

Harvard Public Schools
14 Massachusetts Avenue, Harvard, Massachusetts 01451

School Committee Meeting

January 13, 2020

6:15 PM

Upper Town Hall

1. Call to Order and Read the Vision Statement (6:15)
2. Public Commentary (6:17)
3. Student Report (6:20)
4. Field Trip/Grant Approval; Vote (6:25)
5. Curriculum Update: Engineering (6:30)
6. Superintendent Update (7:00)
7. Side Letter with HTA for Start of Year Change; Vote (7:15)
8. Ramp Study Final Payment; Vote (7:25)
9. Goals Review (7:30)
10. School Building Update (7:45)
11. Town and Annual Report Assignment (7:50)
12. Science Fair Judging (7:55)
13. Agenda Items (8:00)
14. Approval of Meeting Minutes (8:05)
15. Liaison/Sub-committee Reports (8:10)
16. Public and School Committee Commentary (8:15)
17. Executive Session (8:20) ; pursuant to Massachusetts General Laws Chapter 30A section 21 (a) and (3) for the following purposes:
 - (a) To discuss strategy with respect to and in preparation for collective bargaining with Harvard Teachers' Association because an open discussion may have a detrimental effect on the bargaining position of the Committee.

Materials: Curriculum Update, Field Trip Forms, Grants, Superintendent Report, Minutes, Case Agreement, Goals Update, Invoice for Ramp Study

Vision Statement: The Harvard Public Schools Community, dedicated to educational excellence, guides all students to realize their highest potential by balancing academic achievement with personal well-being in the pursuit of individual dreams. The students engage in learning how to access and apply knowledge, think critically and creatively, and communicate effectively. They develop the confidence and ability to understand diverse perspectives, collaborate, and contribute to their local, national, and global communities.

Out of State/Overnight Field Trip Request Form

Advisor(s): Cynthia Fontaine, Joanne Williams

Grade Level(s) of Students Attending Trip: 9-12

Trip Destination: Cambridge, MA - 46TH ANNUAL HARVARD NATIONAL FORENSICS TOURNAMENT 2020 — Cambridge, MA/US

Homewood Suites, 1 Massachusetts Avenue, Arlington, MA 02474 -- \$199

All-suite hotel. Breakfast, internet, and wifi included. Easy access to Harvard via the #77 Bus.

Each room houses six students

Date of Departure: Friday, February, 14

Time of Departure: evening

Date of Return: Monday, February, 17

Travel Company (if applicable): Own Travel, All participants are arriving on their own.

Name of Contact Person: Cynthia Fontaine

Address: 5 Reagan Avenue, Franklin, MA

Phone: 508 740 2314

Cost of Trip: Joanne Williams will have the costs of the event pre-paid. The hotel information is above and food will be paid by each debate member.

Plan to address overnight stipend for professional staff: Not Applicable

Deposit Method and Due Dates:

Date of Parent Meeting(s): We will be corresponding with parents via email when the teams and members participating are all set.

Field Trip Step 1B

Please fill in the information on the backside of this sheet. Please remember to fill out the regular Field Trip Information Form as well prior to departure.

Directions: Complete the information requested below. Please include information about the history of the proposed field trip (if relevant) and travel documents (if necessary). You may attach additional sheets.

All faculty chaperones must fill out the two disclosure forms (1b and 14d) required by Massachusetts General Law. These two disclosure forms must be submitted with this sheet, and are available in the Main Office.

Purpose of Field Trip:

The event runs through three full days and participants must be there first thing in the morning and throughout the day.

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All-suite hotel. Breakfast, internet, and wifi included. Easy access to Harvard via the #77 Bus

Each room houses six students.

Trip Itinerary: I am happy to send in a more detailed itinerary as it becomes available. Each participant's times will vary depending on the group they are in. Parents will be judges and I will be there to oversee the event for the students.

Superintendent's Update
January 13, 2020

I. Calendar Considerations for the FY21 School Year

Standard II: Management and Operations

The calendar committee has met and discussed some particular differences with next year's calendar related to the move into the new elementary school. I have also met with the HES faculty to collaborate on their needs related to the move. They would like to potentially pursue a side letter of agreement to start the school year earlier than described in the existing teachers' contract. I would like to review the reasons with the School Committee tonight.

II. CASE Agreement Changes

Standard IV: Professional Culture

As one of the member districts, we are required to vote on any changes to the CASE agreement. There are three updates proposed by the Executive Director and the CASE Board members; extending the notice of withdrawal, non-discrimination addition, and extending the notice of withdrawal from transportation services.

CASE currently transports 447 students for 11 of the CASE districts. There are 13 Harvard/Devens students included in this total. Two years ago Maynard pulled out of the transportation services and Lincoln High School district has provided notice of withdrawing their 23 students at the end of this year. The longer notification being proposed will help with the staffing changes, vehicle planning, and financial impacts for the remaining districts.

Transportation enrollment by district	
A/B	143
Bedford	23
C/C	34
Carlisle	8
Concord	48
Harvard	13
L/H	23
L/S	50
Lincoln	8
Littleton	30
Sudbury	67
Total	447

CASE's current enrollment stands at 105.

TOWN REPRESENTATION

- Acton-Boxborough = 17.5
- Bedford = 2
- Carlisle = 2
- Concord = 8
- Concord/Carlisle = 0
- Harvard = 5
- Lincoln = 15
- Lincoln/Sudbury = 8
- Littleton = 7
- Maynard = 3
- Sudbury = 2
- MEMBER TOWNS = 69.5
- NON-MEMBER TOWNS = 35.5
- TOTAL = 105**

III. Two Retirements in December

Standard II: Management and Operations

We recognized two retirees in December. Cindy Waite, the administrative assistant at Bromfield, and Catherine Polis, the Special Education Coordinator at Bromfield retired as of the last school day in December. Both positions were posted and then filled internally. Gayle Bruning, a prior learning assistant for 18 years, moved into the office. She has a technology background and is certified as a teacher. Erin DeCoste, a special education teacher in Harvard for 7 years, became the new

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coordinator on an interim basis. Both employees have smoothly transitioned into their new positions thanks to the time spent with the retirees in the weeks preceding the changes.

