

Acton-Boxborough Regional School Committee Meeting

May 19, 2022

7:00 p.m.

Administration Building Auditorium 15 Charter Road, Acton

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING AGENDA

Administration Building Auditorium 15 Charter Road, Acton

May 19, 2022 7:00 p.m.

To view only: https://www.youtube.com/actontv1

- 1. **Call to Order** (7:00)
- 2. Chairperson's Welcome Adam Klein

Welcome to Rebeccah Wilson who is our new member from Acton.

- a. Public Participation
- b. Superintendent's Update
- 3. Guests and Presentations (7:15)
 - a. Acceptance of the Official ABRSD Mascot Peter Light
 - i. Subcommittee Update
 - ii. Recommendation to Accept the Acton-Boxborough (A-B) "Revolution" as the new Mascot of the AB Regional Schools - <u>VOTE</u> (Second Read) (public comment limited to 1.5 minutes per person)
 - b. **Elementary Schools Update** Principals *Dana Labb, Val Gransewicz, Lucia Sullivan, Lynne Newman, Christy Nealon, Juliana Schneider (addendum)*
 - c. Elementary Multi-Tiered System of Support (MTSS) Update Andrew Shen
 - d. ABRSD Food Services Update Kirsten Nelson
 - i. Recommendation to Set FY23 Lunch Prices **VOTE**
- 4. Ongoing Business (9:00)
 - a. Superintendent Annual Evaluation Adam Klein
 - i. Final Report on Status of FY22 Goals Peter Light
 - ii. Invitation for Public Input by June 2, 2022 (to AKlein@abschools.org and BPetr@abschools.org)
 - b. Request to Suspend Policy <u>BDA</u> and Procedure <u>BDA-R</u>s' Requirement that the ABRSC Reorganization Occur at the First Regularly Scheduled Committee Meeting and to Postpone the Reorganization until June 16 -<u>VOTE</u> - Adam Klein

(weighted vote of ¾ of members in attendance is required to pass)

- c. **EDCO Update** Peter Light
- d. Subcommittee and Members' Reports
 - i. Community Engagement subcommittee Andrew Schwartz
- e. Consent Agenda VOTE Adam Klein
 - i. Approval of ABRSC Meeting Minutes of 5/5/22
 - ii. Recommendation to Approve Bus Lease Agreement and Addendum between N.E.T. Leasing Corp. and ABRSD dated July 1, 2022
 - iii. Recommendation to Approve Donation of \$1800 from Merriam PTO

- f. Statement of Warrants and Recommendation to Approve <u>VOTE</u> *Adam Klein*
- g. **FYI**
- **5. Adjourn** (9:30)

NEXT MEETINGS:

ABRSC: June 9 and June 16 at 7:00 p.m.

FOR YOUR INFORMATION (FYI)

- 1. ABRSC Meetings for 2022-2023
- 2. Reception for ABRSD Staff with 20 Years of Service
- 3. Acton Town Meeting begins May 16
- 4. Boxborough Annual Election is May 17

Posted on 5/13/22 at 5:00 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: May 13, 2022

RE: Final Mascot Recommendation and VOTE of Acceptance

At this time, and after significant work over the course of this year by our Student Working Group and Mascot Screening Subcommittee, I am pleased to request your vote of acceptance that "The Acton-Boxborough (AB) Revolution" be named as the new official mascot of the Acton-Boxborough Regional Schools:

The Acton-Boxborough (AB) "Revolution"

The fight for positive change and equity never ends; it is the voice of the people: a Revolution. It acknowledges our past, but speaks to our future. We are innovators, barrier breakers, and difference makers. A Revolution represents a show of ingenious strength, challenging, outsmarting, and overwhelming the status quo.

Discussion:

Update 5/13/2022

Thank you to everyone who shared their thoughts, comments and questions over the past year and a half about our AB Mascot, including those who responded since our recommendation at your meeting on May 5th. Since the School Committee's call for public comment (and as of this date), we have received 40 emails to the school committee shell offering feedback about the mascot. It is clear from emails that there are people in our community who support moving forward with the new name "The Acton-Boxborough (AB) Revolution," and many who continue to be passionate about "The Colonials." I know you have had an opportunity to review the emails that have been sent prior to this recommendation and will continue to do so during our period of public comment.

Prior Discussion

In October 2020, the Acton Boxborough Regional School Committee voted to retire the "Colonials" as the mascot of the Acton-Boxborough Regional Schools. The school committee solicited and heard public comment from over 700 individuals through a combination of live and email testimony leading to this decision. It is evident from our community's response during the process and in the intervening year and a half, that the Colonials represented for many in the Acton and Boxborough communities a significant source of pride and connection to our history. It is evident that many of our students also saw and continue to see the "Colonials" as a source of pride and similar connection, while many others did not. After deliberation on the issue and in recognition of the complex identity of the "Colonials" as both a source of pride for many, and a symbol of oppression for others, the School Committee ultimately voted to retire the mascot. In retiring

To develop engaged, well-balanced learners through collaborative, caring relationships.

the mascot, the District continues to recognize that the "Colonials" served our District and community as its mascot for many years, and those who were proud "Colonials" will be "Colonials" forever.

In September of 2021, the School Committee established a Mascot Screening Subcommittee with the charge of:

- Receiving a recommendation from the high school and junior high school student bodies through the student representatives to the subcommittee,
- Ensuring that students, staff and community members had an appropriate opportunity to engage in the process,
- Ensuring that the recommendation from the student body is aligned with the Mission, Vision and Values of the District,
- Returning to the school committee in Spring 2022 with a proposed mascot.

The subcommittee was composed of 17 members and included representation from students, staff, alumni, booster organizations, youth sports, and parents/community members at-large. In parallel, the high school established a Student Working Group to lead the development of a new Mascot. Both groups met throughout the year and solicited considerable feedback from stakeholders.

Initially, our Student Working Group sent a survey to our students, staff, alumni, and community to solicit initial ideas for a new mascot. The survey was sent to nearly 20,000 unique email addresses and posted to social media in multiple forums. There were over 2200 responses to this initial survey and it generated more than 400 unique suggestions.

Our students then worked as a group, with consistent feedback from the Mascot Screening Subcommittee, to analyze the initial data and synthesize a list of finalists from the ideas that were generated. This analysis and the deliberations of the Student Working Group, resulted in four finalists to be recommended to the community for additional feedback. These finalists were: "United," "Nor'Easters," "Revolution," and "Stingers."

Our students then solicited additional feedback from students, staff and the broader community. The Student Working Group determined that students and staff would be provided with a ranked choice system for voting and an opportunity to provide written comment and the broader community would be provided an opportunity to provide written comment. This survey was then distributed in a manner similar to the initial survey and resulted in over 1500 responses from students, almost 500 staff, and over 3700 community members.

Our Student Working Group then met after April Vacation and deliberated over the course of two days on a final recommendation. After vigorous discussion and debate, the Student Working Group came to unanimous consensus to recommend that we be *The Acton-Boxborough Revolution* or *A-B Revolution*. The recommendation of the Student Working Group was then presented to the Mascot Screening Subcommittee on April 27, 2022 and the Subcommittee voted unanimously to recommend this to the school committee.

We want to recognize that throughout the renaming process, we continued to hear from community members about their strong ties to the "Colonials" and a sincere wish for the "Colonials" to be reinstated as the mascot. The Screening Subcommittee recognized on multiple occasions these sentiments and wishes to acknowledge the individuals within the community who hold this passion for being a "Colonials" and reaffirm our value and respect for these individuals and their commitment to the history and traditions of the community. Ultimately, revisiting history to restore the prior mascot was not within the scope of the group's work, and was not a consideration for moving forward.

Thanks and Recognition:

Many times over, members of the Mascot Screening Subcommittee expressed deep admiration and respect for members of the Student Working Group and the faculty who advised them. Specifically, the subcommittee recognized the inherent

challenges of selecting the new mascot given the wide range of community beliefs about the retirement of the "Colonials." The committee holds deep admiration and respect for our students in their ability to navigate a difficult dynamic, acknowledge what has been a rich history of our community for many, while simultaneously recognizing the changing nature of our student body and looking to the future. We are deeply proud and grateful for all of the energy, passion, wisdom and perseverance that these young people and the faculty displayed.

I would also like to thank and recognize the members of our Mascot Screening Subcommittee for their enormous contributions throughout the process:

Our Three high school students

Julie Driscoll (AB Track and Field Boosters)

Jessica Towl (Parent/AB Youth Lacrosse Board Member)

Janika Dillon (Parent/Community with Relevant

Professional Experience)

Christopher Lynett (Parent/Community with Relevant

Professional Experience)

Steve Martin, (Athletic Director)

George Arsenault, (Director of Performing Arts)

Chris Nyland (Parent/Community with Relevant

Professional Experience)

Meg Spring (Alumnus - Athletics, Arts, Student Govt.),

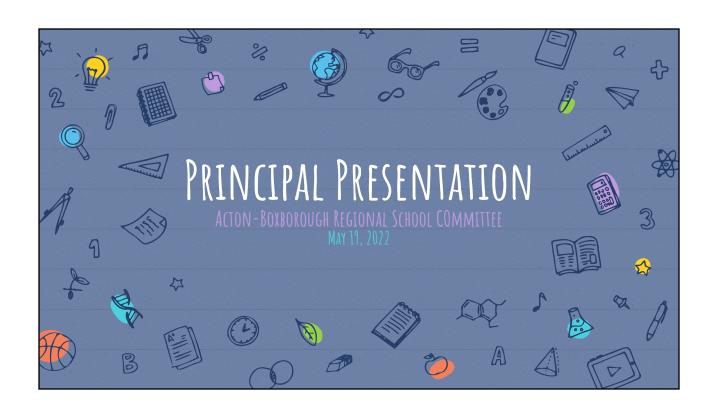
Ben Bloomenthal (School Committee)
Andrew Schwartz (School Committee)

Chris Russo (AB Friends of Music - Boosters)

Ru Sweeney (Coach, Faculty member)

Respectfully submitted on behalf of the Mascot Screening Subcommittee,

Peter Light Superintendent of Schools







Equitable Opportunities & Outcomes (MTSS) 3.1 Develop and implement an aligned, districtwide PK-12 multi-tiered system of support (MTSS) for students in literacy, mathematics, social-emotional and behavioral learning.

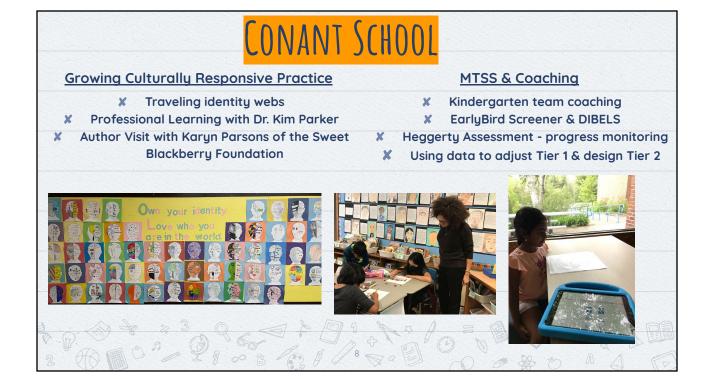
Inclusive Practices (CRP)

- 2.1 Strengthen school culture and climate by strengthening relationships between and among students and adults within the schools, with an emphasis on students from historically underrepresented groups.
- 2.2 Ensure that all staff engage in ongoing professional learning to implement culturally responsive and inclusive practices.
- 2.3 Ensure that educators in all schools and classrooms employ curricula, instructional practices and materials that are responsive to the diversity of our students and families.

Social and Emotional Learning (SEL)

3.2 Ensure effective evidence-based screening, instruction, and assessment in literacy, mathematics, social-emotional and behavioral learning in all general education classrooms PK-12





BUILDING A MULTI-TIERED SYSTEM OF SUPPORT AT DOUGLAS

Getting started

- Developed a school-based leadership team
- × Visited Blanchard's model
- Created a schedule with an intervention block for each grade
- New coaches & specialists

Continuing work

- X Teachers began having regular data meetings
- Teachers, specialists and coaches planned interventions together
- Leadership team planned professional learning to support the work
- Student learning growth is measurable

GATES SCHOOL

- BEING THE CHANGE
- IDENTITY & NAMES
- EXPANDING K-6 CLASSROOM LIBRARIES
- MULTI-CULTURAL BOOK TASTING GR. K,
 2, 5, 12
- PTO CULTURAL SHOWCASE



MCCARTHY-TOWNE

- **X** Reconnect the Community
 - X Vertical Teams and CRP Work with Dr.Liza Talusan
 - X DEI Subcommittee of PTSO
 - X Assemblies and Learning Buddies
 - X Art Integration
- Exploring Our Data Culture As The Foundation of MtSS
 - X Adult Norms
 - **x** Schedule
 - X Data Protocol
 - Pilot of Mixed Grouping Interventions



MERRIAM SCHOOL

Project- Based Learning, STEAM, UDL

- -Solstice Stroll (Community Event)
- -Makers on the Move-monthly STEAM challenges
- -STEAM Weeks (gr 4 and 5)
- -Reduce, Reuse, Recycle Instruments and performance (k)
- -PDB Garden (School-wide)
- -Animal Adaptations- Discovery Museum (gr 3)

Relooped School: k-1, 2-3, 4-5, Grade 6 Stand Alone

Culturally responsive materials to support content/ projects.





