

Dear Visitors:

Welcome to an open meeting of the Abington School Committee. This is the agenda that will be discussed this evening. Please note that Hearing of Visitors is included; and if you have a statement or question, please be kind enough to wait to be recognized by the Chair and give your name.

Chris Coyle, Chair

This meeting may be digitally recorded

ABINGTON PUBLIC SCHOOLS
ABINGTON, MA 02351

REGULAR MEETING OF THE ABINGTON SCHOOL COMMITTEE

February 28th 2023

ABINGTON MIDDLE/HIGH SCHOOL – LIBRARY

7:00 P.M.

- I. CALLING OF MEETING TO ORDER AND FLAG SALUTE
- II. HEARING OF VISITORS
- III. READING AND APPROVAL OF RECORDS
 - A. January 24, 2023.
- IV. UNFINISHED BUSINESS
 - A. Replacement of the Superintendent of Schools
- V. REPORT OF DIRECTOR OF STUDENT SERVICES
 - A. ***Dr. James Robbins– Director of Student Services***
 - Care Solace

VI. REPORT OF THE DIRECTOR OF CURRICULUM, INSTRUCTION AND ASSESSMENT

- A. Art Department (Michelle Poirier, Department Head)
- B. Math Department (Meg Doherty, Department Head)
- C. Announcement on Chet Millett Award, the Deidre Volunteer Service Award and, the DESE Student Achievement Awards (Dr. Chris Basta, Director of Curriculum, Instruction, and Assessment)

VII. REPORT OF SUPERINTENDENT OF SCHOOLS

- A. Update of Beaver Brook Elementary School Principal Search
- B. Update of High School Assistant Principal Search
- C. READS Collaborative Agreement Amendment

VIII. REPORT OF POLICY SUBCOMMITTEE

- A. Review of KEC- Challenged Education Materials

IX. REPORT OF THE ASSISTANT SUPERINTENDENT

- A. FY 24 Budget Update
- B. Update on School Safety

X. NEW BUSINESS AND ESTABLISHING OF NEXT SCHOOL COMMITTEE MEETING DATES

March 28, 2023 @ 7 p.m.

XI. INFORMATIONAL ITEMS:

- Personnel Administration - Informational
 1. On the recommendations of Jonathan Bourn, Principal of Abington High School, the Superintendent has approved the appointment of Kate Casey as the Assistant Principal, effective July 1, 2023
 2. On the recommendation of the Screening Committee, The Superintendent has appointed Julie Thompson as the Principal of Beaver Brook Elementary School effective July 1. 2023
 3. On the recommendation of Julie Thompson, Principal of the Beaver Brook

Elementary School, the Superintendent has approved the reassignment of Haylee Goodwin as a TLC paraprofessional at the Beaver Brook Elementary School to a Grade 2 Special Education Para at the Beaver Brook effective February 28, 2023

4. The superintendent has accepted the resignation of Rachel Bowles as a Recess/Lunch Paraprofessional at the Woodsdale Elementary School effective February 24, 2023
5. On the recommendations of Jonathan Bourn, Principal of Abington High School, the Superintendent has approved the appointment of Caroline Smith as a Tutor effective February 15, 2023
6. On the recommendation of Julie Thompson, Principal of the Beaver Brook Elementary School, the Superintendent has appointed Jacob Mullen as the TLC Paraprofessional at the Beaver Brook Elementary School effective February 17, 2023
7. The superintendent has accepted the resignation of Brennah Campbell as a School Psychologist at the Abington Middle School, effective March 10, 2023

- Dates to Remember

1. Tuesday March 7 Inservice / Early Release Day for Students
2. AHS Presents Carrie the Musical March 9th & 10th at 7:30pm and March 11th at 2:30pm
3. Tues., March 28-School Committee Meeting @ Middle/High School Library
4. Thursday March 30 – Inservice / Early Release for Students

XII. ADJOURNMENT

XIII. EXECUTIVE SESSION

- A. Pursuant to M.G.L. Chapter 30A, Section 21(a)(2) to discuss the parameters for a superintendent contract.

Minutes, January 24,
2023

Abington, Massachusetts

January 24, 2023

Regular Meeting

I. **CALL OF MEETING
TO ORDER AND FLAG
SALUTE**

A regular meeting of the School Committee was held in the Library at 201 Gliniewicz Way.

Present: Mr. Chris Coyle, Chair; Ms. Danielle Grafton, Vice-Chair; Ms. Heidi Hernandez, Secretary; Ms. Julie Groom and Ms. Wendy Happel, Members. Also in attendance were Mr. Peter Schafer, Superintendent of Schools; Dr. Felicia Moschella, Assistant Superintendent for Business and Finance; Ms. Elizabeth Lindo, Student Representative and Ms. Danielle Gaylor, Executive Secretary.

Mr. Coyle and Mr. Schafer acknowledged Danielle Gaylor as the new Executive Assistant to the Superintendent of Schools beginning on February 1, 2023

II. **HEARING OF VISITORS**

Paul Haggerty of 515 Summer St. asked to speak and commended Chris Coyle on his leadership and composure during the months of September through January. Tony De Bono 98 Temple Street asked to speak and thanked the Committee for voting to uphold the Superintendent's decision to keep the book "*This Book Is Gay*" in the library, he also reiterated a censorship request for Committee Member Happel.

Committee Member Wendy Happel publicly apologized to Committee Member Julie Groom and read a statement explaining her points and addressing the events from the January 3rd School Committee Meeting. She reiterated her concern about student access to the materials in the book "This Book Is Gay".

III. **READING AND APPROVAL OF MINUTES**

Mr. Coyle made a request to update his motion in the meeting minutes from the January 3rd meeting to read "Chris Coyle asked for a motion to support the appeal of the Superintendent's decision to keep the book, *This Book is Gay* on the high school library."

A. January 24, 2023

VOTED: on motion of Chris Coyle (Julie Groom) the members of the School Committee unanimously voted to approve the minutes of January 3rd, with corrected amendment

IV. **Report of Director of Curriculum, Instruction and Assessment**

Jason Scott, Department Head of Social Studies and Business provided updates on his department. He discussed the department's Thematic Approach to World History. He shared that his department will be implementing a high-quality performance assessment to meet the expectation of the Vision of the Graduate. Mr. Scott also discussed how they are addressing the accountability and expectations of students post covid. In addition, Mr. Scott reviewed AP testing data, and any areas of improvement as it pertains to the overall AP scores. He also touched on AP class recruiting i.e. teacher recommendations. Lastly, he shared that an AP Psychology class will be added to the curriculum for next year.

