

Acton-Boxborough Regional  
School Committee Meeting

May 18, 2017

7:00 p.m.

at the R.J. Grey Junior High Library

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING

Library  
R.J. Grey Junior High School

May 18, 2017  
7:00 p.m.

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**AGENDA**

1. **ABRSC Call to Order** – *Glenn Brand (7:00)*
2. **Superintendent’s Introduction** – *Glenn Brand*
  - 2.1. Annual Spring Town Elections
    - Boxborough Election Results
  - 2.2. Thank you to FY17 Chairperson Mary Brolin and Vice-Chairs Amy Krishnamurthy & Kathleen Neville
3. **Election of Acton-Boxborough Regional School Committee Officers for FY18** – *Glenn Brand*
  - 3.1. Chairperson – **VOTE** – *Glenn Brand*
  - 3.2. Vice Chairperson(s) – **VOTE** – *Glenn Brand*
  - 3.3. Executive Secretary – **VOTE** – *Glenn Brand*
  - 3.4. FYI: School Committee Annual Meeting Policy, File: BDA  
School Committee Officers Policy, File: BDB
4. **Statement of Warrant and Approval of Minutes**
  - 4.1. ABRSC Meetings of 4/27/17 and 2/2/17
5. **Public Participation**
6. **Presentation: Superintendent’s Wellness Committee Report (7:15)**
  - 6.1. Wellness Policy and Procedures – *Kirsten Nelson*
  - 6.2. School Climate and Culture Subcommittee – *Diane Spring*
7. **Presentation: Multi-Tiered System of Support (MTSS) Self-Assessment Report and Slides** – *Dr. George Batsche (7:45)*
8. **ABRHS Handbook for 2017-2018, Review of Changes** – First Reading – *ABRHS Dean of Students, Peter Cavanaugh (8:30)*
9. **Recommendation to Approve ABRSD Bus Lease between ABRSD and New England Transit Sales, Inc.** – **VOTE** – *JD Head (8:40)*
  - 9.1. Proposed Lease
  - 9.2. Bid from N.E. Transit Sales
10. **Recommendation to Approve Solar Net Metering Credit Agreement –First Read** – *JD Head (8:50)*
  - 10.1 Memo
  - 10.2 Proposed Agreement
11. **Recommendation to Approve FY18 Education Cooperative (TEC) Bid** – **VOTE** – *Glenn Brand*
12. **Recommendation to Approve FY18 Discovery Museum Lease** – **VOTE** – *Deb Bookis*
13. **Recommendation to Accept PTSO Gift to McCarthy-Towne School for Art Integration** – **VOTE** -

*At ABRSD, our mission is to develop engaged, well-balanced learners through collaborative, caring relationships.*  
**WELLNESS - EQUITY - ENGAGEMENT**

14. **ABRSD Budget Update – Glenn Brand (9:00)**
  - 14.1. Boxborough Town Meeting update
  - 14.2. Moody’s Investors Service Report
  
15. **ABRSD Master Plan / School Building Project Update (9:10)**
  - 15.1. Massachusetts School Business Authority (MSBA) Update – *Glenn Brand*
  - 15.2. District Master Plan Review Committee (DMPRC) Update –*Mary Brolin, Kristina Rychlik*
    - 15.2.1. Meeting Minutes of 4/6/17, 3/29/17, 3/8/17, 2/15/17
    - 15.2.2. Current Flyer
  - 15.3. ABRSD Building Committee (due 6/2/17 to MSBA)
    - 15.3.1. Recommendation to Approve Composition and Voting Status – Second Read – **VOTE** – *Kristina Rychlik*
  
16. **Subcommittee Reports (9:20)**
  - 16.1. Budget – *Kristina Rychlik (oral)*
  - 16.2. Policy
    - 16.2.1. Memorials Policy (new), File: FFA – Second Read - **VOTE** – *Dawn Bentley*
    - 16.2.2. Naming District Facilities (revision), File: FF – Second Read - **VOTE** – *Dawn Bentley*
      - 16.2.2.1. With revised procedures, File: FF-R
    - 16.2.3. Sustainability Policy (new) – Second Read – **VOTE** – *Brigid Bieber*
    - 16.2.4. Student Activity Accounts, File: JJF – Second Read – **VOTE** – *Brigid Bieber*
    - 16.2.5. FYI: Revision of Use of Facilities Procedures, File: KF-R
    - 16.2.6. Homework Policy, File: IKB – *revision coming soon* – *Brigid Bieber (oral)*
  - 16.3. Outreach (including PTO Co-chairs) – April 2017 Update - *Kristina Rychlik (next meeting)*
  
17. **School Committee Member Reports (9:35)**
  - 17.1. Acton Leadership Group (ALG) – *Amy Krishnamurthy, Paul Murphy*
  - 17.2. Boxborough Leadership Forum (BLF) – *Mary Brolin*
  - 17.3. Health Insurance Trust (HIT) – *Mary Brolin*
  - 17.4. Acton Finance Committee – *Amy Krishnamurthy, Deanne O’Sullivan*
  - 17.5. Acton Board of Selectmen – *Eileen Zhang*
  - 17.6. Boxborough Finance Committee- *Mary Brolin*
  - 17.7. Boxborough Board of Selectmen – *Brigid Bieber*
  - 17.8. Minuteman Technical High School (MMT) Update – *Diane Baum*
  - 17.9. Acton Capital Improvement Planning (CIP) Update – *Kristina Rychlik*
  
18. **FY18 ABRSC Summer Workshop and August Business Meeting– Mary Brolin (9:40)**
  - 18.1. Addition of meeting on Thursday, April 12?
  - 18.2. FY18 ABRSC Meetings with proposed dates added – Second Read - **VOTE**
  
19. **Superintendent’s Report/Updates – Glenn Brand (9:45)**
  - 19.1. Superintendent’s 2016-2017 End of Year Goals Report
  - 19.2. Interschool Council meeting on May 10 (oral)
  - 19.3. Start Time Committee (oral) – presentation at next meeting on 6/8/17
  - 19.4. Website Accessibility
    - 19.4.1. Memo
    - 19.4.2. OCR Complaint Letter
    - 19.4.3. Education Week article
  - 19.5. Central Office Relocation / CASE Colbrook (oral)
  
20. **Annual Superintendent’s Evaluation Process– Mary Brolin (9:55)**

21. **FOR YOUR INFORMATION**

- 21.1. Discipline Reports, 5/1/17
- 21.2. Monthly Student Enrollment, 5/1/17
- 21.3. Emergent Bilingual Student Population by School, 5/1/17
- 21.4. ABRSD Marquee Sign Update Memo, *Erin Bettez*
- 21.5. ABRSD Financial Reports as of 4/30/17
  - 21.5.1. Revenue vs Budget
  - 21.5.2. Expenses vs Budget
  - 21.5.3. Special Revenue
  - 21.5.4. Grants
- 21.6. Challenge Success Newsletters
  - 21.6.1. From ABRSD
  - 21.6.2. From Challenge Success
- 21.7. Schedule for Last Day of School, Thursday, June 22, 2017
- 21.8. Leary Field Project Summer Schedule memo, Erin Bettez, 5/15/17
- 21.9. Family Learning Series Presentations:
  - 21.9.1. May 31, 2017, 7:00 - 8:30 PM
    - Presenter: Dr. Anthony Rao
    - Topic: *Getting to Manhood: Raising Boys to Succeed*
    - Audience: Grades PK-12
    - Location: High School Auditorium

22. **Adjourn** (10:00)

**NEXT MEETINGS:**

- Wednesday, May 24 at 7:30 p.m. in the Jr High Library
- June 8 – ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted June 2)
- June 22 – ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted June 16)

File: BDA

### SCHOOL COMMITTEE ANNUAL ORGANIZATIONAL MEETING

The annual organization meeting for the Acton-Boxborough Regional School Committee shall be held each year at the first meeting following the completion of the Acton and Boxborough annual town meetings and elections. At this meeting, the Committee shall organize by electing one of its members as chairperson, one vice-chairperson from Acton, one vice-chairperson from Boxborough, and a secretary who does not need to be a member. At this meeting, the Committee shall also fix the time for holding its regular meetings.

Approved 5/21/15

*Acton-Boxborough Regional School District*

## SCHOOL COMMITTEE OFFICERS

### Duties of the Chairperson

The chairperson of the School Committee has the same powers as any other member of the Committee to vote upon all measures coming before it, to offer resolutions and to discuss questions. He/She will perform those duties that are consistent with his/her office and those required by law, state regulations, and this Committee. In carrying out these responsibilities, the chairperson will:

1. Sign the instruments, acts, and orders necessary to carry out state requirements and the will of the Committee.
2. Consult with the Superintendent in the planning of the Committee's agendas.
3. Confer with the Superintendent on crucial matters that may occur between Committee meetings.
4. Appoint subcommittees, subject to Committee approval.
5. Call special meetings of the Committee as found necessary.
6. Be public spokesperson for the Committee at all times except as this responsibility is specifically delegated to others.
7. Be responsible for the orderly conduct of all Committee meetings.

As presiding officer at all meetings of the Committee, the chairperson will:

1. Call the meeting to order at the appointed time.
2. Announce the business to come before the Committee in its proper order.
3. Enforce the Committee's policies relating to the order of business and the conduct of meetings.
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference.
5. Explain what the effect of a motion would be if this is not clear to members.
6. Restrict discussion to the question when a motion is before the Committee.
7. Answer all parliamentary inquiries.
8. Put motions to a vote, stating definitely and clearly the vote and result thereof.

### Duties of the Vice-Chairperson

The vice-chairs of the Committee will act in the absence of the chairperson as presiding officers of the Committee and will perform such other duties as may be delegated or assigned to them. Each vice-chairperson will support the chairperson in the business of their town.

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING  
DRAFT Minutes

Library  
R.J. Grey Junior High School

April 27, 2017  
7:00 p.m.

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*Members Present:* Brigid Bieber, Mary Brolin, Amy Krishnamurthy, Paul Murphy, Kathleen Neville, Maria Neyland, Kristina Rychlik, Eileen Zhang  
*Members Absent:* Diane Baum, Maya Minkin, Deanne O’Sullivan  
*Others:* Marie Altieri, Dawn Bentley, Deborah Bookis, Glenn Brand, Beth Petr

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1. The ABRSC was called to order by Chairperson Mary Brolin at 7:02 p.m.

2. **Chairman’s Introduction – Mary Brolin**

2.1. Annual Spring Town Elections

- Acton Election Results – Amy Krishnamurthy, Maya Minkin and Paul Murphy were reelected
- Boxborough Election is May 16

2.3 Thank you to Retiring School Committee member Maria Neyland

Mary Brolin paid tribute to Maria who has been on the School Committee from Boxborough for 11 years, including serving on the Negotiations, Policy, and Budget Subcommittees for many years as a “passionate, informed and caring” member. Many of the Committee members spoke about Maria’s many contributions and how much she helped them be better members. Dr. Brand thanked Maria for all of her efforts and dedication as a volunteer, visibly and invisibly.

Maria thanked the Committee and stated that she loves the work and will miss it and the people. She thanked her family and said that she could not have done it without the support of her husband and children for the past 11 years. She urged the Committee to remember that they do this for the kids that come through the school doors every day.

3. **Statement of Warrant and Approval of Minutes**

3.1. The minutes of the ABRSC meetings of 4/3/17 (pre Acton Town Meeting), 3/16/17, 2/16/17 and 1/21/17 were approved as written.

3.2. The warrants were reviewed and signed by the Committee members. See attached list.

4. **Public Participation - none**

5. **Elementary Single Tier Busing Analysis – Nicole Rogers of G.P.I. consultants**

5.1. Report and Slides

Dr. Brand stated that since his arrival, moving to one elementary tier for busing has been something people have expressed interest in doing. The District partnered with Greenman-Pedersen, Inc. (GPI) for this analysis. Dr. Brand’s intent was to get a sense of the Committee whether the start time effort should include considering single elementary tier busing.

JD Head introduced presenter Nicole Rogers of GPI. (GPI also worked on Acton’s Kelleys Corner traffic study.) The conclusion was that currently the High School/Junior High School tier is overutilized (more buses are needed) and the Elementary tier is underutilized, according to the GPI study. Modifications must be made if single tier elementary is implemented. A number of proposed practices were offered for consideration.

A total increase of \$750,900 to the transportation and personnel budgets in the first year of operation (2018 – 2019) would be incurred, including an increase of 11 buses and 11 drivers. State reimbursement

would start in the second year, resulting in a cost of \$372,446 to the District for that year and beyond. (State reimbursement is one year behind.)

The Committee discussed walk zones and the requirements for Regional Districts to provide transportation to students. Charging a fee for transportation makes a difference. Dr. Brand talked to the state and was told that regional districts are required to transport all students within 2 miles and a fee can be charged for students that live closer. A member thought a transportation fee could not be charged if the District was getting reimbursed for the buses. There is conflicting information on this topic.

The analysis was to help the District understand single tier bussing but the variables used are not necessarily what we would do. JD Head explained that a number of years ago, for students that lived within a mile and a half of their school, they would only be bussed during the winter, but with construction, etc. they started busing them for the full year.

Kristina Rychlik thanked Nicole for the terrific analysis. Kristina urged the Committee to be careful going forward with this information due to the huge increase in costs it called for and because there are a lot of variables involved. Costs will only go up if some of the analysis variables are changed. If the District goes forward, it should be made clear that there will be sacrifices by many to make a change in start times work. Coming up with \$750,000 is not just a question of prioritizing, it would mean cuts, in her opinion. Marie Neyland agreed, especially when the towns are looking for design funds and have buckets of capital projects.

The difficulty in finding a sufficient number of bus drivers at the current level was discussed. It was suggested that a piece of our busing could be contracted out. JD explained that the District has put our entire transportation operation out to bid 3 times and no one bids on it as it's structured. Dee Bus did consider a segment of transporting Boxborough and the cross town Acton students so that could be an opportunity to consider.

Brigid Bieber said that educationally, it makes sense to do this, but from a physical point, she is stuck trying to find the money. She suggested the District consider implementing some of the suggestions (clustering, cul de sac, etc.) and see if it would provide efficiencies in our current system.

Mary Brolin stated that if this proposal only goes out to school parents, they will want it. If the School Committee doesn't think it will work, it is not with integrity that they are asking the public. She agreed that it is a sizable amount of money, and questioned what would be cut out of the budget to cover it.

Eileen Zhang stressed that every minute in High School counts toward stress in the morning. A point was made that there are options to change the school start time without changing the busing tiers.

Paul Murphy asked if any of these options would change the cost of one of the building project options. He asked if the Committee should just focus on the capital needs now and look at this later. Katie Neville wants this to go forward but it has to have costs associated with it, just like when the Committee was publicizing regionalization.

Dr. Brand explained that the intent of the outreach survey is that a few options don't involve additional resources, and a few of them do involve more resources. The question of what is most important is asked. Survey results will be brought to the School Committee for consideration in the Fall to make a decision for the following year.

Mary Brolin stressed that it cannot be a simple survey that says "here are the start times with 3 tier and with 2 tier". It must talk about the cost and put it in context. Otherwise, everyone will want the 2- tier and when they're told we can't afford it, they will be upset. Maria Neyland stated that buy in from the Finance Committees and ALG/BLF is needed to do this properly. If 90% of survey respondents are



parents and they want it, and then the Finance Committees and ALG/BLF are not in support, that is a problem. Mary confirmed if the Superintendent needed additional support regarding input from the School Committee.

6. **ABRSD Budget Update – Glenn Brand**

- 6.1. Acton Town Meeting Update
- 6.2. Boxborough Town Meeting begins May 8
- 6.3. FY17 Q3 Report
  - 6.3.1. ABRSD Financial Reports as of 3/31/17
    - 6.3.1.1. Revenue vs Budget
    - 6.3.1.2. Expenses vs Budget
    - 6.3.1.3. Special Revenue
    - 6.3.1.4. Grants

Dr. Brand gave the update in Clare Jeannotte's absence.

6.4. Net Metering Agreement Status Update – *JD Head*

JD explained that OMNI was unable to get the public utility to move forward on their respective projects so that makes the District's agreement with OMNI null and void. He continues to pursue other utility opportunities as much as he can because the District is in a good position to benefit from them, especially with the building projects coming up.

7. **FY18 Kindergarten Registration Update – Marie Altieri**

Marie Altieri reported that the District is over projection in both towns for Kindergarten. Currently we are over by 42 kids with more to come before school starts. There are 340 kindergarteners registered right now based on a projection of 298. Wait lists exist at 3 schools. We are also watching our English Learners to see what school(s) they are ending up in. We will start screening in late May for the first time (compared to the fall) and anticipate an increase in ELE services needed. Our kindergartens have 21 in 2/3 of them and 20 in the rest with 6 more students to place right now. Another kindergarten class may be needed for next year. There is some money in the budget to cover this but there is also potential that more will be needed for ELL services for next year. McCarthy-Towne or Merriam may be the location for the new section because other schools do not have any space options. It was the sense of the Committee that there is no choice but to add a Kindergarten class.

8. **MCAS 2017 Student Questionnaire – Deborah Bookis**

8.1. Discussion / VOTE to decide if AB students will participate in May 2017 – *Mary Brolin*

The District does not have a policy about surveying students and that is why Deborah Bookis is asking School Committee for their thoughts on the ESE's pilot program to survey MCAS takers regarding school climate in May.

The Committee felt that too much time is being spent on standardized tests and they questioned where the data would be sent, what it would be used for, and even if it would be valid. There was much concern over the students being asked these questions right after finishing their MCAS, particularly for 5<sup>th</sup> graders. Dr. Brand told the Committee that they will be hearing more about culture and climate. The Wellness Committee will present recommendations regarding tools for the Administration to look further into how our culture and climate relate to our teaching. This is not about standardized tests.

Maria Neyland moved, Amy Krishnamurthy seconded and it was unanimously,  
**VOTED:** to decline participation in the survey by our students.

Deborah Bookis will do a letter for the state with this decision.

9. **ABRSD Master Plan / School Building Project Update**

9.1. Massachusetts School Business Authority (MSBA) Update – *Glenn Brand*

9.1.1. Initial Compliance Certification – ABRSD/C.T. Douglas Elementary School (due 5/3/17) – **VOTE** to authorize the chair and superintendent to sign this document.

Paul Murphy had closely reviewed the document and asked a number of questions that were all answered satisfactorily by Dr. Brand and JD Head.

Paul Murphy moved and Brigid Bieber seconded and it was unanimously, **VOTED**: to authorize Mary Brolin to sign this document as SC Chair and Glenn Brand to sign as Superintendent.

9.1.2. FYI: Final Statements of Interest for Conant and Gates, submitted on 4/6/17

9.1.3. Update on 4/4/17 Call with MSBA re Next Steps

9.1.4. Announcement of Special Town Meetings in Acton and Boxborough on Monday, 12/4/17

9.2. District Master Plan Review Committee (DMPRC) Update –*Mary Brolin, Kristina Rychlik*

9.2.1. Public Forum Flyer and Frequently Asked Questions

Eight public forums have been done so far and lots of feedback has come in. There are two more left happening on Sunday.

9.3. Establishing the ABRSD Building Committee (due 6/2/17)

9.3.1. Composition and Voting/Non-voting Status – First Read (to be voted at 5/18/17 meeting)

This committee must be formed by June 2 and a form submitted to the MSBA. Kristina Rychlik has agreed to chair the School Building Committee.

## 10. Subcommittee Reports

10.1. Budget – *Maria Neyland (oral)*

Dore & Whittier presented on Short and Medium Term Capital Needs.

10.2. Policy

10.2.1. Mission, Vision, Values, File: AD and AD-E – Second Read – **VOTE** – *Brigid Bieber*

Marie Neyland moved, Katie Neville seconded and it was unanimously,

**VOTED**: to approve the revision as proposed.

10.2.2. Memorials Policy (new), File: FFA – First Read – *Dawn Bentley*

This new policy is a result of events of this past year with much guidance from professionals at Riverside. Dawn Bentley will bring this back to the next policy subcommittee meeting because she wants to add to the draft based on new input she received.

10.2.3. Naming District Facilities (revision), File: FF – First Read – *Dawn Bentley*

10.2.3.1. With revised procedures, File: FF-R

This revision simplified the policy and removes reference to memorials given the new policy being proposed. Kristina Rychlik asked about the Douglas School being named after someone and what if the building is taken down. Should the policy include language about what happens in this case?

Marie Altieri said that the Committee would have the choice of naming a new building and could use Douglas. Maria Neyland asked for a vote on this as soon as possible, noting that it can be changed.

10.2.4. Sustainability Policy (new, including water) – First Read – *Brigid Bieber*

The subcommittee wanted to propose a sustainability policy that is more broad than just addressing water. Much of this policy was due to JD Head and Kate Crosby's work. Kristina Rychlik submitted a "Disclosure of Appearance of Conflict of Interest" form (G.L. c. 268A, section 23(b)(3)) because her daughter was involved in the proposal of this new policy.

10.2.5. Student Activity Accounts, File: JJF – First Read – *Brigid Bieber*

Changes are due to the auditors' comments and cleaning it up per changing statutes.

10.2.6. FYI ONLY: Student Activity Programs, File: JJ (no change) and Procedures (revised)

10.3. Outreach (including PTO Co-chairs) – March 2017 Update - *Kristina Rychlik*

The subcommittee has not met in a couple of months because so much outreach effort was taking place on the Building Project.

#### 11. School Committee Member Reports

- 11.1. Acton Leadership Group (ALG) – *Amy Krishnamurthy* – *have not met*
  - 11.1.1. Minutes of 3/9/17 meeting
- 11.2. Boxborough Leadership Forum (BLF) – *Mary Brolin* – reviewed warrant and prepared for Town Meeting. All School Committee members are expected to attend, or let Mary know.
- 11.3. Health Insurance Trust (HIT) – *Mary Brolin*  
They met this morning and reviewed financials. Things look strong.
- 11.4. Acton Board of Selectmen – *Eileen Zhang*  
A request was received from BOS asking for a representative for the new West Acton Sewer Action Advisory Committee. JD Head offered to serve on this and the Committee agreed. It is especially helpful that he is on the Building Committee and also lives in West Acton. BOS officials were elected for the new year. Janet Adachi is chair and Katie Green is Vice Chair.
- 11.5. Boxborough Board of Selectmen – *Maria Neyland, Brigid Bieber*  
The monthly Hager Well meeting should include other Boxborough issues like paving.

#### 12. Annual Superintendent's Evaluation Process Begins – *Mary Brolin*

- 12.1. FY17 Evaluation Timetable
- 12.2. Reference Material
  - 12.2.1. MA Model System for Educator Evaluation Part VI: Implementation Guide for Superintendent Evaluation  
<http://www.doe.mass.edu/eeval/model/PartVI.pdf>
  - 12.2.2. Appendix A: Superintendent Rubric  
[http://www.doe.mass.edu/eeval/model/PartIII\\_AppxA.pdf](http://www.doe.mass.edu/eeval/model/PartIII_AppxA.pdf)
  - 12.2.3. Appendix B: End-of-Cycle Summative Evaluation Report: Superintendent (*see link above which will be populated with Dr. Brand's information*)
- 12.3. Process Overview slides, 10/16/14 SC meeting
- 12.4. Superintendent's Performance Goal – Midcycle Review Memo, Glenn Brand, 2/10/17
- 12.5. Copy of previous year's evaluation
- 12.6. General public request for input on Superintendent's performance by June 1 to Mary and Beth

#### 13. FY18 ABRSC Summer Workshop and August Business Meeting – *Mary Brolin*

- 13.1. FY18 ABRSC Meetings with proposed dates added – First Read (vote at meeting on 5/18/17)  
The Committee hopes to confirm these dates at the next meeting.

#### 14. Superintendent's Report/Updates – *Glenn Brand*

- 14.1. Challenge Success Update – *Deborah Bookis, Dawn Bentley*  
The District has been accepted as an Official Challenge Success district for 2017 – 2018.
- 14.2. School Committee Liaisons Update  
Amy Krishnamurthy spoke to Joe Gibowicz and the preschool staff is excited about the possible Early Childhood Center and they hope it will be seriously considered. Paul Murphy reported that he is in contact with Ed Kaufman about an update from Merriam.

#### 15. FOR YOUR INFORMATION

The ABRSC adjourned at 9:50 p.m.

Respectfully submitted,  
Beth Petr

List of Documents Used: see agenda, list of warrants

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING  
DRAFT Minutes

Library  
R.J. Grey Junior High School

February 2, 2017  
7:00 p.m.

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*Members Present:* Diane Baum, Brigid Bieber, Mary Brolin, Amy Krishnamurthy, Maya Minkin, Paul Murphy, Kathleen Neville, Maria Neyland, Deanne O'Sullivan, Kristina Rychlik, Eileen Zhang (7:20 p.m.)  
*Members Absent:* none  
*Others:* Marie Altieri, Dawn Bentley, Deborah Bookis, Glenn Brand, Clare Jeannotte, Beth Petr

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1. The ABRSC was called to order at 7:01 p.m. by Chair Mary Brolin.
2. **Chairman's Introduction –**
  - 2.1. Annual Spring Town Elections
    - Acton deadline to submit papers - February 7
    - Boxborough deadline to submit papers - March 28
3. **Statement of Warrant & Approval of Minutes**
  - 3.1. The minutes of the ABRSC Meeting of 1/12/17 were unanimously approved as written.
  - 3.2. The minutes of Budget Saturday on 1/21/17 will be reviewed at the next meeting.
4. **Public Participation - none**
5. **Acton Boxborough Education Association (ABEA) Contract Update – Maria Neyland**
  - 5.1. 2017-2018 Elementary Early Release Thursdays – Second Read – **VOTE**
  - 5.2. ABEA Side Letter

Maria Neyland reported that very little feedback was received on this topic since the last meeting. Kathleen Neville moved, Amy Krishnamurthy seconded and it was unanimously, **VOTED**: to approve the Letter of Agreement between the ABRSC and the ABEA to modify the ABEA contract to include Early Release every Thursday for all elementary school students with teachers required to attend meetings and professional learning, and to extend the elementary school day by 20 minutes each day.

Eileen Zhang arrived after this agenda item regarding early release on Thursdays for elementary schools. She had recused herself from this discussion at the previous meeting.
6. **FY17 Second Quarter Financial Report through 12/31/16 – Clare Jeannotte**

At mid-year, favorable revenues of up to \$600,000 for the year are being projected. This includes favorable \$320K state aid and the possibility of unbudgeted revenues of \$281K. As of 12/31/16, 87% of budgeted expenditures are expended or encumbered.
7. **FY18 ABRSD Final Budget Recommendation – Glenn Brand, Clare Jeannotte**
  - 7.1. FY18 ABRSD Budget and Assessments voted on 1/21/17 and proposed **VOTE** on revision
  - 7.2. ALG & BLF Update (*oral*)
  - 7.3. FY18 Budget Updates
  - 7.4. Excess & Deficiency Discussion
  - 7.5. Question, comments and input
  - 7.6. FY18 Budget Hearing on 2/16/17 at 7:00 p.m. in the Jr High Library, followed by ABRSC meeting

It was reported that the Health Insurance Trust reduced their increase to zero, saving \$374,239 of budgeted expenses for next year. The Committee wants to build up E&D again, so this is helpful. Paul Murphy asked when the next Moody's review would be because if another update is imminent, this could give the District a more favorable rating. Clare explained that the District's credit rating is largely driven by the underlying credit rating of the two towns. Moody's was concerned that E and D was being used in growing amounts to sustain the budget. They did not like this because it was unsustainable. The District is not doing this as much now.

Kristina Rychlik appreciated the great news that the budget increase would decrease from 4.25% to 3.63% and that the District can move forward with lower assessments. She noted however that on Budget Saturday the Committee heard about some areas that the District is not doing as much as they could. Kristina asked if more money was available, could these areas be considered in the future.

Maria Neyland moved, Amy Krishnamurthy seconded and it was unanimously,

**VOTED:** that the total appropriation for the Acton-Boxborough Regional School District for the fiscal year of July 1, 2017 through June 30, 2018 be set at \$86,090,491 and that member towns be assessed in accordance with the Education Reform Law and the terms of the Regional Agreement and amendments thereto as follows: Acton \$57,938,160, Boxborough \$11,635,677 remainder to be accounted for by the Anticipated Chapter 70 Aid in the amount of \$14,804,931 Anticipated Charter School Aid in the amount of \$25,350, Anticipated Regional Bonus Aid in the amount of \$49,000, Anticipated Miscellaneous Receipts of \$30,000, Anticipated Federal Medicaid Reimbursement of \$100,000, Anticipated Chapter 71, Section 16C Transportation Aid, in the amount of \$1,307,373 and a transfer from E&D Reserves in the amount of \$200,000.

#### 8. **FY18 Revolving Budgets and Fees**

##### 8.1. Food Services – Second Read – **VOTE** – *Glenn Brand*

Amy Krishnamurthy moved, Brigid Bieber seconded and it was unanimously,

**VOTED:** to approve no change in the Lunch Prices for the 2017-2018 school year as proposed on 1/12/17.

#### 9. **Seal of Biliteracy Presentation** – *Sinikka Savukoski, Dawn Bentley, Deborah Bookis*

A very interesting presentation was given on the new Seal of Biliteracy that recognizes graduates who speak, read and write proficiently in another language in addition to English with a seal on their high school diploma. The District is considering joining other communities in piloting this program.

Maya Minkin called this “amazing work” and asked if it takes more of teachers’ time to assess the students and teach in this manner. Sinikka replied that it does take more time, however teachers can see students’ growth and that is very rewarding. Amy Krishnamurthy sees her 7<sup>th</sup> graders excitement about their Spanish class. She is very impressed with these new techniques for teaching. Paul Murphy loves that this is “success oriented”. He is concerned that the ELL students are coming in with the perception that they are missing something and now this recognizes that they have something great. Mary Brolin was concerned that this might be adding stress because it is more testing but Sinikka explained that a student does not study for this test. It is about their proficiency and rewarding what they know. Diane Baum called this a “win-win”.

#### 10. **ABRSD Master Plan Update** – *Glenn Brand*

##### 10.1. District Master Plan Review Committee (DMPRC) Update – *Mary Brolin*

##### 10.1.1. Meetings held on 1/17/17 (see minutes) and 1/25/17

The Committee is reviewing the pros and cons of each of the options to consider how to most effectively present them in the public forums. The plan is to go out to the communities in March and April with a recommendation based on public feedback by the end of May. DMPRC would present at the first June School Committee meeting, then a vote at the second June Meeting. Fall Special Town Meetings would be held in both towns to vote funding for feasibility studies.

- 10.2. Community Presentation by Dore & Whittier, 12/8/16
  - 10.2.1. See <http://actontv.org/on-demand/post-video/master-plan-visioning-phase-2-12-8-16>
- 10.3. Capital and Future School Needs Committee Update
  - 10.3.1. 1/24/17 presentation:
    - <https://drive.google.com/file/d/0B3n84HCIIJh8WjJISlZvdFBwZVE/view>

Dr. Brand said they continue to analyze the Capital Improvement Plan (CIP). The next phase of sorting the CIP was to identify on 1/24/17 a break down of the areas into scope packages. Currently, they are looking at things to do in the next 3-5 years, and grouping together some tasks that would be efficient to do at the same time cost and construction wise. This is consistent with the medium term bucket. Lee Dore said he will have their report by end of February or March so going into the spring, they will bring a sense of the scope of this work to School Committee.

Katie Neville asked if Lee's work was still part of the original funding. It is not. Dr. Brand brought a proposal to the budget subcommittee awhile ago, with a cap of \$10,000 for Lee to move forward with this task. All of the information is organized on the website at <http://www.abschools.org/district/school-capital-and-space-planning>.

## 11. Subcommittee Reports

- 11.1. Budget – 1/25/17 meeting – Maria Neyland (oral)
 

The subcommittee reviewed the Budget Saturday Meeting and shared feedback that has come in. Prep was done for Boxborough's 3 Board Meeting and comments from the fincom were considered. Capital planning was discussed.
- 11.2. Policy
  - 11.2.1. Equal Educational Opportunities, File: JB – Second Read – **VOTE** - Dawn Bentley
 

This policy needed to be updated for the Coordinated Program Review to align it with the nondiscrimination policy and the regulations.

Brigid Bieber moved, Maria Neyland seconded and it was unanimously, **VOTED**: to approve the policy as proposed.
  - 11.2.2. Consent Agenda – First Read
    - 11.2.2.1. English Language Learners, File: IHBEA – Dawn Bentley
 

This revision was really to make the language consistent with current terminology, including changing from NCLB to ESSA, also we are obligated to assess students in Preschool – 12 now.
    - 11.2.2.2. Health Education, File: IHAM (and new procedures) – Deborah Bookis
    - 11.2.2.3. Health and Sex Education Parent Notification, File: IHAMA (and revised procedures) Deb Bookis
    - 11.2.2.4. Studying Controversial/Sensitive Issues, File: IMB Deborah Bookis
 

Brigid Bieber noted that she got a comment on this revision that it does not really say very much. The sample from MASC was much more complicated than what our District has had. The policy subcommittee was not comfortable telling teachers how to run their classrooms. Brigid will take the examples back to the policy sub and they will add more specifics for the Committee's consideration.
- 11.3. Outreach (including PTO Co-chairs) – January 2017 Update - Kristina Rychlik
 

The Committee discussed the most effective way to distribute the monthly updates. Although positive feedback has been received, they are not being shared consistently every month. Kristina asked if the School Committee should try to communicate directly with the parent/guardians, instead of through the PTOs or if Dr. Brand should send it out. Maria liked the idea of communicating directly with parent/guardians directly. Dr. Brand offered to assist in whatever way the Committee would like.

## 12. School Committee Member Reports

- 12.1. Acton Leadership Group (ALG) – Amy Krishnamurthy

12.1.1. Materials from 1/26/17 meeting

Amy reported that the Fincom does not want to tax beyond 2 ½%.

12.2. Boxborough Leadership Forum (BLF) – *Mary Brolin*

12.2.1. Boxborough Three-Board /BLF Meeting on Wed, February 1, 2017 at 7:00 pm

This meeting was followed by a productive BLF meeting where medium term budget items were discussed.

12.3. Health Insurance Trust (HIT) – meeting on 1/27/17 - *Mary Brolin*

The HIT voted the rate at 0% increase. Medex will be voted in January.

12.4. Acton Board of Selectmen – *Eileen Zhang*

Arlington Street neighbors are asking for a conservation restriction to be added to that town site, but there is not a final decision yet. This piece of land used to be owned by the schools and went back to the Town of Acton as part of regionalization.

12.5. Boxborough Finance Committee- *Mary Brolin*

The School Committee was invited to present the school budget at the meeting on February 13.

12.6. Boxborough Board of Selectmen – *Maria Neyland*

Brigid Bieber added that a question was raised about the Hager Well at BLF. There were a lot of questions on it. Mary advocated for putting a process in place where JD Head and Katie Neville receive a monthly update on Hager Well from Boxborough so the School Committee has timely information.

12.7. Acton Capital Improvement Planning (CIP) Update – 1/25/17 meeting - *Kristina Rychlik*

The Committee talked about the school and town’s short and medium capital plans.

13. **ABRSC Statement of Purpose Update** – *Mary Brolin*

Katie Neville offered two choices. One focused on the mission, and one on the vision, but alternatives were welcomed. Kristina likes the vision one because it is broader and more what the School Committee does. There was general agreement on the vision approach. This will be voted on at the next meeting.

14. **2017-2018 School Committee Meetings** – DRAFT – Second Read – **VOTE** - *Mary Brolin*

Last time the Committee talked about the September meeting being held on Tuesday September 19<sup>th</sup> and Budget Saturday on January 27 which does not conflict with MMA.

Amy Krishnamurthy moved, Paul Murphy seconded and it was unanimously,

**VOTED**: to approve the FY18 School Committee Meeting calendar as proposed.

15. **Recommendation to Accept Alliance Energy LLC Grant of \$500 from the East Acton Mobil to the R.J. Grey Junior High School** – **VOTE** – *Glenn Brand*

Paul Murphy moved, Maria Neyland seconded and it was unanimously,

**VOTED**: with gratitude to accept the Alliance Energy LLC Grant of \$500 from the East Acton Mobil to the R.J. Grey Junior High School.

16. **Recommendation to Confirm Indigenous Peoples’ Day on 10/9/17 on the FY18 School Calendar per Committee Discussion at meeting on 12/15/16** – **VOTE** – *Mary Brolin*

It was confirmed that there had not been a motion voted regarding the Indigenous Peoples’ Day proposal to the calendar at the meeting on 12/15/16.

Deanne O’Sullivan wanted to emphasize that this change to the school calendar was based only on a School Committee discussion. Going forward with similar agenda items, she advocated for surveying the public and asking how they feel before the Committee makes a decision. Kristina Rychlik stated that at the last meeting, she abstained and wanted to explain why. In her opinion, it is not that the issue is not important, but simply listing it on the school calendar might not make much of an impact and if it is important, maybe an article for the paper or a rally would be more appropriate. She is concerned that listing it on the calendar may confuse people, and asked that an asterisk be added stating something like, “formerly known as Columbus day”.

Kathleen Neville moved and Brigid Bieber seconded,

**MOTION:** that for the 2017 -2018 school year, we represent Monday, October 9<sup>th</sup> as “Indigenous Peoples’ Day” on the school calendar with an asterisk noting that the legal holiday is Columbus Day.

There was some clarification about what the motion meant. Deanne O’Sullivan stated that there is already an Indigenous Peoples’ Day and the students learn about it in school and are familiar with the meaning. (The United Nations declared it to be August 9<sup>th</sup> in 1994.)

The Committee **VOTED** on the motion:

- **YES** – Brigid Bieber, Kathleen Neville, Mary Brolin, Paul Murphy, Maya Minkin, Amy Krishnamurthy (10.5 votes)
- **NO** – Maria Neyland, Deanne O’Sullivan, Eileen Zhang, Diane Baum (8.5 votes)
- **ABSTAINED** – Kristina Rychlik

**The motion was approved.**

**17. Superintendent’s Report/Updates – Glenn Brand**

- 17.1. Director of Finance Search Update – to be voted at the 3/2/17 School Committee meeting.
- 17.2. Dr. Brand reported that the Interschool Council met recently.

**18. FOR YOUR INFORMATION**

- 18.1. Challenge Success Newsletter, February 2017: <https://www.smore.com/js6mv> -
- 18.2. Letter re DeVos nomination for US Secretary of Education from Local Progress, 1/29/17  
Mary Brolin explained that there was an “Open Letter from Local Leaders Around the Country” opposing Betsy DeVos’ nomination as US Secretary of Education included in the packet from a Littleton School Committee member. It is set up to be signed by individuals, not the Committee. We are not sure exactly when the full hearing will take place. School Committee members cannot speak to the media, but should refer people to Mary Brolin and/or the Superintendent. Maria Neyland noted that Rep. Jen Benson is starting to get involved around circuit breaker and fully funded, if people want to participate in that. Deb Bookis mentioned that the MCAS accountability piece is something that people could get involved as well if they are looking for something to do regarding state testing.

The ABRSC adjourned at 8:45 p.m.

Respectfully submitted,  
Beth Petr

List of Documents Used: See agenda and list of warrants

**NEXT MEETINGS:**

- February 16 – ABRSD Annual Budget Hearing at 7:00p.m. in the Jr High Library, followed by regular School Committee Meeting (material posted February 10)
- March 2 – ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted Mon, February 27)
- Acton Town Meeting begins on Monday, April 3
- Boxborough Town Meeting begins on Monday, May 8





Acton-Boxborough Regional School District  
Superintendent's Office  
16 Charter Road  
Acton, MA 01720  
978-264-4700 www.abschools.org

6.

**Glenn A. Brand, Ed.D.**  
*Superintendent of Schools*

**To: Acton-Boxborough Regional School Committee**  
**From: Glenn Brand**  
**Date: May 12, 2017**  
**Re: Superintendent's Wellness Committee**

This year the Superintendent's Wellness Committee focused on two broad areas: 1) an exploration of culture and climate, and 2) a review of our current district wellness policies and procedures.

#### School Culture and Climate

Almost a year ago, in June of 2016, I brought forward initial ideas around specific areas of focus for my 2016-17 goals. One area of immense interest that I advanced at the time was the exploration of possible data collection tools that could help us gather information on the culture and climate of our school communities. For some time I have held a belief in the importance of culture and climate and their role in ensuring that a school community is welcoming, supportive and well positioned to foster effective learning environments. Recognition of this connection extends well beyond my own view, as the research community has supported the strong association between school effectiveness and culture and climate.

At this time, perhaps more than ever, in our district and in the context of the larger demands and pressures in our society, we need to ensure that our school communities are the kinds of places where all kids thrive and where staff feel valued and able to engage in their craft, and that our families feel a deep sense of connection to the schools their children attend. To this end, I believe that it is vital that our district embrace the recommendations of this year's Superintendent's Wellness Committee report, to further explore the tools that have been recommended in order to determine our path forward and to gather relevant data from the stakeholders we serve in order to make informed choices and changes that will lead to continued improvement for all.

#### Wellness Policy and Procedures

The other subcommittee of the 2016-17 Superintendent's Wellness Committee conducted a review of our current wellness policies and procedures. This review has been completed, and the updated wellness procedures and guidelines are included in this packet.



## ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT

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Wellness Committee Update  
2016-2017

### Wellness Policy Subcommittee Update

**Goal: Review the current Wellness Policy and Wellness Policy Guidelines and make recommendations for change, if needed**

- Met as a subcommittee seven times to consider changes and review relevant research
- Reviewed the conclusions from the survey done by the 2014-2015 Wellness Subcommittee
- Condensed the Elementary, Junior High and High School Procedures into one District Wellness Procedures document
- Added a section on Mental Health and Wellness
- Consulted with the Physical Education, Curriculum, and Nursing Departments to incorporate updates into the Wellness Procedures document
- Reviewed comparable districts' Wellness Policies

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## Wellness Policy Subcommittee Update

### Top Three Action Steps

- An all staff email from the Superintendent at the end of 2017 school year and the beginning of the 2017-2018 school year, sharing the recent work of the Wellness Committee and emphasizing that all staff need to follow the procedures (highlighting certain procedures)
- Building principals will share updated Wellness Procedures at staff meetings
- Principals will familiarize families with the Wellness Policy and Procedures at the start of the 2017-2018 school year

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## Wellness Policy Subcommittee Members

Diana McNicholas, Co- Nurse Leader, High School Nurse  
 Kirsten Nelson, Director of Food Services  
 Abigail Dressler, Conant School Assistant Principal  
 Liz Walker, RJ Grey Teacher  
 Cindy McCarthy, Community Liaison from Danny's Place  
 Shane Lazar, Parent  
 Carol Watson, RJ Grey Teacher

*Thank you!*

## Subcommittee on School Climate and Culture

We understood our charge from the Superintendent to be as follows:

1. Review the research around the importance of understanding school climate and culture.
2. Recommend specific measurable areas that committee members believe are important in understanding culture and climate in schools and departments.
3. Review various assessment tools that exist for such purposes.
4. Recommend an assessment tool that the District can use to gather feedback from students, parents/guardians and staff regarding culture and climate with the aim of implementing a pilot at the Douglas school.

## Subcommittee on School Climate and Culture

This group first met in November 2017 as part of the Superintendent's overall Wellness Committee to review the literature and research on school climate and culture. We found:

- There is no universally acceptable definition of school climate, rather a focus on certain key components or dimensions (Tableman, 2004):
  - A **physical** environment that is welcoming and conducive to learning
  - A **social** environment that promotes communication and interaction
  - An **affective** environment that promotes a sense of belonging and well-being
  - An **academic** environment that promotes learning and self-fulfillment

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## Subcommittee on School Climate and Culture

Research has found positive school climate to be correlated with:

- reduced bullying
- increased attendance
- improved student engagement and academic performance
- healthy social-emotional development

References: The Colorado Initiative, 2012, Wang & Degol, 2016

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## Tools Reviewed

- Panorama School Climate Survey
- Comprehensive School Climate Survey (CSCI)
- Stan Davis, private consultant

## Panorama: Company Overview



- Founded in 2012
- Boston-based provider of survey tools and consulting services measuring social-emotional learning
- Designed using evidenced-based research
  - In partnership with Harvard University's Graduate School of Education
- 250 school districts
  - 6,500 schools
  - 3 million students
  - More than 40 states
- Nearly 40 school districts in Massachusetts including:
  - Ashland, Natick, Brookline, Millbury, Auburn and Wachusett Regional

## Panorama: Major Survey Areas

- 50 Survey Topics
- SOCIAL-EMOTIONAL LEARNING
  - Growth Mindset, Self-Management, Self-Efficacy, Grit, Sense of Belonging, Teacher-Student Relationships & more
- STUDENT FEEDBACK
  - Pedagogical Effectiveness, Rigorous Expectations, Student Engagement, Classroom Environment & more
- SCHOOL CLIMATE
  - School Safety, Staff-Leadership Relationship, School Leadership, Professional Learning & more
- FAMILY & COMMUNITY ENGAGEMENT
  - Family Engagement, Barriers to Engagement, Family Support, School Fit, Roles and Responsibilities & more

## Panorama: Implementation Approach

- Family, Staff, and Student Surveys for Grades K-12
  - Student surveys - Grades 3-12
  - Staff and family surveys - Grades K-12
- Hybrid approach
  - Evidence-based “out-of-the-box” surveys
  - Add custom questions, open responses, and delete topic areas
  - Designed for reliability and validity
- Available in 12+ languages
  - Spanish, Mandarin (simplified Chinese), Cantonese (traditional Chinese), Korean, Vietnamese, Arabic, Bengali, French, Haitian Creole, Russian, Urdu, and Portuguese
- Sophisticated cloud-based application technology platform
  - Administered by paper or online
- Comprehensive reporting
  - Real-time tracking of response rate
  - Comprehensive results reporting (including national benchmarking)
  - Strategies for improvement based on results



## Panorama: Cost

- **Option 1: Open Source**
  - Access survey questions via their web site
  - Manually entered into a tool such as Survey Monkey
  - No software or consulting costs
  - Time intensive and rely on internal expertise
- **Option 2: Comprehensive Solution**
  - Online surveys, sophisticated reporting, national benchmarking, and strategies for improvement
  - Preliminary cost estimate for the entire ABRSD
    - Pilot option for one school available \$2,000
    - \$2.50 per student for all surveys for a one year license
    - \$12,500 for 5,000 students
  - **Unlimited project management** support for an additional \$2,000 fixed fee per project.



