

**NATICK PUBLIC SCHOOLS**  
**School Committee Meeting**  
**December 16, 2024**  
**6:30 PM**  
**School Committee Room - 3rd flr, Town Hall**

**Posted Date: Thursday, December 12, 2024 @ 3:15 PM, Reposted/Revised on Friday,  
December 13, 2024 @ 11:50 AM**

**Open Meeting 6:30PM Virtual Meeting Accessed Via: [https://us06web.zoom.us/j/2038566119?](https://us06web.zoom.us/j/2038566119?pwd=TmtdXGxenQ0YXRlN1FicHVpd3hEZZ09)  
[pwd=TmtdXGxenQ0YXRlN1FicHVpd3hEZZ09](https://us06web.zoom.us/j/2038566119?pwd=TmtdXGxenQ0YXRlN1FicHVpd3hEZZ09) Meeting ID: 203 856 6119 Passcode: 987179 One  
tap mobile +13126266799,,2038566119# US (Chicago) +16465588656,,2038566119# US (New York)  
Dial by your location +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) Meeting ID:  
203 856 6119 Find your local number: <https://us06web.zoom.us/u/keAEm9sL> . If any member of the  
public, attending the meeting virtually, wishes to take advantage of public speak, they should email the  
School Committee Chair, Shai Fuxman at ([sfuxman@natickps.org](mailto:sfuxman@natickps.org)), one hour prior to the start of the  
meeting. Your email should include your name, town and your request to be called upon during the  
public speak portion of the agenda. The School Committee Chair will then announce your name and  
you will be unmuted and prompted to turn on your video for your opportunity to share your remarks.  
Per our public speak policy, each speaker will have up to 3 minutes.**

**Posted In Accordance with Provisions of M.G.L. Chapter 30A, Sections 18-25**

<b>OPEN SESSION</b>
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- Roll Call
- Pledge of Allegiance
- Moment of Silence
- Announcements - MSBA Update

**OVERRIDE DISCUSSION - JOINT SESSION WITH SELECT BOARD**

1. FY26 Override Discussion

**PUBLIC SPEAK**

Public Speak is scheduled for a period of fifteen minutes. Each speaker will be permitted a maximum of three minutes during which time they can speak about topics within the scope of responsibility of the School Committee. All remarks will be addressed through the School Committee Chair. Public Speak is not a time for debate or response to comments by the School Committee.

**TEACHER, STUDENT, METCO REPRESENTATIVE UPDATES/CONCERNS**

**CONSENT AGENDA**

1. Approval of International Field Trip to Central Europe
2. Approval of Open Session Minutes from 11.4.24
3. Approval of Executive Session Minutes from 11.4.24

## **SUPERINTENDENT'S REPORT**

1. High School Data
2. New Website Rollout

## **SUBCOMMITTEE/LIAISON UPDATES**

1. Budget Guidance Recommendation

## **FINANCE**

1. Update on SY26 Budget Process
2. Capital Budget Update

## **CHAIRMAN'S REPORT**

1. TEC Amendment to the Collaborative Agreement

## **ACTION ITEMS**

1. Non Rep Schedule Revote
2. TEC Vote

*Agenda items will be addressed in an order determined by the chair. Times are approximate.*

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**ITEM TITLE:** FY26 Override Discussion  
**DATE:**  
**ITEM TYPE:**  
**ITEM SUMMARY:** FY26 Override Discussion - LINK  
Override Discussion Presentation Addendum - LINK  
**BACKGROUND INFORMATION:**  
**RECOMMENDATION:**

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**ATTACHMENTS:**

<b>Description</b>	<b>File Name</b>	<b>Type</b>
FY26 Override Discussion	FY_2026_Override_Discussion_Dec._16_2024_Final_Draft_2_(1).pdf	Cover Memo
Override Discussion Presentation Addendum	Override_Presentation_Addendum_-_Glossary_of_Terms_-_Final_2.pdf	Cover Memo



# FY 2026 Override Discussion

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Joint Meeting with Select Board & School Committee  
December 16, 2024





## Agenda



### Why do we need an Override?

#### Revenues

- Revenue Stability
- Structural Deficit
- One-time Funds

### Why do we need an Override?

#### Expenses

- Expense Trend
- Fiscal Responsibility
- FY 2026 Budget Development

### How does Future Look Like?

- Plan & Forecast to FY 2031
- Tax Impact Details
- Next Steps

Question

# Why do we need an override?

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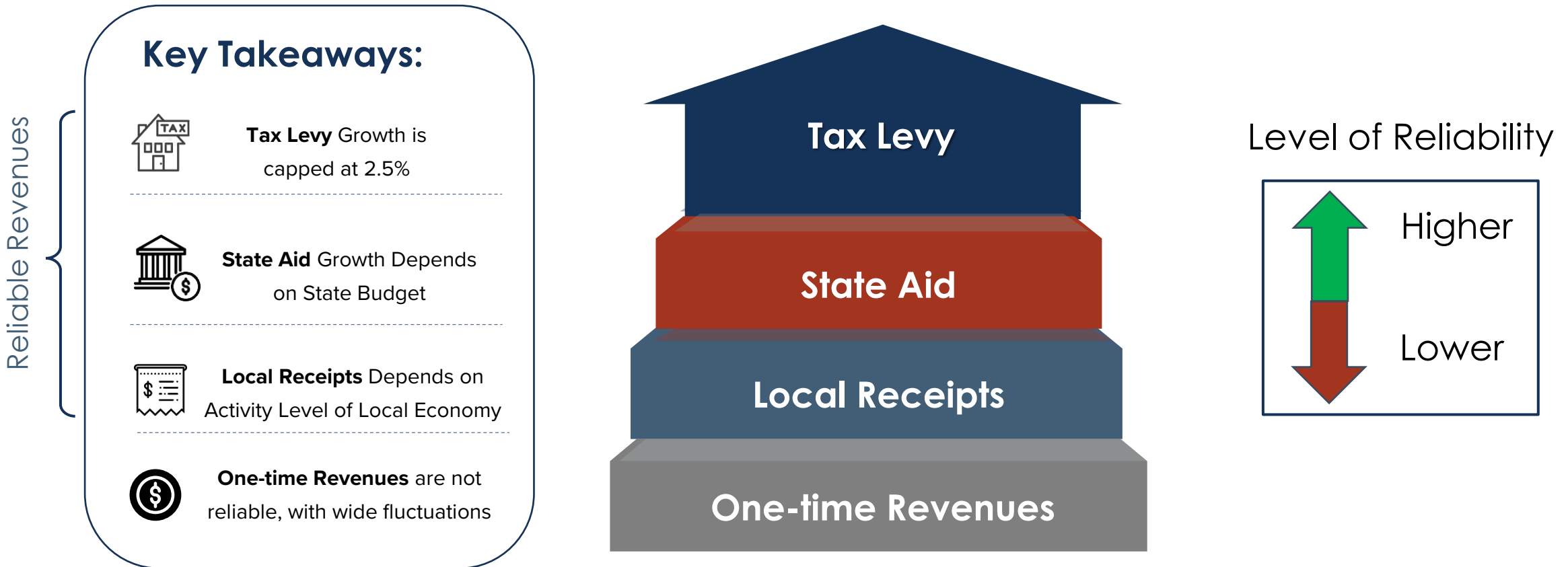
- ▶ Revenue Stability
- ▶ Structural Deficit
- ▶ Application of One-time Funds
- ▶ Free Cash & Stabilization Funds

## Part I: Revenues

# Revenue Stability



Various revenue sources have **different levels of reliability**, each requiring specific assumptions



# Structural Deficit

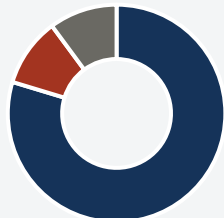


Not enough Reliable Revenues to fund operations – must use unreliable one-time funds

## Key Takeaways:

- Cost of services has outpaced revenue growth
- Widening Gaps during & after COVID
  - ❖ Inflation hit 40-year high
  - ❖ Revenue loss in Local Receipts
- 78% of Reliable Revenues – Tax Levy - is limited to 2.5% increase based on Proposition 2 ½

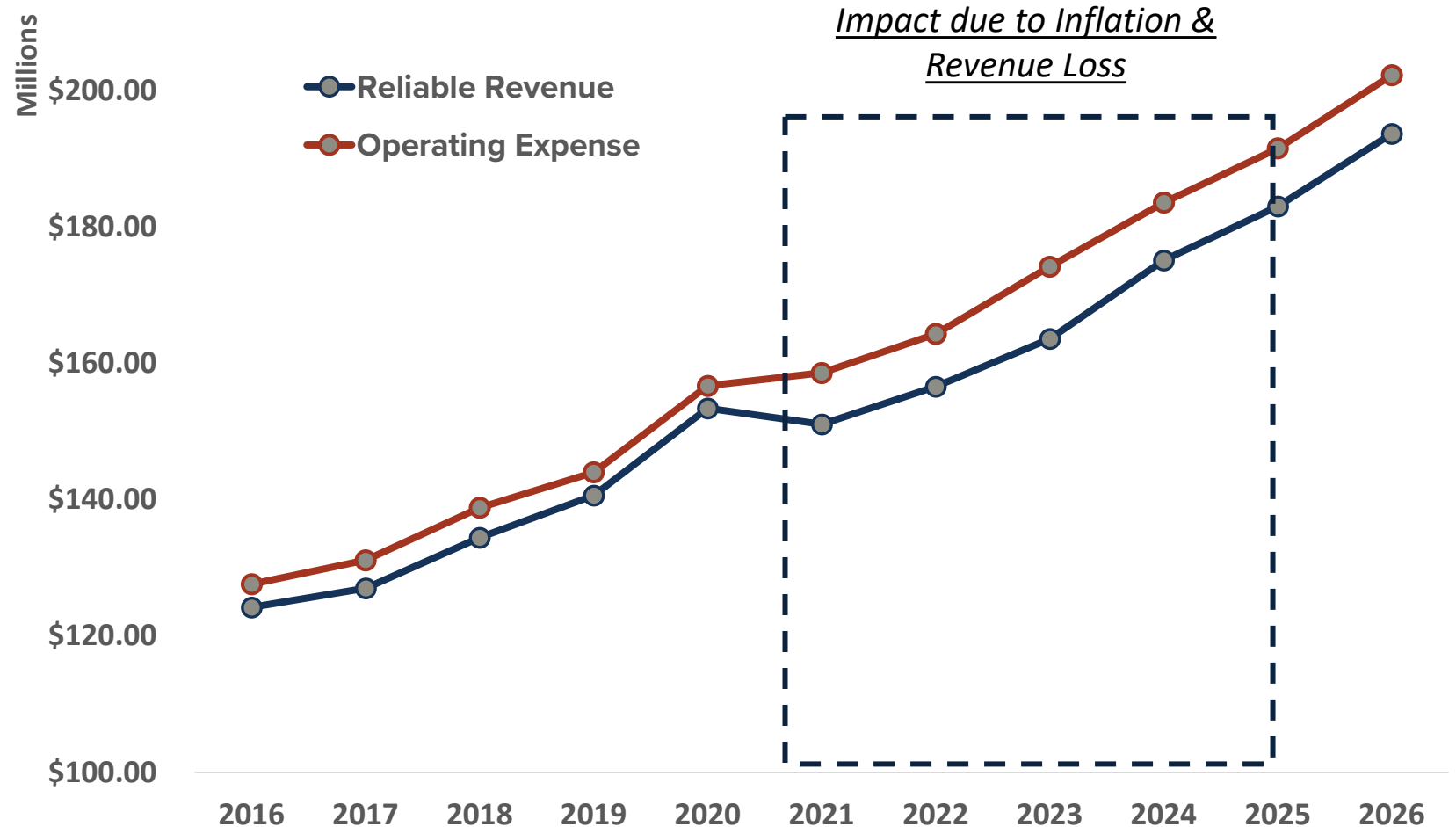
### Reliable Revenues



- ❖ Tax Levy: 78%
- ❖ State Aid: 12%
- ❖ Local Receipts: 9.9%

% based on FY 2025 Reliable Revenues

## Rev. & Exp. Trend



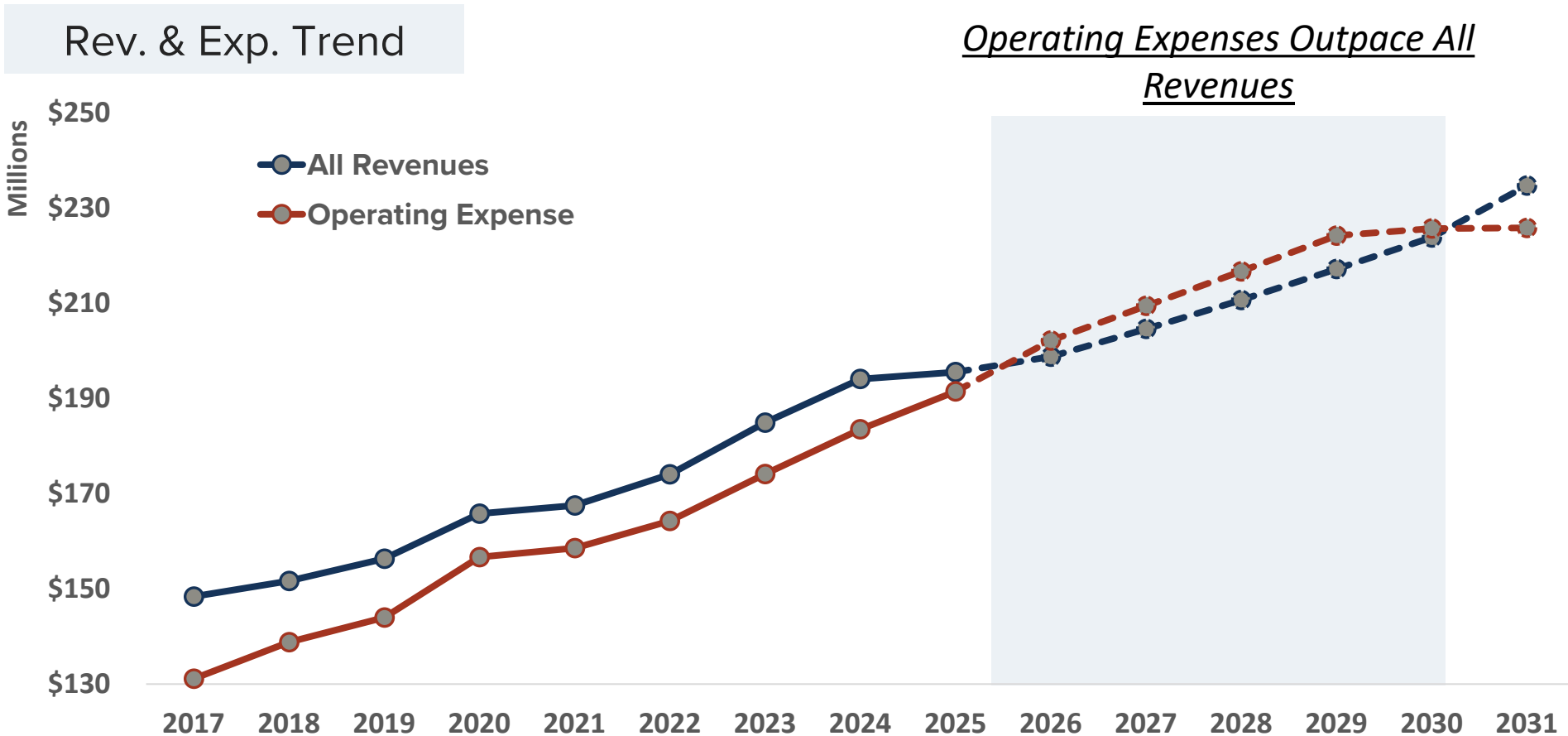
Please refer to Glossary of Terms if you have any questions regarding the terminology.



# Application of One-time Revenues



Use of **one-time revenues** to fill in the “gap” between operating costs and reliable revenue. **Unfortunately, the historical average amount of one-time funds will be insufficient to fund the projected gap in operating costs – FY 2026 to 2031 without significant reduction of operating expenses.**



## Key Takeaways

- Reverse trend of **All Revenues** and **Operating Expenses** forecasted
- Using \$2.5 million in Free Cash for operations, to bring it down to an acceptable range.
- **Widening gaps due to structural deficits cannot be filled by one-time funds.**

Please refer to Glossary of Terms if you have any questions regarding the terminology.

# Historic Use of One-time Funds to Balance Budget



Using **one-time revenues** in operations, such as **Free Cash, Stabilization Funds and Federal COVID Funds**

*Nonrecurring Revenues applied to fill the gaps between stable revenues & operating expense*



### Free Cash

Pre-COVID AVG.: \$3.5 M  
 COVID & Post-COVID AVG.: \$4.7 M



### Use of Stabilization Funds

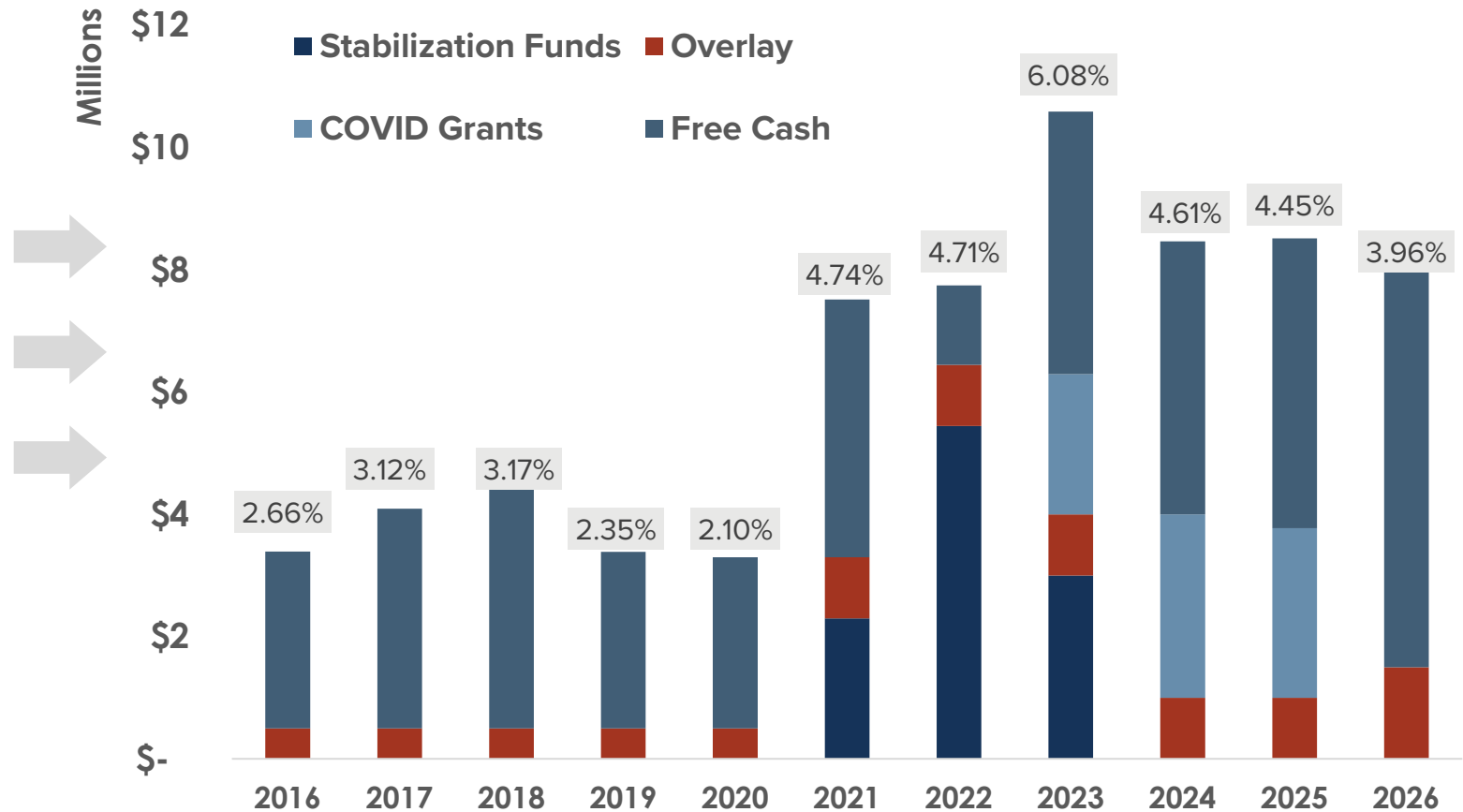
Pre-COVID Total: \$0.0 M  
 COVID Total: \$10.7 M



### Federal COVID Grants

ARPA - \$8.1M

## Use of One-time Revenues in Operations



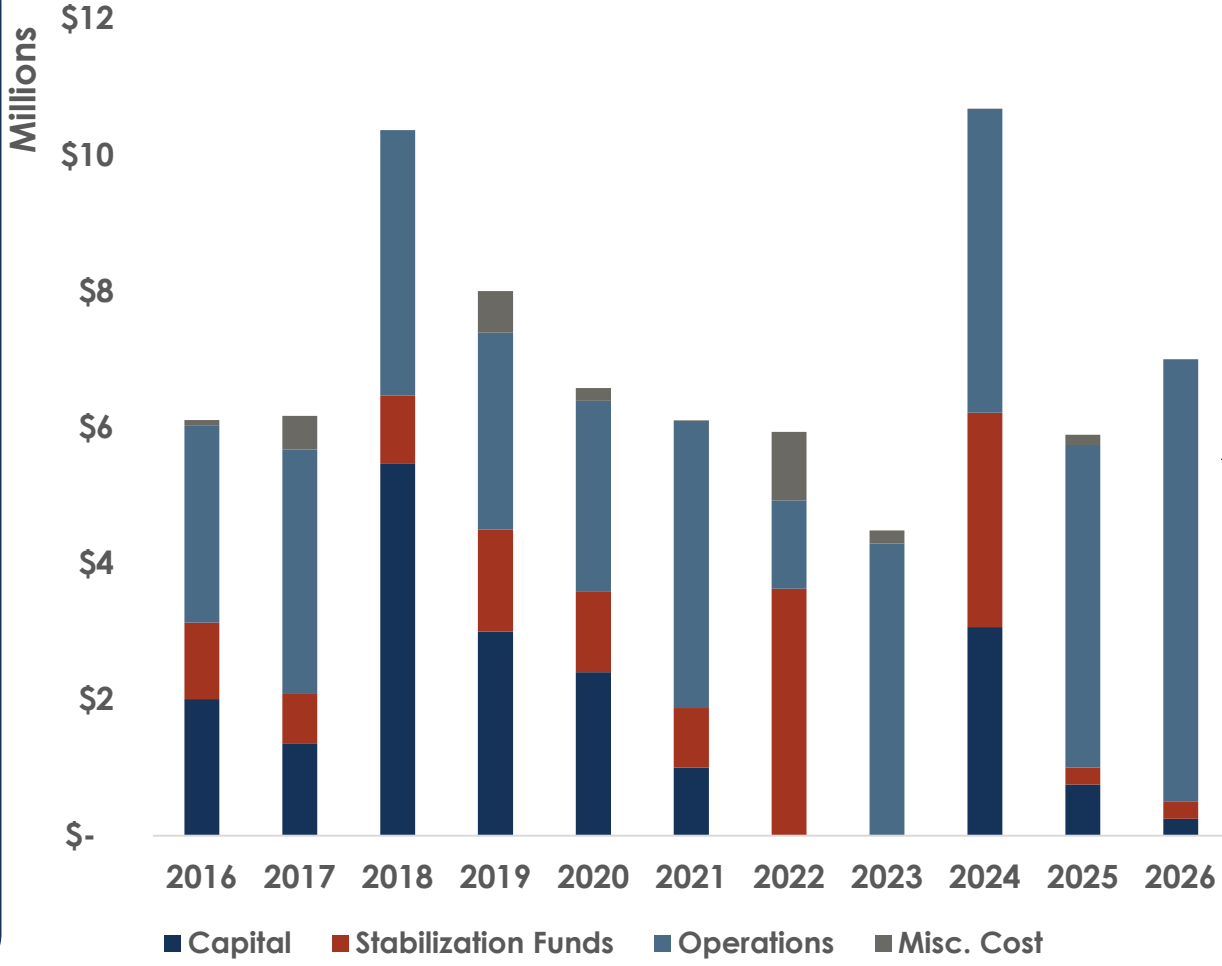
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# Use of Free Cash



**Main Components** of Free Cash: Unspent Budgets; Higher-than-expected Revenues

- Capital Investment** from Free Cash to relieve Debt Burden
- Supplement **Stabilization Funds** to meet reserve requirements
- Operational Use** as % of Total Free Cash increased from 33% to 50% since COVID
- Miscellaneous Nonrecurring Costs** are expected to be covered by Free Cash



AVG. Free Cash used in Operations	
<b>\$6,500,000</b>	<b>\$3,507,831</b>
FY 2026	FY 2016 - 2025
AVG. Free Cash as % of Total Budget	
<b>3.16%</b>	<b>2.12%</b>
FY 2026	FY 2016 - 2025

- Free Cash is nonrecurring, cannot be carried over
- Free Cash is not stable or reliable
- Free Cash cannot be projected
- DOR does not recommend Operational Use of Free Cash

Please refer to Glossary of Terms if you have any questions regarding the terminology.

# Stabilization Funds



The Town has two **operational stabilization funds** – General and Operational



## General

- ✓ Balance - **\$3,592,201** – December 1, 2024
- ✓ Established by Town Meeting for use due to **unforeseen and catastrophic emergencies**
- ✓ Must be appropriated by 2/3 vote of TM



## Operational

- ✓ Balance - **\$4,261,497** - December 1, 2024
- ✓ Established by TM for use due to **sustained economic downturn and associated loss of revenue**
- ✓ Must be appropriated by 2/3 vote of TM

## Stabilization Funds are not intended to fill budget gaps



### Criteria

- Currently don't meet Town Meeting Criteria or Select Board Guidelines for use
- No unforeseen emergency
- No sustained economic downturn



### Future

- Used significant Stabilization Funds during COVID – still below target levels of funding
- Use now would leave Town vulnerable to future adverse economic or catastrophic situations



### Other Issues

- Use of Stabilization funds for normal operations sign of town's fiscal weakness
- Rating agencies and Creditors will notice – probable downgrade of Town's Bond Rating –significantly increase borrowing costs

Question

# Why do we need an override?

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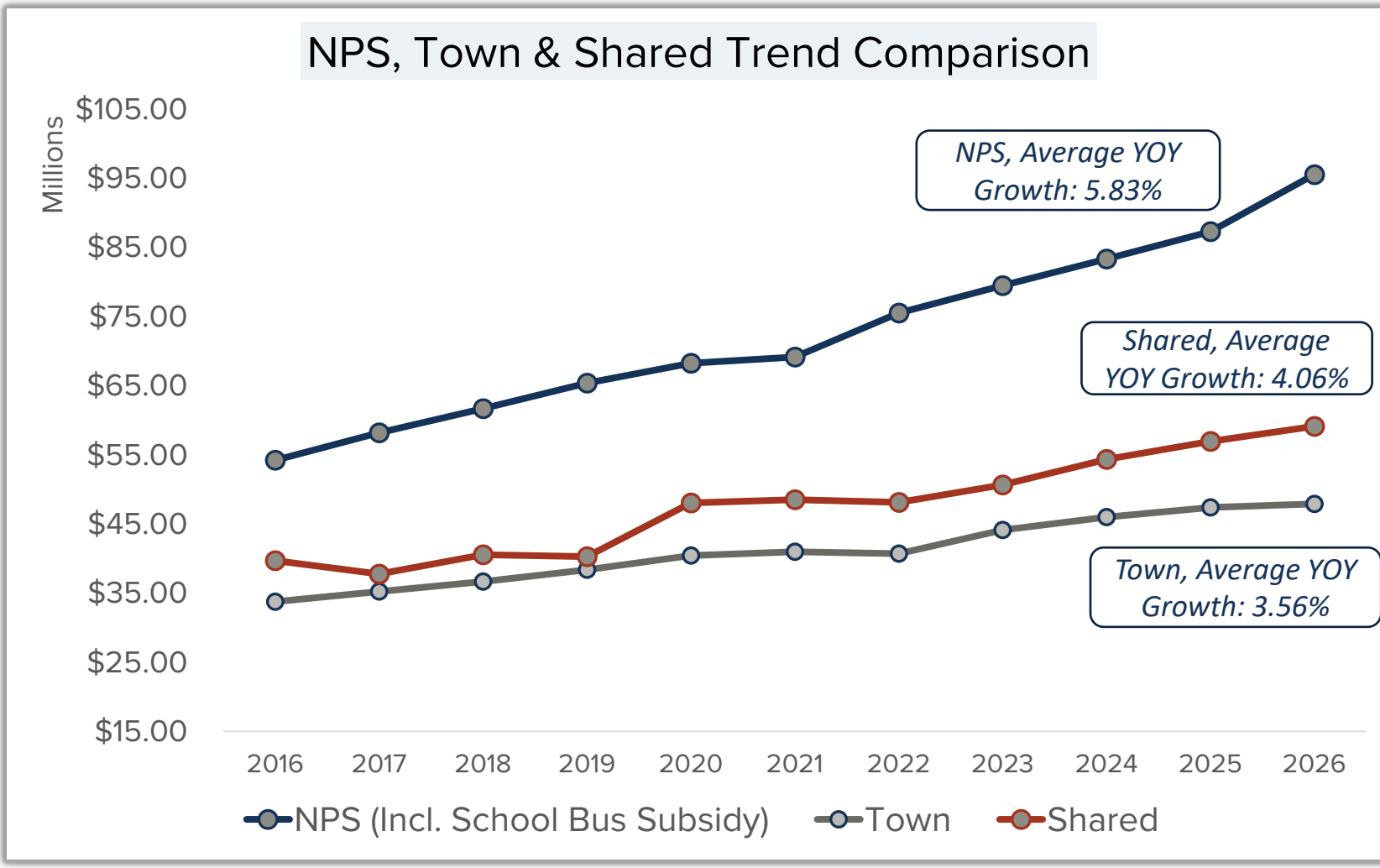
- ▶ Expense Trend by Category
- ▶ Inflation & CPI
- ▶ Operational Efficiency

## Part II: Expenses

# Expense Trend by Category



**Shared** are the common services shared between the School and Town, including Facilities Department, Pension Liability, Debt Services, Health Insurance etc.



**NPS**

FY 2026  
**\$95,491,904**  
 10-YR Growth: 76%

**Shared**

FY 2026  
**\$59,096,068**  
 10-YR Growth: 49%

**Town**

FY 2026  
**\$47,881,269**  
 10-YR Growth: 42%

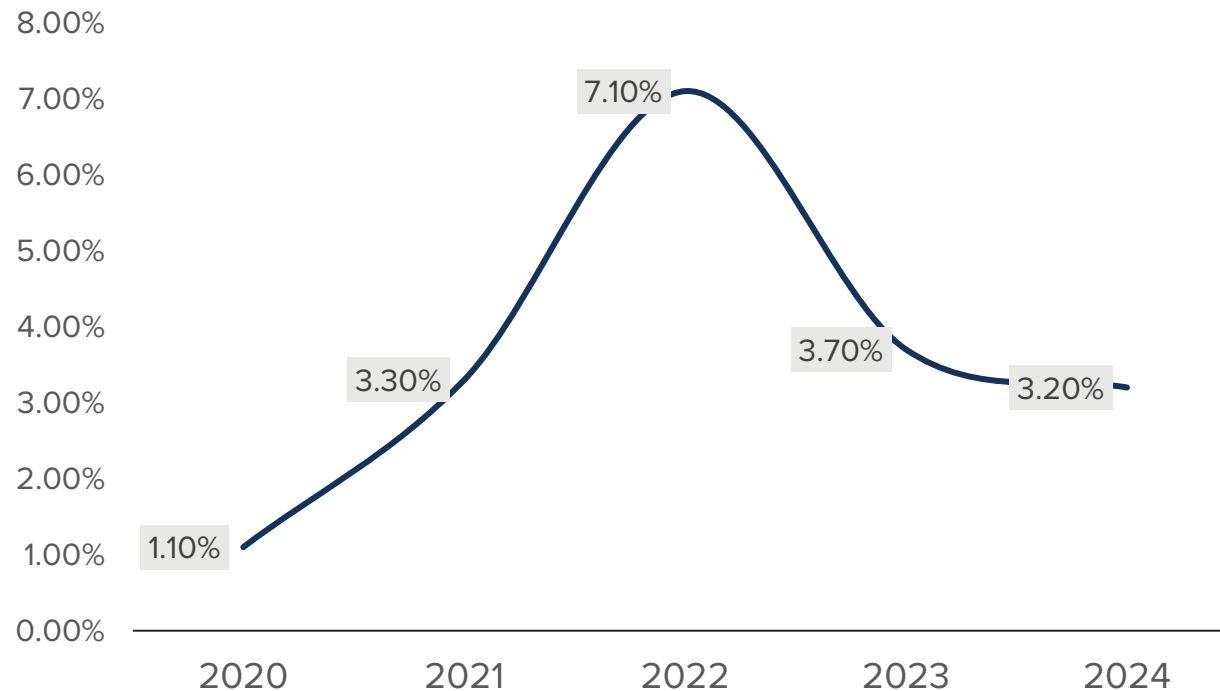
FY 2026 Projections reflect budgets including the Override

# Inflation & Consumer Price Index



The CPI for Boston Metro Area has increased by **18.25%** from 2020 to 2024, due to COVID.

