Acton-Boxborough Regional School Committee Meeting

June 4, 2020

7:00 p.m.

Via zoom webinar:
https://abschools.zoom.us/j/95248771505

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC)
MEETING AGENDA Revised*

Virtual Public Zoom Webinar Meeting — June 4, 2020
To attend: https://abschools.zoom.us/j/95248771505 — 7:00 p.m.
To call in: 312 626 6799
Live streaming: https://youtu.be/VNjvpgqdo98

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1. **Call to Order** *(7:00)*

2. **OPEN MEETING**
   2.1. Chairman's Welcome
      2.1.1. Annual Spring Town Elections Results
         - Welcome Boxborough Members – Evelyn Abayaah-Issah & Tessa McKinley
         - Boxborough Annual Town Meeting will be June 22. Acton Town Meeting will be June 29.
   2.2. Public Participation – *Please use "Hand Raise" feature to participate (do not use the "Chat")*
   2.3. High School Student Representatives Update

3. **PRESENTATION** *(7:10)*
   3.1. **Acton-Boxborough Student Activities Fund (ABSAF) Donation of $60,000 – VOTE –** *Marie Altieri*
   3.2. **School Closure Update** – *Peter Light (brought to meeting)*
      3.2.1. Congratulations to our New Retirees!

4. **NEW BUSINESS** *(7:30)*
   4.1. **Policy Subcommittee** – *Amy Krishnamurthy (6/1)*
      4.1.1. Graduation Requirements, File: IKF, **Third Read** – **VOTE** - *Deborah Bookis*
      4.1.2. **Second Reads** – **VOTE** – *Amy Krishnamurthy*
         4.1.2.1. Use of Facilities, File: KF
         4.1.2.2. Policy Development, File: BG
         4.1.2.3. Annual Organizational Meeting, File: BDA
            4.1.2.3.1. NEW: Annual Organizational Meeting procedures, File: BDA-R- **VOTE***

5. **ONGOING BUSINESS** *(8:00)*
   5.1. **Approval of ABRSC Meeting Minutes** of 5/21/2020
   5.2. **EDCO Collaborative Financial Update – VOTE-** *Peter Light*
   5.3. **Budget Update –** *Dave Verdolino*
      5.3.1. FY21 Budget Update and Town Meeting Prep (*oral*)
   5.4. **Subcommittee and Member Reports**
      5.4.1. School Building Committee Update –*Peter Light*
         5.4.1.1. Approval of the Project Funding Agreement for the Douglas-Gates Elementary School Project - **VOTE**
         5.4.1.2. Minutes of meeting on 5/13/20
      5.4.2. Acton Leadership Group (ALG) –*Diane Baum (6/4)*
      5.4.3. Acton Finance Committee – *Peter Light (5/28)*
      5.4.4. Budget Subcommittee – *Diane Baum (6/2)*
      5.4.5. Health Insurance Trust – *John Petersen (5/28)*

6. ***Recommendation to Accept Anonymous Donation of Personal Coverage Material to the ABRSD – VOTE –** *Peter Light*
7. **Statement of Warrants and Recommendation to Approve – VOTE –** *Tessa McKinley*
8. **FYI**
9. **Adjourn** *(8:30)*

For Your Information

- Boxborough Annual Town Meeting Warrant for 6/22/20 may be found at:
  - https://www.boxborough-ma.gov/home/news/annual-town-meeting-postponed-until-june-15
- Acton Finance Committee Point of View, *May 2020*
- This Month in the Division of Open Government: https://mailchi.mp/b50540728245/this-month-in-the-division-of-open-government-1536854?e=301f2ba8d8
- MA Foreign Language Association Poster of the Year and Contest Results
- AB Leadership Statement Regarding Racial Protests, 6/2/20

Public Participation

Per policy BEDH, members of the public may speak for up to 3 minutes on items not included on this agenda. Comments regarding items on the agenda should be made during that part of the meeting. Typically, the Committee/Administration will not respond to comments during public participation.

NEXT MEETINGS:

- June 18 – ABRSC Meeting at 7:00 p.m.
- Wednesday, July 1 – ABRSC Meeting at 7:00 p.m.

Posted on 5/29/20 at 5:00 p.m.
*Reposted on 6/2/20 at 5:00 p.m. to add "VOTE" to 4.1.2.3.1 New Procedures
and to add 6. Vote to Accept Donation

Please join the

Acton-Boxborough Regional School District

and the

Acton-Boxborough Education Association

in congratulating our

2020 Retirees

Eileen Barnett
Cheryl Breslin
Lisa Dahill
Lauren Grady
Lynne Kondracki
Barbara Maglione
Nancy May
Diana McNicholas
Mari Ann Neagle
Lisa Owen
Johanna Pyle
Penny Staniunas

Robert Barry
Cathy Cadogan
Kathy Daniel
George Haras
Priscilla Kotyk
Heather Makris
Betty Mazzone
Leslie Morgan
Bill Noeth
Debbie Pelley
Martha Sheridan
Mary White

File: IKF

GRADUATION REQUIREMENTS

Readings: 4/16/20, 5/7/20, 5/21/20
Draft from policy subcommittee on 5/14/20

The ABRSD graduation requirements represent the expectations that we have for our students to leave ABRHS prepared to pursue their post-secondary goals. The School Committee supports the actions of the Acton-Boxborough Regional School District to more closely align its graduation requirements with MassCore's recommendations, and we endorse MassCore's program tenets that middle and high schools develop a broad range of courses that interest and engage students.

All Acton-Boxborough Regional High School students must meet the following minimum requirements to graduate and receive a diploma:

Passing grades in:

- Four years of English
- Three years of social studies (one of which must be U.S. History)
- ~~Two~~ Three years of science (one of which must be biology)*
- ~~Two~~ Three years of mathematics*
- Two years of a world language (students may be eligible for a waiver through an appeals process)*
- Fitness for Living (1 year alternate days)
  This course includes two terms of Health Education and two terms of physical education.
- Three semesters of physical education over the next three years (10, 11 & 12)
- Academic elective requirement - one additional year of English, social studies, math or science, or a third year of a world language.
- One semester of Communication Arts, Industrial Arts, Performing Arts or Visual Arts~~, beginning with the Class of 2016~~.

All students must take and pass the Massachusetts Comprehensive Assessment System (MCAS) tests in order to qualify for a high school diploma. These tests are given at the high school beginning in the spring of sophomore year. Thereafter, they are administered at least twice a year.

All students new to the state of Massachusetts should contact their counselor as soon as possible for additional information and to be sure that they are signed up to take the MCAS tests at the next appropriate administration.

Credit Requirements
One hundred credits are required for graduation.

*These changes would take effect with the Class of 2025.

REF: ***MassCore FAQs* and *MassCore for Parents/Guardians* at**
http://www.doe.mass.edu/ccte/ccr/masscore/

Revised: 5/3/12, 11/16/17

Approved: TBD

File: KF

USE OF SCHOOL FACILITIES

First Read 5/21/20

The Acton-Boxborough Regional School District is the caretaker of the District's properties and facilities for the towns of Acton and Boxborough. The School Committee is pleased to have public facilities enjoyed by Acton and Boxborough community members when the properties are not in use by the schools.

The Superintendent's office, through Community Education, shall schedule and manage the use of the District's properties according to the procedures attached to this policy as they may be amended from time to time.

~~The Lower Fields are managed outside of school hours by the Friends of Leary Field, Inc., d/b/a Friends of the Lower Fields.~~

approved by ABRSC 12/4/14, 10/6/11, APSC 11/17/11

File: BG

SCHOOL COMMITTEE POLICY DEVELOPMENT

First Read 5/21/20

According to Massachusetts General Laws Chapter 71, Section 37, the School Committee "shall establish educational goals and policies for the schools in the district. The policies will be consistent with the requirements of law and statewide goals and standards established by the Board of Education."

Policies and/or revisions may be proposed by any member of the Committee, any member of the public, or ~~and~~ any member of the staff. The Policy Subcommittee will consider requests to add new policies or review and revise existing policies. ~~The Superintendent shall have the responsibility of recommending policies for adoption and/or revisions of existing policies.~~ All ~~These~~ policies shall be in the form of general principles and statements of intent. The Superintendent is responsible for developing ~~the~~ procedures to ensure implementation of all ~~the~~ School Committee policies.

After review by the Policy Subcommittee, ~~T~~the School Committee shall have at least two readings of any proposed policy or ~~/~~revision to allow for input from all interested parties. A vote shall not be taken before ~~after on~~ the second reading. Notwithstanding the forgoing, when immediate action is necessary, the School Committee may hold a vote to approve a proposed policy or revision after the first read. ~~Only under emergency conditions will a policy be adopted on the first reading.~~

The Committee shall periodically review policies to ensure that they remain harmonious with the goals of the District and comply with all applicable laws and regulations. ~~maintain their timeliness and relevance.~~ The Policy Subcommittee may correct errors in punctuation, spelling and typographical errors with notice to the Committee but without the requirement of a second read or a vote.

The District will post all policies on its website.
~~Policies will be available to the public by being posted on the District website.~~

CROSS REFS: BGF, Suspension of Policies
CH, Policy Implementation

Approved: 12/12/13

File: BDA

SCHOOL COMMITTEE ANNUAL ORGANIZATIONAL MEETING
First Read 5/21/20

Acton-Boxborough Regional School Committee members are elected at each town's annual election. Newly elected School Committee members will begin to serve on the School Committee once they have been sworn in by their respective towns.

At the first regularly scheduled School Committee meeting after all new members have been sworn in, the School Committee shall organize by nominating and voting for officers. ~~The annual organizational meeting for the Acton-Boxborough Regional School Committee shall be held each year at the first meeting following the completion of the Acton and Boxborough annual town meetings and elections. At this meeting, the Committee shall organize by electing~~The committee shall elect one of its members to be the~~as~~ chairperson, one vice-chairperson from Acton, one vice-chairperson from Boxborough. They shall also vote to appoint~~, and~~ a secretary and a Treasurer who do~~es~~ not need to be ~~a~~ members of the Committee.

The newly-elected Chairperson and Vice-chairs shall begin their terms on August 1st, at which time the current Chairperson and Vice-chairs' terms shall officially end. The interim period between the annual organizational meeting and August 1st shall be designated as a transitional period.

REF: ABRSD Regional Agreement, effective July 1, 2014

Approved 5/21/15, 5/23/19

File: BDA

SCHOOL COMMITTEE ANNUAL ORGANIZATIONAL MEETING
First Read 5/21/20
DRAFT CLEAN VERSION for Second Read 6/4/20

Acton-Boxborough Regional School Committee members are elected at each town's annual election. Newly elected School Committee members will begin to serve on the School Committee once they have been sworn in by their respective towns.

At the first regularly scheduled School Committee meeting after all new members have been sworn in, the School Committee shall organize by nominating and voting for officers. The committee shall elect one of its members to be the chairperson, one vice-chairperson from Acton, one vice-chairperson from Boxborough. They shall also vote to appoint a secretary and a Treasurer who do not need to be members of the Committee.

The newly-elected Chairperson and Vice-chairs shall begin their terms on August 1st, at which time the current Chairperson and Vice-chairs' terms shall officially end. The interim period between the annual organizational meeting and August 1st shall be designated as a transitional period.

REF: ABRSD Regional Agreement, effective July 1, 2014

Approved 5/21/15, 5/23/19

File: BDA-R

SCHOOL COMMITTEE ANNUAL ORGANIZATIONAL MEETING

DRAFT procedures

1. At the first meeting after new members have been sworn in, the current Chairperson will invite members to nominate another member or themselves as candidates to serve as the next Chairperson.

2. Once all candidates have been identified, the Chairperson will declare that nominations are closed. Each committee member will then complete a paper ballot, with their name on it, indicating their first choice for Chairperson. Ballots will be submitted to the Secretary for counting according to the Regional Agreement. The Candidate with the most weighted votes will be declared the new Chairperson. Individual ballots will be recorded in the meeting minutes.

3. The Chairperson will follow the same process to elect a Vice-Chairperson from Acton and a Vice-Chairperson from Boxborough.

4. The new Chairperson and Vice-Chairpersons will take office on August 1 per the policy.

5. Per the Regional Agreement, a Secretary and a Treasurer will be appointed by a vote of the Committee.

June 1, 2020

File: BDA-R

SCHOOL COMMITTEE ANNUAL ORGANIZATIONAL MEETING

DRAFT procedures 6/4/20

1. Nominations
   At the first meeting after new members have been sworn in, the current Chairperson will open the floor for nominations and invite members to nominate another member or themselves as candidates to serve as the next Chairperson. A second is not needed for a nomination. -Once all candidates have been identified, the Chairperson will ask for a motion to declare that nominations are closed.

2. Discussion
   At the chair's discretion, each nominee will be given an opportunity to speak to (or decline) their nomination. Members may speak in support of a candidate. When discussion is complete, the Chairperson will call for a vote.

3. Voting
   If there is a single candidate, voting will be by voice and a candidate will be elected by a majority of the committee vote. If there are multiple candidates, ~~E~~each committee member will then complete a paper ballot, with their name on it, indicating their first choice for Chairperson~~.~~ Members will not leave the room during the election. The Chairperson will ask if everyone has voted and if they have, the Chairperson will declare that the polls are closed. Ballots will be submitted to the Secretary for counting according to the Regional Agreement.

~~3.~~4. The Candidate with the most weighted votes will be declared the new Chairperson unless no candidate receives a majority vote*. If no one receives a majority vote for the position, members must keep voting until someone is elected. Discussion is allowed between each vote. Individual ballots will be recorded in the meeting minutes.

~~4.~~5. The Chairperson will follow the same process to elect a Vice-Chairperson from Acton and a Vice-Chairperson from Boxborough.

~~5.~~6. The new Chairperson and Vice-Chairpersons will take office on August 1 per the policy.

~~6.~~7. Per the Regional Agreement, a Secretary and a Treasurer will be appointed by a vote of the Committee.

*A majority vote means that more than half of those voting approve a motion. More specifically, it means that more than half of the votes cast by persons legally entitled to vote at a properly called meeting with a quorum present approve a motion. Blank ballots or abstentions do not count. By this definition, those voting - not necessarily those present - determine the majority.

REF: Acton-Boxborough Regional Agreement, effective July 1, 2014
Robert's Rules of Order, Newly Revised, https://www.kidlink.org/docs/RobertRules/toc.html

The Law of Order

A Resource on Parliamentary Procedure & the Law

Bradley CELEBRATING 150 1870 - 2020

4 Things Most People Don't Know About Nominations

By Sarah E. Merkle on September 3, 2019

If you make a list of problem-causing parliamentary procedure events, nominations and elections will be near the top. For some reason, groups tend to wait until an election is contested or has "gone wrong" and then check to see what *Robert's Rules* says.

Here's a tip – if your group has elections coming up, pull out your bylaws and see what they say about the nomination and election process. Then get out *Robert's Rules* (or peruse the nomination and election posts on this blog) and educate yourself a bit. Odds are, you'll learn a few tidbits that will make the process smoother. Here are a few to get you started.

1. Nominations don't need a second.

That's right. Almost everything in **parliamentary procedure** land needs a second, and **here's why**. But nominations don't. That's because every member has a right to make a

nomination (unless the bylaws limit it, of course). And because every member has a right to make a nomination, we don't need another member to **legitimize it with a second**.

I'm guessing your mind is thinking of organizations where you've heard a "seconding speech" after a nomination is made. Often this happens so that two people (the nominator and the "seconder") can speak to the qualifications of a candidate. There's nothing objectively wrong with this practice, of course. Just know that *Robert's Rules* doesn't require it.

2. You must always take nominations from the floor.

Robert's Rules says that you must always ask for nominations from the floor unless your bylaws explicitly say that you don't. You might have a nominating committee. That's great. But unless your bylaws say something like "no nominations from the floor," you have to take the committee's report and then give everyone else an opportunity to add to it via nominations from the floor. And, if you're **voting by ballot**, you need to include a place where members can write-in whomever they'd like. It's *Robert's Rules* way of protecting democracy and giving everyone their say about who is elected. If this bothers you, just make sure your **bylaws** or **special rules** clearly say that nominations from the floor aren't allowed.

3. If only one person is nominated, you can elect them by acclamation.

To **elect by acclamation** means to elect with a loud expression of approval – like clapping. Unless your bylaws say that you have to **use a ballot**, you can elect by acclamation when only one person is nominated for an office. It's a huge timesaver for organizations that have an uncontested slate.

4. Nominating committee members can also be nominated themselves.

I've learned that nominating committee members feel a strange necessity to project humility when nominations and elections roll around. They back away from being a nominee if they're on the nominating committee, and they're afraid to vote for themselves if they're a candidate. Neither of these approaches is necessary or proper. Prohibiting nominating committee members from running for office themselves is an unnecessary penalty for being on the committee and could be used strategically to

disqualify certain qualified members from potential candidacy. If you're a qualified and willing candidate, you should seriously consider running. Don't let a stint on the nominating committee prevent you.

The Law *of* Order

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

Virtual Public Zoom Webinar Meeting
To attend: https://abschools.zoom.us/j/95248771505
To call in: 312 626 6799
Live streaming: https://youtu.be/C5AEtAIbkF4
Executive Session is not open to the public

May 21, 2020
6:30 p.m. Executive Session
7:00 p.m. Open Business Meeting

Members Present:	Michael Bo, Adam Klein, Ginny Kremer (7:00 p.m.), Amy Krishnamurthy, Tessa McKinley, Maya Minkin, Paul Murphy, John Petersen, Nora Shine (left at 9:15 p.m.), Angie Tso
Members Absent:	Diane Baum
Others:	Marie Altieri, Deborah Bookis (7:00 p.m.), Dawn Bentley (7:00 p.m.), Peter Light, Beth Petr, Dave Verdolino (7:00 p.m.), Amy Bisiewicz (7:00 p.m.), Heather Haines (7:00 p.m.), David Lawrence (7:00 p.m.)

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1. **Call to Order**
The ABRSC was called to order at 6:38 p.m. by Chairperson Tessa McKinley.

Due to the schools being closed as a result of the coronavirus, Tessa stated that the meeting was being conducted remotely via a Zoom webinar by 10 of the School Committee members with Diane Baum absent, per our Remote Participation policy, BEDJA. Public participation was possible via the zoom link or call in phone number. The open meeting was also recorded and being live streamed on youtube. Meetings are posted on Acton TV's website at http://actontv.org/on-demand/government. Per the remote policy, all votes were done by roll call with each member stating their vote after the Chairperson called their name.

2. **EXECUTIVE SESSION**
At 6:42 p.m., the Chair stated the need for an executive session to be convened under M.G.L. c. 30A, sect. 21(a)(7) to comply with a general law, to wit, M.G.L. c. 268A, sect. 23(c)(2) AND M.G.L. c. 30A, sect. 21(a) purpose 7 to comply with or act under the authority of, any general or special law or federal grant-in-aid requirements - M.G.L. c. 30A, sect. 22(f) to consider approval of the executive session minutes of April 30, 2020. She stated that the Committee would return to open meeting at approximately 7:00.

Amy Krishnamurthy made the motion, Adam Klein seconded and it was unanimously,
VOTED by Roll Call. (YES: Bo, Klein, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Shine, Tso)

3. **OPEN MEETING**
At 7:00 p.m., the Committee returned to open meeting.

3.1. Chairman's Welcome
- Annual Spring Town Elections will be held on June 2 - Citizens are being urged to vote early by mail to avoid gathering at the polls. Please see the town websites for details.
- Boxborough Annual Town Meeting will be June 22. Acton Town Meeting will be June 29.

3.2. Public Participation - *none*

3.3. High School Student Representatives Update
Charles Wang and Michael Cheng reported that things are running at a much smoother pace. They noted that the teachers and staff deserve thanks and recognition for their efforts. In particular, teachers are gathering a lot of feedback about how to make zoom learning a better experience next time. As a senior,

Michael thanked everyone, in the school and larger community, for acknowledging and responding to the seniors' end of the year. The usual election of next year's School Committee reps has not been held. Tessa and the Superintendent thanked Michael for his years of service to the Committee and wished him well.

4. **PRESENTATION**

4.1. **School Closure Update** – *Peter Light*

Thanking District Management Group (DMG) for their assistance and ongoing consultation, Mr. Light shared his thinking about reopening of the schools. He described the current phase as "digging into the yeoman's part of the work to reopen". DESE guidance is not expected until late June at best. He predicted a "prolonged period of modified school structures" and expects it to take significant time to "recover lost learning". AB plans to use a Public-Health Informed Approach that could include modified on-campus time, distance learning and a hybrid model. Team framework will include a Steering Committee made up of four working groups: School/District Operations, Human Resources/Finance, Instructional Core/SEL, and Stakeholders/Communication.

While traditional school planning takes 12-18 months to initiate and implement a change, the "agile" plan needed today calls for 100 days of initial planning/implementation followed by another 100 days of monitoring and improving. A School Committee member is needed on the Steering Committee as well as one for the Stakeholders and Communication Working Group. Steering plans to meet weekly starting now until the Fall. Working Group will meet twice a week.

Committee discussion included:

- Great plan but a significant commitment by lots of people in the district. What will you take off their plates to focus on this critical work? Mr. Light responded that unfortunately there is little that can be removed, but he wants to be sure that administrators get a break over the summer. They might team up with other districts for discussions so brainstorming is broader.
- We might need to consider adding more incremental phases to the second 100 days because the virus could return very quickly and we would have to adjust.
- The budget includes covid-related expenses like deep cleaning of the buildings and equipment to maintain student health. Some of the cost of work required to bring students back and distance learning expenses may be reimbursed by the federal CARES Act.
- Will the Parent Communication Map be updated given the new communication channels? Maybe, the Communications Group will plan this. One of their first jobs will be to create a survey to capture what people are worried about right now. Members will code the input and feedback.
- The Superintendent was urged to "find the minimal viable product" in business terms, because we don't know what the roadblocks will be. Mr. Light agreed referring to the quote regarding agile planning that "perfect is the enemy of the good".
- This framework has our equity core values built in. This was difficult when we closed the school. Mr. Light noted that the district was cited by the state specifically for how our plans addressed equity. Deborah Bookis added that representation from all groups were included from the beginning to get all of the different perspectives. A great outcome is that teachers are learning the universal design for learning (UDL) framework and with lots of different tools from the beginning. All activities are accessible for all of our students.
- When school reopens, how will we do social distancing with the students? We are working on that but there are many things to consider. We are looking at how other countries have done it, schedules, desk arrangements, etc. for possible best practices. State guidance will be needed but is not expected until end of June. The big unknown is that everything keeps changing.

Mr. Light's current thinking is that we need to have a good distance learning plan and plan to be on campus some of the time in the fall. The state may decide on one model for everyone when school starts, but this is his gut feeling. One consideration is that our staff doesn't all live in Acton and Boxborough so our schedule

has to synch with other districts and some kind of coordination is needed. Administrators have talked about identifying the areas that we can control and be sure to plan for those first. For example, we can control the teaching and learning, but don't know when we will return to campus.

Committee members who are interested in volunteering for one of the two new groups should contact Tessa. When asked if a new member who won't be sworn in until July could volunteer, Mr. Light said that he would defer that question to the School Committee.

4.2. **K-8 Mathematics 2020-2021**– *Deborah Bookis, Heather Haines, David Lawrence*
The staff is looking forward to having one program that will build grade-level understandings/equitable learning experiences for our K-8 students. It fits extremely well with AB's core values of wellness, equity and engagement and our district goals of inclusive practices and Social Emotional Learning. Illustrative Mathematics (IM) is one of the highest rated math programs. As an open source product, it is free (except for consumables and optional online resources). IM "shines" in how accessible it is for students and how useable it is for teachers.

Committee discussion included:

- Members were very excited about this new program.
- When asked why it is free, it was explained that a nonprofit called Open Up Resources creates open source resources for schools so the schools can spend their money on professional learning. They put out a call for math curriculum and IM won the bid in part because they are also a nonprofit.
- A member liked the unified content across all of the schools, but given that each of our elementary school has their own culture, he asked if there is a way for schools to customize the program to keep their own culture. Deborah confirmed that the program does lend itself to this type of variation.
- The core program provides high quality materials so the teacher can think about how to teach it to his/her own students. Teachers make the educational decisions based on knowing their kids.
- The program incorporates things from other programs too so teachers see some that are familiar.
- The flexibility that is built in to accommodate learning styles is great, but you also need an organizational structure for all schools to be sure you have equitable resources to meet kids' needs.
- Abstract thinking in math was considered. Different aged kids have different abilities in this area. We want kids to think deeply about math and IM does that. The example members were given had 4 right answers, but they had to explain why they chose the right answer that they did.
- For a future meeting, how do you take a common tool like this and adjust it to different students' paces and learning styles? Instead of learning styles, Deborah preferred to think about what the students' strengths are and how we can support them. In her opinion, it is a misnomer about having a style and only being taught that one way.

A member of the public asked how IM is different from the traditional method, and how it is better. Heather replied that the IM structure has students working on problems and the teacher is a facilitator. It is a way to be sure that students are getting "the big idea". IM facilitates the conversation.