## CSCI: Overview

- Nonprofit National School Climate Center (NSCC) that was originally conceived at Teachers College, Columbia
- CSCI has been used since 2002
  - In 2007, went through extensive statistical validation
- Designed and developed in a scientifically sound manner
  - The current version of CSCI, 4.0, is based on over ten years of research and field testing
  - One of the three school climate surveys that met APA criteria for being a reliable and valid tool
- Administered in a wide range of schools and school districts in the US. It has also been used by several State Departments of Education (e.g. Ohio, Iowa)
- In Massachusetts, about 50 schools and districts in the past year
- May be used as a needs assessment or as a measure of change over time. Note it is not a normed scale so cannot compare schools

## CSCI: Survey Areas

The CSCI measures 13 dimensions of school climate in the following areas:

- **Safety**
  - Rules and Norms
  - Sense of Physical Safety
  - Sense of Socio-Emotional Safety
- **Interpersonal Relationships**
  - Respect for Diversity
  - Social Support - Adults
  - Social Support - Students
- **Teaching and Learning**
  - Support for Learning
  - Social and Civic Learning
- **Institutional Environment**
  - School Connectedness/Engagement
  - Physical Surroundings
- **Social Media**
- Staff ONLY Dimensions
  - **Leadership**
  - **Professional Relationships**





## CSCI: Implementation Approach

- School Personnel, Parent, Elementary and Middle/High school student survey
  - Elementary Survey - Grades 3-5
  - Middle and High Survey - Grades 6-12
- Online or Paper Versions
- English and Spanish Versions
- Administration Times
  - Students - typically 20 minutes (longer for younger students or students with special needs)
  - Adults - 15-20 minutes
- Customization
  - Cannot be altered in order to preserve survey reliability and validity
  - Demographic section can be customized
  - If needed, custom items may be added to end of survey after discussion with organization
- Comprehensive Reporting

## CSCI: Cost

**Base Package cost \$10,350** (determined on a sliding scale based on student enrollment) and includes:

- Online Survey Links (students, parents, and personnel grades 3-12)
- Options for Language
- Access to online CSCI portal
  - Guidelines
  - Link Support
  - Real-Time Response Rate Information
  - Action Planning Worksheets
- Detailed Data Analysis
- Comprehensive, customized PDF report for each school
  - Graphic Rich Data
  - Recommended Guidelines
- Follow-Up Walkthrough Webinar/Call
  - Review key highlights
  - How to interpret data for effective action planning and implementation

**For an additional Cost of \$750**

- District-wide report of common trends and patterns across all schools

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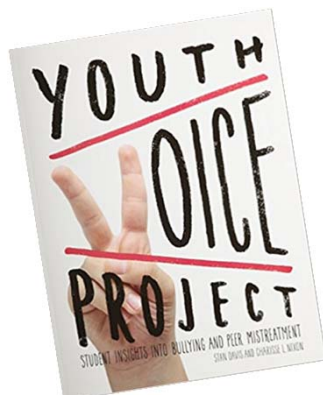
## Stan Davis, private consultant: Overview

- 2009-present: Co-researcher in the Youth Voice Project
  - Surveying more than 13,000 students, focusing on school climate and bullying prevention
- 1997-present: District consultation
  - Training and consultation for youth, educators, parents, policymakers, and community members focusing on school climate and bullying prevention
- Published author
  - *The Youth Voice Project*
  - *Schools Where Everyone Belongs*
  - *Empowering Bystanders in Bullying Prevention*
- Certified school counselor, social worker, and family and child therapist



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## Stan Davis: Survey Areas



- Student connectedness
- Belonging within the school community
- Diversity acceptance of school environment
- Prosocial behavior
- Peer-to-peer aggression
- School discipline and response
- Hot spots for target behavior
- Individual demographics

## Stan Davis: Implementation Approach

- Surveys can be conducted with staff and students in grades 3 through 12 with adjustments made for developmentally appropriate questions
- Administration through consultant's SurveyMonkey account
- Statistics are compiled and reported by consultant
- Questions are fully customizable based on consultation between individual school and consultant
- Currently only available in English

## Stan Davis: Cost

For \$500 per school:

- A one hour video and email consultation to discuss and modify/add questions being asked and determine demographic questions for intra-group comparisons
- Survey administration for students and teachers
- Written report summarizing data and providing a brief summary of positive indicators, indicators of needs for improvement, and recommendations
- A one hour video consultation discussing positive indicators, indicators of needs for improvement, and recommendations



## Suggested Next Steps

- **Review** tools with A-B senior leadership team
- **Ascertain** what funding is available for this work
- **Consider** the hidden “costs” of using other or lower priced tools carefully:
  - The time and expertise needed to set up, administer and tabulate data;
  - What would be the potential effect on the validity of the results if untrained staff administer the tool?
- **Determine** if the chosen tool will be piloted and what the scope of its implementation will be (Will grades 3 up be included? Will students, staff and parents be surveyed?)

## Next Steps continued...

- **Educate** staff, students and parents/guardians before the survey implementation to elicit as much participation as possible.
- **Address** concerns of staff, administrators, students and parents/guardians regarding how data results will be used.
- This Subcommittee strongly recommends that results be gathered for the purpose of understanding our school climates and using that data to make changes that better support the needs of our students and staff.

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## Comparison of the Recommended Surveys

	Panorama	CSCI	Stan Davis
<b>Cost</b>	Free (Open Source model)	\$10,350	\$500/school
	\$12,500 (5000 students) for comprehensive solution	\$750 for district wide trends and patterns across school data	
<b>Primary indicators of school climate identified</b>	50 Surveys Areas	13 Dimensions	7 Areas
<b>Respondents</b>			
<i>Students</i>	x	x	x
<i>Teachers/Staff</i>	x	x	x
<i>Parents</i>	x	x	
<b>Languages Available</b>	12+	English & Spanish	English
<b>Approach</b>	Customizable	Customizable only for demographic and open response items	Customizable
<b>Format</b>			
<i>Paper</i>	x	x	
<i>Online</i>	x	x	x
<b>Comprehensive Reporting</b>	Yes	Yes	Yes
<b>Psychometric Evidence</b>	Yes	Yes	

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## Subcommittee on School Climate and Culture

### Subcommittee Members

Diane Spring	Subcommittee Chair; Co-Nurse Leader, ABRSD
Beth Baker	Assistant Principal, AB Regional High School
Erin Bettez	Director, Community Education
Paula Grieco	Parent; Business owner
Elise Jacobson	Parent; Family/child social worker
Anne Littlefield	Teacher, Douglas Elementary School
Ranjini Reddy	Parent
Heather Stouch	School Psychologist, McCarthy-Towne Elem School
Yesha Shah	Student, AB Regional High School
Chris Whitbeck	Principal, Douglas Elementary School

## Superintendent's Wellness Committee 2016-2017

**Goal #2** To review the current Wellness Policy and Wellness Policy Procedures/Guidelines and make recommendations for change if needed.

1. Review our current policy and procedures.
2. Review comparable towns Wellness policies and procedures.
3. Review two major components with appropriate stakeholders - nutrition and physical education.
4. Combine best practices.
5. Review end of the year report/recommendations by Wellness Committee 2014-2015.
6. Make changes to our Policy and procedures if needed.
7. Review the changes with entire Wellness Committee.
8. Write up Action plan recommendations.

### Action Plan

1. Our goal is for every school to follow the wellness committee procedures. While this policy has existed since 2009, all schools in the district do not consistently follow the procedures. We know this anecdotally and have evidence from the Wellness policy subgroup administrative surveys from 2014/2015. These surveys reveal inconsistencies among the schools' adherence to the wellness procedures. In particular, one administrator shared, "Please consider having a more unified and specific directive on this. There is too much fluctuation between the schools and it confuses parents." Given our district's focus on wellness, this is a perfect opportunity to unify as a district around our sound wellness policy and procedures.
2. The superintendent is in the best position to fully enforce the wellness procedures. We would like for the Superintendent to convey and enforce the wellness policy amongst staff. These ideas include:
  - a. An all staff email at the end of 2017 school year and the beginning of the 2018 school year, telling the staff of the recent work of the wellness committee and emphasizing that all staff need to follow the procedures
  - b. An inclusion of the wellness policy in opening day remarks by Superintendent
  - c. Building principals sharing the information at staff meetings.

These are the primary wellness policy points that we would like to emphasize to staff:

- Birthday events at school will not involve food.
- Celebrations at school (Halloween, etc.) will be inclusive experiences that take into consideration student health.
- Physical activity should be incorporated throughout the school day.

- Reiterate that soda and candy will not be provided to students during the school day (not a new change) in accordance with the current guidelines.
  - Whole class or group non-curricular celebrations involving food should be used sparingly.
  - The District Guidelines/Procedures on Foods and Food Practices are in effect during School hours up to 30 minutes before the start of school and 30 minutes after school is dismissed.
  - The wellness procedures now include mental health and wellness. Visit Acton-Boxborough School district's health and wellness website at <http://abschoolswellness.weebly.com/>.
3. Principals will familiarize parents with the Wellness Policy and Procedures at the start of the 2017-2018 school year, by providing the policy in their back to school packets and/or having copies available at Back-to-School Open houses and/or by emailing.
  4. Nursing Department will add additional slides on Wellness procedures to on-line training programs about life threatening allergy/blood born pathogens, which is the mandatory staff training at beginning of the year.
  5. EdTech will move the Wellness policy and procedures to the front page of the district website, as this information is currently hard to find.
  6. Nursing staff will reach out to Deb Bookis, as she is reviewing the entire health curriculum over the summer of 2017.
  7. The P.E. department will be encouraged to continue to provide instruction supporting the district's focus on wellness and health.
  8. The administration should ensure that the wellness procedures are reviewed, updated and consistent throughout the schools every 2 years.

## **DISTRICT WELLNESS POLICY**

The Acton-Boxborough Regional School District is committed to providing a school environment that enhances the learning and development of lifelong wellness practices. To that end, the District promotes actions, behaviors and learning that create a healthy and safe environment for all.

It is the goal of the District to promote physical, emotional and social well-being through coordinated school and community guidelines. This includes providing a healthy environment, counseling services, school nurse services, nutritious school meals, comprehensive health education, physical education, and other opportunities for physical activity. It is the intent of this Policy to foster independence in students by addressing curricula and supports for student nutrition, health/hygiene, human sexuality, and physical activity.

Furthermore, it is the District's expectation that specific actions will take into account the health needs and well-being of all children without discrimination or isolation of any child. It is the District's belief that education, along with open and informative communication is vital to the establishment of an environment that promotes the making of healthy choices by children. The guidelines herein reflect a commitment to the development of the whole child to foster an environment in which students and staff can make informed healthy lifestyle choices.

The Acton-Boxborough Regional School District will support the district-wide Wellness Policy through adherence to regulatory requirements facilitating the establishment of School Wellness Advisory Committees (SWAC). This district-wide committee will have the primary function of overseeing the implementation of the Wellness Policy by addressing the requirements below:

- Meet a minimum of four times per year.
- Consist of membership appointed by the Superintendent, representing the following constituents: school administrators, school nurses, physical education staff, school nutrition staff, parents/guardians, students, school committee, and community youth serving agencies.
- Develop an annual, measurable action plan with required components.
- Yearly, monitor and evaluate the effectiveness of School Wellness Policy, Wellness Guidelines, and district-wide Action Plan.
- Submit an annual report to the Superintendent of Schools and the School Committee that includes: review of SWAC membership and participation, policy recommendations, action plan outcomes, and assessment of accomplishments and work still needed.

The Superintendent or designated representative has operational responsibility for the District's implementation of the Wellness Policy.

### **LEGAL References:**

M.G.L. Chapter c111,s222

### **CROSS References:**

File: ADFR/File: JLCEA – Life Threatening Allergy Policy/Procedures

**Originally Revised:** March 26, 2009

**Revised:** 8/22/13, 6/24/14



# Wellness Policy Procedures/Guidelines

It is the goal of the District to promote physical, emotional and social well-being through coordinated school and community guidelines. This includes providing a healthy environment, counseling services, school nurse services, nutritious school meals, comprehensive health education, physical education, and other opportunities for physical activity.

It is the District's expectation that specific actions will take into account the health needs and well-being of all children without discrimination or isolation of any child. It is the District's belief that education, along with open and informative communication between administration, staff, parents and where appropriate students, is vital to the establishment of an environment that promotes the making of healthy choices by children. The guidelines herein reflect a commitment to the development of the whole child to foster an environment in which students and staff can make informed healthy lifestyle choices.

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## Acton-Boxborough Regional Schools

### Nutrition Education

Nutrition education and promotion aims to teach, encourage, and support healthy eating by students and the school community. Schools should provide nutrition education and engage in nutrition promotion in the following ways:

- Nutrition Education in the schools will follow all ABRSD Procedures/Guidelines and curriculum.
- is not only part of health education classes, but also may be integrated into classroom instruction in subjects such as math, science, language arts, social studies, world language and the exploratory subjects;
- includes developmentally-appropriate, culturally relevant, participatory activities that may include community resources such as local farms, companies, and other organizations that aim to promote the healthy eating among our students and school community;
- promotes fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods, and health enhancing nutrition practices as well as providing information about healthy alternatives including vegetarian diets, organic foods, and dairy substitutes such as soy products;
- emphasizes caloric balance between food intake and energy expenditure, or physical activity;

- emphasis on reduce, recycle and compost;
- teaches media literacy with an emphasis on food marketing and how to read and understand food labels;
- incorporates activities and programs to share nutrition information with students' families and other community stakeholders and is consistent with the information being taught in school to engage and support families as partners in nutrition education; and
- includes training for teachers and other staff and information on available resources.

**District Guidelines/Procedures on Foods and Food Practices during School hours up to 30 minutes before the start of school and 30 minutes after school is dismissed.**

- The Health and Well-being of all students is the ultimate goal.
- For students with health concerns and life-threatening food allergies, the nurse will maintain a healthcare plan. Decisions regarding controlled food choices, no food, or food restrictions rest with the School Nurse and shall reflect District policies and guidelines.
- Soda and candy will not be provided to students in school.
- In instances when food is served as an integral part of the curriculum, it is important that staff, through reasonable communication with parents or appropriate health care professionals, work to reduce risk and create an inclusive experience.
- Food will only be used as a student manipulative in lessons when the purpose is directly related to the curriculum (i.e. studying onion cells in science).
- Whole class or group non-curricular celebrations involving food should be used sparingly.
- Birthday events at school will not involve food.
- Celebrations at school (Halloween, etc.) will be an inclusive experience that takes into consideration student health.
- Principals and School Health Advisory Councils shall consider the following resource when developing school-level guidelines in regard to food brought into the school outside of the school lunch program:
  - A-List Healthy School Snacks – <http://www.johnstalkerinstitute.org/alist/>

- The Acton-Boxborough schools will comply with current federal and state nutrition regulations in promoting, selling and providing all foods and beverages to students 30 minutes before the beginning of the school day until 30 minutes after the school day ends.
- Fundraising activities should not occur until 30 minutes after the ending of the school day.

### **Mental Health and Wellness**

- Visit Acton-Boxborough School district's health and wellness website at <http://abschoolswellness.weebly.com/>. The information on the website is constantly being updated and revised.

### **Physical Activity**

- The health, well-being, and safety of all children are the priority of all school programs.
- Review ways in which the school's physical education curriculum meets ABRSD guidelines.
- All elementary schools will have at least 20 minutes a day of supervised recess during which students will have opportunities for safe physical activity.
- Review schedules at the elementary schools to assure there is 20 minutes of recess each day and educate school personnel about the importance of physical activity.
- School personnel will not use physical activity (running, pushups, etc.) as a punishment.
- School personnel will not arbitrarily withhold opportunities for physical activity as a punishment.
- Physical activity should be incorporated throughout the school day.
  - Physical education courses will be in a safe environment where students learn, practice, and are assessed on developmentally appropriate motor skills, social skills, and knowledge.
- Policies ensure that state-certified physical education instructors teach physical education classes.
- Physical education shall be required for all students, unless a medical excuse is documented by the student's physician.
- Time allotted for physical activity will be consistent with research, national, and state standards. According to the National Institutes of Health, being active benefits a student's self-esteem, energy level, concentration, and overall emotional well-being.

- Physical education includes the instruction of individual activities as well as competitive and non-competitive team sports to encourage life-long physical activity.
- Adequate equipment should be available for all students to participate in physical education. Physical activity facilities on school grounds will be safe.
- Information will be provided to families to help them incorporate physical activity into their student's lives.
- The district is committed to maintaining a strong partnership with Acton-Boxborough Community Education to provide community access to, and encourage students and community members to use, the schools' physical activity facilities outside of the normal school day.
- During afternoons, evenings, weekends and vacations, Acton-Boxborough Community Education supervises the high school athletic facilities and provides access to students and community members for use of the fields, gymnasiums, and the pool and fitness center.

Revised: 3/26/09, 6/24/14 and 4/10/17

## Superintendent's Wellness Advisory Committee

End-of-Year Report for the "District Guidelines/Procedures on Food and Food Practices" Subcommittee

2014-2015

### Subcommittee members:

Lynne Newman, Kathy Daniel, Hilary Bonnell, Jennifer Smith, Gay Prosnitz, Laura Ducharme

### Goal:

To review the district's current Wellness Policy and Procedures to determine how they align with the current practices in our schools and to create a list of recommendations, as needed, which the committee will bring to the Superintendent for review.

### 2014-2015 Tasks:

- Complete Needs Assessment – survey Principals regarding policy procedures and guidelines
- Provide a list of recommendations for Superintendent to review, if needed

### Background:

The *District Guidelines/Procedures on Foods and Food Practices During School Hours* was written in March 2009 and revised in June 2014. The revision in June 2014 was to include Blanchard Elementary, in Boxborough, as part of the school redistricting.

A copy of the policy can be found at:

[https://drive.google.com/file/d/0B\\_gHJcPAg271eXZERUNiWXpGeDA/edit](https://drive.google.com/file/d/0B_gHJcPAg271eXZERUNiWXpGeDA/edit)

### Summary of Accomplishments:

- The subcommittee met and reviewed the *District Guidelines/Procedures on Foods and Food Practices During School Hours*. During the review of the policy it became clear that a survey was needed to determine how food was used during school hours.
- The subcommittee surveyed principals and/or administrator(s) from all six elementary schools, the preschool, the junior high school and high school. The survey was limited to 10 initial questions. The survey was anonymous.

## Survey Findings:

- **Q1: Is soda provided for students in school?**  
11% sometimes; 89% never  
Comments received:
  - Sometimes, not during the school day, and only at school dances and functions, as part of PTSO donations.
  
- **Q2: Is candy provided for students in school?**  
25% sometimes; 75% never; 1 administrator skipped the question  
Comments received:
  - I believe sometimes teachers provide it on holidays.
  - Only in situations (and in small amounts) where it is used as an identified primary reinforcer for students on IEP.
  
- **Q3: Is food used as a reward or given out as a treat by school staff (with the exception of approved celebrations, and in situations where food is part of an Individualized Education Plan)?**  
33% sometimes; 67% never  
Comments received:
  - Not that I'm aware of.
  
- **Q4: Do fundraising activities include selling or providing food to students on school premises during the school hours that only include items approved by the Food Service Director?**  
13% sometimes; 88% never; 1 administrator skipped the question  
Comments received:
  - Never, fundraising activities only take place outside of the school day (i.e. after the bell has rung).
  - After school hours/evening.
  - PTO fund raisers use the John Stalker Institute approved food list.
  
- **Q5: In instances when food is served as an integral part of the curriculum, is staff communicating with parents or appropriate health care professionals to reduce the risk and create an inclusive experience?**  
78% always; 22% sometimes
  
- **Q6: Is food only used as a student manipulative in lessons when the purpose is directly related to the food, such as studying onion cells in science?**  
38% always; 63% sometimes; 1 administrator skipped the question

- **Q7: Are whole class or group non-curricular celebrations involving food used sparingly? Are they an inclusive experience?**  
 63% always; 38% sometimes; 1 administer skipped the question  
 Comments received:

  - We permit food to be a part of birthday or good-bye celebrations, always cognizant of allergies and inclusiveness.
  
- **Q8: When celebrating birthdays at schools are families strongly encouraged to consider healthy options or low cost alternatives to food? Does your school communicate a list of alternatives to families?**  
 50% always; 50% sometimes; 3 administers skipped the question  
 Comments received:

  - Two questions: 1) yes, 2)the list is available
  - We don't organize or accommodate birthday celebrations.
  
- **Q9: Does your school consider the following resources when food is brought into the school outside of the school lunch program? Foods on the Massachusetts a la Carte and Food and Beverage Standards A List, Massachusetts A la Carte and Food and Beverages Standards to Promote Healthier School Environment, A-List Heathy School Snacks – Water, bottled?**  
 29% always; 57% sometimes; 14% never; 2 administers skipped the question  
 Comments received:

  - I do not know of these resources when ordering snack supplies for the students.
  
- **Q10: Do you have any recommendations and/or suggestions you would like to share with the Wellness Committee?**  
 1 answered; 8 administrators skipped  
 Comments received:

  - Please consider having a more unified and specific directive on this. There is too much fluctuation between the schools and it confuses parents. Thank you!

**Additional Findings:**

- Awareness of the guidelines is limited.
- It needs to be highlighted that the guidelines are a wellness issue, not just a food allergy issue.
- The health and wellbeing of all students, is the ultimate goal.

**Additional Tasks and Questions the Subcommittee Wishes to Consider Next Year:**

- Survey PreK-12 teachers for understanding, compliance with, and feedback on the Wellness Policy and Procedures.
- Brainstorm additional ways to increase familiarity with the policy with administration, staff and parents.
- Can the policy be interpreted in a more similar manner by the various schools?

**Recommendations for the Superintendent:**

- Help increase familiarity of the Wellness Policy with administration, staff and parents.
  - Staff meeting review of the Wellness Policy.
  - Parents should receive a copy of the Wellness Policy in either their back-to-school packet and/or have copies available at Back-to-School Open Houses.
- Ask that all fundraising activities that are served on the school premises, during school hours, will only include items approved by the Food Service Director, in accordance with the current guidelines.
- Reiterate that soda and candy will not be provided to students during school hours (with the exception of an IEP), in accordance with the current guidelines.

\* \* \*



**Superintendent's Wellness Committee**  
**Subcommittee on School Climate and Culture**

Final Report - May 8th, 2017

Subcommittee Members:

Diane Spring, Beth Baker, Erin Bettez, Paula Grieco, Elise Jacobson, Anne Littlefield, Ranjini Reddy, Heather Stouch and Chris Whitbeck

This group initially met in November 2017 as part of the Superintendent's overall Wellness Committee. We understood our charge from the Superintendent to be as follows:

1. Review the research around the importance of understanding school climate and culture.
2. Recommend specific measurable areas that committee members believe are important in understanding culture and climate in schools and departments.
3. Review various assessment tools that exist for such purposes.
4. Recommend an assessment tool that the District can use to gather feedback from students, parents/guardians and staff regarding culture and climate with the aim of implementing a pilot at the Douglas school.

Our first effort was to understand the research surrounding school climate and culture. We independently studied the issue and shared our findings at our next meeting. What was immediately clear is that school climate is a critical topic for districts to understand. There are clear correlations between a positive school climate and all sorts of things such as reduced bullying, increased attendance, improved student engagement and academic performance, and also - and critically important - healthy social-emotional development (The Colorado Initiative, 2012, Wang & Degol, 2016).

It is important to note that although this may be a new initiative for the entire District per se, work is ongoing that is helping to understand our school climates. Our colleagues at the high school shared efforts they have made in this area, prior to our group's work, through Making Caring Common. There is also the District's work with Challenge Success which has helped shape our understanding of school climate at the high school and junior high.

There is not a universally accepted definition of school climate, rather various organizations define what they see as the key components or dimensions. That said, all of the studies and tools include factors that fall into certain key areas (Tableman, 2004):

- A physical environment that is welcoming and conducive to learning
- A social environment that promotes communication and interaction
- An affective environment that promotes a sense of belonging and self-esteem
- An academic environment that promotes learning and self-fulfillment

With an understanding of the importance of school climate generally and a sense of the key issues involved, we turned to the task of seeking survey/evaluation tools. We discussed the idea of creating a home-grown tool versus using a more widely used, evidence-based instrument and decided that given the importance of the effort, it made the most sense to find something that already existed and was proven to be effective.

A survey compendium maintained by the National Center on Safe Supportive Learning Environments identified more than twenty surveys focusing on school climate. Several of them were interesting enough for additional exploration and subcommittee members were assigned to find out more. Targeted were: The Comprehensive School Climate Inventory, the Panorama School Climate Surveys, the ED School Climate Surveys from the U.S. Department of Education, Alliance for the Study of School Climate (CA State University) and a tool that Lincoln/Sudbury, MA has used successfully under the guidance of the consultant Stan Davis. Each member set off to vet their product or tool and return to the group with an understanding of the following points:

1. Whether it would analyze the primary indicators of school climate
2. Its flexibility (ability to survey students/staff/parents/community)
3. Cost
4. Whether consulting/support/tabulation services were available
5. Available languages
6. Any additional factors.

We met again on February 15 to discuss our findings and determined that three of the tools appear the most viable. They provide the Superintendent and School Committee with a range of alternatives that vary in approach and cost, but all could help us gather the information we seek.

#### **Option 1: Private consultant, Stan Davis**

For the past eight years the Sudbury Public Schools have partnered with Stan Davis, implementing his survey tool provided through his Stop Bullying Now project. The interventions and strategies recommended by Stan Davis and his foundation are research-based and stem from the input of more than 13,000 students across the US who participated in his Youth Voice Project survey. Stan has been consulting and training youth, educators, parents, policymakers, and community members for twenty years. His focus has been on school climate and bullying prevention, and he has written numerous short articles and three books (i.e., *The Youth Voice Project*, *Schools Where Everyone Belongs: Practical Strategies for Reducing Bullying*, and *Empowering Bystanders in Bullying Prevention*). Stan has worked in the public schools for over thirty years and is a certified school counselor, social worker, and family and child therapist.

Surveys for students and staff are available, grades three through twelve. They are customizable and administered and tabulated through Survey Monkey. Mr. Davis has provided the district with a sample student and staff survey that he has designed free of charge.

Over the course of his career, Mr. Davis has reportedly found parent surveys inaccurate, leading to a misrepresentation of the beliefs of the broader parent community. In his experience, previous school districts have found a low return rate, with respondents either quite critical or very positive in nature. As a result, Mr. Davis believes that surveying the parent population on issues of school climate can lead to a measure with poor validity.

The Sudbury Public Schools administer the student survey annually in grades 3-8. The teacher survey is redone every three to five years. Sudbury has never surveyed their parent community in this area.

Sudbury has reportedly found the information collected through their screening valuable in monitoring school climate, streamlining behavioral expectations and consequences within individual buildings and across schools, and establishing building-based positive behavioral interventions and supports.

Highlighted areas of survey focus include: prosocial behavior, peer to peer aggression; student connectedness; belonging within the school community; discipline/response; diversity acceptance; hot spots for targeted behavior, and individual demographics. The survey consists of a combination of multiple choice and open response questions and is customizable. A representative from Sudbury reports that much of the most valuable information is obtained from the open response items.

*Cost:* For \$500/school Stan Davis provides the following services:

- A one hour video and email consultation to discuss and modify/add questions being asked and demographic questions for intra-group comparisons
- Survey administration on Mr. Davis's SurveyMonkey site for student and brief teacher surveys
- A written report summarizing the data and providing a brief summary of positive indicators, indicators on needs for improvement, and suggestions
- A one hour video consultation discussing positive indicators, indicators of needs for improvement, and suggestions (after the first year, if the process is repeated, the report and consultation will also compare year to year findings)

### **Option 2: Comprehensive School Climate Inventory (CSCI)**

The CSCI is the multidimensional school climate survey that was developed by the nonprofit National School Climate Center (NSCC) that is "dedicated to understanding and improving climate for learning in schools". The CSCI has been empirically validated and developed in a scientifically reliable way. Although information regarding their customer base is not readily available, the instrument has been used since 2002 across a wide range of schools and school districts in the United States (personal communication with NSCC representative). The CSCI may be used as a needs assessment or as a pre-post measure of change over time.

*School Climate Areas Assessed:* The CSCI measures the 13 dimensions of school climate that fall into the following broad categories:

- Safety (Rules and Norms, Sense of Physical Safety, Sense of Social-Emotional Safety)
- Interpersonal Relationships (Respect for Diversity, Social Support-Adults, Social Support-Students)
- Teaching and Learning (Support for Learning, Social and Civic Learning)
- Institutional/External Environment (School Connectedness/Engagement, Physical Surroundings)
- Social Media and Leadership
- Professional Relationships (Leadership, Professional Relationships; this is a Staff Only dimension).

*Respondents:* There are currently two versions of the CSCI, for students in grades 3-5 and grades 6-12. Staff and parent surveys are also available.

*Formats:* Paper and Online versions of the survey are available. Test administration takes 15-20 minutes with slightly longer times for the younger populations and students with special needs. The scale is also available in Spanish.

*Cost:* For the eight participating Acton-Boxborough schools (elementary, junior high, and high school) and an estimated student enrollment of 5491, the cost for administering the CSCI is \$10,350. This cost includes online survey links, options in English and Spanish, access to the CSCI portal that includes guidelines, real-time response rate information, and action planning worksheets, detailed data analysis, comprehensive reports for each school, and follow-up walkthrough webinar/call to review key highlights from the report and ways to translate the data into effective action plans and implementation.

For an additional \$750, district wide report on common trends and patterns can be obtained.

*Additional Information:* The CSCI core components cannot be customized, i.e. all scales need to be administered in the format presented. This is to preserve the reliability and validity of the measure. However, the demographic section of the survey can be customized and, if needed, custom items may be added at the end of the survey with further discussion with the organization.

### **Option 3: Panorama School Climate Surveys**

With a customer base of 250 school districts, 6,500 schools, and 3 million students across more than 40 states, Panorama has been a leading provider of survey tools and consulting service solutions for measuring social-emotional learning since 2012. Their customer base includes many of the largest K-12 districts in the country and nearly 40 school districts in Massachusetts, including: Ashland, Natick, Brookline, Millbury, Auburn and Wachusett Regional School District. Panorama's survey tools were designed using evidenced-based research in partnership with Harvard University's Graduate School of Education.

Offering schools a hybrid approach, they provide over **50 survey topics** within four survey instruments while allowing customization that will not compromise the reliability and validity of results.

Panorama's four survey areas are:

- **SOCIAL-EMOTIONAL LEARNING:** Growth Mindset, Self-Management, Self-Efficacy, Grit, Sense of Belonging, Teacher-Student Relationships & more
- **STUDENT FEEDBACK:** Pedagogical Effectiveness, Rigorous Expectations, Student Engagement, Classroom Environment & more
- **SCHOOL CLIMATE:** School Safety, Staff-Leadership Relationship, School Leadership, Professional Learning & more
- **FAMILY & COMMUNITY ENGAGEMENT:** Family Engagement, Barriers to Engagement, Family Support, School Fit, Roles and Responsibilities & more

Student surveys are offered beginning with Grade 3. Staff and family surveys are available for grades K-12. Surveys can be administered by paper or online and in multiple languages.

Though founded by former education professionals, at its core, Panorama is a technology company providing a user-friendly sophisticated cloud-based platform with comprehensive reporting, national benchmarking comparisons, and suggestions for improvement or "tips" for teachers and staff based on survey results.

Panorama's survey questions are all offered as **open source (no cost)** via their web site and could then be manually entered by ABRSD into a tool such as Survey Monkey. Alternatively, they offer a comprehensive solution including reporting, project management and expertise for an **one year license fee** (based on frequency of survey execution). Approximate cost for the entire ABRSD is \$2.50 per student for all surveys for a one year license (e.g., \$12,500 for 5,000 students). The cost for a one school pilot is \$2,000 for licensing. In addition to their software platform, Panorama offers unlimited project management support for an additional \$2,000 fixed fee per project. Even though we are in the preliminary phases of evaluation, Panorama has expressed significant interest in partnering with ABRSD; they have been professional and responsive, provided supporting material including a preliminary proposal, and offered to attend a Wellness Committee meeting to perform a demonstration.

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Additional feedback from the subcommittee:

To promote participation in the survey, the district should educate staff and families about the importance of School Climate. It will be important for the Administration to clearly articulate the goals of the survey, as to allay any concerns of staff, administrators, students and parents/guardians regarding how data will be used. Our understanding is that our district wishes to assess our school climates so that, where needed, changes can be made to promote environments that best meet the needs of students and staff. Our hope is that students, staff, and families will see this as a positive, supportive initiative.

There are costs associated with each of the tools identified. Some of the tools can be administered for free, but we question whether the district has staff with sufficient capacity to set up and administer such a survey and then tabulate the resulting data. There is also the real concern of having staff untrained in the chosen tool implementing a survey and how that might affect the validity of the results. We would advise the district to choose a survey tool that includes administrative/consulting support and to find the funding needed to support that effort.

Respectfully submitted on behalf of the SubCommittee,

Diane Spring

## References

Tableman, B. (2004, December). *School climate and learning* (Issue Brief No. 31). Retrieved from <http://outreach.msu.edu/bpbriefs/issues/brief31.pdf>

The Colorado Initiative (2012, October). Measuring school climate. A toolkit for districts and schools. Retrieved from [https://issuu.com/coloradolegacyfoundation/docs/measuring\\_school\\_climate\\_toolkit/4](https://issuu.com/coloradolegacyfoundation/docs/measuring_school_climate_toolkit/4)

Wang, M. & Degol, J. L. (2016). School climate: A review of the construct, measurement, and impact on student outcomes. *Educational Psychological Review*, 28(2), 315-352. doi: 10.1007/s10648-015-9319-1

## Documents

*See the following link for a summary of some of the other tools researched:*

[https://docs.google.com/spreadsheets/d/1dW-t-IHQz48EzW-gbH3WWb349JuR9\\_n\\_cE2KCKSVVfc/edit#gid=0](https://docs.google.com/spreadsheets/d/1dW-t-IHQz48EzW-gbH3WWb349JuR9_n_cE2KCKSVVfc/edit#gid=0)

## Websites

Comprehensive School Climate Inventory (CSCI):  
<http://www.schoolclimate.org/programs/csci.php>

Panorama School Climate Survey:  
<http://www.panoramaed.com/school-climate-survey>

Stan Davis and the Stop Bullying Now Project:  
<http://stopbullyingnow.com/>

Resource:

Genevieve Mack; [gmack@panoramaed.com](mailto:gmack@panoramaed.com), Account Manager from Panorama - Willing to present to AB



## Exploring the Implementation of a Multi-Tiered System of Supports

Acton Boxborough Regional School District  
May 19, 2017

School Committee Meeting

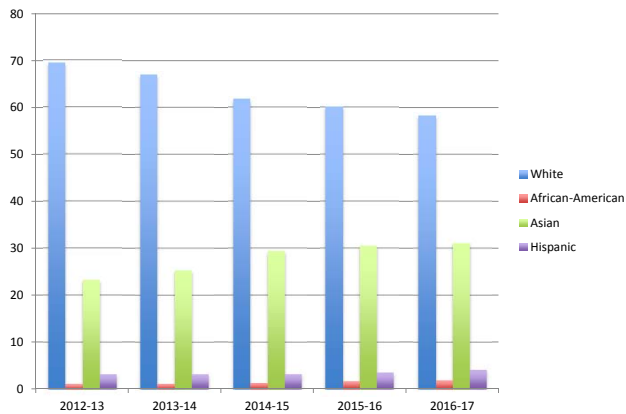
### MTSS in the Context of ABRSD District Priorities—Strategic Plan

- Goal 1: Understand and respond to our students social-emotional needs
- Goal 2: Our students will have equitable opportunities and the tools to learn
  - Implement MTSS
- Goal 3: Our students will have access to safe and effective learning environments



## Why MTSS in ABRSD?

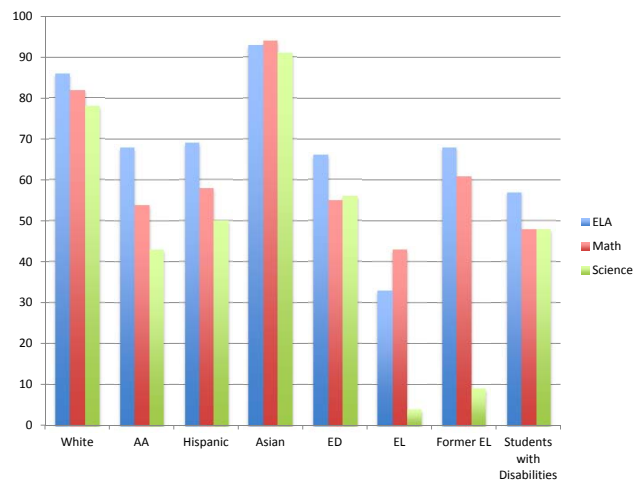
## Current Demographic Trend



## Trend Data in ABRSD

- Since 2012, the % of White students has decreased by more than 16%
- The percent of Asian students has increased by 32%
- The percent of Black/African-American students has increased by 72% (to 1.9% of the student population)
- The percent of Hispanic students has increased by 31% (to approximately 5% of the student population)

## Performance Across Groups 2015-16 Scores



## Trend Data in ABRSD

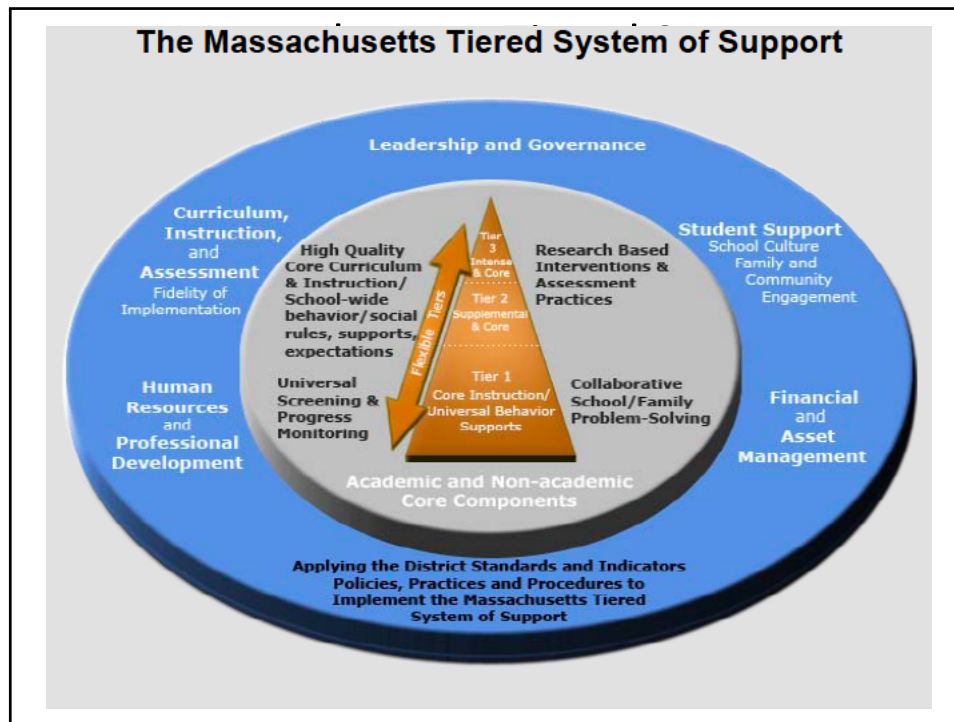
- The academic performance of White and Asian students have the highest levels of performance in the district (86% and 93% respectively)
- Black/African American, Hispanic and students from economically disadvantaged settings score less well. Approximately 1/3 of these students do not attain proficiency
- English Learners struggle initially but over time improve. However, approximately 1/3 of this group does not attain proficiency.
- Approximately 50% of students with disabilities attain proficiency

The demographic groups who are increasing in the proportion of the district population are also the groups whose performance is the lowest in the district.

How will a Multi-Tiered System of Supports (MTSS) help ABRSD successfully address the needs of ALL students?

Massachusetts Tiered System of Supports

<http://www.doe.mass.edu/ssce/mtss.html>



## Massachusetts Tiered System of Supports

- The Massachusetts Tiered System of Support (MTSS) is a blueprint for school improvement that focuses on system structures and supports across the district, school, and classroom to meet the academic and non-academic needs of all students. It was developed to help guide the establishment of a system that provides high-quality core educational experiences in a safe and supportive learning environment for all students and targeted interventions/supports for students who experience academic and/or behavioral difficulties and students who have already demonstrated mastery of the concept and skills being taught.

## Academic and Non-Academic Core Components

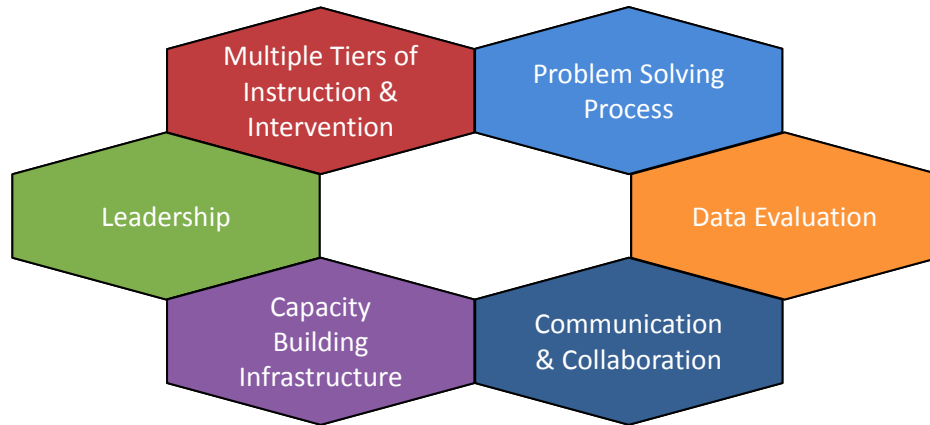
- high-quality core curriculum and instruction implemented with fidelity
- research-based academic interventions and assessment practices
- research-based behavioral interventions and supports
- universal screening and progress-monitoring
- collaboration and communication between educators and parents.

## Food for Thought.....

- Developing this system of academic and non-academic support may represent a significant change for districts and schools—one that affects the entire school system and may require a long-term change process (of three or more years). Adhering to the blueprint is instrumental to the success of the tiered system of support.

MTSS website

## Critical Components of MTSS



*MTSS is a framework to ensure successful education outcomes for ALL students by using a data-based problem solving process to provide, and evaluate the effectiveness of multiple tiers of integrated academic, behavior, and social-emotional instruction/intervention supports matched to student need in alignment with educational standards.*

## Bottom Line

- **Early Warning/Identification**
  - The earlier identification occurs, the more time you have to work on improvement.
- **Act Quickly and Aggressively**
  - Never “wait”. ACT. Problem Solve.
- **Monitor Progress**
  - We need to know what is and is not working. Time is of the essence here.
- **Modify as Necessary-Again, do not wait. ACT.**
  - Let data guide your practice
- **Honesty and Transparency**
  - This is not about anyone’s “fault.” This is about being honest about student response to instruction/intervention. Being OK talking about it and having a group norm of action focused instruction and intervention.

### What Does It Look Like? What are the “Practices?”

- All instructional and support services are delivered through a multi-tiered system
- Decisions regarding instruction/support are made using a data-based, problem-solving process
- All problem-solving considers academic and behavior (student engagement) together
- A district-based team is responsible for monitoring performance of schools to determine the overall “health” of the district

### What Does It Look Like? What are the “Practices?”

- A school-based team is responsible for monitoring student performance to determine overall “health” of the school environment
- Parents are engaged in the problem-solving and instruction/intervention process
- Student engagement is a primary priority
- Lesson Planning is the focus for effective instruction
- Early Warning Systems are in place to ensure a focus on prevention
- The focus is on Tier 1 and the integration of Universal Design for Learning Principles



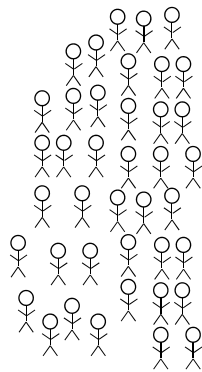
## What Does It Look Like? What are the “Practices?”

