



Acton-Boxborough Regional
School Committee Meeting

December 17, 2015

7:00 p.m. Executive Session
7:30 p.m. Open Business Meeting

at the R.J. Grey Junior High Library

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING

Library
R.J. Grey Junior High School

December 17, 2015
7:00 p.m. Executive Session
7:30 p.m. Open Meeting

AGENDA

1. **Call to Order** (7:00)
2. **EXECUTIVE SESSION**
 - a.) Executive Session pursuant to MGL c. 30A, § 21(a)(7) to comply with any general or special law requirements (i.e., c. 30A, § 22(f) and(g)) for the approval and possible release of executive session minutes for 10/9/14
 - b.) Executive Session for strategy with respect to litigation (i.e. Decision dated 12/4/15)
3. **OPEN MEETING** (7:30)
4. **Chairman's Introduction** – Annual Spring Town Elections
5. **Statement of Warrant**
6. **Approval of Minutes**
 - 6.1. Meeting of 12/3/15
 - 6.2. Meetings of 11/19/15 and 11/5/15 (*next meeting*)
7. **Public Participation** (7:35)
8. **FY17 Budget Pres. #2- “Superintendent’s Preliminary Budget Request”** – *Glenn Brand, Clare Jeannotte, Marie Altieri* (7:40)
 - 8.1. Presentation Slides
 - 8.2. Back up Information
 - 8.3. Memo from Dana Labb re multi-age classroom
 - 8.4. Memo from Mark Hickey re strings program proposal (and community petition)
9. **Existing Conditions Study – Phase II Timeline and Recommendation** – First Read – *Glenn Brand* (8:40)
10. **Recommendation to Approve Solar Net Metering Agreement – VOTE** – *JD Head* (8:50)
 - 10.1. 12/11/15 Memo
 - 10.2. Backup material from last meeting
11. **Curriculum and Assessment Update** – *Glenn Brand, Deborah Bookis* (9:00)
 - 11.1. Elementary and Secondary Education Act (ESEA) Reauthorization
 - 11.2. Acton-Boxborough Accountability, 2015
 - 11.3. Leadership Assessment Decision, Spring 2016
 - 11.4. Spring 2015 MCAS Update
12. **Assistant Superintendent of Student Services Search Update** – *Marie Altieri* (9:10)
 - 12.1. Search Committee & Timeline (*addendum*)
13. **Senior Leadership Administrative Restructuring Proposal Update – VOTE** - *Glenn Brand* (9:15)

15.2.2. **Physical Restraint of Students**, File: JKAA – First Reading – *Bonnie Bisbicos (revision)*

15.2.2.1. Procedures (*addendum*)

15.3. Demographic Study Update – meeting on 12/7/15 - *Mike Coppolino (oral)*

15.4. Legislative – Paul Murphy (*oral*)

16. School Committee Member Reports (9:30)

16.1. Acton Leadership Group (ALG) – *Kristina Rychlik, Paul Murphy*

16.1.1. Meeting on 12/10/15

16.2. Boxborough Leadership Forum (BLF) – *Maria Neyland*

16.3. Health Insurance Trust (HIT)– *Mary Brolin*

16.4. Acton Finance Committee – *Kristina Rychlik, Deanne O’Sullivan*

16.4.1. Point of View (*received 12/9/15*)

16.5. Acton Board of Selectmen – *Mike Coppolino, Paul Murphy*

16.6. Boxborough Finance Committee- *Mary Brolin*

16.7. Boxborough Board of Selectmen – *Maria Neyland, Brigid Bieber*

16.8. Minuteman Tech Update – *Diane Baum*

16.8.1. Boxborough Selectmen voted 12/7/15 to call Special Town Meeting in February

16.9. PTO/PTSO/PTF Co-Chairs– *Deanne O’Sullivan*

17. Superintendent’s Report – Glenn Brand (oral) (9:40)

17.1. Regionalization Update

18. FOR YOUR INFORMATION (9:45)

18.1. ABRHS Discipline Report – November 2015

18.2. RJGJHS Discipline Report – November 2015

18.3. 2016-2017 ABRSD Kindergarten Registration Schedule

18.4. Monthly Enrollment, 12/1/15

18.5. Financial Reports, November 30, 2015

18.5.1. FY16 Appropriated Budget v. Actual (Expenditures and Revenues)

18.5.2. FY16 Special Revenue, Revolving and Gift Funds

18.5.3. FY16 Grants 12/7/15

19. Adjourn (9:50)

NEXT MEETINGS:

Jan 6 (Wed)	Final Governance Workshop	7:00 p.m. in the Jr High Library
Jan 14	ABRSC Meeting	7:00 p.m. in the Jr High Library
Jan 23	FY17 Budget Saturday Meeting	9:00 a.m. – 2:00 p.m. in the Jr High Library

**TOWN OF ACTON
2016 ELECTION CALENDAR**

Annual Town Election is Tuesday, March 29, 2016
Annual Town Meeting is Monday, April 4, 2016

- Last day to obtain nomination papers February 5, 2016
- Last day to file nomination papers with Board of Registrars February 9, 2016
- Last day to object / withdraw February 25, 2016
- Last day to register voters March 9, 2016
- Last day to post town warrant March 15, 2016

TOWN OFFICIALS TO BE ELECTED IN 2016 - TERM OF OFFICE

Moderator

1 Member - 1 year term

Acton Board of Selectmen

2 Members - 3 year term

School Committee

- Kristina Rychlik + Michael Coppolino's terms are up

2 Members - 3 year term

Trustees Memorial Library

1 Member - 3 year term

Acton Housing Authority

2 Members - 5 years

Water Supply District of Acton

1 Commissioner - 3 year term

***TRUSTEES --- TO BE ELECTED AT ANNUAL TOWN MEETING
MUST BE NOMINATED AT TOWN MEETING***

Trustees, West Acton Citizen's Library

1 Member - 3 year term

Trustees, Elizabeth White Fund

1 Member- 3 year term

Trustees, New Fireman's Relief Fund Acton

1 Member- 3 year term

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

Library
R.J. Grey Junior High School

December 3, 2015
6:00 p.m. Executive Session
7:00 p.m. Open Meeting

Members Present: Diane Baum, Brigid Bieber, Mary Brolin, Michael Coppolino, Amy Krishnamurthy, Maya Minkin (6:45 p.m.), Paul Murphy, Kathleen Neville, Maria Neyland, Deanne O’Sullivan (6:05 p.m.) , Kristina Rychlik

Members Absent: none

Others: Marie Altieri, Marilyn Bisbicos (7:30 p.m), Deborah Bookis (7:30 p.m), Clare Jeannotte (7:30 p.m), Glenn Brand, Beth Petr

1. **Call to Order** (6:00)
2. **ENTER EXECUTIVE SESSION**

At 6:00 p.m., it was moved, seconded and unanimously,
VOTED by role call: that the **Acton-Boxborough Regional School Committee** go into Executive Session, pursuant to MGL chapter 30A, section 21 (a)(7), to comply with any general or special law requirements (i.e., c. 30A, § 22(f) and(g)) for the approval of releasing executive session minutes for: 10/9/14, 12/11/14, 1/22/15, 3/19/15, 6/25/15, 7/22/15

(YES – Baum, Bieber, Brolin, Coppolino, Krishnamurthy, Murphy, Neville, Neyland, Rychlik)

At 6:01 p.m., it was moved, seconded and unanimously,
VOTED by role call: that the **Acton-Boxborough Regional School Committee** go into Executive Session pursuant to MGL c. 30A, § 21(a)(3) to discuss strategy with respect to litigation (i.e. Decision dated November 13, 2015)

(YES – Baum, Bieber, Brolin, Coppolino, Krishnamurthy, Murphy, Neville, Neyland, Rychlik)

Kristina Rychlik stated that an open meeting may have a detrimental effect on the litigating position of the Board and the Committee would return to open session at approximately 7:00 p.m.

3. **ADJOURN EXECUTIVE SESSION**

At 7:03 p.m. the ABRSC was polled to go out of Executive Session and returned to their open meeting.

4. **Chairman’s Introduction**

5. **Statement of Warrant**

Warrant #16-011PR dated 11/25/15 in the amount of \$2,370,122.15 and warrant #16-012 dated 12/3/15 in the amount of \$517,605.67 were signed by the Committee members.

6. **Approval of Minutes**

6.1. The minutes of meetings on 11/5/15 and 11/19/15 will be voted at the next meeting.

7. **Public Participation** - none

8. **FY17 Fees Review/Recommendations Presentation –Second Read – Glenn Brand**

8.1. Athletics –

8.1.1. Memo from Steve Martin 11/30/15

Dr. Brand noted that the only change to the FY17 Fees as proposed at the previous meeting, was to maintain the Athletic family cap at 4 seasons or \$1,000 so Steve Martin could collect more data.

Mary Brolin moved, Maria Neyland seconded and it was unanimously,

VOTED: to approve the FY17 revised Athletics fees as proposed.

8.2. All Day Kindergarten –

Mary Brolin moved, Mike Coppolino seconded and it was unanimously,

VOTED: to approve the FY17 All Day Kindergarten tuition as proposed.

8.3. ABRSD Early Childhood Program –

Mary Brolin moved, Brigid Bieber seconded and it was unanimously,

VOTED: to approve the ABRSD Early Childhood Program as proposed.

8.4. Occupational Development Program (ODP) –

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

VOTED: to approve the ODP tuition as proposed. Paul clarified that this tuition is for out of district students.

Kristina Rychlik noted that no public input was received on any of these proposed fees. Kathleen Neville stated that she will have a full day Kindergartener next year and asked for clarification around abstaining from a vote. Kristina explained that as long as a member can be impartial, they can vote. If a member would have a personal impact from a decision that would prevent them from voting objectively, they should abstain.

Deanne O’Sullivan appreciated the family cap being lowered than initially proposed. She cautioned the School Committee against increasing fees too often because families pay by more in booster fees, uniforms, etc, in addition to the fee charged. Kristina Rychlik noted that the district does not have many options to address the athletic account deficit. The last year the athletics fee was raised was 2011. Mike Coppolino stated that there are two ways to address the issue. Thoughtful elimination of a 7th grade team or a team that is limited could be considered, rather than increasing fees.

9. **FY17 Budget Pres. #1- “Setting the Stage/Superintendent’s Budget Overview – Drivers & Priorities” – Glenn Brand**

Dr. Brand delivered the first of his FY17 Budget presentations, noting that the greatest challenge is to provide the capacity and resources necessary to meet the needs of all students in light of rapidly increasing at-risk and higher needs students (Special Education, English Language Learners (ELL) and Low Income.

Mary Brolin asked why the debt service is increasing if the district is not adding any debt. Clare Jeannotte replied that when the refunding happened in FY14, there were certain benefits available in FY15 that made some payments required in FY16 and FY17.

Brigid Bieber referred to the expected increase in ODD tuition, and asked if CASE had finished “right sizing” their program. Dr. Brand was not sure but stated that CASE does not set their rates much farther than the next year, and the district does not have the sizable credit this year that we had last year. Mike Coppolino asked how many learning centers were in each elementary school. He feels that if the goal is 3, we might be “going overboard”. Marie Altieri explained that traditionally we had 2 in each school, and last year we added one at Gates and transferred one from Blanchard to Douglas. Now there are 3 at Douglas, Blanchard and Gates and we are gradually moving that way. Mike asked about the number of psychologists per school. Bonnie explained that due to their training and experience, psychologists are more qualified to do student testing, than counselors. Mike cautioned the administration not to move toward a standard of 1 psychologist per school. In response to a

question, Marie will report on what other communities have at the next meeting. Clare Jeannotte will bring back the future payments for the next 10 years. Regarding slide 8, the Capital Needs Assessment Overview was done on November 19, not December.

10. **FY17 Special Education Program Recommendation**– *Mary Emmons*

Mary Emmons thanked Joe Gibowicz and Lynne Laramie for their work on the FY17 K-3 Pathways Program for students with autism spectrum disorder that was being proposed.

The 4 Full Time Equivalent staff members (FTEs) will come from two who will follow students who are entering the program and two FTEs who are transitioning from students who will not need them next year. Without this new program, the 6 students who have been identified would go out of district. This proposal is good for the budget, but more importantly (in Mary Emmons' words), it is what is best for these kids. It was suggested that Slide 14 add the materials and technology costs. It was noted that Slide 12 does not include summer services.

Mary Emmons explained that all of our programs are inclusion programs, with the exception of the Occupational Development Program (ODP). It is all about giving kids the least restrictive environments for their education. Mike Coppolino stated, "It is wonderful that you are building this program."

11. **MCAS Report** – *Deborah Bookis*

Deborah Bookis presented the preliminary 2015 MCAS results noting that scores are still embargoed so she cannot talk about the specifics. She will distribute a memo when the information is public. December 18th is the deadline for districts to submit a final decision on whether to use PARCC or MCAS. Deborah said that AB students would be taking the MCAS in Spring of 2016. Mary Brolin appreciated the focus on decreasing anxiety around writing. At Blanchard they used PARCC and the timing aspect of it was very stressful.

12. **Assistant Superintendent of Student Services Search Update** – *Marie Altieri*

- 12.1. Job Posting
- 12.2. Timeline
- 12.3. Memo to Staff and Parents

Marie Altieri updated the Committee on the Search that is about to start. Brigid Bieber asked about the qualifications for this position, specifically regarding licensure. Dr. Brand explained that the intention is not to find someone with only the special education certification, because Mary Emmons has the certification required. The expansion of this position will allow us to widen the candidate pool. Dr. Brand does not see this as a lack of requirement.

Brigid responded that given the increase in the population of special education students, she would encourage hefty experience in special education. There is a lot of liability in this area. The deadline for applications is December 29.

13. **MASC District Governance Program Update** – *Kristina Rychlik*

- 13.1. Recommendation to Approve ABRSC Goals – **Second Reading** – **VOTE**
- 13.2. Final Workshop on January 6 at 7:00 p.m.

Paul Murphy moved, Mary Brolin seconded and it was unanimously,
VOTED: to approve the ABRSC 2015-2016 Goals as proposed.

14. **Recommendation to Accept Gift of \$15,100 from the Friends of the Acton Libraries to the ABRSD Libraries** – **VOTE** – *Glenn Brand*

Paul Murphy moved with gratitude, Maria Neyland seconded, and it was unanimously,
VOTED: to accept this gift from the Friends of the Acton Libraries with gratitude.

15. Subcommittee Reports

15.1. Budget

Maria Neyland reported that they met last Monday and got a preview of the Budget presentation for tonight, and reviewed the warrant signing procedures. They will meet again on 12/9/15.

15.2. Policy –

15.2.1. *School Councils*, File: BDFA – **Second Read** – *Glenn Brand*

Maria Neyland moved, Brigid Bieber seconded and it was unanimously,

VOTED: to accept the revision to the policy as proposed.

15.2.1.1. Procedures: School Improvement Plan, BDFA-R-1, Submission and Approval of the School Improvement Plan, BDFA-R-2, Conduct of School Council Business, BDFA-E-3

15.2.2. *New School Committee Member Orientation*, File: BIA – **Second Read**

Mary Brolin moved, Amy Krishnamurthy seconded and it was unanimously,

VOTED: to accept the revision to the policy as proposed.

15.3. Demographic Study Update -

Mike Coppolino reported that a conference call was done with the Boston College professor and they will meet on 12/7/15 to come up with a list of specifics for the survey.

15.4. Legislative –

Paul Murphy reported that they last met just before Acton Special Town Meeting. He may follow up with Senator James Eldridge. Paul is reviewing a list of bills and initiatives that the School Committee may consider in the future. Paul will draft a letter for the Committee to consider asking the state to fund circuit breaker to the fullest extent of the law.

16. School Committee Member Reports

16.1. Acton Leadership Group (ALG) – *Kristina Rychlik, Paul Murphy*

16.1.1. Meeting minutes of 10/29/15

Kristina reported that ALG did not meet Nov 17 but will meet next week. She will bring up the idea of a 5 board meeting instead of one for each town.

16.2. Boxborough Leadership Forum (BLF)

16.2.1. Three Board Meeting on 11/30/15 – Mary Brolin said it was very well received and she thanked all who came. The Fincom liaison asked that if there is something formally presented to the Board of Selectmen in Acton, Boxborough would like it as well.

16.3. Acton Finance Committee – *Kristina Rychlik, Deanne O’Sullivan*

16.3.1. FY15 ABRSD Budget Presentation done on 11/24/15

The Acton Finance Committee did presentations at Gates PTO and JH/HS PTSO about their Point of View document. This will be in the next School Committee packet, fyi.

16.4. Acton Board of Selectmen –

Mike Coppolino reported that Associated Environmental Systems is moving into Acton’s Post Office Square and have offered parking for our buses. This came up at Acton Town Meeting.

16.5. Minuteman Tech Update –

Diane Baum reported that the Minuteman Working Group met for the first time this morning (Diane, Pam Nourse, Mike Majors, Janet Adachi). The Selectmen representatives from all towns met last night and it seems like all towns will probably have special Town Meetings in February.

They will create a new Regional Agreement proposal. Perhaps as many as 4 towns may withdraw, meaning increased costs for member towns. They are concerned about keeping on track for their building project. There is a real push to educate about this issue in the communities, including making State Reps aware. Diane said it was encouraging to hear that consensus was reached with the member towns on a revised Regional Agreement. Ann Chang suggested that bus trips and tours to Minuteman Tech be offered as a way to educate the communities.

16.6. PTO/PTSO/PTF Co-Chairs– *Deanne O’Sullivan*

The Co-Chairs met on November 9 and will meet again on December 7 for general updates.

17. Superintendent's Report – Glenn Brand

17.1. Update on Leary Field Track Scoreboard

The scoreboard hardware was installed in November. It will be up and running in the spring.

17.2. Long Range Strategic Plan, Wellness and Safety Task Force Updates

The Wellness and Safety Task Forces are running. There is some variation between the schools on their safety procedures. Wellness is focusing on sleep and fatigue, among other topics. There are School Committee reps on both Task Forces. The District's Leadership Team (DLT) of approximately 50 people, will start work on the new Long Range Strategic Plan.

18. Senior Leadership Administrative Restructuring Proposal Update - Glenn Brand

Dr. Brand asked for more time before finalizing this important decision. He has met with all principals and cabinet members and they are providing input to ensure that he comes up with the right recommendation for our Senior Leadership. He expects to bring a proposal to the Committee at their next meeting, after gathering final input.

19. FOR YOUR INFORMATION

19.1. 2016-2017 ABRSD Kindergarten Registration Schedule – Tue Jan 12.

19.2. Family Learning Series: Janell Burley Hoffman 12/2/15 –

This presentation discussed raising children with today's portable technology and the issues of balance and wellness. Ms. Burley Hoffman encouraged parents to stand with their children while they learn to use technology. Using the analogy of a cookbook, she said that you wouldn't throw stuff on the counter and tell kids to cook something. A parent would stand with them and help them learn how to use the recipe.

19.3. Pulitzer Prize-Winning Poet Tracy K. Smith Chosen as 16th Annual Robert Creeley Award Winner (Presentation on 3/29/16)

The ABRSC adjourned at 9:35 p.m.

Respectfully submitted,
Beth Petr

List of Documents Used: see agenda

NEXT MEETINGS:

Dec 17	ABRSC Meeting	7:00 p.m. in the Jr High Library
Jan 6 (Wed)	Final Governance Workshop	7:00 p.m. in the Jr High Library
Jan 14	ABRSC Meeting	7:00 p.m. in the Jr High Library
Jan 23	FY17 Budget Saturday Meeting	9:00 a.m. – 2:00 p.m. in the Jr High Library

Superintendent's Office
Acton-Boxborough Regional School District
16 Charter Road
Acton, MA 01720

To: Acton Boxborough Regional School Committee
From: Glenn A. Brand
Date: December 11, 2015
Re: FY17 Superintendent's Preliminary Budget Request

Please find enclosed in this packet information that provides an overview of the district's FY17 budget status at this time in our budget development process.

With the fact that Budget Saturday has been moved up in January, it is the case that at this point in the month there remains considerable work still to go within the Finance Department as it relates to a thorough analysis of all budgetary responsibilities as we try and project sound estimates for the 2016-17 school year.

Within this packet you will find information on the following in support of our next budget presentation at your meeting on December 17:

- Presentation slides that provide an overview of the current status of the FY17 budget at this time inclusive of personnel changes and capital requests;
- Table 6 for both FY16 and FY17 (based upon current projections) for comparative purposes;
- A more complete listing of personnel changes;
- A summary of revenue
- Class section changes
- Four year personnel chart projections

As noted within the attached presentation, the current FY17 budget represents an increase of 4.1%, or \$3,279,295 in overall expenses from our current budget. Efforts will continue over the course of the next few to continue to review all budget lines and the administration will continue its efforts of seeking to identify possible areas where we can reduce or economize our services in an effort to try and minimize any overall increases to the budget. As you will note, the sum total of new proposed positions is a relatively small request when considered alongside other staffing reductions and/or budget reductions that have been proposed. However, as will continue to be the case for an organization as large as ours, uncontrollable costs including salaries tied to contractual obligations, fringe benefits, out of district tuitions, utilities and an increase in commitment to capital funding represents the majority of operational cost increases for our district.

I look forward to sharing this budget information with you at your next regularly scheduled meeting on Thursday, December 17.



ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT

FY'17 SUPERINTENDENT'S PRELIMINARY
BUDGET REQUEST

School Committee Meeting
December 17, 2015

2

FY'17 Budget- Superintendent Preliminary Budget

- Presentation #1 12/3/15
 - Budget priorities, drivers and fee approvals
- Presentation #2 12/17/15
 - Overview of FY17 Budget status, personnel changes and capital requests
- Presentation #3 1/14/16
 - Superintendent Recommended Budget by line item detail

3

FY'17 Budget Priorities

At the December 3rd ABRSD School Committee we outlined the following budget priorities:

1. Move towards staffing levels that support the social, emotional, and learning needs of our increasingly diverse and complex student body
2. Complete capital and educational needs assessment and space review
3. Review class sizes K-12 and make staffing adjustments as necessary to meet guidelines for class size ranges.