4.3. **FY20 Superintendent Evaluation** – *Tessa McKinley, Peter Light*

4.3.1. Final Report on Goals

Mr. Light reported that because his mid-year update was done one week prior to the school closure on March 13th, most of his attention has been focused on immediate issues related to closure. Although he and his leadership team had hoped to be further along with work on the goals, he added updates to his mid-year report. As noted in his memo, the need for a robust system of social and emotional support will be even greater in the fall, as well as developing a system of support and unified vision for early literacy. It will be critical to engage stakeholders to build trust and consensus for what school will be like in the fall. Deborah Bookis and Dawn Bentley also commented on the important work coming up.

Not being able to complete the district strategy is one of the most frustrating things for Mr. Light. A workshop was scheduled for 3 days before the closure and because it would not work well on zoom, it

was put on hold. Because they want an equity lens on their efforts, they reached out to the Mid-atlantic Equity Consortium (MAEC) and had hoped to discuss this feedback at the workshop. This will happen after the new School Committee is in place now. We continue to work with District Management Group regarding social emotional supports to help us align our educators and be more efficient in how we support our students. Mr. Light reported that almost the entire year was spent working with our educators on evaluation. Many educators reported positive consequences and said that they were aligned. Mr. Light concluded that in his opinion, closure activities were also appropriate for members to comment on in his evaluation.

Comments from the Committee included:

- Was any kind of comprehensive assessment done about what we are doing regarding literacy, as we did for mathematics? Deborah Bookis replied that a survey did not go out but information was gathered by the subcommittee working on evidence based resources and different practices. This helped inform what recommendations going forward. Although this was done informally, they made sure to include representation from all of the schools.
- How should we think of these goals now, given the attention that needs to be paid to opening a clean school in the fall? Should they be postponed for a year? Mr. Light explained that the things we want to do in the district strategy have not changed, but how they are prioritized will have to. Previously, we planned a multi-year process regarding literacy, mathematics and social emotional work, but after the closure, this has become a number one priority. When we get to do a workshop, prioritizing our goals will be an important discussion.
- It was clarified that educator evaluation is a goal in the next strategic plan, not this year's. It was noted that we did say that increasing our teachers of color was important and we did end up hiring so many that we met the goal in the first year.
- How have we helped students deal with the impact of having to stay home due to Covid? Our counselors reach out to all students. We provide a lot of information to families and coordinate with the social workers and youth officers in both towns. These are just a few examples. A survey of community needs was given to families and anyone that mentioned a resource was forwarded to staff to connect.
- Several members talked about "labeling" kids, and asked about the district's philosophy regarding how to solve that issue - Are we trying to removing challenges, or are we helping them solve the problem? How will our kids be able to conquer the challenges they face? Dawn Bentley answered that the district does both. We want to push kids as far as possible, but at the same time provide the supports they need to access the challenge. A member added that in the age of multiple intelligences, some students perform well with certain curriculum and as a result, they do not explore other intelligences that might be valuable to them - Don't let kids self-label.

4.3.2. Public Request for Input by June 5
Tessa reminded the public and Committee members that their comments and input should be sent to her and Secretary Beth Petr at Tmckinley@abschools.org and Bpetr@abschools.org by June 5.

5. **NEW BUSINESS**

5.1. **Policy Subcommittee** – *Amy Krishnamurthy (met on 5/14/20)*

5.1.1. Graduation Requirements, File: IKF, **Third Read** – **VOTE**
This policy was postponed until the next meeting on June 4.

5.1.2. First Readings

5.1.2.1. Use of Facilities, File: KF – The Friends of Lower Field no longer do the scheduling.

5.1.2.2. Policy Development, File: BG – This would permit the policy subcommittee to make small edits such as typographical errors, title changes or a word or two without a first or second read and vote of the Committee. The Committee would be notified.

5.1.2.3. Annual Organizational Meeting, File: BDA –

This change was proposed because new Boxborough members are sworn in after the election, and Acton's members are sworn in after Annual Town Meeting ends, per the Town Charter.

Much of the previous meeting's discussion about the voting of officers was considered procedural. The policy subcommittee recommended that voting be done at one meeting, not over two, to avoid the possibility of the appearance of members campaigning, and to ensure that all discussions would be in the open meeting. Procedures will be drafted by the policy subcommittee and brought to School Committee for consideration when policy BDA is voted on June 4. Any comments or input should be sent before the meeting to Amy, Tessa and cc to Beth.

6. **ONGOING BUSINESS**

6.1. **Approval of ABRSC Meeting Minutes** of 5/7/2020

John Petersen moved, Paul Murphy seconded and it was unanimously,

VOTED by roll call: to approve the minutes of 5/7/20 as amended in the packet.
(YES: Bo, Klein, Kremer, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Tso)

6.2. **Budget Update –** *Dave Verdolino (This was taken out of order after EDCO)*

6.2.1. FY21 Recommended Budget Revisions – Possible **VOTE** to Approve*

Dave reviewed the proposed changes from the Administration. A gross adjustment of a decrease of $1,008,067 was offset by adding back $500,000 in contingency for a net recommended adjustment to the FY21 proposed budget of -$508,067. Several members commented that the $500,000 contingency was smart given all of the uncertainties that exist.

John Petersen moved, Ginny Kremer seconded and it was unanimously,

VOTED by roll call: That the total appropriation for the Acton-Boxborough Regional School District for the fiscal year July 1, 2020 through June 30, 2021 be set at $96,912,701, and that member towns be assessed in accordance with the Education Reform Law and the terms of the Regional Agreement and amendments thereto as follows:
Acton $65,584,049 (consisting of a Capital Assessment of $5,325,309 and an Operating Assessment of $60,258,741); and
Boxborough $12,123,116 (consisting of a Capital Assessment of $878,800 and an Operating Assessment of $11,244,315);
With the remainder to be accounted for by the following sources of funds:
Anticipated Chapter 70 Aid in the amount of $15,345,811,
Anticipated Chapter 71, Section 16C Transportation Aid of $2,097,225,
Anticipated Charter School Aid in the amount of $50,000,
Anticipated Medicaid Reimbursement of $250,000,
Anticipated Investment Earnings of $300,000,
Estimated Miscellaneous Revenues of $17,500, and
Transfer from E&D Reserve in the amount of $1,145,000.
(YES: Bo, Klein, Kremer, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Tso)

6.2.2. Recommendation to authorize the Superintendent, if applicable, to expend funds approved through the authorization of a so-called "one-twelfth budget" for the District by the Department of Revenue – **VOTE**

Now that Acton and Boxborough have both set Town Meetings before the end of June, this may not be needed. The deadline to apply is June 1 however, so he recommends doing it just in case.

Adam Klein moved, Ginny Kremer seconded and it was unanimously,

VOTED by roll call: to authorize the Superintendent, if applicable, to expend funds approved through the authorization of a so-called "one-twelfth budget" for the District by the Department of Revenue.
(YES: Bo, Klein, Kremer, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Tso)

6.3. **Update on the Financial Position of EDCO Collaborative –** *Peter Light (taken before Budget Update)*
Mr. Light thanked EDCO Executive Director Nadine Ekstrom for attending the meeting if there were any questions. Mr. Light shared some recent meeting discussions and concerns about EDCO regarding several districts that were withdrawing (3) or considering withdrawing from the collaborative and the financial health of the organization. One district has suggested that a vote be taken to terminate EDCO.

Although he is satisfied with how this is being handled, Mr. Light wanted to keep the Committee informed. If a district withdraws they are still financially liable for what happened while they were a member. Members discussed materials in the packet including a legal opinion from our attorney the risk to the district, and spreadsheet of EDCO Estimated Closing Costs. This spreadsheet does not account for OPEB so it is not totally complete, but a start, and shows a termination cost of $6.5M. Other things like long-term contracts would need confirming so numbers will change. If EDCO is terminated, districts would have to vote this fiscal year and terminate at the end of FY21. Our share of the liability would be in the high hundreds of thousands of dollars. Mr. Light feels we should try to support EDCO and not take on this liability at the time. An immediate danger of continuing, is an additional assessment if EDCO does not have a balanced budget. Dr. Ekstrom and her staff are doing everything they can in Mr. Light's opinion and he would prefer a risk of staying and possibly incurring a $20,000 additional assessment to a multi-hundred thousand dollar liability if we terminate.

Members asked why some districts are leaving and what the remaining ones think. Mr. Light thought most of the remaining members are supportive although some of the superintendents have to discuss it with their School Committees before speaking. He expects to know more in two weeks. Dr. Ekstrom had a similar impression and noted that EDCO has been in business for 51 years, and is the second oldest collaborative in the state. AB pays a 7.5% assessment, and is one of the largest districts in the group.

A member said that it is important to consider the value and importance of the collaborative and what it offers the students who need the services it provides. Members also attend the roundtable meetings and other opportunities that EDCO provides.

Mr. Light asked if the Committee would like this item on a future School Committee agenda for a vote to terminate or withdraw from the Collaborative. It was the sense of the Committee that they would like further discussion to decide to affirm the District's participation or withdrawal.

6.4. **Subcommittee and Member Reports**

*6.4.1.*School Building Committee Update *–Peter Light*

6.4.1.1. Minutes of meeting on 4/29/20

Geothermal wells are being tested. The Value Management Report is finalized to the appropriate amount, and to the MSBA for approval. Design development is at the MSBA for their review and comment. The work of the OPM, Architect and committee members to bring the price down without affecting the project, was commended.

6.4.2. Acton Leadership Group (ALG) *–Amy Krishnamurthy (5/20/20)*
Mr. Light shared the budget information just reported, followed by the Town's report. Next meeting is June 4. Town Meeting has now been set for June 29 with a limited agenda.

6.4.3. Boxborough Leadership Forum (BLF) – *Tessa McKinley*
BLF met on the 12th for preTown Meeting planning and details about set up for June 22.

6.4.4. Capital Improvements Subcommittee – *Adam Klein (5/11/20)*
The results of the recent bond sale were reviewed and were quite favorable. Having money now is beneficial because we can prepay some capital projects and do them this year. Redesign of the HVAC controls at Blanchard and the Jr High paving have been done. Charter Road paving is the next big project.

6.4.5. Budget Subcommittee – *Peter/Dave* (5/19/20)
Based on the previous budget subcommittee meeting discussion, Mr. Light and Dave shared tonight's budget information with the Acton Finance committee on Tuesday.

7. **Statement of Warrants and Recommendation to Approve – VOTE –** *Tessa McKinley*
Tessa McKinley moved, Ginny Kremer seconded, and it was unanimously,
VOTED by Roll Call: to approve:
Payroll warrant(s) as follows –
Number P2023 dated 5/07/20 in the amount of $2,646,742.90;
Payroll deduction warrant(s) as follows –
Number 20-023PR dated 5/07/20 in the amount of $ 529,811.49;
Vendor warrant(s) as follows –
Number 20-023 dated 5/14/20 in the amount of $ 943,454.85;
Student Activity Fund Reimbursement(s) as follows –
Number 20-023BL dated 5/07/20 in the amount of $ 16,515.00.
(YES: Bo, Klein, Kremer, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Tso)

8. **FYI**

9. **Adjourn**
Ginny Kremer moved, Paul Murphy seconded and it was unanimously,
VOTED by Roll Call: to adjourn at 10:16 p.m.
(YES: Bo, Klein, Kremer, Krishnamurthy, McKinley, Minkin, Murphy, Petersen, Tso)

Respectfully submitted,
Beth Petr

List of Documents Used: see agenda with list

NEXT MEETINGS:

- **June 4 –** ABRSC Meeting at 7:00 p.m. (changed from June 11)
- June 18 – ABRSC Meeting at 7:00 p.m.

Acton-Boxborough Regional School District
15 Charter Road Acton, MA 01720
978-264-4700
www.abschools.org

Peter J. Light
Superintendent of Schools

To: Acton-Boxborough Regional School Committee
From: Peter Light, Superintendent of Schools
Date: June 2, 2020
Re: Consideration of EDCO member status

Over the last several months, I have updated you regularly with regard to the financial position of the EDCO Collaborative. As you are aware, the EDCO Board was made aware at its December Board meeting that the FY19 EOY Audit Report found substantial doubt as to the future financial viability of the organization. The financial concerns continued into FY20 as the organization ran into a deficit. In the months that followed, the executive director took extraordinary steps to close the current year deficit. When schools closed earlier this spring due to Covid-19, several important revenue streams for the collaborative suffered, including revenues from professional development and facility rental. The EDCO Board recently voted an additional assessment to all member districts in order ensure the collaborative did not end FY20 in deficit. This resulted in an additional assessment to A-B of approximately $20K.

As a result of financial uncertainty, at your meeting on June 4, we will ask you to consider the district's status as a member of EDCO. Options at this meeting include a) taking no action; b) voting to affirm our continued membership in EDCO; c) voting to terminate our membership from EDCO or d) voting to initiate termination proceedings for the organization.

EDCO History and Value to A-B

EDCO was established in 1969, 51 years ago. Acton-Boxborough has been a longtime member district within the organization. The collaborative has two main purposes: student programming and professional development. A-B has only one student enrolled in EDCO programs. We do however, make extensive use of its professional development programs, particularly its Roundtables, which are open to school committee members and district staff based on the varying roles. A-B remains one of EDCO's most active participants in these roundtables. We are also working closely with EDCO to offer virtual programming to our students in grades K-6 this summer.

Cost of Membership

A-B's EDCO assessment is approximately $14K per year and this entitles us to participate in the various roundtables and professional development programs that EDCO offers. It also provides for a reduced tuition rate for students placed in EDCO programs, but due to the limited participation in its special education programs, this aspect of membership is not a high value to us.

Financial Risk

At your last meeting, you were presented with a memorandum for our attorney regarding the financial risks associated with continued membership. Based on the EDCO Agreement, a member district remains responsible for its share of any liabilities during the time of its membership. Given this, it is important to note that our attorney believes that should a district no longer choose to be a member, it would still remain responsible for its share of liabilities. Should the organization cease to exist, the Board would need to collaborate with the Dep[artment of Education to determine a process for disposing of assets and paying liabilities.

Looking to FY21

At its most recent meeting, the Executive Director of EDCO presented the board with a balanced budget that reflected a positive FY21 year-end variance. The budget was based on a conservative model with regard to both enrollment projections and revenue. The board and executive director have made it a priority to ensure the fiscal sustainability of the organization.

Other Member Districts

Over the last few weeks, several member districts have considered their status in EDCO. A summary of known decisions is below:

Lexington:	voted to withdraw from the collaborative and initiate termination proceedings
Newton:	voted to continue membership in the collaborative
Concord:	voted to withdraw from the collaborative and initiative termination proceedings
Concord-Carlisle:	voted to withdraw from the collaborative and initiative termination proceedings
Belmont:	*initially* voted to withdraw from the collaborative and initiative termination proceedings, but has since voted to rescind both votes
Lincoln-Sudbury:	Voted *not* to withdraw from the collaborative
Arlington	Voted *not* to withdraw from the collaborative

I do not know the status of any other districts at this time, but have no knowledge of additional districts having voted to withdraw or initiate termination proceedings.

Possible Motions and Actions:

Outcome	Action	Possible Motion
Continue Membership	Take no action - the committee is not required to take action to remain in EDCO	none
Continue Membership	Vote to reaffirm commitment to EDCO - this is an optional action by the committee	Move that the ABRSC reaffirm our commitment to remaining members of EDCO
Withdraw from EDCO	Vote to withdraw as members of the collaborative	Move that the ABRSC withdraw from EDCO effective July 1, 2021
Terminate EDCO	Vote to terminate EDCO	Move that the ABRSC direct the Superintendent of Schools to initiative termination proceedings for the EDCO Collaborative

CONFIDENTIAL/ATTORNEY CLIENT PRIVILEGE

To: P. Light (Acton Boxboro Regional School District)
From: Thomas H. Costello
Stoneman, Chandler and Miller, LLP
Date: May 18, 2020
RE: EDCO

The following addresses questions that you have posed regarding Acton-Boxboro's possible financial liability in the event of withdrawing from EDCO or the possible termination of EDCO; and how member Districts withdraw or initiate termination proceedings under the EDCO Articles of Agreement ("Agreement"). Please note that due to the fact that our firm represents various member districts in EDCO, we do not believe that we can or should advise on the issue of whether a district should or should not withdraw or terminate from EDCO. If you wish further counsel on that issue, we can work with the district to find other counsel who would not have a conflict to represent you on this narrow issue.

1. Acton-Boxboro's financial liability in the event of other Districts withdrawing and/or moving to terminate EDCO.

Under Article X of the Agreement, a withdrawing member or District is not entitled to any assets or a portion of any assets of the Collaborative, including surplus funds, and it must fulfill all of its financial obligations and commitments to the Collaborative. Also, a District that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its proportional share of liabilities and any debts, claims, demands, or judgments against the Collaborative, incurred during the District's membership, or which were the responsibility of the Collaborative when the District became a member. The Agreement does not specify any length of time that the District would remain liable.

It is expansive language, in that, Acton-Boxboro would be liable for its proportional share of liabilities, debts, claims, demands, or judgments, indefinitely. Liability or debt are not defined in the Agreement. Therefore, theoretically Acton-Boxboro would be liable for its proportional share of rent, mortgage payments, lease payments, loans, and any other transactions that could be considered a debt. Also, the Agreement does not indicate whether or not a District can shed their proportional share of liabilities after the passage of some specified period of time. Civil liability would be subject to the Statute of Limitations; however, a strict reading of the Agreement would have Acton-Boxboro remain liable for its proportional share of debts in perpetuity.

In terms of liability in the event of a termination, Article IX of the Agreement states that prior to termination, there is to be a fiscal audit, "including an accounting of all assets and liabilities (debts and obligations) of the Collaborative and proposed disposition of the same." In addition, the Board shall "Determine the means for meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits." Counsel for EDCO, Regina Williams Tate, has opined that a member school district would not be responsible for any debts and liabilities of the Collaborative beyond what it has already paid for its assessment and enrollment of students when the Collaborative was operational.

As the Agreement states, EDCO's liabilities would be determined after an accounting; at which point EDCO would have to determine a means for meeting all of those liabilities, and then meet them. Despite Attorney Tate's opinion, I do not believe that there is anything preventing a creditor from making claims against individual Districts post termination, if they believe they are owed money.

In short, if there is a termination, it is advisable that the schools work hard to meet all liabilities and get releases from all creditors.

2. How do member Districts withdraw or initiate termination proceedings under the EDCO Articles of Agreement.

    a. Withdrawal under Articles of Agreement (Article X, page 14).

Members can withdraw from EDCO as of July 1st in any year, provided that they have given written notice to the Executive Director and the Board of such intent by July 1st of the prior year, with an effective date of July 1st for the withdrawal. The withdrawing District must attach to the Notice the minutes from the School Committee meeting at which the Member District voted to withdraw. Also, the Notice must be addressed to the Executive Director and to the chair of the Board. After receipt of the Notice, the Collaborative Agreement must be amended and then approved by the Board, a majority of the member districts, and then by the Board of Elementary and Secondary Education. There is also language relative to the Board of Elementary and Secondary Education approving the withdrawal.

    b. Termination under Articles of Agreement (Article IX, page 13).

As outlined by Attorney Tate to the Board, a Member District can initiate termination proceedings to terminate EDCO by giving notice to all the other Member Districts and the Executive Director at least twelve (12) months before the end of the current fiscal year. The Board must discuss the request to terminate within thirty (30) days of the request, and determine next steps. A 2/3s majority vote of the Board is required in order to initiate termination proceedings. The Agreement provides for a number of actions that must occur prior to termination. See Agreement pp. 13-14. The Collaborative must also complete all the steps included under 603 CMR 50.11, which is referenced in the Agreement, prior to termination. One

those is forwarding to the Department of Elementary and Secondary Education the minutes from all of the Members' school committee meetings where termination was voted upon.

3. Conclusion.

As I stated at the outset of this memorandum, I cannot provide further counsel on the issue of what actions districts should take (i.e. withdraw, terminate) due to our firm representing many districts within EDCO and there may be diverging interests around this issue for our clients. Please let me know if you would like to obtain other counsel to assist on this narrow issue.

EDCO COLLABORATIVE
BOARD OF DIRECTORS' MEETING AGENDA
Thursday, May 21, 2020 @ 3:00 PM
36 Middlesex Turnpike, Bedford, MA 01730
REMOTE MEETING

1.0 CALL TO ORDER: 3:03 PM by Kathleen Bodie

Chairperson Bodie reads aloud disclosure on remote meeting mandated by Commonwealth on March 12, 2020.

In Attendance: *Peter Light, Chairperson Kathleen Bodie, John Sills, Amy Checkoway, Helen Charlupski, James O'Shea, Laurie Hunter, Julie Hackett, Dr. Rebecca McFall, Bella Wong, Tamika Olszewski, Brad Crozier, George Frost, Deanne Galdston, Marguerite Connolly*

1.1 Public Participation –

Emailed comments submitted ahead of time will be read at the meeting with identification of who submitted such comments.

Dr. Nadine Ekstrom begins by explaining, EDCO's legal counsel advised getting to the heart of the matter, and instead of reading each public comment, rather summarize these statements.to get to the heart of the matter, please provided summary of public comment. There are six statements to be read. The purpose of today's meeting is actually a board meeting and public participation is not required.

Two letters from parents of students in the Newton Deaf and Hard of Hearing programs, express great experiences, and academic growth their students have experience.

IDEA's Program Director, Karen Thompsen writes to the board expressing gratitude ad concern should EDCO choose to close and what the plan would be for the IDEAs program moving forward.

ELI Program Director, David Castelline writes to the board commending the leadership's work during these fiscal challenges and recognizes the strategic plan.

Career Pathways Former Director, Sean Callanan writes to the board commending the work in the vocational program and strongly urges the board to keep EDCO open and accessible.

Former EDCO Executive Director, Coleen Dolan writes to the board outlining highlights and partnerships EDCO has maintained and expresses concern. She asks the board to

consider a collaborative merger.

2.0 CONSENT AGENDA:

Dr. Bodie ask colleges to move Agenda and focus on the New Business first.

2.1. Approval of FY21 School Calendar

2.2. FY21 Holiday Lists

2.2. Approve Board of Directors meeting minutes 4.28.20

A motion to approve consent agenda items as proposed, was made by Bella Wong and seconded by George Frost. This was a roll call vote. Motion passed to approve consent agent items, 13-0.

3.0 OLD BUSINESS:

3.1. FY21 Budget Planning Update

Dr. Ekstrom thanks Ann Knapp and all teams that gathered information for this presentation.

An issues at the beginning of the year was responses for referrals. Districts weren't getting responses to referrals. Referrals are now answered within 48hrs. Dr. Ekstrom goes on to name the following positive comparison of this year over past years. She cites less than 4 incidents needing EMS, 90% of attendance in house daily, we now have transitional classes with Specialist on staff, as well as electives such as music, art and vocation. Ajay Trivedi of EYA, Ann Knapp and Nadine Ekstrom have worked together on IEP blind referral process with Boston Public Schools. EDCO has begun working on outreach and marketing team.

In regards to remote learning during the pandemic, The McSweeney team worked with instructors to create online courses. In district travel to build leadership academies has been moved to September. As of June 10, 2020, EDCO's internal dual certification program which has been created and implemented will conclude.

Dr. Ekstrom boosts about EDCO's Information Technology department supplying devices and successfully integrating professional learning opportunities and best practice models for teachers. The IT department has been able to support services as it relates to IEP's to provide learning and communication services to students within the DHH program. We are now able to utilize Qualtrics and NVIVO software in partnership with DESE, and within our own programs to use for data analysis. In response to the COVID-19 closure, the Information Technology department has been able to assign devices to students as needed, and allow everyone seamless access to utilize all Google Classroom and Zoom class in relation to remote learning.

Fiscal and Personnel budget deficit of $1.7m has been reduced to $274k within four months of restructuring. EDCO's restructured business operations include better use of the Infinite Visions software, as well as, temporarily utilizing the Massachusetts Department of Unemployment's Workshare Program by moving 32 employees from an FTE of 1.0 down to an FTE of 0.4.

Remote learning began on March 16, 2020, prior to commissioner's guidance. Dr. Ekstrom notes, throughout the COVID-19 pandemic, EDCO has continued to host intake meetings by implementing social distancing, and in fact had 2 new students begin with EDCO during the remote learning process. Dr. Ekstrom informs the board of contact time within our remote programs. The Bedford program has a weekly average of 24.84 hours of direct contact per student, and the DHH program has 25.46 of direct contact per student each week. Dr. Ekstrom brings to the attention of the board members, the direct contact hours are being maintained with staff members working on a reduced schedule, noting their dedication to our students and organization.

Our IDEA's program is expanding. Thanks to Claudia Fox Tree and Debbie Irving for hosting a Live Webinar on May 28th titled "Conversations we were NEVER meant to have about Native Americans." This will bring national recognition to EDCO. Due to the pandemic, the team of the IDEA's program have been able to put some long discussed plans into place. This includes different ways to deliver high quality professional development in a variety of different formats and to meet many different time constraints for different participants. Another goal IDEA's has been able to achieve is reaching a wider audience. IDEAS will now be hosting three different formats of obtaining credits. All slots were filled within a matter of days of being offered. This has prompted IDEAs to think about hosting more Webinars in the future.

