsborough shall deem appropriate. Tyngsborough shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. The Collaborative and Tyngsborough shall, each at its own expense, maintain a policy or policies of comprehensive general or public liability or school official liability insurance with respect to the respective activities of each in the Building or Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Tyngsborough, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of personal injury, bodily injury, including death resulting therefrom, property damage or combination thereof. Tyngsborough shall be listed as an additional insure on the Collaborative's policy

or policies of comprehensive general liability insurance, and the Collaborative shall provide Tyngsborough with current Certificates of Insurance evidencing the Collaborative's compliance with this Section. The Collaborative shall obtain the agreement of the Collaborative's insurers to notify Tyngsborough that a policy is due to expire at least ten (10) days prior to such expiration.

D. Tyngsborough shall not be required to maintain insurance against thefts within the Leased Premises or the Building. The Collaborative shall, at its expense, maintain an insurance policy for all personal property owned by the Collaborative located at or within the Leased Premises.

6. Damage and Destruction: Subject to Section 5 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for the Collaborative's purposes, then the Collaborative shall have the right within sixty (60) days following damage to elect by notice to Tyngsborough to terminate this Lease Agreement as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for the Collaborative's purposes, Tyngsborough may elect to promptly repair such damage at Tyngsborough's cost. If such damage stems from the negligence or recklessness of the Collaborative's employees, agents, contractors, servants, or invitees, the cost of such repairs shall be borne by the Collaborative. In making the repairs called for in this Section, Tyngsborough shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor other matters which are beyond the reasonable control of Tyngsborough. The Collaborative shall be relieved from paying rent (and any other charges due to Tyngsborough, such as funding for Capital Improvements that is due and not yet paid) during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the Collaborative's purposes, subject to Section 5 above. Rent payments (and any other charges) paid to Tyngsborough in advance for any such periods shall be refunded to the Collaborative. The provisions of this Section extend not only to the matters aforesaid, but also to an occurrence, excepting

matters subject to Section 5 above, which is beyond the Collaborative's reasonable control and which render the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy of use, in whole or in part, for the Collaborative's purposes.

7. Conditions of Premises and Use by Tyngsborough: The Collaborative shall use and occupy said Leased Premises for educational purposes and for no other and will maintain in good condition all of the rooms, hallways and other facilities in the Building or Leased Premises. Notwithstanding anything to the contrary herein or elsewhere in this Lease Agreement, Tyngsborough shall have the right to use the Leased Premises after normal school hours, i.e. after 5:00 PM on Mondays to Fridays and at any time on the weekends for other purposes set forth in General Laws Chapter 71, Section 71. Alcoholic beverage shall not be consumed or brought into the subject property or in its facilities without proper licensure. Smoking or vaping on the Leased Premises shall not be permitted, per state law.

8. No Sublet: Collaborative shall not sublet in whole or in part, nor assign this Lease Agreement or any part thereof without first obtaining the written consent of Tyngsborough and shall, at the expiration or termination of said Lease Agreement or any extension thereof, yield the Leased Premises to Tyngsborough in as good condition as at the date of the Collaborative taking occupancy thereof, ordinary wear and tear excepted.

9. Use as a Polling Place: The Town of Tyngsborough shall have the right to use the Building or the Leased Premises as a polling place subject to rules and regulations set forth by the Tyngsborough Board of Selectmen and the Tyngsborough School Committee. The Collaborative agrees that Tyngsborough shall have the right to store the voting equipment in an available storage room on the Leased Premises nearest the area historically used as a polling place by Tyngsborough. Tyngsborough shall have the right to access the voting equipment and storage room as necessary to carry out local and state elections, provided Tyngsborough shall not thereby unreasonably interfere with the Collaborative's use or occupancy of the Leased Premises.

10. Risk of Loss: All furniture, furnishings, equipment and other items of personal property brought on the Lease Premises by the Collaborative shall remain on the Leased Premises at the sole risk of the Collaborative.

Tyngsborough is not responsible for Collaborative property while it is kept at the Leased Premises. Tyngsborough is not liable for the acts or omissions of any protective services engaged by the Collaborative.

11. Tenants: Except as may otherwise be provided herein or elsewhere in this Agreement, this Lease Agreement shall terminate (i) upon the expiration of the lease term or any extension thereof, or (ii) upon the effective date of withdrawal by Tyngsborough as a member district of the Collaborative, or (iii) upon the effective date of any vote by the Collaborative's member districts to dissolve or withdraw from the Collaborative. In the event this Lease Agreement is terminated under Section (ii) or (iii) of this Section, the Collaborative shall be relieved from paying rent (and any other charges payable to Tyngsborough, including funding commitments to Capital Improvements) upon the effective date of the Lease Agreement's termination and, as applicable, the Collaborative shall be refunded rental payment amounts for any partial calendar month on a prorated daily basis and reimbursed for the Collaborative's financial contribution payments towards Capital Improvements only to the degree that said Capital Improvements are substantially incomplete on the effective date of the Lease Agreement's termination, and based on the construction or other costs for said Capital Improvements. Nothing in this Section shall be construed to include any reimbursement for a rent or Capital Improvement pay period previously due, paid for and completed (substantially completed in the case of Capital Improvements). Tyngsborough may terminate this Lease Agreement upon thirty (30) days written notice to the Collaborative in the event the Leased Premises is not actively being used by the Collaborative for educational, vocational, and therapeutic programs for persons with special needs, specialized programs, in-service training to special education staff, parents and administrators, and such other related services or purpose.

