



Acton-Boxborough Regional  
School Committee Meeting

June 8, 2017

6:30 p.m. Executive Session  
7:00 p.m. Open Business Meeting

at the R.J. Grey Junior High Library

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING

Library  
R.J. Grey Junior High School

June 8, 2017  
6:30 p.m. Executive Session  
7:00 p.m. (approx.) Open Business Meeting

---

**REVISED AGENDA**

1. **ABRSC Call to Order** – *Amy Krishnamurthy (6:30)*
2. **EXECUTIVE SESSION**
  - 2.1. *To be convened under M.G.L. Chapter 30A, , §21(a)(3) for strategy with respect to collective bargaining sessions with representatives of the employees of the Acton Boxborough Regional School District (Acton-Boxborough Education Association, Office Support Association, and American Federation of State, County and Municipal Employees) regarding health insurance benefits to review and approve minutes of 5/15/17 (an open meeting may have a detrimental effect on the bargaining position of the Board)*
  - 2.2. *To be convened under M.G.L. Chapter 30A, §21(a)(2) to review and approve minutes of the executive session held on 5/2/17 to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel*
  - 2.3. *To be convened under M.G.L. Chapter 30A, §21(a)(1) to review and approve minutes of the executive session held on 4/26/17 to consider the discipline or dismissal of, or to hear complaints or charges brought against a public officer, employee, staff member or individual*
3. **RETURN TO OPEN MEETING** *(7:00 approximately)*
4. **Chairman’s Introduction** – *Amy Krishnamurthy*
5. **Recommendation to Accept Donation from Acton Boxborough Student Activities Fund (ABSASF) – VOTE** – *Glenn Brand*
6. **Statement of Warrant and Approval of Open Meeting Minutes**
  - 6.1. *ABRSC Meetings of 5/30/17, 5/24/17, 5/18/17 (next meeting), 5/15/17*
7. **Open Meeting Law Complaints Received** – *Beth Petr (7:15)*
  - 7.1. *A. Kenney - open meeting minutes of 4/26/17*
    - 7.1.1. *Complaint received on 5/26/17*
    - 7.1.2. *Resolution on 5/26/17*
    - 7.1.3. *AG Letter of Closure received 5/30/17*
  - 7.2. *G Silverio - open meeting minutes of 5/2/17*
    - 7.2.1. *Complaint received on 5/26/17*
    - 7.2.2. *Partial Resolution on 5/26/17*
    - 7.2.3. *Proposed Response to Resolve*
8. **Recommendation to ratify, confirm and approve the Separation and Release Agreement between the Acton-Boxborough Regional School Committee and the Superintendent signed by Dr. Mary Brolin and Dr. Glenn Brand on May 17, 2017 – VOTE** – *Amy Krishnamurthy (7:25)*
9. **Public Participation** *(7:30)*
10. **ABRSD Master Plan / School Building Project Update** *(7:50)*

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

- 10.1. **Presentation: District Master Plan Review Committee (DMPRC) Presentation & Recommendation** – *Mary Brolin, Marie Altieri*
- 10.2. Massachusetts School Business Authority (MSBA) Update on Deadlines – *Glenn Brand*
- 10.3. ABRSD School Building Committee (Form submitted to MSBA 6/1/17) – *Kristina Rychlik (oral)*
- 11. **Presentation: ABRSD Revised Homework Policy** – *Deborah Bookis (8:20)*
- 12. **Presentation: School Start Time Committee Report** – *Glenn Brand, Marie Altieri (8:50)*
- 13. **Recommendation to Approve Administrators’ Benefits Manual** – **VOTE** – *Marie Altieri/Glenn Brand (9:10)*
- 14. **Recommendation to Approve Next Year’s Food & Related Products Bid Award** – **VOTE** – *Clare Jeannotte (9:20)*
- 15. **ABRHS Handbook for 2017-2018, Review of Changes – Second Reading** – **VOTE** – *Glenn Brand (9:25)*
- 16. **Recommendation to Approve Solar Net Metering Credit Agreement –Second Read** – **VOTE** - *JD Head*
  - 10.1 Memo and Proposed Agreement (9:30)
- 17. **ABRSD Budget Update** – *Glenn Brand (9:40)*
  - 17.1. FY17 Year End Financial Status
- 18. **Subcommittee Reports (9:50)**
  - 18.1. Budget meeting on 5/31/17 – *Kristina Rychlik (oral)*
  - 18.2. Policy
    - 18.2.1. Homework Policy, File: IKB – First Read – *Brigid Bieber (see presentation #7.)*
    - 18.2.2. Website Accessibility, File: NEW - First Read – *Dawn Bentley*
  - 18.3. Outreach (including PTO Co-chairs) – *Kristina Rychlik (oral)*
- 19. **School Committee Member Reports (to be reported on at next meeting due to time)**
  - 19.1. Acton Leadership Group (ALG) – *Amy Krishnamurthy, Paul Murphy*
  - 19.2. Boxborough Leadership Forum (BLF) – *Mary Brolin*
  - 19.3. Health Insurance Trust (HIT) – *Mary Brolin*
  - 19.4. Acton Finance Committee – *Amy Krishnamurthy, Deanne O’Sullivan*
  - 19.5. Acton Board of Selectmen – *Eileen Zhang*
  - 19.6. Boxborough Finance Committee- *Mary Brolin*
  - 19.7. Boxborough Board of Selectmen – *Brigid Bieber*
  - 19.8. Minuteman Technical High School (MMT) Update – *Diane Baum*
  - 19.9. Acton Capital Improvement Planning (CIP) Update – *Kristina Rychlik*
- 20. **Recommendation to Accept Anonymous \$10,000 Donation to Athletics** – **VOTE** – *Glenn Brand (10:00)*
- 21. **Recommendation to Accept \$2,889 MassCue Grant Donation to ABRSD Ed Tech Department** – **VOTE** – *Glenn Brand*
- 22. **Recommendation to Accept \$1,495 donation from ABRPTSO to the Jr High School** – **VOTE** – *Glenn Brand*
- 23. **FY18 ABRSC Summer Workshop and August Business Meeting**– *Amy Krishnamurthy (10:05)*
  - 23.1. FY18 ABRSC Meetings with proposed dates added – Second Read - **VOTE**

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

24. **Superintendent's Report/Updates** – *Glenn Brand (oral) (10:15)*

25. **FOR YOUR INFORMATION**

- 25.1. Thank you to the Northern District Attorney Marian Ryan's Office for \$500 donation to ABRHS Project Graduation
- 25.2. Discipline Reports, 6/1/17, ABRHS and RJG Jr High School
- 25.3. Announcement of Hiring of Leo Muellner, ABRSD Director of Visual Arts
- 25.4. Letter to Town of Acton re Inter-Municipal Agreement for Leary Field
- 25.5. Expanding our Notion of Success, June 2017 <https://www.smores.com/ppt3z>
- 25.6. Schedule for Last Day of School, Thursday, June 22, 2017
- 25.7. Statement from Superintendent Brand, 6/6/17

26. **Adjourn** (10:25)

**NEXT MEETINGS:**

- **NEW: Tuesday, June 13** – ABRSC Meeting (Next Steps for the District) at 7:30 p.m. in the Jr High Library (material to be posted June 9)
- June 22 – ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted June 16)

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

**WELLNESS - EQUITY - ENGAGEMENT**

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

Auditorium  
R.J. Grey Junior High School

May 30, 2017  
7:30 p.m.

*Members Present:* Diane Baum, Brigid Bieber, Mary Brolin, Tessa McKinley, Paul Murphy, Kathleen Neville, Deanne O’Sullivan, Kristina Rychlik, Eileen Zhang  
*Members Absent:* Amy Krishnamurthy, Maya Minkin  
*Others:* Beth Petr

1. The ABRSC was called to order at 7:32 p.m. by Vice Chairperson Brigid Bieber. Chairperson Amy Krishnamurthy was absent due to an unexpected minor procedure that afternoon.

**2. Chairperson’s Introduction**

Brigid Bieber thanked the many members of the people in the audience as well as all those who attended last Wednesday night at the High School. She read a note from School Committee member Maya Minkin who has been out of the country, but who has been following the emails and discussion. Maya looks forward to returning to the Committee in time for the next meeting.

**3. Recommendation to Approve Brian Griffin as a Voting Member of the ABRSD School Building Committee – VOTE**

Kristina Rychlik reviewed the process of establishing the new Building Committee and how members were voted on at the May 8 school committee meeting, with the exception of one more opening. She has now confirmed that Brian Griffin, who has a background in construction, would like to serve.

Paul Murphy moved, Katie Neville seconded and it was unanimously,

**VOTED:** to approve Brian Griffin as a voting member of the ABRSD School Building Committee.

**4. FYI - Structure of the Current Central Office**

A current organizational chart of the Central Office was provided for reference for members of the public who may not be familiar with the current structure and staff members. Brigid emphasized that there is a strong administrative team in place. There was some unfamiliarity with the responsibilities of the Deputy Superintendent. In addition to being the Acting Superintendent when the Superintendent is out, Ms. Altieri maintains a full work load ranging from Human Resources, Benefits and Registration, to Negotiations, Records Custodian, Budget, Acton Leadership Group (ALG), Policy, etc.

**5. Discussion of an Interim Superintendent vs. a Permanent Superintendent - VOTE\***

Brigid Bieber read Marie Altieri’s memo to the School Committee that was sent the previous day. In it, Marie stated that “it may be best to consider hiring an external candidate to fill the role of Interim Superintendent.” She reassured the Committee that the full leadership team would join her in support of any external or internal candidate in every way possible. It was clarified that starting July 1<sup>st</sup>, without Dr. Brand in place, Ms. Altieri would be the Acting Superintendent until someone else was put in place.

The difference between hiring an interim superintendent and a permanent superintendent was explained. When looking for an interim, the district would advertise the position with a shorter time frame, and in a less intensive way, perhaps more targeted to a certain group. An interim would not be expected to move, so they would likely be someone who lives in MA. For a permanent superintendent, a national search would be undertaken. It was pointed out that often retired superintendents apply for this type of position.

The Committee discussed not wanting to put the district through any more transitions than necessary, and the amount of time it would take someone to get familiar with all of the initiatives we have going on right now. Diane Baum advocated for launching into a permanent search right away. She pointed out that in 7 months people will be voting on building projects. She stated that Marie Altieri is known, knowledgeable and an integral part of every initiative the district has taken on. She stated that appointing Marie as interim is best because she is perfect for the job. Deanne O'Sullivan agreed.

Mary Brolin advocated for hiring an interim first because in her opinion, now is not the right time to do a permanent search. She felt the district would get people that are left over from other searches that have been completed. She said that the fall is better because it is when superintendents are thinking about transitions. This timing would also give lots of time to gather input from faculty, staff, and the community. She advocated for an interim, not an Acting Superintendent. The point was made that external interims are not always new to the district.

Eileen Zhang also stressed that Marie Altieri has done a great job and is the best candidate right now to take over a lot of Dr. Brand's work. Eileen has read a lot of input from the community and she supports starting a search right away because they take time. Kristina Rychlik agreed with many of the points made. She disagreed however that now is a good time to start a permanent search because it is not when people are planning to make those kinds of decisions. She agreed about Marie and her capabilities but wants to respect Marie's wishes. Kristina pointed out that some of what is difficult regarding internal vs external candidates depends on how the responsibilities are structured. Some communities hire an interim to handle only the day to day responsibilities and have existing staff handle the current projects. That might be a better way to consider it.

Deanne O'Sullivan stated that before considering Marie Altieri as an interim, she wants to know if it is harder to find a permanent candidate if an internal interim candidate has been put in place.

The Committee discussed not wanting to feel rushed to make decisions, and the length of time a permanent search could take. Brigid Bieber liked the comment about keeping Central Office staff in their current roles to keep the initiatives going and have the interim handle the rest of the responsibilities. The District cannot go without someone in that position for a long period of time due to the amount of work to be done. Diane Baum pointed out that this is not a typical year. We need a strong leader because we are going to be asking a lot of the people of Acton and Boxborough. Deanne emphasized the need to clearly define what the responsibilities of the interim would be and what the current Central Office staff would handle.

Paul Murphy wanted to respect Marie's recommendation, hire an interim to serve for the next year, and then start the permanent search. When asked if there was anyone in mind who could serve as an interim, Brigid said that Committee members know people who have done this in the past.

Community member Steve Ballard advocated for looking for an interim and a permanent at the same time. The Committee was asked to explain the difference in the Central Office now and before Dr. Brand. Brigid said the Deputy Superintendent, Assistant Superintendent for Teaching and Learning and Assistant Superintendent for Student Services titles were given to Marie Altieri (formerly Director of Personnel and Administrative Services), Deborah Bookis (formerly Director of Curriculum and Instruction) and Dawn Bentley (whose predecessor's position previously was Director of Pupil Services).

The Committee was asked about the cost to hire an interim and where that money would come from because this was an expense that was not in the budget. Brigid said it would have to be found in the budget and that had not been decided yet.

Brigid read an email from Allen Nitschelm and Susri Anuradha sent to the Committee last night with four requests for consideration. She stated that she would expect a national search for a permanent superintendent.

Allen stated that the most important thing by far in his opinion is that AB deserves the best candidate available. He wants a great pool of candidates to choose from. He stated that if someone is the interim and they are a candidate for the permanent position, he believes that that taints the process and people will know that and may not apply for the permanent job. He felt that to get the best superintendent, the interim person must be excluded from the process. There was a question if it is possible to prevent an interim (or any candidate) from applying for the permanent position.

Eileen Materese asked the School Committee if they would consider professional mediation with Dr. Brand and if he will have an opportunity to answer the same question. Brigid stated that it is not on the agenda and the Committee is moving on to the next stage. She cannot speak for Dr. Brand. If the School Committee wants to discuss it, it has to be on the agenda. She emphasized that the District has a mutually negotiated agreement and the Committee is moving on to the next steps to fill the position.

Brigid summarized that it sounded like the Committee wants to look for an interim superintendent with experience with our school district on a part time, if not full time basis, and at the same time, start a permanent superintendent search.

**6. Discussion of an Internal Candidate vs. an External Candidate – VOTE\***

Brigid asked the Committee if they are looking for an interim, would they consider candidates no matter where they came from. Diane Baum said that the Committee's job is to protect the students. She wants Marie to stay in a leadership role, although she is uncomfortable with Marie's letter. Kristina Rychlik also was uncomfortable with Marie's letter, but she knows that Marie will remain in a leadership role. Kristina noted that the Committee may feel differently once they see who applies for the jobs.

A member of the public who was at a School Committee meeting for the first time, said that it bothered her that everyone was only talking about one candidate. She asked for clarification. Brigid explained that the role of the Deputy Superintendent is to step in when the Superintendent is absent. This is very different however from assuming that a Deputy Superintendent would step in and take on another full time job. She stressed that the Committee is trying to get the work of the Central Office done in a very important upcoming year.

Mary Brolin pointed out that the applications are confidential until the finalists are named. She thinks there are about 5 internal staff members who have superintendent licenses so the internal vs external candidate question affects any of them.

Allen Nitschelm said that it was courageous of Marie to write the letter and he is sure it is because she does not want to do the interim. He feels Marie would be an excellent choice for Superintendent now.

A member of the public stated that well qualified candidates do not want to work for a divisive School Committee, referring to comments made at the May 18<sup>th</sup> School Committee meeting. Brigid replied that the most important thing that the committee can do in terms of these questions is to move forward with the process, and come up with the best superintendent possible. Paul Murphy said that there are 11 committee members but there is one voice that represents the Committee. There is no vote that is required to be unanimous. The Committee is often on the same page, but they do not always agree.

Heather Harer appreciated the meeting's discussion about not always being in agreement, but achieving consensus. She was part of the last two superintendent searches and it is lengthy process. She said that it's difficult to start this process with so many restrictions. What's best for kids and teachers is to continue these discussions. She concluded that if we have someone who can lead us through the next 7 months, the Committee should not restrict them from being the permanent superintendent.

The Committee was asked if they have figured out their goals and "lessons learned" so they know what to do for the next superintendent. Brigid replied that they talked at the last meeting about their philosophies and they will talk more when they do the search. This is part of the timeline.

## **7. Next Steps to Move Search Forward**

7.1. Review of Previous Search Timeline (Fall 2013-Winter 2014)

7.2. Review of Previous Search Candidate Qualifications

Brigid was on the past two superintendent search committees in 2009 and 2013/2014. She reviewed the timelines and said the last one was a 5-6 month process. The previous search was the same length but started later with applications in January. Kristina thought this might make sense this time given how busy everyone will be this fall.

Typically, the School Committee would put together the search information with a position start date indicated, usually July 1. With the upcoming capital projects, it would be good to have the permanent superintendent begin next July 1.

7.3. Establish New Search Process

7.3.1. Search Committee Profile

7.3.2. Should a Search Firm be considered

Brigid confirmed that the Committee seemed to be saying that they want an interim and to start a full permanent search. She asked if everything was organized, and advertising could begin soon, if the time frame to advertise would be longer. If they start advertising sooner than last time, and extend it a longer time, she wondered if that would be beneficial regarding obtaining the best candidate pool.



A member of the public stated that there is a lot going on that the public does not understand. She is concerned about a lack of trust in the Committee and thinks possible superintendent candidates are seeing this. She urged the Committee to put on the agenda a way to bridge that trust so the next superintendent can be confident that they have community and committee support.

Brigid replied that the best way to build a bridge is to listen to everyone, which is what the Committee is trying to do. At the end of the day, she said, “we are all still neighbors”.

Brigid asked if there was consensus to look for an internal candidate and a permanent one. There were questions about what it would mean to have an Acting Superintendent in place compared to an interim and some confusion about Marie Altieri’s letter. Paul Murphy stated that the Committee needed to wait for a vote due to public sentiment about a lack of trust. There was consensus that no action should be taken yet.

It was agreed that the Committee would confirm with counsel whether or not an interim can be hired with the restriction that they cannot apply for the permanent Superintendent position.

Regarding the qualifications that should be used for the search, information from both searches was in the packet, but it will be discussed at a future meeting with it on the agenda. A community member offered to speak with the Committee about some people she knows that might be good interim superintendent candidates.

Another School Committee meeting will be scheduled with the goal of deciding on an interim search and agenda items for a full superintendent search. Information on search firms and a profile of a search committee will be included.

**8. Approval of Open Meeting Minutes of Executive Sessions on 4/26/17 and 5/2/17**

Kristina Rychlik moved, Mary Brolin seconded and it was,

**VOTED:** to approve the minutes of the Executive Sessions on 4/26/17 and 5/2/17  
(YES: Baum, Bieber, Brolin, Murphy, Neville, O’Sullivan, Rychlik, Zhang)  
Tessa McKinley abstained.

Diane Baum stated that there seems to be sentiment in the community that the School Committee should approach Dr. Brand and see if he wants to be here. She asked the Committee if they should consider doing that. Brigid replied that it is not on the agenda, so it would have to be added to the next meeting to discuss. Paul Murphy asked that it be added to the agenda, because “the Committee needs that trust of the community.”

The ABRSC adjourned at 9:33 p.m.

Respectfully submitted,  
Beth Petr

List of Documents Used: Agenda, Letter from Deputy Superintendent Marie Altieri to the ABRSC, Email from A. Nitschelm and S. Anuradha dated 5/29/17

**NEXT MEETINGS:**

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

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

Auditorium  
AB Regional High School

May 24, 2017  
7:30 p.m.

- Members Present:* Diane Baum, Brigid Bieber (7:45 p.m.), Mary Brolin, Amy Krishnamurthy, Tess McKinley, Paul Murphy, Kathleen Neville, Deanne O’Sullivan, Kristina Rychlik, Eileen Zhang
- Members Absent:* Maya Minkin,
- Others:* Beth Petr, School District Attorney David Mandel (Ropes & Gray), many members of the public

1. The ABRSC was called to order by Chairperson Amy Brolin at 7:33 p.m.
2. **Chairperson’s Introduction** – Amy Krishnamurthy read the statements:
  - 2.1. Statement from Dr. Brand and Dr. Brolin read at the 5/18/17 School Committee meeting
  - 2.2. School Committee Statement to respond to the public's emails and inquiries
  - 2.3. Review of Open Meeting Law Requirements:  
<http://www.mass.gov/ago/docs/government/oml/oml-guide.pdf>

The meeting was scheduled to try to address the many questions that have come up since the joint statement from the School Committee and Superintendent was read at the School Committee meeting on 5/18/17.

Amy Krishnamurthy thanked the many members of the community who were in attendance. The members of the Committee introduced themselves. Attorney David Mandel was introduced as the School District’s attorney who was there due to the technical legal nature of some of the meeting issues.

A member of the public asked how a discussion of educational philosophies could take place in an executive session. He stated that he could not find these discussions in any of the open meeting minutes. Atty Mandel explained the reasons a Committee could enter executive session, including to consider discipline or dismissal of, or to hear complaints brought against a public officer, employee, staff member or individual, and to engage in negotiations with non-union personnel or to discuss strategy with respect to negotiations with non-union personnel. He further explained that if a topic comes up that is not related to the Executive Session reason, then the Committee would go out of Executive Session and continue in open meeting. However, if the topic is related, and relevant to the reason for the Executive Session, then that discussion can be done in Executive Session. Atty Mandel stated that he was not saying there was a disciplinary discussion held about Dr. Brand, or about any other specific person, but there was an executive session publicly posted for the reason cited. He emphasized that it would be completely inappropriate for the individual involved to be named in the minutes or until the minutes were approved for release to the public for Open Meeting Law reasons and the person’s confidentiality. Minutes are not available yet.

A number of people expressed frustration that the reason in the joint statement saying the views and interests regarding the educational and operational philosophies of Dr. Brand and the School Committee are not aligned seemed to them to be inconsistent with what had been said in previous School Committee meetings. The End of Year Goals Report dated May 12, 2017 was mentioned as an example. Members of the public stressed the need for honesty and transparency. The Committee said that it understood and agreed with this need, however due to the legal nature of some of the issues, they could not provide details. Atty Mandel agreed.

Former School Committee Chair Mary Brolin pointed out that the signed Settlement Agreement has specific wording that restricts what can be said.

Another community member asked for the Separation Agreement. Amy Krishnamurthy stated that it would be posted on the website the next day (5/25/17). The community member stated that this situation (paying Dr. Brand through June 2018) is not going to help to gather community support for the upcoming building projects and overrides.

After a number of comments of support for Dr. Brand, a community member asked if the contract could be rescinded if both parties agree. Several people asked the Committee if they would consider asking Dr. Brand to renegotiate.

A request was made to enforce the 2 minute time limit for public speakers to ensure that there would be enough time to hear everyone.

A community member said that if there was divergence before the School Committee election and the Town Meetings, then she does not trust that the School Committee is acting as a representative body. Another person commented that this decision affects everyone in town, through their taxes and real estate. She asked the Committee if they considered getting a mediator to assist them. They said they did not.

A former Selectwoman said that she was upset about the level of decorum happening at the meeting, stating that there should be no laughing, heckling or speaking out of turn. The chairwoman had already asked the audience several times to be more respectful. It was suggested that clapping takes away time that could be spent listening to each other's views.

The School Committee members were asked to explain their own educational priorities and philosophies.

An online petitioner gave School Committee members a copy of 14 pages of comments from individuals, and a list of approximately 900 signers' names. She started the petition after attending the last School Committee meeting where the joint statement was read. She said that these people all support Dr. Brand.

People wanted to know how each School Committee member voted on the agreement for transparency and to restore trust. The School Committee cannot disclose the course of the Executive Session until the minutes are approved for release to the public. They asked that policies be changed to prevent this from happening again. A community member described feeling broadsided and upset because the taxpayers are the ones paying the money for it now.

Amy Krishnamurthy repeatedly stated that the Committee would love to share as much information as possible with the community but they are restricted by the laws and the agreement. It was a joint decision by Dr. Brand and the School Committee to negotiate the Agreement in executive session.

A community member expressed concern about how this looks regarding the budget, paying Dr. Brand for another year, just before the Town Meetings took place. If the District is going to lose our High School principal (Dr. Campbell is a finalist in another district), the community member hopes the selection committee going forward is much more transparent. The School Committee has every intention of doing that with community members involved.

A member of the public corrected the petitioner stating that he signed it because he wants to know what happened, not that he supports Dr. Brand or the School Committee.