GOALS & ASPIRATIONS

2022-2023

Consistent Goals with Individualized Action Steps

MISS

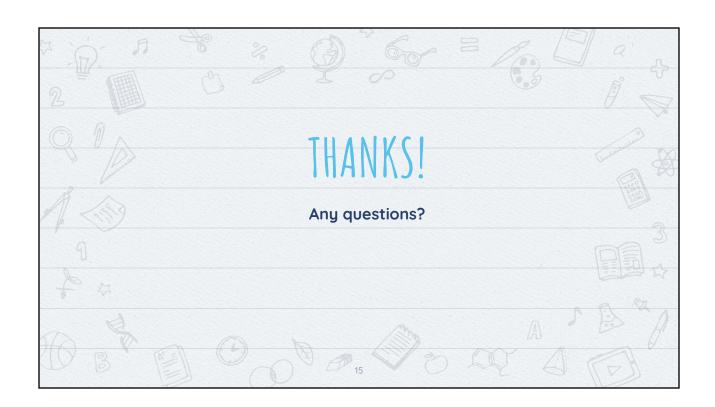
- Coaches and specialists supporting classrooms & building capacity for data meetings
- Shared playbook; ongoing collaboration

Continuing to support SEL through new screening tools to inform teaching practice, resources, and curriculum development

SEL

CRP

- Each school will have a committee of culturally responsive teacher leaders Expansion of SEED Leaders
- within our buildings





Our **vision** is to provide high-quality educational opportunities that inspire a community of learners

WELLNESS • EQUITY • ENGAGEMENT

Our **mission** is to develop engaged, well-balanced learners through collaborative, caring relationships

ABRSD Elementary MTSS

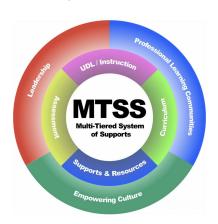
May 19, 2022

Steering Committee

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Members and Working Groups

- 14-member Steering Committee
 - District administrators
 - School-based administrators
 - Classroom educators, coaches,
 & service providers
- Four Working Groups
 - Data and Data Protocols
 - Roles & Responsibilities
 - Defining Tiers of Instruction
 - Operations (Nuts & Bolts)



Each working group led by Steering Cmte members

 8-12 members representing broader cohort of elementary-based educators and service providers

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Meeting Timelines

- 9 Steering Committee Meetings; Dec 2021 to May 2022
 - Establish priorities and objectives
 - Develop framework and focus of MTSS Playbook
 - Identify implementation needs
 - Summer 2022 meeting to continue preparation

Working Group Meetings

- Two or three ½ day sessions to develop plans and resources
- Representatives from each elementary school
- Between February 2022 and May 2022

MTSS PlayBook

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PlayBook Components

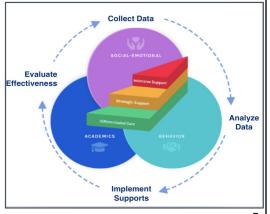
INTRODUCTION

- Why is a Multi-tiered System of Support Needed in Our District?
- What is a Multi-Tiered System of Support?
- Conditions of MTSS and a Road to Implementation
- Purpose of and Guidance from the MTSS Steering Committee

PlayBook Components

STRUCTURES AND PROCESSES

- Scheduling
- Roles and Responsibilities
- Data Protocols and Processes
- Tiers of the MTSS



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ABRSD Tiers for Behavior Supports K-6 Behavioral and SEL Plan for 2022-23 Output: To shift our Outcome: Improved student skills in the area of Emotional and environment and supports so that students experiencing DRAFT FOR COMMENT dysregulation can access Behavioral Regulation Assabet Valley Wrap-Around Family Support Partnership (FSP) Cartwheel Care: partnership to provide expedited access to mental health assessment and services including psychiatric services. School -based IST coaching and consultation with Jessica Strengthen and expand partnerships with universities providing interns for counselling and psychology Targeted PL for Mental Health Team: Lynn Lyons - 2 day workshop IMPLEMENT Small group instruction and targeted/strategic support with counselors and psychologists Panorama & Fly Five Resources to support classroom interventions based on data Stuart Ablon as Keynote Speaker on PL Day Family Workshop Series: Cartwheel Connect (5 sessions); Lynn Lyons - Parent Workshop on Anxiety Panorama & Fy Five Resources to support classroom interventions based on data Possible Pilot 'Fly Five' curricular resources in selected classrooms and initiate exploratory team of teachers, counselors, psychologists to research and pilot K-6 SEL Curriculum for gradual Data Sources: Panorama Screener implementation Spring '23 - Fall '23 Trauma Informed Practices in all K-8 Schools (Partnership with Attendance Nurse Visits Lesley University for Professional Learning and Graduate Course Opportunities Responsive Classroom: Increase consistency of practices across District (90 seats in RC training Summer '22) Discipline Incidents/ Referrals Anecdotal Data 8 **WELLNESS • EQUITY • ENGAGEMENT**

PlayBook Components

APPENDICES - Templates and Tools

- A: Family Communication Templates
- B: MTSS FAQ (dynamic document)
- C: PPT Slides for Introducing the AB MTSS
- D: Links to public and staff sites
- E: Building Leadership Resources for Implementation

(likely the focus of Steering Committee summer work)

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Next Steps Wellness • equity • engagement

District MTSS Team in 2022-2023 - composition

- Continue to provide vision for MTSS model;
- Analyze District Data;
- Compile school-based MTSS DESE Self-assessments

Scheduling

Living a new scheduling model; feedback/adjustments

Professional Learning

- PL for Instructional Leadership Team; Instructional Support Team
- Coaching for classroom educators

Access to Student Learning Data

• Panorama Platform

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Acton Boxborough Food Service Department Presentation

Kirsten Nelson, Director of Food Services

Acton Boxborough Regional School Committee Meeting May 19, 2022

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Summary of 2021-2022

Audits this year:

- 1) Administrative Review with the Department of Elementary and Secondary Education
- 2) Procurement Review with the Department of Elementary and Secondary Education
- 3) District Financial Audit with Powers & Sullivan, CPAs

Accomplishments

We are currently serving the following number of meals each day:

- Breakfast: 1,000 per day (2018-2019 avg 200 per day)
- Lunch: 3,300 per day (2018-2019 avg 2,500 per day)
- Federal waiver allows universal free breakfast & lunch

Additionally:

- We provide meals for The Victor School and CASE Collaborative School in Acton
- We brought back the Cooking Club at RJ Grey
- 3 Reviews (as noted on previous slide)
- Grants (Cares Act; Supply Chain Assistance, Refrigerated Van)
- ½ day lunches
- Online ordering available to the community
- Curbside Meals: 300,000 meals to our community
- Summary A-B Foods Program survived the pandemic!

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Financial	Rasu	lte /	- '- (0000-)		
i illaliciai	i (CSu	(amount	s in \$000s)	Ending	
	Revenue	Expenses	s Net	Fund Bal.	
FY18	\$1,729	\$1,746	(\$ 17)	\$ 680	
FY19	\$1,775	\$1,788	(\$ 13)	\$ 667	
FY20	\$1,244	\$1,653	(\$409)	\$ 258	
FY21	\$1,462	\$1,462		\$ 258	
FY22 (thru Q3)*	\$1.923	\$1.712	\$211	OK including \$ 469 \$838K including the normal series of the normal serie	ing
	·			K) is not yet booked	
Revenue	Breakdown	by FY (% of tot	al)		
rtovonao			د. _unch/Catering Sales		
100.00% —					
				_	
75.00% —				_	
50.00% —				_	
25.00%					
25.00% —					
0.00% —					
	FY18	FY19 FY2	0 FY21	FY22	

Challenges

Currently facing:

- Supply Chain Issues (availability of goods)
- Driver Shortages
- Deliveries backlogged by a week or more
- Food Service Staff shortage (due to increase in meals served)

Potentially facing:

- · Uncertainty whether waiver will continue
- Federal requirement to adjust paid lunch meal pricing
- Increasing level of food insecurity in the community

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Lunch Prices

- 1. We are required to meet a certain price point due to our program being federally funded.
- 2. Currently the free meals are set to expire on June 30, 2022.
- 3. We are not sure if free meals will be extended next year.

Proposed meal pricing for the 2022-23 school year is below:

Student Meals:

- Breakfast \$1.75 (no change)
- Lunch \$3.50 (increase of 75 cents)

Adult Meals:

- Breakfast \$2.75 plus tax (increase of 25 cents)
- Lunch \$4.75 plus tax (currently charge \$3.50-\$5.00)

Thank you!

Thank you for the opportunity to serve our students breakfast and lunch every day.

A well-fed child is ready to learn!

A-B Food Services

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Acton-Boxborough Regional School District

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

Peter J. LightSuperintendent of Schools

To: Acton-Boxborough Regional School Committee

From: Peter Light, Superintendent of Schools

Date: May 13, 2022

RE: Superintendent's End-of-Year Goals Update

I am pleased to provide you with this End-of-Year Goals Update as part of my annual evaluation. I want to begin by expressing my sincere appreciation to all of our staff and leaders throughout our schools. While the Superintendent (along with the leadership team) works directly with the School Committee to set both long and short-term goals, it is the staff, along with school and district leaders who bear much of the burden of effort in accomplishing these goals. I am grateful for everyone's dedication to our students and the time and effort each person in our schools devotes to improving learning for students.

Attached, you will find two documents: an End-of-Year Goals Update that includes comments and progress from both mid-year and end-of-year, and a blank template for my evaluation that is pre-populated with the goals for this year. The evaluation template also includes recommended standards and indicators from the Superintendent's Rubric to help guide your thinking. This is provided as a point of reference, but should not in any way limit your comments and feedback.

As I reflect back on the year, our district goals are a reflection of the major work of the district in improving our schools for students. While a part of my job is to help guide this work, there are other aspects of my ongoing work and the work of our leadership that are not reflected in the District Goals. Some examples of these accomplishments that you may want to provide commentary in your feedback include:

- Welcoming multiple new school and district leaders and beginning to build a high performing team,
- Continuing to manage the COVID Pandemic, including the impacts of the Delta, Omicron Variants and their impact on our schools,
- Addressing the urgent and complex needs of our students as we emerge from two interrupted years of schooling,
- Managing the dissolution of the EDCO Collaborative,
- Structuring a process by which our students could lead a mascot renaming process,
- Engaging with families through monthly Superintendent Coffees and written updates.
- Managing a challenging budget process and working to increase end-of-year turnbacks to mitigate the impact of declining reserves on future budgets.
- Monitoring completion of the Boardwalk Campus Building, and
- Returning to full education programming and a resumption of activities for our students this year.

Here are a few reflections about what I believe went well, and some of our opportunities for growth:

There are many things that went well for our schools over the course of the year, but I would like to highlight a select few:

- I am grateful for the tireless efforts of our Principals and their staff on a daily basis to meet the needs of their students. They persevered through staffing shortages and supported students with urgent and complex needs at a level we have not seen before.
- I am proud of the work of our MTSS steering committee that brought together educators and leaders from across our elementary school to develop a common vision for a Multi-Tiered System of Supports across our elementary

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- schools. This vision provides both a foundation for a district-wide approach to this work, and also allows for the individual personalities and cultures of each school to personalize implementation of the system.
- I am proud of the courage and perseverance of our students involved in the mascot renaming process, and grateful to our subcommittee for their ongoing support of the students. The students led a process that provided for significant community input into the selection of a new mascot. While recognizing that a final selection could not please everyone, they continued to engage the community and selected a mascot that, in their words, "acknowledges our past, but speaks to our future."
- I am pleased that, through the coaching relationship with The Leadership Academy (TLA), we have started to gain a deeper understanding about the needs of our students from historically underserved populations. TLA has helped us by conducting focus meetings with student groups, helped facilitate connections between student groups and school administration, and has provided ongoing support to our school and district leaders in managing problems of practice and aligning policies and practices in our schools with the Portrait of a Culturally Responsive School District. The information and connections through TLA will help us to deepen our relationships with our students in the coming years.

Opportunities for growth:

- We can better engage our community around complex issues related to our schools. Learning from community feedback about the process used to retire the mascot, we put a plan in place to ensure that our community had multiple opportunities to provide feedback to us throughout the mascot renaming process. We also heard feedback from some in our community that they wanted more input into proposed changes to high school curricula. Our schools will continue to face several complex issues over the next few years including the development of school budgets with constrained resources, and our goals around equity and inclusion. Both of these issues will require ongoing dialog that engages stakeholders throughout processes and we need to think deeply about appropriate forms of engagement for our staff, students, families, and the broader community around these complex issues.
- We need to find ways to increase educator voice in decision-making; particularly in areas that directly impact students and teachers. The last two years have seen unprecedented disruption to education and our schools have undergone tremendous change. Because of this, I think many of our educators feel a loss of control over their work. Some disruptions have been beyond our control, including shifting educational models, health and safety restrictions and schedules due to the pandemic. Other changes have been specific to our District including a focus on Universal Design for Learning, MTSS, implementation of new literacy and math curricula and high school schedule changes. We need to find ways to help educators have increased voice in processes and decisions as we look to the future.
- We need to think deeply and strategically about our students' social emotional, behavioral health and mental health needs. The pandemic has taken a significant toll on many of our students and this had led to a sharp increase in the number of students demonstrating complex and acute needs in this area. We will need to be prepared to address our students' needs in the short-term, while simultaneously planning for a long-term and strategic plan of action.
- We should think about how we can grow our goals in order to focus on student outcomes where appropriate. Our district goals have traditionally focused on the inputs and outputs (professional development & program implementation) of our district. Now that we have begun to develop a robust set of data sources to better understand the needs of our students in a systematic way, we can leverage that opportunity to focus on student outcomes. It is important to recognize that not all educational outcomes for students can and should be measured in quantifiable ways, so we will want to maintain a balanced approach as we become more outcome-focused.