IV. Collaboration on Programing

Standard IV: Professional Culture

Willy, Nicky and I met to discuss future collaborations between the schools programing and Five Sparks. Discussions included using the space for staff trainings, displays of student/staff art, teacher led courses, and more. We will continue to brainstorm ways to benefit the community by partnering together.

V. Touring the Bromfield School

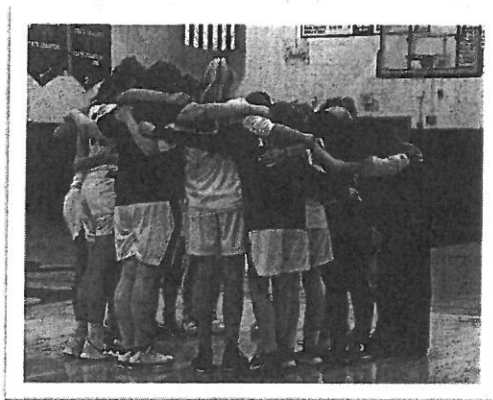
Standard II: Management and Operations

Prior to and following the last CPIC meeting I gave tours of the Bromfield School to several members of CPIC and the Press. We looked specifically at the capital improvement areas such as the middle school ramp, locker rooms, and guidance suite. I also showed them the end result of prior projects such as the cafeteria improvements and the bleachers. I would be happy to provide a similar tour of the building to School Committee members at your convenience.

VI. Honoring a Community Member

Stanadard IV: Professional Culture

Several events were held to honor Ed Frackiewicz. The girls' varsity team acknowledged Ed's impact on the team and their support of Callie with a moment of silence before the first home game. The athletes wore black bands on their uniforms. Ed's wife and son were in the audience to witness the honoring and to see Callie's high scoring contribution to a special win for the team. The other event is a celebration for the community to be held in the TBS gym on Saturday evening. Scott has been asked to MC the evening, and Chef Paul will help with the refreshments.



Girls' Varsity Basketball Team Supporting Callie

VII. Start Time

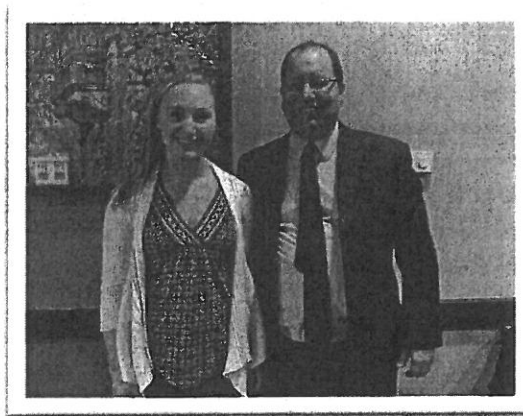
Standard IV: Professional Culture

The committee met to review the survey data and feedback from parent forums. Plans are underway to gather further input from students and staff. An evening public forum with a panel discussion will take place in February. It has become clearer that waiting a full year is best for family planning, budget considerations, and safety with the construction project.

VIII. Worcester County Scholar's Program

Standard IV: Professional Culture

Scott Hoffman and I shared a special luncheon, hosted by the Worcester County Superintendents, with Eliza Toll, this year's Scholar Program honoree. Eliza is a gifted athlete and high achieving student who demonstrates the quality of character and skills described in our Vision for a Harvard School District student. Congratulations, Eliza!



Eliza Toll and Scott Hoffman

IX. Snow Days and Delays

Standard II: Management and Operations

So far this winter we have had three snow days and one delayed opening (12/2, 12/3, 12/17 – closed; 12/11 – 2 hour delay). At this point, our last day of school will be June 18th. There are two more snow days built into the calendar.

The decision to close school is made in consultation with our Facilities Director, DPW, and leaders from other districts. On a typical storm event Jon and I will consult the day before on his plan for his crew. The superintendents from 20+ area districts will begin our e-mail consultation. We will all monitor multiple weather prediction sites.

On the day of the storm, I will communicate early with Jon on the conditions, progress of the snow removal, and safety concerns. I will communicate with Ron Gilbert from the DPW on overall town

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road conditions and anticipated issues. These conversations occur while simultaneously reviewing weather forecasts and watching the e-mail chain between superintendents as they share their pending decisions.

Once our decision is made, I e-mail the superintendents' group and the leadership team in Harvard. I post the decision on Twitter and prepare the voice message that will go out to all of the families and staff. My aim is to have the voicemail go out as close to 5 AM as possible, giving staff and families as much time as possible to plan out their day with the changed schedule. My final communication is on our Facebook page. Meanwhile, Mary takes care of posting the decision to the TV stations.

CONCORD AREA SPECIAL EDUCATION (CASE COLLABORATIVE)