- District leadership is held accountable for implementation and outcomes
- The school (Principal) is held accountable for high quality implementation of MTSS as well as student outcomes

## *Three Tiered Model of Student Supports*

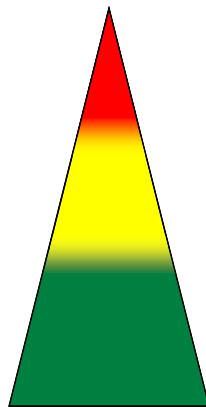
**The goal of the tiers is student success, not labeling.**

These students



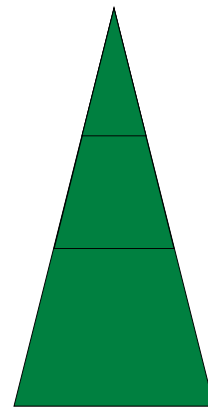
+

get these tiers  
of support

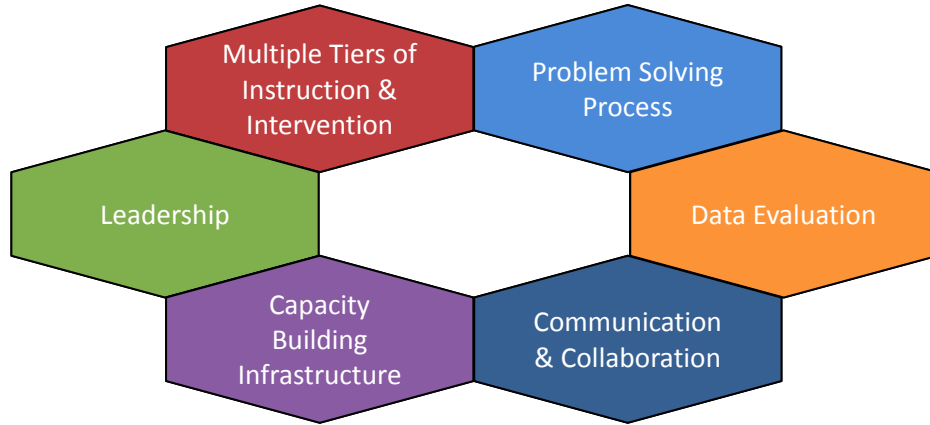


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in order to meet  
benchmarks.



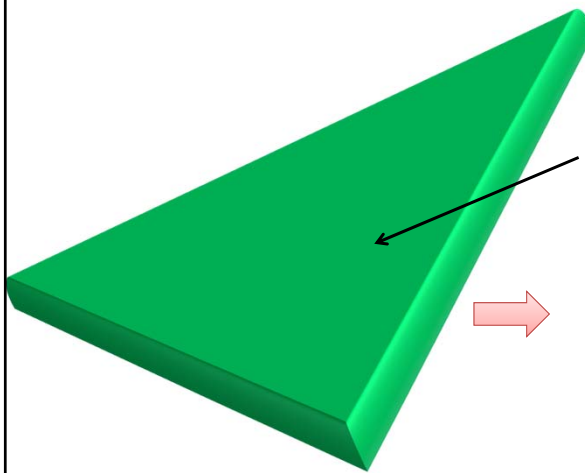
## Critical Components of MTSS



*MTSS is a framework to ensure successful education outcomes for ALL students by using a data-based problem solving process to provide, and evaluate the effectiveness of multiple tiers of integrated academic, behavior, and social-emotional instruction/intervention supports matched to student need in alignment with educational standards.*

## TIER I: Core, Universal Academic and Behavior

**GOAL:** 100% of students achieve at high levels



**Tier I:** Implementing well researched programs and practices demonstrated to produce good outcomes for the majority of students.

**Tier I:** Effective if *at least* 80% are meeting benchmarks with access to Core/Universal Instruction.

**Tier I:** Begins with clear goals:

1. What exactly do we expect all students to learn?
2. How will we know if and when they've learned it?
3. How do we respond when some students don't learn?
4. How will we respond when some students have already learned?

Questions 1 and 2 help us ensure a guaranteed and viable core curriculum

**Tier I:** A supportive Learning Climate sets the stage for productive learning by establishing positive behaviors as the norm

For: ALL STUDENTS  
Requires: ALL STAFF

**School Climate:**  
PBIS –or–  
Foundations

**Classroom Management:**  
CHAMPS  
(K-8);  
DSC  
(9-12)

## POSITIVE LEARNING CLIMATES

*throughout the SCHOOL and in the CLASSROOMS include:*

- A pervasive **culture of respect** and collaboration, including high rates of **positive interactions** among all members of the school community;
- A **motivating, participatory**, and **learning-focused** environment that promotes student ownership over learning and improving; and
- Well-managed, **structured** and **clearly-defined** practices and behavioral **expectations** that create a sense of safety, fairness and productivity.

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**Tier I:** Within these environments, adults shape how students develop key skills & relationships that strengthen their connection to school and prepare them to succeed in college, career & life.

For: ALL STUDENTS  
Requires: ALL STAFF

**SEL Curriculum:**  
Second Step (K-8)  
Advisory/Seminar (9-12)

**Restorative Practices:**  
Restorative  
Conversations  
& Talking  
Circles

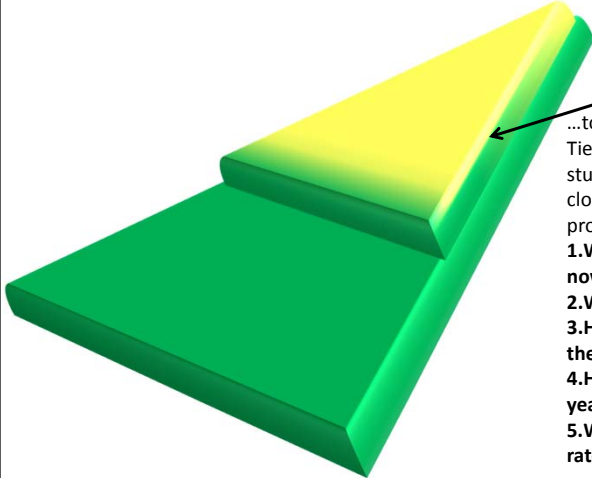
## SOCIAL & EMOTIONAL LEARNING

*shapes students' skills and relationships through:*

- Explicit instruction and pedagogy that promote: **self-awareness, self-management, social awareness, relationship skills**, and **decision-making skills** in alignment with SEL Standards
- Interactions and culture that promotes positive **adult-student relationships** and **student-student relationships**
- **Restorative approaches for all students** that promote inclusiveness, relationship-building and problem solving

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## TIER II: Supplemental, Targeted



**Tier II**  
For approx. 20% of students  
**Core**  
+  
**Supplemental**

...to achieve benchmarks  
Tier II Effective if at least 70-80% of students improve performance (i.e., gap is closing towards benchmark and/or progress monitoring standards).

1. Where are the students performing now?
2. Where do we want them to be?
3. How long do we have to get them there?
4. How much do they have to grow per year/monthly to get there?
5. What resources will move them at that rate?

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## Intensifying Instruction

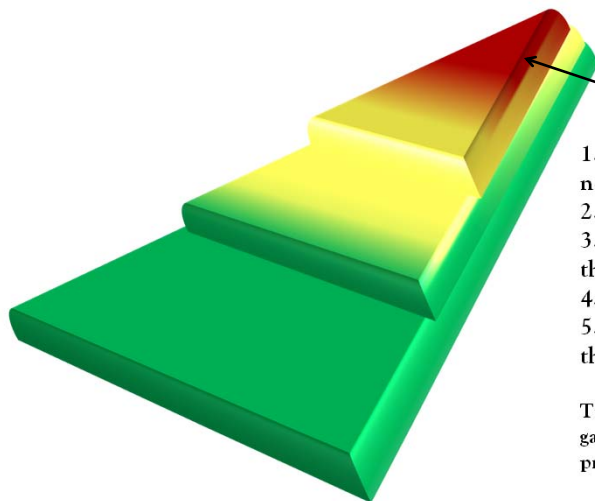
- **Time**
  - More time, more practice and rehearsal, more opportunity for feedback
  - Typically, up to 50% more than Tier 1 for that content
- **Focus**
  - Narrowing the range of instruction
    - Reading: 5 Big Ideas, SOME of the 5 Big Ideas
- **Type**
  - More explicit, more frequent, errorless

## High School Algebra

- 7 periods/day
- 4 different “groups”
- 2 “Regular”, 5 periods week
- 1 “Advanced”, 5 periods/week
- 1 “Strategic”, 7 periods/week
- Each teacher teaches 1 of each
- Strategic group outperformed the Regular group by 8% as of January 2016

### TIER III:

*Intensive, Individualized*



**Tier III**  
For Approx 5% of Students  
**Core**

+

**Supplemental**

+

**Intensive Individual Instruction**  
...to achieve benchmarks

1. Where is the student performing now?
2. Where do we want him to be?
3. How long do we have to get him there?
4. What supports has he received?
5. What resources will move him at that rate?

Tier III Effective if there is progress (i.e., gap closing) towards benchmark and/or progress monitoring goals.

Ways that instruction must be made more powerful for students “at-risk” for reading difficulties.

More powerful instruction involves:

- More instructional time
  - Smaller instructional groups
  - More precisely targeted at right level
  - Clearer and more detailed explanations
  - More systematic instructional sequences
  - More extensive opportunities for guided practice
  - More opportunities for error correction and feedback
- } resources
- } skill

## WHAT IS “SPECIAL” ABOUT SPECIAL EDUCATION?

Specially Designed Instruction for Students With Disabilities Within a Multi-tiered System of Supports

Florida Department of  
**EDUCATION**

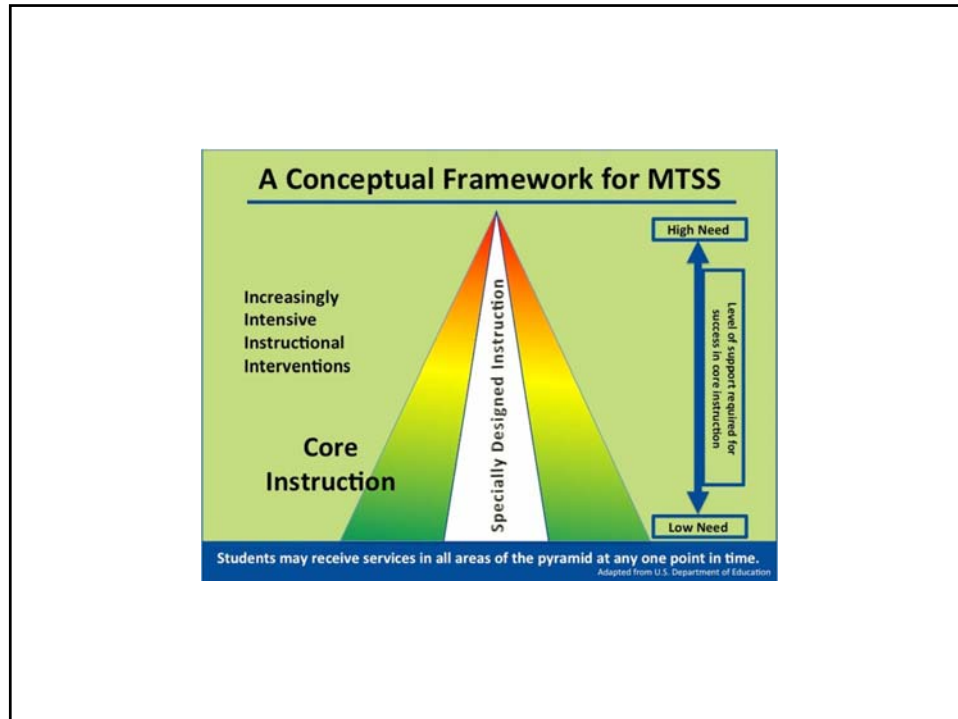


Pam Stewart  
Commissioner of Education

*In Collaboration with...*



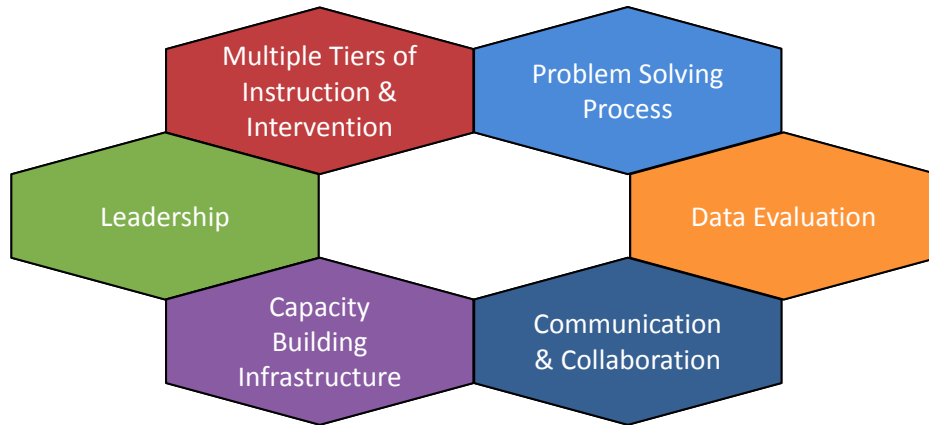
This document was developed by the Student Support Services and Problem Solving/Response to Intervention Projects, special projects funded by the Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services, through federal assistance under the Individuals with Disabilities Education Act (IDEA), Part B.



## Characteristics of Specially Designed Instruction

- Focus is to reduce or eliminate the impact of a disability on academic and/or behavioral progress
- Designed specifically for an individual student following individual problem-solving
- Could be implemented in Tiers 1, 2 and/or 3
- Examples include: text to speech, unique teaching strategies to teach a skill or alternatives to a skill, feedback protocols

## Critical Components of MTSS

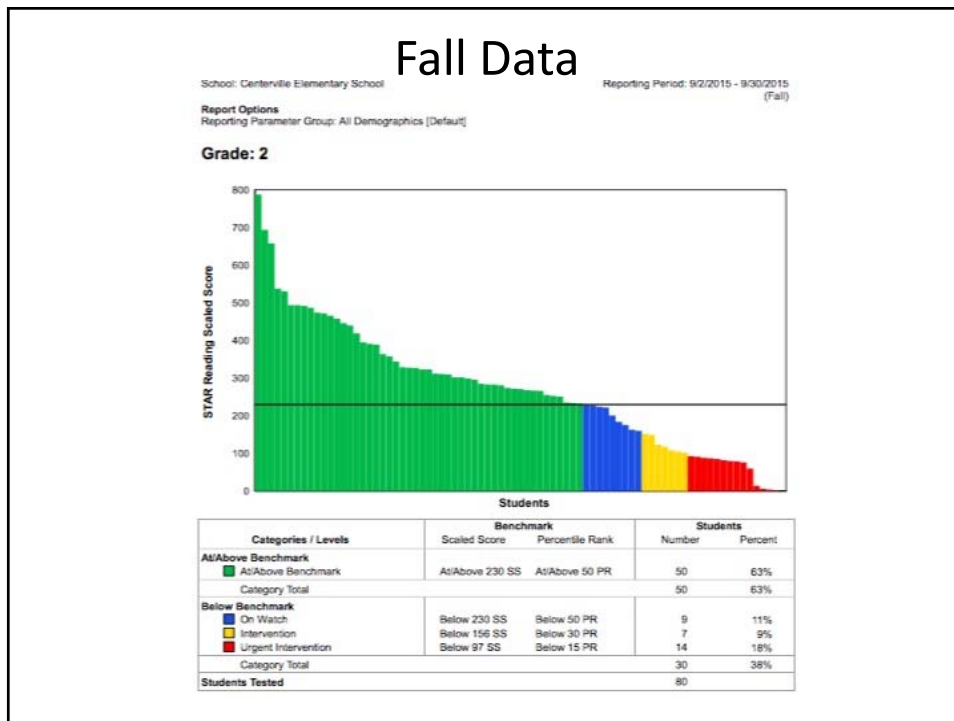
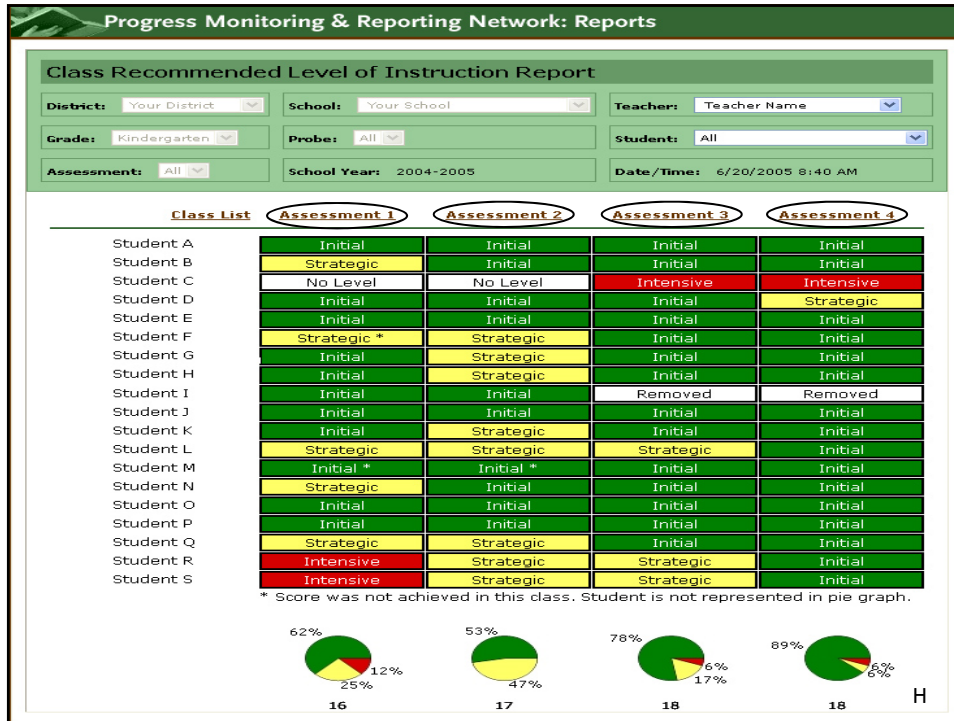


*MTSS is a framework to ensure successful education outcomes for ALL students by using a data-based problem solving process to provide, and evaluate the effectiveness of multiple tiers of integrated academic, behavior, and social-emotional instruction/intervention supports matched to student need in alignment with educational standards.*

## Data Evaluation

Tier 1



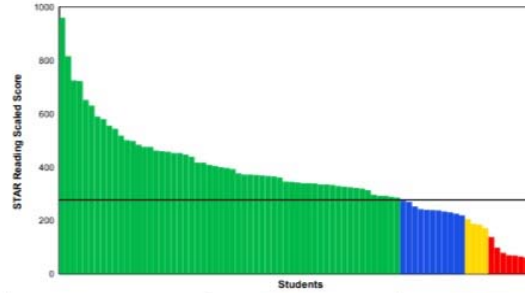


# Winter Data

School: Centerville Elementary School Reporting Period: 1/8/2016 - 1/22/2016 (Winter)

Report Options  
Reporting Parameter Group: All Demographics [Default]

Grade: 2



Categories / Levels	Benchmark		Students	
	Scaled Score	Percentile Rank	Number	Percent
<b>At/Above Benchmark</b>				
At/Above Benchmark	At/Above 277 SS	At/Above 50 PR	58	73%
Category Total			58	73%
<b>Below Benchmark</b>				
On Watch	Below 277 SS	Below 50 PR	11	14%
Intervention	Below 207 SS	Below 30 PR	4	5%
Urgent Intervention	Below 142 SS	Below 15 PR	7	9%
Category Total			22	28%
<b>Students Tested</b>			80	

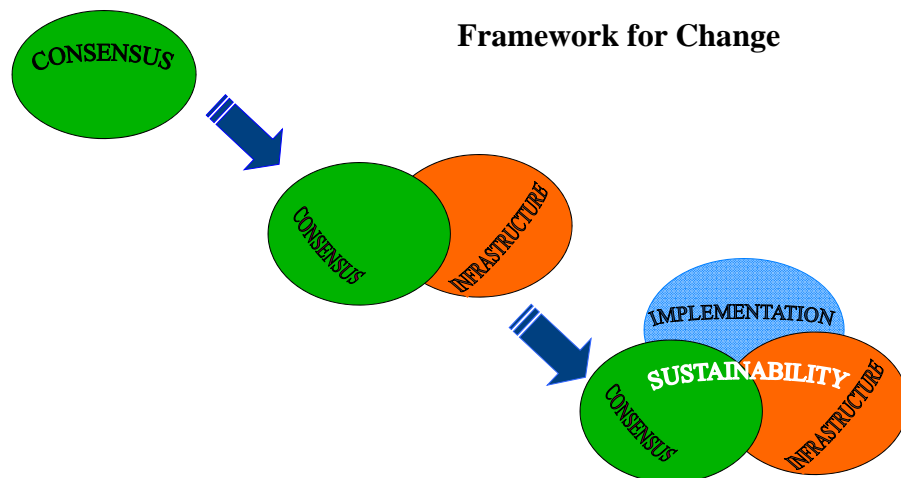
# Fall/Winter Comparisons

	Fall	Winter	
At/Above Proficiency	63	73	+10
On Watch	11	14	+3
Intervention	9	5	-4
Urgent Intervention	18	9	-9

# Implementation Science

## Sustainable Scaling-Up

Framework for Change



## Reaching Consensus...

Educators will embrace change when two conditions exist:

- They understand the **need** for change
- They perceive that they either have the **skills** or the **support** to implement change

## District Responsibilities

- Develop Policies & Procedures to Support Implementation
- Provide Support for Infrastructure
- Professional Learning Aligned with Implementation & Student Need
- Allocation of Resources to Buildings based on Level of Implementation and Student Outcomes
- Monitor Implementation and Outcomes
- Support System for Principals
- Leadership Evaluation

## **The Role of the School Based Leadership Team (SBLT)**

### **Principal's Role in Leading Implementation of MTSS**

- Models Problem-Solving Process
- Expectation for Data-Based Decision Making
- Scheduling “Data Days”
- Schedule driven by student needs
- Instructional/Intervention Support
- Intervention “Sufficiency”
- Communicating Student Outcomes
- Celebrating and Communicating Success

**Two basic questions...**

**Are you happy with your data?**

**Is every classroom one you  
would put your own flesh and  
blood?**

Do the best you  
can until you  
know better.  
Then when you  
know better, do  
better.

*~Maya Angelou*

facebook/ The Optimism Revolution

**FINAL REPORT**

**3-1-2017**

Acton-Boxborough Tiered System of Supports Review  
(On-site December 5-6, 2016)

Drs. Stevan Kukic and George Batsche

**Purpose of the Review:** To evaluate the readiness and needs of the Acton-Boxborough Regional School District (ABRSD) to implement Goal #2 (“Our students will have equitable opportunities and tools to learn.”) of its Strategic Plan. The Strategic Actions of Goal #2 are to:

1. Implement the Massachusetts Tiered System of Support framework for school improvement that focuses on system level change across the classroom, school and district.
2. Review funding structures at each level.
3. Conduct an equity audit of the district; looking mindfully at equitable access for historically underserved populations.

**Question to be Addressed:** Will the full implementation of the Massachusetts Tiered System of Supports (MTSS) enable the district to provide services in a more effective and efficient manner and, in the process, ensure “...equitable access for historically underserved populations?”

**Methodology**

- A. Preparation meetings (conference calls) with the district leadership to come to consensus on the purpose of the review, the critical questions to be answered by the review and development of the on-site logistics.
- B. Review of district history, pedagogy, strategic plan, data and district responses to questions submitted as part of the preparation activities
- C. On-site interviews—see Appendix with the on-site schedule for the two days, interview questions and a summary of answers from the A-B district personnel focus groups
  1. District leadership team
  2. General education teachers
  3. Special education and Emergent Bilingual teachers
  4. Building principals
  5. School Committee Members
  6. School psychologists and counselors
  7. Speech/Language and Occupational therapists
  8. Curriculum Specialists

## Observations:

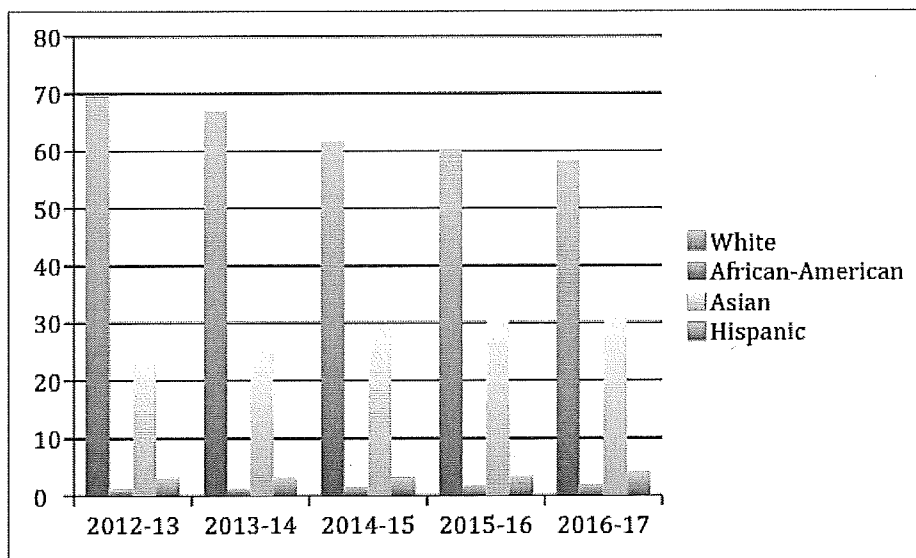
- Three years ago, the Acton-Boxborough School District was formed through consolidation of the Acton and Boxborough School Districts. The current superintendent was hired as the first superintendent of this regional school district.
- The new district has a viable long-range strategic plan that includes implementation of MTSS. However, the district needs non-negotiables that would serve as the bridge between vision and action.
- Students in this district have a history of high performance in the context of both district expectations and performance on state assessments. The community has high expectations for the quality of education in this district. Approximately 70% of the students in the A-B district are doing well and far exceed state standards in their performance.
- For 2016-17, the district has identified 16.4% of its student population as students with disabilities. This identification rate is approximately 50% above the national rate. This high rate of identification for special education may be the result of:
  1. Few strategic or intensive intervention services available in general education.
  2. The lack of sufficient differentiated instruction in Tier 1—Core Instruction.
  3. The belief that general education teachers cannot meet the needs of students who struggle to meet the high expectations for student performance in the district.
  4. The lack of expectations for general education teachers to support the instructional needs of ALL students.
  5. The inconsistency in the processes and procedures for the CST process.
  6. The lack of a common language, common understanding of the eligibility criteria for special education across all staff in the district.
- 32% of African-American students are identified as students with disabilities. Of these students, one third of them are eligible under a Communication Disability and more than 20% are identified under a Specific Learning Disability. This rate is approximately 2.3 times above the national level for expected percent of students with disabilities.
- 3.5% of students in the district are identified as economically disadvantaged. 11.5% of students with disabilities fall into the economic disadvantage category.
- Over 16% of students who are receiving English language services have IEPs. Of these students, 43.2% have special education eligibility for a Communication



Disability, 24.3% for a Specific Learning Disability, and 16.2% for a Developmental Delay.

- 13.8% of students who are former English language (FEL) proficient have IEPs. 40% of these students who used to receive English language services are eligible for special education under the eligibility category of Communication Disability.
- The district serves an increasingly diverse population of students, including White, Asian, Indian, African American and an emerging population of monolingual and multilingual students. Demographic makeup of the district has changed. 16.3% of students have a first language other than English. An increase is occurring each year in the in the percent of non-white and English language learners and students from less advantaged socioeconomic backgrounds. Since 2013, there has been a 16.1% decrease in the percent of White students, a 72% increase in the percent of African-American students (to 1.9% of the student population), a 34% increase in the percent of Asian students and a 31% increase in the percent of Hispanic students. In the last year alone, the number of Hispanic students has grown 20%. The graph below illustrates the changing demographics of the district.

• Figure 1: Change in Percent Enrollment by Race/Ethnicity

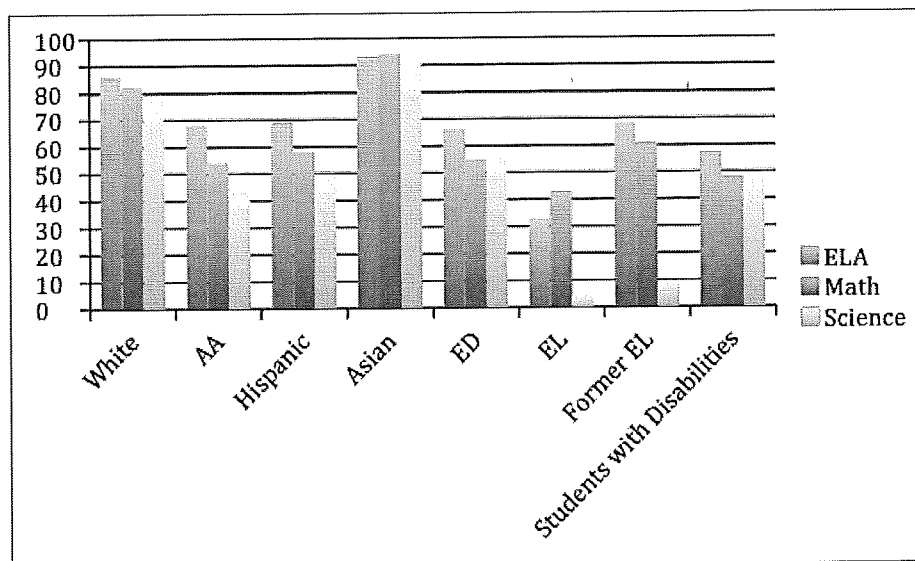


Source: MA Department of Education, December, 2016  
[http://profiles.doe.mass.edu/state\\_report/enrollmentbyracegender.aspx?mode=district&year=2016&Continue=View+Report](http://profiles.doe.mass.edu/state_report/enrollmentbyracegender.aspx?mode=district&year=2016&Continue=View+Report)

- Some students in the district continue to struggle to attain state standards and the high expectations for students in this district. White (86%) and Asian (93%) students have the highest level of performance (Proficiency and Above) on state assessments in ELA. African-American, Hispanic and economically disadvantaged students perform similar to each other as groups. Approximately 68% of students in these three groups perform at the proficient and above level but significantly

below that of White and Asian students.

- Thirty-three percent of English Learners (ELs) performed at the proficient and above level—significantly below the levels of all other groups. Sixty-eight percent of “former” EL students performed at the proficient and above level. The difference between current EL and “former” EL students is a very positive statistic, indicating that these “former” EL students continue to develop and approximate the proficiency rates of the other (non White, non Asian) groups—but still lag the higher performing groups. The graph below (2015-16 ELA scores) illustrates the differences in performance across the different demographic groups in the district.



Source: MA DOE MCAS Data 2016 [http://profiles.doe.mass.edu/state\\_report/mcas.aspx](http://profiles.doe.mass.edu/state_report/mcas.aspx)

- The district supports diverse approaches to the process of schooling its students. Each of the district elementary schools offers unique pedagogical approaches to attaining state standards. Parents have school choice to the extent that seats are available in particular elementary schools. Although this diverse approach to pedagogy offers families many options for the process of schooling, it also creates inconsistency in how schools deliver services and in the expectations for support from the central administration. This inconsistency can create difficulties for students in need of additional supports and in the consistent organization and delivery of those supports by the district. In particular, supports in the areas of special education and English language services are to be directed by both federal and state statutes and regulations. In addition, the needs of students without disabilities who struggle to meet state standards (and the high level of performance of the typical student in the district) often go unmet. Inconsistent application of these statutes and regulations across schools can result in both fragmenting services and placing the district at risk for violation of state and/or federal laws.
- The pacing of instruction is based on the expectation for the performance of high

performing students. As such, this rate of pacing makes it difficult for students who struggle to access instructional at their level of need.

- The district has a very high number of teacher assistants, in general and special education classrooms. The use of teacher assistants in general education is focused on providing assistance to students who struggle to keep up. When students need additional support, that support is often provided by the teacher assistant rather than through embedded differentiation of instruction by the classroom teacher.
- The district does not utilize a data system to monitor or evaluate student behavior.
- Student support services staff are not used primarily to support instruction (academic and/or behavioral/social emotional). Rather, these staff are used to support assessment and eligibility determination activities for students referred for special education.
- The district wishes to retain its diversity in approaches to schooling while increasing its capacity to meet the needs of a more diverse population within general education.
- Inconsistencies in district practices across schools are occurring in the following areas:
  1. Process and procedures for the implementation of Child Study Teams.
  2. Data used and data use to assess student progress toward attainment of standards.
  3. Levels of support and resources in the general education environment for students who struggle to attain standards.
  4. Curriculum used to ensure that students attain and/or exceed state standards.
  5. The degree to which teachers align their instruction with state standards.
  6. The degree to which special education teachers integrate their instruction with general education standards, pacing and expectations.
  7. Levels of collaboration and communication within and across schools.
  8. The diverse approaches to schooling, both within and across school buildings, presents challenges for support staff who work with students either across buildings or from different teachers within a building. Support staff struggle to find common strategies and practices for students with common needs but who come from classrooms/schools with diverse instructional styles and contexts.
- Building principals support the need for additional consistency across the district in areas including CST procedures, availability and use of data, professional development and communication/collaboration across schools.
- District leadership support the need for additional consistency as well. The key

question is: Will A-B be a system of schools or a school system?

### **Summary and Recommendations:**

The Acton-Boxborough Regional School District (ABRSD) is a district that provides high quality educational services using diverse pedagogical practices across and within its schools. Student performance data for the majority of students confirm the high quality education offered by the district. The district has made a commitment, through Goal #2 of its Strategic Plan, to ensure equitable access for historically underserved populations. Hispanic, African-American, English Language Learners and Former English Language Learners are, to varying degrees, in need of instruction and supports to increase equity in access. Each of these groups has continued to grow proportionally in the district. The rate of growth of these populations, based on the past four years, is approximately 2.5% each year. If this rate continues, this population will grow by 25% in the next decade.

The Strategic Plan Goal #2 and the Strategic Actions are visionary given the changing demographics of the district and the need to ensure equity in access for those groups who currently lag behind. The projected greatest increase in student enrollment, proportionally, will be with those groups that currently need additional supports. This is the time to begin putting the infrastructure in place to develop, implement and evaluate the impact of those supports for the targeted groups. However, in order to be successful, the actions necessary to achieve Goal #2 must be systematic and systemic.

To that end, a set of non-negotiables should be developed bridging the gap between vision and strategic action.

Then, an evidence-based model of schooling that can enable the district to accomplish Goal #2 is necessary. However, that model must be evidence-based for the type of work the district needs to do. A Tiered System of Supports is evidence-based to attain that goal and the state of Massachusetts has a comprehensive model that can be used by the district (MTSS).

The data obtained from the focus group interviews, the pattern of enrollment, the current and trended level of student performance and the strategic plan all align with a tiered-system of supports model. The tiered-system of supports model will address the following district needs:

1. Provide additional levels of instructional supports (academic and behavior) that are systematic and systemic in nature.
2. Provide consistency in processes and procedures for identifying, developing, implementing and evaluating the instructional needs of diverse learners.
3. Provide targeted supports to schools in the district based on the unique needs of those schools.
4. Provide data at the district and school levels to provide a multi-tiered system of school supports (district level) and student supports (school level).

5. Integrate instruction and supports at the different levels with the scope, sequence and pacing of instruction at Tier 1. This will provide a greater opportunity for students to benefit from instruction that is aligned with state standards.
6. Provide school leaders with a common language/common understanding for the provision of tiered supports across schools.
7. Ensure that support staff (speech, psychology, counseling, specialists) have a common frame for instructional and related supports.
8. Utilize all district staff to focus their practices in support of highly effective and efficient instruction and instructional supports.
9. Utilize a District-Based Leadership Team (DBLT) and School-Based Leadership Teams (SBLTs) to facilitate the implementation of the MTSS.
10. Use the SBLTs and a problem-solving process to inform instruction to improve the performance of ALL students rather than relying on the CST process.
11. Improve the impact of instruction in Tiers 1, 2 and 3 so that special education is not perceived as the primary intervention service for the district.

## Appendices

### Review Schedule

**Monday, December 5, 2016**

***Student Services Conference Room, Administration Building- 15 Charter Road, Acton, MA  
01720***

8:00 - 12:00 Three Focus Groups

**8:00-9:30 Breakfast and Focus Group with Superintendents**  
*Glenn Brand, Superintendent; Marie Altieri, Deputy Superintendent;  
Deb Bookis, Assistant Superintendent for Teaching & Learning; Dawn  
Bentley, Assistant Superintendent for Student Services*

**9:45- 10:30 Special Education and Emergent Bilingual Teachers**  
*Special Educators: (Conant), Kasey Conway (McT)  
Emergent Bilingual Educators: Harvest Stephenson (Douglas), Leanna  
Walker (Merriam), Roberto Soto-Garcia (Blanchard, District Chair)*

**10:45 - 11:30 School Committee Members**  
*Diane Baum , Deanne O'Sullivan (both from Acton)*

11:30 - 12:30 Lunch

1:00 - 5:00 Five 45-minute Focus Groups

**1:00 – 1:45 Speech-Language Pathology, Occupational Therapy**  
*SLPs: Lannon Twomey (District Chair), Erica Daigneault (Blanchard),  
Kathy Simmons (Douglas), Allison Larson (Gates)  
OT: Tamara Kucharski*

**2:00 – 2:45 Counselors and School Psychologists**  
*Counselors: Gail Walsh (Blanchard), Hilary Bonnell (Douglas, K-6  
Chair)  
School Psychologists: Greg Wadsworth (Gates), Heather Stouch (McT)*

**3:15 – 4:00 General Education Teachers**  
*Danielle Fredericks, Grade 6 (Blanchard), Ben Wolfson, Grade 4  
(Gates), Jasmin  
Washington, Grade 3 (Merriam)*

- 4:00 – 4:45**                      **Specialists (Reading, Literacy/SS, Mathematics, Science, Curriculum)**  
*Anne Doble (Science Specialist), Heather Haines (Mathematics Specialist)*
- 4:45 - 5:30**                      **Special Education Leaders**  
*Pam Smith (Special Educ. Director), Lynne Laramie (Elementary SE Coordinator)*
- 5:00 - 6:00    Debrief Day 1 with Dawn and Deb

**Tuesday, December 6, 2016**

- 8:00-9:00        **Elementary Principals** (Room 13, Administration Building)
- 9:00-9:30        **Junior High School**  
*Allison Warren (Assistant Principal), Beth Thoman (Special Educator), Joan Celebi (Reading Teacher), Gabby Berberian (Academic Support Center Teacher)*
- 9:30-9:40        Travel to Douglas
- 9:40-9:50        **Douglas Elementary:** Meet with Jenna Larrenaga (Assistant Principal)
- 9:50-10:40      **Douglas Elementary:** Observe at Douglas
- 10:40-10:50     Travel to Blanchard
- 10:50-11:30     **Blanchard Elementary:** Observe Grade 4 MTSS
- 11:30-11:50     **Blanchard Elementary:** Meet with Dana Labb (Principal) and Karen Tower (Assistant Principal)
- 11:50-12:00     Travel
- 12:00-1:00      Lunch
- 1:00- 2:30        Debrief Days 1 and 2 with 4 Superintendents

**Interview Data by Question**

**TO:** Superintendent Glenn Brand  
**FROM:** Peter Cavanaugh, ABRHS Dean of Students  
**RE:** Proposed Changes/Edits to the Acton-Boxborough Regional High School Student Handbook for the 2017-2018 School Year  
**DATE:** 5/11/17 for First Reading at Acton-Boxborough Regional School Committee meeting on 5/18/17 and VOTE at meeting on 6/8/17

*Suggested changes are underlined, with page number noted.  
The handbook is found at <http://abrhs.abschools.org/students>*

## I. SUGGESTED CHANGES

### 1. ALICE (new item to replace Lock down procedures on page 8)

In cases where students and/or faculty are alerted to an emergency situation or security issue, students and faculty are asked to follow the ALICE (alert, lockdown, inform, counter, and evacuate) protocol, and exercise one or more of the options to remain safe.

### 2. Final Grades (page 19)

Final grades are determined by adding the final assessment grade to the grades for all four terms, and dividing by five. Where mid-year assessments are given, the midyear and final each count for 1/10 of the final grade. In semester courses the final assessment will count as (1/5) of the final grade.

### 3. High School Transcript (page 22) (Add The Seal of Biliteracy and delete World Language Awards)

- Honors and Offices: a list of the student's receipt of the following awards, elected offices, and membership in the following honor societies:

Awards Nights Recipients

Principal's Recognition Awards

Community Service Awards (50+ hours)

The Seal of Biliteracy

National Honor Society Membership

National Language Honor Society Membership

Class Leaders

### 4. Dress Code (page 31)

Disruptive clothing is considered clothing upon which any of the following is displayed: obscenities, words or symbols that will knowingly incite others, or words or symbols that



put down (defame) the beliefs or heritages of others. Students will be asked to change or cover clothing that is considered a concern based on the definition above and/or the clothing causes a disruption to learning.

**5. Test Postponement (page 35)**

If you have three or more of the following assessments - test, announced quiz, paper, individual project or presentation or formal lab report - due or taking place on the same day, including at least one test or announced quiz, you may request a test postponement. Please note that if you have three or more assessments on one day, but none is a test or an announced quiz, you cannot request a formal test postponement.

**6. Fines (page 39)**

Parking fines can be paid at the Campus Support Staff Office during regular school hours. All fines are to be paid prior to the end of the school year.

**7. Senior Class Dues (page 40)**

Each member of the senior class participating in senior events and graduation exercises will be required to pay class dues.

**8. Student Identification Cards (page 41)**

If you lose your ID card, you can obtain a replacement from the Campus Support Staff in the Faculty Support Center.

**9. Extracurricular Agreement - Athletics - Senior High School (Appendix 1, page 49)**

During the school year or from the first day of practice, if earlier, a student shall not, regardless of the quantity, use or consume\*, possess, buy, sell or give away any beverage containing alcohol\*\*, any tobacco product, marijuana, steroids or any controlled substance as defined under Mass. General Laws, Ch. 90D, or inhale the vapors of any intoxicating substance such as glue, nitrous oxide and the like, sometimes referred to as "huffing." This policy includes products such as "NA or near beer" and e-cigarettes.

\*It is in a student's best interest to take a breathalyzer to show proof that the student has not consumed or used a controlled substance. Refusing to take a breathalyzer when presented with the opportunity to do so could or may impact the school's investigation of an incident.

\*\*The use of wine or an alcoholic beverage for religious observances does not violate this agreement.

**10. Extracurricular Agreement - Senior High School (Appendix 2, page 53)**

During the school year, or from the first meeting of an extra-curricular activity, a student involved in this activity shall not, regardless of quantity, use or consume\*\*, possess, buy, sell or give away any beverage containing alcohol, \*\*marijuana, steroids or any

controlled substance as defined under Mass. General Laws, Ch. 90D, or inhale the vapors of any intoxicating substance such as glue, nitrous oxide and the like, sometimes referred to as "huffing". This policy includes products such as "NA or near beer" and e-cigarettes. Students using tobacco products within 100 feet of the school property (as described by Mass. General Laws, Ch. 71 Section 2A and 37H) will be subject to penalties of this agreement. Smoking or any use of tobacco products is also prohibited during all school activities off school property.

\* Students involved in athletics should see "Extracurricular Agreement – Athletics."

\*It is in a student's best interest to take a breathalyzer to show proof that the student has not consumed or used a controlled substance. Refusing to take a breathalyzer when presented with the opportunity to do so could or may impact the school's investigation of an incident.

\*\*\*The use of wine or an alcoholic beverage for religious observances does not violate this agreement.

## **11. Suicide Prevention and Awareness Education and Supports (Appendix 16)**

Protecting the health and well being of all students is of utmost importance to the school district.

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends.
2. The secondary Counseling Chairperson is the suicide prevention coordinator for the high school and serves as a point of contact for students in crisis and to refer students to appropriate resources.
3. When students are identified as being at risk, they will meet with a school counselor, school psychologist, or school social worker, who, in collaboration with their families, will work to help connect them to appropriate local resources.
4. Students will have access to resources which they can contact for additional support, such as: The National Suicide Prevention Lifeline (1-800-273-8255 / [www.suicidepreventionlifeline.org](http://www.suicidepreventionlifeline.org)).
5. All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
6. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.
7. For a more detailed review of policy changes, please refer to the district's full suicide prevention procedures.

## II. TECHNICAL/GRAMMATICAL EDITS

1. **Requirements through Abusive/Obscene Language (First page of the table of contents)**

The page numbers need to be added to the third column.

2. **Bullying Prevention and Intervention Plan (Second page of the table of contents)**

The page number 78 should be the same font size as the rest of the page.

3. **Alternative Programs (page 1)**

Acton-Boxborough Regional High School offers several alternative education programs, some of which meet during the day and some of which meet after school or in the early evening. Students enrolled in these programs are expected to follow the same rules and procedures outlined in the student handbook. Any additional expectations specific to the alternative program will be distributed in writing by that program.

4. **Mid Year and Final Exams (page 19)**

The word exam will be changed to the word assessment.

5. **Early Finals (page 19)**

The word exam will be changed to the word assessment.

6. **Abusive or Obscene Language (page 38)**

Students are not to use obscene or abusive language or gestures. Such behaviors will result in referral to the Dean of Students.

7. **Sex Education Parent Notification Procedures (page 65)**

Any appeal of decisions made should follow the Acton-Boxborough appeals Process.