Minutes, January 24,
2023

Nicole Corbett, Department Head of the Science Engineering & Technology Department provided curriculum updates and discussed the department's areas of growth that included the add on of an additional AP class. She used MCAS data to determine areas of need and made changes to accommodate students in need of additional support. She indicated that the use of new materials and technology attributed to the success of the students. Ms. Corbett reviewed AP testing data, and any areas of improvement as it pertains to the overall scores. She also touched on AP class recruiting i.e. teacher recommendations.

V. **Principal Report**

Jonathan Bourn, Abington High School Principal presented the proposed revisions to the 2023- 2024 High School program of Studies which include adding the following classes:

Mathematics

- Engineering Design and Development for Grades 10,11 & 12
- Senior Math Grade 12

Social Studies

- Psychology Grade 12

World Language

- Portuguese I Grades 9-12
- Portuguese II Grades 10-12

Special Education

- Replace Academic Support Grades 9-10 (unleveled) with 2 separate courses, one course for grade 9 students and one course for grade 10 students.

Mr. Bourn also announced that Abington High School was awarded accreditation through NEASC by meeting all foundation elements.

VOTED: on motion of Chris Coyle (Heidi Hernandez) the members of the School Committee unanimously voted to approve the proposed revisions to the 2023-24 HS Program of Studies as presented

V1. **Report of the Superintendent of Schools**

Superintendent Schafer spoke on the School Goals of 2023, which included the raising of academic achievement and the improvement of social, emotional, and mental health.

VOTED: on motion of Chris Coyle (Heidi Hernandez) the members of the School Committee unanimously voted to approve Mr. Schafers 2023 School Goals as presented

Minutes, January 24,
2023

VII. **NEW BUSINESS AND ESTABLISHING OF NEXT SCHOOL COMMITTEE MEETING DATE**

Tuesday, February 28, 2023 Regular Monthly Meeting

VIII. **INFORMATIONAL ITEMS:**

- North River Collaborative's 2022 Annual Report
- Abington High School Guidance Newsletter
- Flyer from the Abington High School Foundation – Internet Safety Program
- **Personnel Administration – Informational**
 1. Mr. Christopher Coyle, Chair of the Abington School Committee, has accepted the resignation for the purpose of retirement from Mr. Peter Schafer, Superintendent of Schools effective on June 30, 2024.
 2. The Superintendent has accepted the resignation of Martine Augusma as a substitute paraprofessional within the Abington Public Schools effective on January 13, 2023.
 3. The Superintendent has accepted the resignation of Carol Duchaney as a recess/lunch paraprofessional effective January 20, 2023.
 4. The Superintendent has accepted the resignation of Marissa Hebert as a speech language pathologist assistant within the Abington Public Schools effective on January 31, 2023.
 5. The Superintendent has accepted the resignation of Janet Parsons as a recess/lunch paraprofessional effective January 13, 2023.
 6. On the recommendation of Jennifer Barresi, Principal of the Woodsdale Elementary School, the Superintendent has approved the appointment of Rachel Bowles as a recess/lunch paraprofessional effective on or about January 23, 2023
 7. On the recommendation of Jennifer Barresi, Principal of the Woodsdale Elementary School, the Superintendent has approved the appointment of Catherine Catrambone as a substitute wellness teacher effective on or about February 25, 2023 and continuing to on or about April 26, 2023.
 8. On the recommendation of Matthew MacCurtain, Principal of the Abington Middle School, the Superintendent has approved the reassignment of Sonia Nunes as an EL tutor at the Beaver Brook Elementary School to a tutor position at the Abington Middle School effective on or about January 23, 2023.
 9. On the recommendation of Jonathan Bourn, Principal of Abington High School, the Superintendent has approved the appointment of Seanna O'Donnell as the guidance administrative assistant effective on January 23, 2023.
 10. On the recommendation of Jennifer Barresi, Principal of the Woodsdale Elementary School, the Superintendent has approved the appointment of Heidi Rizzo as a recess/lunch paraprofessional effective on or about January 23, 2023

Minutes, January 24,
2023

11. On the recommendation of Melanie Savicke, Assistant Principal of the Beaver Brook Elementary School, the Superintendent has approved the appointment of Barry Sullivan as a recess/lunch paraprofessional within the Abington Public Schools effective on January 3, 2023.
12. On the recommendations of Jonathan Bourn, Principal of Abington High School, and Peter Serino, Athletic Director, the Superintendent has approved the appointment of Matthew Cutter as the Head Ultimate Frisbee Coach for the 2023 Spring Season.
13. On the recommendation of Matthew MacCurtain, Principal of the Abington Middle School, the Superintendent has approved the appointment of the following advisors:
 - Katherine Beckvold Enrichment Advisor (drama club)
 - Brendan Remillard Enrichment Advisor (drama club)
14. The Superintendent has granted Ms. Samantha Curry, a paraprofessional within the Abington Public Schools, a parental leave of absence in accordance with Option A as stipulated in Article VI, of the Unit B Agreement. This leave of absence will begin on or about January 9, 2023, and will continue to on or about April 10, 2023.

• **Dates to Remember**

1. Thurs., January 26 – Digital Safety Presentation sponsored by the Abington Education Foundation @ 7 p.m. @ AMS/AHS Auditorium
2. Fri., January 27 – Inservice/Early Release Day for Students
3. Wed., February 8 – AEF Board of Directors Meeting @ Abington Town Hall @ 7 p.m.
4. Fri., February 17 – Inservice/Early Release Day for Students
5. Mon., February 20 – Presidents’ Day – All School Offices and Buildings Closed
6. Mon., February 20 – Fri., February 23 – Winter Vacation Break

Heidi Hernandez, Secretary

IT'S OKAY TO ASK FOR HELP



Calming the Chaos of
Mental Health Care

Care Solace connects students, staff, and their families to care. At no cost to you, Care Solace will quickly and confidentially find available mental health and substance use providers matched to your needs.

Find the right help at the right time.



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CARE REGARDLESS OF INSURANCE

Connect to care with any coverage including Medicaid, Medicare, and sliding scale options for those without insurance.



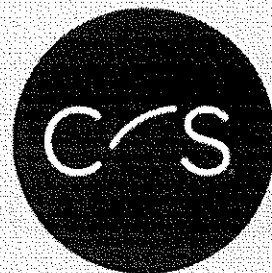
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**[caresolace.com/
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Please note: Care Solace is not an emergency response service or mental health services provider. In the event of a life threatening emergency, call 9-1-1 or the National Suicide Hotline 9-8-8.