The McSweeney Center along with our Information Technology department are fostering Math Practices with Grace Kelemanik and Amy Lucenta. This partnership allows this course to be offered online and available to teachers across the country. The McSwiney Center and the Department of Elementary and Secondary Education will partner up with NS4ED president, Joseph Goins to support early college high school initiative in Massachusetts. Dr. Goins and his team have been successful in other states. This partnership will lead to 9 virtual leadership academies within 12 months.

In regards to other items in the strategic plan, EDCO will be offering summer programming with Edgenuity. There has been a district that reached out to us looking to potential fill 200 spots. Additionally, a Facebook post on Summer Programming with Edgenuity received 793 hits within 24 hours, showing there is an interest. Dr. Ekstrom has received inquiries on EDCO's offering to be a Home School Liaison for a fee to member districts. We also have some advertising out there for program evaluations and reviews. Director of Newton's Deaf and Hard of Hearing program, Dr. Courtney Dunne, along with our consulting team, have developed new promotional documents for the DHH and Bedford programs. They've also been working on promotional documents for grant writing with The Management Solution, Teachers' 21 and EDCO. Another task being worked on is getting college/universities to create new partnerships.

Dr. Ekstrom summarizes her noting lots of things happening even through the COVID shut down. Dr. Ekstrom makes mention of a conversation she had with a Former EDCO Executive Director. When this executive director came into EDCO there were struggles with the financials. We've reached out to her and asked her to work with us and to share her knowledge and history. She is willing to work with us provided we are all in agreement that she would be an asset.

Dr. Ekstrom reminds the board, the Lowell Grant has been moved from FY20 to FY21, noting the CTE grant would offset some salaries. She mentions Mr. Kelley has previously mentioned the possibility of offering roundtables to non-member districts and charging a fee. This is anticipated revenue, and Dr. Ekstrom cautions, if we do decide to close, the surplus is based upon anticipated revenue of $1.1m. This would impact the deficit if you decide to close EDCO. That amount would be in addition to your current liabilities. $2m in tuition that may be jeopardized if people leave during the year.

Marc Richard states the business managers were vocal about putting projections in not just actuals. What's different from what you saw in the past is budget vs actual and where we are heading. We'll be able to respond more quickly to issues that are seen. The other small piece with the closing, if we do close and we start to lose students, we lose programs that still have cost. These programs help to offset the negatively impact of our bottom line.

Dr. Ekstrom the budget every year calls for $80k of Seefurth funds, this surplus is without touching any Seefurth funds.

4.0 NEW BUSINESS:

4.1. Termination of EDCO Discussion

Dr. Ekstrom reads a letter from Attorney Ginny Tate regarding answering questions previously raised by the board. Ginny outlines information about filing bankruptcy. Attorney Tate acknowledges that she's not a bankruptcy lawyer, and the board would need to obtain a lawyer should they choose bankruptcy. Attorney Tate explains Chapter 13 liquidates versus Chapter 11 reorganizing the entity. Attorney Tate warns of a conflict between state and federal law. Citing, " M.G.L. c. 40, sect. 4E, the regulations on collaboratives at 603 CMR sect. 50.00 et al, and the EDCO Collaborative Agreement all specify how a collaborative is dissolved/terminated. Thus, it appears to me that the only way to terminate/dissolve a collaborative like EDCO is through the mechanism contained in the Agreement, and not bankruptcy". Attorney Tate speaks on EDCO's Liability for Costs after Termination. She clarifies some miscommunication regarding EDCO's lease agreement and who would become liable should EDCO terminate. Attorney Tate cites "Article IX of the Collaborative Agreement makes it clear that prior to termination, the Board must "determine the means for meeting all liabilities (debts and obligations) of the Collaborative, including post-employment benefits." It goes on to say that the Collaborative must meet all liabilities before any monies are distributed to the Member Districts. Finally the Agreement specifies that the Collaborative is required to provide information to DESE on all aspects of the dissolution process starting one hundred eighty (180) days prior to the anticipated dissolution date, including how it is meeting all of its obligations financially as well as its obligations to students and employees. The Commissioner and DESE need to know that EDCO has a plan to address anything which may arise based upon events or transaction which occurred during its existence. I cannot see the Commissioner/DESE allowing the termination of a collaborative where there are open questions about the collaboratives having paid off/properly addressed any liabilities/debts of the collaborative. That is why there are "post-dissolution" costs that the Board has to plan for during the dissolution process. Based upon the firm's experience with the

dissolution of three (3) collaboratives, these issues continue to arise on average for 2 - 3 years after dissolution, and the chance of member districts being sued should EDCO states."

Attorney Tate mentions the cost associated with terminating EDCO appear to contain the same major financial cost associated with the dissolution of other collaboratives by her firm. She also agrees with the projected amount of cost associated with a member district assuming all responsibility of EDCO's records. Ms. Tate does mention however that there are no cost estimates for students, families and school districts which will have to deal with changing the placement of a student currently in a program of EDCO

Withdrawal of School District Member – "Article X of the Collaborative Agreement not only specifies the method for withdrawal of a member school district, but also specifies that the withdrawn school district member remains responsible for its obligations to the Collaborative. "A School Committee or Charter School Board that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its proportional share of liabilities and any debts, claims, demands, or judgments against the Collaborative, incurred during that School Committee's…membership, or which were the responsibility of the Collaborative when that school committee …became a member." Thus, even after a school district member withdraws, which at this point could not be effective until July 1, 2021, the member can be liable for costs of the Collaborative like terminating the lease even after its withdrawal."

Chairperson Bodie addresses the board briefing on this topic and ask Dr. Ekstrom to speak on closing cost and discussions.

4.1.1. Cost of Closure Analysis

Dr. Ekstrom asks Andy Paquette and Marc Richard to speak on this.
Marc Richard begins by mentioning this is based on their (TMS) past experience with closing a collaborative. Mr. Richard goes line-by-line on the "EDCO's Estimated Closing Costs" explaining each of the topics below to the board.

- Financials - Business Management Costs Post Closing
- HR Access - Harpers Payroll
- Financial tools - Infinite Visions
- Retiree Health Insurance
- EDCO Insurance Coverage
- Employee Vacation Payout
- Audit
- Legal Fees
- Website Costs
- On-Going Administration Costs
- EDCO Member District Business Manager
- Moving and Disposal Costs for all EDCO sites
- Cost of termination of multi-year contracts
- Cost of termination of lease

In explaining the process and figures associated, Mr. Richard makes mention of the Retiree health insurance, noting this still needs be looked into. He believes a member district may need to manage retirees' health insurance benefits. In the closing of previous collaboriatives, it has been advised the website remain up and active for at least 10 years, allowing the public, and past employees information to public record, and informing them which district to contact to do so. There are a number of financial and employees file that a member district would need to manage and handle after closing. Estimation for potential cost of converting files into PDF files. Upon closing EDCO, therefore all finances would need to be transferred to a member district to be held in a revolving account. These would be run through the EDCO business manager to review and investigate and then released to the member district to release the warrant. Past experience proves this is something that'll need to happen. The board would need to decide how to discard any assets and all technology would need to be wiped clean before being donated or disposed. EDCO has contracts that run multi-year. There are potential penalties in closing these early, and there are also contracts for services EDCO supplies which may have a cost. Termination of the lease is approximately $3m, this is still be investigated. There are potential cost such as deductibles for any claims made that would need to be paid. Employee severance would be a board determination regarding providing this to the staff.

Motion on the table for discussion and to answer questions.

Questions to Marc on proposal:

Ms. Laurie Hunter asks for clarification for the amount budgeted for the vacation pay-out. Marc answers this is part of the employee's contract. The estimated accrued vacation time for all employees lead to this figure. Dr. Ekstrom informs Ms. Hunter some employees have accrued 208 vacation days during their long tenure with the organization. Ms. Hunter asks if these days are to be use or lose, and Dr. Ekstrom informs her employees are contractually allowed to rollover their time from year-to-year.

Mr. Jon Sills has a question on Ginny's statement regarding the lease. Dr. Ekstrom reminds Mr. Sills that even with the board's approval, DESE needs to finalize the closing of EDCO. Mr. Sills notes he understands everyone has a liability, but isn't clear if this means we aren't allowed to close until we satisfy the lease, despite the fact that we may go further into debt. Dr. Bodie suspects there would probably be some negotiations over time.

Chairperson Kathleen Bodie clarifies to the board there are 9 more years on the lease. Dr. Bodie believes we'd have to negotiate with the landlord. This would all have to be work that's done over the next year in arriving at final numbers districts are responsible for. The commissioner would want all this work done before signing off.

Ms. Connolly states this is an over-step on DESE's part.

Ms. Bella Wong of Lincoln-Sudbury and also EDCO's Executive Finance Committee speaks on Attorney Ginny Tate's statement. Ms. Wong reiterates to the board, if there was a vote to terminate in a year, there are a lot of things that would need to be resolved. Relocation of all

programs that EDCO has been overseeing such as Newton's Deaf and Hard of Hearing would need to happen. They (DESE) wouldn't let us just close without those students being properly placed.

Dr. Bodie mentions the lease amount may be negotiable, but a lot of these cost are not negotiable.

At this point Ms. Lyons informs Dr. Ekstrom that Ms. Julie Hackett had technology issues, and is trying to sign back in.

Mr. John Phelan asks if this information has been made available to the public. He states this information is substantial and districts should have the time to review the information before making a decision on terminating. Dr. Ekstrom lets him know the board members have access to this information.

Chairperson Bodie informs the board the next meeting is on June 4, 2020, which allows enough time for districts to discuss with their board. Adding, we are on a tight time limit because the various school committees need to vote on this.

EDCO's liaison from DESE, Ruth Hersh, states what was read from EDCO's counsel is her personal interpretation. Ms. Hersh mentions as per Article 9 #11 Page 17 of the Collaborative Agreements states "The Board shall notify the Department of Elementary and Secondary Education of the official termination date and submit documentation required by 603 CMR 50.11 to the Department. In this situation you have signed on, your district has signed on, and the information is in the agreement.

Chairperson Bodie echoes to the board the language and articles are laid out in our own agreement.

Ms. Tamika Olszewski questions the analysis and the obligation to member districts on liabilities. There seems there are still member districts that would be on the hook for obligation accrued during their tenure as a member district. This may be a key point, it continues even after you've withdrawn. Would the districts that left 2 years ago still obligated to pay the lease that was signed in 2014?

Dr. Bodie informs her, yes you are responsible cost incurred while you were a member, and the lease certainly is in that category. Withdrawal next year, if this process went forward, these would be cost for all districts even if you choose to withdraw. The attorney would have to look into this further.

Ms. Lyons informs us Julie Hackett needs to call in by phone as she continues to have technical issues.

Mr. Jon Sills asks for clarification on the attorney's statement. He believes it sounds like the commissioner is most interest in all the educational commitments and personnel commitments. Mr. Sills request not make a final decision today, but to wait until Attorney Ginny Tate is available. Mr. Sills respectfully address his colleagues of the board by sharing his disheartened opinion that people have already chose to terminate their ties with EDCO. He reminds his colleagues we are all impacted by this decision. He predicts these decisions will increase assessments cost and ask worries decisions are being made without the proper conversations taking place. He verbalizes he needs to know what other districts are deciding to do, before he can make a good decision for his own district

Dr. Ekstrom did estimate the assessment cost with the districts terminating. She estimates the assessment cost wouldn't change for FY21, but would impact FY22. If this amount wasn't spread across remaining districts, EDCO would lose approximately $43k in assessments.

Ms. Julie Hackett of Lexington makes motion to terminate with EDCO.

Ms. Hackett begins by acknowledging the people within the organization have done a great job, and stresses this is no to take anything away from the employees. Ms. Hackett believes this is about the organization and the management of it. Ms. Hackett informs the board this motion does take into consideration the attorney's language, and the legal cousel of Lexington that was consulted with, had concern about the lack of communication. Ms. Hackett mentions Lexington is under no disillusion about their obligation and liabilities and have taken into consideration the legal language. Ms. Hackett raises the concern of having a structured way to have this conversation has lead us to the point where we need to be direct in how we think. She feels no one at EDCO wanted to have a conversation about EDCO not being a viable organization. Ms. Hackett has further concerns about the workshare program, and questions the organization being able to operate to its fullest capability having cut 32 employees down to an FTE of 0.4. Ms. Hackett voices her opinion on moving forward without a full conversation isn't fair, stating board members haven't been able to talk about this until we made the motion. She stresses we don't have the luxury of time on this matter. She acknowledges the last thing anyone wants to do is close an organization, but he financial data coming our way has been problematic. In closing, Ms. Hackett shares with the board her own opinion on being disappointment that Attorney Ginny Tate was not available for such an important meeting.

Chairperson Bodie speaks about processes we have to follow, and we didn't have the proper documentation at the last meeting. It is true we are late in the year. There are 2 issues, withdrawal and termination. There are 4 districts that put in for withdrawal. The board has to vote on amendment and go to the school committees. This information has to be available for June 4, 2020. Termination is a tight schedule, if we have a vote of 2/3 of our board today, we will then go to our member districts to present this information to them.

Ms. Laurie Hunter seconds the motion.

4.1.2. Pro's – Con's

The last meeting it was asked for to have a pros and cons. Andy Paquette talks on this. Mr. Paquette begins by question the board, If we dial back the clock, if this budgeting error didn't happen, would we be having this discussion? (Whether or not to terminate) Had this not occurred, the programs are vibrant and growing, the staff is dedicated. He asks the board to take into consideration the reading and audited financial statement that has been a growing concerns. This issue that occurred was a $2m budgeting mistake that stood over 2 years and is only 6% of the approved budget. To be able to make it through with the help of member districts is worth it.

Speaking on creating a list of the Pro's and Con's of keeping EDCO open, Dr. Ekstrom notes coming up with a list of Pro's was easy, but there aren't so many Con's. Dr. Ekstrom notes, if the financial error didn't occur, I do not believe we would be having that discussion, becausse we have a viable organization.

Dr. Ekstrom goes over the Pro's and Con's list created for both closing and keeping EDCO open.

Ms. Tamika Olszewksi ask Ms. Hackett to explain the pro's on what lead to Lexington's motion to withdraw? She adds if it's about the liability, the liability will continue for debts accrued while you were a member

Ms. Julie Hackett responds to Ms. Olszewksi calling it a fair question. Ms. Hacketts cites growing concern about the organizations finances. Referring to Mr. Paquette's question "If we'd be having this conversation if the error hadn't occurred." The auditor that just asked the question , it doesn't go with the audit we received in December. The accounting mechanisms are based on wishes and maybes no guarantees. We have liabilities that will continue if there is a termination. That doesn't mean they'll continue indefinitely. Ms. Hackett shares her concern, There are financial challenges in all areas, how bad would it have to get for EDCO to decide to close. Ms. Hackett states the letter from IDEAs makes her believe misinformation has been given, and she also told that EDCO will use their (IDEAs) funds to offset the gap. The structure of this conversation is bothersome. This is more structured to explain that EDCO needs to maintain its services. Ms. Hackett talks about her time in Brookline 10-12 years ago and how she was a member district. Ms. Hackett reflects back to EDCO's clear mission and being in good shape, it does not appear to be run that way now. Expanding in ways that shouldn't be expanded on, the whole picture over time is troubling. We don't want to be in a position where we regret not pulling out. Many details and examples we can drop the concerns and thinking in a letter.

Dr. Bodie asks Executive Director Esksom to respond.

Dr. Ekstrom states there are some comments to offset what Julie was mention. With regards to IDEAs, the misunderstanding with legal counsel and board members to get information. IDEA's is a department within EDCO. IDEAs thought they'd be able to go

on and continue the using name IDEAs. This is where the confusion came from. The way I explained it to Karen Thompson is if the board decides to terminate, they need to look at all components. IDEAs is a program within EDCO.

This sparks a couple of concers with Mr. Sills. He states IDEA's existed before becoming a DESE approved program. There was always a separate assessments paid to IDEAs. Mr. Sills points estimates it was on a couple of years ago IDEA's became part of EDCO. There was a lot of curriculum before that happened. It has since been sustained by EDCO. Mr. Sills informs the board he is speaking against termination at this time as someone that is very concerned about the financial state of the organization. Mr. Sills believes a "Con" is we may be in the red again next year with an additional cost to the districts. He predicts not ruling out the possibility of this happening next year. My thoughts about not terminating have to do with, many board members came while it was under a financial cloud, and the cloud is more than a 2 year mismanagement. We were struggling on multiple years with overly optimistic FTE hires. You haven't experienced EDCO in a robust way. The reason I think I think its timely not to do it right now has to do with the coming years' budget due to COVID, the cost of EDCO is potentially a lot less than other liabilities. In regards to finding a new place for Newton's Deaf and Hard of Hearing students, it doesn't seem like a time to take on the disillusion of the organization. To me this gives us a couple years to turn around the financial health of the organization. Legitimate services with minimal staff.

Dr. Ekstrom takes this time to remind the board staff reductions are only until July 1, 2020 and everyone will be returned to their full-time FTE. Mr. Sills questions if this is included in the projects, and Dr. Ekstrom confirms it is.

Ms. Laurie Hunter speaks on the withdrawal piece stating she did recommend withdrawal to both Concord and Concord-Carlisle. Ms. Hunter states she's asked for 2 month for financial projections and not balance. Ms. Hunter shares her opinion that every meeting there's another layer of liability and debt. She focuses in on the $1.4m in vacation pay-out and believes this is unacceptable. This is a hard decision in Concord. It was done with great regret. I lived this in another collaborative and it was handled very differently. Moving forward without a sense how we would address the troubles. This is the discussion we need to have. We all need each other as partners. The way this was approached was disconcerting.

Chairperson Bodie reminds the board that she's been looking for Executive Finance Committee member, and all board members are welcome to join, even next year.

Dr. Becky McFall has difficulty assessing the right decision not knowing what the liabilities are for each district and weighing it against current withdrawals. Financial decision can't be made with the information we've received. I am representing Lincoln Public School. I don't know how to without having all the information. Thinking about the programs that our students participate in. How would we replace students and the cost of doing so? MMEP, Wrentham programs, what does this look like for them if

EDCO closes. We have some responsibility to them as well. Dr. McFall commends, Nadine's energy and ideas, but assessing new program is the right approach. Remote learning makes it a perfect storm taking on new risk. Dr. McFall expresses concern about her own difficulty with assessing and balancing what the impacts are.

Dr. Bodie asks Nadine to speak on MMEP program. First she points out to board members they can view the chart handed to them and the percentages tied to their district to determine potential of total liabilities. Dr. Bodie reminds the board these projections are figures EDCO can NOT finalize until after the closure of the organization. This is echoed by both Marc Richard and Any Paquette.

Speaking on the MMEP program, Dr. Ekstrom points out the multi-year grant completes this year. The MMEP count on $1m for this current year and EDCO will get 8% as indirect cost. Conversations from the board about closing causes concern on receiving the grant. The same is true for the SSESP. Wrentham is extended until December and the RFP will be sent out. We also have other grants such as the IEP grant, partnership with Teachers 21. Both are 3 year programs. If we have these and EDCO was to close these organization would have to put the project back out to bid. Marc Richard understands this the same way.

Ms. Bella Wong states she became an EFC member because she was wanting better answers that extend beyond Nadine's tenure. Ms. Wong informs her colleagues on the board, there was poor record keeping in existence. They had to recreate all the accounts to find out where things stand currently. Ms. Wong agrees that she wishes Attorney Tate was able to be in this meeting. Ms. Wong reminds the board, these figures are with us if we are with EDCO or not and if EDCO closes or not. Take the lease agreement out. Focus on the OPEB liabilities, there are some TBDs. These are potential real liabilities. Everyone should understand, Ginny has never been with a collaborative where the liabilities exceed assets. If we vote to terminate and close, we have sealed ourselves at the lowest possible position. These are real cost and liabilities, they aren't fully flushed out. On colleagues that have withdrawn, Ms. Wong respectfully asks them to reconsider. If you are looking into withdrawing please let us know. For us that are remaining we need to support the organization without undermining any opportunity its turn it around.

Mr. Sills speaks on timing issues. Stating his district is looking at a $40m budget with a deficit of about $1.5m to cut in FY21. We went to bargaining table after settling, and we need to re-bargin. Mr. Sills states a 15% revenue reduction on chapter 70 and lost local receipts, all budgets are reduced next year. What happens with circuit breaker? With unemployment high and circuit breaker, if we vote to terminate now and own these obligations, each district is looking at further impact on our budget in not just FY21 but FY22 as well.

Ms. Helen Charlupski speaks as a member of the EFC for about 10 years, this organization has been really important in this state with lots of positive influences on the

legislature. It's interesting, I was dumbfounded when we got the news that we were in a deficit. Ms. Charlupski notes her districts is at a $6m deficit next year. She believes this can be turned around and Nadine can do it. Ms. Charlupski acknowledges, we are suffering from some bad judgments that were made for the past few years, even previous to Nadine coming in. I haven't talked to my school committee yet, because we haven't had these numbers. My sense is we should hang on one more year.

Ms. Dede Galdston echoes a lot that has been said, states Watertown has been maximizing the use of EDCO. Ms. Galdston states it would be a tremendous loss for her district if EDCO were to close, and her school committee sees the benefit in remaining with EDCO. She thanks Nadine for coming to Watertown's EFC meeting. Ms. Galdston states she would rather pay to save the organization I believe in than close it.

Mr. Peter Light states he would like to respect the position each of us are in and notes we have a duty to this organization as well as our own district. He shares he hasn't reached a point where he found reasons for terminations. Mr. Light agrees with Mr. Sills' statement regarding the cost associated with termination, stating the liability stays with our districts. From a financial stand point we are better off with a viable organization that'll last for years into the future. Mr. Light shares concern about the collaborative continuing to expand while struggling, questioning if this should instead be a long term strategy. Mr. Light questions, what really will make sure EDCO is viable, and shares his level of confidence in FY21 budget being viable, making sure our strategies to come out of this is clear and focused. Mr. Light believes we should be focusing on areas that are in the heart of EDCO's mission. It is better to get this organization on the right track. It's really important that regardless of organization challenges, we have a commitment to see this through.

Ms. Midge Connolly takes the time to thank everyone for having the opportunity to speak on this matter. Ms. Connolly refers to and agrees with Mr. Light's statement about everyone needing to work together to as a board to support Nadine and find programs that will remain financially stable.

Ms. Amy Checkoway acknowledges to the board, this conversation has been very informative, especially on the liability. Ms. Checkoway expresses acknowledgement that each district has its own standing, and states she would rather not vote today, but to bring better information to our school committee.

Chairperson Bodie speaks to Ms. Checkoway, the answer is we have a motion and a second. Unless it was withdrawn, we would have to go through with the vote. Unless someone would like to table the motion until June 4, 2020. Dr. Bodie speaks on the timeline.

Ms. Wong asks Dr. Bodie, if waiting will put some of our grants at risk. Dr. Ekstrom responds the answer is yes, she believes it will.

Ms. Charlupski suggest holding the motion until the next meeting.

At this point Ms. Hackett states she does not mind amending her motion. She will amend it to make the motion on the June 4, 2020 meeting. She states her opinion of this prolonging the inevitable, and she is not sure this will get better over time. Ultimately stating, I don't mind to amend the motion to take it up on June 4, 2020.

Mr. Sills replies he don't think liabilities would kick in until the end of FY21 and FY22, adding, we have a pretty good picture of what the liabilities are. Some of these cost would go down, another year in the lease would cause a reduction. Mr. Sills pleads with the board, asking them to reconsider their withdrawals and make this a more viable organization.

Dr. McFall questions how are liabilities are paid out? Asking is it one year or spread out over several years. Marc Richard honestly does not have an answer to this. The collaboratives he dissolved had the assets to cover the liabilities.

Ms. Paulajo Gaines from the Department of Education and Secondary Education, states, once the vote has been made to terminate, the clock starts. These things are hashed out over the year. Speaking about previous collaboratives that have closed, Ms. Gaines examples, the board meet once a month for a year sometimes twice a month. Every month the numbers changed a little bit because the other collaborative was still serving kids. She warns the board member, even on July 1st you still aren't going to have a hard accurate number.

Mr. Jon Sills request having this information on when the districts would need to satisfy the liability before the June 4, 2020 meeting.

Chairperson Bodie ask Nadine to speak with Attorney Ginny Tate along with Paulajo Gaines and Ruth Hersh from DESE to determine the answer to this.

Ms. Bodie speaks to the board members, stating she has been with EDCO for decades and notes how important and helpful this organization has been. Ms. Bodie agree there are a lot of financial issues, and states she was surprised to see the figures. Looking at this from another point of view, is what EDCO has been and done for this state over the past 50 years. There are a lot of benefits EDCO has to offer. The management of EDCO prior to Nadine made it hard to obtain information. Ms. Bodie shares she is feeling very optimistic that this can be turned around. She ends by stating, to not give this organization a chance is bothersome.

Dr. Ekstrom ask that Board Members send their questions to her in the form of an email. Ms. Charlupski asks Dr. Ekstrom to gather information on continuing and withdrawal for each member district.

