



REGULAR MEETING
New Bedford School Committee
Keith Middle School: Monday, January 13, 2020
6:00 P.M.

PRESENT: MAYOR JON MITCHELL, MR. BRUCE OLIVEIRA, MR. CHRISTOPHER COTTER, MR. JACK LIVRAMENTO, MR. JOSHUA AMARAL, MS. COLLEEN DAWICKI, MR. JOHN OLIVEIRA

ABSENT:

IN ATTENDANCE: MS. KAREN TREADUP, MR. ANDREW O’LEARY, MS. HEATHER EMSLEY, MR. ROBERT TETRAULT,
STUDENT REPRESENTATIVE: RAINA GRACE

2. ROLL CALL OF COMMITTEE MEMBERS

The roll call was as follows:

- | | |
|------------------------------|---------------------------|
| Mr. John Oliveira – Yes | Mr. Joshua Amaral – Yes |
| Mr. Christopher Cotter – Yes | Ms. Colleen Dawicki – Yes |
| Mr. Jack Livramento – Yes | Mayor Mitchell - Yes |
| Mr. Bruce Oliveira – Yes | 7-Yeas, 0-Absent |

3. APPROVAL OF MINUTES

The School Committee voted UNANIMOUSLY, on a motion by Mr. Joshua Amaral and seconded by Mr. Christopher Cotter, to accept the following School Committee meeting minutes *(supporting documents #3)*.

- Regular Meeting Minutes: December 9, 2019

The roll call was as follows:

- | | |
|------------------------------|---------------------------|
| Mr. John Oliveira – No | Mr. Joshua Amaral – Yes |
| Mr. Christopher Cotter – Yes | Ms. Colleen Dawicki – Yes |
| Mr. Jack Livramento – Yes | Mayor Mitchell - Yes |
| Mr. Bruce Oliveira – Yes | 6-Yeas, 1-Nays, 0-Absent |

4. PUBLIC COMMENT

No public participation requested.

5. STUDENT REPRESENTATIVE REPORT

Student Representative, Raina Grace began her report with an update on holiday shopping at New Bedford High School (NBHS) for students. She shared that 150 students participated in the holiday shopping spree which included items

donated and wrapped by NBHS staff and were available free of charge to students in need. Ms. Grace went on to inform the committee that Ty Spencer, NBHS senior and herself were invited to attend the Massachusetts Government Day for student leaders being held at the State House in Boston, MA on Friday, April 3, 2020. Ms. Grace also shared that on Friday, January 10, 2020, NBHS alumni Class of 2017, Skyler Reese spoke to approximately 100 NBHS Academy of Honors students about the college application process. She is currently a junior at Harvard University. Ms. Grace added that over winter break Ms. Reese will be speaking with about 30 schools on this same college application process. Ms. Grace also shared information on upcoming testing and mock exams at the high school and added that the JROTC fitness contest would be taking place on Saturday, January 25, 2020. In conclusion, Ms. Grace announced the NBHS "Mr. Whaler" contest would be taking place on Saturday, February 8, 2020 after not being held for a few years. She added that 15 senior students will be participating, and the contest has a 1980's theme.

6. SUPERINTENDENT REPORT

- A. Superintendent Thomas Anderson began his report giving an overview of the seven goals he is striving towards. Superintendent Anderson explained the parallel focus that is leading all aspects of the goals which included depth of instruction, operating effectively and having a healthy cultural climate along with constant communication and collaboration. Superintendent Anderson went on to highlight each of seven goals and how they are connected to the mission of the school system. He began by reviewing Goal 1 which was professional practice. He shared the key actions and benchmarks that will be reached. He stated that goal 2 is district improvement and this goal will be used to bring NBPS out of the lowest 10% of school districts in the state by increasing graduation and enrollment and reducing chronic absenteeism. Superintendent Anderson shared goal 3 which was student achievement. He explained the supports that are in place to achieve this goal and shared the targets that NBPS is striving towards. Goal 4 on Superintendent Anderson list was district improvement. He shared the actions and benchmarks for this goal and gave examples of TV infomercials, printed materials and School Committee weekly updates as samples of what has been done as of date. Superintendent Anderson wrapped up his discussion with briefly overviewing his last three goals surrounding reducing chronic absenteeism, increasing advanced placement scores and SAT scores.

Superintendent Anderson went on to share with the School Committee members what his project-based goals were. He began with what was being discussed about the Magnet Program at NBHS and what it will take to expand this program and his timeline is from August 2019 to this coming June 2020. He included that the plan will entail hiring a coordinator for the program, identifying courses and initializing courses for a full program to be implemented during the 2012-2022 school year. Superintendent Anderson explained his next project goal, his Capital Maintenance Plan. This plan will entail high standards of school grounds appearance, developing and monitoring action plans, effective project management including reviewing and revising expectations of standard care. The last project-based goal that Superintendent Anderson reviewed was the district's Athletics plan which included finalizing the strategy, establishing benchmarks and milestones, as well as, communicating and outreach of support from the community.

Superintendent Anderson went on explain how NBPS has included a wide range of the community's input in developing his goals and plans for the district. He shared information on how this insight was collected over the last year. He stated an example of how he set up 3, one-hour sessions led by a facilitator to generate the feedback from the community and how the audience was made up of students, parents, staff, administrators and community members.

Next, the School Committee received some updated data surrounding attendance from Karen Treadup, the Deputy Superintendent. Ms. Treadup gave the district-wide average for attendance for the past two years for the period between September and January. She told the committee that for the 2018-2019 school year NBPS district average was 95.53% and for the 2019-2020 school year it is at 96.02% compared to the state average of 94.6%. Ms. Treadup went on to share some attendance data for some of the schools with Superintendent Anderson contributing that Whaling City High had a 3% increase in their attendance from the start of school till

January 1st of the past two school years. Ms. Treadup went on discussing the changes and protocols for chronic absenteeism and how it is being addressed. She shared how the schools can drill right down to the student level and address the problems right away. School Committee member, Jack Livramento asked for some clarification on the absenteeism comparison chart that was being displayed. Ms. Treadup explained how to read the chart and pointed out Whaling City High as an example. She showed how the school went from 69% of the students in the 2018-2019 school year had more than 10 absences compared to the 2019-2020 school year in which 38% of the students had more than 10 absences. School Committee member, Mr. Joshua Amaral added a question, he asked if Superintendent had absentee statistics for all the school and not just what is being seen on the presentation screen. Superintendent Anderson said yes and shared that the schools were all in the same percentage range. Mayor Mitchell, Mr. Amaral and School Committee member Mr. Bruce Oliveira bantered a few statistical questions around that Superintendent Anderson clarified answers on. Mr. Amaral had an additional question and asked the Superintendent if he had a way of discerning the information. Ms. Treadup assured him the data specialist can provide further breakdowns in the categories. Mayor Mitchell asked Ms. Treadup, what is the reason for these decreases. Ms. Treadup stated that the new protocol was implemented last-year and teachers have had time to adjust and implement the new policy and be more accountable for the students. Superintendent Anderson concluded with sharing more details about some of the attendance process and stressed that communication is the biggest key. School Committee member, Mr. Christopher Cotter asked if the Superintendent could provide a snapshot for the School Committee to know what is happening that is related to this change in attendance.

Deputy Superintendent Treadup went on to update the committee on the instructional focus that the schools are taking in the essential areas for growth. She discussed standard-based and grade appropriate assignments, effective instruction, student engagement and the high expectations for all students and how all ties into the district's strategic plans. Before going on to general updates, Superintendent Anderson ended his report by reminding the School Committee that NBPS is focusing on the whole child. He shared that over the past year nurses and counselors are being assessed and supported and NBPS continues social emotional development and support for students.

- B. Superintendent Anderson informed the committee of some general updates. He stated that the Acceleration Academy is working with the Department of Elementary and Secondary Education (DESE). During vacation weeks, at no cost to parents, students will be able to gain a focus in math. DESE will cover the cost of teachers coming from across the country to participate in this academy. The Superintendent did state to the committee after Mayor Mitchell asked, that there will be limited seats and the target groups are Grades 6th through 8th for a full school day. He added that in February the focus is ELA and April's focus will be Math.

School Committee member, Mr. Christopher Cotter had one quick question for the Superintendent. Mr. Cotter asked for an update on the City on a Hill Public Charter School. Superintendent Anderson responded that the students are working with the counselors on getting themselves started with the transfer process and are reviewing when exactly should they transfer. He also added that the City on a Hill students can still call the Superintendent Office for assistance.

7. OTHER REPORTS

- A. Finance and Operations Report: Assistant Superintendent for Finance and Operations, Mr. Andrew O'Leary began by updating the School Committee on the NBPS Function Code Report. Mr. O'Leary explained the report and stated that it compares the 2018-2019 and 2019-2020 school years. Mr. O'Leary explained the categories within the report and made the committee aware that he is monitoring the status of the Special Education due to the spike in the numbers. He did state this there was more elbow room with last years numbers compared to this year's numbers. Mr. O'Leary explained that the cost of enrollment, increased out of district placements and the cost of out of district placements are some of the reasons for the spike. He added that it is manageable this year but, he will be monitoring these numbers closely over the next year.

Superintendent Anderson gave a more in-depth explanation on the cost of Special Education. Mr. O'Leary went on to give informative details about the general expenses, salary and transfer reports. He included that the schools got a boost in funds and are using the monies to obtain needed classroom supplies. After Mr. O'Leary concluded his reports, School Committee member Mr. Bruce Oliveira added for the record that the transfers were recommended by the Finance Sub-Committee to move forward to the full School Committee for approval as presented.

The School Committee voted UNANIMOUSLY on a motion made by Mr. John Oliveira and seconded by Mr. Christopher Cotter to approve the Transfer Report.

Facilities Report: Mr. O'Leary shared that NBPS has begun the Massachusetts School Building Authority (MSBA) process for "Statements of Interest" for accelerated repairs and new construction for March and April 2020. He added that on-call architects are being using for facilities and security projects. He ended his report by letting the committee know that the Parker Street project, behind NBHS, is underway.

The School Committee voted UNANIMOUSLY on a motion made by Mr. Bruce Oliveira and seconded by Mr. Jack Livramento to accept the Finance and Operations Reports as presented.

- B. Personnel Report: Ms. Heather Emsley, Executive Director of Human Capital Services, shared that there were 21 appointments with six from Unit A, five from AFSCME, 5 paraprofessionals and 5 non-union, as well as, 8 retirements from Unit A. Ms. Emsley added that there we're a total of six resignations with one from Unit A, 4 non-union, 1 AFSCME and 2 paraprofessionals. She concluded that there were 14 substitutes with three from Food Service, 6 teachers and 2 custodians and a total of 3 transfers which consisted of 1 paraprofessional and 2 AFSCME. Ms. Emsley concluded her report by announcing to the committee that the District Career Fair will be held on Saturday, March 21st from 9:00 am -12:00 pm in the Community Room at the Keith Middle School.