• As we move forward into our next goal setting cycle, we need to carefully consider (i.e. limit) the number of goals to which we commit and evaluate the appropriate number of action steps that can reasonably be accomplished within a year. As stated earlier in the memo, while the Superintendent (along with the leadership team) works directly with the School Committee to set both long and short-term goals, it is the staff, along with school and district leaders who bear much of the burden of effort in accomplishing these goals. We need to be cognizant that an overwhelming number of actions steps in a given year will likely diminish the impact of implementing important actions and initiatives with fidelity.

I hope this has been helpful in framing my annual evaluation. I look forward to your feedback.

ABRSD District Strategy 2021-2026

Mid-Year Update: Annual District Improvement Plan School Year 2021-22



CORE VALUES: Wellness, Equity, Engagement

Definitions:

Goal:	The clear statement of what will improve during the period of time for which the School Improvement Plan is written. The goal is written in outcome-oriented language. For the annual District Improvement Plan, the goal is the Strategic Initiative from the District Strategy that will be an area of focus for the year.
Alignment:	A statement that provides a rationale for <i>why</i> the school selected this goal and may include background information and data as appropriate. This can also include a statement of how the goal aligns with District Strategic Objectives or Initiatives from the District Strategy.
Baseline:	A narrative that describes both the starting point of reference for the goal
Outcome:	A clear picture of what will look different when the goal has been achieved. The outcome provides data and <i>targets</i> that allow the school to benchmark progress toward the goal and allow for the school to assess completion of the goal.
Strategy:	The strategy is the action plan for the goal which includes the combination of action steps, measurement, timelines and ownership necessary to achieve the goal.
Action Steps:	The specific actions that members of the school will take in order to achieve the goal
Measurement:	The qualitative or quantitative ways that members of the school community will know the <i>action steps</i> have been achieved or completed.
Timeline:	The specific timeline intended for each of the action steps that the school has committed to meeting.
Ownership & Enactment:	Defines who is responsible for various action steps, and the elements of the steps for which they are responsible.
Resources:	An analysis of existing and new resources that will be necessary to achieve the goal.

Rubric for Mid-Year Update

Mid-Year Status	Description
Completed	The Action Step has been completed as of the update
In Process/ On Target	The Action step has been initiated and work is in progress. The District anticipates completing this action within the time frame.
In Process/ Off Target	This Action Step has been initiated, but is behind schedule. The District will need to take specific actions to complete this item.
Not Yet Started	This Action Step has not yet been started. The District intends to complete the action, but will need to take significant steps in order to complete this within the specified timeframe
Deferred	The District has determined this action step is either no longer feasible or no longer appropriate.

Rubric for End-of-Year Update

End-of-Year Status	Description
Completed	The Action Step has been completed.
Ongoing	Action steps we completed or mostly completed, but work was designed to span multiple years.
Not Completed/ Continuing	Planned actions steps were only partially completed, and future actions will continue toward this goal.
Not completed/ Discontinued	Planned action steps were only partially completed, and we have determined that incomplete actions toward this goal will be discontinued
Deferred	The District has determined this action step is either no longer feasible or no longer appropriate.

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Goal #1: Inclusive Practices (2.1): (What area of student learning do we want to improve?)

2.1: Strengthen school culture and climate by strengthening relationships between and among students and adults within the schools, with an emphasis on students from historically underrepresented groups.

Alignment: (We chose this goal because...; The stated goal is aligned with the District Strategic Objective/ Initiative to...)

Our students have not had consistent school experiences in 18 months. During the 2020-21 school year, the district focused on trauma-informed supports and provided professional learning for all educators in trauma-informed strategies for the classroom. A fundamental aspect of trauma informed care is an emphasis on relationships within schools and classrooms. As we return all of our students to brick and mortar schools, it is critical to rebuild relationships between and among students and adults and rebuild school climate and culture to support students' social emotional needs. Additionally, we have heard from our students and families that not all of them have experienced consistent high-quality relationships with students and staff over time. It is important for us to identify which students have felt less connected and implement strategies to build relationships with these students.

Baseline: (What does this currently look like in your school (Baseline)?

Based on previously administered Challenge Success and Youth Risk Behavior Surveys, the district has a high rate of students who report having a trusted adult in the school (YRBS 93-94% of students in Grades 6-12). This fall marks the first time in nearly 18 months that all of our students will be together and experience a full "normal" school year. The district provided professional learning to all educators during 2020-21 in trauma informed care, in which an emphasis is placed on fostering strong relationships within classrooms. However, not all students report having a trusted adult, and we have heard from various groups in the last several years as they expressed frustration with their connections to the school and feeling of being valued as part of the school community. Similarly, some students and families have reported frustration with procedures in responding to incidents of bias and hate in our schools. We do not currently have a system in place district-wide to assess school climate and culture on a regular basis.

Outcomes: (What will be different when this goal is reached? What is the overarching data that will show improvement and what is the target for improvement?)

- 1. We will have clearly articulated processes to gather information from our students and families about their feeling of connectedness and safety in our schools.
- 2. We will continue to solicit feedback from families through established communication channels such as the SEPAC, DEI Family Advisory, Joint PTSO, and Superintendent Coffees.
- 3. We will expand two-way communication and engagement with our multilingual families through regular engagement evenings with an EL Parent Advisory Council and expanded on-demand interpretation services for our most-frequently used languages.
- 4. We will develop a shared understanding with our community about how our schools will respond to and investigate incidents of bias and hate in our schools by publishing a protocol for responding to incidents of hate and bias.
- 5. We will develop and publish a website with information about our School Resource Officer Program based on feedback from the DEI Family Advisory.

Strategy	rategy									
Action Step(s) What will you do to improve student learning? Are the steps integrated? Complementary? High leverage?	Measurement How will you assess progress toward this goal? What qualitative and/or quantitative data will you use?	Timeline What are the dates for completion?	Ownership & Enactment Who is responsible for the ownership and enactment of the action steps?	Mid-Year Status	Mid-Year Comment	Year End Status	Year End Comments			
Deepen our understanding of how our students experience our schools.										
Identify Assessment Tools/Surveys that allows the schools and District to collect feedback from students/staff/families around school climate and culture and the quality of relationships within the schools	Identified tool to survey students regarding the climate and culture of schools and the quality of relations between and among students and adults	May 2022 Fall 2022 (Pilot)	 Assistant Superintendent for Equity and Inclusion Director of Special Projects 	Completed	Signed contract with Panorama; Full implementation Fall 2023 Administering Panorama SEL Survey Grades 3-8 mid-March	Completed	See notes from mid-year update Collecting Feedback at end of year via Panorama School Climate and Culture Surveys from Students, Staff and Families; Surveys being sent week of May 23 through June 3			

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	to pilot in 2022-23		Principals		2022		
Conduct students focus groups with traditionally minoritized populations of students at the Junior High School and High School to solicit feedback about their experiences in our schools used to inform goal setting	Summary of results of focus groups presented publicly to the school committee with planned actions and goals.	Spring 2022	 Superintendent Assistant Superintendent for Equity and Inclusion 	In Process/ On-Target	High School Principal and Coach from The Leadership Academy meeting with focus groups	Not Completed/ Continuing	See mid-year update; public presentation of information to be continued into Fall 2022.
Implement an anonymous reporting system 7-12 to make it easier for students to report incidents of bullying, harassment, bias and hate so that they can be promptly investigated and resolved	System implemented 1st year data and summary presented publicly to school committee	November 2021 Spring 2022	 Assistant Superintendent for Equity and Inclusion High School and Junior High School Principals Assistant 	Completed	Learning sessions provided for JH and HS students about anonymous reporting and how to file an anonymous report; built out website	Completed	See Mid-Year Update Douglas Elementary piloting anonymous reporting system for elementary.
Support schools in establishing affinity groups for interested groups of students and staff	List of affinity groups published for students	October 2021 - May 2022	Superintendent for Equity and Inclusion High School and Junior High School Principals	Completed	All clubs advertised online and through JH and HS websites, announcements, etc.	Completed	See Mid-Year Update
Increase the transparency with which we res	spond to incidents of hate and bias	•					
Publish Administrative Protocols for Responding to Incidents of Hate and Bias in our schools to provide greater transparency around District processes	Published document that reflects feedback from a variety of organizations and community members	January 2022	Assistant Superintendent for Equity and Inclusion	Completed	Protocols Presented at SC 1/27/2022; published and posted online on DEI website	Completed	See Mid-Year Update
Improve two-way engagement with our mul	tilingual families.						
Pilot the use of the "Remind" App to improve two-way communication between educators and families for certain groups including English Learners	Data from the pilot program will be shared and used to inform future adoption	February 2022 (through budget process)	Director of Special Projects	Completed	Active use of Remind App by staff at all levels; made available to coaches; will explore other two-way texting options that may be aligned with our SIS	Completed	See Mid-Year Update
Establish regular engagement evenings for multilingual families	Calendar of events for the 2021-22 school year	October 2021-May 2022	 Assistant Superintendent for Equity and Inclusion English Language Coordinator 	Completed	AB EL Parent Advisory Committee established (see website)	Completed	See Mid-Year Update
Implement livestream interpretation options for multilingual families when feasible for virtual, schoolwide events.	Broaden type and number of virtual school events where multilingual families who require interpretation can register for livestream interpretation.	September-May 2022		In Process/ On Target	Implemented for EL Parent Advisory Committee meetings and elementary parent/grade-level meetings	Completed	EL Parent Advisory Meetings implemented during the 2021-22 School Year as planned.

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Voted by ABRSC 10/21/21

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Ensure our community has access to information	ation about our School Resource C								
Develop and publish a district web page to communicate the roles of school resource officers within our schools	Published web page as recommended by the DEI Family Advisory in May 2021.	December 2021	 Superintendent of Schools Director of Special Projects 	In Process/ Off Target	1 ,	Not Completed/ Continuing	There were changes to SRO personnel this year and the District chose to defer publishing website until the 2022-23 school year to allow for new SRO to be welcomed.		

Goal #2: Inclusive Practices (2.2): (What area of student learning do we want to improve?)

2.2: Ensure that all staff engage in ongoing professional learning to implement culturally responsive and inclusive practices.

Alignment: (We chose this goal because . . . ; The stated goal is aligned with the District Strategic Objective/ Initiative to...)

It is important that all schools and classrooms across the District employ culturally responsive and inclusive practices. Toward that every educator is equipped to create culturally responsive classrooms. This goal is focused on developing the capacity of leaders and educators as part of an overall change management strategy.

Baseline: (Description of Starting Point)

Currently, PK-12 staff members do not share a common understanding or language about culturally-responsive practices. Many staff have participated in the SEED training program to better understand implicit bias, but not all staff have participated yet. There is a requirement for all staff to participate in this training by 2024. The district has offered some district-level professional learning and some schools have done so as well or created action plans. The district does not have a widely-understood framework for Culturally Responsive Practice.

Outcomes: (What will be different when this goal is reached? What is the overarching data that will show improvement and what is the target for improvement?)

- 1. We will identify a framework to guide Culturally Responsive and Inclusive Practice, and the District and schools will use this framework to inform goal setting and improvement planning.
- 2. District and school leaders will complete a year-long professional learning series and participate in small group coaching designed to strengthen leadership skills for Culturally Responsive Practice.
- 3. We will increase the number of staff who completed SEED and UDL training.
- 4. We will increase the number of in-District SEED trainers, with the intent to have at least one SEED trainer in each school.

Strategy								
Action Step(s) What will you do to improve student learning? Are the steps integrated? Complementary? High leverage?	Measurement How will you assess progress toward this goal? What qualitative and/or quantitative data will you use?	Timeline What are the dates for completion?	Ownership & Enactment Who is responsible for the ownership and enactment of the action steps?	Mid-Year Status	Mid-Year Comment	Year End Status	Year End Comments	
Provide robust professional learning for	or leaders and educators.							
Provide professional learning and ongoing job embedded coaching for school and district leaders to support leadership for culturally responsive schools through the Leadership Academy	Leaders will participate in and complete professional learning and small group coaching during the 2021-22 school year	August 2021 - June 2022	 Superintendent of Schools Assistant Superintendent for Equity and Inclusion 	Completed	Implemented at 2021 Leadership Team Retreat, DLT meetings, and ongoing	Completed	See Mid-Year Update	
Provide professional learning and job- embedded coaching for <i>educators</i> to support culturally responsive classrooms through anti-bias training, and Universal Design for Learning.	All staff will complete SEED anti-bias training by Spring 2024. Increase in trained educators of 20% by spring 2022.	Spring 2022 Spring 2024	 Assistant Superintendent for Teaching and Learning Assistant Superintendent for Equity and inclusion 	In Process, On Target	Two SEED workshops offered this year for 58 educators. (43 on wait list)	Completed	Planned workshops completed. Additional workshop being offered this summer to accommodate staff who were waitlisted during the school year.	
Expand leadership for Diversity, Equity	and Inclusion at all schools.							
Increase the number of SEED Leaders to support expansion of anti-bias training for educators with a goal of having at least one SEED leader in every school.	Increase number of SEED leaders by 6, from eight to 14 Newly-identified SEED leaders complete training	May 2022 August 2022	 Assistant Superintendent for Teaching and Learning Assistant Superintendent for Equity and inclusion 	In Process, On Target	SEED leader and information forms sent to staff to apply for 9 training openings.	Completed	9 AB staff applicants accepted into Summer 2022 New Leaders training; next year there will be a cohort of 14 SEED leaders in the District	
Develop a shared understanding amor	ng staff about a framework for cu	Ilturally responsive sch	nools and classrooms and develop scho	ol-based goals f	or this work.			
Engage educators across all buildings in professional learning to understand the framework for culturally responsive schools.	Staff meeting agendas	March 2022	 Superintendent Assistant Superintendent for Equity and Inclusion Principals 	Deferred	Will need to occur in SY2022-23	Deferred	See Mid-Year Update	
Conduct school-based self assessments with staff in order to inform future goal setting for culturally responsive practices.	School based action plans and goals incorporated into future school improvement plans	June 2022		Not Yet Started	For 2022-23 School Improvement Plans	Not Completed/ Continuing	2022-23 School Improvement Plans will include at least one goal related to Culturally Responsive Practices utilizing The Leadership Academy Framework for a Culturally Responsive School District as a guide.	
Educators will complete training in Un	iversal Design for Learning and in	ncorporate strategies i	nto units and lessons.					
Educators in grades 7-12 will complete training in Universal Design for Learning (UDL).		October-May	 Assistant Superintendent for Teaching and Learning Assistant Superintendent for Equity and Inclusion 	Completed	All JH and HS educators completed 6 hours with CAST Fall 2021- Winter 2022	Completed	See Mid-Year Update	

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Goal #3: Inclusive Practices (2.3): (What area of student learning do we want to improve?)