## SCHOOL BUS LEASE

This SCHOOL BUS LEASE (the "Lease") is made as of April \_\_\_\_, 2017, by and between NEW ENGLAND TRANSIT SALES, INC., a \_\_\_\_\_ corporation having an address at 30 Progress Avenue, Tyngsboro, Massachusetts 01879 (the "Lessor") and the ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT, a regional school district created under M.G.L. c. 71 §§ 15, *et seq.*, having an address at 16 Charter Road, Acton, Massachusetts 01720 (the "Lessee").

### WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of this Lease; and

WHEREAS, Lessee is authorized pursuant to a bid process under General Laws Chapter 30B and other applicable laws of the Commonwealth of Massachusetts to enter into this Lease for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Equipment. For the rent and upon the terms and conditions herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, thirty (30) Model Year 2018 Thomas MVP 83 Passenger type "D" transit school buses (including two (2) with luggage compartments) (each a "Unit" and collectively, the "Equipment") in compliance with Lessee's specifications attached hereto as **Exhibit A**. Lessor shall deliver the Equipment (registered and stickered) to John David Head at 16 Charter Road, Acton, Massachusetts 01720 on or before July 1, 2017. Lessor shall maintain a full service maintenance facility within fifty (50) miles of the Lessee's school facilities as measured by the "Milo-Mileage Guide". Lessor also agrees to maintain an adequate inventory of spare parts to ensure the Equipment is operational at all times. Lessor acknowledges and agrees that the full service maintenance facility shall cover (i) all warranty work for the Equipment and (ii) any repairs to the Equipment requested by Lessee. Lessee shall pay Lessor for any requested repairs to the Equipment at prevailing market rates for labor and parts. While Lessor is performing any work or repairs covered under warranties on any Unit, if such Unit will be out of service for more than three (3) school days, Lessor will provide Lessee, free of charge, with another Model Year 2018 Thomas MVP 83 Passenger type "D" transit school bus or equivalent for the duration of the time period in excess of the three (3) school days until such time as the Unit is repaired and returned to Lessee. Notwithstanding anything in this Lease to the contrary, Lessor and Lessee agree that Lessee shall have the right upon thirty (30) days' prior written notice to Lessor to reduce the number of Units that Lessee leases from Lessor under this Lease in the event that Lessee reduces the number of bus routes in connection with a change in the school bell starting times for Lessee's school system.

2. Term. The term of this Lease shall commence on August 1, 2017 (the "Commencement Date") and shall expire on July 31, 2022 (the "Expiration Date") or such earlier

date upon which said term may expire, be canceled or be terminated pursuant to any of the terms or provisions of this Lease or applicable law.

3. Rent. On September 1, 2017, Lessee shall make an initial payment of \$11,889.00 per Unit or \$356,670.00 total to Lessor as rent for the Equipment. Thereafter, Lessee shall pay to Lessor annually as rent \$11,889.00 per Unit or \$356,670.00 total on each September 1st until the Expiration Date of the Lease, subject to the availability of funds for this purpose. The rent includes all fees with respect to the Equipment including, without limitation, all delivery and pickup charges, taxes, dealer warranty preparation charges, in-service training, all fees associated with financing the Equipment and all mileage charges in connection with the use of the Equipment.

4. Warranty. Prior to the Commencement Date, Lessor shall deliver to Lessee written warranty certificates evidencing the following warranties with respect to the Equipment: (i) a five-year ("bumper to bumper") warranty, (ii) a five-year 100,000 miles engine warranty, and (iii) a five-year 100,000 miles extended transmission warranty. The warranties shall be in form and substance and from companies satisfactory to Lessee. Lessee is hereby assigned and may assert claims and rights that Lessor may have including, without limitation, any rights under the warranties, against any vendor and/or manufacturer of any of the Equipment. Lessor agrees to use its best efforts to assist Lessee in gaining the cooperation of the vendor and/or manufacturer of the Equipment in providing warranty service or replacement of the Equipment.

5. Maintenance. Except as otherwise provided herein, Lessee will maintain the Equipment in the same condition that Lessee received the Equipment, reasonable wear and tear, defect or damage caused by Lessor's negligence or willful misconduct excepted.

6. Use. Lessee shall use the Equipment in compliance with applicable law. Lessor hereby covenants to provide Lessee during the term with the quiet use and enjoyment of the Equipment.

7. Title to Equipment. Lessor represents and warrants that it has title to the Equipment and that there are no liens or encumbrances on the same. Lessor may not grant any security interest or lien or encumbrance upon the Equipment unless the holder of such security interest, lien or encumbrance first agrees in writing to recognize and agree not to disturb the Lessee's rights to the Equipment under the terms of this Lease. Lessee shall at all times keep the Equipment free of all liens and encumbrances arising from Lessee.

8. Taxes. In the event that the use possession or acquisition of the Equipment is subject to taxation in any form or government charges, Lessor will pay all such taxes and charges as they come due.

9. Insurance. Lessee shall maintain throughout the term of this Lease the following insurance on the Equipment: (i) all risk insurance against loss of or damage to the Equipment for not less than the full replacement value of the Equipment, and (ii) commercial general liability insurance. All such insurance policies shall name the Lessor as an additional insured. The

insurance policies will provide that the insurer will endeavor to provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance.

10. Casualty and Condemnation. During the term of this Lease, Lessee shall bear the risk of loss of the Equipment due to casualty or condemnation. Lessee and Lessor will cause the net proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or replacement of the Equipment. Any balance of the net proceeds after such work or purchase has been completed shall be paid to Lessee. If the net proceeds are insufficient to pay in full the cost of any repair, restoration or replacement, Lessee shall complete the work and pay any cost in excess of the amount of the net proceeds.

11. Event of Default. The following events constitute an "Event of Default" under this Lease:

(a) failure by Lessee to pay any rent hereunder when due for a period of thirty (30) days after written notice is received by the Lessee from the Lessor, specifying such failure; or

(b) failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice is received by the Lessee from the Lessor, specifying such failure; provided, however, if such failure cannot reasonably be cured within thirty (30) days, Lessee shall be allowed such additional time as is reasonably necessary to cure such default so long as: (i) Lessee commences to cure the default within thirty (30) days and (ii) Lessee diligently pursues a course of action that will cure the default and bring Lessee back into compliance with this Lease.

Upon the occurrence of an Event of Default, Lessor shall have the right to terminate this Lease and retake possession of the Equipment in accordance with applicable law.

12. Early Termination of the Lease by Lessee. This Lease is expressly subject to appropriation by the Lessee. If sufficient funds are not appropriated in any given fiscal year of the Lessee, Lessee may terminate this Lease, without penalty or any rent being due, upon thirty (30) days prior written notice.

13. Assignment. Either party may assign this Lease only with the express prior written permission of the other party.

14. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in the same condition that Lessee received the Equipment, reasonable wear and tear, defect or damage caused by Lessor's negligence or willful misconduct excepted.

15. Notices. All notices, certificates or other communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

16. Governing Law; Venue. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

17. Non-Waiver. No covenant or condition of this Lease shall be waived except by the written consent of either party.

18. Incorporation of Statutory Requirements. Lessor's certifications in its bid to the Lessee with respect to this Lease as to compliance with taxes (per M.G.L. ch. 62C §49A) and non collusion (per M.G.L. ch. 30B §10) are hereby incorporated in this Lease and repeated herein by Lessor as if set forth herein in full. Each and every provision required to be included in this Lease by applicable law is by such reference incorporated herein in full.

19. Complete Agreement. This Lease constitutes the entire agreement between the parties and this Lease cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties or as provided in this Lease.

20. Option to Purchase Equipment. Lessee shall have the option to purchase one or more Unit(s) for \$40,000.00 per Unit by written notice to Lessor given on or before January 31, 2022. If Lessee elects to purchase any of the Units, Lessee shall pay Lessor for each such Unit and Lessor shall transfer title for each such Unit to Lessee on August 1, 2022.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as a sealed instrument as of the date first written above.

LESSOR

NEW ENGLAND TRANSIT SALES, INC.

By: \_\_\_\_\_  
Title:

LESSEE

ACTON-BOXBOROUGH REGIONAL  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Title:



EXHIBIT A  
SPECIFICATIONS

# New England Transit Sales, Inc.

December 5, 2016

Acton-Boxborough Regional Schools  
16 Charter Rd.  
Acton, MA 01720

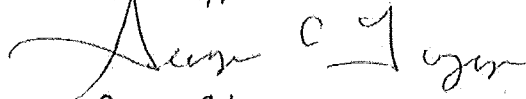
New England Transit Sales respectfully submits the attached bid for the lease of twenty-six (30) 2018 Thomas MVP 83 passenger school buses, including two (2) with luggage compartments. These buses meet or exceed all specifications plus Federal and Massachusetts requirements for school buses and will be available for July 1<sup>st</sup> delivery.

New England Transit, located at 30 Progress Ave., Tyngsboro, MA is an authorized Cummins engine and Allison transmission dealer and will provide all warranty work.

The lease payment of the buses includes all extended warranty including five (5) year bumper to bumper, plus (5) year engine and transmission warranties.

Thank you for the opportunity to be of service.

Sincerely,



George C. Logan

Attachments





# Customer Quotation

Prepared For:  
ACTON-BOXBOROUGH SCHOOL DISTRICT  
16 CHARTER RD. ACTON, MA 01720

Prepared By :

Quote Number:  
323776

Quote Date:  
12/2/2016

Customer Order No:

## Model Profile: MVP-EF 1408S

Product Type:	School Transportation
Year:	2018
Chassis Model:	CHS8
Chassis MFG:	THOS
GVWR:	GVWR
Passenger Capacity:	83
Headroom:	78
Wheelbase:	231
Brake Type:	AIR
Engine Type:	CUMMINS ISB220 DIESEL, 6 Cyl, 220 HP, 2600 RPM
Fuel Type:	DIESEL
Fuel Tank Capacity:	100
Transmission Type:	ALLISON 2500PTS
Axle, Front:	13200-lb Capacity
Axle, Rear:	23000-lb Capacity
Tires, Front:	HANKOOK - 11R22.5 16PLY AH24
Tires, Rear:	HANKOOK - 11R22.5 16PLY Z35A

Includes the Following Equipment:

### BODY

#### ACCESSORIES

- 1 [B551001000] IDENTIFICATION SIGN, REAR-"SCHOOL BUS" LETTERED ON MASONITE
- 1 [B551017000] IDENTIFICATION SIGN - FRONT, MASONITE, EFX
- 1 [B583000000] CERTIFICATE HOLDER - 4" X 6"

#### CERTIFICATION/SAFETY

- 1 [B202001000] FIRE EXTINGUISHER - 5 LB.
- 1 [B209007000] REFLECTORIZED TRIANGLES (3)-REAR OF ENTRANCE DOOR STEPWELL
- 1 [B283607300] EF - ACCUSTYLE HEATED MANUAL REAR VIEW
- 1 [B287906300] EF - EYE-MAX HEATED CROSSVIEW MIRRORS
- 1 [B294023000] AIR STOP SIGNAL-REFLECTORIZED
- 1 [B525235002] ROOF HATCH-SPEC PROLO GRAY (W/BUZZER FEATURE),ENGLISH (2)
- 1 [B583175000] LABEL - U.S. CERTIFICATION
- 1 [B599900001] APPLICATION - SCHOOL
- 1 [D622300000] LABEL-GHG CERTIFICATION ENGLISH

#### DOORS

- 1 [B502014000] AIR DOOR CONTROLLER/STANDARD - EFX
- 1 [B503008000] DOOR HANDLE - NICKEL-PLATED
- 1 [B503504829] AIR, ELECTRIC OR MANUAL OPER O/O ENT DOOR W/VANDALOCK-EFX
- 1 [B505500000] RIGHT SIDE DOOR - NONE
- 1 [B505600000] LEFT SIDE DOOR - NONE
- 1 [B518502000] VANDALOCK - REAR EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT
- 1 [B521004000] STRAP HINGES REAR EMERGENCY DOOR

#### ELECTRICAL - BODY

- 1 [B200126000] PASSENGER ADVISORY SYSTEM - HORN ACTIVATION (CHECK MATE)-EFX
- 1 [B216017000] DEFROSTER FAN MOUNTED OVER WINDSHIELD, CENTER
- 1 [B216018000] DEFROSTER FAN - MOUNTED OVER DRIVER'S WINDOW
- 1 [B231015000] BACKING ALARM - HEAVY DUTY - 112DB
- 1 [B258001400] OUTSIDE SPEAKER HORN - CHASSIS-MOUNTED (TRANSIT)
- 1 [B259111000] PRE-WIRE FOR CUSTOMER INSTALLED 2-WAY RADIO/VIDEO CAMERA
- 1 [B259208000] CELLULAR PHONE POWER OUTLET REAR END WALL OF SWITCH CABINET

- 1 [B260300008] SPEAKERS - EIGHT (8)
- 1 [B260401301] RADIO - AM/FM WITH CD PLAYER AND PAGE (MVP-EF)
- 1 [B303000003] SWITCH BANK - 3, 1 THRU 15
- 1 [B308002011] COMPARTMENT LIGHTS (2) - 98" X 22", RIGHT SIDE
- 1 [B310000000] PILOT LIGHT, 1"
- 1 [B319103140] LIGHT MONITOR - 12/16 LIGHT SYSTEM
- 1 [B320001000] ADDITIONAL DOME LIGHTS (TWO)
- 1 [B320202140] STANDARD DOME LAMPS MVP-EF
- 1 [B323007000] DELUXE DRIVER'S DOME LIGHT
- 1 [B328003000] INTERIOR EMERGENCY DOOR LIGHT - LOCATED OVER RR EMERG. DR
- 1 [B329002000] STEP LIGHT SWITCH (IGNITION ON)
- 1 [B332101000] DIRECTIONAL LIGHTS - FRONT, TWO (2), EFX
- 1 [B336001000] LAMPS-STOP/TAIL/DIRECTIONAL WITH AMBER ARROW/REVERSE
- 1 [B342001000] DIRECTIONAL LIGHTS - SIDE, 4-CANDLE POWER, AMBER, ARROW
- 1 [B358218000] HALOGEN 8-LIGHT WARNING SYSTEM
- 1 [B364041000] MID-MARKER LAMPS - LED
- 1 [B364058000] CLEARANCE LAMPS - LED - EFX
- 1 [B364059000] MARKER LAMPS - LED - EFX
- 1 [B366008000] MARKER & CLEARANCE METAL SHIELD - EFX
- 1 [B380511000] ENGINE HEATER RECEPTACLE-RS FRONT AT ENTRANCE DOOR
- 1 [B383101000] CROSSING ARM DEACTIVATION SWITCH - AIR
- 1 [B384000011] LUGGAGE COMPARTMENT LIGHT SWITCH - 98" X 22", RIGHT SIDE
- 1 [B585737000] AIR OPERATING CROSSING CONTROL ARM
- 1 [B599000002] BATTERY HOLD DOWN BRACKET - STANDARD 3 BATTERY
- 1 [B599063000] BATTERY BOX - STANDARD
- 1 [D901600001] ELEC-PEDESTAL, HEATED SEAT NAT

#### **EXTERIOR**

- 1 [B537000000] COVER LOCK
- 1 [B538002000] LOCKING FUEL CAP
- 1 [B541000140] REEDED SIDE SHEETS - 20 GAUGE, WITH STANDARD GUARD RAILS
- 1 [B542001000] 20 GAUGE REEDED SIDE SHEETS
- 1 [B543000140] BOTTOM RAIL
- 1 [B546001000] EXTENDED REAR WINDOW RAILS
- 1 [B548801000] BRACKET - MOUNTING, LICENSE PLATE, FRONT
- 1 [B565902000] MUD FLAPS - REAR, RUBBER, 22" WIDE WITH LOGO
- 1 [B566001000] MUD FLAPS - FRONT, RUBBER, 15"W WITH LOGO
- 1 [B571001000] FENDERETTES - FOUR (4)
- 1 [B596012002] LUGGAGE COMPARTMENT - SIDE-MOUNTED, 98" X 22", RIGHT SIDE TWO BUSES ONLY

#### **HVAC**

- 1 [B403003000] HEATER - LEFT SIDE, 15,000 BTU
- 1 [B411605000] HI-MILER HEATER HOSE - STEP HEATER
- 1 [B412004050] 84,000 BTU HEATER - 4TH SECTION LEFT SIDE
- 1 [B412012050] 84,000 BTU HEATER - 12TH SECTION LEFT SIDE
- 1 [B412104000] PARALLEL HEATER CONNECTION - REAR HEATERS TWO(2)
- 1 [B414412140] HEATER HOSE - HI-MILER, REAR HEATER

#### **INTERIOR**

- 1 [B150003000] FLOOR STEP NOSING
- 1 [B150632032] BLACK KOROSEAL STEP TREADS - OUTWARD OPENING ENT DOOR - EFX
- 1 [B151163000] STEPWELL GUARD - EFX
- 1 [B152000000] STANDEE LINE (2" WHITE)
- 1 [B153515140] BLACK KOROSEAL FLOOR COVERING WITH 13" CENTER AISLE
- 1 [B157115200] VESTIBULE FLOOR COVERING - BLACK, CENTER AISLE - EFX
- 1 [B158000140] PLYWOOD FLOOR - 5/8" THICKNESS
- 1 [B531000140] 78" HEADROOM
- 1 [B533611000] ACOUSTIC HEADLINING - VESTIBULE MVP-EF

#### **MISC**

- 1 [B599343EFX] EFX BODY ADJUSTMENT
- 1 [B599349000] BODY ADJUSTMENT-EFX 2013 EPA
- 1 [TB-001-312] MVP-EF

#### **PAINT/LETTERING**

- 1 [B144200000] LABEL - DIESEL EXHAUST FLUID (DEF) - ENGLISH
- 1 [B145505000] LABEL - 2010 EPA EXHAUST REGENERATION - ENGLISH
- 1 [B147502100] YELLOW REFLEXITE - 2", PERIMETER OF REAR BUS BODY
- 6 [B147508000] YELLOW REFLEXITE-PERIMETER OF PUSHOUT SASH (28.5" HIGH SASH)

- 1 [B147515000] YELLOW REFLEXITE - PERIMETER OF REAR EMERGENCY DOOR
- 1 [B147535002] REFLECTIVE TAPE-ROOF HATCH YELLOW(2)
- 1 [B147600140] YELLOW REFLEXITE - 2", FLOOR LINE - BOTH SIDES OF BUS BODY
- 1 [D5061SC140] PAINT-EXT WDO AREA SAME AS BODY
- 1 [D506347000] PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 [D506447000] PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 [D506547000] PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 [D506647000] PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 [D506747002] PAINT-EXT BUMPERS FRT/RR BLACK
- 1 [D510646140] PAINT-SOLID COLOR YELLOW

### **SEATS**

- 1 [B610000095] BELT-ELR SHOULDER/PUSH BUTTON LAP
- 1 [B620039090] KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,RT SIDE
- 1 [B640139200] 39" BARR-VERT,WALL MT 45"H RS 2009
- 1 [B640239000] 39"8DEG BARR-REV. WALL-MT 45"H 2009
- 2 [B660001121] SPANISH GREEN UPHOLSTERY-45"HIGH RECESSED BARRIER
- 1 [D900104001] SEAT-DRIVER NATIONAL W/HEAT
- 1 [D900302001] ARMREST NATIONAL DRVR'S ST. BOTH SIDES
- 1 [D900403003] UPH DR.ST.FABRIC BLK NATIONAL
- 1 [D900503007] PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 [D900602001] COVER PEDASTAL NATIONAL NONE
- 1 [D900802001] RETAINER NATIONAL DR.ST.BELT NONE
- 1 [D900902001] POUCH-DR.ST.STORAGE NONE
- 1 [D901200003] RISER-DRIVERS SEAT, NATIONAL NONE
- 28 [D930401166] 42 OZ SPANISH GREEN UPHOLSTERY - S3B SEAT
- 13 [D935039000] S3B 39"RS WALL MT RESTRAINING/LAP/RETRACTOR
- 1 [D935126000] S3B 26"LS WALL MT RESTRAINING/LAP/RETRACTOR
- 13 [D935139000] S3B 39"LS WALL MT RESTRAINING/LAP/RETRACTOR
- 1 [D935838000] S3B 38"RS TAPER RESTRAINING/LAP/RETRACTOR
- 1 [D939201000] S3B WALL MT HARDWARE-RESTRAINT

### **WINDOWS/GLASS**

- 1 [B132400000] STANDARD SASH MILL FINISH
- 1 [B161017000] TINTED TEMPERED GLASS - DRIVER'S WINDOW,MILL FINISH FRAME
- 1 [B161105000] TINTED TEMPERED GLASS-OUTWARD OPENING ENT DOOR, UPPER/LOWER
- 1 [B161106140] TINTED TEMPERED GLASS - COMPLETE - EFX
- 1 [B162014000] TINTED WINDSHIELD W/5" BAND - EFX
- 3 [B164410000] TINTED TEMPERED PUSHOUT-LEFT SIDE,VERTICAL HINGE
- 3 [B164411000] TINTED TEMPERED PUSHOUT-RIGHT SIDE,VERTICAL HINGE
- 1 [B700701002] TINT TEMP GLASS-COMP (28.5")
- 1 [B700900003] WINDOW STOPS (12")

### **OTHER**

- 1 [B259119000] GPS - ZONAR SYSTEM, EFX
- 1 [D900702001] SLIDE STOP NATIONAL DR.ST. NONE

## **CHASSIS**

### **AXLES AND SUSPENSIONS**

- 1 [C145634000] AXLE - REAR, DET 23K, 5.87 RATIO
- 1 [C386005000] SYNTHETIC LUBE STD W/AXLE
- 1 [C386006000] SYNTHETIC LUBE STANDARD W/Front AXLE

### **BRAKES**

- 1 [C206004000] MERITOR QP6 REAR BRAKES - 16 1/2" X 7"
- 1 [C207030000] ANTILOCK BRAKES(AIR)-MERITOR/WABCO FOR REAR AXLE (8)
- 1 [C209701000] DUST SHIELDS - 5" FRONT BRAKES FOR AIR BRAKES - MERITOR
- 1 [C209703000] DUST SHIELDS - 7" REAR BRAKES FOR AIR BRAKES - MERITOR

### **CHASSIS EQUIPMENT**

- 1 [C117202000] AIR ACCESSORY SYSTEM (MVP-EF EQUIPPED WITH AIR BRAKES)
- 1 [C336501000] 100 GALLON FUEL TANK BETWEEN THE RAILS
- 1 [C340501000] TOW HOOKS, FRONT - TWO (2)
- 1 [C341506000] 153 3/8" REAR FRAME OVERHANG
- 1 [C422002000] TILT-TELESCOPING STEERING COLUMN

### **ELECTRICAL - CHASSIS**

- 1 [C361504000] AMMETER, 300 AMP, DASH-MOUNTED (8)
- 1 [C367101000] IGNITION KEYED ALIKE WITH KEY CODE "D 250" (MVP-EF MODELS)
- 1 [C367624000] DAYTIME RUNNING LIGHTS W/START INTERUPT

### **ENGINE AND EQUIPMENT**

- 1 [C115806000] AIR DRYER-BENDIX AD9 W/HEATER CUMMINS ISB-200 2013 EPA
- 1 [C135801000] LEECE-NEVILLE 185 AMP PAD-MNTED ALTERNATOR-CUMMINS ISB 2013
- 1 [C181618000] TRIPLE 12-VOLT BATTERIES CUMMINS ISB EFX - 2013 EPA
- 1 [C207900998] CUMMINS TURBO BRAKE - NONE
- 1 [C221003000] CRUISE CONTROL - CUMMINS ISB ENGINE
- 1 [C221270000] VEHICLE SPEED LIMITING(70 MILES PER HOUR SETTING)
- 1 [C221315000] IDLE SHUTDOWN TIMER(15 MINUTE SETTING)
- 1 [C230539000] FUEL/WATER SEPARATOR WITH HEATER - EFX, CUMMINS ISB
- 1 [C231605000] BLOCK HEATER - 750 WATT, 120 VOLT (CUMMINS ISB'02)
- 1 [C231610000] 6' BLOCK HEATER ELECTRIC CORD - FRONT/REAR RECEPTACLE
- 1 [C241014220] CUMMINS ISB-220 ENGINE (EFX) 2013 EPA
- 1 [C599305000] CUMMINS 2017 MODEL YEAR
- 1 [C599343EFX] EFX CHASSIS ADJUSTMENT

### **TRANSMISSION AND EQUIPMENT**

- 1 [C600302126] ALLISON 2500PTS SERIES TRANSMISSION CUMMINS ISB-220 2013 EPA
- 1 [C605000101] ALLISON FUEL SENSE-BASIC, DSS MED

### **WHEELS AND TIRES**

- 2 [C528000001] HANKOOK - 11R22.5 16PLY AH24
- 4 [C528002001] HANKOOK - 11R22.5 16PLY Z35A
- 1 [C597100000] TIRE BALANCING
- 6 [C656003000] AC DISC WHEEL - 7.5 X 22.5 (HUB-PILOTED TYPE) 5-HOLE-(BLACK)
- 1 [C656501000] HUB-PILOTED WHEEL EQUIPMENT - 23,000 LB AXLE

### **DEALER ADD On's**

#### **EQUIPMENT**

- 1 6 VIDEO CAMERA AND GPS SYSTEM
- 1 LETTERING
- 1 SAFETY EQUIPMENT
- 1 WINTER BLADES

Meets all FMVSS requirements in effect at the time of manufacture.

540 CMR: REGISTRY OF MOTOR VEHICLES  
BID TO THE SUPERINTENDENT OF SCHOOLS  
ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT  
FOR  
Lease of School Buses

The undersigned, as bidder, declares that all persons or parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any person, firm, or corporation; that no official, employee or agent of the Acton-Boxborough Regional School District or the Towns of Acton or Boxborough has a direct or indirect pecuniary interest in this bid; that he/she has carefully examined the bid specifications, read the contract documents, and that he/she proposes and agrees to contract with the Schools, in the form of a contract (at a minimum incorporating the terms of this request for bids) to be deposited with the Schools, to provide and furnish the specified equipment.

Bidder hereby agrees to deliver the work in this contract by [July 1, 2017] [Note: Confirm delivery date.]. Pursuant to MGL Chap. 62C, Section 49A, the bidder certifies under penalties of perjury that he has complied with all Massachusetts laws relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

The Bidder certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or any other organization, entity, or group of individuals.

LEASING OF SCHOOL BUSES  
IN THE CONTRACT:

Annual Lease Payment, Per Bus, For Five Year Lease (payments are to be equal annual installments, with first payable on [August 1, 2017], and with the remaining four (4) installments payable annually thereafter on the anniversary of the initial payment): \$ 11,889.00 per unit, per year

eleven thousand eight hundred and eighty-nine thousand dollars  
(written)

\$ 40,000 residual payment at lease end

forty thousand dollars  
(written)

540 CMR: REGISTRY OF MOTOR VEHICLES

STATEMENT OF EXPERIENCE: The bidder declares that he has successfully accomplished similar work in the following places and offers the names and phone numbers designated as references to whom inquiries may be addressed:

Avon Public Schools - Kathy McDonald - 508-588-0230

Buckingham Browne & Nichols School - Bob Savage - 617-800-2781

Provincetown Public Schools - Betty White - 508-487-5005

Dee Bus Service - Bo Dee - 978-425-4706

Braintree Public Schools - Patty Ruprecht - 781-380-0728

Acton-Boxborough - JD Head - 978-264-3327

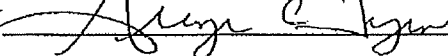
The full names and addresses of all persons and parties interested in this bid as principals are as follows:

George C. Logan, New England Transit Sales, 30 Progress Ave., Tyngsboro, MA

This bid must bear the written signatures of the bidder or his/her authorized agent. If the bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner, and the title of such officer must be stated.

NAME New England Transit Sales, Inc.

ADDRESS 30 Progress Ave., Tyngsboro, MA 01879

BY 

TITLE President

DATE 12/5/16

TELEPHONE 978-649-0777

FAX 978-649-0642

540 CMR 7.00 MINIMUM STANDARDS FOR CONSTRUCTION AND EQUIPMENT OF SCHOOL BUSES



CERTIFICATE OF CORPORATE RESOLUTION

At a duly authorized meeting of the Board of Directors of the

New England Transit Sales, Inc. held on 12/2/16  
(Name of Corporation) (Date)

it was voted, that

George C. Logan President  
(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named Corporation and that George C. Logan is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Joseph H. Clements  
Clerk

12/2/16  
Date

Corporate Seal Here (if applicable)

Bid Specifications/Bid Specification Exception Sheet

83 Passenger - Type D School Bus Specifications

All buses to be a new 2018 model as described in these specifications. Minimum specifications are listed below and each bidder must state to the right of the listed specifications the compliance details that pertain to the unit bid indicating size, quality, range and information as necessary to determine unit quality. Bidders' specifications must meet or exceed minimum specifications and must be listed in detail to be considered to be qualified bidder. All specifications shall meet or exceed those specifications as set forth by the Massachusetts Department of Transportation, Federal Department of Transportation and the Massachusetts Minimum Safety Standards for Construction of School Buses in effect at time of manufacture.

	<u>Vehicle Specification Bid On</u> (Indicate "same", "yes" or explain exception)
DELIVERY DATE: on or before July 1\2017	
1. MODEL YEAR: 2018 or current model year.	YES
2. AIR CLEANER: dry type with easily changeable element, isolated from direct road spray.	YES
3. AIR RESTRICTION INDICATOR: indicator installed to monitor air-flow from cleaner to engine.	YES
4. ALTERNATOR: 185 amps.	YES
5. AXLE, FRONT: 13,200 lbs.	YES
6. AXLE, RATING: front axle rated @ 13,200 lbs or better.	YES
7. AXLE RATIO: (5.71) with electronic transmission.	YES
8. AXLE, REAR: 23,000 lbs or better passenger.	YES
9. BATTERIES: located on left side of body on slide out tray, 3- Group 3112-volt battery, minimum of 2700CCA.	YES
10. BACKING SAFETY HORN: activated when bus in reverse gear, 112 db.	YES
11. BRAKES: full ail'.	YES
12. BRAKES: four channel anti-lock brakes (ABS).	YES
13. BRAKES: ABS Indicator lamp indicating system status mounted on dash.	YES
14. BRAKES, SLACK ADJUSTERS: automatic slack adjuste's.	YES
15. BRAKE DRUMS & SHOES: front 16 Y,x 7, both with o/., inch lining.	YES
16. BRAKE SHOES: extended service brake shoes required.	YES

- |   |     |
|---|-----|
| 17. BRAKES/SHIELDS: front and rear dust shields.  | YES |
| 18. BRAKES, DRYER: Bendix AD-9 air dryer installed between air compressor and wet tank with heater.   | YES |
| 19. BRAKES, TANK CAPACITY: air tank capacity minimum 3000 cubic inches.   | YES |
| 20. BRAKES (Emergency/Parking): Spring brake system with 30 sq. in. chambers modulated through treadle valve. Separate dash mounted valve for parking/emergency brake application.  | YES |
| 21. BRAKE, COMPRESSOR: Air compressor 13.2 CFM rating, gear driven.   | YES |
| 22. BUMPERS: front and rear, minimum 3/16-inch steel painted black. Rear bumper to be minimally extended 2 inches. Rear bumper to have double A frame bracing, BOLTED to frame (welding not acceptable), rear bumper to wrap around sides a minimum of 14 inches. | YES |
| 23. BUMPER, REAR: designed to prevent damage to all directional lights, backup lamps and school warning lamps.  | YES |
| 24. CONTROLS, DRIVER:   | YES |
| -Column mounted dimmer switch w/ indicator light  |     |
| -Hazard switch on steering column   |     |
| -Self canceling turn signal with indicator lights   |     |
| -Dash mounted transmission shifter  |     |
| -Push/pull switches or rocker switches  |     |
| 25. COOLING FAN: fully on-fully off thermostatically controlled fan clutch.   | YES |
| 26. DAYTIME RUNNING LIGHTS: required.   |     |
| 27. DRIVE LINE: Steel drive shafts minimum of 4". Each shaft to be balanced prior to installation.  | YES |
| 28. DRIVE LINE: protective drive line guards to be installed on each section.   | YES |
| 29. ENGINE: 220hp and 520 foot pound of torque @ 1600 RPM. Cummins ISB or equivalent. Engine must include integral exhaust brake with variable turbo.   | YES |
| 30. ENGINE BLOCK HEATER: minimum of 750 watts with flip open weather proof cover, mounted as close to front as possible.  | YES |
| 31. ENGINE: Fully electronically controlled with heater intake grid for easy starting and reduced emissions.  | YES |
| 32. ENGINE WARRANTY: 5 year, 100,000 miles  |     |

warranty.	YES
33. ENGINE: high idle and throttle electronically controlled.	YES
34. ENGINE: low idle control to minimize vibration.	YES
35. ENGINE HOOD: To be seven inches or less in height for easy access for driver.	YES
36. ENGINE HOOD: Separate service lid for CDL checks.	YES
37. EXHAUST SYSTEM: single horizontal system, minimum 4 inches in diameter. 16-gauge from manifold to muffler.	YES
38. EXHAUST: 16-gauge tailpipe 4 inches in diameter routed to rear of bus, pipe hangers to be spring steel with rubber isolators. All clamps to wide band design. The tailpipe shall exit the rear of the bus.	YES
39. FRAME: minimum 50,000 PSI rails, 9.5 inch with three-inch flange.	YES
40. FUEL SYSTEM: 100 gallon between frame rail tank, for maximum safety and best weight distribution for winter operation.	YES
41. FUEL SYSTEM: fuel sender inspection plate and locking fuel fill door.	YES
42. FUEL SYSTEM FILTERS: Primary heated fuel filter/water separator with see-through bowl and self-venting drain. Secondary filter of spin on type located on engine supplied engine supplier.	YES
43. HORNS: dual horns protected from direct splash and road spray.	YES
44. IGNITION: key operated; all <u>units to be keyed alike</u> .	YES
45. INSTRUMENTS: Complete array of <u>individual</u> gauges required: voltmeter, ammeter, speedometer w/ seven digits, odometer, fuel gauge, oil pressure gauge, coolant temperature gauge, dual air pressure gauges, tachometer, engine hour meter, engine warning system for low oil pressure or high temperature, lighted message bar/buzzer to "check gauges". Interior driver operated microphone/speaker system.	YES
46. PAINT: the chassis, frame, bumpers, wheels shall be painted black.	YES
47. SHOCK ABSORBERS: Front and rear direct acting double action piston type tuned to match springs.	YES
48. SUSPENSION, FRONT: parabolic with 2 taper	

leaf springs rated at 6,600 lbs each.	YES
49. SUSPENSION, REAR: Semi-elliptic, progressive variable rate 13leaf slipper type springs rated @ 11,500 lbseach.	YES
50. STEERING: Ross TAS-65 or equivalent with integral design with one-piece drag link.	YES
51. STEERING: Power steering pump shall be gear driven.	YES
52. STEERING: <u>telescopic and tilt</u> , steering wheel.	YES
53. TIRES, FRONT: IIR 22.5 H ply highway tread - minimum 14 ply.	YES
54. TIRES, REAR: IIR 22.5 H ply traction tread - minimum 14 ply.	YES
55. TOW HOOKS: front and rear frame mounted tow hooks.	YES
56. TRANSMISSION: Allison electronic transmission with five forward speeds.	YES
57. TRANSMISSION WARRANTY: 5 years unlimited.	YES
58. TRANSMISSION COOLER: transmission oil cooler with minimum heat exchange capacity of 1350 BTUs.	YES
59. VALVES: heater water shut off valves located in engine compartment to isolate hot water from the body.	YES
60. VALVE: heater water regulator valve accessible to the seated driver to regulate hot water flow to the body.	YES
61. WHEELBASE: 231 inches.	YES
62. WHEELS: Hub piloted 10 stud disc wheels painted black.	YES
63. ACCESSORY POWER SOCKET: provided in dash area for cellular telephone, socket to include protective rubber cap.	YES
64. AUXILARY FAN: one six inch fan with protective metal guard mounted top dead center over the windshield controlled by a two-speed switch.	YES
65. ACOUSTIC HEADLINER: acoustic perforated headlining driver's and first body section.	YES
66. AIR INTAKES: dual fresh air- intakes at right and left sides, one to provide fresh dry air to the defroster system, one to provide fresh air to the driver. Driver's fresh air vent shall be easily reached by seat driver.	YES
67. BATTERY COMPARTMENT: under floor battery	

compartment with sliding tray with captive pin for batteries with locking latch.	YES
68. BODY CONSTRUCTION: shall meet or exceed requirements of FMVSS 221, JOINT STRENGTH.	YES
69. BODY CONSTRUCTION: one-piece 14-gauge roof bows with welds.	YES
70. BODY CONSTRUCTION: interior side gusset of 15 gauge die formed steel, running the full length of the bus in the critical crash zone from 12 1/2, inches above the floor, to 7 1/4 inches below the floor. This protective gusset is in addition to, not part of, exterior sheet metal for passenger impact protection.	YES
71. BODY CONSTRUCTION: floor construction to meet FMVSS 221 constructed of 14-gauge galvanized steel.	YES
72. BODY CONSTRUCTION, EXTERIOR SIDE PANELS: 20-gauge or better side panels. Panels shall be one piece extending from window to skirt.	YES
73. BODY CONSTRUCTION, RUBRAILS: 4 - die formed 16-gauge steel protective rails, one beneath the windows, one at the seat level, one at the floor level, and one located at the bottom of the skirt (snow rail), painted black.	YES
74. BODY CONSTRUCTION: The seat rail must run around the rear of the bus to the emergency door.	YES
75. BODY CONSTRUCTION: Snow rails <u>must</u> run the full length of the bus except at wheel-houses.	YES
76. BODY SHEETMETAL: all exterior steel shall be mill-applied zinc coated, treated with electrodeposited prime re-coated with rust resistant bonding zinc after fabrication and before assembly.	YES
77. BODY SHEETMETAL: reeded exterior sheet metal 20 gauge minimum.	YES
78. BODY SHEETMETAL: interior aluminized mar proof walls, 22-gauge minimum.	YES
79. BODY SHEETMETAL: roof sheets, 20 gauge minimum one-piece sheets window to skirt.	YES
80. BODY UNDERCOATING: the entire body shall be fully undercoated.	YES
81. CHILD CHECK SYSTEM: Vehicle to be equipped with Child Check Mate System.	YES
82. DEFROSTER: 90,000 BTU's full length fixed	

outlets including driver's sash with nozzles directed at the entrance door.	YES
83. DOOR, ENTRANCE: outward opening air entrance door with keyed alike security lock.	YES
84. DOOR, EMERGENCY: a rear emergency door located in the rear center with upper and lower glass.	YES
85. DOOR, EMERGENCY: dual hinges with fittings for lubrication.	YES
86. DOOR, EMERGENCY: a VANDAL lock shall be wired to the ignition to disable the bus when the door is locked.	YES
87. DOOR, EMERGENCY: the door when opened shall activate a D.O.T. buzzer.	YES
88. DOOR, EMERGENCY: A retainer to hold the door open in a 90-degree angle is required.	YES
89. EMERGENCY ROOF HATCHES: 2 Transpec or Specialty roof hatches with buzzer installed in compliance with FMVSS 217.	YES
90. EMERGENCY WINDOWS: six (three per side) emergency push out windows with vertical hinges shall be installed equally throughout the bus body in accordance with FMVSS 217. Emergency windows shall have tampering buzzers. "EMERGENCY EXIT" shall be labeled over the window on the outside of the bus in 12 inch black letters.	YES
91. ENGINE COMPARTMENT: Shall be fully insulated to reduce heat and noise in the engine compartment. Height of engine housing shall not exceed 7 inches for easy access to driver's compartment. Entire housing shall be easily removed for engine access.	YES
92. ENGINE COMPARTMENT, ACCESS DOOR: a top hinged door in engine doghouse for CDL checks is required.	YES
93. FENDERS: formed rubber fenders over all wheel housings. Metal "fenderettes" not acceptable.	YES
94. FLAPS: front and rear mud flaps are required.	YES
95. FLOOR COVERING: 5/8 inch exterior grade or treated plywood with wax sealed edges over 14-gauge steel.	YES
96. FLOOR COVERING: black RUBBER floor covering with ribbed aisle. Molded rubber covering over each wheel-house.	YES
97. FLOOR COVERING, STEPWELL: ribbed	

rubber steps, step noses to be white, top step to have white rubber wear plate.	YES
98. FUEL SENDER INSPECTION PLATE: to provide access to fuel tank sender.	YES
99. FUEL DOOR: Spring loaded door.	
100. HEADER PADS: located over all doors, 4-inch minimum.	YES
101. HEADROOM: minimum 78 inches over plywood and floor covering measured in aisle between passenger seats.	YES
102. HEATING SYSTEM: plumbing to all heaters routed to provide hot water to defroster first for maximum safety and visibility.	YES
103. HEATER, DRIVER'S FOOT: minimum 15,000 BTU drivers foot heater with two-speed fan.	YES
104. HEATER, MID SHIP: 84,000 BTU under seat heater with two-speed fan. Heater to be mounted off floor.	YES
105. HEATER, REAR: 84,000 BTU rear under seat heater with two (2) two-speed fans controlled by separate switches. Heater to be mounted off floor.	YES
106. INSULATION: body and roof bows to be completely insulated with 1 1/2 inch R 5.75 insulation.	
107. LETTERING: vinyl lettering to be applied per Acton-Boxboro requirements, in accordance with state and federal requirements. Lettering and bus numbers to be determined at time of order. Lettering to include application of height markings.	YES
108. LETTERING: Include Mass "unlawful to pass...." decal.	YES
109. LIGHTS, SCHOOL WARNING: SCHOOL WARNING LAMPS: Eight way school warning lamps. Lights shall be wired non-sequentially. Lights controlled by a WELDON solid-state flasher.	YES
110. LIGHTS, WARNING: black hoods with black paint surround.	YES
111. LIGHTS, WARNING: shall be internally monitored with a monitor board.	YES
112. LIGHTS, DAYTIME RUNNING.	YES
113. LIGHTS, HEADLAMPS: Halogen.	YES
114. LIGHTS, SIDE DIRECTIONALS: SAE armored directional, forward set in standard	



locations.	YES
115. LIGHTS, SIDE DIRECTIONAL: SAE armored directional between wheel wells.	YES
116. LIGHTS, REAR BACK-UP: minimum two 7-inch white activated when reverse gear is engaged.	YES
117. LIGHTS, REAR DIRECTIONAL: amber arrow.	YES
118. LIGHTS, FRONT DIRECTIONAL: amber arrow.	YES
119. LIGHTS, REAR STOP AND TAIL: red lens.	YES
120. LIGHTS, CLEARANCE AND CLUSTER: as required by state and federal law, all clearance and cluster lights to be armored.	YES
121. LIGHTS, INTERIOR DOME: shall extend the length of the bus.	YES
122. LIGHTS, DRIVERS, DOME: controlled by separate switch.	YES
123. LIGHTS, RED: red light over emergency door wired with clearance lights.	YES
124. LUGGAGE: single compartment two door luggage installed on the service door side with minimum dimensions of 90" - 100" long. TWO BUSES ONLY.	YES
125. MONITOR BOARD: 16 way monitor board shall be located in the driver's compartment to monitor all belt line and school lamps.	YES
126. PAINT, INTERIOR: lead free baked enamel, color: light grey.	YES
127. PAINT, EXTERIOR: lead free, national school bus yellow heat cured polyurethane. Trim to be black. Paint to carry a five-year warranty.	YES
128. MIRRORS: a full array of exterior mirrors in black frames to meet FMVSS 111. Rearview to be heated.	YES
129. RAIN VISORS: roof panels shall have embossed rain visors permitting the window to be opened to the first stop with out allowing rain inside the passenger compartment.	YES
130. REFLECTORS: amber and red reflectors to be attached per federal regulations.	YES
131. REFLECTIVE MARKINGS: located around each emergency exit including roof hatches and windows in accordance with FMVSS 217.	YES
132. REFLECTIVE MARKINGS: located at the floor line running the length of the bus 2	

inches wide.	YES
133. REFLECTIVE MARKINGS: outlining the rear of the bus body.	YES
134. REFLECTIVE MARKINGS: "SCHOOLBUS" in black letters on reflective background.	YES
135. SAFETY EQUIPMENT: chock blocks secured (rubber required), fire extinguisher mounted, METAL FIRST AID kit mounted, Body Fluid Cleanup kit mounted, reflective triangles in box, mounted under drivers seat.	YES
136. SCHOOL LAMPS: hoods.	YES
137. SEAT BELT, DRIVER'S: fully adjustable seat belt and shoulder harness with adjustable tether for shoulder straps.	YES
138. SEAT, DRIVER'S: high back fully adjustable black "Bostrum Routemaster" or equivalent. Seat to have dark fabric insert. Air suspension pedestal.	YES
139. SEAT, PASSENGER: FMVSS 222-restraining seats. All seats to be 39" wide (except left rear seat shall be 26"). 52 oz. dark green upholstery, 83 seat belts. Must be fully retractable.	YES
140. SEATS, BARRIERS: 39" barriers left and right side with legs inset from aisle, right side barrier to have modesty panel.	YES
141. SOUND SYSTEM: AM/FM radio with internal/external PA system to include 8 interior speakers and one external speaker horn.	YES
142. SOLENOID: all body circuits shall be wired through a body solenoid. This solenoid shall disconnect power to body circuits when ignition is turned off.	YES
143. STANDEE LINE: a white inlaid rubber standee line shall be installed in the passenger aisle.	YES
144. STEPWELL: Slant design with three steps, with stepwell guard.	YES
145. STEPWELL, LIGHT: stepwell light to activate when door is opened and clearance lights are on.	YES
146. STOP ARM: air operated stop arm meeting FMVSS 131. Stop arm shall have 2 flashing red lights per side and reflective background. Painted signs are not acceptable.	YES
147. SWITCH PANEL BODY: a full array of labeled, fiber optic illuminated switches.	YES

148. SWITCH, DASH: to have rheostat separate from chassis dash to control illumination.	YES
149. WINDOWS, SIDE: split sash design. All side windows to be 12" clear opening windows with tempered glass. Push out windows to have tempered glass. Driver's sash to have positive-latch.	YES
150. WINDSHIELD: front windshield to be tinted.	YES
151. WINDSHIELD WIPERS: wet arm, wipers, with intermittent two-speed and intermittent speeds controlled by a single switch. To include winter blades.	YES
152. WIRING: all wiring to be color-coded, Wiring shall be protected by manual re-setting circuit breakers. Easy access to terminals, circuit breakers through exterior locking access panel.	YES
153. ROAD SPEED: shall be set at maximum of 70 mph.	YES
154. Buses are to be supplied with a SEON 6 camera system.	YES
155. Buses must come equipped with an integrated real time GPS system	YES

It is expected that the bidder have an adequate inventory of spare parts to insure the Acton/Boxborough Regional School District fleet is operational at all times. The bidder shall be a fully factory authorized dealer for the buses bid, including parts and service. The successful bidder shall guarantee a factory authorized place of service within 25 miles of Acton as determined by the "Milo-Mileage Guide" and will further guarantee that service will be completed on a timely basis. If the authorized place of service is beyond 25 miles from Acton, the successful bidder will be responsible for transporting buses to and from Acton at no cost to the Acton/Boxborough Regional School District, for service on a timely basis.