The School Committee voted UNANIMOUSLY on a motion made by Mr. Christopher Cotter and seconded by Mr. Bruce Oliveira to accept the Personnel Report.

- C. School Committee Report: School Committee member, Ms. Colleen Dawicki shared information on the Congdon Elementary School recess visit on Friday, January 17th at 11am. Ms. Dawicki shared that the School Wellness Committee has been meeting throughout the school year. She stated that the School Wellness Committee has been working with community partners. She stated that Emily Westgate from Playworks New England was in the audience and she would be discussing and sharing information during the visit to Congdon Elementary School. Ms. Dawicki also shared that more information would be shared at the February School Committee meeting. School Committee member, Mr. John Oliveira shared a report on his visit to the Family Engagement Center at the Keith Middle School and expressed that NBPS needs to do a better job with the school websites. Superintendent Anderson explained that NBPS are working with an outside vendor to better develop the school websites and how NBPS is trying to make what is being used now functional as the process moves forward.

8. NEW BUSINESS

- A. Mayor Mitchell began discussing the new business for the committee and reminded everyone that major projects are sponsored by the Massachusetts School Building Authority (MSBA) and gave examples of how the School Committee and district has used the MSBA in the past for accelerated projects and repairs. Mayor Mitchell asked Mr. O'Leary to share what projects the upcoming submission of Statements of Interest to the MSBA were for. Mr. O'Leary explained the MSBA process and shared the categories that the MSBA covers. He shared information on past projects with the MSBA and reviewed the Statements of Interests forms dated January 13, 2020 that were currently going to be submitted to the MSBA for the Elwyn G. Campbell Elementary

School located at 145 Essex Street, the James B. Congdon Elementary School located at 50 Hemlock Street and the John B. DeValles Elementary School located at 120 Katherine Street in New Bedford, Ma. Mr. O’Leary stated that the MSBA is requiring two statements of interest at this point, but the expectation is for the MSBA to combine the 2 projects, the John B. DeValles School and the James B. Congdon School into one project and one new building for the two aging schools. Mr. O’Leary shared how the NBPS School Building Committee reviewed and recommended what buildings out of the seven aging school buildings left were in the greatest need of repair. School Committee member, Mr. Bruce Oliveira commented on how the committee made the determination between pre-war (world war one) school buildings and post-war school building in need of repair and how to best maximize the funds for the Statements of Interest that will be submitted by the Superintendent. After discussions, Mr. Bruce Oliveira read the motions and voted concurrently as follows:

MOTION ONE:

The School Committee voted UNANIMOUSLY on a motion made by Mr. Bruce Oliveira, “Having convened in an open meeting on Monday, January 13, 2020 prior to the Statement of Interest submission closing date, the School Committee of the City of New Bedford, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest form dated January 13, 2020 for the Elwyn G. Campbell Elementary School located at 145 Essex Street, New Bedford, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future for Priority 5: replacement, renovation or modernization of school facility systems such as roofs, windows, boilers, heating and ventilation, to increase energy conservation and decrease energy related costs in a school facility. This Statement of Interest is specifically for window, door, roof and boiler replacements; and hereby further specifically acknowledges that by submitting this Statement of Interest form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional school district to filing an application for funding with the Massachusetts School Building Authority” and seconded by Mr. Joshua Amaral to approve the Superintendent submitting a Statement of Interest to the Massachusetts School Building Authority.

The roll call vote was as follows:

Mr. John Oliveira – Yes	Mr. Joshua Amaral – Yes
Mr. Christopher Cotter – Yes	Ms. Colleen Dawicki – Yes
Mr. Jack Livramento – Yes	Mayor Mitchell - Yes
Mr. Bruce Oliveira – Yes	<i>7-Yeas, 0-Nays, 0-Absent</i>

B. MOTION TWO:

The School Committee voted UNANIMOUSLY on a motion made by Mr. Joshua Amaral, “Having convened in an open meeting on Monday, January 13, 2020 prior to the Statement of Interest submission closing date, the School Committee of the City of New Bedford, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest form dated January 13, 2020 for the James B. Congdon Elementary School located at 50 Hemlock Street, New Bedford, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future for Priority 7: replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements and hereby further specifically acknowledges that by submitting this Statement of Interest form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional school district to filing an application for funding with the Massachusetts School Building Authority” and seconded by Mr. Jack Livramento

to approve the Superintendent submitting a Statement of Interest to the Massachusetts School Building Authority.

The roll call vote was as follows:

Mr. John Oliveira – Yes	Mr. Joshua Amaral – Yes
Mr. Christopher Cotter – Yes	Ms. Colleen Dawicki – Yes
Mr. Jack Livramento – Yes	Mayor Mitchell - Yes
Mr. Bruce Oliveira – Yes	<i>7-Yeas, 0-Nays, 0-Absent</i>

MOTION THREE:

The School Committee voted on a motion made by Mr. Joshua Amaral, “Having convened in an open meeting on Monday, January 13, 2020 prior to the Statement of Interest submission closing date, the School Committee of the City of New Bedford, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest form dated January 13, 2020 for the John B. DeValles Elementary School located at 120 Katherine Street, New Bedford, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future for Priority 7: replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements and hereby further specifically acknowledges that by submitting this Statement of Interest form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional school district to filing an application for funding with the Massachusetts School Building Authority” and seconded by Mr. Jack Livramento to approve the Superintendent submitting a Statement of Interest to the Massachusetts School Building Authority.

The roll call vote was as follows:

Mr. John Oliveira – No	Mr. Joshua Amaral – Yes
Mr. Christopher Cotter – Yes	Ms. Colleen Dawicki – Yes
Mr. Jack Livramento – Yes	Mayor Mitchell - Yes
Mr. Bruce Oliveira – Yes	<i>6-Yeas, 1-Nays, 0-Absent</i>

- C. Mayor Mitchell continued the agenda by asking Mr. Andrew O’Leary to share information with the School Committee regarding the renewal of the Bus Transportation Contracts for the school district. Mr. O’Leary shared that the last time the district went out to bid the district adopted a two plus one contract. Mr. O’Leary went on to explain that what this vote would do is follow the recommendation of the Transportation Sub-Committee who reviewed the contract, reviewed the performance of the vendor and the price. Mr. Jack Livramento, chair of the Transportation Sub-Committee recommended that the School Committee approve the contract with the vendors for another year, 2021. Mr. Livramento stepped in and explained to the committee what the sub-committee reviewed in order to make this recommendation.

The School Committee voted UNANIMOUSLY on a motion made by Mr. Bruce Oliveira and seconded by Mr. Joshua Amaral to follow the recommendation of the Transportation Sub-Committee and approve the bus transportation contract renewal for the third-year option.

The roll call vote was as follows:

Mr. John Oliveira – Yes	Mr. Joshua Amaral – Yes
Mr. Christopher Cotter – Yes	Ms. Colleen Dawicki – Yes
Mr. Jack Livramento – Yes	Mayor Mitchell - Yes

Mr. Bruce Oliveira – Yes

7-Yeas, 0-Nays, 0-Absent

9. OLD BUSINESS

Mayor Mitchell reviewed what polices were approved for the first reading during the November 2019 School Committee meeting: Files GBEB Employee Conduct, EFD Meal Charge and BEDG Minutes. Mr. Joshua Amaral went on to review what the Policy Sub-Committee reviewed on the policies and after discussion the committee voted as follows:

The Committee voted UNANIMOUSLY, on a motion by Mr. Joshua Amaral and seconded by Mr. Bruce Oliveira to approve the second and final reading of the GBEB Employee Conduct, EFD Meal Charge and BEDG Minutes policies.

12. EXECUTIVE SESSION

The Committee voted UNANIMOUSLY, on a motion by Mr. Christopher Cotter and seconded by Mr. Joshua Amaral to not enter Executive Session.

11. ADJOURN

The School Committee voted UNANIMOUSLY on a motion made by Mr. Jack Livramento and seconded by Mr. Christopher Cotter to adjourn the School Committee meeting. The meeting adjourned at 7:32 pm

The roll call was as follows:

Mr. John Oliveira – Yes
Mr. Christopher Cotter – Yes
Mr. Jack Livramento – Yes
Mr. Bruce Oliveira – Yes

Mr. Joshua Amaral – Yes
Ms. Colleen Dawicki – Yes
Mayor Mitchell - Yes
7-Yeas, 0-Nays, 0-Absent

Submitted by:



Marjorie Fernandes
Senior Executive Assistant
Recording Secretary, School Committee

Reviewed by:



Thomas Anderson
Superintendent
Secretary, School Committee

FY20 Salary Spend Down Report

			Bi-Weekly Payroll	Balance
Original Budget	110,341,356.00			
* Transfers	1,347,565.00			
Revised Budget	111,688,921.00			
7/6/19			2,789,548.72	108,899,372.28
7/20/19	Week ending 6/29/19 accrued to FY19	(1,373,511.88)	2,900,965.10	107,371,919.06
8/3/19	Time Entry Accrual	(74,177.72)	2,878,265.77	104,567,831.01
8/17/19	Summer Accrual	(8,491,649.33)	2,811,405.13	110,248,075.21
8/31/19			3,507,865.28	106,740,209.93
9/14/19			4,254,511.66	102,485,698.27
9/28/19			4,285,221.06	98,200,477.21
10/12/19			4,317,169.45	93,883,307.76
10/26/19			4,294,805.72	89,588,502.04
11/9/19			4,332,161.52	85,256,340.52
11/23/19	<i>includes 90,787.50 in longevity payments</i>		4,403,407.45	80,852,933.07
12/7/19	<i>includes 460,342 longevity & 12,825 sick incentives</i>		4,826,445.29	76,026,487.78
12/21/19			4,360,367.01	71,666,120.77
1/4/20			4,095,901.82	67,570,218.95
** 1/18/20			4,448,063.32	63,122,155.63
2/1/20			4,412,089.00	58,710,066.63
2/15/20			4,412,089.00	54,297,977.63
2/29/20			4,412,089.00	49,885,888.63
3/14/20			4,412,089.00	45,473,799.63
3/28/20			4,412,089.00	41,061,710.63
4/11/20			4,412,089.00	36,649,621.63
4/25/20			4,412,089.00	32,237,532.63
5/9/20			4,412,089.00	27,825,443.63
5/23/20			4,412,089.00	23,413,354.63
6/6/20			4,412,089.00	19,001,265.63
6/20/20	<i>2nd week will have no 42 week pays</i>		4,102,800.00	14,898,465.63
7/4/20	<i>7 days of this payroll to charge to FY20; 3 days will stay in FY21</i>		463,500.00	14,434,965.63
7/18/20	Service Transfers To Date	(67,417.76)	-	14,502,383.39
8/1/20	Anticipated Service Transfer Reimbursements	(100,000.00)	-	14,602,383.39
8/15/20	Voids/Handwrites To Date	70,131.05	-	14,532,252.34
8/22/20	Lump Sum & Summer Accrual	12,981,200.00	-	1,551,052.34
	Custodial & ROTC Reimbursements to date	(71,264.61)	-	1,622,316.95
	ROTC Reimb Reimbursement (remaining)	(56,328.60)	-	1,678,645.55
	Retirement Payouts	743,000.00	-	935,645.55
	Longevity	-	-	935,645.55
	Sick Incentive	-	-	935,645.55
	Vacation Pay Paras/School Year Secretaries	150,000.00	-	785,645.55
	Prof Development reimbursement	-	-	785,645.55
	NBEA Reimbursement	(80,000.00)	-	865,645.55