Boston Metro Area Inflation During & After COVID



Source: U.S. Bureau of Labor Statistics

## Area of Increases in Budgets:

- ❖ Municipal Energy: Two-year Increase of \$265,820
- ❖ Health Insurance: Two-year increase of \$3,173,660
- ❖ Pension: Higher contribution required for COLA under high living costs
- ❖ Vehicle Parts & Supplies: Two-year increase of \$290,150
- ❖ Vehicle Gasoline: Two-year increase of \$116,000


Please refer to Glossary of Terms if you have any questions regarding the terminology.

# Town Operational Efficiency

## Revenue Growth

Fee Adjustments reflect in FY 24 revenue:

**\$2,173,140**  **+9.2%** **\$200k**  
Ambulance Fees


**\$4,488,557**  **+58.4%**, **\$2M**  
License & Permits – Building Permits

## Right-sizing dept. staffing

- ❖ Merged School/Town IT Departments, leading to improved efficiencies, security and overall IT staffing/support
- ❖ Reduced 2 positions, 1 each in BOH and CED
- ❖ Added 1 Assistant Fire Chief to manage Overtime
- ❖ Responsibilities & Positions - Improve operational and cost efficiency
  - ✓ Finance
  - ✓ Morse Institute Library
  - ✓ Community Services
  - ✓ Facilities



## Regional Dispatch

- ❖ Entered IMA with Framingham to create a **regional dispatch** 
- ❖ Costs to be absorbed in coming years by **grants provided** through the state
- ❖ **Financial benefit** may be experienced as early as FY26 or FY27

## Non-town Funding

- ✓ BenHem HVAC: \$2M
- ✓ Morse Library System: \$1M+
- ✓ Sustainability Projects: \$1M
- ✓ Other programs:
  - Stormwater
  - Roadway
  - South Natick Park
  - South Natick Dam Removal



## Other Highlights

- ❖ Zoning Amendments lead to new development and revenue growth
- ❖ Comprehensive Review of Health Insurance Benefits





Overview

# FY 2026 Budget Development

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- ▶ FY 2026 Budget Goals
- ▶ FY 2026 Fiscal Responsibility
- ▶ FY 2026 Budget Summary

Budget

# Town Expenditure Reductions



Town has implemented both Permanent **Budget Cuts** and **Additional Cuts** to reach a balanced budget. **Additional Cuts will be restored in the event of the override.**

Cuts from Town & Shared						
	FY 2025 Budget	FY 2026 Projection w/o Cuts	Budget Cuts	Additional Cuts	FY 2026 Projection w. Cuts	% Change from FY 2025
Town	\$47,374,361	\$48,501,349	(\$620,080)	(\$1,078,385)	\$46,802,884	-1.21%
Shared	\$56,906,459	\$59,454,984	(\$358,916)	(\$136,580)	\$58,959,488	3.61%
<b>Total</b>	<b>\$104,280,820</b>	<b>\$107,956,333</b>	<b>(\$978,996)</b>	<b>(\$1,214,965)</b>	<b>\$105,762,372</b>	<b>1.42%</b>



Freeze Funding - equivalent to 6.5 Vacant FTEs from Town + Shared



Delay the New Initiatives of \$339,000



Debt Services Savings of \$500k from capital projects of \$5,911,000



Reduce Operational Costs of approx. \$500-600k

Please refer to Glossary of Terms if you have any questions regarding the terminology.

# School Expenditure Reductions (actual & potential)



## Fiscal Year 2024-2025

## Fiscal Year 2025-2026



**\$650,000**

- ✓ Central Office Positions 1.0 Deputy Supt
- ✓ 1.0 Asst Dir. Finance
- ✓ 1.0 SPED Budget Analyst
- ✓ 1.0 Dir. of Security
- ✓ Staff attrition related to final year of closing Johnson
- ✓ 4.0 Elem Library Paras
- ✓ 1.0 Math coach
- ✓ 1.0 Grade 5 teacher

**\$400,000**

- ✓ \$125K School Bldg Materials & Supplies
- ✓ Tech Salary Allocation Town
- ✓ Professional Development
- ✓ Facilities Services/Utilities
- ✓ Transportation

**\$1,000,000**

- > Digital resources
- > Fee increases in line with neighbor districts
- > Professional development - increase internal capacity
- > **Reduce 10 positions with focus on lowest student impact**

**\$2,800,000**

- > Reduced access to academic & enrichment support
- > Increased class sizes and less class offerings
- > Decreased technology support
- > Increased costs for families (fees)
- > **Reduce approximately 35-40 largely student-facing positions**

# FY 2026 Preliminary Estimates - School



	FY 2025
Appropriation	\$86,795,299
Transportation Subsidy	429,000
Circuit Breaker Reserve	2,000,000
Subtotal	89,224,299
Cuts implemented & planned	(400,000)
Adjusted after cut	88,824,299

FY 2026 5/24 school estimate	FY 2026 10/24 Town Recommended Allocation
\$96,462,904	\$92,714,346
429,000	0
0	0
\$96,891,904	\$92,714,346
(1,400,000)	
\$95,491,904	
Short	(\$2,777,548)

Please refer to Glossary of Terms if you have any questions regarding the terminology.

# School Depleted Reserve Funds for FY25

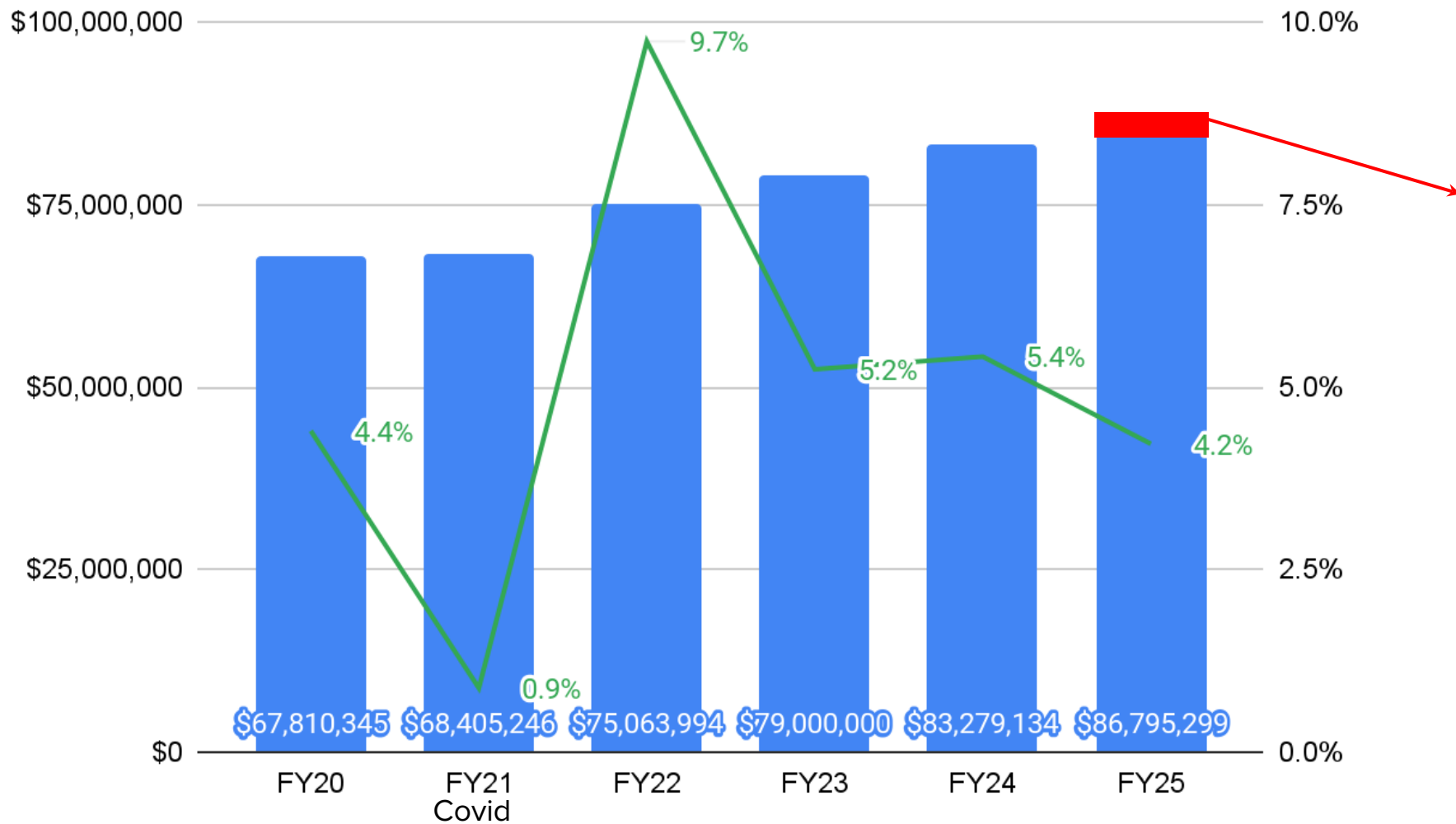


- **Circuit Breaker is a state reimbursement program for high cost students**
- **Early** estimate in FY26 is \$4,000,000
- Limited CB Carryover for FY26 \$224,204
- FY25 budget offset was \$2 Million

Quick Glossary: CB is short for Circuit Breaker, GF is short for General Fund and the annual operating budget, OOD is short for Out-of-District

Early Nov post CB Audit on 11/13/24	
Description - Revenue	
CB FY24 Carryover, 1x Funds	\$2,118,821
FY25 GF Private Schools	\$1,250,305
FY25 GF Collaboratives	\$918,593
<b>Est FY25 CB Claim</b>	<b>\$3,700,000</b>
	\$7,987,719
Description - Expenses	
GF Private School	\$1,251,753
GF Collaborative Programs	\$1,082,870
CB Tuition (OOD)	\$5,128,892
CB Salaries	\$150,000
CB Transportation	\$150,000
	\$7,763,515
<b>CB to Carry over for FY26</b>	<b>\$224,204</b>

# Historical Appropriation & Percent Increase



**FY25**  
 School used an additional **\$2MM** beyond the Appropriation from Circuit Breaker Reserve

If this had been appropriated it would have been a **6.6%** increase over FY24

Please refer to Glossary of Terms if you have any questions regarding the terminology.

# | NSS Summary Explanation



Net School Spending (NSS) - Is DESE formula that reflects actual dollars spent on public education.

In short, the formula is  $A + B = C$ .

A.) Required Local Contribution

B. ) Ch 70 State Aid for Education

C.) NSS Required Spending on Public Education

“ Failure to comply with this requirement may result in non-approval of a municipality's tax rate, enforcement action by the Attorney General, or loss of state aid.”

# Natick Increases Are In Line With State Requirements



- NPS budgets based on in part in complying with mandated DESE (NSS) and federal regulations & requirements and improving student achievement.
- From FY16 to FY24 Natick has reasonably tracked the state average for budget “required” Net School Spending (NSS) spending % increases and “actual.”

FY	State Total Required NSS Spending % Increase	Natick Required NSS Spending % Increase
FY16	2.3%	3.3%
FY17	0.8%	2.0%
FY18	2.1%	1.2%
FY19	3.4%	4.7%
FY20	4.8%	3.6%
FY21	2.9%	0.9%
FY22	2.7%	-0.8%
FY23	6.8%	6.1%
FY24*	7.6%	6.3%
<b>Subtotal</b>	<b>33.3%</b>	<b>27.3%</b>

FY	State Actual NSS	State % Chg	Natick Actual NSS	% Chg
FY16	\$ 12,608,181,537	3.7%	\$ 66,471,838	3.8%
FY17	\$ 13,032,457,958	3.4%	\$ 72,669,250	9.3%
FY18	\$ 13,572,066,831	4.1%	\$ 76,153,182	4.8%
FY19	\$ 14,079,862,373	3.7%	\$ 77,097,819	1.2%
FY20	\$ 14,680,147,542	4.3%	\$ 81,212,777	5.3%
FY21	\$ 15,169,565,115	3.3%	\$ 82,447,278	1.5%
FY22	\$ 15,751,797,504	3.8%	\$ 88,182,129	7.0%
FY23	\$ 16,665,284,529	5.8%	\$ 96,047,202	8.9%
FY24*	\$ 17,808,946,124	6.9%	\$ 100,825,647	5.0%
<b>Subtotal</b>		<b>39.1%</b>		<b>46.9%</b>

<https://www.doe.mass.edu/finance/chapter70/>



# Special Education In Line with State Averages

- Special Education Services as % of student population steadily increasing (similar to the state average increase)

Students with Disabilities	# of Students	Natick %	State Avg %
FY17	815	14.70%	17.4%
FY18	810	14.20%	17.7%
FY19	793	14.20%	18.1%
FY20	859	14.80%	18.7%
FY21	787	14.80%	18.7%
FY22	886	16.50%	18.9%
FY23	927	17.10%	19.4%
FY24	989	18.40%	20.20%

FY Ending	SPED Expenditures	Total All Expenditures	Natick % OF SPED Exp v Total Exp	STATE AVG SPED EXP as % of Total Exp
2017	\$ 18,531,202.03	\$ 92,814,483.79	20.0%	22.0%
2018	\$ 17,660,717.18	\$ 92,303,763.18	19.1%	21.9%
2019	\$ 19,225,376.36	\$ 91,526,031.00	21.0%	22.5%
2020	\$ 21,610,603.76	\$ 94,514,242.90	22.9%	22.7%
2021	\$ 20,229,365.10	\$ 93,979,094.66	21.5%	22.1%
2022	\$ 23,443,765.76	\$ 100,726,039.06	23.3%	21.9%
2023	\$ 23,498,810.95	\$ 111,944,108.02	21.0%	21.6%
2024	Awaiting DESE to post, 12-10-2024			

FY17 to FY24 Natick saw 174 students increase in students with disabilities, or 21.3%, for students with disabilities  
 FY17 to FY23 (FY24 is not posted by DESE) total Expenditures for Special education as portion of total spending are in alignment with the market costs for providing services.

<https://profiles.doe.mass.edu/statereport/selectedpopulations.aspx>



# Natick Public Schools - Strong Value

- In FY23, the latest DESE PEr Pupil Data, **Natick spent 7.1% below the state average** for for in district education.
- **Natick High Class of 2024 beat the state average MCAS scores for meeting and exceeding expectations in ELA by 22%, in Math by 24%, in Science by 29%.**
- **Natick High Students who took exams in 2024 Students has 26 Advanced Placement (AP) courses available to them and Class of 2024 students exceeded the national scoring of 3 or better in 25 of the 26 exams. AP Gold Status Awarded 2024.**
- **Natick High Class of 2024 students had an average combined SAT score of 1224**, effectively in the 80th percentile, **meaning the average NHS student scored better than nearly 4 out 5 test takers.**

Class of 2024						
SAT Results	NPS Avg	% Rank	State Avg	% Rank	National	% Rank
R&W	617	77%	559	63%	519	51%
Math	607	79%	550	65%	505	50%
Combined	1224	80%	1109	64%	1024	52%

# Recap - Budget Summary by Categories



FY 2026 Budget Development							
	FY 2025 Budgeted	FY 2026 Budgeted	% Change from FY 2025	\$ Change from FY 2025	FY 2026 Budgeted w. Override	% Change from FY 2025	\$ Change from FY 2025
<b>Expenses</b>							
School (Incl. School Bus Subsidy)	\$87,225,143	\$92,714,346	6.29%	\$5,489,203	\$95,491,904	9.48%	\$8,266,761
Town	\$47,374,361	\$46,802,884	-1.21%	(\$571,477)	\$47,881,269	1.07%	\$506,908
Shared Services	\$56,906,459	\$58,959,488	3.61%	\$2,053,029	\$59,096,068	3.85%	\$2,189,609

# FY 2026 Draft Budget v 1.0



Total Addition  
Approximate: **\$8M**

FY 2026 Budget Development – Dec. 16, 2024						
	FY 2025 Budgeted	FY 2026 Budgeted	% Change from FY 2025	FY 2026 Budgeted w. Override	% Change from FY 2025	Override Distribution \$
<b>Revenues</b>						
Tax Levy	\$145,556,985	\$149,951,999	3.02%	\$157,951,999	8.52%	\$8,000,000
State Aid	\$18,992,998	\$19,617,245	3.29%	\$19,617,245	3.29%	
Local Receipts	\$18,403,536	\$19,904,523	8.16%	\$19,904,523	8.16%	
Free Cash - Operational Use	\$4,737,709	\$6,500,000	37.20%	\$2,500,000	-47.23%	(\$4,000,000)
Other Available Funds	\$8,867,307	\$6,150,983	-30.63%	\$6,150,983	-30.63%	
<b>Total Revenues</b>	<b>\$196,558,535</b>	<b>\$202,124,750</b>	<b>2.83%</b>	<b>\$206,124,750</b>	<b>4.87%</b>	<b>\$4,000,000</b>
<b>Expenses</b>						
School (Incl. School Bus Subsidy)	\$87,225,143	\$92,714,346	6.29%	\$95,491,904	9.48%	\$2,777,558
Town	\$47,374,361	\$46,802,884	-1.21%	\$47,881,269	1.07%	\$1,078,385
Shared Services	\$56,906,459	\$58,959,488	3.61%	\$59,096,068	3.85%	\$136,580
Below-the-line Items	\$4,529,558	\$3,648,032	-19.46%	\$3,648,032	-19.46%	\$0
<b>Total Expenses</b>	<b>\$196,035,521</b>	<b>\$202,124,750</b>	<b>3.11%</b>	<b>\$206,117,273</b>	<b>5.14%</b>	<b>\$3,992,523</b>
<b>Bottom Line</b>	\$523,014	\$0		\$7,477		<b>\$7,992,523</b>

Pursuant to Town Charter, the budget submitted on Feb.1, 2025 for FY 2026 will be balanced and funded only with existing revenues.

It will **not** include any override funds. Information will be provided in the budget materials that will show the effect a possible override will have on the proposed budget if approved by the residents.

**Numbers are subject to changes, and will be affected by:**

- State Aid Update
- Health Insurance Rates
- Pension Contribution Required

## Question

# What does the future look like?

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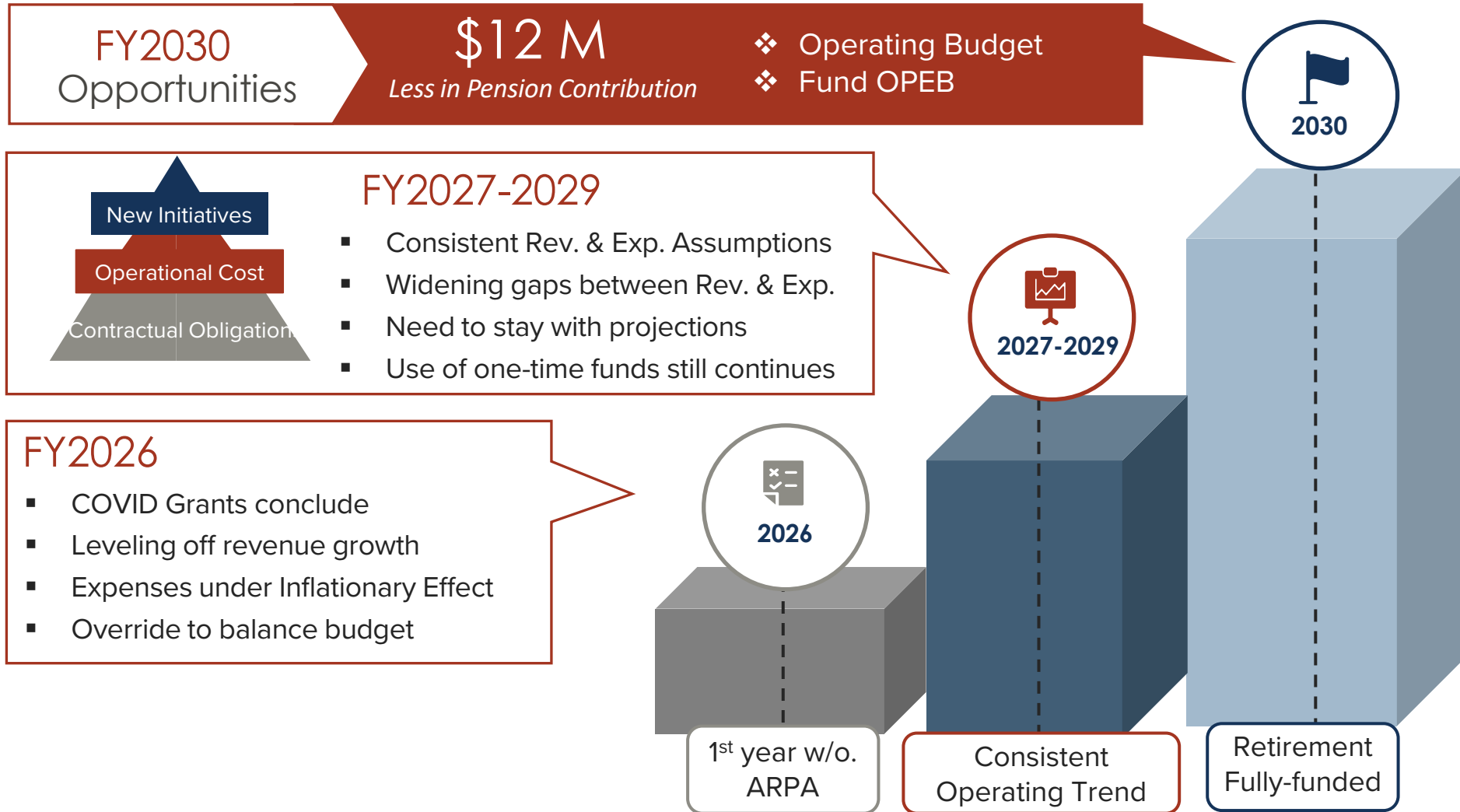
- ▶ Overall Plan to FY 2031
- ▶ Tax Impact Details
- ▶ Forecast FY 2026 - 2031
- ▶ Next Steps

Forecast

# Overall Plan



Forecast from FY2026-FY2031, providing an overview of **potential** revenues and expenditures



Please refer to Glossary of Terms if you have any questions regarding the terminology.

# Forecast: FY 2026 - 2031

General Fund Forecast	FY 2026 Forecast	FY 2027 Forecast	FY 2028 Forecast	FY 2029 Forecast	FY 2030 Forecast	FY 2031 Forecast	FY 31-27 YOY % Change
Major Revenue Sources	\$193,624,748	\$199,614,076	\$205,719,352	\$212,007,894	\$218,464,379	\$229,353,662	3.44%
Free Cash – Operational	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	0.00%
Free Cash – Others	\$500,000	\$3,554,710	\$3,723,650	\$3,903,632	\$4,221,213	\$4,405,007	54.52%
Overlay Surplus	\$1,500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	-19.73%
<b>Total General Fund Revenues</b>	<b>\$198,124,750</b>	<b>\$206,168,786</b>	<b>\$212,443,001</b>	<b>\$218,911,526</b>	<b>\$225,685,592</b>	<b>\$236,758,669</b>	<b>3.63%</b>
Education	\$95,491,904	\$99,311,580	\$103,284,043	\$107,415,405	\$111,712,021	\$116,180,502	4.00%
Town	\$47,881,269	\$49,449,127	\$51,058,770	\$52,733,291	\$54,463,883	\$56,252,447	3.27%
Shared Services	\$59,096,068	\$59,719,841	\$61,386,974	\$63,032,846	\$58,439,273	\$52,288,169	-2.42%
<b>Total General Fund Operating Expenses</b>	<b>\$202,469,243</b>	<b>\$208,480,547</b>	<b>\$215,729,787</b>	<b>\$223,181,543</b>	<b>\$224,615,177</b>	<b>\$224,721,118</b>	<b>2.11%</b>
Below-the-line Items	\$3,648,032	\$6,737,309	\$6,947,417	\$7,174,447	\$7,544,492	\$12,009,836	26.91%
<b>Total General Fund Expenses</b>	<b>\$206,117,273</b>	<b>\$215,217,856</b>	<b>\$222,677,204</b>	<b>\$230,355,989</b>	<b>\$232,159,669</b>	<b>\$236,730,954</b>	<b>2.81%</b>
<b>Bottom Line</b>	<b>(\$7,992,523)</b>	<b>(\$9,049,070)</b>	<b>(\$10,234,202)</b>	<b>(\$11,444,463)</b>	<b>(\$6,474,077)</b>	<b>\$27,715</b>	<b>-</b>
<b>Bottom Line w. OR</b>	<b>\$7,477</b>	<b>(\$849,070)</b>	<b>(\$1,829,202)</b>	<b>(\$2,829,338)</b>	<b>\$2,356,426</b>	<b>\$9,078,980</b>	<b>-</b>

## Override Tax Impact

**\$12,163,959,770**

2025 Taxable Assessed Value

Tax Rate Increase:

**FY 2026: \$0.66**

(per \$1,000 value)

Type	Median Value	Tax Increase
Residential Condo	\$372,000	\$245
Two-family	\$762,350	\$503
Single-Family	\$780,400	\$515
Apartment - 4-8 Units	\$911,450	\$601

## Highlights(Without Override)

**FY 2026 – FY 2025 % Change:**

School % : 6.29%

Town % : -1.2%

Shared %: 3.6%

**Free Cash**

❖ Operating Budget: \$6,500,000

❖ Overlay Surplus: \$1,500,000

## Override Scenario

FY 2026: \$8,000,000

**Total OR: \$8,000,000**

# Override Tax Impact Details

Home Type: Single-Family

Scenario: \$8-Million in FY 2026



**\$12,163,959,770**

FY 2025 Taxable Assessed Value



**\$780,400**

FY 2025 Median Home Value



**\$157,951,999**

FY 2026 Tax Levy

**\$9,620**

( *Incl. Tax Increase due to  
Prop. 2 ½:*  
**\$280** )

+

**\$515**

Additional Tax \$Due to Override



**5.35%**

*Tax Amount Increase  
due to Override*

+5.35%



Tax w/o. OR

Tax with OR

Projected Tax Rate:  
\$12.99 / \$1,000 Value

Total Amount of Tax Bill  
(Projected):

**\$10,135**

Tax % due to  
Override

**5.35%**

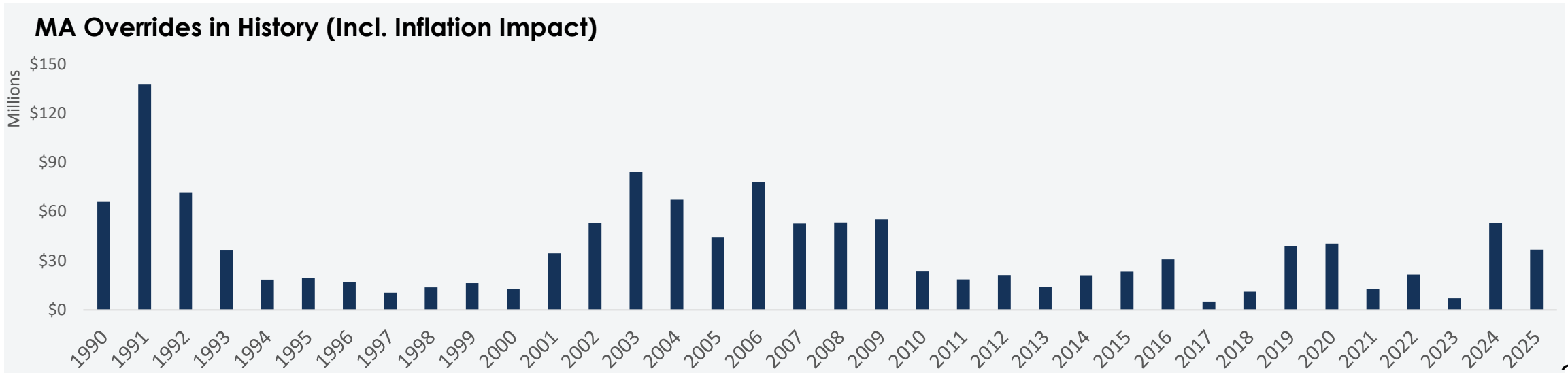


# Override History

## Natick's Override History

Fiscal Year	Department	Result	Description	Amount
1991	School	Loss	General Operating/School Budget	\$800,000
1992	School	Loss	General Operating/School Budget	\$1,000,000
2001	Public Safety	Win	Implementing Second Ambulance	\$427,000
2009	General Operating	Win	Funding Operating and School Budget	\$3,900,000
2026	General Operating		Funding Operating and School Budget	\$8,000,000
			<b>Total Win</b>	<b>\$4,327,000</b>

**% Override of Operating Budget:**  
 2009: 3.88%  
 2026: 4.03%



# Recent Overrides in MA

82 Communities proposed 196 Overrides during FY 2020 – FY 2025

## Overrides in MA during FY 2020 - 2025

MA Override Ballot Votes	FY 20	FY 21	FY 22	FY23	FY 24	FY 25 *	Total	
Win	22	12	19	18	46	16	133	69%
Loss	7	9	2	3	19	20	60	31%

\* Note that FY 25 data is not completed yet.