4

FY'17 Budget Priorities

Enrollment is gradually decreasing, but number of high needs students is increasing

- ELL
- Special Education
- Economically Disadvantaged
- Mental Health

FY'17 Preliminary Budget Overview

*The presentation is preliminary;
continued "fine tuning" on-going*

- Expense budget increasing 4.1%
- State aid is increasing .5%
- Assessments rising 5%

*(FY'16 increase to Assessments was 6.6%
Above the Voted FY'15 Assessment, and
5.9% above the Voted Assessment plus MCRS
Agreement).*

	FY'15	FY'16	FY'17
	Budget	Budget	Preliminary
Budget	\$ 76,455,123	\$ 79,749,882	\$ 83,029,177
Increase \$		\$ 3,294,759	\$ 3,279,295
Increase %		4.3%	4.1%
Revenues	\$ 15,418,445	\$ 15,251,107	\$ 15,322,584
Increase \$		\$ (167,338)	\$ 71,477
Increase %		-1.1%	0.5%
Use of Reserves: E&D	\$ 300,000	\$ 200,000	\$ 200,000
Assessments	\$ 60,736,019	\$ 64,291,249	\$ 67,506,593
Increase \$		\$ 3,555,230	\$ 3,215,344
Increase %		5.9%	5.0%

FY'17 Revenues –

Assumptions until Governor Budget Released

- State aid: Ch. 70 increase at \$25 per pupil = 1%
- Regional Transportation: Assume 65% reimbursement of FY16 costs for students > 1.5 miles
- Regional Bonus Aid: (Year 3 of 5) Bonus for expanding region-declining yearly: \$50/\$40/\$30/\$20/\$10
- Assessments:
 - School Choice (14.3 students FY'15) –Estimated FY'17-may update
 - Charter Schools (31 students FY16, 29.9 FY'15)- assumes 7.5% tuition growth based on history; same # of students as FY'16

All above items subject to update when additional data is available

FY'16 Revenues – Ch. 70 Aid

[Return to Index](#)

7/19/15

Massachusetts Department of Elementary and Secondary Education FY16 Chapter 70 Summary

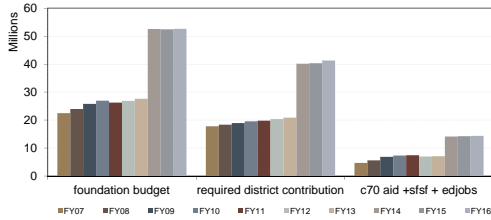
600Acton Boxborough

Aid Calculation FY16

Prior Year Aid	
1Chapter 70 FY15	14,254,476
Foundation Aid	
2Foundation budget FY16	52,599,957
3Required district contribution FY16	41,315,952
4Foundation aid (2-3)	11,284,005
5Increase over FY15 (4 - 1)	0
Minimum Aid	
6Minimum \$25 per pupil increase	138,600
Non-Operating District Reduction to Foundation	
6Reduction to foundation	0
FY16 Chapter 70 Aid	
7sum of line 1, 5 minus 6	14,393,076

Comparison to FY15

	FY15	FY16	Change	Pct Chg
Enrollment	5,649	5,544	-105	-1.86%
Foundation budget	52,422,543	52,599,957	177,414	0.34%
Required district contribution	40,290,368	41,315,952	1,025,584	2.55%
Chapter 70 aid	14,254,476	14,393,076	138,600	0.97%
Required net school spending (NSS)	54,544,844	55,709,028	1,164,184	2.13%
Target aid share	25.27%	21.89%		
C70 % of foundation	27.19%	27.36%		
Required NSS % of foundation	104.05%	105.91%		



FY'17 Revenues - School Choice

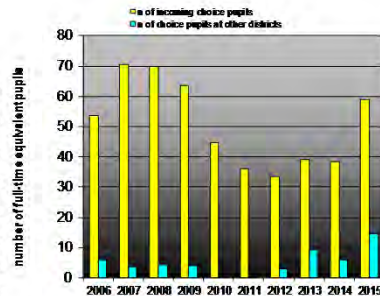
Massachusetts Department of Elementary and Secondary Education Office of School Finance

600 ACTON BOXBOROUGH

School Choice Trends in Enrollment and Tuition

600 ACTON BOXBOROUGH

FY	—Receiving—		—Sending—	
	FTE Pupils	Tuition	FTE Pupils	Tuition
2006	53.50	267,500	6.01	156,087
2007	70.69	370,636	3.72	18,329
2008	70.00	402,183	4.40	23,765
2009	63.66	345,180	3.90	19,500
2010	44.78	251,722	0.31	1,550
2011	36.00	211,848	0.34	4,100
2012	33.35	192,628	3.12	21,513
2013	39.00	235,418	9.38	61,790
2014	38.30	232,980	6.00	47,899
2015	58.00	354,807	14.50	103,099



FY'17 Revenues - detail

Revenues and Funding Sources	FY15 Budget- Revoted	FY15 Actual	FY16 Budget	PRELIMINARY DRAFT 12/10/15		
				FY17 Budget	Inc (Dec) FY17	% CHANGE
CHAPTER 70 AID	14,254,476	14,254,476	14,393,376	14,531,276	137,900	1.0%
SCHOOL CHOICE ASSESSMENT	(91,711)	(118,465)	(103,099)	(120,000)	(16,901)	16.4%
CHARTER SCHOOL ASSESSMENT	(541,005)	(373,438)	(430,739)	(443,983)	(13,244)	3.1%
SPECIAL EDUCATION ASSESSMENT	(12,675)	(12,398)	(12,675)	(12,675)	-	0.0%
REGIONAL TRANSPORTATION	1,729,727	1,353,855	1,266,283	1,266,283	-	0.0%
REGIONAL TRANSPORTATION REVOLVING	(192,649)	-	-	-	-	-
REGIONAL BONUS AID	139,000	136,900	111,200	74,000	(37,200)	-33.5%
CHARTER SCHOOL REIMBURSEMENT	133,282	25,810	26,761	27,683	922	3.4%
Total State Aid, Net	15,418,445	15,266,740	15,251,107	15,322,584	71,477	0.5%
EARNINGS ON INVESTMENTS	-	14,876	-	-	-	-
MISCELL REVENUE	-	111,831	-	-	-	-
MEDICAID REIMBURSEMENT	-	48,109	-	-	-	-
Total Revenues	15,418,445	15,441,556	15,251,107	15,322,584	71,477	0.5%
REGIONAL ASSESSMENT-ACTON	49,690,145	49,690,147	53,171,009	55,919,171	2,748,162	5.2%
REGIONAL ASMNT - BOXBOROUGH	10,594,577	10,594,579	11,120,240	11,587,423	467,183	4.2%
ADDTL MCRS ASSESSMENT-ACTON	384,255	384,255	-	-	-	-
ADDTL MCRS ASMNT - BOXBOROUGH	67,042	67,042	-	-	-	-
Total Assessments	60,736,019	60,736,023	64,291,249	67,506,593	3,215,344	5.0%
PREMIUMS ON LOANS	658	658	7,526	-	(7,526)	-100.0%
TRANSFER FROM E&D	300,000	300,000	200,000	200,000	-	0.0%
TOTAL FUNDING SOURCES	76,455,122	76,478,237	79,749,882	83,029,177	3,279,295	4.1%

FY'17 Expenditures

Expenditures- major categories	FY'15 Budget- Revoted	FY'15 Actual	FY'16 Budget	PRELIMINARY 12/10/15		
				FY17 Budget	Inc (Dec) FY17	% CHANGE
Salaries and other compensation	48,747,610	48,965,786	50,776,545	52,343,896	1,567,351	3.1%
Fringe benefit and related costs	12,028,054	11,367,630	13,242,836	14,127,517	884,681	6.7%
<i>Fringe as % of total compensation</i>	24.7%	23.2%	26.1%	27.0%		
Special Education tuition and transportation	6,553,925	6,695,680	6,798,598	7,110,212	311,614	4.6%
Capital outlay and debt service	2,389,363	2,533,304	2,251,202	2,489,277	238,075	10.6%
All other	6,736,172	6,248,942	6,680,701	6,958,275	277,574	4.2%
TOTAL EXPENDITURES	76,455,124	75,811,341	79,749,882	83,029,177	3,279,295	4.1%

11

FY'17 Budget

Salaries & Other Compensation +3.1%

- Teacher Contract settled through 6/30/17
- Two smaller contracts expire 6/30/16
- Overtime Level funded

12

FY'17 Budget

Benefits and related costs +6.7%

- Health insurance assumes 8% rate increase-
Rate adjustment usually known in February
- Middlesex County Retirement increases 6.4% to
\$2,086,065
- OPEB funding increases 14.3% from \$700,000 to
\$800,000 according to plan

13

FY'17 Budget

Special Education Tuition and Transportation +4.6%

- Tuitions:
 - For known students with 3% rate increase assumed for CASE Collaborative; rates not set
 - Circuit Breaker offset estimated at 68% of projected FY16 costs
 - Benefit of many graduation/aging out students
- Transportation:
 - CASE Assessment-Preliminary estimate rising 9.5% or \$133K due to increased usage

14

FY'17 Budget

Capital and Debt Service +10.6%

- Capital increase 147.9K to reflect prioritized needs, especially Phase 2 of Existing condition study and Conant Building heaving
- Debt Service:
 - As scheduled for Jr. High, Sr. High and Lower Fields –increases 2%
 - All Elementary School Debt held by Towns

15

FY'17 Budget

Utilities +11.9%

- New Electric rates effective 12/1/15 increase 13% all Acton locations
- Possible Solar Offset –to be determined

16

FY'17 Preliminary Assessment

	TOTAL	Acton	Boxborough
FY'17 Total expenditures	\$83,029,177	\$70,475,747	\$ 12,553,430
FY'17 Other funding sources	+15,522,584	\$13,163,151	\$2,359,433
FY'17 Assessment	\$67,506,593	\$55,919,171	\$11,587,423
FY'16 Assessment	\$64,291,249	\$53,171,009	\$11,120,240
FY'17 Assessment Increase	\$3,215,344	\$2,748,162	\$467,183
FY'17 % Increase	5.0%	5.2%	4.2%

Capital Planning - Objective

- Maintaining the infrastructure of our eight (8) facilities and all of our campus space is critical.
- The district will continue with its ongoing efforts to maintain and improve the condition of our buildings, technology and overall learning environments.
- Within the FY'17 budget, there is a continuing commitment to complete a long-term view of our capital needs through an *Existing Conditions Study*.

FY'17 Capital Plans - Process

1. Requests submitted annually with budgets from any Administrator
 - Reviewed by Director of Facilities and Superintendent
 - Reviewed by Director of Finance for possible other funding sources
2. Prioritized according to:
 - Health or Safety
 - Required for Program Delivery
 - Timeframe needed
 - Defer to Existing condition study completion
3. School Leadership Team review of items requested for FY17 only
4. Superintendent decision for funding within increased Capital Budget of \$273,000

FY'17 Capital Requests	TOTAL
TOTAL REQUESTS	\$1,103,956
Funded in other budgets	\$95,720
Funded in Capital Budget	\$273,000
Deferred requests	\$735,237

19

FY'17 Capital Budget-Preliminary

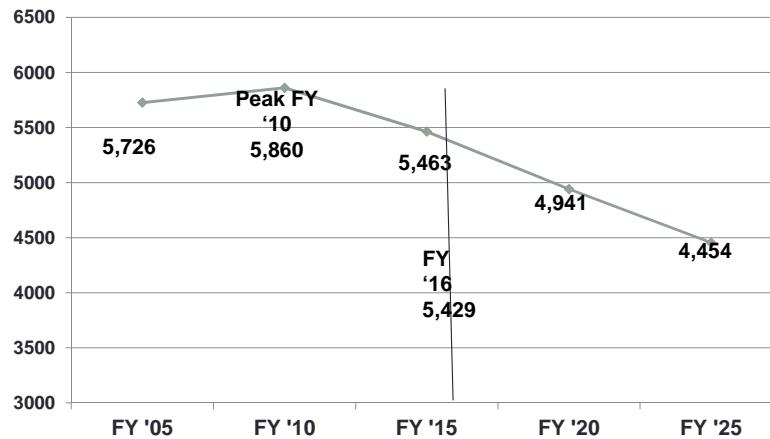
Location	Description	Estimate
Superintendent	Existing Conditions Study –Phase 2	\$120,000
Conant	North Corner of Building heaving	\$ 75,000
Junior High	Furnish and equip 2 new learning centers	\$ 18,000
High School	Begin Concrete replacement	\$ 25,000
Blanchard	HVAC Controls	\$ 25,000
McTowne	Carpet program -replacement with tile	<u>\$ 10,000</u>
	TOTAL CAPITAL BUDGET	<u>\$273,000</u>

20

Enrollment and Class Section Planning

Long Range Plan to address declining enrollment and increased numbers of high needs students

K-12 Enrollment FY '05 - FY '25



Numbers reflect all K-12 students from Acton and Boxborough. They do not include choice or preschool. Including choice and preschool, FY '16 enrollment is 5,668.

22

Enrollment Trends

- Student enrollment is dropping but the number of high needs students is growing rapidly
- Grades 1-3 are 15-20 students higher than we planned even one year ago. The class sizes in these grades are 24-25 (as compared to target guidelines of 20-22).
- The Jr. High is growing by 40 students (888 – 929) over the next two years and then it is projected to go back down again. Within this, the number of Special Education students is growing by 23%.

23

Classroom Section Planning

	Peak	FY15	FY16	FY17	FY18	FY19	FY20
Acton K-6	108	104	103	101	98	94	90
Boxborough K-6	31	20	18	18	18	17	16
Total K-6	139	124	121	119	116	111	106

24

Sections and Class Sizes – FY16

	Boxborough Sections	Boxborough Class Size	Acton Sections	Acton Class Size
K	2	23.5	14	18.2
1	2	24.5	14	20
2	2	22.5	14	23.5
3	3	20.6	14	24.1
4	3	23.7	15	22.5
5	3	21.7	16	23.9
6	3	21.7	16	24.3

25

Sections and Class Sizes – FY17

	Boxborough Sections	Boxborough Class Size	Acton Sections	Acton Class Size
K	2	19	13	19.1
1	2.5	20.4	14	19.4
2	2.5	20.8	14	22.6
3	2	24	14	24.4
4	3	21	15	22.4
5	3	24.7	15	22.5
6	3	22.7	16	24.1

26

Special Education Enrollment

	FY10	FY11	FY12	FY13	FY14	FY15	FY16
Total Special Ed Students	881	861	889	928	969	979	1,004
Total Out of District	83	78	78	81	84	95	92

6 year increase +14% +123 students

27

English Language Learners

	FY10	FY11	FY12	FY13	FY14	FY15	FY16
ELL Students	85	104	123	144	162	187	222

6 year increase +135% +122 students

28

Multi-Year Personnel Planning

	FY16	FY17	FY18	FY19	FY20
Elementary Sections	-3	-2	-3	-5	-5
Elementary Learning Centers	0.6	0.6	1	1	0
ELL Teachers	0.6	2	1	1	0
School Psychologists	.4	.8			
JH Special Ed	1	2			
HS Special Ed				1	1
HS Counseling/ Psych				1	1
Strings		0.4	0.2	0.4	
Totals	-0.4	3.8	-0.8	-0.6	-3

FY 17 Elementary Classroom Section Changes					
	Description	FTE	FY17 Salary	Health Ins	Total FY17 Cost
Merriam	Reduce 5th Grade Four section bubble moving through	-1.00	(\$54,000)	(\$19,000)	(\$73,000)
Conant & Douglas	Move .5 Kindergarten from Douglas to Conant	0.00	\$0	\$0	\$0
Conant	Reduce 2nd Grade Conant Two section bubble moving through	-1.00	(\$54,000)	(\$19,000)	(\$73,000)
Gates	Reduce .5 K at Gates New cut for lower enrollment	-0.50	(\$27,000)		(\$27,000)
Gates	Reduce .5 K Assistant Gates	-0.50	(\$12,000)	(\$19,000)	(\$31,000)
Gates	Add Back 4th grade at Gates due to increased enrollment and high class size	1.00	\$54,000	\$19,000	\$73,000
Blanchard	Reduce 3rd grade at Blanchard Two section bubble moving through	-1.00	(\$54,000)	(\$19,000)	(\$73,000)
Blanchard	Add 1st/2nd Mixed Grade at Blanchard due to increased enrollment and high class size	1.00	\$54,000	\$19,000	\$73,000
	Reductions	-2.00	(\$93,000)	(\$38,000)	(\$131,000)

Pathways K-3 Special Ed Program

Pathways K-3 Special Education Program - Included in Budget				
	To serve 6 students who would otherwise go out of district 1.0 Special Educator; .3 Sp/L; .3 BCBA; .3 OT/PT; Reallocate 4 ABA trainers			
	Cost if 6 students went to CASE - tuition and transportation			\$549,666
	Cost of in-district programming to serve these six students - tuition and transportation			\$361,200
	Budget Savings to add program instead of sending out of district			(\$188,466)

Personnel Additions – Tier 1

Tier 1 - Included in recommended budget - Highest Priority				
JH Special Ed Learning Centers	2.00	\$108,000	\$38,000	\$146,000
ELL Teachers	1.40	\$75,600	\$19,000	\$94,600
Elementary Schools Psychologist -Assessment/Direct Service	0.80	\$56,000		\$56,000
Tier 1	4.20	\$239,600	\$57,000	\$296,600

Personnel Additions – Tier 2

Tier 2 - Included in recommended budget - Priority Requests				
ELL	0.60	\$32,400	\$19,000	\$51,400
.3 Speech & Language	0.30	\$24,000	\$19,000	\$43,000
Elem Special Ed Learning Center multi-year plan Merriam move from .4 to full time	0.60	\$32,400	\$19,000	\$51,400
Finance Accts. Payable/Payroll Transfer from HS office position	0.50		\$19,000	\$19,000
Phase in of Strings Program	0.40	\$21,600		\$21,600
Tier 2	2.40	\$88,800	\$76,000	\$186,400

Personnel Additions Summary

	FTE	Salary	Health Ins	Total
Section Reductions	-2.00	(\$93,000)	(\$38,000)	(\$131,000)
Pathways Savings				(\$188,466)
Tier 1	4.20	\$239,600	\$57,000	\$296,600
Tier 2	2.40	\$88,800	\$76,000	\$186,400
Total Personnel Changes	4.60	\$235,400	\$95,000	\$163,534

Deferred Personnel

Tier 3 - Not included in recommended budget - Deferred Requests				
Elem Literacy and Social Studies Specialist/Coach	1.00	\$65,000	\$19,000	\$84,000
Additional ELL Teacher	1.00	\$54,000	\$19,000	\$73,000
Strings Program (Add .6 to .4 above for K-12)	0.60	\$32,400	\$19,000	\$51,400
Additional Groundsman (offset by reduction in overtime)	1.00	\$25,000	\$19,000	\$44,000
Additional 3rd grade section to reduce class size	1.00	\$54,000	\$19,000	\$73,000
Additional 2nd grade at Blanchard to split mixed grade	1.00	\$54,000	\$19,000	\$73,000
Tier 3	5.60	\$176,400	\$114,000	\$398,400

FY'17 Budget Planning: Next Steps

- **January 14 – School Committee Meeting**
Budget Presentation #3 - Line Item Budget Detail
 - 7:00 p.m. in the RJG Junior High Library
- **January 23 – Budget Saturday Meeting**
 - 8:30 a.m. in the RJG Junior High Library
- **February 4 – FY'17 ABRSD Budget Discussion**
 - 7:00 p.m. in the RJG Junior High Library
- **February 11 – FY'17 ABRSD Budget Hearing and Vote**
 - 7:00 p.m. in the RJG Junior High Library

FY'17 Budget

Questions & Discussion

Acton Boxborough Regional School District Revenues and Funding Sources	FY'15 Budget- Revoted 11/6/15	FY'15 Actual	FY'16 Budget	FY17 Budget	Inc (Dec) FY17	% CHANGE
CHAPTER 70 AID	14,254,476	14,254,476	14,393,376	14,531,276	137,900	1.0%
SCHOOL CHOICE ASSESSMENT	(91,711)	(118,465)	(103,099)	(120,000)	(16,901)	16.4%
CHARTER SCHOOL ASSESSMENT	(541,005)	(373,438)	(430,739)	(443,983)	(13,244)	3.1%
SPECIAL EDUCATION ASSESSMENT	(12,675)	(12,398)	(12,675)	(12,675)	-	0.0%
REGIONAL TRANSPORTATION	1,729,727	1,353,855	1,266,283	1,266,283	-	0.0%
REGIONAL TRANSPORTATION REVOLVING	(192,649)	-	-	-	-	-
REGIONAL BONUS AID	139,000	136,900	111,200	74,000	(37,200)	-33.5%
CHARTER SCHOOL REIMBURSEMENT	133,282	25,810	26,761	27,683	922	3.4%
Total State Aid, Net	15,418,445	15,266,740	15,251,107	15,322,584	71,477	0.5%
EARNINGS ON INVESTMENTS	-	14,876	-	-	-	-
MISCELL REVENUE	-	111,831	-	-	-	-
MEDICAID REIMBURSEMENT	-	48,109	-	-	-	-
Total Revenues	15,418,445	15,441,556	15,251,107	15,322,584	71,477	0.5%
REGIONAL ASSESSMENT-ACTON	49,690,145	49,690,147	53,171,009	55,919,171	2,748,162	5.2%
REGIONAL ASMNT - BOXBOROUGH	10,594,577	10,594,579	11,120,240	11,587,423	467,183	4.2%
ADDTL MCRS ASSESSMENT-ACTON	384,255	384,255	-	-	-	-
ADDTL MCRS ASMNT - BOXBOROUGH	67,042	67,042	-	-	-	-
Total Assessments	60,736,019	60,736,023	64,291,249	67,506,593	3,215,344	5.0%
PREMIUMS ON LOANS	658	658	7,526	-	(7,526)	-100.0%
TRANSFER FROM E&D	300,000	300,000	200,000	200,000	-	0.0%
TOTAL FUNDING SOURCES	76,455,122	76,478,237	79,749,882	83,029,177	3,279,295	4.1%

FY'17 TABLE 6 -PRELIMINARY BUDGET

December 10, 2015

TABLE 6
ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT
Analysis of Assessments
School Year 2016-2017

	TOTAL BUDGET 2016-2017	ACTON 84.80% 83.54%	BOXBOROUGH 15.20% 16.46%
EXPENDITURES			
OPERATING BUDGET	\$80,026,859	\$67,862,776	\$12,164,083
OPEB TRUST FUND CONTRIBUTION	\$800,000	\$678,400	\$121,600
LOWER FIELDS CONSTRUCTION DEBT SERVICE	\$115,418	\$101,822	\$13,596
CAPITAL OUTLAY - BUILDINGS	\$243,100	\$206,149	\$36,951
TOTAL INSIDE DEBT LIMIT	\$81,185,377	\$68,849,147	\$12,336,230
EXPENDITURES OUTSIDE DEBT LIMIT (PREVIOUSLY AUTHORIZED BY REGION:)			
CONSTRUCTION DEBT SERVICE (FOR JHS & SHS/AUTHORIZED OUTSIDE PROP 2 1/2)	\$387,864	\$342,174	\$45,690
SH CONSTRUCTION/RENOVATION	\$1,455,936	\$1,284,427	\$171,509
TOTAL OUTSIDE DEBT LIMIT	\$1,843,800	\$1,626,600	\$217,200
GROSS EXPENDITURE BUDGET-PAID BY ABRSD	\$83,029,177	\$70,475,747	\$12,553,430
SHARE OF DEBT SERVICE ELEMENTARY SCHOOLS- PAID BY TOWNS	886,492	751,745	134,747
TOTAL REGIONAL DISTRICT EXPENDITURES	83,915,669	71,227,493	12,688,176
REVENUES & RESERVE USE			
CHAPTER 70 BASE AID	\$14,531,276	\$12,322,522	\$2,208,754
CHOICE/CHARTER/SpEd SCHOOL ASSESSMENT	(\$576,658)	(\$489,006)	(\$87,652)
CHARTER SCHOOL AID	\$27,683	\$23,475	\$4,208
REGIONAL SCHOOL TRANSPORTATION (Cherry Sheet)	\$1,266,283	\$1,073,808	\$192,475
REGIONAL BONUS AID	\$74,000	\$62,752	\$11,248
TRANSFER FROM RESERVES (Excess & Deficiency)	\$200,000	\$169,600	\$30,400
TOTAL REVENUES AND RESERVE USE	\$15,522,584	\$13,163,151	\$2,359,433
TOWN ASSESSMENTS- BEFORE APPENDIX A & IMA	\$68,393,085	\$58,064,342	\$10,328,744

Calculation of Final Assessments Per Appendix A to Revised Regional Agreement - FY17

Description	TOTAL	ACTON	BOXBOROUGH
Projected Total Benefit Amount	\$1,873,119		
Base Budgets	\$66,364,972	\$55,056,859	\$11,308,113
Benefit Percentage Shares		90.0%	10.0%
Share of Benefits	\$1,873,119	\$1,685,807	\$187,312
Reduce Base Budgets By Benefit Shares	\$64,491,853	\$53,371,052	\$11,120,801
Recalculated Assessment Percentages Based On Benefit Shares Applied To Base Budget	100.00%	82.76%	17.24%
Input Table 6 Result From FY17 Actual Budget (includes elementary debt paid by towns)	\$68,393,085	\$58,064,342	\$10,328,744
Assessment Percentages With Actual Budget		84.90%	15.10%
Shift In Percentage Shares		2.14%	-2.14%
Final Assessment AT FIXED ASSESSMENT % PER APPENDIX A	\$68,393,085	\$56,599,566	\$11,793,519
LESS DEBT PAID DIRECT BY TOWN- PER IMA Section 6	(886,492)	(680,396)	(206,097)
Amount due from each town	\$67,506,593	\$55,919,171	\$11,587,423

FY16 Voted Assessments	\$64,291,249	\$53,171,009	\$11,120,240
increase	3,215,344	2,748,162	467,183
%	5.0%	5.2%	4.2%

FY17 Shift: (\$1,464,775)

2 of 3

FY16 TABLE 6 - VOTED BUDGET 2/12/15

TABLE 6 - 2/12/15
 ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT
 Analysis of Assessments
 Projected State Aid Numbers
 School Year 2015-2016

	TOTAL BUDGET 2015-2016	ACTON 84.58% 83.22%	BOXBOROUGH 15.42% 16.78%	
OPERATING EXPENDITURES				
OPERATING BUDGET	\$76,958,939	\$65,091,871	\$11,867,068	K to 12
OPEB TRUST FUND CONTRIBUTION	\$700,000	\$592,060	\$107,940	K to 12
LOWER FIELDS CONSTRUCTION DEBT SERVICE	\$118,118	\$104,204	\$13,914	
CAPITAL OUTLAY - BUILDINGS	\$170,200	\$143,955	\$26,245	K to 12
TOTAL INSIDE DEBT LIMIT	\$77,947,257	\$65,932,089	\$12,015,168	
EXPENDITURES OUTSIDE DEBT LIMIT (PREVIOUSLY AUTHORIZED BY REGION:)				
CONSTRUCTION DEBT SERVICE (FOR JHS & SHS/AUTHORIZED OUTSIDE PROP 2 1/2)	\$382,164	\$337,145	\$45,019	
SH CONSTRUCTION/RENOVATION	\$1,420,461	\$1,253,131	\$167,330	
TOTAL OUTSIDE DEBT LIMIT	\$1,802,625	\$1,590,276	\$212,349	
GROSS EXPENDITURE BUDGET-PAID BY ABRSD	\$79,749,882	\$67,522,365	\$12,227,517	
SHARE OF DEBT SERVICE ELEMENTARY SCHOOLS- PAID BY TOWNS	939,792	794,876	144,916	K to 12
TOTAL REGIONAL DISTRICT EXPENDITURES	80,689,674	68,317,242	12,372,433	
OTHER FINANCING SOURCES:				
CHAPTER 70 BASE AID	\$14,393,376	\$12,173,917	\$2,219,459	K to 12
CHOICE/CHARTER SCHOOL ASSESSMENT	(\$546,513)	(\$462,241)	(\$84,272)	K to 12
CHARTER SCHOOL AID	\$26,761	\$22,634	\$4,127	K to 12
REGIONAL SCHOOL TRANSPORTATION (Cherry Sheet)	\$1,266,283	\$1,071,022	\$195,261	K to 12
REGIONAL BONUS AID	\$111,200	\$94,053	\$17,147	K to 12
TRANSFER FROM PREMIUM ON LOAN-JHS	\$7,526	\$6,365	\$1,161	K to 12
TRANSFER FROM OPEB TRUST FUND	\$0	\$0	\$0	K to 12
TRANSFER FROM RESERVES (Excess & Deficiency)	\$200,000	\$169,160	\$30,840	K to 12
TOTAL OTHER FINANCING SOURCES	\$15,458,633	\$13,074,912	\$2,383,721	
TOWN ASSESSMENTS- BEFORE APPENDIX A & IMA	\$65,231,041	\$55,242,330	\$9,988,712	