2.3: Ensure that educators in all schools and classrooms employ curricula, instructional practices and materials that are responsive to the diversity of our students and families.

Alignment: (We chose this goal because...; The stated goal is aligned with the District Strategic Objective/ Initiative to...)

The District has taken several steps to ensure that schools and classrooms employ curricula, instructional practices and materials that are responsive to the diversity of our students and families. We will continue initiatives to expand the diversity of elementary classroom libraries, examine the new social studies curriculum frameworks to inform revisions to our curricula, and expand course offerings that allow students to examine history from a variety of perspectives.

Baseline: (Description of Starting Point)

Prior to the pandemic, the district began to implement a co-teaching model in order to increase students with IEPs access to high quality general education content. The work was paused during the pandemic but will resume this year.

Outcomes:

(What does this currently look like in your school (Baseline)? What will be different when this goal is reached? What is the overarching data that will show improvement and what is the target for improvement?)

- 1. We will continue to expand the diversity of books in the elementary classroom and school libraries
- 2. We will begin to revise our K-12 curricula to align with the Massachusetts History and Social Sciences Frameworks
- 3. We will expand course offerings at the high school that allow students to examine history from a variety of perspectives.
- 4. We will expand access to general education instruction for students with disabilities by continuing professional learning and increasing the number of co-taught classrooms
- 5. We will align and clarify descriptions of special education programs across the District.

Strategy	trategy									
Action Step(s) What will you do to improve student learning? Are the steps integrated? Complementary? High leverage?	Measurement How will you assess progress toward this goal? What qualitative and/or quantitative data will you use?	Timeline What are the dates for completion?	Ownership & Enactment Who is responsible for the ownership and enactment of the action steps?	Mid-Year Status	Mid-Year Comment	Year End Status	Year End Comments			
Expand social studies offerings at all	grade-levels.									
Analyze new MA Soc Sciences Frameworks to expand curriculum opportunities at all grade levels for students to more deeply understand the variety of cultures in our community, state and nation.	Resources for educators including: Teaching About Native People & Settler Colonialism; Beyond Black History Month; major holidays and topics and	September -May 2022	 Assistant Superintendent for Teaching and Learning Social Studies Curriculum Coordinators High School Social Studies Department Leader 	Completed	Resources shared with educators	Completed	See Mid-Year Update			

Voted by ABRSC 10/21/21

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Partner with Primary Source to expand curricular offerings that examine history through a variety of lenses, including the development of a course at the HS focused on the history of race and racism in the United States	events Expansion of the US Over Time unit adapted from Primary Source: Cornerstone and Straight from the Source; Development of a high school course entitled: Race and Racism	September -May 2022		Completed	HS elective course Understanding Race offered in the 2022-2023 Program of Studies	Completed	See Mid-Year Update; Students registered for 2022-23 school year.
Continue to align special education	programming to provide a clear	rer continuum of se	rvices and expanded access to general edu	cation.			
Continue the district initiative to expand access to general education environments through a co-teaching model by providing professional learning for educators. Define and clarify special education programs to ensure that they are focused and aligned with the needs of students and families.	Increase number of classrooms employing a co-taught model from 2021-22 to 2022-23 Professional learning for educators to support implementation Program descriptions for all special education programs including student profiles	March - May 2022 March - May 2022 May 2022	 Director of Special Education Principals Director of Special Education Special Education Coordinators 	In process	Planning for Summer PL and consultant for next school year Updated descriptions being shared with Principals/Program staff Summer PL planned for program staff	Ongoing	Dorsey Yearly has been contracted by the district for co-teaching PL. Meeting with co-teaching teams in May/June to plan for next year. Draft descriptions are being reviewed; programs are planning summer days to work on program vision, schedule and specialized instruction that is embedded in each program.
Continue to expand elementary clas	sroom libraries to reflect the di	iversity of our stude	ents.				
Provide funding for K-6 educators and schools to purchase classroom books that expand representation of students to better reflect the diversity of our schools.	A booklist of PK-2 Culturally Relevant Children's Literature that represents our student diversity	May 2022	 Assistant Superintendent for Teaching and Learning Curriculum Coordinators 	Completed	Books purchased for all elementary libraries and shared with staff.	Completed	See Mid-Year Update

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Goal #4: Equitable Opportunities (3.2): (What area of student learning do we want to improve?)

3.2: Ensure effective evidence-based screening, instruction, and assessment in literacy, mathematics, social-emotional and behavioral learning in all general education classrooms PK-12.

Alignment: (We chose this goal because . . . ; The stated goal is aligned with the District Strategic Objective/ Initiative to...)

The focus of this initiative is to improve the consistency of evidence-based universal (Tier I) instruction in literacy and mathematics K-6 and to continue implementation of a district-wide screening tool (iReady) and early literacy assessments in order to support the District's broader goal of implementing an MTSS model.

Baseline: (Description of Starting Point)

The district spent the last three years investigating a single math curriculum for implementation across schools K-8 in order to provide more equitable outcomes across our schools. Additionally, the district has spent several years investigating and planning for improved evidence-based instruction in early literacy that is aligned with the new MA Dyslexia Regulations. The District also piloted a district-wide screening tool in literacy and mathematics for the first time in 2020-21 and will continue to use that screener three times per year.

Outcomes:

(What does this currently look like in your school (Baseline)? What will be different when this goal is reached? What is the overarching data that will show improvement and what is the target for improvement?)

- 1. The District will complete the first full year of District-wide implementation of Illustrative Math in all classrooms K-6.
- 2. The District will have made significant progress in implementing changes to early literacy instruction in all classrooms K-3 by engaging leaders and educators in professional learning
- 3. The district will complete implementation of the iReady assessment 3X this year.
- 4. We will implement a district-wide series (Early Bird (K), DIBELS, RAN) of early literacy screening assessments in all classrooms K-3.
- 5. We will have an identified Social Emotional screening tool ready to implement in Fall 2022.
- 6. We will set student growth goals for Literacy and Mathematics that are disaggregated by subgroup for each grade level and discipline K-6.

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Strategy									
Action Step(s) What will you do to improve student learning? Are the steps integrated? Complementary? High leverage?	Measurement How will you assess progress toward this goal? What qualitative and/or quantitative data will you use?	Timeline What are the dates for completion?	Ownership & Enactment Who is responsible for the ownership and enactment of the action steps?	Mid-Year Status	Mid-Year Comment	Year End Status	Year End Comments		
Support evidenced-based Tier 1 instru	ction in all classrooms PK-6 in the	e areas of literacy and mathe	ematics.	1					
Literacy: Provide professional learning and job-embedded coaching for school leaders, coaches and specialists to support high quality, evidence-based early literacy practices.	PL description and schedule including class visits	October 2021-June <i>2023</i> (2 years)	Assistant Superintendent for Teaching and Learning	In Process	2 Year course with Melissa Orkin initiated this year includes site visits at schools	Ongoing	Year 1 coursework completed; Structure of Leaders Course being evaluated for 2022-23 to ensure it is responsive to leaders needs.		
Provide job-embedded professional learning for educators in grades K-2 in the area of structured literacy instruction and dyslexia screening and assessment.	School visit schedule for PL providers to work with school-based teams. Agendas and staff surveys	October 2021-May 2022 October 2021-May 2022	 Assistant Superintendent for Teaching and Learning Curriculum coordinators and coaches Principals 	In Process	Coaches are performing this role in schools at school grade level meetings. With teams utilizing data for determining instructional focus and routines.	Ongoing	This work was completed through MTSS work during the 2021-22 school year; this is a multi-year ongoing initiative.		
Mathematics: Provide job-embedded professional learning for educators in grades K-6 to support the implementation of Illustrative Math at all elementary schools	Staff PL agendas and surveys	October 2021-May 2022	 Assistant Superintendent for Teaching and Learning Curriculum coordinators and coaches Principals 	In Process	STEAM Coaches, Mathematics Coordinator and Mathematics Specialists meeting with school grade level teams. District-wide grade level meetings are also being used for grade-alike teams to meet to problem solve and support.	Ongoing	Planned actions for the 2021-22 school year were completed. This is a multi-year implementation for the new math program. Coaches, Math Specialists and Elementary Math Coordinator will need to continue to support this work next year as well.		

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Expand evidence-based assessment pr	ractices and establish consistent a	ssessments for use in all cla	ssrooms K-6.		_		
iReady: Provide professional learning for educators to support the use of iReady as one measure of students learning.	iReady professional learning dates for grade-levels and buildings, agendas and staff surveys	Fall 2021	 Assistant Superintendent for Teaching and Learning Principals 	In Process	Each school provided with two days to customize for educators.	Ongoing	Additional professional learning planned for educators for the 2021-22 school year.
Implement iReady assessment 3X in 2021-22	Implement the ii-Ready assessment in literacy and mathematics in 1-8 classrooms	Fall 2021, Winter and Spring 2022	• Principals	In Process/ On Target	Both fall and winter iReady administrations completed.	Completed	Students completed three administrations of the iReady assessment during the 2021-22 school year. This first full year of implementation will provide baseline data for setting future goals.
Early Literacy: Articulate and align required assessment practices and screening for early literacy (Early Bird,DIBELS, RAN); Outline an assessment calendar for the universal mathematics and literacy screening tools, and the dyslexia assessments for grades K-6	Assessment calendar to include all required district-wide early literacy screening tools Implement DIBELS in grade 1-3 classrooms 3X during the 2021-22 school year; Implement EarlyBird in K classrooms 3X during 2021-22 school year	Fall 2021 Fall, winter spring Fall 2021-Spring 2022	 Assistant Superintendent for Teaching and Learning Director of Special Education Principals Literacy Taskforce Assistant Superintendent for Teaching and Learning 	In Process In Process	Calendar created and posted on Staff T&L site for reference Fall and winter DIBELS administered. Also purchased Digital MClass DIBELS, provided training for coaches and specialists. Fall and winter EarlyBird administered	Completed	Implementation consistent with goals; Based on teacher feedback and after discussions with Literacy Coaches, Reading Specialists, and Principals, it was determined to use DIBELS as a screening tool for Kindergarten instead of the Early Bird Screener for the 2022-23 school year. This will provide a consistent assessment tool that is compatible with the Panorama Data Dashboard.
Social Emotional Learning: Engage staff to study and identify and pilot a social emotional screening tool to be used with the district's MTSS process	Staff surveys - before and after on the understanding and usage of different assessment tools Social Emotional Screening Tool Identified	Spring 2022 Fall 2022	 Assistant Superintendent for Equity and Inclusion Director of Special Projects Principals 	Not Yet Started Completed	Panorama selected	Not Completed/ Continuing Completed	We will need to collect additional feedback on Panorama before we determine if this is the most effective screening tool for student SEL. See Mid-Year Update
	Pilot Social Emotional Screening Tool			Completed	Pilot complete March 2022	Completed	See Mid-Year Update
Utilize information from the District Da	ata Dashboard to set future goals	for student growth in the a	reas of Literacy and Mathematics (a	and eventually SEL).			
Conduct District-wide and school-level analysis of student learning data in the dashboard, disaggregated by student subgroups.		Winter-Spring 2022				Not Completed/ Continuing	Now that we have one full year of data in the Panorama Dashboard, we will be able to analyze the data, disaggregate by subgroup and set benchmarks for future goals.

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Set benchmarks for intended student growth by grade level, for all subgroups, by discipline.			Not Completed/ Continuing	See comment above.

Goal #5: Equitable Opportunities (3.1): (What area of student learning do we want to improve?)

3.1: Develop and implement an aligned, districtwide PK-12 multi-tiered system of support (MTSS) for students in literacy, mathematics, social-emotional and behavioral learning.

Alignment: (We chose this goal because...; The stated goal is aligned with the District Strategic Objective/Initiative to...)

Schools across the District have historically used a variety of strategies to support students academically and emotionally. It is increasingly difficult to meet the needs of all learners, provide necessary support and resources to schools using inconsistent models, and to ensure equitable outcomes for students across schools without an aligned system of support.

Baseline: (Description of Starting Point)

The district has committed to implementing a Multi-Tiered System of Support model at all elementary schools K-6, but has not yet begun this initiative. There is inconsistent understanding of the initiative district-wide and staff need to be engaged in developing a shared understanding of the model and creating district and school plans for implementation. Schools are at different places with MTSS.

Outcomes: (What will be different when this goal is reached? What is the overarching data that will show improvement and what is the target for improvement?)