SUPPORT YOUR FAMILY'S WELL-BEING

Dear Families,

We are committed to the well-being of our students, staff, and families to create a safe and healthy learning environment. In support of our ongoing commitment, we partnered with Care Solace to provide an additional layer of care for our community.

Care Solace helps individuals find mental health care providers and substance use treatment centers. Their Care Companion™ team is available 24 hours per day, 7 days per week, and 365 days per year to quickly connect you to carefully verified providers in your community.

Students, staff, and families may access Care Solace services in two ways:

- Call (888) 515-0595 at any time. Support is available in 200+ languages. A dedicated Care Companion™ will help you every step of the way to research options, secure appointments, and follow up to make sure it is a good fit.
- For an anonymous search, answer a few questions to get matched with an extensive list of care providers at www.caresolace.com/abingtonps.

Care Solace is now available for use at no cost to you. They will connect you with providers accepting all medical insurances including Medicaid, Medicare, and sliding scale options for those without insurance. All information entered on the Care Solace tool is completely confidential and securely stored.

Please note, this service is an optional resource available by choice and is not mandatory to use. Care Solace is not an emergency response service or mental health services provider. In the event of a life threatening emergency, please call 9-1-1 or the National Suicide Hotline 9-8-8.

If you are interested in counseling-related services for your child, yourself, or another family member, please contact Care Solace for valuable assistance. This is a complimentary resource provided by **Abington Public Schools**.

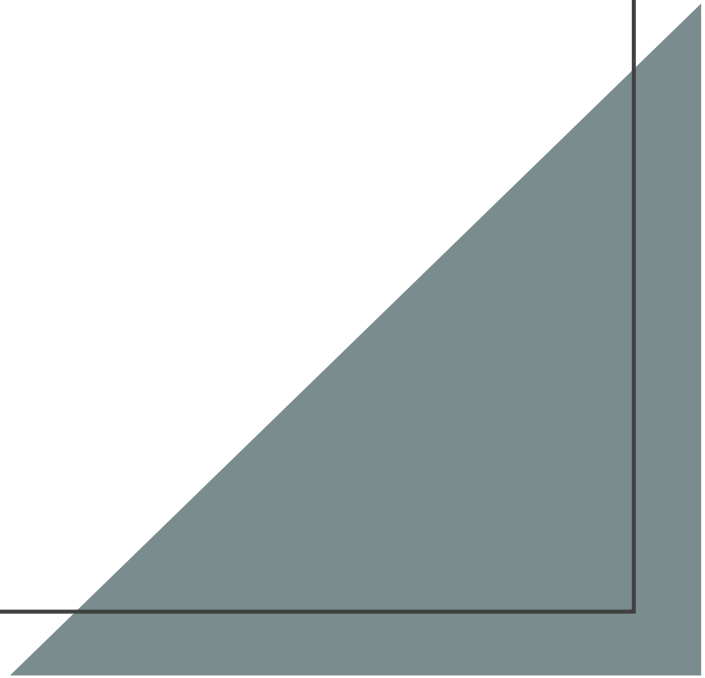
care solace.

Art Department

K-12

School Committee Presentation

By: Michelle Poirier



Strengths of the Department

- All students receive arts education K-8
 - 9-12 Elective
- Three new art educators in the district
 - .5 shared AHS/MS (year 1)
 - BB/WES (year 2)
 - AMS (year 3)
- District-wide art shows, Youth Art Month K-4, Celebrate the Arts Festival 5-12
 - Evidence of high-quality work, perseverance, effort, and student engagement

Areas of Improvement

- Need for a dedicated art room at Woodsdale
- The instructional time in grades K-4 has been reduced from 45-30 minutes over time
- Increase HS position to accommodate Advanced Digital Art classes



Art Department Curriculum



- Focuses on the four Massachusetts State Visual Arts Standards
 - CREATING artwork
 - PRESENTING artwork
 - RESPONDING to other's work
 - CONNECTING within their self



Art Department

9-12

2D, 3D, Digital



HIGH SCHOOL COURSES:

Intro: Drawing & Painting 1 (2.5 unlevelled)
Adv: Drawing & Painting 2 (5 unlevelled)
Level 1: Drawing & Painting Portfolio (5 level 1)
AP: AP Studio Art

Intro: Sculpture 1 (2.5 unlevelled)
Adv: Sculpture 2 (5 unlevelled)
Level 1: Sculpture Portfolio (5 level 1)

Intro: Graphic & Digital Design (2.5 unlevelled)
Intro: Digital Art & Photography 1 (2.5 unlevelled)
Adv: **Digital Art & Photography 2 (5 unlevelled)*

**Currently not staffed*



Art Department Enrollment

HIGH SCHOOL:

- On average 250-300 students are electing art classes a year
- Intro classes (semester) most popular
- 4 sections each:
 - Drawing & Painting 1
 - Digital Art 1
 - Sculpture 1
- 2 sections each:
 - Drawing & Painting 2/Portfolio
 - Sculpture 2/Portfolio

AP Art Data – Grade 12

	# Students	Score	MA Avg. Score	Global Avg. Score	% Scoring 3+ MA	% Scoring 3+ Global
2019	1	5	3.6	3.6	90%	90%
2021	1	4	3.3	3.5	83%	86%
2022	1	3	3.4	3.5	85%	87%
2023	2					



Questions



Mathematics and Computer Science Department

School Committee Presentation

February 28, 2023

To create independent, critical
thinkers who persevere through
problems solving

What is it we want our students to be able to take from their math education and apply in the real world?

- ▶ Problem solvers
- ▶ Independent thinkers
- ▶ Persevere

Why change?

Students not thinking

- ▶ Mimicking
- ▶ Faking
- ▶ Stalling
- ▶ Slacking
- ▶ Tried it

Thinking Students

- ▶ We need to give them something to think about
- ▶ Rich tasks
- ▶ Low-floor/High ceiling
- ▶ Students experience the math first
- ▶ “Problem solving is what we do when we don’t know what to do”

5-12 Math Curriculum Review

Committee

3 Administrators, 1 Department Head, 9 Math Teachers, 2 Special Educators, 1 English Learner Educator

Committee Objectives

- ▶ Support professional development to evolve instructional practices
- ▶ Analyze math data from assessments and surveys (staff, students, and families)
- ▶ Finalize 5-12 math instructional vision
- ▶ Identify math programs that best match APS needs/vision
- ▶ Pilot units from selected programs
- ▶ Identify any structural or scheduling challenges
- ▶ Make recommendations for program improvement

What is next?