## Top 10 Overrides by Amount FY 2020- 2025

#	Municipality	Fiscal Year	Amount	% of OP. Budget	Result	Purpose
1	Brookline	2024	\$11,983,367	3.17%	WIN	General Operations
2	Winchester	2020	\$10,000,000	7.59%	WIN	Operations & Stabilization Fund
3	North Reading	2024	\$10,000,000	10.91%	LOSS	General Operations
4	Shrewsbury	2022	\$9,500,000	6.08%	WIN	Operations & School Department
5	Newton	2023	\$9,175,000	1.60%	LOSS	General Operations
6	Belmont	2025	\$8,400,000	5.38%	WIN	Capital Budget & School Budget
7	Braintree	2025	\$8,000,000	4.81%	WIN	Operations & School Department
8	Hingham	2024	\$7,890,467	6.11%	WIN	General Operations
9	Melrose	2025	\$7,700,000	6.90%	LOSS	School, Public Safety, General
10	Arlington	2025	\$7,000,000	3.38%	WIN	General Operations

# Next Steps



FY 2026 Starting from July 1, 2025

## Budget Hearings (Feb.)

- Joint Budget Meeting with Select Board & School Committee
- Finance Committee Budget Hearings

## Budget Development (Dec.– Feb.)

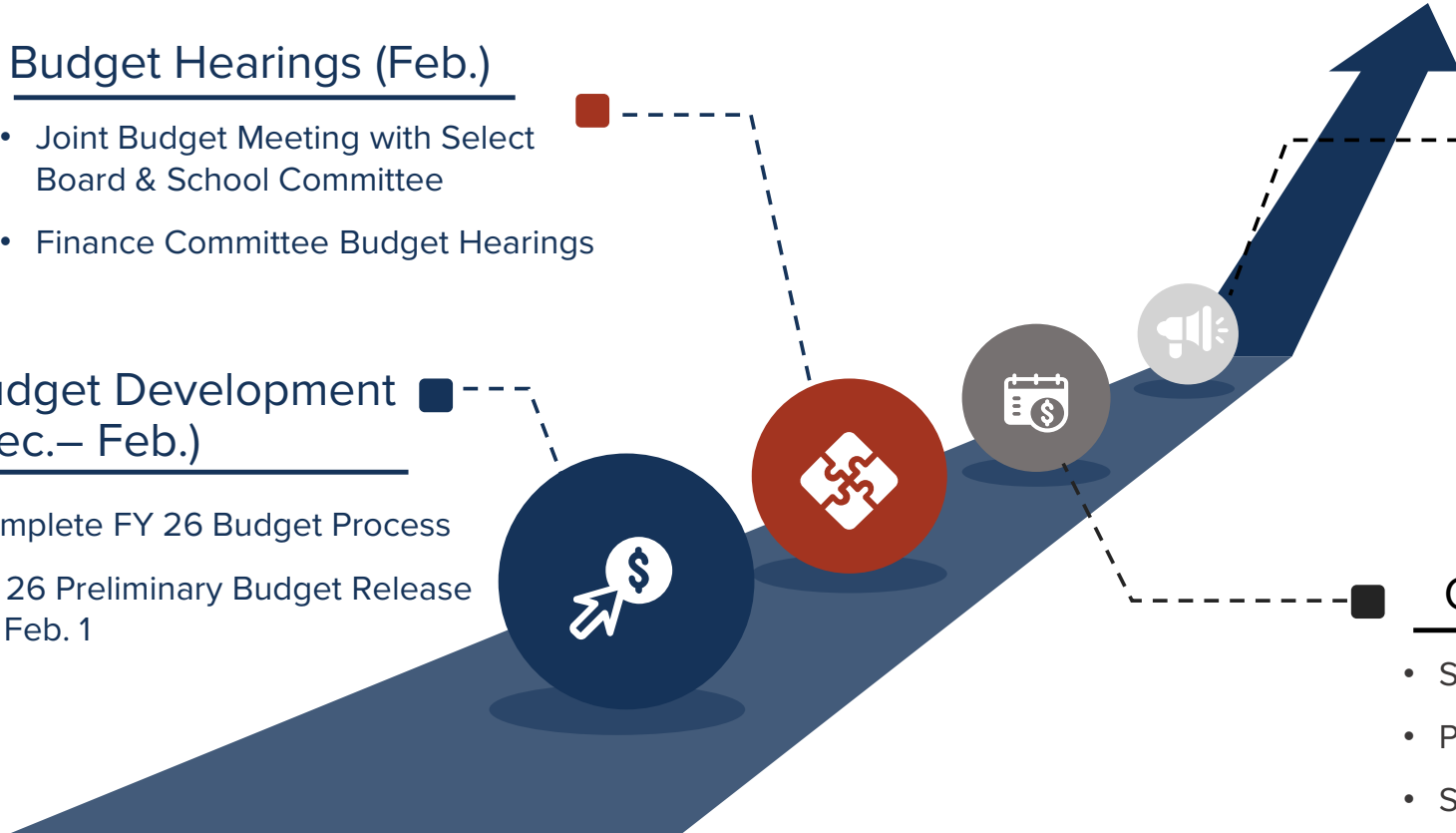
- Complete FY 26 Budget Process
- FY 26 Preliminary Budget Release on Feb. 1

## After Override (Mar. – Apr.)

- Town Election & Override Result on Mar. 23
- FY 26 Amended Budget Release
- Town Meeting for Budget Appropriations

## Override Preparation (Feb. – Mar.)

- Select Board Review & Approve Override Scenario
- Public Forums on the Override & FY 26 Budget
- Select Board Submit Ballot Question by Feb. 18



# Override Discussion Presentation Addendum

Glossary of Terms

# Glossary of Terms

1. **APRA - American Rescue Plan Act** - The American Rescue Plan Act (ARPA) is a federal law passed in 2021 to provide financial assistance to communities affected by the COVID-19 pandemic. The Town of Natick received \$10 million in ARPA funds.
2. **Balanced Budget** - A balanced budget is a financial situation where revenue is equal to or greater than expenses. This means there is no budget deficit or surplus, and the accounts "balance".
3. **Circuit Breaker Reserve:** The Commonwealth Special Education Reimbursement Program, provides financial assistance to public school districts to offset the cost of delivering high-cost special education services to students.
4. **Consumer Price Index (CPI)** - The Consumer Price Index measures change over time in the prices paid by consumers for a representative basket of goods and services.
5. **Contractual Obligations** - A contractual obligation is a legal duty or responsibility that each party in a contract must fulfill. For the Town this often means collective bargaining agreements with unions, contracts with utility providers and vendors or debt service payments
6. **COVID** – In budgetary context “COVID” or “COVID period” represents the time period when the Town was operating under the restrictions in place due to the spread of the COVID virus.
7. **DESE** – The Massachusetts Department of Early and Secondary Education. The State oversight agency for the Natick Public Schools

## Glossary of Terms (cont.)

8. **DOR** - The Massachusetts Department of Revenue. The Division of Local Services of the DOR has fiscal oversight of the municipality of the Commonwealth.
9. **Free Cash** - Free cash is the amount of funds in a town which is unrestricted and available for appropriation after the closing of the Town's books, in accordance with G.L. c. 59, § 23, after certification by the DLS Director of Accounts.
10. **Federal COVID Funds** – Federal funding due to the COVID Pandemic in particular Cares, ARPA, ESSR and FEMA.
11. **Indirects** – Amounts paid by the Enterprise funds to the Town for services provided.
12. **Local Receipts** – Revenue from the following sources – Local option taxes, Fees, Excise Taxes, Motor Vehicle Excise Tax, Payments in Lieu of Taxes, Rentals, Departmental Revenues, License/Permits, Fines/Forfeits, Investment Income.
13. **Miscellaneous Nonrecurring Costs** – An isolated payment. Miscellaneous Nonrecurring costs can not be budgeted.
12. **Median Home Value** - The median home value is the middle price in a list of home sales, where half of the homes sold for more and half sold for less. To find the median, list all the sale prices in order from highest to lowest or lowest to highest, and then find the price in the middle.

## Glossary of Terms (cont.)

- 13. NPS** – Natick Public Schools
- 14. One-time Funds** – Funds that are appropriated with the expectation that they may not be appropriated in subsequent years, i.e. free cash, new growth, grants.
- 15. Operating Expense** - the costs the town incurs to keep it running, usually repetitive in nature that provide services to the residents of the town.
- 16. Operations** - the activities and processes through which the Town functions, including the creation, implementation, and enforcement of laws and policies.
- 17. OPEB** – Other Post Employment Benefits. Healthcare insurance provided to the town’s retirees.
- 18. Overlay Surplus** – the Overlay account is an account that the Town maintains to fund real estate tax abatements. The Overlay Surplus is the amount that the balance of the account exceeds the outstanding potential liabilities of the Town.
- 19. Pension Contribution** – the annual assessment set by the Public Employee Retirement Commission to fund the Town’s employee pension obligations, including the outstanding future liabilities.

# Glossary of Terms – (cont.)

- 20. Proposition 2 ½** - Proposition 2½, approved by Massachusetts voters in 1980 and first implemented in fiscal 1982, limits the amount of revenue a town may raise, or levy, from local property taxes each year to fund municipal operations. The law (M.G.L. Ch. 59, Sect. 21C) places two constraints on the amount of property taxes a town can levy: 1. A community cannot levy more than 2.5 percent of the total full cash value of all taxable property in the community (called the levy ceiling). 2. A community's allowable levy for a fiscal year (called the levy limit) cannot increase by more than 2.5 percent of the maximum allowable limit for the prior year, plus certain allowable increases such as new growth from property added to the tax rolls.
- 21. Rating agencies** - A rating agency is a company that evaluates the financial health of a government entity to determine how likely they are to repay their debts. Rating agencies, such as Standard & Poor, Moody's and Fitch Ratings use letter-based scores to indicate the level of risk associated with a debt and are an important part of the financial markets. Currently the Town of Natick is rated as AAA by both S&P and Fitch, the highest rating available.
- 22. Reliable Revenues** – Revenues that have the highest stability for funding the Town. Real Estate taxes and State Aid are the Town's most consist sources of revenue.



## Glossary of Terms – (cont.)

- 23. School Bus Subsidy** – an appropriation by Natick Town Meeting to lower the amount of fees paid by school families for bus transportation
- 24. Shared Services** – Services that are shared by both the Town and Schools, for example facilities management, debt service and employee fringe benefits. Share Services are appropriated as an expense by Town Meeting.
- 25. SPED** – Special Education Services.
- 26. State Aid** – Financial funding from the state budget that helps fund local services and programs.
- 27. Tax Levy** - The property tax levy is the revenue a community can raise through real and personal property taxes. The property tax levy is the largest source of revenue for most cities and towns.
- 28. Taxable Assessed Value** - Taxable assessed value is the value of a property used to calculate the property owner's tax liability. The dollar value assigned to a property for tax purposes. It's determined by the assessor and is based on factors like comparable home sales, square footage, and location.
- 29. Turnbacks** - The amount of money that was budgeted but not spent. It is one of the components of free cash.
- 30. Undesignated Fund Balance (Revenue)** – Monies in various town funds as of the end of the fiscal year that are neither encumbered nor reserved and are therefore available for expenditure once certified as part of free cash.

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**ITEM TITLE:** Approval of International Field Trip to Central Europe  
**DATE:**  
**ITEM TYPE:**  
**ITEM SUMMARY:** Approval of International Field Trip to Central Europe - LINK  
**BACKGROUND INFORMATION:**  
**RECOMMENDATION:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>File Name</b>	<b>Type</b>
Approval of International Field Trip to Central Europe	Central_Europe_Trip.pdf	Cover Memo

# School Sponsored Field Trip Request Form Out of State Travel ONLY

*Attach itinerary, student lists (if known), hotel information, chaperone sign-off forms, waiver requests, etc. to the completed request form and send to the Principal's office. If you will just be submitting the one request form, you may return it by email.*

*Submit to the principal's office no later than the Wednesday before the Natick High School Committee is to meet. Overseas trip requests must be submitted and also approved in advance of any marketing to the students.*

*The lead teacher or an adult representative from your trip must appear at the School Committee meeting to present the request. You will be notified of the date of this meeting.*

To: Dr. Melissa Spash, Superintendent  
From: Josepha Blocker, NHS Principal  
Date: December 4, 2024  
Re: [Overnight EF Tour to Central Europe and the Holocaust](#)

I would like to request School Committee Approval for the following overnight / out-of-state trip: February Break trip to central Europe with a focus on historical WWII and Cold War era sites.

Lead teacher's name: Andrea Rogers, NHS English Teacher

Group: 10-12th grade Natick High Students

Destination and also Itinerary:

**Day 1: Fly overnight to Germany**

**Day 2: Berlin**

Walking tour of Berlin

**Day 3: Berlin**

Take a guided tour of Berlin

- Brandenburg Gate
- Kurfürstendamm
- Remains of the Berlin Wall
- See Checkpoint Charlie
- Visit the Jewish Museum
- Visit the Topography of Terror Museum

**Day 4: Berlin • Warsaw**

Travel by train to Warsaw

Walking tour of Warsaw

**Day 5: Warsaw**

Tour the Warsaw Ghetto with an expert local guide

Visit the POLIN Museum of the History of Polish Jews

**Day 6: Warsaw • Kraków**

Travel to Kraków

Visit Wawel Cathedral

Visit St. Mary's Church

Walking tour of Kraków

- Wawel Hill
- Glowny Square

**Day 7: Kraków**

Take a guided tour of Auschwitz and Birkenau

**Day 8: Kraków • Prague**

Travel to Prague

Visit the Jewish Museum, Jewish Cemetery and Spanish Synagogue

Visit the Old-New Synagogue

Take a guided tour of the Jewish Quarter

- Jewish Museum and Cemetery

- Spanish Synagogue
- Old-New Synagogue

**Day 9: Prague**

Take a guided tour of Prague

- St. Vitus Cathedral
- Golden Lane
- Charles Bridge

**Day 10: Depart for home**

Date of trip: Friday, February 13-Sunday, February 22, 2026

Time & location of departure & return: Boston/Logan Thursday, February 12-Sunday, February 22, 2026

Transportation: Framingham Logan Express to Logan, flight to Berlin return flight from Prague to Boston, Logan; parent pick up at Logan airport.

Mode of transportation requested: air, train (during trip), bus (during trip)

Method of payment (fundraising, etc.): Participating families will pay for their students. Individual student fundraising through the EF platform is encouraged.

Names & phone numbers of chaperones: Andrea Rogers 508-615-6154

Estimated Cost of trip per student: \$3599

Please state the purpose of this trip: This is a WWII era history, literature, and European sight-seeing tour. Tours will provide context and additional background knowledge supplementing lessons students have learned in their history and English classes.

Having brought students on a very similar trip in February, 2024 I have found the added context invaluable to my teaching. Students have shared their experiences, memories, and knowledge with my War in Literature course as well as their AP US History and Holocaust and Genocide classes. This is a unique trip without a language requirement open to all students interested in engaging with a part of history shared through a different perspective. Beyond the learning experience, the tours to Krakow, Warsaw, and Auschwitz have a deep emotional impact building students' empathy for and reflection on the atrocities of our global past.

I support this request and thank you for your consideration.

Sincerely,



Josepha Blocker  
Principal



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TOURS

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reviews, and enroll on your  
teacher's Tour Website

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

This is also your tour number

# CENTRAL EUROPE & THE HOLOCAUST

10 or 13 days | Germany | Poland | Czech Republic | Extension to Austria

One of history's darkest moments takes on a poignant immediacy when you walk through the cities, towns, and buildings where the events of the Holocaust occurred. At the Jewish Museum in Berlin, in the Warsaw Ghetto, in Prague's Jewish Quarter, and at the camps of Auschwitz and Birkenau, you have the opportunity to recall the suffering, honor the victims, and celebrate the liberation.

## YOUR EXPERIENCE INCLUDES:



Full-time Tour Director



**Sightseeing:** 5 sightseeing tours led by expert, licensed local guides (8 with extension); 3 walking tours (4 with extension)



**Entrances:** Topography of Terror Museum; Jewish Museum in Berlin; POLIN Museum of the History of Polish Jews; St. Mary's Cathedral; Auschwitz and Birkenau; St. Vitus Cathedral; Jewish Museum in Prague; Jewish Cemetery in Prague; Spanish Synagogue; Old-New Synagogue; with extension: Nuremberg Documentation Center; Dachau; Eagle's Nest or Documentation Center



**weShare:** Our personalized learning experience engages students before, during, and after tour, with the option to create a final, reflective project for academic credit.



**All of the details are covered:** Round-trip flights on major carriers; comfortable motorcoach; train; 8 overnight stays in hotels with private bathrooms (11 with extension); European breakfast and dinner daily



Anyone can see the world.

# YOU'RE GOING TO EXPERIENCE IT.

As you can see, your EF tour includes visits to the places you've learned about in school. That's a given. But it's so much more than that. Immersing yourself in new cultures—surrounded by the people, the language, the food, the way of life—creates inspirational moments that can't be listed in an itinerary. They can only be experienced.

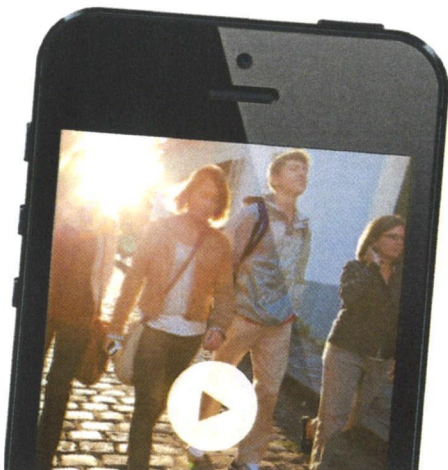
And the experience begins long before you get your passport stamped and meet your **Tour Director** in your arrival city. It begins the moment you decide to go. Whether it's connecting with other travelers on Facebook, Twitter, or Instagram, or delving deeper into your destinations with our personalized learning experience, **weShare**, the excitement will hit you long before you pack your suitcase.

When your group arrives abroad, everything is taken care of so you can relax and enjoy the experience. Your full-time Tour Director is with your group around the clock, handling local transportation, hotels, and meals while also providing their own insight into the local history and culture. **Expert local guides** will lead your group on sightseeing tours, providing detailed views on history, art, architecture, or anything you may have a question about.

When your journey is over and you're unpacking your suitcase at home, you'll realize the benefits of your life-changing experience do not end. They have just begun.

*@EFtours I attribute my college semester abroad to the love for travel I discovered on an EF Tour in high school #traveltuesday*

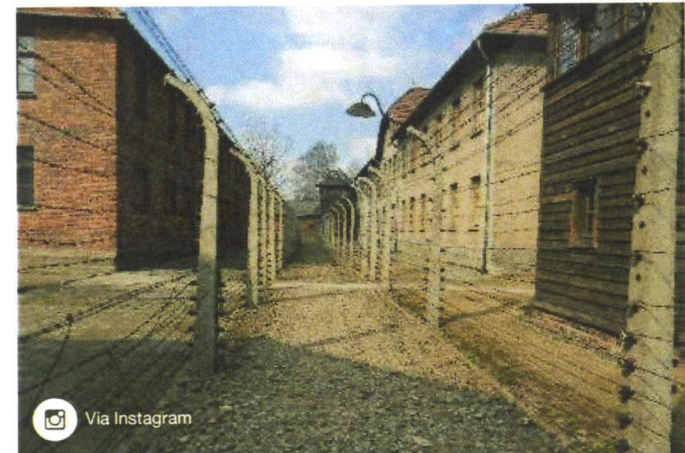
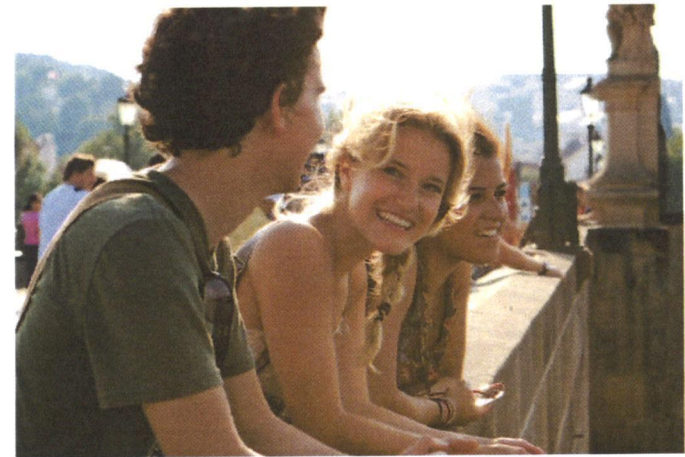
— MELISSA, TRAVELER



**CHECK OUT WHAT A TOUR IS ALL ABOUT**

Watch the videos at [eftours.com/](http://eftours.com/)

Your teacher's Tour Website



## What you'll experience on your tour

### Day 1: Fly overnight to Germany

#### Day 2: Berlin

- Meet your Tour Director at the airport in Berlin, the vibrant capital of reunified Germany.
- Take a walking tour of Berlin to explore its transformation since the Berlin Wall fell in 1989 and the vital role the city now plays in the European Union.

#### Day 3: Berlin

- Take an expert-led tour of Berlin: Brandenburg Gate; Kurfürstendamm.
- Stop for a photo at Checkpoint Charlie.
- Visit the Topography of Terror Museum, built on the grounds of the Gestapo and SS headquarters. Here you can learn more about the Nazi regime and discover this documentation center.
- Visit the Jewish Museum.

#### Day 4: Warsaw

- Travel by train to Warsaw.

#### Day 5: Warsaw

- Take a walking tour of Warsaw and the Warsaw Ghetto, including the Warsaw Ghetto Monument.
- Visit the POLIN Museum of the History of Polish Jews.

#### Day 6: Krakow

- Travel to Krakow, the only major Polish city to escape devastation during World War II, leaving the beautiful architecture of its Old Town intact.
- Take a walking tour of Krakow. With your Tour Director, you will see Wawel Cathedral, where Polish kings were crowned and Pope John Paul II once served as archbishop, and Glowny Square.
- Visit St. Mary's Cathedral.

#### Day 7: Krakow

- Take a somber visit to the concentration camps at Auschwitz and Birkenau. Now the site of a memorial museum, you can view a film about the horror of Auschwitz and Hitler's Third Reich here. Before you leave, observe a moment of remembrance for the Holocaust's millions of victims.

#### Day 8: Prague

- Travel to charming Prague, and encounter the legendary beauty of the former capital of the Holy Roman Empire. Here, you'll discover how the city gracefully balances classical features with a lively, bohemian spirit.
- Take an expert-led tour of the Jewish Quarter.

#### Day 9: Prague

- Take an expert-led tour of the city. Walk the quaint, cobbled streets of the Mala Strana, visit the 13th-century Stare Mesto (Old Town) and Market Square, and view the famous 15th-century astronomical clock.
- Visit St. Vitus Cathedral to continue celebrating the art and architecture of the City of One Hundred Spires.
- Visit the Jewish Museum.
- Visit the Jewish Cemetery.
- Visit the Spanish Synagogue.
- Visit the Old-New Synagogue.

#### Day 10: Depart for home

### 3-DAY TOUR EXTENSION

#### Day 10: Nuremberg | Munich

- Travel to Nuremberg.
- Visit the Documentation Center.
- Continue on to Munich.

#### Day 11: Munich

- Take an expert-led tour of Munich.
- Visit Dachau, a WWII Nazi concentration camp built in 1933 and liberated by the Allies in 1945. It now serves as a memorial museum.

#### Day 12: Munich

- Take a guided excursion to Salzburg.
- Visit the Eagle's Nest or the Documentation Center.

#### Day 13: Depart for home



*In Berlin, Germany #berlin #germany #ef #eftours #neverstopexploring*

– NICK, TRAVELER



Via Instagram



*#prague #czechrepublic #beautiful #eftours #view fromthetownhall*

– ANN, TRAVELER



Via Twitter

### TOP THREE THINGS I WILL SEE, DO, TRY, OR EXPLORE

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

— The easiest ways to —  
**ENROLL TODAY**



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**Enroll by phone**  
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**Enroll by mail**  
EF Educational Tours  
Two Education Circle  
Cambridge, MA 02141

*My daughter has gained such an amazing view of the world and history from this experience. She has not stopped talking since I picked her up at the airport. Thank you for all the organization, helpful hints, flexible payment plan, and knowledgeable tour guides.*

—CHARLOTTE, PARENT OF TRAVELER



## THE WORLD LEADER IN INTERNATIONAL EDUCATION

For over 50 years EF has been working toward one global mission: *Opening the World Through Education*. Your teacher has partnered with EF because of our unmatched worldwide presence, our focus on affordability, and our commitment to providing experiences that teach critical thinking, problem solving, collaboration, and global competence. What's more:

- **We always offer the lowest prices, guaranteed** so more students can travel.
- **We're fully accredited, just like your school,** so you can earn credit while on tour.
- **All of our educational tours feature experiential learning activities** and visits to the best sites.
- **We're completely committed to your safety.** We have more than 600 schools and offices in over 50 countries around the world, so local EF staff members can react quickly and in person wherever you travel.
- **Your full-time Tour Director is with your group** every step of the way on tour, providing insight about your destinations as well as great local tips.





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**ITEM TITLE:** Approval of Open Session Minutes from 11.4.24  
**DATE:**  
**ITEM TYPE:**  
**ITEM SUMMARY:**  
**BACKGROUND INFORMATION:**  
**RECOMMENDATION:**

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**ATTACHMENTS:**

<b>Description</b>	<b>File Name</b>	<b>Type</b>
approval of open session minutes from 11.4.24	11.4.24_OPEN_SESSION_School_Committee_Minutes.pdf	Cover Memo

*Natick Public Schools*  
**SCHOOL COMMITTEE MEETING OPEN SESSION MINUTES**  
*November 4, 2024*

The School Committee held a meeting on Monday November 4, 2024, at 6:02 pm via an in-person and virtual meeting. Chair Fuxman called the meeting to order and took roll call at 6:02 pm.

Members Present:

Chair Fuxman - present  
Ms. Gorseth - not present  
Ms. Brunell - present @ 6:50  
Ms. McDonough – present @ 6:10  
Ms Collins - present  
Mr. Brand – present  
Ms. Flathers - present  
Ms. Scott - present

Others Present:

Dr. Melissa Spash	Superintendent
Susan Balboni	Assistant Superintendent for Teaching, Learning, Innovation and Equity
Matthew Gillis	Assistant Superintendent of Finance
Linda McGrath	Recording Secretary

Chair Fuxman made a motion to move into Executive Session at 6:03 PM for the following purposes: Ms. Collins seconded the motion.

1. To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares (EAN Units A and B, Administrative Assistants, Food Service, Paraprofessionals, and Custodial and Maintenance).

Chair Fuxman took role call to vote:

Chair Fuxman - yes  
Ms Collins - yes  
Mr. Brand – yes  
Ms. Flathers - yes

## OPEN SESSION

Chair Fuxman resumed the open session meeting at approximately 6:35 pm and stated that the meeting was being recorded by Pegasus.

### Pledge of Allegiance

Moment of Silence - To honor those who have sacrificed for our country.

Announcements - Ms. Balboni announced that tomorrow was our NILS day which is our full day of professional development for all staff. Darnisa Amante Jackson will be one of the presenters for all the educators.

## PUBLIC SPEAK

Public Speak is scheduled for a period of fifteen minutes. Each speaker will be permitted a maximum of three minutes during which time they can speak about topics within the scope of responsibility of the School Committee. All remarks will be addressed through the School Committee Chair. Public Speak is not a time for debate or response to comments by the School Committee.

No one for Public Speak ~

### TEACHER REPRESENTATIVE - Jefferson Wood

Mr. Wood had no comment for tonight ~

### STUDENT REPRESENTATIVE - Kendall Hacker and Anthony Lu at 6:50 pm

No comment from the Student Representatives tonight ~

### METCO REPRESENTATIVE - Tamika Scott

Ms. Scott had no comment for tonight ~

## CONSENT AGENDA

1. [Donation Memo](#)
  - a. [Paper Store Gift of Giving](#)
  - b. [Coffee Donation for NILS Day](#)
2. International Field Trip - [France 2026](#)
3. International Field Trip - [Galapagos Island 2026](#)
4. Approval of Open Session Minutes from [9.23.24](#)
5. Approval of Executive Session Minutes from 9.23.24

*Chair Fuxman asked for a motion to approve the consent agenda. Ms. Collins made a motion to approve the consent agenda. Mr. Brand seconded the motion. All were in favor: 5-0-0. Motion passed.*

## SUPERINTENDENT'S REPORT - Dr. Spash

Dr. Spash announced all the Principals that will be presenting on behalf of their school.

### 1. School Improvement Plans ([Wilson](#), [Brown](#), [PK](#), [Memorial](#))

Mr. Brand asked Ms. Carney from Wilson School about the students reading below grade level and wondered if the growth was for grade level or for the student? Ms. Carney explained that it was similar to MCAS.

Chair Fuxman commented about the first goal for Wilson School which focuses on the lowest performing students but since this is a school improvement plan which means a commitment to all students, the academic success is still there. Ms. Carney agreed.

Ms. McDonough wondered why the PreSchool was using Canva instead of Smores and how parents were alerted? Ms. Kinkead explained her reasoning and Ms. Curley stated that when parents set-up their accounts, there are different options.

Ms. Brunell commented about the data around the students who are not achieving what is wanted and is happy to see a goal for such.

Ms. Brunell asked Dr. Spash: how are the goals going to be tracked this year? Dr. Spash explained that the goals that were presented today, those are their goals in their teachpoint for the year.

Ms. Brunell asked if there was a way to see students within the goals and if they relate? Dr. Spash stated that would be something that could be discussed with the Principals and reflect on a little further in the process.

### 2. Town Administrator's [Memo](#) on Potential Override - Jamie Errickson/Town Administrator

Mr. Errickson went over his memo on the potential override.

Ms. Flathers asked what the average free cash has been over the past few years? Mr. Errickson stated that the average is typically in the 6/7 million dollar range.

Ms. McDonough commented that she thought a decision would have to be made pretty quickly and wondered when they anticipated it happening? Mr. Errickson thought December to early January. Mr. Errickson mentioned that the last operational override in Natick was 2008-2009.

Chair Fuxman thanked everyone involved and appreciates all the work that has been done so far.

Ms. Brunell asked about the joint meeting between the School Committee and Select Board. Chair Fuxman commented that there is a plan for one.

### 3. Enrollment Report - [November](#)

## SUBCOMMITTEE/LIAISON UPDATES - Mr. Brand

### 1. TEC Updates

Mr. Brand discussed the attachments for the TEC updates.

- a. Collaborative Agreement - [LINK](#)
- b. Proposed Timeline - [LINK](#)
- c. Appointment Letter - [LINK](#)

Ms. McDonough gave an update on the calendar task force. She said they have worked through the draft of a survey with questions regarding the different holidays celebrated by the community and hope to have it ready by mid November.

## CHAIRMAN'S REPORT

Chair Fuxman discussed the committee goals and the process.

### 1. Committee Goals

- a. Community Engagement - [LINK](#)
- b. Budget Action Plan - [LINK](#)
- c. Professional Development - [LINK](#)
- d. Facilities/Capital

Budget Action Plan Goal - Ms. Collins discussed the action steps of the goals.

Ms. Flathers commented that they would want support in getting clarity and efficiency within the meeting.

Ms. Brunell commented that it aligns with the district priorities.

Ms. McDonough asked what a budget subcommittee would look like? Ms. Brunell stated that perhaps getting data in regards to what has worked prior for the committee and also getting Dr. Spash and Mr. Gillis's thoughts and bringing them back to the committee.

Ms. McDonough suggested putting on the budget goals that they are piloting a budget subcommittee for FY26.

Ms. Collins commented that she was against a budget subcommittee.

*Mr. Brand made a motion to approve the budget efficiency, clarity and transparency goal. Ms. Brunell seconded the motion. All were in favor. 6-0-0.*

Mr. Brand asked if we need to ratify the people working on the goal? Chair Fuxman then asked if anyone would like to work on the budget goal? No one said yes.

Community Engagement - Ms. Scott discussed the action steps of the goals.

Mr. Brand commented that the committee currently is carrying out the goals presented but the point of the goal/discussion is to formalize and have structure.

*Mr. Brand made a motion to approve the goals. Ms. Collins seconded the motion. All were in favor. 6-0-0. Motion passed.*

Chair Fuxman looked for clarification on the four members to continue working on the goals. Ms. Brunell stated that she would not be able to as she will be working on the budget.

Facilities/Capital - Ms. Flathers discussed two areas of concern which are the fields and the capital plan for the elementary schools. She commented that the proposal is to not have a specific goal established around the capital plan and a shorter term goal around the athletic fields.

Ms. Brunell commented about the Brown School playground and should be on the radar.

Dr. Spash commented that she could mention to Principals and see if there is a temporary solution.

Ms. McDonough thought that some of these elements would come from Administration and perhaps look at all buildings, spaces, equipment, etc.. and come up with a plan for what needs to be replaced and when.

Dr. Spash commented on taking the feedback from her meetings and then making a plan from there.

Professional Development - Mr. Brand discussed the action steps of the goals.

Chair Fuxman was looking for feedback on the book discussion goal and perhaps have a trainer? Ms. Collins commented that she would not want to book club but would prefer a facilitator of some sort. Ms. Brunell commented that it would be more of reviewing a book and discussing.

*Ms. Collins made a motion to approve the goal. Mr. Brand seconded the motion. All were in favor. 6-0-0. Motion passed.*

*Ms. Collins made a motion to adjourn the meeting at 9:07 pm. Mr. Brand seconded the motion. All were in favor. 6-0-0. Motion passed.*

Respectfully submitted:

Linda McGrath  
Recording Secretary

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**ITEM TITLE:**

Approval of Executive Session Minutes from 11.4.24

**DATE:**

**ITEM TYPE:**

**ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**RECOMMENDATION:**

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**ITEM TITLE:** High School Data  
**DATE:**  
**ITEM TYPE:**  
**ITEM SUMMARY:** NPS Data on Achievement - LINK  
**BACKGROUND INFORMATION:**  
**RECOMMENDATION:**

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**ATTACHMENTS:**

<b>Description</b>	<b>File Name</b>	<b>Type</b>
nps data on achievement	NHS_Data_on_Achievement__2024.pdf	Cover Memo



# NPS Data on Achievement

*December 2024*



# Natick High Offers 26 AP Courses

## Natick High School offers [26 AP courses](#) annually

- Advanced Placement (AP) courses are equivalent to first year college level courses
- Nationally standardized curriculum & test via [The College Board](#)
- Last year, one third of Natick High School students took at least one AP exam.

## Benefits of AP Courses

- Improves competitiveness of student transcript
- Possibility of earning college credit for a strong enough score the AP Exam
  - May reduce # of college courses to graduate => **Savings on college expenses!**
  - Can allow for more advanced courses and/or chosen major courses to be taken instead of entry level courses
- The above last 3 points may vary depending on the particular college

# AP Dollar Value - Applied In College

2024-25 Prices From College Websites

College/ University	Tuition	Room & Board	Approximate Sticker Price	Semester Cost
Mass Bay Community College	\$ 5,856	\$ -	\$ 5,856	\$ 2,928
University of Massachusetts Amherst	\$ 17,772	\$ 16,709	\$ 34,481	\$ 17,241
University of New Hampshire	\$ 26,513	\$ 14,142	\$ 40,655	\$ 20,327
Providence College	\$ 63,550	\$ 17,840	\$ 81,390	\$ 40,695

Four or five AP scores accepted for college credit could result in a semester of savings by being able graduate early.