Questions were asked about meeting minutes. Atty Mandel stated that minutes for all meetings are prepared. It is expected that the confidential minutes of the executive sessions held on 4/26/17 and 5/2/17 will be voted on in executive session for approval at the next regular School Committee meeting on June 8<sup>th</sup>. They will not be public documents until they are released and that would be when the reason for the executive session is no longer a rationale for maintaining confidentiality. They will be released as soon as legally appropriate.

A member of the public said that he knows the School Committee is doing their best, but asked what is being communicated to the faculty because they affect our students. Amy Krishnamurthy stated that Central Office Administrators have met with every principal and Assistant Principal at each of the schools.

Before moving on to the priorities discussion, the Chair stated that the Committee wanted to do the best thing for our students, and this was the best way in their judgement to handle the situation. In their annual summer workshop, the Committee will discuss the process and how their business can be more open, realizing the community needs more information within the limitations of the Massachusetts legal system.

### 3. **Statement of District Priorities**

- 3.1. Challenge Success
  - 3.1.1. School Schedules & Start Times
  - 3.1.2. Homework Policy
  - 3.1.3. Parent Engagement
- 3.2. Implementation of Multi-Tiered Support System
- 3.3. Assessing Culture and Climate of our School Communities
- 3.4. School Space & Capital Planning
- 3.5. Consideration of Change in School Start Times
- 3.6. Elementary School Funding Review

Amy Krishnamurthy read the School Committee's Statement of Purpose. Different Committee members talked about the group's priorities:

- Mary Brolin spoke about Challenge Success – spearheaded by Assistant Superintendents Deborah Bookis and Dawn Bentley, as well as Deputy Superintendent Marie Altieri and School Committee members. There will be a lot of continuity and commitment going forward in this exciting area.
- Paul Murphy talked about the Multi-Tiered Support System (MTSS) referencing the extensive report given at the School Meeting on 5/18/17. He looks forward to seeing that implemented under the continued leadership of Deborah Bookis and Dawn Bentley.
- Diane Baum mentioned the School Climate and Culture initiative and upcoming assessment survey. She stated that after 2 years of working with the committee members at the table, you will not find people more knowledgeable, passionate and dedicated to this district. The priorities for the district will stay the same. She referenced a description found in The Essential School Board Book (by Nancy Walser) about the School Committee is the bridge between the educational world and the public.
- Brigid Bieber spoke about the continued work on elementary school funding and that it will be a presentation at one of the next School Committee meetings. In response to members' own educational philosophies, Brigid stated that, over the course of her 11 years on school committee, the thing that has kept her going is a love of children. In her opinion, the most important thing we can do as a district is to foster a love of learning. That is what keeps her going on this Committee every day.
- Kristina Rychlik concluded that the Committee is committed to addressing the capital needs in the district and working with the MA School Building Authority (MSBA) heading into the Special Town Meetings in December. She will be chairing the School Building Committee.

Mary Brolin added that regarding her individual priorities, she agrees with Brigid. We need a district that provides a positive experience, not just academic, but social experiences too. The joy of learning needs to be fostered, so young people can be successful and find out what really excites them and identify their passion.

A member of the public asked if Dr. Brand would not agree with all of this because it is a statement of district priorities, and describes what the schools are doing now. The member said that there had to be disagreement

because that's what the statement said. Amy Krishnamurthy said she could not answer that because Dr. Brand was not there to say how his views were different from the School Committee's.

#### 4. **Public Participation**

<http://www.abschools.org/school-committee/policies/section-b> (See Policy BEDH)

The Committee was asked if School Choice was a priority for them and if Dr. Brand was aware of that when he was hired. Kristina Rychlik answered that yes it was a priority, and she was on the hiring committee and Dr. Brand was informed of that. Amy Krishnamurthy stated that the Committee is in full support of continuing school choice.

A former student said that the situation distresses him and it affects the students. He asked how the Committee will ensure that this won't happen again. Amy Krishnamurthy said it will be part of future discussions.

An AB teacher said that the faculty heard the announcement just like everyone else. She is on the Superintendent's Council and she had thought things were going in the right direction. She asked about the School Committee's operational philosophies.

Amy Krishnamurthy replied again that the Separation Agreement would be posted tomorrow. The way the statement was distributed was not the School Committee's decision. There are many groups, like the Superintendent's Council, that will continue because they are very important.

Mary Brolin replied, regarding operational philosophies, that community input and surveys and public forums are all important, including those for staff and faculty. The Committee wants to achieve all of these objectives in a way that the staff can function in a positive way.

A member of the public stated that the reason for executive session on 5/2/17 was negotiations, but that must not have been the starting point of the matter. There had to be a previous amount of discussion and he wanted to know where that took place. He asked for a different attitude from the Committee moving forward.

Another member of the public asked about the next hiring committee and process. He wanted to know what questions would be asked for the next process that were not asked for Dr. Brand. Mary Brolin and Brigid Bieber were not sure exactly what was asked last time, but agreed that an enormous amount of time was spent developing the questions. Mary suggested that one question might be how that individual would envision moving forward the initiatives previously mentioned.

A member of the Interschool Council (led by the Superintendent) stated that these priorities are all that are talked about at each meeting she attended. She would also like to see the operational philosophies of the School Committee, similar to what Dr. Brand posted.

Regarding why the District Attorney Mandel was at the meeting, Amy Krishnamurthy explained that he is being paid to protect the district from a breach of contract because School Committee members are not attorneys (with one exception). This is a legal process and while the Committee wants to share as much information as possible with the public, there are strict limits to what can be said. Having Atty Mandel at the meeting showed how complicated and technical this situation is.

The member of the public thanked Dr. Brand "for leaving Acton better than he found it."

A community member described the problem as "toxic" now and was concerned that the District will not be able to attract any good candidates as a result. The Chair disagreed and replied that this is not something that has not happened in other districts. The community member asked Amy Krishnamurthy "if we can't attract a good candidate, would you consider stepping aside if that becomes a problem?" She replied, "fine."

A community member asked how the district will move forward, including how this will affect students and the budget. She was concerned if there would be something in the budget that will be impacted. Amy Krishnamurthy responded that we have an amazing support staff including our Deputy Superintendent, two Assistant Superintendents, Directors, Principals and all of the positions. She stated that these people have been working unbelievable hours on all of these things. The district will continue to function at the same high level because of the amazing talent that we have in this district. She hoped to start discussing next steps by the end of the meeting, if it did not get too late.

Former School Committee member Michael Coppelino had reviewed Dr. Brand's contract. Atty Mandel clarified that Dr. Brand resigned and his attorney asked to negotiate a separation agreement which was done. This agreement supersedes his employment agreement. Dr. Brand was not terminated by the School Committee. Michael asked for Dr. Brand's annual evaluations which are public documents. (Note: See posted School Committee materials for meetings held on 6/23/16 pages 33-67 and 6/25/15 pages 51-73.) He asked if there was anything else that Dr. Brand was provided other than what the School Committee members provided. He felt the evaluation was fairly positive last year. Amy Krishnamurthy stated that the Committee would release whatever is possible as soon as possible. Mike asked the Committee if they are comfortable that Dr. Brand was given a fair opportunity to rectify his behavior. Amy stated, "Yes, we are."

Allen Nitschelm asked the School Committee not to vote on any plan until all information that he has requested has been provided. Amy repeated that the Committee is committed to releasing all documents that they legally can, as soon as they can. Executive Session minutes will be voted at the June 8 School Committee meeting. The Committee cannot promise that they won't make decisions before all documents are released, because the District has to move forward.

A community member said that she had not heard one negative comment about Dr. Brand's work. She felt that the contract could be voided if both parties agreed. She asked that the requirement that candidates must have a PhD be considered. Mary Brolin stated that the Committee does not intend to renegotiate with Dr. Brand, because neither wants to do that.

A community member requested that regarding philosophy, when the Committee gets a new mandate from the state, please question it. He wants local control and not to worry about the state. He asked why Dr. Brand was not at the meeting. Amy stated that he was invited to the open meeting but chose not to attend.

A member asked how the Committee would resolve philosophical differences in the future. Mary Brolin replied that they would have more in depth conversations so they understand how they look at these issues and how they were implemented. It took time for some of these things to show up. Another member asked about the student screenings that took place around implementation of the Wellness Initiatives. Mary stated that there were no issues with the implementation of that activity.

A community member said there will be a lot of speculation due to the perceived lack of transparency. She went on to say that Asians are not appropriately represented in this School Committee so wanted to speak about her Asian culture. Everyone has different strengths and weaknesses. Her son wants all As, because he is that kind of kid. She said that some ethnic groups are more athletic, but Asians have other traits. She asked that when the School Committee is making decisions, they be very open-minded about Asian families who want the best of west and east, because there is nothing wrong with this, in her opinion.

Amy Krishnamurthy thanked this mother for her comments. The committee appreciates the perspectives of our different communities because they are so important. She asked the public to speak up about issues they consider important saying, "We need lots of different voices."

Paul Murphy said that he is excited about the Challenge Success work because for a child who bases his self-worth on different things (such as not only academics), this is ideal. There are many definitions of success.

Eileen Zhang highlighted the MTSS presentation slides (5/18/17 School Committee meeting) showing that the District currently has 30 % Asian students now. She said that cultures have a lot in common but there are differences. There is nothing wrong with wanting to win and be the best, but if a child is struggling, a parent could suggest a lower level history class if the child is not going to be a historian. Parents have to have balance to see where their children are.

The School Committee was asked by one person to consider requiring a minimum of a masters degree and PhD for future Superintendent candidates. She also asked that an interim superintendent (if one was chosen) not be considered for the permanent position. Amy Krishnamurthy said that those decisions have not been made or even been discussed yet.

The Committee was asked again how the process began and developed. They were asked what qualitative changes will result and what would be done to prevent this from happening again? Mary Brolin reiterated that it is very hard to talk about the process due to the agreement. Positive changes do need to happen and the Committee is thinking about that for their summer workshop. This is very difficult for all of the committee members. The Committee was asked about finances and if they considered any other ways to resolve the issue besides the extra year of salary. Mary replied that cost is always a concern for the Committee. They do what they believe is best for the district. They cannot discuss anything from the executive session. It was suggested that School Committee members put something on the website about their own philosophies.

ABRHS graduate Albert Kong wrote an article on cultural excellence recently for the Beacon regarding high achievers. He said that his parents were not pressuring him to take all high level classes, but the AB culture and community made him do it. He described that culture as “toxic” and asked, “How do we redefine excellence?” Kristina Rychlik replied that this is a perfect reminder for why the District embraced Challenge Success. Amy Krishnamurthy asked Albert to forward his article to the School Committee.

## 5. **Current Options**

### 5.1. Interim/Acting Superintendent starting July 1, 2017

5.1.1. The Deputy Superintendent is the Acting Superintendent in the absence of the Superintendent.

5.1.2. Term of Interim Superintendent

### 5.2. Do a full Superintendent Search

### 5.3. Consider a full Search after an Interim Superintendent has been in place for a certain time period

Due to the late hour, the Committee agreed to discuss the current options at the next meeting scheduled for Tuesday, 5/30/17 at 7:30 p.m. in the Jr High Library.

The ABRSC adjourned at 10:48 p.m.

Respectfully submitted,

Beth Petr

List of Documents Used: See Agenda, Public petition delivered by hand at the meeting, Email from E. Jacobson dated 5/24/17

## **NEXT MEETINGS:**

- Tuesday, May 30 - ABRSC Meeting at 7:30 p.m. in the Jr High Library (agenda posted 5/25/17)
- June 8 – ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted June 2)
- June 22 – ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted June 16)

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

Library  
R.J. Grey Junior High School

May 15, 2017  
7:00 p.m. Executive Session  
7:30 p.m. Open Business Meeting

---

*Members Present:* Diane Baum (7:03 p.m.), Brigid Bieber, Mary Brolin, Amy Krishnamurthy, Maya Minkin (7:08 pm.), Paul Murphy, Kathleen Neville, Maria Neyland, Deanne O’Sullivan, Kristina Rychlik, Eileen Zhang  
*Members Absent:* none  
*Others:* Marie Altieri, Glenn Brand, Beth Petr

---

1. The ABRSC was called to order by Chairperson Mary Brolin at 7:02 p.m.
2. **Enter Executive Session**

At 7:03 p.m., it was moved by Mary Brolin, seconded by Amy Krishnamurthy and unanimously, **VOTED** by roll call: that the **Acton-Boxborough Regional School Committee** go into Executive Session for strategy with respect to collective bargaining sessions with representatives of the employees of the Acton Boxborough Regional School District (Acton-Boxborough Education Association, Office Support Association, and American Federation of State, County and Municipal Employees) regarding health insurance benefits.

She stated that an open meeting may have a detrimental effect on the bargaining position of the Board.

(**YES** – Bieber, Brolin, Krishnamurthy, Murphy, Neville, Neyland, O’Sullivan, Rychlik, Zhang)

Dr. Brolin stated that the Committee would return to open session at approximately 7:30 p.m.

3. **Return to Open Meeting**

The ABRSC returned to Open Session at 7:39 p.m.

4. **Negotiations Update**

Marie Altieri explained that this was the official meeting to ratify the Acton Boxborough Education Association (ABEA) contract. The Town of Acton has a vote on this contract but Steve Ledoux and his representative were both at a Board of Selectmen meeting and were unavailable. They were informed of the vote taking place. Marie noted that the School Committee was familiar with the details of the contract because they were included in executive sessions throughout the year. The School Committee reviewed and voted the Memorandum of Agreement at the executive session on 3/16/17. The ABEA ratified the contract on 5/4/17 and this meeting was scheduled for the School Committee to ratify.

The materials have been posted for the public since last Thursday on the website. Marie gave a power point presentation that reviewed cost of living, financial impact, schedule, calendar and language changes. With the new contract, the District is now in compliance with time on learning for the elementary schools, which was not the case in the past. The Department of Elementary and Secondary Education (DESE) only counts time that students are with certified teaching staff (not at lunch, recess, or library since we do not have certified elementary librarians). The School Committee Negotiations Subcommittee (Maria Neyland, Amy



Krishnamurthy and Paul Murphy) and Deputy Superintendent Marie Altieri were thanked for their efforts on this.

4.1. **Recommendation to Approve the Acton Boxborough Education Association (ABEA) Contract - VOTE – Marie Altieri**

4.1.1. Financial Summaries

4.1.2. Memorandum of Agreement (MOA)

Paul Murphy moved, Brigid Bieber seconded and it was unanimously,

**VOTED:** to approve the proposed Acton Boxborough Education Association (ABEA) Contract for the period from July 1, 2017 through June 30, 2020, as set forth in the memorandum of agreement between the bargaining committees for the ABEA and the School Committee.

The ABRSC adjourned at 7:50 p.m.

Respectfully submitted,  
Beth Petr

List of Documents Used: Agenda, Memo from Marie Altieri dated 5/11/17, Memorandum of Agreement, Powerpoint slides

**NEXT MEETINGS:**

- May 18 - ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted May 12)
- June 8 – ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted June 2)
- June 22 – ABRSC Meeting at 7:00 p.m. in the Jr High Library (material posted June 16)



The Commonwealth of Massachusetts  
Office of the Attorney General  
One Ashburton Place  
Boston, Massachusetts 02108

Kennedy-rec'd  
5/26/17  
7.1.1

## OPEN MEETING LAW COMPLAINT FORM

### Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

#### Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
  - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
  - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
  - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

#### Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the Attorney General a copy of the complaint and a description of any action the public body has taken to address it. At the same time, the body must send the complainant a copy of its response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

#### Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).



# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

## Your Contact Information:

First Name: Adam Last Name: Kenney

Address: 1KennedyLn

City: Acton State: MA Zip Code: 01720

Phone Number: 6175101525 Ext. \_\_\_\_\_

Email: adamkenney@gmail.com

Organization or Media Affiliation (if any): \_\_\_\_\_

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual       Organization       Media

## Public Body that is the subject of this complaint:

City/Town       County       Regional/District       State

Name of Public Body (including city/town, county or region, if applicable): ActonBoxboroughSchoolCommittee

Specific person(s), if any, you allege committed the violation: Dr.MaryBrolin(chairperson)andthecommittee

Date of alleged violation: April26,2017

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

I believe that the Acton Boxborough School Committee, chaired at the time by Dr. Mary Brolin, violated the Massachusetts Open Meeting Law when they conducted an executive session on April 26, 2017. In accordance with the Open Meeting Law, the committee posted notice of the meeting 48 hours in advance of the meeting, and has a so far alleged that the purpose of the meeting fits within one of the 10 allowable reasons for an executive session. However, per Section 21 subsection (b) of the Open Meeting Law, the committee is required to first convene an open session and have the majority of its members vote to go into the executive session. This vote is required to be captured in the minutes of the open session. Further, per Section 22 subsection (c), "Minutes of all open sessions shall be created and approved in a timely manner. The minutes of an open session, if they exist and whether approved or in draft form, shall be made available upon request by any person within 10 days." After attending the School Committee meeting on Wednesday May 24, 2017 at which the School Committee refused on multiple occasions to divulge any information about their discussion on April 26th, and resisted requests for the release of any minutes that occurred on April 26th, which presumably should have included minutes for the open session, it's my determination that the committee is in violation of the Open Meeting Law. I request that the school committee address this concern by immediately releasing the minutes from any open session conducted on, or pertaining to April 26, 2017, including: The stated purpose for the executive committee as discussed in the open meeting as required by Section 21, s

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I request that the school committee address this concern by immediately releasing the minutes from any open session conducted on, or pertaining to April 26, 2017, including: The stated purpose for the executive committee as discussed in the open meeting as required by Section 21, subsection (b.3) The vote of each member as recorded by roll call and entered into the minutes, as required by Section 21, subsection (b.2).

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Adam Kenney

Date:

For Use By Public Body	For Use By AGO
Date Received by Public Body:	Date Received by AGO:



7.1.2

Beth Petr &lt;bpetr@abschools.org&gt;

---

## Open Meeting Law Complaint

---

Beth Petr &lt;bpetr@abschools.org&gt;

Fri, May 26, 2017 at 4:46 PM

To: Adam Kenney &lt;adamkenney@gmail.com&gt;

Cc: AB School Committee &lt;abrsc@abschools.org&gt;, Amy Krishnamurthy &lt;akrishnamurthy@abschools.org&gt;, Mary Brolin &lt;mbrolin@abschools.org&gt;, Diane Baum &lt;dbaum@abschools.org&gt;, Maya Minkin &lt;mminkin@abschools.org&gt;, Paul Murphy &lt;pmurphy@abschools.org&gt;, Deanne O'Sullivan &lt;dosullivan@abschools.org&gt;, Kristina Rychlik &lt;krychlik@abschools.org&gt;, Eileen Zhang &lt;ezhang@abschools.org&gt;, Brigid BieberAB &lt;bbieter@abschools.org&gt;, Tessa McKinley &lt;tmkinley@abschools.org&gt;, Kathleen Neville &lt;kneville@abschools.org&gt;, openmeeting@state.ma.us

Dear Mr. Kenney,

Attached please find the Draft Open Meeting Minutes of the Executive Session held on 4/26/17 as requested.

The School Committee will be voting to approve these minutes at their open meeting on Tuesday night, May 30th (7:30 p.m. in the Jr High Library). I have attached that agenda for you. This information is also posted on the School Committee Meeting section of the website at <http://www.abschools.org/school-committee/meetings-agendas-packets-and-minutes>

I will send you a more formal response next week, but wanted you to have this information as soon as possible today.  
Thank you,  
Beth

[Quoted text hidden]

---

### 2 attachments

 **04-26-17 DRAFT OPEN SC Meeting Minutes.pdf**  
64K

 **05-30-17 SC Agenda REVISED.pdf**  
13K

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING  
Draft OPEN MEETING Minutes

Superintendent's Conference Room #13  
ABRSD Administration Building

April 26, 2017  
7:00 Open Meeting  
7:01 p.m. Executive Session

---

*Members Present:* Diane Baum, Brigid Bieber, Mary Brolin, Amy Krishnamurthy, Maya Minkin, Paul Murphy, Kathleen Neville, Maria Neyland, Deanne O'Sullivan, Kristina Rychlik, Eileen Zhang  
*Members Absent:* none  
*Others:* Glenn Brand, Beth Petr, Attorney Michael J. Long (Long & DiPietro), Attorney Jeffrey Webb (Ropes & Gray), Transcriber

---

1. The ABRSC was called to order by Chairperson Mary Brolin at 7:05 p.m. Dr. Brolin stated that the meeting was being recorded.

2. **Enter Executive Session**

At 7:06 p.m., it was moved by Mary Brolin, seconded by Amy Krishnamurthy and unanimously, **VOTED** by roll call: that the **Acton-Boxborough Regional School Committee** go into Executive Session convened under M.G.L. Chapter 30A, §21(a)(1) to consider the discipline or dismissal of, or to hear complaints or charges brought against a public officer, employee, staff member or individual.

(YES – Baum, Bieber, Brolin, Krishnamurthy, Minkin, Murphy, Neville, Neyland, O'Sullivan, Rychlik, Zhang)

Dr. Brolin stated that the Committee would return to open session solely to adjourn.

3. **Return to Open Meeting**

The ABRSC returned to Open Session at 10:50 p.m. and adjourned.

Respectfully submitted,  
Beth Petr

List of Documents Used: Agenda

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING

Library Auditorium  
R.J. Grey Junior High School

May 30, 2017  
7:30 p.m.

---

**REVISED AGENDA #2**

1. **ABRSC Call to Order** – *Amy Krishnamurthy (7:30)*
2. **Chairperson’s Introduction** – *Amy Krishnamurthy*
3. **Recommendation to Approve Brian Griffin as a Voting Member of the ABRSD School Building Committee – VOTE** – *Kristina Rychlik*
4. **FYI - Structure of the Current Central Office** (*7:40*)
5. **Discussion of an Interim Superintendent vs. a Permanent Superintendent - VOTE\*** (*7:45*)
6. **Discussion of an Internal Candidate vs. an External Candidate – VOTE\*** (*8:15*)
7. **Next Steps to Move Search Forward** (*8:45*)
  - 7.1. Review of Previous Search Timeline (Fall 2013-Winter 2014)
  - 7.2. Review of Previous Search Candidate Qualifications
  - 7.3. Establish New Search Process
    - 7.3.1. Search Committee Profile
    - 7.3.2. Should a Search Firm be considered
8. **Approval of Open Meeting Minutes of Executive Sessions on 4/26/17 and 5/2/17** (*9:45*)
9. **Adjourn** (*10:00*)

\*If the School Committee requires more discussion or time, the vote may be postponed and discussion will be continued at a future meeting.

*NOTE: In Massachusetts, the School Committee hires the Superintendent, Deputy Superintendent and Assistant Superintendents.*

**NEXT MEETINGS:**

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

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

May 27, 2017

Dr. Mary Brolin (Past-Chairperson, Acton-Boxborough School Committee)  
Amy Krishnamurthy (Chairperson, Acton-Boxborough School Committee)

Dr. Mary Brolin & Amy Krishnamurthy,

Per my request, Beth Petr has provided me with the minutes from the open session conducted on April 26, 2017. While I remain concerned about the overall process that led up to the "mutual separation agreement" between Dr. Brand and the School Committee, as well as the manner in which the School Committee has communicated since the agreement was established, I am satisfied that the information provided closes the specific concerns raised in my complaint. I therefore withdraw my complaint, submitted on May 25, 2017. I appreciate your quick response to my request.

In the future, I hope you can be more proactive in releasing all possible information to the public. You probably already realize this, but it will be tantamount to repairing trust between your governing body and the public. These minutes, as an example, and even with the limited information contained within, would have restored some minimal confidence if they were released a week ago & voted on during the May 24th meeting.

I further urge you to do more listening. This past week's meeting was a start, but I implore you to hold reasonable public participation before each & every action/vote as we work through this important transition. The public should hear your individual & collective positions on these critical topics and have an opportunity to provide input on those positions before the school committee finalizes its decision. I request you consider formally incorporating this into the May 30th agenda.

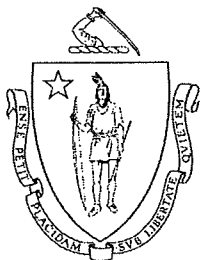
I do appreciate all of the hard work and personal time each of you are committing to this. Unfortunately, given the state of public confidence & the fact that, as I'm sure you'll agree, this is a critical time for our district, it will likely call for even more time, commitment & attention to detail going forward. This is what you signed up for. I hope you fulfill these obligations & commitments in a manner consistent with all of our expectations.