12. Compliance: Tyngsborough and the Collaborative shall comply with all laws of the United States, and the Commonwealth of Massachusetts; all requirements of the police and fire departments or other municipal authorities of Tyngsborough, and shall obtain and pay for all necessary permits and licenses applicable to each party. The Collaborative may not admit a larger number of persons than the seating capacity of the Building or the Leased Premises will accommodate, and the Collaborative may not allow a greater number of persons to congregate in any place in the Building or the Leased Premises that can safely or freely move about in that area. In the event any governmental authority with jurisdiction notifies the Collaborative or Tyngsborough that all or any part of the Lease Premises is not constructed or maintained in compliance with the applicable law, ordinance, code, or regulation, and demands compliance, then Tyngsborough, upon receipt of such notification, promptly must cause such repairs, alterations, or other work to be done so as to bring about the compliance demanded with no additional cost or obligation upon the Collaborative. Tyngsborough has the right to defer compliance so long as Tyngsborough contest the validity of any such law, order, or regulation in good faith and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with the Collaborative's use of the Lease Premises, subject the Collaborative, its employees, students, or invitees to any increased risk of injury to their persons or property, adversely affect any other right of the Collaborative under this Lease Agreement, or impose any additional obligation upon the Collaborative.

13. Final Agreement: This Lease Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, including without limitation the Second Lease Agreement dated as of July 1, 2016 -June 30, 2019, and represents the total, complete and final agreement between Tyngsborough and the Collaborative. No oral modifications have been made. This Lease Agreement may only be modified by a writing signed by both Tyngsborough and the Collaborative. If any part of this Lease Agreement is ruled by any court to be void for any reason, such part will be severed and the rest of the agreement will

continue in force as if the invalid part had never been a part of this Lease Agreement.

14. Right of Entry: The Collaborative shall permit Tyngsborough's agent to enter upon the Leased Premises at reasonable times and with reasonable notice as necessary to protect Tyngsborough's interests in the Leased Premises or to perform Tyngsborough's duties under this Lease Agreement, provided Tyngsborough shall not thereby unreasonably interfere with the Collaborative's use or occupancy of the Lease Premises.

15. Utilities and Services: Except as otherwise provided herein, Tyngsborough shall pay all charges for utilities and services including but not limited to the services and presence of a Tyngsborough School Resource Officer, trash removal, snow removal, gas, electricity and water used on the Leased Premises. The Collaborative shall pay all charges for any telephone and internet equipment and service used by the Collaborative on the Leased Premises. The Collaborative also shall hire, and pay all costs related to, a custodian and/or janitorial services for the Leased Premises. All individuals engaging in custodial/janitorial work on the Leased Premises, regardless of whether employees of the Collaborative or another employer, must satisfy the same CORI and fingerprinting requirements as Tyngsborough Public Schools staff and as required by law. In connection with this Lease Agreement, ownership of all janitorial/custodial equipment, materials and supplies (maintenance/repair/systems equipment, materials and supplies excluded) currently on-site at the Leased Premises shall transfer to the Collaborative for good and valuable consideration of \$1.00, in addition to the payment provisions set forth in this Lease Agreement. For the Term of this Lease Agreement, the Collaborative shall bear custodial/janitorial responsibility for the Leased Premises. Tyngsborough shall remain responsible for the Leased Premises maintenance / maintenance costs in accordance with the terms of this Agreement, janitorial/custodial work and expenses excluded.

16. Indemnification: Tyngsborough shall indemnify, save harmless, and defend the Collaborative from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or

within the Leased Premises or appurtenant areas if caused by any negligence, breach of this Lease Agreement, or willful misconduct of Tyngsborough or Tyngsborough's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement included indemnity against all costs, expenses, and liabilities that the Collaborative incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel that the Collaborative employs. This indemnity survives the expiration or termination of this Lease Agreement.

17. Tax Compliance: Each party certifies to the other that it is in compliance with all laws relating to taxes and reporting of employees and contractors, pursuant to Mass General Law Chapter 62C, Section 49A.

18. Dispute Resolution:

a. Negotiation: In the event of any dispute arising out of or relating to this Lease Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between individuals with full settlement authority.

b. Mediation: If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties shall share equally the mediator's fee and any administrative fees, but otherwise shall bear their own expenses.

c. Arbitration: Thereafter, any unresolved dispute arising out of or relating to this Lease Agreement, or the breach thereof, shall be decided by binding arbitration by a single arbitrator pursuant to the then-applicable Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties shall share equally the arbitrator's fees and any administrative fee, but otherwise shall bear their own expenses. The arbitrator shall not award multiple damages, punitive damages, prejudgment interest or attorney's fees; provided that if any

limitation of damages set forth herein shall be determined by a court of competent jurisdiction to be unenforceable, said limitation shall be disregarded without affecting any other provision of the Lease Agreement. The arbitrator may consider and rule on any dispositive motion submitted by the parties. The parties to this Lease Agreement may, notwithstanding the other provisions of this Lease Agreement, request at any time a temporary restraining order, preliminary injunction or other interim relief from any court of competent jurisdiction without thereby waiving its other rights under this Section of the Lease Agreement. Except as otherwise provided in this Lease Agreement, the parties shall rely solely on the procedures set forth herein to resolve any dispute subject to this Section. If any party files an action or proceeds with litigation in court, in violation of this Lease Agreement, that party shall indemnify the other party for its costs and attorney's fees incurred as a result of any such violation.

19. Signs: Following Tyngsborough's consent, the Collaborative shall have the right to place on the Leased Premises, at locations selected by the Collaborative, any signs which are permitted by applicable zoning ordinances, bylaws and restrictions. Tyngsborough may refuse consent to any proposed signage that is too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Tyngsborough shall assist and cooperate with Collaborative in granting or obtaining necessary permission to place or construct the foregoing signs. The Collaborative shall repair all damage to the Leased Premises resulting from the removal of signs installed by the Collaborative.

20. Quiet Possession: Tyngsborough covenants and warrants that upon performance by the Collaborative of its obligations hereunder, Tyngsborough shall keep and maintain the Collaborative in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Lease Premises during the Term of this Lease Agreement.

21. Consent: Tyngsborough shall not unreasonably withhold or delay its consent with respect to any matter for which Tyngsborough's consent is required or desirable under this Lease Agreement.

22. Headings: The headings used in this Lease Agreement are for convenience of the parties and shall not be considered in interpreting the meaning of any provisions of the Lease Agreement.