Thomas Built Bus (TBB)



**TBB EF/EFX School Bus (Orders received on or after 08/06/2014)**

Coverage <sup>1</sup>		
Chassis Component	Time <sup>2</sup>	Distance <sup>2</sup>
TBB Basic Chassis (Type D – EF)	1 Year	Unlimited
TBB Chassis Paint (Type D)	5 Years	Unlimited
TBB Engine (Accessory Equip.)	2 Years	Unlimited
TBB Frame (Incl. Driver's Area & Misc. Sheet Metal)	5 Years	Unlimited
TBB Fuel Tank & Mounting	2 Years	Unlimited
TBB Manufactured Components	2 Years	Unlimited
TBB Suspension Brackets	2 Years	Unlimited
TBB Towing	6 Months	Unlimited
GHG14 <sup>3</sup> (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 <sup>3</sup> Tire (File Direct)	2 Years	24,000 mi/38 400 km
<b>Front Axle(s)<sup>4</sup></b>		
Detroit (File Direct)	5 Years	Unlimited
Non-Detroit (TBB)	5 Years	Unlimited
<b>Rear Axle(s)<sup>5</sup></b>		
Detroit (File Direct)	5 Years	Unlimited
Non-Detroit (TBB)	5 Years	Unlimited

<sup>1</sup>For Informational purposes only; actual coverage may vary depending on vehicle specifications.

<sup>2</sup>Time or distance, whichever comes first

<sup>3</sup>Applies to models 2013 and later domiciled in the United States, check Coverage Descriptions that follow for coverage listed as "GHG14..."

<sup>4</sup>Customers will have only one (1) type of front axle coverage, either Detroit or TBB, depending on how a vehicle is spec'd.

<sup>5</sup>Customers will have only one (1) type of rear axle coverage, either Detroit or TBB, depending on how a vehicle is spec'd.

Coverage <sup>6</sup>		
Body Component	Time <sup>7</sup>	Distance <sup>7</sup>
TBB Basic Body (Type D – EF)	1 Year	Unlimited
TBB A/C System	2 Years	Unlimited
TBB Manufactured Components	2 Years	Unlimited
TBB Miscellaneous (Accessories, Compartments, etc.)	2 Years	Unlimited
TBB Paint	5 Years	Unlimited
TBB Passenger Doors	2 Years	Unlimited
TBB Seat and Barrier Frames	5 Years	Unlimited
TBB Seats, Barriers, and Stanchions	2 Years	Unlimited
TBB Storm Glass and Windows	2 Years	Unlimited
TBB Structure and Sheet Metal	5 Years	Unlimited
TBB Towing	6 Months	Unlimited

<sup>6</sup>For Informational purposes only; actual coverage may vary depending on vehicle specifications.

<sup>7</sup>Time or distance, whichever comes first

**Warranty Statement & Warranty Coverage Descriptions follow on page three of this document.**

*The information provided in this document is for general information only and is not offered as customer's warranty.*

*This coverage may be superseded without notification.*

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Thomas Built Bus (TBB)



**TBB EF/EFX School Bus (Orders received prior to 08/06/2014)**

Coverage <sup>1</sup>		
Chassis Component	Time <sup>2</sup>	Distance <sup>2</sup>
TBB Basic Chassis (Type D – EF)	1 Year	Unlimited
TBB Chassis Paint (Type D)	5 Years	Unlimited
TBB Engine (Accessory Equip.)	2 Years	Unlimited
TBB Frame (Incl. Driver's Area & Misc. Sheet Metal)	5 Years	Unlimited
TBB Fuel Tank & Mounting	2 Years	Unlimited
TBB Manufactured Components	2 Years	Unlimited
TBB Suspension Brackets	2 Years	Unlimited
TBB Towing	6 Months	Unlimited
GHG14 <sup>3</sup> (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 <sup>3</sup> Tire (File Direct)	2 Years	24,000 mi/38 400 km
<b>Front Axle(s)<sup>4</sup></b>		
Detroit (File Direct)	5 Years	Unlimited
Non-Detroit (TBB)	5 Years	Unlimited
<b>Rear Axle(s)<sup>5</sup></b>		
Detroit (File Direct)	5 Years	Unlimited
Non-Detroit (TBB)	5 Years	Unlimited

<sup>1</sup>For informational purposes only; actual coverage may vary depending on vehicle specifications.

<sup>2</sup>Time or distance, whichever comes first

<sup>3</sup>Applies to models 2013 and later domiciled in the United States, check Coverage Descriptions that follow for coverage listed as "GHG14..."

<sup>4</sup>Customers will have only one (1) type of front axle coverage, either Detroit or TBB, depending on how a vehicle is spec'd.

<sup>5</sup>Customers will have only one (1) type of rear axle coverage, either Detroit or TBB, depending on how a vehicle is spec'd.

Coverage <sup>6</sup>		
Body Component	Time <sup>7</sup>	Distance <sup>7</sup>
TBB Basic Body (Type D – EF)	1 Year	Unlimited
TBB A/C System	2 Years	Unlimited
TBB Manufactured Components	2 Years	Unlimited
TBB Miscellaneous (Accessories, Compartments, etc.)	2 Years	Unlimited
TBB Paint <sup>8</sup>	5 Years	Unlimited
TBB Passenger Doors	2 Years	Unlimited
TBB Seat and Barrier Frames	5 Years	Unlimited
TBB Seats, Barriers, and Stanchions	2 Years	Unlimited
TBB Storm Glass and Windows	2 Years	Unlimited
TBB Structure and Sheet Metal	5 Years	Unlimited
TBB Towing	6 Months	Unlimited

<sup>6</sup>For informational purposes only; actual coverage may vary depending on vehicle specifications.

<sup>7</sup>Time or distance, whichever comes first

<sup>8</sup>Coverage includes: all components painted by TBB. Paint adhesion pro-rated – Years 1 & 2: 100%; Year 3: 50%; Years 4 & 5: 30%; coverage excludes: fading.

**Warranty Statement & Warranty Coverage Descriptions follow on page three of this document.**

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# Warranty Statement

## 1.1 New Vehicle Coverage

The following section outlines Company standard warranty coverages for all Company vehicles, equipment, chassis, or cabs sold by Daimler Trucks North America and domiciled in the USA (50 states and Washington, D.C.) and Canada. This information is also included in the Owner's Warranty Information Booklet.

See Warranty Coverage Tables for standard warranty coverages by make and model. Additional coverage may apply; verify coverages on-line for specific vehicle warranty.

## 1.2 New Vehicle Limited Warranty

Under this New Vehicle Limited Warranty ("Warranty"), Daimler Trucks North America LLC ("Company") warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This limited warranty applies only to new vehicles sold by an authorized Daimler Trucks North America (DTNA) dealer or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

Daimler Trucks North America LLC reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

## 1.3 Limitations

This warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period. During New Vehicle coverage, warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

## 1.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

## 1.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT

LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

**1.6 Exclusions**

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

**AIR SPRINGS**

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

**ALIGNMENT OF AXLES/WHEELS/STEERING WHEEL**

Each DTNA vehicle manufacturing plant uses a calibrated system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

**AXLE BREATHER VENTS**

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

**INTERIOR COMPONENTS**

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Floor coverings
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery

**CHROME SURFACES, ALUMINUM AND STAINLESS STEEL COMPONENTS**

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper

- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

**CLUTCH ADJUSTMENT**

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

**COMPETITION**

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

**CONSUMABLE PARTS**

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered for a limited time:

Make	Consumable Parts Coverage
TBB Bodies & TBB Chassis	Up to 30 days from in-service date
FCCC Chassis	Up to 15,000 miles (24 000 km)

These items are:

- Antennas
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Fluids
- Fuses
- Light bulbs
- Mud flaps
- Mud flap mounting brackets
- Caps (radiator, surge, fuel tank)
- Receiver-dryer filter
- Windshield washer nozzles
- Windshield wiper blades

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Filters (fuel, air, oil, water)
- Fluids (unless low due to a warrantable failure)
- Lubricants

#### CORROSION

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion/Perforation, Cowl Corrosion/Perforation, or Aftermarket Parts Warranty.

Exclusions to corrosion warranty include, but are not limited to, the following:

- Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance

#### DAMAGE

The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions

- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

#### ENGINE

The engine, including all of its components as supplied by the engine manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

#### ENGINE BRAKES, AIR COMPRESSORS, AND OTHER PROPRIETARY ENGINE COMPONENTS

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob® Brake component must be filed directly to the engine manufacturer.

Failures on non-proprietary engine components can be filed through DTNA.

#### EXHAUST SYSTEM CLAMPS

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

#### GLASS, MIRRORS, LENS

Glass, mirror or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

#### MISAPPLICATION OF VEHICLE

The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

#### MISCELLANEOUS EXPENSES

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo



- General housekeeping supplies (i.e., rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance (unless coverage is specifically stated in the applicable warranty coverage table)
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of dealer, body builder, or customer-installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

**MODIFICATIONS TO ORIGINAL EQUIPMENT**

Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If Dealers or customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

**PAINT**

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company
- Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:
- Underside of the hood, including the inside of the wheel wells
- Inside of the bumper
- Aftertreatment devices

**Gloss**

Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Data Books) will not be covered under this warranty.

**SHIP LOOSE ITEMS AND COMPONENTS**

During the manufacturing process, certain vehicle components are normally placed in the cab of the vehicle or strapped down to the chassis for security reasons. It is the Dealer's responsibility to mount these "ship loose" items in the correct location on the vehicle. Mounting of "ship loose" items will not be covered under warranty.

These items include, but may not be limited to, the following:

- Antennas
- Fire extinguishers
- Winter fronts
- Spare wheels/tires
- Chrome lug nut covers
- Driver's pouch
- Jacks

**TRANSMISSIONS**

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

**ROUTINE MAINTENANCE**

Routine inspection, maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

**INITIAL OPERATING PERIOD**

The Initial Operating Period (IOP) for Daimler Trucks North America LLC vehicles is as follows:

Make	Initial Operating Period
Freightliner Custom Chassis Corporation (FCCC)	Up to 25,000 miles/ 40 000 km
Thomas Built Bus (TBB) bodies and TBB chassis*	Up to 6 months from the date of In-service

\*TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

See CONSUMABLE PARTS elsewhere in this section.

Exclusions from warranty during the Initial Operating Period are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during or after the initial operating period.
- Claims for re-routing of electrical wiring, hoses, or lines which meet Daimler Trucks North America's

routing standards will not be paid under warranty during or after the initial operating period.

- Final preparation of the vehicle for customer delivery to include cleaning/vacuuming of interior, washing windows, washing the exterior, polishing exterior chromed or painted surfaces are considered as ordering-Dealer responsibilities. Claims for these activities will not be paid under warranty during or after the initial operating period.

#### TEST VEHICLES

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

#### TIRES AND TIRE BALANCING

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

#### 1.7 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired.

To ensure the Owner receives proper warranty recognition, the ownership information should be updated in the Company system.

#### 1.8 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

#### 1.9 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

#### 1.10 Owner's Responsibilities

It is the Owner's responsibility to ensure the vehicle is maintained as outlined in the Driver's/Operator's and Maintenance Manuals. It is important that the new Owner becomes familiar with the contents of the warranty information. When the Owner first receives the vehicle, Dealer should review the Owner's Warranty Information booklet with the Owner.

To initiate warranty for all makes except TBB Bodies and TBB Chassis, customer must complete and sign the Warranty Start Form (WAR275). Dealer must attach the Warranty Start Form to the Product Registration screen in OWL.

For TBB Bodies and TBB Chassis, customers should contact their TBB dealership to initiate warranty.

## Chassis Coverage Descriptions

#### TBB Basic Chassis (Type D - EF/EFX)

Coverage includes all factory-installed components of the chassis that are not excluded elsewhere in this warranty or by special agreement or described as having a different time, or distance, or listed separately on each new vehicle coverage chart.

Includes: air compressor and governor, air compressor mounting bracket, air valves, air cleaner (except element), body (gasket), mounting bracket and bolts, alternators, alternator mounting bracket, alternator assembly, air throttle (including all components), air dryers, battery (prorated after 12 months), battery cables, clean power cable (battery to Trans), clean power cable (battery to cab), clean power cable (battery to engine), driveline, slip joint boot/clamp, universal joint, drive shaft, yoke/spline, bearing, bearing mounting, electrical system, ESC controller, programming, Electronic Control Module (ECM), exhaust system, muffler; basic assembly, mounting bracket/support, guard/heat shield, pipes: mounting bracket/support, stack cap, guard/heat shield, tail pipe, exhaust pipe and flange, crossover pipe, flex pipe, mitigator, fan drive and clutch, engine fans: fan blade assembly, fan clutch control, on/off fan drive, viscous fan drive, fan pulley, relay/magnetic switch, fan shaft and mounting (for all gear driven fan hug assembly), solenoid, temperature switch, fan system - hydraulic, fuel system (including hoses and lines), air inlet system: air intake grille, air inlet box/water separator, stack mounting bracket, air inlet cap/scoop, air inlet temperature control system, air restriction indicator, air inlet pipe, fuel tanks: mounting bracket and bolts, filler neck/cap and gasket, finish (metal), crash guard, tank body, fuel outlet tube, fuel tank valve/control, air vent, horns, hubs (front and rear, bearings and seals), instruments, electronically operated: bezel/cover plate, circuit board/instrument gauge, fuel level gauge, oil pressure (electrical) gauge, other gauge, rear axle oil temperature gauge, electrical speedometer (electrical) gauge, tachometer (electrical) gauge, transmission oil temperature gauge, voltmeter gauge, harness, PDM distribution harness, hour meter, ammeter module, odometer programming air pressure sender, fuel level sender, other sender, transmission oil temperature sender, speedometer/tachometer dip switch (reprogramming only), tachometer/trip recorder (electronically driven), diesel exhaust fluid sender (DEF), oil coolers, radiators, radiator mounting brackets, surge tank, surge tank mounting brackets, speedometer, speedometer/tachometer circuit, housing, electrical, speedometer (electrical) gauge, speedometer/tachometer dip switch (programming only), starter, cranking system: harness, PDM distribution harness, starter motor, relay/magnetic switch, starter motor solenoid, clutch switch, key/ignition switch, springs, springs/suspension: air bag assembly, rubber biscuit (shear or compression), center bolt, spring bracket assembly, shock absorber mounting bracket, control (air suspension only), rear suspension cross member, equalizer/rocker arm and bushing, spring leaf assembly, pins and bushing shackles, lift spring, axle stop, sway bar assembly, torque arm and bushing assembly, trailing arm and bushing assembly, walking beam and bushing assembly, shocks, shock absorber, mounting bracket, steering, pitman arm, steering gear bracket/mounting, steering column assembly and mounting, steering shaft coupling/u-joint, cylinder assembly and valves, power

steering pump mounting gasket, steering gear assembly, drag link, pulley, pump assembly, reservoir assembly, pump seals, steering gear seals, control valve, telescoping steering wheel mechanism, tilt steering wheel mechanism, steering wheel, transmission (manufacturer's warranty applies), wheel end equipment, brake components, wheels, hubs, drums, rotors, wheel seals, bearings, slack adjusters, attaching hardware, backing plate/anchor/dust shield, brake chamber bracket, caliper chamber, chamber diaphragm, wheel brake actuating linkage/cam/camshaft, brake spider, brake shoe return spring (excludes wear), engine mounts (brackets), front mount/bolt, rear mount/bolt

Excludes: Allison transmissions are not covered under this warranty. For Allison transmission claims, please file direct with Allison.

#### TBB Chassis Paint (Type D)

Coverage includes: frame and cross members

#### TBB Engine (Accessory equip.)

Coverage includes: brackets and isolators

#### TBB Frame (Incl. Driver's Area & Misc. Sheet Metal)

Coverage includes: crossmembers, rear suspension, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails (excludes any bolt-on item attached with either conventional or huck bolts), frame rails, frame side rail, reinforcements and gussets, frame rail liners, frame rail extension, s-rails, and any items factory welded to them

#### TBB Fuel Tank and Mounting

Coverage includes: fuel tanks, mounting bracket and bolts, crash guard, tank body

#### TBB Manufactured Components

Coverage includes: only TBB manufactured components

#### TBB Suspension Brackets

Coverage includes: suspension brackets

#### TBB Towing

Coverage includes: maximum payment as displayed, per occurrence, for towing for a defect in material and workmanship of a component that prevents the safe and lawful operation of the vehicle. Currency exchange rate does not apply. Maximum payment as displayed no matter the currency. Reimbursement max: \$250 for units order prior to 01/01/2009 or \$450 for units order on or after 01/01/2009.

If towing is associated with a DTNA warrantable failure, towing charges must be on the same claim. Reimbursement of .5 hour (SRT 939-6020A) to reinstall drivelines if tow company has removed, but not reinstalled, the driveline and the vehicle has and is within the tow coverage.

#### TBB Front Axles

Coverage applies to non-Detroit Axles. Coverage includes: axle (front), non-driving front axle: steering

arm, fitting (zerk), front axle, beam, king pin and bushings, steering knuckle, king pin seal

#### TBB Rear Axles

Coverage applies to non-Detroit Axles. Coverage includes: axle (rear), basic axle components: carrier, companion flange/yoke, carrier gasket, axle housing, axle carrier components: internal bearings, limited slip differential gears/bushings/cross, axle gear set: ring gear bolt, helical gears, planetary gears, ring and pinion gears, shafts and seals: helical drive gear shaft

#### Detroit Front Axles

All warranty inquiries and claims are filed directly to Detroit Axles. Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

#### Detroit Rear Axles

All warranty inquiries and claims are filed directly to Detroit Axles. Please see [www.ddcsn.com](http://www.ddcsn.com) for specific coverage details.

#### GHG14

DTNA warrants that its vehicles are (1) designed, built and equipped so as to conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration Standards greenhouse gas and fuel efficiency standards, and (2) free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for all vehicle emission control items listed below.

Per EPA regulations, A/C components for buses are not covered under GHG14 coverage.

Coverage name/description may vary depending on vehicle specifications; authorized dealers may check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

#### GHG14 Tire (File Direct)

DTNA warrants that its vehicles are (1) designed, built and equipped with tires that conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration greenhouse gas and fuel efficiency standards, and (2) those tires are free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for a period of 2 years or 24,000 miles, whichever occurs first. Claims for failures under this coverage are filed directly to the tire manufacturer.

Coverage name/description may vary depending on vehicle specifications; authorized dealers may check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14 Tire (File Direct)."

## Body Coverage Descriptions

### TBB A/C System (TBB Installed)

Coverage includes: air conditioning: A/C electrical control panel, accumulator/dryer, air conditioner O-ring, compressor clutch, rotary compressor, condenser, fan condenser, air conditioning ducting, evaporator, A/C fitting/pipe, A/C hose, motor, relay/magnetic switch, high side Schrader valve, low side Schrader valves, refrigerant pressure sensor, switch, high pressure switch, low pressure switch, inlet thermistor, outlet thermistor, orifice tube, expansion valve, water valve (internal to the dash mounted A/C-heat unit), blower wheel

### TBB Basic Body (Type D - EF/EFX)

Coverage includes all factory-installed components of the body that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time, or distance, or listed separately on each new vehicle warranty coverage chart.

Includes: air operated components, dash panels, dash plastic, dash switch plates, door controls, doors: air controls, electric controls, manual controls, hold back devices, emergency rear doors, emergency side doors, entrance doors, lift-single/double doors, door handles, hinges, door locks, air pump, vandallocks, door locks, latches, electrical motors, motor/door-air distribution actuator, motor/door-blend air actuator, resistor block, core (heater), air conditioner/heater/defroster ducting, defroster fan, harness, under bus to rear HVAC hose, HVAC control module, motor, mounting/housing (main case) relay/magnetic switch, switch (ether start), radiator fan/shutter override switch, blower wheels, floor covering, step treads, floor plywood, plywood fastening, window frame (excludes glass), windows, push out window, stationary windows, split sash window, split sash storm window, heater cores, cable control, heater core, hose covers/trim, defroster duct, driver's heater, defroster fan, mid-ship heater, heater motor, rear heater, stepwell heater, lights, back-up light, clearance light, directional light, directional side light, dome light, headlights, license plate light, marker light, stop/tail light, stop light, strobe light, warning light, (excludes all bulbs and fading lenses), cowl mount mirror, cross view mirror, rear mount mirror/rear view mirror, heated mirror, inside rear view mirror, seals (windows & doors), seats, anchors, barriers, driver's seat, flipseat, passenger seat/frame (soft goods), lifts & panels, modesty panels, ceiling assist rail, shields, stanchions, wheel chair tie downs, wheel chair lift units, switches, master solenoid disconnect, electrical panel, flashers, fuse panel, harness (wires, connectors, and terminals), body options external (engine) harness, dash harness, flasher plate harness, flasher to cowl harness, front cap harness, front end harness, left hand body harness, LH switch panel harness, overhead switch panel harness, power distribution (on flasher plate) harness, rear cab harness, RH switch panel harness, right hand body harness, horns, light monitors, strobe power packs, visors, safety

equipment: backing alarms, child check mate, destination signs, sun visors, wig-wag, vandallock system, warning devices, clasher modules, child reminder system, driver alert sign, stop arms, walk gates, back up alarms, windshield wipers, drive motor, washer, washer bottle, wiper controls, wiring, wiring harness, wiring harness brackets, cables, connectors, a/c system (TBB installed), a/c electrical control panel, accumulator/dryer, air conditioner O-ring, compressor clutch, rotary compressor, condenser, fan condenser, air conditioning ducting, evaporator, a/c fitting/pipe, a/c hose, motor, relay/magnetic switch, high side Schrader valve, low side Schrader valves, refrigerant pressure sensor, switch, high pressure switch, low pressure switch, inlet thermistor, outlet thermistor, orifice tube, expansion valve, water valve (internal to the dash mounted A/C-heat unit), blower wheel, radios, radio-entertainment (only applicable if factory installed), harness, radio-basic assembly, speaker, fiberglass components

### TBB Manufactured Components

Coverage includes: compartments, battery compartment, designation sign compartment, electrical access compartment, luggage compartment, tool compartment, bumper system, bracket or mounting, bumper, bumper fascia, bumper frame, body-inside, metal bulkheads, grab rails, luggage rack assembly, luggage rack pads, luggage rack mounting, metal interior trim

### TBB Miscellaneous (Accessories, Compartments, Etc.)

Coverage includes: roof insulation, side wall insulation, bulkhead, rafter cavity, plastic trim, storm sash

### TBB Paint

Coverage includes: all components painted by TBB. Coverage excludes: fading

- For vehicle orders received prior to 08/06/2014: Paint adhesion is pro-rated – Years 1 & 2: 100%; Year 3: 50%; Years 4 & 5: 30%
- For vehicle orders received on or after 08/06/2014: Paint adhesion is 5 years/unlimited

### TBB Passenger Doors

Coverage includes: door shells and hinges

### TBB Seat & Barrier Frames

Coverage includes: passenger seat frames and barrier frames

### TBB Seats, Barriers, Stanchions

Coverage includes: barrier foam, barrier upholstery (including sewing, stapling, etc.) armrest, seat foam/springs, seat upholstery (sewing, stapling, etc.), moms seat, flip mech., plywood, seat track (includes related hardware)

- For vehicle orders received prior to 08/06/2014: Coverage applies to TBB manufactured seats
- For vehicle orders received on or after 08/06/2014: Coverage applies to vendor manufactured seats installed at factory at time of bus manufacture by TBB

### TBB Storm Glass and Windows

Coverage includes: all storm windows and frames

Excludes: glass breakage

### TBB Structure and Sheet Metal

Coverage includes: belt line angle, door header, exterior sheet metal, trim, left and right exterior side sheets, fenderette (steel), floor sheets, floor panels, front assembly sheet metal, headlining, inside side lining, interior sheet metal trim, main body door post and capping, outriggers, pilaster, rafter, rafter reinforcement, rear assembly sheet metal, roof rails, roof sheets and hoods, rub rails, seatrail, floor rail, entrances stepwell, under floor angle, channel, cross tube, vestibule floor, front and rear wheel house, window header, structural adhesives, sheet metal protection, rust perforation

Excludes: fiberglass components

### TBB Towing

Coverage includes: maximum payment as displayed, per occurrence, for towing for a defect in material and workmanship of a component that prevents the safe and lawful operation of the vehicle. Currency exchange rate does not apply. Maximum payment as displayed no matter the currency. Reimbursement max: \$250 for units order prior to 01/01/2009 or \$450 for units order on or after 01/01/2009.

If towing is associated with a DTNA warrantable failure, towing charges must be on the same claim. Reimbursement of .5 hour (SRT 939-6020A) to reinstall drivelines if tow company has removed, but not reinstalled, the driveline and the vehicle has and is within the tow coverage.



**THE MAIN STREET AMERICA GROUP**

NGM Insurance Company • Old Dominion Insurance Company  
Main Street America Assurance Company • MSA Insurance Company  
Information Systems and Services Corporation

# Bid Bond

NET-1206

**KNOW ALL MEN BY THESE PRESENTS**, that we (Here insert full name and address or legal title of Contractor)

**NEW ENGLAND TRANSIT SALES, INC.**  
30 PROGRESS AVENUE, TYNGSBORO, MA. 01879

as Principal, hereinafter called the Principal, and (Here Insert full name and address or legal title of Surety)

**NGM Insurance Company**  
55 West Street  
Keene, NH 03431

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

**ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT**  
16 CHARTER ROAD, ACTON, MA 01720

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT (5%) OF AMOUNT BID** Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

**LEASE OF SCHOOL BUSES**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6<sup>TH</sup> day of **DECEMBER, 2016**

Ann Kasers  
(Witness)

Marybeth  
(Witness)

**NEW ENGLAND TRANSIT SALES, INC.**  
(Principal) (Seal)

George C. Lygo  
(Title)

**NGM Insurance Company**  
(Surety) (Seal)

Debra J. Ezra  
DEBRA J. EZRA  
(Title) Attorney-in-fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310, February, 1970 edition.



**THE MAIN STREET AMERICA GROUP**

NGM Insurance Company • Old Dominion Insurance Company  
Main Street America Assurance Company • MSA Insurance Company  
Information Systems and Services Corporation

**NGM INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the NGM INSURANCE COMPANY, a corporation organized and existing under the laws of the State of **MA** consents and agrees, that if the contract for the **LEASE OF SCHOOL BUSES** be awarded to **NEW ENGLAND TRANSIT SALES, INC.** the undersigned corporation, agrees with the said **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT** to execute the final bond as required by the specifications, and to become surety in the full amount of the contract price for the faithful performance of the contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this **6TH** day of **DECEMBER, 2016**

**NGM INSURANCE COMPANY**

---

DEBRA J. EZRA  
(Title) Attorney-in-fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Garrett G Post, Carl A Gerson, Keith Adams, Debra J Ezra, Robert G Lull, Bradley W Post**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox  
Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval,

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.



Trisha Ann Phépol  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF915117  
Expires 10/3/2018

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 6<sup>th</sup> day of December, 2016.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 10, 2016, the following officers were elected and remain in office:

THOMAS M. VAN BERKEL .....CHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER  
 EDWARD J. KUHL.....EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER  
 JEFFREY B. KUSCH, DAVID S. MEDVIDOFSKY,  
 MICHAEL D. LANCASHIRE, .....SENIOR VICE PRESIDENTS  
 BRUCE R FOX .....VICE PRESIDENT, GENERAL COUNSEL & SECRETARY  
 DANIEL J. GAYNOR, NANCY GIORDANO-RAMOS, JANET M. ROOT  
 JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY.....VICE PRESIDENTS  
 AMY J. FREDERICK .....VICE PRESIDENT & CHIEF INFORMATION OFFICER  
 THOMAS T. FRAZIER.....VICE PRESIDENT & CHIEF INVESTMENT OFFICER  
 DEAN P. DORMAN ..... VICE PRESIDENT & CHIEF ACTUARY  
 CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN,  
 LISA MURMAN, RONALD PROFAIZER, DARRYL OSMAN..... ASSISTANT VICE PRESIDENTS  
 TIMOTHY O. MUZZEY ..... ASSISTANT VICE PRESIDENT/ACTUARY  
 KIMBERLY K. LAW, MARK FRIEDLANDER, KATHLEEN KILLGORE, NANCY PALMISANO,  
 MICHELE SEYMOUR, ALICE MORIARTY, JEFFREY PRICE, DANIEL BLAU,  
 JANE MCPHERSON, DEANA PESSINA, SCOTT SIMMONS..... ASSISTANT SECRETARIES

**REGIONAL PRESIDENTS (Appointed)**

MARK BERGER..... REGIONAL PRESIDENT, NORTHEAST REGION  
 STEVE BERRY.....REGIONAL PRESIDENT, NEW ENGLAND REGION  
 CHRISTOPHER COX.....REGIONAL PRESIDENT SOUTHEAST REGION  
 TIFFANY DALY.....REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2015.

ADMITTED ASSETS	LIABILITIES
Bonds at Amortized Values ..... \$1,397,394,541	Reserve for Losses ..... \$637,394,211
Stocks at Market Value..... 425,235,072	Reserve for Loss Adjustment Expenses ..... 117,616,168
First Mortgage Loans ..... 15,422,641	Reserve for Unearned Premiums..... 461,789,022
Real Estate..... 4,283,852	Reserve for Other Underwriting Expenses..... 41,995,393
Cash in Office and Banks.....(3,039,296)	Reserve for Taxes, Licenses, and Fees..... 1,660,783
Short Term Investments..... 18,598,980	Loss Drafts in Transit..... 0
Agent's Balance (Less than 90 Days) ..... 218,872,372	Other Liabilities ..... 63,726,194
Accrued Interest ..... 12,671,289	Total Liabilities ..... 1,324,181,771
Other Assets..... 255,380,357	Policyholders' Surplus..... 1,020,638,037
<b>TOTAL ADMITTED ASSETS..... \$2,344,819,808</b>	<b>TOTAL..... \$2,344,819,808</b>

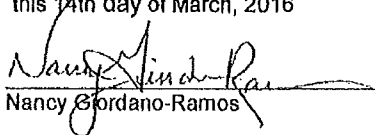
Securities as deposited by law, included above = \$ 8,000,923

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

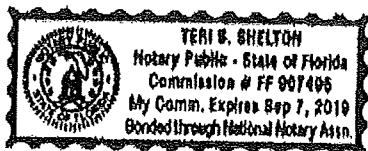
"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on  
 this 14th day of March, 2016

IN WITNESS THEREOF I hereunto subscribe  
 my name and affix the seal of said company  
 this 14th day of March, 2016

Nancy Giordano-Ramos





**Acton-Boxborough Regional School District**

16 Charter Road Acton, MA 01720

978-264-4700 fax: 978-264-3340

[www.abschools.org](http://www.abschools.org)

**JD Head**

*Director of Facilities and Transportation*

TO: Glenn Brand, Superintendent of Schools  
FROM: JD Head, Director of Facilities and Transportation  
DATE: May 15, 2017  
RE: **New Solar Net Metering Agreement**

The purpose of this memo is to give the AB Regional School Committee an update on a new solar net metering opportunity.

As a reminder, the Committee authorized the District to terminate existing agreements with Omni Holdings at the previous school committee meeting. At that point I had mentioned that we are in conversations with other solar providers that are in need of public partners to move their fully approved projects forward. The new agreement in the packet is just that, a fully approved and permitted project that is in need of a public partner to move forward.

If approved, this project would partner the ABRSD with Altus Power America (<http://www.altuspower.com/about/>). This agreement would involve a small parking lot canopy system located at 300 Wildwood Avenue in Woburn, MA. The estimated production on this solar array is 585 KW DC. The revenue opportunity to the District would be around \$30,000 per year depending on the actual production of the system.

The renewable energy consultant that we work with, Beth Grennblatt, has vetted this project and the agreement. We do not believe there is any downside risk to the District. Essentially, Altus simply needs our name and electric account numbers to assign to this system and in exchange the District will earn a small amount of revenue annually. This project has been fully financed, locally permitted, and has received the interconnection approval from the utility company already. If the Committee were to vote and authorize this agreement, the likelihood of this project not moving forward would be very minimal. This is only a first read at this time, we would hope if the Committee is amenable, to ask you to take an official vote to authorize the agreement at a future meeting in June.

Best Regards,

JD Head

*Our Mission is to prepare all students to attain their full potential as life-long learners, critical thinkers, and productive citizens of our diverse community and global society.*

## SOLAR NET METERING CREDIT AGREEMENT

This SOLAR NET METERING CREDIT AGREEMENT is entered into as of June [ ], 2017 (the "Effective Date") by and between:

**Buyer:** Acton-Boxborough Regional School District      and      **Seller:** WO MA Solar, LLC

Buyer and Seller are referred to herein individually as a "**Party**" and collectively as the "**Parties**". This Agreement shall supersede any and all previous Agreements.

A. Seller is engaged in the business of developing, installing, owning, operating, and maintaining solar generation systems across the United States and internationally. The System was built or is being built to produce electricity and Net Metering Credits pursuant to 220 CMR 18.00 and the Utility's Net Metering Tariffs.

B. Seller owns, or plans to construct one or more photovoltaic solar electric generation system/s in sizes and on locations as identified in Appendix A hereto (defined individually and collectively, as the context requires, as the "**System**"), within the Utility's service territory which generates Net Metering Credits ("**NMCs**") a specific portion of which shall be allocated by Seller to Buyer hereunder and recorded and updated on a Schedule Z to be completed and continually maintained by Seller. Appendix A will be finalized based on final as-built drawings and System production at Commercial Operation Date.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree and intend to be legally bound as follows:

- Commercial Terms:
  - Sale Price:** The greater of (i) the Utility's Net Metering Tariff as described below less the Discount Rate and (ii) the Floor Price **NMCs Discount Rate** 25%
  - Floor Price:** Buyer shall pay minimum price of \$0.09/kWh for all NMCs Contracted (no escalator)
  - Initial Term:** Twenty (20) years after Commercial Operation Date
  - Utility:** Eversource
  - Net Metering Credits Contracted:** 100% of all NMCs generated by the System in the Town of Woburn as described in Appendix A during the Term
  - Expected Commercial Operation Date:** March 31, 2018
- The following documents, along with this Cover Page, shall be deemed to form the Agreement, each of which are incorporated herein by this reference as though set forth herein in their entirety:

Exhibit A	General Terms and Conditions
Appendix A	Description of Site & Layout
Appendix B	Expected System Generation & Expected NMCs Contracted
Appendix C	Termination Damages Calculator
Appendix D	Value of Net Metering Credit
Appendix E	Exhibit G (Interconnection Agreement) and Exhibit H (Retail Customer Agreement)

This Agreement may be executed by the Parties in one or more counterparts, all of which taken together, will constitute one and the same instrument. Any counterpart may be executed by facsimile signature or any image transmitted by electronic mail (such as a pdf file) and such facsimile signature or image shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

Seller: WO MA Solar, LLC

Buyer: Acton-Boxborough Regional School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lars Norell  
Title: Manager

Name:  
Title:

**Exhibit A**  
**General Terms and Conditions**

**ARTICLE 1 DEFINITIONS AND INTERPRETATION**

**Definitions.** The following terms, when used in the Agreement and initially capitalized, have the following meanings:

**“Agreement”** means the Cover Page and all Exhibits, Appendices and Schedules attached thereto, including these General Terms and Conditions, each as modified from time to time in accordance with the terms of this Agreement.

**“Buyer”** has the meaning set forth on the Cover Page or any successor entity.

**“Buyer Event of Default”** means an Event of Default by Buyer.

**“Buyer Replacement Agreement”** means an agreement entered into by Buyer after the termination of this Agreement for a Seller Event of Default for the purchase of Net Metering Credits to replace the Net Metering Credits.

**“Buyer Replacement Agreement Discount”** means the percentage by which the value of Net Metering Credits purchased by Buyer under a Buyer Replacement Agreement is discounted from the face value of such Net Metering Credits.

**“Code”** shall mean the United States Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

**“Commercial Operation”** means that the System has been constructed in accordance with Laws applicable to the subject of this Agreement, is mechanically complete and immediately capable of generating electricity at full or substantially full capacity, and has been interconnected to the local distribution system of the Utility in accordance with the interconnection agreement and the Utility’s tariffs so as to allow regular, continuous operation of the System, and qualifies as a Net Metering Facility of a Municipality or Other Governmental Entity.

**“Commercial Operation Date”** means the date on which the System is ready for Commercial Operation, such date to be identified by Seller in a notice to Buyer as the Commercial Operation Date.

**“Commercial Operation Termination Option”** means Buyer can, by providing 30 days advance notice to Seller in writing, terminate this Agreement, with no termination charges, if the Commercial Operation Date is not on or before March 31, 2018.

**“Cover Page”** means the first page of this Agreement.

**“Credit Rating”** means with respect to an entity, on any date of determination: (i) the lower of the ratings assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by S&P and Moody’s; or (ii) in the event the entity does not have a rating for

its senior unsecured long-term debt (not supported by third party credit enhancements), the lower of the rating assigned to the entity as an issuer rating by S&P and Moody’s.

**“Defaulting Party”** has the meaning set forth below.

**“Discount Rate”** has the meaning set forth on the Cover Page.

**“Dispute”** has the meaning set forth below.

**“Effective Date”** has the meaning set forth on the Cover Page.

**“Environmental Attributes”** means the aggregate amount of credits, set-offs, payments, rights, attributes, or other benefits of all kinds associated with or arising out of or otherwise corresponding to the capacity and associated electricity, or otherwise arising due to the production of electricity by the System, and the sale, transmission and distribution of such electricity by Seller and others (other than payments under this Agreement), ITCs, ITC Grants, and other tax deductions, credits, and incentives. Environmental Attributes shall include (i) SRECs, RECS, environmental air quality credits, off-sets or other benefits related to the generation of electricity by the System in a manner which reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any Law, and (ii) credits (other than Net Metering Credits), off-sets, green pricing programs, renewable energy credit trading programs, or any similar program or benefits derived from the use, purchase or distribution of renewable energy from the generation of electricity from the System pursuant to any Law. Environmental Attributes shall not include any credit, allowance, entitlement, certificate, product, valuation or other benefit that inures solely to Buyer because Buyer is a municipal corporation and political subdivision of the Commonwealth of Massachusetts

**“Event of Default”** has the meaning set forth below.

**“Exhibit G”** means the interconnection agreement between the Utility and Seller as attached hereto in Appendix E (which, together with Exhibit H forms the documentation necessary for the interconnection of the System to the Utility’s electrical grid.)

**“Exhibit H”** means the agreement between the Utility and Utility’s retail customer, in the form required by the Utility’s tariff attached hereto in Appendix E (as approved by the Massachusetts Department of Public Utilities).

**“Force Majeure”** means an event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include failure or interruption of the production, interruption of operation of the solar system by any third party or occurrence outside control of Seller, delivery or acceptance of electricity due to an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; terrorism or threat of terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire;

earthquake; abnormal weather condition; action of the elements; hurricane; flood; lightning; wind; drought; peril of the sea; the binding order of any governmental authority other than Seller or entity controlled by Seller; the failure to act on the part of any governmental authority other than Seller or entity controlled by Seller (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products, but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence; and failure of equipment not utilized by or under the control of a Party.

**"Host Customer"** has the meaning set forth in 220 CMR 18.02. Buyer is the Host Customer under this Agreement. Buyer shall agree to be the Host Customer for the Term for the Solar Facility and shall take all actions necessary to be a Host, including in particular, assign net metering credits to other net metering credit off-takers of Project Company via Schedule Z ("Schedule Z"), at the direction of Project Company. Buyer shall have no responsibilities or costs as the Host Customer, other than that set forth in this Agreement, to Utility, DPU, MassACA, DOER or any governmental or other bodies deemed reasonably necessary to effectuate this Agreement, including, but not limited to any billing, operations, and maintenance of the Solar System which is the sole responsibility of Seller.

Buyer shall remain the Host Customer during the Term. In the case of a termination of this Agreement, Buyer shall promptly take all actions necessary to transfer the Host Customer designation to such other municipality, entity or person as determined by Seller as soon as so directed by Seller.

**"Initial Term"** has the meaning set forth on the Cover Page.

**"Insolvency Proceeding"** means any case, action or proceeding with respect to a person before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other similar arrangement in respect of its creditors generally or any substantial portion or its creditors.

**"ITC"** means the tax credit for energy property described in Section 48(a)(3) of the Code.

**"ITC Grant"** means a grant received by Seller pursuant to Section 1603 of the American Recovery and Reinvestment Act of 2009.

**"kW"** means kilowatt.

**"kWh"** means kilowatt-hour.

**"Laws"** means any law, treaty, code, rule or regulation, or determination of, court or other governmental authority exercising executive, legislative, judicial, regulatory or administrative functions.

**"Meter"** means the meter registered with the Utility for Net Metering Credits pursuant to 220 CMR 18.05 and the Utility's Net Metering Tariffs.

**"Net Metering"** means the process of measuring the difference between electricity delivered by a local electric distribution company and electricity generated by a net

metering facility and fed back to the local electric distribution company, as set forth in the Net Metering Rules.

**"Net Metering Credits or NMCs"** mean net metering credits as specified in the Net Metering Rules and the Utility's Net Metering tariffs. For the avoidance of doubt one (1) NMC equals one (1) kWh times the applicable credit amount in the Utility's tariff.

**"Net Metering Credits Contracted"** means the amount of NMCs Buyer is obligated to purchase from Seller, subject to Cover Page.

**"Net Metering Rules"** means, collectively and as amended from time to time, the Massachusetts net metering statute, M.G.L. c. 164, §§ 138-140, the Massachusetts net metering regulations, 220 C.M.R. 18.00 et seq., and the Utility's tariffs

**"Operating Period"** means the period commencing on the Commercial Operation Date and ending on termination of this Agreement.

**"Party"** has the meaning set forth on the Cover Page.

**"Renewal Term"** means an additional term for which Buyer and Seller agree to extend this Agreement prior to the end of the Initial Term. Such extension must be agreed in writing 60 days prior to termination and can be for a period of years agreed to by the Parties.

**"Schedule Z"** means a supplemental form used by the Utility to transfer NMCs to the account of identified customers listed on such schedule and which will be initially completed by and continuously updated, as needed, by Seller, in accordance with the Net Metering Rules.

**"Seller"** has the meaning set forth on the Cover Page or any successor entity.

**"Seller Event of Default"** means an Event of Default by Seller.

**"Seller Replacement Agreement"** means an agreement entered into by Seller after the termination of this Agreement for a Buyer Event of Default for the sale of net metering credits generated by the System.

**"System Financing"** has the meaning set forth below.

**"System Lenders"** has the meaning set forth below.

**"System Owner"** has the meaning set forth below.

**"System"** has the meaning set forth on the Cover Page.

**"Taxes"** means any and all new or existing ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes or similar charges, and any increases in the same, but "Taxes" does not include income taxes or other similar taxes based on income or net revenues.

**"Term"** means the period beginning on the Effective Date and ending on the last day of the Initial Term or the last subsequent Renewal Term, subject to earlier termination pursuant to the terms hereof, as applicable.

**"Utility"** has the meaning set forth on the Cover Page.

**“Utility’s Net Metering Tariffs”** means the Utility’s net metering tariffs pursuant to 220 CMR 18.09(2) and 220 CMR 18.09(3).

**Interpretation.** Unless the context otherwise requires, the following general rules of construction shall apply to this Agreement: (a) terms stated in the singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa; (b) the words “includes” or “including” shall mean, unless the context requires otherwise, “including with limitation”; (c) references to a Section or Exhibit shall mean a Section or Exhibit, as the case may be, of this Agreement; (d) a reference to an agreement or instrument shall be to the agreement or instrument as modified through the date on which the reference is made; (e) a reference to a Law is to the Law as amended, replaced or restated from time to time; (f) a reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and (g) a reference to Buyer or Seller shall include its permitted assigns and successors, unless contrary to the context.