TRANSFER OF FUNDS

1/31/2020

FOR APPROVAL													
FROM													
Org	Func	Obj	Description	TO	Org	Func	Obj	Description	Amount	Reason			
S2069580	2420	580008	SPED Instructional Equipment	S2484860		2710	521050	Guidance/SAC Other Expenditures	1,000.00	Licence reimbursements			
S2069580	2420	580008	SPED Instructional Equipment	S2060660		2110	521050	Director SPED Other Expenditures	3,500.00	SPED Memberships			
S1249540	2440	520004	Renaissance Other Instr Services	S1245450		2455	540005	Renaissance Instructional Software	3,420.00	Lexia renewal			
S2068440	2110	520004	Dir Sped Contracted Services	S2065750		2356	540005	Prof Development Supplies	700.00	CIP Books			
S0155451	2455	540005	Brooks Instructional Software	S0155481		2451	580008	Brooks Classroom Instructional Tech	974.97	Chromebook Cart			
S1253150	2410	540005	Rodman Workbooks	S1259581		2453	580008	Rodman Instructional Hardware	710.00	InFocus Projectors			
S5055741	2358	520004	NBHS Prof Development Services	S5055762		2356	521050	NBHS Prof Development Other Expenditures	1,500.00	to attend professional development for remainder of the year			
S1303150	2410	540005	Swift Workbooks	S1308441		5300	520004	Swift Lease of Equipment	1,219.32	New copier lease agreement			
S4059551	2430	540005	Keith Classroom Supplies	S4055450		2455	540005	Keith Instructional Software	850.00	Dream Box Learning Program			
S4059551	2430	540005	Keith Classroom Supplies	S4059583		2453	580008	Keith Instructional Hardware	1,100.00	Epson Projector purchase			
S4059551	2430	540005	Keith Classroom Supplies	S4059581		2420	580008	Keith Instructional Equipment	435.00	Color Printer			
S2484813	2710	511110	Guid/SAC District Wide Salaries	S2065740		2358	520004	Prof Development Contracted Services	11,250.00	Evauation/PD Sped Department			
S2020231	4220	511110	Maintenance Salaries District Wide	S2020241		4300	520004	Ext Maintenance Contracted Services	25,000.00	Architectural Services & Project Planning			
INFORMATIONAL													
S2069580	2420	580008	SPED Instructional Equipment	S0209580		2420	580008	Campbell Instructional Equipment	1,640.72	SPED Classroom Equipment			

FY 20 GENERAL EXPENSE BUDGET REPORT

SCHOOLS	Budget	YTD Expended	Encumbrances	Balance	Percent Spent & Enc
ASHLEY ELEMENTARY SCHOOL	54,370.95	32,465	14,697	7,209	86.7%
BROOKS ELEMENTARY SCHOOL	60,131.76	21,418	29,686	9,028	85.0%
CAMPBELL ELEMENTARY SCHOOL	59,119.67	23,839	16,396	18,885	68.1%
CARNEY ACADEMY	181,622.89	117,373	41,426	22,823	87.4%
CONGDON ELEMENTARY SCHOOL	69,474.90	24,155	17,904	27,416	60.5%
DEVALLES ELEMENTARY SCHOOL	76,750.90	34,518	21,248	20,985	72.7%
GOMES ELEMENTARY SCHOOL	123,692.85	52,188	55,361	16,143	86.9%
HATHAWAY ELEMENTARY SCHOOL	55,067.79	28,507	15,801	10,761	80.5%
HAYDEN MCFADDEN ELEMENTARY SCHOOL	129,570.82	51,277	39,348	38,946	69.9%
JACOBS ELEMENTARY SCHOOL	80,155.90	48,537	20,125	11,493	85.7%
LINCOLN ELEMENTARY SCHOOL	148,427.66	60,280	45,149	42,999	71.0%
PACHECO ELEMENTARY SCHOOL	68,895.59	32,003	9,835	27,057	60.7%
PARKER ELEMENTARY SCHOOL	87,422.95	37,553	12,296	37,574	57.0%
PULASKI ELEMENTARY SCHOOL	185,632.85	111,844	46,005	27,784	85.0%
RENAISSANCE	109,224.98	27,606	26,217	55,403	49.3%
RODMAN ELEMENTARY SCHOOL	51,235.41	23,149	13,281	14,806	71.1%
SWIFT ELEMENTARY SCHOOL	48,921.98	22,276	13,017	13,629	72.1%
TAYLOR ELEMENTARY SCHOOL	53,640.95	35,950	12,032	5,658	89.5%
WINSLOW ELEMENTARY SCHOOL	68,135.95	49,884	16,945	1,306	98.1%
KEITH MIDDLE SCHOOL	148,190.00	92,360	37,925	17,905	87.9%
NORMANDIN MIDDLE SCHOOL	171,554.00	82,454	64,193	24,907	85.5%
ROOSEVELT MIDDLE SCHOOL	143,614.00	100,946	18,271	24,397	83.0%
HIGH SCHOOL	1,058,191.00	550,787	178,779	328,625	68.9%
TRINITY DAY ACADEMY	35,874.36	11,857	10,203	13,815	61.5%
WHALING CITY JR/SR HIGH SCHOOL	17,690.98	13,353	2,192	2,146	87.9%

FY 20 GENERAL EXPENSE BUDGET REPORT

DEPARTMENTS AND PROGRAMS	Budget	YTD Expended	Encumbrances	Balance	Percent Spent & Enc
ADULT EDUCATION	6,047.00	4,710	-	1,337	77.9%
BUSINESS OFFICE	3,184,827.02	1,210,220	1,131,270	843,337	73.5%
DEPUTY SUPERINTENDENT	22,804.00	16,075	1,846	4,882	78.6%
EDUCATIONAL ACCESS & PATHWAYS	123,177.00	46,218	49,345	27,615	77.6%
ELEMENTARY AFTER SCHOOL PROGRAM	35,000.00	80	-	34,920	0.2%
FACILITIES	2,090,570.54	1,186,693	744,989	158,888	92.4%
FAMILY WELCOME CENTER	41,716.00	9,906	12,701	19,109	54.2%
FINE ARTS	142,480.00	54,444	42,453	45,583	68.0%
GUIDANCE & PUPIL PERSONNEL	187,775.00	61,146	9,499	117,130	37.6%
HEALTH SERVICES	63,260.00	53,661	450	9,149	85.5%
HUMAN CAPITAL SERVICES	85,408.00	64,376	4,925	16,108	81.1%
OFFICE OF INSTRUCTION	365,091.21	33,614	45,062	286,416	21.5%
PARENTING TEENS	11,934.00	4,508	2,857	4,569	61.7%
PHYSICAL EDUCATION, HEALTH & ATHLETICS	81,607.00	29,338	7,757	44,513	45.5%
SCHOOL COMMITTEE	17,680.00	11,841	2,085	3,754	78.8%
SEA LAB	51,113.00	26,074	8,208	16,831	67.1%
SPECIAL EDUCATION	10,118,823.28	5,033,958	5,027,238	57,627	99.4%
SUPERINTENDENT	259,131.00	104,491	137,456	17,184	93.4%
TECHNOLOGY SERVICES	1,563,328.46	1,096,481	228,825	238,022	84.8%
TRANSPORTATION	11,975,233.00	5,746,363	6,172,560	56,309	99.5%
UTILITIES	3,467,719.16	961,361	2,470,927	35,431	99.0%
TOTAL ALL SCHOOLS & DEPARTMENTS	37,181,335.76	17,442,136	16,878,786	2,860,413	92.3%

**FUNCTION CODE SUMMARY
JANUARY 2020**

01/31/20			
FY20 REVISED BUDGET	AVAILABLE BUDGET	% Available	CATEGORY
4,197,500	22,863	1%	Special Education Tuition
206,147	93,575	45%	Adult Ed
13,043,323	3,070,825	24%	Facilities & Maintenance
1,753,651	535,496	31%	Technology
2,619,854	1,262,830	48%	Retirement Insurance
19,084,517	7,756,848	41%	Counseling Student support
2,864,603	1,029,605	36%	Admin
78,588,273	45,906,988	58%	Teaching Services
3,675,525	892,147	24%	Instructional supplies
9,360,420	4,672,083	50%	School leadership
12,022,542	213,435	2%	Transportation
1,999,639	884,595	44%	Athletics /Security/Misc
\$ 149,415,994	\$ 66,341,292	44%	
01/31/19			
FY19 REVISED BUDGET	AVAILABLE BUDGET	% Available	CATEGORY
3,990,000	595,836	15%	Special Education Tuition
204,554	91,182	45%	Adult Ed
11,597,259	2,643,170	23%	Facilities & Maintenance
1,801,430	628,419	35%	Technology
2,535,719	1,540,699	61%	Retirement Insurance
17,391,549	6,799,558	39%	Counseling Student support
2,645,735	947,815	36%	Admin
73,915,575	43,042,099	58%	Teaching Services
2,620,282	709,497	27%	Instructional supplies
8,334,146	4,301,634	52%	School leadership
11,279,880	156,444	1%	Transportation
1,513,871	714,795	47%	Athletics /Security/Misc
\$ 137,830,000	\$ 62,171,147	45%	