Calculation of Final Assessments Per Appendix A to Revised Regional Agreement - FY16

Description	TOTAL	ACTON	BOXBOROUGH	Steps
Projected Total Benefit Amount	\$1,873,119			1a
Base Budgets	\$64,533,396	\$53,398,447	\$11,134,949	2
Benefit Percentage Shares		87.5%	12.5%	3
Share of Benefits	\$1,873,119	\$1,638,979	\$234,140	4a
Reduce Base Budgets By Benefit Shares	\$62,660,277	\$51,759,468	\$10,900,809	4b
Recalculated Assessment Percentages Based On Benefit Shares Applied To Base Budget	100.00%	82.60%	17.40%	4c
Input Table 6 Result From FY16 Actual Budget (includes elementary debt paid by towns)	\$65,231,041	\$55,242,330	\$9,988,712	4d
Assessment Percentages With Actual Budget		84.69%	15.31%	4d
Shift In Percentage Shares		2.08%	-2.08%	4d
Final Assessment AT FIXED ASSESSMENT % PER APPENDIX A	\$65,231,041	\$53,883,004	\$11,348,037	4d
LESS DEBT PAID DIRECT BY TOWN- PER IMA Section 6	(939,792)	(794,876)	(144,916)	
Amount due from each town	\$64,291,249	\$53,171,009	\$11,120,240	
FY15 Voted Assessments	\$60,284,722	\$49,690,145	\$10,594,577	
increase	4,006,527	3,480,864	525,663	
%	6.6%	7.0%	5.0%	
FY15 additional assessment MCRS	\$451,297	\$384,255	\$67,042	
ADJUSTED FY15 TOTAL TOWN PAYMENTS	\$60,736,019	\$50,074,400	\$10,661,619	
increase	3,555,230	3,096,609	458,621	
%	5.9%	6.2%	4.3%	
FY16 Shift:	(\$1,359,325)			

FY 17 Elementary Classroom Section Changes					
	Description	FTE	FY17 Salary	Health Ins	Total FY17 Cost
Merriam	Reduce 5th Grade Four section bubble moving through	-1.00	(\$54,000)	(\$19,000)	(\$73,000)
Conant & Douglas	Move .5 Kindergarten from Douglas to Conant	0.00	\$0	\$0	\$0
Conant	Reduce 2nd Grade Conant Two section bubble moving through	-1.00	(\$54,000)	(\$19,000)	(\$73,000)
Gates	Reduce .5 K at Gates New cut for lower enrollment	-0.50	(\$27,000)		(\$27,000)
Gates	Reduce .5 K Assistant Gates	-0.50	(\$12,000)	(\$19,000)	(\$31,000)
Gates	Add Back 4th grade at Gates due to increased enrollment and high class size	1.00	\$54,000	\$19,000	\$73,000
Blanchard	Reduce 3rd grade at Blanchard Two section bubble moving through	-1.00	(\$54,000)	(\$19,000)	(\$73,000)
Blanchard	Add 1st/2nd Mixed Grade at Blanchard due to increased enrollment and high class size	1.00	\$54,000	\$19,000	\$73,000
	Reductions	-2.00	(\$93,000)	(\$38,000)	(\$131,000)

Pathways K-3 Special Education Program - Included in Budget					
	To serve 6 students who would otherwise go out of district 1.0 Special Educator; .3 Sp/L; .3 BCBA; .3 OT/PT; Reallocate 4 ABA trainers				
	Cost if 6 students went to CASE				\$549,666
	Cost of in-district programming to serve these six students.				\$361,200
	Budget Savings to add program instead of sending out of district				(\$188,466)

Budget Priorities

Description	FTE	FY17 Salary	Health Ins	Total FY17 Cost
Elementary Classroom Section Reductions				
Elementary Classroom Section Reductions	-2.00	(\$93,000)	(\$38,000)	(\$131,000)
Pathways K-3 Special Ed program savings compared to sending students out of district				(\$188,466)
Total Reductions & Savings				(\$319,466)
Tier 1 - Included in recommended budget - Highest Priority				
JH Special Ed Learning Centers	2.00	\$108,000	\$38,000	\$146,000
ELL Teachers	1.40	\$75,600	\$19,000	\$94,600
Elementary Schools Psychologist -Assessment/Direct Service	0.80	\$56,000		\$56,000
Tier 1	4.20	\$239,600	\$57,000	\$296,600
Tier 2 - Included in recommended budget - Priority Requests				
ELL	0.60	\$32,400	\$19,000	\$51,400
.3 Speech & Language	0.30	\$24,000	\$19,000	\$43,000
Elem Special Ed Learning Center multi-year plan Merriam move from .4 to full time	0.60	\$32,400	\$19,000	\$51,400
Finance Accts. Payable/Payroll Transfer from HS office position	0.50		\$19,000	\$19,000
Phase in of Strings Program	0.40	\$21,600		\$21,600
Tier 2	2.40	\$88,800	\$76,000	\$186,400
Reductions + Tier 1 & Tier 2	4.60	\$235,400	\$95,000	\$163,534

Tier 3 - Not included in recommended budget - Deferred Requests				
Elem Literacy and Social Studies Specialist/Coach	1.00	\$65,000	\$19,000	\$84,000
Additional ELL Teacher	1.00	\$54,000	\$19,000	\$73,000
Strings Program (Add .6 to .4 above for K-12)	0.60	\$32,400	\$19,000	\$51,400
Additional Groundsman (offset by reduction in overtime)	1.00	\$25,000	\$19,000	\$44,000
Additional 3rd grade section to reduce class size	1.00	\$54,000	\$19,000	\$73,000
Additional 2nd grade at Blanchard to split mixed grade	1.00	\$54,000	\$19,000	\$73,000
Tier 3	5.60	\$176,400	\$114,000	\$398,400

Four Year Personnel Cell Chart FY17 - FY20

	FY '17 2016-2017	FY '18 2017-2018	FY '19 2018-2019	FY '20 2019-2020
Enrollment Reductions	-1.0 Reduce 2nd Grade at Conant -\$54,000	-1.0 Reduce 6th Grade at Merriam -\$55,000	-1.0 Reduce 2nd Grade at Douglas -\$56,000	-1.0 Reduce 3rd Grade at Dougl - \$57,000
	-1.0 Merriam -\$54,000	-1.0 Reduce 1st Grade at Douglas -\$55,000	-1.0 Reduce 2nd Grade at Gates -\$56,000	-1.0 Reduce 3rd Grade at Gates -\$57,000
	-0.5 back 4th grade \$27,000	-1.0 Reduce 1st Grade at Gates -\$55,000	-2.0 Reduce 2 Kindergartens TBE -\$56,000	-1.0 Reduce 1st Grade at TBD -\$114,000
	-0.5 Gates -\$12,000		-1.0 Reduce 2 Kindergarten Asst. -\$25,000	-1.0 Reduce 1st Grade at TBD -\$54,000
Additional Reductions	Pathways Program -\$188,466	Reduce 3 Health Insurance -\$58,500	-1.0 Reduce 2nd Grade Blanchard -\$56,000	-1.0 Reduce 3rd Grade Blanchard -\$56,000
	Reduce 2 Health Insurance -\$38,000		Reduce 5 Health Insurances -\$92,500	Reduce 5 Health Insurances -\$92,500
	-3.0 Total Reductions -\$319,466	-3.0 Total Reductions -\$223,500	-6.0 Total Reductions -\$341,500	-5.0 Total Reductions -\$373,500
Additions	2.0 JH Learning Center \$108,000	1.0 Elementary Special Educator \$66,000	1.0 Elementary Special Educator \$32,700	1.0 HS Special Educator \$55,000
	2.0 Elementary ELL Teacher \$108,000	1.0 Elementary Literacy Coach \$65,000	1.0 Elementary Counseling/Psych \$70,000	1.0 HS Counseling/Psych \$70,000
	0.8 Elementary School Psycholog \$56,000	1.0 4th Grade to lower class size \$54,000	1.0 HS Special Educator \$54,500	
	0.30 Speech & Language \$24,000	1.0 Elementary ELL Teacher \$54,000	1.0 HS Counseling/Psych \$70,000	
	0.6 Elementary Special Educator \$32,400	0.6 Strings Music Teacher Phase \$32,400	1.0 Elementary ELL Teacher \$54,500	
	0.4 Strings Music Teacher Phase \$21,600	1.0 Groundsman \$25,000		
	Add 7 Health Insurances \$133,000	Add 6 Health Insurances \$120,000	Add 5 Health Insurances \$105,000	Add 2 Health Insurances \$44,000
	6.1 Total Additions \$483,000	5.6 Total Additions \$416,400	5.0 Total Additions \$386,700	2.0 Total Additions \$169,000
	3.1 Net Change \$163,534	2.6 Net Change \$192,900	-1.0 Net Change \$45,200	-3.0 Net Change -\$204,500

Staff and Choice
In total Column

Actual
Acton-Boxborough Grade K-6
December 1, 2015

Grade	Blanchard			Conant			Douglas			Gates			McCarthy-Town				Merriam				Incoming	Total	#Sec.	Avg. Size					
	ADK	14 AM	Total	23 ADK	13 AM	Total				Total																			
K	23	24	47	19	17	36	18	17	18	53	18	17	18	53	19	19	19	57	18	18	19	55	0	301	16	18.8			
Rm	216	218	2	2	1	1	2	1	44	0	4	2A	2P	2	111	110	112	1	132	131A	131P	0	6						
Gr. 1	24	25	49	21	22	43	23	22	22	67	23	23	22	68	22	22	22	66	21	22	22	65	0	358	16	22.4			
Rm	213	211	7	5	4	1	5	4	3	0	3	5	6	1	310	312	311	2	231	133	334	2	13						
Gr. 2	23	22	45	24	23	23	70	24	23	24	71	23	25	48	23	23	22	68	24	24	24	72	0	374	16	23.4			
Rm	227	219	4	6	8	7	0	7	6	8	0	8	10	0	301	302	303	2	234	224	323	1	7						
Gr. 3	20	21	21	62	25	23	23	71	24	24	25	73	24	23	47	24	24	25	73	24	25	24	73	0	399	17	23.5		
25	229	226	231	8	9	10	20	0	9	10	11	0	7	9	2	313	314	315	3	230	330	331	0	13					
Gr. 4	24	23	24	71	23	22	23	68	24	23	23	70	23	23	23	69	21	21	23	65	22	22	22	66	0	409	18	22.7	
Rm	245	243	247	6	17	19	18	1	12	14	13	1	18	19	20	0	213	214	215	2	223	322	233	0	10				
Gr. 5	22	21	22	65	23	24	24	71	25	24	24	73	24	25	23	72	24	25	25	74	23	24	23	23	93	0	448	19	23.6
Rm	118	130	128	8	16	15	14	0	21	20	19	0	11	15	17	0	210	211	212	2	232	333	135	235	0	10			
Gr. 6	20	23	22	65	25	25	25	75	24	25	25	74	24	25	25	74	23	23	25	71	24	23	23	24	94	0	453	19	23.8
Rm	110	112	108	9	13	12	11	2	16	17	15	0	12	13	14	1	113	114	115	0	321	332	335	324	3	15			
			44			5		1			6		12		6		74												
Total	18 St Average	22.4	404	19 St Average	###	434	21 St Average	26.7	481	19 St Average	23.9	431	21 St Average	###	474	23 St Average	###	518	0	2742	121	22.66							
Range	20	25		17	25		17	25		17	25		17	25		19	25		18	25					17	25			

44 Acton residents attend Boxborough

30 Boxborough residents attend school in Acton

Dec count 12/

Acton Elementary Enrollment and Class Size
Includes Acton and Boxborough Elementary
History and Projections FY '15- FY '26

2014-2015							2015-2016							2016-2017						
	Oct 1	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice, Staff, & Cross Town	Total Projected Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice & Staff	Total Projected Oct 1	Sections	Class Size	Yr to Yr Chnge
K	275	7	282	14	20.1	-3	K	245	7	252	14	18.0	-30	K	244	4	248	13	19.1	-4
1	303	7	311	14	22.2	-3	1	304	4	308	14	22.0	-3	1	265	7	272	14	19.4	-36
2	314	8	325	14	23.2	-5	2	323	4	327	14	23.4	2	2	315	1	316	14	22.6	-11
3	325	11	333	15	22.2	-37	3	331	1	332	14	23.7	-1	3	338	4	342	14	24.4	10
4	377	8	382	16	23.9	-2	4	331	4	335	15	22.3	-47	4	335	1	336	15	22.4	1
5	377	5	381	16	23.8	13	5	381	-2	379	16	23.7	-2	5	333	4	337	15	22.5	-42
6	356	4	360	15	24.0	12	6	387	0	387	16	24.2	27	6	387	-2	385	16	24.1	-2
	2327	50	2374	104	22.8	-25		2302	18	2320	103	22.5	-54		2217	19	2236	101	22.1	-84

Dec 2015

Acton Elementary Enrollment and Class Size History and Projections FY '15 - FY '26

2017-2018							2018-2019							2019-2020						
	Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge
K	241	4	245	13	18.8	-3	K	206	4	210	11	19.1	-35	K	204	4	208	11	18.9	-2
1	265	4	269	13	20.7	-3	1	261	4	265	13	20.4	-4	1	223	4	227	11	20.6	-38
2	275	7	282	14	20.1	-34	2	274	4	278	13	21.4	-4	2	271	4	275	13	21.2	-3
3	330	1	331	14	23.6	-11	3	288	7	295	14	21.1	-36	3	287	4	291	13	22.4	-4
4	342	4	346	14	24.7	10	4	334	1	335	14	23.9	-11	4	292	7	299	14	21.4	-36
5	337	1	338	15	22.5	1	5	344	4	348	14	24.9	10	5	336	1	337	14	24.1	-11
6	338	4	342	15	22.8	-43	6	342	1	343	15	22.9	1	6	350	4	354	14	25.3	11
	2128	25	2153	98	22.0	-83		2049	25	2074	94	22.1	-79		1963	28	1991	90	22.1	-83

Acton Elementary Enrollment and Class Size History and Projections FY '15 - FY '26

2020-2021							2021-2022							2022-2023							
	Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge	
K	231	4	235	12	19.6	27	K	234	4	238	13	18.3	3	K	237	4	241	13	18.5	3	
1	221	4	225	11	20.5	-2	1	250	4	254	12	21.2	29	1	253	4	257	13	19.8	3	
2	231	4	235	11	21.4	-40	2	229	4	233	11	21.2	-2	2	259	4	263	12	21.9	30	
3	284	4	288	13	22.2	-3	3	242	4	246	11	22.4	-42	3	240	4	244	11	22.2	-2	
4	291	4	295	13	22.7	-4	4	287	4	291	13	22.4	-4	4	245	4	249	11	22.6	-42	
5	293	7	300	14	21.4	-37	5	292	4	296	13	22.8	-4	5	289	4	293	13	22.5	-3	
6	341	1	342	14	24.4	-12	6	298	7	305	14	21.8	-37	6	297	4	301	13	23.2	-4	
	1892	28	1920	88	21.8	-71		1832	31	1863	87	21.4	-57		1820	28	1848	86	21.5	-15	

Acton Elementary Enrollment and Class Size History and Projections FY '15 - FY '26

2023-2024							2024-2025							2025-2026						
	Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chng e		Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chng e		Oct 1 Proj	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chng e
K	241	9	250	13	19.2	9	K	246	9	255	13	19.6	5	K	252	9	261	14	18.6	6
1	257	9	266	13	20.5	9	1	261	9	270	13	20.8	4	1	266	9	275	13	21.2	5
2	263	9	272	13	20.9	9	2	266	9	275	13	21.2	3	2	271	9	280	13	21.5	5
3	272	11	283	12	23.6	39	3	275	9	284	13	21.8	1	3	279	9	288	13	22.2	4
4	243	7	250	11	22.7	1	4	275	11	286	12	23.8	36	4	279	9	288	13	22.2	2
5	246	7	253	11	23.0	-40	5	245	7	252	11	22.9	-1	5	276	11	287	12	23.9	35
6	293	9	302	13	23.2	1	6	250	7	257	11	23.4	-45	6	248	7	255	11	23.2	-2
	1815	61	1876	86	21.8	28		1818	61	1879	86	21.8	3		1871	63	1934	89	21.7	55

Boxborough Elementary Enrollment and Class Size
Includes Acton and Boxborough Elementary
History and Projections FY '15- FY '20

2014-2015							2015-2016							2016-2017						
	Oct 1	Choice & Staff	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1	Choice & Staff	Total Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice, Staff, & Cross	Total Projected Oct 1	Sections	Class Size	Yr to Yr Chnge
K	38	3	40	2	20.0	-3	K	49	-2	47	2	23.5	7	K	35	3	38	2	19.0	-9
1	37	2	44	2	22.0	-3	1	46	3	49	2	24.5	5	1	53	-2	51	2.5	20.4	2
2	45	7	51	3	17.0	-5	2	42	2	44	2	22.0	-7	2	49	3	52	2.5	20.8	8
3	59	6	66	3	22.0	-37	3	54	7	61	3	20.3	-5	3	46	2	48	2	24.0	-13
4	55	7	58	3	19.3	-2	4	64	6	70	3	23.3	12	4	56	7	63	3	21.0	-7
5	58	3	60	3	20.0	13	5	56	10	66	3	22.0	6	5	67	6	73	3	24.3	7
6	76	2	78	4	19.5	12	6	62	3	65	3	21.7	-13	6	58	10	68	3	22.7	3
	368	30	397	20	19.9	-25		373	29	402	18	22.3	5		364	29	393	18	21.8	-9

Dec 2015

Boxborough Elementary Enrollment and Class Size History and Projections FY '15 - FY '26

2017-2018							2018-2019							2019-2020						
	Oct 1 Proj	Choice, Staff, & Cross	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice, Staff, & Cross	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice, Staff, & Cross	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge
K	33	5	38	2	19.0	0	K	41	0	41	2	20.5	3	K	36	0	36	2	18.0	-5
1	38	3	41	2	20.5	-10	1	36	5	41	2	20.5	0	1	44	0	44	2	22.0	3
2	56	-2	54	3	18.0	2	2	40	3	43	2	21.5	-11	2	38	5	43	2	21.5	0
3	54	3	57	3	19.0	9	3	61	-2	59	3	19.7	2	3	44	3	47	2	23.5	-12
4	47	2	49	2	24.5	-14	4	55	3	58	3	19.3	9	4	63	-2	61	3	20.3	3
5	59	7	66	3	22.0	-7	5	50	2	52	2	26.0	-14	5	58	3	61	3	20.3	9
6	70	6	76	3	25.3	8	6	61	7	68	3	22.7	-8	6	52	2	54	2	27.0	-14
	357	24	381	18	21.2	-12		344	18	362	17	21.3	-19		335	11	346	16	21.6	-16

Boxborough Elementary Enrollment and Class Size History and Projections FY '15 - FY '26

2020-2021							2021-2022							2022-2023						
	Oct 1 Proj	Choice, Staff, & Cross Town	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice, Staff, & Cross Town	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice, Staff, & Cross Town	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge
K	36	0	36	2	18.0	0	K	41	8	49	3	16.3	13	K	43	8	51	3	17.0	2
1	39	0	39	2	19.5	-5	1	39	0	39	2	19.5	0	1	44	8	52	3	17.3	13
2	47	0	47	2	23.5	4	2	41	0	41	2	20.5	-6	2	41	0	41	2	20.5	0
3	41	5	46	2	23.0	-1	3	52	0	52	2	26.0	6	3	45	0	45	2	22.5	-7
4	45	3	48	2	24.0	-13	4	43	5	48	2	24.0	0	4	53	0	53	3	17.7	5
5	66	-2	64	3	21.3	3	5	48	3	51	2	25.5	-13	5	45	5	50	3	16.7	-1
6	60	3	63	3	21.0	9	6	69	-2	67	3	22.3	4	6	50	3	53	2	26.5	-14
	334	9	343	16	21.4	-3		333	14	347	16	21.7	4		321	24	345	18	19.2	-2

Boxborough Elementary Enrollment and Class Size History and Projections FY '15 - FY '26

2023-2024							2024-2025							2025-2026						
	Oct 1 Proj	Choice, Staff, & Cross Town	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice, Staff, & Cross Town	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge		Oct 1 Proj	Choice, Staff, & Cross Town	Total Enrolled Oct 1	Sections	Class Size	Yr to Yr Chnge
K	46	8	54	3	18.0	3	K	49	8	57	3	19.0	3	K	52	8	60	3	20.0	3
1	46	8	54	3	18.0	2	1	50	8	58	3	19.3	4	1	53	8	61	3	20.3	3
2	47	8	55	3	18.3	14	2	49	8	57	3	19.0	2	2	53	8	61	3	20.3	4
3	45	8	53	2	26.5	8	3	52	8	60	3	20.0	7	3	54	8	62	3	20.7	2
4	47	0	47	2	23.5	-6	4	47	0	47	2	23.5	0	4	53	8	61	3	20.3	14
5	56	0	56	3	18.7	6	5	49	0	49	2	24.5	-7	5	49	0	49	2	24.5	0
6	47	5	52	3	17.3	-1	6	58	0	58	3	19.3	6	6	51	0	51	2	25.5	-7
	334	37	371	19	19.5	26		354	32	386	19	20.3	15		365	40	405	19	21.3	19



Acton-Boxborough Regional School District

Blanchard Memorial School
493 Massachusetts Avenue
Boxborough, MA 01719
978-263-4569

<http://blanchard.abschools.org>



8.3

MR. DANA LABB, PRINCIPAL
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DR. KAREN TOWER, ASST. PRINCIPAL
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MS. KATHY BOWER, ADM. ASST.
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MS. GAIL KESSLER-WALSH, GUIDANCE COUNSELOR
gwalsh@abschools.org

December 15, 2015

Glenn Brand, Superintendent
Acton-Boxborough Regional School District
Superintendent's Office
16 Charter Road
Acton, Massachusetts 01720

Dear Dr. Brand,

We are writing with a request for you to consider creating a multi-age classroom at Blanchard by eliminating our third section of grade 3 for one year (FY17) and transitioning that position to a 1.0 multi-age (grade 1 and 2) teacher. The following year (FY18) students would enter single grade classrooms (grade 2 and 3) respectfully.

JUSTIFICATION:

The hometown guarantee will continue through FY19, and history has shown that almost 100% of Boxborough Kindergarten and Grade 1 students have opted to remain at Blanchard based on the response to our open letter prior to the start of this school year. In fact only one half-day Kindergarten student chose to continue at an Acton Elementary school.

Incoming school choice students from Acton have outpaced the outgoing Boxborough school choice students for the past two academic years. Regardless of whether the trend continues or not, it has already impacted grade size in the Kindergarten and grade one classrooms. In April 2015, 36 Acton residents attended Boxborough and 23 Boxborough students attended school in Acton. As of October 2015, 40 Acton students attend Boxborough and 23 Boxborough students attend school in Acton.

Increased move-ins and new construction have added 48 students this year alone which has continued the trend of surpassed recommended grade 1-3 classroom sizes of 20-22 students. Currently, Kindergarten classroom sizes are at 23 and 24 students each and grade 1 section sizes are 24 and 25 each.

HISTORY:

Blanchard Memorial School hosted a multi-age program option from 1996 to 2004. A parent survey (circa late 1990's) indicated satisfaction with the program. Parents initiated the process

for selection in the spring when they had the option to determine if they wanted their child considered for eligibility in the multi-age classroom. Teachers created balanced and heterogeneous classrooms based on those parent requests.

CURRICULUM ALIGNMENT AND BENEFITS:

Blanchard Memorial School has favorable conditions for this classroom. With a large amount of square footage and available space we are able to configure our classrooms and utilize current furnishings and technology, which will reduce the start-up costs of this classroom to nearly zero. We would seek to find a creative teacher who understands learning differences and has the ability to successfully consult with two different teams.

Grade 1 and 2 standards build upon one another and the progression of skills and concepts are logical which permits opportunities for students to work side by side. Collaboration is just one of the many advantages of a multi-age classroom. As an example, the classroom teacher may tailor curriculum standards into a thematic teaching approach where if grade 1 focuses on fairy tales and grade 2 focuses on author studies, it is quite possible for the author study to be developed utilizing several different books of various levels including fairy tales, tall tales and author studies in the series *Frog and Toad* by Arnold Lobel.

As an added benefit of offering this classroom, a grade 1 student may have the opportunity to loop with a teacher into grade 2 the following year.

ADMISSION AND SELECTION:

To balance all classroom sizes, we would look to select ten students from each grade level. We are interested in placement as opposed to 'open enrollment' or requests. We feel it is important to focus on the needs of the individual students and feel that creating this classroom is similar to the thoughtful process by which all other students are placed every year.


We would be interested in recruiting grade 1 students who understand the symbol/sound relationship and have a strong number sense. This would decrease the amount of developmental differences that may interrupt or impact learning.

With grade 2 students, there is more flexibility. We would pursue a variety of students who may have interest in extending their learning. We would also be interested in students that socialize well, and/or may need re-teaching and review at the second grade level. Finally, we would select students who would benefit from opportunities for leadership.