- ▶ January - March 2023
 - ▶ Review internal survey data
 - ▶ Review math programs rated by DESE
 - ▶ Investigate programs used in surrounding districts
- ▶ March - June 2023
 - ▶ Pilot units from 3 to 4 programs
- ▶ Fall 2023
 - ▶ Use APS rubric to recommend program adoption and inclusion in FY25 budget

What does this look like?

- ▶ 100's task
- ▶ 100's task debrief

Supports we currently have in place

- ▶ Math interventionists that service 120 students in grades 5-8. Students meet in small groups at least once a week with the interventionist and the interventionist also goes into the classroom of those students.
- ▶ Boost afterschool program (5-8)
- ▶ Bridge block
- ▶ MCAS tutoring
- ▶ ACE afterschool help
- ▶ NHS tutoring afterschool help
- ▶ Afterschool help with teachers

Computer Science

- ▶ We have 2 classes of A.P. Computer Science Principles and 1 class of A.P. Computer Science A.
- ▶ New AHS Engineering and Robotics Club: Run as a company: C- Level

Thank you and questions?

AP Computer Science Principles

Year	Number of Students Taking Exam	Average Score	Global Average	Percent earning a 3 or higher	Global earning a 3 or higher
2022	16	3.75	2.89	93.8%	63%
2021	2	4.0	2.97	100%	65.6%
2020	12	3.0	3.07	83.3%	70.8%
2019	12	4.08	2.97	91.7%	66.7%

AP Computer Science A

Year	Number of Students Taking Exam	Average Score	Global Average	Percent earning a 3 or higher	Global earning a 3 or higher
2022	6	4.17	3.21	100%	63%
2021	6	3.0	3.12	50%	65.2%
2020	2	2.5	3.26	50%	70.4%

AP Statistics

* = VHS

Year	Number of Students Taking exam	Average Score	Global Average	Percent earning a 3 or higher	Global earning a 3 or higher
2022	Did not run				
2021	Did not run				
2020*	5/1*	2.6/1.0*	2.93	60%/0*	59.6%
2019	15	2.67	2.86	60%	59.7%
2018	13	3.38	2.87	92.3%	60.6%
2017	8	2.13	2.72	25%	54.3%

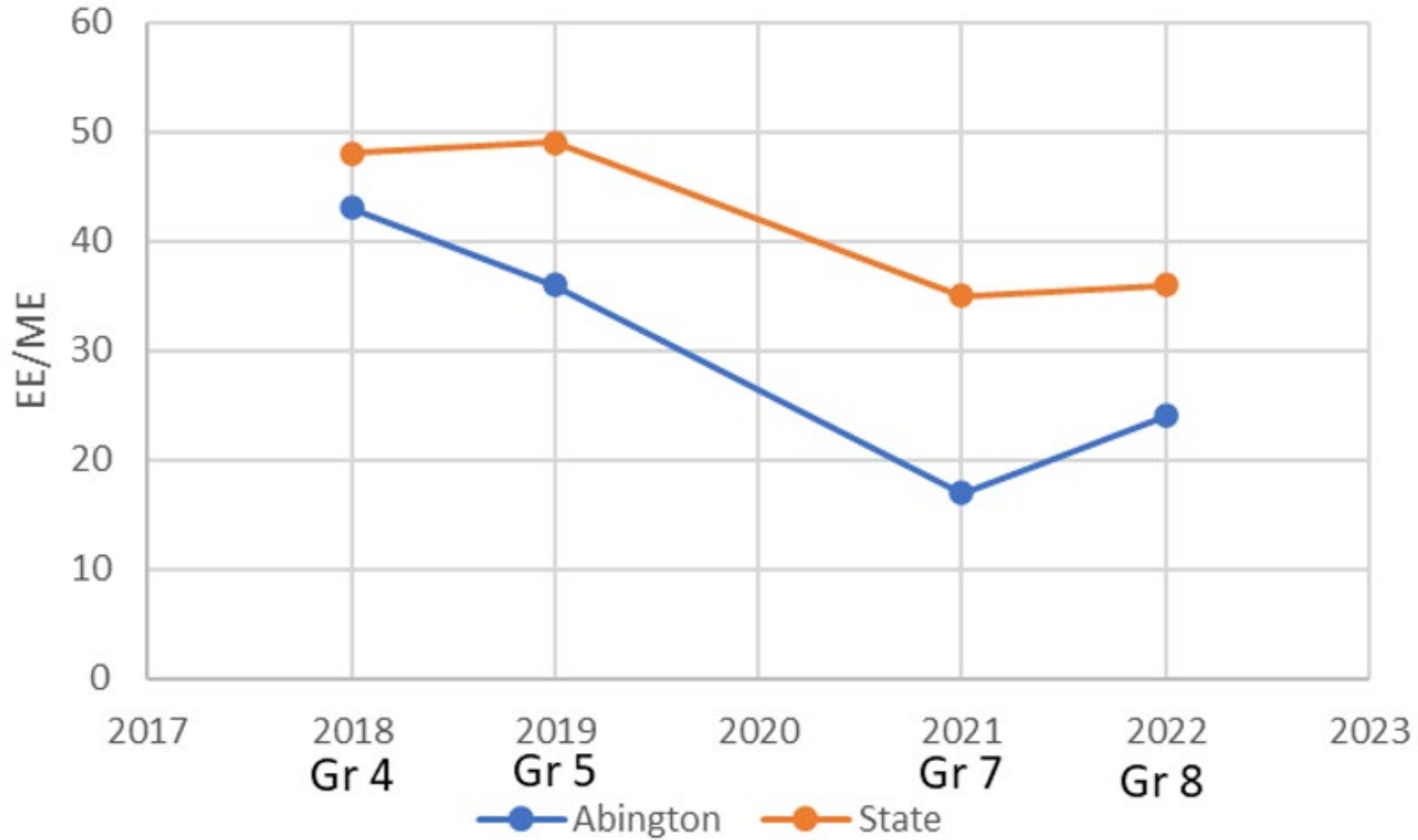
AP Calculus

Year	Number of Students Taking exam	Average Score	Global Average	Percent earning a 3 or higher	Global earning a 3 or higher
2022	6	2.00	2.91	33.3%	57.9%
2021	4	1.25	2.77	0%	51.1%
2020*	5	2.4	3.06	60%	61.3%
2019	12	2.83	2.97	58.3%	58.4%
2018	13	2.62	2.94	38.5%	57.6%
2017	8	2.38	2.93	50%	57.5%