FUNCTION CODE REPORT JANUARY 2020

ACCOUNT DESCRIPTION	ORIGINAL	TRANFRS	REVISED	YTD EXPENDED	ENCUMBRANCE	AVAILABLE	PERCENT
	APPROP	ADJSMTS	BUDGET			BUDGET	USED
S1110 School Committee	17,680	0	17,680	11,841.25	2,085.00	3,754	78.77%
S1210 Superintendent	413,200	65,166	478,366	266,534.51	10,541.45	201,290	57.92%
S1220 Assist Superintendent	199,867	5,000	204,867	124,831.72	574.66	79,461	61.21%
S1230 District-Wide Administra	218,613	-29	218,584	122,929.34	14,166.92	81,487	62.72%
S1410 Finance and Business	1,196,206	0	1,196,206	743,983.51	48,302.70	403,920	66.23%
S1420 Human Resources	488,900	0	488,900	272,140.89	1,565.67	215,193	55.98%
S1430 Legal for School Committ	200,000	-15,000	185,000	62,174.32	108,325.68	14,500	92.16%
S1435 Legal Settlements	75,000	0	75,000	45,000.00	0.00	30,000	60.00%
S1450 District-Wide MIS	65,328	112,657	177,985	165,875.29	3,757.93	8,352	95.31%
S2110 Curriculum Dir Superviso	2,178,326	63,370	2,241,696	1,040,319.64	20,440.41	1,180,936	47.32%
S2130 Instr Tech Train	249,060	0	249,060	117,266.30	0.00	131,794	47.08%
S2210 Principals Office - Bull	6,846,916	22,748	6,869,664	3,472,663.60	37,646.56	3,359,354	51.10%
S2250 Principals Technology-Bu	6,600	1,650	8,250	5,464.86	0.00	2,785	66.24%
S2305 Classroom Teachers	68,518,082	718,480	69,236,562	28,594,704.04	0.00	40,641,858	41.30%
S2320 Medical/Therapeutic Serv	2,705,088	-2,798	2,702,290	1,461,492.55	174,771.40	1,066,026	60.55%
S2324 Substitutes Long Term	0	0	0	68,810.54	0.00	-68,811	#DIV/0!
S2325 Substitutes Short Term	1,100,000	0	1,100,000	377,891.50	0.00	722,109	34.35%
S2330 Non-Clerical Paraprofess	7,193,664	300,000	7,493,664	3,318,217.74	0.00	4,175,446	44.28%
S2340 Librarians _ Media Direc	161,676	0	161,676	66,446.66	0.00	95,229	41.10%
S2345 Distance Learn/Online Co	88,075	0	88,075	81,300.00	0.00	6,775	92.31%
S2352 Instructional Coaches	87,711	55,000	142,711	70,388.59	0.00	72,322	49.32%
S2353 Teacher/Instruc Staff-Pr	0	27,500	27,500	0.00	0.00	27,500	0.00%
S2354 Instructional Coaches St	3,000	0	3,000	0.00	0.00	3,000	0.00%
S2356 Professional Dev Staff	114,679	-587	114,092	22,409.10	3,636.03	88,047	22.83%
S2358 Professional Development	220,797	196	220,993	41,467.68	36,013.28	143,512	35.06%
S2410 Textbks _ Software/Media	580,552	-59,575	520,977	208,460.25	131,449.91	181,067	65.24%
S2415 Other Instruc Mats - Lib	206,468	27,104	233,572	20,853.63	17,178.25	195,540	16.28%
S2420 Instructional Equipment	217,150	119,066	336,216	97,423.01	29,038.41	209,754	37.61%
S2430 General Supplies	790,618	169,622	960,240	578,048.04	194,055.72	188,137	80.41%
S2440 Other Instructional Serv	477,259	6,142	483,401	173,174.79	328,333.36	-18,107	103.75%
S2451 Classroom Instructional	661,158	15,972	677,130	550,983.86	106,456.06	19,690	97.09%
S2453 Other Instructional Hard	143,645	88,869	232,514	77,422.90	107,354.52	47,737	79.47%
S2455 Instructional Software	244,106	-12,632	231,474	139,630.52	23,514.40	68,329	70.48%
S2710 Guidance Adjustment Co	5,217,842	-79,613	5,138,229	2,166,926.32	523.00	2,970,779	42.18%
S2720 Testing Assessment	47,900	77,884	125,784	39,150.35	34,667.65	51,966	58.69%
S2800 Psychological Services	6,885,086	0	6,885,086	3,005,472.93	2,629,214.93	1,250,398	81.84%
S3100 Attend Parent Liaison Se	1,166,188	1,325	1,167,513	460,116.23	12,605.23	694,792	40.49%
S3200 Health Services	2,939,216	126,400	3,065,616	1,342,052.11	676.53	1,722,887	43.80%
S3300 Student Transportation	220,012	0	220,012	111,607.35	0.00	108,405	50.73%
S3301 Transportation to Sch In Dist	8,982,921	0	8,982,921	4,180,966.06	4,884,557.20	-82,602	100.92%
S3302 Transport to Sch out of Dist	2,450,180	21,310	2,471,490	1,366,527.85	991,570.15	113,392	95.41%
S3310 Operation of School Bus	6,250	0	6,250	1,064.04	4,800.96	385	93.84%
S3320 Transportation	20,000	0	20,000	15,326.72	1,886.18	2,787	86.06%

S3350 Maint School Buses	12,500	0	12,500	3,296.37	1,923.04	7,281	41.76%
S3510 Athletics Services	812,260	0	812,260	436,423.21	56,142.90	319,694	60.64%
S3520 Other School Services	556,631	26,520	583,151	202,560.12	28,631.09	351,960	39.65%
S3600 School Security	306,448	297,780	604,228	164,882.07	226,404.90	212,941	64.76%
S4110 Custodial Services	4,833,094	-10,000	4,823,094	2,580,234.25	122,282.76	2,120,577	56.03%
S4120 Heating of Buildings	1,236,385	0	1,236,385	137,181.23	1,016,785.06	82,419	93.33%
S4130 Utility Services	2,375,050	111,364	2,486,414	717,833.57	1,661,777.52	106,803	95.70%
S4210 Maintenance of Grounds	172,824	-5,000	167,824	73,161.50	14,901.19	79,761	52.47%
S4220 Maintenance of Buildings	1,286,831	20,000	1,306,831	719,608.10	9,836.10	577,387	55.82%
S4230 Maintenance of Equip	176,550	-5,922	170,628	54,119.89	31,644.60	84,863	50.26%
S4235 Gas Vehicles	20,000	0	20,000	11,153.21	8,846.79	0	100.00%
S4300 Extraordinary Maint	1,066,646	285,283	1,351,929	757,461.62	592,634.09	1,833	99.86%
S4400 Networking Tele	832,579	0	832,579	445,740.47	0.00	386,839	53.54%
S4450 Technology Maintenance	872,257	-137,420	734,837	507,105.17	90,211.25	137,521	81.29%
S5100 Employee Retirement	0	0	0	14,100.00	0.00	-14,100	#DIV/0!
S5150 Employee Separation Cost	905,000	0	905,000	245,594.26	0.00	659,406	27.14%
S5200 Insurance Programs	1,715,784	-930	1,714,854	595,930.99	371,899.03	747,024	56.44%
S5260 Other Non-Emp Insur	0	0	0	129,500.00	0.00	-129,500	#DIV/0!
S5300 Rental-Lease of Equip	1,454,843	19,375	1,474,218	728,610.98	728,425.10	17,182	98.83%
S5350 Rental-Lease of Building	6,000	0	6,000	3,000.00	3,000.00	0	100.00%
S5550 Crossing Guards	59,400	0	59,400	23,213.64	0.00	36,186	39.08%
S6200 Civic Activities	206,147	0	206,147	112,571.69	0.00	93,575	54.61%
S6900 Transp Svc NonPublic	211,752	0	211,752	65,624.00	118,526.00	27,602	86.96%
S7500 Acquisition of Vehicles	28,500	9,717	38,217	38,217.23	0.00	0	100.00%
S9100 Prog w/Other Dist in MA	80,000	26,582	106,582	53,291.00	53,291.00	0	100.00%
S9200 Tuition to Out of Dist	970,500	0	970,500	19,452.00	20,548.00	930,500	4.12%
S9300 Tuition to Non-Public Sc	1,600,000	-26,582	1,573,418	267,999.06	397,275.87	908,143	42.28%
S9400 Tuition to Collaborative	1,347,000	200,000	1,547,000	1,778,772.95	1,584,007.05	-1,815,780	217.37%
Expense Total	146,750,000	2,665,994	149,415,994	65,975,999.17	17,098,703.49	66,341,292	55.60%

Personnel Report February 10, 2020

A. APPOINTMENTS:

<u>Name</u>	<u>Position</u>	<u>School</u>
<u>UNIT A</u>		
Maria Aguiar	School Adjustment Counselor	Keith Middle School
Alyssa Antonio	Integrated Preschool Teacher	Campbell Elementary School
Caitlyn Butler	Special Education Teacher – ASD	Carney Academy
Elizabeth Fernandes	ESL Teacher	Paul Rodrigues Administration Building
Paul Jasinski	Social Studies Teacher	Roosevelt Middle School
Jordan Gonzalez	Research & Technology Teacher	Roosevelt Middle School
Danielle Mallard	Grade 5 Teacher	Carney Academy
Robert Tetreault	Elementary Physical Education Teacher	Gomes Elementary School

NON-UNION

Mara Boborzian	Building Based Substitute Teacher	Lincoln Elementary School
Jayne Brunette	Building Based Substitute Teacher	Ashley Elementary School
Kendall Campion	Behavior Assistant	Pulaski Elementary School
Marcel DePina	Building Based Substitute Teacher	Gomes Elementary School
Sean Trahan	Behavior Assistant	Pulaski Elementary School

AFSCME

Melissa Boucher	Provisional Jr. Clerk Typist	Carney Academy
Cynthia Doucet	6.5 Hour Assistant Cook	New Bedford High School
Matthew Leonard	Lead Technician	Paul Rodrigues Administration Building
Stephanie Pimentel	6.5 Hour Assistant Cook	Keith Middle School

PARAPROFESSIONAL

Debora Andrade	1:1 Paraprofessional – ASD	Campbell Elementary School
Paola Briales Colon	Paraprofessional – Small Group	Jacobs Elementary School
Sara Candido-Velazquez	Family Engagement Center Manager	Renaissance Community Innovation School
April Morris	Paraprofessional – PK	Taylor Elementary School
Patrick Sullivan	Classroom Paraprofessional Grade 4/5	Hayden/McFadden Elementary School

B. RETIREMENTS:

<u>Name</u>	<u>Date</u>	<u>Position</u>	<u>School</u>
<u>UNIT A</u>			
Thomas Quirke	June 30, 2020	Visual Arts Teacher	Normandin Middle School

AFSCME

Richard Marshall	February 15, 2020	Senior Custodian	New Bedford High School
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PARAPROFESSIONAL

Aixa Gomes	January 8, 2020	Paraprofessional	Roosevelt Middle School
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Personnel Report

February 10, 2020

C. RESIGNATIONS:

Name Date Position School

UNIT A

Kathryn MacLellan	January 7, 2020	Special Education Teacher	Keith Middle School
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NON-UNION

Gisany Teixeira	January 17, 2020	Parent Support Specialist	Gomes Elementary School
Mayra Riz	January 17, 2020	Crossing Guard	Paul Rodrigues Administration Building

PARAPROFESSIONAL

Heather Duarte	January 21, 2020	Paraprofessional	Keith Middle School
Wilson Mascarenhas	January 17, 2020	Paraprofessional	New Bedford High School
Nichole Trafton	February 7, 2020	Paraprofessional 1:1	Normandin Middle School

D. TRANSFERS:

Name From To

AFSCME

Cynthia Vick	6.5 Hour Cook at Carney Academy	6.5 Hour Cook at Brooks Elementary School
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PARAPROFESSIONAL

Nancy Furtado	Paraprofessional PreK ASD at Campbell Elementary School	Paraprofessional ASD at Campbell Elementary School
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E. SUBSTITUTE TEACHERS:

Glory Audette	Dominic Boulrisse	Melissa Goulet
Jillian Silva-Jones	Owen Tower	

F. SUBSTITUTE FOOD SERVICE:

Maria Amaral	Vanessa Arce-Talavera	Jane Boucher
Kellie Breakfield	Maria Medeiros	Regina Morales
Kelsi Nelson	Viorica Silva	Maria Vieira

G. SUBSTITUTE CUSTODIAN:

Scott Alexander		
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TUTORING FOR PAY

Definition: "Tutoring" means giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the School Committee.