AGREEMENT

- I. **Preamble.** The School Committees of the Towns of Bedford, Carlisle, Concord, Harvard, Lincoln, Littleton, Maynard, Sudbury, the Acton-Boxborough Regional School District, the Concord-Carlisle Regional School District, and the Lincoln-Sudbury Regional School District (hereinafter, "member school committees") enter into this agreement (hereinafter, "the Agreement") to establish and operate an educational collaborative under the provisions of Section 4E of Chapter 40 of the General Laws and 603 CMR 50.00, as they both are amended from time to time. This Agreement supersedes the previous agreement most recently amended on June 30, 2010, and will be effective upon the approval of the member school committees and the Board of Elementary and Secondary Education (hereinafter, BESE), as indicated on the signatory pages.
- II. **Name of Collaborative.** The Collaborative is named the Concord Area Special Education Collaborative (hereinafter, the Collaborative or CASE).
- III. **Purpose of Collaborative.** The mission of the Collaborative is to maximize the full potential of students with disabilities by promoting academically enriching and supportive environments within inclusive school communities. CASE partners with families and districts in delivering high quality, customizable, efficient, and cost-effective educational programs and services tailored to each student. The purpose of CASE is to jointly conduct regional educational programs and services on behalf of the member school committees. The education programs and services provided by CASE complement and strengthen the school programs of the member school committees and increase educational opportunities for children. The focus of these programs and services includes, but is not limited to, pre-school and early childhood programs, elementary and secondary school programs to address the needs of disabled children including, but not limited to, deaf/hard of hearing, blind and deaf/blind children, students on the autism spectrum and students with language-based disabilities, students with developmental disabilities, and programs to address students with emotional/social/behavioral disabilities. CASE also provides consultation services, professional development, and transportation and related services. The overall objectives of the Collaborative are to 1) improve the educational outcomes of students with low-incidence disabilities in the least restrictive environment, and 2) to offer all programs and services in a cost-effective manner.
- IV. **Board of Directors.** CASE shall be operated by a Board of Directors, which is composed of one school committee representative from each of the member school committees or the Superintendent of Schools of such member school committee (hereinafter, "appointed representative"), appointed annually. The Commissioner of Elementary and Secondary Education shall appoint one

person to serve as a voting member of the Board of Directors. The Board of Directors shall have as its name the Concord Area Special Education Collaborative Board of Directors (hereinafter, the Board).

Each appointed representative to the Board shall be responsible for providing information to their respective school committee in accordance with M.G.L. c 40, §4E and 603 CMR 50.04. 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. The Board shall establish policies to support the operation of CASE, and shall, from time to time, review the policies for their effectiveness and appropriateness. The Board has developed and shall develop/amend policies on personnel, students, finance and internal controls, and health and nursing.

- V. Meetings of the Board. The Board will meet at least six (6) times during the year. Board meetings are subject to M.G.L. c. 30A, §§ 18-25, the Open Meeting Law.
- VI. Voting Procedure of the Board. Each appointed representative to the Board shall be entitled to one vote. At least a majority of the appointed representatives to the Board are required to be present to constitute a quorum for the purpose of voting on items requiring Board action. Every action, decision, or vote of the Board, shall require a majority of the appointed representatives who are present.
- VII. The Powers and Duties of the Board. The Board shall employ an Executive Director who shall serve under the general direction of the Board and who shall be responsible for the oversight of the CASE programs and services and the general management and supervision of CASE personnel on a day-to-day basis. In addition, the Board shall employ a Business Manager who shall have responsibilities similar to those of a town accountant whose duties shall include those duties outlined in M.G.L. c. 41, §52 and other duties as the Board may determine and consistent with 603 CMR 50.00. The Board shall employ teachers, at least one registered nurse and other professional personnel, including a treasurer in accordance with Section XV of this Agreement, and shall enter into contracts for the services of persons who are necessary for the operation of CASE programs and services. The Board shall ensure that all employees possess the necessary and required licenses and approvals as required by M.G.L. c. 40, § 4E. The Board shall ensure that no employee of CASE is employed at any related for-profit or non-profit organization.

As further outlined in Section XII, the Board has the authority to enter into contracts for the purchase and/or leasing of supplies and materials, land, buildings, and equipment as deemed necessary by the Board to carry out the purpose for which the Collaborative is established, and which the Board has found to be cost-effective and in the best interests of CASE and the member school committees, consistent with the terms of this Agreement. The Board has

the authority to borrow money in anticipation of income for up to ninety days for the purpose of meeting ongoing payroll obligations. The Board has the authority to create, amend, and repeal all by-laws, policies, and rules for the management and operation of CASE. The Board has all other powers, responsibilities and duties as may be provided by M.G.L. c. 40, § 4E and 603 CMR 50.00, as amended, and other laws and regulations.

VIII. Segregation of Duties. There must be segregation of duties between the Executive Director, Treasurer, and Business Manager. No appointed representative on the Board shall be eligible to serve in the position of Executive Director, Treasurer, or Business Manager. No employee of CASE may serve on the Board or shall be eligible to serve concurrently in the positions of Treasurer or Business Manager, or a person with responsibilities similar to those of a town accountant (see 603 CMR 50.06).

IX. Conditions of Membership. Each member school committee is required to pay a membership fee, established annually through the budget process.

X. Budget and Apportionment of Costs. The Collaborative budget projects the cost of operations, including capital expenses, for Collaborative services in the next fiscal year. Capital is defined as fixed assets, including real property, with a unit cost of \$5,000 or more and a useful life of one year or more. Budget projections are based upon enrollment and ridership projections and trends, service requests from member school committees, and other relevant data.

The Board, after receiving a proposed budget from the Executive Director and the Business Manager, and at least ten (10) working days following a public meeting at which the budget was first discussed, shall consider and approve the final annual budget for CASE no later than March 31st of the preceding fiscal year.

The CASE membership fee is a flat rate established annually by the Board through the budget process. The membership fee is the same for all member school committees. The fee offsets, but is not intended to cover, costs related to administration and overhead. Remaining administration and overhead expenses are included in the calculation of tuition rates, transportation assessments, and other fees for services as described below.

Transportation assessments are determined by a weighted, proportional share of district ridership as of May of the preceding fiscal year to the year the budget is being developed. Each student for whom transportation is provided will be weighted according to his/her drop off destination by multiplying by the following:

- Students transported within the member school committee's town(s) receive a weight of 1.0

- Students transported to another member school committee's town(s) receive a weight of 2.0
- Students transported outside all of the member school committees' towns receive a weight of 3.0

When multiple students from the same member school committee are transported to and from the same program location at the same time, the weighting above is adjusted as follows:

- For 2 or 3 students from the same member school committee, the weighted base is multiplied by 0.8
- For 4 or more students from the same member school committee, the weighted base is multiplied by 0.7

Transportation assessments reflect the overall projected costs for services, including salaries, benefits, administration, overhead and fixed costs, capital costs, and program supplies and materials; and shall be voted by the Board annually as part of the budget process and consistent with CASE fiscal policy.