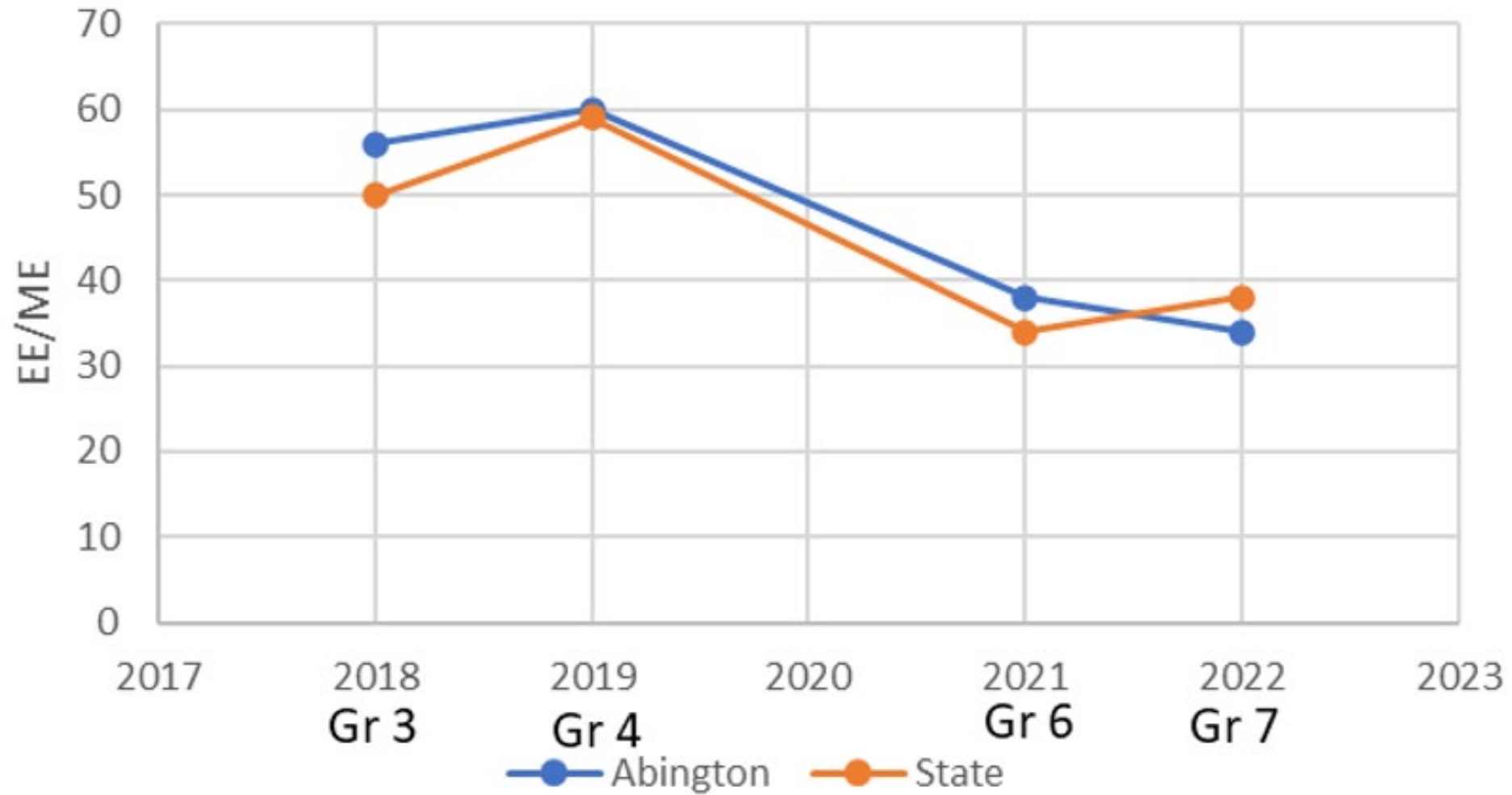
AP Enrollment Math and Computer Science

	2023	2022	2021	2020	2019	2018	2017
AP CALC	21	22	24	12	12	13	8
AP STATS	22	0	0	15	15	13	8
AP CSP	30	24	8	13	12		
AP CSA	4	7	9	5			
Total Students in Senior Class	131	155	153	121	107	127	92
Percent of Seniors enrolled in AP Math/CS	≈ 30% 30%	≈ 34%	≈ 27%	≈ 37%	≈ 36%	≈ 20%	≈ 17%