A ~~teacher-staff member~~ cannot recommend that one of his or her own students get tutoring, and then be paid to tutor that same student in a second job.

A ~~teacher-staff member~~ may not tutor students who are currently in his/her class. Even if the ~~teacher-staff member~~ does not recommend that the current student receive private tutoring, the ~~teacher-staff member~~ should not tutor current students.

Teachers and other public employees may not approach a student, or the student's parents, seeking private tutoring work. A ~~teacher-staff member~~ may provide tutoring when the relationship is initiated by the parents or a student, but, if the student is, or in the future may be, under the teacher's authority, the teacher will need to provide a written disclosure.

A ~~teacher-staff member~~ cannot use school resources such as classrooms or materials in connection with a private tutoring business. A public school employee cannot use a school or district website to advertise private tutoring services. Schools cannot send home brochures for a particular tutoring service with the children.

Tutoring is not to be recommended for a student unless the appropriate teacher of the student involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents a list of persons who are willing to tutor. This list may include teachers, but not the student's teacher of the subject in which he or she is to be tutored.

Tutoring for pay is not to be done in the school building.

LEGAL REF: M. G. L. 268A Mass. Ethics Commission FAQs for Public School Teachers



FALL RIVER SCHOOL COMMITTEE

Mayor Jaslel F. Correia II
Chairman

Mark Costa
Vice-Chairman

Dr. Matthew H. Malone
Superintendent of Schools

Kevin Agular
Paul Coogan
Joshua Hetzler
Thomas Khoury
Joseph Martins

Debra Cabral
Administrative Assistant

December 17, 2019

Southern Massachusetts Educational Collaborative
25 Russells Mill Road
Dartmouth, MA 02748

To Whom It May Concern:

This letter is to inform you that on December 9, 2019 the Fall River School Committee voted to join the Southern Massachusetts Educational Collaborative (SMEC). Below you will see the committee's vote

MOTION: Mr. Agular -Mr. Khoury: To approve the membership of the Southern Massachusetts Educational Collaborative (SMEC).

Discussion on file

6 were in Favor None were opposed 1 was Absent (Mayor Correia) **Motion Passed**

The district looks forward to partnering with Southern Massachusetts Educational Collaborative.

If you should need anything further please feel free to contact me.

Sincerely,

Mark Costa
Vice Chair of the School Committee

Proposed Amendment

SMEC Capital Reserve Account

Established 2015

- 1) Any deposits into the SMEC Capital Reserve Account must be approved by the SMEC Board of Directors through the SMEC budget process. Funds that are identified as surplus revenue as a result of higher than anticipated enrollment and/or cost efficiencies created in other expense areas would be proposed for deposit into the account; deposits would not be funded through any tuition increases or surcharges. We will only utilize a portion of surplus revenue, if any, that may be identified at the end of any fiscal year for deposits to the Capital Reserve Account, with SMEC Board approval.
- 2) The maximum cumulative balance of the Capital Reserve Account will be ~~\$250,000~~ **\$500,000**. Withdrawals from the fund for capital purchases or projects will be in compliance with current SMEC Board policies for budget amendments and capital spending.
- 3) The stated purpose of the funds will be to maintain and complete improvements to **any** ~~the Collaborative owned property at 4238 Acushnet Avenue in New Bedford~~ **or properties for which the Collaborative has a valid long term (5+ year) lease** and/or to acquire additional or replacement vehicles for the Collaborative van pool.
- 4) Any modification to the purpose of the Capital Reserve Account will require the approval of **the SMEC Board and** at least two-thirds (2/3) of the SMEC member school committees in accordance with current regulation.

Proposed Amendment December 2019

ARTICLES OF AGREEMENT

OF

**THE SOUTHEASTERN MASSACHUSETTS
EDUCATIONAL COLLABORATIVE**

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The Southeastern Massachusetts Educational Collaborative

ARTICLES OF AGREEMENT

PREAMBLE

PURSUANT TO the provisions of M.G.L. Chapter 40, §4E, as amended, 603 CMR 50.00 and all other powers enabling the following School Committees, exercising jurisdiction in the Commonwealth of Massachusetts, to enter into a formal association, the School Committees of the following school districts, hereby establish an Educational Collaborative:

Acushnet, Dartmouth, Fairhaven, **Fall River**, Marion, Mattapoisett, New Bedford,
and Rochester Public School Districts,
Greater New Bedford Regional Vocational Technical School District
and
Old Rochester Regional School District

These Articles of Agreement (hereinafter referred to as the “Agreement”) replace the original Articles of Agreement, dated September 18, 1978, as most recently amended on April 27, 2016, entered into by and between the school committees listed in Article II (herein referred to as “Member Committees”), and shall not be effective until approved by the Collaborative Member School Committees and the Board of Elementary and Secondary Education, upon the recommendation of the Commissioner of Elementary and Secondary Education.

ARTICLE I –NAME

- 1:1 The name of this public educational agency shall be the Southeastern Massachusetts Educational Collaborative; hereinafter referred to as the “Collaborative.”

ARTICLE II –MEMBERSHIP

2:1 The membership of the Collaborative, as of the date of this Agreement, shall include the following school committees; hereinafter referred to as the “Member Committees”:

The Acushnet School Committee

The Dartmouth School Committee

The Fairhaven School Committee

The Fall River School Committee

The Greater New Bedford Regional Vocational Technical School Committee

The Marion School Committee

The Mattapoisett School Committee

The New Bedford School Committee

The Rochester School Committee

The Old Rochester Regional School Committee

ARTICLE III –PURPOSE, MISSION, FOCUS AND OBJECTIVES

The Mission of the Collaborative shall be:

- 3:1 The Southeastern Massachusetts Educational Collaborative (SMEC) provides high quality programs and services for all children and adults who need specialized instruction or support. SMEC utilizes a team approach to meet the needs of the whole individual in order to achieve greater personal independence and success.

The Purpose and Focus of the Collaborative shall be:

- 3:2 To provide educational resources to support and augment the educational programs and services of the Member Committees.
- 3:3 To conduct educational programs and services which shall complement and strengthen the public school programs of the Member Committees and to increase educational opportunities for students.
- 3:4 To develop and administer educational programs for persons with and without disabilities, including students, ages 3 through 21 years, having special educational needs, and adults above age 21 with special needs and/or disabilities.

Such programs shall be consistent with M.G.L. c. 40, § 4E, and include, but not be limited to, the following:

- a. Early Childhood Programs.
 - b. Programs providing for the instruction of students having emotional and behavioral disorders, developmental disabilities, autism spectrum disorders and other special needs or disabilities.
 - c. Career exploration and work experience programs for regular education students and those having special educational needs.
 - d. Developmental education, prevocational training and social development programs for students having special needs.
 - e. Programs to supplement the regular and special education offerings of the local school committees.
 - f. Adult service programs for persons over the age of 22 with developmental disabilities to be funded by contracts with agencies including but not limited to the Massachusetts Department of Developmental Services, Massachusetts Commission for the Blind, **Massachusetts Rehabilitation Commission** and/or Massachusetts Health/Medicaid.
- 3:5 To assist the Member Committees in developing coordinated positions in response to existing and proposed federal and state laws and regulations in the area of educational services to students having special educational needs.

- 3:6 To identify, acquire and disburse funds for the development, support and continuation of the programs and services of the Collaborative to support and augment the programs and services of the Member Committees.
- 3:7 To be responsive to the local concerns, needs, and priorities of the individual Member Committees, by providing a locally governed, cost-effective structure to broaden the scope, quality and accessibility of special and regular education program alternatives and service delivery.
- 3:8 To develop and administer programs and services which address the transitional services needs of school age students and adults with disabilities.

The Objectives of the Collaborative shall be:

- 3:9 To develop and administer, as directed by the Collaborative Board of Directors, programs, supports and services which best serve the interests of the Collaborative and its Member Committees;
- 3:10 To provide a vehicle for Member Committees to identify and resolve issues of a common and regional nature; and
- 3:11 To provide professional development opportunities for educators, parents and related services personnel.

ARTICLE IV –GOVERNANCE

- 4:1 The governing body of the Collaborative shall be the Board of Directors; hereinafter referred to as the “Collaborative Board.”
- 4:2 Each Member Committee shall annually appoint, by an appropriate vote, a current member of its school committee or charter school board to serve as its representative on the Collaborative Board; hereinafter referred to as “appointed representative.”
- 4:3 The Commissioner of Elementary and Secondary Education shall appoint an individual to serve **as a liaison** to ~~on~~ the Collaborative Board.
- 4:4 Each appointed representative of the Collaborative Board shall be entitled to one vote while serving in such capacity.
- 4:5 Each appointed representative of the Collaborative Board shall serve in such capacity at the pleasure of the Member Committee he/she represents. Each appointed representative has a fiduciary responsibility to discharge his or her duties with care, skill, prudence, and diligence for the benefit of ~~the appointed representative’s Member Committee and~~ the students served by the Collaborative, **the Collaborative as an organization and the appointed representative’s Member Committee.**
- 4:6 Any vacancy on the Collaborative Board shall be filled by the Member Committee having such vacancy. ~~The Commissioner of Elementary and Secondary Education shall be responsible for filling any vacancy of the Department’s representation on the Collaborative Board.~~
- 4:7 Each duly appointed representative shall be expected to attend all scheduled Collaborative Board meetings. In the event that an appointed representative misses more than 50% of the regularly scheduled meetings in a given year, the Executive Director of the Collaborative shall notify the Superintendent and School Committee Chair for the respective Member Committee and request that a replacement appointed representative be appointed for the following year.
- 4:8 No appointed representative on the board shall serve as a member of a board of directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E, as most recently amended.
- 4:9 No appointed representative shall receive an additional salary or stipend for his/her service as an appointed representative.
- 4:10 No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting board member and no Member Committee shall delegate the rights, responsibilities or duties of its appointed representative to any other individual, unless the Member Committee is replacing the appointed representative with that individual.