23. Authority and Notice: The Tyngsborough School Committee, by vote, dated July 17, 2018, has authorized its Board Chair to enter into and execute this Lease Agreement. The Valley Collaborative Board of Directors, by vote, dated September 13, 2018, has authorized the Board Chair to enter into and execute this Lease Agreement. Any notice required or permitted under this Lease Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Tyngsborough:

Tyngsborough Board of Selectmen
Tyngsborough Public School Committee
Tyngsborough Town Office Building
25 Bryants Lane, Tyngsborough, MA 01879

If to the Collaborative:

Valley Collaborative Board of Directors
Attn: Board Chair
Valley Collaborative
40 Linnell Circle
Billerica, MA 01821

Tyngsborough and the Collaborative shall each have the right from time to time to change the place notice is to be given under this Section by written notice thereof to the other party.

24. Governing Law: This Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Tyngsborough has caused these presents to be executed in its name and behalf by its Selectmen and School Committee in duplicate originals and the Collaborative has cause the same to be executed as duly authorized by its Board of Directors.

Town of Tyngsborough
By Selectmen:

Tyngsborough Public Schools
By:

Chairman, School Committee

Dated:

Valley Collaborative
By:

Chairman, Valley Collaborative Board of Directors

Dated:



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7800 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: Linnell Circle Street Acceptance, Town of Billerica – Department of Public Works

The Billerica Department of Public Works has asked that Valley Collaborative sign a Street Acceptance Release allowing Linnell Circle to be considered an acceptable road for them to perform proper maintenance when necessary. Currently, they do not have a legal right to do so as Linnell Circle is considered an unaccepted road.

Required Action:

Board Vote

Attachments:

Linnell Circle Street Acceptance Letter
Linnell Circle Street Acceptance Release



Department of Public Works – Engineering Division
Town Hall, 365 Boston Road, Billerica, Massachusetts 01821
PH: (978) 671-1300 FAX: (978) 671-0958

Abdul Alkhatib, Director
Kelley Conway P.E., Town Engineer

July 25, 2018

Re: Linnell Circle Street Acceptance

Dear Property Owner:

The Town of Billerica Department of Public Works is planning to submit the currently unaccepted road, Linnell Circle, to the Board of Selectmen for acceptance by Town Meeting. Once a roadway is accepted, the Town is able to perform proper maintenance when required.

The street acceptance process requires each abutter to release their right, title and interest in the land located within the layout of the roadway. We have enclosed a *Street Acceptance Release Form* for your use in this regard. We ask that you sign, notarize, and return the form to the DPW Engineering Division office by August 8, 2018. Notary services are available in our office. **Please note, this release form is only for the roadway right of way, it does not apply to any portion of your lot.**

The Town has a plan and profile of the roadway on file that can serve as the record plan for acceptance.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in cursive script that reads "Kelley Conway".

Kelley Conway, PE
Town Engineer

COMMONWEALTH OF MASSACHUSETTS
TOWN OF BILLERICA

STREET ACCEPTANCE RELEASE

*public way
instead of
private*

KNOW ALL MEN BY THESE PRESENT, that, **Merrimack Special Education Collaborative, C/O Valley Collaborative**, Owner(s) of property located at **40 Linnell Circle** (Assessor's Parcel ID **97-114-1**), Billerica, Massachusetts, in the county of Middlesex, under deed recorded in the Middlesex Registry of Deeds Book-Page **27817-283** (hereinafter "Owner(s)"), for and in consideration of the acceptance of **Linnell Circle** as a public way by the Town of Billerica, acting by and through its Town Meeting, said Owner(s) do hereby, for itself and its successors and assigns,

- 1) Donate to the Town of Billerica all of my/our right, title and interest in the land located within the layout of said **Linnell Circle** for the establishment and acceptance of said public way; and
- 2) Release and forever discharge the Town of Billerica, its successors and assigns from all claims, debts, demands, actions, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, monetary damages, extents, executions, and liabilities and any and all other claims of every kind, nature, and description whatsoever, both in law and equity from or in consequence of said laying out and acceptance of said **Linnell Circle** and the donation of my/our interest in said way.
- 3) Authorize the Town of Billerica to take all actions necessary to effectuate this donation including, but not limited to, adoption of orders of taking pursuant to Mass. Gen. Laws c. 79 for the acquisition of an easement for street utility purposes in the land of Owner(s) located within the layout of said **Linnell Circle**.

IN WITNESS WHEREOF, I/WE

_____ have set my/our hands,
this _____ day of _____ 20____.

Owner

Owner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

_____, 20____

Then personally appeared the above named _____
and acknowledged the foregoing instrument to be his, her, or their free act and deed,
before me.

Notary Public
My Commission Expires:



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7800 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: Summer School Enrichment Updates

Our students and DDS clients had an exciting and educational summer at Valley. Valley is proud of the high quality enrichment programming opportunities that our students and the DDS clients were afforded. Staff are required to present the rationale for the school trips their students go on and align the school trip with the Learning Standards (please see attached).

The following list is an example of just a few of the dreams/school trips Valley made come true this summer:

3 Trolls Games and Puzzles	Jump On In Inc
Adventure Bound	Kimball Farm
AMC Tyngsboro 12	Laser Quest Danvers
Animal Adventures	Lowell Spinners
Ben & Jerrys NH Treats, LLC	Max'S Country Golf
Boston Duck Tour	Merrimack Valley Pavillion
Boston Rock Gym	Metrorock Climbing Centers
Build A Bear	Museum Of Science
Canobie Lake Park	New England Aquarium
Charles River Boat Co	North American Wolf Foundation Inc
Chunky's Movie Theater	One Stop Fun
Dave & Buster's	Patriot Place
Discovery Museum	Rock Show Inc
Eric Carle Museum	Skateland
Essex River Basin Adventures Inc	Sky Trail Massachusetts
Fenway Park Tours Boston Red Sox	Stonehenge USA
Funtagious	TCs Training Center
Harvard Museum of Natural History	Wamesit Lanes
Imagine That	You'Re Fired

Program: Valley Collaborative ISN **Date:** 8/16/18 **Trip:** New England Aquarium

Location: **Number of Students/ staff:** 3 students, 3 staff

Contact Staff: Amy Maggin

Overview: The class will be visiting the New England Aquarium on **August 16th**. Students will visit the aquarium after learning about a variety of sea animals during the school year.