Ms. Charlupski raises the question, what would happen if board members vote against the termination what happens then? Ms. Gaines of DESE states to the board this is not a DESE decision, and will need to be worked on with the lawyer and district. Ms. Gaines does not know of this happening scenario happening in the past.

Ms. Tamika Olszewski questions the feasibility of merging with another collaborative. She states in literature she has read, Charms Collaborative had four various options closing, merging, various plans for continuing, continuing with existing strategy.

Ms. Ruth Hersh speaks on Ms. Olszewki's question stating merger is no longer an option. If we have programming we'd like to see go to another collaborative, EDCO would need to close the program and the other collaborative would need to go about the steps of opening said program.

4.2. Withdrawal

4.2.1. Lexington Public Schools –
4.2.2. Belmont Public Schools
4.2.3. Concord Public Schools
4.2.4. Concord-Carlisle Public Schools

Dr. Bodie address the board, we have a motion to have the vote for termination be taken on June 4th.

A motion to move vote for termination to be taken on June 4, 2020 as proposed, was made by Julie Hackett and seconded by Amy Checkoway. This was a roll call vote. Motion passed to move vote for termination to June 4, 2020, 12-2.

5.0 ADJOURNMENT

A motion to adjourn was made by Tamika Olszewski and seconded by Bella Wong. This was a roll call vote. Motion passed, 15-0. Meeting Adjourned at 5:43PM.

District: Acton-Boxborough Regional School District
School Name: C.T. Douglas Elementary School
Project ID Number: 201606000020

PROJECT FUNDING AGREEMENT

This PROJECT FUNDING AGREEMENT, (the "Project Funding Agreement"), dated as of _____, 2020 (the "Effective Date") is entered into by and between the Massachusetts School Building Authority, an independent public authority of the Commonwealth of Massachusetts (the "Authority"), and the Acton-Boxborough Regional School District together with its successors and assigns (the "District" or "Owner") (Authority and District or Owner collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the provisions of General Laws Chapter 70B, as amended ("Chapter 70B"), Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq*. authorize the Authority to provide a Total Facilities Grant (as defined in Section 1 below) to Eligible Applicants for approved school building construction, renovation, and repair projects; and

WHEREAS, the District has applied for and desires to receive a Total Facilities Grant from the Authority pursuant to the provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq*. for a Project (as defined in Section 1 below) consisting of replacing the existing C.T. Douglas Elementary School and the Paul P. Gates Elementary School with a single building on the existing Paul P. Gates Elementary School site as it is more particularly described elsewhere in this Agreement; and

WHEREAS, the Authority has determined that the District's Project is eligible for the receipt of a Total Facilities Grant, and the District has agreed to receive a Total Facilities Grant, pursuant to a schedule determined by the Authority and subject to all of the terms and conditions of this Project Funding Agreement; and

WHEREAS, the Project is in the best interests of the Commonwealth and the District with respect to its site, type of construction, sufficiency of accommodations, open space preservation, urban development, urban sprawl, and energy efficiency; and

WHEREAS, the District has confirmed that the Project is necessary to meet educational standards of the curriculum frameworks established by the board of education pursuant to M.G.L. c. 69, § 1E for anticipated enrollment levels; and

WHEREAS, the Project has a value over its useful life commensurate with the lifecycle cost of building, operating, and maintaining the school facility; and

WHEREAS, the Project is not at a school that has been the site of an approved school project pursuant to Chapter 70B or Chapter 645 of the Acts of 1948, as amended, within the 10 years prior to the Project Application date, or the Project is unrelated to such previously approved project in the same school; and

WHEREAS, the Project is within the capacity of the Authority to finance within revenues projected to be available to the Authority; and

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WHEREAS, the District has confirmed that the commissioner of education has certified that adequate provisions have been made in the Project for children with disabilities, as defined in M.G.L. c. 71B, § 1; and

WHEREAS, the District has procured an Owner's Project Manager, as defined in Section 1 of this Agreement, using a qualifications-based selection process and such Owner's Project Manager has been approved by the Authority; and

WHEREAS, the District has procured a Designer for the Project in accordance with the provisions of M.G.L. c. 7C, s. 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12 and any other applicable laws and regulations and said Designer has been approved by the Authority's Designer Selection Panel; and

WHEREAS, the Board of the Authority has voted to authorize the Executive Director to enter into a Project Funding Agreement with the District for the Project; and

WHEREAS, the District has taken all necessary votes authorizing the Project and has authorized and appropriated the Total Project Budget, in formats prescribed by or otherwise acceptable to the Authority;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Project Funding Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Authority and the District, intending to be legally bound, hereby agree as follows:

The Authority agrees to provide a Total Facilities Grant to the District, subject to all of the following terms and conditions:

SECTION 1
DEFINITIONS

Capitalized terms that are not defined in this Section 1 shall have the meanings ascribed to them in Chapter 70B or 963 CMR 2.00 *et seq*. For purposes of this Project Funding Agreement, the following words shall have the following meanings:

"Assisted Facility" means the school facility that is eligible for and will receive either a Total Facilities Grant or partial payment of a Total Facilities Grant pursuant to this Project Funding Agreement.

"Construction Contract Documents" means all agreements, contracts, and other documents, including, but not limited to, the Owner-Contractor or Owner-CM at Risk Contracts and attachments thereto, Advertisements, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contracts, Specifications, Drawings, Schedule of Values in a format acceptable to the Authority, all addenda issued prior to execution of the Contracts, and other documents listed in the Owner-Contractor or Owner-CM at Risk contracts and any amendments or modifications issued after execution of said contracts, executed by and between the District and the Contractors or any other parties that set forth the terms, conditions, requirements, and specifications for the design and construction of the Project. For purposes of this Project Funding Agreement, the Construction Contract Documents shall also at all times include a current construction schedule, a current Total Project Budget, and a current cash flow projection.

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"CM at Risk" or "Construction Manager at Risk" means a sole proprietorship, partnership, corporation, or other legal entity that provides construction management at risk services as defined in G.L. c. 149A, § 2 and is the person or entity procured as such by the District in accordance with G.L. c. 149A, *et seq*., and who is primarily responsible for the performance and execution of the construction work on the Project.

"Contractor" means the person or entity identified as such throughout the Construction Contract Documents and who is primarily responsible for the performance and execution of the construction work on the Project.

"Designer" means the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 through 58 and has been procured and contracted by the District to perform professional design services.

"Educational Program" means a numerical and verbal description of a specific educational program for a specified number of students over a specified period of time, together with spaces needed to support the program, complete to the degree that a Designer may use it as the basic document from which to create the design of the Assisted Facility. A copy of the Educational Program for the Project is attached hereto as **Exhibit "H**" and is incorporated by reference herein.

"Effective Date" means the date stated in the first paragraph of this Project Funding Agreement which shall be the date on which this Project Funding Agreement shall take effect.

"Excusable Delay" means a delay of the Project that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable.

"Final Request and Certificate for Reimbursement" means the certificate in the form prescribed by the Authority, submitted by the District to the Authority upon final completion of the Project, that is (1) signed by the Owner's Project Manager stating that, to the best of the Owner's Project Manager's knowledge and belief, the Project has been completed and constructed in accordance with all Construction Contract Documents; (2) signed by the Designer stating that, to the best of the Designer's knowledge and belief, the Project has been completed and constructed in accordance with the Construction Contract Documents and all applicable building and safety codes in effect at the time of construction, and that the Project was constructed in accordance with the applicable MSBA sustainability requirements; and (3) signed by a duly authorized representative of the District stating, to the best of his/her knowledge and belief, that all of the terms and conditions of this Project Funding Agreement, all other agreements between the District and the Authority and all applicable regulations and guidelines of the Authority have been satisfied.

"Furnishings and Equipment Schedule" means, where applicable, the complete listing of furniture, fixtures, and equipment, as attached hereto as **Exhibit "F"**.

"Guaranteed Maximum Price" or "GMP" means the agreed total dollar amount for the Construction Manager at Risk services, including the cost of the work, the general conditions, the GMP contingency, and the fee charged by the Construction Manager at Risk firm.

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"Monthly" means once each calendar month.

"Notice to Proceed" means the written communication issued by the District to the Contractor or CM at Risk authorizing him to proceed with the Owner-Contractor or Owner-CM at Risk contract and establishing the date for commencement of the contract time.

"Owner's Project Manager" means the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated by, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner's Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq*., and all applicable policies and guidelines of the Authority.

"Project" refers to replacing the existing C.T. Douglas Elementary School and the Paul P. Gates Elementary School with a single building on the existing Paul P. Gates Elementary School site, as it is more particularly described elsewhere in this Agreement, which is a (1) Capital Construction Project, (2) Major Reconstruction Project, or (3) School Project, each as defined in Chapter 70B, §2.

"Project Cash Flow" means a detailed accounting of the projected amount of funding being received and expended by the District during the course of the Project on a monthly basis, which is attached hereto as **Exhibit "D"**.

"Project Permits" means all permits, approvals, consents, and licenses issued or granted by governmental authorities, necessary or appropriate to the construction, completion, and occupancy of the Project.

"Project Schedule" means the schedule for the Project, including a detailed estimated timeline as described in 963 CMR 2.10(10), which is attached hereto as **Exhibit "C"**.

"Project Scope" means the scope of the Proposed Project that has been mutually agreed to by the Authority and the District and as is attached hereto as **Exhibit "B"**.

"Project Scope and Budget Agreement" means the agreement described in 963 CMR 2.00, *et seq.* that has been executed by the Parties and is incorporated by reference herein.

"Project Scope and Budget Conference" means the conference described in 963 CMR 2.10(9).

"Project Site" means the specific location of the Project as more fully described in **Exhibit "E"** attached hereto.

"Schematic Drawings and Plans" means, where applicable to the Project, preliminary floor plans identifying programmatic and other spaces, elevations, site plans, plot plans, topographical plans, plans showing the location of the Project in relationship to other schools in the district, engineering studies, and any other plans deemed necessary by the Authority.

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"Subcontractor" means a person or entity that has a direct contract with the Contractor or CM at Risk to perform a portion of the work on the Project.

"Total Facilities Grant" means the Authority's final, approved, total financial contribution to an Approved Project, which is calculated by the Authority pursuant to the provisions of Chapter 70B, Chapter 208 of the Acts of 2004, and 963 CMR 2.00 *et seq*., and paid to the District pursuant to a schedule established by the Authority and subject to the terms and conditions of this Project Funding Agreement.

"Estimated Maximum Total Facilities Grant" shall mean the estimated Total Facilities Grant amount, as set forth in the Total Project Budget ("Exhibit A'), which amount does not include reimbursement amounts for any potentially eligible costs within the owner's contingency and construction contingency line items in the Total Project Budget ("Exhibit A"). The actual Total Facilities Grant for the Project may be an amount less than the Estimated Maximum Total Facilities Grant pursuant to the Authority's regulations, policies, and guidelines and the provisions of this Agreement.

"Maximum Total Facilities Grant" shall mean the maximum Total Facilities Grant amount, as set forth in the Total Project Budget ("Exhibit A"), that shall not be exceeded under any circumstances. The Maximum Total Facilities Grant amount includes reimbursement amounts for any potentially eligible costs that may be expended from the owner's contingency and the construction contingency line items in the Total Project Budget ("Exhibit "A") in accordance with the Authority's regulations, policies and guidelines and the provisions of this Agreement. The eligibility of any such costs for reimbursement shall be determined by the Authority within its sole discretion provided that the total amount of Project costs eligible for reimbursement, including any eligible costs expended from the owner's contingency and construction contingency line items, shall not exceed the Maximum Total Facilities Grant amount under any circumstances. The actual Total Facilities Grant for the Project may be an amount less than the Maximum Total Facilities Grant pursuant to the Authority's regulations, policies, and guidelines and the provisions of this Agreement.

"Total Project Budget" means a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, has been or will be incurred in connection with the planning, design, construction, development, the mobilization of the operation, and the completion of the Project, approved by the Authority, which may be updated from time to time by mutual agreement of the Parties and which is attached hereto as **Exhibit "A"**.

"Vendor" means any person, entity, business, or service provider under contract or agreement with the District to provide goods or services to the District in connection with the Project.

SECTION 2
THE PROJECT AND THE TOTAL FACILITIES GRANT

2.1 As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Authority, (a) all of the terms and conditions of this Project Funding Agreement, (b) the applicable provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq*., and (c) any other rule, regulation, policy, guideline, approval, or directive of the Authority, the Authority hereby approves the following Estimated Maximum Total Facilities Grant for the Project: an amount that, except as specifically provided in this Section 2.1, shall under no

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circumstances exceed the lesser of (i) 49.70% of the final approved, total eligible Project costs, as determined by the Authority, ("Reimbursement Rate") or (ii) $36,728,824.00 ("Estimated Total Facilities Grant"). Notwithstanding the foregoing, the Authority may determine, in its sole discretion, and subject to the limitations set forth in Section 2.3 of this Agreement, that expenditures from the owner's contingency and construction contingency line items of the Total Project Budget, so-called, are eligible for reimbursement, and in the event of any such determination, the Authority may adjust the above-stated Estimated Maximum Total Facilities Grant amount to account for the eligible, approved owner's and construction contingency expenditures up to a Maximum Total Facilities Grant of $38,018,861.00. In no event shall the final, Maximum Total Facilities Grant, including any eligible owner's and construction contingency amounts, exceed $38,018,861.00. The Parties hereby acknowledge and agree that the Estimated Maximum Total Facilities Grant and Maximum Total Facilities Grant amounts set forth in this Section 2.1, are maximum amounts of funding that the District may receive from the Authority for the Project, and that the final amount of the Total Facilities Grant may equal an amount less than either of the aforesaid amounts, as determined by an audit conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the above-stated Total Facilities Grant or ineligible for payment by the Authority shall be the sole responsibility of the District. The Reimbursement Rate set forth above, and as more fully described in the reimbursement rate summary, attached hereto as **Exhibit "I"**, includes incentive reimbursement points pursuant to G.L. c. 70B, § 10(a)(C). Any incentive reimbursement points for green/energy efficiency and CM at Risk that may be included in this Agreement have been provisionally assigned and are subject to a final determination by the Authority as to the District's eligibility to receive such incentive reimbursement points. The Reimbursement Rate set forth above and the Total Facilities Grant shall be subject to a decrease, as provided in Section 2.4 of this Agreement, if the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that have been provisionally assigned, as described herein, or such other incentive reimbursement points that may be assigned by the Authority.

2.2 In the event that the Authority determines that the Project is not in accordance or compliance with the Project Scope, the Project Schedule, the Total Project Budget, the Furnishings and Equipment Schedule, the Construction Contract Documents, the Schematic Drawings and Plans, all of the covenants in Section 3 of this Project Funding Agreement, all other terms and conditions of this Project Funding Agreement, the provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq*., and any other applicable rule, regulation, policy, guideline, approval, or directive of the Authority, or is delayed (other than an Excusable Delay), then the Authority may temporarily and/or permanently withhold payments to the District for the Project, provided that the Authority shall not unreasonably withhold any such payments. In the event that the Authority either temporarily or permanently withholds payment for the Project, the District hereby agrees and acknowledges that the Authority shall have no liability for any such withholding of payment or any loss that may occur as a result of any such withholding of payment.

2.3 The Parties hereby acknowledge and agree that, in the event that the lowest, responsible bid or the Guaranteed Maximum Price accepted by the District for the construction of the Project is lower than the corresponding amount set forth in the Total Project Budget, the Authority shall reduce the Total Facilities Grant amount set forth in Section 2.1 of this Agreement accordingly. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for the construction of the Project exceeds the corresponding amount set forth in the Total Project Budget, the Authority shall not make any adjustments to its Total Facilities Grant on account of the bid, and the increased costs shall be the sole responsibility of the

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District. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for construction of the Project exceeds the corresponding amount set forth in the Total Project Budget, the District may use a reasonable amount of the owner's and/or construction contingency to fund the cost of any such budget overrun; provided, however, that expenditures of owner's and/or construction contingency funds for the purpose of funding such budget overruns shall not be eligible for reimbursement by the Authority and shall be the sole responsibility of the District.

2.4 The Reimbursement Rate for the Project is calculated as set forth in the reimbursement rate summary, attached hereto as **Exhibit "I"**, and shall be subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.,* and the policies and guidelines of the Authority. Any incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, must be earned, as determined by the Authority in its sole discretion, and shall be subject to audit by the Authority. If the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, the Authority may, in its sole discretion, decrease the Reimbursement Rate and the Total Facilities Grant accordingly. Any such decrease in the Reimbursement Rate, and corresponding decrease in the Total Facilities Grant, shall be applied retroactively to all payments made to the District by the Authority under the terms of this Agreement and to all requests for reimbursement of eligible Project costs made by the District to the Authority under the terms of this Agreement. If the Authority determines that, as a result of a decrease in the Reimbursement Rate, or a corresponding decrease in the Total Facilities Grant, it has made overpayments to the District, the Authority may recover the amount of such overpayments from the District by whatever remedies are available to it under this Agreement or under applicable law, including, but not limited to, set off against any future payments owed to the District for reimbursement of eligible Project costs, as determined by the Authority. Upon written demand by the Authority, the District shall promptly return to the Authority the amount of any such overpayments unless otherwise agreed to in writing by the Authority.

2.5 The Basis of Total Facilities Grant set forth in Exhibit A to this Agreement includes all budgeted costs for the Feasibility Study authorized by the Authority for the Project ("Feasibility Study Budget") and supersedes and replaces any other Feasibility Study budget that may have been authorized by the Authority and set forth in any Feasibility Study Agreement between the Authority and the District. The Total Facilities Grant set forth in Section 2.1 of this Agreement is calculated by applying the Reimbursement Rate set forth in Exhibit I of this Agreement to the Basis of Total Facilities Grant, which includes the Feasibility Study Budget for the Project. Notwithstanding the provisions of any Feasibility Study Agreement between the Authority and the District, the approved, eligible costs of a Feasibility Study authorized by the Authority for the Project will be reimbursed, retroactively and prospectively, based upon the Reimbursement Rate set forth in Section 2.1 and Exhibit I to this Agreement. Because the Feasibility Study Budget included within the Total Project Budget in this Agreement does not take into account any payments that may already have been made to the District by the Authority for the costs of a Feasibility Study under a Feasibility Study Agreement between the Authority and the District, if any, the Authority shall deduct from the Total Facilities Grant set forth in this Agreement the amount of any payments already made to the District by the Authority for the costs of a Feasibility Study pursuant to the provisions of any Feasibility Study Agreement. Nothing stated in this section of this Agreement shall impair the right of the Authority to make adjustments to the Reimbursement Rate and the Total Facilities Grant or to audit and determine ineligible costs as

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provided elsewhere in this Agreement and in the Authority's statutes, regulations, policies, guidelines and standards.

SECTION 3
COVENANTS

The District covenants and agrees that as long as this Project Funding Agreement is in effect, the District shall and shall cause its employees, agents, and representatives to perform and comply with the following covenants:

3.1 The District acknowledges and agrees that the Authority's grant program, established pursuant to Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any other applicable rule, regulation, policy or guideline of the Authority, is a non-entitlement, discretionary program based on need and the District shall not be entitled to any funds from the Authority except as provided in this Project Funding Agreement.

3.2 The District shall and shall cause its employees to comply with all provisions of this Project Funding Agreement; all other agreements related to the Project that have been referenced herein or otherwise approved in writing by the Authority; and all provisions of law that are applicable to the Project and this Project Funding Agreement and the District shall take all action necessary to fulfill its obligations under this Project Funding Agreement and under all other agreements related to the Project that have been referenced herein or otherwise approved by the Authority.

3.3 The District hereby agrees that it shall submit all Project information, including but not limited to, Total Project Budget information, plans, specifications, Project Schedules, and Project progress reports, and any additional information that may be requested by the Authority, to the Authority in a timely manner in a form satisfactory to the Authority.

3.4 The District hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Project Funding Agreement as promptly as possible.

3.5 The District hereby acknowledges and agrees that <u>all</u> costs related to the Project, including the costs identified in the Total Project Budget and costs of the items appearing in the Project Scope, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to this Agreement and the Authority's regulations, policies, and guidelines. There may be Project costs, in addition to the items specifically identified as ineligible in the Total Project Budget, the Project Scope, the Furnishings and Equipment Schedule, and/or other parts of this Agreement that are ineligible for reimbursement according to such regulations, policies, and guidelines. The District hereby further acknowledges and agrees that certain costs incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority, pursuant to 963 CMR 2.10 & 2.16(5) and other rules, regulations, policies, and guidelines of the Authority, including, but not limited to, the following:

(a.) <u>Financing and Interest Costs</u>. The District hereby acknowledges and agrees that any financing costs incurred by the District, including, but not limited to, interest, principal, costs of issuance and any other cost related to short or long term bonds, notes or other certificates of

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indebtedness, refunding notes or bonds, temporary loans, or any other form of indebtedness issued by the District in relation to an Approved Project and all costs associated with credit rating services, legal services related to the issuance of any indebtedness and financial consulting services shall not be eligible for reimbursement by the Authority.

(b.) Legal Fees and Costs. The District hereby acknowledges and agrees that the cost of legal services, including, but not limited to, bond counsel fees, attorney's fees, arbitration or mediation fees, filing fees, and any other legal fees, costs, or expenses incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority.

(c.) Site Costs. The District hereby acknowledges and agrees that the Authority shall not reimburse the District for any costs associated with site work that exceed eight percent (8%) of the approved building costs of the Project, as determined by the Authority, or are otherwise ineligible for reimbursement pursuant to the Authority's regulations, policies, or guidelines, including, without limitation, the Authority's Site Cost Allowance Guidance.

(d.) Furniture, Fixtures, and Equipment Costs; Technology Costs. The District hereby acknowledges and agrees that the Authority shall only reimburse the District for costs associated with Furniture, Fixtures, and Equipment that are: (a) set forth on Exhibit F; (b) eligible for reimbursement pursuant to the Authority's regulations, policies, and guidelines; (c) do not exceed a total of $1,200 per student, according to the enrollment agreed to in writing by the Authority and the District; and (d) within the Total Facilities Grant amount set forth in Section 2 of this Agreement. The District hereby further acknowledges and agrees that the Authority shall only reimburse the District for costs associated with technology that are: (a) set forth in this Agreement; (b) eligible for reimbursement pursuant to the Authority's regulations, policies, and guidelines; (c) do not exceed a total of $1,200 per student, according to the enrollment agreed to by the Authority; and (d) within the Total Facilities Grant amount set forth in Section 2 of this Agreement.

(e.) All other costs identified in 963 CMR 2.16(5).

All project costs and Project Scope items are subject to review and audit by the Authority, and whether a project cost is eligible for reimbursement shall be determined by the Authority, in its sole discretion, during the Authority's audit of the Project.

3.6 The District hereby acknowledges and agrees that the Authority's Total Facilities Grant is subject to the District's adherence to and maintenance of the Project Scope, Project Schedule, Total Project Budget, and, where applicable, the Furnishings and Equipment Schedule, and the District shall not make any changes, additions, or reductions to the Project Scope, Project Schedule, Total Project Budget, or the Furnishings and Equipment Schedule without the prior written approval of the Authority. Any increases to the Total Project Budget as set forth in Exhibit A as of the Effective Date, shall not result in any changes to the amount of the Total Facilities Grant set forth in Section 2.1 of this Project Funding Agreement.

3.7 The District hereby acknowledges and agrees that the Authority shall not provide any funding for the Project in excess of the amount of the Total Facilities Grant set forth in Section 2 of this Agreement.

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3.8 The District hereby acknowledges and agrees that the Authority shall not be required or obligated to make any payment of the Total Facilities Grant for eligible Project costs while an Event of Default, as defined in Section 22, shall have occurred.

3.9 The District hereby acknowledges and agrees that it shall provide the Authority with an updated Total Project Budget on a Monthly basis that shall include, but not necessarily be limited to, the following: (a) the projected total Project costs, (b) actual expenditures to date, (c) estimated remaining expenditures for the Project, (d) a detailed explanation of all variances from Total Project Budgets previously submitted to the Authority, (e) all sources and amounts of funding, and (f) an updated Project Schedule.

3.10 The District hereby agrees that, in order to demonstrate that adequate funding for the Project is available, it shall provide the Authority in a format prescribed by or otherwise acceptable to the Authority, with (a) an updated Capital Budget Statement; (b) an updated Project Cash Flow projection on a Monthly basis; and (c) an updated Sources and Use Form that sets forth the sources of all of the funding the District will apply to the project, equal to the Total Project Budget. The District hereby further agrees that, upon the request of the Authority, it shall provide the Authority with copies of its financial statements and other details relating to the financial condition of the District.

3.11 The District hereby acknowledges and agrees that, in the event that it receives, has received, or is eligible to receive any insurance proceeds, damages, awards, payments, rebates, grants, or donations from any third party or funding source, other than the Authority, for or in connection with the Project, all such amounts shall be disclosed to the Authority in writing and shall be deducted from the total amount of eligible project costs (also known as Basis of Total Facilities Grant), as determined by the Authority, and the remaining amount of eligible costs shall be apportioned according to the District's reimbursement rate to calculate the maximum Total Facilities Grant.