- 1. Staff across elementary schools will have a shared understanding of the MTSS model including major components and the various roles educators play in supporting students.
- 2. We will have a district-wide data dashboard to support the analysis of student assessment data at the classroom, grade-level, school and District level.
- 3. A District-wide planning team will develop and publish districtwide MTSS guidance that includes non-negotiable, consistent elements, as well as opportunities for personalization at the school level.
- 4. Schools will develop MTSS action plans for each school based on a self assessment completed by staff and a school-based leadership team. The action steps will be incorporated into future school improvement plan goals.
- 5. Schools may undertake and complete 1-2 high-yield initiatives articulated in school improvement plans.

Strategy							
Action Step(s) What will you do to improve student learning? Are the steps integrated? Complementary? High leverage?	Measurement How will you assess progress toward this goal? What qualitative and/or quantitative data will you use?	Timeline What are the dates for completion?	Ownership & Enactment Who is responsible for the ownership and enactment of the action steps?	Mid-Year Status	Mid-Year Comment	Year End Status	Year End Comments
Develop a shared understanding	of the MTSS model within th	ne district.					
Provide professional learning for school and district leaders focused on creating an effective Multi-Tiered System of Support.	PL Agenda District DESE MTSS self-assessment	August 2021	 Assistant Superintendent for Teaching and Learning Assistant Superintendent for Equity and inclusion Director of Special Education 	Completed	PL provided in August for all district leaders (elementary session and secondary session)	Completed	See Mid-Year Update
Initiate a districtwide steering committee with representative	District-wide MTSS	October	Assistant Superintendent for Teaching	In Process, On	Committee formed in	Completed/	Work of the 2021-22 committee has been completed and the MTSS Playbook has

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Voted by ABRSC 10/21/21

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staff from all K-6 schools to develop district-wide guidance for MTSS that includes non-negotiables for schools as well as opportunities for personalization.	blueprint developed and shared	2021-June 2022	and LearningDirector of Special Education	Target	December 2021 and currently active with 4 working groups; will continue to meet through Spring 2022	Ongoing	been completed in draft form. We are currently in the process of collecting feedback from district and school leaders as well as the steering committee. The target audience of the playbook is school and district leaders, and the committee will continue to work to provide information for staff and families.
All schools will complete an MTSS self-assessment to identify existing practices consistent with an MTSS model, identify gaps, and create a plan for implementation of MTSS at the school level.	Completed school MTSS self-assessments and action plans	October 2021-April 2022	SuperintendentPrincipals	In process/ Off Target	Districtwide MTSS self-assessment completed in August 2021	Ongoing	All elementary schools will set an MTSS goal for the 2022-23 school year that will be included in school improvement plans.
Begin to define and align the roles and responsibilities of general educators, coaches, specialists, counselors and psychologists to provide a clear continuum of services in K-12.	DRAFT document that details the roles and responsibilities of educators within the district in supporting an MTSS model	April 2022	 Assistant Superintendent for Teaching and Learning Director of Special Education 	In Process, On Target	Committee formed in December 2021 and currently active with 4 working groups; will continue to meet through Spring 2022	Completed	As of this update, this work is ongoing, but will be completed during the current year and included in the MTSS Playbook.
Expand the use of data to inform	instruction.						
Develop a data dashboard that provides educators and leaders timely access to a variety of student assessment information to support school data meetings and inform instructional decisions.	Data dashboard will be developed and shared with educators and schools for feedback that includes but will not be limited to: EarlyBird Data iReady student growth and stretch growth data DIBELS data Revised dashboard based on user (educator) feedback	November 2021 Spring 2022	 Director of Special Projects Assistant Superintendents for Teaching and Learning Assistant Superintendent for Equity and Inclusion 	In Process, On Target	Panorama	Completed	Initial onboarding for Panorama platform is complete, ongoing adjustment and punch-list items with Panorama support team; initial training for elementary principals; planning for Fall 2022 training for staff
Increase Family Engagement.		ı					
Expand family engagement for early literacy through the use of the Abound app in grades PK-2 to partner with families in early literacy learning.	Abound app usage Research with developer	September 2021 - May 2022	Assistant Superintendent for Teaching and Learning	In Process/ Off-Target	Information about app shared with SLT; Developer attended grade PK-2 September grade level meeting; fall educator surveys completed; PTO	Ongoing	No status change since Mid-Year Update

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					meetings with developer held		
The District's Budget will support	the implementation and ex	pansion of MTSS pr					
Develop a budget that continues funding for literacy coaches and math specialists and provides for an one additional literacy coach for Merriam and McCarthy Towne schools	1 .	January-March 2022	 Superintendent of Schools Deputy Superintendent of Schools Director of Finance Principals and District Leaders 	In Process/ On-Target	PDB Literacy Coach position posted	Completed	Funding to complete staff build-out of MTSS model included in FY23 Budget. District has hired the Literacy Coach for the Parker Damon Building.

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Goal #6: Engaged Learning (1.4): (What do we want to improve?)

1.4: Identify and utilize best practices, including digital tools, from remote learning to improve student engagement.

Alignment: (We chose this goal because...)

The pandemic will continue to impact education in the coming year(s). As educators and students have learned new technologies in the last year, it will be important to continue to increase the consistency in the use of digital tools PK-12, and focusing effort on those tools that increased student engagement and led to better outcomes. To accomplish this, we will develop expectations for the use of technology and provide a broad range of professional learning and job embedded coaching opportunities to educators. Additionally, while some students will continue to be absent from school due to COVID-19, it will be important that schools utilize best-practices from the 2020-21 school year to continue to support these students educationally while at home.

Baseline: (Description of Starting Point)

The district has committed to implementing a Multi-Tiered System of Support model at all elementary schools K-6, but has not yet begun this initiative. There is inconsistent understanding of the initiative district-wide and staff need to be engaged in developing a shared understanding of the model and creating district and school plans for implementation. Schools are at different places with MTSS.

Outcomes: (What will be different when this goal is reached? What is the overarching data that will show improvement and what is the target for improvement?)

- 1. We will collect and use feedback from students, staff and families about the best practices from pandemic-learning and use this to inform future resource allocation and professional learning.
- 2. We will provide a range of professional learning focused on increasing student engagement, including opportunities that focus on the use of digital tools.
- 3. We will expand our engagement with families by using tools and lessons learned from the pandemic.

Strategy							
Action Step(s) What will you do to improve student learning? Are the steps integrated? Complementary? High leverage?	Measurement How will you assess progress toward this goal? What qualitative and/or quantitative data will you use?	Timeline What are the dates for completion?	Ownership & Enactment Who is responsible for the ownership and enactment of the action steps?	Mid-Year Status	Mid-Year Comment	Year End Status	Year End Comments
Engage in a visioning process to ider	ntify best practices from pandemi	c learning.		'			
Survey students, staff, leaders and families to gather feedback around best practices from the pandemic that should be carried forward	Summary of survey results	Late Fall/ Winter 2021	 Superintendent Assistant Superintendent for Teaching & Learning Director of Special Projects Curriculum Coordinators 	Deferred	Insufficient Time	Deferred	See Mid-Year Update
Conduct focus groups with educators and leaders to identify best practices and lessons learned from the pandemic to increase student engagement	Summary of focus group feedback	Winter 2021-22		Deferred	Insufficient Time	Deferred	See Mid-Year Update
Compile and analyze data to identify best practices and tools to continue supporting through resource allocation, professional learning and infrastructure.	Shared conclusions and recommendations for future resource allocation and professional learning	Early Spring 2022		Deferred	Insufficient Time	Deferred	See Mid-Year Update
Provide a range of professional learn	ning opportunities for educators f	focused on increasing	g engagement, including the use of digi	tal tools.			
Increase consistency in the use of Google Classroom at the high school.	Coming Soon!	Coming Soon!	Coming Soon!				
Expand the range of digital tools focused on increasing student engagement at all grades.				Deferred	Insufficient Time	Deferred	See Mid-Year Update
Provide training in Universal Design for Learning for all educators in grades 7-12				Completed	All JH and HS educators completed 6 hours with CAST Fall 2021- Winter 2022	Completed	See Mid-Year Update
Increase Family Engagement.							
Pilot the use of the "Remind" App to improve two-way communication between educators	App usage data from pilot year	September-May	Director of Special Projects	Completed	Remind App currently in use by a variety of educators at all levels	Completed	See Mid-Year Update

District Improvement Plan for 2021-22 Page 19 of 20

Voted by ABRSC 10/21/21

and families for certain groups including English Learners. Continue to expand the use of tools to provide easier access for families through remote means including TEAM Mtgs, parent meetings, curriculum nights and school events.		September-May		In process/ On Target	Continued use of remote and in-person meetings to support family engagement.	Ongoing	Based on feedback from families, the district has continued and will continue to use hybrid forms of family engagement that include a combination of in-person and remote options for families.
Expand the usage of the Abound App to support parents as partners in our early literacy work.	App usage data from pilot year Findings from research study	October-May	 Assistant Superintendent for Teaching and Learning Curriculum Coordinators 	In Process/ Off-target	Information about app shared with SLT; Developer attended grade PK-2 September grade level meeting; fall educator surveys completed; PTO meetings with	Ongoing	No status change since Mid-Year Update.

District Improvement Plan for 2021-22 Page 20 of 20





Superintendent:	Peter Lig	ght, Superintendent	_					
Evaluator:								
		Name		Signature		Da	te	
ep 1: Assess Progress	s Toward Go	als (Reference perfo	rmance goals; che	ck one for each set of go	al[s].)			
Professional Practice	Goal(s)	☐ Did Not Meet	☐ Some Progress	☐ Significant Progress	□ Ме	et 🗆 Excee		eded
Student Learning Goa	al(s)	☐ Did Not Meet	☐ Some Progress	☐ Significant Progress	□ Me	t Exceeded		
District Improvement	Goal(s)	☐ Did Not Meet	☐ Some Progress	☐ Significant Progress	□ Me	t	☐ Exceeded	
Insatisfactory = Performance on a elow the requirements of a standard leeds Improvement/Developing = Insatisfactory at the time. Improvement proficient = Proficient practice is a exemplary = A rating of Exemplary	d or overall and is con Performance on a st ent is necessary and understood to be fu	nsidered inadequate, or both. andard or overall is below the red expected. Ily satisfactory. This is the rigo	quirements of a standard or ove	mance.	Unsa tisfa ctory	Need s Impr ove ment	Pro fici ent	Exe plar
Standard I: Instructional Leadership								
Standard II: Management and Operations								
Standard III: Family	and Community	Engagement						
Standard IV: Professional Culture								

End-of-Cycle Summative Evaluation Report: Superintendent



Step 3: Rate Overall Summative Performance (Based on Step 1 and Step 2 ratings; check one.)									
☐ Unsatisfactory	☐ Needs Improvement	□ Proficient	□ Exemplary						
Step 4: Add Evaluator Comme	nts								
Comments and analysis are recommer	nded for any rating but are required for an over	all summative rating of Exemplary, Ne	eds Improvement or Unsatisfactory.						
Comments:									





Superintendents must identify at least one student learning goal, one professional practice goal, and two to four district **Signif** Did Some improvement goals. Goals should be SMART and aligned to at least one focus Indicator from the Standards for Effective icant Exceed **Progr** Not Met Administrative Leadership. **Progr** ed Meet ess Goals Focus Indicator(s) Description ess I-B-1: I-B-3 3.1: Develop and implement an aligned, districtwide PK-12 multi-tiered system of **Student Learning Goal** I-C-1; I-C-2 support (MTSS) for students in literacy, mathematics, social-emotional and behavioral learning. (District Goal 5) II-A-3 2.2: Ensure that all staff engage in ongoing professional learning to implement **Professional Practice** III-A-1: III-C-1 culturally responsive and inclusive practices. (District Goal 2) Goal IV-A-2; IV-B-1 II-A-3; II-A-4 2.1: Strengthen school culture and climate by strengthening relationships between **District Improvement** IV-B-1 and among students and adults within the schools, with an emphasis on students Goal 1 from historically underrepresented groups. (District Goal 1) I-A-1; I-B-1; I-B-3 2.3: Ensure that educators in all schools and classrooms employ curricula, **District Improvement** instructional practices and materials that are responsive to the diversity of our Goal 2 students and families. (District Goal 3) I-C-1; I-C-2 3.2: Ensure effective evidence-based screening, instruction, and assessment in **District Improvement** literacy, mathematics, social-emotional and behavioral learning in all general Goal 3 education classrooms PK-12. (District Goal 4) I-B-1 1.4: Identify and utilize best practices, including digital tools, from remote learning **District Improvement**

Standards and Indicators for Effective Administrative Leadership Superintendents should identify 1-2 focus Indicators per Standard aligned to their goals.									
I. Instructional Leadership II. Management & Operations III. Family & Community Engagement IV. Professional Culture									
I-A. Curriculum	II-A. Environment	III-A. Engagement	IV-A. Commitment to High Standards						
I-B. Instruction	II-B. HR Management and Development	III-B. Sharing Responsibility	IV-B. Cultural Proficiency						
I-C. Assessment	II-C. Scheduling & Management Information	III-C. Communication	IV-C. Communication						
I-D. Evaluation	Systems	III-D. Family Concerns	IV-D. Continuous Learning						
I-E. Data-Informed Decisionmaking II-D. Law, Ethics and Policies IV-E. Shared Vision									
I-F. Student Learning	II-E. Fiscal Systems		IV-F. Managing Conflict						

III-A-1

Goal 3

to improve student engagement. (District Goal 6)