Science Topics include:

Climate, ecosystems, and ocean mammals.

Framework : 2006 Science and Technology/Engineering

Strand : Biology High School

Topic :

LS1. From Molecules to Organisms: Structures and Processes

2-ESS2-3. Use examples obtained from informational sources to explain that water is found in the ocean, rivers and streams, lakes and ponds, and may be solid or liquid.

HS-LS2-6. Analyze data to show ecosystems tend to maintain relatively consistent numbers and types of organisms even when small changes in conditions occur but that extreme fluctuations in conditions may result in a new ecosystem. Construct an argument supported by evidence that ecosystems with greater biodiversity tend to have greater resistance to change and resilience. Clarification Statement: • Examples of changes in ecosystem conditions could include modest biological or physical changes, such as moderate hunting or a seasonal flood; and extreme changes, such as volcanic eruption, fires, the decline or loss of a keystone species, climate changes, ocean acidification, or sea level rise

Program: Valley Collaborative High School Site 2

Date: Tuesday, July 31 2017

Trip:

Kayaking

Location: Essex River Basin Adventures, Essex, MA., 01929

Number of Students/ staff: 8/2

Contact Staff: Matt Gentile

Overview: Students will be attending a Kayaking trip on Tuesday, July 31st, 2017. Site 1 will be spending the day Kayaking at Essex River Basin Adventures, Essex, MA. Students will have the opportunity to kayak in small groups with staff supervision around The Essex River Basin. ERBA will also provide guides to escort the group. After being fitted with a life vest, paddle, kayak and spray skirt, the group will listen to an instructional seminar on the basic skills of kayaking. The instructional seminar includes paddle techniques and safety precautions. The group will depart from a marsh location for a three hour kayaking trip. The group will stop at one point for lunch on a beach. They will have the opportunity to interact with their peers and staff while learning how to kayak, follows directions and enjoy a day on a scenic river basin. The staff will be working with and applying The Massachusetts Comprehensive Health Curriculum Framework. Cost is \$52/ person, total of \$520. The owners are willing to accept a PO.

Strands & Standards:

Strand: Physical Health

Students will recognize decisions that all individuals will make with respect to their bodies in daily living and identify the relationships among actions, conduct and wellness.

Standard 2: Physical Activity and Fitness

Apply basic principles of training and appropriate guidelines of exercise to improve immediate and long-term physical fitness:

2.11

Participate in activities that promote physical fitness, decrease sedentary lifestyle, and relieve mental and emotional tension:

2.12

Explain the personal benefits of making positive health decisions and monitor progress towards personal wellness: 2.13

Demonstrate strategies for inclusion of all students in physical activity settings: 2.14

Motor skills (aquatics, individual/ dual sports, outdoor pursuits): 2.17

Warming up and cooling down before and after aerobic exercise: 2.18

Apply concepts about sequential motor learning and development, exercise physiology: 2.19

Cardiovascular activities: 2.20

Fitness programs for individuals at different stages of the life cycle: 2.21

Strategies to manage personal wellness: 2.24

Plan for life-long wellness: 2.25

Apply safe practices, anticipate potentially dangerous consequences and outcomes of participation in physical activity: 2.26

Define the functions of leadership (increasing motivation, efficiency and satisfaction): 2.27

Standard 3: Nutrition

Explain the relationships among dietary intake, eating behaviors, physical activity and emotional health: 3.15

Strand: Social and Emotional Health

Develop skills needed in daily life as they come to learn about their identity and how to manage interactions with other people.

Standard 5: Mental Health

Identify and describe the experience of different feelings (elation, joy, grief and rage) and how feelings affect daily functioning: 5.7

Analyze healthy ways to express emotions and to cope with feelings: 5.11

Identify ways in which decision-making is influenced by sound character, family, and personal beliefs: 5.18

Explain positive techniques for handling difficult decisions: 5.19

Standard 7: Interpersonal Relationships

Explain why communication is essential in human relationships and identify people from whom children can learn how to communicate: 7.1

Describe the concept of friendship and contrast qualities that strengthen or weaken a friendship: 7.3

Explain how peer pressure influences choices: 7.6

Identify techniques for handling anger and resolving conflicts: 7.10

Describe the influence of the larger social group on individual conduct: 7.12

Strand: Safety and Prevention

How they make decisions and weigh the probable consequences of their actions.

Standard 8: Disease Prevention and Control

Identify positive health behaviors that reduce the risk of disease: 8.14

Standard 9: Safety and Injury Prevention

Connection between accidents and injuries: 9.13

Precautions necessary for safety: 9.14

Demonstrate appropriate first aid: 9.19

Essential Question (s) / Lesson Focus:

Provided the opportunity, will the students recognize the benefits of an activity that promotes physical and mental health? Will they be open to new experiences and deal with the frustrations of learning a new skill in an appropriate manner? Will they be able to identify their frustrations and use appropriate coping skills while on the physical education trip?

Goals:

Use Physical Education trips to build positive relationships between staff and students outside of the classroom.

Expose students to new experiences and opportunities for better physical and mental health.

Rationale:

- Students and Staff will have the opportunity to interact during a physical activity. They will be able to share experiences, opinions and feelings about the trip. They will also be able to share and process personal issues in a non-school setting.
- Staff and students work together to have a successful trip. The group needs to paddle together and follow the directions from the staff to successfully maneuver the ocean. The staff and students motivate, encourage and cheer for one another. This will help create a positive environment for the group as a whole and build positive relationships among students and staff.

- Students will be able to practice skills and techniques that they have learned during Health Seminar class and therapeutic groups in a public setting. They will also be asked to interact with other adults that they are not familiar with.
- Our population is often experimenting with several dangerous and negative risk taking behaviors, the staff hopes that the students will experience a positive risk taking behavior. The students will experience positive emotions attached to a positive behavior instead of their perceived positive emotions from the negative and dangerous behaviors.
- The sending school districts give credits based on the students' participation during this physical education class.