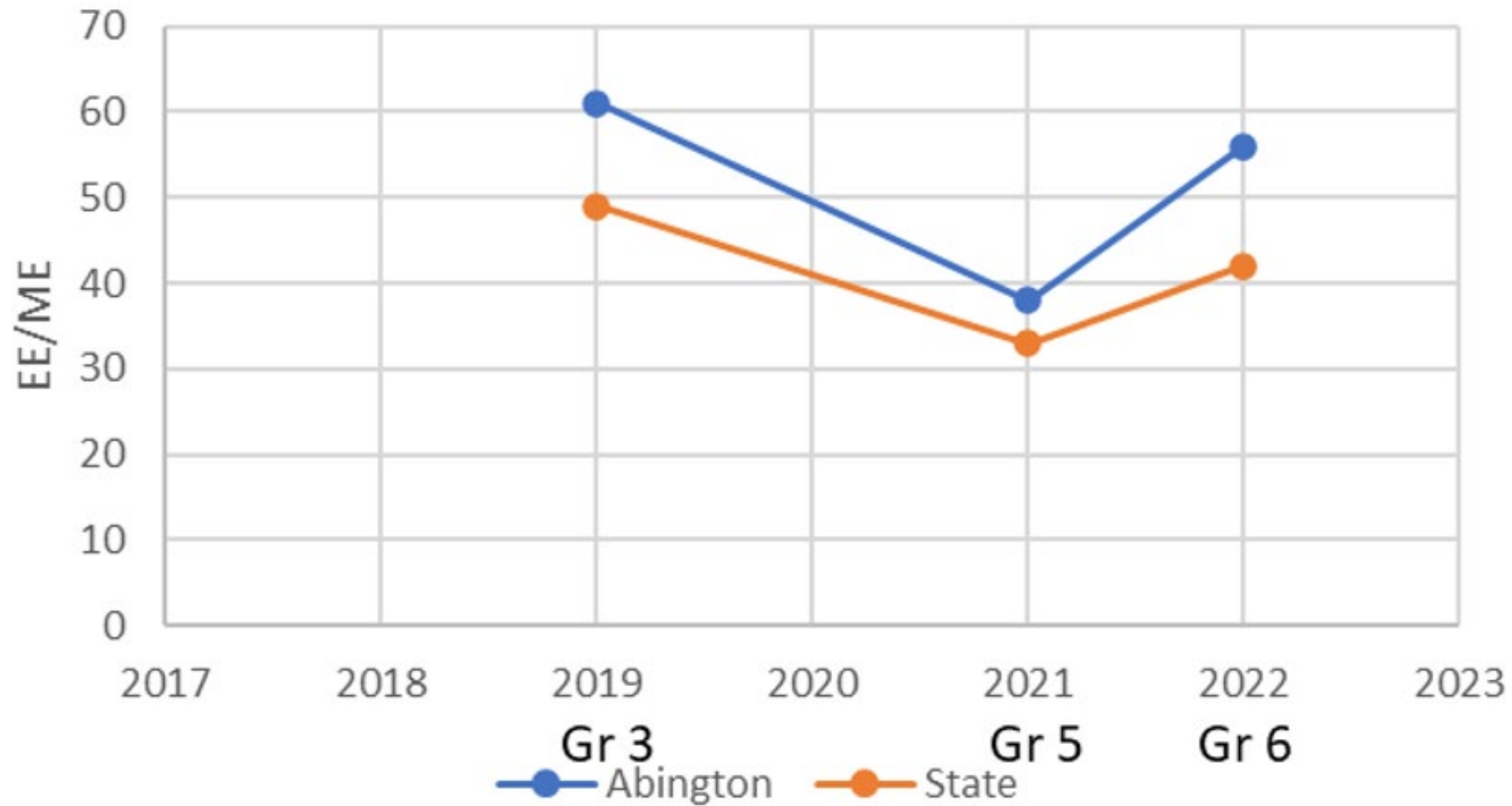
Class of 2026 (Current 9th grade) Math



Class of 2027 (Current Grade 8) Math



Class of 2028 (Current Grade 7) Math





ABINGTON PUBLIC SCHOOLS

"The mission of the Abington Public Schools is to provide all students with relevant, challenging educational experiences to prepare them to be engaged, responsible citizens and members of the global community."

ADMINISTRATIVE OFFICES

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APS 5-12 Math Instructional Vision

In the Abington Public Schools, we envision that every student will approach mathematics with perseverance, be empowered to think quantitatively, and be a creative problem solver. We strive for students in math to be critical thinkers who curiously seek new knowledge, gather information from a range of perspectives, reason through and weigh evidence before making a decision, demonstrate an open-minded thought process, and construct arguments/form conclusions. We are committed to curriculum, instruction, and assessment that actively engage students, stimulate curiosity and inquiry, and promote deep understanding.

We believe all students should engage in instructional and assessment practices that emphasize explanation, justification, and number sense. As advocated by the practices described in the 2017 Massachusetts Curriculum Frameworks for Mathematics, students will:

- Persevere with solving interesting problems,
- Reason abstractly and quantitatively,
- Construct viable arguments,
- Critique the reasoning of others, and
- Model with mathematics.

Guiding Principles for APS Staff:

- Support all students as they strive to demonstrate the math practices noted above
- Ensure that every math task, discussion, and learning activity has an entry point for all students
- Foster student engagement through a growth mindset supporting productive struggle
- Deliver meaningful, engaging tasks that promote reasoning and collaboration
- Implement traditional and creative formative, summative, and high-quality performance-based assessment strategies to provide multiple ways for students to show what they know;
- Employ formative assessment data to differentiate instruction through small groups, centers, and tiered activities
- Encourage and recognize different approaches to problem solving as well as the use of multiple representations
- Provide multisensory approaches and supports (i.e., models, visuals, tables, graphs, manipulatives, notes, scaffolding, etc.)
- Promote discourse to encourage discovery and convey understanding
- Develop number sense by asking for, and justifying, estimates, mental calculations, and equivalent forms of numbers
- Create language-rich, culturally proficient classrooms that emphasize vocabulary, explanations, and solutions to real world math problems in the context of meaningful discourse among diverse students
- Plan the use of instructional time with intentionality centered on the math practices noted above
- Focus on mastery and engagement over compliance

Rev. 1/18/23

The Abington Public School System is committed to ensuring that all of its programs and facilities are accessible to all members of the public. We do not discriminate on the basis of age, color, disability, homelessness, national origin, race, religion, sex, gender identity or sexual orientation. The contents of all publications are available upon request in languages other than English.

KEC - CHALLENGED EDUCATIONAL MATERIALS

Despite care taken to select materials *including library books* that are needed and appropriate for use in the Abington Public Schools, objections to a selection may be made by the resident public. Any resident citizen or parent or guardian of a student may make a complaint regarding educational materials used in the schools. When a citizen disagrees with the content of particular material in the schools, a meeting will be held with the appropriate school personnel and/or the Principal with the purpose in mind of concluding, to the satisfaction of all concerned, the disagreement, in an amicable manner. All objections to materials should be settled informally, if possible. If at the conclusion of this informal meeting, the complainant is not satisfied, and still believes that it does not belong in the school, then the complainant will follow the procedure outlined below.

The following procedure shall be followed whenever there is a formal request for the evaluation of material.

- 1.0 Complainant files Evaluation of Materials Form with the Superintendent of Schools.
- 2.0 Challenged *library materials will be removed* pending final decision.
- 3.0 The Superintendent shall establish a Reconsideration Review Committee broadly representative of:
 - 3.1 A teacher competent in the area of the content covered by the material but not involved in the use of the material in question.
 - 3.2 Administrators, directors, and supervisors appropriate to the level and/or subject for which the material is used.
 - 3.3 A library media specialist shall serve on the review committee.
 - 3.4 A member of the School Committee.
 - 3.5 A member of the community not involved in the challenge of the material.
Input on who is designated can be provided by the resident making the challenge.
 - 3.6 *The resident citizen, parent or guardian that challenged the material.*
- 4.0 Superintendent refers challenge to Reconsideration Committee.
- 5.0 Reconsideration Committee meeting action on a written request shall be taken no later than fifteen (15) school days after receipt of the request.
- 6.0 A written report of the recommendation from the Reconsideration Committee shall be submitted to the Superintendent no later than twenty (20) school days after the receipt of the request. The Superintendent shall then communicate his decision to the person requesting the evaluation within ten (10) calendar days.