Program tuition rates and other fees for services reflect the overall projected costs for services, including salaries, benefits, administration, overhead and fixed costs, capital costs, and program supplies and materials; and shall be approved voted by the Board annually as part of the budget process and consistent with CASE fiscal policy. Expenses are calculated based upon projected enrollment and/or participation, and rates are determined by dividing the total expenses by projected enrollment and/or participation.

Non-member districts may be charged a surcharge, not to exceed twenty (20) percent over the cost for member school committees, on tuitions and other fees. The Board may waive or decrease the percentage of the surcharge charged to non-members when doing so is determined to be in the best interest of the Collaborative.

The Treasurer will certify and transmit the budget, tuition rates, transportation assessments, membership fees, and fees-for-service for the upcoming fiscal year to each member school committee no later than March 31st of the year in which the budget is approved. Once invoiced by CASE, payment from member school committees for assessments, membership fees, tuitions and fees-for-service, is due within 30 days.

All budget amendments must be approved by the Board. Budget amendments resulting in increases to tuition rates, transportation assessments, membership fees and/or fees-for-service are atypical, and only to be proposed in case of emergency. Consequently, such amendments require only notification to each member school committee one week prior to a single reading and majority vote by the Board. Following a Board vote of approval, the Treasurer will transmit

notification of the budget amendments and amended rates to member school committees within ten business days.

XI. Capital Reserve. The Board may create a capital reserve fund to support costs associated with the acquisition, maintenance, and improvement of fixed assets, including real property, pursuant to a capital plan. The establishment of a capital reserve fund shall be subject to the approval of two-thirds of the member school committees. Deposits into the capital reserve fund shall be proposed and approved through the budget process, based on needs determined in the capital plan. In the event that the purpose for which the capital reserve was created requires modification, the Board shall revise its capital plan and provide notice to all member school committees. If a member school committee does not vote to disapprove the revised capital plan within a 45 day period, that member school committee shall be deemed to have approved the revised capital plan. The amended plan shall be subject to the approval of two-thirds of the member school committees.

XII. Borrowing. As also noted in Section VII, the Collaborative, by an appropriate vote of the Board, may borrow money or enter into short- or long-term agreements or mortgages, provided that when the borrowing or short- or long- term agreements or mortgages are for the approved acquisition or improvement of real property:

- the Board shall provide notice to each member district within 30 calendar days of applying for real estate mortgages; and
- 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 the final vote is taken.

Under 603 CMR 50.04(3)(d)(3), the Board is responsible for ensuring that any borrowing, loan, or mortgage is cost-effective, is necessary to carry out the purposes for which the collaborative is established, is in the best interest of the collaborative and its member school committees and is consistent with the terms of this Agreement.

XIII. Cumulative Surplus. CASE Collaborative may retain cumulative surplus funds at the end of a fiscal year that shall not exceed the maximum percentage allowable by law and/or regulations (603 CMR 50.03(5)(b)(10)). 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 tuition or services in accordance with M.G.L. c. 40, § 4E. 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 determine whether such final dollar amount of surplus funds is within the maximum percentage allowable by law, and whether the funds will be

retained by the Collaborative or whether all or some portion will be refunded to the member school committees or credited to support programs and services offered to member school committees. In the event an amount is to be refunded or credited to the member school committees, each member school committee's share will be determined by total payments made to the Collaborative on a percentage basis during the fiscal year when the surplus was generated.

XIV. CASE Collaborative Fund. There shall be a collaborative fund into which all monies for the operation and management of CASE shall be deposited. This fund is known as the CASE Collaborative Fund, or "the fund." The fund is managed by the Board. All monies which are paid by the member school committees for the operation and management of the Collaborative shall be deposited into this fund. Likewise, all monies, grants, and gifts which the Collaborative may receive from any other sources, including non-member districts, the federal government, the state government, charitable foundations, and private corporations, shall be deposited into this fund.

XV. Treasurer. The Board shall appoint a Treasurer upon such terms and conditions, including compensation for his/her services, as the Board may determine. The Treasurer may, but need not necessarily be, a Treasurer of a member Town, or regional school district. Notwithstanding any provision to the contrary herein, no appointed representative to the Board, nor any CASE employee, shall be eligible to serve as Treasurer. The Treasurer is authorized, subject to the direction of the Board, to receive and disburse all monies of the fund without further appropriation. The Treasurer shall give bond annually for the faithful performance of his/her duties in accordance with the requirements of M.G.L. c. 40, § 4E. The Board may in its discretion pay the Treasurer compensation for services rendered. The Treasurer of CASE shall have the authority to make appropriate investments of the monies of the CASE Collaborative Fund in accordance with the provisions of Section 55B of Chapter 44 of the Massachusetts General Laws.

XVI. Amendment. Any member school committee, appointed representative to the Board, or the Executive Director may propose an amendment to the Agreement by submitting said proposed amendment to the Board in writing. The Board will consider the proposed amendment and, if approved, will forward to the member school committees for a vote. The vote of the Board will indicate the proposed effective date of the amendment. The terms and conditions of this Agreement may be amended by a three-fourths vote of the member school committees. This Agreement and any subsequent amendments are subject to the approval of the member school committees and the BESE pursuant to M.G.L. c. 40, § 4E and 603 CMR 50.03(5).

XVII. New Members. New member school committees, including charter school boards, may be added to CASE consistent with approval of the Board and subsequent to amendment of the Agreement, consistent with the provisions of

Section XVI, to reflect such membership. The applicant school committee (s) shall apply in writing for admission to CASE no later than December 31 of the fiscal year prior to the fiscal year in which the applicant school committee(s) seeks membership. The effective date for such membership shall be July 1 only if the process for amendment of the CASE Agreement has been finally approved consistent with Section XVI above. All approvals of the member school committees and the Board of Elementary and Secondary Education approval must be obtained no later than April 30 for an effective date of July 1. If the process for amendment of this Agreement has not been finalized by July 1, the new member school committee may appoint a non-voting representative to the Board until such time as the process for amendment of this Agreement has been finalized, at which time the new member school committee will have all rights of membership, including the right to vote.