ARTICLE V –POWERS AND DUTIES

- 5:1 The Collaborative Board shall have entire charge over the operations and management of the Collaborative.
- 5:2 The Collaborative Board shall adopt policies in response to prevailing laws and regulations and pursuant to the provisions of this Agreement, which shall govern the day-to-day operations of the Collaborative.
- 5:3 The Collaborative Board, as a public employer, shall have the authority to employ personnel, including teachers and related service providers, to carry out the purposes and programs of the Collaborative.
- 5:4 The Collaborative Board shall have the authority to contract for the purchase of supplies, materials and services and for the purchase or leasing of land, buildings, classrooms and equipment as deemed necessary and in the best interest of the Collaborative and Member Committees by said Collaborative Board. Such contracts will be subject to M.G.L. c. 30B.
- 5:5 The Collaborative Board shall have the authority to borrow money in anticipation of revenues to meet ongoing payroll or payables obligations.

In addition, the Collaborative Board may enter into the borrowing of funds, may enter into short- or long-term agreements or mortgages and may acquire or improve real property to support Collaborative operations, subject to the following procedures:

- a. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Collaborative Board;
- b. The Collaborative Board shall investigate options related to borrowing, loans and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application;
- c. The Collaborative Board shall determine at a public meeting, through a majority vote, that the terms related to borrowing, loans and mortgages are cost-effective and are the most favorable available at the time of the application; and
- d. The Collaborative Board shall determine at a public meeting, through a majority vote, that the borrowing, loans and mortgages are necessary to carry out the purposes for which the Collaborative is established.

In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:

- a. The Collaborative Board shall discuss its intent to apply for a real estate mortgage at a public meeting prior to the meeting of the Collaborative Board at which the final vote is taken;
- b. The Collaborative Board shall provide notice to each Member Committee within thirty (30) calendar days of applying for real estate mortgages; and
- c. The Collaborative Board shall approve such action by a majority vote.

- 5:6 The Collaborative Board shall have standing to sue and to be sued to the same extent as a city, town or regional school district.
- 5:7 The Collaborative Board shall have all powers and duties as may be conferred and imposed upon such educational collaborative boards by law.
- 5:8 The Collaborative Board shall have the authority to establish and appoint sub-committees and advisory committees as may be required or deemed necessary.
- 5:9 The power to delegate any and all of its powers and duties to the Executive Director rests with the Collaborative Board as permitted by law and regulations.
- 5:10 The Collaborative Board shall also annually appoint two appointed representatives to review, approve and sign all Collaborative payroll and payables warrants on behalf of the Collaborative Board. A minimum of one appointed member shall review, approve and sign each payroll and payables warrant.
- 5:11 The Collaborative Board shall assign the Treasurer to review, approve and sign all Collaborative payroll and payables warrants prior to the disbursement of funds.

ARTICLE VI –OFFICERS

- 6:1 The Officers of the Collaborative Board shall be as follows and shall be appointed annually by the Collaborative Board:
- a. Chairperson
 - b. Vice-Chairperson
- 6:2 Only appointed representatives of the Collaborative Board shall be eligible for appointment to the office of Chairperson and Vice-Chairperson.
- 6:3 Officers shall be appointed by the appointed representatives of the Collaborative Board to the terms specified for said offices and shall serve until each successor has been appointed and assumes office.
- 6:4 Duties of Officers shall be such as are implied by their respective titles and such as may be conferred by this Agreement and subsequent duties deemed necessary by the Collaborative Board.
- 6:5 The appointment of Officers shall be held at the Annual Meeting of the Collaborative Board, unless otherwise determined by the Collaborative Board.
- 6:6 No appointed representative of the Collaborative Board shall hold more than one office at a time.
- 6:7 Vacancies in offices shall be filled at the next meeting of the Collaborative Board and an Officer shall be appointed to a vacancy and shall serve the remainder of the term.
- 6:8 An Officer may be removed with cause from office by a two-thirds vote of the appointed representatives present and voting on action to remove such Officer, which shall occur at a duly called meeting of the Collaborative Board.
- 6:9 Intent to remove an Officer of the Collaborative Board shall be announced to appointed representatives of the Collaborative Board, no less than fourteen (14) calendar days prior to a duly called meeting of the Collaborative Board.
- 6:10 The Executive Director shall assume responsibility for conducting the appointment of Officers until such time as a Chairperson is duly elected and assumes office.

ARTICLE VII –COLLABORATIVE MEETINGS

- 7:1 All meetings of the Collaborative Board shall be conducted in accordance with the provisions of M.G.L Chapter 30A, §§18-25 of the Massachusetts General Laws (“the Open Meeting Law”).
- 7:2 At any meeting of the Collaborative Board, the presence of a majority of the appointed representatives, who at that point in time have been appointed by a Member Committee pursuant to Article IV, shall constitute a quorum. That is, if a Member Committee has failed to immediately fill a vacancy on the Collaborative Board, the presence of a majority of the representatives whose seats are currently filled pursuant to Article IV will constitute a quorum.
- 7:3 Each appointed representative of each of the Member Committees who serves as an appointed representative of the Collaborative Board shall be entitled to a single, equal vote on any and all matters brought before the Collaborative Board for action.
- 7.4 The affirmative vote of the majority of the appointed representatives present at any meeting of the Collaborative Board shall be required to decide any question, including adjournment of the meeting, unless a different vote is required by this Agreement or by law.
- 7:5 The Collaborative Board shall meet at least six (6) times annually, and as necessary to conduct its business, at the call of the Executive Director or Chairperson.

The Annual Meeting of the Collaborative Board shall be the first formal meeting of the Collaborative Board following the first day of September in each year this Agreement is in effect.

ARTICLE VIII – COLLABORATIVE STAFF

- 8:1 The Collaborative Board is a public employer, shall hire all employees of the Collaborative, and ensure that all employees possess the necessary and required credentials and approvals, including, but not limited to, those required by M.G.L. c. 71, § 38G, 603 CMR 7.00, 603 CMR 4.00, and all acts and regulations amendatory thereof.
- 8:2 The Collaborative Board shall hire an Executive Director to oversee and manage the operation of the Collaborative. The Executive Director shall serve the Collaborative under the general direction of the Collaborative Board. The Collaborative Board may execute a formal contract with the Executive Director, which sets forth the terms an employment and which may include, but not be limited to, length of employment, duties, compensation(s), considerations and benefits as determined by the Collaborative Board.
- 8:3 The Executive Director shall act as the Secretary to the Collaborative Board but shall not be considered an appointed representative or member of the Collaborative Board.
- 8:4 The Collaborative Business Manager shall act as the Public Records Officer of the Board but shall not be considered an appointed representative or member of the Collaborative Board.
- 8:5 The Collaborative Board shall hire a Treasurer. The Treasurer may also serve as the treasurer of a city, town or regional school district. In addition to the responsibilities listed in Article 5:11, the Treasurer shall have the authority to make appropriate investments of the Collaborative funds consistent with M.G.L. c. 44, § 55B.
- 8:6 The Treasurer of the Collaborative shall give bond annually consistent with the requirements of M.G.L. c. 40, § 4E.
- 8:7 The Collaborative Board shall hire a Business Manager, or an employee with responsibilities similar to those of a town accountant, to oversee the Collaborative's finances. The Business Manager shall be subject to M.G.L. c. 41, § 52 and shall have powers and responsibilities similar to those of a town accountant and consistent with 603 CMR 50.00 and the Collaborative Board approved job description.
- 8:8 No appointed representative of the Collaborative Board shall be hired to serve as Executive Director, Treasurer, or Business Manager or a person with responsibilities similar to those of a town accountant.
- 8:9 The Collaborative Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and Business Manager, and that these employees shall not serve as a member of the collaborative board or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.
- 8:10 The Collaborative Board shall review the Executive Director's and Treasurer's performance annually.

ARTICLE IX --EDUCATIONAL COLLABORATIVE FUND

- 9:1 The Collaborative Board shall establish and manage a fund, to be known as the Southeastern Massachusetts Educational Collaborative Fund, hereinafter, referred to as “the Collaborative Fund” or “the fund.”
- 9:2 All monies contributed by the Member Committees and Non-Member Committees, and all other monies, grants or gifts from the federal government, state government, charitable foundations, private corporations, or any other source, shall be deposited in the Collaborative Fund.
- 9:3 The Collaborative Board may establish and manage any account as permitted by all applicable laws and regulations, which the Collaborative Board deems appropriate.

ARTICLE X –MEMBER APPROPRIATIONS

- 10:1 For purposes of this Agreement, monies received by the Collaborative from Member Committees shall be referred to as “member appropriations”.
- 10:2 Member appropriations shall include tuition revenues, service fees and all other locally appropriated monies received by the Collaborative from the Member Committees.
- 10:3 Per pupil tuition costs shall be determined annually as follows:
- a. The Executive Director shall determine the total number of student enrollments reasonably expected from the Member Committees for the Collaborative programs, define the budgetary requirements for all school components of the Collaborative as whole, including direct and indirect costs associated with operating the student services programs for the succeeding fiscal year and determine the projected per pupil cost by dividing the cost of operating the school programs by the anticipated number of student Full Time Equivalent enrollments (FTEs). Additional costs for supplemental or extended student services shall be determined separately in the same fashion and set by the Collaborative Board annually or more frequently as needed.
 - b. The per pupil tuition cost shall be determined by dividing the reasonably anticipated total number of student enrollment requests into the reasonably anticipated overall operational costs of the Collaborative school programs for the following year, rounded up to the nearest dollar amount that is equally divisible by the number of school days of the program.
 - c. The overall operating costs of the Collaborative school programs shall consist of all direct and indirect costs to the Collaborative for the continued operations of the programs, including the corresponding administrative, capital and overhead costs.
- 10:4 Fees for supplemental services to be provided by the Collaborative at the request of the Member Committees, such as ancillary staffing, professional development, consultation, extended school day or extended school year programs, one to one staffing, interpreters, evaluations and other specialized support, shall be based on all direct and indirect costs, including all administrative and overhead costs, related to providing said service and shall be approved by the Collaborative Board. Expenses incurred to fulfill a request of a single Member Committee for the sole benefit of that Member Committee and not otherwise included in per pupil tuition, shall be charged only to that Member Committee. In all cases, the requesting Member Committee shall be made aware of the total expense necessary to fulfill the request and the agreement to pay such expense shall be memorialized in writing prior to the commencement of the service. If such expenses require an amendment to the Operating Budget, the amendment process detailed in Article XIII will be followed.
- 10:5 Per pupil tuition costs, as approved by the Collaborative Board, shall be assessed only to those Member Committees with students enrolled in Collaborative programs and/or reserving a pre-determined number of enrollments in said programs. Likewise, Collaborative service fees shall

be assessed only to those Member Committees utilizing said Collaborative services.