7.0 Should the decision of the Superintendent not satisfy the person requesting the evaluation, said person shall have five (5) school days to submit a written request for a hearing to appeal his/her decision to the School Committee.

8.0 The School Committee shall review the Superintendent's decision within twenty (20) school days of the receipt of the written request.

9.0 *The School Committee will read library material in question in order to make an informed decision.*

10.0 The School Committee will have five (5) school days following the special hearing to respond in writing to the complainant.

School Committee Action

Information: April 27, 2010

Discussion: April 27, 2010

Final Action: May 25, 2010

Date Policy is approved by the School Committee: May 25, 2010

{Added Materials in Appendix

1. Evaluation of Materials Form
2. First Amendment/to the United States Constitution
3. American Library Association's Freedom to Read Statement}

NOTE: These materials not included with policy-extraneous



READS Collaborative

105 East Grove St., Middleboro, MA 02346

REGIONAL EDUCATIONAL ASSESSMENT AND DIAGNOSTIC SERVICES (READS) COLLABORATIVE AGREEMENT

Pursuant to *M.G.L. c. 40, § 4E*.

PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement (herein, “Agreement”) of the Regional Educational Assessment and Diagnostic Services (READS) Collaborative (herein, “the Collaborative”), established pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00. This Agreement shall be effective upon approval by the Massachusetts Board of Elementary and Secondary Education (hereinafter “BESE”).

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

SECTION I: MEMBERSHIP

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

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

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

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

The purpose of READS Collaborative is to complement the educational programs of local school districts and to respond to additional needs of Member Districts as determined by the Board of Directors (herein, “the Board”). Such programs and/or services maximize cost efficiency and program effectiveness through a Collaborative effort. Notwithstanding any other provision of these articles, the Collaborative is organized exclusively for education purposes, as specified in Section 501(c) (3) of the Internal Revenue Code, and shall not carry on any activities not permitted to be carried on by an entity exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code. No substantial part of the activities of the Collaborative shall be the carrying on of propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. **The focus of READS Collaborative is to provide quality services that improve the lives and futures of children with disabilities as a collaboration with Member Districts.**

The overall objectives of READS Collaborative are:

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

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

SECTION III: PROGRAMS AND SERVICES TO BE OFFERED

The Collaborative will offer the following programs and services, which shall complement the educational programs and services of districts in a cost-effective manner:

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

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

SECTION IV: GOVERNANCE

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

SECTION V: CONDITIONS OF MEMBERSHIP

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

SECTION VI: POWERS AND DUTIES OF THE BOARD

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

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

- b. determining the cost-effectiveness of programs and services offered by the Collaborative;
 - c. ensuring that any borrowing, loans, or mortgages are cost-effective, necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts, and consistent with the terms of this Agreement, including the provisions of Section VII.C; and
 - d. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate.
5. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
6. The Board is a public employer and shall ensure that all employees possess the necessary and required credentials and approvals, including those required by M.G.L. c. 71, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof. The Board may apply for a waiver to exempt the Collaborative Board for any one school year from the requirement to employ certified or approved personnel in accordance with M.G.L. c. 40, § 4E.
7. The Board shall hire an Executive Director to oversee and manage the operation of the Collaborative, a Business Manager or an employee with responsibilities similar to those of a town accountant to oversee Collaborative finances, at least one School Nurse to support Collaborative programs, and a Treasurer, who shall annually give bond consistent with the requirements of M.G.L. Ch. 40, § 4E. The Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and Business Manager, and that these employees shall not serve as a Board Member or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40, § 4E.
8. The Board shall appoint an appropriate individual to serve as the Treasurer. The Treasurer of the Board may make appropriate investments of the money of the Collaborative consistent with Section 55B of chapter 44.
9. The Treasurer shall give bond annually for the services they perform as the Collaborative Treasurer in a form approved by the Department of Revenue and in such sum, not less than the amount established by said Department, as shall be fixed by the Board.
10. The Board may, in its discretion, pay compensation to the Treasurer for their services.
11. The Treasurer of the Collaborative shall not be eligible to serve as a Board Member or otherwise as an employee of the Collaborative.
12. The Board shall ensure that no employee of the Collaborative is employed at any related for-profit or non-profit organization.
13. All deeds, leases, transfers, notes, bonds, and other obligations endorsed by the Collaborative, as approved by majority vote of the Board, shall be signed by the President and the Treasurer.
14. The Board Members, Executive Director and employees of the Collaborative shall not be personally liable for any debt, liability, or obligation of the Collaborative.
15. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Collaborative may look only to the funds and property of the Collaborative for the payment of any debt, damages, judgment or decree, or for any money that may otherwise become due or payable to them from the Collaborative.
16. The Board shall ensure that the Collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing

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

SECTION VII: FINANCE

A. Financial Terms

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

B. Collaborative Fund

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

3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the Collaborative, without further appropriation.
4. All payments must be approved in accordance with the READS procedure for warrant signing which includes a requirement that all warrants be signed by two of the three Board Members of the Executive Committee.
5. The Treasurer may make appropriate investments of funds of the Collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

C. Borrowing, Loans, and Mortgages:

1. The Board may authorize the borrowing of funds or enter into short- or long-term Agreements or mortgages, and acquire or improve fixed assets including real property to support Collaborative operations, subject to the following procedures:
 - a. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Board;
 - b. The Board shall investigate options related to borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application;
 - c. The Board shall determine, at a public meeting, through a majority vote, that the terms related to borrowing, loans, and mortgages are cost-effective and are the most favorable available at the time of the application; and
 - d. The Board shall determine, at a public meeting, through a majority vote, that the borrowing, loans or mortgages are necessary to carry out the purposes for which the Collaborative is established.
2. In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:
 - a. The Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the Board at which the final vote is taken;
 - b. The Board shall provide notice to each Member District within thirty (30) calendar days of applying for real estate mortgages; and
 - c. The Board shall approve such action by a majority vote.

D. Cumulative Surplus Funds in Excess of the Regulatory Limit

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

1. The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, § 20, or any amounts prepaid for tuition or services in accordance with M.G.L. c. 40, § 4E.
2. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve, by majority vote, the final dollar amount of the cumulative surplus.
3. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5) (b)10.
4. The Board shall determine whether such final dollar amount of surplus funds is within the established 25 percent limit.