Sincerely,  
Adam Kenney  
1 Kennedy Ln., Acton, MA

CC: Acton-Boxborough School Committee Members  
CC: Beth Petr, Assistant to the Superintendent & School Committees  
CC: Kaitlin Maher, Paralegal, Division of Open Government, Office of the Massachusetts Attorney General  
CC: Jamie Eldridge, Massachusetts State Senator, Middlesex Worcester District



7.1.3



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY  
ATTORNEY GENERAL

(617) 727-2200  
(617) 727-4765 TTY  
[www.mass.gov/ago](http://www.mass.gov/ago)

May 30, 2017

Adam Kenney  
1 Kennedy Lane  
Acton, MA 01720

Dear Mr. Kenney:

We understand that on or about May 26, 2017, you filed a complaint with the Acton-Boxborough Regional School Committee ("Committee"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. Our office received notification and a response from the Committee on May 26, 2017.

Under the Open Meeting Law, our office can review a complaint only after at least 30 days have passed since that complaint was filed with the public body. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). Accordingly, our office will open an investigation once the complainant files a request for further review, along with a copy of the initial complaint, with the Division of Open Government after at least 30 days have passed. Our office received a correspondence on May 27, 2017 stating that you were satisfied with the response from the Committee; thus, you are not requesting further review from our office.

We now consider this matter closed. Feel free to contact our office if you have any questions.

Sincerely,

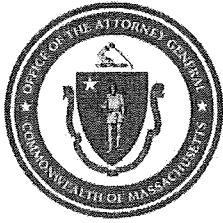
A handwritten signature in black ink, appearing to read "Hanne Rush".

Hanne Rush  
Assistant Attorney General  
Division of Open Government

cc: Beth Petr, Assistant to the Superintendent and School Committee, Acton-Boxborough  
Regional School District  
Acton-Boxborough Regional School Committee

Silverio  
rec'd 5/26/17

7.2.1



The Commonwealth of Massachusetts  
Office of the Attorney General  
One Ashburton Place  
Boston, Massachusetts 02108

**OPEN MEETING LAW COMPLAINT FORM**

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

**Instructions for filing a complaint:**

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
  - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
  - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
  - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

**Instructions for a public body that receives a complaint:**

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the Attorney General a copy of the complaint and a description of any action the public body has taken to address it. At the same time, the body must send the complainant a copy of its response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

**Once the public body has responded to the complaint:**

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).



## OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

### Your Contact Information:

First Name: Gregg Last Name: Silverio

Address: 382 Liberty Square Road

City: Boxborough State: MA Zip Code: 01719

Phone Number: 5084105541 Ext. \_\_\_\_\_

Email: gregg.silverio@alum.rit.edu

Organization or Media Affiliation (if any): \_\_\_\_\_

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual  Organization  Media

### Public Body that is the subject of this complaint:

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Acton-Boxborough Regional School Committee

Specific person(s), if any, you allege committed the violation: \_\_\_\_\_

Date of alleged violation: 2017-05-18

## Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

At the Open Meeting of the Acton-Boxborough Regional School Committee (ABRSC) on 18 May 2017, Dr. Mary Brolin, (then) Chair of the ABRSC, jointly released an announcement with District Superintendent Dr. Glenn Brand which stated that the ABRSC met with Dr. Brand to discuss their respective educational and operational philosophies, and that the ABRSC agreed to conclude the employment relationship with Dr. Brand on 30 June 2017, and agreed to continue paying him the remainder of his contract (through 30 June 2018). At the next Open meeting of the ABRSC on 24 May 2017, the ABRSC and the District's attorney first stated that the discussion with Dr. Brand had not been in Executive Session, then the current Chair of the ABRSC admitted that the discussion did take place in Executive Session for the purpose of deliberating with non-union personnel, but refused to disclose any information regarding the discussion which took place with Dr. Brand.

I believe the ABRSC intentionally violated the Open Meeting Law because (a) the ABRSC did not first convene in an Open Meeting prior to the session, (b) the Chair of the ABRSC did not state the purpose for the Executive Session in an Open Meeting prior to the session, (c) the Chair of the ABRSC did not take a roll-call vote in an Open Meeting to agree to go into Executive Session, (d) the Chair of the ABRSC did not publicly announce whether the Open Meeting would reconvene at the conclusion of the Executive Session, (e) the final vote to execute the employment agreement with Dr. Brand did not take place in an Open Meeting as required for agreements with non-union personnel, and (f) the ABRSC had properly announced, voted on, convened and documented Executive Sessions to discuss collective bargaining with the ABEA (teachers union) and/or other collective bargaining units during the same term and within several months of the meeting and agreement with Dr. Brand, as documented in both the 16 March 2017 ABRSC Open Meeting Minutes and the 15 May 2017 ABRSC Executive Session and Open Meeting Agenda.

<http://www.abschools.org/school-committee/meetings-agendas-packets-and-minutes>

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

As the meeting between the ABRSC and Dr. Brand to discuss their educational and operational philosophies and conclude a contractual agreement did NOT take place in a lawful Executive Session as required by the Open Meeting Law, I hereby request a full, non-redacted copy of the meeting minutes and all documents and exhibits used at the meeting with Dr. Brand in accordance with the law for meeting minutes of Open Meetings and with the Public Records Law.

## Review, sign, and submit your complaint

### I. Disclosure of Your Complaint.

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

### II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

### III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: \_\_\_\_\_



Date: 26 May 2017

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:



Beth Petr &lt;bpetr@abschools.org&gt;

---

## Open Meeting Law Complaint

---

Beth Petr &lt;bpetr@abschools.org&gt;

Fri, May 26, 2017 at 4:37 PM

To: Gregg Silverio &lt;gfire48@gmail.com&gt;

Cc: Amy Krishnamurthy &lt;akrishnamurthy@abschools.org&gt;, AB School Committee &lt;abrsc@abschools.org&gt;

Dear Mr. Silverio,

Attached please find the Draft Open Meeting Minutes of the Executive Session held on 5/2/17 per my earlier email to you.

They are also posted online at <http://www.abschools.org/school-committee/meetings-agendas-packets-and-minutes> under the May 30th meeting materials.

Thank you,

Beth

---

On Fri, May 26, 2017 at 3:56 PM, Beth Petr <bpetr@abschools.org> wrote:

Dear Mr. Silverio,

Thank you for your Open Meeting Law Complaint dated 5/26/17.

The District will respond formally within the deadline, however I wanted to let you know that we have revised the agenda for Tuesday night's School Committee meeting (5/30/17 at 7:30 p.m. in the Jr High Library) to include approval of the Open Meeting section of the Executive Session held on 5/2/17 that I think you are referring to. If I understand your complaint correctly, I think this addresses your complaint items a,b,c and d.

These open meeting minutes will be posted to the SC website with the 5/30/17 meeting materials by the end of today. I would be happy to send you a copy at that time.

Thank you,

Beth

Beth Petr

Assistant to the Superintendent and School Committee

Acton-Boxborough Regional School District

978-264-3306

---

On Fri, May 26, 2017 at 2:38 PM, Gregg Silverio <gfire48@gmail.com> wrote:

Chairwoman Krishnamurthy,

Attached is an Open Meeting Law Complaint form detailing a violation by the Acton-Boxborough Regional School Committee of the Open Meeting Law, Chapter 30A of the Massachusetts General Laws. Also attached is the Open Meeting Law Guide produced by the Office of the Attorney General.

Looking forward to your response.

Sincerely,

Gregg Silverio  
Boxborough, MA

---

 05-02-17 DRAFT OPEN SC Meeting Minutes.pdf  
66K

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE (ABRSC) MEETING  
Draft OPEN MEETING Minutes

Superintendent's Conference Room #13  
ABRSD Administration Building

May 2, 2017  
7:30 Open Meeting  
7:31 p.m. Executive Session

---

*Members Present:* Diane Baum, Brigid Bieber, Mary Brolin, Amy Krishnamurthy, Paul Murphy, Kathleen Neville, Maria Neyland, Deanne O'Sullivan, Kristina Rychlik, Eileen Zhang  
*Members Absent:* Maya Minkin  
*Others:* Glenn Brand, Beth Petr, Attorney Michael J. Long (Long & DiPietro), Attorney David Mandel (Ropes & Gray)

---

1. The ABRSC was called to order by Chairperson Mary Brolin at 7:37 p.m.
2. **Enter Executive Session**

At 7:38 p.m., it was moved by Mary Brolin, seconded by Amy Krishnamurthy and unanimously, **VOTED** by roll call: that the **Acton-Boxborough Regional School Committee** go into Executive Session convened under M.G.L. Chapter 30A, §21(a)(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.

(YES – Baum, Bieber, Brolin, Krishnamurthy, Murphy, Neville, Neyland, O'Sullivan, Rychlik, Zhang)

Dr. Brolin stated that the Committee would return to open session solely to adjourn.

3. **Return to Open Meeting**

The ABRSC returned to Open Session at 12:46 a.m. and adjourned.

Respectfully submitted,  
Beth Petr

List of Documents Used: Agenda



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

7,2,3.

DATE

Jonathan Sclarsic, Esq.  
Assistant Attorney General  
Division of Open Government  
One Ashburton Place  
Boston, MA 02108

RE: Open Meeting Law Complaint received on 5/26/17 - Silverio

Dear Attorney Sclarsic,

On 5/26/17 we received the attached Open Meeting Law Complaint from Mr. Gregg Silverio.

Later that same day, on 5/26/17 we sent Mr. Silverio copies of the draft open meeting minutes of 5/2/17 that were approved on 5/30/17. We have attached those approved open meeting minutes of 5/2/17 here. We believe this satisfies Mr. Silverio's requests a, b, c, and d in the first box on page 2 of the complaint.

Regarding request e (final vote to execute the employment with Dr. Brand did not take place in an Open Meeting), that ratification vote is scheduled to take place at the Open Meeting on 6/8/17. We understand Mr. Silverio's request f as not a request, but an example of how the School Committee properly handled the ABEA collective bargaining contract.

Regarding action requested by the Committee, the confidential executive session minutes of 5/2/17 will be voted for approval at an executive session on 6/8/17. Those minutes, and the documents and exhibits used on 6/8/17, are however not ready for release to the public.

Sincerely,  
Amy Krishnamurthy  
ABRSC Chairperson

CC: Glenn Brand, Ed.D., Superintendent of Schools  
Beth Petr, Executive Assistant to the Superintendent and School Committee  
Gregg Silverio

## SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“Agreement”) is entered into by and between the Acton-Boxborough Regional School District, acting by and through its School Committee (the “School District”) and Dr. Glenn Brand (“Dr. Brand”).

1. **Resignation.** Dr. Brand hereby notifies the School District that he is resigning as Superintendent of Schools, and from all employment by the School District, effective June 30, 2017 (the “Separation Date”). The School District hereby accepts that resignation, effective June 30, 2017, hereby waives any further advance notice from Dr. Brand under Articles VIII and IX of the parties’ Contract of Employment dated February 12, 2014 and as amended by Addenda I, II, and III (the “Employment Contract”), and (pursuant to Articles IX of the Employment Contract) hereby confirms June 30, 2017 as the date on which the resignation is to take effect. Dr. Brand hereby waives any notice from the School District of non-renewal of the Employment Contract. Dr. Brand acknowledges that the School District has taken and will take actions in reliance on this resignation, and that it is irrevocable.

2. **Conclusion of 2016-2017 School Year.** Prior to the Separation Date, Dr. Brand will complete his annual performance evaluations of the School District personnel who directly report to him, and Dr. Brand will provide to the School Committee Chair reasonably satisfactory evidence that these performance evaluations have been completed. Because Dr. Brand has resigned effective June 30, 2017, the School District will not conduct a further annual performance evaluation of Dr. Brand.

3. **Salary Continuation.** (a) Provided that Dr. Brand and an authorized member of the School District Committee have each executed this Agreement and Dr. Brand executes the Supplemental Release and Waiver of Claims (the “Supplemental Release”) attached hereto as Attachment A, and provided that the Agreement and Supplemental Release have both become



effective and enforceable in accordance with their terms, then, during the period July 1, 2017 through June 30, 2018 (the “Salary Continuation Period”), the School District will continue to pay Dr. Dr. Brand his base salary of \$192,816, less regular deductions, in accordance with the School District’s customary payroll practices.

(b) In the event that, during the Salary Continuation Period, Dr. Brand engages in remunerative work (including as an employee, consultant, independent contractor, sole proprietor, partner or otherwise) as an education professional, the School District may reduce (or, if applicable, reduce to no payment) the salary continuation payments made to Dr. Brand by the amount of such alternate earnings. For the avoidance of doubt, it is the intention of the parties that Dr. Brand receive the full salary due under his employment contract during the period July 1, 2017 through June 30, 2018 either solely from A-B or in combination from A-B and other sources for work as an education professional. For example, if Dr. Brand secured employment in which he were paid \$10,000 per month, then during the period of time that he was receiving such alternate compensation, the salary continuation payments from the School District would be reduced by \$10,000 per month. Dr. Brand is not under any affirmative obligation to accept any offer of such remunerative work during the Salary Continuation Period.

4. **Health Insurance Continuation.** During the Salary Continuation Period, provided that Dr. Brand elects and remains eligible for COBRA health insurance continuation coverage, the School District will continue to contribute towards Dr. Brand’s health insurance costs on the same basis as it does from time to time for actively-employed administrators. Following the end of the Salary Continuation Period on June 30, 2018, Dr. Brand may continue COBRA health insurance continuation coverage at his own expense in accordance with the School District’s customary practices, for the remainder of the COBRA continuation period.

5. **Withholdings.** All payments by the School District under this Agreement will be reduced by all taxes and other amounts, including but not limited to, amounts regularly transmitted to MTRS, that the School District is required to withhold under applicable law.

6. **Unemployment Claim.** The School District agrees not to contest any claim that Dr. Brand may file for unemployment benefits to commence on or after June 30, 2018.

7. **Releases and Waivers of Claims.**

(a) The parties want to be certain that this Agreement will resolve any and all concerns that they may have and therefore each must carefully consider its terms, including the mutual releases and waivers of claims set forth in the following paragraphs and (in the case of Dr. Brand) in the Supplemental Release attached as Attachment A. This Agreement, which includes the release and waiver of claims set forth below, and the Supplemental Release attached as Attachment A, each creates legally-binding obligations, and the School District therefore advises Dr. Brand to consult with an attorney before signing either this Agreement or the Supplemental Release. The School District confirms that it has consulted with its legal counsel.

(b) In consideration of the special benefits being provided to Dr. Brand under this Agreement, to which he would not otherwise be entitled, Dr. Brand, on behalf of himself and any representative and all others connected with or claiming through him, irrevocably and unconditionally releases and forever discharges the School District, its past, present and future School Committee members, administrators, employees, and agents (hereafter collectively, "A-B"), whether acting on behalf of the School District or in their individual capacities, from any and all claims, damages, causes of action, rights, charges or grievances (hereafter collectively "claims"), whether in law or equity, of any nature whatsoever, known or unknown, under any contract, agreement, statute, law, or otherwise, that Dr. Brand has had in the past, now has, or might now have against A-B, through the date of his signing of this Agreement, including

without limitation any claims in any way resulting from, arising out of or related to his employment by the School District or the termination of that employment, or arising under the Employment Agreement and/or any and all employment contracts or policies, or pursuant to any federal, state, or local law, regulation or requirement, including as applicable and without limitation, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Mass. Gen. L. c. 151B, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, all as they may be amended, and all other applicable federal, state or local laws, and Dr. Brand hereby waives all such claims.

(c) The School District irrevocably and unconditionally releases, and forever discharges Dr. Brand from any and all claims, whether in law or equity, of any nature whatsoever, known or unknown, under any contract, agreement, statute, law or otherwise, that the School District has had in the past, now has, or might now have against Dr. Brand, including without limitation any claims in any way resulting from, arising out of or related to his employment by the School District or the termination of that employment, and the School District hereby waives all such claims.

(d) Nothing in this Agreement shall be construed to prohibit Dr. Brand from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency, except that Dr. Brand hereby agrees to waive his right to recover monetary damages or other individual relief in any charge, complaint or lawsuit filed by him or by anyone else on his behalf. Nothing in this Agreement limits, restricts, or in any other way affects his communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

8. **Non-Disparagement.** Subject to Section 7(d), Dr. Brand agrees not to make any statement, written or oral, that a reasonably prudent person would conclude disparages the School District or its past, present or future School Committee members, administrators, employees, or agents, or its management, practices, or programs, or which disrupts or impairs its normal operations. The School District shall instruct its School Committee members and all central office administrators with District-wide responsibilities, building principals and assistant principals (by whatever title they are known or identified in the District) not to make any statement, oral or written, that a reasonably prudent person would conclude disparages Dr. Brand or his personal or professional reputation.

9. **Return of Property.** Dr. Brand warrants that he will have returned all School District documents and other property by the Separation Date or such earlier time as the School District may direct.

10. **Mutual Statement to the Community.** Dr. Brand and the School District will issue to the community a mutual statement as attached as Attachment B.

11. **Outside Inquiries.** In response to inquiries from prospective employers that are directed to the School District's Human Resources Department, the School District shall provide Dr. Brand's dates of employment, job title held, and (if expressly authorized in writing) final salary. For the avoidance of doubt, Dr. Brand may request of any individual present or former School Committee member or central office administrator, or any employee of the district, a voluntary personal reference.

12. **Status of Benefits and Taxes.** Except as provided in Paragraph 3, Dr. Brand's participation in School District benefit plans will end as of the Separation Date. Unused accrued vacation time as of June 30, 2017 as reflected on the books of the School District will be paid to Dr. Brand effective on the Separation Date.

13. This Agreement represents the entire agreement between Dr. Brand and the School District with respect to his separation from employment, and supersedes any previous oral and written negotiations, agreements, commitments, representations or writings.

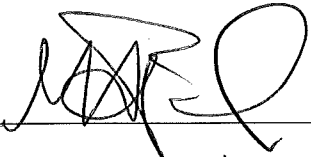
14. Dr. Brand acknowledges that he has been advised by the School District to consult with an attorney before signing this Agreement, and that he has so consulted with an attorney.

15. The parties agree and acknowledge that the considerations exchanged herein do not constitute and shall not be construed as constituting an admission of wrongdoing of any sort on the part of any party.

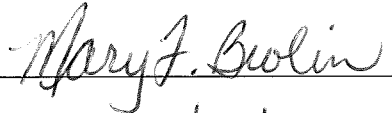
16. Dr. Brand acknowledges that he has read this Agreement and understands its provisions, that he has been given the opportunity to consider this Agreement for twenty-one (21) days before executing it, and that his agreement is knowing and voluntary. For a period of seven (7) days from the date of the execution of this Agreement, Dr. Brand may revoke this Agreement by written notice received by the School District before the expiration of such period, and this Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired and only if he has not timely revoked it.

17. This Agreement is a sealed instrument and will be governed by the laws of the Commonwealth of Massachusetts.

DR. GLENN BRAND

  
\_\_\_\_\_  
Dated: 05/17/17

ACTON-BOXBOROUGH  
REGIONAL SCHOOL DISTRICT,  
acting by and through its SCHOOL  
COMMITTEE

By:   
\_\_\_\_\_  
Dated: 05/17/17

**ATTACHMENT A**

**SUPPLEMENTAL RELEASE AND WAIVER OF CLAIMS**

This Supplemental Release and Waiver of Claims is being given by me for and in consideration of the benefits to which I am not otherwise entitled to be provided to me in accordance with the Agreement between me and the School District dated on or about \_\_\_\_\_, 2017 (the "Agreement"), which is subject to my signing this Supplemental Release and Waiver of Claims.

Now, therefore, I, on my own behalf and on behalf of my representatives and all others connected with or claiming through me, hereby release and forever discharge the School District, its past, present and future School Committee members, administrators, employees, and agents, whether acting on behalf of the School District or in their individual capacities, from any and all claims, damages, causes of action, rights, charges, grievances (hereafter collectively, "claims"), whether in law or equity, of any nature whatsoever, known or unknown, under any contract, agreement, law or otherwise, which I have had in the past, now have, or might now have, against A-B through the date of my signing of this Supplemental Release and Waiver of Claims, including without limitation any claims in any way resulting from, arising out of or related to my employment by the School District or the termination of that employment or arising under the Contract of Employment dated February 12, 2014 and amended by Addenda I, II and III and/or any and all employment contracts or polices or pursuant to any federal, state or local law, regulation or other requirement (including as applicable and without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Mass. Gen. L. c. 151B, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, all as they may be amended, and all other applicable state, federal or local laws, and I hereby waive all such claims.

Nothing in this Supplemental Release and Waiver of Claims shall be construed to prohibit me from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency, to the extent applicable, except that I hereby agree to waive my right to recover monetary damages or other individual relief in any charge, complaint or lawsuit filed by me or by anyone else on my behalf. Nothing in this Supplemental Release and Waiver of Claims limits, restricts or in any other way affects my communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

I acknowledge that I understand that I may not sign this Supplemental Release and Waiver of Claims prior to the Separation Date, as defined in the Agreement, but that I may consider the terms of this Supplemental Release and Waiver of Claims for up to twenty-one (21) days following the Separation Date before signing it. I understand that I may elect to sign this Supplemental Release and Waiver of Claims prior to the expiration of that twenty-one (21) day period, but that I am not required to do so. I also acknowledge that I have been advised by the School District to seek the advice of an attorney prior to signing either the Agreement or this Supplemental Release and Waiver of Claims and to consult with an attorney, if I wished to do so, and to consult with any other person of my choosing before signing; and that I am signing this Supplemental Release and Waiver of Claims knowingly and voluntarily and with a full understanding of its terms. For the period of seven (7) days from the date of my execution of this Supplemental Release and Waiver of Claims, I may revoke it by written notice to the School District before the expiration of such period, and this Supplemental Release and Waiver of Claims shall not become effective or enforceable until this (7) day revocation period has expired and only if I have not timely revoked it.

I further acknowledge that, in signing this Supplemental Release and Waiver of Claims, I have not relied on any promises or representations, express or implied, other than those set forth expressly in the Agreement.

Intending to be legally bound, I have signed this Supplemental Release and Waiver of Claims under seal as of the date written below.

Accepted and agreed:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **ATTACHMENT B**

### **MUTUAL STATEMENT TO THE COMMUNITY**

The Acton-Boxborough Regional School Committee and Dr. Glenn Brand have met to discuss their educational and operational philosophies and have concluded that, in these important matters, their views and interests are not aligned. As a result, and after an open and honest exchange of these views, the parties have concluded their interests are best served by concluding the day to day employment relationship as of June 30, 2017. Dr. Brand will resign as of that date and the Committee will continue to pay Dr. Brand his salary under the effective contract through June 30, 2018, less any interim earnings in the field of education. The parties appreciate the professional manner in which these discussions took place and wish each other well.