Eight to ten AP scores accepted for college credit could result in a full year's worth of college expenses.

# AP Exam Scoring

AP Score	Recommendation	College Course Grade Equivalent
5	Extremely well qualified	A+ or A
4	Very well qualified	A-, B+, or B
3	Qualified	B-, C+, or C
2	Possibly qualified	----
1	No recommendation	----

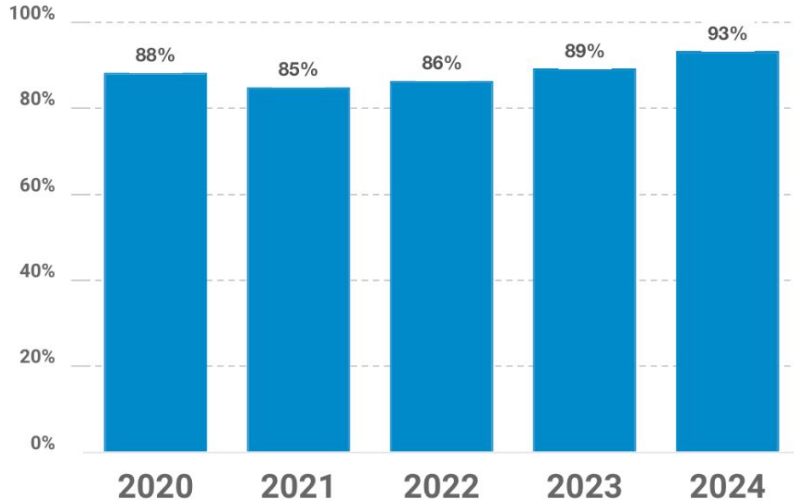
AP scores are often an important factor in college admissions and course requirements to earn a college degree.

Your mileage may vary from college to college.

# Natick High: AP Exams



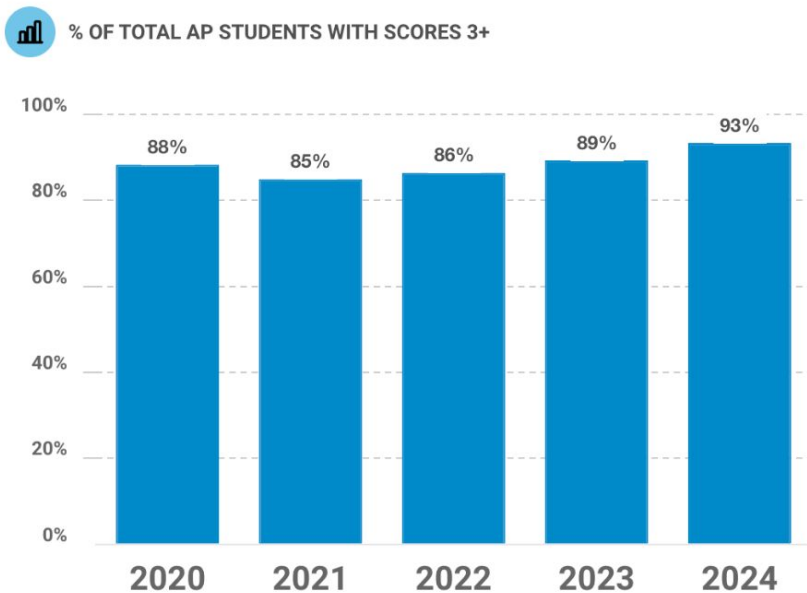
% OF TOTAL AP STUDENTS WITH SCORES 3+



SCHOOL SUMMARY

	2020	2021	2022	2023	2024
Total AP Students	503	483	500	569	600
Number of Exams	986	824	903	1,054	1,167
AP Students with Scores 3+	444	410	432	508	560
% of Total AP Students with Scores 3+	88.27	84.89	86.40	89.28	93.33

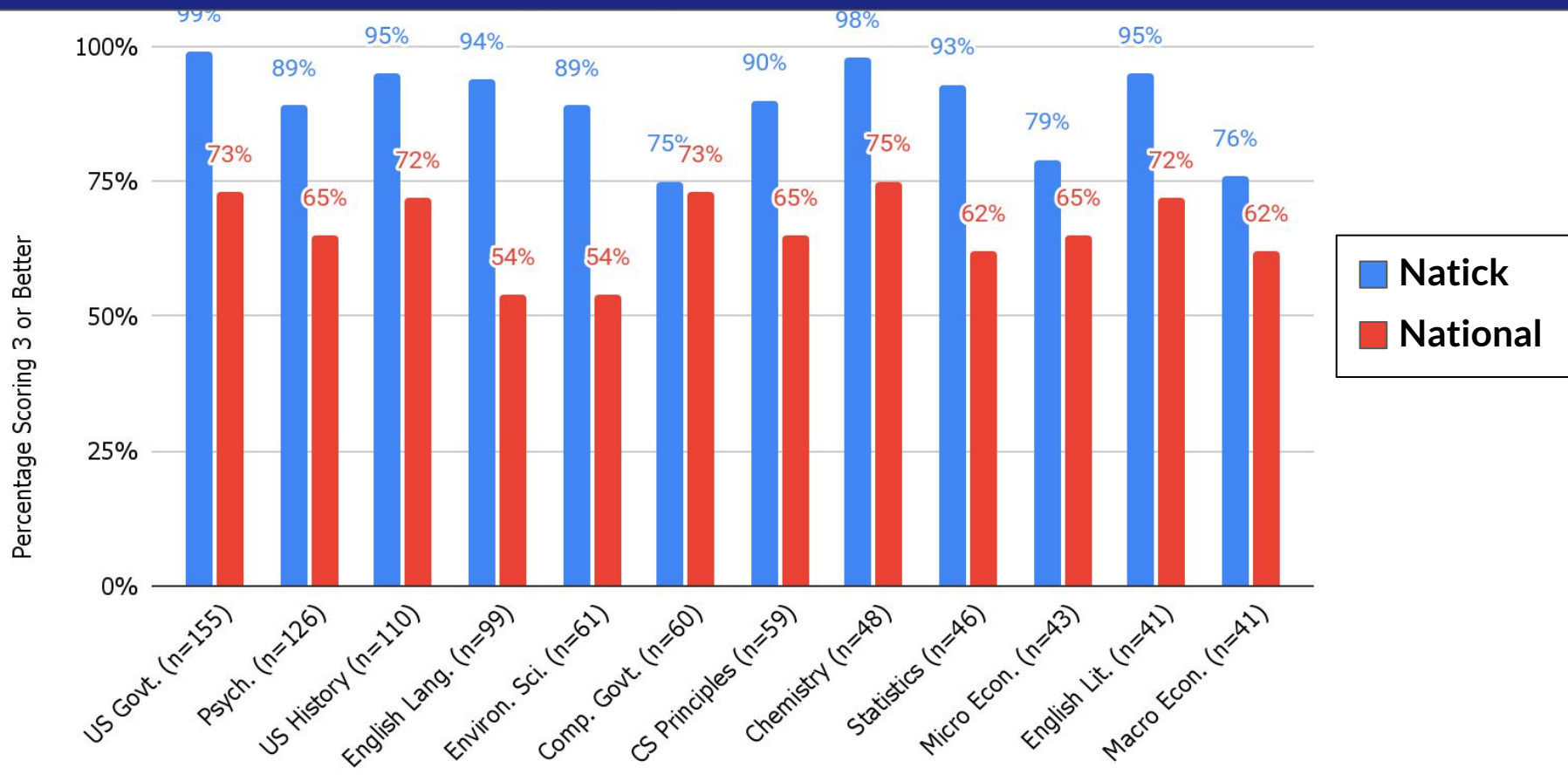
# Natick High: AP Exams



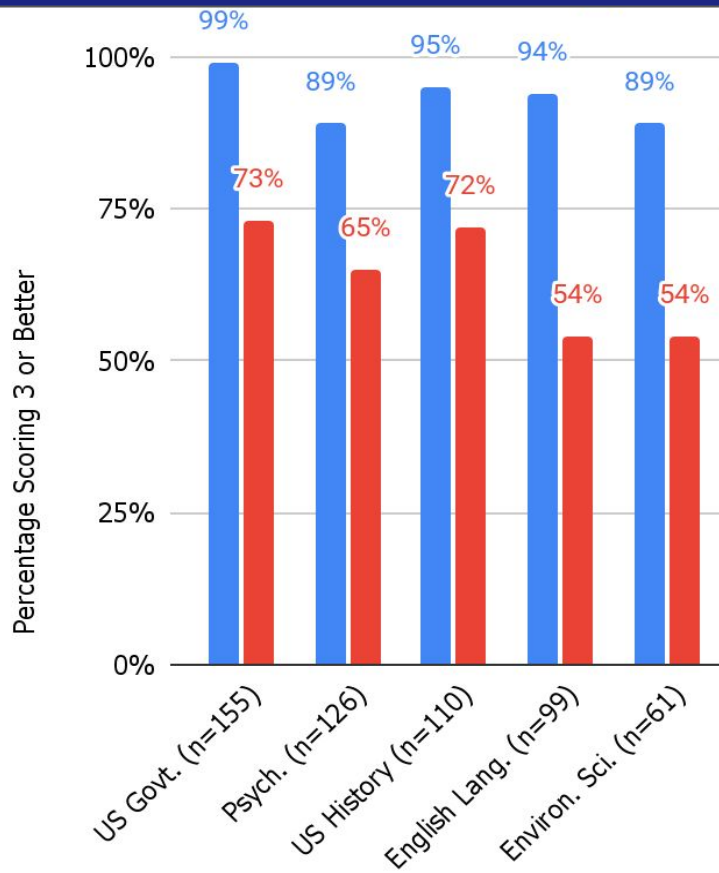
Over the past 5 years...

- More students have challenged themselves with college level work
- Increasing percentage of those students scored at a 3 or above

# AP Tests with Large Numbers of Test-Takers at NHS: Percentage of Students with 3 or Better:



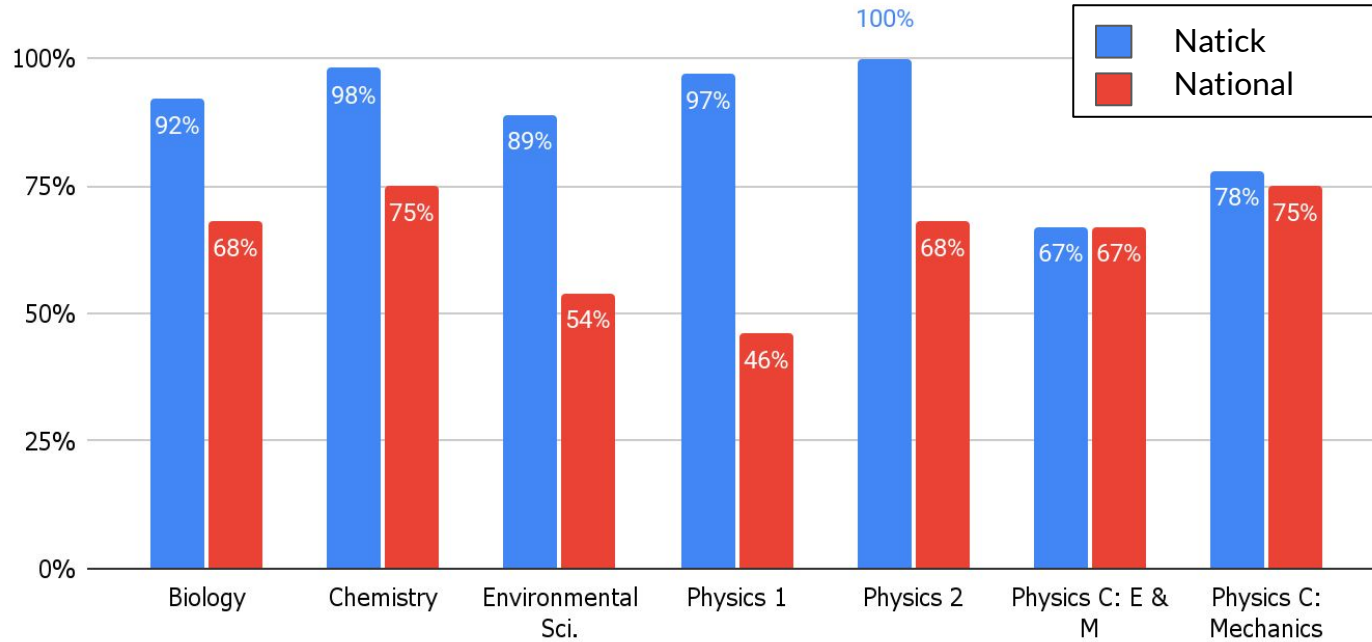
# AP Tests with Large Numbers of Test-Takers at NHS: Percentage of Students with 3 or Better:



- Nearly 40% of the 10th grade took **AP US Gov** and 99% of them got a 3 or better, which is 26% better than the national percentage.
- Over 30% of 12th graders took **AP Psychology** and almost 90% of them scored 3 or better, which is 24% better than the national percentage.
- About 25% of our 11th graders took **AP US History** and 95% of them scored 3 or better, a 25% better than the national average.



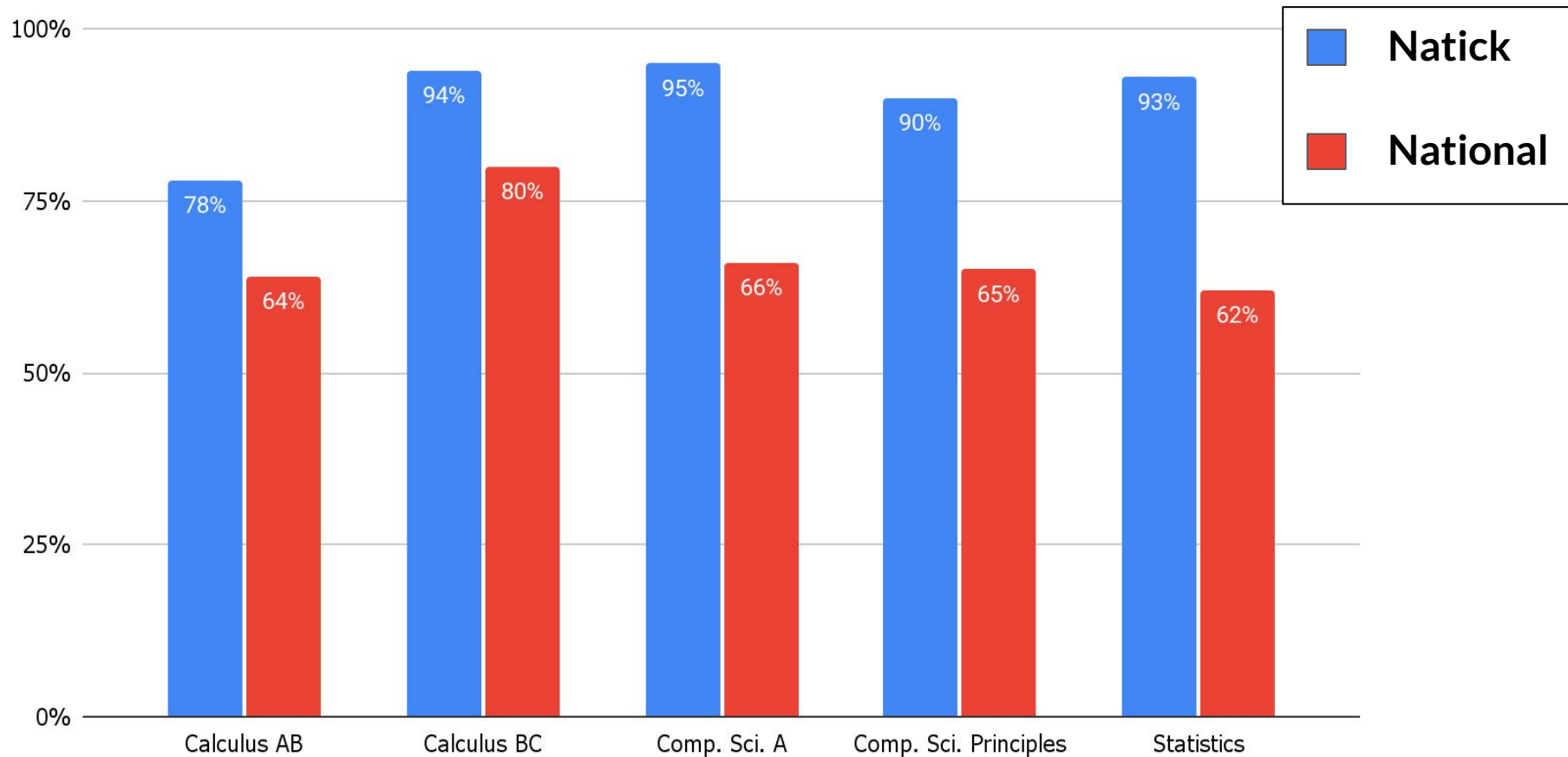
# AP Sciences Exams: % of Students with 3 or Better



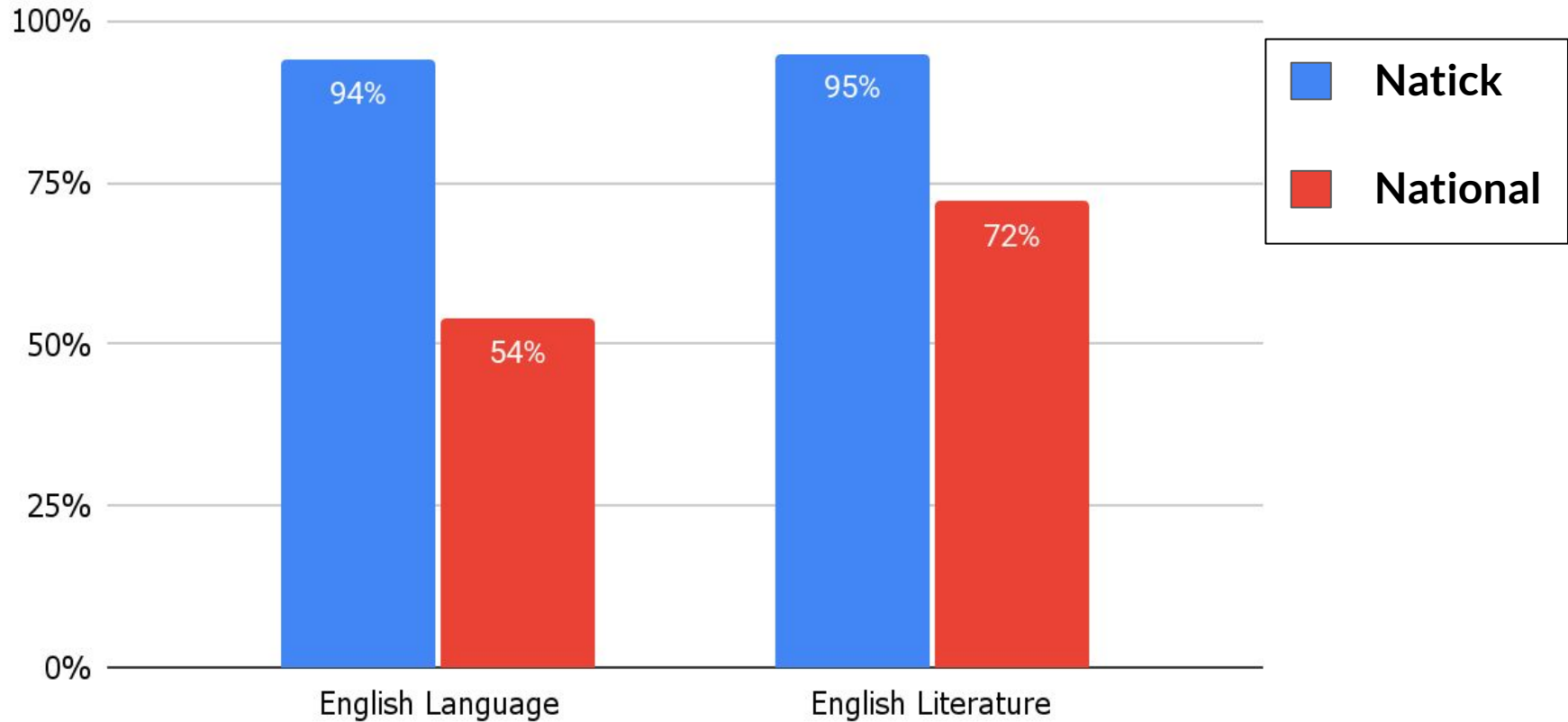
- **Biology, 24% better** than students scored nationally
- **Chemistry, 23% better** than students scored nationally
- **Environmental Science, 35% better** than students scored nationally

*Natick students are ready for careers in the sciences before leaving high school at far better rates than others nationally.*

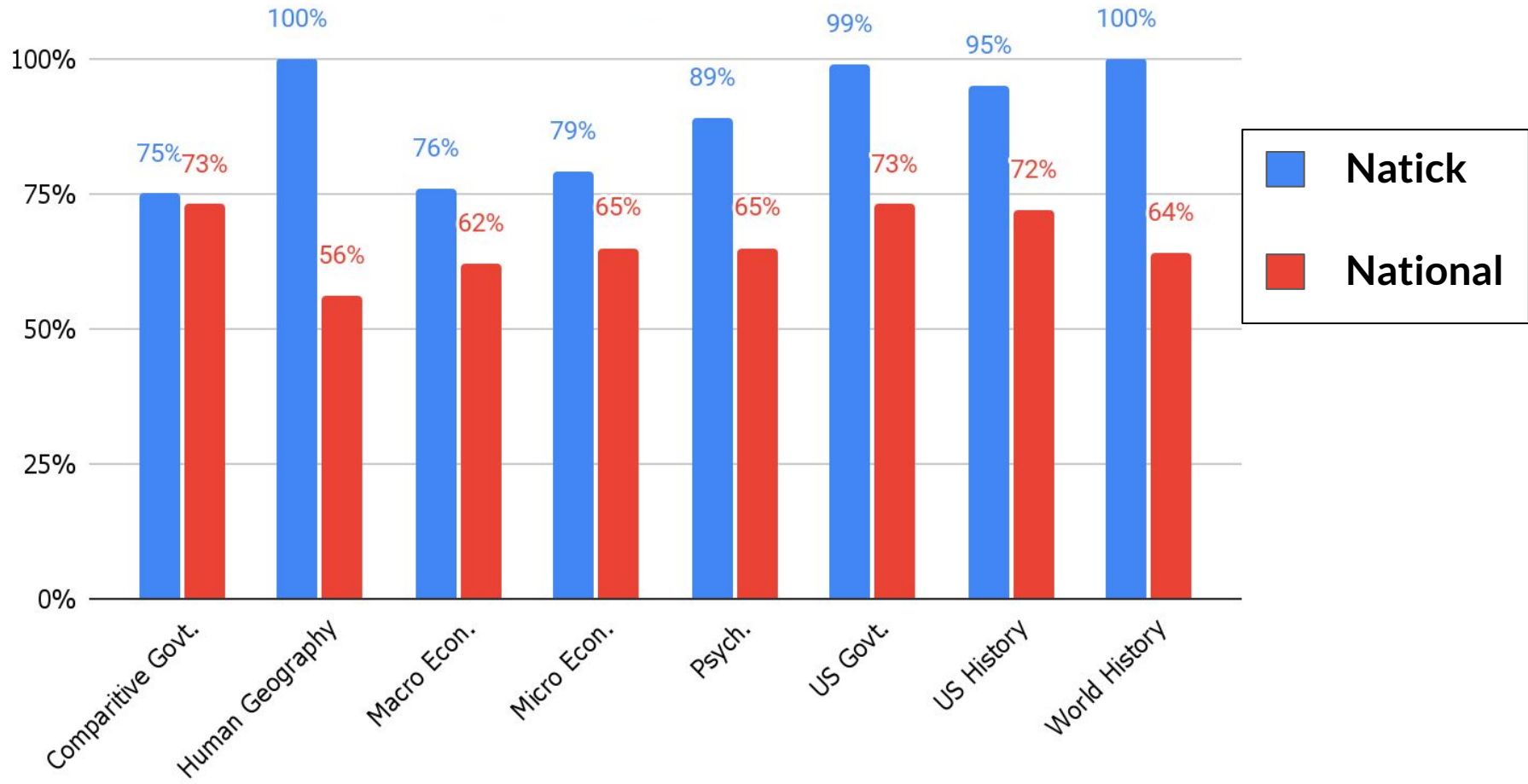
# AP Math & Comp. Sci. : % of Students with 3 or Better



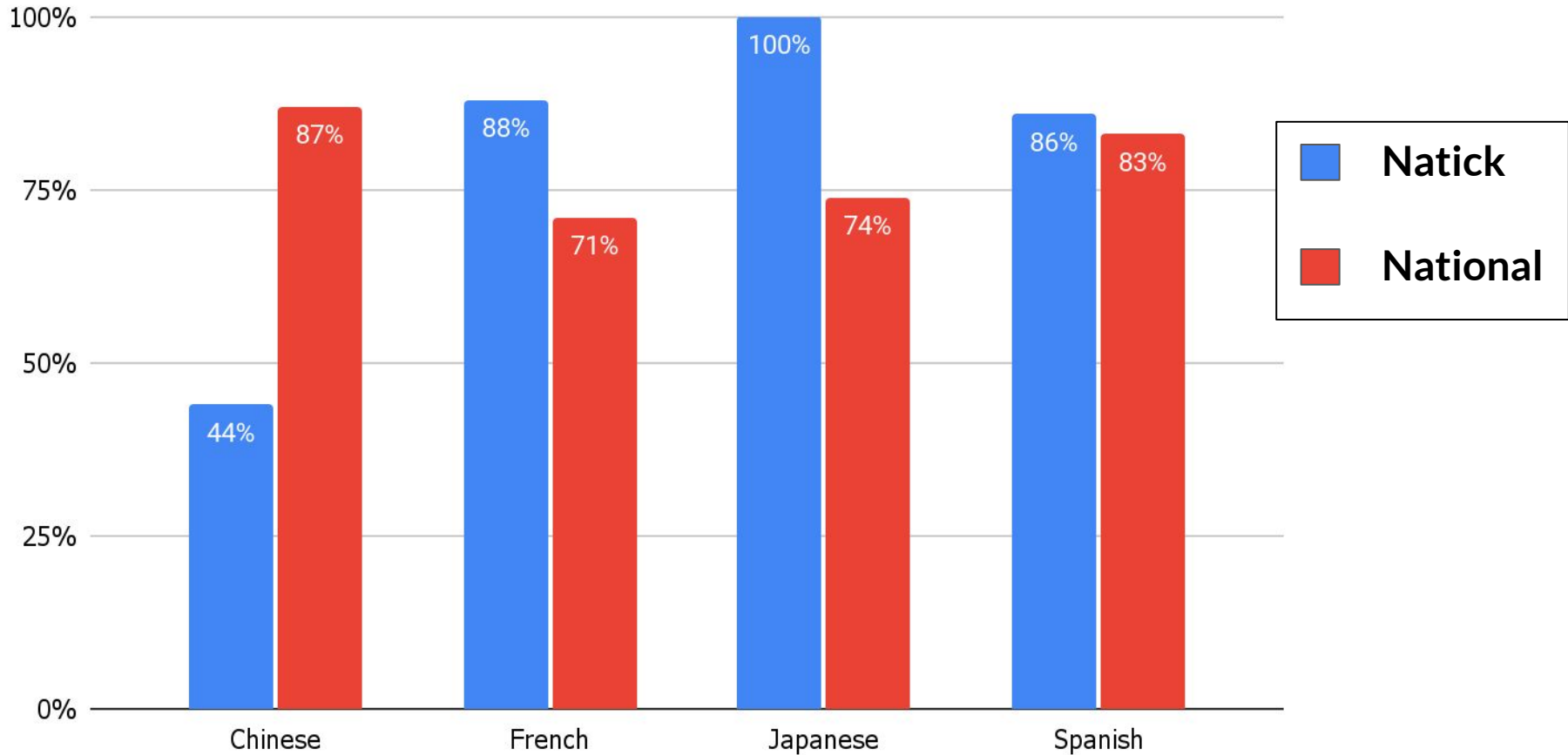
# AP English: % of Students with 3 or Better



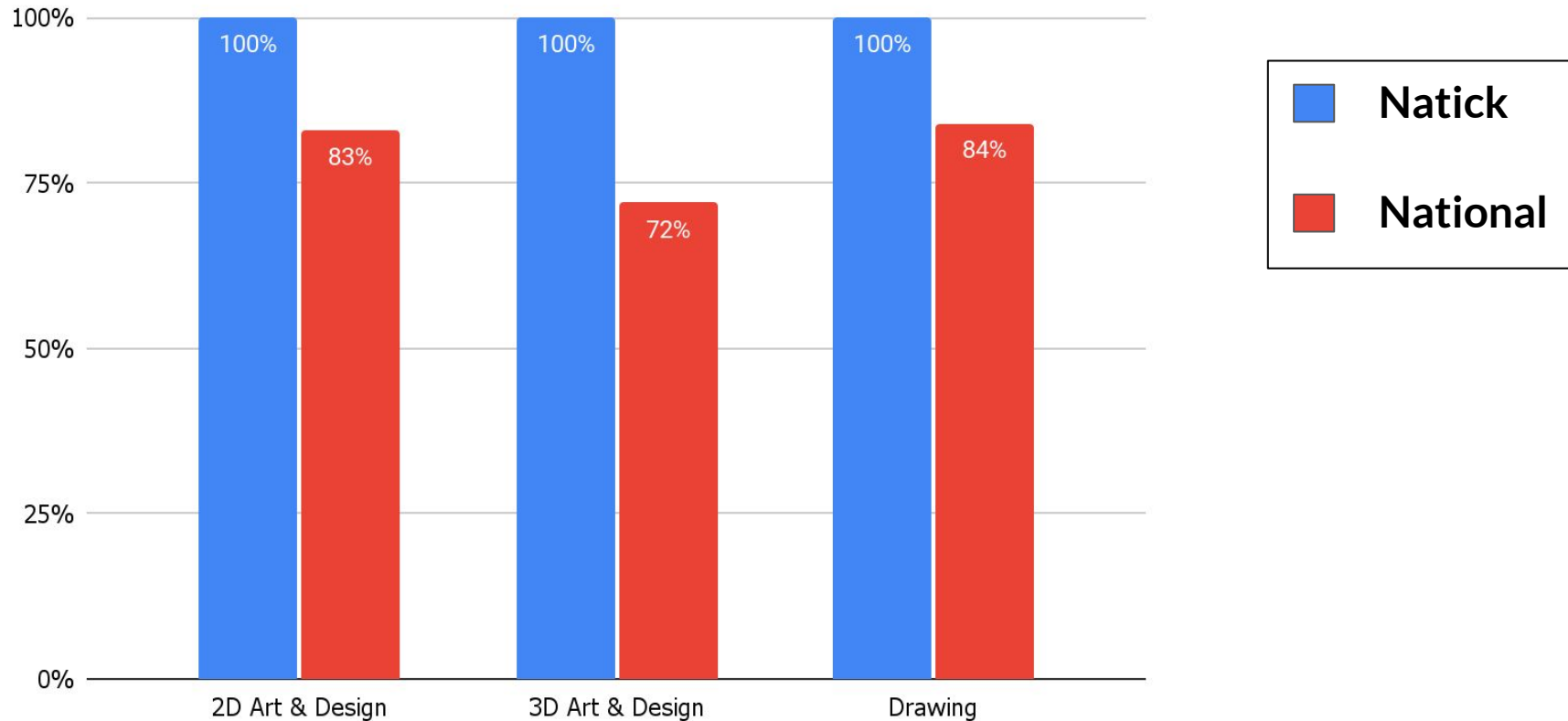
# AP Soc. Sci. & History: % of Students with 3 or Better



# AP World Lang.: % of Students with 3 or Better



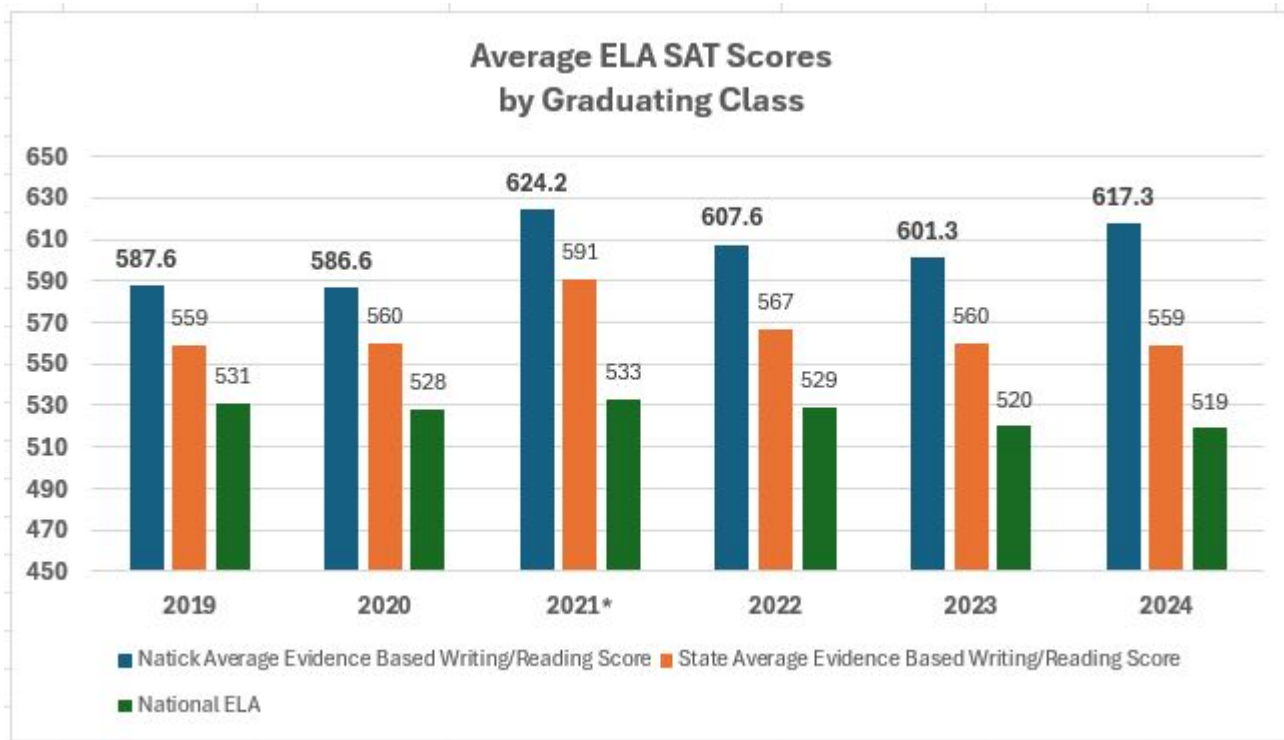
# AP Arts: % of Students with 3 or Better



# Natick High: SAT

- Two Sections
  - Reading/Writing
  - Math
- Each section is scored from **200 to 800**
- Full SAT is scored from **400 to 1600**

# ELA SAT Scores: National, State and Natick



The class of 2024 out performed the state and National Average scores.