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

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

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

E. Annual Budget Preparation

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

1. By April 30 of each year, the Board shall adopt a budget for the upcoming fiscal year. The Board shall identify the programs or services to be offered by the Collaborative in the upcoming fiscal year and the corresponding costs.
2. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
3. The proposed budget shall be classified into such line items as the Board shall determine but shall at a minimum delineate amounts for operating expenditures,

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

4. As applicable, capital expenses shall be included in the budget and paid through tuition or fees for programs which they benefit. Capital expenses are defined as the acquisition or improvement of fixed assets, including real property, with a unit cost of \$5,000 and a useful life of one year or more, debt payments and deposits into capital reserve in accordance with 603 CMR 50.02.
5. The proposed budget process used to determine tuition prices for Member District and Non-Member District students, as well as the methodology to determine fees for services and clinic slots is based on the cost of providing Collaborative programs as described below.
 - a. The Executive Director annually determines the projected expenses necessary for each Collaborative program during the next fiscal year, based on an estimate of projected student enrollment in programs and projected Agreements for services.
 - b. The Executive Director identifies the next fiscal year's projected revenue from each funding source. These include a summary of projected receipts from tuitions and fees, grant funds and funds other than general fund revenues (i.e. donations, interest and investment income) based on the current fiscal year.
 - c. The Executive Director determines the total increase or decrease in required revenue needed to balance the overall budget by comparing anticipated revenue with expenses.
 - d. Program Directors present the preliminary budget to their individual SEA sub-committees which review and endorse the budget.
 - e. The Executive Director presents the preliminary budget to the full SEA for endorsement.
 - f. The Executive Director presents the preliminary budget to a joint meeting of the President of the Board, the Personnel Subcommittee of the Board and Finance Sub-Committee of the Board.
6. The Executive Director shall present the **proposed** budget to the full Board for discussion and shall propose tuition rates and fees needed to balance the budget.
7. The Board shall adopt the final budget by affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed, but no later than June 30 of the preceding fiscal year.

F. Transmitting the Budget and Payment Terms:

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

G. Procedure for Amending the Budget:

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

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

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

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

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

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

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS

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

1. Any School Committee or Charter School Board may apply for membership to the Collaborative by giving written notice of such request to join to the attention of the President of the Board. A copy of the vote of the School Committee or Charter School Board vote to seek membership shall accompany the request to apply.
2. Such written request shall be brought before the Board for discussion and action.
3. The request will be reviewed and a decision will be rendered within approximately sixty (60) days of the receipt of the written request to become a Member District.
4. A new Member District may be accepted by **a majority vote of the entire Board**, subject to **majority vote of two-thirds of the Member School Committees**, acceptance of the amended Agreement by the new Member District and approval by the BESE. The Collaborative Agreement shall require an amendment consistent with Section VIII of this Agreement.
5. A School Committee or Charter School Board may be admitted to the Collaborative as of July 1st of any fiscal year provided that all required approvals, including that of the BESE and Member Districts, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new Member District is to be admitted to the Collaborative.
6. Pending approval of the amendment by the BESE, the Board may by majority vote extend the rights, privileges and membership responsibilities, with the exception of voting, to the districts that have been approved for membership by the Board and Member Districts as of July 1st of the fiscal year that membership would begin. These privileges include the right to receive member tuition rates and access to all services provided to Member Districts. The school committee or charter school Board may designate a non-voting representative to the Board until BESE approval of the amendment and may contribute to discussions before the Board and receive all correspondence from the Collaborative. The rights and privileges extended to the pending district will be contingent upon fulfilling 1) the responsibility to commit to purchase at least one clinic slot per quarter as an annual requirement of membership and 2) the responsibility to attend Board meetings and participate in governance of the Collaborative (with the exception of voting on matters before the Board).

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

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

SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

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

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

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

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

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

SECTION XII: INDEMNIFICATION

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

Neither the Executive Director nor any other employee of the Collaborative nor any appointed representative to the Board or Member District shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against or with respect to the Collaborative, or arising out of any action taken or omitted for, or on behalf of the Collaborative and the Collaborative shall be solely liable therefore and resort shall be had exclusively to the Collaborative property for the payment or performance thereof and each appointed representative to the Board, Member School Committee and the Executive Director or any other employee of the Collaborative shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provision hereof, such appointed representative to the Board, Executive Director or any other employee of the Collaborative or Member School Committee shall be held personally liable. Any person dealing with the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

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

SECTION XIII: EFFECTIVE DATE

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

Date approved by READS Collaborative Board of Directors: _____

Dates approved by Member School Committees and signatures:

Abington Public Schools	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Abington School Committee	Date

Acushnet Public Schools	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Acushnet School Committee	Date

Berkley Public Schools	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Berkley School Committee	Date

Bridgewater-Raynham Regional School District	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Bridgewater-Raynham Regional School Committee	Date

Bristol-Plymouth Regional Technical School District	_____
	Date of School Committee Vote
_____	_____
Signature of CHAIRPERSON of Bristol-Plymouth Regional Technical School Committee	Date

Carver Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Carver School Committee

Date

Dighton-Rehoboth Regional School District

Date of School Committee Vote

Signature of CHAIRPERSON of Dighton-Rehoboth
Regional School Committee

Date

East Bridgewater Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of East Bridgewater School Committee

Date

Freetown-Lakeville Regional School District

Date of School Committee Vote

Signature of CHAIRPERSON of Freetown-Lakeville
Regional School Committee

Date

Marion Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Marion School Committee

Date

Mattapoisett Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Mattapoisett School Committee

Date

Middleborough Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Middleborough School Committee

Date

Norton Public Schools

Date of School Committee vote

Signature of CHAIRPERSON of Norton School Committee

Date

Rochester Public Schools

Date of School Committee vote

Signature of CHAIRPERSON of Rochester School Committee

Date

Somerset Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Somerset School Committee

Date

Somerset-Berkley Regional School District

Date of School Committee Vote

Signature of CHAIRPERSON of Somerset-Berkley
Regional School Committee

Date

Taunton Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of Taunton School Committee

Date

West Bridgewater Public Schools

Date of School Committee Vote

Signature of CHAIRPERSON of West Bridgewater
Regional School Committee

Date

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

Commissioner of the Department of Elementary and Secondary Education Date _____

DRAFT