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

## School Building Option Recommendations

---

District Master Plan Review Committee

June 8, 2017

*To review the District Master Plan as presented to the Community on 12/8/16 by Dore and Whittier, as well as the Phase I Site and Building Assessments Report of 2/4/16, and to **recommend to the School Committee which of the various options should be pursued***

*DMPRC Subcommittee Charge*

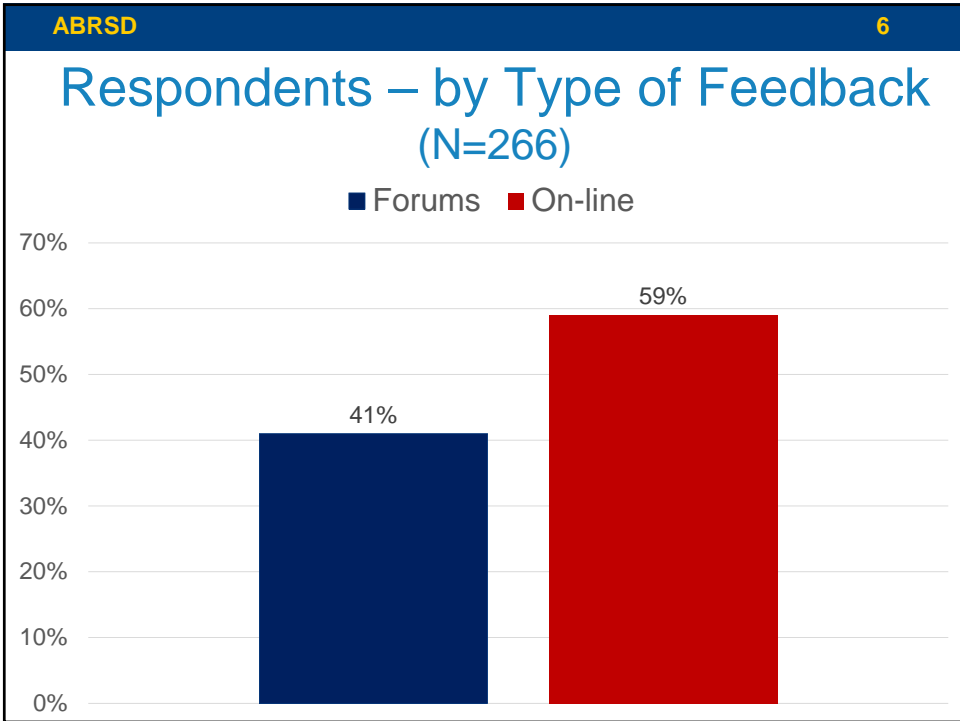
ABRSD		3
<h2>DMPRC Members</h2>		
Marie Altieri*	Glenn Brand*	
Deborah Bookis*	Jason Cole	
Mary Brolin	Melissa Hubbell*	
JD Head*	Jack Kline	
Adam Klein	Leah Lally	
Amy Krishnamurthy	Matt Mehler	
Vanessa Mann*	Lynne Newman*	
Kathleen Neville	Kristina Rychlik	
Andrew Shen*	Chris Whitbeck*	
Peter Berry		
* Ex-Officio Member		

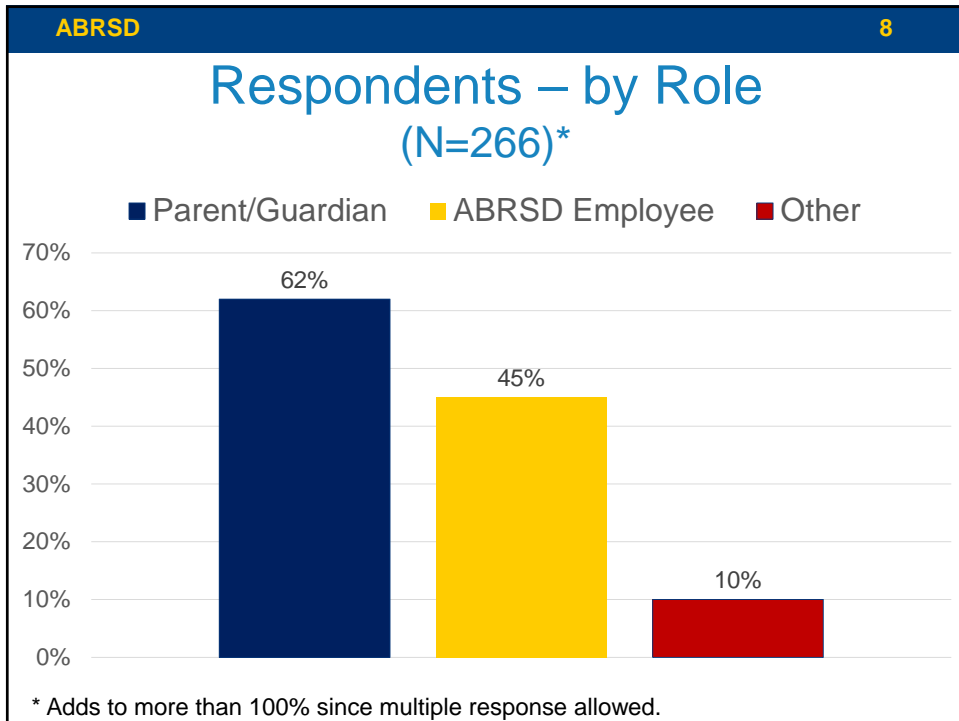
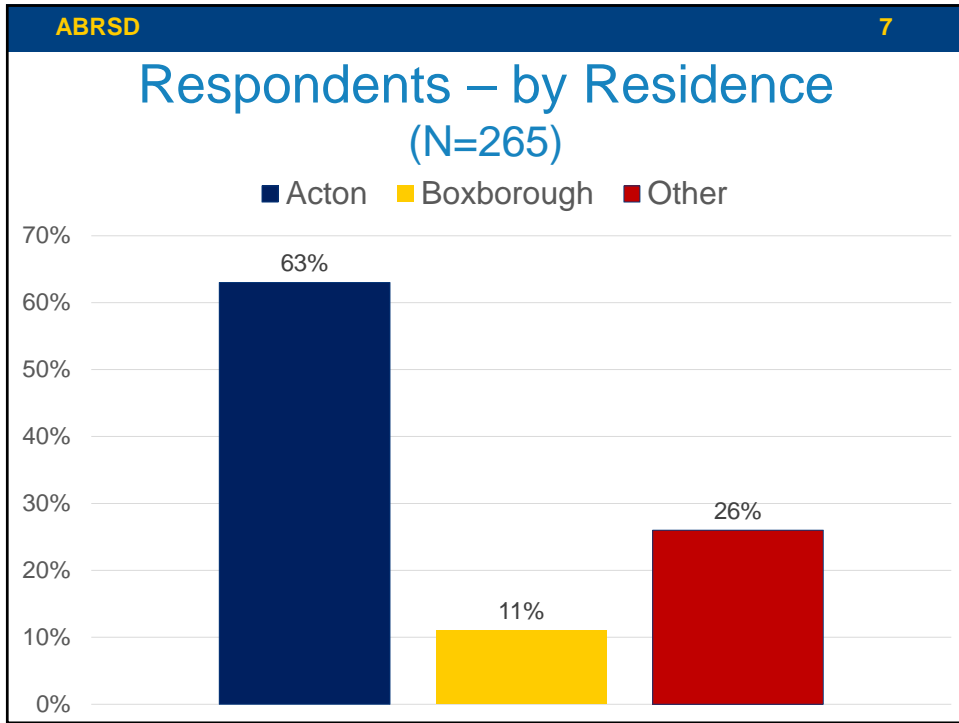
- | ABRSD   |  | 4 |
|---|--|---|
| <h2>DMPRC Process</h2>  |  |   |
| <ul style="list-style-type: none"><li>• Reviewed options, discussed in detail</li><li>• Developed information sheets on Early Childhood Center (ECC) and Middle School pros and cons</li><li>• Developed frequently asked questions (FAQs)</li><li>• Put together forum presentation and supporting materials</li></ul> |  |   |
| <p><i>All materials posted at <a href="http://abschools.org">abschools.org</a></i></p>  |  |   |

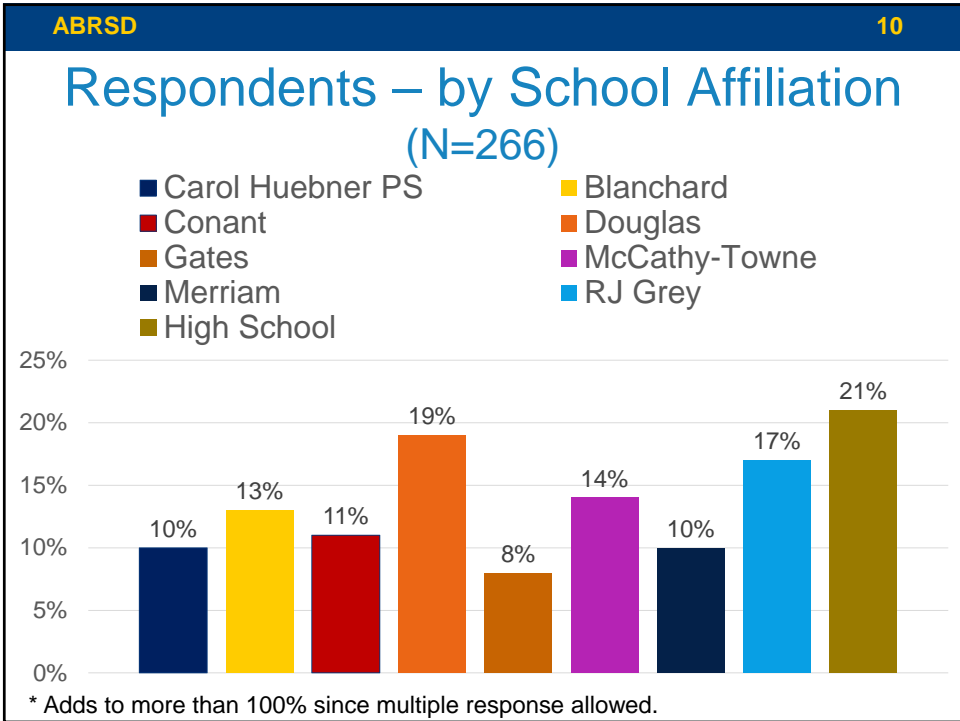
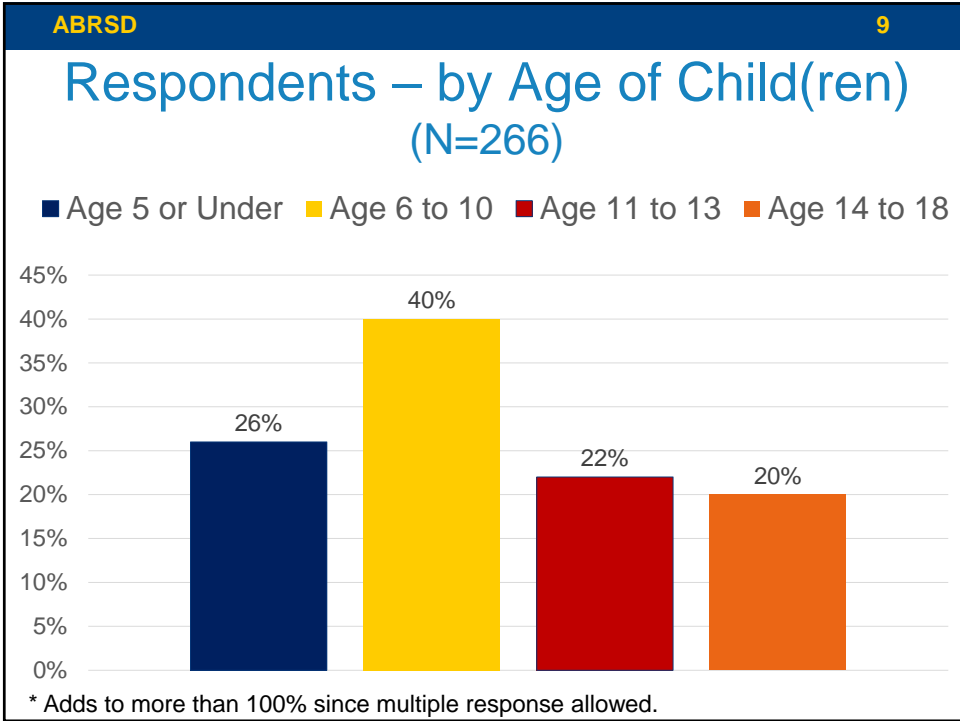
ABRSD 5

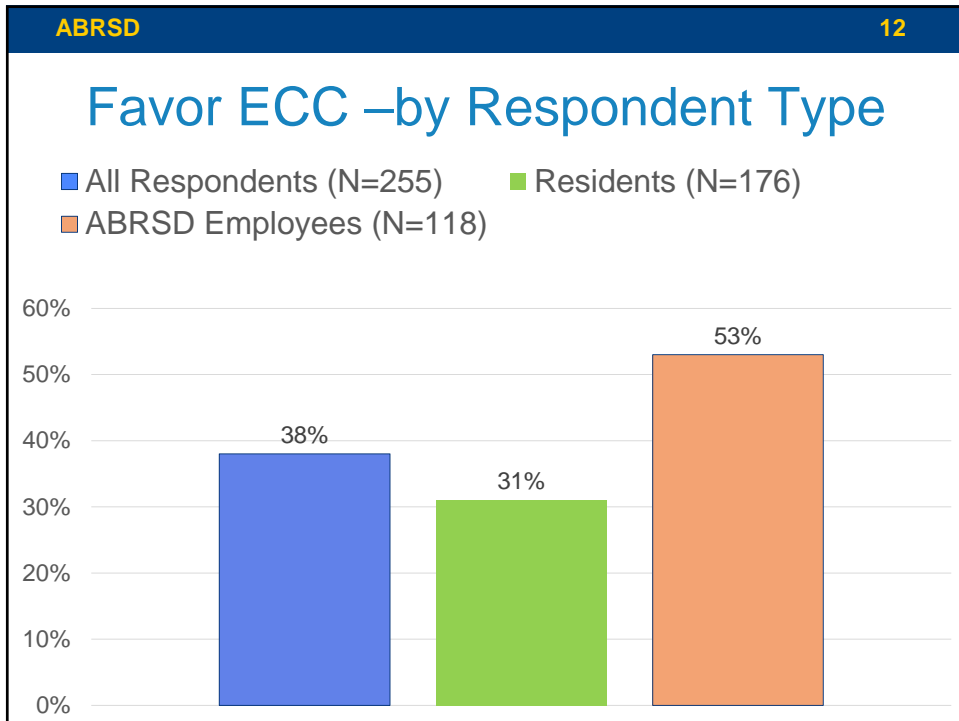
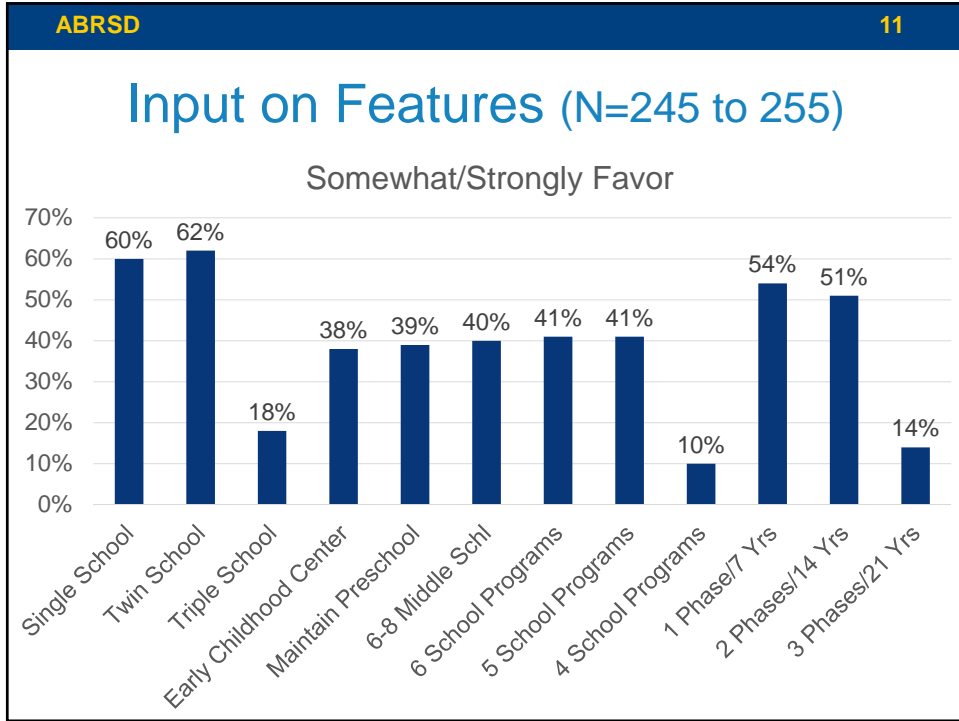
## DMPRC Outreach

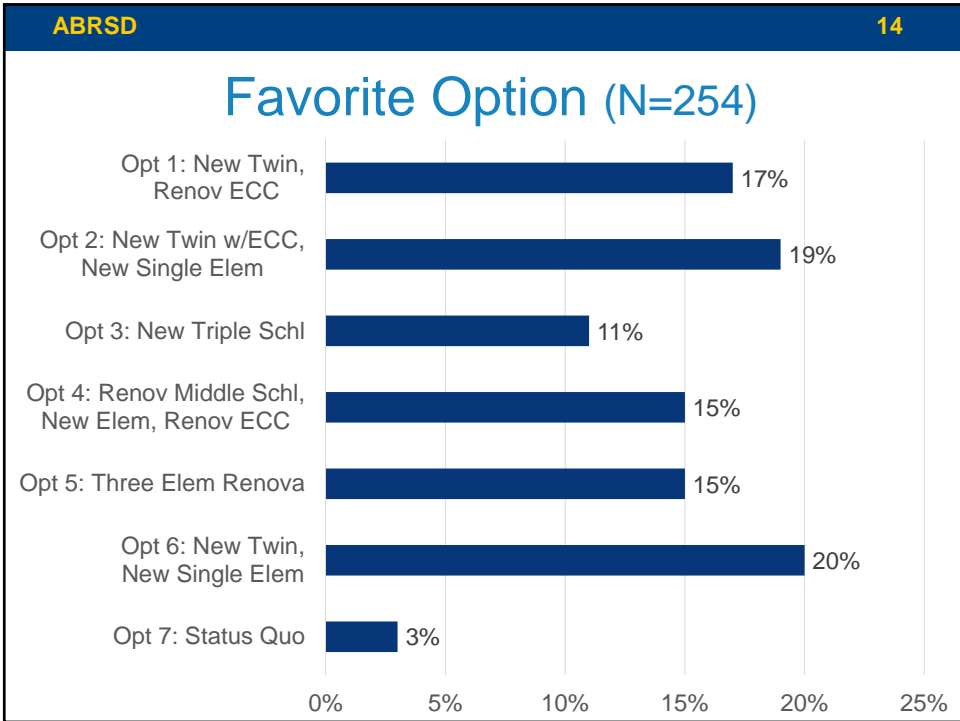
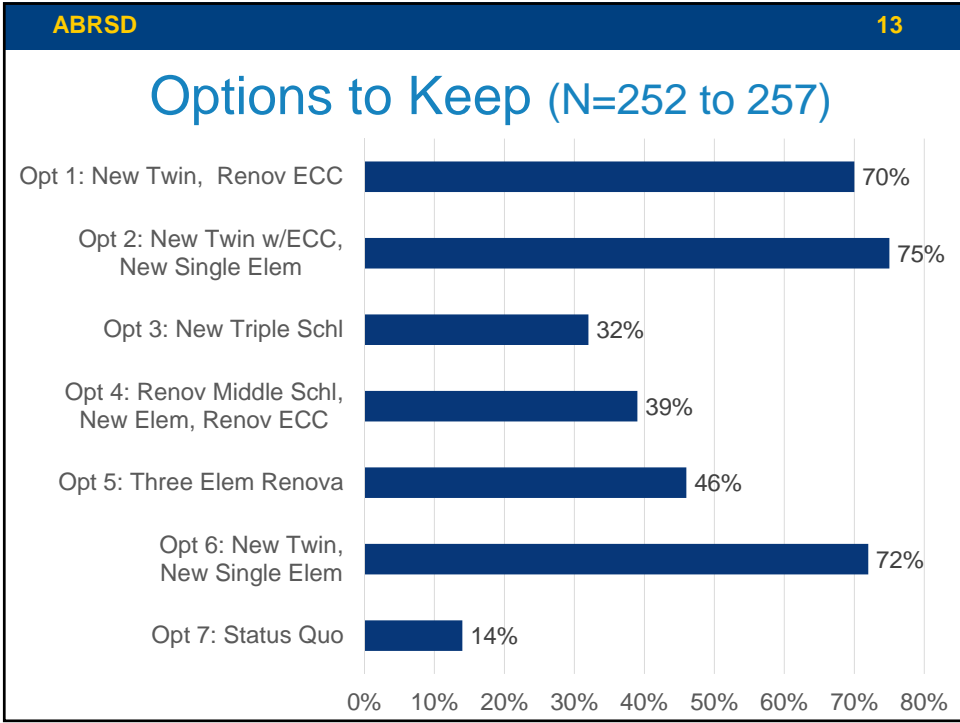
- Forums widely publicized
- Online forum recorded with Acton TV, link on web site (178 views as of 5/14/17)
- Twelve (12) 1-1/2 hour forums held, variety of times/days of week/locations including weekends
  - Acton – 3 evening, 3 daytime
  - Boxborough – 2 evening, 1 daytime
  - Staff – 3 daytime before/after school













## DMPRC Recommendations

- A Twin School that would house either two elementary schools or an elementary school and an early childhood center
- Continue to consider:
  - Option 2 (new twin elementary/ECC & new single elementary); and
  - Option 6 (three new elementary schools, one twin and one single) **that includes a plan to address the needs of preschool students in phase 1.**

## DMPRC Recommendations

- Feedback on grade configurations was mixed. Through this process, however, the DMPRC saw many positive benefits of the early childhood center
- We also recommend investigating grade configurations in greater depth during the design phase, which may result in two different design proposals

## DMPRC Recommendations

- Although Option 1 (new twin elementary and renovated early childhood center) ranked high, pre-school needs led us to recommend dropping Option 1
- We also recommend dropping:
  - Option 3 (new triple school),
  - Option 4 (renovated RJ Grey to middle school, new single elementary, renovated early childhood center),
  - Option 5 (three significant elementary school renovations), and
  - Option 7 (status quo with minor renovations only).



## DISCUSSION AND QUESTIONS

---

**Acton-Boxborough Regional School District  
District Master Plan Review Committee (DMPRC)**

**Summary and Recommendations**

**June 8, 2017**

**The DMPRC subcommittee was charged:**

To review the District Master Plan as presented to the Community on 12/8/16 by Dore and Whittier, as well as the Phase I Site and Building Assessments Report of 2/4/16, and to recommend to the School Committee which of the various options should be pursued.

**DMPRC membership included:**

Marie Altieri\*

Melissa Hubbell\*

Kathleen Neville

Peter Berry

Adam Klein

Lynne Newman\*

Deborah Bookis\*

Jack Kline

Kristina Rychlik

Glenn Brand\*

Amy Krishnamurthy

Andrew Shen\*

Mary Brolin

Leah Lally

Chris Whitbeck\*

Jason Cole

Vanessa Mann\*

JD Head\*

Matt Mehler

\* Ex-Officio Member

**As part of its process, the DMPRC:**

- Reviewed the options shared by Dore and Whittier on 12/8/16, as well as supporting material from the Phase 1 Site and Building Assessments Report of 2/4/16 and the School Master Plan and Feasibility Study of 12/8/16, including detailed information from the Visioning Group and Principals Workshops;
- Discussed the options in detail;
- Developed information sheets on Early Childhood Center (ECC) and Middle School pros and cons;
- Developed frequently asked questions (FAQs); and
- Put together a forum presentation and supporting materials.

**The DMPRC then conducted significant outreach including:**

- Widely publicizing the forums;
- Offering an online forum recorded with Acton TV, with a link on the ABRSD web site (178 views as of 5/14/17) and an opportunity for online feedback;
- Holding twelve (12) 1-1/2 hour forums, across a variety of times/days of week/locations including weekends:
  - Acton – 3 evening, 3 daytime
  - Boxborough – 2 evening, 1 daytime
  - Staff – 3 daytime before/after school
- Collecting surveys at each of the forums and online, with a total of 266 completed surveys.

**DMPRC members then summarized and reviewed the findings (see summary below).**

**Based on the findings, the DMPRC recommends that the School Committee move forward with plans for a Twin School that would house either two elementary schools or an elementary school and an early childhood center. Feedback on grade configurations was mixed. Through this process, however, the DMPRC sees many positive benefits of the early childhood center. Thus, we recommend investigating grade configurations in greater depth during the design phase, which may result in two different design proposals.**

- The DMPRC recommends that the School Committee continue to consider:
  - Option 2 (new twin elementary/ECC & new single elementary); and
  - Option 6 (three new elementary schools, one twin and one single) **that includes a plan to address the needs of preschool students in phase 1.**
- Although Option 1 (new twin elementary and renovated early childhood center) ranked high, the DMPRC has come to realize that the need to address appropriate space for pre-school students is high and we, therefore, do not want to delay addressing this issue. Thus, we recommend dropping Option 1.
- We also recommend dropping:
  - Option 3 (new triple school),
  - Option 4 (renovated RJ Grey to middle school, new single elementary, renovated early childhood center),
  - Option 5 (three significant elementary school renovations) , and
  - Option 7 (status quo with minor renovations only).

## Summary of Community Feedback on Building Options

Three out of five responses (59%) came through the on-line survey, and two out of five (41%) came through the forums (see Table 1). Proportionately more ABRSD employees answered on-line and more residents through the forums.

	All Respondents		All Residents		ABRSD Employees	
	N	%	N	%	N	%
Forums	110	41%	78	42%	44	37%
On-Line	156	59%	107	58%	75	63%
Total	266		185		119	

Three out of five responses (63%) came from Acton residents, 11% from Boxborough residents and 26% from others (see Table 2).