- 10:6 A Member Committee may choose to exercise its authority pursuant to the provisions of M.G.L. Chapter 40, §4E, to prepay the Collaborative for tuition anticipated for the following fiscal year.
- 10:7 Requests for payment shall be transmitted to the Member Committees on a quarterly or monthly basis. The payment of member appropriations shall be expected within thirty (30) days from the date of receipt of Collaborative invoices for said payments.
- 10:8 Member Committees shall individually apply for any and all State reimbursement and entitlement monies due said Committees for member appropriations made to the Collaborative.
- 10:9 All costs for the transportation of pupils to and from programs and facilities operated by the Collaborative shall be the responsibility of the pupils' Local Educational Authority (LEA) unless otherwise determined by the Collaborative Board.
- 10:10 Administrative and Overhead Costs, including all indirect costs related to the overall operation of the Collaborative, shall be documented separately and funded on a proportional basis through the Student Services and Adult Service budgets as determined and approved by the Collaborative Board.

ARTICLE XI –NON-MEMBER APPROPRIATIONS

- 11:1 The Collaborative Board may approve the enrollment of students from school systems outside the Collaborative’s membership, hereinafter referred to as “Non-Member Committees,” in programs conducted by the Collaborative. Likewise, the Collaborative Board may approve the provision of services to Non-Member Committees.
- 11:2 The per pupil tuition cost and fees for ancillary or supplemental services to be assessed to Non-Member Committees shall be determined in the same fashion as those for Member Committees and shall be reviewed and approved by the Collaborative Board annually. An additional Non-Member Committee surcharge percentage to be added to Non-Member tuitions and service fees shall be determined annually by the Collaborative Board and shall not exceed 15%. Said surcharge shall be used to offset Member Appropriations during the budget development process.
- 11:3 “Non-Member appropriations” shall be defined for purposes of this Agreement as tuition revenues and service fees, including all administrative and overhead costs and any Non-Member Committee surcharge which is received by the Collaborative.
- 11:4 Requests for payment shall be transmitted to Non-Member Committees on a quarterly or monthly basis. The payment of Non-Member Committee appropriations shall be expected within thirty (30) days from the date of receipt of Collaborative invoices requesting said payments.

ARTICLE XII –SURPLUS FUNDS

- 12:1 Unexpended general funds as defined in 603 CMR 50.00, including all Member and Non-Member Committee appropriations, at the end of the fiscal year plus any previous year's surplus Member or Non-Member Committee appropriations, as determined through the annual independent financial audit, will be considered cumulative surplus funds, as defined in M.G.L. c. 40, § 4E.
- 12:2 The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in a trust in accordance with MGL c. 32B, §20, or any amounts prepaid for services or tuitions in accordance with MGL c. 40 § 4E, and by 603 CMR 50.00.
- 12:3 The Collaborative Board will retain no more than twenty-five percent (25%) cumulative surplus as defined in this Article.
- 12:4 On an annual basis, after the Collaborative Board has discussed and approved the independent audit results of the previous fiscal year, the Collaborative Board shall approve, by majority vote, the final dollar amount of the cumulative surplus.
- 12:5 The Collaborative Board shall determine whether such cumulative surplus balance is within the twenty-five percent (25%) limit and whether the funds will be retained by the Collaborative or whether all or some portion will be refunded to the Member Committees.
- 12:6 In the event that an amount is to be refunded to the Member Committees, each Member Committee's share will be apportioned in accordance to its percentage of student enrollment in the Collaborative for the previous fiscal year.

ARTICLE XIII –ANNUAL OPERATING BUDGET

- 13:1 The fiscal year of the Collaborative shall commence on July 1st and end on June 30th.
- 13:2 The budgetary requirements of the Student Services Programs, Adult Services Programs and Collaborative Administration shall be prepared and documented separately. The annual budgetary requirements of all programs and services operated by the Collaborative, as defined in Article III, shall then be incorporated into a single, overall operating budget which shall be called the Annual Operating Budget of the Southeastern Massachusetts Educational Collaborative, hereinafter referred to as the “Annual Operating Budget”.
- 13:3 The Executive Director shall be responsible for developing the Annual Operating Budget.
- 13:4 The Annual Operating Budget shall consist of all operational costs, direct and indirect, of all Collaborative programs, all administrative and overhead costs, and all costs to the Collaborative for the delivery of ancillary and support services, including capital costs.
- 13:5 The Collaborative’s Adult Service Program Budgets shall be developed in accordance with state contract requirements and approved by the Board by June 30th of each year for the following fiscal year. The Collaborative shall submit a Uniform Financial Report annually in accordance with guidelines established by the Operational Services Division.
- 13:6 The Board shall use the total portion of the Student Services Budget attributed to providing the Collaborative’s Student Services Programs and the corresponding percentage of the Collaborative Administrative Budget to set the per pupil cost and member and non-member appropriations for said succeeding fiscal year, as described in Articles X and XI.
- 13:7 The proposed Collaborative Annual Operating Budget shall be discussed at a public meeting of the board and notice shall be provided to each Member Committee at least ten (10) working days before the date of the board meeting at which the proposed budget will be discussed. The Board shall adopt the final budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative Budget was first proposed but no later than June 30th of the preceding fiscal year.
- 13:8 Following approval by the Collaborative Board and certification by the Treasurer, the Annual Operating Budget and projected member appropriations shall be forwarded by the Executive Director to each Member Committee following the majority affirmative vote of the Collaborative Board, which shall be on or before June 30th of each year for the following fiscal year.
- 13:9 The Collaborative Board reserves the right to make adjustments to the Annual Operating Budget or any portion thereof, after commencement of the new fiscal year. All budget amendments shall be proposed and approved at a public meeting of the Collaborative Board. Budget adjustments that do not result in an increase to member appropriations shall be approved by the Collaborative Board by a majority vote. Amendments to the Annual Operating Budget that result in an increase to membership appropriations shall be:

- a. Reported to the Member Committees by the appointed representative for the Member Committee within ten (10) working days of the public meeting at which the amendment was first proposed;
- b. Voted on by the Collaborative Board at a second public meeting of the Collaborative Board no earlier than thirty (30) working days after the Collaborative Board meeting at which the amendment was first proposed; and
- c. Adopted by a majority vote of the Collaborative Board.

13:10 The accounting and bookkeeping practices and procedures of the Collaborative shall conform to Federal and State laws and regulations for financial accounting, reporting and documentation requirements applicable to voluntary, public educational collaboratives.

13:11 The Collaborative Board shall pay its accrued debts within thirty (30) days of the receipt/notification of said debts. Payment of accrued debts shall be authorized by the Collaborative Board's approval of bill warrants to be submitted for said approval on a monthly basis, consistent with Article V, §5:10 and §5:11.

13:12 The Collaborative Board shall annually provide for an independent fiscal audit of the Collaborative's accounts, the results of which shall be forwarded to the Massachusetts Department of Elementary and Secondary Education, State Auditor, Member Committees and posted on the Collaborative website by January 1st of each year for the preceding fiscal year.

ARTICLE XIV –ADMISSION OF NEW MEMBERS

- 14:1 At least 180 days prior to the beginning of the next fiscal year, a school committee or charter school board not a party to this Agreement pursuant to §2:1 of Article II, may apply for membership to the Collaborative by giving written notice of intent to join the Collaborative to the Collaborative Board and the Executive Director, including a copy of the school committee or charter school board minutes that indicate an affirmative vote of the school committee/charter school board to request membership in the Collaborative.
- 14:2 Upon receipt of a request for membership, the Collaborative Board shall review said request.
- 14:3 Upon a majority vote of the Collaborative Board, an amendment will be drafted to the Agreement to add the new Member Committee, consistent with Article XVIII of this Agreement.
- 14:4 The authorizing votes of the Member Committees' may provide for the deferral of the admission of the new Member Committee until July 1st of the subsequent fiscal year.
- 14:5 The admission of a new Member Committee to the Collaborative shall become effective only after the execution and delivery by the current Member Committees and the applicant school committee or charter school board of an amendment to the Agreement agreeing to be bound by all the terms and conditions thereof; and approval of the Board of Elementary and Secondary Education.
- 14:6 A school committee or charter school board may be admitted to the Collaborative as of July 1st of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30th of the fiscal year in which the new Member Committee is to be admitted to the Collaborative.
- 14:7 Upon the formal admission of a new Member Committee, said Member Committee's appointed representative to the Collaborative Board shall be granted full voting privileges.

ARTICLE XV –WITHDRAWAL OF MEMBERSHIP

- 15:1 A Member Committee may terminate its membership in the Collaborative at the end of a fiscal year, provided that it gives written notification of its intent to terminate its membership to all other parties to this Agreement on or before December 31st of the preceding fiscal year and provided that all requisite approvals for such withdrawal, including the Board of Elementary and Secondary’s approval, shall be obtained no later than the preceding April 30th.

Notification of intent to withdraw must include notification addressed to the chair of the Collaborative Board and the Executive Director that the Member Committee has voted to withdraw from the Collaborative with the effective date of withdrawal; and a copy of the minutes from the school committee or charter school board meeting in which the Member Committee voted to withdraw from the Collaborative.

- 15:2 Within thirty (30) days of notification of a Member Committee’s intent to withdraw from the Collaborative, an amendment shall be prepared in accordance with Article XVIII to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative. The Collaborative Board must approve this amendment reflecting withdrawal by a majority vote.
- 15:3 Upon withdrawal of any Member Committee, a former Member Committee shall not be entitled to any assets of a portion of any assets of the Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Collaborative Board.
- 15:4 The withdrawing Member Committee must fulfill all of its financial obligations and commitments to the Collaborative before withdrawal. A school committee or charter school board that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its pro-rata share of any debts, claims, demands, or judgments against the Collaborative incurred during the period of said school committee’s or charter school board’s membership, based on the number of students enrolled in the Collaborative during the last full year of membership.
- 15:5 Upon withdrawal, the withdrawing Member Committee will be reimbursed any funds prepaid to the Collaborative by the Member Committee for member appropriations under M.G.L. c. 40, § 4E.