The State average would needed to improve by more than 10.4% and the national average needed by 19% to outperform Natick.

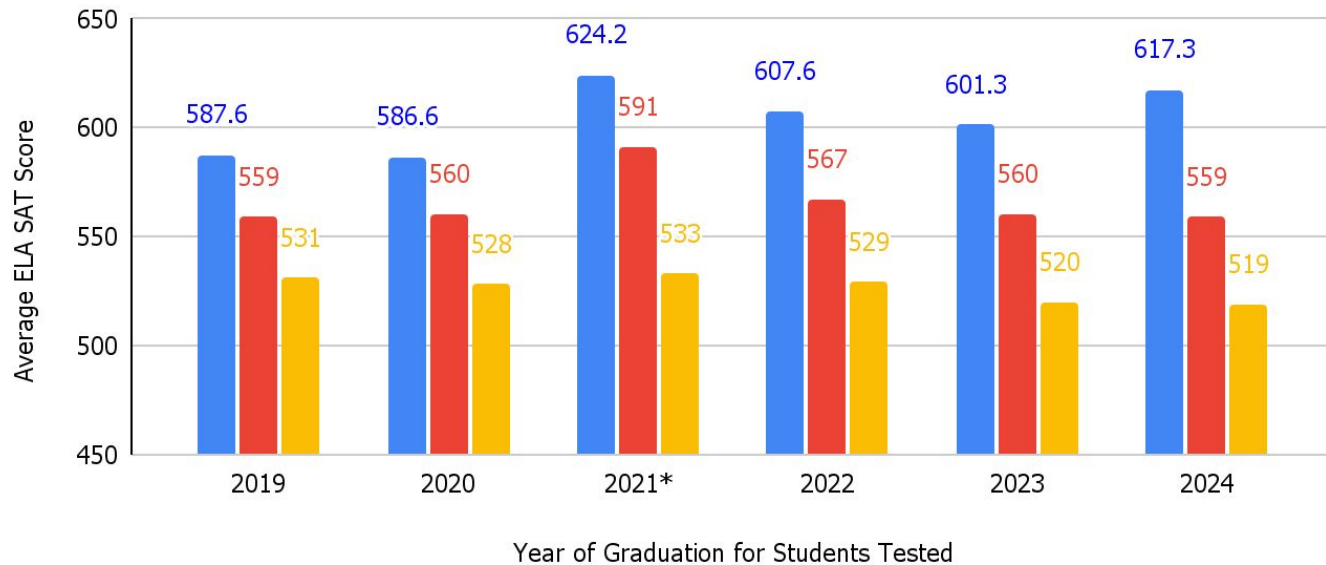
\* Note: COVID impacted test centers and ability to test



# ELA SAT Scores: National, State and Natick

## Average ELA SAT Scores by Graduation Class

■ Natick Average ELA SAT Score ■ Massachusetts Average ELA SAT score ■ National Average ELA SAT Score



\* Note: COVID impacted test centers and ability to test

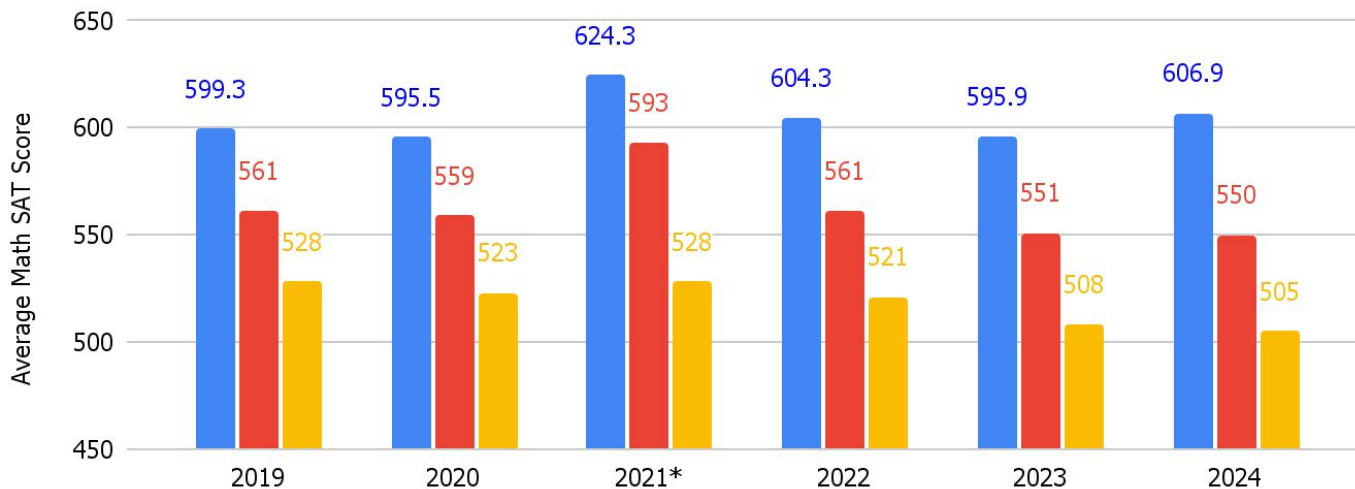
The Class of 2024 **outperformed** the MA state and national average ELA SAT scores.

The MA state average would need to improve by more than 10.4% and the national average needed by 19% to outperform Natick.

# Math SATs Scores: National, State and Natick

## Average Math SAT Scores by Graduation Class

■ Natick Average Math SAT Score ■ Massachusetts Average Math SAT score ■ National Average Math SAT Score



Year of Graduation for Students Tested

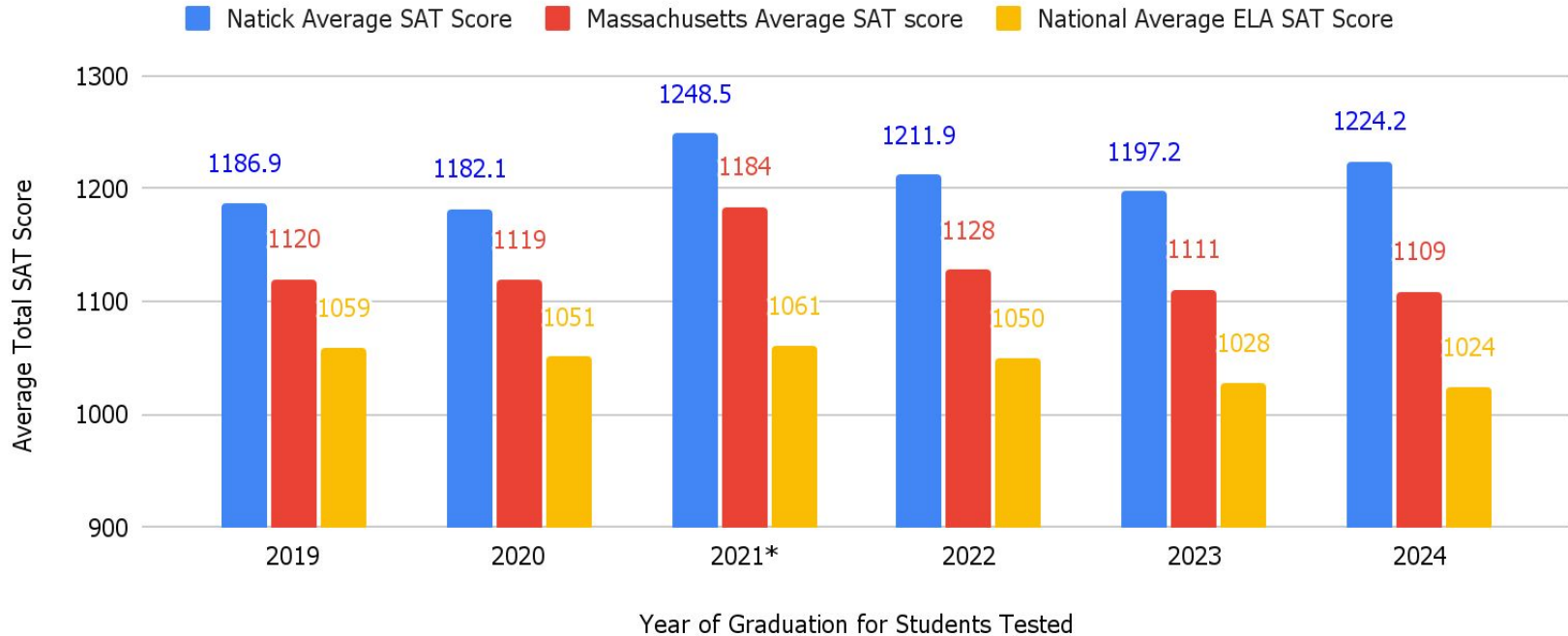
\* Note: COVID impacted test centers and ability to test

The Class of 2024 **outperformed** the MA State and National Average scores.

The MA State average would need to improve by more than 10.3% and the national average needed by 20.2% to outperform Natick.

# SATs Total Score : National, State and Natick

## Average Total SAT Scores by Graduation Class



Year of Graduation for Students Tested

\* Note: COVID impacted test centers and ability to test

# Natick High: MCAS

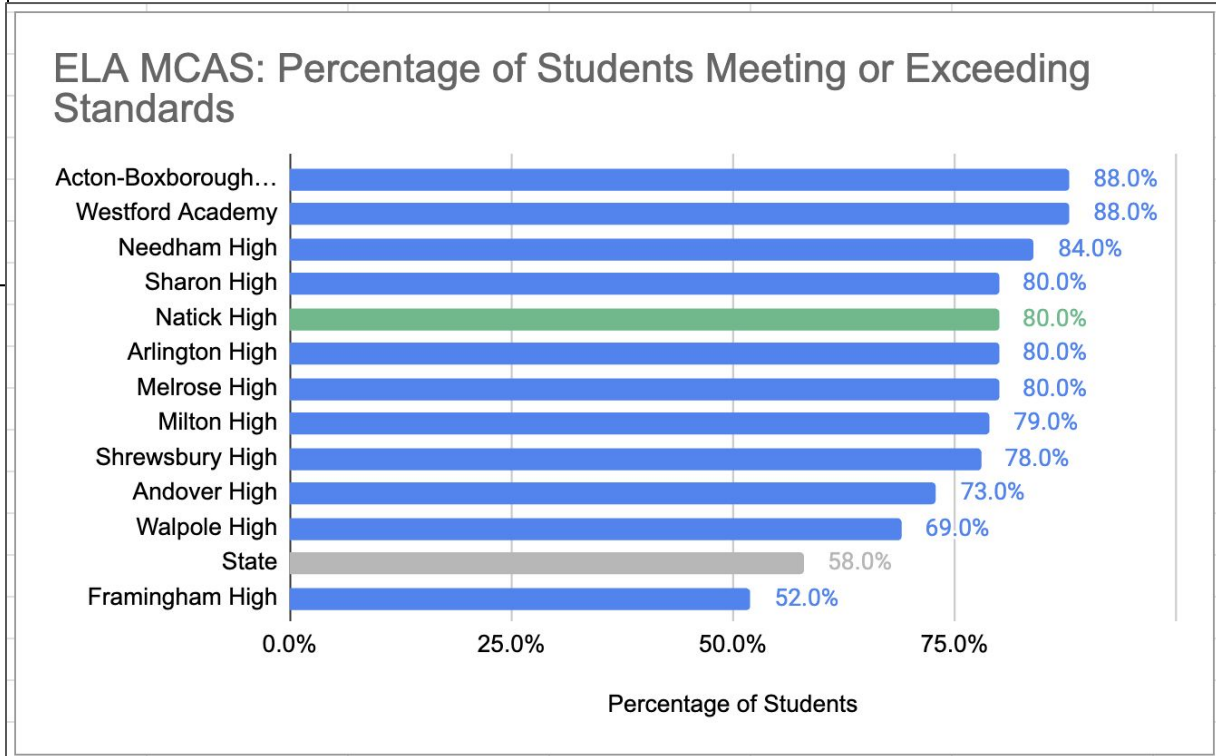
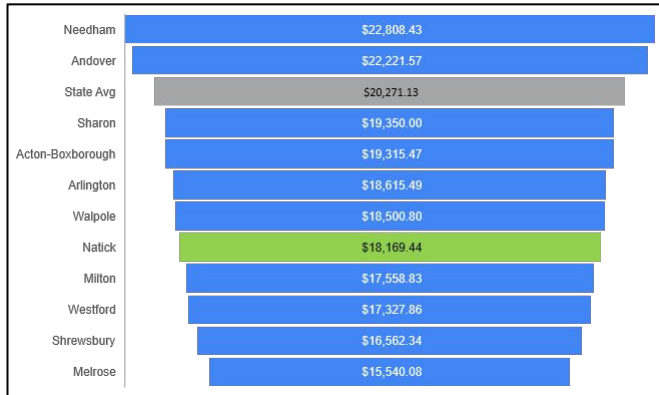
## Scoring Rubric for MCAS

440	470	500	530	560
<b>Not Meeting Expectations</b>	<b>Partially Meeting Expectations</b>	<b>Meeting Expectations</b>	<b>Exceeding Expectations</b>	
<p>A student who performed at this level did not meet grade-level expectations in this subject.</p> <p>The school, in consultation with the student's parent/guardian, should determine the coordinated academic assistance and/or additional instruction the student needs to succeed in this subject.</p>	<p>A student who performed at this level partially met grade-level expectations in this subject.</p> <p>The school, in consultation with the student's parent/guardian, should consider whether the student needs additional academic assistance to succeed in this subject.</p>	<p>A student who performed at this level met grade-level expectations and is academically on track to succeed in the current grade in this subject.</p>	<p>A student who performed at this level exceeded grade-level expectations by demonstrating mastery of the subject matter.</p>	

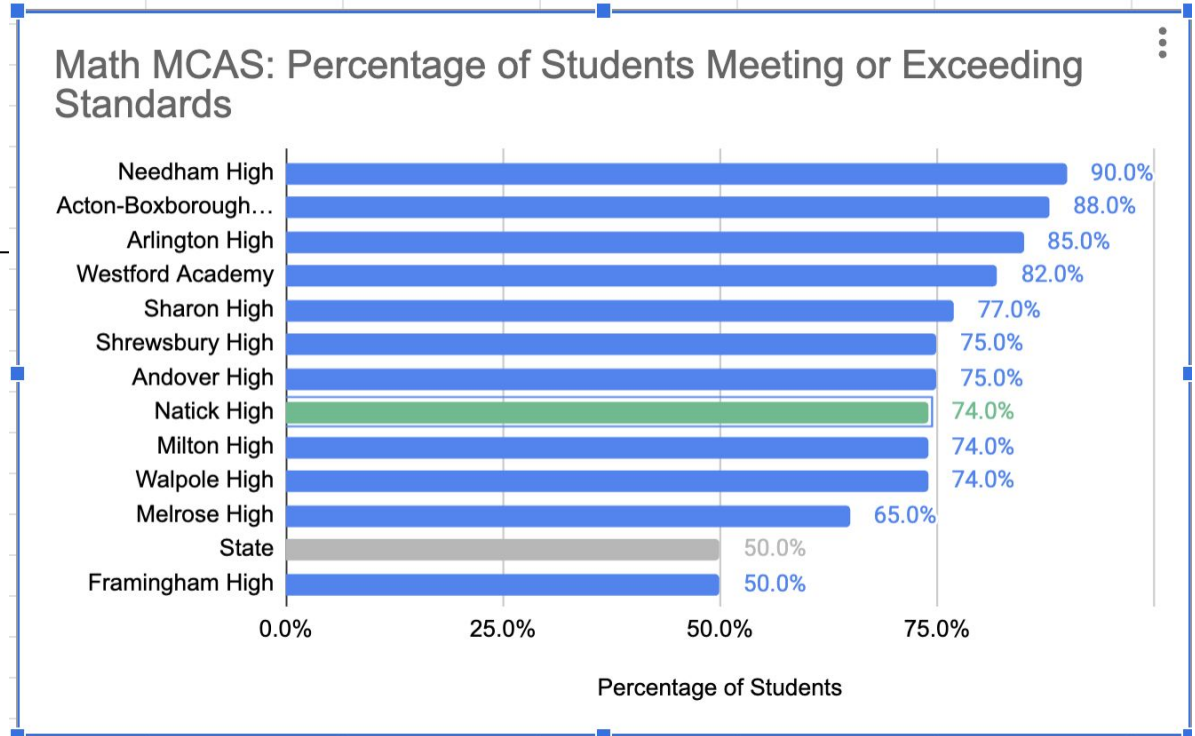
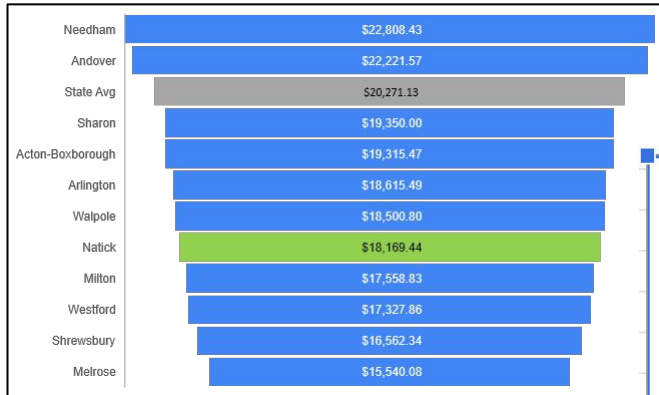
# FY 22: Per Pupil Expenditure - DESE Cohort



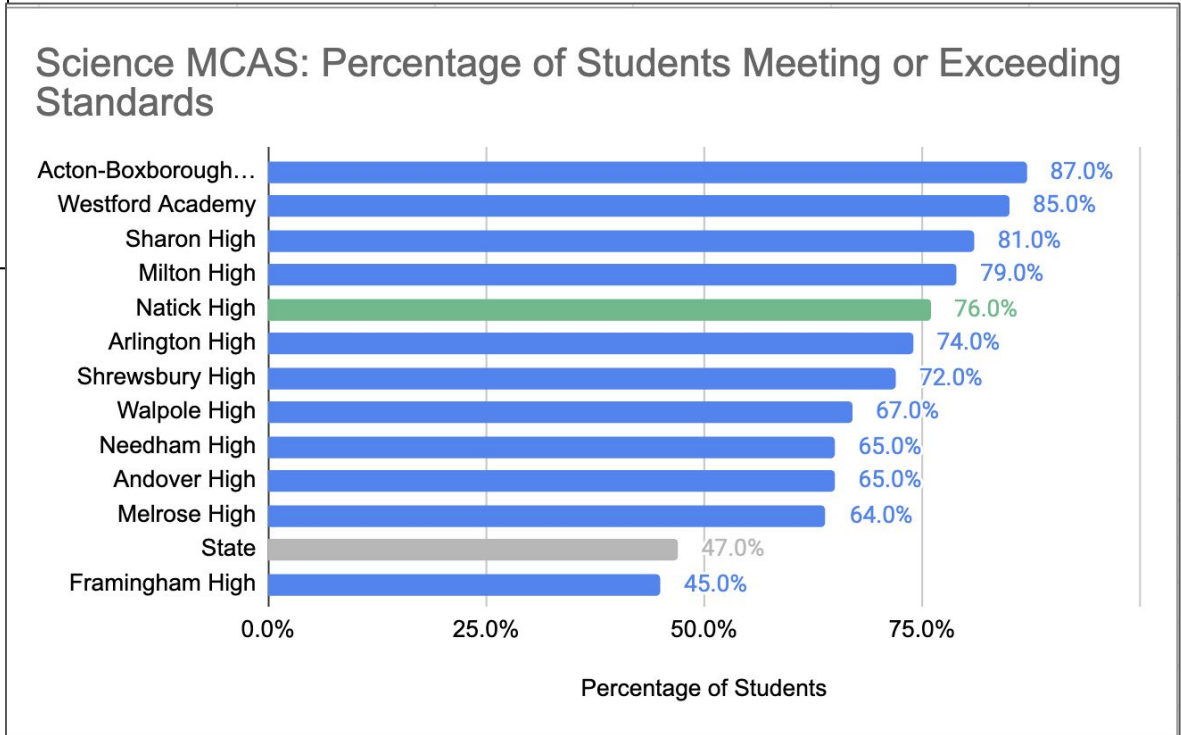
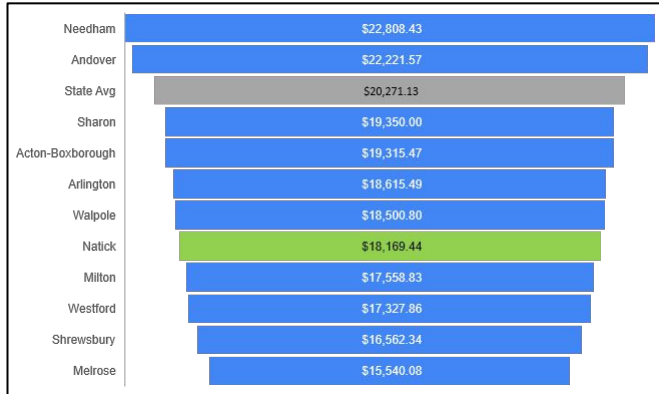
# FY 22: Per Pupil & MCAS ELA - DESE Cohort



# FY 22: Per Pupil & MCAS Math - DESE Cohort

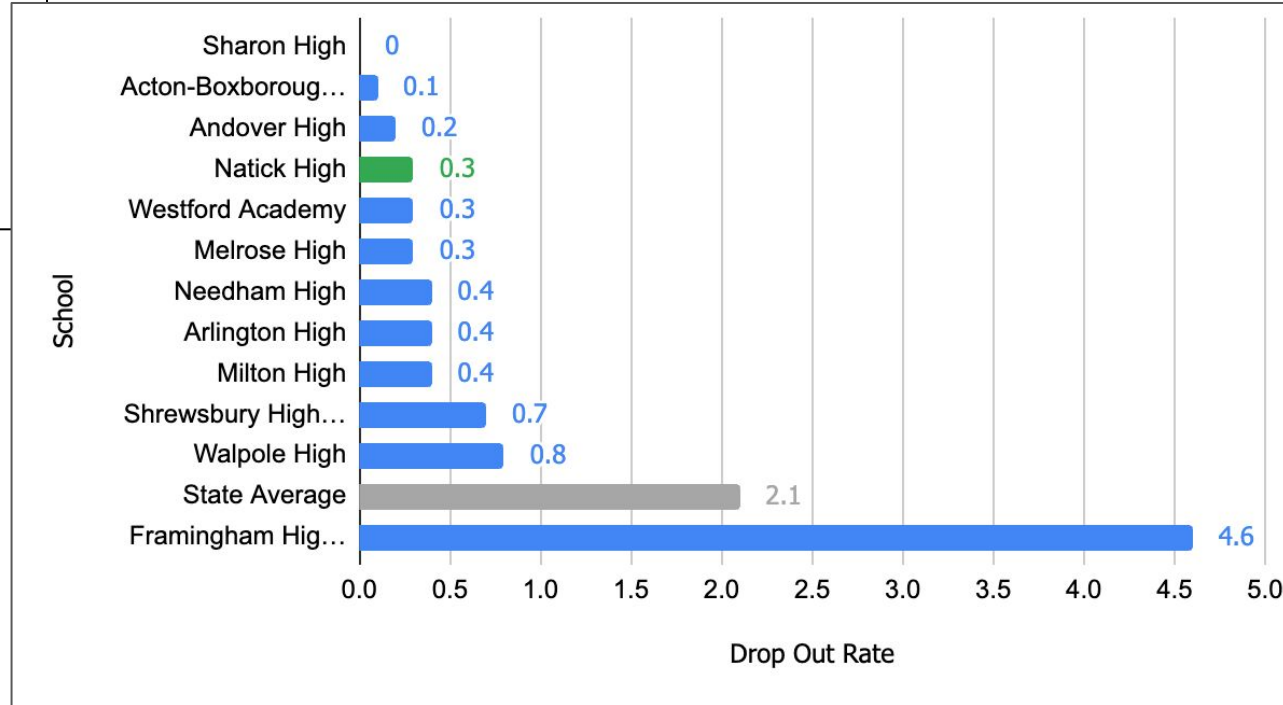
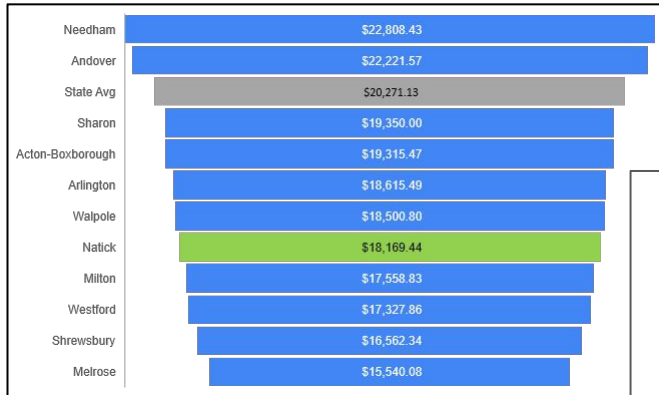


# FY 22: Per Pupil & MCAS Science - DESE Cohort

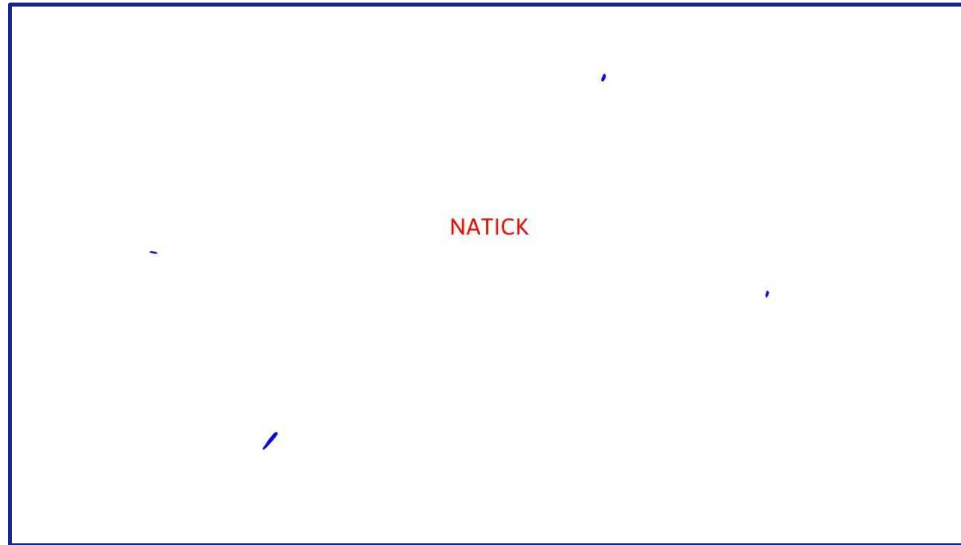




# FY22 Drop Out Rates, DESE Cohort



And, at Natick High School,  
*we are much more than scores and data!*



# We Give Students Unique Learning Opportunities

- Last year, students traveled to **Eastern Europe, Costa Rica, France** and the **Galapagos Islands** hone their language skills, learn about other cultures and engage in scientific research.
- Along with rigorous, engaging core academic courses, our students are offered unique courses like **Green Engineering, Creating Graphic Novels, Modern Middle Eastern History, Documentary Filmmaking, Brazilian Jiu Jitsu, Film Analysis** and [others](#).



Eastern Europe Trip, February 2024  
Poland - Salt Mines

# We Give Students Unique Career Opportunities



Oldest & Youngest Learners

NHS students are given the opportunity to:

- Operate, film and write copy in a **television studio**
- Earn **free dual enrollment credit at MassBay** in health career exploration, nutrition and marketing
- Earn their Massachusetts Department of Early Education and Care **Preschool Teacher licensure** as a part of our Early Childhood program
- Design their own scientific experiments in our **hydroponics labs**
- Take courses to prepare them for the **Certified MATLAB Associate test**
- **Design and operate the sound and lighting** in our auditorium for internal events and for outside clients

NHS Head of Sound



Hydroponics Lab



# We Give Students Unique Arts Opportunities

At NHS, our students have the opportunity to

- Sing in **5 choral groups**
- Lead and perform in **3 student-run acapella groups**
- Play in up to **8 instrumental music groups**, including a **pep/parade band** and smaller chamber groups.
- Act, design sets and create sound and lighting for **3 plays per year**, one of which is fully **student-led**.
- Engage in coursework to prepare for the **Adobe Certified Professional (ACP) exam**, a graphic arts industry certification
- **Earn scholarships** for college; 166 of our graduates last year were collectively **awarded close to \$280,000 in local scholarships**.



“The Prom”, Fall 2023

NHS Pep Band @ Veterans' Day Parade



# We Give Students Unique Athletic Opportunities

- Natick High School offers **36 different sports**, including several **Unified Athletics Teams**.
- We include sports that many area schools do not have like **Sailing** and **Ultimate Frisbee**.
- We offer almost all of our athletic programs at the **9th grade**, **Junior Varsity** and **Varsity** levels.



Girls Field Hockey

Boys Ice Hockey



Girls Dance



# We Give Students Opportunities in Clubs & Activities

Natick High School students have an opportunity to engage in over 70 clubs that are student led:

- **Explore their own identities** through our affinity groups like the Black & Hispanic Student Union, Chinese Culture Club, Girl Up, Gay Straight Alliance, Indian Culture Club, Jesus Club, Jewish Student Union, Muslim Students Association
- **Demonstrate their academic skills** through teams and groups like the Math Team, the Science Bowl, Tenacity Challenge, Model UN, Mock Trial, Speech and Debate Team, Robotics Club, WGBH Quiz Show Team
- **Engage in leadership** through Class Office, Student Council
- **Give back to their community** through the Key Club, Student Council, National Honor Society & Kids for Wish Kids
- **Have fun and decompress** in groups like the Swift Society, the Crochet Club, the Wellbeing Club, the Book Club



# Our Students Accomplish So Many Things

In 2023-2024, our students...