	All Respondents		All Residents		ABRSD Employees	
	N	%	N	%	N	%
Acton	166	63%	151	81%	46	39%
Boxborough	30	11%	29	16%	7	6%
Other	69	26%	3	3%	66	55%
Total	265		185		119	

Three out of five responses (62%) came from parents/guardians, seven out of ten (70%) from all residents (including parents/guardians) and about half (45%) from ABRSD employees (see Table 3).

	All Respondents		All Residents		ABRSD Employees	
	N	%*	N	%*	N	%*
Parent/Guardian	165	62%	165	89%	36	30%
Other Resident	22	8%	22	12%	6	5%
ABRSD Employee	119	45%	42	23%	119	100%
Town Board Member	9	3%	9	5%	0	0%
Other	4	2%	2	1%	0	0%
Total	266		185		119	

\*Adds to more than 100% since multiple response allowed.

One out of four responses (26%) came from parents/guardians with children 5 and under, 40% from parents/guardians with children 6 to 10, 22% from parents/guardians with children 11 to 13, and 20% from parents/guardians with children 14 to 18 (see Table 4).

Table 4. Respondents with Children in Each Age Group (multiple response allowed)						
	All Respondents		All Residents		ABRSD Employees	
	N	%*	N	%*	N	%*
Age 5 or under	69	26%	59	32%	15	13%
Age 6 to 10	107	40%	98	53%	20	17%
Age 11 to 13	58	22%	52	28%	22	18%
Age 14 to 18	53	20%	44	24%	31	26%
Total	266		185		119	

\*Adds to more than 100% since multiple response allowed.

Table 5 shows the percentage of respondents connected to each of our schools. The schools most represented include the High School, Douglas, and RJ Grey, although all schools had some representation. ABRSD employees were most connected to the High School, RJ Grey, and the Carol Huebner Preschool.

Table 5. School Connections Among Respondents (multiple response allowed)						
	All Respondents		All Residents		ABRSD Employees	
	N	%*	N	%*	N	%*
Carol Huebner PS	27	10%	14	8%	20	17%
Blanchard	34	13%	29	16%	9	8%
Conant	29	11%	20	11%	17	14%
Douglas	51	19%	48	26%	11	9%
Gates	21	8%	12	6%	13	11%
McCarthy-Towne	38	14%	30	16%	16	13%
Merriam	26	10%	21	11%	12	10%
RJ Grey	45	17%	36	20%	20	17%
High School	55	21%	47	25%	29	24%
Total	266		185		119	

\*Adds to more than 100% due as multiple response allowed.

Table 6 shows the features of the building options and how respondents rated them.

- All respondents, residents and ABRSD employees supported a single school (60% somewhat favor or strongly favor overall).
- There was also strong support among all groups for a twin school (62% somewhat favor or strongly favor overall).
- Overall, respondents, residents and ABRSD employees did not support a triple school (67% somewhat oppose or strongly oppose overall).
- Respondents were split on an Early Childhood Center with 38% somewhat or strongly favoring this feature and 40% somewhat or strongly opposing this feature. Residents were less supportive of an ECC, while ABRSD employees were more supportive.
- The majority of respondents were neutral (44%) about maintaining preschools in Acton and Boxborough. Among those who were not neutral, there was more support for maintaining preschool programs in both towns.
- Respondents were split on a grade 6-8 middle school, with a fairly even distribution across all response categories. From discussions and some written comments, there was some general interest, but the loss of MSBA funding in this model influenced perceptions.
- In general, respondents favored five or six elementary programs across the district compared to four programs.
- Respondents also favored completing the work in 1 phase over 7 years or 2 phases over 14 years. There was much less support for a three-phase/21-year project.

Table 6. Respondent Feedback on Specific Features						
	N	% Strongly Oppose	% Somewhat Oppose	% Neutral	% Somewhat Favor	% Strongly Favor
<b>a. Single school</b>						
All respondents	245	5%	7%	28%	28%	32%
All residents	169	5%	7%	29%	25%	34%
ABRSD Employees	112	5%	5%	27%	32%	31%
<b>b. Twin school</b>						
All respondents	249	3%	10%	25%	37%	25%
All residents	171	3%	9%	26%	37%	25%
ABRSD Employees	115	4%	8%	22%	40%	26%
<b>c. Triple school</b>						
All respondents	247	46%	21%	15%	10%	8%
All residents	170	42%	25%	16%	8%	9%
ABRSD Employees	113	55%	15%	12%	12%	6%

Table 6. Respondent Feedback on Specific Features						
	N	% Strongly Oppose	% Somewhat Oppose	% Neutral	% Somewhat Favor	% Strongly Favor
<b>d. An ECC</b>						
All respondents	255	23%	17%	22%	17%	21%
All residents	176	27%	21%	21%	16%	15%
ABRSD Employees	118	12%	12%	23%	19%	34%
<b>e. Maintain preschools in Acton &amp; Boxborough</b>						
All respondents	252	7%	10%	44%	19%	20%
All residents	173	5%	9%	45%	20%	21%
ABRSD Employees	118	11%	12%	42%	18%	17%
<b>f. Grade 6-8 middle school</b>						
All respondents	252	19%	18%	23%	22%	18%
All residents	173	22%	16%	20%	25%	17%
ABRSD Employees	118	16%	23%	25%	20%	16%
<b>g. 6 elementary programs</b>						
All respondents	251	7%	10%	42%	21%	20%
All residents	173	7%	11%	43%	21%	18%
ABRSD Employees	117	6%	9%	37%	27%	21%
<b>h. 5 elementary programs</b>						
All respondents	251	6%	10%	43%	33%	8%
All residents	174	5%	7%	44%	36%	8%
ABRSD Employees	119	6%	15%	38%	32%	9%
<b>i. 4 elementary programs</b>						
All respondents	250	26%	33%	31%	6%	4%
All residents	174	23%	33%	32%	7%	5%
ABRSD Employees	119	30%	37%	27%	4%	2%
<b>j. Done in 1 phase over 7 yrs</b>						
All respondents	253	6%	12%	28%	29%	25%
All residents	177	7%	11%	31%	26%	25%
ABRSD Employees	119	4%	17%	22%	32%	25%
<b>k. Done in 2 phases over 14 yrs</b>						
All respondents	255	6%	12%	31%	37%	14%
All residents	176	5%	10%	32%	35%	18%
ABRSD Employees	117	6%	15%	29%	39%	11%
<b>l. Done in 3 phases over 21 yrs</b>						
All respondents	254	38%	28%	20%	11%	3%
All residents	176	36%	28%	21%	11%	4%
ABRSD Employees	116	40%	29%	19%	11%	1%



Table 7 shows the percent of respondents wanting to eliminate and keep each option. The responses were similar across all groups.

- The majority of respondents wanted to keep Option 1 (new twin and renovated ECC), Option 2 (new twin with ECC and new single elementary school), and Option 6 (three new elementary schools, one twin and one single).
- Conversely, the majority of respondents wanted to eliminate Option 7 (status quo with minor renovations only) and Option 3 (new triple school).
- Most respondents were not in favor of keeping Option 4 (renovate junior high, new elementary school and renovated ECC) or Option 5 (three significant elementary school renovations).

Table 7. Eliminate or Keep Options									
	All Respondents			All Residents			ABRSD Employees		
	N	% Eliminate Option	% Keep Option	N	% Eliminate Option	% Keep Option	N	% Eliminate Option	% Keep Option
Option 1: New Twin School and Renovated ECC	257	30%	70%	177	32%	68%	118	22%	78%
Option 2: New Twin School & New Single Schl	252	25%	75%	175	25%	75%	114	20%	80%
Option 3: New Triple School	254	68%	32%	176	67%	33%	116	72%	28%
Option 4: Renovate Junior high to Middle, New Single Elem Schl and Renovated ECC	252	61%	39%	178	61%	39%	110	61%	39%
Option 5: Three Significant Elem Schl Renovations	258	54%	46%	178	51%	49%	118	58%	42%
Option 6: Three New Elem Schls, One Twin and One Single	255	28%	72%	176	26%	74%	118	30%	70%
Option 7: Status Quo with Minor Renovations Only	255	86%	14%	175	85%	15%	118	88%	12%

When asked to select their favorite option, respondents overall still favored Option 1 (17% -- new twin and renovated ECC), Option 2 (19% -- new twin with ECC and new single elementary school), and Option 6 (20% -- three new elementary schools, one twin and one single) (see Table 8).

- Residents favored Options 6 (21%), 2 (19%) and 5 (17%), while ABRSD staff favored Options 1 (22%), 2 (21%) and 6 (19%).
- Comparatively, there was some support for all options except Option 7 (status quo with minor renovations only).

<b>Table 8. Favorite Options</b>			
	<b>All Respondents</b>	<b>All Residents</b>	<b>ABRSD Employees</b>
	% Favorite Option (N=254)	% Favorite Option (N=176)	% Favorite Option (N=116)
Option 1: New Twin School and Renovated Early Childhood Center	17%	14%	22%
Option 2: New Twin School and New Single School	19%	19%	21%
Option 3: New Triple School	11%	13%	7%
Option 4: Renovate Junior high to Middle School, New Single Elementary School and Renovated Early Childhood Center	15%	11%	17%
Option 5: Three Significant Elementary School Renovations	15%	17%	13%
Option 6: Three New Elementary Schools, One Twin and One Single	20%	21%	19%
Option 7: Status Quo with Minor Renovations Only	3%	5%	1%

When asked to rank the top 3 features that influenced their decisions about which options to keep or eliminate, respondents selected the size of the building (50%), the number of phases/time to completion (42%) and number of elementary programs across the district (40%) (See Table 9). Residents were also influenced by the likelihood of MSBA funding to support the project (43%) and ABRSD employees were also influenced by whether there was an early childhood center (40%).

<b>Table 9. Features that Influenced Respondents' Decisions</b>						
<b>Ranking of Features</b>	<b>All Respondents</b>		<b>All Residents</b>		<b>ABRSD Employees</b>	
	<b>Top 3 Influences (266)</b>	<b>Top 3 Influences (%)</b>	<b>Top 3 Influences (185)</b>	<b>Top 3 Influences (%)</b>	<b>Top 3 Influences (119)</b>	<b>Top 3 Influences (%)</b>
Size of building (e.g., single, twin or triple)	133	50%	89	48%	67	56%
Whether or not there is an Early Childhood Center	85	32%	50	27%	48	40%
Number of elementary school programs across the district (e.g., 6, 5 or 4)	106	40%	75	40%	52	44%
Number of phases/time to completion	113	42%	81	44%	50	42%
Likelihood of MSBA funding to support the project	96	36%	79	43%	31	26%
Lifespan of the improvements	64	24%	49	26%	20	17%
Costs of the improvements	65	24%	52	28%	18	15%

### Additional Information on Early Childhood Center

DMPRC Committee members asked for more detail about preferences related to the Early Childhood Center (ECC) among ABRSD employees in the Carol Huebner Preschool, Boxborough residents and parents/guardians with children 5 years old and younger.

Table 10 shows that:

- ABRSD employees in the Carol Huebner Preschool (n=20) overwhelmingly support an ECC (80% strongly favor, 15% somewhat favor);
- Boxborough residents (n=29) do not support an ECC (62% strongly or somewhat oppose, another 10% neutral); and
- Parents/Guardians of children ages 5 and under do not support an ECC (58% strongly or somewhat oppose, another 17% neutral).

Table 10. Feedback on Early Childhood Center by Specific Populations						
	N	% Strongly Oppose	% Somewhat Oppose	% Neutral	% Somewhat Favor	% Strongly Favor
All respondents	255	23%	17%	22%	17%	21%
All residents	176	27%	21%	21%	16%	15%
ABRSD Employees	118	12%	12%	23%	19%	34%
ABRSD Employees at Carol Huebner Preschool	20	5%	0%	0%	15%	80%
Boxborough	29	52%	10%	10%	18%	10%
Acton	158	21%	22%	23%	16%	18%
Have children 5 and under	66	35%	23%	17%	13%	12%

Among the respondents whose choices were influenced by whether or not there was an ECC (n=78 who answered both questions), 49% were strongly or somewhat opposed to an ECC, 43% were strongly or somewhat favorable toward an ECC and 8% were neutral.

## Summary of Open-Ended Responses

The survey included three open-ended questions. The responses are summarized below.

Topic	Positive Comments	Concerns
Early Childhood Center	21	26
6-8 Middle School	27	11
Twin School	17	11
Triple School		49
Number of Programs	2	4
Cost Concerns		21
Time to completion		16
Town specific considerations		10
Process	15	

### **ECC/Early Childhood Center/ PreK**

21 positive comments

26 comments with concerns

Specific comments include:

- Preference to keep PreK and K at Blanchard
- 8 comments about transitions after one year
- Excited to have PreK and K in one building
- Addresses space in all buildings
- Identify students in need of services sooner
- Concerns about the need for PreK space not being addressed if we don't have an ECC
- Will the space be flexible enough if it needs to be repurposed?
- Concerns about Kindergartners not being with older students

### **6-8 Middle School**

27 positive comments

11 comments with concerns

Specific comments include:

- The Jr. High would be better balanced by the addition of 6th grade
- Seven years in one school is too long
- Concern that the middle school would be a huge school
- Concern about interrupting looping
- Social influence of older kids on 6th grade students
- Delay of MSBA funding
- Having students for 3 years would be better
- Continuity of curriculum

### **Twin School**

17 positive comments

11 comments with concerns

Specific comments include:

- 3 comments about improving spaces as compared to the Parker Damon Building and including more smaller spaces
- Impact on neighbors
- Two elementary schools connected could provide for more collaboration
- I chose a small school because the twin school felt intimidating

### **Triple School**

49 comments with concerns

Specific comments include:

- 27 comments with concerns about traffic
- Size
- Busing
- Communication and collaboration among 3 schools sharing space
- Impact on neighbors

### **Number of Programs**

2 positive comments

4 comments with concerns

Specific comments include:

- Would allow schools to look at programs in a new way
- Triple school would have too many programs
- One comment to eliminate choice altogether
- Preserving school culture

## **Financial Impact/Cost**

21 comments about the cost being a factor

Specific comments include:

- Operational costs of new buildings
- Passing Town Meeting in both towns
- Override would be too large
- Just fixing schools will cost too much

## **Time to Completion**

16 comments about the concern of it taking too long to complete

Doing this in two phases allows for an adjustment if enrollment (changes).

## **Town Specific Considerations**

10 town specific comments

Specific comments include:

- 3 comments about Boxborough having its own PreK
- 3 comments about getting approval in both towns
- 1 comment about providing better access to ECC for both towns
- 1 comment about Boxborough having its own elementary school

## **Process**

15 comments thanking the committee for a thorough and informative process.

Sample Comment: *Thank you for your hard work! Such a lot of intelligent work has gone into this decision. A great job. I have confidence the Committee will make the best choice.*

## **Overarching Comments:**

*The biggest challenge will be embracing change. Any configuration or arrangement can work, but it may be different than what people are used to and will have pros and cons.*

*Having new, modern facilities in Acton is very exciting. Acton's population has changed significantly and teaching methods, technology, et. have also changed significantly since Douglas, Gate, Conant were built. Changes to the buildings are essential to keep up with other changes.*

*Working in a building which is designed with consideration for current needs in education. Children will benefit when their are appropriate spaces for specialists (sped, sp/lang, reading, counselors), including spaces for small group support. Specialized or individual instruction is not very "special" when it is provided in a noisy distracting hallway, closet space, or over crowded resource room.*

## Eligibility Period Schedule of Deliverables

### Acton-Boxborough Regional School District CT Douglas Elementary School

MSBA Board of Director Meeting – February 15, 2017

<b>Eligibility Period Commences – April 3, 2017</b>		
MODULE ONE - Eligibility Period		
Deliverable	Days	Due Date and Status
Initial Compliance Certification	30	May 3, 2017 Required ✓
School Building Committee	60	June 2, 2017 Required ✓
Educational Profile Questionnaire	90	July 3, 2017 Required
Online Enrollment Projection	90	July 3, 2017 Required
Enrollment/Certification Executed	180	October 2, 2017 Required
Maintenance and Capital Planning Information	180	October 2, 2017 Required
Local Vote Authorization	270	December 29, 2017 Required
Feasibility Study Agreement	270	December 29, 2017 Required
<b>Eligibility Period Concludes – December 29, 2017</b>		

*Note: If the District has concerns about meeting any of the following deadlines, please let the MSBA know on or before April 3, 2017. The MSBA will require Districts that are unable to complete the preliminary requirements within the timeframes noted for each to withdraw its SOI and reapply when the District has the financial and community support required.*





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

# Homework Policy

Draft Policy

---

Deborah Bookis, Assistant Superintendent for Teaching and Learning

# Homework Review Policy Timeline

<b>Oct. 19, 2016</b>	<b>School Leadership Team (SLT)</b> <ul style="list-style-type: none"><li>shared how homework is presently viewed in each of the schools, what is in place, and what has been communicated;</li><li>discussed the work that is planned at each school</li></ul>
<b>Oct. 26, 2016</b>	<b>District Leadership Team (DLT)</b> <ul style="list-style-type: none"><li>reviewed Challenge Success student survey quantitative results on homework using 3As protocol: Agree, Assumptions, and Argue.</li></ul>

# Homework Review Policy Timeline

<p><b>Feb. 6, 2017</b> <b>Mar. 1, 2017</b></p>	<p><b>Planning group</b></p> <ul style="list-style-type: none"><li>● reviewed the DLT feedback for patterns/themes;</li><li>● used patterns and themes to review current district policy and write draft for beginning feedback;</li><li>● identified readings to help us clarify understanding of emerging questions or concerns (from the patterns/themes) and questions about the draft policy.</li></ul>
<p><b>Mar. 29, 2017</b></p>	<p><b>SLT</b></p> <ul style="list-style-type: none"><li>● read draft policy and readings to answer specific questions about draft;</li><li>● discussed in small and large groups and incorporated feedback into draft;</li><li>● shared next draft digitally</li></ul>

# Homework Review Policy Timeline

<b>Apr. 12, 2017</b>	<b>SLT</b> <ul style="list-style-type: none"><li>• read draft policy #2 and in small groups provide feedback on: order/organize of information in the policy, equity language (aligned with District values) reading statement, weekends and vacations, frequency;</li><li>• discussed and shared where schools are presently in relation to current draft.</li></ul>
<b>Apr. 26, 2017</b>	<b>SLT</b> <ul style="list-style-type: none"><li>• read draft #3 digitally beforehand for rewriting/comments;</li><li>• read draft together at meeting;</li><li>• agreed on final language of draft.</li></ul>

# Homework Review Policy Timeline

<b>May 3, 2017</b> <b>June 6, 2017</b>	<b>School Committee Policy Subcommittee</b> <ul style="list-style-type: none"><li>shared timeline and final draft with SC Policy Subcommittee</li></ul>
<b>May 18, 2017</b>	<b>School Committee Meeting</b> <ul style="list-style-type: none"><li>announced draft policy would be discussed at both June School Committee Meetings</li></ul>
<b>June 8, 2017</b> <b>June 22, 2017</b>	<b>School Committee</b> <ul style="list-style-type: none"><li>present homework final draft policy</li><li>first and second reads of draft policy</li></ul>

# Homework Policy Foundation



# Draft Homework Policy

**First paragraph states purpose of homework:**

*Support student engagement in the classroom*



District Core Value - Engagement

- *We provide engaging educational opportunities where students develop passion and joy for learning*

Statement from Challenge Success

- *Changing the Conversation About Homework from Quantity and Achievement To Quality and Engagement*

# Draft Homework Policy



## **Second paragraph speaks to student and family wellness:**

- The District also recognizes and supports the need for students and families to have playtime, downtime and family time (PDF).
- These three “periods of time” promote wellness and balance in our students’ lives as well as opportunities to engage in activities that they choose.

## District Core Value - Wellness

- *We partner with families to prioritize social emotional wellness, which is necessary for learning and developing resilience*



# Draft Homework Policy



## Fourth paragraph speaks to equity:

- To ensure all students have equitable access to programs and curricula, the information for any homework assignment should be clear and specific so that the student can complete the assignment independently.
- Homework assignments should take into consideration individual student differences, needs and available resources.
- Furthermore, homework should not require the use of materials not readily available in all homes.

## District Core Value - Equity

- *We ensure all students have equitable access to programs and curricula to reach their potential*

# Homework Policy Foundation



**WELLNESS**

**EQUITY**

**ENGAGEMENT**

# Frequency of Homework

- Provides parameters for the district
- Allows for programmatic individuality of schools
- Most importantly, supports professional decision-making of our educators who will use the purpose of homework as their guide

# Frequency of Homework

(Specific implementation can be found in individual school handbooks and/or websites)

**Grades K-2:** Students will have no homework except for an occasional activity that may include other people.

**Grades 3-4:** Students may occasionally have an assigned activity.

**Grades 5-6:** Students may have homework more frequently, Monday through Thursday.

**Grades 7-12:** Students can expect homework in one or more subjects nightly.

# Vacations and Long Weekends

## **Vacations K-12**

Homework will not be assigned with the expectation that it be worked on and/or completed during any school vacations. Long-term projects assigned before a vacation can not have a due date earlier than the Thursday after a vacation.

## **Long Weekends K-12**

Homework will not be assigned over long weekends, including all holiday and religious long weekends, and those marked by a district-wide closing. When there is no school on Monday, in-class assessments will not be scheduled earlier than the following Wednesday.

# Mid-Years, MCAS & Religious Holidays

## **Mid-years - high school only**

Mid-years - No assessments given or homework during mid-year week, except for homework directly related to exam preparation.

## **MCAS**

Grades 3-8: Nights prior to MCAS testing are homework free.

High School: Limit homework to twenty minutes per night per course

## **Religious Holidays**

For practices related to religious holidays, please refer to District policy IMD-R located on the district website: <http://www.abschools.org/school-committee/policies/section-i>

# Life-Long Readers

**Third paragraph speaks to independent “choice” reading:**

Research shows this kind of reading improves student academic and social and emotional learning.

Independent reading of student-chosen text, coupled with hearing stories and conversations, are powerful activities students can engage in that foster their growth and well-being.

Independent choice reading is highly encouraged and will not be assigned.

# Conditions to Create Life-Long Readers

**Read *with* Children** - Pam Allyn, *The Power and Joy of Reading with Your Child*

- Develop shared values
- Fall in love with language
- Build comprehension
- Learn the power of story



*The single most important thing you can do for your family may be the simplest of all: develop a strong family narrative. The ones who know a lot about their families tend to do better when they face challenges.*

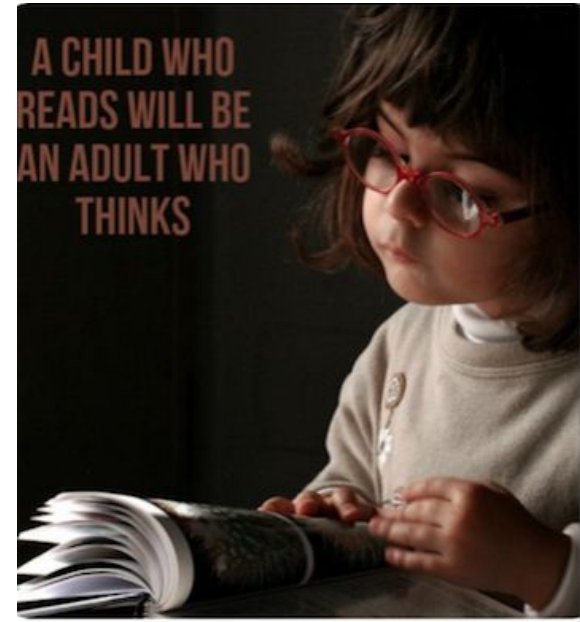
*-Bruce Feiler, "The Stories That Bind Us," The NY Times, March 2013*



# Conditions to Create Life-Long Readers

**Read *with* Children** - Pam Allyn, *The Power and Joy of Reading with Your Child*

- Learn about classic text structures
- Build critical reading skills
- Visit many worlds/hear many voices (mirrors and windows)



# Conditions to Create Life-Long Readers

**Ritual** - read aloud to children, create regular times for reading in schools and homes

**Environment** - create physical and mental spaces for independent reading

**Access** - student libraries, classroom libraries, school libraries, public libraries, e-readers, different genres

**Dialogue** - mutual inquiry of the book and life

**Love** - and modeling being a reader



# Life-Long Readers

## Family Learning Series

***Pam Allyn***

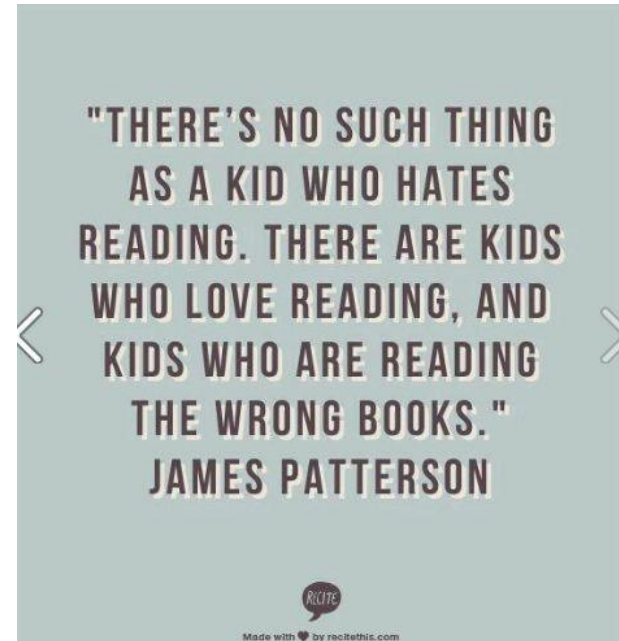
*Engaging Read-Alouds (2015)*

*Why Summer Reading? (2016)*

**November 7, 2017**

***Steven Layne***

*What Parents and Caregivers Can Do to Nurture Lifetime Readers*



You're never too old,  
too wacky, too wild,  
to pick up a book  
and read to a child.