3.12 The District shall use the Authority's Contract for Project Management Services, Contract for Designer Services, and any other standard contracts, contract provisions, guidelines, procurement documents, requests for services, and forms prescribed by, or otherwise acceptable to, the Authority to procure and hire any Owner's Project Manager, Designer, Contractor,, CM at Risk, professionals, or Consultants in connection with the Project.

3.13 During the course of the Project, the District shall investigate and review, and shall require the Owner's Project Manager, if required for the Project, and the Designer to investigate and review the progress and quality and construction of the Project. The District shall undertake all reasonable efforts designed to ensure that the Contractor or CM at Risk, Subcontractors, and all Vendors expeditiously and diligently construct, equip, and complete the Project in a good and workmanlike manner.

3.14 The District hereby acknowledges and agrees that it shall keep all records related to the Project including, but not limited to, those records described in 963 CMR 2.16(4), for as long as the Assisted Facility is in service as a public school or remains under the ownership or control of the District or for such period of time as is prescribed by applicable law relating to the retention of public records, whichever is longer. The District shall and shall cause its employees, agents, representatives, and its Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors to keep adequate records of the Project and shall make all Project records and the Project site available to the Authority, representatives of the Authority, and the Authority's Commissioning Consultant.

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3.15 The District shall neither change nor permit a change of the Designer or any of its key personnel or sub-consultants without the prior written approval of the Authority in accordance with the provisions of 963 CMR 2.12. If there is any change or proposed change in the Designer or any of its key personnel or subconsultants, the District shall give a written notice to the Authority that shall include a statement of reasons for the change or proposed change and an explanation of the impact of the change or proposed change on the Project. The District shall not contract with a new Designer without first obtaining the Authority's written approval of the new Designer. The District shall comply with all applicable provisions of law in the procurement of a new Designer.

3.16 The District shall not change the Contractor or CM at Risk without first giving prior written notice to the Authority of the District's intent to make such a change in accordance with the provisions of 963 CMR 2.12. As part of its written notice to the Authority, the District shall provide a statement of reasons for the proposed change and an explanation of the impact of the change on the Project. The District shall comply with all applicable provisions of law in selecting or otherwise allowing a new Contractor to take over the Project and the District shall provide written notice to the Authority identifying the new Contractor or CM at Risk and describing the process by which the new Contractor or CM at Risk was selected for or otherwise took over the Project.

3.17 By no later than ten (10) days after the Effective Date, the District shall certify to the Authority in writing that it has delivered this Project Funding Agreement to any Designer, Owner's Project Manager, and Contractor or CM at Risk hired, or otherwise assigned to the Project, by the District and shall provide the Authority with copies of the transmittal letters and any documents evidencing such delivery. In the event that the Owner's Project Manager, Designer, Contractor or CM at Risk is hired or assigned by the District after the Effective Date, the District shall deliver this Project Funding Agreement to said Owner's Project Manager, Designer, Contractor or CM at Risk within ten (10) days after the effective date of hire or assignment.

3.18 With respect to all actions taken in relation to the Project, the District and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the Owner's Project Manager, Designer, Contractor or CM at Risk, and all Vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

3.19 The District shall require the Contractor or CM at Risk to indemnify the Authority and comply with the indemnification requirements set forth in Section 16 of this Project Funding Agreement. Within sixty (60) days after the Effective Date, the District shall provide the Authority with written documentation evidencing such indemnification of the Authority, unless otherwise agreed in writing by the Authority. In the event that the Contractor or CM at Risk is hired or assigned by the District after the Effective Date, the District shall provide such written documentation evidencing such indemnification within ten (10) days after the effective date of hire or assignment. In the event that the District does not obtain indemnification of the Authority from the Contractor or CM at Risk within these deadlines, the Authority may terminate this Project Funding Agreement.

3.20 The District shall furnish to the Authority such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Authority to ensure that the terms of this Project Funding Agreement are being observed and performed in all respects, and that the Project is progressing satisfactorily as planned in strict compliance with all applicable federal,

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state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

3.21 During the course of the Project, the District shall submit to the Authority a list of all proposed changes (in the form of a Potential Change Order log, so-called) and all actual changes, amendments, addenda to the Construction Contract Documents, the Owner-Designer contract and the Owner-OPM contract. The District shall submit all executed change orders, extra work orders, or modifications to the Project to the Authority for the Authority to consider whether the costs associated with such change orders, extra work orders, or modifications are eligible for reimbursement by the Authority pursuant to this Project Funding Agreement. The District hereby acknowledges and agrees that the Authority's review of the proposed change orders, change orders, and amendments shall be limited to whether the change order or amendment may be eligible for reimbursement pursuant to this Agreement and the Authority's regulations, policies, and guidelines. The District must independently determine whether the proposed change order or amendment is reasonable and necessary for the Project. Nothing stated herein shall relieve the District of its obligation to comply with all applicable law related to the processing of change orders and amendments by the District.

3.22 The District shall undertake all reasonable efforts to ensure that the Contractor or CM at Risk and Subcontractors obtain all Project Permits and shall certify to the Authority in writing that the Contractor or CM at Risk and Subcontractors have obtained such Project Permits within fifteen (15) days after the Project Permits have been obtained. With respect to any of the Project Permits that are required by law to be recorded or filed with any government office, the same shall be duly recorded and filed in accordance with all applicable requirements. The Authority shall have the right to request copies of Project Permits at any time, and the District shall make available any Project Permits requested by the Authority.

3.23 Prior to receiving final payment from the Authority, the District shall have obtained all required inspections and approvals of the Project that are required by law or otherwise required by the Authority.

3.24 The District hereby acknowledges and agrees that the Authority shall engage an independent party, not affiliated or associated with the Owner's Project Manager, Designer, Contractor or CM at Risk, to provide commissioning services with the intent of achieving, verifying and documenting the performance of building systems in accordance with the design intent and the functional and operational needs of the District (hereinafter "Commissioning Consultant"). The District agrees that it shall fully cooperate with and accommodate the commissioning efforts undertaken by the Authority and the Commissioning Consultant and shall require the Owner's Project Manager, Designer, and the Contractor or CM at Risk to provide the same level of cooperation and accommodation. The District further agrees to allow adequate time within its Project Schedule to allow the Authority's Commissioning Consultant to perform its work, and the Authority shall not be responsible for any delays that may result from the Commissioning Consultant's work.

3.25 Within ninety (90) days after the District approves final payment to the Contractor or CM at Risk for the Project, or provides such other appropriate documentation, as reasonably determined by the Authority, indicating that the construction of the Project is one hundred percent (100%) complete, the District shall submit to the Authority a Final Request and Certificate for Reimbursement and an accounting of the total final Project costs in a form prescribed by or otherwise acceptable to the Authority.

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3.26 The District hereby agrees that, upon completion of the Project, the Assisted Facility shall have an anticipated useful life of at least 50 years as a public school or that the Project will materially extend the useful life of the School and preserve an asset that otherwise is capable of supporting the required Educational Program.

3.27 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, or agents shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Project Funding Agreement, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Project Funding Agreement and shall be cause for the Authority to revoke any and all payments otherwise due to the District, to recover any previous payments made to the District, and/or make the District ineligible for any further funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.28 The District hereby acknowledges and agrees that the Authority shall bear no responsibility, cost or liability for the results of any study, environmental assessment, geotechnical site testing, including but not limited to, site remediation, clean-up, or other site remediation services.

3.29 The District hereby acknowledges and agrees that the requirements set forth in the Agreement are intended solely for the benefit and protection of the Authority as the grantor of Project funding. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the District regarding legal or contractual requirements or best practices for the Project. It is solely the obligation of the District to determine and comply with all legal requirements applicable to the Project and to determine and enforce any necessary contractual requirements and obligations of its Designer, Owner's Project Manager, and Contractor or CM at Risk.

3.30 The District shall not issue the Notice to Proceed prior to the Effective Date unless otherwise agreed to in writing by the Authority.

3.31 The District shall use its best efforts to monitor the performance of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors and shall use its best efforts to enforce the provisions of the District's contracts with each of them.

3.32 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager, Designer, Contractor, CM at Risk at Risk, Subcontractor, consultant or vendor for the Project with the procurement, pre-qualification or selection of an Owner's Project Manager, Designer, Contractor, CM at Risk at Risk, Subcontractor, consultant or vendor for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

3.33 Specifications for Construction Contract Documents shall comply with, among other things, the provisions of G.L. c. 30, § 39M(b). If the District intends to include specifications that are written

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for less than full competition for one or more items of material furnished under the Construction Contract Documents (so-called "proprietary specifications") as described in G.L. c. 30, § 39M(b), the District shall provide to the Designer for inclusion with the Designer's Construction Documents submittals to the Authority the supporting documentation required by G.L. c. 30, § 39M(b). Upon request by the Authority, the District shall submit to the Authority, all documentation required by G.L. c. 30, § 39M(b) and any additional documentation or certifications that the Authority may require. If the District fails to comply with the provisions of G.L. c. 30, § 39M(b) or this paragraph, the Authority may deem ineligible some or all of the costs related to such proprietary specifications.

SECTION 4
REPRESENTATIONS AND WARRANTIES

The District and the undersigned, for themselves and for the District, hereby warrant and represent that each of the following statements is true, correct and complete:

4.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Project Funding Agreement.

4.2 The District is duly authorized and has taken all necessary steps to authorize the execution and delivery of this Project Funding Agreement and to perform and consummate all transactions contemplated by this Project Funding Agreement. The undersigned have been duly authorized in accordance with law to execute and deliver this Project Funding Agreement on behalf of the District. This Project Funding Agreement and its execution by the undersigned does not and will not, to any material extent, conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

4.3 The District has all requisite legal power and authority to own, or to control in accordance with the provisions of 963 CMR 2.05(1), and to operate the Assisted Facility and Project Site for the useful life of the Assisted Facility.

4.4 The District holds fee simple title, or, in the alternative, a lease in accordance with the provisions of 963 CMR 2.05(1), to the Assisted Facility and the Project Site and any easements and rights-of-way, necessary to ensure the undisturbed use and possession of the Assisted Facility and Project Site.

4.5 No information furnished by or on behalf of the District to the Authority in this Project Funding Agreement, including all Exhibits attached hereto, the Project Scope and Budget Agreement, the Feasibility Study Agreement, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Statement of Interest or Project contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained in this Agreement or in the aforementioned documents not misleading in light of the circumstances in which the same were made.

4.6 The District has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the Project, in accordance with formats prescribed by or otherwise acceptable to the

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Authority, and has taken all actions necessary or required by law to enable it to enter into this Project Funding Agreement and to fund and perform its obligations hereunder in accordance with the Authority's policies and standards. This Project Funding Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

4.7 The District has read and fully understands and shall remain in compliance with Chapter 70B; Chapter 208 and 210 of the Acts of 2004; 963 CMR 2.00 *et seq.,* and all other applicable rules, regulations, policies, guidelines, approvals, directives, and procedures of the Authority.

4.9 The District has read and fully understands the provisions of 963 CMR 2.04 and warrants and represents that the Project has been designed and constructed in accordance with the requirements and standards set forth in 963 CMR 2.04.

4.10 The District has read and fully understands the provisions of 963 CMR 2.16 and understands that certain costs and expenses incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority, including, but not limited to, those items listed in 963 CMR 2.16 and/or identified in this Agreement.

4.11 The District has read and fully understands the provisions of 963 CMR 2.16(4) and has a record keeping system in place to file, track, and retain all records related to the Project for as long as the Assisted Facility is in service as a public school or remains under the ownership of the District or for such period of time as is prescribed by applicable law relating to the retention of public records, whichever is longer..

4.12 The Project has successfully undergone review and obtained all necessary approvals, or shall have successfully undergone review and obtained all necessary approvals prior to the solicitation of construction bids, by any departments or agencies of the Commonwealth required by law to review such projects, including, but not limited to, the Massachusetts Historical Commission, the Massachusetts Commission Against Discrimination, the Secretary of Environmental Affairs, and the Architectural Access Board in accordance with all applicable laws and regulations and the District has provided, or shall have provided prior to the solicitation of construction bids, any written documentation evidencing such reviews and/or approvals to the Authority.

4.13 No litigation before or by any court, public board or body is pending against either the District or the Authority seeking to restrain or enjoin the execution and delivery of this Project Funding Agreement or the construction or operation of the Project, or contesting or affecting the validity of this Project Funding Agreement or the power of the District to pay its share of the Project.

4.14 The District has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all District employees, agents, consultants, and representatives and the Owner's Project Manager, Designer, Contractor, and Vendors working on or for the Project are in compliance with M.G.L. c. 268A to the extent that it is applicable.

4.15 The District meets all of the applicable requirements of M.G.L. c. 7C, §44A through 58, inclusive; c. 70B; c. 149; chapter 193 of the Acts of 2004; 963 CMR 2.00 *et seq.*; and all other

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applicable provisions of federal, state, and local law, and has implemented policies and procedures to ensure that all District employees, agents, consultants, and representatives and the Owner's Project Manager, Designer, Contractor, and Vendors working on or for the Project are in compliance with the applicable requirements of M.G.L. c. 7C, § 44A through 58, inclusive; c. 70B; c. 149; chapter 193 of the Acts of 2004; 963 CMR 2.00 *et seq.*; and all other applicable provisions of federal, state, and local law.

4.16 The District has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the Project.

4.17 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

4.18 The District has submitted to the Authority a completed electronic payments form, as prescribed by the Authority and attached hereto as in accordance with the instructions stated on the form.

4.19 In each fiscal year since fiscal year 1999, the District has spent at least 50% of the sum of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70 for those purposes.

4.20 All meetings of all public bodies in the District that relate in any way to the Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.

SECTION 5
DISBURSEMENT OF TOTAL FACILITIES GRANT

Subject to the terms and conditions of this Project Funding Agreement, the Authority shall disburse Total Facilities Grant funds to the District in accordance with and subject to the following:

5.1 (a.) Using the Authority's Pro-Pay system, the District shall submit requests for reimbursement to the Authority on a Monthly basis in a format and manner prescribed by the Authority. Each Monthly request for reimbursement shall be approved locally by a duly authorized representative of the District, shall be in a form prescribed by or otherwise acceptable to the Authority, and shall include, in reasonable detail: (1) the amount of reimbursement requested, (2) the nature of the materials, property, or services received, (3) the total value of the work performed and materials furnished by each of the Designer, Contractor, Owner's Project Manager, and each Vendor to date, (4) the value of the work completed during the reimbursement period, and (5) the percentage of completion to date for each line item of work.

(b.) Each request for reimbursement submitted by the District shall be accompanied by (1) the invoices for each of the amounts requisitioned, (2) proof of payment by the District, and (3) any other supporting documentation and information substantiating the District's request for reimbursement, as the Authority may request, in a form satisfactory to the Authority.

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(c.) Each request for reimbursement shall include a written certification signed by a duly authorized representative of the District stating that: (1) such request for reimbursement is solely for costs incurred by the District in connection with the Project, (2) the obligations itemized in the request for reimbursement have not been the basis for a prior request for reimbursement submitted by the District that has been paid or rejected by the Authority, unless otherwise directed by the Authority, (3) the request for reimbursement is for work actually and properly performed or for materials or property properly identified in the request for reimbursement as not incorporated in the work but delivered and suitably stored at the Project Site, (4) the request for reimbursement properly identifies materials or property approved for payment by the District as stored off the Project Site, with all costs of storage, insurance, perpetual inventory, monthly inspection and any maintenance requirement borne by the Contractor, and that the District has received the necessary proof of insurance and titles to the materials or property prior to payment to the Contractor, (5) the District has not received and is not expecting to receive any rebates, monetary settlements, grants, monetary donations, surety bond payments, insurance proceeds, or any other funding from a third party, other than the Authority, in connection with the Project that is the subject of the request for reimbursement, (6) the request for reimbursement is for costs that already have been duly paid by the District, and (7) the request for reimbursement is within the Total Project Budget approved by the Authority.

(d.) After receipt from the District of a timely and properly submitted request for reimbursement, the Authority shall make a reasonable effort to reimburse the District for the Authority's share of eligible Project costs, subject to the terms and conditions of this Project Funding Agreement, within 15 days of receiving such request for reimbursement. The District hereby acknowledges and agrees that the amount of eligible Project costs reimbursed by the Authority may be subject to change depending on the results of an audit conducted by the Authority pursuant to Sections 5 and 6 of this Project Funding Agreement.

5.2 The Authority may review and perform a preliminary audit on each request for reimbursement submitted pursuant to this Section 5 to ensure that only eligible, approved costs of the Project are reimbursed by the Authority. In the event that the Authority determines that an item contained in a request for reimbursement submitted by the District is not eligible for reimbursement by the Authority, the Authority shall adjust a pending or a subsequent reimbursement to the District to account for the ineligible costs. The District hereby acknowledges and agrees that each audit conducted pursuant to this Section 5 is preliminary, and the Authority may further adjust and alter the results of a preliminary audit after conducting subsequent audits or the final project cost audit of the Project pursuant to Section 6 of this Project Funding Agreement.

5.3 Notwithstanding any other provisions of this Project Funding Agreement to the contrary, in no event shall disbursements of the Total Facilities Grant by the Authority exceed, in the aggregate, ninety-five percent (95%) of the Total Facilities Grant described in Section 2 of this Project Funding Agreement, unless the District has filed a Final Request and Certificate for Reimbursement and the Authority has completed a final project cost audit of the Project pursuant to Section 6 of this Project Funding Agreement.

SECTION 6
FINAL PROJECT COST AUDIT

6.1 Upon the filing of a Final Request and Certificate for Reimbursement with the Authority or at a time determined by the Authority, the Authority shall conduct a final, close-out project cost audit of

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the Project, including a review of all requests for reimbursement and other documentation submitted to the Authority during the course of the Project, any other documents or materials that the Authority may request, and an inspection of the Project, to determine the final Total Facilities Grant. The District hereby agrees and acknowledges that the Contractor's, Owner's Project Manager's and Designer's records shall be subject to audit by the Authority and such records shall include, but not be limited to, to the extent applicable, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders, bid tabulations, etc.), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), backcharge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other Contractor records which may have a bearing on matters of interest to the Authority in connection with the Contractor's work for the District. All of the foregoing shall be open to inspection and subject to audit and/or reproduction by the Authority and/or its agent and/or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with all requirements of the Construction Contract Documents, and (b) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

6.2 Other specific records subject to audit by the Authority shall include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, correspondence, electronic mail, invoices, notes, daily diaries, photographs, videos, meeting minutes, field reports, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may in the Authority's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any District documents, Designer documents, Owner's Project Manager documents, Vendor documents or Construction Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. In those situations where said records have been generated from computerized data (whether mainframe, mini-computer, PC based or other computer systems), the District agrees to provide the Authority with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

6.3 Upon satisfactory completion of the final project cost audit, as reasonably determined by the Authority, the Authority shall send an audit report and acceptance form and release to the District and, subject to the execution of the acceptance form and release by the District and final approval by the Authority's Board of Directors, make a final payment of the Total Facilities Grant to the District, less all adjustments for ineligible Project costs and any other adjustments that the Authority reasonably determines as necessary.

6.4 Notwithstanding any provisions in this Project Funding Agreement to the contrary, the ninetieth (90th) day after the District approves final payment to the Contractor for the Project or the ninetieth (90th) day after the District provides sufficient documentation, as reasonably determined by the Authority, indicating that the construction of the Project is approximately one-hundred percent (100%) complete or such other time, as the Authority may determine in its sole discretion, shall be the final cut-off date for incurring Project costs that may be eligible for reimbursement by the Authority.

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SECTION 7
OWNER'S PROJECT MANAGER

7.1 The District shall neither change nor permit a change of the Owner's Project Manager or any of its key personnel or subconsultants without the prior written approval of the Authority. If there is any change or proposed change in the Owner's Project Manager or any of its key personnel or subconsultants, the District shall give a written notice to the Authority that shall include a statement of reasons for the change or proposed change and an explanation of the impact of the change or proposed change on the Project. The District shall not contract with or otherwise assign a new Owner's Project Manager without first obtaining the Authority's written approval of the new Owner's Project Manager. The District shall comply with all applicable provisions of law in the procurement or assignment of a new Owner's Project Manager.

7.2 The District shall make all reasonable efforts to ensure that the Owner's Project Manager complies with all provisions of any contract between the District and the Owner's Project Manager, and the Authority's regulations, guidelines and policies, and shall use its best efforts to enforce its rights thereunder. If the Owner's Project Manager is an existing employee of the District, the District shall exercise such supervision, control and direction over its employee-Owner's Project Manager as is necessary to enforce and perform its obligations under any agreement with the Authority; the Authority's regulations, policies and guidelines; any certification filed with the Authority, and any terms and conditions imposed by the Authority. The District shall also ensure that any consultant who is directly hired by the District to perform any portion of the project management services for the Project shall comply with the provisions of any contract between the District and said consultant.

7.3 If the Authority determines (1) that the Owner's Project Manager is not performing its obligations in accordance with the provisions of the Owner-Owner's Project Manager contract, Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any policies, approvals, directives, and guidelines of the Authority, or (2) that the District, knowing or having reason to know that the Owner's Project Manager is not performing its obligations in accordance with the provisions of the Owner-Owner's Project Manager contract, Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq*., and any policies, approvals, directives, and guidelines of the Authority, has failed to use its best efforts to enforce its rights under the Owner-Owner's Project Manager Contract, or (3) if the District fails to perform its obligations under any provisions of this Project Funding Agreement that relate to services of the Owner's Project Manager, the Authority reserves the right to withhold payments to the District, to recoup payments already made to the District, and/or to set off against payments due to the District, any otherwise eligible costs, as determined by the Authority, that relate to reimbursement to the District for Owner's Project Manager services

7.4 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct,

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censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Project.

SECTION 8
DUTY TO BUILD, MAINTAIN AND OPERATE

8.1 The District hereby acknowledges and agrees that, in the event that the District does not complete the Project or otherwise fails to operate and maintain the Assisted Facility as a public school in substantial compliance with the Educational Program filed with the Authority as part of its Application and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq*. and any rules, regulations, policies, and guidelines of the Authority, the District shall reimburse the Authority the full amount of any and all funds received from the Authority in connection with the Project.

8.2 The District shall maintain the Assisted Facility as a public school in substantial compliance with the Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, and 963 CMR 2.00 *et seq*., Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq*. and any rules, regulations, policies, and guidelines of the Authority, unless otherwise agreed to in writing by the Authority. In the event that the District knows or has reason to know that the Assisted Facility is no longer operated and maintained as a public school in substantial compliance with the Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, and 963 CMR 2.00 *et seq*., Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq*. and any rules, regulations, policies, and guidelines of the Authority, the District shall give written notice thereof to the Authority.

8.3 The District shall maintain the Assisted Facility in a good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, ordinances, codes, covenants and rules and regulations set forth by any government authority with jurisdiction over matters concerning the condition and the use of the Assisted Facility.

SECTION 9
INSURANCE

9.1 The District shall obtain and maintain all insurance required by law and such other insurance in such types and in such amounts as the Authority may require from time to time.

9.1.1 During the course of the Project, the District shall purchase and maintain, or shall cause the Contractor or CM at Risk to purchase and maintain, at their own expense, coverage against loss or damage to the Project in an amount equivalent to the Total Project Budget at the sole expense of the District, Contractor or CM at Risk, as the case may

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be. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the Total Project Budget or $10,000,000. The policy shall include transportation and coverage for delivered and/or stored materials designated to be incorporated into the Project. The policy shall include the Authority as a loss payee as its interests may appear. Coverage shall be maintained until final acceptance of the Project by the District and final payment has been made. The District (or Contractor or CM at Risk, if coverage is purchased by Contractor or CM at Risk) is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

9.1.2 Following completion of the Project, the District shall, at its sole expense, purchase and maintain coverage against loss or damage to the Assisted Facility in an amount equivalent to the estimated full replacement cost of the Assisted Facility. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, mechanical and electrical breakdown, and boiler and machinery accidents, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the estimated full replacement cost of the Assisted Facility or $10,000,000. The policy shall include the Authority as a loss payee as its interests may appear. The District is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

9.1.3 The District shall include the Authority as an additional insured in any commercial general liability policy held by the District for liability arising out of the Project.

9.1.4 The Authority shall not be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

9.1.5 Upon request by the Authority, the District shall obtain and provide to the Authority originals of certificates of insurance evidencing the insurance coverage required by this section of the Project Funding Agreement.

9.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that each of any Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendor hired by the District in connection with the Project obtain and maintain all insurance coverage required by law and such other insurance coverage in such types and amounts as the Authority may require from time to time, including the insurance coverage required by this Project Funding Agreement and by any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for designer services. The insurance required by this Section shall be provided at the sole expense of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors, as the

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case may be, and shall be in full force and effect for the full term of any contract between the District and said Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors or for such longer period as the Authority may require, including any such longer period that may be required by this Project Funding Agreement or the standard contracts prescribed by the Authority and executed by the District.