## **ARTICLE 2 DELIVERY OF ELECTRICITY & NMCs**

**2.1 Delivery Obligations.** The delivery obligation shall commence upon Seller’s written notice to Buyer that the System is commercially operational and interconnected to the Utility’s electric grid, as accepted by the Utility. During the Operating Period, Seller shall deliver all of the electricity generated by the System to the Meter beyond that needed to serve its parasitic load. The risk of loss shall remain with Seller until the Meter point. If Buyer purchases energy from any third party supplier(s) other than the Utility and wants NMCs to be credited towards those charges, it is expressly assumed that the supplier(s) shall have moved any bills for supply charges to Buyer’s Unitil electric bill for delivery obligations to commence. Buyer is responsible for notifying and causing its suppliers to take such action, and Seller shall cooperate with Buyer for such purpose.

**2.2 Unit Contingent Sale.** Seller’s obligation to deliver electricity to the Meter is expressly subject to, and contingent on, the availability of the System and the generation of electricity and Net Metering Credits by the System. Seller shall maintain and test the Meter in accordance with the interconnection agreement and the Utility’s tariff, but at least once per year. Buyer may request, once per calendar year, that the Meter be tested for accuracy; if such test shows the Meter to be inaccurate by more than +/- 2% Seller shall pay the costs of such test and shall cause the Meter to be adjusted accordingly or replaced,

**2.3 Take or Pay and Pricing.** For each month of the Operating Period and regardless of whether Buyer can use the NMCs or not, Buyer shall pay to Seller, in accordance with Article 7, an amount equal to (i) the Net Metering Credits posted by the Utility on the utility invoices of the Buyer (or an entity controlled or managed by the Buyer) for the accounts listed in the Utility’s Schedule Z (or other appropriate net metering service agreement) times (ii) Sale Price (as defined on the Cover Page).

**2.4 Environmental Attributes.** Seller’s delivery to Buyer of the Net Metering Credits produced by the System and Buyer’s ownership of the Net Metering Credits produced by the System shall not entitle Buyer to Environmental Attributes or

any other attributes of ownership of the System, all of which shall be owned and controlled by Seller.

## **ARTICLE 3 TAXES**

**3.1 Seller Obligations.** Seller shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

## **ARTICLE 4 OPERATIONS**

**4.1 System Operations.** Seller shall at its sole cost and expense (i) construct, operate, insure and maintain the System in accordance with Laws, applicable manufacturers’ warranties and instructions and the requirements of this Agreement; (ii) perform all repairs on the System; and (iii) provide, or arrange for the provision of, all labor, material, and other supplies for the System.

**4.2 System Development.** Subject to the terms hereof, Seller shall at its sole cost and expense undertake commercially reasonable efforts to obtain required permits and financing for, and to construct the System in a manner such that the System qualifies as a Net Metering Facility of a Municipality or Other Governmental Entity in accordance with the Net Metering Rules, and arrange for interconnection of the System to the Utility’s electrical grid. At no time shall Buyer have any duty to construct, operate, or maintain the System, or to perform any other obligations of Seller.

## **ARTICLE 5 TERM**

**5.1 Initial Term.** This Agreement shall become effective on and as of the Effective Date and shall continue in effect until the end of the Initial Term, unless terminated earlier pursuant to the terms hereof.

**5.2 Termination of Utility’s Net Metering Tariffs.** If for any reason the System ceases to qualify for Net Metering under the Utility’s Net Metering tariffs so that the Buyer cannot receive Net Metering Credits as provided for hereunder, whether by reason of a change in Laws, the Utility’s Net Metering tariffs, the configuration of the System, or otherwise, then this Agreement shall automatically terminate. In the event of such termination Buyer’s sole liability shall be to pay for Net Metering Credits accrued and credited to Buyer prior to such termination.

## **ARTICLE 6 DEFAULT AND TERMINATION**

**6.1 Events of Default.** An event of default under this Agreement (an “Event of Default”) shall be deemed to exist with respect to a Party (the “Defaulting Party”) upon the occurrence of any one or more of the following:

**6.1.1 Payment Defaults.** If the Defaulting Party fails to pay any amount due and payable under this Agreement, other than an amount which is subject to a valid good faith dispute, within thirty (30) days of receipt of a payment default notice given by the other Party regarding such non-payment.

**6.1.2 Other Defaults Generally.** If the Defaulting Party fails to substantially perform any other material obligation under this Agreement, and does not cure such failure within thirty (30) days of the date of receipt of notice from the other

Party demanding cure; provided that such thirty (30) day cure period shall be extended if and to the extent reasonably necessary to accomplish such cure, but only so long as the Defaulting Party diligently pursues such cure and continues such cure to completion, and provided that such extended period of cure shall not exceed an additional 30 days and provided further that this Section shall not apply to any failure to make payments.

**6.1.3. Failure of Representations and Warranties.** If any representation or warranty of the Defaulting Party shall prove at any time to have been incorrect, not including matters outside the control of the Buyer, in any material respect when made and shall remain material to the transactions contemplated hereby, if the Defaulting Party does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) days of the date of receipt of notice from the other Party demanding cure or, if it cannot be reasonably cured within such thirty-day period, such longer period of time as is reasonably necessary to accomplish such cure, provided that the Defaulting Party diligently commences such cure in such period and continues such cure to completion, and provided that such extended period of cure shall be allowed only so long as the failure to complete such cure does not materially adversely affect the other Party.

**6.1.4. Insolvency.** If the Defaulting Party (i) ceases or fails to be solvent, or generally fails to pay, or admits in writing its inability to pay, its debts as they come due, (ii) voluntarily ceases to conduct its business in the ordinary course, (iii) commences any Insolvency Proceeding with respect to itself, or (iv) takes any action to effectuate or authorize any of the foregoing; or in the event that (a) any involuntary Insolvency Proceeding is commenced or filed against the Defaulting Party, or a writ, judgment, warrant of attachment, execution or similar process is issued or levied against a substantial part of the Defaulting Party's properties, and any such proceeding or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or fully bonded within thirty (30) days after commencement, filing or levy; (b) the Defaulting Party admits the material allegations of a petition against it in any Insolvency Proceeding, or an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or (c) the Defaulting Party acquiesces in this the appointment of a receiver, trustee, custodian, liquidator, mortgagee in possession (or agent therefore), or other similar person for itself or a substantial portion of its property or business.

**6.1.5 10 MW Municipal Cap.** Buyer will not enter into other agreements that would cause the Buyer to exceed the ten (10) megawatt Host Customer net metering cap set forth in 220 CMR 18.07 and disqualify the System from the net metering program under the Utility's Net Metering Tariff. Nothing herein shall limit Buyer from entering into other net metering agreements.

## **6.2 Remedies.**

**6.2.1. Generally.** Upon the occurrence and during the continuation of an Event of Default, the Party not in default shall have the right to pursue any remedy under this Agreement or now or hereafter existing under applicable Law or in equity, including an action for damages, and including termination of this Agreement upon five (5) days prior written notice to the Defaulting Party. Nothing herein, however, shall limit either Party's right to collect damages upon

the occurrence of a breach or default by the other Party that does not become an Event of Default. Notwithstanding the above, both parties expressly agree that pre-termination damages shall be limited to one year's equivalent of Net Metering Credit Value (\$ USD) calculated as follows: (corresponding year's Net Metering Credit Tariff x (One minus the Discount Rate) x previous 12-month production (kwh)) and the only damages payable above and beyond one year's equivalent to Net Metering Credit Value as defined above, shall be the termination damages described in the sections entitled "Buyer Termination Damages" and "Seller Termination Damages".

**6.2.2. Buyer Termination Damages.** If Seller terminates this Agreement as a result of a Buyer Event of Default, Buyer shall be liable for the present value of an amount equal to the lost value of Buyer's payment for Net Metering Credits following such termination less the value of the sale price of Net Metering Credits, sold by Seller in the Seller Replacement Agreement. The discount rate to be applied to determine the present value shall be equal to the average prime rate published in the Wall Street Journal on the date of termination. A Termination Schedule Calculator including a presumptive Seller Replacement Agreement and corresponding sample Buyer Termination Damages is shown in Appendix C. For avoidance of doubt, Buyer Termination Damages shall be calculated as shown on Appendix C, subject to pro-rata in the event termination does not occur at the end of a year in the Operating Period, subject to any adjustment to Appendix B to account for any changes between expected generation of the System, as proposed, and actual generation of the System, and subject to the discount received in the actual Seller Replacement Agreement. Such amount shall be paid from Buyer to Seller within thirty (30) days of any such termination. The foregoing shall be the sole and exclusive remedy of the Seller in the event of such termination. Seller shall use commercially reasonable efforts to enter into a Seller Replacement Agreement. If the Agreement is terminated due to a Buyer Event of Default, Buyer may agree to continue in the role of Host Customer, so long as and to the extent that such post termination Host Customer status is permitted by applicable Laws and does not expose Buyer to any financial liabilities.

**6.2.3. Seller Termination Damages.** If Buyer terminates this Agreement as a result of Seller Event of Default, Seller shall be liable for the present value (if positive) of an amount equal to the value of Net Metering Credits that would have accrued to Buyer following such termination less the value of Net Metering Credits accruing to Buyer under the Buyer Replacement Agreement. The discount rate to be applied to determine the present value shall be equal to the average prime rate published in the Wall Street Journal on the date of termination. A Termination Damages Calculator including a presumptive Buyer Replacement Agreement and corresponding sample Seller Termination Damages is shown in Appendix C. For avoidance of doubt, Seller Termination Damages shall be calculated as shown on Appendix C, subject to pro-rata in the event termination does not occur at the end of a year in the Operating Period, subject to any adjustment to Appendix B to account for any changes between expected generation of the System, as proposed, and actual generation of the System, and subject to the discount received in the actual Buyer Replacement Agreement. Such amount shall be paid from Seller to Buyer within thirty (30) days of any such termination. The foregoing shall be the sole and exclusive remedy of the Buyer in the event of such termination. Buyer shall use commercially reasonable efforts to enter into a Buyer Replacement Agreement.

### **6.3 Termination Prior to the Commercial Operation Date.**

**6.3.1 Termination Option.** This Agreement shall be subject to Buyer's Commercial Operation Termination Option, as set forth in Article 1.

**6.3.2. Transfer of Meter Account.** Promptly upon the termination of this Agreement for any reason, Buyer shall execute such documents, prepared by Seller as are required by the Utility. Buyer hereby appoints Seller as Buyer's attorney-in-fact, with full authority in the place and stead of Buyer and in the name of Buyer or otherwise, to take any action and to execute any instrument that Seller may deem necessary or advisable in connection with requirements of the Utility in the event of termination. Seller agrees to notify Buyer prior to execution of any documents for Buyer's approval which shall not unreasonably be withheld.

## **ARTICLE 7 BILLING, PAYMENT AND TAXES**

**7.1 Monthly Invoices and Payments for Net Metering Credits.** Buyer and Seller will execute the necessary documents to authorize and accomplish delivery of each monthly utility bill for the Buyer's accounts with Utility that will receive Net Metering Credits. Seller shall provide Buyer with an invoice stating the amounts of the credits appearing on the Utility invoices and the resulting amounts owed under this Agreement for the previous billing period pursuant to Section 2.3. Buyer shall pay the amount specified in each invoice to Seller no later than thirty (30) days after the date of the invoice. Payments shall be made by wire transfer to an account designated in writing by Seller from time to time. Nothing in this agreement shall require Buyer to pay any tax, fee, or tariff as a result of this Agreement.

**7.2 Late Payment Charges.** Any amounts not paid on or before the date due hereunder shall accrue interest from the date due until the date actually paid at the prime rate of interest published on the due date for a payment under "Money Rates" in the Wall Street Journal, plus two percent (2%) per annum (or such lower percentage as required by applicable Laws.

## **ARTICLE 8 FORCE MAJEURE**

**8.1 Effect of Force Majeure.** Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

**8.1.1.** The Party affected by such Force Majeure, as soon as reasonably practical after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice, fully describing the particulars of the occurrence;

**8.1.2.** The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

**8.1.3.** The Party affected by such Force Majeure uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

**8.2 Payment Obligations Not Excused.** Notwithstanding anything in this Article to the contrary, no payment obligation shall be excused by such event of Force Majeure.

## **ARTICLE 9 AGREEMENT AS PUBLIC RECORD**

**9.1** This Agreement once executed will be deemed a public record and as such may be released to any requesting person without notice to any Party. Any additional documents provided to the Buyer by Seller will also be treated as public records unless such documents fall within one of the exclusions specified in the Massachusetts public records law (M.G.L. c. 4, §7, clause 26 and c. 66, §10).

## **ARTICLE 10 DISPUTE RESOLUTION**

**10.1 Referral to Senior Management.** Any and all disputes arising out of or relating to this Agreement (a "Dispute") shall be resolved exclusively in accordance with this Article. The Parties agree to make a diligent, good faith attempt to resolve any such dispute through negotiation by senior management members (meaning those able to legally bind the Buyer and Seller) before either Party commences other dispute resolution measures. Either Party claiming a Dispute shall provide written notice thereof to the other Party setting forth the details of the Dispute. Any Dispute that is not settled to the mutual satisfaction of the Parties within 60 days shall be subject to mediation between the Parties conducted in Boston, Massachusetts, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Mediation Procedures of the American Arbitration Association (the "Mediation Procedures") in effect on the date that a Party gives notice of its demand for mediation (such notice, the "Mediation Notice"). The Party initiating the mediation (the "Submitting Party") shall submit such Dispute to mediation by providing a written demand for mediation to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the demand. The mediator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their affiliates. Mediators must agree to be bound by the confidentiality provisions of this Agreement and shall conduct the proceedings in accordance with the Mediation Procedures. The Dispute will be assigned to a single neutral mediator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral mediator within such period, the mediator shall be chosen in accordance with the Mediation Procedures.

The provisions of this Section shall survive any termination of this Agreement and shall apply (except as provided herein) to any Disputes arising out of this Agreement.

**10.2 Continuation of Performance.** During the conduct of dispute resolution procedures, (i) the Parties shall continue to perform their respective obligations under this Agreement, and (ii) neither Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute; provided, however, that nothing in this Section shall be construed to prevent Seller from suspending performance in the event that Buyer has not paid undisputed amounts due and owing to Seller under this Agreement.



**10.3 Effect of Termination.** No termination of this Agreement following an Event of Default shall relieve the Defaulting Party of its liability and obligations hereunder, and the non-defaulting Party may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligations under this Agreement.

#### **ARTICLE 11 COMPLIANCE WITH LAWS**

Both Parties shall comply with all applicable Laws as they relate to this Agreement and the performance by the Parties hereunder.

#### **ARTICLE 12 ASSIGNMENT**

**12.1 Generally.** Subject to the Section entitled "Permitted Assignments" this Agreement may not be assigned by either Party without the other Party's written consent, not to be unreasonably withheld.

**12.2 Permitted Assignments.** Notwithstanding the Section immediately above, Seller may, without Buyer's consent, but with written notice to Buyer collaterally assign this Agreement as security to the System Lenders or the System Owner in accordance with ARTICLE 13, or to an affiliate of Seller ("Affiliate"), which term shall mean a person or entity that, directly or indirectly, controls or is controlled by or is under common control with Seller, and for such purposes the word "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Seller, whether through the ownership of voting securities or by contract or otherwise; provided, however, that any such assignment of this Agreement by Seller shall not release Seller from its liabilities under this Agreement.

Buyer may, with the prior written approval of the Seller, not to be unreasonably withheld, assign this Agreement to another eligible Municipality or Other Governmental Entity buyer as defined in 220 CMR 18.01 and in the same load zone that is qualified under the Utility's Net Metering Tariff ("the Assignee"), so long as (i) the Assignee has a Credit Rating equal to or greater than the Credit Rating of Buyer on the Effective Date. Either Party may assign this Agreement to any entity that acquires all or substantially all of the assets of the Party, provided that the entity has a Credit Rating equal to or greater than the Credit Rating of the Party, and provided that as conditions to any such assignment, such Party shall provide the other Party with written notice thereof, and the assignee entity shall execute and deliver to the other Party a document agreeing to be bound by this Agreement and assuming the assigning Party's obligations hereunder, and provided further that the assignee has the demonstrated ability, to the satisfaction of the non-assigning party, to perform this Agreement. Buyer may also transfer or allocate Net Metering Credits to a Municipality or Other Governmental Entity or a "Governmental Cooperative," as those terms are defined in the Net Metering Rules and in accordance with said Rules.

**12.3 Continued Effectiveness; Assignments in Violation.** Subject to the forgoing prohibitions against assignment, the agreements, covenants, conditions and provisions contained in this Agreement bind, apply to and inure to the benefit of the Parties and their permitted heirs, successors and assigns. Any assignment in violation of this ARTICLE 12 shall be void and of no effect.

#### **ARTICLE 13 SYSTEM FINANCING**

**13.1 System Owner, System Lenders and Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from lenders or other third parties (the "System Lenders") in connection with the development and ownership of the System (the "System Financing"), which financing may include the sale of the System to a third party (the "System Owner"). Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the System Lenders in order to support the System Financing. The Buyer will not be required to execute any document that would alter the fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date. The Parties also agree that, in accordance with this Section 13.1, Seller may assign this Agreement to the System Owner and/or the System Lenders as collateral to support the System and Seller's obligations to the System Owner and/or the System Lenders, as applicable. In connection with any such assignment, Buyer agrees to enter into an agreement directly with the System Owner and/or the System Lenders under which Buyer shall consent to such assignment and will agree to other provisions customary and reasonable in the solar photovoltaic electric generation industry for the benefit of the System Owner and/or the System Lenders (including provisions under which the System Owner and/or the System Lenders or their designees (i) may assume the rights of Seller under this Agreement; (ii) shall be entitled to receive copies of certain notices hereunder that Buyer might provide to Seller; and (iii) shall have extended cure periods (up to 20 additional days maximum) to cure any defaults by Seller hereunder.

**13.2 Mutual Cooperation.** Buyer will execute any document prepared by the Seller that is reasonably requested by Seller that is routinely required by lenders, utilities, or other entities involved in the development and financing of solar photovoltaic electric generation systems. These documents may include, but are not limited to, Schedule Z, construction financing consent forms, permanent financing consent forms, and any amendments reasonably required by System Lenders or due to changes in Laws. The Buyer will not be required to execute any document that would alter the fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date. Seller shall be responsible for, in accordance with the terms of this Agreement, carrying out its duties under and pursuant to the Net Metering Rules, including Buyer's Host Customer duties, including all arrangements with the Utility for the interconnection agreement and obtaining a Cap Allocation under the Massachusetts System of Assurance of Net Metering Eligibility.

#### **ARTICLE 14 LIMITATIONS OF LIABILITY**

**14.1 No Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, EXCEPT TO THE EXTENT THE DAMAGES IN SECTION 6.2.1 MAY BE SO CONSIDERED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OF PRODUCTION, EARNINGS, REVENUE, USE, DATA, CONTRACT OR GOOD WILL, EVEN IN SITUATIONS WHERE A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

**14.2 Parties' Intent.** IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, AND IRRESPECTIVE OF WHETHER ANY CLAIM HEREUNDER OR RELATING HERETO IS IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE.

**14.3 Indemnification.** In addition to, and not in limitation of, any other rights and remedies available to Buyer, Seller shall indemnify Buyer against (i) any third party claims against Buyer arising from any breach by Seller of any representation, warranty or covenant contained in this Agreement or the interconnection agreement with the Utility and (ii) all claims against Buyer that may arise in connection with Buyer acting as the Host Customer of the System under the Net Metering Rules, except in each case to the extent arising from Buyer's breach of any representation, warranty or covenant expressly set forth in this Agreement.

## **ARTICLE 15 REPRESENTATIONS AND WARRANTIES**

**15.1 General.** Each Party represents and warrants to the other the following:

**15.1.1.** Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate action, and do not and will not violate any Law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms.

**15.1.2.** Such Party has obtained all licenses, authorizations, consents and approvals required by any governmental authority and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all Laws that relate to this Agreement in all material respects.

**15.1.3.** Other Agreements. Neither the execution and delivery of this Agreement by the Party, nor the performance by such Party of any of its obligations under this Agreement, shall conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which such Party is a party or by which such Party or its assets may be bound.

## **ARTICLE 16 MISCELLANEOUS**

**16.1 Notices.**

**16.1.1.** Any notice, invoice, demand, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be served personally, by reputable express courier service, by first class mail or by e-mail followed with confirmation delivery of hard copy, in each case to the other Party at the address set forth on the Cover Page. All notices shall be effective upon receipt.

**16.1.2.** Each Party shall have the right to change the place to which notice shall be sent or delivered or to specify one address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

**16.2 Consents.** Any consent that is provided for pursuant to this Agreement shall not be unreasonably withheld or delayed.

**16.3 Headings.** The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

**16.4 Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Massachusetts, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction, irrespective of the places of execution or of the order in which signatures of the Parties are affixed or of the place of performance. The parties further agree that the venue for any action shall be located in Berkshire County, Massachusetts.

**16.5 Integration.** This Agreement, together with all Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

**16.6 Relationship of Parties.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party and none shall be considered the agent of the other.

**16.7 No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of Buyer and Seller, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

**16.8 Amendments; Waivers.** This Agreement may be modified only by a writing that is signed by both Parties. Any waiver of the provisions of this Agreement must be in writing and will not be implied by any usage of trade, course of dealing or course of performance. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy by Buyer or Seller constitutes a waiver of any other right or remedy contained or provided by Laws. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

**16.9 Construction of Agreement.** This Agreement is to be construed so as to effectuate the agreements and representations of Buyer and Seller as expressed herein. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted, or caused its legal representative to draft, the provision. The Agreement shall be subject to all applicable Laws.

**16.10 Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable Laws, the remainder of this Agreement shall not be affected thereby, and each term,

covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Laws and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

**16.11 Further Actions.** Each Party shall take all necessary acts and make, execute, and deliver such written instruments as may from time to time be reasonably required to carry out the terms of this Agreement. Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that will materially or unreasonably increase Buyer's risk or obligations under the Agreement, or result in the waiver of any of Buyer's rights or remedies under the Agreement or at law or in equity, or require Buyer to give an opinion or make a statement of fact of which Buyer does not have actual knowledge.

**16.12 Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any governmental agency in a manner contrary to this Agreement. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests and attempts to ensure that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement.

**16.13 Survival.** The provisions of Section 7.2 and ARTICLE 6, ARTICLE 9, ARTICLE 10, and ARTICLE 14 shall survive termination of this Agreement.

**16.14 Project Development Performance Standard.** Subject to an extension of the Expected Commercial Operation Date pursuant to Section 8.1, Seller shall make diligent, good faith efforts to cause the System to achieve Commercial Operation on or before the Expected Commercial Operation Date.

**16.15 Change in Law.** Seller is responsible for all risk associated with changes in Laws related to Net Metering Credits during the Term of this Agreement.

**16.16 Reservation of Rights.** Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.

**16.17 Certification of Non-Collusion.** By entering into this Agreement, the Seller certifies under penalties of perjury that its proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**16.18 Seller's Certificate of Compliance.** By entering into this Agreement, the Seller certifies under the penalties of perjury, pursuant to G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes,

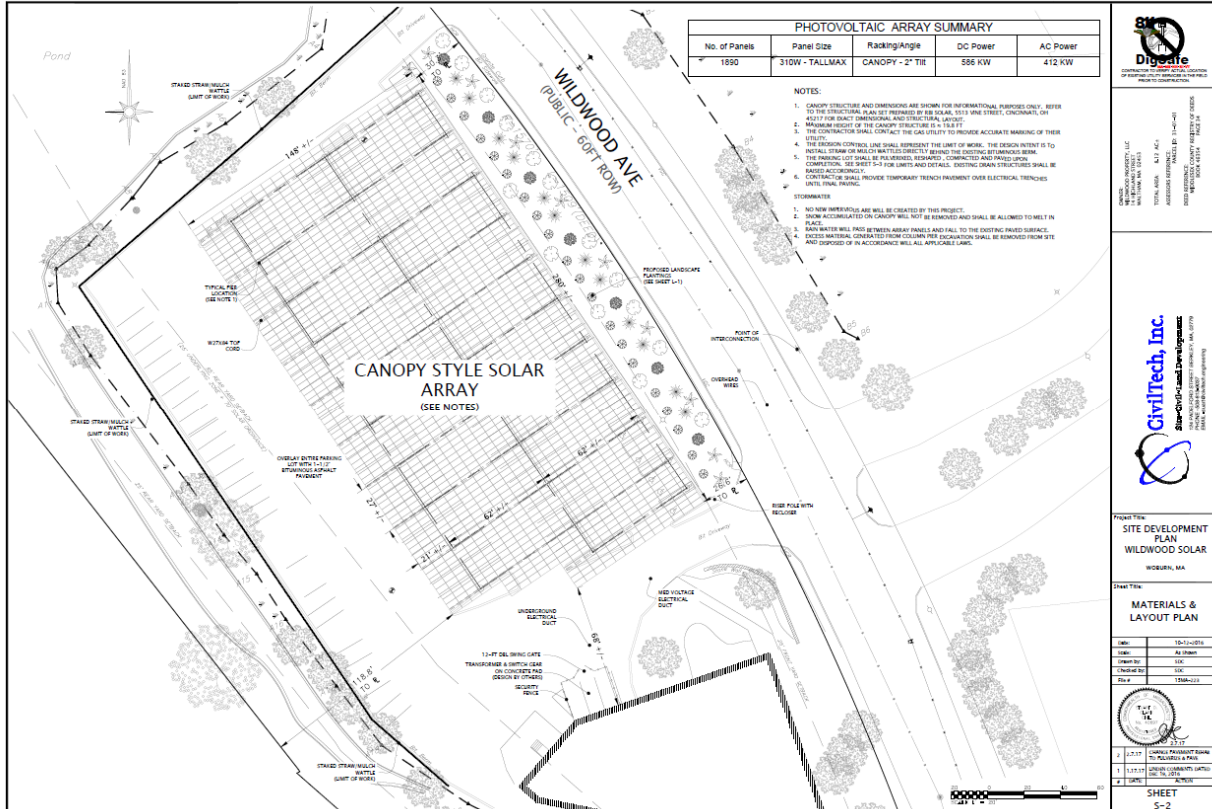
to reporting of employees and contractors, and to withholding and remitting child support.

**16.19 Records and Audits.** Seller shall maintain operating and maintenance records for the System, subject to the retention requirements hereof. Each Party will keep, for a period of not less than two (2) years after the termination of this Agreement, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours. Before discarding any records, Seller shall notify Buyer of its intent to do so no later than ninety (90) days before discarding, and Buyer may, if it chooses, elect to make copies of any such records at Buyer's cost.

## Appendix A Description of Site and Layout

Appendix A will be amended and finalized at Commercial Operation Date  
as may be necessary to reflect any System modifications made during construction or installation

The approximately 585.9 kW DC carport solar system at 300 Wildwood Ave, Woburn, MA 01801





**CivilTech, Inc.**  
 2500 WILLOW STREET, SUITE 200  
 WOBURN, MA 01896  
 TEL: 781.938.1234  
 FAX: 781.938.1235  
 WWW.CIVILTECH.COM

---

Project Title  
**SITE DEVELOPMENT PLAN  
WILDWOOD SOLAR**  
WOBURN, MA

Sheet Title  
**MATERIALS & LAYOUT PLAN**

DATE	10-14-2016
ISSUED BY	AK (AK)
DESIGNED BY	AK
CHECKED BY	AK
DATE	10-14-2016



1	10.13.17	ISSUE FOR PERMITTING
2	10.13.17	ISSUE FOR PERMITTING
3	10.13.17	ISSUE FOR PERMITTING
4	10.13.17	ISSUE FOR PERMITTING

**SHEET**  
S-2

**APPENDIX B**

**Expected System Generation &  
Expected NMCs Contracted**

Appendix B will be amended and finalized at Commercial Operation Date to account for any changes between expected generation of the System, as proposed, and actual generation of the System.

The expected generation from the WO MA Solar, LLC Project is as follows:

<b>Year</b>	<b>Expected System Generation (Degrades at 0.5% per year)</b>	<b>Expected NMCs Contracted to Buyer (100% of all NMCs Generated by System)</b>
1	656,208	656,208
2	652,927	652,927
3	649,662	649,662
4	646,414	646,414
5	643,182	643,182
6	639,966	639,966
7	636,766	636,766
8	633,582	633,582
9	630,414	630,414
10	627,262	627,262
11	624,126	624,126
12	621,005	621,005
13	617,900	617,900
14	614,811	614,811
15	611,737	611,737
16	608,678	608,678
17	605,635	605,635
18	602,607	602,607
19	599,594	599,594
20	596,596	596,596

**APPENDIX C**

**Termination Damages Calculator**

Appendix C sets forth the template for the Termination Damages Calculator that shall be utilized and provided by Seller to Buyer in Microsoft Excel format upon an event of termination. Appendix C to be updated at Commercial Operation Date.

	Year	NMCA Price (2.5% Esc)	NMCs (kWh) Contracted (0.5% Degradation)	Replacement Buyer Price	Buyer Default	Seller Default
<i>Calculator Inputs</i>						
<i>First Year NMCs Contracted:</i>	656,208					
<i>NMCA Price</i>	\$ 0.249					
<i>Replacement Buyer Price:</i>	\$ 0.140					
<i>WSJ Prime Rate:</i>	3.25%					
	1	\$ 0.249	656,208	\$ 0.140	\$ 1,314,839	\$ 1,314,839
	2	\$ 0.255	652,927	\$ 0.140	\$ 1,310,192	\$ 1,310,192
	3	\$ 0.262	649,662	\$ 0.140	\$ 1,299,395	\$ 1,299,395
	4	\$ 0.268	646,414	\$ 0.140	\$ 1,282,289	\$ 1,282,289
	5	\$ 0.275	643,182	\$ 0.140	\$ 1,258,708	\$ 1,258,708
	6	\$ 0.282	639,966	\$ 0.140	\$ 1,228,483	\$ 1,228,483
	7	\$ 0.289	636,766	\$ 0.140	\$ 1,191,437	\$ 1,191,437
	8	\$ 0.296	633,582	\$ 0.140	\$ 1,147,392	\$ 1,147,392
	9	\$ 0.303	630,414	\$ 0.140	\$ 1,096,162	\$ 1,096,162
	10	\$ 0.311	627,262	\$ 0.140	\$ 1,037,558	\$ 1,037,558
	11	\$ 0.319	624,126	\$ 0.140	\$ 971,382	\$ 971,382
	12	\$ 0.327	621,005	\$ 0.140	\$ 897,435	\$ 897,435
	13	\$ 0.335	617,900	\$ 0.140	\$ 815,509	\$ 815,509
	14	\$ 0.343	614,811	\$ 0.140	\$ 725,392	\$ 725,392
	15	\$ 0.352	611,737	\$ 0.140	\$ 626,865	\$ 626,865
	16	\$ 0.361	608,678	\$ 0.140	\$ 519,704	\$ 519,704
	17	\$ 0.370	605,635	\$ 0.140	\$ 403,677	\$ 403,677
	18	\$ 0.379	602,607	\$ 0.140	\$ 278,548	\$ 278,548
	19	\$ 0.388	599,594	\$ 0.140	\$ 144,072	\$ 144,072
	20	\$ 0.398	596,596	\$ 0.140	\$ -	\$ -
<i>Note: The Defaults are Calculated so that they occur at the end of each Year shown</i>						

**APPENDIX D**

**VALUE OF NET METERING CREDIT**

The net metering credit will be calculated as 100% of the Eversource B-5 Optional Time of Use (T-1 – MDPU 133) tariff, comprised of the sum of: (a) basic service kilowatt-hour charge in the ISO-NE load zone where the Host Customer is located; (b) distribution kilowatt-hour charge; (c) transmission kilowatt-hour charge; and (d) transition kilowatt-hour charge

**APPENDIX E**

**EXHIBIT G**

**Interconnection Agreement (attached)**





*Acton-Boxborough Regional School District*  
*Superintendent's Office*  
16 Charter Road  
Acton, MA 01720  
978-264-4700 www.abschools.org

10.

**Clare L. Jeannotte**  
*Director of Finance*

DATE: May 17, 2017  
TO: Glenn Brand  
FROM: Clare Jeannotte  
RE: FY'18 TEC Bid Recommendation

In January 2017, classroom and office supply estimates for the Acton-Boxborough Regional School District were sent to The Education Cooperative (TEC) in Walpole. TEC compiles estimates from all member districts and does the bidding. On April 26, 2017, awards were made to the following companies:

Art Supply Wholesale  
Blick Art Materials  
Blanco, G.A. & Sons, Inc.  
Cascade School Supplies  
Kurtz Bros.  
NASCO  
National Art & School Supply  
Office Depot  
Pyramid School Products  
Standard Stationary Supply Co.  
The Tree House, Inc.  
Triarco  
W.B. Mason

The administration recommends that we accept these vendors for the TEC bid.

### LICENSE AGREEMENT

This Agreement is dated as of **July 1, 2017** by and between the **Acton Boxborough Regional School District** ("Licensor") with an address at 16 Charter Road, Acton, Massachusetts, 01720, and **The Discovery Museum** ("Licensee") with an address at 177 Main Street, Acton Massachusetts, 01720.

1. License. In consideration of Licensee providing the Acton-Boxborough Regional Schools with a minimum of 16 outreach programs, Licensor licenses to Licensee the exclusive, except with access to the closet, right to occupy and use the Premises consisting of the use of a separately demised, secured portion of the cafeteria located in the former Florence A. Merriam Elementary School building located on Charter Road in Acton, Massachusetts (the "Premises"), as well as the non-exclusive right to use the entrances, corridors and other common areas not otherwise leased to access the Premises, all in accordance with the terms of this Agreement. Licensee will be given a building and a room key to allow 24-hour access, 7 days a week to the Premises.

2. Term. The term of this Agreement shall commence on July 1, 2017 and shall terminate on July 31, 2018, unless earlier terminated by Licensor as provided herein.

3. Use. Licensee shall only use the Premises for general office use, storage set-up, and distribution of its outreach kits and programs and for no other purposes.

4. Insurance. Licensee shall obtain and provide Licensor with evidence of a liability insurance policy in the amount of \$1,000,000 and which shall otherwise be satisfactory to Licensee. Licensee acknowledges that Licensor is not responsible for any theft or damage of Licensee's personal property and equipment and Licensee agrees to insure the same in appropriate amounts.

5. Services. Licensor is not responsible for providing Licensee with any telephone or internet service. Licensor shall provide, at no cost to Licensee, electricity, HVAC and water to the Premises.

6. No Alterations; Maintain Premises; and Granting Rights to Use. Licensee may not alter, add to, or improve the Premises. Notwithstanding the foregoing, Licensee may install a temporary, moveable, internal ramp to access the Premises, provided that Licensee removes the temporary ramp when Licensee is not using the Premises. Licensee shall maintain the Premises in good order and repair and return the same in such condition at the end of the term of this Agreement. Licensee may not assign, transfer or otherwise encumber any rights granted to Licensee hereunder, all of which rights are personal and restricted to Licensee and Licensee may not grant any right to use the Premises to anyone without Licensor's prior written consent. Any attempted transfer of any of Licensee's rights under this Agreement without such consent shall be void and shall result in the automatic termination of this Agreement.

7. Indemnity; Limited Liability of Licensors. Licensee agrees to defend, indemnify and hold Licensors harmless from and against all claims, liabilities and expenses (including attorneys' fees) arising from (i) any use or activity of Licensee (including Licensee's guests and invitees) resulting in injury or death to any person or damage to any property and (ii) any breach or default of Licensee under this Agreement. Licensors' liability to Licensee under this Agreement shall in all events be limited to its interest in the Premises leased by Licensors, except for the gross negligence, if any, of the Licensors.

8. Access. Licensors shall have the right to enter the Premises as necessary for repairs and maintenance, and for other reasons. Licensors shall endeavor to notify Licensee orally in advance of such entry if reasonably possible.

9. Broker. Licensee represents and warrants that it has not dealt with any broker in connection with this Agreement and agrees to indemnify and hold Licensors harmless for any commissions due to any broker with whom Licensee has dealt.

10. Compliance with Law. Licensee agrees to comply with all laws applicable to Licensee and its use of the Premises. Licensee shall comply with all directions given to Licensee by Licensors.

11. Default. Upon any default or breach of this Agreement by Licensee, Licensors shall be entitled to revoke the license granted hereunder, terminate this Agreement, evict Licensee, to recover damages (including attorneys' fees) for losses suffered by Licensors as a result of such default, including costs of collection and enforcement of Licensors' rights (including attorney's fees) under this Agreement, and to take any or all other actions allowed at law or in equity, any such actions and the exercise of such remedies being cumulative and not exclusive one of any other.

12. Parking. Licensors reserves the right to restrict and designate Licensee's parking privileges. Licensee will have access to parking closest to the room for short periods of time (fifteen minutes) for the purposes of loading and unloading vehicles.

13. Effectiveness. The effectiveness of this Agreement is expressly conditioned on the Acton-Boxborough Regional School Committee's consent hereto.

14. Acknowledgement. Licensee hereby expressly acknowledges that: (i) this Agreement merely grants a limited license to use a portion of the Premises; (ii) does not convey a possessory interest in any of the Premises, and (iii) may be revoked by Licensors, in its sole discretion, at any time, upon providing Licensee with sixty (60) days prior written notice. Upon termination the obligations of both parties shall cease, except for the indemnity in paragraph #7.

This Agreement is agreed to as of the date first written above.

LICENSOR:

By: \_\_\_\_\_  
Name: Glenn A. Brand  
Title: Superintendent of Schools

LICENSEE:

By: \_\_\_\_\_  
Name: Neil H. Gordon  
Title: Executive Director

The Acton-Boxborough Regional School Committee hereby consents and agrees to this License:

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE

By: \_\_\_\_\_  
Name:  
Title: Chairperson

Date: \_\_\_\_\_

**McCarthy-Towne School**  
**11 Charter Road, Acton, Massachusetts 01720**  
Telephone: 978 -264-3377, FAX: 978-264-3369

Glenn Brand  
Superintendent of Schools, ABRSD  
16 Charter Road  
Acton, MA 01720

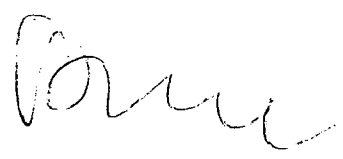
May 2, 2017

Dear Dr. Brand,

The McCarthy-Towne School has been presented with a gift of \$1385.43 to go into the McCarthy-Towne Gift Fund #3351. This gift is from the McCarthy-Towne PTSO to be used for Art Integration.

Please present this gift to the School Committee for their approval at the next School Committee meeting.

Sincerely yours,



David Krane  
Principal  
McCarthy-Towne School

## CREDIT OPINION

12 May 2017

Update

Rate this Research >>

### Contacts

Benjamin Howard-Cooper 212-553-3781  
 Associate Analyst  
 benjamin.howard-cooper@moodys.com

Nicholas Lehman 617-535-7694  
 AVP-Analyst  
 nicholas.lehman@moodys.com

# Acton-Boxborough Regional School District, MA

Update - Moody's Removes Negative Outlook on Acton-Boxborough RSD, MA's Aa2 GO; Affirms Rating

### Summary Rating Rationale

Moody's Investors Service has affirmed the Aa2 rating on Acton-Boxborough Regional School District, MA's outstanding general obligation debt. At this time, Moody's has removed the negative outlook.

The Aa2 rating reflects the district's adequate financial operations supported by assessments from member towns, sizeable tax base with favorable demographics, and modest debt burden.

### Credit Strengths

- » Sizeable and stable tax base with favorable demographic profile and low unemployment
- » Strong credit profile for member towns
- » Modest debt burden

### Credit Challenges

- » Modestly declining enrollment

### Rating Outlook

The negative outlook was removed due to a return to structurally balanced operations and an associated growth in reserves.

### Factors that Could Lead to an Upgrade

- » Significant expansion in the tax base, or credit profile of member towns
- » Material growth in reserves

### Factors that Could Lead to a Downgrade

- » Increased reliance on reserves to balance budgets
- » Significant declines in the tax base or deterioration of the demographic profile
- » Material growth in debt burden

## Key Indicators

Exhibit 1

Acton-Boxborough Regional School District, MA	2012	2013	2014	2015	2016
<b>Economy/Tax Base</b>					
Total Full Value (\$000)	\$ 5,042,201	\$ 4,872,689	\$ 4,872,689	\$ 4,863,016	\$ 4,863,016
Full Value Per Capita	\$ 186,790	\$ 178,232	\$ 175,808	\$ 173,295	\$ 173,295
Median Family Income (% of US Median)	222.2%	227.6%	233.6%	232.0%	232.0%
<b>Finances</b>					
Operating Revenue (\$000)	\$ 44,296	\$ 43,795	\$ 46,353	\$ 80,663	\$ 90,216
Fund Balance as a % of Revenues	6.7%	5.9%	3.0%	2.9%	3.8%
Cash Balance as a % of Revenues	7.5%	6.4%	3.4%	3.6%	5.6%
<b>Debt/Pensions</b>					
Net Direct Debt (\$000)	\$ 19,751	\$ 19,972	\$ 17,862	\$ 17,590	\$ 15,905
Net Direct Debt / Operating Revenues (x)	0.4x	0.5x	0.4x	0.2x	0.2x
Net Direct Debt / Full Value (%)	0.4%	0.4%	0.4%	0.4%	0.3%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	0.4x	0.5x	0.6x	0.4x	0.4x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	0.4%	0.5%	0.6%	0.7%	0.8%

Source: Moody's Investors Service

## Detailed Rating Considerations

### Economy and Tax Base: Moderately Sized, Wealthy Tax Base

The sizeable \$4.9 billion tax base and strong wealth levels are a notable strength of the district's credit profile. The tax base, which is primarily residential and consists of the towns of Acton (Aaa) and Boxborough (Aa2), will remain stable over the near term with limited growth. Equalized values were fairly resilient during the recession, decreasing at a compound annual rate of only 1.1% from 2011-2016. Future growth within the district will be modest and will come from a limited number of residential developments, including an apartment complex, age-restricted housing, and single-family homes. Wealth levels exceed state and national averages - median family income is approximately 175% and 232%, respectively. Full value per capita is strong at \$173,295. Given its close proximity to employment centers in Boston (Aaa stable), unemployment in Middlesex County (2.2% in Dec 2016) remains below the commonwealth (2.8%) and nation (4.5%).

### Financial Operations and Reserves: Return to Structurally Balanced Operations Leads to Growth in Reserves

The district's financial position will remain stable due to a return to structurally balanced operations and a reduction in the reliance on annual fund balance appropriations to balance the budget. Total General Fund balance had declined for the past three fiscal years (2012-2014) to \$1.8 million (3.4% of revenues) in 2014 from \$3.8 million (8.4%) in 2011.

In fiscal 2015, the district expanded to include elementary education and management appropriated \$300,000 of reserves to balance the fiscal 2015 budget. The district ended the year with a \$669,000 surplus, driven by conservative budgeting and positive variance in revenue collection. The surplus helped push available fund balance to \$2.4 million, or 2.9% of revenues. While reserves appeared to be slimmer than in previous years, this is a consequence of the district's expansion and growth in operating budget.

The fiscal 2016 budget increased 4.3% due to salary increases and additional costs for employee benefits. The budget was balanced with a 6.6% increase in member assessments and a fund balance appropriation of \$200,000, which compares favorably to the amount appropriated in fiscal 2013 (\$770,000) and 2014 (\$730,000). The district posted its second consecutive operating surplus bringing available fund balance to 3.8% of revenues, improving the financial flexibility of the district.

While audited results are not yet available as the fiscal year has not yet closed, management reports that they are on track to post another \$1.2 million operating surplus in fiscal 2017. The surplus was driven by a positive variance in revenue collection of \$600,000

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moody's.com](http://www.moody's.com) for the most updated credit rating action information and rating history.

combined with expected underspending of between .5% and 1% compared to the budget. Management indicated that surplus monies will be used to rebuild E&D reserves as well as to support the growth of circuit breaker reserves that are available to support operations.

The district derives the majority of its revenues from town assessments (69.6% of 2014 revenues) and state aid (28.1%), while expenditures for instruction (49.2% of 2014 expenditures) and fringe benefits (23.6%) represent the largest costs.

#### **LIQUIDITY**

Cash and investments at the end of fiscal 2016 represented \$5 million or 5.6% of general fund revenues.

#### **Debt and Pensions**

The district's direct debt burden is only 0.3% of equalized value which is expected to slowly increase over the medium term given potential borrowing plans. The district recently completed a facilities review study and have identified approximately \$13 million in upgrades that will be funded with a combination of state aid, reserves and bonding.

#### **DEBT STRUCTURE**

The entire debt portfolio is fixed rate with 99.2% of principal retired in ten years. Fiscal 2016 debt service was low at 2.2% of General Fund expenditures.

#### **DEBT-RELATED DERIVATIVES**

The district is not party to any derivative agreements

#### **PENSIONS AND OPEB**

Other than pensions for teachers and qualified staff, which are funded and administered at the state level as part of the Massachusetts Teachers' Retirement System, the district participates in the Middlesex County Contributory Retirement System, a multi-employer defined benefit pension plan. The district is required to fully fund its required contribution, which was \$1.96 million in fiscal 2016.