Respectfully Submitted,

Dana F. Labb, Principal

Karen Tower, Assistant Principal



Acton-Boxborough Regional Schools
Performing Arts Department
 Mark W. Hickey, Director
 ABRHS, 36 Charter Rd., Acton, MA 01720
 (978) 264-4700 X3415, email: mhickey@abschools.org

TO: Dr. Glenn Brand, Superintendent
 FROM: Mark Hickey, Performing Arts Director
 DATE: December 15, 2015
 RE: District and School Accountability Reporting

I am grateful for the opportunity to share this string program proposal for our schools with you. As we have discussed, a string program would be very beneficial to our changing community and move to serve a significant portion of our student body. We could potentially present the program in a few different ways. Here are three possibilities:

- Initialize a full grade 4-12 program.
- Offer a program that starts in the elementary schools and builds through the system (5 years).
- Offer a program that starts in our secondary schools and works back to the elementary schools (3 years).

After having shared these thoughts with our leadership team, it seems that the option to begin the program in the secondary schools and grow it down into the elementary schools in the following years is our best fit. Here are the reasons for this thought:

- I believe we have enough students in grades 7-12 who are presently studying a string instrument to support ensembles at both the junior high and senior high schools.
- It offers a moderate financial plan.
- It would be a fully functioning program, grades 4-12, within three years.

Here is a description of how it could work:

Phase-in Top Down

Year 1: Offer string ensemble instruction for grades 7-12.

- Hire a .4 FTE string teacher. This person will teach two classes per day, one junior high school ensemble (grade 7 or grade 8, alternating days) and one high school ensemble. (Total \$21,600)

Year 2: Add a beginning string program at the elementary schools. One 45-minute lesson for 4th, 5th and 6th grade students. All would be enrolled as beginners.

- Increase the .4 FTE position to .6 FTE to add elementary schools. (Total with benefits \$51,400)
- Contracted services for before school lessons paid for by fees.
- Lessons would be before school, once per week. No change to school day.

Year 3: Grade 4-12 string program is in full operation. (Grade 4 program continues as beginner class before school; grades 5 and 6 continue as advanced group during the school day with band and chorus.)

- All 5th and 6th grade students will choose an ensemble class to meet for one hour, one day per week (band/chorus/strings).
- .6 FTE is increased to 1.0 FTE. (Total with benefits \$73,000)
- Contracted services for before school lessons paid for by fees.

Staffing cost by year:

Year 1: \$21,600 - appropriated budget

Year 2: \$51,400 - appropriated budget

Year 3: \$73,000 - appropriated budget

I feel strongly that this proposal offers our students, schools and community a solution to the growing call for a string program. Within three years we would be providing a string program that would flourish and support our students in a very positive way.

Thank You,

Mark Hickey

Acton-Boxborough Strings Program Petition

I am signing this petition as an individual who hopes to see a string program start in the Acton-Boxborough Public Schools. I am aware that all other towns that are competitive with Acton-Boxborough in size and quality (Lexington, Westford, Lincoln-Subdury, Concord-Carlisle, Wayland, Wellesley, Weston, Newton, Needham...) boast strong string programs, in addition to strong band and choral programs. It is a disservice to the students in Acton-Boxborough Public Schools to not have string education available to them in school. Currently students who play violin, viola, cello and string bass in our towns must seek private instruction and a private orchestra program to play their instruments. Given the size of the Acton-Boxborough School District, a string program would flourish in numbers and strength very quickly. Please consider instituting a string program, beginning in the elementary schools and continuing through Acton-Boxborough High School.

* Required

Electronic Signature *

I play or have a child who plays a string instrument and is currently enrolled in the Acton-Boxborough Public Schools

- Yes, this directly relates to our family currently.
- No, but this is something I advocate strongly for and/or hope to benefit from in the future

Email Address

Optional

Never submit passwords through Google Forms.

*★ 150 names of students
and adults signed
12/16/15*

Office of the Superintendent
Acton-Boxborough Regional School District
16 Charter Road
Acton, MA 01720
www.abschools.org

To: Acton-Boxborough Regional School Committee Members
From: Glenn A. Brand
Date: December 10, 2015
Re: Existing Conditions Study Proposal

As you know, a year ago during the FY16 budgetary discussions a decision was made to split the total existing conditions and education space study proposed at approximately \$200,000 into two phases. This was a budgetary decision and resulted in a reduction of \$100,000 from the then proposed FY16 budget. With this decision, the plan by the administration was that we would then include \$100,000 to support phase two of the study in the FY17 budget request.

As the district prepares to receive the results of this first phase of the study in January, 2016, it is clear to me that with the anticipated magnitude of needs that will be identified in the study, coupled with the growing interest at the town levels in and around capital planning, it is incumbent upon the district to try and accelerate our efforts to have in place a very clear and well articulated path that lays out our various options for the continual efficient, effective operations of our buildings into the future. This clarity is only possible with the completion of the second phase of the study.

In response to the growing views that accelerating the second phase of this study, as opposed to waiting until July 1, would be in our best interests, I have done two things. First, I have contacted Lee Dore from Dore and Whittier and have asked for him to provide an estimate that would allow for the completion of a substantial portion of this second phase between February and June, 2016. Second, I have asked Clare Jeannotte, Director of Finance, to thoroughly examine the current FY16 budget and identify any areas where there might be possible available funds to reallocate. I expect to have a more detailed understanding of what both of these realities look like in the coming weeks.

In turn, I would like to recommend to the Committee that you consider authorizing the administration at your January 14, 2016 meeting to authorize the administration to enter into a contractual agreement with Dore and Whittier to begin phase two of the study beginning in February 2016, pending clarity around the exact cost breakdown and where we would propose securing a reallocation of funds.



Acton-Boxborough Regional School District

16 Charter Road Acton, MA 01720

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

www.abschools.org

10.1

JD Head

Director of Facilities and Transportation

TO: Glenn Brand, Superintendent of Schools
FROM: JD Head, Director of Facilities and Transportation
DATE: 12/11/15
RE: **Finalizing Solar Net Metering Agreement**

The purpose of this memo is to give the Acton-Boxborough Regional School Committee an update on the solar net metering opportunity presented to the Committee at the November 19th meeting.

As a reminder, if the Committee votes positively to allow the District to enter into the net metering agreement with Omni Navitas Holdings, LLC we will conservatively generate approximately \$200,000 in revenue year 1 and approximately \$4,000,000 total over the 20 year term of the agreement. As you recall, we presented two project scenarios. One scenario had higher risk and potentially higher financial reward and the other scenario presented virtually zero risk to the District and less financial reward in year one but comparable financial reward over the 20-year term. To be clear, our Department is recommending that the committee authorize the District to enter into the low risk scenario that we expect would generate the financial totals mentioned above.

The District's legal team has fully vetted the agreement and is comfortable with that document as it relates to Massachusetts General Law. Additionally, legal has reviewed the regional agreement between the District and the Towns of Boxborough and Acton and any necessary changes relevant to the regional agreements have also been incorporated into the net metering agreement. At this point the District and the developer are in complete agreement and a sample of the agreement is attached with this memo.

At this point the Facilities Department is requesting the Committee to vote to authorize the District to enter into a 20-year solar net metering agreement with Omni Navitas Holdings, LLC. A positive vote from the Committee would result in the District receiving the financial benefits mentioned above in the Fall of 2016. I look forward to the opportunity to discuss this with the Committee on 12/17/2015.

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.

NET METERING CREDIT SALES AGREEMENT

**100 Discovery Way
Acton, MA
Nameplate: .5744 MW DC
Annual Expected Production: 689,280 kWh**

This Net Metering Credit Sales Agreement (“Agreement”) is entered into as of November 20, 2015 (“Effective Date”) between Omni Navitas Holdings, LLC as seller (“Seller”), and the Acton-Boxborough Regional School District, a Massachusetts regional school district, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720, as buyer (“Buyer”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar (PV) electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain the Solar Energy Facility to be located on a site located in Acton, Massachusetts;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, a portion of the Net Metering Credits generated by the Solar Energy Facility during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement; and

WHEREAS, Buyer shall serve as the Host Customer in order to obtain the Net Metering Credits generated by the Solar Energy Facility.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

1. DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“*Accounts*” means a Person’s accounts with the LEDC.

“*Actual Facility Output*” has the meaning set forth in Section 9.6.

“Applicable Legal Requirements” means any law, act, rule, regulation, requirement, standard, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, and all licenses, permits, and other governmental consents, which are applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, maintenance and ownership of the Solar Energy Facility, as well as the selling and purchasing of Net Metering Credits therefrom.

“Average Actual Facility Output” has the meaning set forth in Section 9.6.

“Average Minimum Output” has the meaning set forth in Section 9.6

“Billing Cycle” has the meaning set forth in Section 5.1.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Buyer Environmental Attributes” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is expressly and solely allocated to Buyer pursuant to the applicable statute, regulation, program or rule, to which Buyer, as a municipal entity, is entitled or eligible under the applicable statute, regulation, program or rule.

“Buyer’s Percentage” has the meaning set forth in Section 4.1.

“Commercial Operations” means that (i) the Solar Energy Facility has been constructed and installed to Seller’s satisfaction in accordance with Applicable Legal Requirements, and is ready and able to produce and deliver Energy at full or substantially full capacity, (ii) the LEDC has completed the tests required to be performed under the Tariff, the LEDC’s Standards for Interconnecting Distributed Generation and the Interconnection Agreements, (iii) if required under the Tariff, the LEDC’s Standards for Interconnecting Distributed Generation and the Interconnection Agreements, the LEDC has otherwise authorized and approved the interconnection of the Solar Energy Facility to the LEDC Solar Energy Facility, and (iv) the Solar Energy Facility is eligible to receive Net Metering Credits pursuant to the Tariff.

“Contract Year” means each 365-day period commencing on the Credit Start Date and each anniversary thereof.

“Credit Start Date” means the first date on which the Solar Energy Facility achieves Commercial Operations and generates Net Metering Credits, and such credits have begun to be allocated and credited to Buyer by the LEDC and are being reflected in invoices received by Buyer from the LEDC.

“Effective Date” has the meaning set forth in the preamble of this Agreement (above).

“Electricity” means the verifiable amount of electricity generated by the Solar Energy Facility that is not used by the Solar Energy Facility, as metered in whole kilowatt hours.

“Energy” means the amount of electricity either used or generated over a period of time, expressed in terms of a kilowatt hour (“kWh”) or a megawatt hour (“MWh”).

“Environmental Attributes” shall mean all attributes of the Solar Energy Facility other than the Net Metering Credits, which shall include, without limitation, each of the following financial rebates and incentives created under state, local or federal law that are in effect as of the Effective Date or may come into effect in the future: (i) all certificates (including tradable renewable certificates), green-e tags, or other transferable indicia denoting carbon offset credits or indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility, including, without limitation, solar renewable energy credits (SRECs) qualified under the Massachusetts Department of Energy Resources (DOER); other state, regional, or federal renewable energy credits (RECs) however so named or referred to (including, but not limited to Renewable Portfolio Standard (RPS) Class I REC’s); (ii) incentive tax credits or other tax benefits, and accelerated depreciation; (iii) all allowances, carbon credits or other attributes with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of energy generated by the Solar Energy Solar Energy Facility; and (ii) all reporting rights with respect to such allowances. Excluded from “Environmental Attributes” are Buyer Environmental Attributes.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, acts of God; high winds, hurricanes or tornados (but not the lack of sunlight); fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided any such act, failure to act, or order is not due, in whole or in part, to some fault of the party claiming Force Majeure; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any act, failure to act, or order of a Governmental Authority, where it was reasonably within such Party’s power to prevent such act, failure to act, or order of a Governmental Authority; provided, however, that the lawful acts, orders, rulings, decisions, etc. of a committee, board, official, commission or other governmental unit of the Buyer-municipality made in the good faith exercise of legislative, regulatory or judicial functions, shall not be deemed an “act, failure to act or order” with the Buyer’s “power to prevent” for the purpose of Force Majeure. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

“Governmental Authority” means (i) any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, and (ii) any transmission or distribution entity providing

net metering, distribution or transmission services to the Solar Energy Facility, including the LEDC.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, real property, personal property, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges).

“Interconnection Agreement” means the interconnection service agreements required for interconnection of the Solar Energy Facility with the LEDC.

“Interest Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus one (1%) and (b) the maximum rate allowed by Applicable Legal Requirements. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty five (365) days and the actual number of days for which such interest is due.

“Host Customer” means the Buyer.

“Lender” means any individual or entity (a) providing direct or indirect senior or subordinated construction, interim or long-term debt or equity financing or refinancing to Seller (or to any permitted assignee of all or any portion of this Agreement, or to any affiliates of Seller) for or in connection with the development, construction, purchase, installation or operation of the Solar Energy Facility, whether that financing or refinancing takes the form of private debt, public debt or any other form (including debt financing or refinancing), including any equity and tax investor directly or indirectly providing financing or refinancing for the Solar Energy Facility or purchasing equity ownership interests of Seller (or of any permitted assignee of all or any portion of this Agreement, or to any affiliates of Seller), or (b) participating directly or indirectly in a lease financing, including any sale leaseback or leveraged leasing structure, with respect to the Solar Energy Facility. The term “Lender” shall not include common trade creditors of Seller. The Seller shall designate a single Designated Representative for purposes of default notices pursuant to Section 11.2.2.1. The Buyer shall be notified of the Designated Representative. Seller shall notify Buyer in writing of the name, address, and telephone number of the Designated Representative.

“LEDC” means the local electric distribution company that allocates Net Metering Credits generated by the Solar Energy Facility.

“Minimum Output Requirement” means for any Contract Year seventy-five percent (75%) of the applicable Expected Annual Production for such Contract Year.

“Maximum Share” means for any year during the Term of this Agreement the amount of Electricity set forth in the Maximum Share column in Exhibit C.

“Net Metering Credits” means the monetary value of the excess electricity generated by a Solar Net Metering Facility, as defined in accordance with 220 CMR 18.02, and calculated in accordance with 220 CMR 18.04 and Section 1.06 of the Tariff.

“Net Metering” means the process of measuring the difference between electricity delivered by a local electric distribution company to a net metering facility and electricity generated by the same net metering facility and fed back to the local electric distribution company, as set forth under M.G.L. c. 164, §§138 – 140 and 220 C.M.R. §18.00, as may be amended from time to time.

“Net Metering Program Cancellation” means any passage, enactment, modification, revision, repeal, addendum, interpretation or other change in any Applicable Legal Requirement that results in (a) the inability of the Solar Energy Solar Energy Facility to generate Net Metering Credits that can be credited to Buyer, or (b) the ineligibility of Buyer to receive, use or allocate, Net Metering Credits to its Allocation Accounts.

“Person” means an individual, general or limited partnership, corporation, Municipal Corporation, business trust, Joint Stock Company, trust, unincorporated association, joint venture, Governmental Authority, Limited Liability Company, or any other entity of whatever nature.

“Qualifying Cap Allocation” means (i) written assurance from the Massachusetts System of Assurance of Net Metering that Buyer, as Host Customer of the Facility, will receive Net Metering Services (as defined in the Net Metering Rules) within the Public Cap (as defined in the Net Metering Rules) upon the LEDC’s issuance of a notice of authorization to interconnect the Facility and (ii) such assurance does not entail a calculation of Net Metering Credit value in a manner other than what would be applicable to the Facility if it had such an assurance as of the Effective Date (*i.e.*, pursuant to the current version of 220 CMR 18.04(1), a Net Metering Credit calculation comprised of the default service kilowatt-hour charge, transmission kilowatt-hour charge, transition kilowatt-hour charge and distribution kilowatt-hour charge).

“Renewable Energy Incentives” shall mean: (a) federal, state, or local tax credits or other tax benefits (such as accelerated depreciation) associated with the construction, ownership, or production of electricity from a Solar Energy Facility or any governmental payments made in lieu of such tax benefit (such as the ITC grant paid or payable in lieu of the federal investment tax credit arising under Sections 38, 46, and 48 of the Internal Revenue Code of 1986), (b) any federal, state or local grants, rebates, subsidized financing or any other subsidy relating to the renewable energy property of a Solar Energy Facility or the output thereof, and (c) any other form of incentive that is not an Environmental Attribute that is available with respect to a Solar Energy Facility. Renewable Energy Incentives shall not include the Net Metering Credits allocated to Buyer under this Agreement.

“Solar Energy Facility” means the solar (PV) power electrical generation facility planned to be constructed, owned, operated and maintained by Seller, with specifications for an estimated aggregate nameplate capacity of approximately .5744 MW (DC), together with all appurtenant facilities required to interconnect the Solar Energy Facility to the grid, all to be located in Acton, Massachusetts.

“Solar Net Metering Facility” shall have the meaning set forth in 220 C.M.R. § 18.02 and Section 1.01 of the Tariff.

“Tariff” means the applicable tariffs of the local electric distribution company for interconnection for distributed generation and net metering services, as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

2. **TERM; EARLY TERMINATION**

2.1. Term. The term of this Agreement (the **“Term”**) shall commence on the Effective Date, and shall end at the earlier of (a) 11:59 PM on the day preceding the twentieth (20th) anniversary of the date on which Commercial Operations is achieved, (b) 11:59 PM on the day preceding the twenty-second (22nd) anniversary of the Effective Date, or (c) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. Notwithstanding any provision contained herein to the contrary, and without limiting any other right or remedy available at law, in equity or otherwise, this Agreement may be terminated prior to the expiration of the Term (the **“Early Termination Date”**):

2.2.1 by either Party in accordance with Section (12.12);

2.2.2 by either Party, upon thirty (30) days’ notice to the other Party, in the event that a Qualifying Cap Allocation for the Facility has not been received on or before June 2016;

2.2.3 by either Party in the event Credit Start Date is not on or before January 31, 2017; or

2.2.4 as otherwise permitted by this Agreement or Applicable Legal Requirements.

Upon the early termination of this Agreement in accordance with this section 2, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

3. **SOLAR ENERGY FACILITY OWNERSHIP AND OPERATION**

3.1. Title. As between Buyer and Seller, Seller shall have sole title to the Solar Energy Facility and the Energy generated by the Solar Energy Facility, along with any Environmental Attributes, generation capacity attributes and related credits (excluding Net Metering Credits allocated to Buyer under this Agreement), and Renewable Energy Incentives generated or associated with the Solar Energy Facility, or the Energy generated by the Solar Energy Facility.

3.2. Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall notify Buyer in writing in accordance with Section 12.1 within ten (10) Business Days after the Solar Energy Facility has achieved Commercial Operations.

4. **PROCUREMENT AND ALLOCATION OF UTILITY CREDITS**

4.1. Net Metering Credits. Buyer will be the customer of record with respect to the LEDC utility meter serving the Solar Energy Facility and will be the Host Customer of the Solar Energy Facility for purpose of the Net Metering. Buyer, as Host Customer for the Solar Energy Facility, will complete and submit on a timely basis to the LEDC a Schedule Z for the Solar Energy Facility consistent with the identification of accounts as set forth on Exhibit A (the "Schedule Z"). The Schedule Z will allocate Net Metering Credits as follows: (1) Buyer will be allocated 100% of the Net Metering Credits generated by the Solar Energy Facility on a billing-cycle basis (the "Buyer Percentage").

4.2. Indemnification of Host Customer. Seller shall indemnify Buyer from any and all costs and expenses incurred by Buyer, or imposed upon Buyer by the LEDC, arising out of the activities undertaken by Seller in connection with this Agreement or the Solar Energy Facility, including without limitation any demand charges or other charges, any charges and costs for any electricity consumed by the Solar Energy Facility, and any liability arising in relation to the Balance Percentage.

5. **PURCHASE AND SALE OF NET METERING CREDITS**

5.1. Sale and Purchase of Net Metering Credits. Commencing on the Credit Start Date and ending on the last day of the Term, Buyer agrees to accept and pay Seller for the Buyer Percentage of the Net Metering Credits generated by the Solar Energy Facility, as measured on a billing cycle basis (as such billing cycle is established by the LEDC) (the "**Billing Cycle**") provided, however, that Buyer shall not be required in any year to purchase more than the Maximum Share.

5.2. Price. For each monthly LEDC billing cycle, the purchase price of Net Metering Credits shall be, on a per kWh basis, an amount equal to 75 percent (75%) of the dollar value of such Net Metering Credits for that billing cycle. In the event that the Purchase Price, calculated as set forth above, is less than \$.08/kWh, Purchaser shall nonetheless pay a minimum price of \$.08/kWh.

5.3. Title and Risk of Loss of Net Metering Credits. As between Seller and Buyer, title to and risk of loss of the Net Metering Credits will pass from Seller to Buyer upon allocation of the Net Metering Credits to Buyer's customer account(s) by the LEDC, as reflected on the invoices received by Buyer from the LEDC.

5.4. Governmental Charges. Seller is responsible for any and all Governmental Charges attributable to the Solar Energy Facility, and is responsible for any and all Governmental Charges attributable to the allocation and sale of Net Metering Credits to Buyer.

5.5. Energy and Environmental Attributes. The Agreement shall not include the sale, assignment or other transfer to Buyer by Seller of any right, title or interest in any Energy, or any Environmental Attributes, generation capacity credits, or environmental attributes, value or credits of any kind or nature (excluding Net Metering Credits allocated to Buyer under this Agreement), earned by or attributable to (A) the Solar Energy Facility or (B) the Energy, including, without limitation, those resulting from or associated with the Federal Clean Air Act (including, but not limited to, Title IV of the Clean Air Act Amendments of 1990), renewable energy certificates, solar renewable energy certificates (or in either case any associated GIS Certificates), or any other state or federal acts, laws or regulations that provide offsets, allowances, or credits related to energy or emissions.

6. PAYMENT

6.1. Payment. Subject to Applicable Legal Requirements, Buyer shall provide Seller access to Buyer's Accounts solely for purposes of verifying the amount of Net Metering Credits that are allocated to Buyer's Accounts. Buyer shall also provide Seller, upon request therefore, with any other information reasonably necessary to permit Seller to verify the amount of Net Metering Credits allocated to the Buyer's Accounts. Seller shall use all information to which it is provided access under this Section solely for the purposes stated in this Section and for no other purposes. Seller shall invoice Buyer on a monthly basis for the total Price due and payable to Seller during the Billing Cycle for Net Metering Credits allocated and credited to Buyer's Accounts for the month, and Buyer shall make payment within forty-five (45) days of its receipt of an invoice from Seller. Buyer shall make its payment by check or wire transfer (or other mutually agreeable method) in immediately available funds to the account designated by Seller on Exhibit B attached hereto, which may be updated by Seller by written notice to Buyer from time to time. Any undisputed payment not made by Buyer to Seller within such 45-day period shall bear interest from the forty-sixth day through but excluding the date such payment is actually received by Seller. Such interest shall accrue at an annual rate equal to the Interest Rate.

6.2. Accounts Management. Buyer shall provide Seller with at least forty-five (45) days prior notice of Buyer's intention to close any of the Accounts to which Net Metering Credits are being allocated, and concurrently with such notice Buyer shall designate one or more replacement accounts to which such Net Metering Credits should be allocated on a going forward basis.

6.3. Records and Audits. Each Party shall keep, for a period of not less than three (3) years after the expiration or termination of this Agreement, records created or received relating to this Agreement sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments, and Energy produced by the Solar Energy Facility under this Agreement. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine/audit the other Party's records pertaining to such transactions during the other Party's normal business hours; provided, however, that Seller may require Buyer to examine or audit, and not

copy, proprietary business information at the premises of Seller in Massachusetts, and if no such premises exist in Massachusetts, at a location within fifty (50) miles of Buyer's principal offices to be mutually agreed upon by the Parties. If Seller has reason to dispute the number of Net Metering Credits Buyer received from the LEDC, Buyer shall, at Seller's sole cost, provide reasonable assistance to Seller in support of such dispute. At least ninety (90) days before either Party intends to discard records at the end of the aforesaid three-year period, it shall notify the other Party in writing of its intent so that such Party may, in its discretion, take possession of any or all such records.

6.4. Disputes with the LEDC and Between the Parties.

6.4.1. To the extent that Seller disputes that the amount of Net Metering Credits allocated by the LEDC to Buyer's Accounts in a Billing Cycle does not equal the amount of Net Metering Credits that Seller reasonably believes should have been allocated by the LEDC to Buyer's Accounts during such period, Seller may dispute such allocation with the LEDC, at Seller's sole cost, and upon resolution of such dispute, Buyer agrees to pay to Seller the Price related to any Net Metering Credits allocated to Buyer's Accounts as a result of resolution of such dispute, as reflected in the invoices received by Buyer from the LEDC. Notwithstanding anything to the contrary herein, under no circumstances will Buyer be required to pay Seller for Net Metering Credits that have not been allocated and credited to Buyer's Accounts by the LEDC.

6.4.2. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall promptly notify the other Party in writing of the basis for the dispute and pay the undisputed portion, if any, of such invoice no later than the due date, and withhold the disputed amounts, and the Parties shall resolve such dispute in accordance with the provisions of Section 12.4. Upon resolution of the dispute, any required payment shall be made within thirty (30) Business Days of such resolution. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum. The Parties shall only be entitled to dispute an amount owed or paid within two (2) years from the date of issuance of such invoice, unless the disputing Party neither knew nor had reason to know of the reason(s) for the dispute. Any good faith failure of a Party to provide the written notice required under this Section 5.4(b) shall not operate as a waiver or release of such Party's right to dispute any amounts owed or paid under this Agreement.