- Won third place overall in the Tenacity Challenge, out of 25 teams from all over MA.
- Had 20 students selected to perform at the Massachusetts Music Educators Association Festival, and 4 students selected for All-Eastern.
- Had 27 graduates of the Class of 2024 selected to compete at a D1, D2 or D3 college or university.
- Had 14 students selection for the Juried Exhibition of Emerging Young Artists + Designers or for the Scholastic Art and Writing Awards
- Succeeded in the National Merit Qualifying Competition with 21 Commended Students and 4 Semi-Finalists



Tenacity Challenge Winners

D1/D2 Signing Day





*We offer all of this on a smaller budget than  
many similar districts.*

# Natick Public Schools

**Fiscally Responsible.  
Exceptionally Educated.**

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**ITEM TITLE:** New Website Rollout

**DATE:**

**ITEM TYPE:**

**ITEM SUMMARY:** Launch of New District and School Websites - LINK

**BACKGROUND INFORMATION:**

**RECOMMENDATION:**

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**ATTACHMENTS:**

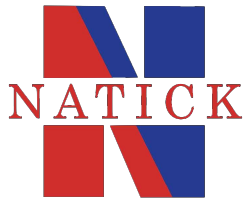
<b>Description</b>	<b>File Name</b>	<b>Type</b>
Launch of New District and School Websites	Launch_of_New_Websites.pdf	Cover Memo

# NATICK PUBLIC SCHOOLS LAUNCH OF NEW DISTRICT & SCHOOL WEBSITES

*Corrie Kerr,  
Director of Communications*

*Dennis Roche, CISA, CISM, CETL  
Chief Technology Officer*

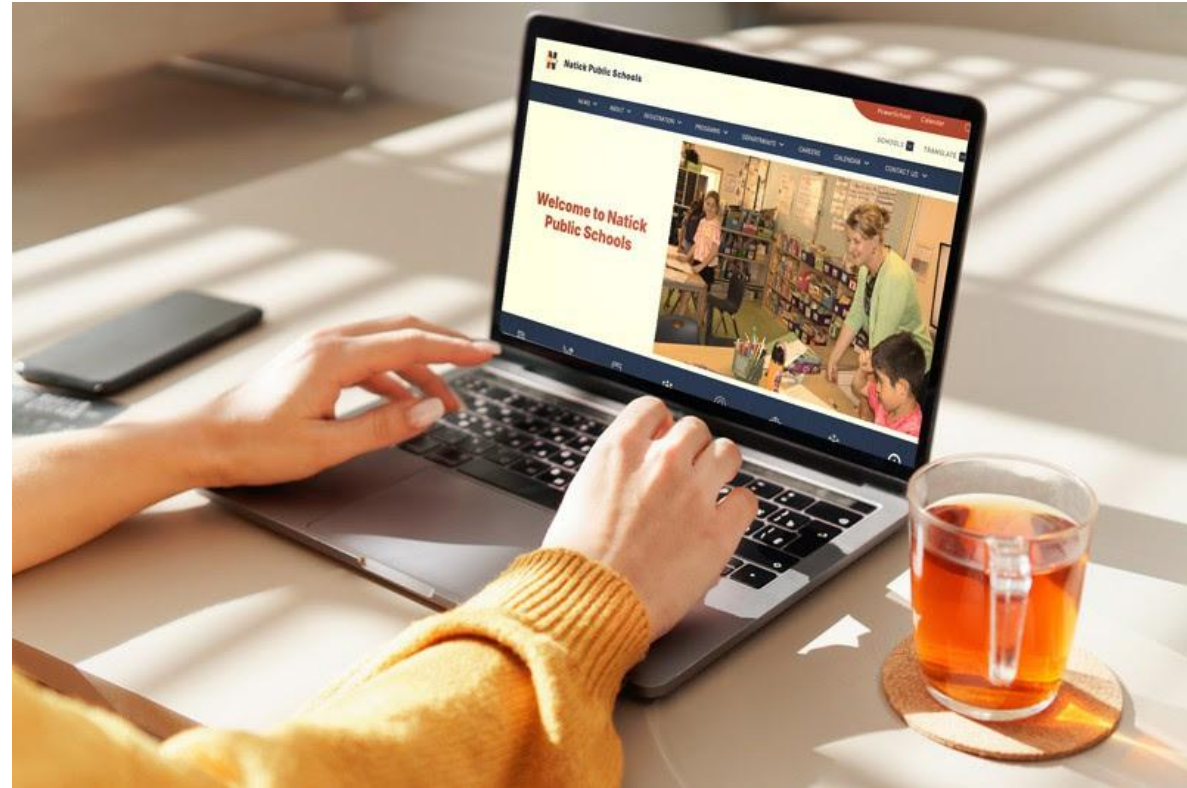


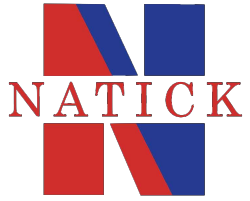


# ANNOUNCEMENT

We're thrilled to announce that Natick Public Schools will debuting its brand-new websites on ...

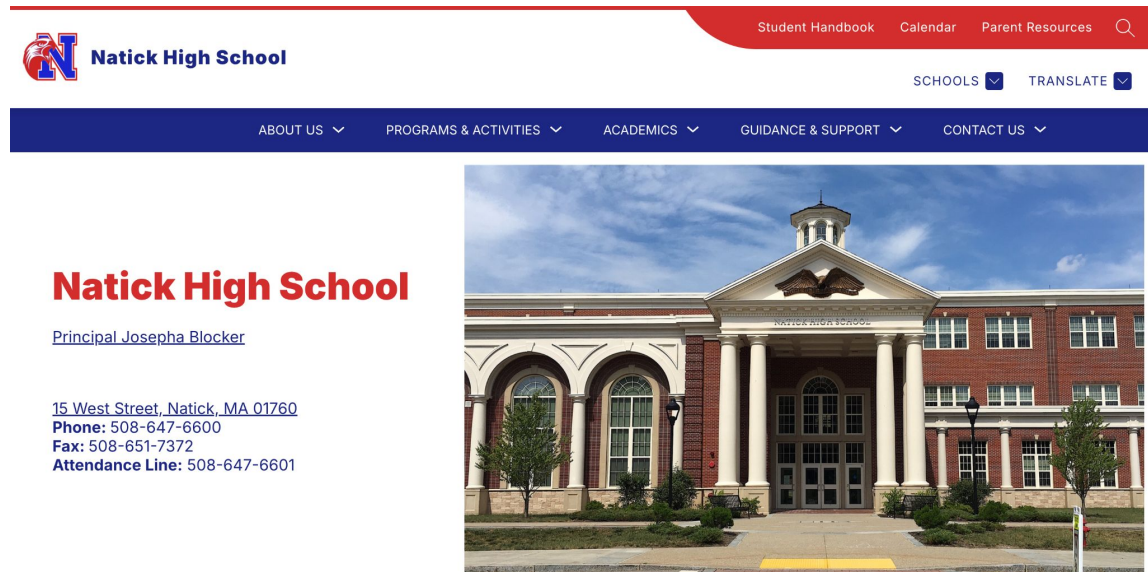
**Saturday  
December 21st.**

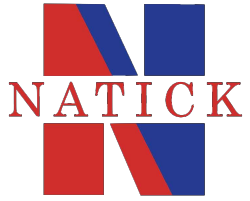




# WHY A NEW WEBSITE?

1. Enhanced navigation and easier access to the information you need most.
2. Upgraded accessibility features, translation options, and a more user-friendly design.
3. Better mobile experience.
4. Improved back-end usability to enhance visibility & timeliness of district messages.
5. Superior customer support.





# PUBLIC FEEDBACK WELCOME

We encourage any and all members to provide us feedback on how we can improve our websites.

A feedback form will be available under each website's **Contact Us** menu, located on the right-hand side.



Wilson Middle School

[Student/Parent/Caregiver Handbook](#) [Calendar](#)

[SCHOOLS](#)  [TRANSLATE](#)

[ABOUT US](#)

[PARENT RESOURCES](#)

[DEPARTMENTS/TEAMS](#)

[EXTRACURRICULAR ACTIVITIES](#)

[CONTACT US](#)

## Wilson Middle School

[Principal Teresa Carney](#)

[22 Rutledge Road, Natick, MA 01760](#)

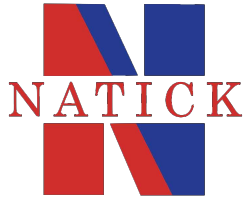
**Phone:** 508-647-6670

**Fax:** 508-647-6678

**Attendance Line:** 508-647-6671

[wilsonabsenceline@natickps.org](mailto:wilsonabsenceline@natickps.org)





# THANK YOU

Many thanks to all the School Leaders, Administrative Assistants, Department Heads, and Central Office Staff & Administrators, who worked alongside us to review and create the most up to date content.

**Kennedy Middle School**

[Principal Jodie Cohen](#)

[165 Mill Street, Natick, MA 01760](#)  
**Phone:** 508-647-6650  
**Fax:** 508-647-6658  
**Attendance Line:** 508-647-6651

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**ITEM TITLE:** Budget Guidance Recommendation  
**DATE:**  
**ITEM TYPE:**  
**ITEM SUMMARY:** Budget Guidance Draft FY26 - LINK  
**BACKGROUND INFORMATION:**  
**RECOMMENDATION:**

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**ATTACHMENTS:**

<b>Description</b>	<b>File Name</b>	<b>Type</b>
budget guidance draft fy26	12.16_Budget_guidance_draft_FY26_(1).pdf	Cover Memo



The following statement was developed by the Budget Working Group with input from the Central Administration team and advice from MASS and MASC about budget books. We are recommending this statement be placed in the introductory section of the FY26 Budget Book as an articulation of the values and priorities of the Natick School Committee within the budget.

After the statement, you will find an exemplar when thinking about ours and guiding questions.

### **School Committee Budget Guidance, Values, and Priorities**

The school budget is a reflection of aligning priorities and resources to produce the best school system Natick can offer. The FY26 budget, developed by the Superintendent and district's leadership team, was given the following guidance, values and priorities to work into the plan for FY26 from the Natick School Committee.

- Meet contractual agreements
- Measurably improve student achievement with particular focus on Math and Literacy.
- Ensure Special Education and ELL programs are funded to meet the needs of every student
- Measure progress towards a district culture where each student feels safe and has a sense of belonging
- Support the Superintendent in developing the next Strategic Plan by leveraging the insights and recommendations from the Superintendent's entry plan.
- Maintain After School Offerings - Aftercare, Clubs and Athletics
- Improve detail in the School Department's Five-Year Capital Plan
- Develop a comprehensive long-term capital plan for our elementary schools, including participation in the eligibility process of the MSBA.

### **Exemplar from another district:**

#### **School Committee's Budget Guidance & Investment Priorities**

Developing a school district budget that effectively aligns resources to initiatives outlined within the district strategic plan requires collaborative discussion on how funds are spent. The Reading School Committee provided the following guidance to support the District's Leadership Team in developing the FY25 Recommended Budget, as well as investment priorities for the future. The Superintendent's FY25 Recommended Budget has been developed in line with the following School Committee guidance:

- Sustain and meet contractual obligations
- Maintain ESSER (Elementary and Secondary Emergency Relief Fund) staffing
- Maintain the path towards Universal FDK
- Maintenance and expansion of Special Education investments
- Exploration of additional Tier II support
- Structural support for Reading Memorial High School (RMHS) leadership
- Implementation of recommendations from Secondary Math Pathways advisory committee
- Review of Middle School literacy curriculum
- Continue the expansion of RMHS Innovation Pathways

### **Guiding Questions:**

- 1) Is there anything missing?
- 2) What stands out to or resonates with you about the items listed?

---

**ITEM TITLE:** Update on SY26 Budget Process  
**DATE:**  
**ITEM TYPE:**  
**ITEM SUMMARY:** FY26 Budget Calendar - LINK  
**BACKGROUND INFORMATION:**  
**RECOMMENDATION:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>File Name</b>	<b>Type</b>
FY26 Budget Calendar	FY26_Budget_Calendar_(1).docx_(1).pdf	Cover Memo

# **Natick Public Schools**

## **FY 26 BUDGET CALENDAR\*\***

**October 16th-18th** - Budget Launch & Distribution of Budget Worksheets

**October 23 to 30<sup>th</sup>** – Optional Appointments with Matt (and Melissa) for ?s about completing and backup to budget worksheets

**November 4<sup>th</sup>** - All Budget Worksheets Returned, Monday 12 PM

**November 14<sup>th</sup> 19** – Budget Summary Review/ update with Ad Council

**November 18<sup>th</sup>** - School Committee Overview of process, confirm 2 budget #s to build

**November 19<sup>th</sup> through November 26** - Review of expenses, staffing and staffing new requests, and reduction budget {start list of reductions, by location}

**December 4<sup>th</sup>** - First draft of proposed budget, Central Office Review

**December 16<sup>th</sup>** – School Committee receives NPS proposed budget and progress towards reduction budget ...)(Technology and Capital/MSBA Presentations)

**December 17** - Town Administrator receives first draft of NPS Budget(s)

**January 6<sup>th</sup>** – School Committee reviews initial budget presentation - review of department request and discussion of reductions (Special Education, TLI)

**January 27<sup>th</sup>** – School Committee reviews of department requests (Principals on reductions)

**Likely Early February** - Education Subcommittee of Finance Committee - Review Scope of Meeting, Overview, SPED and Technology

**Early February** - Finance Committee - Overview

**February** - Town Administrator publishes first draft of town budget?

**February 3<sup>rd</sup>** School Committee continued review of proposed budgets

**February 10<sup>th</sup>** – School Committee continued review of proposed budgets (extra meeting)

**February 24<sup>th</sup>** – School Committee continued to review proposed budgets/ set user fees?

**February** - Education Sub Committee Follow Up ( SPED & TLI)

**February**- Education Sub Committee Follow Up # 2

**March 3<sup>rd</sup>** - School Committee Public Hearing

**March 10<sup>th</sup>** – School Committee votes final budget to send to Annual Town Meeting (Town may not want to wait until March 17)

**April \_\_\_\_** – Annual Town Meeting begins, FY26 budget approved via ATM business

---

**ITEM TITLE:** Capital Budget Update  
**DATE:**  
**ITEM TYPE:**  
**ITEM SUMMARY:** Capital Budget Update - LINK  
NHS Field Replacement, Design FY25, Constr/Lighting FY26 - LINK  
Memorial School Project - LINK  
Long Range Facilities Plan & Enrollment Study - LINK

**BACKGROUND INFORMATION:**  
**RECOMMENDATION:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>File Name</b>	<b>Type</b>
Capital Budget Update	12.16_capital_budget_update_(1).pdf	Cover Memo
NHS Field Replacement, Design FY25, Constr/Lighting FY26	nhs_field_replacement_design_fy_25_construction_lighting_fy_26_export_(1).pdf	Cover Memo
memorial school project	Memorial_School_Project_Feasability_Study_Estimate_for_FY26_(1).pdf	Cover Memo
Long Range Facilities Plan & Enrollment Study	long_range_facilities_plan_and_enrollment_study_3998_146253_1733871071840_(2).pdf	Cover Memo

Natick Public Schools  
FY26-30 Capital Budget Requests

Request Title	NPS Ranking	Budgeted Years	FY 2026	FY 2027	FY 2028	FY 2029 Capital	FY 2030 Capital	Date Submitted
Security Camera NVRs - Kennedy	6	\$110,000.00	\$0.00	\$110,000.00	\$0.00	\$0.00	\$0.00	11/11/2024
Blade Servers - Kennedy	4	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00	11/11/2024
Classroom Projectors (District Wide)	8	\$385,000.00	\$0.00	\$100,000.00	\$100,000.00	\$100,000.00	\$85,000.00	11/11/2024
Firewall Replacement Project - Kennedy Data Center	1	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	11/11/2024
Classroom Audio System (NHS)	2	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	11/11/2024
Building Router Replacement Project - District Wide	3	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	11/11/2024
Backup Server Replacement Project - Kennedy Data Center	5	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	11/11/2024
School Switch Replacement Project - District Wide	7	\$550,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$0.00	11/11/2024
Pre-K Designated Playground - East School	Table	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	12/5/2024
Memorial School Project	1	\$72,000,000.00	\$2,000,000.00	\$0.00	\$70,000,000.00	\$0.00	\$0.00	12/5/2024
School Furniture Replacement	5	\$100,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00	12/5/2024
NHS - Mahan Field/NHS Student Lot Resurfacing and Repairs and Restriping to NHS Campus	6	\$390,000.00	\$300,000.00	\$90,000.00	\$0.00	\$0.00	\$0.00	12/5/2024
NHS - Field Replacement, Design FY25, Construction & Lighting	2	\$2,200,000.00	\$2,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	12/5/2024
Memorial field speaker Replacement	3	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	12/5/2024
Long Range Facilities Plan & Enrollment Study	4	\$350,000.00	\$0.00	\$350,000.00	\$0.00	\$0.00	\$0.00	12/5/2024
Fence Replacement - School Properties	7	\$50,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	12/5/2024
Interior Painting - School Properties	8	\$100,000.00	\$30,000.00	\$0.00	\$35,000.00	\$0.00	\$35,000.00	12/5/2024
<b>Subtotal</b>		<b>\$77,285,000.00</b>	<b>\$5,135,000.00</b>	<b>\$1,350,000.00</b>	<b>\$70,285,000.00</b>	<b>\$375,000.00</b>	<b>\$120,000.00</b>	

Funding source is a transfer request from the fund balance of the New Kennedy School project to warrant article

Technology Capital Requests - Dennis Roche
Planning & Facilities Requests - Matt Gillis

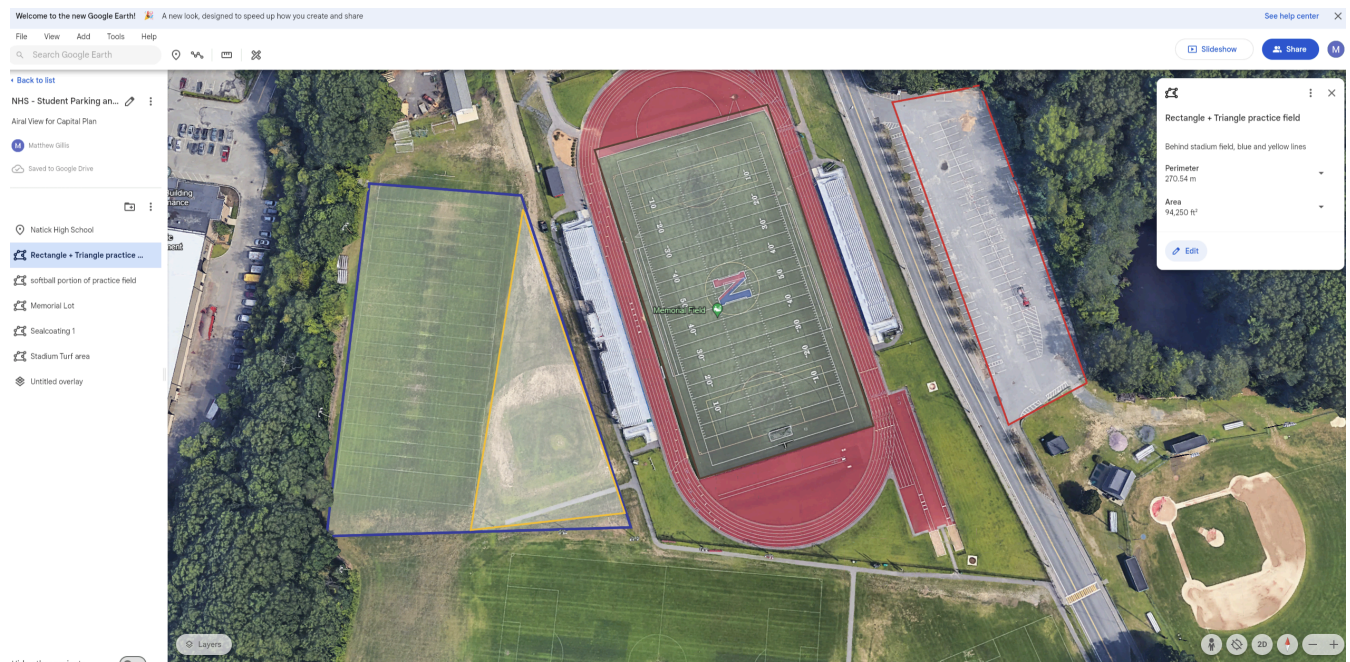
# NHS - Field Replacement, Design FY25, Construction & Lighting FY26

## Overview

Request Owner	Matt Gillis, Assistant Superintendent for Finance - NPS
Est. Start Date	07/01/2025
Est. Completion Date	07/21/2025
Department	Natick Public Schools
Form Type	Other
Request Type	Capital Request Form

## Description

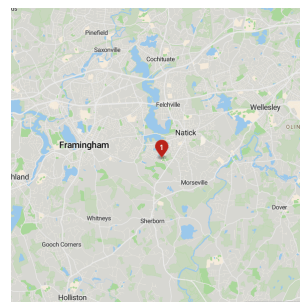
This is a two-part request; FY25 is the design fee, and FY26 is the early estimate for the construction of a new synthetic turf field with lighting. A google earth picture of the location is below. The NPS request, with support from some Natick youth sports groups, DPW, and the REC Department, is to convert the practice field between the Memorial field DPW building into a synthetic turf area that can be used for games and up to three teams practicing simultaneously. The early estimate is based off experience with field projects from Matthew Gillis, William Spratt and Jon Marshall. A written quote estimate can be obtained in the near future. This estimate also includes the cost to replace the lights at the Memorial Field.



## Details

Project Category	Land/Park/Field
Project Type	Reconstruction/Replacement
Basis For Estimate	Consultant
Asset Status	Asset has reached its useful life and timely replacement is required
Project Classification	Capital Improvement
Additional Criteria	Improvement of productivity/efficiency
Useful Life	10 - 15

## Location



Project Collaboration Building Support - DPW/Facilities  
Alignment to Project components align with Open  
Goals/Initiatives Space and Recreation Plan

## Project Benefits

1. To provide an excellent experience for all of our youth and scholastic sports programs.
2. To prolong the life and playability of both synthetic fields.
3. To improve the grass fields on site by relieving the over-scheduling of them.
4. To ensure the safety of both fields - GMAX rating - measures hardness of field. We measure this to comply with safety regulations including Concussion Protocol.
5. To limit cancelations because of inclement weather. **(Just this Fall 2023 Season we canceled the use of grass fields in town 7 times. This means all JV Sports and 9th grade sports and youth sports are canceled for the day).**
6. To assist in scheduling all of our offerings.
7. To limit some late nights (the need for every varsity game to be played at 6:30pm).
8. To utilize an underused plot of land in the heart of the NHS Athletic Complex.

The space behind the home stands is relatively unused at this point - it is only used for 9th grade football and youth football in the Fall (we cannot put field hockey or soccer out there because of the condition of the field) and for throwing events in Track and some youth lacrosse in the Spring season. Our grass fields at the high school - 2 fields at the south side of the track - are overused by industry standards. Grass fields can be used between 600-800 hours per season. We schedule between 1300-1500 hours on these fields and this number only accounts for what I schedule. There is other community use over at the field. In having a synthetic turf field at the site, this would allow Art Goodhind and his crew to continue to improve the grass fields and maintain them without the exorbitant use and stress that we put on them currently. Synthetic Field usage per season is 2200 hours. We schedule this number almost exactly for our Memorial Field site. This explains why we got 10 plus years of use out of our first synthetic turf field that was installed in the Summer of 2011 (replaced in the Summer of 2023). Synthetic turf fields last somewhere between 10-12 years by industry standards.

To have a synthetic turf field at this site would do so many positive things for NHS and for Natick Youth Sports:

-it would allow us to have our field hockey team play at NHS every day and not have to travel to the Cole Recreation Center for practice.

-it would allow us to not have to shut our site down during Spring NHS Track and/or MS Track Meet Days (only track can occur at the site so lacrosse and other activities have to cancel or move locations).

-it would allow us to have multiple varsity games going on at once (and to alleviate having to have all of our teams during the school week play games at 6:30pm)

-it would allow us to have events during inclement weather. This season is a perfect example - we have closed grass fields in town multiple times already. This means that varsity games and practices take priority and we have to cancel all JV/9th grade events. We have to split the stadium field and share between FH/Football/Both soccer teams causing late nights and ineffective practice space.

-it would allow youth practices and events a place to participate in inclement weather. Right now when the Town prohibits the use of the grass fields, youth sports are canceled for the day/night because NHS Varsity Teams use the one synthetic field with lights in town.

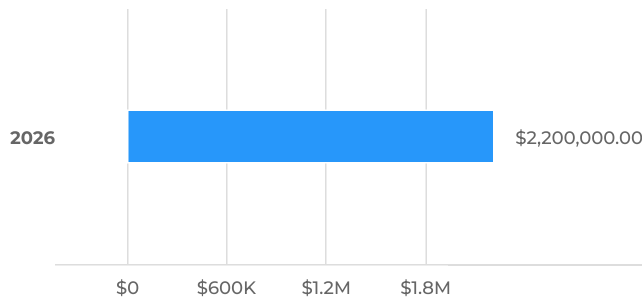
\_NHS would prefer not to have cancel JV and Grade 9 team sports when fields are closed for weather conditions

Currently, Memorial Field (current synthetic turf field inside the track at NHS) is used around the clock during the Fall and Spring Seasons (I have linked here the [Memorial Field Calendar](https://calendar.google.com/calendar/u/0?cid=bmF0aWNrcHMub3JnX25wNXQyY3RvdTV2OXB1ZWVtvdGpwNnU4QCGdyb3VwLmNhbGVuZGFyLmdvb2dsZS5jb20) (https://calendar.google.com/calendar/u/0?cid=bmF0aWNrcHMub3JnX25wNXQyY3RvdTV2OXB1ZWVtvdGpwNnU4QCGdyb3VwLmNhbGVuZGFyLmdvb2dsZS5jb20). You can scroll back when in the calendar to see the usage in Spring of 2023 and Fall of 2023). Remember this is the Stadium Calendar only. We manage soccer/lax grass field calendars, baseball and softball field calendars etc... as well.:

## Capital Cost

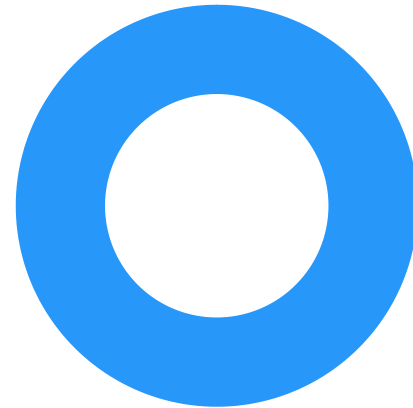
Total Historical	FY2026 Budget	Total Budget (all years)	Project Total
<b>\$200,000</b>	<b>\$2,200,000</b>	<b>\$2.2M</b>	<b>\$2.4M</b>

Capital Cost by Year



● Type 1

Capital Cost for Budgeted Years



● Type 1 (100%)

\$2,200,000.00

**TOTAL**

**\$2,200,000.00**

### Capital Cost Breakdown

Capital Cost	Historical	FY2026	Total
Type 1	\$200,000	\$2,200,000	\$2,400,000
<b>Total</b>	<b>\$200,000</b>	<b>\$2,200,000</b>	<b>\$2,400,000</b>



## Funding Sources

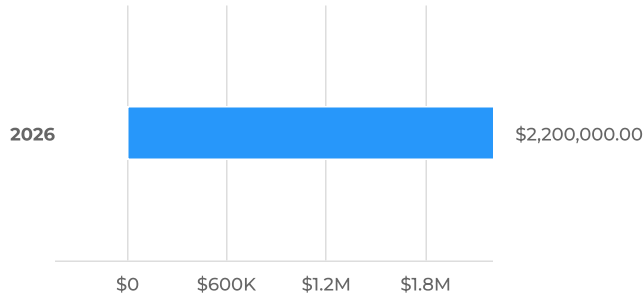
Total Historical  
**\$200,000**

FY2026 Budget  
**\$2,200,000**

Total Budget (all years)  
**\$2.2M**

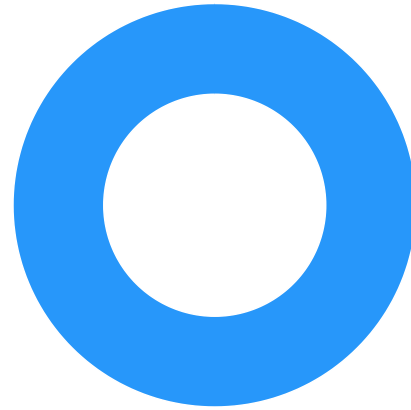
Project Total  
**\$2.4M**

Funding Sources by Year



● Other (Please Specify)

Funding Sources for Budgeted Years



● Other (Please Specify) (100%) \$2,200,000.00  
**TOTAL \$2,200,000.00**

### Funding Sources Breakdown

Funding Sources	Historical	FY2026	Total
Debt Exclusion	\$200,000	\$0	\$200,000
Other (Please Specify)	\$0	\$2,200,000	\$2,200,000
<b>Total</b>	<b>\$200,000</b>	<b>\$2,200,000</b>	<b>\$2,400,000</b>



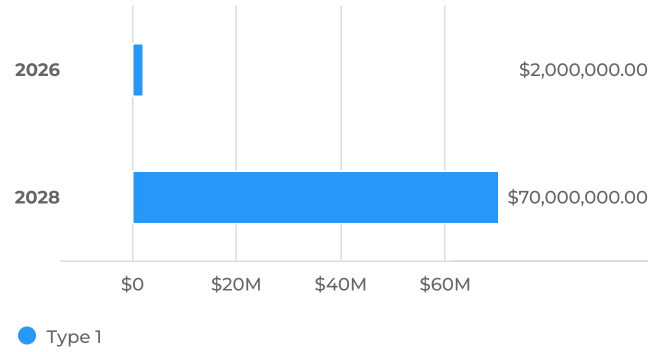
## Capital Cost

FY2026 Budget  
**\$2,000,000**

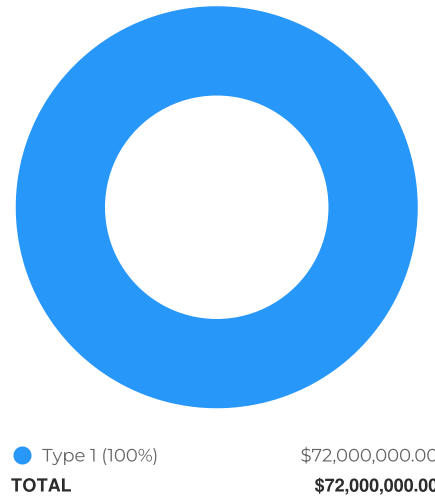
Total Budget (all years)  
**\$72M**

Project Total  
**\$72M**

Capital Cost by Year



Capital Cost for Budgeted Years



Capital Cost Breakdown			
Capital Cost	FY2026	FY2028	Total
Type 1	\$2,000,000	\$70,000,000	\$72,000,000
<b>Total</b>	<b>\$2,000,000</b>	<b>\$70,000,000</b>	<b>\$72,000,000</b>

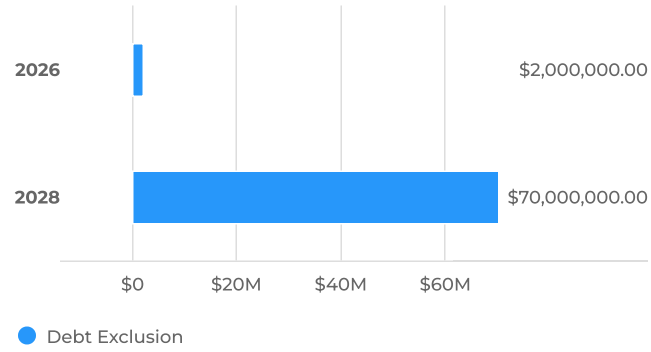
## Funding Sources

FY2026 Budget  
**\$2,000,000**

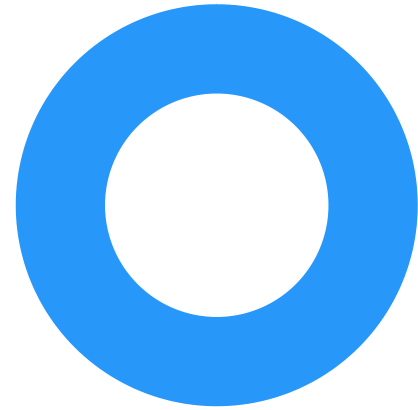
Total Budget (all years)  
**\$72M**

Project Total  
**\$72M**

Funding Sources by Year



Funding Sources for Budgeted Years



● Debt Exclusion (100%) \$72,000,000.00  
**TOTAL \$72,000,000.00**

### Funding Sources Breakdown

Funding Sources	FY2026	FY2028	Total
Debt Exclusion	\$2,000,000	\$70,000,000	\$72,000,000
<b>Total</b>	<b>\$2,000,000</b>	<b>\$70,000,000</b>	<b>\$72,000,000</b>

# Long Range Facilities Plan and Enrollment Study

---

## Overview

Request Owner	Matt Gillis, Assistant Superintendent for Finance - NPS
Department	Articles and Capital
Form Type	Other
Request Type	Capital Request Form

---

## Description

The last School Facilities master plan, labeled "Natick Public Schools Space & Utilization Study" was completed in December 2020. The School Committee has expressed interest in an independent enrollment study beyond NESDC. The basis for estimate is from past experience with other school long range plans and considering options in 2022 in a nearby town.