The 2015 three-year average Moody's adjusted net pension liability, under Moody's methodology for adjusting reported pension data, is \$33.4 million, or a low 0.41 times operating revenues. Moody's uses the adjusted net pension liability to improve comparability of reported pension liabilities. The adjustments are not intended to replace the district's reported liability information, but to improve comparability with other rated entities.

The district contributed 43.5% of its annual OPEB cost in 2016, representing \$1.9 million. The total actuarial accrued liability is \$41.5 million as of December 31, 2014, the most recent valuation report.

Total fixed costs in fiscal 2016 including debt service, required pension contributions and retiree payments represented approximately \$5.8 million or a manageable 6.4% of operating revenues.

#### **Management and Governance**

Management is strong, as demonstrated by three consecutive years of positive operations and reductions in E&D reserves to balance the budget.

Massachusetts school districts have an Institutional Framework score of A, which is moderate compared to the nation. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Massachusetts school districts major revenue sources are state aid and member assessments. Member town assessments are usually paid from property taxes, subject to the Proposition 2 1/2 cap which can be overridden with voter approval only. However, the cap of 2.5% still allows for moderate revenue-raising ability. Unpredictable revenue fluctuations tend to be minor, or under 5% annually. Across the sector, fixed and mandated costs are generally greater than 25% of expenditures. Massachusetts has public sector unions, which can limit the ability to cut expenditures. Unpredictable expenditure fluctuations tend to be moderate, between 5-10% annually.

#### **Legal Security**

The majority of outstanding bonds (approximately 92%) are secured by a general obligation unlimited tax pledge, as the towns have voted to exclude debt service from the levy limitations of Proposition 2 1/2. The remaining bonds are secured by a limited tax pledge, as debt service is subject to Proposition 2 1/2.



### Use of Proceeds

Not applicable.

### Obligor Profile

The K-12 school district is located in Middlesex County, approximately 25 miles northwest of Boston. The district is primarily residential and includes the Towns of Acton and Boxborough, with a combined population of 26,920. Beginning in fiscal 2015, the district expanded to include elementary schools and now operates six elementary schools, one junior high school, and one high school. Total student enrollment for in fiscal 2015 was approximately 5,400. Management projects enrollment to decline over the next decade but does not expect to close an elementary school.

### Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in December 2016. Please see the Rating Methodologies page on [www.moody.com](http://www.moody.com) for a copy of this methodology.

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REPORT NUMBER

1071636

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC)

District Master Plan Review Committee (DMPRC) Meeting Approved Minutes

Library  
R.J. Grey Junior High School

April 6, 2017  
7:00 p.m.

- Members Present:* Marie Altieri\*, Peter Berry, Deborah Bookis\*, Glenn Brand\*, Mary Brolin, JD Head\*, Jack Kline, Amy Krishnamurthy, Kristina Rychlik, Chris Whitbeck\*, Vanessa Mann\* (7:30 p.m.), Lynne Newman\* Adam Klein
- Absent:* Jason Cole, Melissa Hubbell\*, Leah Lally, Matt Mehler, Kathleen Neville, Jon Roland, Andrew Shen\*
- Others:* Beth Petr \*ex-officio member

1. DMPRC was called to order at 7:00 p.m. by Mary Brolin, Chair
2. **Approval of Minutes** – The minutes of the forum on 3/20/17 were approved although there was no quorum.
3. **Outreach Plan Update**– *Kristina Rychlik*
  - 3.1. Review of Public Forums and Feedback to Date

Kristina taped the forum presentation at the Acton TV studio and it is now posted. Mary created an online feedback survey that is also posted at <http://www.abschools.org/district/school-capital-and-space-planning>. The Committee reviewed the forums that have been done so far. Mary has received 37 surveys (12 from the forum at the Junior High, 17 from the Boxborough gathering and 8 from the LWV).

The Committee considered if an online public survey asking only about the ECC might be advantageous (if only a small amount of feedback comes in). The group felt that some people will not have opinions on educational aspects of the proposals like this. Also it is difficult to get good feedback if questions are only asking about isolated pieces of the options.

Concern was expressed that it is difficult to be reassuring that a triple school is a good option because there are no good examples of these schools to point to. Also the traffic issue in West Acton keeps coming up and studies to answer those questions have not been done yet. Marie shared some of the School Leadership Team comments as part of the discussion.

- 3.2. Upcoming Public Forums:
  - Mon, April 10 at 1:00 pm in Acton Memorial Library – Kristina (JD and Amy)
  - Wed, April 12 at 7pm in the Jr High Library (Preschool/Kindergarten Focus) – Kristina (Melissa, Katie, JD)
  - Tues, April 25 at 1:00 pm in the Sargent Library in Boxborough – Mary

An additional forum will be scheduled on Sunday April 30 afternoon in the Jr High library. This would be during the Chinese Language School so hopefully it will attract some of those parents. Another evening forum will be added at the Sargent Library as well, perhaps on May 1<sup>st</sup>.

A special forum was considered for Douglas School families, but Chris Whitbeck spoke with the PTO about the MSBA timeline and they thought it would not be necessary at this time. Kristina offered to do a Q and A at a PTO meeting if that would be helpful. Between the presentation to the School Committee in June and the December Town Meetings, there will be lots of time for community input.

The two teacher/staff presentations are now scheduled for Tuesday, April 25 morning and Wednesday, April 26 afternoon.

It was pointed out that if there is no ECC, our preschool program will stay as is in the Administration building with no improvements. This issue should be highlighted. JD, Matt and Kristina spoke to many people at Acton Town Meeting recently with the display boards and flyers.

### 3.3 Frequently Asked Questions – *Kristina Rychlik*

- Pros and Cons of Single/Twin/Triple Schools

Kristina would like to see the educational aspects of these schools because that point is getting lost. Some data is in the Dore and Whittier report. Is there other research? Anecdotal evidence may also be good to include. Due to the MSBA process and their requirement that only one project can be reimbursed at a time, for costs and timing reasons, we are looking at twin and triple schools. Leah and Vanessa offered to do a handout on this similar to the ECC/Middle school flyer. There are many examples of twin schools now. The flyer was requested by the May 2nd meeting for DMPC use only.

## 4. Next Steps in the Process

### 4.1. Establishing the Building Committee (as required by MSBA by 6/2/17)

There are very specific requirements re: membership and size per the MSBA.

Kristina, Marie, JD, Glenn and Mary will meet asap to begin thinking about the membership of this. Some volunteers have offered already. This will be voted by the School Committee at their meeting on 5/18/17.

### 4.2. Special Town Meetings scheduled in Acton and Boxborough for December, 4, 2017 for VOTE on Feasibility Design Study and Project Manager Funding

Peter Berry stated that Acton is expected to have a sanctuary town article at the Acton Special Town Meeting as well. As a BOS member, he will try to get the schools' article first on the agenda.

Marie reported on the MSBA call with Katie Loeffler (our MSBA Capital Program Manager) that she, JD, Glenn and Beth had last Tuesday. Design and Project Manager costs get reimbursed at our MSBA base rate, which Katie stated would be 45.3% for ABRSD on the Douglas project. This rate will be adjusted for the next phase. Ballpark range for design funds is around \$1 million but it depends on the details. Marie described the required School Building Committee (SBC) structure, including a proposed "in-house" working group for the building committee that does the day to day work and brings that information to the School Building Committee for discuss at the meetings.

The Committee discussed the timing of the Special Town Meetings. Everyone agreed that the Meetings in Acton and Boxborough should take place on the same evening. Mary wants the School Committee to vote on the date. A question was asked if a November and a December date should be considered, so there is some flexibility. Whichever is not needed could be cancelled. Peter Berry will find out if 45 days are required to call a new Town Meeting in Acton.

The DMPC adjourned at 8:50 p.m.

Respectfully submitted,  
Beth Petr

List of Documents Used: Agenda, Updated flyer, Outreach Plan for Forums, MSBA Process Overview (JD),

NEXT DMPC Meetings: Tues, May 2 and Wed, May 17 at 7:00 p.m.

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC)

District Master Plan Review Committee (DMPRC)  
Public Forum Meeting – Approved Minutes

Library  
R.J. Grey Junior High School

March 29, 2017  
7:00 p.m.

*Members Present:* Kristina Rychlik, Amy Krishnamurthy, Mary Brolin, Maria Neyland, Jason Cole, Adam Klein, Marie Altieri\*, Glenn Brand\*, JD Head\*  
*Members Absent:* Leah Lally, Katie Neville, Vanessa Mann\*, Deborah Bookis\*, Melissa Hubble\*, Andrew Shen\*, Peter Berry, Jack Kline, Matt Mehler, Jon Roland, Lynne Newman\*, Chris Whitbeck\*  
*Others:* Beth Petr, Members of the public (15 approximately)

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1. The DMPRC was called to order at 7:05 p.m. by Mary Brolin, Chairperson.

2. **Slide Presentation**

Kristina Rychlik presented the slides and led the discussion. Of the 89 project applications received by the MSBA, only 17 were accepted including our Statement of Interest for the Douglas School.

**Option 1** (Twin elementary and a renovated Early Childhood Center (ECC))

Do the 3 schools mean Douglas, Gates, Conant? Yes.

A twin elementary school would be on the Gates property but include the Douglas and Gates programs. The MSBA application that was accepted would cover this option.

What will happen to students who loop for grades 5-6? This will have to be considered.

**Option 4** (renovate the Junior High to become a 6-8 middle school)

The current MSBA funding invitation would have to be declined (because this does not address Douglas) and a new application process started.

**Option 5** (renovate 3 K-6 elementary schools)

This could end up being 3 separate new schools.

3. **Feedback/Comments/Questions from the audience**

“When does the 7 year process begin?” The process has started and we are 18 months into it right now. It does not take 7 years to build a building, but there is design time, approvals, discussion, decisions, etc. along the way with the communities. Sometimes decisions must be re-evaluated and plans change and that takes time as well.

Noting that the district has experience with a twin school with 2 school programs, it was asked if there are districts with 3 in one building. “How would this structure impact the culture of the 3 schools?” The architect said these schools exist but are not common. A good example has not been identified yet. Our option would have 1200 students in one building, which is large.

“Have you looked into the operating costs of 3 separate buildings vs triple, including transportation savings?” “Does Blanchard School have space constraints?” Yes. It’s not only the number of classrooms in the building, but the new program Pathways requires more space than a traditional classroom. At this time the district has one empty classroom and it is at Blanchard. Next year that space will be filled.

“How is enrollment and student population changing?” We do have space constraints and somewhat declining enrollment but it is slightly across all grades. The population has been changing particularly with the English

Language Learners (ELL) and special needs students. Those groups have different space needs. This is not obvious to some folks.

“In the new school scenario, does the footprint sit where the old school is?” It is not the same footprint. There was some discussion about how students would be taught during construction. As currently envisioned, the triple school would have a section of Gates that would have to be built over the summer or those children would have to be moved into temporary space.

The Gates property in West Acton center is in a very dense area. There are many questions about traffic there but it has not been studied yet. An in depth traffic study will need to be done if this is a serious consideration, but we don’t want to spend the money on a study if it’s not going to be considered.

Options 2 and 6 are similar except for which grades are involved. Option 2 has an ECC in the twin school. Option 6 does not. The Administration Building is not an ideal place for a PreKindergarten program.

“Re: Option 4, what does the research evidence show in terms of grades 6-8 students being together?” Members of the DMPRC did some research and concluded that districts tend to do their grade configurations based on how their buildings were designed. There are pros and cons to each grouping. The Visioning Group was excited about a middle school but given our needs it feels “complicated and maybe risky” given that we do not have the luxury of time to fully consider this possibility.

“Have people thought about how it would be handled if Douglas, Gates and Conant go down to 2 sections of grades and which of those school programs would be eliminated?” The speaker felt this would create a lot of concern and anxiety. Kristina responded that the Committee is aware of how that might happen but they hope that people will look at all of the factors including that something new and better might be created from this situation. It should be looked at more as an opportunity, not just that their school is going away. Marie added that whatever happens 5 or 6 years from now, there will be a large community process talking about what we value and how we define ourselves. There will be excitement about what can be done instructionally, and in many other areas. Also the way enrollment plays out in the future, will require us to “right size” any new building. Right now it is very challenging to manage some grades with 2 sections and some with 4 sections in the various schools. An audience member stated that this is a great opportunity for new parents to come into our schools and help our changing educational system. To have new facilities with new models would really trump what we have now, in one teacher’s opinion. A positive approach is needed. One person wanted a “one and done”/ “get it done” model, or look every 7 years to see what has changed and address the issues on a regular basis.

“With an ECC, could you accommodate all of the families that may want to take advantage of our preschool?” The district would plan for this. A parent commented, “If I’m from Boxborough and don’t want my preschooler to have to go across Acton, I may not want the ECC.” The Committee hopes the public will voice that opinion if that is how they feel. That is why outreach is being done.

Regarding a twin school on Gates property, one vision is that Douglas and Gates are a campus with fields/playground/parking. The boardwalk would be addressed to connect the properties better. At this point there are no concerns about septic at Gates/Douglas but obviously with a bigger school, that would have to be evaluated. That is what the design phase is for.

“How many options are you trying to eliminate?” Kristina replied that it depends. The Committee may advocate for characteristics that people like or don’t like. There needs to be one design for people to vote funding for at the Special Town Meetings in Acton and Boxborough scheduled for December 4, 2017.

#### 4. Upcoming Public Forums:

- Wed, April 5 at 12:30 pm – Acton Council on Aging
- Mon, April 10 at 1:00 pm in Acton Memorial Library
- Wed, April 12 at 7pm in the Jr High Library (Preschool/Kindergarten Focus)

- Tues, April 25 at 1:00 pm in the Sargent Library in Boxborough

5. **Next Steps:**

- 5.1. Presentation at School Committee Meeting on June 8<sup>th</sup>
- 5.2. Tentative Special Town Meetings in Acton and Boxborough on December 4<sup>th</sup> to vote design feasibility funding

6. The DMPRC adjourned at 8:10 p.m.

Respectfully submitted,  
Beth Petr

List of Documents Used: Presentation slides, Short List of Master Planning Options, Matrix of Current Options, Feedback Form, Pros & Cons of ECC and Middle School

**SUBCOMMITTEE CHARGE**

*To review the District Master Plan as presented to the Community on 12/8/16 by Dore and Whittier, as well as the Phase I Site and Building Assessments Report of 2/4/16, and to recommend to the School Committee which of the various options should be pursued*

**FOR YOUR INFORMATION**

- All DMPRC members can be reached at [ABBuilding@abschools.org](mailto:ABBuilding@abschools.org)
- School Capital and Space Planning section of ABRSD website:  
<http://www.abschools.org/district/school-capital-and-space-planning>
- Phase II Community Presentation by Dore & Whittier on 12/8/16  
See <http://actontv.org/on-demand/post-video/master-plan-visioning-phase-2-12-8-16>





ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC)

District Master Plan Review Committee (DMPRC) Meeting

Approved MINUTES

Classroom #409  
R.J. Grey Junior High School

March 8, 2017  
7:00 p.m.

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*Members Present:* Marie Altieri\*, Deborah Bookis\*, Glenn Brand\*, Mary Brolin, Jason Cole, JD Head\*, Melissa Hubbell\*, Adam Klein, Amy Krishnamurthy (7:35 pm), Leah Lally, Kathleen Neville, Kristina Rychlik, Andrew Shen\*  
*Absent:* Peter Berry, Jack Kline, Vanessa Mann\*, Matt Mehler, Jon Roland, Lynne Newman\*, Chris Whitbeck\*  
*Others:* Beth Petr, Paul Murphy *\*ex-officio member*

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1. **Called to Order at 7:00** – *Mary Brolin, Chair*
2. **Approval of Minutes** – Minutes from 3/1/17 were approved as amended.
3. **Review of First Presentation** – *Mary Brolin, Kristina Rychlik*  
The presentation to the Acton Area League of Women Voters on 3/7/16 went well. Jack’s color graphic was very helpful. This handout should be distributed at the beginning of the presentation, before explaining the options. Instead of a handout, a slide will be made for the Early Childhood Center and Middle School benefits and challenges.

Members discussed whether to tape the presentation, post it on Acton TV and allow for electronic feedback. Consensus was to tape a person doing the presentation and allow for electronic feedback. Mary can coordinate a system to ensure we do not get duplicate responses. This would permit people to watch the tv presentation (maybe in groups at someone’s home) and then provide feedback. Beth will ask Acton TV about taping.

- 3.1. Feedback – Members discussed some of the feedback given by the small group of League members. They agreed it may be better to ask “why” someone likes or dislikes options so the characteristics, rather than the specific option, are considered. Asking to “List the 3 most important things about a project” would give a ranked list of what people care about most and what they do not.

The School Committee needs the most specific information and feedback that they can get on the options and characteristics to help them make their decision in June. DMPRC members should not give their opinion or express any preferences on the options when speaking with people, because it can influence the feedback received. Completed feedback forms from presentations will go to Beth. They will be tabulated by Mary when complete.

- 3.2. Handouts

- 3.3. Slides

The final slides will be posted to website soon.

4. **Outreach** – *Kristina Rychlik, Katie Neville, Peter Berry*
  - 4.1. Public flyer
  - 4.2. Forums / presentations planned and presenters
  - 4.3. Publicity  
Kristina reviewed the outreach plan. The forum flyer and brief description have been emailed to local Boards and Committees of both towns, all school staff, PTO co-chairs, local preschools and many local community organizations and individuals. The Superintendent will be sending it to all school families on

Friday. If anyone has a group that should be added, they should tell Kristina so she can follow up and track the list.

DMPRC members were asked to volunteer to attend the forums. All are welcome. Beth will attend the first two evening presentations and take notes for the minutes. They will be posted meetings of the DMPRC. Members took flyers to post in various locations that Kristina identified.

The flyer will be sent to Amy Bisiewicz to post on the school facebook and others are encouraged to share it. The preschools will be asked if they would like copies of the flyer to post or distribute.

**5. Frequently Asked Questions (FAQ) – Kristina Rychlik**

Questions should be sent to Kristina as they come up. She will draft answers and have the administration confirm and approve them before they are posted to the website or used on a handout.

FAQ: Where are triple schools currently operating? Are there schools with that many students in them?

**6. Upcoming Public Forums:**

- Mon, March 20 at 7:00 pm in Sargent Library in Boxborough (*Mary to present*)
- Wed, March 29 at 7:00 pm in the Jr High Library (*Kristina to present*)
- Wed, April 5 at 12:30 pm – Acton Council on Aging (*Kristina to present*)
- Mon, April 10 at 1:00 pm in Acton Memorial Library (*Amy to present*)
- Wed, April 12 at 7pm in the Jr High Library (Preschool/Kindergarten Focus) (*Amy to present*)
- Tues, April 25 at 1:00 pm in the Sargent Library in Boxborough (*Kristina or Mary to present*)

The DMPRC adjourned at 8:25 p.m.

Respectfully submitted,  
Beth Petr

List of Documents Used: Agenda, Presentation slides, handouts from 3/7/17, Kristina's outreach plan, calendar

NEXT DMPRC Meetings: Thursday, April 6, Tuesday, May 2 and Wednesday, May 17 at 7p.m.

**SUBCOMMITTEE CHARGE**

*To review the District Master Plan as presented to the Community on 12/8/16 by Dore and Whittier, as well as the Phase I Site and Building Assessments Report of 2/4/16, and to recommend to the School Committee which of the various options should be pursued*

**FOR YOUR INFORMATION**

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- School Capital and Space Planning section of ABRSD website:  
<http://www.abschools.org/district/school-capital-and-space-planning>
- Phase II Community Presentation by Dore & Whittier on 12/8/16  
See <http://actontv.org/on-demand/post-video/master-plan-visioning-phase-2-12-8-16>

**NEXT ABRSC MEETINGS** (all at 7:00 p.m. in the Jr High Library)

- March 16 – ABRSC Meeting (packet posted March 10) – SOIs for Gates and Conant voted/resubmitted
- April 27 – ABRSC Meeting (packet posted April 24) –
- May 18 – ABRSC Meeting (packet posted May 12)
- June 8 – ABRSC Meeting – DMPRC Presentation (packet posted June 2)

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC)

District Master Plan Review Committee (DMPRC) Meeting  
Approved Minutes

Science Classroom 405  
R.J. Grey Junior High School

February 15, 2017  
7:30 p.m.

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*Members Present:* Marie Altieri\*, Peter Berry, Deborah Bookis\*, Glenn Brand\*, Mary Brolin, Jason Cole, Melissa Hubbell\*, Amy Krishnamurthy, Vanessa Mann\* (7:50 p.m.), Matt Mehler, Kathleen Neville, Lynne Newman\*, Jon Roland, Kristina Rychlik, Andrew Shen\*  
*Absent:* JD Head\*, Adam Klein, Jack Kline, Leah Lally, Chris Whitbeck\*  
*Others:* Beth Petr \*ex-officio member

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1. Chair Mary Brolin called the subcommittee to order at 7:30 p.m.
2. The minutes of the meeting on 2/8/17 were approved as amended.
3. **Update on 2/15/17 MSBA Board meeting – Glenn Brand**  
The District has been invited into the Massachusetts School Building Authority (MSBA) partnership based on the Statement of Interest (SOI) submitted for the Douglas School. If any of the plan details are expected to change, the MSBA would expect to see some sort of process in arriving at that point. The outreach and gathering of feedback that the DMPRC is doing now is evidence of that. Of the 89 districts that submitted SOIs only 17 were invited. Our need is significant as judged by state experts. By July 3<sup>rd</sup>, we have to talk to MSBA about our enrollment. The District has been advised against stating a reimbursement rate to the community because it is an elaborate process and there is a lot that can sway the rate favorably or not favorably as the project develops. We expect to know our base rate by June. The subcommittee discussed how difficult conversations would be without emphasizing the expected reimbursement. It was suggested that the question be brought to the Budget Subcommittee for discussion. Westford may be used as an example. The architect and project manager costs that will be voted on at the Fall Town Meetings will be reimbursable.
4. **Updates on Assignments for Research and Outreach**
  - 4.1. Complete Review of Options via template:
    - 4.1.1. Mary Brolin and Amy Krishnamurthy reviewed Option E (triple school)  
This option allows All Day Kindergarten to be offered to anyone who wants it. An Early Childhood Center could be specifically designed for that age range. Each elementary school would become a comfortable 3 section school. Cons: huge building with 1200 students under one roof. Would probably have to move some students to modular during construction and that is not reimbursable. Parking and traffic flow would be an issue. No longer have a PreK/K in Boxborough. Not flexible if plans change. Boxborough families attending Blanchard and others would have to change schools after kindergarten if they attend a school not in that building.  
  
As the School Committee liaison to the preschool, Amy met with the preschool teachers and principal recently to present some of these ideas to them. Deb Bookis added that our administrators have worked very hard to keep kindergarten as kindergarten, and not let it become more like first grade. Many children go to preschool so an ECC would prevent that transition from preschool to kindergarten. Building preschool space is reimbursable but because preschool enrollment is difficult to predict, we would have to tell MSBA how many classrooms would be needed.
    - 4.1.2. Adam Klein, Matt Mehler & Andrew Shen reviewed Option I (Middle School goes from grade 6 – 8 and Early Childhood Center)

It was asked if this option could be phased differently so a new SOI would not have to be resubmitted because as is, it does not initially address Douglas. See pros and cons list provided.

Mary asked why Douglas could not be renovated first, keeping all schools K-6, then do the JH and the shifting. As the discussion continued the group was reminded that they are not supposed to pick ONE option, just decide if any one option, or aspects of any option(s), should be eliminated.

Glenn Brand pointed out that this process cannot cover the District's entire Master Plan all at once. Clarity is needed about what is possible and what is not, and then the School Committee will decide how to proceed. Mary suggested instead of presenting the community with the options, maybe they should go with features that will or will not be desirable. Kristina hesitates to reorganize Dore & Whittier's plans after so much time and effort was spent creating them. She wondered whether the consultants should be asked more questions. Marie wondered if more time should be focused on presenting the first phase of the options, and less on the later phases. She felt that Dore & Whittier had many ways that they could have developed the later phases, but for phase 1 there are fewer choices. Jon reminded everyone that the DMPC's charge is to narrow some of the details. Mary stated that the balance the DMPC is trying to achieve is to get valuable community input for the School Committee to decide what to tell the MSBA regarding the design and feasibility stage.

- 4.1.3. Katie Neville, Jack Kline & Jon Roland reviewed Option L (Replace Conant, Douglas & Gates) See handout. This option and option M are the only ones that keep 6 school programs. There is concern about whether having an ECC and consolidating a school will be an issue for the community. Principals' opinions against twin schools, at this time, are more pragmatic than educational – who uses the rooms at night, the age range in the cafeteria and outside, dismissal, etc. Shared spaces could be planned more strategically. Do we want to pay a little more to have some extra spaces to make a twin school better. A double library is an advantage. Twin school options impact the most students in the quickest amount of time.

The group discussed whether Option L should go to the community or be eliminated. Some committee members wanted to eliminate it, but then there is not a single school option. There would also be only one option that does not have an ECC. Others felt it is needed to show why the twin schools are "better" for us. This is why the outreach is so critical. Marie suggested that the District could do Capital Improvement Plan (CIP) work right away, and replace Douglas at the same time. Jason spoke in favor of taking Option L off the table, but if it stays it becomes a rolling Master Plan, which is a pro in his opinion. Keeping this option encourages consolidation.

- 4.1.4. JD Head, Mary Brolin & Glenn Brand reviewed Option M (status quo)  
This is the lowest cost option in a way but it's really "kicking the can" in Mary's opinion. See blue sheet. The District could apply for the accelerated repair program for a lot of this. The Committee agreed that there will be community members that want to see this choice. A disadvantage is that it implies that a number of accelerated projects could be done and that is not true. It is also over 20 years.

#### 4.2. Outreach and Feedback Plan – *Kristina, Katie & Peter*

Kristina reviewed an outreach plan, with assistance from Katie and Beth. It was decided to call the forums the AB Building Project. An informal presentation to the League of Women Voters in Acton (3/7/17) will be a trial run. Kristina and Mary will do the presentations to be consistent. In response to the question of a school program possibly being eliminated, Mary said that part of this process is an MSBA requirement that an Educational Plan be written for each school(s) in a building. Mary suggested that this could be good to do for all of our schools at this time because of the different resources. If programs are changed, it will be an educational process, after seeing what programs will be in the new spaces. The Administration will look at all of the school philosophies.

Mary and Jason will put together presentation slides for March 7<sup>th</sup>. Katie and Deb will consider how to compile the feedback that is received. The handouts will come from the slides. There was some discussion about whether to use the building/program names in the presentations, but it was agreed that the community needs the names to help them understand the material being presented.

4.3. Frequently Asked Questions – Kristina is compiling the questions and drafting answers for review by the Administration. They will be posted on the website.

4.4. Educational Research – *JD, Mary & Glenn*

5. **Anticipated MSBA reimbursement rate discussion**

See discussion at the beginning of the meeting regarding the danger of giving the impression to the public that any particular rate is being promised because it is unknown at this stage.

6. **Timeline Review**

6.1. New google internal DMPCRC online calendar

7. **Future Meetings:** 7 p.m. on Wednesday March 1, 7 p.m. on Wednesday March 8

The DMPCRC adjourned at 9:15 p.m.

Respectfully submitted,  
Beth Petr

List of Documents Used: agenda, draft minutes of 2/8/17, Option I and Option L summaries, DMPCRC members list, DRAFT Planning Level Cost Estimates for Short-Listed Options (revised 10/4/16)

**SUBCOMMITTEE CHARGE**

*To review the District Master Plan as presented to the Community on 12/8/16 by Dore and Whittier, as well as the Phase I Site and Building Assessments Report of 2/4/16, and to recommend to the School Committee which of the various options should be pursued*

**FOR YOUR INFORMATION**

- All DMPCRC members can be reached at [ABBbuilding@abschools.org](mailto:ABBbuilding@abschools.org)
- School Capital and Space Planning section of ABRSD website:  
<http://www.abschools.org/district/school-capital-and-space-planning>
- Phase II Community Presentation by Dore & Whittier on 12/8/16  
See <http://actontv.org/on-demand/post-video/master-plan-visioning-phase-2-12-8-16>

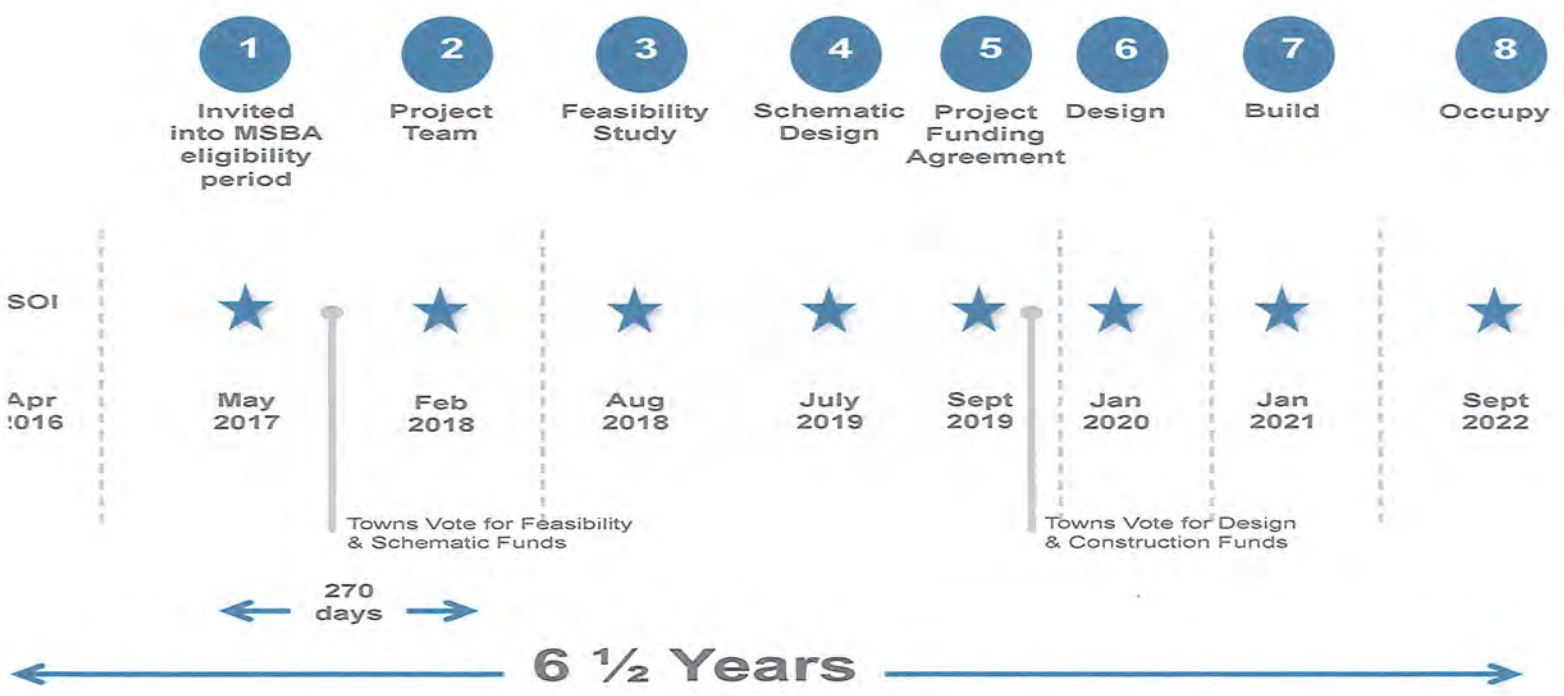
**NEXT ABRSC MEETINGS** (all at 7:00 p.m. in the Jr High Library)

- February 16 – ABRSD Annual Budget Hearing followed by School Committee Meeting (material posted Feb 10)
- March 2 – ABRSC Meeting (packet posted February 27)
- March 16 – ABRSC Meeting (packet posted March 10)
- April 27 – ABRSC Meeting (packet posted April 24)
- May 18 – ABRSC Meeting (packet posted May 12)
- June 8 – ABRSC Meeting (packet posted June 2)

<b>Module 1 Eligibility</b>	Submit Statement of Interest March 2016	MSBA Invitation Feb 2017	Initial Compliance Certificate May 3, 2017	School Building Committee June 2, 2017	Educational Profile Questionnaire July 3, 2017	Online Enrollment Projection July 3, 2017	Executed Enrollment Certification October 2, 2017	MTNC / Capital Information October 2, 2017	Local Vote A/B TM Design Funds December 4, 2017
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Following the local votes to approve Design funds the MSBA will take our Feasibility Study Agreement to their next Board meeting most likely February 2018 for MSBA board approval. This will move us out of Module 1 and into Module 2.

<b>Module 2 Forming Project Team</b>	Building Committee select OPM March 2018	MSBA Approves OPM March 2018	Designer Selection March 2018 - May 2018
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process overview - MSBA





Our school district has been conditionally accepted for STATE FUNDING for a SCHOOL BUILDING PROJECT.

What might this look like?

New building(s) or renovations?

A single, twin, or triple school?

An early childhood center (Pre-K to K)?

Fewer elementary schools?

Financial impact to Acton and Boxborough?

Acton-Boxborough  
Regional Schools

# DETERMINING THE FUTURE OF OUR DISTRICT

SAVE THE DATE:

Special Town Meetings  
to approve design funds  
Monday, December 4th



## BUILDING PROJECT: UPDATE & NEXT STEPS

- The A-B District Master Plan Review Committee has collected and analyzed extensive community feedback about potential building and renovation options.
- Recommendations as to which building options to move forward for further consideration will be presented at the June 8th school committee meeting.
- Final options will be refined over the summer.

More information at: [www.abschools.org/district/school-capital-and-space-planning](http://www.abschools.org/district/school-capital-and-space-planning)

Questions or comments? Contact: [abbuilding@abschools.org](mailto:abbuilding@abschools.org)



To: Acton-Boxborough Regional School Committee Members  
 From: Kristina Rychlik  
 Date: May 12, 2017  
 Re: School Building Committee Membership – VOTE

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As a part of the process of working with the Massachusetts School Building Authority (MSBA) on our upcoming school building project, we are required to form a School Building Committee (SBC) that meets specific guidelines regarding its makeup. This must be voted by the School Committee and submitted to the MSBA by June 2, 2017 for their review and approval.

Below is a list of proposed voting members and the category they could fit in as required by MSBA. All of these people have agreed to serve, if the School Committee would like them to. We are still hoping to add members with architecture and/or construction expertise.

Please let me know if you have any questions.

Designation	Name and Title
SBC member who is MCPPO certified*	JD Head, Director of Facilities and Transportation
Local Chief Executive Officer	Glenn Brand, Superintendent
Administrator or Manager*	<i>intentionally left blank</i>
School Committee Member(s)	Kristina Rychlik (Chair)
School Committee Member(s)	Amy Krishnamurthy
School Committee Member(s)	Mary Brolin
Superintendent of Schools	Glenn Brand, Superintendent
Local Official responsible for Building Maintenance	JD Head, Director of Facilities and Transportation
Representative of Office authorized by law to construct school buildings	Glenn Brand, Superintendent
School Principal	Lynne Newman
School Principal	Chris Whitbeck



School Principal	Damian Sugrue
Member knowledgeable in educational mission and function of facility	Marie Altieri, Deputy Superintendent
Local budget official or member of local Finance Committee	Jason Cole, Member, Acton Finance Committee
Local budget official or member of local Finance Committee	Bob Evans, Member, Acton Finance Committee
Local budget official or member of local Finance Committee	Ted Kail, Member, Boxborough Finance Committee
Members of community with architecture, <b>engineering</b> and/or construction experience	Katie Raymond
Members of community with architecture, <b>engineering</b> and/or construction experience	Rob Bukowski
Other	Mac Reid
Other	Adam Klein
Other (Acton Selectman)	Peter Berry
Other (Interim/Boxborough Selectman)	Maria Neyland

**MEMORIALS**

The School Committee recognizes that the death of a student, member of the staff, or prominent community member is deeply felt by the school community. As places designed primarily to support learning, school sites should not serve as the main venue for permanent memorials.

A memorial is anything that is established to remind people of a deceased person. Memorials include, but are not limited to, plaques or signs, plantings or memorial gardens, permanent structures, and drives or fundraisers held in the name of a deceased person.

1. Permanent memorials within the District shall be limited in form to monetary donations for a specific cause or project or scholarships. The School Committee encourages such donations or scholarships to support education, awareness, and/or prevention, where appropriate, and, when relevant, meets safe postvention guidelines as established by the mental health community.
2. Any permanent memorials in existence before the adoption of this policy can only be removed by a vote of the School Committee.
3. The District reserves final say over any/all memorials, dedications, and scholarships.

**Cross-REF:** FF Naming School Facilities  
KHA Public Solicitations in the Schools

**Approved:** TBD

First Read was 4/27/17  
Underlined sentences added  
Second Read/VOTE or another First Read on 5/18/17.

First Read

4/27/17

Second Read

5/18/17

File: FF

**NAMING DISTRICT FACILITIES**

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The Acton Boxborough Regional School Committee believes naming or renaming a school building, structure, space, property, program or other District asset (hereafter referred to as a "Facility") is a matter of significant importance, one that deserves the most thoughtful attention of the School Committee and the Administration, and one that is an unusual occurrence or event. Further, the Committee believes it should not be influenced in its decision by personal prejudice, favoritism, political pressure or temporary popularity.

Any request to name a Facility must be brought before the School Committee for approval.

If a suggestion or petition to name or to dedicate a Facility, is brought forth to the School Committee, the School Committee will first decide whether the naming or renaming of that Facility is necessary and/or appropriate. If the decision to move forward with the naming is made, the School Committee will convene a screening committee pursuant to procedure FF-R.

Deleted: a Facility or to make a memorial

In the naming of a Facility, if the name of a person is to be used, the following criteria will be applied in the selection of a person(s) to be so honored.

1. A person, living or dead, for whom a public school facility may be named must have made significant contributions to education of the youth of the Acton-Boxborough Regional Schools. Evidence of such contributions may include, but is not limited to the following:

- Unusually effective and dedicated service to or on behalf of the youth in the Acton-Boxborough Regional Schools
- Persistent efforts to sustain a high quality system of public education for all youth and to improve programs and services for these young people
- Demonstrated understanding of the essential nature of public education in the furthering of our democratic form of government.

Deleted: and the free enterprise system

2. Said person should be one who is retired, deceased or has provided service to the community in excess of 15 years. A request may not be submitted sooner than three years following the death or retirement of the individual to be so honored. This requirement may be waived by a unanimous vote of the School Committee.

3. The nominee must otherwise be worthy of the honor of having a school facility named for her/him. Evidence of such attributes could include, but may not be limited to the following:

- Superior levels of performance in strengthening and supporting Acton-Boxborough Regional Schools
- Community service
- Effective citizenship
- Seminal ideas or research
- Excellent character and general reputation

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Deleted: The School Committee recognizes that staff members, parents and other members of the community may wish to establish memorials or tributes in accordance with this policy. The School Committee encourages such community members to consider establishing scholarships in honor of persons who have special significance to the students, the school district or the community as an alternative to a memorial. In the case of establishing scholarships, the three year waiting period in paragraph 2 of this policy will be waived.

4. The School Committee may revoke the name of a Facility,

Deleted: if necessary

*Acton-Boxborough Regional School District*

The Superintendent shall prepare procedures for the naming of Facilities that are consistent with this policy.

Cross-REF: FFA Memorials

**Deleted:** The School Committee may revoke the name of a Facility if necessary.¶  
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**Approved:** TBD

**Deleted:** 6/25/15

File: FF-R

**NAMING DISTRICT FACILITIES**

Deleted: SCHOOL

1. The School Committee will announce the convening of the Screening Committee and the reason therefore. It will then announce the deadline for submitting proposed names of the relevant Facility to the Screening Committee.
2. Nominations must be submitted in writing.
3. Nominations should be submitted with answers to the following questions:
  - a. What is the reason you are suggesting the person/name? (See the criteria in the policy statement.)
  - b. Why is this a good name for the facility?
  - c. What is the biographical/other information about this person that will assist in making a decision?
  - d. Are the relevant timeframes from Paragraph 2 of policy FF met?
4. The School Committee will establish a Screening Committee consisting of representatives of the various interest groups in the community. The role of the Screening Committee is to review and evaluate the suggested names and make a recommendation to the School Committee.

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Reviewed: TBD

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File: NEW

## SUSTAINABILITY POLICY

First Read DRAFT ~~4-13-17~~ 4/27/17

The Acton-Boxborough Regional School District values sustainability and is committed to practices that support a healthy environment for present and future generations. The District will prioritize conservation of resources, carbon neutrality and environmental stewardship in concert with fiscal responsibility, health, and safety including:

- **Energy Conservation:** The District will seek out opportunities for energy conservation, energy efficiency, and deployment of renewable energy technologies to capture both cost savings and reduced carbon emissions for the District.
- **High Performance School Buildings:** The District will provide a healthy and safe environment for students and staff to support high-quality educational opportunities through best practices in management of high performance buildings, including protection of indoor air quality (IAQ), green cleaning, and integrated pest management (IPM).
- **Education & Engagement:** The District will, where appropriate and where there are natural connections, cultivate an understanding of the importance of environmentally sustainable practices, in units of study and courses, as well as through extracurricular organizations, clubs and teams.
- **Resource Conservation:** The District will promote resource conservation and efficient use of resources, including waste reduction for water, food, paper and other resources. The District will establish business procedures that give priority to environmentally preferable products and practices, and that consider environmental and social costs as well as short-term prices.
- **Local Resources:** The District will promote consumption of local water and other goods, minimizing the importation of resources already available to the community. The District will encourage students to do the same through example and outreach.

APPROVED:

**STUDENT ACTIVITY ACCOUNTS**  
**DRAFT for Policy Subcommittee 3/22/17**  
*First Reading 4/27/17*

Student funds may be raised to finance the activities of authorized student organizations. Student activity funds are considered a part of the total fiscal operation of the District and are subject to policies established by the School Committee and the Office of the Superintendent. The funds shall be only for the benefit of students and managed in accordance with sound business practices, which include accepted budgetary, accounting, and internal control practices. The Superintendent shall ensure that, annually, all Principals and student organizations receive a copy of this policy as well as a copy of established procedures for control of receipts and expenditures that meet or exceed DESE guidelines.

In compliance with Massachusetts General Law Chapter 71, Section 47\*, the School Committee:

1. Authorizes the Principals to accept money for recognized student activity organizations, which currently exist, or as from time to time may be revised. All funds received for student activities must be deposited into the interest bearing Student Activity Agency Account and no funds shall be directly deposited to a Student Activity Checking Account except from the Student Activity Agency Account.
2. Authorizes the District Treasurer to establish and maintain a Student Activity Agency Account(s) which is to be audited as part of the District's annual audit. ~~The interest that is earned on such accounts shall be maintained in the Agency Account and distributed annually among the Student Activity Checking Accounts as directed by the procedures established by the Superintendent.~~ Interest earned by the student activity agency account shall be retained by the student activity fund. The use of the aggregate earnings shall be at the discretion of the School Committee for the benefit of the students.
3. Authorizes Student Activity Checking Accounts for use by the Principals with specific maximum balances established annually for each school by vote of the School Committee. Payments for expenditures shall be made, whenever possible, by check, debit, or EFT directly from the Student Activity Checking Account. Reimbursements to personal credit card holders shall require the prior authorization of the Superintendent. Signatory authorization for Student Activity Checking Accounts shall be restricted to the Principal and (Superintendent or Treasurer). Student Activity Checking Accounts shall be audited annually in accordance with DESE guidelines.
4. Directs Principals to provide the Treasurer with a bond in an amount that the Treasurer determines will "secure the Principal's faithful performance of his duties in connection with such account"\*.
5. Shall annually, prior to the start of each school year, vote:
  - a. to establish or change the maximum balance that may be on deposit in each Student Activity Checking Account,
  - b. to reauthorize the list of officially recognized clubs, teams and other organized activities.

6.

~~For accounts with maximum balance limits that exceed \$25,000, The~~ the School Committee shall consider, in accordance with DESE guidelines, that an audit be econducted by an outside audit firm at least every three years.

**Inactive Accounts**

Any student activity inactive for a period of three (3) years or more, and for which there has been no receipts or disbursements recorded on their behalf, shall be investigated and recommended for disposition to the School Committee.

Any disposition of assets of an inactive recognized student activity shall be determined by the School Committee, but in no case shall the disposition benefit specific individuals.



## Graduating Class Funds

Funds held on behalf of graduating classes are to be held within the Student Activity Checking Account for the High School. Such funds shall be designated by the class' Year of Graduation, such as Class of ~~1998~~2017, etc.

Once a class has graduated from High School, their funds should be removed from the High School Student Activity Checking Account no later than ~~two~~ five years from the date of graduation. It is the responsibility of the class officers to vote prior to the graduation date their choice of how the funds will be utilized. ~~arrange for these funds to be removed from the High School Activity Checking Account.~~ When requested, and once all outstanding financial obligations of the graduating class have been met, the remaining balance should be removed ~~from the fund by check transfer payable to the Class of XXXX~~ in accordance with the voted instructions of the Class. Checks payable to individual members of the graduating class are not permitted.

Should the class officers not request to have their funds removed from the Student Activity Checking Account ~~within by December 31 following five~~ two years ~~after~~ of their graduation, the funds will be forfeited by the class and transferred into the General Sub-fund portion of the Student Activity Agency Account. These funds will then be allocated by a vote of the School Committee.