XVIII. Withdrawal of a Member School Committee. Any member school committee may withdraw from CASE at the end of any fiscal year, provided that all necessary approvals have been obtained consistent with 603 CMR 50.00 et seq. and provided that the procedures for amendment of this Agreement as outlined in Section XVI have been followed. Such withdrawal needs to be effected by a written notice of withdrawal to every other member school committee, to the Executive Director and the Board at least ~~twenty-four~~ ⁽²⁴⁶⁾ months before the end of the fiscal year. In the case of such withdrawal, the withdrawing school committee shall still be responsible for outstanding payments due to the Collaborative, and no withdrawing school committee shall be entitled to any assets or surplus funds of the Collaborative. The withdrawing school committee will continue to be liable to the Collaborative for its pro-rata share, of any debts, claims, demands, or judgments against the Collaborative, incurred during said school committee's membership, in accordance with the provisions concerning the apportionment of operating costs, as noted in Section X, applicable at the time of the occurrences giving rise to the liability or expense. The withdrawal of such member school committee shall not be effective until CASE has received the approval of a majority of the member school committees and the BESE. All approvals must be obtained no later than the preceding April 30.

XIX. Termination of CASE. The Executive Director, any appointed representative of the Board or a member school committee may propose the termination of the Collaborative by submitting such a proposal in writing to the chairperson of the Board. The Collaborative may be terminated at the end of any fiscal year (June 30) by unanimous vote of the entire Board, subject to compliance with this section of this Agreement and compliance with the closing guidelines of the Department of Elementary and Secondary Education. Any vote to terminate the Collaborative must be confirmed by an affirmative vote of all member school committees and must be voted by the Board on or before December 31 of the fiscal year of its intended effective date. The Department of Elementary and Secondary Education will be notified at least thirty (30) days

prior to the effective date of termination, and CASE shall provide the Department of Elementary and Secondary Education, along with the notice of termination, with the information required to be submitted to the Department pursuant to 603 CMR 50.11.

By January 31 of the fiscal year in which the termination shall occur, the Board will: (1) determine the appropriate disposition of the Collaborative funds, equipment and supplies; (2) determine a method of maintaining fiscal records upon termination of the Collaborative; (3) determine a method of maintaining programmatic records; (4) determine a method of maintaining personnel records; and (5) identify the member district(s) responsible for maintaining student, employee and program records. Net assets shall be distributed to member school committees according to the average financial participation of the three (3) fiscal years previous to termination. Distribution of net assets shall not occur until the final fiscal audit has been completed.

Prior to CASE's termination, the Board shall arrange for a final fiscal audit of Collaborative. Such audit will be completed within ninety (90) days of the date of termination of CASE. A copy of such audit report shall be sent to each member school committee and to the Department of Elementary and Secondary Education. Upon termination of the Collaborative, its net liabilities and assets, if any, shall be distributed to member school committees on a pro-rated basis according to the average financial participation of the three years previous to termination.

XX. Compliance with Laws, Regulations, Guidelines. CASE shall comply with all laws and regulations of the Commonwealth of Massachusetts as well as all lawful policies and guidelines of the Massachusetts Department of Elementary and Secondary Education which relate to collaboratives.

XXI. Indemnification. In the event that CASE incurs liabilities or expenses in connection with claims for personal injury or other claims under Chapter 258 of the General Laws (or under other legal authority of similar effect), the provisions of this section shall apply.

CASE shall indemnify and hold harmless its employees in connection with such liabilities or expenses in accordance with, and to the extent permitted by, Chapter 258.

Neither the Executive Director nor any other employee of CASE nor any appointed representative to the Board shall be liable to CASE or to any member school committee thereof for any act or omission of the Executive Director or any other employee of CASE or any appointed representative to the Board or be held personally liable in connection with the affairs of CASE except only liability arising out of his own willful misfeasance, bad faith, gross

negligence or reckless disregard of duty to CASE or its member school committees.

Neither the Executive Director nor any other employee of CASE nor any appointed representative to the Board, or member school committee shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against or with respect to CASE or arising out of any action taken or omitted for or on behalf of CASE and CASE shall be solely liable therefore, and resort shall be had exclusively to CASE property for the payment or performance thereof and each appointed representative to the Board, member school committee and Executive Director or any other employee of CASE shall be entitled to full indemnity and full reimbursement out of CASE property, including without limitation, fees and disbursements of counsel.

The Executive Director and his/her legal representative(s), any other employee of CASE and his/her legal representative(s), each appointed representative to the Board and his/her legal representative(s) and each member school committee and its legal representatives shall be indemnified by CASE against all liabilities and expenses, exclusive of amounts paid to CASE, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such appointed representative to the Board, member school committee or Executive Director or any other employee of CASE or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as an appointed representative to the Board, Executive Director or employee of the Collaborative, except for those liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to CASE as finally adjudged in such action or, in the event of settlement, determination of counsel for CASE. Said right of indemnification shall be in addition to any other rights to which such appointed representative to the Board or Executive Director or any other employee of CASE or member school committee may be entitled as a matter of law or which may be lawfully granted to him/it.

The costs of such liabilities or expenses which are not borne by the CASE's insurance carriers shall be apportioned among, assessed to and paid by the member school committees that were members of CASE at the time of the occurrences giving rise to the liability or expenses, whether or not any such member school committees have thereafter withdrawn from CASE, in accordance with the provisions concerning the apportionment of operating costs, as noted in Section X, applicable at the time of the occurrences giving rise to the liability or expense.

The provisions of this section shall be applicable to such liabilities or expenses, whether incurred in connection with settlement or adverse adjudication of such claims. The Collaborative shall have the authority to settle such claims, in

amounts, which exceed applicable insurance coverage, only upon vote of the Collaborative Board.