9.3 The District shall include in the contract between the Owner and the Contractor or CM at Risk at Risk, as the case may be, the standard language contained in **Exhibit "G"** regarding minimum insurance requirements for Contractors or CMs at Risk. The District may impose additional insurance requirements for either construction delivery method provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that the District shall give the Authority a written notice that clearly describes any such additional requirements. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary and should be included in the contract between the Owner and the Contractor or CM at Risk at Risk.

9.4 The District shall obtain originals of certificates of insurance evidencing the insurance coverage that may be required by the Authority from time to time, including the insurance coverage required by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors, simultaneously with the execution of said contracts or, in the event that said contracts have been executed prior to the date of this Project Funding Agreement, as soon as possible thereafter. Upon request of the Authority, the District shall submit such certificates of insurance to the Authority, showing each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The District shall require each of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors to submit updated insurance certificates to the District prior to the expiration of any of the insurance policies or coverage referenced in this Section so that the District shall at all times possess certificates indicating current coverage.

9.5 The failure of the District to ensure that each of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors obtain and maintain the insurance required by the Authority, this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors, or to provide the insurance certificates required by this Project Funding Agreement shall constitute a material breach of this Project Funding Agreement and shall be just cause for termination of this Project Funding Agreement.

9.6 The District shall, and shall require, as the case may be, its insurers and each of the Owner's Project Manager, Designer, Contractor or CM at Risk, Vendors and their insurers to, give written notice to the Authority at least thirty days prior to the effective date of any termination, cancellation, or material modification of any insurance required by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors.

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9.7 With respect to all policies of insurance required of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager and standard design contract, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors, the District shall ensure that neither the District nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

9.8 Insufficient insurance shall not release the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors from any liability for breach of their obligations under an agreement between the District and any of them.

9.9 All insurance policies required by this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the District and the Authority.

9.10 The District shall take all reasonable steps designed to ensure that the Owner's Project Manager, Contractor or CM at Risk, Designer, and Vendors each agree that they and their Subcontractors shall do no act, nor suffer any act to be done, which will vacate, void or impair the coverage of any insurance policies required under this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors.

9.11 The District shall, upon request by the Authority, produce copies of all policies of insurance maintained by the District, its Contractor or CM at Risk, Owner's Project Manager, Designer and Vendors related to the Project, to the Authority.

SECTION 10
COMPLIANCE WITH CONSTRUCTION CONTRACT DOCUMENTS, PROJECT PERMITS AND OTHER APPLICABLE LAW

10.1 The District shall be solely responsible to the Authority for the implementation and completion of the Project in accordance with the Construction Contract Documents and Project Permits, and for the economical and efficient operation and administration of the Project. In addition, notwithstanding any right of approval, review, or inspection held by the Authority in connection with this Project Funding Agreement, the District shall be fully and solely responsible for taking all reasonable actions designed to ensure that the Project complies with all applicable building codes, laws, rules and regulations.

10.2 The District shall be responsible for enforcing the provisions of the Construction Contract Documents and shall use its best efforts to ensure that the Contractor or CM at Risk performs all of its contractual obligations thereunder in a satisfactory manner.

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SECTION 11
DEFECTS

11.1 The District shall use its best efforts to require the Contractor or the CM at Risk, at the Contractor's or CM at Risk's own cost and expense, to repair any defect in materials or workmanship in the Project or any portion of the Project that may develop during the applicable warranty period and the District shall, to the extent permitted by law, indemnify, defend and hold the Authority harmless from and against any loss, cost, liability or expense paid or incurred by the Authority (including all attorney's fees and other costs incurred by the Authority in the defense of any such action) with respect to any claim asserted against the Authority by any party with respect to any such defect, actual or alleged.

SECTION 12
ACCESS

12.1 The District shall permit the Authority to have unrestricted access to the Project Site and the Assisted Facility at all reasonable times and shall allow the Authority to examine, inspect and copy all agreements, Construction Contract Documents, books, records, communications, and all other documents, materials and information related to the Project, for the purposes of, without limitation, determining compliance with this Project Funding Agreement, compliance with all other agreements related to the Project, and for assessing the progress of the Project.

12.2 The District shall promptly make available to the Authority any other documents or materials related to the Project, as the Authority may request from time to time.

SECTION 13
PRESENCE ON THE PREMISES OF THE ASSISTED FACILITY

13.1 The District shall require each of the Owner's Project Manager, Designer, Contractor or CM at Risk and Vendors, as the case may be, to agree that that all persons whose duties bring them upon the Project Site shall comply with the reasonable directions of the authorized officers and/or representatives of the District and the Owner's Project Manager.

13.2 In the event of a material accident of any kind related to the Project, the District shall immediately notify the Authority in writing. For purposes of this section, material accident shall mean an accident resulting in death, serious injury or a serious breach in the physical plant.

SECTION 14
RESTRICTION ON SALE, LEASE, OR REMOVAL FROM SERVICE

14.1 As a condition of the Authority providing a Total Facilities Grant to the District, the District agrees to maintain and operate the Assisted Facility as a public school facility consistent with its Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq*., and any rules, regulations, policies and guidelines of the Authority. In the event that the District wishes to sell, rent, lease, license, mortgage, donate, transfer control of, declare as surplus or otherwise dispose of an Assisted Facility, or any portion of an Assisted Facility, or convey or terminate any interest therein,

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other than renting, licensing, leasing or otherwise allowing for a temporary or periodic community use of the Assisted Facility that does not interfere with or result in changes to the Educational Program, the District shall provide the Authority with a written notice of its intent to sell, rent, lease, license, mortgage, donate, transfer control of, declare as surplus, or otherwise dispose of the Assisted Facility, or any portion of an Assisted Facility, or convey or terminate any interest therein, at least sixty (60) days prior to the effective date of any such proposed action, in accordance with the notice provisions of Section 17 of this Project Funding Agreement. The notice of intent to take any of the aforementioned actions shall include the current appraised value of the Assisted Facility and the maximum resale price on the basis of highest and best use of the facility. If the Authority disagrees with the current appraised value of the Assisted Facility, the Authority may obtain a second appraisal at its own expense, and the current appraised value shall be equal to the greater of the two appraisal amounts on the basis of highest and best use of the facility.

14.2 The provisions of Chapter 70B, § 15(a)-(c) shall apply to any sale, rental, lease or removal from service of the Assisted Facility, except for a rental or lease that is for a temporary or periodic community use. In the event that the District sells, rents, or leases the Assisted Facility, other than renting or leasing the Facility for a temporary or periodic community use, the Authority shall receive no less than its share, in proportion to its investment in the total Project cost, of the fair market value of the Assisted Facility, as determined by an appraisal conducted pursuant to Section 14.1 above.

SECTION 15
NOTICE OF CLAIMS

15.1 The District shall notify the Authority promptly in writing at the address and in the manner required by Section 17 of this Project Funding Agreement of any material claim or action brought against the District, Designer, Owner's Project Manager, Contractor or CM at Risk, Vendors and/or any and all Sub-Contractors arising out of this Project Funding Agreement or the Project.

15.2 Neither the District nor any person or entity claiming by through or under it, shall file a civil action arising out of the provisions of this Project Funding Agreement against the Authority without first serving the Authority with a written notice stating the factual basis of its claims, the applicable provisions of the Project Funding Agreement that the claim is based upon, and the remedy that the District is seeking. No civil action arising out of the provisions of this Project Funding Agreement shall be filed by the District against the Authority until the expiration of sixty (60) days after the Authority has received the notice of claim required by this section.

SECTION 16
INDEMNIFICATION

16.1 To the fullest extent permitted by law, the District shall indemnify, defend, and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorneys fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Authority, its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the implementation of this Project Funding Agreement or any activities, acts or omissions in relation to the Project, including, but not limited to, the performance of any contract or obligation directly or

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indirectly related to the Project. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

16.2 To the fullest extent permitted by law, and unless otherwise agreed to in writing by the Authority, the District shall require the Contractor or CM at Risk, as the case may be, to indemnify, defend, and hold harmless the Authority and its officers and employees as set forth below:

> To the fullest extent permitted by law, the Contractor [CM at Risk] hereby agrees to indemnify, defend and hold harmless the Authority and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Authority arising out of or resulting from the performance or non-performance of the work performed by the Contractor [CM at Risk] and subcontractors, provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are alleged to be caused in whole, or in part, by an act or omission of any of the Contractor[or CM at Risk], any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

SECTION 17
NOTICE

17.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: 617-720-5260

If to the District:

Acton-Boxborough Regional School District
15 Charter Road
Acton, Massachusetts
Attention: Superintendent

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

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SECTION 18
AMENDMENTS

18.1 This Project Funding Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

SECTION 19
ADDITIONAL PROVISIONS

19.1 All certifications, filings, and submissions to the Authority required by this Project Funding Agreement shall contain a statement, signed by a duly authorized representative of the District, that such certification, filing, or submission is true, complete, and accurate, to the best of the District's knowledge.

19.2 No member or employee of the Authority shall be held personally or contractually liable by or to the District under any provision of this Project Funding Agreement, because of any breach of this Project Funding Agreement, or because of its execution or attempted execution.

19.3 The District shall neither assign any interest, in whole or in part, in this Project Funding Agreement, nor transfer any interest in same, whether by assignment or novation, without the prior written approval of the Authority.

19.4 Nothing in this Project Funding Agreement shall be construed as creating a duty or obligation on the part of the Authority to oversee or monitor the performance of the Designer, Contractor or CM at Risk, Owner's Project Manager, or other Project participants. The Authority shall not be responsible for, among other things, the design of the Project, architectural plans, construction means, methods, techniques, sequences or procedures, quality control or construction safety, or compliance with the Construction Contract Documents, Project Permits or any applicable provisions of law, which shall be and remain the sole responsibility of the District and its Designer, Contractor or CM at Risk, Owner's Project Manager and Vendors, as the case may be.

SECTION 20
GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

20.1 This Project Funding Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Project Funding Agreement; otherwise, this Project Funding Agreement shall be construed as though such provision(s) had never been made a part hereof.

20.2 Any civil action brought against the Authority by the District, or any person or entity claiming by through or under it, that arises out of the provisions of this Project Funding Agreement, shall only be brought in a court of competent jurisdiction in Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or

Execution Copy

entity claiming by through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Authority that may arise out of the provisions of this Project Funding Agreement.

20.3 This Project Funding Agreement and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the District and a duly authorized representative of the Authority. The undersigned, who are signing on behalf of the District, hereby warrant and represent that they possess the full legal authority to execute this Project Funding Agreement on behalf of the District and to bind the District to its terms and conditions. In the event that the Authority determines that the undersigned are not duly authorized to execute this Project Funding Agreement and to bind the District, the Authority may, in its sole discretion, take whatever action it deems necessary to terminate this Project Funding Agreement, to suspend or terminate payments to the District and to recover any funds disbursed to the District. Any rights and remedies available to the Authority under the provisions of this Project Funding Agreement shall be in addition to any other rights and remedies provided by law.

SECTION 21
WAIVERS

21.1 The terms, conditions, covenants, duties and obligations contained in this Project Funding Agreement may be waived only by written agreement executed by duly authorized representatives of the District and the Authority. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Project Funding Agreement. Forbearance or indulgence in any form or manner by either Party to this Project Funding Agreement shall not be construed as a waiver, nor in any way limit the remedies available to that party.

21.2 The Authority's payment(s) to the District under this Project Funding Agreement or its review, approval or acceptance of any actions by the District under this Project Funding Agreement shall not operate as a waiver of any rights or remedies available to the Authority under this Project Funding Agreement or as otherwise provided by law and the District shall remain liable to the Authority for all damages incurred by the Authority arising out of the District's failure to perform in accordance with the terms and conditions of this Project Funding Agreement.

SECTION 22
DEFAULTS AND REMEDIES

22.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Project Funding Agreement:

(a.) If the District shall fail to perform or observe any covenant, agreement, term or condition on its part provided in this Project Funding Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided that, if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority, in writing, is instituted by the District within such period and diligently pursued until the failure is remedied;

Execution Copy

(b.) If any representation or warranty made by the District in this Project Funding Agreement shall prove to have been incorrect, false, or to be misleading in any material respect;

22.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Project Funding Agreement, and may: (a) terminate this Project Funding Agreement, (b) permanently withhold or temporarily suspend payment of the Total Facilities Grant to the District, (c) recover any payments of the Total Facilities Grant previously made to the District, and/or (d) exercise any other right or remedy upon such default as may be granted to the Authority under this Project Funding Agreement or under any other applicable provision of law.

22.3 No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient.

22.4 The rights and remedies conferred upon or reserved to the Authority under this Project Funding Agreement are not intended to be exclusive and every such right or remedy shall be cumulative and shall be in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, lawsuit, withholding, recoupment, counterclaim, or crossclaim, either during or after performance of this Project Funding Agreement.

SECTION 23
TERMINATION

23.1 This Project Funding Agreement may be terminated by the Authority if an Event of Default shall have occurred as provided in Section 22. Notice of such termination shall be in writing and shall be effective immediately upon service of the notice in the manner provided in Section 17. Upon five (5) days written notice, this Project Funding Agreement may be terminated by the Authority in the event of any action constituting fraud, malfeasance, or illegal activity committed in connection with the Project by the District or any of the District's employees, or, where the District knew or should have known, by the Architect, Owner's Project Manager, CM at Risk, Contractors or Vendors.

23.2 This Agreement may be terminated by mutual written agreement of the Parties.

SECTION 24
PUBLIC RECOGNITION OF THE AUTHORITY'S PARTICIPATION

24.1 The District shall erect a project identification sign on the construction site during the period of construction of the Project in accordance with the provisions of 963 CMR 2.04(1)(g). If the District erects a permanent plaque or other memorial recognizing the names of Project participants, the District shall include the name of the Massachusetts School Building Authority.

Execution Copy

SECTION 25
OWNERSHIP OF DOCUMENTS

25.1 The District acknowledges and agrees that, unless otherwise provided by law or by the provisions of Section 25.2 of this Agreement, all information, data, reports, studies, designs, drawings, plans, sketches, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product or tangible materials to the extent authored or prepared, in whole or in part, by the Designer for this Project (collectively, the "Materials"), other than the Designer's administrative communications, records, and files relating to this Project, shall be the property of, and shall vest in, both the District and the Authority, severally and not jointly, as "works made for hire" or otherwise, provided that the District complies with its payment obligations under its Contract with the Designer for the Project. Except as otherwise provided in Section 25.2, both the District and the Authority, severally and not jointly, will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to its Contract with the District for the Project, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and both the District and the Authority, severally and not jointly, shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer, which shall include, but not be limited to, the Authority's exercise of the aforesaid right in furtherance of the Programs described in Section 25.2. The District further acknowledges and agrees that the Designer shall have a non-exclusive license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities and that the Designer shall have a non-exclusive license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to the Contract between the District and the Designer for the Project, the District shall ensure that the Designer promptly turns over to the Authority copies of all original Materials but only to the extent that such Materials have not already been provided to the Authority.

25.2 Notwithstanding any other language to the contrary in this Agreement or in any Contract between the District and the Designer for the Project, the District acknowledges and agrees that the Designer shall have a non-exclusive license to publish, reproduce, distribute, transmit, and publicly display all Materials prepared by the Designer for the purpose of participating in the Authority's so-called Model School Program, as it may be amended from time to time, or any other program implemented by the Authority to develop, acquire, modify, use, re-use, and reproduce prototypical designs and model school designs, and details and elements thereof (collectively "Programs"), including, but not limited to, submitting proposals and applications to the Authority and public school districts in the Commonwealth of Massachusetts for the qualification and selection of the Designer and the School design, or elements and details thereof, in such Programs and using, modifying, and reproducing the Materials for the purpose of designing, constructing, reconstructing, renovating and repairing public school facilities pursuant to such Programs, as approved by the Authority. The District further agrees to provide the Designer, the Authority, and representatives of other public school districts with reasonable cooperation and reasonable access to the completed School facility at mutually agreeable times for purposes of said Programs.

Execution Copy

IN WITNESS WHEREOF, the Authority and the District have caused this Project Funding Agreement to be executed by their duly authorized representatives this _____day of _____ in the year 2020.

THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY
BY:

_____
John K. McCarthy
Executive Director

ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT
BY:

_____

_____
Name (Type/Print)

_____
Title/Office (Type/Print)

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ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT
School Building Committee (SBC) Approved Minutes

Virtual Public Webinar Meeting May 13, 2020
To attend: https://abschools.zoom.us/j/97676739190 7:00 p.m.

Members Present: Mary Brolin; Adam Klein; Amy Krishnamurthy; Maya Minkin; Peter Light; Marie Altieri; Peter Berry; Dennis Bruce; Jason Cole; Bob Evans; Bill Hart; JD Head; Gary Kushner; Lynne Newman; Maria Neyland; Katie Raymond; Mac Reid; Chris Whitbeck.

Members Absent: Becca Edson.

Other: Karen Coll; Representatives from Skanska: Chuck Adam, Sovathya Sar, Vincent Vadeboncoeur; Representative from Arrowstreet: Emily Grandstaff-Rice, Claes Andreasen, Katy Lillich; Representative from Consigli: Jody Staruk, Kristy Lyons; Representative from GGD: Carlos DeSousa, Dom Puniello; members of the public.

1. Mary Brolin called the meeting to order at 7:02pm.

2. Review of Detailed Design and Cost Estimates -- Chuck Adam/Emily Grandstaff-Rice/Jody Staruk

a. Estimates

Chuck Adam said the initial estimates had been about $5MM over our budget. The SBC reviewed the list of Value Management items and identified some potential savings at the April 29th meeting. Since then, the working group and consulting teams have been working to update the list, fill in some missing information and break it into categories of recommended, potential, not recommended, pending, and already voted items.

b. Value management items

Kristy Lyons reviewed the Value Management log. She noted that committee members had started to review the items at the last meeting and had agreed on reductions totaling more than $345K. She outlined the potential savings from the additional recommended reductions, as well as the value of potential items and items that were pending or not recommended. If all of the recommended and potential reductions were accepted, the savings would bring the total cost down to $95,394K. There will be further sets of estimates and opportunities for Value Management; if we find that we are below our budget, we may be able to bring some items back into the project.

Gary Kushner was concerned that, after having made a set of Value Engineering reductions during the SD phase of the process, the committee had to make further extensive cuts. Chuck described this VM process as a snapshot in time, which will be updated later. The DD phase is the most important phase in building design, when the architects move from overall concepts to a detailed design. Previous estimates were primarily based on square footage; the estimates under review at this point reflect much more detailed specs. Chuck described it as getting into the weeds of details like the numbers of doors in the building. This is also the first time the CM has been brought into the process.

SBC members had reviewed the VM list prior to the meeting, so the discussion focused on areas of concern or items about which people needed additional information. The items discussed included:

Recommended Reductions *(in the order of the VM review log)*

- S-03, elimination of insulation under the slab: Gary Kushner asked whether this would affect the heating or cooling in the building and, if so, what could be lost. Emily said that the building will still be well insulated and the effect will be minimal.
- EN-01, changes to elevations: In response to questions from Katie Raymond, Claes Andreasen said that the architects had evaluated reductions to the façade in a holistic way. Some of the changes were recommended; others fell into the Potential category. There are several possible areas for changes, such as reducing the size of breakout rooms and windows or replacing diamond shingles on sections of the top floor with corrugated metal. Some of the substitutions can realize significant savings without affecting the look of the building, and some proposed materials could be more sustainable than the original materials or have other benefits. Adam Klein was concerned that corrugated metal will be used to delineate the mechanical space on the rooftop and he didn't want to send the message that the third floor is also a mechanical area. Claes said that the architects are still working on the details and this is not a final solution.
- I-10, shift classroom bookcases to FFE budget: Chuck said that, because we won't have a design for FFE for about eight months, the impact of this change on overall FFE is unclear. This would move us toward freestanding bookcases instead of built-ins, which would enable us to be more fluid in designing bookcases at a later date. In addition, we can probably buy them for less than this estimate.
- I-11b, elimination of cubbies in grades 3-6: This would substitute a series of hooks in along an open wall area instead of individual cubbies for each child in the upper grades. Peter Light said that, while the cubbies would be nice, there are other items that are higher priority. After discussion, the SBC, including the two principals, decided that cubbies could also be eliminated from Grades 1 and 2, although they would remain in preschool and kindergarten classrooms.
- I-13, substitution of athletic flooring for wood in the gym: JD Head said that gyms in the district now have a mix of poured and wood flooring, and that poured flooring offers the benefit of reduced maintenance, and is better able to withstand changes in temperature and humidity. Katie Raymond was concerned that the community has an expectation of wood floors. JD thought the AB basketball organization would be comfortable with poured floors. Chuck said that about half of the gym floors in projects he's been on have had poured flooring. SBC members opted not to make this change.
- M-07a, hybrid HVAC system, geothermal with electric boiler backup: Emily said that we had selected this HVAC option during the Schematic Design process but, because the decision was made late in the process, it was not factored into the submitted design documents; this will formalize that choice into the design and budget. We could eliminate one of the boilers, which would also reduce electrical costs. Katie asked if geothermal wells need extensive time to charge. Emily said that in previous projects they have been able to use the wells as soon as they were installed. This system is a fully closed loop, which has added benefits.
- EL-04 and EL-12, use of aluminum in electrical components: Bill Hart had safety concerns about the replacing aluminum conductors with copper in electrical work. Carlos DeSousa agreed that copper can be a safer material; the aluminum fittings would require routine thermal scans, but this would entail a fairly small expense and should be considered standard maintenance. After discussing the technicalities and the maintenance schedule, Bill was still not comfortable with the use of aluminum.
- EL-16, reduced sub-metering systems: Adam was concerned that this had been planned as a teaching tool to let children see how electricity was being used. Carlos said there will be some sub-metering at

panel levels so the information will still be available but with less detail. It won't affect overall electrical capacity. This is another issue where other items were of higher priority.

- C-03, boardwalk reductions: Skanska, Arrowstreet and Consigli had reached out to vendors and believe that they could construct the boardwalk less expensively. This is a boardwalk, not a bridge, and Minuteman Tech built boardwalks that can hold vehicles for less than this amount. The boardwalk roof is driving a lot of the cost.
- C-04 and C-05, reduction of concrete sidewalks and granite curbing: Asphalt sidewalks are easier to maintain than concrete, and the changes will be limited to areas that are less impactful. In areas that don't need much plowing, granite curbs can be replaced with precast concrete.
- C-08, add dewatering for geothermal wells near wetlands: This is a cost increase for a system to keep groundwater out of wells while they're being drilled in an area that is wet. The originally planned location for the geothermal wells created logistical problems for construction. The wells were relocated closer to the boardwalk, which will not interfere with construction but is not an ideal location due to its lower elevation and proximity to wetlands. Jody Staruk has been working on this issue with the project manager and this is the best solution based on the information they have now. Because the system hasn't been designed yet, the cost is an estimate based on Consigli's past experience. Emily said that test wells will be drilled on May 25th and we will know more then. Mary noted that the geothermal wells are likely to come in under budget even with this increased cost.

Potential Reductions *(in the order of the VM log)*

- EN-02a, replace 50% of brick veneer with CMU veneer: Members noted that, if we replace all of the brick with CMU, savings would increase by an additional $122K, but they opted against this item.
- M-13, increase maximum indoor temperature from 76 degrees to 78 degrees in cafeteria and lobby: Carlos said that the actual air handling unit would be reduced by 15%, but the air would still be dehumidified and there would be ventilation. This could also apply to the gym, another area that has an individual unit. The SBC had previously discussed reducing some of the air-conditioning and members were concerned that, while increasing the temperature to 76 degrees might be ok, going to 78 degrees might be too much of a stretch. Marie Altieri said that the district has extensive summer programming that will be using the building in the hot months. Peter Light said that it might make more sense to let the temperature go up in the gym than in the cafeteria; Carlos and JD agreed that most gyms have higher set points, and this would also be dehumidified air. Jason Cole added that these temperatures would be confined to the hottest summer days, not a frequent occurrence, and that we don't need to build for the maximum case. SBC members decided not to accept this item.
- EL-10, removal of sound systems from the gym and cafeteria: There would still be a building-wide public address system but not an integrated sound system in these spaces. Carlos suggested that we could run conduit wire in preparation for installing a system at a later system; JD thought we might be able to do this at a lower cost than in the estimates. Members had a number of concerns about this issue, including the need to communicate with large numbers of children in a large space; the potential need to go back to taxpayers for funds to install these systems at a later date; and the lack of a complete tech plan to guide our decision-making. SBC members decided not to make this reduction.
- EL-15, elimination of two data drops per classroom: There will still be some data drops for students and the teacher location will be hard-wired. The district will eventually apply for grants to support technology services.

- L-09 and L-10, elimination of outdoor picnic tables and garden beds: These are items that could be eliminated with minimal effect and could be purchased at a later date, possibly at lower cost.

The VM list also included a number of items that were either not recommended or considered pending because they needed additional information.

The SBC agreed to make all of the recommended reductions with two exceptions:

- I-11b was expanded to eliminate cubbies in all classrooms in Grades 1-6, increasing the savings by about $50K;
- A decision on L-03b, modifications to berms, is on hold pending additional information.