Superintendent's Performance Rating for Standard I: Instructional Leadership

Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)		NI	P	E
I-A. Curriculum: Ensures that all instructional staff design effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes. □ Focus Indicator (check if yes)				
I-B. Instruction: Ensures that practices in all settings reflect high expectations regarding content and quality of effort and work, engage all students, and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness. □ Focus Indicator (check if yes)				
I-C. Assessment: Ensures that all principals and administrators facilitate practices that propel personnel to use a variety of formal are informal methods and assessments to measure student learning, growth, and understanding and make necessary adjustments to their practice when students are not learning. □ Focus Indicator (check if yes)				
I-D. Evaluation: Ensures effective and timely supervision and evaluation of all staff in alignment with state regulations and contract provisions. □ Focus Indicator (check if yes)				
I-E. Data-Informed Decision Making: Uses multiple sources of evidence related to student learning—including state, district, and school assessment results and growth data—to inform school and district goals and improve organizational performance, educator effectiveness, and student learning. □ Focus Indicator (check if yes)				
I-F. Student Learning: Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement, including student progress on common assessments and statewide student growth measures where available Focus Indicator (check if yes)	description learning bas growth, and	The Student Learning Indicator does not have corresponding descriptions of practice. Evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account when determining a performance rating for this Standard.		
ERALL Rating for Standard I: Instructional Leadership e education leader promotes the learning and growth of all students and the success of all staff by cultivating a shared vision that kes powerful teaching and learning the central focus of schooling.				
Comments and analysis (recommended for any overall rating; required for overall rating of <i>Exemplary, Needs Improvement</i> or	Unsatisfact	ory):		



Superintendent's Performance Rating for Standard II: Management & Operations

Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)		NI	Р	Е
II-A. Environment: Develops and executes effective plans, procedures, routines, and operational systems to address a full range of safety, health, emotional, and social needs.Focus Indicator (check if yes)				
 II-B. Human Resources Management and Development: Implements a cohesive approach to recruiting, hiring, induction, development, and career growth that promotes high-quality and effective practice. Focus Indicator (check if yes) 				
 II-C. Scheduling and Management Information Systems: Uses systems to ensure optimal use of data and time for teaching, learning, and collaboration, minimizing disruptions and distractions for school-level staff. □ Focus Indicator (check if yes) 				
 II-D. Law, Ethics, and Policies: Understands and complies with state and federal laws and mandates, school committee policies, collective bargaining agreements, and ethical guidelines. Focus Indicator (check if yes) 				
 II-E. Fiscal Systems: Develops a budget that supports the district's vision, mission, and goals; allocates and manages expenditures consistent with district- and school-level goals and available resources. Focus Indicator (check if yes) 				
OVERALL Rating for Standard II: Management & Operations The education leader promotes the learning and growth of all students and the success of all staff by ensuring a safe, efficient, and effective learning environment, using resources to implement appropriate curriculum, staffing, and scheduling.				
Comments and analysis (recommended for any overall rating; required for overall rating of <i>Exemplary, Needs Improvement</i> or <i>Un</i>	satisfacto	ry):		

Superintendent's Performance Rating for Standard III: Family and Community Engagement



Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)		NI	Р	E
 III-A. Engagement: Actively ensures that all families are welcome members of the classroom and school community and can contribute to the effectiveness of the classroom, school, district, and community. Focus Indicator (check if yes) 				
 III-B. Sharing Responsibility: Continuously collaborates with families and community stakeholders to support student learning and development at home, school, and in the community. Focus Indicator (check if yes) 				
III-C. Communication: Engages in regular, two-way, culturally proficient communication with families and community stakeholders about student learning and performance.Focus Indicator (check if yes)				
III-D. Family Concerns: Addresses family and community concerns in an equitable, effective, and efficient manner. □ Focus Indicator (check if yes)				
OVERALL Rating for Standard III: Family & Community Engagement The education leader promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the mission of the district and its schools.				
Comments and analysis (recommended for any overall rating; required for overall rating of <i>Exemplary, Needs Improvement</i> or <i>Un</i>	satisfacto	ory):		



Superintendent's Performance Rating for Standard IV: Professional Culture

Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)	U	NI	Р	E
 IV-A. Commitment to High Standards: Fosters a shared commitment to high standards of service, teaching, and learning with high expectations for achievement for all. Focus Indicator (check if yes) 				
 IV-B. Cultural Proficiency: Ensures that policies and practices enable staff members and students to interact effectively in a culturally diverse environment in which students' backgrounds, identities, strengths, and challenges are respected. Focus Indicator (check if yes) 				
IV-C. Communication: Demonstrates strong interpersonal, written, and verbal communication skills. □ Focus Indicator (check if yes)				
 IV-D. Continuous Learning: Develops and nurtures a culture in which staff members are reflective about their practice and use student data, current research, best practices, and theory to continuously adapt practice and achieve improved results. Models these behaviors in his or her own practice. Focus Indicator (check if yes) 				
IV-E. Shared Vision: Successfully and continuously engages all stakeholders in the creation of a shared educational vision in which every student is prepared to succeed in postsecondary education and become a responsible citizen and global contributor. □ Focus Indicator (check if yes)				
IV-F. Managing Conflict: Employs strategies for responding to disagreement and dissent, constructively resolving conflict and building consensus throughout a district or school community. □ Focus Indicator (check if yes)				
OVERALL Rating for Standard IV: Professional Culture The education leader promotes the learning and growth of all students and the success of all staff by nurturing and sustaining a districtwide culture of reflective practice, high expectations, and continuous learning for staff.				
Comments and analysis (recommended for any overall rating; required for overall rating of <i>Exemplary, Needs Improvement</i> or <i>Un</i>	satisfacto	ry):		

Acton-Boxborough Regional School District

SUPERINTENDENT EVALUATION PROCESS OVERVIEW 2022

As agreed earlier this year, we will use a two-year evaluation cycle for the superintendent. In year one of the cycle, this year, Peter will be presented with a formative evaluation. As this is a new process for the committee, I propose that the formative evaluation look very much like the summative evaluation that was used in the past and will be used next year.

A timetable for the evaluation can be found in **Attachment 1**. The evaluators are Committee members as of the March meeting prior to town elections. The Chair of the Committee, as of the February before the evaluation occurs, manages the evaluation process.

The purpose of the evaluation is to promote excellence in leadership through feedback by rating the Superintendent's performance on specific standards and indicators identified and defined in CMR 603 35.00. The four (required) standards are described in a rubric in **Attachment 2**. School Committee members are encouraged to familiarize themselves with the content of this rubric since it forms the basis for the evaluation.

High quality performance evaluations are those in which evaluative statements are based on a range of clearly defined data sources that represent the superintendent's performance related to organizational goals during the period covered by the evaluation. School Committee members will gather information based on their observations, feedback and other appropriate sources. Examples of evidence are included in **Attachment 3**.

Final deliberation on the evaluation will take place at our June 16th business meeting. At that time, the Committee and the Superintendent will meet in open session for the purpose of evaluating the Superintendent in the performance of his duties and responsibilities on behalf of the Acton-Boxborough Regional School District. This evaluation will be based upon the Superintendent's job description, the goals and objectives set for the year in which the evaluation occurs, and in accordance with the procedures established by the Committee for this purpose. The deliberation is conducted with due regard for the value of praise and constructive criticism as tools for professional growth and improvement. All parties recognize the continuing need for the mutual trust and understanding that underlies respectful deliberation.

Please contact the Chair with any questions or concerns as you prepare for the annual evaluation.

Attachment 1 - Timeline

May 5 SC Meeting	Review the evaluation process with the School Committee
May 19 SC Meeting	The Superintendent gives the report on the status of the current year's goals, and the Chair issues a general public request for input.
June 2	This is the due date for members to submit their completed written evaluations to the Chair and School Committee Secretary. The Chair then drafts a composite summary report. Public input is received.
June 9 SC Meeting	The School Committee provides input on goals for next year
June 16 SC Meeting	The composite evaluation is included in an addendum which is presented at the meeting, discussed, and voted.

Attachment 2- Rubric

STANDARD I: INSTRUCTIONAL LEADERSHIP

Promotes learning and growth of all students and success of all staff by cultivating a shared vision that makes effective teaching and learning the central focus of schooling.

STANDARD II: MANAGEMENT & OPERATIONS

Promotes learning and growth of all students and success of all staff by ensuring a safe, efficient learning environment using resources to implement appropriate curriculum, staffing and scheduling.

STANDARD III: FAMILY & COMMUNITY ENGAGEMENT

Promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations and other stakeholders that support the mission of the school and district.

STANDARD IV: PROFESSIONAL CULTURE

Promotes success for all students by nurturing and sustaining a school culture of reflective practice, high expectations & continuous learning for staff.

Attachment 3- Examples of Evidence & Observations

School Committee members are responsible for gathering the data which support evaluative feedback. The following is a list of resources to peruse to gather data. This list is <u>not</u> meant to be comprehensive:

- Meeting agendas
- Meeting minutes
- o Entry Plan
- o Mid-Cycle Update
- o End-of-Cycle Update
- o Other Reports prepared by the Superintendent
- PowerPoint notes from presentations
- o Articles written for publication
- o Community lectures and presentations
- o Community forums and meetings
- o Evidence of involvement in working committees
- Quality of the budget proposed and linkage to goals
- Performance at meetings
- o Conferences attended
- School visits
- o Relationship with municipal officials
- o Other evidence regarding fulfillment of professional duties
- o Other evidence regarding the consistency with which Superintendent's practices reflect district goals and values
- o Your reflection on any personal advice and guidance received
- o Recommendations

Links and Related Documents

- MA Model System for Educator Evaluation Part VI: Implementation Guide for Superintendent Evaluation: http://www.doe.mass.edu/edeval/model/PartVI.pdf
- Appendix A: Superintendent Rubric (this is posted online separately from the above document) http://www.doe.mass.edu/edeval/model/PartIII_AppxA.pdf
- Appendix B: End-of-Cycle Summative Evaluation Report: Superintendent
- Slides from our 2/13/19 SC meeting providing a brief overview of the process
- Evaluation Timetable (this document)
- Mid-year Update (dated 2/11/19) from Superintendent's Performance Goal Mid-Cycle Review
- Copy of previous year's evaluation (if applicable)



Acton-Boxborough Regional School District

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

TO: Acton-Boxborough Regional School Committee Members

FROM: Adam Klein - Chair

DATE: 5/11/2022

RE: Request to Postpone School Committee Reorganization

In accordance with <u>Policy BDA</u> and <u>Procedure BDA-R</u>, the School Committee shall organize by nominating and voting for officers at the first regularly scheduled School Committee meeting after all new members have been sworn in. That would have taken place at our May 19th meeting. However, one of our new members will not be sworn in until after that date. This means that our reorganization should occur at the following meeting, June 9th.

It so happens that I will not be able to attend the meeting on the 9th and Vice-Chair Kyra Wilson-Cook will be presiding over that meeting. I am respectfully requesting that the committee consider postponing the reorganization meeting once more to our final, regularly scheduled meeting on June 16th. Because the reorganization of our committee is codified in policy, we will need to abide by policy BGF-Suspension of Policies to postpone this action.

If the committee is willing a recommended motion is below.

Recommended motion: I move to suspend Policy <u>BDA</u> and Procedure <u>BDA-R</u>s' requirement that the ABRSC reorganization occur at the first regularly scheduled committee meeting after all new members have been sworn in and to postpone the reorganization until June 16, 2022.

(weighted vote of \(\frac{7}{3} \) of members in attendance is required to pass)

To develop engaged, well-balanced learners through collaborative, caring relationships.

File: BDA - SCHOOL COMMITTEE ANNUAL ORGANIZATIONAL MEETING

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, 6/4/2020

Acton-Boxborough Regional School District

File: BDA-R - SCHOOL COMMITTEE ANNUAL ORGANIZATIONAL MEETING

1. Nominations

At the first meeting after new members have been sworn in, the Superintendent 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 Superintendent will ask for a motion to declare that nominations are closed.

2. Discussion

At the Superintendent's discretion, each nominee will be given an opportunity to speak to (or decline) their nomination. Members may speak in support of a candidate.

3. Voting

When discussion is complete, the Superintendent will call for a roll call vote. Each member will be polled, and they will vote for one candidate. A candidate must have a majority of weighted votes to be elected. 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, additional roll call votes will be taken until someone is elected. Discussion is allowed between each vote.

- 4. The new Chairperson will follow the same process to elect a Vice-Chairperson from Acton and a Vice-Chairperson from Boxborough.
- 5. The new Chairperson and Vice-Chairpersons will take office on August 1 per the policy.
- 6. 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 the weighted votes 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, the weighted votes of 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

7/1/2020

Acton-Boxborough Regional School District

File: BGF - SUSPENSION OF POLICIES

The operation of any section or sections of the School Committee's poli-cies not established by law or contract may be temporarily suspend-ed by a two-thirds vote of Committee members present at any regular or special meeting. Any action to suspend policy must be reviewed at the next scheduled meeting and will be so noted on the agenda for that meeting.

CROSS REF.: BG, School Committee Policy Development

CH, Policy Implementation

Approved on: 12/12/13

Acton-Boxborough Regional School District

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

Administration Building Auditorium 15 Charter Road, Acton

May 5, 2022 7:00 p.m.

To view only: https://www.youtube.com/actontv1

Members Present: Evelyn Abayaah-Issah, Ben Bloomenthal, Kyra Cook, Adam Klein, Ginny

Kremer, Tessa McKinley, John Petersen, Nora Shine, Andrew Schwartz

Members Absent: Amy Krishnamurthy, Yebin Wang

Others: Marie Altieri, Peter Light, Beth Petr, Dave Verdolino

Call to Order

The ABRSC was called to order at 7:03 p.m. by Chairperson Adam Klein. He stated that the meeting was being recorded and would be posted on Acton TV's website at actontv.org.