- XXII. Section 501(c)(3) Status. Notwithstanding any other provision of these articles, CASE Collaborative 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 an entity exempt from Federal income tax under Section 501(c) (3) of the Internal Revenue Code.

No substantial part of the activities of CASE shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and CASE shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

- XXIII. Personal Benefit. No part of the net earnings of the Collaborative shall inure to the benefit of any appointed representative to the Board, member school committee, director, officer of CASE, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative), and no appointed representative to the Board, member School Committee, director, or officer of CASE shall be entitled to share in the distribution of any of the assets upon the dissolution of CASE.

- XXIV. Non-Discrimination. The Collaborative does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, pregnancy or pregnancy-related conditions, 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.

- XXV. Transportation. Any member school committee may withdraw from receiving transportation services from CASE at the end of a fiscal year. Such withdrawal needs to be effected by a written notice of withdrawal to every other member school committee, to the Executive Director and the Board at least twenty-four (24) months before the end of the fiscal year. In the case of such withdrawal, the withdrawing school committee shall still be responsible for outstanding payments due to the Collaborative, and no withdrawing school committee shall be entitled to any assets or surplus funds of the Collaborative related to transportation. The withdrawing school committee will continue to be liable to the Collaborative for its pro-rata share, of any debts, claims, demands, or judgments against the Collaborative related to transportation, incurred during said school committee's membership, in accordance with the provisions concerning the apportionment of operating costs, as noted in Section X, applicable at the time of the occurrences giving rise to the liability or expense. Any member school committee that submitted a notice of withdrawal from transportation services prior to March 1, 2019 shall not be required to submit the twenty-four (24) months notice.

CASE Collaborative is an Equal Opportunity Employer.

Approved by votes of the member school committees in the following manner:

Acton-Boxborough Regional District School Committee

Chairperson

Authorized on _____
Date

Bedford School Committee

Chairperson

Authorized on _____
Date

Carlisle School Committee

Chairperson

Authorized on _____
Date

Concord School Committee

Chairperson

Authorized on _____
Date

Concord-Carlisle Regional District School Committee

Chairperson

Authorized on _____
Date

Harvard School Committee

Chairperson

Authorized on _____
Date

Lincoln School Committee

Chairperson

Authorized on _____
Date

Lincoln-Sudbury Regional District School Committee

Chairperson

Authorized on _____
Date

Littleton School Committee

Chairperson

Authorized on _____
Date

Maynard School Committee

Chairperson

Authorized on _____
Date

Sudbury School Committee

Chairperson

Authorized on _____
Date

Approved by the Board of Elementary and Secondary Education

Commissioner of Elementary and Secondary Education

Date of Approval

August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	23	24	25	26	27	28
						29
30	31					

September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
						5
6	7	8	9	10	11	12
	Labor Day					
13	14	15	16	17	18	19

for ratification.

ARTICLE VII – TEACHERS' WORK YEAR AND TEACHING LOAD

1. The work year of teachers (other than new personnel who may be required to attend orientation sessions for which they will be compensated at the rate of one one-hundred and eighty-fifth [1/185] of the minimum salary for the Bachelor's scale per day of attendance) will begin no earlier than the Monday preceding Labor Day and terminate no later than the last regular school day in June for pupils, providing closing commitments have been met, but may include five (5) professional days. Professional days may be scheduled in one of two ways:

a. A minimum of one (1) professional day will be scheduled prior to the opening of school.

The traditional model of two (2) full days for parent-teacher conferences when school is not in session for students is utilized and two (2) additional professional days when school is not in session for students may be scheduled.

b. A minimum of one (1) professional day will be scheduled prior to the opening of school. An alternate model of up to three half days or parent-teacher conferences is used; the total additional hours required for these conferences would count as (1) professional day. Three (3) additional professional days when school is not in session for students may be scheduled.

Additional workshops may be agreed upon by the Association and Committee (except Saturdays, Sundays, and other school vacations) during the school year prior to the last regular class of the school year.

2. (a) It is recognized by the Committee and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort shall be made to keep class sizes at an acceptable number as dictated by the grade level and subject matter taught, the financial condition of the school system, the building facilities available, and the best interests of the district as deemed administratively feasible.

(b) It is recognized by the Committee and the Association that creating and maintaining an equitable schedule is advantageous. In this spirit, the Administration will strive to develop a schedule and class assignment as early as possible before the end of the school year, so that the Administration can reasonably consider faculty input in scheduling and course assignment

3. Academic Assistance

It is expected that teachers shall recognize their responsibilities to provide extra help for students needing academic assistance and that the adequate provision of such extra help may require a teacher's remaining at school beyond the termination of regular working hours.

4. Meetings

a. In other than emergency situations or those situations involving self-evaluation activities preparatory to a visit by representatives of the New England Association of Schools and Colleges, the Administration shall schedule not more than two meetings at



Memo: Middle School Ramp Study Payment
Date: January 13, 2020
From: Linda Dwight, Superintendent

Due to delays in the middle school ramp project, there is a need to allocate funds from a revolving account to pay the 2nd installment to Abacus, the architects who completed the middle school ramp study for the Harvard Public Schools. The bill for services is in the amount of \$14,980.00. I recommend using Devens funds for this payment.

The explanation for this delayed payment:

- The article was approved at the Town Meeting in 2017 for \$30,000 to be taken from the Capital Stabilization Fund.
- The sunset date for using the funds was as of June 30, 2018. After this date, any remaining funds would return to their funding source unless a vote was taken at another Town Meeting to extend the project.
- One bill was submitted and paid during the 2017-18 fiscal year for \$5,992.00.
- The project went on hold when the focus turned to the new elementary school project.
- We resumed the ramp project work for this year's CPIC submittal. Abacus prepared the pricing documents and presented to the School Committee. The bill for \$14,980.00 covers the cost of this continued work.