7. OBLIGATIONS OF THE PARTIES

7.1. Net Metering.

7.1.1 Each Party's obligations under this Agreement are subject to the Solar Energy Facility qualifying for Net Metering as a Solar Net Metering Facility of a Governmental Entity, subject to the provisions of M.G.L. c. 164, §§138 – 140 and 220 C.M.R. §18.00 and the Tariff. Subject to the provisions of this Agreement, Seller shall take all

reasonable measures with respect to which it has legal capacity to facilitate and expedite the approvals necessary for the Solar Energy Facility to be eligible for and participate in Net Metering, and Buyer shall reasonably cooperate with Seller in connection therewith.

7.2. Seller's Obligations.

7.2.1. Seller shall maintain accurate operating, maintenance and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority, and all records necessary to allow Buyer to verify the Energy produced by the Solar Energy Facility, the Net Metering Credits allocated to Buyer under this Agreement, and any and all amounts paid, or requested by Seller to be paid, by Buyer to Seller under this Agreement, subject to the right of Seller in Section 5.3 to request Buyer to review proprietary information at Seller's premises in Massachusetts.

7.2.2. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements. Seller shall operate and maintain the Solar Energy Facility in accordance with Applicable Legal Requirements and prudent industry practices, and shall use commercially reasonable efforts to operate the Solar Energy Facility in a manner such it will maintain Commercial Operations continuously throughout the term of this Agreement, subject to Force Majeure, outages required for planned and unplanned maintenance, and any action by a Government Authority or the LEDC.

7.2.3. Buyer's Obligations. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements. Among other things, Buyer shall take no action to modify, cancel or impair the Schedule Z without the prior written approval of Seller. Buyer acknowledges and agrees that its obligation to perform under this Agreement is not conditioned upon the financial solvency of the LEDC, nor shall the financial condition of the LEDC be a basis for Buyer to terminate this Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows.

8.2. The Party is duly organized, validly existing, and in good standing under the laws of the state of its formation.

8.3. The Party has full legal capacity to enter into and perform this Agreement. The Parties acknowledge and recognize that Buyer is a governmental entity and its authority and ability to make payments for each year of this Agreement is subject to an appropriation of sufficient funds by the legislative bodies of the Buyer's member towns. Buyer shall seek an appropriation of sufficient funds for each year of the Term of this Agreement, but in accordance with MGL c. 44, section 31, Buyer's obligation to make payments is

subject to obtaining the necessary appropriation. Buyer shall inform Seller if Buyer becomes aware of any likelihood that sufficient funds for this Agreement will not or have not been appropriated for any year of the Term.

- 8.4. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party
- 8.5. OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES AND GUARANTIES ARE EXPRESSLY DISCLAIMED BY EACH PARTY AND WAIVED BY THE OTHER PARTY.

9. TERMINATION/DEFAULT/REMEDIES

9.1. Events of Default. The following shall each constitute an Event of Default by a Party.

- 9.1.1. The Party fails to make any material payment due under this Agreement within five (5) business days following written notice thereof to the Party responsible for such payment unless the due but unpaid payment is being contested in good faith and the amount, if any, of such payment that is not contested has been timely paid.
- 9.1.2. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same; provided further, that if such breach cannot, due to its nature and despite diligent efforts, be cured within 90 days, the non-defaulting Party may terminate this Agreement under this Article 8.
- 9.1.3. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within forty-five (45) Business Days thereafter; (v)

commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

9.1.4. Either Party assigns this Agreement in whole or in part in violation of Section 11.1.

9.1.5. A representation or warranty made by either Party in Article VII is discovered to have been materially false or misleading.

9.2. Force Majeure. If by reason of Force Majeure either Party is unable to carry out, either in whole or in part, any of its obligations contained herein, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party promptly gives the other Party hereto written notice describing the particulars of the Force Majeure and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding anything to the contrary in this Agreement, If a Force Majeure event continues for a period of 180 consecutive days or more, either Party may terminate this Agreement by written notice to the other party, such termination effective upon delivery of such notice to the other party. Upon termination of this Agreement by either Party pursuant to this Section 9.2, (i) neither Party shall have any obligation or financial liability to the other Party as a result of such termination, and (ii) Seller shall be permitted to sell, free and clear of any claim by Buyer, any Net Metering Credits contemplated under this Agreement to any third party.

9.3. Termination for Default.

9.3.1. Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement by providing written notice to the defaulting party. Such termination shall be effective as of the date of delivery of such notice to the defaulting party.

9.3.2. If this Agreement is terminated as a result of an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Metering Credits from Seller; provided, however, that Buyer shall continue to pay Seller for any Net Metering Credits that have or may continue to be allocated to Buyer by the LEDC until the LEDC revises the allocation designation pursuant to the provisions of the applicable Tariff. Buyer shall make the proper notification to the LEDC promptly (but in no event more than fourteen (14) days following termination) to cease the allocation of Net Metering Credits to Buyer, including the filing of a Schedule Z with the LEDC within such fourteen (14) day period.

9.4. Reservation of Rights.

9.4.1. Subject to the limitations set forth in this Agreement, upon an Event of Default, Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement.

9.5. Buyer Cooperation Upon Termination. In connection with the expiration or any termination of this Agreement, Buyer shall provide all necessary cooperation with Seller in relation to the transfer of the utility meter serving the Solar Facility to a Host Customer designated by Seller, including without limitation the required modification of the extant Schedule Z or submission of a superseding Schedule Z, as determined by Seller.

9.6. Minimum Annual Production. The expected annual production of the Facility for each Contract Year ("Expected Annual Production") is set forth in the attached Exhibit B. Buyer acknowledges and understands that solar power is an intermittent resource and that the output of the Facility, which is dependent on the sun and other factors, will constantly vary and that no particular amount of output from the Facility is guaranteed in amount or time of delivery except as that provided for in this Agreement (including Exhibit C). If, as of any anniversary of the Commercial Operation Date beginning on the third anniversary of such date, the average annual output of Electricity ("Actual Facility Output") for the prior three (3) Contract Years (the "Average Actual Facility Output") does not equal or exceed the average of the Minimum Output Requirements for such three (3) Contract Years (the "Average Minimum Output"), in its next Invoice issued to Buyer, Seller shall credit Buyer an amount equal to the product of (a) the positive difference, if any, of the average value of a Net Metering Credit during the immediately prior three (3) Contract Years minus the applicable Purchase Price hereunder, multiplied by (b) the difference between the Average Minimum Output for such three (3) Contract Year period and the Average Actual Facility Output for such period (the "Credit Amount"). Seller's failure to provide any Credit Amount due hereunder in accordance with this Section shall be a material breach of this Agreement. Notwithstanding the foregoing, for purposes of calculating compliance with the

Minimum Output Requirement, the applicable Expected Annual Production for any Contract Year shall be reduced to the extent that (and to the extent of), through no fault of Seller, the Actual Facility Output for such Contract Year has been reduced due to (A) a Force Majeure Event, (B) general utility outage or any failure of any electrical grid, or (C) acts or omissions of Buyer or the LEDC.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM A BREACH OF THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

10.2. Waivers.

10.2.1. No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Seller or Buyer to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of Seller or Buyer to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Seller or Buyer herein specified or any other right or remedy that Seller or Buyer may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

10.3. Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the provisions of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

11. ASSIGNMENT

11.1. Prior Written Consent.

11.1.1. Except as set forth in Section 11.2, neither Party shall assign or in any manner transfer its rights or obligations under this Agreement, or any part thereof, without

the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld or delayed, except that the following Seller assignments are permitted under this Agreement without the need to obtain the prior written consent of Buyer, but pursuant to advance written notice to Buyer, in connection therewith: (i) any assignment or transfer of this Agreement (or any rights or obligations hereunder) by Seller to a parent or subsidiary of Seller or to a Person that purchases or will own (directly or indirectly) after such assignment the Solar Energy Facility; and (ii) as provided in Section 11.2 below.

11.1.2. As a condition of any assignment (other than an assignment permitted pursuant to Section 11.1.1 (i) or Section 11.2), the assignor and proposed assignee shall represent and warrant to the non-assigning Party in a signed writing that the assignee is capable of performing, and will perform, all of the obligations required of the assigning Party under this Agreement and that the assignee possesses the creditworthiness and experience necessary to operate and maintain the Solar Energy Facility.

11.1.3. Upon any assignment pursuant to Section 11.1.1 (i) or Section 11.2 herein, the assignee shall confirm in writing to the non-assigning Party that such assignee is bound by this Agreement and is subject to all of the obligations required of the assigning Party, and any subsequent assignment of this Agreement by such assignee (other than an assignment permitted pursuant to Section 11.1.1 (i)) or Section 11.2 shall be subject to the provisions of Section 11.1.2.

11.2. Lender Accommodations.

11.2.1. Limited Grant to Lender. Seller, without the approval of Buyer, may grant an interest in its rights and obligations under this Agreement to any Lender. Promptly after granting such interest, Seller shall notify Buyer in writing of the name, address, and telephone number of each and every Lender to which Seller's interest under this Agreement has been assigned.

11.2.2. If Seller encumbers its interest under this Agreement as permitted by this Section 11.2, the following provisions shall apply:

11.2.2.1. Buyer shall provide the Designated Representative with all default notices issued to Seller pursuant to this Agreement, and any Lender shall have the right, but not the obligation, to perform any act required to be performed by Seller under this Agreement to prevent or cure a default by Seller in accordance with Article 9, and Buyer shall accept a cure performed by any Lender provided the same is performed in accordance with the terms of this Agreement and such additional cure period as the Lender may reasonably request.

11.2.2.2. Buyer agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Seller or shall have any obligation or liability to Buyer with respect

to this Agreement except to the extent such liabilities arise after this Agreement has been assigned to the Lender, or any Lender has otherwise assumed obligations of Seller hereunder; *provided that* Buyer shall nevertheless be entitled to exercise all of its rights hereunder If that Seller or Lender fails to perform Seller's obligations under this Agreement.

11.2.2.3. Upon the receipt of a written request from Seller, Buyer shall execute or arrange for the delivery of such documents as may be reasonably requested by Seller to consummate any financing or refinancing, and which may provide that Buyer and Seller recognize the right of such Lender to assume the rights and obligations of Seller under this Agreement upon foreclosure of Lender's security interest; provided, however, that this provision shall not require Buyer to execute any documents or instruments which are contrary to Applicable Legal Requirements or which may increase Buyer's risk under the Agreement.

11.3 Any assignment or transfer not expressly permitted herein or without advance written consent will be null and void ab initio.

12. MISCELLANEOUS

12.1. Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon delivery, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or by any other commercially acceptable methods agreed to in writing, in advance, by the Parties.

The communications shall be sent to the following addresses:

If to Seller: Omni Navitas Holdings, LLC
75 Central Street, 3rd floor
Boston, MA 02109
Attention: James McAuliffe

If to Buyer: _____
[]
[]
Att: []

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2. Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be

deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired. The Parties understand and agree that it is an essential purpose of this Agreement that Seller be eligible to allocate Net Metering Credits to Buyer's Accounts, and that Buyer be eligible to receive, use and compensate Seller for such allocated Net Metering Credits, all as set forth herein.

12.3. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

12.4. Dispute Resolution. The Parties shall use reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement.

12.4.1. Any dispute that arises under or with respect to this Agreement that cannot be resolved informally shall in the first instance be the subject of formal negotiations between respective executive officers, or his/her designee, of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be thirty (30) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

12.4.2. If the Parties cannot timely resolve a dispute by pursuant to Section 12.4.1, either Party may bring a suit seeking authorized relief in any federal or state court in Massachusetts.

12.4.3. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to the dispute resolution process set forth in this Section to prevent irreparable harm that would be caused by a breach of this Agreement.

12.5. Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.6. No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

12.7. Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest.

This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

12.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.9. Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents, reasonably requested by the other and consistent with the terms of the Agreement for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. The Party making a request under this Section shall pay all reasonable costs and expenses incurred by the other Party in complying with any such request. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section. If this Agreement is terminated for any reason, Buyer agrees to execute whatever documents may be required by the LEDC to cease its receipt of Net Metering Credits from Seller. No Party shall be required to execute, acknowledge and deliver any document that such Party reasonably believes is contrary to Applicable Legal Requirements.

12.10. Survival. The provisions of Sections 3.1(Title), 5.5 (Energy and Environmental Attributes), 6.3 (Records and Audits), 6.4 (Dispute), 7.2 (Seller's Obligations), 8 (Warranty Survival), 9 (Termination), 10 (Limitation of Liability), and Section 12 (Miscellaneous), shall survive the expiration or earlier termination of this Agreement.

12.11. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Notwithstanding anything to the contrary in this Agreement, there are no third party beneficiaries to this Agreement.

12.12. Notice of Regulatory Change; Good Faith Negotiations. In the event of a Net Metering Program Cancellation, then, upon a Party's receipt of notice of same from the other Party (the "Notice of Regulatory Change"), the Parties shall promptly and in good faith negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and risks originally intended by the Parties. Without limiting the foregoing, such amendments may include an amendment and restatement of this Agreement in the form of a power purchase agreement. In the event that such negotiations do not result in an executed amendment or restatement within thirty (30) days following the date of the Notice of Regulatory Change, either Party may terminate this Agreement without penalty. In the event of termination under this section Buyer's obligation shall be limited to payment for Net metering Credits credited to Buyer's Schedule Z accounts prior to the termination date.

12.13 Certification Required per MGL c. 62C, §49A. By entering this Agreement, the duly authorized representative of Seller certifies, under penalties of perjury that Seller has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

ACTON-BOXBOROUGH REGIONAL SCHOOL
DISTRICT

By: _____
Title:

SELLER

Omni Navitas Holdings, LLC

By: _____
Eugene McAuliffe, Its Duly Authorized Manager

List of Exhibits to Agreement

Exhibit A –Designation of Customer Accounts

Exhibit B—Annual Production

EXHIBIT A

DESIGNATION OF CUSTOMER ACCOUNTS

[To be provided prior to the date of Commercial Operations]

Exhibit C: Annual Expected and Guaranteed Production

Annual Expected Production: 689,280 kilowatt hours

Annual Guaranteed Production (Minimum Output Requirement): 516,960 kilowatt hours



Acton-Boxborough Regional School District

16 Charter Road Acton, MA 01720

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

www.abschools.org

10.2

JD Head

Director of Facilities and Transportation

TO: Glenn Brand, Superintendent of Schools
FROM: JD Head, Director of Facilities and Transportation
DATE: 11/17/15
RE: **Opportunity for Solar Net Metering Revenue**

The purpose of this memo is to give the Acton-Boxborough Regional School Committee a first look at an opportunity to generate revenue by way of a solar net metering agreement. Please see the attached memo from Beth Greenblatt of Beacon Integrated Solutions, a consultant who has been working in conjunction with my Department on this project.

Because the Greenblatt memo is full of specific technical data, I am writing this memo to offer some background information related to why we are bringing this project to the School Committee now. As a District we have enjoyed a very favorable electricity contract negotiated by the facilities department from 12/1/2012 thru 12/1/2015. The electricity supply pricing under the current agreement is set at .06165 cents per kilowatt-hour. Our new contract starting 12/1/2015 and going thru 12/1/2016 raises that supply price to .07922 cents per kilowatt-hour. What this means for the District is that, based on last year's consumption, our electrical utility cost will increase by approximately \$160,000 over the next 12 months. The facilities department has been preparing for this increase in the budget process, by reducing consumption (down 29% since 2009), and by looking for creative clean energy opportunities. This net metering proposal would fall into the opportunities category. If our District decides to entertain an agreement like the one before us now, we will have the opportunity to generate approximately \$200,000 in revenue year 1 and approximately \$4,000,000 total over the 20 year term of the agreement. Our hope is that this opportunity will help offset the rising electrical rate prices that are hitting, and will continue to hit, the District.

Our goal is that by bringing this information to the School Committee this week, the Committee would be willing to vote to enter into an agreement at the 12/3/15 meeting. I look forward to the opportunity to discuss this with the Committee on 11/19/15.

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.



P.O. Box 320325
Boston, MA 02132
Voice: 617•469•2172
eFax: 617•419•1163

Memo

To: John David Head and Kate Crosby
From: Beth Greenblatt
Date: November 12, 2015
Re: Review and Analysis of Omni-Navitas Holdings LLC Proposal for the Sale of Net Metering Credits

The Acton-Boxborough Regional School District ("ABRSD") engaged Beacon Integrated Solutions ("Beacon") under an Owner's Agent Technical Services Support grant for the provision of solar photovoltaic systems and the purchase of net metering credits.

As a firm that represents many municipalities and regional school districts, Beacon is regularly approached by solar energy developers with offers to sell net metering credits from solar energy projects. As ABRSD is aware, solar energy projects that are built in remote locations provide solar generated electricity to local utilities for the benefit of contracted entities. The local utility monetizes the generation based on the net metering tariff and applies a financial credit on utility bills of the contracted entity. This is called virtual net metering.

Background:

Beacon supported the ABRSD in issuing a competitive procurement for virtual net metering credits under M.G.L. c. 30B. At the time of the procurement there were few project opportunities available behind Eversource Energy's distribution system in the northeast load zone. As a result, ABRSD received only one qualified proposal. After conducting due diligence on the proposal, it was determined that the offer was less economic than desired.

Subsequently, ABRSD considered the potential of siting solar photovoltaic systems on property owned by ABRSD, specifically rooftops and parking lots. Beacon prepared a competitive procurement for the design, construction, finance, ownership and operations of solar photovoltaic systems for rooftop and canopy installations. The Request for Proposals, to be issued under M.G.L. c. 25A, has not yet been released.

Since issuing the original Request for Proposals for net metering credits, the solar photovoltaic market in Eversource Energy's service territory in the northeast load zone has enjoyed significant growth. In addition, SunEdison, a private firm selected through an aggregation procurement conducted by PowerOptions, has recently approached ABRSD to develop, construct, own and operate solar photovoltaic systems on ABRSD-owned property. This memo specifically addresses the merits and opportunities for offer brought to Beacon for the benefit of ABRSD by a qualified solar firm in the process of construction a dozen projects in the Eversource Energy northeast load zone. Beacon was also asked to review the SunEdison proposal and opine as to its economic merits.

1. SunEdison Project:

It is Beacon's understanding that SunEdison is able to offer public entities full scope development, construction and ownership solutions for solar photovoltaic systems under an arrangement with PowerOptions. Under M.G.L. c. 164 § 137, PowerOptions was able to conduct a competitive procurement for solar photovoltaic installations for its membership. Beacon is not familiar with this statute or any such regulations that govern the statute. While it is assumed that the PowerOptions solar vendor SunEdison is able to simply negotiate a long-term lease/license and net metering purchase agreement, Beacon strongly recommends ABRSD seek counsel guidance.

Notwithstanding the above, Beacon understands that SunEdison has offered to design, install, own and operate several solar photovoltaic system as rooftops and carport installations. SunEdison has offered two price options, a fixed and indexed option. Due to restrictions on available rooftop and parking lot areas, the systems will only be able to accommodate upwards of 600 kilowatts, only a small portion of ABRSD electric capacity requirements. Beacon understands that the economic offer to construct, own and operate several solar photovoltaic systems on the ABRSD campus by SunEdison is attractive. Despite the limitation on size, the systems could provide a greater unit benefit for a smaller number of units than a system not constructed on ABRSD property.

Beacon notes that many of its clients have engaged qualified solar firms to design, construct, own and operate solar photovoltaic systems on school rooftops and parking lots. In addition to the environmental, educational and economic benefits of such systems, Beacon's clients considered the operations and maintenance impacts and potential risks such systems presented. While contractual provisions would allow ABRSD to properly maintain and repair roof and parking surfaces over the twenty (20) year term of the agreement, financial consideration would be required as a liquidated damage for lost revenues if such repairs were completed over a prolonged period. Beacon generally recommends that its clients consider rooftop installations only in circumstances where the roofs are less than ten (10) years old and are in very good condition.

Finally, last winter's heavy snowfall has highlighted additional risk with rooftop installations. Despite the requirement to ensure that there is sufficient additional structural capacity to accommodate solar photovoltaic systems under normal snow load conditions, Beacon's clients are now requiring solar firms to contractually support any roof clearing requirements imposed by local code officials.

Despite the potential risks associated with rooftop and carport systems, on-site installations, particularly located at educational facilities, can provide measureable benefits beyond the financial savings. These systems can be more directly integrated into the educational curriculum and provide long-term learning opportunities.

The balance of this memorandum addresses the virtual net metering proposal offered by Omni-Navitas Holdings LLC.

2. Omni-Navitas Holdings LLC Project:

Several weeks ago, Beacon was approached by a reputable solar developer with an offer for ABRSD to purchase net metering credits from one or more of twelve facilities located in the communities of Acton, Woburn, Natick, Waltham, Framingham, Lexington, Needham and Burlington. Each of these

projects will entail the construction of solar photovoltaic systems on either rooftops or canopy/carports on privately owned commercial property.

Omni-Navitas Holdings LLC is offering to ABRSD both a fixed and indexed offer. The fixed offer for the purchase of net metering credits is \$0.12/kWh with a 2% annual escalator. The indexed offer is a 25% discount off of the then-current net metering credit tariff rate with a floor rate of \$0.08/kWh. While the fixed rate provides increased front-end benefits, the indexed rate virtually eliminates any risk that the payment for net metering credits exceeds the benefits from net metering.

Solar Project Financial Benefits:

A summary of the financial benefits for the solar generation and resulting net metering credits required by ABRSD has been prepared by Beacon and is presented below. Please note that the analysis relies on the assumptions listed below, which are based on actual values, as indicated, as well as conservative projections for net metering benefits. Beacon further provided four financial scenarios, which rely on the following financial assumptions:

- Scenario 1: Fixed price offer escalating at 2% per year and the value of Net Metering credits (i.e., benefits from Eversource Energy) is held constant over twenty (20) years. This is an improbable scenario, and highly conservative.
- Scenario 2: Fixed price offer escalating at 2% per year and the value of Net Metering credits escalates at 1% per year.
- Scenario 3: Indexed price offer escalating at the rate of Net Metering. The value of Net Metering credits is held constant over twenty (20) years. This is an improbable scenario, and highly conservative.
- Scenario 4: Indexed price offer escalating at the rate of Net Metering. The value of Net Metering credits escalates at 1% per year.

In Beacon's analysis, approximately fifty-percent of the Net Metering credit rate represents the Basic Service Charge (energy supply) and the other fifty-percent represent the allowable Delivery Charges. The Eversource Energy Basic Service Charges will adjust every six months. Beacon's analysis relies on an average annual rate as discussed below using conservative values. The following summarizes the assumptions Beacon relied on in our analysis:


Beacon Assumptions:

- Net metering credit rate is calculated based on the current four rate decrements and values under the A-9 Eversource Energy tariff, including Basic Service Charge, Transmission, Transition and Distribution charges. Relying on the current net metering tariff values of the A-9 rate, the analysis uses a total net metering rate of \$0.18442/kWh which is comprised of the average Basic Service Charge for a 12-month period of \$0.09042/kWh plus the net metering allowable Delivery Charges (Transmission, Transition and Distribution) of \$0.094/kWh.

Beacon notes that the Net Metering tariff value used in the analysis provides a conservative assessment of Net Metering. For the Net Metering tariff value, Beacon used a Basic Service Charge of \$0.09042 per kilowatt-hour, which reflects an average value for the period January - December 2014. The Basic Service Charge for an A-9 rate for the January - June 2015 period was \$0.14501 per kilowatt-hour and for the July - December 2015 period is \$0.09868 per kilowatt-hour. The average Basic Service Charge

for calendar year 2015 is \$0.12185 per kilowatt-hour. The Basic Service values used by Beacon in its analysis is therefore highly conservative, but likely reflective of future market conditions. Any increases in Basic Service and/or Delivery charges will result in greater Net Metering benefits to ABRSD since ABRSD's benefits are triggered off of Eversource Energy's charges.

- The escalator for the Net metering tariff value has been set for illustrative purposes at 0% to reflect a **conservative** financial projection of benefits. Beacon conducted a sensitivity to present the potential increased benefits if market/utility energy prices escalate at 1% annually. Note that changing market/utility energy prices has no impact on Omni's pricing.
- ABRSD's electricity costs were calculated using actual delivered cost of electricity for FY 2014.
- To determine the approximate cost for electricity for traditional operational use over the 20-year term, Beacon used the above total cost for 2014 times 20 years. This value was compared against the 20-year benefit from the solar projects to provide an approximate percentage savings impact on the operating budget from the net metering agreement with Omni.
- The percentage impact of the Solar Photovoltaic projects on ABRSD's operating budget reflects the expected actual cost savings to ABRSD from the Omni projects. The overall benefits will fluctuate with a changing net metering credit rate value, which is regulated by the MA Department of Public Utilities.