1. Chairperson's Welcome - Adam Klein

John Petersen and Nora Shine were thanked for their service on the School Committee. Adam Klein, Kyra Cook, Peter Light and members of the Committee highlighted their dedication to the community and congratulated them on their retirement.

a. Student Representatives Update – next meeting

b. Public Participation

Members of the public were invited to speak for up to **3** minutes each, per Public Participation policy BEDH. It was noted that the committee does not answer questions during this time. Questions may be emailed to the superintendent and the school committee for a response. The Chair asked that speakers be respectful and civil, and listen to others' concerns.

Scott Smyers followed up on his previous public comment regarding emails he has exchanged with Mr. Light concerning the anti-bias training that the District uses when hiring. He feels it creates a new kind of bias and wants to be sure it does not violate the Civil Rights Act of 1964.

Martin Benson repeated his previous public comments regarding text messages alleged to have been sent during School Committee meetings that are involved in his Open Meeting Law complaint.

c. Superintendent's Update

Mr. Light extended his sincere gratitude to all staff members for their continued efforts on behalf of our students. Ms. Jennifer Faber has been appointed as the new DEI Director. Mr. Light looks forward to welcoming Jennifer to the District.

The Merriam Principal Search is underway. There have been quite a few cases of covid over the past two weeks in our schools, consistent with the state. Epidemiologists are hopeful the numbers will decline in the next week or two. There are no plans to modify our existing protocols at this time.

Regarding the new Early College Partnership, discussions with Middlesex Community College are proceeding. The hope is to pilot one course in the fall and expand the program over the next several years. This is an expansion of the Dual Enrollment opportunities that we have offered our High School students in the past. We are also speaking with several private schools. The goal is to allow students to satisfy some General Education requirements during their High School time so they can have richer college experiences. Committee members are excited about this opportunity to provide more challenges for our students. A question was brought up about equity regarding who will have access to this opportunity. A scholarship fund is being considered. One member noted that with so many students choosing tech schools (like Minuteman Tech) and AB being such a college-directed High School, she wished more opportunities could be provided to kids interested in technical school, especially given the increased social-emotional challenges we are seeing.

In planning for FY23 a consistent theme across all of our stakeholders is that many of our students are struggling with under-developed social emotional skills and behavioral and mental health issues. This will be a primary area of focus for planning. When students experience trauma they cannot learn effectively.

2. Guests and Presentations

- a. **R.J. Grey Junior High School Update** *Principal Jim Marcotte*Jim Marcotte described how RJG is "building a joyful, inclusive community of engaged learners". When he was complimented on doing a great job, Jim gave credit to his predecessor, Andrew Shen. The team model is very important to RJG's success, for students and staff. Jim said that they "balance a lot on the backs of the teachers". The teaming focus allows teachers to support each other, and the students. The advisory group is another great focus for next year.
- b. ABR High School Update Principal Joanie Dean Joanie Dean spoke about the Year in Review and 2021-2022 Goals and Entry Findings. She described a welcoming, supportive community, working toward excellence in academics and activities, and focused on SEL and DEI. When asked about the School Improvement Plan process, Joanie replied that it was different than in her previous district. How staff worked together over the summer and the work of everyone on that committee was very useful to her because it was meaningful.

Mr. Light thanked both principals for the great job they have done in their first year, Jim as an interim and Joanie as a new person. She is known as a listerner and can bring people to consensus.

3. ONGOING BUSINESS

- a. Announcement of Mascot Finalist Peter Light
 - i. Subcommittee Update

proud "Colonials" forever.

- ii. Mascot Recommendation (First Read)
- 1. Vote on Acceptance will be at the ABRSC meeting on May 19th. Mr. Light reviewed the process that was used. This request started with our students. This is not about changing what happened during the time that the Colonial was the mascot. He suggested that we need to do some reconciliation with the people that did not want it changed, acknowledging that they will be

The students involved were thanked for their impressive work and their ability to synthesize the significant amount of community input that was received. They compiled information, listened to others, brought the ideas back to the student group and helped to bring the thinking forward to the Subcommittee.

It was the unanimous consensus of the Student Group and the Screening Subcommittee to recommend "The Acton-Boxborough (AB) Revolution" as the new mascot of the ABRSD, as defined by the students. In response to why there was no proposed image of the "Revolution", Mr. Light explained that members with professional experience stressed that the visual mascot should come after there has been time to talk about what people want the "Revolution" to represent.

The community was invited to comment again leading up to the Second Read and vote scheduled for the next meeting on May 19.

Public Comment:

Approximately 20 members of the public spoke. Many of them had spoken about the mascot in previous School Committee meetings. Many of the points made, both in support and not in support of the change, were the same ones made at previous meetings. A speaker felt questions from the public should be answered as this was an agenda item, not public participation. The Chair disagreed.

Comments in Support of "Revolution" included:

- Change is hard. AB is one of four schools that challenged their mascot recently. Thank you for centering on equity for all.
- Requiring that the majority of a town must be in agreement to change a
 mascot is ridiculous. It should matter if a group of children are uncomfortable.
- I was not in strong support of the proposed new mascot, until I read the statement of definition and thought behind it. I am thrilled now because "Revolution" has potential to really capture the spirit of the school. People who say they are the Colonials, they won't lose it.
- Thank you for responding to the students' wishes. This was a well-run process with appropriate input. Motivation for the new name is well done.

- Regarding the cost of changing the mascot, there are many things in our schools that not all community members benefit from. There are many students that will have a sense of pride with this new logo.
- I appreciate the diversity of families that live here that are different from my family. If AB aspires to be welcoming we need to focus on this diversity.
- We should look at this choice of "Revolution" not just as a change of mascot due to legitimate concerns, but also as an innovative improvement and refinement.
- I live in reality, not a bubble. The past mascot does not represent all of us in town. Let's find solutions to some of the real issues in towns – bullying, offensive graffiti, drugs, and alcohol.
- The Acton Minutemen marched past my house. I'm proud of living in Acton and that the Committee had the courage to change this. "Revolution" is a great name and well supported.
- I am pleased that the students started the process. There was some back and forth, which is good.
- I learned a lot by listening to everyone's comments and appreciate that part of the process. There is a lot of hope for our community. "Revolution" is an amazing choice. We are doing very important modeling for our kids for how to go through this process.
- We need to listen to each other. It is time for a mascot change. Whether you
 want it or not, it's coming. Let's do it together. It can be difficult to listen but
 the Committee did that. Many people are loud and will be heard. I appreciate
 that they listened to the quite people as well.

Comments not in Support of Changing the Mascot included:

- Survey votes to keep the Colonial were not counted.
- Costs to change the logo on signs and uniforms will cost a lot. We don't want to pay taxes for this, or spend school budget funds on it. Legal fees were also spent. How much will this all cost?
- You recently stated that the District was over budget for next year by \$2M.Why are you spending money on this change? The process was flawed and probably illegal. You have a fiduciary responsibility to taxpayers.
- Freshman Soccer Coach Ammendolia always talked about Isaac Davis and standing up against people trying to take away your spirit and liberties. Now people and students who have built that "Colonial" pride are being called racist or bigots by others who don't even know them. They don't understand the actual damage they are doing to the community and the students.
- I have never felt everyone so against each other in this town. How many kids wanted to change the name? Was everyone asked about it? This is all causing division.

More input will be requested from the public before the vote at the meeting on May 19. Questions may also be sent to the School Committee for answers. Regarding

concern for the budget, Mr. Light stated that funds are not being carried forward for this change beyond what was normally planned for uniforms to be replaced.

b. Superintendent Evaluation Process Reminder - Adam Klein

The timeline was reviewed with an emphasis on June 2nd as the deadline for members to submit their evaluations to Adam and the Committee Secretary. Even though the Committee is doing a 2 year cycle now, Adam thought it best to continue with the usual evaluation process timeline. Members will vote the composite review at their meeting on June 16.

c. **EDCO Update** - Peter Light

EDCO is on track to close their liabilities on schedule for this year. Lexington agreed to pay all of their costs. Lincoln Sudbury has agreed to take on health care management for EDCO, and our IT (?) department to maintain the website for EDCO. Mr. Light estimates that AB will end up with an approximate \$100,000 cost, a much lower figure than originally estimated.

d. Fair Share Amendment Resolution - VOTE - Adam Klein

Mike Balulescu spoke in favor of this amendment as a Merriam parent, Acton resident and President of the ABEA. This would be on the ballot in November. Mike was thanked by Adam and Ginny for his advocacy on this issue. Dave Verdolino said that the Commonwealth started to address this funding 2 years ago with the Student Opportunities Acton. This amendment would allow a 4% surtax on income above \$1M, would generate approximately \$2B annually for public education and transportation in Massachusetts. It was noted that this is not just about education, but also transportation.

Ginny Kremer moved, Ben Bloomenthal seconded and it was unanimously, VOTED: that the ABRSC, in partnership with the ABEA, supports the Fair Share Amendment and endorses its passage.

e. Subcommittee and Members' Reports

- i. Health Insurance Trust (HIT) John Petersen (4/28/22)
 - 1. Appointment of New Representative (next meeting is June 16)
 Cook & Co. presented the cash flow showing a YTD loss of \$0.96 M with three months remaining in the FY. The project loss for FY22 is about \$1.3 M, \$0.3 M higher than the projected \$1 M loss which was used as the basis of the rate setting process. The Treasurer's report through nine months was consistent with the reported cash flow. Tim Harrison reviewed his proposed contract for the next three years. The Trust agreed to sign the contract which allows the Trust to opt out after the first year. The Trustees approved the RFP for stop-loss insurance at levels of \$150, \$175 and \$200K.
 Adam appointed Andrew Schwartz as the new HIT representative.

ii. Budget - Kyra Cook 4/25/22

Town Meeting slides were reviewed and edited. Kyra thanked members of the subcommittee, as well as Peter, Marie, Dave, Andrew Shen, Dawn Bentley, and JD Head for provided supplemental information with quick turnarounds so that the slides could be accurate and delivered on time. Budget Sub will likely meet one more time before the end of the year.

ALG Report – Kyra Cook (4/28/22)

Budget projections for the Town Meeting Warrant and to lay the groundwork for the FY24 budget process were discussed. The spreadsheet now shows more "realistic" projections for the upcoming fiscal year, though much is still unsettled and likely will change. Two items of particular note: 1. The spreadsheet at least reflects the carryover of budget stressors that drove our process for FY23. Other factors will likely be determined by the outcome of our upcoming contract negotiations. These must and will be addressed during Budget Sub's meetings next year. 2. The impact of MinuteMan Tech's assessment on the Town's budget is more evident in this spreadsheet. See this year's number for FY23 and the projected assessments for FY24 and FY25. We might want to take a look at this in the Subcommittee and as a full Committee in the next school year. ALG will reconvene sometime this summer or early fall.

- iii. Capital Improvements *John Petersen* (4/26/22)
 The Capital Improvement website was reviewed. Next year they will refresh the Dore and Whittier Plan from a few years ago. The subcommittee will spend significant effort reviewing Conant next year. A way to upgrade the phone system is still needed. The District received a concern from the E911 state commissioner that Blanchard is out of compliance. We responded that we have a plan for this summer. We really need to replace our system so it is compliant in the next 2 -3 years. The new school coming on line allows us to build it in at the same time.
- iv. Facilities Renaming Assignments (Pool) Update Adam Klein Amy Krishnamurthy and Ben Bloomenthal will serve on this subcommittee. JD Head and Steve Martin have also been appointed by Mr. Light. A first meeting will be scheduled. Ben has been a competitive swimmer and is happy to bring his qualifications to this group.

f. Consent Agenda - VOTE - Adam Klein

- i. Approval of ABRSC Meeting Minutes of 4/7/22
- ii. Recommendation to Approve Donation from Conant PTO of \$2,400
- iii. Recommendation to Approve \$1,800 Anonymous Donation for All Day Kindergarten Tuition Assistance

Tessa McKinley moved, Ben Bloomenthal seconded and it was unanimously, **VOTED**: to approve the Consent Agenda with gratitude.

g. Statement of Warrants and Recommendation to Approve - <u>VOTE</u> - Adam Klein

John Petersen moved, Kyra Cook seconded and it was unanimously, <u>VOTED</u>: to approve the warrants (see memo for language)

h. **FYI**

All members were strongly encouraged to attend both Town Meetings. Mr. Light highlighted the Gun Buyback event to be held on May 21st and the Out of the Darkness Suicide Prevention Walk on May 14th.

4. Adjourn

Kyra Cook moved, Ben Bloomenthal seconded and it was unanimously, **VOTED**: to adjourn the ABRSC at 9:32 p.m.

FOR YOUR INFORMATION (FYI)

- 1. This Month in the Division of Open Government, April 2022
- 2. Presentation for the Annual Town Meetings
- 3. Proposed ABRSC Meetings for 2022-2023
- 4. Acton Town Meeting begins May 16
- 5. Boxborough Town Meeting begins May 9, Annual Election is May 17
- 6. Safer Homes, Safer Communities Community Gun Buyback, May 21
- 7. Student Enrollment, May 1, 2022

Respectfully submitted, Beth Petr

List of Documents Used:

- Agenda
- R.J. Grey Junior High School Update Slides Principal Jim Marcotte
- ABR High School Update Slides Principal Joanie Dean
- Final Mascot Memo from P. Light 4/29/22, Mascot Recommendation Memo from S.
 Martin/J Marcotte/J Dean 4/29/22, AB Mascot Finalist Voting and Feedback Survey from A Shen 4/25/22
- Superintendent Evaluation Process Overview Adam Klein
- Fair Share Amendment Resolution
- ABRSC Meeting Draft Minutes of 4/7/22
- Donation from Conant PTO Memo
- Anonymous Donation for All Day Kindergarten Tuition Assistance Memo
- Statement of Warrants Memo from D Verdolino 5/5/22
- Presentation for the Annual 2022 Town Meetings and FY23 Budget
- Proposed ABRSC Meetings for 2022-2023
- Safer Homes, Safer Communities Community Gun Buyback, May 21 memo
- Student Enrollment, May 1, 2022

Master Equipment Lease Agreement

BETWEEN:	N.E.T. Leasing Corp. (the "Lessor")
	30 Progress Ave
	Tyngsboro, MA 01879
AND:	Acton-Boxborough Regional School District (the "Lessee")
	16 Charter Rd
	Acton, MA 01720
	Attention:
	Telephone: (978) 264-3327
DATED:	July 1, 2022

ARTICLE I

- 1.01 <u>Definitions</u>. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
- "Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.
- "Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.
- "Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Sales Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) business days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Sales Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser.
- "Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.
- "Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.
- "Event of Non-appropriation" is defined in Section 6.05.
- "Event of Default" is defined in Section 13.01.
- "Fair Market Sale Value" or "FMSV" shall mean the value of each Item of Property for sale, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Sale Value of the Property, such Fair Market Sale Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.
- "Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.
- "Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.
- "Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.
- "Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.
- "Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.
- "Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.
- "Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.
- "Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.
- "Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder.
- "Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.
- "Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder.