DATE

12/13/2019

INVOICE #

HS102548

BILL TO

Linda Dwight
Superintendent of Schools
Harvard Public Schools
39 Massachusetts Ave.
Harvard, MA 01451

PROJECT

Bromfield School Accessible Renovations, Harvard, MA

BILLING PERIOD

12/13/19

Description	Amount
Draft Final Report	14,980.00
Total Fee = 29.960	
Previously billed = 40%	
Current Invoice = 50%	

Total \$14,980.00

Balance Due \$14,980.00

**Joint School Committee/Superintendent Goals
School Year 2019-2020**

Title	Vision	Outcome for 2020	Measure for 2020	Conditions	Interfaces	Status
<i>Contract Negotiation</i>	Establish a contract with the HTA that achieves maximum alignment with district vision and mission and operates within the financial means of the town.	The HTA and School Committee have executed a contract for fiscal years 2021- 2023.	By March 1, 2020, the contract has been approved by School Committee and members of the HTA.	Negotiations will begin with the aid of an interest-based bargaining facilitator. Negotiation subcommittee will provide regular updates to School Committee in executive session meetings.	HTA Negotiating Subcommittee School Business Mgr Select Board rep Legal Counsel Town Finance Dir.	50% The committee has met 12 times and updated the SC in executive sessions.
<i>Dashboard Query Definition</i>	Provide a dashboard of relevant data of interest to School Committee and town at large that is in regular use.	School Committee has specified a set of queries and report or chart layouts that could become a recurring presentation at meetings, and administration and IT have configured a dashboard for initial report.	(1) By April 1, 2020, a set of queries and display goals have been generated with support of administration and presented to full Committee for review. (2) By May 1, School Committee has reviewed and approved queries and display designs. (3) By August 31, administration has prototyped queries and presentation for review at meeting.	Appropriate laws and regulations regarding data security and individual privacy are followed. Opportunities for public input are provided. District IT and administration is involved in the initial query generation process.	Administration District IT Dashboard Subcommittee	20% The Data sub-committee has met 3 times.

<i>Continuous Improvement Analysis</i>	Embrace continuous improvement opportunities in the Committee's practices.	Through an analysis of practices of our and other districts, School Committee has identified for potential adoption changes to its operation, management, communications, or other aspects important for efficient and effective execution of its duties.	<p>(1) By May 1, 2020, an analysis team has identified and reported to School Committee a set of 3-5 improvements for potential adoption.</p> <p>(2) By June 30, 2020, School Committee has reviewed and approved any changes or pilots based on the proposed changes.</p>	<p>Committee self-evaluation should provide input and opportunity</p> <p>Consideration of implementation and sustainability</p> <p>Committee agrees to prioritization of values and alignments of potential improvements</p> <p>Alignment with state laws and regulations and district policies</p>	<p>Administration</p> <p>School Business Mgr</p> <p>CI Subcommittee</p>	<p>30%</p> <p>The Continuous Improv. Subcommittee has met 3 times.</p>
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MEMORANDUM

TO: All Town Departments, Boards
and Committees

FROM: Julie Doucet

DATE: December 5, 2019

SUBJECT: 2019 Annual Town Report

As another year comes to an end I want to remind everyone to begin working on your Department, Board or Committee's submission for the annual town report. Submissions will be due by **Monday, January 27th**. Please mark your calendar!

If you recall last year I decided to try a two column format for the report instead of the full page layout traditionally used. I received many compliments and will continue with that for this year. Please email your report to me as a word document two column page setup (under page layout tab) in 12pt Calibri font.

Please include pictures (jpegs) as separate attachments in your email. I will finalize picture placement within your report. I have been fortunate over the years to receive pictures from the Harvard Press however I am not positive on how long that will continue. Pictures can be specific to work done in your department or by your board/committee or simply a nice landscape photo or one from an event you may have attended here in town. Also including graphs and/or charts in your report is a great way to visualize data.

As always, if you have any questions, please contact me in the Select Board office at 456-4100 x312 or via e-mail at jdoucet@harvard.ma.us.

Wishing you all a very happy and healthy holiday season!!

School Committee Minutes
Upper Town Hall
Monday, December 9, 2019
6:15 p.m.

Members attending: John Ruark, Shannon Molloy, Sharlene Cronin, Suzanne Allen, SusanMary Redinger, Linda Dwight and Aziz Aghayev. Absent: Maureen Babcock.

John Ruark called the meeting to order at 6:15 p.m.

Sharlene Cronin read the Vision Statement.

Public Commentary – None

Student Update: Vivien Jamba, Felecia Jamba, and Taylor Varoom attended the meeting and gave the following report:

This past Saturday night the first Homecoming dance was held at Bromfield. There was a good turnout with approximately 200 kids in attendance. People had a lot of fun.

The “No Homework Weekend” went well. The AP teachers tried to reduce workloads as well.

There was concern that tests were being held the day after vacation, but due to the two snow days that concern became irrelevant. The Snow days were appreciated. People were ready to come back and the shortened week was a good transition.

Field Trip Approval

Cynthia Fontaine, Co-Advisor for the Business Professional of America, attended the meeting seeking permission to take students on an overnight trip to attend the State Leadership Conference. The conference is held at the Sheraton in Framingham and at Assabet Valley Vocational Technical High School. The students will leave on Saturday, February 29th and return Monday, March 2, 2020.

Shannon Molly made the motion and Suzanne Allen seconded to approve the overnight trip as presented.

VOTE 5/0

Grant Approval

Grants presented for approval:

Save a Life Tour – SADD - \$1,600 from the PTO

Preventative maintenance - replacing water pipes and valves – Facilities - \$4,300 from MIIA

SusanMary Redinger made the motion and Sharlene Cronin seconded to approve the grants as presented.

VOTE 5/0

Achievement Report

Principal Josh Myler, Scott Hoffman and Associate Principal Robin Benoit presented the Student Achievement Report. Information was shared on MCAS results, AP and SAT results, student awards, recognition and extracurricular participation.

Superintendent Update

See Attached.