-Dr. Seuss

## Homework Policy

First Read for 6/8/17 SC meeting

||.  
and 18.2.1  
File: IKB

The purpose of homework, when assigned, is to support student engagement in the classroom. The term "homework" refers to an assignment/activity that supplements and/or supports class instruction. Homework should increase in complexity with the maturity of the student. This can be established through activities and assignments that encourage students to investigate for themselves and to work independently as well as with others.

The District also recognizes and supports the need for students and families to have playtime, downtime and family time (PDF). These three "periods of time" promote wellness and balance in our students' lives as well as opportunities to engage in activities that they choose.

One such activity, which abundant research supports, is independent "choice" reading. This kind of reading has been shown to improve student academic and social and emotional learning. Independent reading of student-chosen text, coupled with hearing stories and conversations, are powerful activities students can engage in that foster their growth and well-being. Independent choice reading is highly encouraged and will not be assigned.

To ensure all students have equitable access to programs and curricula, the information for any homework assignment should be clear and specific so that the student can complete the assignment independently. Homework assignments should take into consideration individual student differences, needs and available resources. Furthermore, homework should not require the use of materials not readily available in all homes.

**Frequency of homework** (Specific implementation can be found in individual school handbooks and/or websites)

**Grades K-2:** Students will have no homework except for an occasional activity that may include other people.

**Grades 3-4:** Students will occasionally have an assigned activity.

**Grades 5-6:** Students may expect homework more frequently, Monday through Thursday.

**Grades 7-12:** Students should expect homework in one or more subjects nightly.

### **Vacations K-12**

Homework will not be assigned with the expectation that it be worked on and/or completed during any school vacations. Long-term projects assigned before a vacation can not have a due date earlier than the Thursday after a vacation.

### **Long Weekends K-12**

Homework will not be assigned over long weekends, including all holiday and religious long weekends, and those marked by a district-wide closing. When there is no school on Monday, in-class assessments will not be scheduled earlier than the following Wednesday.

### **Mid-years - high school only**

Mid-years - No assessments given or homework during mid-year week, except for homework directly related to exam preparation.

### **MCAS**

**Grades 3-8:** Nights prior to MCAS testing are homework-free.

**High School:** Limit homework to twenty minutes per night per course

### **Religious Holidays**

For practices related to religious holidays, please refer to District policy IMD-R located on the district website: <http://www.abschools.org/school-committee/policies/section-i>

# School Start Time Committee Report

This item is posted separately after the packet  
on

[http://www.abschools.org/school-  
committee/meetings-agendas-packets-and-  
minutes](http://www.abschools.org/school-committee/meetings-agendas-packets-and-minutes)



Acton-Boxborough Regional School District  
Office of the Deputy Superintendent  
16 Charter Road Acton, MA 01720  
978-264-4700 x 3209 fax: 978-264-3340  
[www.abschools.org](http://www.abschools.org)

12.

**Marie Altieri**  
Deputy Superintendent

To: Acton-Boxborough Regional School Committee  
From: Marie Altieri, Deputy Superintendent  
Date: June 2, 2017  
Re: Administrators' Benefits Manual, Annual Approval

The Acton-Boxborough Administrators' Benefits Manual states that any changes to the manual will be voted by the School Committee. There are two small changes to the Administrators' Benefits Manual effective July 1, 2017. The new manual is posted on the Human Resources page of the AB website (<http://www.abschools.org/departments/human-resources/contracts-and-salary-scales>) if you would like to review the full document. The two changes are:

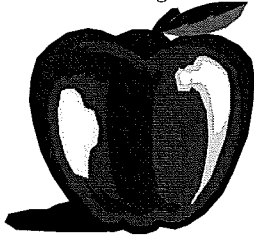
1. Article 13 provides a list of the positions covered by this manual. In February, Dr. Brand notified me that effective July 1, 2017, he will be changing the title of the Director of Facilities and Transportation to the Director of School Operations to better reflect the scope of this position. The title change has been updated in Article 13.
2. The Non-Discrimination statement at the back of the manual has been updated to reflect the most recently voted statement.

**VOTE:** I ask the School Committee to vote to approve the Administrators' Benefits Manual effective July 1, 2017.

Sincerely,

Marie Altieri  
Deputy Superintendent

Acton-Boxborough Food Services



Serving Education Daily

**Acton-Boxborough Regional School District  
Food Service Department  
16 Charter Road  
Acton, MA 01720-2995  
Phone # 1-978-264-4700x3221  
Fax # 1-978-264-3340  
Kirsten Nelson, Director**

TO: Superintendent Glenn Brand  
FROM: Kirsten Nelson  
DATE: June 1, 2017  
RE: Recommendation to Award Food and Related Product Bids

The Acton-Boxborough Regional School District participated with The Education Cooperative (TEC) in the following bid categories:

- 1) Paper Products
- 2) Groceries
- 3) Vending
- 4) Bread Products
- 5) Milk & Milk Products

The following vendors were approved and awarded the bids:

- |                   |   |
|-------------------|---|
| 1) Paper Products | Mansfield Paper                         |
| 2) Groceries      | Thurston Foods, Costa Fruit and Produce |
| 3) Vending        | Polar Beverages                         |
| 4) Bread Products | Duva Bakery                             |
| 5) Milk           | New England Ice Cream                   |

The above named vendors have serviced the district in the past and their services have been satisfactory.



**TO:** Superintendent Glenn Brand  
**FROM:** Peter Cavanaugh, ABRHS Dean of Students

**RE:** Proposed Changes/Edits to the Acton-Boxborough Regional High School Student Handbook for the 2017-2018 School Year

**DATE:** 5/11/17 for First Reading at Acton-Boxborough Regional School Committee meeting on 5/18/17 and VOTE at meeting on 6/8/17

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

## I. SUGGESTED CHANGES

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

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

### 2. Final Grades (page 19)

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

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

- Honors and Offices: a list of the student's receipt of the following awards, elected offices, and membership in the following honor societies:
  - Awards Nights Recipients
  - Principal's Recognition Awards
  - Community Service Awards (50+ hours)
  - The Seal of Biliteracy
  - National Honor Society Membership
  - National Language Honor Society Membership
  - Class Leaders

### 4. Dress Code (page 31)

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

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

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

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

**6. Fines (page 39)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. TECHNICAL/GRAMMATICAL EDITS

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

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

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

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

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

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

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

The word exam will be changed to the word assessment.

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

The word exam will be changed to the word assessment.

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

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

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

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



Acton-Boxborough Regional School District  
16 Charter Road Acton, MA 01720  
978-264-4700 fax: 978-264-3340  
[www.abschools.org](http://www.abschools.org)

JD Head  
*Director of Facilities and Transportation*

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

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

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

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

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

Best Regards,

JD Head

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

## SOLAR NET METERING CREDIT AGREEMENT

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

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

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

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

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

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

1. Commercial Terms:
  - **Sale Price:** The greater of (i) the Utility's Net Metering Tariff as described below less the Discount Rate and (ii) the Floor Price
  - **NMCs Discount Rate** 25%
  - **Floor Price:** Buyer shall pay minimum price of \$0.09/kWh for all NMCs Contracted (no escalator)
  - **Initial Term:** Twenty (20) years after Commercial Operation Date
  - **Utility:** Eversource
  - **Net Metering Credits Contracted:** 100% of all NMCs generated by the System in the Town of Woburn as described in Appendix A during the Term
  - **Expected Commercial Operation Date:** March 31, 2018

2. The following documents, along with this Cover Page, shall be deemed to form the Agreement, each of which are incorporated herein by this reference as though set forth herein in their entirety:

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

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

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

Seller: WO MA Solar, LLC

Buyer: Acton-Boxborough Regional School District

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

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

Name: Lars Norell  
Title: Manager

Name:  
Title:

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

**ARTICLE 1 DEFINITIONS AND INTERPRETATION**

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

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

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

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

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

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

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

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

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

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

**"Cover Page"** means the first page of this Agreement.

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

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

**"Defaulting Party"** has the meaning set forth below.

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

**"Dispute"** has the meaning set forth below.

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

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

**"Event of Default"** has the meaning set forth below.

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

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

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

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

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

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

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

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

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

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

**"kW"** means kilowatt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## ARTICLE 2 DELIVERY OF ELECTRICITY & NMCs

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

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

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

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

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

## ARTICLE 3 TAXES

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

## ARTICLE 4 OPERATIONS

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

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

## ARTICLE 5 TERM

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

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

## ARTICLE 6 DEFAULT AND TERMINATION

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

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

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

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

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

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

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

## **6.2 Remedies.**

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

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

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

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

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

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

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

**ARTICLE 7 BILLING, PAYMENT AND TAXES**

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

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

**ARTICLE 8 FORCE MAJEURE**

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

**8.1.1.** The Party affected by such Force Majeure, as soon as reasonably practical after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice, fully describing the particulars of the occurrence;

**8.1.2.** The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

**8.1.3.** The Party affected by such Force Majeure uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

**8.2 Payment Obligations Not Excused.** Notwithstanding anything in this Article to the contrary, no payment obligation shall be excused by such event of Force Majeure.

**ARTICLE 9 AGREEMENT AS PUBLIC RECORD**

**9.1** This Agreement once executed will be deemed a public record and as such may be released to any requesting person without notice to any Party. Any additional documents provided to the Buyer by Seller will also be treated as public records unless such documents fall within one of the exclusions specified in the Massachusetts public records law (M.G.L. c. 4, §7, clause 26 and c. 66, §10).

**ARTICLE 10 DISPUTE RESOLUTION**

**10.1 Referral to Senior Management.** Any and all disputes arising out of or relating to this Agreement (a "Dispute") shall be resolved exclusively in accordance with this Article. The Parties agree to make a diligent, good faith attempt to resolve any such dispute through negotiation by senior management members (meaning those able to legally bind the Buyer and Seller) before either Party commences other dispute resolution measures. Either Party claiming a Dispute shall provide written notice thereof to the other Party setting forth the details of the Dispute. Any Dispute that is not settled to the mutual satisfaction of the Parties within 60 days shall be subject to mediation between the Parties conducted in Boston, Massachusetts, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Mediation Procedures of the American Arbitration Association (the "Mediation Procedures") in effect on the date that a Party gives notice of its demand for mediation (such notice, the "Mediation Notice"). The Party initiating the mediation (the "Submitting Party") shall submit such Dispute to mediation by providing a written demand for mediation to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the demand. The mediator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their affiliates. Mediators must agree to be bound by the confidentiality provisions of this Agreement and shall conduct the proceedings in accordance with the Mediation Procedures. The Dispute will be assigned to a single neutral mediator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral mediator within such period, the mediator shall be chosen in accordance with the Mediation Procedures.

The provisions of this Section shall survive any termination of this Agreement and shall apply (except as provided herein) to any Disputes arising out of this Agreement.

**10.2 Continuation of Performance.** During the conduct of dispute resolution procedures, (i) the Parties shall continue to perform their respective obligations under this Agreement, and (ii) neither Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute; provided, however, that nothing in this Section shall be construed to prevent Seller from suspending performance in the event that Buyer has not paid undisputed amounts due and owing to Seller under this Agreement.

**10.3 Effect of Termination.** No termination of this Agreement following an Event of Default shall relieve the Defaulting Party of its liability and obligations hereunder, and the non-defaulting Party may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligations under this Agreement.

#### **ARTICLE 11 COMPLIANCE WITH LAWS**

Both Parties shall comply with all applicable Laws as they relate to this Agreement and the performance by the Parties hereunder.

#### **ARTICLE 12 ASSIGNMENT**

**12.1 Generally.** Subject to the Section entitled "Permitted Assignments" this Agreement may not be assigned by either Party without the other Party's written consent, not to be unreasonably withheld.

**12.2 Permitted Assignments.** Notwithstanding the Section immediately above, Seller may, without Buyer's consent, but with written notice to Buyer collaterally assign this Agreement as security to the System Lenders or the System Owner in accordance with ARTICLE 13, or to an affiliate of Seller ("Affiliate"), which term shall mean a person or entity that, directly or indirectly, controls or is controlled by or is under common control with Seller, and for such purposes the word "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Seller, whether through the ownership of voting securities or by contract or otherwise; provided, however, that any such assignment of this Agreement by Seller shall not release Seller from its liabilities under this Agreement.

Buyer may, with the prior written approval of the Seller, not to be unreasonably withheld, assign this Agreement to another eligible Municipality or Other Governmental Entity buyer as defined in 220 CMR 18.01 and in the same load zone that is qualified under the Utility's Net Metering Tariff ("the Assignee"), so long as (i) the Assignee has a Credit Rating equal to or greater than the Credit Rating of Buyer on the Effective Date. Either Party may assign this Agreement to any entity that acquires all or substantially all of the assets of the Party, provided that the entity has a Credit Rating equal to or greater than the Credit Rating of the Party, and provided that as conditions to any such assignment, such Party shall provide the other Party with written notice thereof, and the assignee entity shall execute and deliver to the other Party a document agreeing to be bound by this Agreement and assuming the assigning Party's obligations hereunder, and provided further that the assignee has the demonstrated ability, to the satisfaction of the non-assigning party, to perform this Agreement. Buyer may also transfer or allocate Net Metering Credits to a Municipality or Other Governmental Entity or a "Governmental Cooperative," as those terms are defined in the Net Metering Rules and in accordance with said Rules.

**12.3 Continued Effectiveness; Assignments in Violation.** Subject to the forgoing prohibitions against assignment, the agreements, covenants, conditions and provisions contained in this Agreement bind, apply to and inure to the benefit of the Parties and their permitted heirs, successors and assigns. Any assignment in violation of this ARTICLE 12 shall be void and of no effect.

#### **ARTICLE 13 SYSTEM FINANCING**

**13.1 System Owner, System Lenders and Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from lenders or other third parties (the "System Lenders") in connection with the development and ownership of the System (the "System Financing"), which financing may include the sale of the System to a third party (the "System Owner"). Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the System Lenders in order to support the System Financing. The Buyer will not be required to execute any document that would alter the fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date. The Parties also agree that, in accordance with this Section 13.1, Seller may assign this Agreement to the System Owner and/or the System Lenders as collateral to support the System and Seller's obligations to the System Owner and/or the System Lenders, as applicable. In connection with any such assignment, Buyer agrees to enter into an agreement directly with the System Owner and/or the System Lenders under which Buyer shall consent to such assignment and will agree to other provisions customary and reasonable in the solar photovoltaic electric generation industry for the benefit of the System Owner and/or the System Lenders (including provisions under which the System Owner and/or the System Lenders or their designees (i) may assume the rights of Seller under this Agreement; (ii) shall be entitled to receive copies of certain notices hereunder that Buyer might provide to Seller; and (iii) shall have extended cure periods (up to 20 additional days maximum) to cure any defaults by Seller hereunder.

**13.2 Mutual Cooperation.** Buyer will execute any document prepared by the Seller that is reasonably requested by Seller that is routinely required by lenders, utilities, or other entities involved in the development and financing of solar photovoltaic electric generation systems. These documents may include, but are not limited to, Schedule Z, construction financing consent forms, permanent financing consent forms, and any amendments reasonably required by System Lenders or due to changes in Laws. The Buyer will not be required to execute any document that would alter the fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date. Seller shall be responsible for, in accordance with the terms of this Agreement, carrying out its duties under and pursuant to the Net Metering Rules, including Buyer's Host Customer duties, including all arrangements with the Utility for the interconnection agreement and obtaining a Cap Allocation under the Massachusetts System of Assurance of Net Metering Eligibility.

#### **ARTICLE 14 LIMITATIONS OF LIABILITY**

**14.1 No Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, EXCEPT TO THE EXTENT THE DAMAGES IN SECTION 6.2.1 MAY BE SO CONSIDERED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OF PRODUCTION, EARNINGS, REVENUE, USE, DATA, CONTRACT OR GOOD WILL, EVEN IN SITUATIONS WHERE A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

**14.2 Parties' Intent.** IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED HERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, AND IRRESPECTIVE OF WHETHER ANY CLAIM HEREUNDER OR RELATING HERETO IS IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE.

**14.3 Indemnification.** In addition to, and not in limitation of, any other rights and remedies available to Buyer, Seller shall indemnify Buyer against (i) any third party claims against Buyer arising from any breach by Seller of any representation, warranty or covenant contained in this Agreement or the interconnection agreement with the Utility and (ii) all claims against Buyer that may arise in connection with Buyer acting as the Host Customer of the System under the Net Metering Rules, except in each case to the extent arising from Buyer's breach of any representation, warranty or covenant expressly set forth in this Agreement.

## **ARTICLE 15 REPRESENTATIONS AND WARRANTIES**

**15.1 General.** Each Party represents and warrants to the other the following:

**15.1.1.** Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate action, and do not and will not violate any Law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms.

**15.1.2.** Such Party has obtained all licenses, authorizations, consents and approvals required by any governmental authority and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all Laws that relate to this Agreement in all material respects.

**15.1.3.** Other Agreements. Neither the execution and delivery of this Agreement by the Party, nor the performance by such Party of any of its obligations under this Agreement, shall conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which such Party is a party or by which such Party or its assets may be bound.

## **ARTICLE 16 MISCELLANEOUS**

**16.1 Notices.**

**16.1.1.** Any notice, invoice, demand, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be served personally, by reputable express courier service, by first class mail or by e-mail followed with confirmation delivery of hard copy, in each case to the other Party at the address set forth on the Cover Page. All notices shall be effective upon receipt.

**16.1.2.** Each Party shall have the right to change the place to which notice shall be sent or delivered or to specify one address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

**16.2 Consents.** Any consent that is provided for pursuant to this Agreement shall not be unreasonably withheld or delayed.

**16.3 Headings.** The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

**16.4 Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Massachusetts, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction, irrespective of the places of execution or of the order in which signatures of the Parties are affixed or of the place of performance. The parties further agree that the venue for any action shall be located in Berkshire County, Massachusetts.

**16.5 Integration.** This Agreement, together with all Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

**16.6 Relationship of Parties.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party and none shall be considered the agent of the other.

**16.7 No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of Buyer and Seller, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

**16.8 Amendments; Waivers.** This Agreement may be modified only by a writing that is signed by both Parties. Any waiver of the provisions of this Agreement must be in writing and will not be implied by any usage of trade, course of dealing or course of performance. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy by Buyer or Seller constitutes a waiver of any other right or remedy contained or provided by Laws. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

**16.9 Construction of Agreement.** This Agreement is to be construed so as to effectuate the agreements and representations of Buyer and Seller as expressed herein. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted, or caused its legal representative to draft, the provision. The Agreement shall be subject to all applicable Laws.

**16.10 Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable Laws, the remainder of this Agreement shall not be affected thereby, and each term,

covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Laws and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

**16.11 Further Actions.** Each Party shall take all necessary acts and make, execute, and deliver such written instruments as may from time to time be reasonably required to carry out the terms of this Agreement. Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that will materially or unreasonably increase Buyer's risk or obligations under the Agreement, or result in the waiver of any of Buyer's rights or remedies under the Agreement or at law or in equity, or require Buyer to give an opinion or make a statement of fact of which Buyer does not have actual knowledge.

**16.12 Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any governmental agency in a manner contrary to this Agreement. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests and attempts to ensure that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such structuring, Seller shall have the right to terminate this Agreement.

**16.13 Survival.** The provisions of Section 7.2 and ARTICLE 6, ARTICLE 9, ARTICLE 10, and ARTICLE 14 shall survive termination of this Agreement.

**16.14 Project Development Performance Standard.** Subject to an extension of the Expected Commercial Operation Date pursuant to Section 8.1, Seller shall make diligent, good faith efforts to cause the System to achieve Commercial Operation on or before the Expected Commercial Operation Date.

**16.15 Change in Law.** Seller is responsible for all risk associated with changes in Laws related to Net Metering Credits during the Term of this Agreement.

**16.16 Reservation of Rights.** Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.

**16.17 Certification of Non-Collusion.** By entering into this Agreement, the Seller certifies under penalties of perjury that its proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**16.18 Seller's Certificate of Compliance.** By entering into this Agreement, the Seller certifies under the penalties of perjury, pursuant to G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes,

to reporting of employees and contractors, and to withholding and remitting child support.

**16.19 Records and Audits.** Seller shall maintain operating and maintenance records for the System, subject to the retention requirements hereof, Each Party will keep, for a period of not less than two (2) years after the termination of this Agreement, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours. Before discarding any records, Seller shall notify Buyer of its intent to do so no later than ninety (90) days before discarding, and Buyer may, if it chooses, elect to make copies of any such records at Buyer's cost.



**APPENDIX B**

**Expected System Generation &  
Expected NMCs Contracted**

Appendix B will be amended and finalized at Commercial Operation Date to account for any changes between expected generation of the System, as proposed, and actual generation of the System.

The expected generation from the WO MA Solar, LLC Project is as follows:

<b>Year</b>	<b>Expected System Generation (Degrades at 0.5% per year)</b>	<b>Expected NMCs Contracted to Buyer (100% of all NMCs Generated by System)</b>
1	656,208	656,208
2	652,927	652,927
3	649,662	649,662
4	646,414	646,414
5	643,182	643,182
6	639,966	639,966
7	636,766	636,766
8	633,582	633,582
9	630,414	630,414
10	627,262	627,262
11	624,126	624,126
12	621,005	621,005
13	617,900	617,900
14	614,811	614,811
15	611,737	611,737
16	608,678	608,678
17	605,635	605,635
18	602,607	602,607
19	599,594	599,594
20	596,596	596,596



**APPENDIX C**

**Termination Damages Calculator**

Appendix C sets forth the template for the Termination Damages Calculator that shall be utilized and provided by Seller to Buyer in Microsoft Excel format upon an event of termination. Appendix C to be updated at Commercial Operation Date.