Connections across the curriculum:

Framework: English Language Arts

Strand: Composition

Topic: Writing: 19.30: write coherent compositions with a clear focus, objective presentations of alternate views, rich detail, well-developed paragraphs and logical argumentation.

*Massachusetts Department of Elementary and Secondary Education. (2003). Current Curriculum Frameworks [Data File]. Retrieved from <http://www.doe.mass.edu/frameworks/current.html>

Program: Valley Collaborative, Site 3

Date: Wednesday, July 18, 2018

Trip: Lowell Spinners Game

Location: Lowell, MA

Number of Students/ staff: SITE 3: 135 tickets \$18 per person. \$1710.00

Payment method: The Spinners will accept a purchase order for the full amount.

Contact Staff: Shannon Burke

Field Trip Rationale Overview: Students will gain exposure to the professional sports world and will learn what it takes to become a successful athlete. They will also share in local pride and enthusiasm of those who strive to achieve high standards of physical health and well-being. This is the initial step in exploring the Play60 initiative regarding youth and physical activity.

PreK–12 Standard 2 PHYSICAL ACTIVITY & FITNESS

Students will, by repeated practice, acquire and refine a variety of manipulative, locomotor, and non-locomotor movement skills, and will utilize principles of training and conditioning, will learn biomechanics and exercise physiology, and will apply the concept of wellness to their lives.

2.9 Demonstrate developmentally appropriate basic manipulative and advanced specialized physical skills, including throwing and catching different objects with body accuracy and force, hand and foot dribbling while preventing an opponent from challenging, and accurate striking proficiency

2.11 Apply basic principles of training and appropriate guidelines of exercise to improve immediate and long-term physical fitness

2.15 Demonstrate strategies for inclusion of all students in physical activity settings related to strength and speed

In teams, students identify and try various ways for players of different abilities to participate fully

2.16 Describe the purpose and benefits of sports, games, and dance in modern society.

2.17 Demonstrate developmentally appropriate competence (basic skills, strategies, and rules) in many proficiency in a few movement forms and motor skills (team sports, aquatics, individual/ dual sports, outdoor pursuits, self- defense, dance, and gymnastics)

2.18 Demonstrate activities for warming up and cooling down before and after aerobic exercise

2.19 Apply concepts about sequential motor learning and development, biomechanics, exercise physiology, and sports psychology

2.20 Demonstrate exercises in strength training, cardiovascular activities, and flexibility training

2.26 Apply safe practices, rules, procedures, and sportsmanship etiquette in physical activity settings, including how to anticipate potentially dangerous consequences and outcomes of participation in physical activity

2.27 Define the functions of leadership in team sports (increasing motivation, efficiency, and satisfaction)

PreK–12 Standard 7: Interpersonal Relationships

Students will learn that relationships with others are an integral part of the human life experience and the factors that contribute to healthy interpersonal relationships, and will acquire skills to enhance and make many of these relationships more fulfilling through commitment and communication.

7.10 Identify techniques for handling anger and resolving conflicts in the family, friendships, and the workplace, including seeking help from professional and community organizations and faith based groups

7.11 Contrast the emotional impact on long-term relationships of positive communication (such as active listening, praise, and humor) with negative communication (such as teasing, name calling, bullying)

7.12 Describe the influence of the larger social group on individual conduct (such as giving comfort, solving problems, and controlling deviant behavior through enforcing laws and the development of good character in the members of society)

7.14 Explain the purpose of friendship in different stages of the life cycle and describe how friends can support one another in making healthy decisions

PreK–12 Standard 5: Mental Health

Students will acquire knowledge about emotions and physical health, the management of emotions, personality and character development, and social awareness; and will learn skills to promote self-acceptance, make decisions, and cope with stress, including suicide prevention.

Define character traits such as honesty, trustworthiness, self-discipline, respectfulness, and kindness and describe their contribution to identity, self-concept, decision-making, and interpersonal relationships.

5.7 Identify and describe the experience of different feelings (elation, joy, grief and rage) and how feelings affect daily functioning:

5.11 Analyze healthy ways to express emotions and to cope with feelings:

5.18 Identify ways in which decision-making is influenced by sound character, family, and personal beliefs:

5.19 Explain positive techniques for handling difficult decisions:

Standard 9: Safety and Injury Prevention

Students will gain the knowledge and skills to administer first aid and carry out emergency procedures, including cardiopulmonary resuscitation, will avoid, recognize, and report

verbal, physical, and emotional abuse situations, and will assess the factors that contribute to intentional and unintentional injury, including motor vehicle accidents, fire safety, and weapons safety.

9.13 Explain the connection between accidents and injuries, including the importance of using seatbelts







Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7800 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: Summer School Enrichment Updates (Continued)

Our DDS Adult Program offers many vocational opportunities so that our DDS clients can determine the best their preferred vocation. The letter below is an example of one of the vocational events – “Coffee with a Cop” that our DDS clients participated in this summer.

Dear Officer Stavro,

Valley Collaborative would like to thank you for presenting at today’s “Coffee with a Cop” at Wilmington Public Library. We really enjoyed our time learning about your jobs as police officers. We look forward to sharing what we learned with some of our other Career Planning groups here at the Collaborative. We thank you and Officer Moon for your service to our community. We appreciate you taking time out of your day to speak with us and answer our questions. We also enjoyed sharing our experiences with you all. We look forward to touring the police station in the near future. I will be in touch to schedule the tour.

I have attached a pictures from today. I have releases from all the individuals pictured. You have permission to post this on your facebook page. It will be great for our community members to see all the great work that you do for this town.