	OMNI FIXED PRICE		OMNI INDEXED PRICE	
	Net Metering with 0% Annual Escalator	Net Metering with 1% Annual Escalator	Net Metering with 0% Annual Escalator	Net Metering with 1% Annual Escalator
PROJECT OVERVIEW				
Generation in Year 1	4,511,014	4,511,014	4,511,014	4,511,014
Generation over 20-Year Term	86,060,699	86,060,699	86,060,699	86,060,699
PROJECT COSTS				
Generation Price Year 1	\$0.1200	\$0.1200	\$0.1383	\$0.1383
Generation Price Year 20	\$0.1748	\$0.1748	\$0.1383	\$0.2228
Annual Escalator	2.0%	2.0%	0.0%	1.0%
Floor Rate	N/A	N/A	\$0.0800	\$0.0800
All-in Vendor Fee				
Year 1	\$541,322	\$541,322	\$623,935	\$623,935
Over 20 Yr Term	\$12,505,026	\$12,505,026	\$11,903,377	\$13,083,318
PROJECT BENEFITS				
Net Metering Credit Rate Assumption				
Year 1	\$0.18442	\$0.18442	\$0.18442	\$0.18442
Over 20 Yr Term	\$0.18442	\$0.22280	\$0.18442	\$0.22280
Illustrative Conservative Annual Escalator	0%	1%	0%	1%
Rate Tariff	A-9	A-9	A-9	A-9
Illustrative Credit Benefit				
Illustrative Net Metering Year 1	\$831,914	\$831,914	\$831,914	\$831,914
Illustrative Net Metering Over Term	\$15,871,170	\$17,444,423	\$15,871,170	\$17,444,423
OVERALL NET SAVINGS TO TOWN FROM SOLAR PROJECTS				
Net Metering				
Year 1	\$290,592	\$290,592	\$207,978	\$207,978
Over 20 Yr Term	\$3,366,144	\$4,939,398	\$3,967,792	\$4,361,106
FIRST YEAR IMPACT OF SAVINGS ON OPERATING BUDGET				
Fiscal Year 2014 Electricity Cost	\$900,946			
Year 1	32.25%	32.25%	23.08%	23.08%
Approx Over 20 Yr Term	18.68%	27.41%	22.02%	24.20%



EDUCATION AND THE WORKFORCE
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House-Senate Conference Committee Approves Framework to Improve K-12 Education

WASHINGTON, D.C. | November 19, 2015 - Today, the House-Senate conference committee reached agreement on a proposal to improve K-12 education and replace *No Child Left Behind*. The agreement represents a compromise between the House-passed *Student Success Act* (H.R. 5) and the Senate-passed *Every Child Achieves Act of 2015* (S. 1177).

"*No Child Left Behind* has been failing students, parents, teachers, and state and local education leaders for far too long, and today we took an important step in replacing this flawed law," said **Education and the Workforce Committee Chairman John Kline (R-MN)**. "But there is still work to be done. We now have to turn this framework into a final bill for our House and Senate colleagues to review. I am confident that once they do, they will see it as an opportunity to replace a failed approach to education with a new approach that will reduce the federal role, restore local control, and empower parents. We will continue to work with all of our colleagues in the House as we move this important process forward."

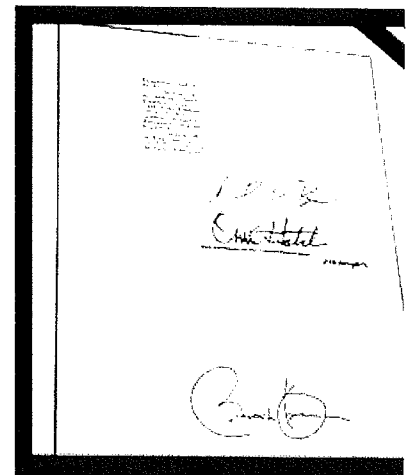
"The winners today are 50 million children and 3 million teachers in 100,000 public schools," said **Senate Health, Education, Labor, and Pensions Committee Chairman Lamar Alexander (R-TN)**. "Our action would restore to states, communities, and teachers the responsibility for improving student achievement. This is a bipartisan step forward to fix the *No Child Left Behind* law that everyone wants fixed. The United States Senate and House of



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Control of #K12 education is back in hands of who know students best: parents/local leaders
<https://t.co/QmpnnYAI4Y> #NCLB #ESEA

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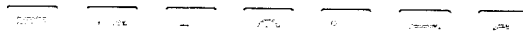
Representatives should complete our work in December so that the president can sign it into law before the end of the year."

"With today's vote by the conference committee to reauthorize the ESEA, we have moved closer to advancing the principles of *Brown v. Board of Education*, which said that the opportunity for a public education 'is a right which must be made available to all on equal terms,'" said **Education and the Workforce Committee Ranking Member Bobby Scott (D-VA)**. "This agreement ensures that when achievement gaps are found, meaningful action will be taken to intervene and support the needs of students. It ensures that funds will continue to be directed to communities and give teachers and schools the resources they need to support all students. I look forward to the vote by the House and Senate that will send President Obama a bill that is indeed worthy of his signature."

"Taking this next step to finally fix the broken *No Child Left Behind* law is great news for students, parents, teachers, and communities in my home state of Washington and across the country," said **Senator Patty Murray (D-WA), Ranking Member of the Senate Health, Education, Labor, and Pensions Committee**. "I am proud that our agreement includes strong federal guardrails to ensure all students have access to a quality education, reduces reliance on high-stakes testing, makes strong investments to improve and expand access to preschool for our youngest learners, and so much more. I appreciate the hard work that so many Democrats and Republicans have put into this agreement, and I am optimistic that it can pass both chambers of Congress and get signed into law to help more students across the country get the chance to learn, grow, and thrive in the classroom and beyond."

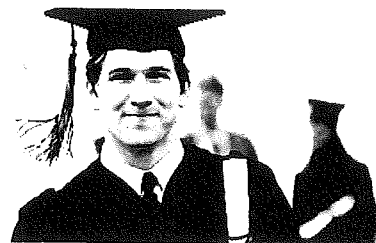
A summary of the framework approved by the conference committee can be found [here](#).

###

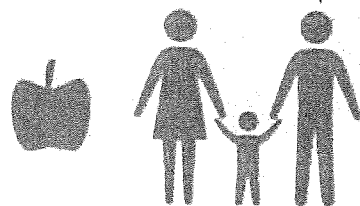


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ESEA CONFERENCE FRAMEWORK SUMMARY

Every Student Succeeds Act

Repeals adequate yearly progress and replaces it with a statewide accountability system – The framework replaces the one-size-fits-all “adequate yearly progress” federal accountability system under current law with a comprehensive State-designed system that improves State capacity to identify and support struggling schools. States would submit a plan outlining their accountability systems to the Secretary of Education to ensure that the plan is consistent with the law. The system builds on State-led innovation in measuring school performance using multiple measures beyond test scores. States can use other indicators of student achievement and school quality, including student engagement, access to and completion of advanced coursework, and school climate and safety. Under the framework, states are required to improve student learning in the state’s lowest-performing 5 percent of schools, high school dropout factories, and schools in which any group of students is consistently underperforming under the State’s accountability system, and ensures that all students count for the purposes of accountability.

Maintains important information about student performance – The framework maintains annual, statewide assessments in reading and math in grades 3 through 8 and once in high school, as well as science tests given three times between grades 3 and 12. States may pursue flexibility to develop and implement innovative assessments through a pilot program and may choose to offer nationally recognized local assessments at the high school level, so long as those assessments meet technical standards for reliability, validity, and comparability. Recognizing the need to reduce unnecessary testing, the framework authorizes the use of federal funds for states and school districts to conduct audits of state and local assessment systems to eliminate assessments that do not contribute to student learning.

Affirms State control of standards – The framework ensures States are able to choose their challenging academic standards in reading and math aligned to higher education in the state without interference from Washington. The federal government may not mandate or incentivize states to adopt or maintain any particular set of standards, including Common Core.

Helps States to improve low performing schools The framework transfers responsibility to states for identifying schools and providing support for improvement in struggling schools, and prohibits the federal government from interfering in state and local decisions regarding accountability and school improvement activities by prescribing specific methods or systems. Instead of requiring schools to implement the same one-size-fits-all school improvement requirements as they did under NCLB, the framework calls for evidence-based action in any school in which students aren’t learning, but the Secretary cannot prescribe the specific interventions or improvement strategies schools must use.

Improves accountability for learning outcomes for all students – The framework sets high standards for students with disabilities by putting in place a state-level participation cap of 1 percent of students with the most significant cognitive disabilities who can take the alternate assessment aligned to alternate academic achievement standards. Additionally, the framework moves accountability for English language proficiency from a separate system in Title III to Title I, to ensure that States are focusing on the unique needs of students who are learning English. The framework maintains annual reporting of data disaggregated by subgroups of children, including low-income students, students of color, students with disabilities, and English learners, as well as

1

Approved By the Conference Committee
Education and the Workforce Committee, Chairman John Kline 11-19-15

by migrant status, homeless status, children in foster care, and military-connected children.

Targets funds to at-risk children – The framework maintains maintenance of effort and supplement not supplant, with additional flexibility for States and school districts. The framework also authorizes the Secretary to grant flexibility to eligible school districts that demonstrate equitable state and local funding through use of a weighted student funding formula that allocates additional funds based on weighting student characteristics such as low-income and English learner status.

Helps States increase teacher quality – The framework provides resources to States and school districts to implement various activities to support teachers, principals, and other educators, including by providing high quality induction services for new teachers, ongoing evidence-based professional development for teachers, and opportunities to recruit new educators to the profession. The framework also ends federal mandates on teacher evaluations, while allowing states to innovate with federal funding. The framework adjusts the allocation of Title II formula funds by ensuring that states with higher numbers of students in poverty receive funding that is reflective of their current student populations.

Supports at-risk populations – The framework provides resources to States and school districts to support English learners and requires States to develop statewide entrance and exit procedures for English learner programs to ensure that English learners are reclassified upon achieving English proficiency. The framework provides grants to support programs for American Indian, Alaska Native, and Native Hawaiian students to ensure that schools address the unique academic and cultural needs of these students. The framework updates and improves supports to rural schools by providing more flexible use of federal funding to enable rural districts to more effectively implement programs and updates and strengthens the Impact Aid program, which reimburses eligible local school districts that are near, or serve students from, military bases, federal lands, and Indian reservations, for the loss of property taxes due to certain activities of the federal government. Finally, the framework recognizes the unique challenges that homeless students face and provides the necessary supports for homeless students to enroll, attend, and succeed in school.

Provides greater funding flexibility to enhance support for students and schools – The framework authorizes the new Student Support and Academic Enrichment grant program to help States and local school districts target federal resources on local priorities to better serve disadvantaged students. For example, school districts would be able to use these resources to help provide students a well-rounded education, promote the effective use of technology in schools, and protect the health and safety of students. So long as they follow basic requirements, school districts determine how they will spend the additional funding based on local needs and priorities.

Promotes high-quality choices for parents – The framework improves the Charter Schools Program by investing in new charter school models, as well as allowing for the replication and expansion of high-quality charter school models. The framework also incentivizes charter school accountability, transparency, and community engagement practices. The framework prioritizes grants to evidence-based magnet school programs, including inter-district and regional magnet programs, and provides opportunities to expand magnet school programs with a demonstrated record of success.

Maintains and strengthens critical programs – The framework significantly streamlines and

reduces the number of existing federal programs, while authorizing dedicated funding to support important priorities, including innovation, teacher quality, afterschool programming, increased access to STEM education, arts education, and accelerated learning, safe and healthy students, literacy, and community involvement in schools, and other bipartisan priorities. The framework also authorizes the Preschool Development Grants program. This competitive grant program, will use existing funding to support states that propose to improve coordination, quality, and access for early childhood education and will be administered by the U.S. Department of Health and Human Services jointly with the Department of Education.



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11.2

Deborah E. Bookis
 Director of Curriculum and Assessment

ph: 978-264-3313
 dbookis@abschools.org

TO: Dr. Glenn Brand, Superintendent
 FROM: Deborah Bookis, Director of Curriculum and Assessment
 DATE: December 2015
 RE: District and School Accountability Reporting

As stated in the MCAS report to the School Committee on December 3, the Accountability Levels were still embargoed and could not be released or discussed publically. Last week the final Accountability Levels were released by DESE.

Massachusetts uses the Progress and Performance Index (PPI) and school percentiles to classify schools into one of five accountability and assistance levels. "Schools making sufficient progress toward narrowing proficiency gaps are classified into Level 1, while the state's lowest performing schools are classified into Levels 4 and 5."¹ A one-hundred point index is assigned to districts, schools and student groups based on progress from one year to the next. Progress is based on achievement (Composite Performance Index or CPI), growth (Student Growth Percentile or SGP), and graduation and drop out rates (for high school only).

Points	Progress
100	Above Target
75	On Target
50	Improved Below Target
25	No Change
0	Declined

The total number of indicators each district, school or group has depends on the subjects tested and grades served by the school. For example, the high school has 7 indicators, while our junior high and elementary schools have 5 indicators each. The total number of points divided by the number of indicators equals the annual PPI. The cumulative PPI, upon which the accountability levels are determined, uses the most recent four years of data, with the most recent year weighted the most heavily.

The Acton-Boxborough Regional School District is a Level 2 district because one or more of the schools in the district are classified as Level 2.

School	Accountability Level
Blanchard Memorial	Level 1
Luther Conant	Level 1
C. T. Douglas	Level 2
Paul P. Gates	Level 1
McCarthy-Towne	Level 2
Merriam	Level 2
RJ Grey Junior High	Level 1
Acton-Boxborough Regional High	Level 1

The cumulative District PPI for all students and subgroups 'met target' except in two subgroups. The cumulative PPIs for the high needs group and the special education subgroup are both 70.

¹ MA DESE School Leader's Guide to the 2014 Accountability Determinations, p. 2



Mitchell D. Chester
 Commissioner of
 Elementary and Secondary
 Education

- > Commissioner's Welcome
- > Commissioner's Update
- > Superintendents' Checklist

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Commissioner's Weekly Update - December 4, 2015

Public Release of District and School Accountability Data:

11.3

By Tuesday morning, December 8, ESE will provide district and school staff the opportunity to preview official 2015 district and school accountability data via the Accountability Data application in the [Security Portal](#). We plan to release official results to the public on Wednesday, December 9. Please maintain the confidentiality of the data until that time.

Districts and schools have had embargoed access to their full preliminary 2015 district and school accountability data since November 19. Determinations for the vast majority of districts and schools remain unchanged, however, the official release will include the new identification of Commendation Schools. District officials who have questions about accountability data for their district or school or about the release schedule can email esea@doe.mass.edu.

Assessment Choice Reminder:

Districts need to register a decision on their spring 2016 assessment by December 18. Districts that administered PARCC in 2015 will continue to administer PARCC in 2016, while districts that administered MCAS in 2015 will choose between administering MCAS or PARCC in 2016. Those districts that choose PARCC, including those administering PARCC for the second year, can choose their mode of administration for 2016, either paper-based or computer-based testing.

Superintendents received an email on November 23 with instructions and passwords to register their district's assessment and mode choice via an online tool that will be available until **December 18, 2015**. For more information or to request a short extension of the deadline, contact assessment@doe.mass.edu before the deadline.

Licensure Process Changes:

Effective January 1, 2016, applicants for educator licensure will be encouraged to upload supporting documents into Educator Licensure and Recruitment (ELAR) rather than sending hard copies via mail. This should lead to faster processing time. A [step-by-step guide on how to upload documents to ELAR](#) is available online.

In addition, applicants, authorized users in school districts, and Massachusetts-approved preparation programs have the ability to upload supporting documents right into ELAR rather than having to mail, fax or submit the documents via drop box central. As a result of school district staff being able to upload documents as PDF, JPEG and other electronic formats directly into ELAR, ESE will be disabling the **Educator Licensure Documents Drop Box**. Staff who need to upload documents but do not have access to ELAR should consult with their local [directory administrator](#).

The **Licensure Status Drop Box** will continue to be used and has the following new features:

- Passing scores of MTEL exams and the date of the passing exam will be added;
- People will be able to use their Massachusetts Education Personnel ID (MEPID) as an identifier when submitting a status drop box file to ESE;
- The "licensed" status will be expanded to include any educator who has a restriction on his/her core academic license as a result of not obtaining the sheltered English immersion (SEI) endorsement.

Learn How to Develop and Teach an Online High School Course:

In partnership with the Northeast Comprehensive Center (NCC), the Office of Digital Learning is pleased to offer a [free online course](#) for high school teachers who are interested in transforming a face-to-face course into a blended or fully online course. Guided by expert facilitators from NCC, the course will run from January through October 2016 with breaks in June and August. Participants can expect approximately two to three hours of coursework per week. To learn more, [sign up for an informational webinar](#) to be held at 1 and 3 p.m. December 10.

ESE Resource Corner

New resources for collecting student and staff feedback: Student and staff feedback is one of several types of evidence collected during the five-step educator evaluation cycle and is intended to provide both educators and evaluators with meaningful, actionable information about instructional practice and administrative leadership. The Department has released the following new and revised resources to assist districts:

- **Revised Model Student Feedback Surveys.** Selected items have been refined and/or removed, resulting in surveys that are shorter, more meaningful, and more actionable, while still retaining their rich diagnostic use.
- **New Mini-Forms!** New mini-forms of just 8-10 items let teachers collect student feedback quickly and efficiently, while still providing information specific to their practice. Download them [here](#).

- **Adapted Model Feedback Surveys for Students with Significant Cognitive Disabilities.** Items and response options are derived from the ESE Model Feedback Surveys and simplified to be developmentally appropriate. The survey also includes recommendations for administering surveys to students with various cognitive disabilities.
- **Individual educators can now administer ESE Model Surveys online.** The ESE Model Feedback Surveys, including the new mini-forms, are now available through Google Templates for easy, individualized administration.
- **Office Hours.** District and school leaders are welcome to attend one of three Office Hours meetings (December 9 in Marlboro, December 14 in Rockland, and December 15 in West Springfield) to learn more about the resources above and have their questions answered.

For Your Info:

- **Hour of Code:** Starting December 7, students at 148,000 events around the world will learn their first Hour of Code, a one-hour introduction to computer science that is designed to show that anybody, anywhere can learn the basics of the field. No experience is needed from teachers and students, and new tutorials are available. The event is organized by Code.org.
- **Student Government Day:** Student Government Day, when students come to the State House and take on the roles of governor, state legislators, and justices, will be April 1, 2016, and to date, the number of registrations compared to this time last year has nearly doubled! Participation is on a first-come, first-served basis, and the deadline is Friday, January 15, 2016. More information about Student Government Day and how to register students is available online.
- **Translated PARCC sample score reports:** Pearson has provided sample score reports in 10 languages other than English as a resource for educators working with parents who do not read English.

Subscriber Information: Superintendents, principals, and charter school leaders will receive the update automatically. For others wishing to subscribe, send an email to jmailsrv@list1.doe.mass.edu with the following information in the body of the email: subscribe ESEUpdate Your Name. (Example: *subscribe ESEUpdate John Smith*) To unsubscribe, send an email to the same address with the following information in the body: unsubscribe ESEUpdate Your Name. (Example: *unsubscribe ESEUpdate John Smith*)

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Commissioner's Weekly Update - December 11, 2015

11.4

Accountability Results Released:

The Department released [2015 school and district accountability and assistance levels](#) on December 9, 2015 and commended 45 schools for achievement, making strong progress and/or narrowing proficiency gaps. In addition, two schools in Lawrence, one in Springfield, and one in Worcester exited Level 4 status. Of the more than three dozen schools that the state designated Level 4 in 2010 and 2011, the majority have exited underperforming status.

The 45 Commendation schools include four public schools that the U.S. Department of Education designated 2015 National Blue Ribbon Schools: Pakachoag Elementary School in Auburn, Sewell-Anderson Elementary School in Lynn, Lincoln Elementary School in Melrose, and Amvet Boulevard Elementary School in North Attleboro.

Every Student Succeeds Act:

President Obama signed the Every Student Succeeds Act (ESSA) December 10, 2015. The act is a reauthorization of the Elementary and Secondary Education Act (ESEA) and replaces the No Child Left Behind Act (NCLB). The White House and the U.S. Department of Education have released a number of materials to help educate the public about the ESSA on USED's [ESEA web page](#), including a side-by-side comparison of NCLB, ESEA flexibility, and ESSA.

Important Updates Regarding the Spring 2016 MCAS Test Administration:

In accordance with the Board of Elementary and Secondary Education's November 17, 2015 vote on statewide assessments, ESE is making the following modifications to the spring 2016 MCAS tests:

- Each MCAS test in grades 3–8 in English language arts and mathematics will be supplemented with a small number of PARCC items.
- In English language arts, one of the PARCC items will require students to write in response to text. The Department suggests that districts familiarize themselves with PARCC items by utilizing [PARCC practice tests](#) and [released items](#) from the 2015 administration.
- Because of this change for English language arts, ESE has decided to eliminate the MCAS English language arts composition in grades 4 and 7 in spring 2016. Schools and districts may remove the dates for those compositions from their calendars. The MCAS English language arts composition for grade 10 will continue to be administered.
- The MCAS English language arts administration window for grades 3–8 will begin and end one week later to accommodate changes to the test and allow for additional instructional time. **The new English language arts administration window for grades 3–8 will be March 28 to April 12.** Please note that grade 10 English language arts testing dates will remain the same. An [updated statewide testing schedule](#) is available online.

Board of Elementary and Secondary Education to Meet:

The [Board of Elementary and Secondary Education will meet](#) Tuesday, December 15 in Malden. The agenda includes a discussion of ESE's review of Southbridge Public Schools, reports on three charter schools in, and an initial discussion of proposed digital literacy and computer science standards.

Massachusetts FOCUS Academy Courses:

The application process is open for the spring 2016 Massachusetts FOCUS Academy (MFA) courses. This spring, ESE is sponsoring nine graduate-level courses for teams of educators working in identified districts and schools in Massachusetts to more effectively meet the needs of high-need student groups. [Information about the courses](#), the list of prioritized districts and schools, and the application process are all available online. The application process will remain open for prioritized districts and schools until January 7. During the week of January 11-15, any remaining seats will be made available to teams of educators from districts in Massachusetts that were not previously eligible to participate.

Computer Science Integration and Collaboration Opportunity

The Department and the Education Development Center, Inc. (EDC) seek educator teams of approximately five teachers within the same school from 10 districts to participate in a three-year National Science Foundation (NSF)-funded Computer Science (CS) and Science, Technology/Engineering, and Mathematics (STEM) Integration and Collaboration (CS-STEM) Program. The purpose of the program is to integrate computer science with science and mathematics education in elementary schools (grades 1–6). The program aims to create new models for teaching and learning through innovative curriculum including curriculum and class materials. Applications are due **January 13**, and [more information is available online](#).

ESE Resource Corner



Mitchell D. Chester
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- > Commissioner's Welcome
- > Commissioner's Update
- > Superintendents' Checklist

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Nonresident Students in Specialized Agricultural and Natural Resources Programs: The Office of Career Vocational and Technical Education has posted a [Specialized Agricultural and Natural Resources Programs Nonresident Student Enrollment Advisory](#) related to non-resident admission for the purpose of exploring specialized agriculture and natural resources programs and admission to the vocational technical agriculture programs at Essex North Shore Agricultural and Technical High School. The intent of the advisory is to provide clarification for schools, students, and parents on the regulation and statute regarding students seeking enrollment in these programs. In addition to the link above, links to advisory are also posted at <http://www.doe.mass.edu/cte/> and <http://www.doe.mass.edu/cte/admissions/>.

For Your Info:

- **Update on the Mental Health/Substance Abuse Counselors Grant - Fund Code 349:** The Department has temporarily withdrawn the request for proposals for this new grant program in order to ensure that the grant objectives are appropriately aligned with other planned administration initiatives. The Department will let everyone know when the RFP is re-posted.

Subscriber Information: Superintendents, principals, and charter school leaders will receive the update automatically. For others wishing to subscribe, send an email to imailsrv@list1.doe.mass.edu with the following information in the body of the email: subscribe ESEUpdate Your Name. (Example: *subscribe ESEUpdate John Smith*) To unsubscribe, send an email to the same address with the following information in the body: unsubscribe ESEUpdate Your Name. (Example: *unsubscribe ESEUpdate John Smith*)

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**Assistant Superintendent for Student Services
Search Committee**

Marie Altieri, Facilitator	Director of Personnel and Administrative Services	Central Office
Dana Labb	Principal	Blanchard Elementary
Allison Warren	Assistant Principal	R. J. Grey Jr. High
Carol Moser-Wight	Chairperson, Alternative Programs	ABRHS
Matt Kidder	Coordinator, Out of District	Student Services Admin
Renee Hill	Special Educator	Merriam Elementary
Liz Fitzpatrick	Kindergarten Teacher	Douglas Elementary
Carolyn Imperato	School Psychologist	McCarthy-Towne Elementary
Heather Makris	School Nurse	Conant Elementary
Natalia Kaghashvili	English Language Learning Teacher	Gates Elementary
Kristen Vanderstucken	School Psychologist	ABRHS
Kathy Simmons	Speech and Language Pathologist	Douglas Elementary
Debbie Sye	Student Services Office Manager	Student Services
Amanda Bailey	Parent, AB Special Education PAC	Parent
Andrea Keenan	Parent	Parent

Assistant Superintendent for Student Services
Search Committee
December 2015 – February 2016
Timeline

Position Posted Tuesday December 1, 2015

Deadline to express interest in search committee Friday December 11, 2015

Organizational Committee Meeting – **Wednesday December 16, 2015** 3:15 – 5:00 pm

Deadline for Applicants Tuesday December 29, 2015

Committee Meeting – Review Criteria and Selection Process; Develop Questions **Wed Jan 6, 2016** 3:15 – 5:00

Committee Meeting - Review applicants and select candidates for interviews Wednesday **January 13, 2016**
3:15 – 6:30 pm

Interview Candidates Weeks of January 18th and January 25th

Determine Finalists by January 29st

Candidates Visit Acton-Boxborough Week of February 8, 2016

Superintendent visits candidates sites Week of February 22nd, 2016

Appointment by February 26, 2016



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

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

To: Acton-Boxborough Regional School Committee Members

From: Glenn A. Brand

Date: December 11, 2015

Re: Senior Leadership Administrative Restructuring

As you are aware, I brought forward at your regularly scheduled meeting on November 5, 2015 an administrative restructuring proposal that included the recommendation of reclassifying three (3) senior leadership positions in the district from director positions to assistant superintendent positions.