	Year	NMCA Price (2.5% Esc)	NMCs (kWh) Contracted (0.5% Degradation)	Replacement Buyer Price	Buyer Default	Seller Default
<i>Calculator Inputs</i>						
<i>First Year NMCs Contracted:</i>	656,208					
<i>NMCA Price</i>	\$ 0.249					
<i>Replacement Buyer Price:</i>	\$ 0.140					
<i>WSJ Prime Rate:</i>	3.25%					
	1	\$ 0.249	656,208	\$ 0.140	\$ 1,314,839	\$ 1,314,839
	2	\$ 0.255	652,927	\$ 0.140	\$ 1,310,192	\$ 1,310,192
	3	\$ 0.262	649,662	\$ 0.140	\$ 1,299,395	\$ 1,299,395
	4	\$ 0.268	646,414	\$ 0.140	\$ 1,282,289	\$ 1,282,289
	5	\$ 0.275	643,182	\$ 0.140	\$ 1,258,708	\$ 1,258,708
	6	\$ 0.282	639,966	\$ 0.140	\$ 1,228,483	\$ 1,228,483
	7	\$ 0.289	636,766	\$ 0.140	\$ 1,191,437	\$ 1,191,437
	8	\$ 0.296	633,582	\$ 0.140	\$ 1,147,392	\$ 1,147,392
	9	\$ 0.303	630,414	\$ 0.140	\$ 1,096,162	\$ 1,096,162
	10	\$ 0.311	627,262	\$ 0.140	\$ 1,037,558	\$ 1,037,558
	11	\$ 0.319	624,126	\$ 0.140	\$ 971,382	\$ 971,382
	12	\$ 0.327	621,005	\$ 0.140	\$ 897,435	\$ 897,435
	13	\$ 0.335	617,900	\$ 0.140	\$ 815,509	\$ 815,509
	14	\$ 0.343	614,811	\$ 0.140	\$ 725,392	\$ 725,392
	15	\$ 0.352	611,737	\$ 0.140	\$ 626,865	\$ 626,865
	16	\$ 0.361	608,678	\$ 0.140	\$ 519,704	\$ 519,704
	17	\$ 0.370	605,635	\$ 0.140	\$ 403,677	\$ 403,677
	18	\$ 0.379	602,607	\$ 0.140	\$ 278,548	\$ 278,548
	19	\$ 0.388	599,594	\$ 0.140	\$ 144,072	\$ 144,072
	20	\$ 0.398	596,596	\$ 0.140	\$ -	\$ -

*Note: The Defaults are Calculated so that they occur at the end of each Year shown*

## APPENDIX D

### **VALUE OF NET METERING CREDIT**

The net metering credit will be calculated as 100% of the Eversource B-5 Optional Time of Use (T-1 – MDPU 133) tariff, comprised of the sum of: (a) basic service kilowatt-hour charge in the ISO-NE load zone where the Host Customer is located; (b) distribution kilowatt-hour charge; (c) transmission kilowatt-hour charge; and (d) transition kilowatt-hour charge

**APPENDIX E**

**EXHIBIT G**

**Interconnection Agreement (attached)**



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

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

To: Acton-Boxborough Regional School Committee  
From: Glenn Brand  
Date: June 1, 2017  
Re: FY17 Year-End Financial Status

As you are aware from the Q3 financial update provided, the projection was that we would end the year with expense favorable to budget by between .5% and 1%, or a range of \$415K to \$830K. In addition, revenues are projected to be favorable over \$600K if all state aid comes in as projected. The most recent outlook continues to support these projections.

During these last few weeks I have also asked members of the administrative team to identify any possible purchases that represent emerging or more pressing needs that would be beneficial to the support of our operations and that were not known at the time of the budget development process. Additionally, I have asked JD Head, Director of Facilities and Transportation, to give consideration to possible FY18 planned capital items that could be purchased before the end of this fiscal year. If such could be accomplished, it would provide capacity in next year's budget to address other capital and operating needs not included in the FY18 budget.

I provide this information to you in an effort to ensure that you are kept fully apprised of our financial efforts and planning. Following is a list of items under consideration (rounded):

- 1. \$ 43,000 Truck replacement - in FY'18 budget at \$55,975
  - 2. \$ 181,000 Blanchard boiler parts and equipment – in FY'18 budget at \$189,750
  - 3. \$ 56,000 Purchase of 6 Copiers - initially scheduled to be leased in FY'18 for 3 years at about \$24,000 per year
  - 4. \$ 45,000 District wide 2 way radio purchasing – safety task force
  - 5. \$ 20,000 Junior High Generator project – in FY'18 budget at \$20,000
  - 6. \$ 23,000 Technology –Grade 3 Chromebooks
  - 7. \$ 20,000 Blanchard “Tot lot” equipment – unsafe equipment removed 2014
  - 8. \$ 30,000 Munis financial system “Content Manager” for electronic document management & storage
- \$ 418,000 Total under consideration

The general information below, representing the recommendations of both myself and Ms. Clare Jeannotte, Director of Finance, were discussed with the Budget Subcommittee at our May 31 meeting. Based upon their feedback and support, it is my intention to move forward with this budget plan at this time as outlined.

## Homework Policy

First Read for 6/8/17 SC meeting

||.  
and 18.2.1  
File: IKB

The purpose of homework, when assigned, is to support student engagement in the classroom. The term "homework" refers to an assignment/activity that supplements and/or supports class instruction. Homework should increase in complexity with the maturity of the student. This can be established through activities and assignments that encourage students to investigate for themselves and to work independently as well as with others.

The District also recognizes and supports the need for students and families to have playtime, downtime and family time (PDF). These three "periods of time" promote wellness and balance in our students' lives as well as opportunities to engage in activities that they choose.

One such activity, which abundant research supports, is independent "choice" reading. This kind of reading has been shown to improve student academic and social and emotional learning. Independent reading of student-chosen text, coupled with hearing stories and conversations, are powerful activities students can engage in that foster their growth and well-being. Independent choice reading is highly encouraged and will not be assigned.

To ensure all students have equitable access to programs and curricula, the information for any homework assignment should be clear and specific so that the student can complete the assignment independently. Homework assignments should take into consideration individual student differences, needs and available resources. Furthermore, homework should not require the use of materials not readily available in all homes.

**Frequency of homework** (Specific implementation can be found in individual school handbooks and/or websites)

**Grades K-2:** Students will have no homework except for an occasional activity that may include other people.

**Grades 3-4:** Students will occasionally have an assigned activity.

**Grades 5-6:** Students may expect homework more frequently, Monday through Thursday.

**Grades 7-12:** Students should expect homework in one or more subjects nightly.

### **Vacations K-12**

Homework will not be assigned with the expectation that it be worked on and/or completed during any school vacations. Long-term projects assigned before a vacation can not have a due date earlier than the Thursday after a vacation.

### **Long Weekends K-12**

Homework will not be assigned over long weekends, including all holiday and religious long weekends, and those marked by a district-wide closing. When there is no school on Monday, in-class assessments will not be scheduled earlier than the following Wednesday.

### **Mid-years - high school only**

Mid-years - No assessments given or homework during mid-year week, except for homework directly related to exam preparation.

### **MCAS**

**Grades 3-8:** Nights prior to MCAS testing are homework-free.

**High School:** Limit homework to twenty minutes per night per course

### **Religious Holidays**

For practices related to religious holidays, please refer to District policy IMD-R located on the district website: <http://www.abschools.org/school-committee/policies/section-i>

## **DRAFT DISTRICT WEBSITE ACCESSIBILITY: PLAN FOR NEW CONTENT**

Federal and state law, as well as School Committee policy, prohibit the discrimination against persons with disabilities who wish to access Acton-Boxborough Regional School District programs and services. This access includes information contained on the ABRSD's website.

To the extent that it does not create an undue burden or fundamentally alter the content, the ABRSD will take steps to ensure that the District's website and content are as equally accessible to persons with and without disabilities. These efforts should ensure that people with and without disabilities:

1. Are able to acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe, with substantially equivalent ease of use.
2. Are not excluded from participation in, or denied the benefits of, or otherwise subject to discrimination in any ABRSD program, service, or activity delivered online.
3. Receive effective communication of the ABRSD's programs, services, and activities delivered online.

### **Standards for Accessibility**

The accessibility and functionality of the ABRSD's website and other public ABRSD online content shall be measured according to the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content. Both WCAG and WAI-ARIA are guidelines to make website content more accessible to all users, particularly individuals who have vision, hearing, cognitive, physical or communication disabilities. More information about WCAG and WAI-ARIA can be found at <https://www.w3.org/WAI>. Following these recommendations will also often make website content more accessible to users in general.

Therefore, the ABRSD is committed to ensuring the following:

1. Accessibility of the website for students, parents, and members of the community with disabilities.
2. New and modified content on the District's website conforms to industry standards W3C WAI's Web Content Accessibility Guideline (WCAG) 2.0.
3. That all new, newly-added, or modified online content and functionality will be accessible to people with disabilities as measured by conformance to the Benchmarks for Measuring Accessibility.
4. The District has procedures whereby students, parents, and members of the public may present a complaint related to the accessibility of any official District web presence developed, maintained or offered by the District.

References:

Policy IJND – Empowered Digital Use – Access to Digital Resources  
Policy IJNDC – School and District Web Pages  
Policy AC – Nondiscrimination  
Section 504 of the Rehabilitation Act of 1973  
Americans with Disabilities Act of 1990  
Massachusetts Civil Rights Act (MCRA)

Adopted June XX, 2017

**DRAFT DISTRICT WEBSITE ACCESSIBILITY NOTICE**

Students, parents, or members of the public may present a complaint related to the accessibility of any official web presence that the Acton-Boxborough Regional School District develops, maintains, or offers. To facilitate this, the following Notice will be posted on the ABRSD website and linked from every District web page and all subordinate pages:

Federal and state law, as well as School Committee policy, prohibit discrimination against persons with disabilities who wish to access ABRSD programs and services, including information contained on the ABRSD's website.

To the extent that such does not create an undue burden or fundamentally alter the content, the ABRSD will take steps to ensure that the District's websites and content are as equally accessible to persons with and without disabilities.

These efforts should ensure that people with and without disabilities are able to acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe, with substantially equivalent ease of use; and that persons with disabilities are not excluded from participation in, or denied the benefits of, or otherwise subject to discrimination in any ABRSD program, service, or activity delivered online and that they received effective communication of the ABRSD's programs, services, and activities delivered online.

A number of documents on the ABRSD website are created in portable document format (PDF). In order to ensure access to PDF files, download the latest version of Adobe Reader, a free download from [the Adobe website](#).

If you need assistance to access materials on the ABRSD website, please contact one of the District's Website Accessibility Coordinators:

*Director of Educational Technology*  
35 Charter Rd.  
Acton, MA 01720  
(978) 264-4700 x3451  
[abisiewicz@abschools.org](mailto:abisiewicz@abschools.org)

*Assistant Superintendent for Student Services*  
15 Charter Rd.  
Acton, MA 01720  
(978) 264-4700 x3265  
[dbentley@abschools.org](mailto:dbentley@abschools.org)



20.

# Acton-Boxborough Athletics

Director of Athletics: Steven Martin  
36 Charter Road  
Acton, MA 01720  
Phone: 978-264-4700 X:3420  
E-Mail: smartin@abschools.org  
Web: www.abschools.org

TO: Glenn A. Brand, Superintendent  
FROM: Steve Martin, ABRSD Athletic Director  
RE: Anonymous Gift to the AB Nordic Ski Team and the AB Boys Lacrosse Team  
DATE: 6/6/17

I would like to respectfully ask for the School Committee's vote at their meeting on June 8, 2017 to accept a very generous anonymous gift to be allocated as follows:

- 1. **AB Nordic Ski Team** - This \$4,000 donation would be one lump sum, but allocated to the AB Nordic Ski team as \$1000 per year for 4 years. This gift would start with the 2018-2019 school year. It is designated for team expenses as the coach sees fit. This would continue the current donation that ends next year (2017-2018).
- 2. **AB Boys Lacrosse Team** - This \$6,000 donation would be in one lump sum allocated to the AB Boys Lacrosse team as \$2000 per year for 3 years, starting this current year 2016-2017. The funds would be designated for assistant coaches stipends only.

We are very grateful for the ongoing support of our Acton and Boxborough community. Please don't hesitate to contact me if you have any questions.

Thank you.



**Acton-Boxborough Regional School District**  
16 Charter Road  
Acton, MA 01720  
978-264-4700 [www.abschools.org](http://www.abschools.org)

*TL*  
21

**Tom Blondin**  
Accountant

**Acton Boxborough Regional School District**

To: Glenn Brand  
From: Tom Blondin  
CC: Clare Jeannotte, Amy Bisiewicz  
Date: 6/2/2017  
Re: FY17 MassCue Private Grant – School Committee grant acceptance vote

---

Please present to the School Committee this MassCue Private Grant donation for Ed Tech department for 2,889.00 total. This is for Reimbursement of PO 37060196 1,400 for a Cannon XA30 Camcorder for the high school and PO 37060195 for 1,489.00 for Apple Macbook Air and final Cut Pro Software License.

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



# Memorandum

## RJ Grey JHS - Acton-Boxborough RSD

To: Glenn Brand

From: Andrew Shen

Date: 6/5/2017

Re: ABRPTSO Grants to RJ Grey JHS

Please present to the School Committee this list of gifts and donations received from the ABRPTSO:

JH Recipient	Donor	Amount
JH-Wellness grant for picnic tables, Garden Courtyard project	ABRPTSO	\$ 495.00
JH- grant for picnic tables, Garden Courtyard project	ABRPTSO	\$1,000.00

**ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE  
MEETINGS  
2017-2018**

---

Acton-Boxborough Regional School Committee meetings are usually held on the first and third Thursdays of the month, at 7:00 p.m. in the R.J. Grey Junior High School Library.

Materials are posted at <http://www.abschools.org/school-committee/meetings-agendas-packets-and-minutes> usually on the Friday night prior to each meeting. Meeting agendas are posted at least 48 hours prior at [www.abschools.org](http://www.abschools.org)

---

**Annual Workshop:** Thursday, July 13 OR Tuesday, July 11?

**Summer Business Meeting:** Tues, August 1 (2 out) OR Mon, Aug 7 (3 out)?

September 7

September 19 (TUESDAY, due to no school on Thursday, September 21)

October 5

October 19

November 2

November 16

December 7

December 21

January 11

January 27 (Sat) **School Committee Budget Saturday**

*(Preliminary Budget must be prepared at least 20 days prior to final Budget Adoption.)*

February 1

February 15 **Open Budget Hearing**-required by law

*(Final Budget must be adopted not later than 45 days prior to start of Acton Town Meeting, 4/2/18. . 45 days = 2/xx/17)*

March 1

March 15

March 29 (if needed)

April 12

April 26

May 17

June 7

June 21

**Note:** Acton Town Meeting begins April 2, 2018. Boxborough Town Meeting begins May X, 2018.

Voted 2/2/17, **EXCEPT those in yellow**

<http://www.abschools.org/school-committee>

## *R.J. Grey Junior High School*

To: Dr. Glenn Brand  
 From: Allison Warren and Jim Marcotte  
 Re: Discipline Report for May 2017  
 Date: June 5, 2017

There were 14 discipline referrals/concerns (including requests from teachers for assistance) reported to the Administration during the month of May. There were 6 suspensions.

	<u>May-13</u>	<u>May-14</u>	<u>May-15</u>	<u>May-16</u>	<u>May-17</u>
<i>Total Discipline Referrals Reported</i>	42	23	7	22	14

	<u>May-13</u>	<u>May-14</u>	<u>May-15</u>	<u>May-16</u>	<u>May-17</u>
<b>Total Suspensions</b>	<b>5</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>6</b>
drug-related incident					
fighting		2		2	1
harassment (non-sexual)					3
inappropriate/disruptive/disrespectful behavior	3	1			
non-compliance with school rules	1				
physical aggression					
sexual harassment	1				1
stealing		1			
threatening					1

	<u>May-13</u>	<u>May-14</u>	<u>May-15</u>	<u>May-16</u>	<u>May-17</u>
<b>Total Other Infractions</b>	<b>37</b>	<b>19</b>	<b>7</b>	<b>20</b>	<b>8</b>
abusive language/profanity	1			1	
alcohol use/possession					
bus discipline	10				
Academic integrity					
class/school truancies	5				2
computer violation		2			
vandalism	1				
disruptive behavior (classroom, cafeteria, hallway)	8	11		7	2
harassment (non-sexual)/bullying/teasing	4	1			
non-compliance with school rules	6	1	2	4	
out of school issue					

physical aggression			2		
sexual harassment					
stealing					
threatening					
uncooperative/disrespectful behavior	2	4	3	8	4

The referrals/concerns generally were quickly resolved and no further intervention was required.

To: Glenn Brand  
 From: Larry Dorey  
 Re: Discipline Report for May, 2017  
 Date: 6/1/2017

There were 24 discipline referrals to the administration during the month of May, 2017; this total is up from 20 last year. 6 students were suspended this month, while 13 students were suspended in May, 2016.

Suspensions for the Month of May, 2017

<b>Infraction</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Alcohol Possession	2				
Alcohol Use	13				
Disruptive/Uncooperative Behavior	1	1			
Drug Distribution	3				
Drug Paraphernalia	1				2
Harassment				2	
Insubordination				7	1
Marijuana Possession	4			2	1
Marijuana Use					
Fighting					2
Leaving School Grounds			3		
Physical Attack		1			
Threatening	1	1		1	
Truancy				1	
Vandalism		1	1		
<b>Total</b>	<b>25</b>	<b>4</b>	<b>4</b>	<b>13</b>	<b>6</b>

A list of all infractions for the month of May, 2017 appears on the backside of this page.

c: JoAnn Campbell

Other Infractions for the Month of May 2017

<b>Infraction</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Abusive Language					2
Alcohol Possession	2				
Alcohol use	13				
Bus Discipline Issue		1			
Chem Health Alcohol			1		
Disrespectful	2	2			2
Disruptive/Uncooperative Behavior	2	3			1
Drug Distribution	3				
Drug Paraphernalia	1				2
Marijuana Possession	4			2	1
Fighting					2
Harassment	1	1		3	
Insubordination				7	1
Leaving School Grounds	1	2	6	2	3
Other		1			
Out of School Issue	1				
Physical Aggression	1	1			5
Possession of Marijuana					1
Threatening	1	1		2	
Truancy			1	4	4
<b>Total</b>	<b>32</b>	<b>12</b>	<b>9</b>	<b>20</b>	<b>24</b>





**Office of the Superintendent**  
*Acton-Boxborough Regional School District*  
*Acton and Boxborough, MA*

6/1/17

***Statement Regarding the Appointment***

***of***

***Leo Muellner***

***to the Position of***

***Director of Visual Arts***

***for the Acton-Boxborough Regional School District***

Superintendent of Schools Dr. Glenn Brand is pleased to announce that Leo Muellner will be joining the Acton-Boxborough Regional Schools as the Director of Visual Arts, effective July 1, 2017.

Leo currently serves as the Teacher in Charge of the Visual and Performing Arts Department of the Cambridge Public Schools. Prior to that, he was the Assistant Principal for Curriculum and Instruction at Prospect Hill Academy Public Charter School and the Peers Educating Peers Coordinator at Boston Arts Academy. Leo has also taught visual arts and history in New York City as well as undergraduate and graduate students as a Boston College Teaching Fellow and Graduate Assistant, and has mentored undergraduate and graduate students at Harvard, Boston College, Tufts and Brandeis. He has worked internationally, teaching history to college students in Xi'an, China and leading professional learning workshops in Doha, Qatar.

Leo holds a Master of Science in Teaching, specializing in secondary education, from The New School, and a Bachelor of Science from New York University, where he majored in studio art and history. He is currently pursuing a PhD in Curriculum and Instruction at Boston College, and continues to exhibit his own artwork.

Please join us in welcoming Leo to the Acton-Boxborough Regional School District.



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

24.5

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

June 1, 2017

Peter Berry, Chairman  
Acton Board of Selectmen  
472 Main Street  
Acton, MA 01720

Steven Ledoux  
Acton Town Manager  
472 Main Street  
Acton, MA 01720

RE: Inter-Municipal Agreement for Leary Field

Dear Peter and Steve,

During the summer of 2005, the district's football stadium, Leary Field, was converted from a natural grass surface to an artificial turf field. This project, spearheaded by the Friends of Leary Field (FOLF), an organization of local residents and community leaders, was made possible due to the combination of funds from the Acton-Boxborough Regional School District, private donations, and a Community Preservation Act (CPA) grant. Over the ensuing years, the turf field has been an incredible asset to the community, fulfilling all of the goals outlined by its proponents, chief among them expanded hours of use and a consistently safe surface for play.

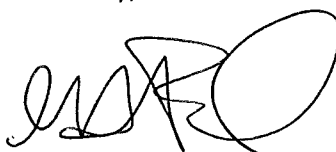
The CPA funding required that the ABRSD and Town of Acton execute an Inter-Municipal Agreement (IMA) for the project. The term of the IMA is "for the useful life of the infill artificial turf field or twenty-five years, whichever is sooner." We are now in the field's 13<sup>th</sup> year of operations and its condition has deteriorated such that a full replacement of the turf is required to ensure a safe environment for users. As such, its "useful life" has ended. The ABRSD has planned for the Leary turf replacement in our FY18 budget and we are also accepting \$50,000 in funds from local private donors. Our intent is to begin work as of July 1, 2017 and be ready for the fall sports season.

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

Given that the "useful life" of the project is over and a new infill turf field will be put in place, it is our understanding that term of the Inter-Municipal Agreement will also come to an end. This will affect the Town of Acton only inasmuch as it will no longer have a priority for use of the field at certain times of the year, as has been the case under the IMA. Our experience has been that the Town has not regularly used its assigned time on the field (primarily during April school vacation and for ten weeks during the summer) and so a loss of that access should not be of great consequence.

If you have any questions or concerns about this, please do let me know. Leary Field is an important facility for our schools and a tremendous gathering spot for the community. We are excited that it will soon be restored to excellent condition and continue to be a valuable resource for local residents.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Brand', with a large, stylized flourish at the end.

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

cc: Members ABRSC

# EXPANDING OUR NOTION OF SUCCESS

A-B CHALLENGE SUCCESS NEWSLETTER - JUNE 2017



## **SUMMERTIME = PLAYTIME, DOWNTIME, AND FAMILY TIME!**

According to the [National Institute for Play](#), "Play is the gateway to vitality. By its nature it is uniquely and intrinsically rewarding. It generates optimism, seeks out novelty, makes perseverance fun, leads to mastery, gives the immune system a bounce, fosters empathy and promotes a sense of belonging and community."

We hope that this summer, you will take this opportunity to engage in lots of Playtime, Downtime, and Family Time (PDF) with your family, friends, and loved ones!

**ENJOY!**

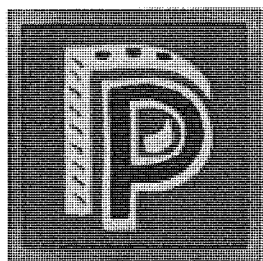
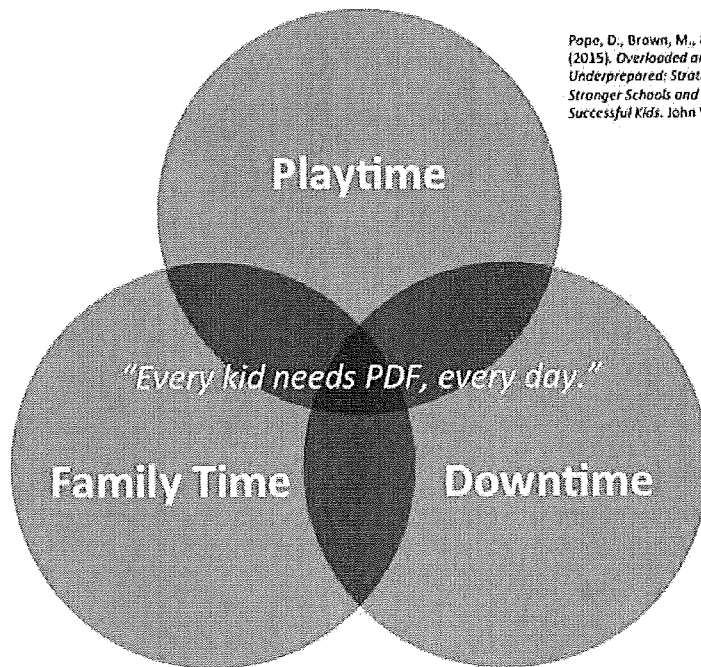
## GOOGLE TRANSLATE

¿Necesita esto en otro idioma? Precisa disto em outro idioma? 需要其他语言版本? Нужно это на другом языке?

## **PDF = PLAYTIME, DOWNTIME, FAMILY TIME**

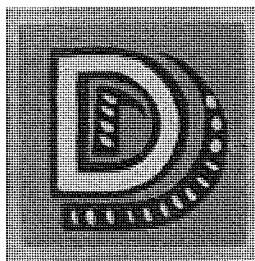
**PDF:** A handy mnemonic or memory aid to remind us what "every kid needs in order to thrive physically, mentally, and academically" and what research has deemed as protective factors (Pope, Brown & Mile, 2015). We have represented it with this simple graphic.

Pope, D., Brown, M., & Miles, S. (2015). *Overloaded and Underprepared: Strategies for Stronger Schools and Healthy, Successful Kids*. John Wiley & Sons.