---

## Details

Project Category	Building
Project Type	Design, Engineering, or Study
Basis For Estimate	Other (Specify in Project Description)
Asset Status	Other
Project Classification	Capital Improvement
Additional Criteria	Improvement of productivity/efficiency
Useful Life	Design/Engineering or Study
Project Collaboration	Building Support - DPW/Facilities

## Project Benefits

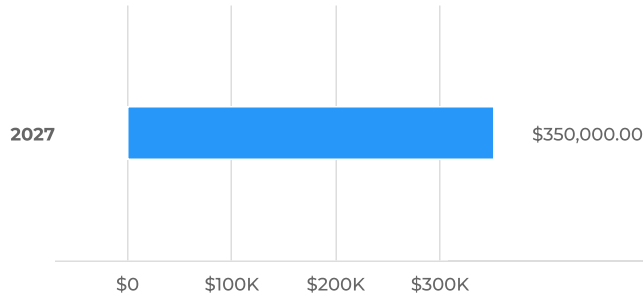
NPS needs a new enrollment study, a long range facilities plan and a revised capital maintenance plan for all school buildings. The modular units at Lilja and Brown are getting closer to the end of their expected useful life. Some recommendations on preserving school building assets, space design options for enrollment changes and/or programmatic changes are helpful for the efficient planning and use of both taxpayer dollars and the effective delivery of the curriculum without building impediments.

## Capital Cost

Total Budget (all years)  
**\$350K**

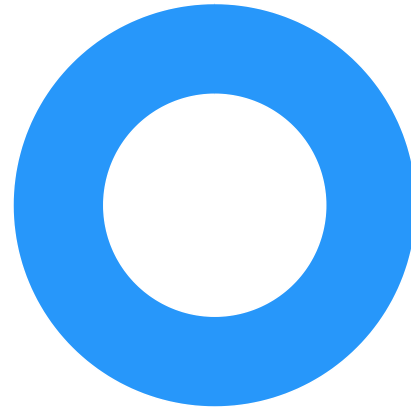
Project Total  
**\$350K**

Capital Cost by Year



● Type 1

Capital Cost for Budgeted Years



● Type 1 (100%)

\$350,000.00

**TOTAL**

**\$350,000.00**

### Capital Cost Breakdown

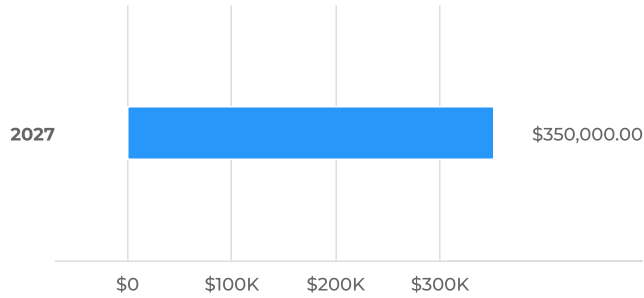
Capital Cost	FY2027	Total
Type 1	\$350,000	\$350,000
<b>Total</b>	<b>\$350,000</b>	<b>\$350,000</b>

## Funding Sources

Total Budget (all years)  
**\$350K**

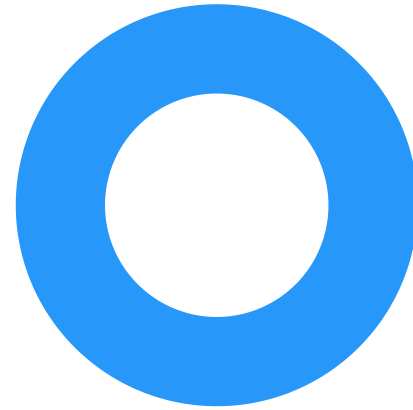
Project Total  
**\$350K**

Funding Sources by Year



● Capital Stabilization

Funding Sources for Budgeted Years



● Capital Stabilization (100%) \$350,000.00  
**TOTAL \$350,000.00**

### Funding Sources Breakdown

Funding Sources	FY2027	Total
Capital Stabilization	\$350,000	\$350,000
<b>Total</b>	<b>\$350,000</b>	<b>\$350,000</b>

---

**ITEM TITLE:** TEC Amendment to the Collaborative Agreement  
**DATE:**  
**ITEM TYPE:**  
**ITEM SUMMARY:** TEC Collaborative Agreement Vote - LINK  
Revised Collaborative Agreement - LINK  
Revised Collaborative Agreement (mark up) - LINK  
**BACKGROUND INFORMATION:**  
**RECOMMENDATION:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>File Name</b>	<b>Type</b>
TEC Collaborative Agreement Vote	TEC_Collaborative_Agreement_Vote_2024_(2).pdf	Cover Memo
Revised Collaborative Agreement	Revised_Collaborative_Agreement_12-13-24_(1).pdf	Cover Memo
Revised Collaborative Agreement (mark up)	Revised_Collaborative_Agreement_12-13-24_(with_markup).pdf	Cover Memo



Emily J. Parks  
Executive Director

Dan Shovak  
Director of Finance & Operations



Zachary Abrams  
Director of Student Services

Jean Kenney  
Director of Professional  
Learning & Leadership

TO: TEC Superintendents and School Committee Members

FROM: Emily Parks, Executive Director

DATE: December 13, 2024

RE: Vote to Amend the TEC Collaborative Agreement

---

As you know from prior communications, TEC is undergoing a process to amend the TEC Collaborative Agreement in order to expand membership in TEC to King-Philip Regional School District and the Sharon Public Schools, effective July 1, 2025.

At its meeting on December 13, 2024, the TEC Board of Directors voted unanimously to approve the new Collaborative Agreement. With that vote, the Agreement goes to TEC member district school committees for their review and approval. I am requesting that you include this action item on an upcoming agenda. **In order to reach our deadlines, each school committee needs to take its vote by January 31, 2025.** If a majority of member districts vote affirmatively to approve the Agreement, it will be forwarded to DESE for final approval.

I am attaching the draft Collaborative Agreement (with and without markup). Once all of the school committees have voted, I will send the Agreement to SC Chairs via DocuSign for electronic signatures.

Please feel free to reach out to me or to your TEC Board of Directors representative if you have any questions or concerns.

*the* education  
COOPERATIVE

**COLLABORATIVE AGREEMENT**

Effective July 1, 2025

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The School Committees of Canton, Dedham, Dover, Dover/Sherborn, Framingham, Holliston, Hopkinton, King-Philip Regional, Medfield, Medway, Millis, Natick, Needham, Norwood, Sharon, Sherborn, Walpole, Wayland and Westwood, Massachusetts, (hereinafter referred to as “Member Districts”), acting for and on behalf of said Towns and Regions respectively, enter into this Collaborative Agreement (hereinafter referred to as “Agreement”) for the purposes authorized by M.G.L. c. 40, § 4E which includes the formulation and provision of educational programs and services on a collaborative basis among the Member Districts. This Agreement and any subsequent amendments hereto, shall not take effect unless and until approved by the school committees of the Collaborative’s member districts and approved by the Massachusetts Board of Elementary and Secondary Education (referred to as “BESE”), upon recommendation by the Commissioner of the Department of Elementary and Secondary Education (“Commissioner”).

After the approval of the Member Districts and BESE, this Agreement will replace the original Agreement, dated 1979-80, and most recently amended June 20, 2020, and will become effective upon July 1, 2025.

## **ARTICLE I – MISSION, OBJECTIVES, FOCUS AND PURPOSES**

### **A. Mission Statement**

The Education Cooperative (hereinafter referred to as “TEC”) actively develops and coordinates educational and organizational programs to meet the needs of member communities and their students.

### **B. Objectives**

The overall objectives of TEC include:

1. To enhance and expand learning opportunities to meet the diverse needs of all students;
2. To enhance and expand professional development that meets and anticipates Member Districts’ needs;
3. To strengthen our relationships and partnerships with member and non-member communities, and
4. To improve our ability to provide proactive support to TEC programs.

### **C. Focus/Purposes**

Notwithstanding any other provision of these articles, TEC is organized exclusively for educational purposes, as specified in Section 501 (c) (3) of the Internal Revenue Code, and shall not carry on any activities not permitted to be carried on by any entity exempt from Federal income tax under said code. No substantial part of the activities of TEC shall be carrying on of propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

TEC does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, disability, or sexual orientation and ensures that all students have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of study. TEC is an Equal Opportunity Employer. This Agreement will permit TEC to focus on the continuation of programs and services supplied under previous Agreements among the Member Districts. Said programs and services supplement and strengthen the education programs and services offered by each Member District. The cost-savings aspects of said programs and services include the effective apportionment of expenses and budgetary items among all participants. These expenses would be significantly greater for each Member District if it were required to establish and fund each program and service individually.

## **ARTICLE II – GOVERNANCE**

### **A. Name**

The entity hereby established shall be known and referred to as The Education Cooperative, a Massachusetts Educational Collaborative established under the authority of M.G.L. c. 40, § 4E, as amended.

### **B. Formation and Duties of TEC Board**

All programs conducted pursuant to this Agreement shall be approved, undertaken and administered by an Education Collaborative Board, which shall be known as the Board of Directors of The Education Cooperative (hereinafter referred to as “the Board”). The Board’s membership shall consist of one school committee representative or Superintendent from each Member District (hereinafter referred to as “appointed representative(s)”). Each appointed representative will be annually appointed and will have one (1) vote. In addition, the Commissioner shall appoint an individual to serve as a liaison from the Department of Elementary and Secondary Education (hereinafter referred to as “DESE”) to the Board. Appointed representatives shall not delegate their powers or send a representative in their place as a voting member.

The Board shall manage TEC and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of TEC. The Board shall be vested with all authority and responsibilities provided to it by M.G.L. c. 40, § 4E and 603 CMR 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

1. It is the function and responsibility of the Board to formulate and maintain policies for TEC, including but not limited to policies relative to personnel, students, finance and internal controls, and health and nursing, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.

2. The Education Cooperative shall be a public entity.
3. The Board shall be responsible for:
  - a. ensuring adherence to this Agreement and progress toward achieving the purposes and objectives set forth in the Agreement;
  - b. determining the cost-effectiveness of programs and services offered by TEC;
  - c. determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages, in accordance with Article VIII; and
  - d. approving all borrowing and the purchase and sale of real estate in accordance with Article VIII.
4. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
5. The Board is a public employer, shall hire all employees of TEC, 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, M.G.L. c. 74, 603 CMR 4.00, and all acts and regulations amendatory thereof.
6. The Board shall hire an Executive Director to oversee and manage the operation of TEC; a Business Manager, or an employee with responsibilities similar to those of a town accountant, to oversee TEC finances; at least one school nurse to support TEC programs; and a Treasurer, who shall annually give bond consistent with the requirements of M.G.L. c. 40, § 4E. The 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 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. The Board shall review the Executive Director's and Treasurer's performances annually.
7. The Board shall be vested with the authority to enter into agreements with Member and Non-Member Districts, or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
8. The Board shall be responsible for ensuring that any borrowing, loans, or mortgages is cost-effective, necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts, and consistent with the terms of this Agreement, including the provisions of Article VIII.
9. Each appointed representative must complete the training required by DESE as outlined in M.G.L. c. 40, § 4E, 603 CMR 50.05, and 603 CMR 50.12(3). Should an appointed representative fail to complete the required training within the timelines set in law and regulations, the Member District shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The Member District shall become an active member and voting rights shall be reinstated once the appointed representative completes the training or a new representative is appointed.
10. Each appointed representative shall be responsible for providing timely information and updates to its appointing Member District(s) on TEC activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2), and for providing other information as required or requested.

11. Appointed representatives shall be public employees subject to M.G.L. c. 268A. No appointed representative shall serve on the board of directors or as an officer or employee of a related for-profit or non-profit organization, as defined in M.G.L. c. 40, § 4E, as most recently amended. The Executive Director, Treasurer, and Business Manager shall not serve as an appointed representative, or as an officer, or employee of any related for-profit or non-profit organization. No employee of an educational collaborative shall be employed at any related for-profit or non-profit organization.
12. The Board shall ensure that an annual report for the preceding fiscal year be prepared, and upon approval by the Board and no later than January 1 of each year, submit such report to the Commissioner and the chair of each member district.
13. The Board shall establish and maintain an internet website in accordance with M.G.L. c. 40, § 4E, which shall include, at a minimum:
  - a. a list of the appointed representatives on the Board;
  - b. copies of the minutes of open meetings held by the Board;
  - c. a copy of the Agreement and any amendments;
  - d. a copy of the Annual Report and Annual Independent Audit required by M.G.L. c.40, § 4E, and 603 CMR 50.08; and
  - e. contact information for key TEC staff members.

### C. Authority to Contract

With the approval of the Board, the Executive Director may contract for the purchase of supplies and materials and for the services of such persons as it deems necessary in order to carry on its functions. The Executive Director, acting on behalf of and with approval of the Board, may contract with corporations, individuals, associations, agencies, and/or any other entities in order to obtain and provide services for a Member District(s).

The Board may apply, through an appropriate vote, for state, federal, corporate or foundation grants, and may enter into contracts to obtain the funds necessary to carry out the purpose for which TEC was established.

### D. Meetings and Notice

The Board shall hold at least six (6) meetings per fiscal year. A “fiscal year” is defined as the period commencing July 1 and ending the following June 30. Notice of each Board meeting and agenda shall be provided in accordance with the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25, and posted on the TEC website. All meetings shall be subject to such Open Meeting Law. Duplicate notice of such meetings shall be sent to the appointed representatives of each Member District at least three (3) days, with the exclusion of Saturday, Sunday and holidays, before such meeting, unless such meeting shall have been scheduled by the Board at a previous meeting and notice of such scheduling shall have been given to all appointed representatives absent. The Executive Director, or designee, will act as Executive Secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.



E. Minutes

Minutes of each Board meeting will be taken in accordance with the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25. Minutes will be approved by the full Board at an open meeting and then posted on the TEC website.

F. Quorum

A majority of the appointed representatives serving on the Board shall constitute a quorum for all purposes.

G. Minimum Vote for Action

The affirmative vote of the majority of the appointed representatives present at any meeting of the Board shall be required to decide any question, including the adjournment of a meeting.

H. Board Officers

The Board shall annually organize itself by electing a Chairperson, and Vice-Chairperson by a majority vote of the appointed representatives present at the first Board meeting of the year. The Chairperson, by vote of the Board, may appoint subcommittees as needed to make recommendations to the Board concerning policies. These subcommittees shall be subject to Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25.

I. Compliance with Policies of the DESE

It is the intention of this Agreement to fully comply with the policies and procedures of DESE, in accordance with 603 CMR 50.00.

J. Compliance with M.G.L. c. 40, § 4E

It is the intention of this Agreement to fully comply with M.G.L. c. 40, § 4E.

## **ARTICLE III – BUDGETS**

A. Annual Budget Preparation and Assessment of Costs

1. The Board shall annually determine the collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, § 4E, regulations promulgated by BESE, and this Agreement.
2. By March 31 of each year, the Board shall propose a budget for the upcoming fiscal year. The budget shall identify all of the programs or services to be offered by TEC in the upcoming fiscal year and the corresponding costs.
3. The budget shall contain all planned financial activity for the upcoming fiscal year and support TEC's mission

statement, and long and short-range goals.

4. Expenditures from grant funds, trust funds and other funds not designated as general funds that, by law, may be expended by the Board without further appropriation shall be segregated in the budget.
5. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve.
6. The budget shall be classified into such line items as the Board shall determine, but shall, at a minimum, delineate amounts for operating expenditures, including, administration, instructional and rental expenses and capital expenditures, including debt service payments and deposits to capital reserve.
7. The budget shall include the methodology used to determine tuition prices for students from Member and Non-Member Districts as well as the methodology to determine fees for services and membership dues. Non-Member District tuitions will be set at no more than 30% above the Member District tuitions as determined by the Board annually during the budget process. This surcharge will be used, in addition to the Member District assessment, to offset the total administrative cost of TEC. All tuitions and fees will be based on the total cost of providing TEC's programs, including administration, divided by the number of students or users expected to enroll in each program or service.
8. As applicable, capital costs shall be included in the budget and built into the total costs of the programs. Capital costs will be built into the tuition(s) and/or fee(s) of the program(s) and/or service(s) that will benefit from the capital expenditure.
9. Membership dues, if assessed, shall be assessed to each Member District on July 1st of each year. The amount will be assessed based on a set amount shared equally amongst all member districts as determined by the Board. This set amount will be reduced based on the pro rata population of the total number of TEC Member District special education students in TEC programs on December 1st of the previous year and as determined annually by a majority vote of the Board. The membership dues, in addition to the Non-Member District surcharge, will offset the total administrative cost of TEC.

## **B. Presentation to Board**

The proposed budget shall be presented at a public meeting and notice shall be provided to each Member District ten (10) working days before the date of the Board meeting at which the proposed meeting will be discussed.

## **C. Board Approval**

At a Board meeting at least ten (10) working days following the Board meeting at which the budget was first proposed, the Board shall approve, by at least majority vote, the budget for the upcoming fiscal year. Notice of the Board meeting will be given to each Member District and the public, consistent with the Open Meeting Law, and no less than ten (10) working days before the date of the Board meeting.

D. Transmitting the Budget and Payment Terms

1. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues, payment terms, and fees for services for the upcoming fiscal year to each Member District no later than June 30th of the preceding fiscal year.
2. The Collaborative shall submit invoices to all districts for services and tuitions on a quarterly basis. Invoices will be mailed thirty (30) days prior to payment being due.
3. Membership dues will be invoiced annually on July 1st.
4. Fees for services, dues and tuitions shall be paid within thirty (30) days from invoicing.

E. Budget Amendments

All budget amendments shall be proposed at a public meeting of the Board. Any amendment that does not result in an increase in tuition rates, membership dues, or fees for services shall be approved by the Board by a majority vote. Any amendment to the budget that results in an increase in the tuition rates, membership dues, or fees-for services shall be:

1. Reported to the Member Districts by the appointed representative for the Member District within ten (10) working days of the public meeting at which the amendment was first proposed;
2. Voted on by the Board at a second public meeting of the Board no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; and
3. Adopted by a majority vote of the Board.

F. Transmittal of Budget Amendment

The Treasurer shall certify and transmit amended tuition rates, membership dues and fees for services to each Member District no later than ten (10) working days following the majority affirmative vote by the Board.

G. Procurement of Goods and Services

TEC is subject to M.G.L. c. 30B for the procurement of goods and services.

**ARTICLE IV – PROGRAMS AND SERVICES**

A. Educational Programs

TEC shall provide educational programs and services which shall complement and strengthen the school programs of Member Districts and increase educational opportunities for children when it is determined that such programs and services can most effectively and/or economically be provided on a collaborative basis. In addition, TEC will continue to increase and expand its level of service in general education, occupational-vocational education, staff development and training, educator licensure programs, cooperative purchasing, online teaching and learning, and research and

development of innovative programs, consistent with M.G.L. c. 40, § 4E. TEC shall provide educational programs for special education students and may offer other programs and services as the Board may deem appropriate, consistent with M.G.L. c. 40, § 4E.

### B. Coordinating Services

TEC shall provide such other coordinating services as permitted by applicable law and regulations, and as the Board may establish to be in the best interest of the Member Districts.

### C. Services to Non-Member Districts

TEC shall offer educational or training programs or related services to selected non-Member Districts on an individual contract basis; provided, however, such educational or training programs or related services shall not result in an additional cost to any Member District.

### D. New Programs

The Board may authorize the Executive Director the power to add new programs to meet specific needs of Member Districts that arise during the fiscal year, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.

## **ARTICLE V – CONDITIONS OF MEMBERSHIP**

### A. Attendance at Board Meetings

Each appointed representative is expected to attend every Board meeting. In the event that an appointed representative is not able to attend, he/she shall notify the Executive Director or his/her designee of the absence. If the appointed representative misses one-half of the meetings within a fiscal year, the Board will notify the respective Member District. The school committee of the Member District will determine if a new appointed representative should be appointed to ensure representation on the Board.

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.

No appointed representative shall receive an additional salary or stipend for his/her service as an appointed representative.

No appointed representative shall delegate his/her powers, or send a representative in his/her place as a voting appointed representative, and no Member District shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the Member District is replacing the appointed representative with that individual.

## B. Removal

In the event that membership dues have not been paid and/or a Member District has in some way failed to meet the terms of this Agreement, written notice of possible suspension of voting rights shall be sent to the Member District by the Executive Director, on behalf of the Board. The Member District will have 45 calendar days from the date of the notice to respond in writing to the notice and resolve the issue(s) noted. In the event the issue(s) remains unresolved beyond the 45-day notice, the Board may suspend the voting rights of the Member District by a majority vote.

# ARTICLE VI – DURATION, TERMINATION, WITHDRAWAL AND NEW PARTICIPATION

## A. Effective Date of this Agreement

This Agreement shall become effective on July 1<sup>st</sup> after the approval of the Member Districts' School Committees, Member charter school boards and the BESE. This Agreement shall be effective following all requisite approvals and shall continue thereafter until such time as it is amended. No agreement or subsequent amendment shall take effect unless and until approved by the Member Districts and by the BESE, upon the recommendation of the Commissioner.

## B. Method of Termination of TEC

1. A Member District may request that the Board initiate proceedings to terminate this Agreement by giving notice to all other Member Districts and the Executive Director at least twelve (12) months before the end of the intended final year.
2. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate TEC, determine next steps and notify DESE.
3. A unanimous vote of the Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all Member Districts within ten (10) working days of such vote.
4. The Agreement shall be terminated at the end of any fiscal year following a unanimous vote in favor of termination by the school committees and/or charter school boards of the Member Districts.
5. The Agreement shall only be terminated at the end of a fiscal year.
6. Any vote to terminate TEC must be taken no less than one hundred eighty (180) days prior to its intended effective date.
7. The Executive Director shall notify the Member Districts, the Commissioner and DESE in writing at least two hundred twenty (220) days before the intended effective date of termination.
8. Following the affirmative votes of the Member Districts to terminate the Agreement, a final independent audit will take place and will be provided to all appointed representatives and Member Districts as well as to

the Commissioner, including an accounting of assets and liabilities (debts and obligations) of TEC and the proposed disposition of same.

9. Following the affirmative vote of the Member Districts to terminate the Agreement, the Board shall notify the Commissioner of the official termination date of TEC, and shall submit the documentation required by 603 CMR 50.11 to the Commissioner.
10. Prior to termination, the Board shall:
  - a. determine the fair market value of all assets for TEC, including, but not limited to, real estate, capital property, equipment and supplies owned by TEC;
  - b. determine the process for the appropriate disposition of federal/state funds;
  - c. identify the Member District responsible for maintaining all fiscal records;
  - d. identify the Member District responsible for maintaining employee and program records;
  - e. ensure records relating to individual students are returned to the sending school districts;
  - f. determine the means of meeting all liabilities (debts and obligations) of TEC, including obligations for post-employment benefits. All liabilities must be met by TEC before any monies are distributed to Member Districts; and
  - g. ensure the appropriate disposition of all assets of TEC, including any unencumbered funds held by the Collaborative, and any capital property and real estate owned by TEC. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the Member Districts on a pro-rata basis based on the students enrolled in each district during the most recently completed fiscal year.
11. Should the DESE revoke and/or suspend the approval of the Agreement, the Board will follow all instructions from the Commissioner, and Sections VI.B.8-11, inclusive, shall be implemented to the extent these procedures are consistent with the order of the DESE terminating the Agreement.

### C. Withdrawal From this Agreement

Any Member District may withdraw from the Agreement as of July 1 by giving written notice by July 1st of the prior fiscal year. Said withdrawal notice shall be sent to the following: (1) the Chair of the School Committee of each participating Member District; (2) the School Superintendent of each Member District; (3) the Executive Director; and (4) the Board. Said withdrawal notice must also include the following: (1) Notification addressed to the chair of the Board and the Executive Director that the Member District has voted to withdraw from TEC with the effective date of withdrawal; and (2) A copy of the minutes from the school committee or charter school board meeting in which the Member District voted to withdraw from TEC.

Within thirty (30) days of notification of a Member District's intent to withdraw from TEC, the Executive Director must provide written notification of such intent to the Commissioner. An amendment shall be prepared in accordance with Article VIII to reflect changes in the Agreement caused as a result of the change in membership of TEC. The

Board must approve this amendment reflecting said withdrawal by a majority vote.

In order to be effective on July 1 of a fiscal year, the amendment must be approved to reflect the withdrawal of any Member District by the Member Districts and by the BESE by April 30 of the prior fiscal year.

Upon withdrawal, a former Member District shall not be entitled to any assets or a portion of any assets of TEC, 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 Board.

The withdrawing school committee or charter school board must fulfill all of its financial obligations and commitments to TEC. A school committee or charter school board that has withdrawn from TEC will continue to be liable to TEC for its pro-rata share of any debts, claims, demands, or judgments against TEC, including obligations for post-employment benefits, incurred during the period of said school committee's or charter school board's membership, based on the number of students enrolled in the district during the last full fiscal year of membership.

Upon withdrawal, the withdrawing district will be reimbursed any funds prepaid to TEC by the Member District for tuition or services under M.G.L. c. 40, § 4E. The withdrawing district will not be reimbursed any surplus funds, if available.

The withdrawal of any Member District(s) at any time shall not affect the status of the Agreement and the same shall remain in full force and effect until specifically changed or amended by the Board, and approved by the Member Districts and the BESE.

If, after the withdrawal of a Member District(s), less than two Member Districts remain, the Board will initiate termination proceedings as provided in this Article.

#### D. New Member Districts

A school district, through its school committee, or charter school board, may become a member of TEC consistent with the following terms:

1. At least 180 days prior to the beginning of a new fiscal year, the prospective Member District shall submit to the Chair of the Board and the Executive Director of TEC notification of intent to join TEC and a copy of the school committee/charter school board minutes that indicates an affirmative vote of the committee/charter school board to seek membership in TEC.
2. Upon receipt of the prospective Member District's notification of intent to join TEC and the minutes, the Board will consider the request.

3. Upon a majority vote of the Board, the Agreement may be amended to add the new Member District.
4. The Agreement shall be amended consistent with Article XI.
5. The authorizing votes of the Member Districts' school committees may provide for the deferral of the admission of a new Member District until July 1 of the subsequent fiscal year.
6. The admission of a new Member District to TEC shall become effective only after the execution and delivery by the current Member Districts 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 by the BESE.
7. A school committee or charter school board may be admitted to TEC as of July 1st of any fiscal year provided that all required approvals, including that of the BESE, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new Member District is to be admitted to TEC.
8. Following the final approval for admission to the collaborative and continuing until the actual date of such admission, the school committee may designate a non-voting representative to the Board of Directors.

## **ARTICLE VII – THE COLLABORATIVE FUND**

### **A. The TEC Fund**

The Board shall establish and manage a fund to be known as The Education Cooperative Educational Collaborative Fund (hereinafter referred to as "the TEC Fund"). The TEC Fund is to be subject to the terms and conditions herein and as said Board shall determine.

### **B. Financial Accounting for TEC Fund**

TEC shall maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards board and any supplemental requirements prescribed jointly by the Commissioner and the Department of Revenue, in consultation with the state auditor. At a minimum, the financial accounting system shall delineate:

1. administration and overhead;
2. rental of real property;
3. program costs;
4. capital expenditures, including fixed assets, real property or the improvement of real property;
5. debt payments;
6. deposits into a capital reserve; and
7. all additional disclosures required in 603 CMR 50.08(2).

The TEC Fund shall be the depository of all monies paid by the Member Districts and Non-Member Districts, and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations,



or any other source; all such monies shall be paid directly to the Board and deposited in the TEC fund in compliance with M.G.L. c. 40, § 4E.

### C. Financial Statements of TEC Fund

The Board shall ensure that TEC annually, no later than January 1 of each year, prepares financial statements, including:

1. a statement of net assets (government-wide);
2. a statement of activities (government-wide);
3. a governmental funds balance sheet;
4. a governmental funds statement of revenues, expenditures, and changes in fund balance;
5. a general fund statement of revenues, expenditures and changes in fund balance, budget and actual;
6. a statement of fiduciary net assets;
7. a statement of changes in fiduciary fund net assets; and
8. a capital plan identifying current capital obligations or future planned capital projects.

### D. Independent Audit

The Board shall ensure that an independent audit is completed annually, and, upon the approval by the Board and no later than January 1 of each year, submit the audit report for the preceding fiscal year to the chair of each Member District, DESE and the State Auditor.

### E. Treasurer

The Board shall appoint a Treasurer upon such terms and conditions, including compensation for his services, as the Board may determine. The Treasurer may, but need not necessarily be, the Treasurer of a Member District. No member of the Board shall be eligible to serve as Treasurer. The Treasurer shall give bond annually for the faithful performance of his duties as Treasurer in a form approved by the Department of Revenue and in such sum, not less than the amount established by said Department of Revenue, as shall be fixed by the Board.

The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to TEC without further appropriation.

The Treasurer may make appropriate investments of the money of TEC consistent M.G.L. c. 44, § 55B. All payments and investments must be approved by a majority vote the Board.

## **ARTICLE VIII – BORROWING, LOANS AND MORTGAGES**

### **A. Process to Borrow Funds**

TEC, by an appropriate vote of the Board, may borrow money or enter into short- or long-term agreements or mortgages, provided that all borrowing, loans and mortgages shall be discussed at a public meeting of the Board and the following terms shall apply:

1. the 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;
2. the Board shall determine, at a public meeting, through a majority vote, that the terms related to borrowing, loans and mortgages are cost-effective, in the best interests of TEC and its Member Districts, consistent with the terms of the Agreement, consistent with standard lending practices, and are the most favorable available at the time of the application; and
3. the 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 TEC is established.

### **B. Real Property**

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

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

## **ARTICLE IX – SURPLUS FUNDS**

Unexpended general funds, as defined in 603 CMR 50.00, at the end of the fiscal year, plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.

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 trust in accordance with M.G.L. c. 32B, § 20, and any amounts prepaid for services or tuitions in accordance with M.G.L., c. 40, § 4E.

The Board will retain no more than 25 percent in cumulative surplus.

On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve, by majority vote, the final dollar amount of the cumulative surplus.

The Board shall annually determine whether such surplus funds are within the established 25 percent limit, and whether the funds will be retained by TEC or whether all or some portion will be refunded to the Member Districts.

In the event an amount is to be refunded to the Member Districts, each Member District share will be apportioned in accordance with the average student membership enrolled at TEC from each district during the most recently completed fiscal year.

## **ARTICLE X - CAPITAL RESERVE**

The Board may create a capital reserve fund to support costs associated with the acquisition or improvement of fixed assets, including real property, with a unit cost of \$5,000 or greater and a useful life of one year or more.

Similar items purchased together or items to be used as one system, which total \$5,000 or greater in aggregate, should also be capitalized.

In order to create a capital reserve fund

- a. a capital plan must be developed and approved by the Board;
- b. 2/3 vote of the Member Districts must approve the establishment of the capital reserve fund; and
- c. the request for approval must state the reason for the reserve and a limit on the balance that may be held in the reserve. 603 CMR 50.07 (10).

Deposits and expenditures from the capital reserve fund must be included in the budget and may be used only for the project or purpose stated in the capital plan.

## **ARTICLE XI – AMENDMENT AND SEVERANCE**

### **A. Amendment**

Any voting appointed representative, Member District, or the Executive Director may propose an amendment to the Agreement. The proposed amendment shall be presented in writing to the Executive Director of TEC and the Chair of the Board. Prior to the Board meeting at which the amendment is first discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives and the chairs of the school committees of the Member

Districts, with notice as to the time and place of the first reading of the proposed amendment.

Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall submit the proposed amendment to the DESE for initial review. Following DESE review, the Executive Director shall make such changes as the DESE requires. The Executive Director shall cause copies of the revised amendment to be sent to all appointed representatives and the chairs of the Member Districts with notice as to the time and place of the second reading of the amendment. The proposed amendment shall be read a second time at a Board meeting subsequent to the DESE review and revision, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment.