Sincerely,

Nikki Gounaris

Educator, DDS Adult Services
Valley Collaborative
25 Linnell Circle
Billerica, MA 01821







Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: Communications

The following communications are attached for your review:

- August Memo to Staff
- Reading/Literacy Initiative, ESL Services and Valley's Wrap Around Services (WAS) Initiative
- ESE Massachusetts Principal Advisory Cabinet – Annie Willis
- Lowell Sun Article and Editorial

Required Action:

None

Attachments:

August Memo to Staff
Reading/Literacy Initiative, ESL Services and Valley's Wrap Around Services (WAS) Initiative
ESE Massachusetts Principal Advisory Cabinet – Annie Willis
Coffee with a Cop
Lowell Sun Article and Editorial



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: August Memo to Staff

Dear Valley,

As we celebrate another successful summer school, I am writing with some finance and operations updates. Mr. Glavin has done an excellent job in the many roles during his tenure at Valley and he has moved on to pursue a career in Sales. Mrs. Cook is pursuing an employee benefits role in the Human Resources department at Lahey Health. We wish them well and thank them for all their hard work. As such, Valley's Finance and Operations department is being restructured. The following is the directory for the department:

- Chris A. Scott – Executive Director – Finance/Operations
- James George – (Town) Accountant/Business Manager
- Joia Mercurio – Assistant Executive Director of Curriculum and Technology
- Kari Morrin – Director of Student and Adult Services and Human Resources
- Heather Valcanas – Interim Associate Director of Adult Services
- Gail DeGregory – Accounting Manager
- Kristen Vazquez – Interim Assistant Business Manager
- Collette Elliot – Data Administrator and Billing Specialist
- Kelly Fitts – Payroll Specialist
- Donna Suarez – Human Resources
- Mark Morreale – Maintenance and Facilities Manager
- Sandy Morency – Custodial Manager

Mr. James George, Valley's accountant since January 2017, will continue in his role. In addition, Valley received full support from the Board of Directors at the June 2018 Board Meeting to transfer in-house payroll functions to a comprehensive payroll package offered by ADP. Ms. Joia Mercurio, Assistant Executive Director of Curriculum and Technology, will be overseeing the implementation of ADP. Ms. Kari Morrin, Director of Student and Adult Services and Human Resources, will now also be overseeing Human Resources. A special thank you to the team for all their hard work in making this a smooth transition.

Thanks to each of you for the great work you do in our schools and DDS/MRC programs each day. Enjoy the rest of the summer.

My door is always open.



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: Reading/Literacy Initiative, ESL Services and Valley's Wrap Around Services (WAS) Initiative

Valley continues to expand its Literacy Initiative to meet the needs of our students and to be in full compliance with the DESE. In the June Board Book I included information on the Literacy Initiative. (Please see the power point presentation attached.) Valley utilizes diagnostic assessments to determine students' current reading and writing ability. We have implemented Readers' and Writers' Workshop, and use Fountas and Pinnell, Read180, Wilson and System 44. There is a great need to expand the reading program into the middle and high school levels because many of our students entering our schools read significantly below grade level. We are now better able to make data driven decisions on the most appropriate text levels and interventions for our students. Valley also employs benchmark schedules to monitor growth.

Over the past few years Valley has a number of students who require ESL services. In order to address this need Valley has hired a professionally licensed ESL teacher with many years of experience both in literacy, ESL instruction, and special education. This educator is also licensed as a mental health counselor and will focus on connecting our families with resources and organizations within the Merrimack Valley. The ESL Teacher's primary duties will be to provide direct ESL instruction to all of Valley's ESL students. The ESL educator is responsible to ensure that Valley is in full compliance with the ESL criteria set forth by the DESE and our students receive all of the necessary resources and access to formal language acquisition classes based upon WIDA scores. The ESL educator will also be reviewing our curriculum maps, curriculum tools and lesson plans in collaboration with the curriculum leads to ensure we are culturally proficient and offer appropriate sheltered English instruction.

Additionally, the ESL Teacher will review our intake processes to be sure we are capturing students upon enrollment with ESL needs and organizing translation resources for the staff and families. As she is professionally licensed she is also available to create and implement professional development to meet the requirement our teachers need regarding our growing ESL population. We are excited to use this resource to not only meet the needs of our ESL students and support our teachers, but also to improve our curriculum and family support.

Valley has implemented a Wrap Around Services (WAS) initiative. It is led by a social worker who is licensed as a mental health counselor. She is responsible to ensure our students and their families receive targeted wrap-around services by partnering with other State agencies such as Massachusetts Department of Developmental Services (DDS), Massachusetts Rehabilitation Commission (MRC), and Massachusetts Department of Children and Families (DCF). Valley's knowledge of State agencies, such as DDS, DCF, and MRC, will ensure that our students are able to access all of the services and resources available to them from these State agencies in a coordinated and effective manner. The WAS initiative will help to ensure our students benefit from a coordinated pathway that helps students transition seamlessly from elementary, to middle, through high school, and into adulthood transitional services.

Below is an example of a DDS service – The Autism Waiver Program - that many of our students would benefit from and this new initiative will help to ensure that our students fully access such programs. Below is an email that came from DDS to our community.

The 2018 Autism Waiver Open Interest Period will be held from October 17th – 31st.

The Autism Division of the Department of Developmental Services (DDS) runs a Autism Waiver Program that provides one-to-one interventions to help children with autism who exhibit severe behavior, social and communication problems through a service called Expanded Habilitation, Education (intensive in-home services and supports). This service occurs in the child's home or other natural settings under the supervision of trained clinical staff and is available for a total of three years. The waiver also provides related support services such as community integration activities and respite. At the conclusion of the three years of intensive services, a child may access supplemental services that meet the child's needs and help with the transition out of the intensive Autism Waiver Program until the child's 9th birthday.

All forms are now posted on our website at

<https://www.mass.gov/lists/dds-autism-waiver-program-open-interest-period>

Required Action:

None

Attachments:

Literacy Power Point Presentation

Family Letter of Introduction to the WAS Initiative

Valley Collaborative Literacy Initiative

- The literacy initiative at the Valley Collaborative Elementary School is in its sixth year.
- In the 2017-2018 school year, 42 of 60 students enrolled at the Elementary School have increased their reading levels on average by two levels according to the assessment Fountas and Pinnell.
- How do we mirror this success at our middle- and high-school programs?