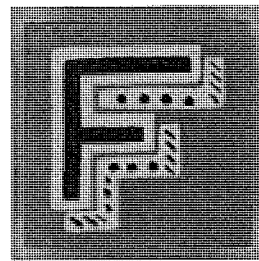
### PLAYTIME

For children, play IS their work. Play "helps kids and teens to solve problems, negotiate with others, try out new ideas and identities, and develop self-regulation, among other things"



### DOWNTIME

Students need time to do not much of anything except relax, listen to music, watch (limited!) TV, read, sleep, or engage in a hobby.



### FAMILY TIME

Children and teens need daily time with their families. This is one of the most significant protective factors.

## PLAYTIME: IMPORTANT FOR ALL AGES!



Play Doesn't End With Childh...

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

Play among children is vital for their social development. So what's in it for adults?

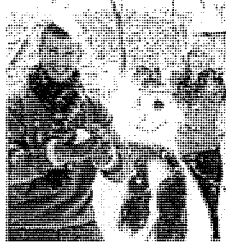
Playtime Isn't Just for Presch...

[time.com](http://time.com)

Helicopter parents and teachers, stand down. Kids of all ages need time to have fun—and learn—through



creative play in school.



The Importance of Play for A...

psychcentral.com

Our society tends to dismiss play for adults. Play is perceived as unproductive, petty or even a guilty pleasure. The notion is that once we reach adulthood,

## DOWNTIME

**50 Ways to Take a Break**

thewelltulane

## FAMILY TIME

# BOXBOROUGH SARGENT MEMORIAL LIBRARY



**Boxborough Library  
Summer Reading Program 2017**

The 2017 theme is *Build a Better World!* Our kick-off event is on Tuesday, June 27<sup>th</sup> at 3:00 pm – featuring *Scott Jameson's Show – Build Better Magic!* Later in the summer, on Thursday, Aug 10<sup>th</sup>, at 8:00 – 7:30 pm, celebrate your children's reading success at our *Annual Ice Cream Party & Concert* – with music by *Jumpin' Juba!*  
Sign up begins June 1<sup>st</sup> – Create your online reading log & pick up our *Calendar of Events!*

Our programs & events include --

- ◆ *Read & Bead Program* – *New!* – Recreate a necklace, a tag & add beads as you read!
- ◆ *Summer Reading Kick Off: Build Better Magic!* *Scott Jameson Master Magician!*  
(Funded by an Acton-Boxborough Cultural Council & the Friends of the Library)
- ◆ *Kindergarten Get-Together\** (Entering Kindergarten at Blanchard School, Fall 2017)
- ◆ *Emergency Vehicle Day & Story Time with a Fireman!*
- ◆ *Tae-Kwon-Do Classes!* (Ages 5 – up)
- ◆ *Bubbles with Mike – the Bubble Man!*
- ◆ *Super Hero, Prince, Princess, Day* – for *Girls & Boys!* Dress up as your favorite character & enjoy a craft, & our photo booth!
- ◆ *Create-a-Teacher!* *Learn about fascinating live animals!*
- ◆ *Workshops:* \**Paint a Flower Pot,* \**Oriental Stone Art Painting\**
- ◆ *Story-times, Drop-in Crafts, LEGO Club, Movie Monday, & More!*
- ◆ **ANNUAL ICE CREAM PARTY!** – Featuring the *Rockin' Blues Band - Jumpin' Juba!*

**How to sign up for our Online Summer Reading Program –**

- Go to the Library Website: [www.boxborough.ma.gov/sargent-memorial-library](http://www.boxborough.ma.gov/sargent-memorial-library)
- Select the *Kids' Summer Reading* link on the front page – left side "Links"
- Create your account and begin participating in challenges!
- After you log in minutes read, use points to build an avatar scientist!

\*\*\* Minutes also count toward beads for your reading necklace!

**Note:** Programs with an (\*) asterisk require registration. Please call the Library & ask for the Children's Desk: 978-263-4680. For additional information, or event reminders, visit our Website at: [www.boxborough.ma.gov/sargent-memorial-library](http://www.boxborough.ma.gov/sargent-memorial-library) & see our *Event Calendar*.

The 2017 *Build a Better World!* Summer Reading Program is sponsored by the Boxborough Library, the Friends of the Library, the Acton-Boxborough Cultural Council, the Mass Library System, the Mass Board of Library Commissioners, & the Boston Bruins!

**BUILD a BETTER WORLD!**

**2017 Summer Reading Program @ the Boxborough Library!**

Visit our website at [www.boxborough.ma.gov/sargent-memorial-library](http://www.boxborough.ma.gov/sargent-memorial-library) for updates & information!

Monday	Tuesday	Wednesday	Thursday
JUNE 12 10:30 Stories & Craft: (2-5 years) Sign up for Summer Reading! All Ages!	JUNE 20 Sign up for Summer Reading! All Ages!	JUNE 21 10:30 Toddler Time: (1-3 years)	JUNE 22 3:00 LEGO Club: all ages!
JUNE 26 10:30 Stories & Craft: (2-5 years) 3:30 Movie Monday	JUNE 27 KICK OFF EVENT – 3:00 Magic Show with Scott Jameson!	JUNE 28 10:30 Toddler Time: (1-3 years) 4:00 Stone Art: Ages 10 up* Signup Required!	JUNE 29 *4:00 Kindergarten Get-Together *Signup*
JULY 3 3:30 Movie Monday	JULY 4 Hokey	JULY 5 3:00 Drop in Craft: all ages!	JULY 6 3:00 LEGO Club: all ages!
JULY 10 10:30 Stories & Favorite Stuffed Animal Friends: (2-5 years) 3:30 Movie Monday	JULY 11 3:00 pm Emergency Vehicle Day & Story Time with a Fireman!	JULY 12 10:30 Toddler Time: (1-3 years) 4:00 Stone Art: Ages 10 up* Signup Required!	JULY 13 3:00 Decorate a Flower Pot - Ages 5 up *Signup required!
JULY 17 10:30 Stories & Craft: (2-5 years) 3:30 Movie Monday	JULY 18 4:30 Tae Kwon Do Class - Ages 4 up	JULY 19 10:30 Toddler Time 3:00 Animals – Creature Features!	JULY 20 3:00 LEGO Club: all ages!
JULY 24 10:30 Stories & Craft: (2-5 years) 3:30 Movie Monday	JULY 25 3:00-5:00 Super Hero Day – for Girls & Boys (all ages)	JULY 26 10:30 Toddler Time: (1-3 years) 3:00 Drop in Craft: all ages	JULY 27 3:00 Paint a Bird House - Ages: 5 up *Signup required!
July 31 10:30 Stories & Craft: (2-5 years) 3:30 Movie Monday	AUGUST 1 4:30 Tae Kwon Do Class: Ages 4 up	AUGUST 2 10:30 Toddler Time: (1-3 years) 3:00 LEGO Club: all ages	AUGUST 3 3:00 Make the Doodle Dip!
AUGUST 7 10:30 Stories & Craft: (2-5 years) 3:30 Movie Monday	AUGUST 8 4:00 *Kindergarten Get- Together *Signup*	AUGUST 9 10:30 Toddler Time: (1-3 years)	AUGUST 10 Summer Reading – Ice Cream Party! 6:00-7:30pm – @ Jumpin' Juba Concert!

\* **Signup is requested** – Please call 978-263-4680 to register – Appropriate age level is indicated. *Build a Better World! @ Your Library!* The 2017 Statewide Reading Program is funded by the Friends of the Library, the Acton-Boxborough Cultural Council, the Mass Regional Library System, the Mass Board of Library Commissioners, and the Boston Bruins!



**ACTON MEMORIAL LIBRARY**

**The Summer Reading Program begins June 22.**

**Storytimes**

**Tuesday PJ Storytime** 7:00 ages 3-7  
 June 27, July 11, 18, 25, August 1, 8, 15  
**Friday Drop-In Storytime** 10:30 ages 3-7  
 June 30, July 7, 14, 21, 28, August 4, 11, 18

**Craft Times**

**Thursday Drop-In Crafts** 10:00-12:45 ages 3-7  
 June 29, July 6, 13, 20, 27, August 3, 10, 17  
**Grades 1-3 Craft Time** ARRIVE at 2:00  
 June 29, July 13, 27, August 10

**Grade 4-6 Craft Time** ARRIVE at 2:00  
 July 6, 20, August 3, 17

**Family Movie**

June 16 at 7:00 and June 18 at 2:00 - *Beauty & the Beast*  
 July 21 at 7:00 - *To Be Announced*  
 August 18 at 7:00 - *To Be Announced*

Weekly Raffles, The July Scavenger Hunts, Reading Club



**Eat. Sleep. Read.**

**Special Programs**

**Friday Morning Players** (pre-registration required)  
 9:00-11:00 for Gr. 5, 6, 7, 8  
 June 30, July 7, 14, 21, 28, August 4, 11, 18  
**Reading Out Loud** 9:30-11:00 ages 9-12  
 The group will take turns reading from a selection of genre  
 July 18 and August 1

**Playing Games** 9:30-11:00 ages 6-12  
 The library's fine collection of games is at your disposal.  
 July 25 and August 8

**Lego Afternoons** 2:00-3:00 ages 4 up  
 Bring your imagination we have the Legos.  
 July 11, 18, 25, August 1, 8, 15

**Ed Morgan-Live Music for Kids**  
 Bring Your Kids to Dance and Sing Along.  
 July 3, 17, August 1, 15 at 3:30-4:15

**Reading to Molly** Pre-registration required  
 Make an appointment to read aloud for 15 minutes  
 to Molly, a 4-year-old Labrador.  
 July 3, 10, 17, August 14, 21, 28 at 3:15-3:15

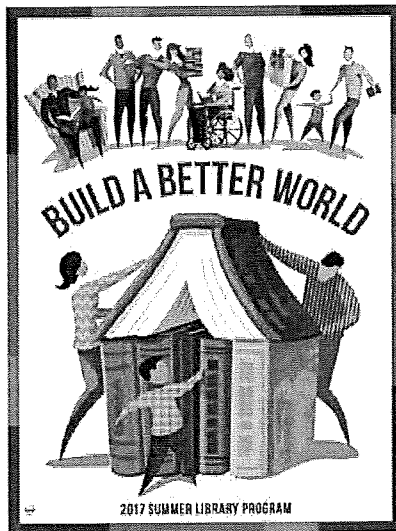
**Pop-Up Afternoons** 2:00-3:00 ages 4 up  
 Carefully explore a non-circulating collection of  
 Extraordinary Pop-Up Books.  
 June 28, July 26, August 16

**Stuffed Animal Picnic**  
 July 10 at 2:00 in the Meeting Room  
 Bring a favorite stuffed friend for songs, food and fun.

**Parent & Child Yoga** 10:30-11:30 ages 4-6  
 July 11 or August 13  
 Registration begins June 26 or July 24

**Chinese Art Programs** Ages 9 up  
 Registration begins July 3  
 July 19 5:00-6:00 Chinese Watercolor  
 July 26 5:00-6:30 Oriental Stone Art

**Rolie Polie Guaze** family program  
 Music and fun with flair  
 August 9 at 2:00



**Hit the nail on the head.**



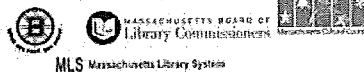
**Acton Memorial Library  
 2017 Summer Reading Program**

978-929-6655 ext 4

<http://www.actonmemoriallibrary.org>

Monday-Thursday 9:00-9:00, Friday 9:00-3:00, Saturday 9:00-1:00  
**Summer Reading Program Begins June 22<sup>nd</sup>**

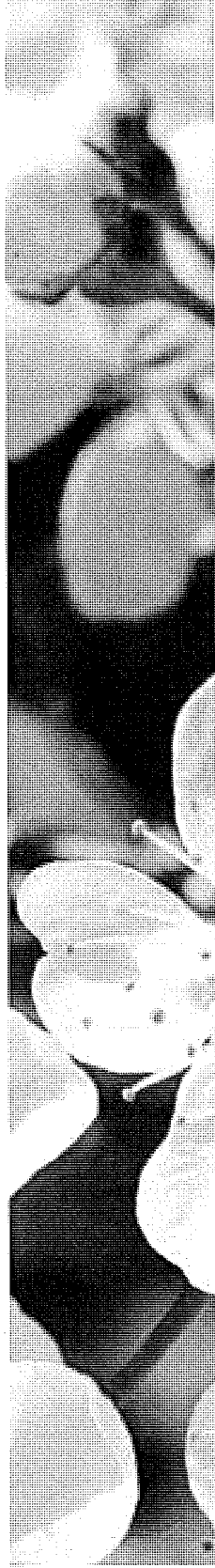
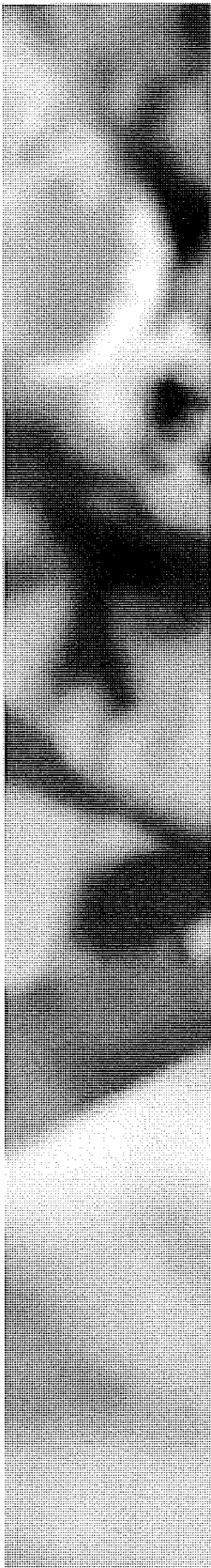
The 2017 Summer Reading Program is for children and families who enjoy books and reading. The child reading independently and the family reading together are invited to join in the program for a rich and rewarding summer. Pick up your reading logbook at the library.



Acton's participation in the 2017 nationwide Summer Reading Program is sponsored by the Acton Memorial Library, the Massachusetts Library System, the Massachusetts Board of Library Commissioners, the Friends of the Acton Libraries, the Acton Memorial Library Foundation, the Acton-Hoxborough Cultural Council, the Massachusetts Cultural Council, and the Boston Bruins.

**FUN FREE FRIDAYS**





**85 MUSEUMS & CULTURAL EVENTS  
10 FRIDAYS. 100% FREE  
FREE FUN FRIDAYS!**



**JUNE 23**  
Lyric Stage Company of Boston  
Mary Baker Eddy Library  
The Sports Museum  
Clark Art Institute  
The Marsh-Eddy Wharfedale Home  
Worcester Art Museum  
Vanderly Knox's Museum  
The Discovery Museum

**JUNE 30**  
Boston Children's Museum  
MIT Museum  
Homonor Railroad Museum  
Springfield Museums  
Fox Terrier  
Museum of Science  
New Bedford Whaling Museum  
The Gardens at Elm Bank (Mass Hort)

**JULY 7**  
Isabella Stewart Gardner Museum  
New England Science Center/Exploratorium Society  
Museum of Science at the Center for the Environment  
Museum of Science, Art & Culture  
Boston Free Children's Museum  
Fairmount Museum of Science  
Museum of Science  
Children's Museum in Boston  
The Hub of Boston Place

**JULY 14**  
Edward M. Kennedy Institute  
The Metropolitan Boston Area Museum  
Harvard Museum of Science & Culture  
East Anderson Auto Museum  
Presbyterian Art, Education and Museum  
Edward G. Carey House  
Museum of Russian Icons  
Cape Ann Museum

**JULY 21**  
Museum of Fine Arts, Boston  
Dorchester Museum  
The Museum of the NSAA  
Fridtjof Museum, The Trustees  
Spaulding Museum of Science & Postal History  
Lyons Museum  
Hancock Shaker Village  
Salem State Museum

**JULY 28**  
JFK Presidential Library and Museum  
Commonwealth Museum  
Annie Adams  
The Eric Cole Museum  
Berkshire Theatre Group  
Historic Deerfield  
Cape Cod Museum of Art  
Wareham Museum  
Tower Hill Botanic Garden

**AUGUST 4**  
Commonwealth Massachusetts Exhibition  
Old State House  
The Revolutionary Guard and  
Fort Mifflin Museum  
Children's Museum of Holyoke  
International Village of Holyoke  
The Cliff Motel, The Dinosaur  
JFK Hyannis Museum

**AUGUST 11**  
Frisco Park Zoo  
Puffin Crane Museum  
Cape Cod Maritime Museum  
Worcester Historical Museum  
Curtis Museum of Photography  
Franklin Art Museum  
Jacob's Field Dance  
South College Museum of Art  
Nausetqua, The Dunes

**AUGUST 18**  
The Institute of Contemporary Art/Boston  
Old North Church Village  
Freedom Hall Foundation  
Witterswoods Park Zoo  
Cape Cod Children's Museum  
Concord Museum  
Berkshire Museum  
Emily Dickinson Museum

**AUGUST 25**  
Boston Harbor Islands National and State Park  
USS Constitution Museum  
Plymouth Plantation  
MASS MOCA  
Northcutt Writing Museum  
The Children's Museum of Greater Fall River  
Museum of African American History  
Cape Cod Museum of Natural History  
Heritage Museums & Gardens

Facebook: @highlandstreet | Instagram: @highlandstreet | Twitter: @highlandstreet

The Boston Globe | WCVB 5

Please visit [HighlandStreet.org](http://HighlandStreet.org) or call 617.959.6900 for more information.

# BOSTON CENTRAL



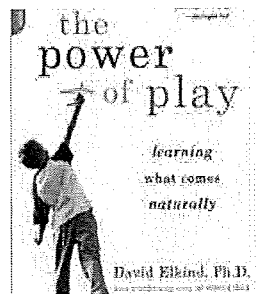
## ACTON-BOXBOROUGH FAMILY NETWORK

Acton-Boxborough Family Network



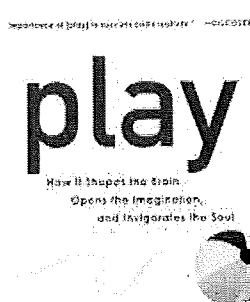
Community • Family • Fun!

### PRINT RESOURCES: PLAYTIME, DOWNTIME, FAMILY TIME



## DAVID ELKIND

[The Power of Play: Learning What Comes Naturally](#)



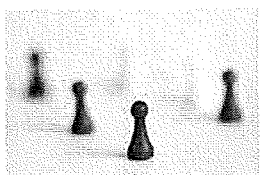
## STUART BROWN, M.D.

[Play: How it Shapes the Brain, Opens the Imagination, and Invigorates the Soul](#)



## NYT: ROBIN MARANTZ HENIG

[Taking Play Seriously](#)



## VIDEO RESOURCES: PLAYTIME, DOWNTIME, FAMILY TIME

Stuart Brown: Play is More Than Fun

<https://youtu.be/qcMujt-yjIA>

What Do I Do If My Kids Have Different Interests and I Want to Have Family Time?

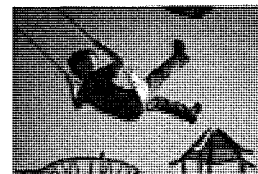
[https://youtu.be/A\\_G37z0A1dsWatch](https://youtu.be/A_G37z0A1dsWatch)

Alliance for Children

<http://www.allianceforchildhood.org/publications>

## A-B WELLNESS WEBSITE

Over the last few years, our district has engaged in work in the area of health and well-being for all members of our learning community, including social emotional learning (SEL).



We are excited to launch a website with a variety of resources for families, teachers, students, and the greater learning community: <http://abschoolswellness.weebly.com>. Here you will find a variety of pages and resources to support our mission to develop engaged, well-balanced learners through collaborative, caring relationships.



## PARTNERSHIP WITH STANFORD UNIVERSITY'S CHALLENGE SUCCESS ORGANIZATION

Facebook @chalsuccess

In the spring of 2016, ABRSD entered into a partnership with Challenge Success, out of Stanford University. Challenge Success aims to "provide schools and families with the information and strategies they need to create a more balanced and academically fulfilling life for their kids." The

team at Challenge Success partners with educators, parents, and students to implement best practices and policies in areas such as assessment, homework, and schedule.

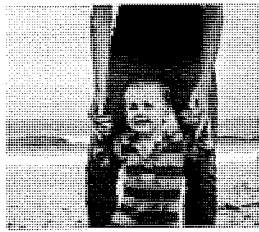
Stanford University, Stanford,...

challengesuccess.org

*"Our current fast-paced, high-pressure culture works against much of what we know about healthy child development... our largely singular focus on academic achievement has resulted in a lack of attention to other components of a successful life - the ability to be independent, adaptable, ethical, and engaged critical thinkers." (Pope, et al. , 2015)*

## CHALLENGE SUCCESS MANTRA

*At Challenge Success, we believe that our society has become too focused on grades, test scores, and performance, leaving little time for kids to develop the necessary skills to become resilient, ethical, and motivated learners. We provide families and schools with the practical, research-based tools they need to create a more balanced and academically fulfilling life for kids. After all, success is measured over the course of a lifetime, not at the end of a semester.*



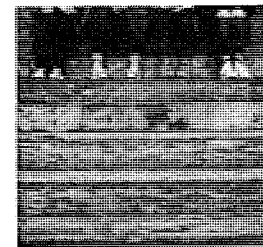
### AB WELLNESS WEBSITE

<http://abschoolswellness.weebly.com>



### CHALLENGE SUCCESS

<http://www.challengesuccess.org>



### DISTRICT AND COMMUNITY HAPPENINGS

<http://abschoolswellness.weebly.com/do.html>

*Office of the Superintendent*  
Acton-Boxborough Regional Schools  
978-264-4700, x 3206

TO: All Staff and Families  
FROM: Glenn Brand, Superintendent of Schools  
ON: May 12, 2017  
RE: **DISMISSAL TIMES for LAST DAY of SCHOOL - Thursday, June 22, 2017**

---

Dismissal times for Thursday, June 22, 2017:

**10:45 a.m. - Raymond J. Grey Junior High School**

**10:45 a.m. - Acton-Boxborough Regional High School**

**12:20 p.m. - Blanchard, Douglas and Gates Schools**

**1:00 p.m. - Conant, McCarthy-Towne and Merriam Schools**

**11:30 AM - Carol Huebner Early Childhood Program-Acton Site**

**11:35 AM - Carol Huebner Early Childhood Program-Boxborough Site**

**For both sites, no PM sessions will be held**

On Thursday, June 22, elementary schools will follow the regular Thursday early dismissal schedule.

The Junior High will have its end of year assembly on June 22 at the High School. Buses will transport Junior High and High School students from the High School at dismissal time on June 22.

In addition, please note that High School students will be dismissed at 10:45 a.m. after final examinations on June 16 through June 21.

Buses will be provided to transport High School students home at 10:45 a.m. on June 16 through June 21.

Lunch will not be available from the High School Cafeteria starting June 16. High School students will need to make a request at the High School Office and lunches will be sent down from the Junior High School.

**NOTE:** Breakfast and Lunch will be sold daily from 9:00 -11:30 a.m. in the High School Cafeteria again this summer from Monday, June 26 - Friday, August 4 (closed on July 4<sup>th</sup>). For students who currently receive free or reduced lunch, their eligibility continues through the summer. For more information, contact Food Services Director, Kirsten Nelson at 978-264- 4700 x3221 or [knelson@abschools.org](mailto:knelson@abschools.org).

June 6, 2017

Dear Members of the Acton-Boxborough Community,

I want to thank the members of the AB community for their belief in my work and leadership. Your support over the course of the last few weeks is heartfelt and valued.

In response to the widespread call from the community for me to reconsider my resignation, I would like to make it clear that I have no intentions of asking the Committee to reconsider the agreement that was reached and I do not wish for the Committee to take further action. As a result, the matter of my status is resolved.

As previously indicated, the Committee and I do not share a unified view on district operations and philosophy. Given this, it would serve no purpose to this fine district or to me to dredge up our differences, or feed speculation and rumor. The fact is, our differences exist and are, unfortunately, irreconcilable. The Committee and I are entitled to pursue employment relationships in which our respective roles are aligned with our views and expectations, and we will both move on.

It has been my pleasure to serve your children and the ABRSD as the Superintendent for the past three years. For the future, I wish nothing but the best for our families and communities.

Sincerely,

Glenn A. Brand, Ed.D., Superintendent

Acton-Boxborough Regional School District  
16 Charter Road  
Acton, Massachusetts 01720  
978.264.4700 ext. 3206  
Twitter: @SuperABRSD