Class officers should be given a copy of this policy during the course of their senior year to ensure their knowledge of their obligations to perform under this policy.

SOURCE: MASC March 2016

LEGAL REF.: M.G.L. 71:47

**NOTE: DESE audit guidelines for Student Activity Checking Accounts require an annual audit. In regional districts these accounts may be a part of the annual audit by a third party auditor. In municipal districts the audits may be conducted by a district or municipal employee but not by the Principal, Treasurer, Superintendent, or any authorized signatory on the accounts. Districts with large numbers of schools may rotate the schools through the audit process.**

Approved: 6/23/16

File: KF-R

**USE OF SCHOOL FACILITIES PROCEDURES**

Revised 12/7/11, 7/5/12, 3/13/14, 7/22/15, March 2016, May 2017

A variety of school facilities are available for rent by school and community groups and individuals. Acton-Boxborough Community Education will schedule all school facilities week days after 5:00 p.m., on weekends and holidays. Facility usage at other times is based on availability and is at the discretion of the building principal. Applications for facility rental should be made no later than *two weeks* in advance of the requested date. Information on use of school buildings may be found on the A-B Community Ed. website: <http://abce.abschools.org>. or by calling the office at (978) 266-2525.

Groups interested in using the High School Auditorium should first contact Brendan Hearn, ABRSD Technical Operations Manager ([bhearn@abschools.org](mailto:bhearn@abschools.org) or 978-264-4700 x. 3425) to find out about space availability.

**All in-school groups will have until July 31st to make requests for the next school year. As of August 1st, non-school groups may request rentals on a first come, first served basis.** Rentals of school district grass fields occur two times per year. Tennis Court rentals occur once per year. Please see page 5 for more information. The ABRSD buildings are not available for use over summer vacation or for private events.

***Please note: School activities supersede all other rentals. Renters may be bumped at the last minute if the school needs a space that has been rented. Every effort will be made to find the user a similar space or reschedule the event for another date.***

**CLASSIFICATIONS**

Rental fees are based on user classification as follows:

**CLASS 1 - School and Municipal Groups**

- Events authorized and signed by a school faculty member
- Events for varsity sports and parent booster groups
- Community Education programs
- Recognized School related organizations, such as ABSAF, SADD, etc.
- Town of Acton and Town of Boxborough departments, boards and committees

Class 1 users do not pay rental fees or energy fees, only costs of personnel who work at the event (e.g. senior administrator, custodians, facilities staff, A/V staff, kitchen staff).

**CLASS 2 – Acton-Boxborough Community Service Organizations**

This class represents Acton-Boxborough non-profit or civic groups whose main purpose is social, educational, cultural or recreational and NOT business related and with a majority of their participants residing within the School District. Examples include town sports leagues, churches and other local 501©(3) organizations. Scout groups are charged \$10 a year for regular weekly meetings but assessed Class 2 fees for special events such as a Pinewood Derby.

**FEES:** Rental fees will be charged for all events, in accordance with the district's published fees. Energy fees will be charged when applicable. Class 2 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

### **CLASS 3 – All Other Organizations**

**FEES:** Rental fees will be charged for all events, in accordance with the district's published fees. Energy fees will be charged when applicable. Class 3 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

### **FREQUENT USER DISCOUNT**

Rental fees of users who rent school facilities 15-25 times per school year will be reduced by 10%.

Rental fees of users who rent school facilities 26+ times per school year will be reduced by 20%.

There are no discounts for personnel costs (senior administrator/custodial/facilities/kitchen/AV) associated with rentals.

### **FACILITY USE AND REGULATION**

#### **IMPORTANT NOTICES:**

**LATEX:** You may not bring latex products of any kind into these buildings (e.g. latex balloons or gloves):

**Administration Building  
Blanchard Memorial School  
Parker Damon Building**

**CITRUS:** You may not bring citrus products of any kind into this building:  
**RAYMOND J. GREY JUNIOR HIGH**

*In order to reduce the risk of allergic reactions, users are encouraged to not bring any of the following into the school buildings: peanuts, tree nuts, milk, dairy products, eggs, soy, wheat, fish and shellfish.*

### **SUPERVISION**

The applicant is held responsible for the preservation of order and the protection of school property. When attendance or other conditions require the use of police, firemen or parking attendants, the user shall assume full responsibility for their assignments and pay for their services.

In the case of large events (i.e. ones that use more than 50% of a school building) the district may require that a **Senior School District Administrator** be present to ensure that the facility is well managed, organizers and attendees have a positive and safe experience, and the facility is left in appropriate condition for a smooth transition to school activities to follow. Costs for this Senior Administrator will be charged to the user. If the event is a school function, such as an Ice Cream Social, and a Senior Administrator will be present, he or she may volunteer to oversee the event and no charges will be assessed. If two or more groups are renting a school and their activities together require a Senior Administrator, the cost will be divided between the groups.

## RESTRICTIONS

Renting groups shall be responsible for enforcing the following restrictions:

**a. Smoking:** Smoking is NOT permitted in any school building or on school grounds.

**b. Intoxicants:** Alcoholic beverages are forbidden on school property at all times.

**c. Food or Beverage:** Food or beverage may not be served in any area outside the cafeteria. Groups of 25 or more serving food in the cafeteria will be required to have a custodian. Community Education, in consultation with Facilities staff, will make the final determination as to the need for a custodian. Groups serving food must obtain a temporary food service permit from the Board of Health. Groups utilizing the kitchen for any reason other than using the sink to draw water, must have a kitchen supervisor.

**d. Care of Property/Decorations:** The renting organization shall be liable for any damages to school property occurring at the time of rental and as a result of the rental. Plans for mounting decorations must be approved in advance by the building principal. Tape may be used as long as it does not damage school property and that it is removed by the user at the completion of the activity. No scenery or props belonging to the users may be stored in school buildings. Wax is not to be applied to floors. Furniture or equipment may not be removed and should be replaced to its original location at the completion of the activity.

**e. Fire Prevention:** All local and state fire safety regulations will be observed. No open flames may be used. All materials used for decorations must be approved in advanced by school officials and the fire chief. Electric fixtures, line extensions, equipment, and appliances may be connected under the direct supervision of a custodian only.

**f. Use of Facilities:** Rental use will be limited to the facilities and equipment specified in the usage agreement and will, under no circumstances, extend to other rooms, areas or use of equipment. Groups using the school facilities will not be permitted to promote or manage any form of chance, gambling, lotteries, raffles, bingo or other unlawful activities. Groups of children or minors shall NOT have access or use of facilities unless accompanied by an adult supervisor. The school system will remain impartial toward programs of a political nature and strive to give equal opportunity for use of school property to all political parties. School buildings will not be available for private functions such as birthday parties, family events, celebrations, individual recitals, dinners, etc.

**g. Access:** A custodian will be assigned to open and secure the building when the building is not usually open.

**h. Concessions:** The right of concession and sale of food and drink remains with the school and control rests with school officials. Organizations using the school cafeteria and kitchen facilities for the service or sale of food to the general public must receive a temporary food service permit from the Acton Board of Health.

**i. Dances:** Dances will be limited to the High School lower gym and to the school cafeterias. Proper footwear must be used for all activities in the gym.

*All programs, performances and usage of the school buildings must conclude before 11:00 p.m. Events which would end later than 11:00 p.m. (e.g. Project Graduation) may occur at the discretion of the Superintendent and the Community Education Director.*

## LIABILITY FOR INJURY AND RECOVERY OF DAMAGES

The user agrees to save and hold harmless the the Acton-Boxborough Regional School District and agrees to assume responsibility for all liabilities arising from incident to the use, it being understood and agreed that the School District assumes no obligations respecting the use of such premises. Depending upon the size and scope of a particular event, the renter(s) will be required to provide a Certificate of Insurance affording the following coverages:

- General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.
- Workers' Compensation Insurance as required by law.

Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.

### **CUSTODIAL COVERAGE**

As noted previously, custodians are assigned to any event occurring when a school building is closed. The custodian opens the facility and preps it for the event (including turning on heat/lights/unlocking doors/setting up furniture as needed/etc), is on duty during the event to assist organizers, and then cleans and locks up afterwards. Other conditions that trigger custodian overtime are the presence of a significantly large group that cannot be supported by an on-duty custodian during his or her regular shift, and/or the presence of food that requires significant clean up/trash removal.

### **USE OF CAFETERIA/KITCHEN**

Groups using the kitchen areas for anything more than the acquisition of water must employ a kitchen staffer and/or supervisor. Kitchen equipment will not be available for use by renting groups.

### **USE OF GYMNASIUMS**

Groups/individuals renting the gymnasiums must wear sneakers and conduct athletic activities in a safe and supervised manner.

### **USE OF THE SWIMMING POOL**

The High School pool may be rented to a group of 15 to 50 people. A pool supervisor and/or one currently certified lifeguard will be required for each group of 15-25 people. A pool supervisor and/or two lifeguards will be required for groups of 26-50 people. Lifeguards must be members of the current pool staff or be approved by the pool manager. Supervisor and Lifeguard fees will be charged to the user group. A custodian will be required for any group using the High School pool.

### **USE OF GRASS FIELDS**

Field requests are submitted to Community Ed. in January for spring and summer use and in July for fall use.

### **USE OF ED LEARY FIELD**

All requests for Ed Leary Field usage must be approved by the Community Education Director. All approved evening events must conclude by 10:00 p.m. and the sound system turned off. Stadium lights must be turned off by 10:30 pm and the parking lot cleared at that time. An event may go beyond that time in the event of

overtime. There is a \$30/hour charge for the lights as well as custodial overtime fees if lights are needed on the weekend or on a holiday.

### USE OF TENNIS COURTS

Given the heavy use of district courts by our schools and members of the Acton-Boxborough community, a limited number of rental hours are available. These hours occur for 10 weeks in the spring (from April through mid-June) and the fall (September through mid-November). The schedule of available hours is posted on the A-B Community Ed. website (<http://abce.abschools.org>). Interested parties should submit a request for use of tennis courts to Community Education by January 15.

### USE OF AUDIO VISUAL EQUIPMENT

Renting groups should indicate the need for audiovisual equipment on the application form. For events to be held at Acton-Boxborough Regional High School or at an elementary school, contact Brendan Hearn at (978) 264-4700 x3425 or [bhearn@abschools.org](mailto:bhearn@abschools.org). For events to be held at Raymond J. Grey Junior High, contact Jeanne Goulet Bouchard at (978) 264-4700 x 3395 or [jgoulet@abschools.org](mailto:jgoulet@abschools.org).

### ENERGY FEES

Starting in FY18 (July 2017), when a school building has been reserved for use by a Class 2 or Class 3 group at a time when the facility would otherwise be off-line, the ABRSD will assess energy fees associated with the costs associated with powering up the facility for the rental. If multiple renters are sharing a facility, the fee will be pro-rated according to their use.

Building	April-October Hourly Fee	November-March Hourly Fee
ABRHS	N/A	N/A
RJ Grey JH	\$20	\$50
Admin Building	\$5	\$15
Blanchard	\$10	\$25
Conant	\$5	\$15
Douglas	\$5	\$15
Gates	\$5	\$15
Parker Damon Building	\$20	\$30

### CANCELLATION OF EVENTS

In the event that school is canceled due to inclement weather or other emergencies, outside rentals will also be canceled. Renters will be notified by the Community Education office if this has occurred,

### SPECIAL EVENTS

Occasionally, requests for large group activities or activities of an unusual nature may necessitate specific precautionary measures before permission is granted. In order to protect the health and safety of participants as well as protect school property, activities where attendance is expected to exceed 500 are required to hire a police officer. Proof of adequate insurance may also be required. The following procedure will be followed

before the use of facility request is approved where extenuating circumstances would cause danger to persons or property:

a. A representative of the renting group will submit an application to Community Education. A meeting may be necessary to clarify the request.

b. The reservation is contingent upon:

1. Written approval from the Acton Board of Selectmen that the police and fire protection will be adequate.
2. The Superintendent is satisfied that the insurance coverage is adequate.
3. The School Committee approves with a majority vote.

The use of school facilities is a privilege. Acton-Boxborough Community Education and the Acton-Boxborough Regional School Committee reserves the right to deny or restrict usage of the school facilities.

### PAYMENT OF FEES

Costs are billed to the user after the event. Checks should be made payable to: “**Acton-Boxborough Community Education**” and sent to:

Acton-Boxborough Community Education  
Administration Building  
15 Charter Road  
Acton, MA 01720

### RENTAL FEES Effective July 1, 2017

	Class 1	Class 2	Class 3
Classroom/Conference Room	N/A	\$30/use	\$30/hour
Elementary Gym/JH Auxiliary Gym	N/A	\$50/use	\$75/hour
HS Lower Gym	N/A	\$50/use	\$75/hour
HS Upper Gym/JH Gym	N/A	\$50/use	\$150/hour
Elementary/JH Cafeteria	N/A	\$50/use	\$75/hour
HS Commons (3 caf)	N/A	\$50/use	\$100/hour
Kitchen	N/A	\$50/use	\$75/hour
JH/HS Auditorium	N/A	\$75/use	\$200/hour
Library	N/A	\$50/use	\$75/hour
Tennis Courts	N/A	\$8/use	\$12/hour
Ed Leary Field	N/A	\$200/use plus lights	\$200/hour plus lights
Elementary Field/Playground	N/A	\$50/use (N/A for youth sports leagues)	\$50/hour
HS Pool	N/A	\$50/use	\$100/hour
Energy Fees	N/A	See chart above	See chart above
Custodian		Monday-Saturday \$52/hour* Sunday/Holiday - \$62/hour*	

	3 hour minimum
Kitchen Staff	Staffer - \$35/hour Supervisors \$40/hour
A/V Staff	Student: \$20/hour Supervisor: \$40/hour
A/V Equipment	Tier 1: \$10/use Tier 2: \$25/use Tier 3: \$50/use
Senior Administrator	\$65/hour

\*Custodial rates to be increased as necessary to correspond with contractual provisions.



File: KF-R

## USE OF SCHOOL FACILITIES PROCEDURES

Revised 12/7/11, 7/5/12, 3/13/14, 7/22/15, March 2016

A variety of school facilities are available for rental by school and community groups and individuals. Acton-Boxborough Community Education will schedule all school facilities week days after 5:00 p.m., on weekends and holidays. Facility usage at other times is based on availability and is at the discretion of the building principal. Applications for facility rental should be made no later than *two weeks* in advance of the requested date. ~~Applications for facility rental may be obtained at the Community Education Office in the Administration Building, 15 Charter Road in Acton. Information on use of school buildings may be found on the A-B Community Ed. website: <http://abce.abschools.org> or by calling the office at The phone number is (978) 266-2525. The application can be downloaded from the A-B Community Ed. website: <http://abee.abschools.org>.~~

Groups interested in using the High School Auditorium should first contact Brendan Hearn, ABRSD Technical Operations Manager ([bhearn@abschools.org](mailto:bhearn@abschools.org) or 978-264-4700 x. 3425) to find out about space availability.

**All in-school groups will have until July 31st to make requests for the next school year. As of August 1st, non-school groups may request rentals on a first come, first served basis.** Rentals of school district grass fields occur two times per year. Tennis Court rentals occur once per year. Please see page 5 for more information. The ABRSD buildings are not available for use over summer vacation or for private events.

***Please note: School activities supersede all other rentals. Renters may be bumped at the last minute if the school needs a space that has been rented. Every effort will be made to find the user a similar space or reschedule the event for another date.***

### CLASSIFICATIONS

Rental fees are based on user classification as follows:

#### **CLASS 1 - School and Municipal Groups**

- Events authorized and signed by a school faculty member
- Events for varsity sports and parent booster groups
- Community Education programs
- Recognized School related organizations, such as ABSAF, SADD, etc.
- Town of Acton and Town of Boxborough departments, boards and committees

Class 1 users do not pay rental fees or energy fees, only costs of personnel who work at the event (e.g. senior administrator, custodians, facilities staff, A/V staff, kitchen staff).

#### **CLASS 2 – Acton-Boxborough Community Service Organizations**

This class represents Acton-Boxborough non-profit or civic groups whose main purpose is social, educational, cultural or recreational and NOT business related and with a majority of their participants residing within the School District . Examples include town sports leagues, churches and other local 501©(3) organizations. Scout groups are charged \$10 a year for regular weekly meetings but assessed Class 2 fees for special events such as a Pinewood Derby.

**FEES:** Rental fees will be charged for all events, in accordance with the district’s published fees. Energy fees will be charged when applicable. Class 2 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

### **CLASS 3 – All Other Organizations**

**FEES:** Rental fees will be charged for all events, in accordance with the district’s published fees. Energy fees will be charged when applicable. Class 3 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

### **FREQUENT USER DISCOUNT**

Rental fees of users who rent school facilities 15-25 times per school year will be reduced by 10%.

Rental fees of users who rent school facilities 26+ times per school year will be reduced by 20%.

There are no discounts for personnel costs (senior administrator/custodial/facilities/kitchen/AV) associated with rentals.

### **FACILITY USE AND REGULATION**

#### **IMPORTANT NOTICES:**

**LATEX: PARKER DAMON BUILDING and ACTON BOXBOROUGH REGIONAL HIGH SCHOOL:** You may not bring latex products of any kind into these buildings (e.g. latex balloons or gloves):

**Administration Building**  
**Blanchard Memorial School.**  
**Parker Damon Building**

**CITRUS: RAYMOND J. GREY JUNIOR HIGH:** You may not bring citrus products of any kind into this building:  
**RAYMOND J. GREY JUNIOR HIGH.**

*In order to reduce the risk of allergic reactions, users are ~~encouraged~~asked to not bring any of the following into the school buildings: peanuts, tree nuts, milk, dairy products, eggs, soy, wheat, fish and shellfish.*

## SUPERVISION

The applicant is held responsible for the preservation of order and the protection of school property. When attendance or other conditions require the use of police, firemen or parking attendants, the user shall assume full responsibility for their assignments and pay for their services.

In the case of large events (i.e. ones that use more than 50% of a school building) the district may require that a **Senior School District Administrator** be present to ensure that the facility is well managed, organizers and attendees have a positive and safe experience, and the facility is left in appropriate condition for a smooth transition to school activities to follow. Costs for this Senior Administrator will be charged to the user. If the event is a school function, such as an Ice Cream Social, and a Senior Administrator will be present, he or she may volunteer to oversee the event and no charges will be assessed. If two or more groups are renting a school and their activities together require a Senior Administrator, the cost will be divided between the groups.

## RESTRICTIONS

Renting groups shall be responsible for enforcing the following restrictions:

**a. Smoking:** Smoking is NOT permitted in any school building or on school grounds.

**b. Intoxicants:** Alcoholic beverages are forbidden on school property at all times.

**c. Food or Beverage:** Food or beverage may not be served in any area outside the cafeteria. Groups of 25 or more serving food in the cafeteria will be required to have a custodian. Community Education, in consultation with Facilities staff, will make the final determination as to the need for a custodian. Groups serving food must obtain a temporary food service permit from the Board of Health. Groups utilizing the kitchen for any reason other than using the sink to draw water, must have a kitchen supervisor.

**d. Care of Property/Decorations:** The renting organization shall be liable for any damages to school property occurring at the time of rental and as a result of the rental. Plans for mounting decorations must be approved in advance by the building principal. Tape may be used as long as it does not damage school property and that it is removed by the user at the completion of the activity. No scenery or props belonging to the users may be stored in school buildings. Wax is not to be applied to floors. Furniture or equipment may not be removed and should be replaced to its original location at the completion of the activity.

**e. Fire Prevention:** All local and state fire safety regulations will be observed. No open flames may be used. All materials used for decorations must be approved in advanced by school officials and the fire chief. Electric fixtures, line extensions, equipment, and appliances may be connected under the direct supervision of a custodian only.

**f. Use of Facilities:** Rental use will be limited to the facilities and equipment specified in the usage agreement and will, under no circumstances, extend to other rooms, areas or use of equipment. Groups using the school facilities will not be permitted to promote or manage any form of chance, gambling, lotteries, raffles, bingo or other unlawful activities. Groups of children or minors shall NOT have access or use of facilities unless accompanied by an adult supervisor. The school system will remain impartial toward programs of a political nature and strive to give equal opportunity for use of school

property to all political parties. School buildings will not be available for private functions such as birthday parties, family events, celebrations, individual recitals, dinners, etc.

**g. Keys:** ~~Keys will not be issued to any group/individual~~ **Access:** -A custodian will be assigned (minimum 3 hours) to open and secure the building when the building is not usually open.

**h. Concessions:** The right of concession and sale of food and drink remains with the school and control rests with school officials. Organizations using the school cafeteria and kitchen facilities for the service or sale of food to the general public must receive a temporary food service permit from the Acton Board of Health.

**i. Dances:** Dances will be limited to the High School lower gym and to the school cafeterias. Proper footwear must be used for all activities in the gym.

*All programs, performances and usage of the school buildings must conclude before 11:00 p.m. Events which would end later than 11:00 p.m. (e.g. Project Graduation) may occur at the discretion of the Superintendent and the Community Education Director.*

#### LIABILITY FOR INJURY AND RECOVERY OF DAMAGES

The user agrees to save and hold harmless the the Acton-Boxborough Regional School District and agrees to assume responsibility for all liabilities arising from incident to the use, it being understood and agreed that the School District assumes no obligations respecting the use of such premises. Depending upon the size and scope of a particular event, the renter(s) will be required to provide a Certificate of Insurance affording the following coverages:

- General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.
- Workers' Compensation Insurance as required by law.

Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.

#### CUSTODIAL COVERAGE

As noted previously, custodians are assigned to any event occurring when a school building is closed. The custodian opens the facility and preps it for the event (including turning on heat/lights/unlocking doors/setting up furniture as needed/etc), is on duty during the event to assist organizers, and then cleans and locks up afterwards. Other conditions that trigger custodian overtime are the presence of a significantly large group that cannot be supported by an on-duty custodian during his or her regular shift, and/or the presence of food that requires significant clean up/trash removal.

#### USE OF CAFETERIA/KITCHEN

Groups using the kitchen areas for anything more than the acquisition of water must employ a kitchen staffer at the rate of \$35/hour and/or a kitchen supervisor at the rate of \$40/hour and/or supervisor. Kitchen equipment will not be available for use by renting groups.

## **USE OF GYMNASIUMS**

Groups/individuals renting the gymnasiums must wear sneakers and conduct athletic activities in a safe and supervised manner.

## **USE OF THE SWIMMING POOL**

The High School pool may be rented to a group of 15 to 50 people. A pool supervisor and/or one currently certified lifeguard will be required for each group of 15-25 people. A pool supervisor and/or two lifeguards will be required for groups of 26-50 people. Lifeguards must be members of the current pool staff or be approved by the pool manager. Supervisor and Lifeguard fees will be charged to the user group. A custodian will be required for any group using the High School pool.

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Acton, MA 01720

Effective July 1, 2017

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HS Upper Gym/JH Gym	N/A	\$50/use	\$150/hour
Elementary/JH Cafeteria	N/A	\$50/use	\$75/hour
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Library	N/A	\$50/use	\$75/hour
Tennis Courts	N/A	\$8/use	\$12/hour
Ed Leary Field	N/A	\$200/use plus lights	\$200/hour plus lights
Elementary Field/Playground	N/A	\$50/use (N/A for youth sports leagues)	\$50/hour
HS Pool	N/A	\$50/use	\$100/hour
Energy Fees	N/A	See chart above	See chart above
Custodian	Monday-Saturday \$49 <del>52</del> /hour* Sunday/Holiday - \$59 <del>62</del> /hour* 3 hour minimum		
Kitchen Staff	Staffer - \$35/hour Supervisors \$40/hour		
A/V Staff	Student: \$20 <del>15</del> /hour Supervisor: \$43 <del>00</del> /hour		
A/V Equipment	Tier 1: \$10/use Tier 2: \$25/use Tier 3: \$50/use		
Senior Administrator	\$65/hour		

\*Custodial rates to be increased as necessary to correspond with contractual provisions.



**ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE  
MEETINGS  
2017-2018**

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Acton-Boxborough Regional School Committee meetings are usually held on the first and third Thursdays of the month, at 7:00 p.m. in the R.J. Grey Junior High School Library. Materials are posted at <http://www.abschools.org/school-committee/meetings-agendas-packets-and-minutes> usually on the Friday night prior to each meeting. Meeting agendas are posted at least 48 hours prior at [www.abschools.org](http://www.abschools.org)

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**Annual Workshop:** Thursday, July 13 OR Tuesday, July 11?

**Summer Business Meeting:** Tues, August 1 (1 out) OR Mon, Aug 7 (2 out)?

September 7

September 19 (TUESDAY, due to no school on Thursday, September 21)

October 5

October 19

November 2

November 16

December 7

December 21

January 11

January 27 (Sat) **School Committee Budget Saturday**

*(Preliminary Budget must be prepared at least 20 days prior to final Budget Adoption.)*

February 1

February 15

**Open Budget Hearing**-required by law

*(Final Budget must be adopted not later than 45 days prior to start of Acton Town Meeting, 4/2/18. . 45 days = 2/xx/17)*

March 1

March 15

March 29 (if needed)

April 12

April 26

May 17

June 7

June 21

**Note:** Acton Town Meeting begins April 2, 2018. Boxborough Town Meeting begins May X, 2018.  
*Voted 2/2/17* <http://www.abschools.org/school-committee>

*Superintendent's 2016-2017  
End of Year Goals Report*

This item is posted separately after the packet  
on

[http://www.abschools.org/school-  
committee/meetings-agendas-packets-and-  
minutes](http://www.abschools.org/school-committee/meetings-agendas-packets-and-minutes)



**Acton-Boxborough Regional School District**

15 Charter Road • Acton, MA 01720

978-264-4700 • [www.abschools.org](http://www.abschools.org)

**MEMO**

**To:** Acton-Boxborough Regional School Committee  
**Re:** Office of Civil Rights (OCR) Complaint – Website Accessibility  
**From:** Dawn G. Bentley, Ed.D. – Assistant Superintendent for Student Services  
Amy Bisiewicz – Director of Educational Technology  
**Date:** May 15, 2017

On April 26, 2017, the District received the attached OCR complaint, one of hundreds filed by an advocate against public schools, state departments of education, and other public entities across the country. This complaint lists seven specific websites from our [www.abschools.org](http://www.abschools.org) domain that are inaccessible to users with disabilities under international accessibility standards.

As we have quickly learned in the last few weeks, there are four principles of websites accessibility (**POUR**): whether content is **perceivable** (presented in ways users can understand), **operable** (interface components and navigation are operable), **understandable** (interface/information presented must be easily understood), and **robust** (content must be able to be interpreted by a wide variety of users). When testing just a few of our web pages against these principles, we receive low or failing marks. It is important to note that our website contains approximately 225 pages *before* we factor in any teacher pages. Our existing website was built over five years ago using the old Google Sites, which has some accessibility features, but does not comply with present-day standards in this realm. Additionally, the current Google Sites will be retired in 2018, so we will need to move to a new platform regardless.

In the last few weeks, Amy and I have spent countless hours on the phone with a number of vendors who specialize in website accessibility, as well as other districts that have received identical complaints, in order to understand how to best respond. We have learned that the issues inherent in our site are significant. To complicate matters, we also utilize a variety of third party vendors (e.g. PowerSchool, School Café, AppliTrack, etc.) who will have to also agree to comply with these standards. Additionally, if we opt to keep hosting and posting videos, this media will need to be transcribed and have closed captioning available. As you might imagine, this is an incredibly daunting task for such a small Educational Technology Department that doesn't directly employ website development staff.

Based on the information available, we anticipate working through the following phases to address this complaint:

**Phase I:** Submit a voluntary resolution to OCR by May 26, 2017 outlining our plan to address website accessibility.

**Phase II:** By June 30, 2017 adopt School Committee policy and procedures that speak to website accessibility. Submit a resolution proposal to OCR, which must include contracting with a certified auditing firm to complete deliverables in accordance with an OCR-approved timeline.

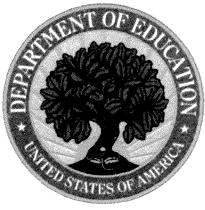
**Phase III:** Develop new, compliant website and complete audit based on OCR requirements. Train staff on website development and accessibility awareness.

**Phase IV:** Implement an ongoing monitoring plan to ensure accessibility as content is added over time.

We are committed to ensuring that users with and without disabilities have equitable access to our website, and we appreciate your support, inquiries, and suggestions as we move forward with this work.

*At ABRSD, our mission is to develop engaged, well-balanced learners through collaborative, caring relationships.*

WELLNESS • EQUITY • ENGAGEMENT



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS, REGION I

5 POST OFFICE SQUARE, 8<sup>TH</sup> FLOOR  
BOSTON, MASSACHUSETTS 02109-3921

April 21, 2017

Glenn A. Brand, Ed.D  
Superintendent  
Acton-Boxborough Regional School District  
16 Charter Road  
Acton, Massachusetts 01720

Re: OCR Case No. 01-16-1332  
Acton-Boxborough Regional School District

Dear Dr. Brand:

After careful review, the U.S. Department of Education, Office for Civil Rights (OCR) is accepting for investigation the above-referenced complaint that was filed against the Acton-Boxborough Regional School District (District), alleging disability discrimination. The Complainant alleged that the following pages on the District's website are not accessible to persons with certain disabilities, including but not limited to vision impairments:

- Homepage  
<http://www.abschools.org/home>
- Student Services  
<http://www.abschools.org/departments/student-services>
- For Parents  
<http://www.abschools.org/families>
- Nutrition Services  
<http://www.abschools.org/departments/food-services>
- Educational Technology  
<http://www.abschools.org/departments/educational-technology>
- Teaching and Learning  
<http://www.abschools.org/departments/curriculum>
- Academic Support  
<http://www.abschools.org/departments/curriculum>

OCR evaluated this complaint pursuant to our jurisdiction under Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability in

programs or activities receiving financial assistance from the U.S. Department of Education. OCR also evaluated this complaint pursuant to our jurisdiction under Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35. Under Title II, OCR has jurisdiction over complaints alleging discrimination on the basis of disability that are filed against certain public entities. The District is a recipient of financial assistance from the U.S. Department of Education and is a public education system. Therefore, OCR has jurisdictional authority to investigate this complaint under Section 504 and Title II.

OCR has determined that our agency has jurisdiction over these allegations and that they were filed in a timely manner. Therefore, OCR is opening these allegations for investigation, and will investigate the following issues:

1. Whether, through its website, the District is excluding qualified persons with disabilities from participating in, denying them the benefits of, or otherwise subjecting them to discrimination in its programs, activities, aids, benefits, or services, in violation of the Section 504 implementing regulation at 34 C.F.R. Part 104.4 and the Title II implementing regulation at 28 C.F.R. Part 35.130.
2. Whether, through its website, the District is failing to take appropriate steps to ensure that its communications with applicants, participants, companions, and other members of the public with disabilities are as effective as its communications with others, in violation of the Title II implementing regulation at 28 C.F.R. Part 35.160(a).

Please note that opening the allegations for investigation in no way implies that OCR has made a determination with regard to their merits. During the investigation, OCR is a neutral fact-finder, collecting and analyzing relevant evidence from the complainant, the recipient, and other sources, as appropriate. OCR will ensure that its investigation is legally sufficient and is dispositive of the allegations, in accordance with the provisions of Article III of OCR's *Case Processing Manual* (CPM), which can be found online at:  
<http://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.pdf>.

For an overview of OCR's complaint evaluation, investigation, and resolution process, you may also access a document entitled "OCR Complaint Processing Procedures" online at:  
<http://www2.ed.gov/about/offices/list/ocr/docs/complaints-how.pdf>.

To facilitate OCR's efforts to investigate this complaint, OCR requests that, within fifteen (15) days of the date of this letter, you provide to OCR the information listed in the enclosed data request. The regulation implementing Title VI of the Civil Rights Act of 1964, at 34 C.F.R. Section 100.6(b) and (c), requires that a recipient of federal funding make available to OCR information that may be necessary to reach a compliance determination. This requirement is incorporated by reference in the regulation implementing Section 504, at 34 C.F.R. § 104.61. The regulation implementing the Family Educational Rights and Privacy Act at 34 C.F.R. Section 99.31(a)(3)(iii) allows OCR to review non-redacted personally identifiable records without regard to considerations of privacy or confidentiality. Further, pursuant to 34 C.F.R. § 100.6(c), an institution may not assert considerations of privacy or confidentiality to bar OCR

from performing its investigative function. Accordingly, the District must provide OCR access to the District's records in original, non-redacted form. OCR will collect only material needed to investigate this complaint and will take all proper precautions to protect the identity of any individuals named.

When appropriate, under Section 302 of its CPM, OCR can resolve a complaint allegation prior to completion of an investigation through a voluntary resolution agreement after the recipient expresses an interest in resolving the complaint. In such cases, OCR obtains a resolution agreement signed by the recipient. This agreement must be aligned with the complaint allegations or the information obtained during the investigation, and it must be consistent with applicable regulations.

Please be advised that the District may not harass, coerce, intimidate or discriminate against any individual because he or she has filed a complaint or participated in the complaint resolution process. If this happens, an individual may file another complaint alleging such treatment.

Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon request. In the event that OCR receives such a request, it will seek to protect, to the extent provided by law, personally identifiable information that, if released, could reasonably be expected to constitute an unwarranted invasion of privacy.

OCR is committed to resolving complaints as promptly and effectively as possible. If you have any questions, you may contact Carol Kennedy-Merrill, Civil Rights Investigator, at (617) 289-0048 or [Carol.Kennedy-Merrill@ed.gov](mailto:Carol.Kennedy-Merrill@ed.gov).

Sincerely,



Michelle Kalka  
Compliance Team Leader

**Data Request**  
**OCR Case No. 01-16-1332**  
**District: Acton-Boxborough Regional School District**

Please submit the following information in electronic format (via e-mail or CD) to OCR within fifteen (15) calendar days of the date of this letter. Subsequent to the District's response(s) to this data request but prior to the final stages of its investigation, OCR will accept supplemental materials from the District that it believes will have a materially impact on or will alter OCR's investigation. If responsive information is only available in hard copy format, OCR requests that you refrain from the use of staples, if possible, to facilitate the processing of your information. You may send the information to the attention of Civil Rights Investigator Carol Kennedy-Merrill at [carol.kennedy-merrill@ed.gov](mailto:carol.kennedy-merrill@ed.gov) or, if only available in hard copy, to the address in the enclosed letter or by fax at (617) 289-0150.

Please note that where a policy is requested but a written policy on the matter at issue does not exist, please instead provide an explanation of the usual practice.

1. The name, title, address, telephone number, fax number, and e-mail address of the District's designated contact person for this complaint, and if different, the person authorized to resolve this complaint on behalf of the District.
2. The District's response to the allegation.
3. All policies and procedures relating to the creation, modification, and editing of the District's website, especially as they relate to the accessibility of the website for people with disabilities. If the District's policies and procedures refer to any web accessibility standards such as the Section 508 Standards or the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG), or other standards, please identify those in the District's response.
4. Identify the vendors used to design, develop, and maintain the content and functionality of the website and, if they have provided the District with a VPAT (voluntary product accessibility template) or other assurances that their services and products will help the District meet its underlying Section 504 and Title II legal obligations, please describe those assurances.
5. The names, titles, and contact information of the person(s) most knowledgeable about the accessibility of the District's website's content and functionality.
6. Any and all documents, including, but not limited to, e-mails, correspondence, memoranda, or notes, regarding efforts to make the website accessible to individuals with disabilities.
7. All self-study and/or monitoring reports that the District has used to evaluate or monitor the website's accessibility for individuals with disabilities.

8. All complaints, grievances, or comments received within the last three years pertaining to the accessibility of the website to people with disabilities (or a particular person with a disability), including a detailed description of how such matters were resolved.
9. Any other documentation or narrative explanation the District would like OCR to consider in its investigation, including the identification of relevant witnesses. For each individual identified, please provide a name, title, current contact information, and relevance to OCR's investigation.



U.S. Department of Education  
Office for Civil Rights  
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Boston, MA 02109

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MA 021  
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Glenn A. Brand, Ed.D  
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## Advocate Moves Needle on Website Accessibility

### School districts among those targeted

By [Christina A. Samuels](#)

August 2, 2016

Every year, thousands of complaints flow into the office tasked with investigating disability discrimination for the U.S. Department of Education.

This year, Marcie Lipsitt, a special education advocate from Michigan, has been responsible for about 500 of those complaints—and counting.

Lipsitt's focus is on the websites of school districts and other educational institutions, which she says widely disregard the needs of users who are blind or visually impaired, or who cannot use a mouse to navigate a page. Other website problems she has spotted include videos with no captions, or text and background color combinations that are a strain for people with low vision.

Her letters have gotten results. In June, the Education Department's office for civil rights announced that it had entered into settlement agreements over website accessibility with schools, districts, and departments of education in seven states and in Guam.

All of those complaints originated with Lipsitt, who fires off at least a couple of letters a day from her home in Franklin, 20 miles outside Detroit.

"I have nothing to lose but time and sleep," said Lipsitt, who squeezes in the letters in addition to her work as a lay advocate, helping families with special education disputes.

But Lipsitt, who is not visually impaired, said this is about more than being a prolific gadfly.

The proposed regulations for the Every Student Succeeds Act say that, in many cases, placing information on a website is sufficient for states and districts to meet public reporting requirements. But what use is it to the public if that essential information can't be read by everyone? Lipsitt and other advocates want the regulations to state that if states and districts are allowed to use their websites as the equivalent of a town crier, then those sites should be usable for everyone.

"If those final regulations don't include web accessibility, then shame on everyone," Lipsitt said.

### Crucial Elements

Some of the elements behind accessible web design are clear to any user, such as well-organized sites that feature obvious navigational pathways and multiple ways to access information.

There are also some technological requirements that might be invisible to users of standard web browsers, but are essential to those who use screen readers—software that converts text into synthesized speech.

For example, imagine using a word-processing program to type a block of text with a title. To distinguish the title from the text, a user might enlarge the font and make it bold. Those changes are visual clues that those words should be considered separately from the text that follows.

But those visual changes on a website mean nothing to screen-reader programs without embedded codes that tell software that certain words are meant to be a header. Without such coding, screen readers only see an undifferentiated block of text.

Images present a similar problem. An accessible website would include a specially coded image description. Without that coding, a screen reader will only spit out a file name, such as "school\_123.jpg."

School districts and educational institutions are hardly alone in having poorly designed websites, said Marla Runyan, the lead accessibility consultant with Perkins Solutions, which advises government agencies, retail outlets, and educational institutions on website usability. Perkins Solutions is under the umbrella of the Perkins School for the Blind, the oldest school for the blind in the United States.

"The intent of your website is that you have something you want to share or sell," Runyan said. "Why would you shut out that many people?"

No one would think of physically slamming the door in the face of a blind person, but impossible-to-navigate websites are the computer equivalent of the same action, she said.

"There's nothing more frustrating than being a fully capable individual, but yet I have this barrier in front of me to keep me from doing what I'm able to do," she said.

### **Slow to Change**

But entities have been slow to change unless they've been hit by legal action, Runyan said. Both Section 508 of the Rehabilitation Act of 1973 and the 26-year-old Americans with Disabilities Act set guidelines for technology accessibility, but those rules have stagnated while internet use has grown in leaps and bounds.

Experts in the field are waiting for the government to release refreshed guidelines. But in the meantime, the Education Department and the Justice Department have said that websites should follow the accessibility guidelines published by the World Wide Web Consortium, an international standards organization.

Lipsitt's letter-writing campaign started back in February 2014, when Michigan proposed some changes to its special education regulations that she protested. She was also angry that the monthlong comment period required people to either mail a letter to a post office box, or to navigate a complicated web portal. Without knowing anything about website accessibility at the time, she filed a complaint. Michigan ended up in an agreement in June 2015 to revamp its website.

After filing a few more complaints against other entities, in 2016 Lipsitt started her campaign in earnest, using computer software that evaluates websites for their usability. At the request of another advocate, she checked the site of the New Mexico Department of Education. Then she checked the New York City district, because she was unhappy with an article she had read about the city's mayor, Bill de Blasio.

At that point, Lipsitt decided to check the website of every state's department of education. Then she moved on to the education websites of the territories, such as Puerto Rico and Guam. Next came the country's 100 largest school districts. She has filed complaints against charter schools, virtual schools, and schools for the deaf and blind. She has also turned her attention to other entities, such as the New York Public Library and PBS, the public broadcasting network.

Lipsitt said the Education Department told her that the office for civil rights has assigned a disability expert to oversee all of her complaints.

Officials at the department would not confirm this, saying that privacy rules prevent it from revealing information about complainants. But a department spokesman said that anyone can file a complaint, that all complaints are evaluated to see if they warrant further investigation, and that it's not unusual for several complaints to come from one person.

The Juneau, Alaska, district is one of the school systems that entered into a settlement agreement with the Education Department in June. (Lipsitt's complaints have also included school districts that serve state capitals.) Kristin Bartlett, the district's chief of staff, said that the complaint came at the same time the school system was looking for a new website vendor.

In better financial times, the district had a dedicated web manager. In recent years, it had outsourced that work to companies that it thought were providing accessible pages, Bartlett said.

The new web vendor is providing services at a lower cost than the previous web vendor, Bartlett said, and the district is in the process of training employees in accessibility guidelines. Employees in the district who use screen readers and other assistive technology will also serve as monitors, Bartlett said.

The complaint and investigation "has created a lot of awareness about something that we want to be doing anyway, and that we thought we were doing," she said. "But now we're doing it better. It's a benefit for us to be looking at this more closely."

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**Acton-Boxborough Regional School District****SUPERINTENDENT EVALUATION PROCESS****April 27, 2017**

The Administrative Contract of Employment between the Superintendent of Schools and the School Committee states that the Superintendent will be evaluated on an annual basis. A written summary evaluation report will be distributed to all 2016-17 Committee members and the Superintendent. The Committee and Superintendent will meet within 30 days after the completion of the written report to discuss the evaluation.

The Committee and the Superintendent will meet in open session for the purpose of evaluating the Superintendent in the performance of his duties and responsibilities on behalf of the Acton-Boxborough Regional School District. This evaluation will be based upon the Superintendent's job description, the goals and objectives set for the year in which the evaluation occurs, and in accordance with the procedures established by the Committee for this purpose.

This discussion will be conducted with due regard for the value of praise and constructive criticism as tools for professional growth and improvement. All parties recognize the continuing need for mutual trust and understanding between the Committee and the Superintendent.

To meet the School Committee's contractual obligation to evaluate the Superintendent annually, an evaluation timetable will be developed by the then current Chair of the Acton-Boxborough Regional School Committee and distributed at the March or April meeting of the School Committee. Attachment 1 is the draft schedule for 2017.

The current Chair of the Committee, as of the February before the evaluation occurs, will manage the evaluation process. Participants will include Committee members as of that meeting.

At second June School Committee meeting (6/22/17):

School Committee votes summary evaluation and annual salary, effective July 1.

At July School Committee workshop (date tbd):

School Committee discusses Committee and system-wide goals for the coming school year.

At first October School Committee meeting (10/5/17):

Superintendent presents the goals for the current school year to Committee for acceptance.

At first January School Committee meeting (1/11/18):

Superintendent presents a progress report and goals update as part of a Midcycle Review.

## **Attachment 1- Draft Schedule - Superintendent's Evaluation Timetable for 2017**

1. February 16, 2017 School Committee meeting
  - Superintendent presents an interim report on the status of the current year's goals as a part of the Midcycle Review.
  
2. April 27, 2017 School Committee meeting
  - The following evaluation documents are distributed to Committee members:
    1. MA Model System for Educator Evaluation Part VI: Implementation Guide for Superintendent Evaluation  
<http://www.doe.mass.edu/eeval/model/PartVI.pdf>
    2. Appendix A: Superintendent Rubric (this is posted online separately from the above document)  
[http://www.doe.mass.edu/eeval/model/PartIII\\_AppxA.pdf](http://www.doe.mass.edu/eeval/model/PartIII_AppxA.pdf)
    3. Appendix B: End-of-Cycle Summative Evaluation Report: Superintendent
    4. Marie Altieri's slides from our 10/16/14 SC meeting providing a brief overview of the process.
    5. Evaluation Timetable (this document)
    6. Memo dated 2/10/17 from Glenn Brand, Superintendent's Performance Goal – Midcycle Review
    7. Copy of previous year's evaluation (if applicable)
  - The Chair issues a general public request for input on Superintendent's performance
  
3. May 18, 2017 School Committee meeting
  - The Superintendent reports on the status of the current year's goals.
  - The following evaluation document is distributed to Committee members:
    - a. Updated status report on the current year's goals and objectives
    - b. Appendix B: End-of-Cycle Summative Evaluation Report: Superintendent
  - The Chair issues another general public request for input on Superintendent's performance
  
4. June 1, 2017
  - Completed evaluations are returned to outgoing Committee chairperson and the School Committee secretary. Outgoing Chair will then draft a summary evaluation report.
  - Public input received.
  
5. June 9, 2017
  - Draft summary evaluation is returned to School Committee members for their comments and suggestions. Comments due back to outgoing chairs and secretary no later than Tuesday, June 13th.
  
6. June 16, 2017

- Evaluation summary is finalized by the outgoing Committee chairperson based upon comments received. Evaluation circulated in packet for June 22<sup>nd</sup> meeting.
7. June 22, 2017 School Committee meeting
- Superintendent's summary evaluation is presented and voted.
  - Superintendent's salary is voted.