The committee agreed to nine of the 13 potential reductions, rejecting

- EN-02a, replacing brick veneer with CMU;
- I-13, replacing wood flooring in the gym with athletic flooring;
- M-13, increasing the maximum temperature in the cafeteria and lobby to 78 degrees;
- EL-10, eliminating the sound systems in the gym and cafeteria.

Marie asked if some of the contingency numbers could be reduced but it is too early in the process to do that.

Vote: Adam Klein moved to accept the Value Management changes as discussed, Maria Neyland seconded and, by a roll call vote, the motion was passed by the SBC with 17 votes in favor and one vote against. *(Yes: Altieri, Berry, Brolin, Bruce, Cole, Evans, Head, Klein, Krishnamurthy, Kushner, Light, Minkin, Newman, Neyland, Raymond, Reid, Whitbeck; No: Hart; Absent:* Edson)

Kristy will finalize the changes and send the revised spreadsheet to the SBC. Gary Kushner noted that the potential Board of Health requirement about a denitrification system for the septic was not in the budget; it is unlikely that we will be required to install such a system.

3. **Modular Update** – Chuck Adam
   The contract with Triumph Modular has been initiated and is in the process of being signed.

4. **Geothermal Update** – Emily Grandstaff-Rice – no updates at this meeting.

5. **Permits/Meetings with Acton Town Depts** – Mary Brolin/Emily Grandstaff-Rice – no updates at this meeting.

6. **Schedule Updates** – Chuck Adam – no updates at this meeting.

7. **Minutes** – Approve Minutes from Previous Meeting(s) – Mary Brolin
   Katie Raymond moved, Bob Evans seconded and, by a roll call vote, the minutes of the April 29, 2020 SBC meeting were unanimously approved as written. *(Yes: Altieri, Berry, Brolin, Bruce, Cole, Evans, Hart, Head, Klein, Krishnamurthy, Kushner, Light, Minkin, Newman, Neyland, Raymond, Reid, Whitbeck; Absent:* Edson)

8. **Invoice Approval/Budget Update** – Arrowstreet, Skanska, Consigli and other Invoices – Mary Brolin/ Chuck Adam
   Adam Klein moved, Maria Neyland seconded, Jason Cole abstained and, by a roll call vote, the package of invoices from Skanska, Arrowstreet and Consigli totaling $579,240 was unanimously approved for payment. *(Yes: Altieri, Berry, Brolin, Bruce, Evans, Hart, Head, Klein, Krishnamurthy, Kushner, Light, Minkin, Newman, Neyland, Raymond, Reid, Whitbeck; Abstain: Cole; Absent:* Edson)

9. **Adjourn**
   Adam Klein moved, Gary Kushner seconded and the meeting was adjourned at 9:21pm. *(Yes: Altieri, Berry, Brolin, Bruce, Cole, Evans, Hart, Head, Klein, Krishnamurthy, Kushner, Light, Minkin, Newman, Neyland, Raymond, Reid, Whitbeck; Absent:* Edson)

Respectfully submitted,
Karen Coll

Documents used:
Updated Value Management Log
Draft Minutes of the April 29, 2020 SBC Meeting
Monthly Budget and Invoice Package

Next Building Committee Meetings (all virtual Zoom webinars at 7 pm unless noted):
May 27, 2020
June 10, 2020
June 24, 2020

Acton-Boxborough Regional School District

15 Charter Road - Acton, MA 01720
www.abschools.org

Finance Department
David A. Verdolino, Director
(978) 264-4700
dverdolino@abschools.org

June 4, 2020

To: School Committee Chair
From: Dave Verdolino /*dav*/
Re: School Committee Agenda - Warrants

Members –

Below please find a summary of warrants for which I am respectfully requesting your consideration and approval at tonight's regular meeting.

The Warrant Subcommittee has previously reviewed these warrants, for the purpose of check distribution. A majority of the Subcommittee conveyed their approval electronically and the related disbursements have been made. The full School Committee should vote its authorization of these expenditures of budgeted and other funds in its custody. All members have received for each warrant the information provided as shown below, namely:

1. (for vendor warrants, including payroll withholding remittances)
   - Declining balance register of payments ("Declining Dollar report")
   - Warrant detail (payments by vendor)
2. (payroll)
   - Payroll Warrant summary

As you know, these Warrants are customarily provided to you in hard copy format for your review and manual signature. Obtaining your approval in this manner will eliminate the future need to produce what could be many paper reports, all requiring your signatures.

Thank you for your consideration and cooperation with this request.

Warrant Type	Date	Warrant #	Amount
PAYROLL	5/21/20	P2024	$2,790,548.89
VENDOR	5/21/20	20-024PR (deductions)	$1,127,634.01
	5/28/20	20-024 (regular vendors)	$1,572,589.29
STUDENT ACTIVITY FUND REIMBURSEMTS		(none)	

Acton-Boxborough Regional School District

15 Charter Road - Acton, MA 01720
www.abschools.org

Finance Department
David A. Verdolino, Director
(978) 264-4700
dverdolino@abschools.org

Recommended Motion Wording

I move that the School Committee vote to approve:

Payroll warrant(s) as follows –
Number P2024 dated 5/21/20 in the amount of $2,790,548.89;

Payroll deduction warrant(s) as follows –
Number 20-024PR dated 5/21/20 in the amount of $1,127,634.01;

Vendor warrant(s) as follows –
Number 20-024 dated 5/28/20 in the amount of $1,572,589.29;

Town of Acton Massachusetts

Finance Committee FY21 Point of View Revised

May 2020

- **Our Town**
- Concerns/Recommendations

Our Town: Economically

	Acton	Middlesex County	Massachusetts
Median Family Income[1]	**$157,917**	$117,048	$94,110
Median Home Value[2]	**$569,700**	$545,400	$407,900
Unemployment Rate[3]	**1.9%**	2.1%	3.0%

Our Town: Financially

- 99% tax collection rate
- AAA rated by Moody's and Standard & Poor
- SP1 short term rating by Standard & Poor
- Reserves at $5.75M

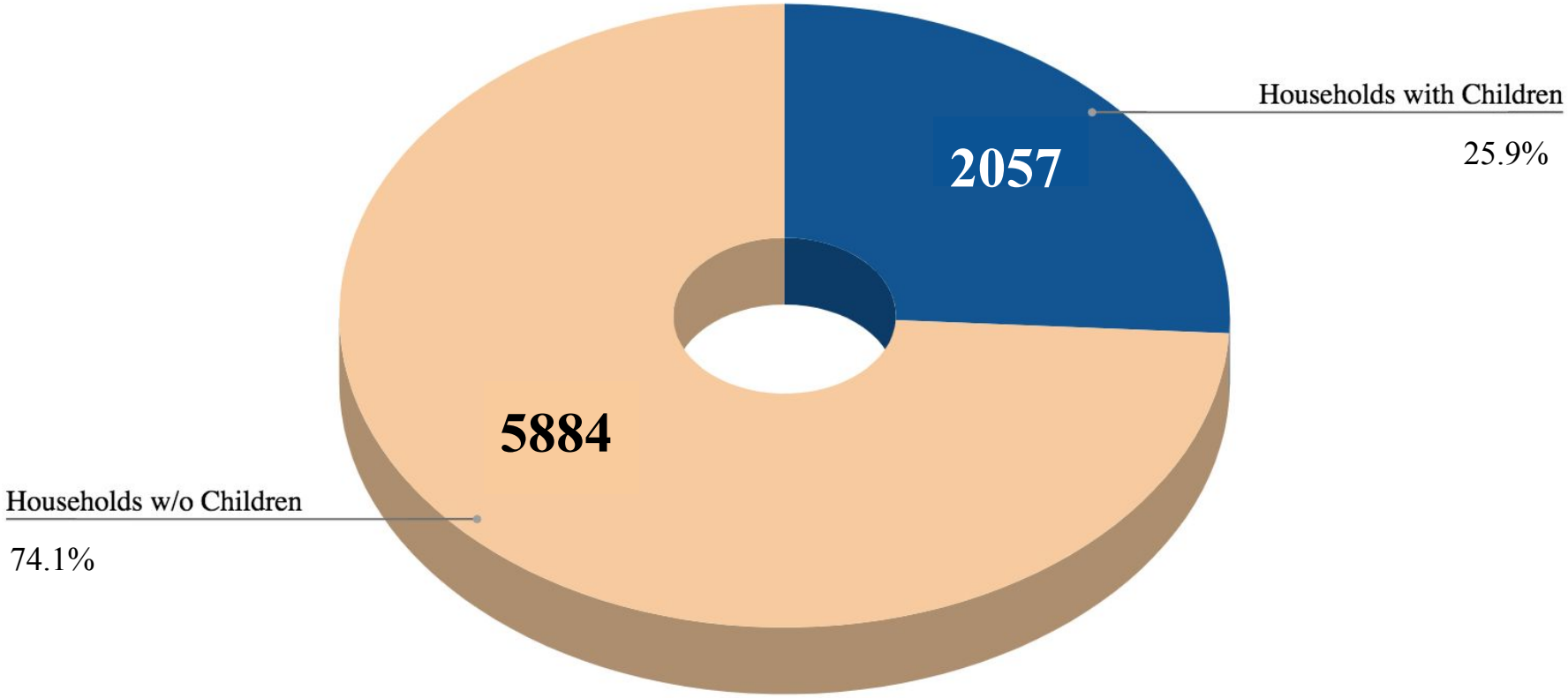
Our Town: Tax Burden

- Acton families' tax burden is holding steady
  - 5.73% of average family income in 2010
  - 5.78% of average family income in 2017

Equation: average family tax bill ÷ average family income

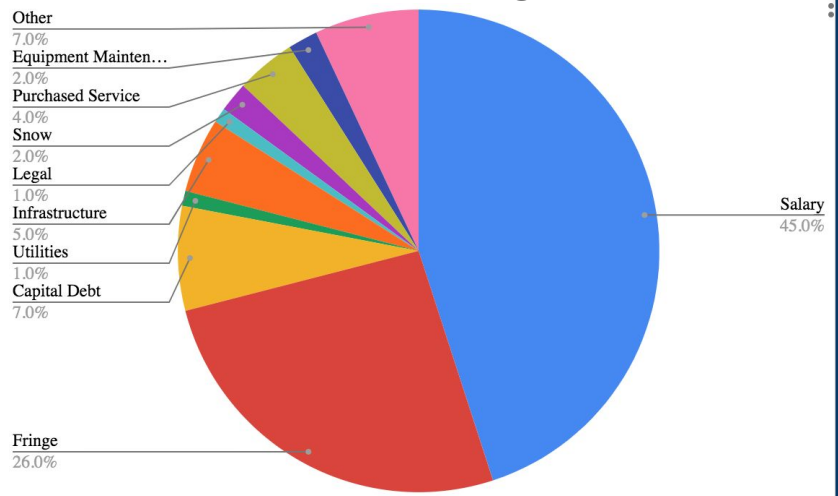
See Appendix A for supporting data, Appendix B for comparison by neighboring towns

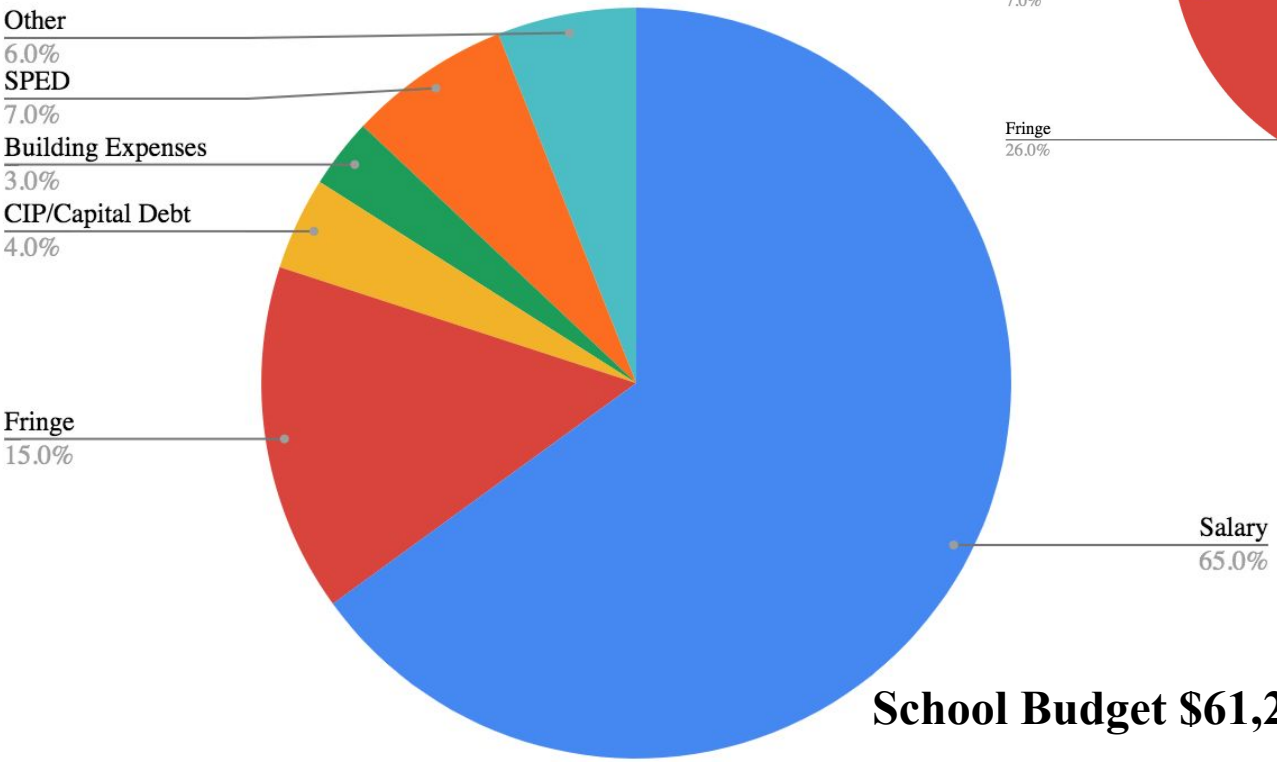
Our Town: Demographically



Our Town: Spending

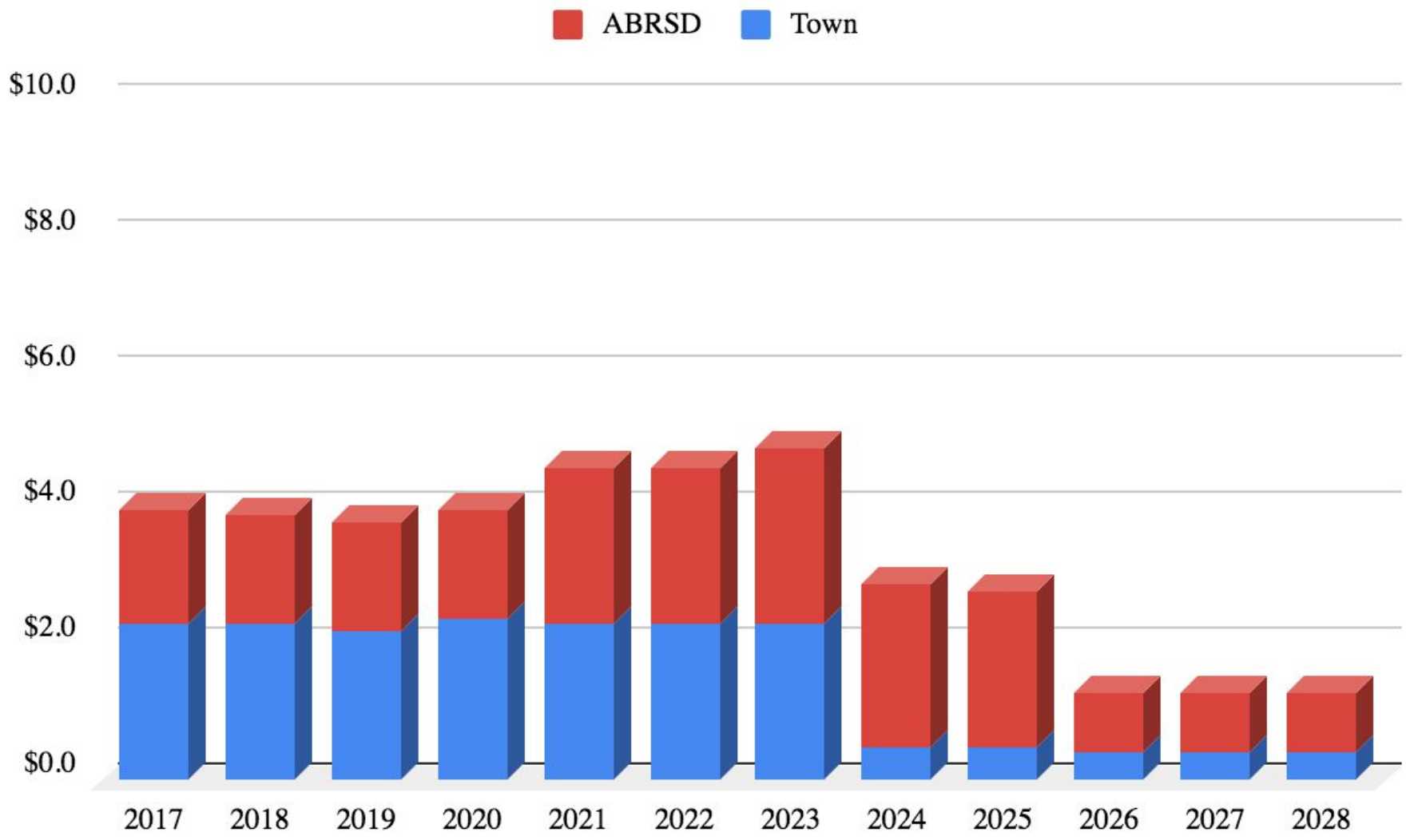
Town Budget $35,862,000





School Budget $61,235,000

Our Town: Current Debt Service



Current Projects: Douglas/Gates School

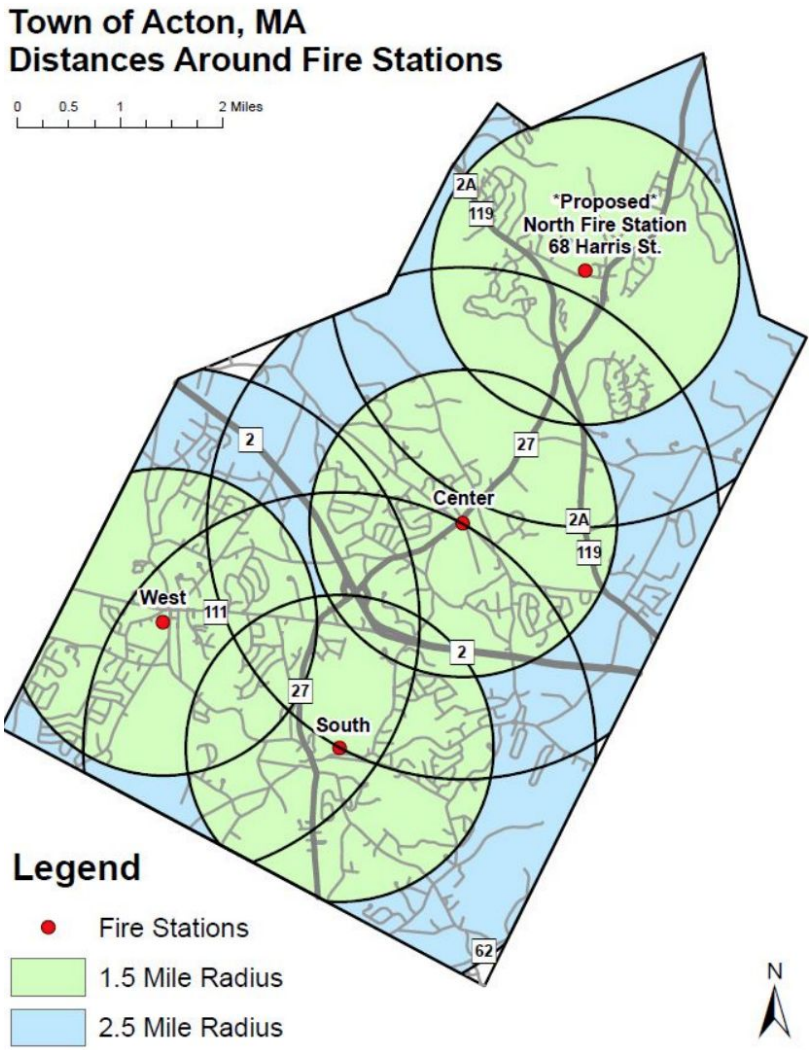
- Total Cost $117.3M
- MSBA Funding @ 33% $(38)M
- Feasibility Funds Applied $(1.3)M
- Acton Responsibility 85% $66.3M
  - (Boxborough Responsibility 15% or $11.8M)

Debt Exclusions: Minuteman

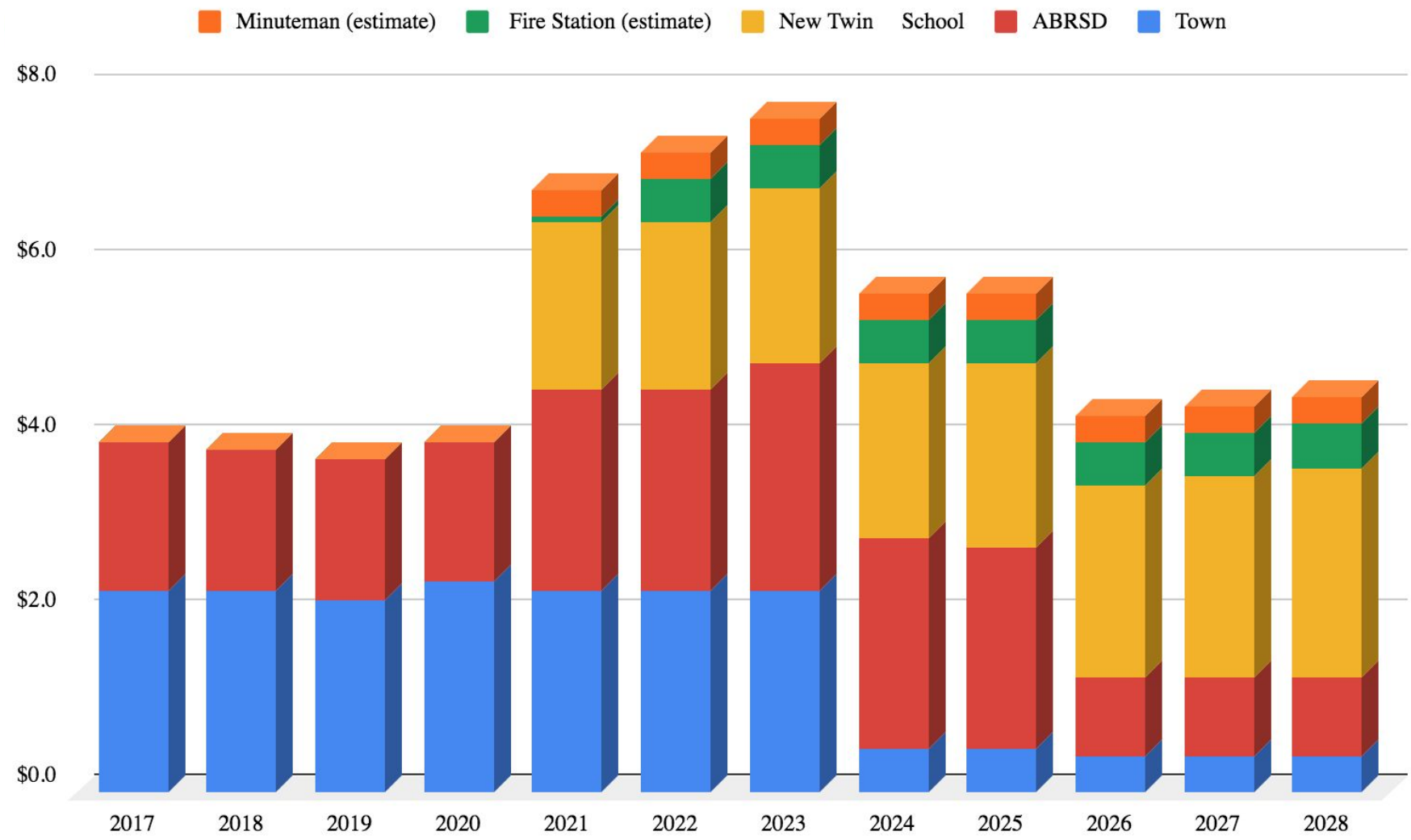
- Minuteman Regional Vocational Technical School
- ~$10.5 million

Coming Projects: Fire Station

- North Acton Fire Station
- Bonding Request ~$10M



Coming Projects: Effect on Debt Service



- Our Town
- **Concerns/Recommendations**

Concerns: Recession

- Mass. unemployment rate reached 793,529 as of May 2nd
- Expected state revenue shortfall ~ $4-6 billion
  - Current Rainy Day Fund of $3.5 billion
- Previous recession resulted in local receipts down $1 million, this one will be worse
  - Look for all possible savings opportunities