Dr. Dwight asked the Committee to make a change to the capital request for the locker rooms. The request will be for \$20,000 in order to do a renovation study. The \$150,000 for repair will be moved out to the following years.

SusanMary Redinger made the motion and Sharlene Cronin seconded to move to change the request to CPIC for the sports locker rooms down to \$20,000 and move out the expense for repair to the following years at \$150,000 per year.

VOTE 5/0

Dr. Dwight is requesting approval to attend a professional learning trip to Helsinki, Finland and Tallinn, Estonia from October 3 – 10, 2020. The request is to take 5 professional days and use professional development money to fund half of the trip's cost of \$4,750.

Sharlene Cronin made the motion and SusanMary Redinger seconded to move to approve the use and allocation of funds to cover half of the trip's cost of \$4,750 as Dr. Dwight has requested.

VOTE 5/0

Brainstorm Student Advisory Committee (SAC) Topics

The Committee brainstormed with students from the SAC to come up with topics to be discussed at the upcoming meeting on December 20th.

1. School Start time
2. MCAS tests – Legacy versus New Generation version of the test
3. Enrollment data – gender divides

Budget, Continuation; Vote

Dr. Dwight and Aziz Aghayev presented budget information to the Committee including revenue and expenses for the Devens Revolving account from FY16 through the current fiscal year.

Present the FY21 budget with transfers to cover anticipated deficit for school lunch and athletics and increase the Devens offset by \$100K for a total increase of the Devens \$295K.

The Committee discussed ways to decrease the overall budget and ways to fund anticipated deficits to the school lunch and athletic programs. It was decided to make the following changes to the Devens offsets.

Increase to Devens offset:

\$90K School Lunch

\$70K Athletics

\$35K TBS Small capital with the remaining \$35K coming from Shaw Trust

\$100K additional offset to Bromfield salaries

The Proposed FY21 budget was modified to \$14,370,920 for a 4.23% increase.

SusanMary Redinger made the motion and Sharlene Cronin seconded to present the FY21 budget as presented and modified as it currently stands splitting the capital with \$35K coming from Shaw and \$35K coming from Devens, funding the athletic and school lunch deficit with Devens offset and increasing the Devens offset for TBS salaries by \$100K.

VOTE 5/0

School Building Update

SusanMary Redinger reported that the steel work is almost complete. There will be short ceremony with students and community members on Thursday, December 12th. The Change Order Working Group will meet again on December 19th. The project is currently on time and on budget.

Agenda Items

Policy
Dashboard
Mid-year goal review
Annual report
Budget follow-up
Curriculum update
Technology
Dashboard

Approval of Meeting Minutes

SusanMary Redinger made the motion and Suzanne Allen seconded to approve the minutes of the November 12th meeting as amended.

VOTE 5/0

Liaison/Subcommittee Reports

Shannon Molloy reported that the School Start Time survey showed positive results in changing the start time at TBS. The Subcommittee will meet next week.

Shannon Molloy reported that the HES School Council will meet next week.

Shannon Molloy reported that the Policy Subcommittee will meet on December 16th.

Suzanne Allen reported that SEPAC will be holding a community wide meeting next Monday at the TBS library. There will be an attorney presenting information on Special Education basic right. SEPAC continues to have good participation with parent support groups and playgroups. The SEPAC board will meet next week.

Suzanne Allen reported that the Start Time Subcommittee has started holding parent/public forums in order to get information out about the possibility of changing the start time at The Bromfield School. Suzanne Allen will host a forum at TBS for middle school parents, and Shannon Molloy and Abby Bessie will hold a forum at HES on December 17th.

SusanMary Redinger reported that Capital met today, and members will be rating projects all week. Next Monday they will see where things land. The ramp project will be rated ramp only and then the stairs, landscaping and bathroom will be rated separately.

SusanMary Redinger reported that the TBS School Council meets this week and will hear from the Climate and Balance Subcommittees, discuss the homework free Thanksgiving break, vaping and video games.

Sharlene Cronin reported that the Field Subcommittee meets this week. Bob O'Shea is spear heading a project that will be implementing software for Parks and Rec that will try to get a signal

calendar function and track who is using the fields and when. It would be compelling for us to look for use in other areas of the school.

Sharlene Cronin reported that at the Athletic Advisory meeting Ben Myers shared a great pyramid/ reflection on what athletic participation gives to students. The Athletic Advisory group agreed that it was true of participation in extracurricular activities as well.

Sharlene Cronin reported that the Diversity, Equity and Inclusion Committee meets tomorrow.

John Ruark reported that he attended the DEAC last week and was happy to meet Jessica Strunkin, the new Senior Vice President for DEAC. The meeting focus was goal setting for the year. The primary activity planned for DEAC this year will be the survey. They reported 3 recent house closings at Emerson Green.

John Ruark reported that HEAC meets Wednesday. The lighting project should be done by December 20th.

Public and School Committee Commentary

Sharlene Cronin – The tree lighting at Devens was an amazing event. Kudos to the team that put that together. There were cookies, hot cocoa and Santa Claus was super nice.

Sharlene Cronin also gave a heads up to members that there is chatter on the Chapter 70 List Serve that districts will be required to submit a three-year forecast budget that will be due in April.

Suzanne Allen – The Middle School concert was packed, and the students were beaming with pride. Looking forward to attending the high school concert at 6:30 on Thursday at the Cronin.

Executive Session

John Ruark made the motion and Sharlene Cronin seconded to move to convene into executive session pursuant to Massachusetts General Law Chapter 30A, sections 18-25 for the purpose of discussing strategy with respect to and in preparation for collective bargaining with the Harvard Teachers' Association because an open discussion may have a detrimental effect on the bargaining position of the Committee. We will not enter back into open session.

Allen (Aye), Molloy (Aye), Ruark (Aye), Cronin (Aye), Redinger (Aye).

Respectfully Submitted,

Mary Zadroga



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From: Linda Dwight, Superintendent

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