Following approval by the Board, the amended Agreement shall be submitted by the Chair of the Board to the Member Districts for a vote to approve the amended Agreement. Once a majority of Member Districts 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 and BESE for approval. No amendment to the Agreement shall be effective until approved and authorized by a majority of the Member Districts and by the BESE. Member Districts shall not delegate the authority to approve agreements or amendments to the Agreement to any other person or entity.

#### B. Severance

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.

This Agreement will take effect on July 1, 2025 following all required votes of approval as listed on the signature pages of this document, and the Commissioner, on behalf of the Massachusetts Board of Elementary and Secondary Education, no later than April 30, 2025.

IN WITNESS WHEREOF, the School Committees of the Member Districts, acting for and on behalf of the Member Districts, and the Commissioner, on behalf of BESE, in approval of this Agreement and in acknowledgement of receipt of a copy hereof, have all hereunto set their hands and seals on the respective dates hereinafter indicated.

Approved by the Commissioner on behalf of the Board of Elementary and Secondary Education

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Commissioner of Elementary and Secondary Education

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Date of Approval

Approved by school committees:

Chair, Town of Canton School Committee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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

Chair, Town of Dedham School Committee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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

Chair, Town of Dover School Committee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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

Chair, Town of Dover-Sherborn School Committee

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Print Name

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

Chair, City of Framingham School Committee

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Print Name

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Signature

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

Chair, Town of Holliston School Committee

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Print Name

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

Chair, Town of Hopkinton School Committee

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

Chair, King-Philip Regional School Committee

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Print Name

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Signature

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

Chair, Town of Medfield School Committee

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Chair, Town of Medway School Committee

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Chair, Town of Millis School Committee

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Chair, Town of Natick School Committee

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Chair, Town of Needham School Committee

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Chair, Town of Norwood School Committee

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Chair, Town of Sharon School Committee

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Chair, Town of Sherborn School Committee

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Chair, Town of Walpole School Committee

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Chair, Town of Wayland School Committee

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Chair, Town of Westwood School Committee

\_\_\_\_\_  
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Signature

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

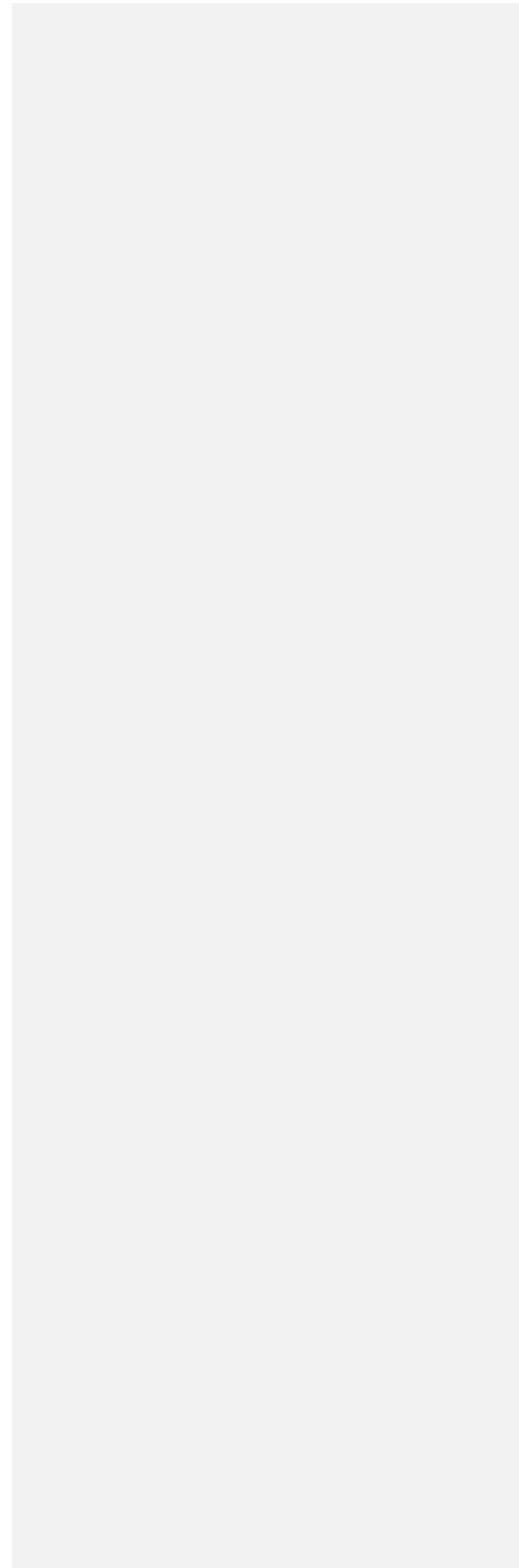


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— COOPERATIVE

**COLLABORATIVE AGREEMENT**

Effective July 1, 2025

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The School Committees of Canton, Dedham, Dover, Dover/Sherborn, Framingham, Holliston, Hopkinton, King-Philip Regional, Medfield, Medway, Millis, Natick, Needham, Norwood, Sharon, Sherborn, Walpole, Wayland and Westwood, Massachusetts, (hereinafter referred to as “Member Districts”), acting for and on behalf of said Towns and Regions respectively, enter into this Collaborative Agreement (hereinafter referred to as “Agreement”) for the purposes authorized by M.G.L. c. 40, § 4E which includes the formulation and provision of educational programs and services on a collaborative basis among the Member Districts. This Agreement and any subsequent amendments hereto, shall not take effect unless and until approved by the school committees of the Collaborative’s member districts and approved by the Massachusetts Board of Elementary and Secondary Education (referred to as “BESE”), upon recommendation by the Commissioner of the Department of Elementary and Secondary Education (“Commissioner”).

After the approval of the Member Districts and BESE, this Agreement will replace the original Agreement, dated 1979-80, and most recently amended June 20, 2020, and will become effective upon July 1, 2025.

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## ARTICLE I – MISSION, OBJECTIVES, FOCUS AND PURPOSES

### A. Mission Statement

The Education Cooperative (hereinafter referred to as “TEC”) actively develops and coordinates educational and organizational programs to meet the needs of member communities and their students.

### B. Objectives

The overall objectives of TEC include:

1. To enhance and expand learning opportunities to meet the diverse needs of all students;
2. To enhance and expand professional development that meets and anticipates Member Districts’ needs;
3. To strengthen our relationships and partnerships with member and non-member communities, and
4. To improve our ability to provide proactive support to TEC programs.

### C. Focus/Purposes

Notwithstanding any other provision of these articles, TEC is organized exclusively for educational purposes, as specified in Section 501 (c) (3) of the Internal Revenue Code, and shall not carry on any activities not permitted to be carried on by any entity exempt from Federal income tax under said code. No substantial part of the activities of TEC shall be carrying on of propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

TEC does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, disability, or sexual orientation and ensures that all students have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of study. TEC is an Equal Opportunity Employer. This Agreement will permit TEC to focus on the continuation of programs and services supplied under previous Agreements among the Member Districts. Said programs and services supplement and strengthen the education programs and services offered by each Member District. The cost-savings aspects of said programs and services include the effective apportionment of expenses and budgetary items among all participants. These expenses would be significantly greater for each Member District if it were required to establish and fund each program and service individually.

## ARTICLE II – GOVERNANCE

### A. Name

The entity hereby established shall be known and referred to as The Education Cooperative, a Massachusetts Educational Collaborative established under the authority of M.G.L. c. 40, § 4E, as amended.

### B. Formation and Duties of TEC Board

All programs conducted pursuant to this Agreement shall be approved, undertaken and administered by an Education Collaborative Board, which shall be known as the Board of Directors of The Education Cooperative (hereinafter referred to as “the Board”). The Board’s membership shall consist of one school committee representative or Superintendent from each Member District (hereinafter referred to as “appointed representative(s)”). Each appointed representative ~~will be annually appointed and~~ will have one (1) vote. In addition, the Commissioner shall appoint an individual to serve as a liaison from the ~~Department of Elementary and Secondary Education (hereinafter referred to as~~ “DESE”) to the Board. ~~Appointed representatives shall not delegate their powers or send a representative in their~~ place as a voting member.

The Board shall manage TEC and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of TEC. The Board shall be vested with all authority and responsibilities provided to it by M.G.L. c. 40, § 4E and 603 CMR 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

1. It is the function and responsibility of the Board to formulate and maintain policies for TEC, including but not limited to policies relative to personnel, students, finance and internal controls, and health and nursing, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.

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The Education Cooperative  
Collaborative Agreement  
Effective July 1, 2025

2. The Education Cooperative shall be a public entity.
3. The Board shall be responsible for:
  - a. ensuring adherence to this Agreement and progress toward achieving the purposes and objectives set forth in the Agreement;
  - b. determining the cost-effectiveness of programs and services offered by TEC;
  - c. determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages, in accordance with Article VIII; and
  - d. approving all borrowing and the purchase and sale of real estate in accordance with Article VIII.
4. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
5. The Board is a public employer, shall hire all employees of TEC, 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, M.G.L. c. 74, 603 CMR 4.00, and all acts and regulations amendatory thereof.
6. The Board shall hire an Executive Director to oversee and manage the operation of TEC; a Business Manager, or an employee with responsibilities similar to those of a town accountant, to oversee TEC finances; at least one school nurse to support TEC programs; and a Treasurer, who shall annually give bond consistent with the requirements of M.G.L. c. 40, § 4E. The 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 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. The Board shall review the Executive Director's and Treasurer's performances annually.
7. The Board shall be vested with the authority to enter into agreements with Member and Non-Member Districts, or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
8. The Board shall be responsible for ensuring that any borrowing, loans, or mortgages is cost-effective, necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its Member Districts, and consistent with the terms of this Agreement, including the provisions of Article VIII.
9. Each appointed representative must ~~complete the~~ training required by DESE, as outlined in M.G.L. c. 40, § 4E, 603 CMR 50.05, and 603 CMR 50.12(3). Should an appointed representative fail to complete the required training within the timelines set in law and regulations, the Member District shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The Member District shall become an active member and voting rights shall be reinstated once the appointed representative completes the training ~~or a new representative is appointed.~~
10. Each appointed representative shall be responsible for providing timely information and updates to its appointing Member District(s) on TEC activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2), and for providing other information as required or requested.

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11. Appointed representatives shall be public employees subject to M.G.L. c. 268A. No appointed representative shall serve on the board of directors or as an officer or employee of a related for-profit or non-profit organization, as defined in M.G.L. c. 40, § 4E, as most recently amended. The Executive Director, Treasurer, and Business Manager shall not serve as an appointed representative, or as an officer, or employee of any related for-profit or non-profit organization. No employee of an educational collaborative shall be employed at any related for-profit or non-profit organization.
12. The Board shall ensure that an annual report for the preceding fiscal year be prepared, and upon approval by the Board and no later than January 1 of each year, submit such report to the Commissioner and the chair of each member district.
13. The Board shall establish and maintain an internet website in accordance with M.G.L. c. 40, § 4E, which shall include, at a minimum:
- a list of the appointed representatives on the Board;
  - copies of the minutes of open meetings held by the Board;
  - a copy of the Agreement and any amendments;
  - a copy of the Annual Report and Annual Independent Audit required by M.G.L. c.40, § 4E, and 603 CMR 50.08; and
  - contact information for key TEC staff members.

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### C. Authority to Contract

With the approval of the Board, the Executive Director may contract for the purchase of supplies and materials and for the services of such persons as it deems necessary in order to carry on its functions. The Executive Director, acting on behalf of and with approval of the Board, may contract with corporations, individuals, associations, agencies, and/or any other entities in order to obtain and provide services for a Member District(s).

The Board may apply, through an appropriate vote, for state, federal, corporate or foundation grants, and may enter into contracts to obtain the funds necessary to carry out the purpose for which TEC was established.

### D. Meetings and Notice

The Board shall hold at least six (6) meetings per fiscal year. A “fiscal year” is defined as the period commencing July 1 and ending the following June 30. Notice of each Board meeting and agenda shall be provided in accordance with the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25, and posted on the TEC website. All meetings shall be subject to such Open Meeting Law. Duplicate notice of such meetings shall be sent to the appointed representatives of each Member District at least three (3) days, with the exclusion of Saturday, Sunday and holidays, before such meeting, unless such meeting shall have been scheduled by the Board at a previous meeting and notice of such scheduling shall have been given to all appointed representatives absent. The Executive Director, or designee, will act as Executive Secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.

E. Minutes

Minutes of each Board meeting will be taken in accordance with the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25. Minutes will be approved by the full Board at an open meeting and then posted on the TEC website.

F. Quorum

A majority of the appointed representatives serving on the Board shall constitute a quorum for all purposes.

G. Minimum Vote for Action

The affirmative vote of the majority of the appointed representatives present at any meeting of the Board shall be required to decide any question, including the adjournment of a meeting.

H. Board Officers

The Board shall annually organize itself by electing a Chairperson, and Vice-Chairperson by a majority vote of the appointed representatives present at the first Board meeting of the year. The Chairperson, by vote of the Board, may appoint subcommittees as needed to make recommendations to the Board concerning policies. These subcommittees shall be subject to Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25.

I. Compliance with Policies of the DESE

It is the intention of this Agreement to fully comply with the policies and procedures of DESE, in accordance with 603 CMR 50.00.

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J. Compliance with M.G.L. c. 40, § 4E

It is the intention of this Agreement to fully comply with M.G.L. c. 40, § 4E.

## ARTICLE III – BUDGETS

A. Annual Budget Preparation and Assessment of Costs

1. The Board shall annually determine the collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, § 4E, regulations promulgated by BESE, and this Agreement.
2. By March 31 of each year, the Board shall propose a budget for the upcoming fiscal year. The budget shall identify all of the programs or services to be offered by TEC in the upcoming fiscal year and the corresponding costs.
3. The budget shall contain all planned financial activity for the upcoming fiscal year and support TEC's mission



statement, and long and short-range goals.

4. Expenditures from grant funds, trust funds and other funds not designated as general funds that, by law, may be expended by the Board without further appropriation shall be segregated in the budget.
5. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve.
6. The budget shall be classified into such line items as the Board shall determine, but shall, at a minimum, delineate amounts for operating expenditures, including, administration, instructional and rental expenses and capital expenditures, including debt service payments and deposits to capital reserve.
7. The budget shall include the methodology used to determine tuition prices for students from Member and Non-Member Districts as well as the methodology to determine fees for services and membership dues. Non-Member District tuitions will be set at no more than 30% above the Member District tuitions as determined by the Board annually during the budget process. This surcharge will be used, in addition to the Member District assessment, to offset the total administrative cost of TEC. All tuitions and fees will be based on the total cost of providing TEC's programs, including administration, divided by the number of students or users expected to enroll in each program or service.
8. As applicable, capital costs shall be included in the budget and built into the total costs of the programs. Capital costs will be built into the tuition(s) and/or fee(s) of the program(s) and/or service(s) that will benefit from the capital expenditure.
9. Membership dues, if assessed, shall be assessed to each Member District on July 1st of each year. The amount will be assessed based on a set amount shared equally amongst all member districts as determined by the Board. This set amount will be reduced based on the pro rata population of the total number of TEC Member District special education students in TEC programs on December 1st of the previous year and as determined annually by a majority vote of the Board. The membership dues, in addition to the Non-Member District surcharge, will offset the total administrative cost of TEC.

#### B. Presentation to Board

The proposed budget shall be presented at a public meeting and notice shall be provided to each Member District ten (10) working days before the date of the Board meeting at which the proposed meeting will be discussed.

#### C. Board Approval

At a Board meeting at least ten (10) working days following the Board meeting at which the budget was first proposed, the Board shall approve, by at least majority vote, the budget for the upcoming fiscal year. Notice of the Board meeting will be given to each Member District and the public, consistent with the Open Meeting Law, and no less than ten (10) working days before the date of the Board meeting.

D. Transmitting the Budget and Payment Terms

1. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues, payment terms, and fees for services for the upcoming fiscal year to each Member District no later than June 30th of the preceding fiscal year.
2. The Collaborative shall submit invoices to all districts for services and tuitions on a quarterly basis. Invoices will be mailed thirty (30) days prior to payment being due.
3. Membership dues will be invoiced annually on July 1st.
4. Fees for services, dues and tuitions shall be paid within thirty (30) days from invoicing.

E. Budget Amendments

All budget amendments shall be proposed at a public meeting of the Board. Any amendment that does not result in an increase in tuition rates, membership dues, or fees for services shall be approved by the Board by a majority vote. Any amendment to the budget that results in an increase in the tuition rates, membership dues, or fees-for services shall be:

1. Reported to the Member Districts by the appointed representative for the Member District within ten (10) working days of the public meeting at which the amendment was first proposed;
2. Voted on by the Board at a second public meeting of the Board no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; and
3. Adopted by a majority vote of the Board.

F. Transmittal of Budget Amendment

The Treasurer shall certify and transmit amended tuition rates, membership dues and fees for services to each Member District no later than ten (10) working days following the majority affirmative vote by the Board.

G. Procurement of Goods and Services

TEC is subject to M.G.L. c. 30B for the procurement of goods and services.

## **ARTICLE IV – PROGRAMS AND SERVICES**

A. Educational Programs

TEC shall provide educational programs and services which shall complement and strengthen the school programs of Member Districts and increase educational opportunities for children when it is determined that such programs and services can most effectively and/or economically be provided on a collaborative basis. In addition, TEC will continue to increase and expand its level of service in general education, occupational-vocational education, staff development and training, educator licensure programs, cooperative purchasing, online teaching and learning, and research and

development of innovative programs, consistent with M.G.L. c. 40, § 4E. TEC shall provide educational programs for special education students and may offer other programs and services as the Board may deem appropriate, consistent with M.G.L. c. 40, § 4E.

**B. Coordinating Services**

TEC shall provide such other coordinating services as permitted by applicable law and regulations, and as the Board may establish to be in the best interest of the Member Districts.

**C. Services to Non-Member Districts**

TEC shall offer educational or training programs or related services to selected non-Member Districts on an individual contract basis; provided, however, such educational or training programs or related services shall not result in an additional cost to any Member District.

**D. New Programs**

The Board may authorize the Executive Director the power to add new programs to meet specific needs of Member Districts that arise during the fiscal year, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.

**ARTICLE V – CONDITIONS OF MEMBERSHIP**

**A. Attendance at Board Meetings**

Each appointed representative is expected to attend every Board meeting. In the event that an appointed representative is not able to attend, he/she shall notify the Executive Director or his/her designee of the absence. If the appointed representative misses one-half of the meetings within a fiscal year, the Board will notify the respective Member District. The school committee of the Member District will determine if a new appointed representative should be appointed to ensure representation on the Board.

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.

No appointed representative shall receive an additional salary or stipend for his/her service as an appointed representative.

No appointed representative shall delegate his/her powers, or send a representative in his/her place as a voting appointed representative, and no Member District shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the Member District is replacing the appointed representative with that individual.

**B. Removal**

In the event that membership dues have not been paid and/or a Member District has in some way failed to meet the terms of this Agreement, written notice of possible suspension of voting rights shall be sent to the Member District by the Executive Director, on behalf of the Board. The Member District will have 45 calendar days from the date of the notice to respond in writing to the notice and resolve the issue(s) noted. In the event the issue(s) remains unresolved beyond the 45-day notice, the Board may suspend the voting rights of the Member District by a majority vote.

**ARTICLE VI – DURATION, TERMINATION, WITHDRAWAL AND NEW PARTICIPATION**

**A. Effective Date of this Agreement**

This Agreement shall become effective on July 1<sup>st</sup> after the approval of the Member Districts' School Committees, Member charter school boards and the BESE. This Agreement shall be effective following all requisite approvals and shall continue thereafter until such time as it is amended. No agreement or subsequent amendment shall take effect unless and until approved by the Member Districts and by the BESE, upon the recommendation of the Commissioner.

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**B. Method of Termination of TEC**

1. A Member District may request that the Board initiate proceedings to terminate this Agreement by giving notice to all other Member Districts and the Executive Director at least twelve (12) months before the end of the intended final year.
2. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate TEC, determine next steps and notify DESE.
3. A unanimous vote of the Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all Member Districts within ten (10) working days of such vote.
4. The Agreement shall be terminated at the end of any fiscal year following a unanimous vote in favor of termination by the school committees and/or charter school boards of the Member Districts.
5. The Agreement shall only be terminated at the end of a fiscal year.
6. Any vote to terminate TEC must be taken no less than one hundred eighty (180) days prior to its intended effective date.
7. The Executive Director shall notify the Member Districts, the Commissioner and DESE in writing at least two hundred twenty (220) days before the intended effective date of termination.
8. Following the affirmative votes of the Member Districts to terminate the Agreement, a final independent audit will take place and will be provided to all appointed representatives and Member Districts as well as to

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the Commissioner, including an accounting of assets and liabilities (debts and obligations) of TEC and the proposed disposition of same.

9. Following the affirmative vote of the Member Districts to terminate the Agreement, the Board shall notify the Commissioner of the official termination date of TEC, and shall submit the documentation required by 603 CMR 50.11 to the Commissioner.
10. Prior to termination, the Board shall:
  - a. determine the fair market value of all assets for TEC, including, but not limited to, real estate, capital property, equipment and supplies owned by TEC;
  - b. determine the process for the appropriate disposition of federal/state funds;
  - c. identify the Member District responsible for maintaining all fiscal records;
  - d. identify the Member District responsible for maintaining employee and program records;
  - e. ensure records relating to individual students are returned to the sending school districts;
  - f. determine the means of meeting all liabilities (debts and obligations) of TEC, including obligations for post-employment benefits. All liabilities must be met by TEC before any monies are distributed to Member Districts; and
  - g. ensure the appropriate disposition of all assets of TEC, including any unencumbered funds held by the Collaborative, and any capital property and real estate owned by TEC. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the Member Districts on a pro-rata basis based on the students enrolled in each district during the most recently completed fiscal year.
11. Should the DESE revoke and/or suspend the approval of the Agreement, the Board will follow all instructions from the Commissioner, and Sections VI.B.8-11, inclusive, shall be implemented to the extent these procedures are consistent with the order of the DESE terminating the Agreement.

### C. Withdrawal From this Agreement

Any Member District may withdraw from the Agreement as of July 1 by giving written notice by ~~July 1st~~ of the prior fiscal year. Said withdrawal notice shall be sent to the following: (1) the Chair of the School Committee of each participating Member District; (2) the School Superintendent of each Member District; (3) the Executive Director; and (4) the Board. Said withdrawal notice must also include the following: (1) Notification addressed to the chair of the Board and the Executive Director that the Member District has voted to withdraw from TEC with the effective date of withdrawal; and (2) A copy of the minutes from the school committee or charter school board meeting in which the Member District voted to withdraw from TEC.

Within thirty (30) days of notification of a Member District's intent to withdraw from TEC, the Executive Director must provide written notification of such intent to the Commissioner. An amendment shall be prepared in accordance with Article VIII to reflect changes in the Agreement caused as a result of the change in membership of TEC. The

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Board must approve this amendment reflecting said withdrawal by a majority vote.

In order to be effective on July 1 of a fiscal year, the amendment must be approved to reflect the withdrawal of any Member District by the Member Districts and by the BESE by April 30 of the prior fiscal year.

Upon withdrawal, a former Member District shall not be entitled to any assets or a portion of any assets of TEC, 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 Board.

The withdrawing school committee or charter school board must fulfill all of its financial obligations and commitments to TEC. A school committee or charter school board that has withdrawn from TEC will continue to be liable to TEC for its pro-rata share of any debts, claims, demands, or judgments against TEC, including obligations for post-employment benefits, incurred during the period of said school committee's or charter school board's membership, based on the number of students enrolled in the district during the last full fiscal year of membership.

Upon withdrawal, the withdrawing district will be reimbursed any funds prepaid to TEC by the Member District for tuition or services under M.G.L. c. 40, § 4E. The withdrawing district will not be reimbursed any surplus funds, if available.

The withdrawal of any Member District(s) at any time shall not affect the status of the Agreement and the same shall remain in full force and effect until specifically changed or amended by the Board, and approved by the Member Districts and the BESE.

If, after the withdrawal of a Member District(s), less than two Member Districts remain, the Board will initiate termination proceedings as provided in this Article.

#### D. New Member Districts

A school district, through its school committee, or charter school board, may become a member of TEC consistent with the following terms:

1. At least 180 days prior to the beginning of a new fiscal year, the prospective Member District shall submit to the Chair of the Board and the Executive Director of TEC notification of intent to join TEC and a copy of the school committee/charter school board minutes that indicates an affirmative vote of the committee/charter school board to seek membership in TEC.
2. Upon receipt of the prospective Member District's notification of intent to join TEC and the minutes, the Board will consider the request.

3. Upon a majority vote of the Board, the Agreement may be amended to add the new Member District.
4. The Agreement shall be amended consistent with Article XI.
5. The authorizing votes of the Member Districts' school committees may provide for the deferral of the admission of a new Member District until July 1 of the subsequent fiscal year.
6. The admission of a new Member District to TEC shall become effective only after the execution and delivery by the current Member Districts 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 by the BESE.
7. A school committee or charter school board may be admitted to TEC as of July 1st of any fiscal year provided that all required approvals, including that of the BESE, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new Member District is to be admitted to TEC.
8. Following the final approval for admission to the collaborative and continuing until the actual date of such admission, the school committee may designate a non-voting representative to the Board of Directors.

## ARTICLE VII – THE COLLABORATIVE FUND

### A. The TEC Fund

The Board shall establish and manage a fund to be known as The Education Cooperative Educational Collaborative Fund (hereinafter referred to as "the TEC Fund"). The TEC Fund is to be subject to the terms and conditions herein and as said Board shall determine.

### B. Financial Accounting for TEC Fund

TEC shall maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards board and any supplemental requirements prescribed jointly by the Commissioner and the Department of Revenue, in consultation with the state auditor. At a minimum, the financial accounting system shall delineate:

1. administration and overhead;
2. rental of real property;
3. program costs;
4. capital expenditures, including fixed assets, real property or the improvement of real property;
5. debt payments;
6. deposits into a capital reserve; and
7. all additional disclosures required in 603 CMR 50.08(2).

The TEC Fund shall be the depository of all monies paid by the Member Districts and Non-Member Districts, and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations,

or any other source; all such monies shall be paid directly to the Board and deposited in the TEC fund in compliance with M.G.L. c. 40, § 4E.

### C. Financial Statements of TEC Fund

The Board shall ensure that TEC annually, no later than January 1 of each year, prepares financial statements, including:

1. a statement of net assets (government-wide);
2. a statement of activities (government-wide);
3. a governmental funds balance sheet;
4. a governmental funds statement of revenues, expenditures, and changes in fund balance;
5. a general fund statement of revenues, expenditures and changes in fund balance, budget and actual;
6. a statement of fiduciary net assets;
7. a statement of changes in fiduciary fund net assets; and
8. a capital plan identifying current capital obligations or future planned capital projects.

### D. Independent Audit

The Board shall ensure that an independent audit is completed annually, and, upon the approval by the Board and no later than January 1 of each year, submit the audit report for the preceding fiscal year to the chair of each Member District, ~~DESE~~ and the State Auditor.

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### E. Treasurer

The Board shall appoint a Treasurer upon such terms and conditions, including compensation for his services, as the Board may determine. The Treasurer may, but need not necessarily be, the Treasurer of a Member District. ~~No~~ member of the Board shall be eligible to serve as Treasurer. The Treasurer shall give bond annually for the faithful performance of his duties as Treasurer in a form approved by the Department of Revenue and in such sum, not less than the amount established by said Department of Revenue, as shall be fixed by the Board.

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The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to TEC without further appropriation.

The Treasurer may make appropriate investments of the money of TEC consistent M.G.L. c. 44, § 55B. All payments and investments must be approved by a majority vote the Board.



## ARTICLE VIII – BORROWING, LOANS AND MORTGAGES

### A. Process to Borrow Funds

TEC, by an appropriate vote of the Board, may borrow money or enter into short- or long-term agreements or mortgages, provided that all borrowing, loans and mortgages shall be discussed at a public meeting of the Board and the following terms shall apply:

1. the 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;
2. the Board shall determine, at a public meeting, through a majority vote, that the terms related to borrowing, loans and mortgages are cost-effective, in the best interests of TEC and its Member Districts, consistent with the terms of the Agreement, consistent with standard lending practices, and are the most favorable available at the time of the application; and
3. the 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 TEC is established.

### B. Real Property

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

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

## ARTICLE IX – SURPLUS FUNDS

Unexpended general funds, as defined in 603 CMR 50.00, at the end of the fiscal year, plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.

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 trust in accordance with M.G.L. c. 32B, § 20, and any amounts prepaid for services or tuitions in accordance with M.G.L., c. 40, § 4E.

The Board will retain no more than 25 percent in cumulative surplus.

On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve, by majority vote, the final dollar amount of the cumulative surplus.

The Board shall annually determine whether such surplus funds are within the established 25 percent limit, and whether the funds will be retained by TEC or whether all or some portion will be refunded to the Member Districts.

In the event an amount is to be refunded to the Member Districts, each Member District share will be apportioned in accordance with the average student membership enrolled at TEC from each district during the most recently completed fiscal year.

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## ARTICLE X - CAPITAL RESERVE

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The Board may create a capital reserve fund to support costs associated with the acquisition or improvement of fixed assets, including real property, with a unit cost of \$5,000 or greater and a useful life of one year or more.

Similar items purchased together or items to be used as one system, which total \$5,000 or greater in aggregate, should also be capitalized.

In order to create a capital reserve fund

- a. a capital plan must be developed and approved by the Board;
- b. 2/3 vote of the Member Districts must approve the establishment of the capital reserve fund; and
- c. the request for approval must state the reason for the reserve and a limit on the balance that may be held in the reserve. 603 CMR 50.07 (10).

Deposits and expenditures from the capital reserve fund must be included in the budget and may be used only for the project or purpose stated in the capital plan.

## ARTICLE XI – AMENDMENT AND SEVERANCE

### A. Amendment

Any voting appointed representative, Member District, or the Executive Director may propose an amendment to the Agreement. The proposed amendment shall be presented in writing to the Executive Director of TEC and the Chair of the Board. Prior to the Board meeting at which the amendment is first discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives and the chairs of the school committees of the Member

Districts, with notice as to the time and place of the first reading of the proposed amendment.

Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall submit the proposed amendment to the DESE for initial review. Following DESE review, the Executive Director shall make such changes as the DESE requires. The Executive Director shall cause copies of the revised amendment to be sent to all appointed representatives and the chairs of the Member Districts with notice as to the time and place of the second reading of the amendment. The proposed amendment shall be read a second time at a Board meeting subsequent to the DESE review and revision, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment.

Following approval by the Board, the amended Agreement shall be submitted by the Chair of the Board to the Member Districts for a vote to approve the amended Agreement. Once a majority of Member Districts 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 and BESE for approval. No amendment to the Agreement shall be effective until approved and authorized by a majority of the Member Districts and by the BESE. Member Districts shall not delegate the authority to approve agreements or amendments to the Agreement to any other person or entity.

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**B. Severance**

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.

This Agreement will take effect on July 1, 2025, following all required votes of approval as listed on the signature pages of this document, and the Commissioner, on behalf of the Massachusetts Board of Elementary and Secondary Education, no later than April 30, 2025.

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IN WITNESS WHEREOF, the School Committees of the Member Districts, acting for and on behalf of the Member Districts, and the Commissioner, on behalf of BESE, in approval of this Agreement and in acknowledgement of receipt of a copy hereof, have all hereunto set their hands and seals on the respective dates hereinafter indicated.

Approved by the Commissioner on behalf of the Board of Elementary and Secondary Education

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Commissioner of Elementary and Secondary Education

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Date of Approval

Approved by school committees:

Chair, Town of Canton School Committee

\_\_\_\_\_  
Print Name

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Signature

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

Chair, Town of Dedham School Committee

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Chair, Town of Dover School Committee

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Chair, Town of Dover-Sherborn School Committee

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Chair, City of Framingham School Committee

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Chair, Town of Holliston School Committee

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Chair, Town of Hopkinton School Committee

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Chair, King-Philip Regional School Committee

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Chair, Town of Medfield School Committee

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Chair, Town of Medway School Committee

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Chair, Town of Millis School Committee

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Chair, Town of Natick School Committee

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Chair, Town of Needham School Committee

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Chair, Town of Norwood School Committee

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Chair, Town of Sharon School Committee

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Chair, Town of Sherborn School Committee

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Chair, Town of Walpole School Committee

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Chair, Town of Wayland School Committee

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Chair, Town of Westwood School Committee

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

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**ITEM TITLE:** Non Rep Schedule Revote

**DATE:**

**ITEM TYPE:**

**ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**RECOMMENDATION:**

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**ITEM TITLE:**

TEC Vote

**DATE:**

**ITEM TYPE:**

**ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**RECOMMENDATION:**

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