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules. EACH PROPERTY SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT between Lessor and Lessee for the property. Documentation (e.g., orders and invoices) between or among Lessee and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Property Schedule or to Lessor.

ARTICLE III

- **3.01** Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:
 - (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
 - (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
 - (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
 - (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
 - (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
 - (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

- 4.01 <u>Lease of Property</u>. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.
- **Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.
- 4.03 <u>Delivery, Installation and Acceptance of Property.</u> Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

Location: Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

- Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.
- **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments.
- Rental Payments to be Unconditional. Subject to Section 6.05, the obligations of lessee to pay the rental payments due under the property schedules and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation, any defects, malfunctions, breakdowns or infirmities in the property or any accident, condemnation or unforeseen circumstances. This provision shall not limit lessee's rights or actions against any vendor as provided in section 10.02.
- 6.04 <u>Continuation of Lease by Lessee</u>. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Rental Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate
- Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to the Agent or to any other escrow agent tho release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 <u>Title to and Location of Property</u>: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

- 7.02. <u>Tax Benefits</u>: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless.
- **7.03** Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

(a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions, attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.

- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.
- 7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE (A) WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE AND (B) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

- 8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.
- 8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. Lessee shall pay when due and shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement (together with interest and penalties thereon and including, without limitation, sales, use, gross receipts, personal property, real property, real estate excise, ad valorem, business and occupational, franchise, value added, leasing, leasing use, documentary, stamp or other taxes) imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee). Whenever this Lease terminates as to any Property, Lessee shall, upon written request by Lessor, advance to Lessor the amount estimated by Lessor to be the personal property or other taxes on said item which are not yet payable, but for which Lessee is responsible. Lessor shall, at Lessee's request, provide Lessee with Lessor's method of computation of any estimated taxes. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.
- 8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall name Lessor as sole loss payee. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.
- **Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

- 9.01 <u>Damage or Destruction</u>. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.
- 9.02 <u>Insufficiency of Net Proceeds</u>. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net

Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or purchase may be retained by Lessee. In the event Lessee elects to replace the Property, Lessor's interest in such replacement property shall be free and clear of all liens and encumbrances of every kind or nature whatsoever, and the Property Schedule shall continue in full force and effect as though such Loss had not occurred, except that the replacement property shall become Property for all purposes of the Property Schedule in lieu of the replaced Property.

- ARTICLE X
 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.
- 10.02 Supplier's Warranties. During the Lease Term, Lessor hereby assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.
- 10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.
- 10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law, and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

<u>ARTICLE XI</u>
<u>Purchase, Extension And Option Terms.</u> So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall 11.01 have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following purchase and extension options at the expiration of the Lease Term, or any Extension Term, to: (i) purchase all, but not less than all, Property for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof; (ii) renew this Lease on an annual basis at the same Rental Payments payable at the expiration of the Lease Term; or (iii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (ii) above.

Payment of the Purchase Option Price, applicable sales taxes, together with all other amounts due and owing by Lessee under the Lease (including, without limitation, Rental Payments) during such Lease Term shall be made on the last day of the Lease Term in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Property ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR MAY SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS AND WARRANTIES.

- Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSÓR HAS NOT MADE, AND HEREBY DÍSCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.
- (b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all

accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

- (c) In the event that the Supplier erroneously invoices Lessee for the Property, Lessee agrees to forward said invoice to Lessor immediately. Lessee acknowledges that the Property is, and shall at all times remain, the property of Lessor, and that Lessee has no right, title or interest therein or thereto except as expressly set forth in this Lease.
- (d) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.
- 11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall assemble and return the Property to Lessor by delivering such Property F.A.S. or F.O.B. to such location or such carrier (packed for shipping) as Lessor shall specify. Lessee agrees that the Property, when returned, shall be in the condition required by Section 8.01 hereof. All components of the Property shall have been properly serviced, following the manufacturer's written operating and servicing procedures, such that the Property is eligible for a manufacturer's standard, full service maintenance contract without Lessor's incurring any expense to repair or rehabilitate the Property. If, in the opinion of Lessor, any Property fails to meet the standards set forth above, Lessee agrees to pay on demand all costs and expenses incurred in connection with repairing such Property and restoring it so as to meet such standards. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

- Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.
- **12.02** Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.
- 12.03 <u>Assignment and Subleasing by Lessee.</u> NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.
- Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor' preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

- 13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:
 - (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
 - (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
 - (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
 - (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy,

reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of <u>force majeure</u> Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "<u>force majeure</u>" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

- **13.02** Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:
 - (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Rental Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less:
 - (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property as Lessor in its sole discretion may determine; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith return all Property to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, without notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;
 - (c) By written notice to the Agent, if any, Lessor may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.
 - (d) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
 - (e) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.
- 13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.
- 13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

- 14.01 <u>Notices</u>. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.
- **14.02 Further Assurances**. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.
- 14.03 <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
- **14.04** Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 14.05 <u>Waiver of Jury Trials.</u> UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF LESSOR OR LESSEE IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE

OR ENFORCEMENT HEREOF.

- 14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.
- **14.07** Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.
- 14.09 <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: N.E.T. Leasing Corp.	Lessee: Acton-Boxborough Regional School District
Ву:	Ву:
Name: George C. Logan	Name:
Title: President	Title:
	Attest:
	Ву:
	Name:
	Title:

This **Property Schedule No. 01** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of July 1, 2022, between N.E.T. Leasing Corp. and Acton-Boxborough Regional School District.

- Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- 2. <u>Commencement Date</u>. The Commencement Date for this Property Schedule is July 01, 2022.
- 3. <u>Property Description and Payment Schedule.</u> The Property subject to this Property Schedule is described in Exhibit A hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- 4. <u>Proceeds</u>. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions to be provided at a later date.
- 5. <u>Expiration.</u> Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by July 31, 2022.
- 6. Notice. Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

7. Purchase, Renewal and Option Terms:

- (a) At the expiration of the Initial Term, or any Renewal Term, and so long as no Default or Event of Default shall have occurred and be continuing Lessee may, as to all, but not less than all, Equipment:
- (i) purchase the Equipment for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof;
- (ii) renew this Lease on a month to month basis at the same Rent payable at the expiration of such Initial Term or Renewal Term, as the case may be, with renewals continuing from month to month at the same Rent set forth above, subject to the right of either party to terminate this Lease upon ninety (90) days prior written notice (any such termination taking effect only upon Lessee's satisfaction of all of Lessee's obligations under this Lease); or
- (iii) return all, but not less than all of, the Equipment to Lessor pursuant to, and in the condition required by, the Lease.

To exercise an option, Lessee must give Lessor at least ninety days but not more than one hundred eighty days prior written notice. If Lessee fails to give Lessor the required notice, Lessee shall be deemed to have chosen option (ii) above.

(b) Payment of the Purchase Option Price and all other amounts due and owing by Lessee under the Lease (including, without limitation, Rent) shall be made on the last day of the Initial Term or Renewal Term, as the case may be, in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Equipment ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: N.E.T. Leasing Corp.	Lessee: Acton-Boxborough Regional School District
Ву:	Ву:
Name: George C. Logan	Name:
Title: President	Title:
	Attest By:
	Name:
	Title

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 01** to Master Equipment Lease Agreement between N.E.T. Leasing Corp. and Acton-Boxborough Regional School District.

The Property is as follows: (see Exhibit A)

PROPERTY LOCATION: 16 Charter Rd., Acton, MA

USE: School Buses - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Lease Payment No.	Lease Payment Dates	Lease Payments
1	08/15/2022	\$441,000.00
2	08/15/2023	\$441,000.00
3	08/15/2024	\$441,000.00
4	08/15/2025	\$441,000.00
5	08/15/2026	\$441,000.00
	08/15/2027- Residual	\$1,200,000.00
	Payment	

Lessee: Acton-Boxborough Regional School District
Ву:
Name:
Title:

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29 - 2023 Thomas EFX 83 Passenger Buses
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VIN# 1T88Y9D26P1194922 1T88Y9D28P1194923 1T88Y9D2XP1194924 1T88Y9D21P1194925 1T88Y9D23P1194926 1T88Y9D25P1194927 1T88Y9D27P1194928 1T88Y9D29P1194929 1T88Y9D25P1194930 1T88Y9D27P1194931 1T88Y9D29P1194932 1T88Y9D20P1194933 1T88Y9D22P1194934 1T88Y9D24P1194935 1T88Y9D26P1194936 1T88Y9D28P1194937 1T88Y9D2XP1194938 1T88Y9D21P1194939 1T88Y9D28P1194940 1T88Y9D2XP1194941

1T88Y9D27P1198526 1T88Y9D29P1198527

1T88Y9D20P1198528 1T88Y9D22P1198529

1T88Y9D29P1198530 1T88Y9D20P1198531

1T88Y9D22P1198532

1T88Y9D24P1198533

1T88Y9D26P1198534

1 - 2023 Thomas EFX 69/1 Wheel Chair VIN# 1T88Y9D27P1199191

N E T LEASING CORP.

Addendum # 1 to Lease Agreement

Acton-Boxborough Regional School District reserves the right to return buses back to the Lessor prior to the end of the contract or lease term if the opportunity to purchase EV school buses becomes a possibility.

Lessor: N.E.T. Leasing Corp.	Lessee: Acton-Boxborough Regional School District
Ву:	Ву:
Name:	Name:
Title:	Title:

TO:

Superintendent Peter Light

FROM:

Juliana Schneider, Merriam School Principal

DATE:

May 11, 2022

RE:

Request for Approval of Donations Valued over \$1,000

Per ABRSC policy KCD, "<u>Public Gifts to the Schools</u>", I would like to request approval from the Acton-Boxborough Regional School Committee for the following anticipated FY22 donations from the Merriam PTO for our upcoming 6th Grade Graduation:

\$500- yearbooks \$500- ice cream truck \$800- tee shirts

Thank you for your consideration.



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

May 19, 2022

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.



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

<u>Warrant Type</u> PAYROLL	<u>Date</u> 05/05/22	Warrant # P2223	<u>Amount</u> \$2,724,388.57
VENDOR	05/05/22	22-023A (AP Vendor)	\$ 407.16
	05/05/22	22-023PR (Payroll Vendor)	\$ 548,855.52
	05/12/22	22-023 (AP Vendor)	\$1,898,196.36

Recommended Motion Wording

I move that the School Committee vote to approve:

Payroll warrant(s) as follows -

Number P2223 dated 5/5/2022 in the amount of \$2,724,388.57;

Payroll deduction warrant(s) as follows –

Number 22-023PR dated 5/5/2022 in the amount of \$ 548,855.52;

Vendor warrant(s) as follows –

Number 22-023A dated 5/5/2022 in the amount of \$ 407.16; Number 22-023 dated 5/12/2022 in the amount of \$1,898,196.36.

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE MEETINGS 2022-2023

Acton-Boxborough Regional School Committee meetings are usually held on the first and third Thursdays of the month, at 7:00 p.m. in the Administration Building Auditorium. Materials are posted at https://www.abschools.org/school_committee/meetings_agendas_packets_minutes usually on the Friday night prior to each meeting. Meeting agendas are posted at least 48 hours prior on the calendar at www.abschools.org per the Open Meeting Law.

Summer Workshop: Thursday, July 21 (Dinner @ 5, Meeting @ 6-9)	
Summer Business Meeting: Thursday, August 25 at 7:00	

September 8 September 22 October 6 October 20 November 1 (Tuesday due to MASC conference) November 17 December 1 December 15 January 12 January 26 February 2 February 16 FY24 Budget Meeting at 6:00??? March 2 Open Budget Hearing - required by law March 16 (Final Budget VOTE not later than 45 days prior to earlier Town Meeting) COUNT THIS when TM is confirmed! March 30 April 13

May 4 May 18

June 8 June 15



The Acton-Boxborough Regional Schools and the Acton-Boxborough Education Association cordially invite you to attend a reception to honor the following staff who have given service to the Acton-Boxborough Regional Schools for twenty years.

Jana Bardsley Martha Bethel Amanda Bromberg David Bouchard Kathleen Bower Peter Cacciola Margaret Callaghan Maura Cedrone Sara Clinton Kathryn Contini Erin Doherty Aaron Foley Alexandra Ganss Genevieve Hammond Nicole Jeannotte Christiann Kelley Paul LeSage Cathy Loebs Kim Luongo Amy Maciel Colleen McGovern Melissa Meek Allyson Morrell Kristen Olsen Jean Oviatt-Rothman Karen Prokewiew Susan Spencer Ruairi Sweeney Erin Sweeney

Deborah Trentsch