Addressing a Critical Need

- Administrators and educators collaborated to identify four areas of immediate focus to reach the goal of increasing grade level reading and writing abilities across the K-12 programs:
 - » Assessment
 - » Curriculum & Intervention
 - » Library
 - » Professional Development



Areas of Immediate Focus

- Assessment
 - Utilize diagnostic assessments to determine students current reading and writing ability
 - Make data driven decisions on class groupings, class text, and intervention
 - Employ benchmark schedules to monitor growth
- Curriculum & Intervention
 - Develop literacy based curriculum mapping along with designated space for curriculum resources
 - Implement Reader's and Writer's Workshop, use Fountas and Pinnell, Read180, Wilson, and System 44 at the middle and high school levels.
 - Streamline technology with literacy curriculum

Areas of Immediate Focus

- **Library**
 - Provide students with a leveled classroom library. Five designated spaces utilized as program specific student libraries.
 - Four designated spaces utilized as curriculum libraries will provide staff with sets of class texts and differentiated options of texts at varied levels or lexiles.
- **Professional Development**
 - Under the leadership of Joia Mercurio, Assistant Executive Director of Curriculum and Technology, Meghan Waters, Valley Elementary School's Literacy Coach and Nick LeClair, Valley Middle/High School Literacy Coach will run a series of PD courses to train staff to administer diagnostic reading and writing assessments.
 - The Literacy Team will train staff across our K-12 programs in following benchmark schedules to track student progress through a literacy-based curriculum that meets individual student reading and writing abilities.





Elementary School

135 Coburn Road, Tyngsborough, MA 01879 * Tel: (978) 528-7843 * <http://www.valleycollaborative.org>

September 10, 2018

Dear Valley Collaborative Families,

I hope you all enjoyed a nice summer and that the beginning of the new school year is going well. I wanted to take a moment to introduce myself as the newest member of Valley's therapeutic team, who has been hired to oversee its Wrap Around Services (WAS) initiative. I am a social worker with a license as a mental health counselor. My work experience includes, but is not limited to, working with individuals with a variety of needs, including persons with dual-diagnoses of developmental disabilities/psychiatric and behavioral disorders, children with mental health disorders, individuals with traumatic brain injuries, as well as providing school adjustment and guidance counseling services in a traditional public school setting.

In my new role at Valley, I am responsible to ensure our students and their families receive targeted Wrap Around Services by partnering with other State agencies such as Massachusetts Department of Developmental Services (DDS), Massachusetts Rehabilitation Commission (MRC), and Massachusetts Department of Children and Families (DCF) that will help our students be more successful in school and at home. Valley's knowledge of State agencies, such as DDS, DCF, and MRC, will ensure that our students are able to access all of the services and resources available to them from these State agencies in a coordinated and effective manner. The WAS initiative will help to ensure our students benefit from a coordinated pathway that helps students transition seamlessly from elementary, to middle, through high school, and into adulthood transitional services.

As the clinician overseeing the WAS initiative my role is clearly defined:

- Establish and implement a Valley Collaborative referral process for the Wrap Around Services (WAS) initiative.
- Evaluate students' abilities, interests, and personality characteristics using assessments, records, interviews, and/or professional sources to determine what resources should be accessed.
- Identify and meet with families within the Collaborative who would benefit from receiving services from State agencies.
- Assist families in identifying health insurance funded services for their children.
- After a determination process, my role is to assist families in accessing the resources required

from State agencies in order to meet their goals and address their concerns.

- Assist families throughout the entire process of accessing community and insurance based resources in order to provide continuity between home and school.
- Establish relationships with State agencies to build bridges for Valley families so they can gain greater access to services and resources.
- Encourage families to seek assistance from health care professionals and resources, outside of Valley, when appropriate.
- Discuss student's progress with parents or guardians, teachers, administrators, collaterals, and other professionals regarding behavioral, academic, and social-emotional challenges.

My primary responsibility is to advocate for you by identifying and securing State agencies and community resources which will be beneficial in supporting your family. I will be reaching out to schedule a consultation to introduce myself and to see if you want to take part in the WAS initiative. Please keep an eye out for an email and/or a letter from me via the U.S. Postal Service.

I am looking forward to working with you throughout the year. Please do not hesitate to reach out to me at lnewton@valleycollaborative.org or by calling the Valley Elementary School at 978-528-7843.

Sincerely yours,

Lisa Newton, LMHC
Licensed School Guidance/School Social Worker



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7800 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 13, 2018
Re: ESE Massachusetts Principal Advisory Cabinet – Annie Willis

Valley Collaborative is proud to announce that Annie Willis, Principal of Valley's Elementary School, has been selected to be a member of the Massachusetts Department of Elementary and Secondary Education (ESE) Principal Advisory Cabinet. As you are aware, members of the Teacher and Principal Advisory Cabinets share their insights, suggestions and feedback with ESE to help refine current policies and inform the development of new policies and resources at the state level. This Teacher and Principal Advisory Cabinets have been informing ESE's work since 2012 and Annie's experiences during her tenure at Valley will provide a rich platform for our students needs to continue to be discussed at the state level.

Required Action:

None

Attachments:

ESE Massachusetts Teacher and Principal Advisory Cabinet Letter



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906 Telephone: (781) 338-3000

TTY: N.E.T. Relay 1-800-439-2370

August 1, 2018

Dear Colleague,

Congratulations! The selection committee has reviewed your Advisory Cabinet application and has chosen you to participate in the Massachusetts Principal Advisory Cabinet – EAST. Members of the Teacher and Principal Advisory Cabinets (TAC and PAC) have been sharing their insights, suggestions and feedback with the Department of Elementary and Secondary Education (DESE) to help refine current policies and inform the development of new policies and resources at the state level since 2012. You will now be part of this important tradition of emphasizing educator voice in Massachusetts educational policy.