Recommendations: Recession

- Place a freeze on:
  - Hiring,
  - Discretionary Spending,
  - Land Purchases
- Enact small business relief measures
- Create list of potential cost saving measures
  - Continue funding OPEB
- Create detailed forecast of expenses for FY22, FY23, and FY24

Concerns: Our People

- Compensation is our largest budgetary item
  - 71% of next year's town budget will be salary & fringes
  - 80% of next year's school budget will be salary & fringes
- Past four years of compensation growth ≥ 4%
- Middlesex Assessment will increase beyond 6%

Recommendations: Our People

- No non-essential new hires
  - Freeze hiring wherever possible
- Protect our services
  - The Town and Schools should do everything they can to continue to employ staff, teachers, first responders, etc. throughout the economic crisis to maintain services at current levels
- Prepare for growth in the Middlesex Assessment

Concern OPEB

Other **P**ost-**E**mployment **B**enefits

Healthcare, Life Insurance, Deferred Compensation

- $16.1M owed by Town
  - investing $600K per year
  - liability **decreased** by $452k last year
  - fully funded in 2032
- $43.8M owed by School District
  - investing $900K per year
  - liability **increased** by $1.8m last year
  - fully funded in 2092

Recommendations: OPEB

- Town: Continue funding at current levels
  - Acton's funding is a strength, compared to other towns
- School District: Increase current funding by $100k per year as soon as budgets stabilize
  - $1.6M yearly investment required to fully address Service Cost within a timely manner

Concerns: Future Capital Projects

- 1-5 Years
  - Updates to Existing Fire Stations
  - Water Treatment Plant Repairs/Upgrades

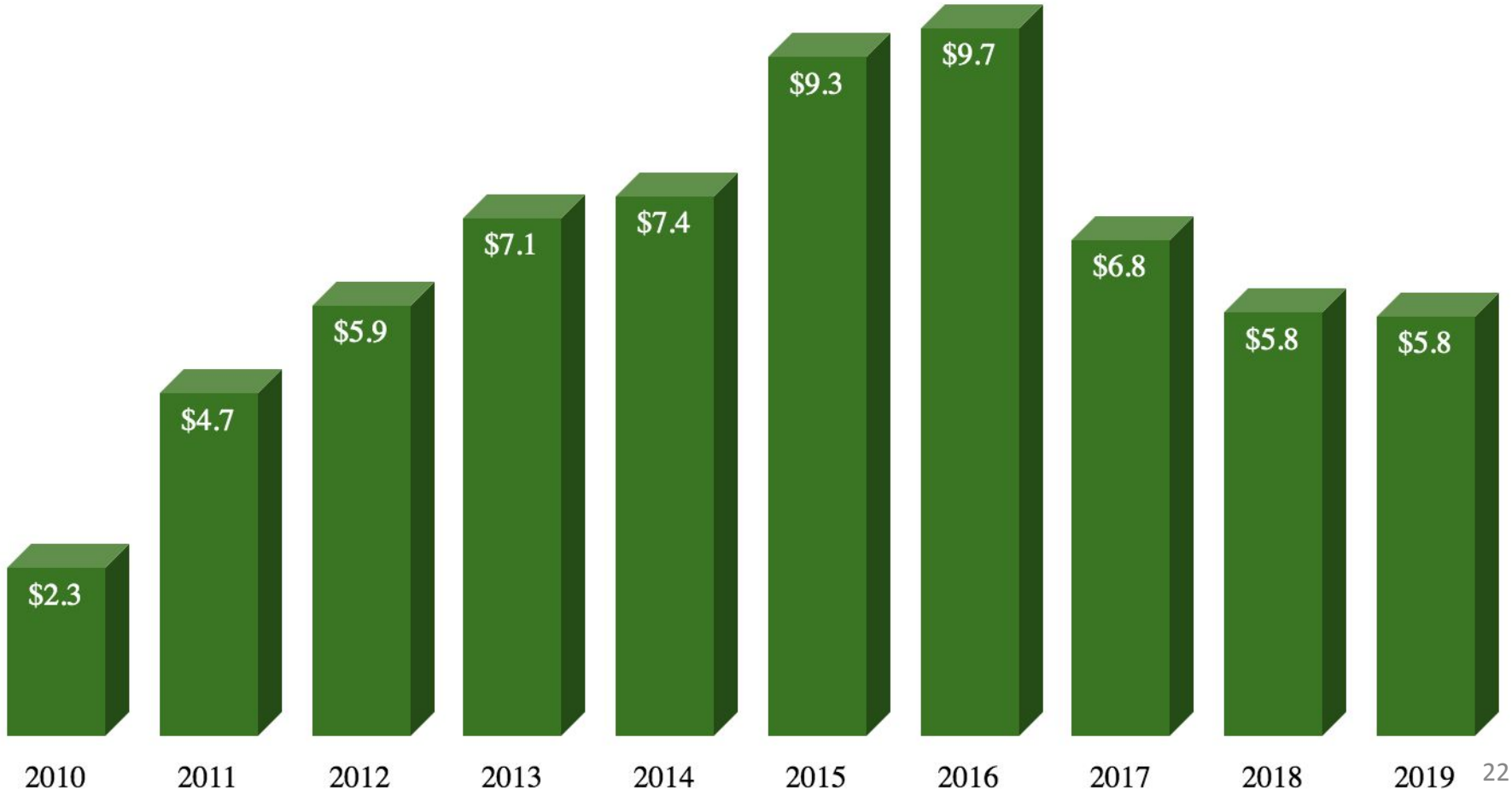
- 5 - 30 Years
  - Conant
  - DPW Building
  - ABRSD Admin Building

Recommendations: Future Capital Projects

- Approach capital projects with extreme caution
  - Bring in outside funding where possible
  - Fund ongoing maintenance within Operating Budget
- Prioritize future capital needs before they become critical
  - School Committee has, and Select Board needs to, develop a specific, ranked list of the most pressing capital issues
- Present a Capital Improvement Scorecard at Annual Town Meeting

Concerns: Reserves

- Stop depending on Reserves to fund Operating Budget



Recommendations: Reserve Policy

- Minimize use of Reserves and E&D
- Financial projections
  - More detailed
- Only use Reserves and E&D for one-time items
  - Unforeseen capital needs
  - Emergencies

Concerns: Land Purchases

- 19-21 Maple Street
  - Acquired 7/1/2019 for $1.1M
- 53 River Street
  - Acquired 1/20/2017 for $875k
  - Missed tax revenue to date $23,249.23
- 348-364 Main Street
  - Acquired 1/29/2016 for $1.8M ($567k over appraisal value)
  - Missed tax revenue to date $72,061.04

Concerns/Recommendation: Land Purchases

- Freeze all land purchases until further notice
- Make no future land purchases without clearly identifying the Town's purpose for owning the property.
  - 19-21 Maple street
    - Parking fees pay for purchase
  - 53 River Street
    - Ongoing risk to town
  - 348-364 Main Street
    - Learn from our mistakes.

Takeaways

- A recession is here is in all but name
- Town and State can expect a significant reduction in revenue
- Tax bills expected to increase by ~$600-650 per average single family per year from debt exclusions alone
- Operating budgets should aim for minimum possible increases (if any)
  - Without a change in spending, operating overrides may become necessary as well

Thank you for your time. Any questions?

Appendix A

Acton

Year	Avg Single Family Value	Average Single Family Tax Bill	Average Family Income	Tax Bill as % of Income
2010	$512,103	$8,767	$152,923	5.73%
2011	$500,492	$9,049	$158,874	5.70%
2012	$499,163	$9,259	$168,554	5.49%
2013	$505,237	$9,650	$171,021	5.64%
2014	$505,494	$9,832	$178,362	5.51%
2015	$531,639	$10,128	$182,391	5.55%
2016	$539,896	$10,382	$189,292	5.48%
2017	$561,186	$10,696	$185,110	5.78%
2018	$566,279	$10,974	Not Yet Available	
2019	$584,315	$11,318	Not Yet Available	

Boxborough

Year	Avg Single Family Value	Average Single Family Tax Bill	Average Family Income	Tax Bill as % of Income
2010	$506,349	$8,370	$149,453	5.90%
2011	$507,184	$8,815	$163,768	5.54%
2012	$508,136	$9,080	$184,213	4.90%
2013	$509,984	$9,022	$191,050	4.68%
2014	$505,250	$8,938	$191,951	4.61%
2015	$531,407	$8,848	$181,097	4.96%
2016	$548,990	$8,981	$174,795	5.41%
2017	$563,021	$9,464	$169,449	5.59%
2018	$576,554	$9,479	Not Yet Available	
2019	$608,662	$9,994	Not Yet Available	

Concord

Year	Avg Single Family Value	Average Single Family Tax Bill	Average Family Income	Tax Bill as % of Income
2010	$835,697	$10,939	$232,738	4.70%
2011	$839,569	$11,074	$235,963	4.69%
2012	$851,550	$11,564	$233,761	4.95%
2013	$838,804	$11,802	$231,888	5.09%
2014	$847,682	$12,249	$227,070	5.39%
2015	$902,043	$12,890	$217,735	5.92%
2016	$969,131	$13,490	$224,023	6.02%
2017	$987,567	$13,895	$225,584	6.16%
2018	$1,014,269	$14,494	Not Yet Available	
2019	Not Yet Available		Not Yet Available	

Littleton

Year	Avg Single Family Value	Average Single Family Tax Bill	Average Family Income	Tax Bill as % of Income
2010	$370,111	$5,415	$135,436	4.00%
2011	$368,977	$5,656	$136,479	4.14%
2012	$370,625	$5,960	$138,085	4.32%
2013	$366,412	$6,222	$147,616	4.21%
2014	$367,397	$6,396	$150,243	4.26%
2015	$371,489	$6,724	$148,663	4.52%
2016	$395,635	$6,999	$150,736	4.64%
2017	$401,565	$7,288	$159,148	4.58%
2018	$418,652	$7,594	Not Yet Available	
2019	$435,302	$7,940	Not Yet Available	

Department of Labor and Statistics MA Department of Revenue. (2019, June 25). Municipal Databank Average Single Family Tax Bill. Retrieved from https://dlsgateway.dor.state.ma.us/reports/rdPage.aspx?rdReport=AverageSingleTaxBill.SingleFamTaxBill_MAIN
2013-2017 American Community Survey 5-Year Estimates

Appendix A cont.

Maynard

Year	Avg Single Family Value	Average Single Family Tax Bill	Average Family Income	Tax Bill as % of Income
2010	$320,390	$5,171	$95,693	5.40%
2011	$315,237	$5,517	$102,121	5.40%
2012	$311,702	$5,751	$110,124	5.22%
2013	$304,057	$6,096	$114,914	5.30%
2014	$287,770	$6,414	$120,987	5.30%
2015	$299,411	$6,680	$133,800	4.99%
2016	$327,517	$6,960	$137,983	5.04%
2017	$327,542	$7,209	$138,834	5.19%
2018	$328,637	$7,440	Not Yet Available	
2019	$368,438	$7,752	Not Yet Available	

Stow

Year	Avg Single Family Value	Average Single Family Tax Bill	Average Family Income	Tax Bill as % of Income
2010	$445,062	$7,379	$132,743	5.56%
2011	$428,744	$7,310	$141,534	5.16%
2012	$429,156	$7,682	$146,437	5.25%
2013	$423,931	$7,788	$147,678	5.27%
2014	$424,668	$8,141	$158,803	5.13%
2015	$428,160	$8,555	$156,533	5.47%
2016	$442,300	$8,837	$171,438	5.15%
2017	$449,301	$9,251	$179,392	5.16%
2018	$460,309	$9,657	Not Yet Available	
2019	$483,506	$9,733	Not Yet Available	

Sudbury

Year	Avg Single Family Value	Average Single Family Tax Bill	Average Family Income	Tax Bill as % of Income
2010	$650,508	$10,460	$199,576	5.24%
2011	$627,988	$10,695	$212,710	5.03%
2012	$621,410	$10,937	$224,526	4.87%
2013	$622,862	$11,205	$241,929	4.63%
2014	$640,277	$11,544	$243,572	4.74%
2015	$658,974	$11,598	$245,327	4.73%
2016	$678,738	$12,082	$243,173	4.97%
2017	$705,763	$12,520	$247,631	5.06%
2018	Not Yet Available		Not Yet Available	
2019	Not Yet Available		Not Yet Available	

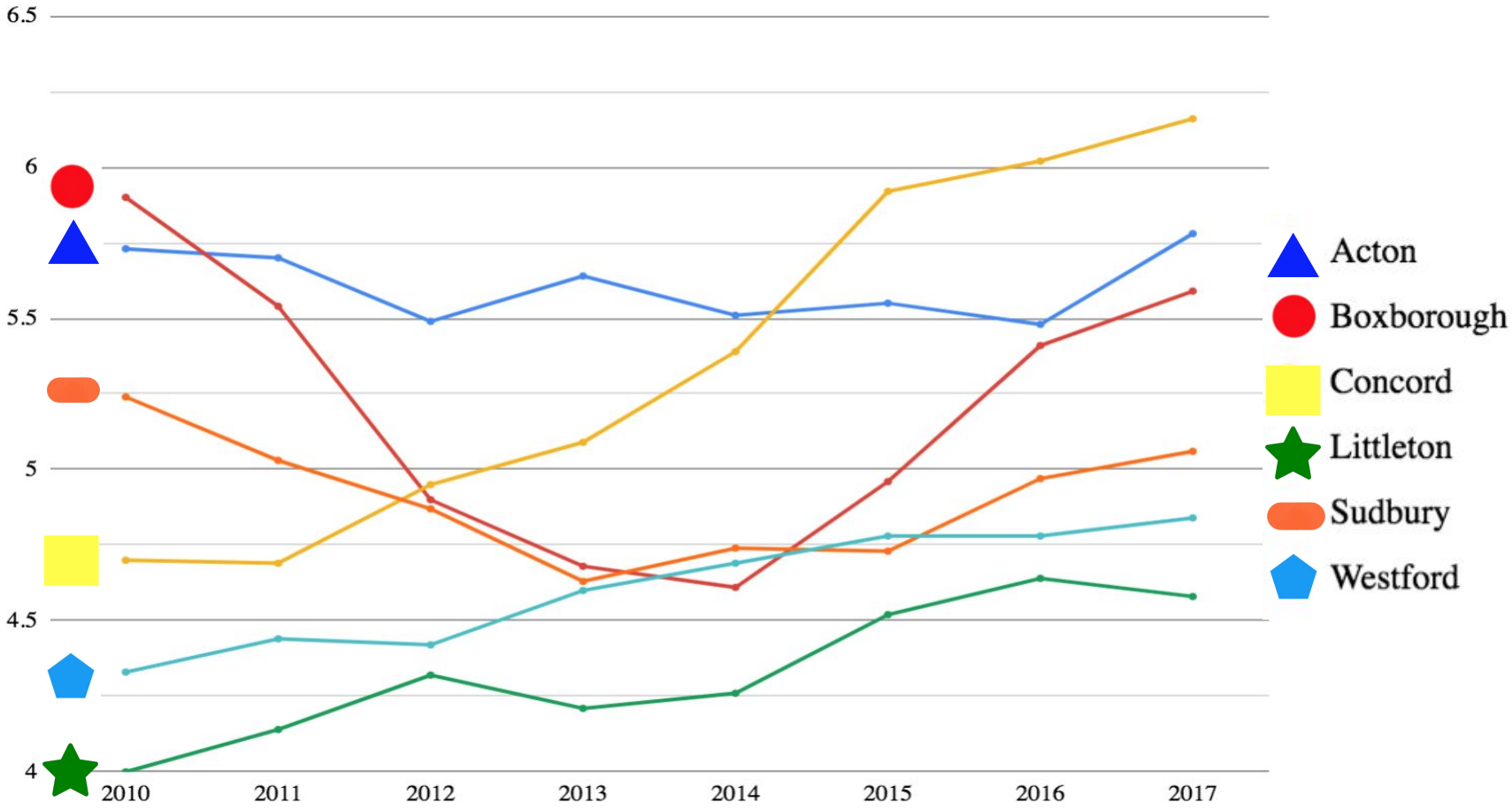
Westford

Year	Avg Single Family Value	Average Single Family Tax Bill	Average Family Income	Tax Bill as % of Income
2010	$450,723	$6,594	$152,232	4.33%
2011	$441,145	$6,719	$151,304	4.44%
2012	$443,811	$6,901	$156,185	4.42%
2013	$440,011	$7,097	$154,398	4.60%
2014	$440,496	$7,312	$156,019	4.69%
2015	$464,442	$7,543	$157,742	4.78%
2016	$478,366	$7,797	$163,048	4.78%
2017	$490,793	$8,054	$166,402	4.84%
2018	$520,393	$8,420	Not Yet Available	
2019	$532,640	$8,821	Not Yet Available	

Department of Labor and Statistics MA Department of Revenue. (2019, June 25). Municipal Databank Average Single Family Tax Bill. Retrieved from https://dlsgateway.dor.state.ma.us/reports/rdPage.aspx?rdReport=AverageSingleTaxBill.SingleFamTaxBill_MAIN
2013-2017 American Community Survey 5-Year Estimates

Appendix B:

Tax Burden: A Neighboring Community Comparison



Average Single Family Tax Bill as Percentage of Income

Massachusetts Foreign Language Association

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Masconomet Regional School District

President-Elect
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Lexington High School

VicePresident
PAT DiPILLO, Ed.D.
Falmouth Public Schools

Second Vice President
SARAH MOGHTADER
Retired teacher

Clerk
KATHLEEN M. TURNER
Sharon High School

Treasurer
MARYANN BRADY
Tyngsboro High School (retired)

May 25, 2020

Dear Dr. Peter Light,

Each year, MaFLA holds a poster contest to raise students' awareness of the role that world languages play in our state and to involve students and teachers more actively in that purpose. The poster contest is intended to allow students to demonstrate the effect that being multilingual and multicultural has in our global society.

The theme of the Annual Poster Contest for 2020 was Creating Cross Cultural Connections. Encouraged by their world language teachers, students in your district demonstrated how they understood and interpreted the current theme to raise awareness of the role that world languages play nationally and internationally.

MaFLA would like to thank the teachers and students from your district who participated in the Annual Poster Contest:

teacher	**Carrie DeBlois-Mello**	***student***	**Olivia Tun**	**Spanish 3 Honors gr 10**
	Suzanne Hogarty		**Bei Qi**	**Spanish 4 Honors gr 11**
	Cathy Foster		**Michelle Pathrose**	**French IV Honors gr 11**

The results of the MaFLA's Annual Poster Contest are as follows:

Elementary Division Winner
Sophie Sichani,
Field School, grade 4 (Spanish)
Teachers: Kimberlee Kasanov and Diana Tintle

Middle School Division Winner
Brandon Nguyen
Wood Hill Middle School, grade 7 (French)
Teacher: Zoe Cabaret Salameh

Poster of the Year
Michelle Pathrose
Acton-Boxborough Regional High School, grade 11 French, IV Honors
Teacher: Cathy Foster

Additionally, the following students earned Honorable Mentions:

Student	**School/Grade**	**Language**	**Teacher**
Aimi Lee	Field School, gr. 4	Spanish	Kimberlee Kasanov

Millie Clark	Country School, gr. 2	Spanish	Kimberlee Kasanov
Elise Sichani	Country School, gr. 1	Spanish	K. Kasanov & Mrs. Mariano
Carolyn Mountz	Nashoba Brooks, gr.4	Spanish	Amy Riddle
Maura Shapiro	Nashoba Brooks, gr. 4	Spanish	Amy Riddle
Edward Tang	Wood Hill MS, gr. 7	Spanish	María Hernández
Zoie Zeng	Wood Hill MS, gr. 7	Spanish	Norma Villareal
Carson Boyer	Wayland MS, gr. 8	Mandarin	K. Fuentes & Dr Chang
Samantha Lee	Wayland MS, gr. 7	Chinese	Jada Williams & Dr. Chang
Charlotte Wong	Wayland MS, gr. 8	Spanish	Leigh Netcoh
Olivia Tun Mello	Acton-Boxborough RHS, gr.10	Spanish 3H	Carrie DeBlois
Bei Qi	Acton-Boxborough RHS, gr. 11	Spanish 4H	Suzanne Hogarty
Madison Hill Delore	Agawam HS, gr. 10	French 3	Antoinette
Virginia Futrell	Agawam HS, gr. 11	French 2	Antoinette Delore

As a professional organization, MaFLA is committed to the professional development of its members as well as the promotion of foreign languages as a core academic discipline. The support and encouragement of our superintendents make the yearly poster contest a valued endeavor by all MaFLA members.

Sincerely,

Teresa Benedetti

Teresa Benedetti, Ph.D.
Poster Contest Chair, 2020
www.mafla.org

Creating Cross-Cultural Connections
КУЛЬТУРА
iSiko
حضارة
CULTURE
文化
CULTURA
KULTUR
संस्कृति
ASA
문화
nền văn hóa
Πολιτισμός
kultúra

Acton-Boxborough Regional School District

15 Charter Road Acton, MA 01720
978-264-4700
www.abschools.org

Peter J. Light
Superintendent of Schools

June 2, 2020

ABRSD Community,

As district leaders, the events of the last week have left many of us speechless at a time when we recognize the need to speak. We watched as George Floyd, among a growing list of African Americans like Breonna Taylor, Ahmaud Arbery, unjustly killed. We watched as individuals across America and other countries voiced their anger and frustration as they came together to protest. And we watched as peaceful protests that voiced anger and demanded justice turned into civil unrest, rage, violence, and destruction.

Robert Trestan, ADL New England's Regional Director, shared the following message today:

> *"Racism is foundational to our country's history. It taints the country's application of its laws, values, and ideals of justice. It is used to decide who will be heard, who will be free and who will be deserving – of justice, of education, of health care, of mercy, and most tragically, of life itself. We have seen its taint historically and we see its taint today in the very institutions we turn to for justice and safety: our courts, our police, and our government institutions at every level."*

As a predominantly white leadership team, we cannot fully imagine the feelings of our black students, families, friends, and colleagues, many of whom are shouldering the impact of these losses in addition to a pandemic that is disproportionately impacting communities of color. As educators, we do not condone violence and destruction, yet we stand firm in our support of the millions of people across our country who believe that we all must be better.

Watching the demonstrations unfold over the last few days, we cannot help but feel complicit as leaders of our schools, which are among our community's largest and most prized institutions. We have had well-documented incidents that have made members of our community of color feel less safe and supported in our schools. Some examples include a parent arrest at Merriam Elementary School earlier this year, an incident at R.J. Grey last year involving a picture of a hooded Klansman with a swastika, and a high school incident two years ago where a student discovered a racist note in a textbook. Despite our best efforts and years of work at the district and school levels, we recognize that there is still much work ahead to ensure our schools feel safe for all.

It is our responsibility as educators and school leaders to challenge systems that privilege some while disadvantaging many others. We need to reflect and educate ourselves as leaders, staff, students, and as a community to ensure that our schools provide a safe and inclusive space for everyone. Our schools, classrooms, and community are critical in addressing legacies of inequity and systemic racism, and the absence of trust with and by communities of color requires us to have a greater commitment and urgency around this work.

In his message, Trestan continued:

> *"We all must contribute to the effort to dismantle the thinking and systems that have institutionalized racism. Each of us can begin, right now, by taking a stand in our own communities, on social media platforms and in daily conversations, and by supporting organizations engaged in this effort. Collectively, we must imagine a country that is better, believe that it is attainable, and work together to create it."*

It is incredibly frustrating for us and our staff members to be apart from our students and one another during these historic and difficult times. We miss the opportunity to meet face-to-face with our students and families to process these events in meaningful ways because these conversations make us all better.

In the next few days, we will provide families with resources to share with their children about racism and social justice. Our high school has scheduled both faculty and student virtual conversations to share feelings and stand against issues of inequity, bias and racism, and we are working with the Fostering Racial Justice Group (FRJG) to hold a community conversation about race that will provide anyone interested with an opportunity to come together for this same purpose.

Frustratingly, we do not have all of the answers, and the issues are more complex than we could ever write in this letter. Yet despite the complexity of our times, we need to move beyond watching to acting, and we are more committed than ever to working collaboratively with our community- our staff, students, families, and community members- to develop and implement strategies to address inequity, bias, hate, and racism.

Respectfully,

The ABRSD Leadership Team:

Peter Light, Superintendent
Marie Altieri, Deputy Superintendent
Dawn Bentley, Assistant Superintendent for Diversity, Equity, and Inclusion
Deborah Bookis, Assistant Superintendent for Teaching and Learning
Amy Bisiewicz, Director of Educational Technology
Deborah Dixson, Interim Director of Special Education
Erin Bettez, Director of Community Education
J.D. Head, Director of School Operations
David Verdolino, Director of Finance
Larry Dorey, ABRHS Principal
Andrew Shen, RJGJHS Principal
Dana Labb, Blanchard Memorial School Principal
Damian Sugrue, Luther Conant Elementary School Principal
Chris Whitbeck, C.T. Douglas Elementary School Principal
Lynne Newman, Paul P. Gates Elementary School Principal
David Krane, McCarthy-Towne Elementary School Principal
Juliana Schneider, Merriam Elementary School Principal