ARTICLE XVI –TERMINATION OF AGREEMENT

- 16:1 A Member Committee may request that the Collaborative Board initiate proceedings to terminate this Agreement by giving notice to all other Member Committees and the Executive Director at least twelve (12) months before the end of the current fiscal year.
- 16:2 Within thirty (30) days of a request that the Collaborative Board initiate termination proceedings, the Collaborative Board shall discuss the request to terminate the Collaborative and determine next steps.
- 16:3 The Collaborative Board may initiate termination of this agreement by a three-fourths vote of the Collaborative Board. Notice must be provided to all Member Committees within ten (10) working days of such vote.
- 16:4 The Agreement will be formally terminated after three-fourths of the Member Committees' school committees or charter school boards affirmatively vote to terminate the Agreement, thereby dissolving the Collaborative, and provide copies of the approved minutes of the meetings where these votes occurred to the Executive Director who shall submit copies of said minutes to the Department of Elementary and Secondary Education.
- 16:5 The termination of this Agreement shall only become effective at the end of a fiscal year, provided the requisite votes to so terminate this Agreement take place on, or before, December 31st of the ensuing fiscal year and give written notification accordingly.
- 16:6 The Executive Director shall notify the Member Committees, the Commissioner of Elementary and Secondary Education, and the Department of Elementary and Secondary Education in writing at least two hundred and twenty (220) days before the intended effective date of termination.
- 16:7 A final independent audit will take place and will be provided to all appointed representatives, the Member Committees and the Commissioner of Elementary and Secondary Education, including an accounting of all assets, adjusted for fair market value and liabilities (debts and obligations) as of the date of dissolution, including but not limited to current and future OPEB liability.
- 16:8 Final termination of this Agreement, for any reason, will result in the disposition and distribution of all assets of the Collaborative with respect to unencumbered funds and property at the effective date of formal dissolution. Distribution of all Collaborative assets to all parties to this Agreement at the time of dissolution, shall be made on the basis of the pro-rated member appropriations received during the two (2) fiscal years prior to the effective date of the Collaborative's dissolution, calculated as a total percentage of fiscal participation of all Member Committees during the same period.

- 16.9 The Collaborative Board shall complete the following steps and submit documentation as required by 603 CMR 50.11 to the Commissioner of Elementary and Secondary Education:
- a. Determine the fair market value of all assets for the Collaborative, including, but not limited to, real estate, capital property, equipment, and supplies owned by the Collaborative;
 - b. Determine the process for the appropriate disposition of federal/state funds;
 - c. Identify the Member Committee responsible for maintaining all fiscal records;
 - d. Identify the Member Committee responsible for maintaining all employee and program records;
 - e. Ensure records relating to individual students are returned to the sending Member Committees;
 - f. Determine the means of meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits. All liabilities must be met by the Collaborative before any monies are distributed to Member Committees; and
 - g. Ensure the appropriate disposition of all assets of the Collaborative, including any unencumbered funds held by the Collaborative, and any capital property and real estate owned by the Collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the Member Committees on a pro-rated basis based on member appropriations received during the two (2) fiscal years prior to the effective date of the Collaborative's dissolution.
- 16:10 Should the Department of Elementary and Secondary Education revoke and/or suspend the approval of the Agreement, or should membership in the Collaborative decrease to less than two (2) Member Committees, the Collaborative Board will implement the foregoing procedure to terminate the Agreement, insofar as such procedure is consistent with any instructions issued by the Department of Elementary and Secondary Education.

ARTICLE XVII - AMENDMENTS TO THIS AGREEMENT AND SEVERANCE

- 17:1 Any appointed representative, Member Committee, or the Executive Director may propose an amendment to the Agreement. The proposed amendment shall be presented in writing to the Executive Director and the Chair of the Collaborative Board. Prior to the Collaborative Board meeting at which the amendment is first discussed, the Executive Director shall cause notification of the time and place of the first reading of the amendment, including a copy of the proposed amendment, to be served to all appointed representatives and to the chairpersons of the school committees or charter school boards of the Member Committees.
- 17:2 Following the first reading of the proposed amendment and any subsequent revisions requested by the Collaborative Board, the Executive Director shall submit the proposed amendment to the Department of Elementary and Secondary Education for initial review. The Executive Director shall cause copies of the revised amendment (if any revisions were made) to be sent to all appointed representatives and to the chairpersons of the school committees or charter school boards of the Member Committees with notice of the time and place of the second reading of the amendment.
- 17:3 The proposed amendment shall be read a second time at a Collaborative Board meeting subsequent to review and revision by the Department of Elementary and Secondary Education.
- 17:4 A majority vote of the Collaborative Board is required to approve the amendment.
- 17:5 Following approval by the Collaborative Board, the amended Agreement shall be submitted by the Chair of the Collaborative Board to the Member Committees for a vote to approve the amended Agreement. Once a majority of Member Committees have approved and signed the amended Agreement, the Collaborative shall submit the signed amended Agreement, in accordance with 603 CMR 50.00, to the Commissioner of Elementary and Secondary Education and the Board of Elementary and Secondary Education for approval by the Board of Elementary and Secondary Education.
- 17:6 No amendment to the Agreement shall be effective until approved and authorized by a majority of Member Committees and by the Board of Elementary and Secondary Education.
- 17:7 Any amendment which alters the fiscal responsibilities and arrangements of the Member Committees shall not take effect until the commencement of the new fiscal year following the approval of such amendment.
- 17:8 Member Committees shall not delegate the authority to approve agreements or amendments to the Agreement to any other person or entity.
- 17:9 If any part or parts of the Agreement or amendments hereto shall be deemed inapplicable or void by any court of competent jurisdiction, such part or parts shall be deemed as severed from this Agreement and any subsequent amendments, and the remaining part or parts of this Agreement and amendments shall survive.

APPROVAL

This AGREEMENT shall take effect on the date indicated below, subject to the approval of the Board of Elementary and Secondary Education of the Commonwealth, and shall continue in effect until terminated or amended as provided for herein.

This AGREEMENT is hereby authorized by vote of the Member Committees named herein, whose duly appointed representatives have been given authority to affix their signatures hereto on behalf of the respective school committee or charter school board.

The Acushnet School Committee:

Name: _____

Signature: _____

Date: _____

The Dartmouth School Committee:

Name: _____

Signature: _____

Date: _____

The Fairhaven School Committee:

Name: _____

Signature: _____

Date: _____

The Fall River School Committee:

Name: _____

Signature: _____

Date: _____

The Mattapoisett School Committee:

Name: _____

Signature: _____

Date: _____

The New Bedford School Committee:



Name: _____

Signature: _____

Date: _____

The Marion School Committee:

Name: _____

Signature: _____

Date: _____

The Rochester School Committee:

Name: _____

Signature: _____

Date: _____

The Greater New Bedford Regional Vocational
Technical School District Committee:

Name: _____

Signature: _____

Date: _____

The Old Rochester Regional School District Committee:

Name: _____

Signature: _____

Date: _____

This AGREEMENT will take effect on date of the approval of the Board of Elementary and Secondary Education upon recommendation of the Commissioner of Elementary and Secondary Education of the Commonwealth of Massachusetts, as indicated below.

Approved by the Board of Elementary and Secondary Education:

Commissioner of the Department of Elementary and Secondary Education

Date



2020-2021 Student Calendar *

*(ALL SCHOOLS, EXCEPT GOMES, HAYDEN-McFADDEN, PARKER & MIDDLE SCHOOLS)

JULY 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

No School - New Year's Day
January 1
No School - Martin Luther King Day
January 18
No School - Professional Development Day
January 25

AUGUST 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

1/2 Day Professional Development
February 10 (All schools) -
Winter Vacation
one week beginning February 15

Professional Development Days -
August 31, September 1 & 2

First Day for Grades 1-12
September 3
Pre-School & Kindergarten Orientation - September 4
No School - Labor Day
September 7
First Day for Grades PreK-K
September 8
1/2 Day Professional Development
September 30 (All schools)

SEPTEMBER 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1/2 Day Professional Development
March 17 (All schools)

No School - Columbus Day
October 12

OCTOBER 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

No School - Good Friday
April 2
Spring Vacation
one week beginning April 19

No School - Professional Development Day
November 3
No School - Veterans Day
November 11
1/2 Day Professional Development
November 18 (Elementary) -
Parent Teacher Conference -
Secondary (Middle & High School)
Thanksgiving Recess
afternoon of November 25,
November 26 and 27

NOVEMBER 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1/2 Day Professional Development
May 26 (All schools)
No School - Memorial Day
May 31

1/2 Day Professional Development
December 9 (Secondary MS/HS) -
Parent Teacher Conference -
Elementary Schools
December 16 (If Dec. 9 is Snow Day)
Christmas Vacation
from the close of school on
December 23 through January 1

DECEMBER 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Last Day of School
*June 18 is the 180th school day, if no days are lost due to cancellations.
*June 25 is the 185th day, as required for calendar purposes, with five additional days added for weather or other emergencies.
PLEASE NOTE: The last 2 days for students will be half days.

SCHOOL HOURS (Monday-Friday):

ELEMENTARY SCHOOLS: 8:15 AM - 2:30 PM; (JACOBS: 8:15 AM - 3:30 PM); (PULASKI: 8:45 AM - 3:00 PM);
(RENAISSANCE: (Grades 1-5) Mon.-Wed. & Fri. 8:00 AM - 4:30 PM; Thurs. 8:00 AM - 3:00 PM); (Grades Pre K-K) 8:00 AM - 3:00 PM
NEW BEDFORD HIGH SCHOOL: 7:28 AM - 2:40 PM (1st dismissal); 3:00 PM (after school dismissal one); 3:30 PM (final dismissal)
TRINITY DAY ACADEMY: 7:30 AM - 1:55 PM; WHALING CITY JR./SR. HIGH SCHOOL: 7:30 AM - 1:50 PM; PARENTING TEENS PROGRAM: 8:00 AM - 2:00 PM



2021-2022 Student Calendar *

*(ALL SCHOOLS, EXCEPT GOMES, HAYDEN-McFADDEN, PARKER & MIDDLE SCHOOLS)

JULY 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

No School - New Year's Day
January 3
No School - Martin Luther King Day
January 17
No School - Professional Development Day
January 24

AUGUST 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

1/2 Day Professional Development
February 9 (All schools)
Winter Vacation
one week beginning February 21

First Day for Grades 1-12
September 2
No School - Labor Day
September 6
First Day for Grades PreK-K
September 7
1/2 Day Professional Development
September 29

SEPTEMBER 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MARCH 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1/2 Day Professional Development
March 23 (All schools)

No School - Columbus Day
October 11

OCTOBER 2021						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

No School - Good Friday
April 15
Spring Vacation
one week beginning April 18

No School - Professional Development Day
November 2
No School - Veterans Day
November 11
1/2 Day Professional Development
November 17 (Elementary) -
Parent Teacher Conference -
Secondary (Middle & High School)
Thanksgiving Recess
afternoon of November 24,
November 25 and 26

NOVEMBER 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1/2 Day Professional Development
May 25 (All schools)
No School - Memorial Day
May 30

1/2 Day Professional Development
December 8 (Secondary MS/HS) -
Parent Teacher Conference -
Elementary Schools
December 15 (If Dec. 8 is Snow Day)
Christmas Vacation
from the close of school on
December 22 through December 31

DECEMBER 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

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