DESE will convene the two **PAC Advisory Cabinets** (East and Central/West) for a kick-off meeting followed by four 2.5-hour meetings. Please mark the following dates on your calendar:

	East	Central/West
Kick-Off Meeting (9-11:30am)	9.26.18	
Meeting #1 (9-11:30am)	11.28.18	11.29.18
Meeting #2 (9-11:30am)	1.16.19	1.16.19
Meeting #3 (9-11:30am)	3.14.19	3.13.19
Meeting #4 (9-11:30am)	5.22.19	

We will share meeting locations with you by September 1, 2018. In addition to attending the meetings, we expect Cabinet members to devote 1-2 hours of time between meetings to respond to additional opportunities for input that may arise. Cabinet members are appointed for one year terms with an option to return for a second year for members in good standing. Please **confirm your place in the Cabinet no later than August 9, 2018** by emailing EducatorRecognition@doe.mass.edu.

Thank you and we look forward to working with you.

Sincerely,

Amy Gerade
Educator Effectiveness Coordinator
Center for Instructional Support

Special-needs organization sends millions back to region's schools

By Elizabeth Dobbins, edobbins@lowellsun.com

UPDATED: 08/07/2018 12:01:58 PM EDT



Chris Scott: "We're not here to make money."

BILLERICA -- For the fifth year in a row, the Valley Collaborative's nine member communities will see money returned to them as the organization that found itself mired in controversy seven years ago continues to rebuild its reputation.

The Valley Collaborative expects to return approximately \$2 million to the towns it serves following an annual audit this year, according to Executive Director Chris Scott.

"We're not here to make money. We're here to make

sure children get the best education possible in a way that's economical to the taxpayer," she said.

Funds will be returned to the following public and technical school districts based on the amount of tuition each paid this year. Until the audit is complete, the numbers are still approximate:

* Billerica: \$179,999

* Chelmsford: \$549,404

* Dracut: \$263,393

* Groton-Dunstable: \$47,989

* Nashoba Valley Tech: \$2,987

* North Middlesex: \$295,359

* Tewksbury: \$331,091

* Tyngsboro: \$95,817

* Westford: \$233,960

Scott said the returns are driven by enrollment, which is typically between 320 and 340 students. This is an increase over September 2016, when 295 students were enrolled in the district.

She said the organization offers high-quality programming for students and adults with special needs. Tuition for students hasn't increased since fiscal year 2011.

"If we do a good job and our tuition continues to go up then we'll have a surplus," Scott said.

A program in Lowell for children on the autism spectrum recently opened, and several students at the collaborative transferred to this program, she said. Ultimately, enrollment did not decrease, but she said shifts like this are the reason the collaborative reimburses districts, instead of reducing tuition upfront.

"Somebody else took their spots, but you don't know," Scott said. "It's a gamble."

The system has "no waste," she said, and staff is adjusted according to enrollment and each student's specific needs.

Since 2013, the collaborative has restructured its operations, human resource policies and financial practices, resulting in reduced costs. In 2014, leftover agreements made by former leaders meant annual rental costs were close to \$1.5 million. This has since been reduced to \$400,000. Transportation, administrative and operation costs have trended downward, while student programming has increased.

Westford Superintendent Everett Olsen Jr. said his district expects to use the funds to pay a portion of the tuition for students who attend Valley Collaborative next year. Olsen -- who sits on the collaborative's board of directors with other superintendents -- said he is pleased with the organization's direction in recent years.

"We all feel very proud again that we can send our students to great services that they need and are entitled to," he said.

In 2011, Valley Collaborative, then called the Merrimack Special Education Collaborative, was the subject of scandal after a scathing report from the office of the state's Inspector General, alleging misuse of tens of millions of dollars in funding.

In the report, John Barranco, former director of MSEC and the Merrimack Education Center (MEC), was accused of improper spending with local superintendents, including picking up the tab for cruises on Boston Harbor, fancy hotel rooms and trips to Florida and the Kentucky Derby. To date, he has not been charged.

Follow Elizabeth Dobbins on Twitter @ElizDobbins.

EDITORIAL: A special-ed school that gets it right

The Lowell Sun

POSTED: Monday, Aug. 13, 2018 - 6:50 a.m.

It's almost unheard of that any public school system in Massachusetts ends the year with a sizable surplus, and yet the Valley Collaborative has turned it into an annual windfall for its members while providing quality services to its students.

"We're not here to make money. We're here to make sure children get the best education possible in a way that's economical to the taxpayer," said Dr. Chris A. Scott, the Valley Collaborative's executive director and former superintendent of schools in Lowell.

Gee, if only Scott and her staff could bottle that message and sell it to neighboring school districts -- Lowell comes to mind -- there'd be a lot less fiscal burdens planted on taxpayers' backs.

It wasn't long ago that the Valley Collaborative, then called the Merrimack Special Education Collaborative, was marred by a major financial scandal and teetered on the brink of ruin.

In 2011, a state Inspector General's audit alleged that nearly \$20 million was misspent on unnecessary trips, lavish dinners, private gifts, facility leases, entertainment and stipends paid to certain members on its board of directors. The IG fingered John Barranco, then MSEC's director, as the mastermind of the alleged fiscal abuse. Although Barranco lost his job, he's never been charged with a crime despite an Attorney General's Office investigation that, by all accounts, remains ongoing.

Advertisement

Scott was hired in 2012 to clean up the mess and develop a survival plan. What followed was a host of policy, hiring and financial reforms that inspired a remarkable turnaround.

With Scott's leadership, dedicated staff and supportive community partners, the Valley Collaborative's future appears very secure.

This year, these school districts will share in the rewards of Valley Collaborative's solid management and efficient professional services: Billerica, \$179,999; Chelmsford, \$549,404; Dracut, \$263,393; Groton-Dunstable, \$47,989; Nashoba Valley Tech, \$2,987; North Middlesex, \$295,359; Tewksbury, \$331,091; Tyngsboro, \$95,817; and Westford, \$233,960.

Congratulations to Valley Collaborative for a job well done.