As a point of reference the three positions for which I recommended be reclassified included the following:

- i. Restructure the position of *Director of Pupil Services* and reclassify it to the position of *Assistant Superintendent for Student Services*.
- ii. Restructure the position of *Director of Curriculum and Assessment* and reclassify it to the position of *Assistant Superintendent for Teaching and Learning*.
- iii. Restructure the position of *Director of Personnel and Administrative Services* and reclassify it the position of *Assistant Superintendent for Operations*

My original recommendation represented what I thought reflected a structure that was appropriate and that would best serve the district and support our administrators in the execution of their work. However, prior to finalizing these recommendations some of my administrative team suggested that while my original structure proposed was appropriate, there was some suggestion that it might be helpful to have a clear designation of a person second in command to the Superintendent and return to a structure similar to that which the district had in the past. As I wanted to further explore these views, I requested that the Committee provide me with additional time before finalizing this recommendation. A summary of the activity to-date on this topic includes the following:

- Original request outlined at your regularly scheduled meeting on November 5, 2015;
- Request made at your meeting on November 19, 2015 to temporarily table two (2) of the three (3) recommendations to allow me additional time to further explore these with members of the administrative team. Based upon recent feedback received at that time;

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- The Committee took action to approve the reclassification of the position of *Director of Pupil Services* to the position of *Assistant Superintendent for Student Services*, effective July 1, 2016. A search has now begun for this new leader.

Final Recommendation:

Over the course of the last two weeks I have engaged members of my School Leadership Team (SLT) in this discussion and specifically asked them whether or not our district's administrative structure could benefit operationally from having a clear designation of a person second-in-command to the Superintendent. This was a fundamental question that I admit I did not ask in the first set of conversations and in hindsight should have probably done so.

With the additional time provided to me I have now had the opportunity to further explore this recommendation and I am pleased to provide you with a final recommendation outlined below.

What has become clear to me, based upon these conversations, is the following:

- i.) There is a strong sense overall held by members of the SLT that the district's operation would benefit from a clear designation of a person second-in-command to the Superintendent. Not unlike the type of structure at the school building level where there is a principal and assistant principal, this position is felt to be helpful in the course of the work that we do, specifically, in terms of providing clarity around the chain-of command amongst other benefits.
- ii.) There is a strong overall belief that the district needs to ensure that the administrative structure, with appropriate titles and an outline of responsibilities, should reflect the needs of the district.
- iii.) In general, there is a strong belief that the district should not create positions that are dependent upon any one individual but rather must be thought of to represent the district needs to help support and oversee its operations.
- iv.) With the right administrative structure in place, that structure and the positions should carry forward at any point in time in which any position were to be vacated. In turn, when a person leaves a position, the district would set out to seek a replacement for that position with that title.
- v.) The Superintendent, working in concert with the School Committee, should continue to have the opportunity to realign or redesign positions, responsibilities and the overall administrative structure to serve the best interests and needs of the district that might be tied to changes in personnel and/or changes in the respective needs of the operations of the district.

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Final Recommendation

I am appreciative of the opportunity to have had this additional time and I am thankful for the honest, candid feedback that so many of the SLT provided me. Based upon the feedback that I received, I have reconsidered my original recommendation and respectfully put forth the following final recommendation:

- i. Restructure the position of *Director of Pupil Services* and reclassify it to the position of *Assistant Superintendent for Student Services (approved November 19, 2015)*. The district has embarked upon a search and it is anticipated that an appointment will occur in February 2016 with a start date of July 1, 2016.
- ii. Restructure the position of *Director of Curriculum and Assessment* and reclassify it to the position of *Assistant Superintendent for Teaching and Learning*. In conjunction with this reclassification I would recommend, without reservation, that the Committee appoint Ms. Deborah Bookis to this position effective January 1, 2016.
- iii. Restructure the position of *Director of Personnel and Administrative Services* and reclassify it to the position of *Deputy Superintendent*. In conjunction with this reclassification I would recommend, without reservation, that the Committee appoint Ms. Marie Altieri to this position effective January 1, 2016.

In summary, it is indeed the case that many high functioning districts have varied administrative structures that include a wide-variety of titles. This reality makes it next to impossible to be able to truly conduct a comparison in this area. However, based upon the feedback and insight that I have received, it seems appropriate, and in fact helpful, to return to the district's administrative structure more along the lines to that which we had previously.

Two final points that must be noted as a part of this recommendation:

- i) *Administrative Alignment of Functions and Responsibilities*

I believe that it is important that the Superintendent retain the ability to continually review, revise and change assignments and responsibilities of administrators, including the Deputy Superintendent and Assistant Superintendents based upon the needs of the district. Of course, these positions fall under the appointing authority of the School Committee in Massachusetts. As such, this necessarily also involves your input and considerations.

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ii) *Compensation*

As indicated in my original memo, it is important to note that these reclassifications do not directly impact compensation levels in the budget. This proposal does not include any changes to the total FTE administrative count nor direct change in salary as a result of these reclassifications. However, regardless of job titles, it is my assumption that as a Committee you will continue to expect that as your Superintendent, I will work to establish compensation levels that are fair, reasonable and take into consideration such factors as data for similar positions in comparable communities, longevity etc.

In pursuit of this end, I will begin to work with Kristina Rychlik and Brigid Bieber (volunteers from the current Budget Subcommittee) to establish recommended salary ranges for all of our administrators on individual contracts.

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13.

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

12/11/15

Dear Members of the Acton-Boxborough Regional School Committee,

The Acton Boxborough Rotary Club has once again donated a dictionary for every one of our third grade students in all six of our elementary schools. We are very grateful for their ongoing support of our young students, and their commitment to delivering these books directly to the students in their classrooms. We would like to especially thank Mr. Mark Ryan and Mr. Marvin Gould for coordinating this activity.

Thank you for your consideration of this request and vote of acceptance.

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14.

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

12/11/15

Dear Members of the Acton-Boxborough Regional School Committee,

Thank you to the Acton-Boxborough Regional Parent-Teacher-Student Organization (RPTSO) for offering grant funding for two items requested by our Junior High School Principal, Andrew Shen, and our High School Principal, Dr. JoAnn Campbell this year.

It is my recommendation that these two requests be approved:

- Acton-Boxborough Regional High School: \$4,500 for stipend to staff employee for monitoring HS library after school Mon-Thurs 2:30 pm to 5 pm, extra time during mid-terms
- RJ Grey Junior High School: \$2,500 for a portion of the 2015-16 RJ Grey Planbooks provided to all students at no cost

Again, thank you to our PTSO for their continued very generous support of our schools and programs.

Thank you for your consideration of this request.

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16.

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

12/15/15

Dear Members of the Acton-Boxborough Regional School Committee,

Coach Brian Crossman and Athletic Director Steve Martin have notified me of a \$3,000 donation from Jianying Zhou and Yiping Shi to pay for ABRSD Track and Field equipment, including some new hurdles. We are very grateful to this local family for their generosity and support of our track program and our student athletes.

Thank you for your consideration of this request and vote of acceptance.

Glenn

MINUTES

The minutes of a School Committee meeting constitute the written record of Committee actions; they are legal evidence of what the action was. Therefore, the secretary of the School Committee will be responsible for reporting in the minutes all actions taken by the Committee.

Minutes will include:

1. A statement on the nature of the meeting (regular or special), the time, the place, and the approval of the last regular and each subsequent special meeting.
2. Names of the members present or absent, annotated as to arrival and departure times, if during the meeting.
3. A complete record of official actions taken by the Committee, ~~relative to the Superintendent's recommendations, to communications, and to all business transacted.~~ *revised*
Resolutions and motions will be given in their exact wording, accompanied by the names of members moving and seconding and a record of the results of the vote. Reports and documents relating to a formal motion may be omitted if they are referred to and identified by title and date.
4. Notation of formal adjournment.

Copies of the minutes will be sent to all Committee members ~~at least 48 hours~~ with sufficient time to review in advance of the meeting at which the minutes are to be approved.

The approved minutes will become permanent records of the Committee. Minutes of public meetings and minutes of executive sessions that have been ~~declassified~~ released will be in the custody of the Superintendent who will make them available to interested citizens upon request. *revised*

LEGAL REFS.: M.G.L. ~~39:23B~~ 30A:22; 66:10

CROSS REF.: KDB, Public's Right to Know

FIRST READ 12/17/15

PHYSICAL RESTRAINT OF STUDENTS

The Acton-Boxborough Regional School District seeks to provide a safe and productive workplace and educational environment for its employees and students. In accordance with the Code of Massachusetts Regulations (603 CMR 46), the law governing the use of physical restraint of students, the Acton-Boxborough Regional School District seeks to ensure that every student is free from the use of restraint in a manner that is not consistent with these state regulations. **PHYSICAL RESTRAINT SHALL ONLY BE USED AS A LAST RESORT AFTER OTHER METHODS HAVE FAILED OR BEEN DEEMED INAPPROPRIATE, AND WITH EXTREME CAUTION.**

School personnel shall use physical restraint with two goals in mind:

1. To administer a physical restraint only when needed to protect a student and/or member of the school community from immediate, serious physical harm, and
2. To prevent or minimize any harm to the student as a result of physical restraint.

The following definitions of forms of restraint are included in 603 CMR 46.02:

1. Physical Restraint: the use of bodily force to limit a student's freedom of movement.
2. Extended Restraint: A physical restraint lasting longer than 20 minutes.
3. Physical Escort: Not a restraint: touching or holding a student without the use of force for the purpose of directing the student.
4. Time-out: Removal of a student from classroom activities or areas with staff accessible.

The use of mechanical or chemical restraint is prohibited unless authorized by a physician and approved in writing by parents/guardians. Additionally, the use of seclusion restraint, confining a student alone without access to staff, is prohibited in all public school programs.

Physical restraint is prohibited as a means of punishment, or as a response to destruction of property, disruption of school order, a student's refusal to comply with a school rule or staff directive, or verbal threats that do not constitute a threat of imminent, serious physical harm to the student or others.

Physical restraint is prohibited when it is medically contraindicated for reasons including, but not limited to, asthma, seizures, a cardiac condition, obesity, bronchitis, communication-related disabilities, or risk of vomiting.

Only school personnel who have received training pursuant to 603 CMR 46.04(2) or 603 CMR 46.04(3) shall administer physical restraint on students. The staff member who administered

shall verbally inform the principal of the restraint immediately and by written report no later than the next school working day. The principal or his/her designee shall verbally inform the student's parent/guardian of the restraint as soon as possible on the day of the event and shall notify the parent by written report within three school working days of the restraint either by email or by regular mail postmarked no later than three school working days of the restraint. When a physical restraint has resulted in an injury to student or program staff member, the program shall send a copy of the written report to the Department of Elementary and Secondary Education (DESE) by regular mail postmarked no later than three school working days of the restraint. The District will report data regarding the use of physical restraints of DESE annually in a form and manner directed by DESE.

The Superintendent will develop procedures identifying:

- Appropriate responses to students behavior that may require immediate intervention;
- Methods of preventing student violence, self-injurious behavior, and suicide including crisis planning and de-escalation of potentially dangerous behaviors among groups of students or individuals;
- Descriptions and explanations of alternatives to physical restraint as well as the schools' method of physical restraint for use in emergency situations;
- Descriptions of the school's training and procedures to comply with reporting requirements including, but not limited to making reasonable efforts to orally notify a parent of the use of restraint within 24 hours of its imposition;
- Procedures for receiving and investigating complaints;
- Methods for engaging parents in discussions about restraint prevention and use of restraint solely as an emergency procedure;
- A statement prohibiting: medication restraint, mechanical restraint, prone restraint unless permitted by 603 CMR 46.03(1)(b), seclusion, and the use of physical restraint in a manner inconsistent with 603 CMR 46.00;
- A process for obtaining Principal approval for a time out exceeding 30 minutes.

Legal Reference: M.G.L. 71:37G; 603 CMR 46.00

Regulations: <http://www.doe.mass.edu/lawsregs/>

FIRST READING: 12/17/15

RESTRAINT OF STUDENTS

The Acton-Boxborough Regional Schools comply with the Massachusetts Department of Education's restraint regulations, 603 CMR 46.00 et seq. ("Regulations"), to the extent required by law.

According to their terms, the Regulations apply not only at school but also at school-sponsored events and activities, whether or not on school property.

Approved: 5/22/14

RESTRAINT OF STUDENTS

Methods and Conditions for Implementation

School staff may use physical restraint only (1) when non-physical interventions would be ineffective and the student's behavior poses a threat of imminent, serious harm to self and/or others or (2) pursuant to a student's IEP or other written plan developed in accordance with state and federal law and approved by the school and parent or guardian.

Physical restraint may not be used as a means of punishment or as a response to property destruction, disruption of school order, a student's refusal to comply with a school rule or staff directive, or verbal threats that do not constitute a threat of imminent serious physical harm. Chemical and mechanical restraints may only be used if explicitly authorized by a physician and approved by a parent or guardian. Seclusion is prohibited.

The Regulations do not prevent a teacher, employee or agent of the District from using reasonable force to protect students, other persons or themselves from assault or imminent serious harm or from restraining students as otherwise provided in the Regulations.

Staff Training

All school staff must receive training with respect to the District's restraint policy (i.e., following the Regulations), including receiving information about interventions that may preclude the need for restraint, types of restraint and related safety considerations, and administering physical restraint in accordance with known medical or psychological limitations and/or behavioral intervention plans applicable to an individual student. Additionally, the school must identify specific staff to serve as school-wide resources to assist in ensuring proper administration of physical restraint. These individuals must participate in in-depth training with respect to restraint and implementation of the Regulations.

Reporting Requirements and follow-up (see Physical Restraint Report form)

In instances where a physical restraint (1) lasts more than five minutes or (2) results in injury to a student or staff member, the school staff must report the physical restraint to the principal or a designee. The principal/designee must maintain an ongoing record of all such reported instances, which will be made available in accordance with state and federal laws and regulations. The principal/designee must also verbally inform the student's parent or guardian of the restraint as soon as possible, and by written report postmarked no later than three school working days following the use of the restraint. The written restraint report must be provided to the parent or guardian in the language in which report cards and other necessary school-related information are customarily provided.

In the event that a physical restraint (1) lasts longer than 20 minutes or (2) results in serious injury to the student or staff member, the school must, within five school working days of the

reported restraint, provide a copy of the written report to DOE along with a copy of the school's record of physical restraints covering the thirty-day period prior to the date of the restraint.

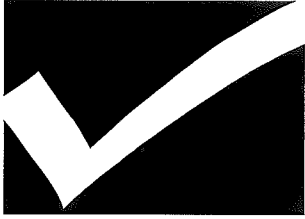
For students who require the frequent use of restraint because they present a high risk of frequent, dangerous behaviors, school staff may seek and obtain the parent or guardian's consent to waive reporting requirements for restraints administered to an individual student that do not result in serious injury to the student or staff member or constitute extended restraint (longer than 20 minutes).

Follow-up procedures for restraint include not only the reporting requirements set forth above, but also reviewing the incident with the student, staff and consideration of whether follow-up is appropriate for students who witnessed the incident.

Complaints

Students, parents or guardians who have a complaint regarding physical restraint procedures may request a meeting with the building principal to discuss their concerns. If the parents'/guardians' issues are not resolved at this level, they may request a meeting with the Superintendent or designee.

Additional information, including a copy of the regulations, can be obtained from the school district's Director of Pupil Services at 978-264-4700, x3265. A copy of the regulations may also be obtained at <http://www.doe.mass.edu/lawsregs/603cmr46.html>



Acton Leadership Group Meeting

December 10, 2015

7:30 AM

Room 204

Acton Town Hall

Bart Wendell Facilitating

----- Agenda Topics -----

Comments

1. Approval of Minutes from October 29, 2015	All
2. Update on FY16 Revenues and Expenditures	Steve Ledoux Glenn Brand
3. Review of Spreadsheet	Steve Barrett Marie Altieri
4. Observations on Fall Special Town Meeting	Mike Majors
5. Final Consensus on Revenue Projections	All
6. Discussion on OPEB	All
7. Recap on Tri-Board Meeting in Boxborough	Kristina Rychlik
8. Finance Committee Point of View of Long Range Plan	Mike Majors Margaret Busse
9. Acton Boxborough Capital Planning	Glenn Brand
10. Public Comment	

Next Meeting January 7, 2016

NEW ALG Plan

for 12/10/15 Meeting

	<u>Tax Recap</u> <u>FY15</u>	<u>Estimate</u> <u>FY16</u>		<u>Projection</u> <u>FY17</u>	<u>\$ Change</u>	<u>% Change</u>	<u>Projection</u> <u>FY18</u>	<u>Projection</u> <u>FY19</u>
Municipal Funding Sources:								
Tax Levy (excluding debt exclusion)	\$ 70,450,000	\$ 73,348,000	4.1%	\$ 77,608,952	\$4,260,952	5.8%	80,446,675	83,355,342
State Aid	\$ 1,194,000	\$ 1,476,000		\$ 1,506,378	\$30,378		1,537,288	1,568,970
Local Receipts	\$ 4,702,000	\$ 4,800,000		\$ 4,840,386	\$40,386		4,887,415	4,941,616
Debt Exclusion	\$ 2,868,000	\$ 2,835,000		\$ 2,817,959	-\$17,041		2,768,612	2,538,007
SBAB Reimbursement	\$ 923,000	\$ 923,000		\$ 923,000	\$0		923,000	923,000
Add: Town Reserves	\$ 1,653,282	\$ 2,641,000	59.7%	\$ 2,692,000	\$ 51,000	1.9%	3,395,000	1,287,000
Acton Total Funding Sources	\$ 81,790,282	\$ 86,023,000	5.2%	\$ 90,388,675	\$ 4,365,675	5.1%	93,957,991	94,613,936
							3,569,316	

	<u>Final Cherry Sheet</u>	<u>Table 6</u>		<u>Est Cherry Sheet</u>	<u>\$ Change</u>	<u>% Change</u>		
ABRSD Funding Sources:								
State AID Ch.70	\$ 14,254,476	\$ 14,393,376		\$ 14,537,310	\$143,934	1.0%		
Transportation	\$ 1,353,855	\$ 1,266,283		\$ 1,266,283	\$0	0.0%		
Regional Bonus Aid	\$ 136,900	\$ 111,200		\$ 83,400	-\$27,800	-25.0%		
Other Revenue/(Assessments)	\$ (478,491)	\$ (512,226)		\$ (512,226)	\$0	0.0%		
E&D	\$ 300,000	\$ 200,000		\$ -	-\$200,000	-100.0%		
Total	\$ 15,566,740	\$ 15,458,633		\$ 15,374,767	-\$83,866	-0.5%		

Allocation to Budgets

Municipal Spending	\$ 31,341,000	\$ 31,955,000	2.0%	\$ 32,730,000	\$ 775,000	2.4%	\$ 35,066,000	\$ 36,117,980
ABRSD Assessment	\$ 49,690,145	\$ 53,171,000	7.0%	\$ 56,214,000	\$ 3,043,000	5.7%	\$ 58,466,000	\$ 60,219,980
Minuteman Assessment	\$ 758,000	\$ 897,000	18.3%	\$ 1,111,000	\$ 214,000	23.9%	\$ 954,000	\$ 982,620
Total Acton Spending	\$ 81,789,145	\$ 86,023,000	5.2%	\$ 90,055,000	\$ 4,032,000	4.7%	\$ 94,486,000	\$ 97,320,580
Net Position	\$ 1,137	\$ -		\$ 333,675	\$ 333,675		\$ (528,009)	\$ (2,706,644)

Annual Contributions Towards

Long-Term OPEB liability	\$ 1,100,000	\$ 1,249,000		\$ 1,400,000			\$ 1,400,000	\$ 1,400,000
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Town of Acton - Tax Impact	<u>FY15</u>	<u>FY16</u>		<u>FY17</u>		<u>FY18</u>	<u>FY19</u>
Tax Rate	\$ 19.05	\$ 19.23		\$ 20.10			
SF Value	\$ 531,639	\$ 539,896		\$ 545,295			
SF Tax Bill	\$ 10,127	\$ 10,384		\$ 10,962			
% Change in SF Tax Bill	3.0%	2.5%		5.6%			

SUMMARY of Acton Finance Committee's POINT OF VIEW

The Acton Finance Committee recently published its annual Point of View document, which details its perspective on the Town of Acton's current financial position as well its recommendations for the upcoming School and Town budgeting process, including the tax rate, reserve use, and OPEB (Other Post-Employment Benefits) contributions. Below is a summary of the Point of View. The full document can be found online on the Town of Acton's website, www.acton-ma.gov.

Overview

The Town of Acton is in a strong financial condition, as manifested by its AAA bond ratings and standard reserves in excess of 10% of total current budget, significantly above the state's Department of Revenue's recommended 5% level. In addition, the local economy and residential home values are steady. On the school side, Moody's Investor Service assigned a negative outlook to the debt of the Acton Boxborough Regional School District. This outlook was based in large part due to the District's continued use of reserves to balance their budget and the accompanying decline in reserves. This issue is not limited to the school district as the town also relies on reserves to balance its budget. Based on the Finance Committee's Long Term Financial Model, the Town's reserves will dip below the recommended 5% by FY18.

Revenues

Revenues from the tax levy have increased at a rate of about 3%; state aid will likely remain at least what we've received in previous years, although declining student enrollment may reduce state funding for our schools.

Spending

Over 70 percent of spending comes from compensation, including salaries, healthcare, OPEB, and pension. Because of salary increases and healthcare inflation, the same service level costs more each year.

Capital Projects

In addition to regular spending, significant capital spending projects have been proposed and will need to be evaluated and prioritized in a rigorous budget context, including repairs and improvements to existing municipal and school facilities, a senior/community center, a North Acton fire station, Kelley's Corner infrastructure improvements, sewer expansion, and Minuteman High School expansion.

Key Recommendations

Given these considerations as well as low inflation, lower energy costs, declining enrollment in the schools, but also projected heavy use of reserves to balance budgets, the Finance Committee believes now is the time to implement structurally balanced budgets. In addition, there is no need for a Proposition 2 ½ override, but may need to be considered by FY18 if budgets continue to use significant reserves. Since Acton's single family tax bill ranks 15th highest in the state, we believe an override in the near future should be avoided. Below are the Finance Committee's key recommendations:

- Return to structurally balanced operations
 - Limit tax increases to 2.5%
 - Limit spending increases to 3%
 - No planned use of reserves
- Replenish the stabilization fund as part of maintaining an overall reserve balance of 5% of budgeted spending
- No Proposition 2 ½ override
- Continue to fund the OPEB contribution at current levels
- Form a Capital Planning Committee, to plan for future capital expenses, both maintenance and new.
 - Included in the scope of this committee would be a thorough tracking of all the town's physical assets to include factors such as forecasts of increasing repair and maintenance costs on older assets, remaining useful lives on building components, and estimated replacement costs.
 - Make recommendations on which capital projects should be undertaken and how to best finance the existing facilities needs of both the town and school district and those major projects.

The Finance Committee would love to hear your feedback about its Point of View. Email any questions or suggestions to fincom@acton-ma.gov.

Mike Majors, Chair
Margaret Busse, Vice-Chair
Doug Tindal, Clerk

Steve Noone
Bob Evans
Roland Bourdon

Shuyu Lee
David Wellinghoff
Jason Cole

**Town of Acton Finance Committee
FY2017 Finance Committee Point of View
With Respect to the 2016-2017 Budget Planning Process**

As in previous years, the Finance Committee offers this memorandum to describe the Town of Acton Finance Committee's Point of View ("POV") with respect to planning for the FY2017 Town and School Budgets. The POV connects with the Long Range Financial Planning model to demonstrate the trends and forecasts that we see. As with prior Fincom Points of View, we invite comments back from the relevant operating boards and administrators, as well as from members of the public.

A General Overview

The Town of Acton is in strong financial condition, as manifested by its AAA bond ratings and standard reserves in excess of 10% of total current budget, significantly above the Massachusetts Department of Revenue recommended 5% level.

The fiscal year that ended June 30 2015 finished better than had been budgeted. Municipal spending was under budget by \$190,000 despite having a \$306,000 overrun of the snow and ice removal account. Revenue on the town side was also better than expected by \$1 million in one-time revenue. The School District also underran the FY2015 Budget by more than \$600,000 although the budgeted deficit was \$2.2 million; our preliminary results show a surplus.

\$ Million	FY15 Budget	FY15 Preliminary
Municipal Revenue	80.2	81.2
Acton Share of AB Revenue	13.3	13.6
	93.5	94.8
Municipal Spending	31.3	31.1
Acton Share of AB Spending	64.7	63.8
Cost Shift	-1.1	-1.1
Minuteman Assessment	0.8	0.8
	95.7	94.6
Net Position	-2.2	0.2

International events and the resulting geopolitical uncertainties continue to roil economies around the globe with impacts felt in Europe, China, and Brazil as the Middle East contributes to instability, Eurozone economies contend with deflationary trends, China slows its economic growth, and commodities producers suffer from falling prices. These events impact the Greater Boston economic outlook as our cosmopolitan regional economy is not immune to global

trends in international trade, changes in the relative strength of the US Dollar, and political stability among our Eurozone partners.

