

**GREENFIELD PUBLIC SCHOOLS
SCHOOL COMMITTEE
SPECIAL MEETING – DRAFT MINUTES
Thursday, July 25, 2013
GCTV, 393 Main Street, Greenfield MA**

Present: Margaret Betts (MB); Maryelen Calderwood (MC); Daryl Essensa (DE); Donna Gleason (DG); John Lunt (JL); William Martin (WM); Francina Wisnewski (FW). **Absent:** Margaret Betts (MB). **Also present:** Susan Hollins, Superintendent (SH); Ed Berlin, Chair MAVA@GCVS; Chris Joseph, Trustee MAVA@GCVS; Liz Gilman, GPS Business Manager; Lane Kelly, Greenfield Finance Director; citizens, and the press.

I. Call to Order

With a quorum present (MC, DE, DG, JL, WM, FW), Chair Martin called the meeting to order at 6:32 p.m. Chris Shores, *Greenfield Recorder*, stated he is recording the meeting.

WM requested that JL serve as parliamentarian.

II. Memorandum of Understanding with Commonwealth Virtual School

WM noted changes to printed/distributed MOU (changes have been accepted by MAVA attorney):

- Delete section 21, “Indemnity” (page 4)
- p. 6, para. 2: GPS shall provide the following services to MAVA@GCVS:

Ed Berlin and Chris Joseph explained:

- Initial work of MAVA@GCVS Board of Trustees;
- Ways that MAVA@GCVS can benefit GPS;
- Administrative fee = 7.5% of \$625 state payment per student
 - Enrollment of 500 students = \$248,437 payment to GPS
- Billing is based on 500 students, to be adjusted at end of year depending on actual enrollment. Payment when state funds come in. Guaranteed-amount payment not possible b/c enrollment is uncertain.

Agreement for MAVA@GCVS to share quarterly reports, projected cash flow.

WM read into the record MB’s email of **DATE** (attached).

TEXT of email should be attached to these minutes.

Review/amendments to MOU:

1. Scope of Services:

GPS through its Central Office agrees to deliver ~~any and all~~ services necessary to perform. . . . These services shall include ~~but not be limited to~~ those duties and responsibilities as outlined

2. Term:

This MOU shall be for a term of one year commencing on July 19, 1, 2013 and terminating on ~~July 15 June 30~~, 2014, unless....

3. Compensation:

Add at end of section: See Exhibit B.

Discussion:

- Enrollment will fluctuate, so how will payment be figured? Monthly invoices will be based on 500 students, precise amount to be calculated at end of year based on student enrollment/attendance, and then \$ amount adjusted.

- Free courses are for GPS students, not all children of Greenfield (e.g., not those attending private school), and to include choiced-in GPS students.
- JL distinguished between “income coming in” vs. “effort going out.” Could specify in “Scope of Services” the time/effort going out.
- SH assured that she and business mgr. will give accurate, honest appraisal of workability of this arrangement.
- When will MAVVA pay? JL suggests quarterly cash flow projection. EB agreed.

4. Modifications (no change)

5. Successors and Assigns (no change)

6. Marginal Headings, Pronouns:

The pronouns he, she, or it (if used) are also....

7. Violation of Law:

GPS and MAVVA@GCVS shall strictly...

8. Nondiscrimination:

GPS and MAVVA@GCVS shall not....

9. Governing Law (no change)

10. Venue and Jurisdiction (no change)

11. Termination

...by giving ~~sixty (60)~~ ninety (90) days notice....

Add Provision: **JL is writing language for this change, similar to Breach clause.**

12. Entire Understanding (no change)

13. Severability (no change)

14. Insurance:

...Public Liability and Property Damage Insurance. ~~including MOU liability coverage for the provisions of the Section herein entitled Indemnity.~~

Coverage Limits of Liability:

Bodily Injury Liability \$1,000,000 ~~each occurrence~~ combined single limit

Last paragraph: MAVVA@GCVS shall name the GPS as an additional insured with all the same limits listed in the contract section 14. MAVVA@GCVS shall be named as an additional insured under the liability and automobile insurance. The general liability....

15. Licenses and Fees

If any unanticipated, additional licenses are required and incurred solely due to this MOU, the cost shall be borne by MAVVA@GCVS.

16. Compliance with the Law:

GPS and MAVVA@GCVS shall conduct operations....

17. Availability of Funds:

Add at end: See Exhibit B.

18. Access to Records:

GPS will make all MAVA@GCVS books, accounts, data, non-protected records, reports, files...review and audit by MAVA@GCVS ~~or~~ through its authorized representative.

19. Rights and Remedies (no change)

20. Ownership of Documents:

Add at end: All documents created for MAVA@GCVS shall belong to MAVA@GCVS, and all documents previously created by GPS belong to GPS.

21. Indemnity: Delete entire section (due to objection from GPS insurer)

EXHIBIT A: Scope of Services

Para 1: Add at the end: The time allocated by the Central Office and Superintendent to deliver these services will be consistent with the size of the enrollment of MAVA@GCVS. Parties will work together to assure the time requested is reasonably related to the size of the school and compensation provided. If, because of changes in state regulations, there are additional services required, the parties will in good faith negotiate a fair compensation.

Para. 2: GPS shall provide the following services to MAVA@GCVS:

Add: EXHIBIT B: MAVA@GCVS will make available to GPS at the beginning of each quarter a quarterly cash flow projection to demonstrate continued availability of funds for the quarter and to set a date certain for that quarter's payment.

Also: Correct it's/its throughout.

JL moved to accept the MOU as modified by discussion and agreement this evening, language changes to follow pursuant to those agreements. DE 2nd. Yes: DG, DE, WM, JL. No: FW. Abstain: MC. Motion passed 4-1-1.

III. School Committee Subcommittee Assignments

WM announced subcommittee assignments and clarified role of subctes as advisory, not voting.

- Contract, Finance & Budget.....JL chair; MB, DG, FW, WM
- Innovation and Curriculum DE chair; MB, MC, JL, WM
- Policy, HR & Planning..... FW chair; MB, MC, DE, DG
- Facilities & Environment..... MC chair; DG, JL, FW, WM

IV. Adjournment

FW moved to adjourn. DE 2nd. Motion passed unanimously. Meeting adjourned at 9:51 p.m.

Respectfully submitted,
Susan Farber
Recording Secretary