The national economy continues to improve slowly, and unemployment is declining while household incomes are now holding ground against inflation. Nevertheless, the Federal Reserve has repeatedly delayed increasing interest rates as the economic recovery limps ahead. Under employment among unskilled workers continues to be a drag on progress. While the national recovery continues to move up, there are some regions which are not participating fully in the recovery. As the country moves towards national elections we can expect that the Congress will be no more willing to move ahead with projects and programs benefitting the North East than has been the case for the last few years. If gridlock results in another government shutdown, the North East economy will feel the effects of lost GDP. In spite of some of the negative portents, according to *MassBenchmarks*, state economy expanded at a 2.1 percent annualized rate while the nation grew at a 0.6 percent annualized rate.

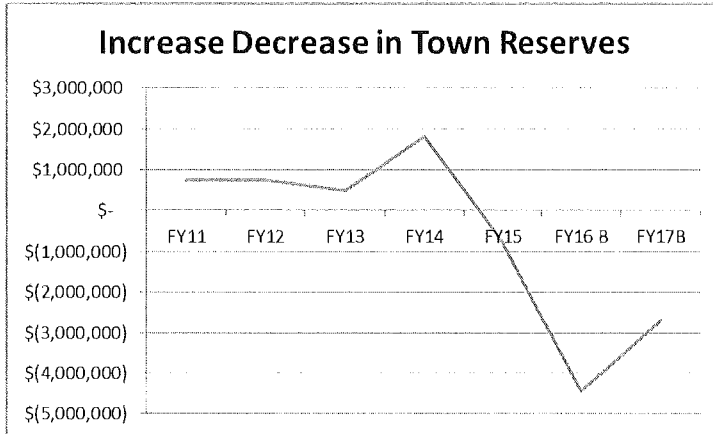
Statewide economic performance has been impressive as the Commonwealth's economic growth is expected to accelerate, according to a report by the New England Economic Partnership. As expected, the vigorous growth is occurring in the high tech sectors which employ many people in Acton. Statewide, however, young people and unskilled workers continue to find good paying jobs difficult to secure. The tight housing market in Greater Boston has acted as a constraint on economic development in recent quarters as new jobs have generated intense demands. Overall, the state's economic activity is likely to mean that the state may be able to increase local aid support and at the same time begin to address long-standing capital issues in such areas as public transportation.

The local economy is steady with unemployment rates in Acton remaining steady at 3.8% compared to the statewide average of 4.9%. Surveys of business owners in central Massachusetts conducted this fall by Princeton Research show cautious optimism about the local economies going forward. Similarly, individuals who were surveyed expressed a positive outlook on job security, advancement opportunities, and a willingness to increase spending.

The effects on Acton's real estate markets are varied. The housing market in Acton has been relatively flat over the last year with the median home value at \$487,000. Acton's retail real estate should see an increase in value as consumers increase spending. Also, Acton's office building sector should be able to absorb more of the substantial vacancies accumulated during the Recession. As these non-residential properties benefit from the improved economy, their market values increase with higher rents and less vacancy.

We see no need for a Proposition 2 ½ override for FY2017. However Moody's Investor Service assigned a negative outlook to the debt of the Acton Boxborough Regional School District. This outlook was based in large part due to the District's continued use of reserves to balance its budget and the accompanying decline in reserves. This issue is not limited to the school district as the town also relies on reserves to balance its budget.

Although the planned use of reserves to balance the budget has long been a practice at Town Meeting, those amounts were seldom needed. However the Town plans on significant deficits in FY2016 and FY2017. The budget for FY2016 calls for the use of \$2.6 million in reserves to support operation expenses compared to a surplus in FY2015.



Also in FY 2016 \$1.8 million was appropriated by a Special Town Meeting in August to purchase the Walker property, which was the proposed site of the Next Generation Child Care facility at the intersection of Main St. and Route 2. Thus the proposed deficit for FY2016 is the budgeted \$2.8 million, plus the \$1.8 million for a total of \$4.6 million. We believe it is not fiscally prudent to consume over 40% of our reserves in a single fiscal year. Thus every effort should be made to limit the amount of reserves used to support operation in FY2016. However if the full \$2.6 million is used that would reduce our reserves to 5% of the budgeted expenses and we believe that is as low as our reserve balance should fall.

The taxpayers of the Town of Acton have supported our annual budgets over the last 6 years, during the Great Recession and the slow recovery. However we do have the 15th highest single family tax bill in the state. Given continued very low inflation, low energy costs, declining enrollment in the schools, substantial municipal turnbacks and stronger than anticipated fee income, the Finance Committee believes the opportunity exists as demonstrated in FY2015 to provide high quality services, as demanded by our citizens, **while reaching a balanced budget.**

While we see no need for an override for FY2017, unless spending increases are curtailed, there will be a need for an override to support operations perhaps as early as FY2018. In addition the need for new facilities and upgrades to our existing facilities may require a significant capital /debt exclusion overrides beginning as early as FY2019. In order to override Proposition 2 1/2, requires approval of a ballot question at the town election as well as approval of Town Meeting

FY2017

Revenues

Over the last several years, revenue growth has been steady. The tax levy has increased at a rate of about 3%. Given recent improvements in the state's economy, sales tax revenues and capital gains taxes will likely outpace previous years, and we can therefore expect that state aid will continue along at least at previous years' pace; the Governor and the

Legislature have consistently demonstrated a commitment to maintain Chapter 70 Education aid to cities and towns, but Acton's declining enrollment may result in a decrease in school aid. We assume that total state revenues will increase at a 2% rate over the current year. Last year we enacted a local option meals tax which will add \$250,000 to our revenues.

Motor vehicle excise taxes have been increasing for the last several years, but those are expected to level off. The Board of Selectmen is encouraged to review fees routinely and ensure that they are matched with expenses. We project a slightly higher 2.5% increase in fee revenues, and no increase in interest income. Overall we expect FY2017 revenue to increase 3.5% over FY2016.

Expenses

If we are to achieve a structural balance in operations, then the increase in spending must be less than the 3.5% increase in revenue. Most of our spending (over seventy percent) goes to compensation, salaries, healthcare, OPEB, pension, and other benefits. In past years, we have called for level service budgets meaning keeping the same service levels but because of salary increases and healthcare inflation, the same service level costs more each year.

For example, in the FY2016 budget, despite the addition of only one new position, the compensation budgets for the town and for our portion of the school district increased by approximately \$6 million or 7.0%. Our revenue growth, providing we do not exceed the 2.5% threshold, cannot keep pace. Indeed FY2016 budgeted revenue growth was \$3.2 million. This leaves a gap of \$2.8 million that is planned to be covered by reserves but that level of reserve use cannot be sustained. So for FY2017 planning we are recommending that spending growth be limited to 3% over the prior year. **Unless planned spending increases at a slower rate than planned revenue the gap of \$2.8 million will not be closed.**

OPEB

Actuarial valuations for December 31, 2014 showed an increased liability for the School District and a decreased liability for the Town. We believe the planned funding level of \$1.4 million is appropriate for FY2017.

Capital Needs

While the Town's reserve position is still adequate, needed but postponed facility maintenance and new projects have become a higher priority for reserve funds than subsidizing operational costs. The facilities study recently completed by the Town pointed out approximately \$10 million in potential repairs and improvements to existing facilities due in future years. The School District has a similar study underway and the results will be known in January. Both studies are reviewing existing facilities and not considering new facilities such as a new fire station, senior/community center, sewer expansion,

Minuteman High School expansion, and Kelly's Corner infrastructure improvements, all of which are under study by other groups. If all of these projects go forward the total amount of spending will be in the tens of millions of dollars.

Given these considerations as well as low inflation, lower energy costs, declining enrollment in the schools, but also projected heavy use of reserves to balance budgets, the Finance Committee believes now is the time to **implement structurally balanced budgets**, and, as stated previously, there is no need for a Proposition 2 ½ override. Below are the Finance Committee's key recommendations:

Recommendations

- **Return to structurally balanced operations**
 - Limit tax increases to 2.5%
 - Limit spending increases to 3%
 - No planned use of reserves
- **Continue to fund the OPEB contribution**
- **Replenish the stabilization fund and maintain a reserve balance of 5% of budgeted spending**
- **Form a Capital Planning Committee**, to plan for future capital expenses, both maintenance and new.
 - Included in the scope of this committee would be a thorough tracking of all the town's physical assets to include factors such as forecasts of increasing repair and maintenance costs on older assets, remaining useful lives on building components, and estimated replacement costs.
 - Make recommendations on which capital projects should be undertaken and how to best finance the existing facilities needs of both the town and school district and those major projects.

As always we welcome feedback on this document from the Board of Selectmen, the Regional School Committee, and the public at large.

Long Range Financial Planning Tool

Attached is the summary page for our five-year plan using the assumptions on the following pages. It is important to note that this model is based on many assumptions about the future years. Also it should be pointed out that as of this writing the full details of FY2015 are not yet available and that the details of the FY2017 budgets are still in development.

The summary compares the plan shown at last year's Town Meeting labeled **Last Plan**, to two different scenarios. The first labeled **POV** or Point of View includes two significant differences from the Last Plan. These are:

- (1.) The need to reflect significant capital expenditures, \$5 million per year for both the Town and Schools from FY2019-FY2021, and

(2.) The need to maintain a reserve balance at 5% of spending.

This scenario shows spending levels in line with revenue increases, such that a reserve level of 5% of spending can be maintained. This requires significant reductions in the rate of increase in spending. Capital or debt exclusion overrides will be necessary starting in FY2019. These results are labeled POV or Point of View.

The third set of results labeled **Current Plan Extended** does not include Overrides. The Finance Committee has urged the operating entities for several years to look for costs savings, but as of this time spending growth continues to outpace revenue growth. Without significant changes in spending, given the same spending and capital assumptions, cumulative deficits of \$24 million will occur between FY2017 and FY2021. Proposition 2 1/2 Operating Overrides will be needed each year starting as early as FY2018. In addition, capital or debt exclusion overrides will be necessary starting in FY2019.

Summary

Last Plan

	\$000	FY16	FY17	FY18	FY19	FY20	FY21	
Revenue		\$ 79,624	\$ 82,436	\$ 85,062	\$ 87,712	\$ 91,521		14.9%
Expense		29871	30611	31349	32438	33586		12.4%
Town								
ABRSD		53,172	55,594	57,755	59,213	62,781		18.1%
MM		897	925	954	975	1,000		11.5%
Total		82,265	85,553	88,455	91,019	95,755		16.4%
Net Position		\$ (2,810)	\$ (3,097)	\$ (3,393)	\$ (3,248)	\$ (4,234)		
Tax Rate		\$ 19.36	\$ 20.11	\$ 20.93				
Cumulative Deficit	FY16-20	\$ (16,782)						
Reserves avail FY16 Use		11,330						

Current Scenario POV

Revenue		83,458	87,169	89,830	92,386	94,453	98,040	17.5%
Expense		33,566	32,700	33,476	34,041	35,023	36,021	7.3%
Town								
ABRSD		53,245	55,856	55,332	57,580	60,448	62,756	17.9%
MM		897	925	954	975	1,000	1,025	14.3%
Total		87,708	89,482	89,762	92,596	96,470	99,802	13.8%
Net Position		(4,251)	(2,313)	68	(210)	(2,018)	(1,763)	
Tax Rate		\$ 19.38	\$ 20.12	\$ 20.19	\$ 20.23	\$ 20.18	\$ 20.27	
Cumulative Deficit	FY17-21	(6,235)						

Current Scenario Current plan extended

Revenue		83,458	87,169	89,830	92,386	94,453	98,040	17.5%
Expense		33,363	32,756	35,081	36,031	37,308	36,614	9.7%
Town								
ABRSD		53,475	56,124	58,429	60,200	62,607	65,699	22.9%
MM		897	925	954	975	1,000	1,025	14.3%
Total		87,735	89,805	94,464	97,206	100,916	103,338	17.8%
Net Position		(4,277)	(2,636)	(4,634)	(4,821)	(6,463)	(5,298)	
Tax Rate		\$ 19.38	\$ 20.12	\$ 20.19	\$ 20.23	\$ 20.18	\$ 20.27	
Cumulative Deficit	FY17-21	(23,851)						

Results

Scenario: POV

	FY15P	FY16	FY17	FY18	FY19	FY20	FY21	Ave Ann %
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FY 15-21

	Tax Levy (excluding debt)	70,451	73,348	77,089	79,657	82,352	85,082	87,897	4.1%
	State Aid- Town	1,194	1,476	1,506	1,536	1,566	1,598	1,630	6.1%
	Local Receipts	5,170	4,800	4,800	4,884	4,900	4,950	4,950	-0.7%
	Excluded Debt	3,870	3,834	3,775	3,753	3,567	2,083	2,083	
	Override	0	0	0	0	0	0	0	
	Debt Capital Override					0	740	1,480	
	Total Revenues (including debt)	80,684	83,458	87,169	89,830	92,386	94,453	98,040	3.6%
			3.44%	4.45%	3.05%	2.84%	2.24%	3.80%	
TOWN	Town Expense								
	Total Compensation	21,285	21,760	22,516	23,095	23,620	24,162	24,720	2.7%
	Capital	311	320	330	333	337	340	343	1.7%
	New Debt Service				0	0	400	800	
	All Other	9,655	11,486	9,854	10,048	10,084	10,521	10,959	2.2%
	Walker Purchase								
	Town Expense	31,252	33,566	32,700	33,476	34,041	35,023	36,021	2.5%
	% Increase		7.41%	-2.58%	2.37%	1.69%	2.88%	2.85%	
Schools	Regional Revenue	13,584	12,906	13,164	13,427	13,696	13,970	14,249	0.8%
	ARRSD Expense								
	Total Compensation	60,368	62,630	65,947	67,787	69,594	71,279	73,014	3.5%
	Capital and One-Time Expenses	710	335	753	761	768	776	784	1.7%
	SPED Tuition & Transportation	7,589	7,812	8,202	8,578	8,973	9,387	9,821	4.9%
	New Debt Service				0	0	400	800	
	All Other	6,892	9,060	10,118	7,173	7,219	7,666	8,114	3.0%
	Total AB	75,559	79,837	85,020	84,299	86,555	89,108	91,734	3.6%
	% Increase	#DNV/0!	5.66%	6.49%	-0.85%	2.68%	2.95%	2.95%	
	Action's %	84.00%	84.56%	85.00%	85.30%	85.50%	85.80%	85.70%	
	Action's Share	63,470	67,510	70,670	70,305	72,398	74,843	77,005	3.6%
	Expense Less Revenue	\$ 49,886	\$ 54,604	\$ 57,505	\$ 56,877	\$ 58,702	\$ 60,873	\$ 62,756	4.3%
	Cost Shift	(1,067)	(1,359)	(1,649)	(1,545)	(1,122)	(425)	0	
	ABRSD Assessment	\$ 48,819	\$ 53,245	\$ 55,856	\$ 55,332	\$ 57,580	\$ 60,448	\$ 62,756	4.8%
	% Increase		9.07%	4.90%	-0.94%	4.06%	4.98%	3.82%	
	Minuteman	760	897	925	954	975	1,000	1,025	5.8%
	% Increase		18.03%	3.12%	3.14%	2.20%	2.56%	2.50%	
	Total Spending and Assessments	80,830	87,708	89,482	89,762	92,596	96,470	99,802	3.9%
	% Increase		8.51%	2.02%	0.31%	3.16%	4.18%	3.45%	
Reserves	Net Position before Reserves	(146)	(4,251)	(2,313)	68	(210)	(2,018)	(1,763)	
	Town	0	4,082	2,013	0	210	2,018	1,763	
	School	252	169	300	0	0	0	0	
		252	4,251	2,313	0	210	2,018	1,763	
	Net Position after Reserves	106	0	0	68	(0)	0	0	
	Total Reserves End of Year	10,330	8,579	6,966	7,666	7,806	5,809	4,396	
	% of Spending	13%	10%	8%	9%	8%	6%	4%	
Tax Rate		\$ 19.40	\$ 19.38	\$ 20.12	\$ 20.19	\$ 20.23	\$ 20.18	\$ 20.27	

Scenario: Current plan extended

	FY15P	FY16	FY17	FY18	FY19	FY20	FY21	Ave Ann %
FY 15-21								
Tax Levy (excluding debt)	70,451	73,348	77,089	79,657	82,352	85,082	87,897	4.1%
State Aid- Town	1,194	1,476	1,506	1,536	1,566	1,598	1,630	6.1%
Local Receipts	5,170	4,800	4,800	4,884	4,900	4,950	4,950	-0.7%
Excluded Debt	3,870	3,834	3,775	3,753	3,567	2,083	2,083	
Override	0	0	0	0	0	0	0	
Debt Capital Override					0	740	1,480	
Total Revenues (including debt)	80,684	83,458	87,169	89,830	92,386	94,453	98,040	3.6%
		3.44%	4.45%	3.05%	2.84%	2.24%	3.80%	
TOWN								
Town Expense								
Total Compensation	21,285	21,897	22,564	23,254	23,968	24,705	25,468	3.3%
Capital	311	158	160	161	163	164	166	-7.8%
New Debt Service				0	0	400	800	
All Other	9,655	11,308	10,033	11,665	11,901	12,439	10,980	2.3%
Walker Purchase								
Town Expense	31,252	33,363	32,756	35,081	36,031	37,308	36,614	2.9%
% Increase		6.75%	-1.82%	7.10%	2.71%	3.55%	-1.86%	
Schools								
Regional Revenue	13,584	12,906	13,164	13,427	13,696	13,970	14,249	0.8%
ARRSD Expense								
Total Compensation	60,368	64,763	66,819	68,947	71,449	74,046	76,742	4.5%
Capital and One-Time Expenses	710	335	338	342	345	349	352	-8.4%
SPED Tuition & Transportation	7,589	7,734	8,088	8,459	8,848	9,256	9,684	4.6%
New Debt Service				0	0	400	800	
All Other	6,892	7,277	10,089	10,182	8,977	7,974	8,389	3.6%
Total AB	75,559	80,109	85,335	87,930	89,620	91,625	95,168	4.3%
% Increase	#DIV/0!	6.02%	6.52%	3.04%	1.92%	2.24%	3.87%	
Acton's %	84.00%	84.56%	85.00%	85.30%	85.50%	85.80%	85.70%	
Acton's Share	63,470	67,740	70,937	73,401	75,018	77,002	79,948	4.3%
Expense Less Revenue	\$ 49,886	\$ 54,834	\$ 57,773	\$ 59,974	\$ 61,322	\$ 63,032	\$ 65,699	5.3%
Cost Shift	(1,067)	(1,359)	(1,649)	(1,545)	(1,122)	(425)	0	
ABRSD Assessment	\$ 48,819	\$ 53,475	\$ 56,124	\$ 58,429	\$ 60,200	\$ 62,607	\$ 65,699	5.8%
% Increase		9.54%	4.95%	4.11%	3.03%	4.00%	4.94%	
Minuteman	760	897	925	954	975	1,000	1,025	5.8%
% Increase		18.03%	3.12%	3.14%	2.20%	2.56%	2.50%	
Total Spending and Assessments	80,830	87,735	89,805	94,464	97,206	100,916	103,338	4.6%
% Increase		8.54%	2.36%	5.19%	2.90%	3.82%	2.40%	
Reserves								
Net Position before Reserves	(146)	(4,277)	(2,636)	(4,634)	(4,821)	(6,463)	(5,298)	
Town	0	4,082	2,336	4,634	2,683	250	250	
School	252	195	300	0	0	100	100	
	252	4,277	2,636	4,634	2,683	350	350	
Net Position after Reserves	106	(0)	(0)	0	(2,138)	(6,113)	(4,948)	
Total Reserves End of Year	10,330	8,553	6,617	2,683	350	470	470	
% of Spending	13%	10%	7%	3%	0%	0%	0%	
Tax Rate	\$ 19.40	\$ 19.38	\$ 20.12	\$ 20.19	\$ 20.23	\$ 20.18	\$ 20.27	

Assumptions

Decisions Scenarios POV	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21
Revenues								
Tax Levy								
Annual Increase	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
New Growth	0.00%	0.00%	-14.00%	0.00%	2.50%	2.50%	2.50%	2.50%
Overlay	0.00%	0.00%	0.00%	-7.10%	0.00%	0.00%	0.00%	0.00%
Operating Override				0.00%	0.00%			
Capital Debt Exclusion Override					\$ -		\$ 740	\$ 1,480
State Aid								
Cherry Sheet	2.00%	2.00%	1.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Regional Revenue (Acton Share)	2.00%	2.00%	1.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Local Receipts								
Excise Taxes	1.50%	1.50%	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Fees	2.00%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Interest Income	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Expenses								
Salaries								
Salaries - Police	2.00%	2.00%	2.75%	2.50%	2.00%	2.00%	2.00%	2.00%
Salaries - Fire	2.00%	2.00%	2.75%	2.50%	2.00%	2.00%	2.00%	2.00%
Salaries - Other Municipal	2.00%	2.00%	2.75%	2.50%	2.00%	2.00%	2.00%	2.00%
Health Insurance	7.00%	7.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Fringes Other (incl Pension)	3.00%	3.00%	5.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Capital and One-Time Expenses	3.00%	3.00%	3.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Included Debt Service	0.00%	0.00%	18.00%	18.00%	0.00%	0.00%	0.00%	0.00%
Utilities, Gas & Diesel	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
All Other	2.00%	2.00%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%
OPEB	\$500	\$800	\$600	\$600	\$600	\$600	\$600	\$600
AB								
Salaries - Teaching	2.50%	2.50%	4.00%	2.50%	2.50%	2.00%	2.00%	2.00%
Salaries - Other Education	2.50%	2.50%	2.00%	2.50%	2.00%	2.00%	2.00%	2.00%
Health Insurance	7.00%	7.00%	10.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Fringes Other (incl Pension)	3.00%	3.00%	33.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Capital and One-Time Expenses	3.00%	3.00%	3.00%	1.00%	1.00%	1.00%	1.00%	1.00%
SPED Tuition & Transportation	3.00%	3.00%	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Other Student Transportation	2.50%	2.50%	4.90%	1.50%	1.50%	1.50%	1.50%	1.50%
Utilities, Gas & Diesel	3.00%	3.00%	3.00%	1.00%	1.00%	1.00%	1.00%	1.00%
All Other	2.00%	2.00%	0.30%	0.30%	0.30%	0.00%	0.00%	0.00%
OPEB	\$500	\$800	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400
Unspecified		\$1,600	\$3,000					
Minuteman								
			3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
			\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400
Capital Town				0		\$	5,000	\$ 5,000
Capital AB							\$5,000	\$5,000

Decisions Scenarios

Current plan extended

Revenues

Tax Levy

	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21
Annual Increase	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
New Growth	0.00%	0.00%	-14.00%	0.00%	2.50%	2.50%	2.50%	2.50%
Overlay	0.00%	0.00%	0.00%	-7.10%	0.00%	0.00%	0.00%	0.00%
Operating Override				0.00%	0.00%	0.00%	0.00%	0.00%
Capital Debt Exclusion Override					\$ -	\$ -	\$ 740	\$ 1,480

State Aid

Cherry Sheet	2.00%	2.00%	1.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Regional Revenue (Acton Share)	2.00%	2.00%	1.00%	2.00%	2.00%	2.00%	2.00%	2.00%

Local Receipts

Excise Taxes	1.50%	1.50%	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Fees	2.00%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Interest Income	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Expenses

Salaries

Salaries - Police	2.00%	2.85%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Salaries - Fire	2.00%	2.75%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Salaries - Other Municipal	2.00%	1.07%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Health Insurance	7.00%	4.60%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Fringes Other (incl Pension)	3.00%	8.90%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Capital and One-Time Expenses	3.00%	-49.20%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Included Debt Service	0.00%	-19.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

				400	1900	2000	2000	
Utilities, Gas & Diesel	3.00%	7.80%	0.00%	1.00%	1.00%	1.00%	1.00%	1.00%
All Other	2.00%	1.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
OPEB	\$500	\$800	\$600	\$600	\$600	\$600	\$600	\$600

AB

Salaries - Teaching	2.50%	4.00%	3.00%	3.00%	3.50%	3.50%	3.50%	2.50%
Salaries - Other Education	2.50%	2.20%	3.00%	3.00%	3.50%	3.50%	3.50%	2.00%
Health Insurance	7.00%	15.80%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Fringes Other (incl Pension)	3.00%	47.00%	1.00%	1.00%	2.00%	2.00%	2.00%	2.00%
Capital and One-Time Expenses	3.00%	-52.80%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
SPED Tuition & Transportation	3.00%	1.50%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Other Student Transportation	2.50%	5.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Utilities, Gas & Diesel	3.00%	17.20%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
All Other	2.00%	6.00%	0.30%	0.30%	2.00%	2.00%	2.00%	0.00%
OPEB	\$500	\$800	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400
			\$2,800	\$2,800	\$1,500			

Minuteman			3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
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OPEB Split

Acton Municipal			\$532	\$532	\$532	\$532	\$532	\$532
ABRSD			\$868	\$868	\$868	\$868	\$868	\$868
			\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400

Capital Town				0		\$	5,000	\$ 5,000
Capital AB							\$5,000	\$5,000