

OPEN SESSION MINUTES
MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT
REGULAR SCHOOL COMMITTEE MEETING
SEPTEMBER 15, 2015 PM 7:00 PM
PAUL REVERE ROOM, MINUTEMAN HIGH SCHOOL

Present:

Jeff Stulin, Chair (Needham)	Jennifer Leone (Lancaster)
Carrie Flood, Vice Chair (Concord)	Sharon Antia (Lincoln)
David Horton, Secretary (Lexington)	Jack Weis (Belmont)
Alice DeLuca (Stow)	Doug Gillespie (Weston)
Ford Spalding (Dover)	Pam Nourse (Acton)
Vince Amoroso (Boxborough)	
Judy Taylor (Carlisle)	
David O'Connor (Bolton)	

Absent: Dave Manjarrez (Sudbury), Mary Ellen Castagno (Wayland), Sue Sheffler (Arlington)

Also present: Ed Bouquillon, Kevin Mahoney, Jack Dillon, Elizabeth Rozan, and reporters Nancy Pierce and Al Gentile

1. CALL TO ORDER: OPEN SESSION

The Chair called the meeting to order at 7:00 PM.

2. PUBLIC COMMENT

There was no Public Comment.

3. TREASURER'S REPORT, *Laurie Elliott*

Ms. Elliott explained the process involved in her position as a part-time Treasurer, and shared her general observations about interacting with the Business Office, as well as the state of Minuteman's financial affairs. Her report can be found as Attachment A.

4. CHAIR'S REPORT, *Jeff Stulin*

a. Notes from the Chair

The Chair explained that a number of upcoming votes will determine the fate of the Minuteman Building Project. He emphasized his interest in ensuring that the end result is what is best for the school and the District, and that the funds are spent wisely. Therefore, he noted that to assist in completing this task, a single District goal has been drafted for the 2015-16 school year.

b. District Goals

It was moved (Spalding) and seconded (Gillespie) to approve the District Goals 2015-16 as presented. The practicality of having one goal, how it relates to other routine obligations of a public school, and how it relates to the Superintendent's goals were issues discussed. The following vote was then taken:

ACTION 2015 #72

Moved (Spalding) and seconded (Gillespie)

To approve the Minuteman District Goals 2015-16 as presented

Vote: 11 in favor, 2 abstentions

Curiosity arose as to why there were 2 abstentions, which typically occurs with a conflict of interest or insufficient facts. One member pointed out that he sees his role as representing his town's interest, and felt there was potential for a conflict of interest. The other stated her concern for a single goal. Another member explained that there has always been some confusion about District/School Committee and Superintendent goals, and the intention is to align them. The Chair expressed his opinion that a conflict of interest was unwarranted.

The approved Minuteman District Goals 2015-16 document is shown as Attachment B.

c. Subcommittee Assignments 2015-16

There was no discussion on the Draft list of Subcommittees or assignments, and the following vote was then taken:

ACTION 2015 #73

Moved (DeLuca) and seconded (Spalding)

To approve the list of School Committee Subcommittees, Task Forces, Liaisons 2015-16 as presented.

Vote: Unanimous

The approved list is shown as Attachment C.

5. SUPERINTENDENT'S REPORT, *Ed Bouquillon*

a. Update on Draft Project Prospectus

The Superintendent explained that the draft Project Prospectus document is not yet ready, due to holidays and recent data and language changes. He explained that he anticipates that it will be available within a week or so, and that it will be sent out to the School Committee when it is ready. Additionally, he explained that there are a number of documents that the Chair is interested in completing, as communications with the towns get underway.

b. Superintendent's Leadership Goals 2015-16

The Superintendent extended congratulations to Mr. Horton, who will continue as Chair of the Superintendent Negotiations and Evaluation Subcommittee. He pointed out that this Subcommittee will review the goals and prepare them for a vote of the School Committee. He explained the process will be a bit different this year, as it involves simplification and developing a more measurable focus. He read through the four Leadership Goals and explained briefly how they relate to the District Goals. Mr. Horton added that now that the subcommittees have been established, the Superintendent Negotiations and Evaluation Subcommittee will meet to review these goals, to ensure that they comply with Smart Goal language, to recommend the timeline for the evaluation and review process, and to determine if relevant evidence to support them is included. He said the Subcommittee will also work with Maryanne Ham, the Supervisor of Evaluations, to keep on track with this. He anticipates bringing these goals back to the School Committee at the next meeting for approval. Details under "curriculum and instruction" were pointed out as not necessarily applying to the Superintendent. Mr. Horton agreed, and reiterated that the next step will aim to ensure cohesion and relevance in the elements of the evaluation instrument. A

question about diversity in staffing was raised, and it was pointed out that this is a goal that many districts struggle with, and that it is probably best not to have it fall under Superintendent Goals as outlined. The Superintendent noted that appropriate language to support diversity efforts is included in all recruitment ads.

c. Summative Evaluation of the Assistant Superintendent for Finance

The Superintendent reminded the School Committee that this position is one that reports to both him and the School Committee. He pointed out that the Summative Evaluation comes up as part of the new evaluation system, and that he has included Officer input in it. He shared his perspective that Mr. Mahoney is a valuable asset to the District. Mr. Mahoney's performance has been exemplary, he provides sound counsel on financial matters for the District, and has an ease in working with people and with budgets that goes a long way. The Finance Subcommittee has given him consistent kudos for improvements in reporting. His work with the recasting of various financial models and preparing reports for the School Building and Regional Agreement discussions has been remarkable. He explained his recommendation to extend Mr. Mahoney's contract by 3 years, and that a placeholder has been listed on this agenda as an Executive Session item, if the Committee preferred discussing it privately before a vote was taken. It was agreed to discuss both the evaluation and the contract extension in Open Session.

The Superintendent pointed out that his recommendation is to extend the contract through June 30, 2019, and increase the salary by 3% for FY 16. A motion was made (Spalding) and seconded (Gillespie) to support the Superintendent's recommendation.

The Summative Evaluation was addressed first. Positive comments were shared from members of the Finance Committee and the Building Committee, and from the new school committee member whose interactions with Mr. Mahoney had been from the other side of the table as a member of a Board of Selectmen. Providing good reports and materials within requested timeframes, his knowledge of the job, and his thoroughness were noted. His positive attitude, that he gets along with people, is well-respected, straightforward, and to the point were also noted. It was pointed out that great progress has been made in implementing recommendations contained in the annual audit reports, and that his work has been responsive behind the scene. Additionally, the Chair noted that from his 12-year perspective as a Minuteman School Committee member, Mr. Mahoney has increased the professionalism of the financial oversight of the school.

To address the contract extension, the Superintendent then distributed a draft contract (Attachment D) that incorporates his recommendation, and he pointed out the sections (sections 2, 7, and 9) which differ from his current contract. The following vote was then taken:

ACTION 2015 # 74

Moved (Spalding) and seconded (Gillespie)

To approve the Superintendent's recommendation to extend by 3 years the contract for the Assistant Superintendent for Finance, which incorporates a 3% salary increase for FY 16.

Vote: Unanimous

6. SCHOOL BUILDING REPORT, *Ford Spalding*

a. Design Enrollment Certification

Mr. Spalding explained that this vote is a formality, given the August 6, 2015 vote of the MSBA on the Preferred Schematic Report. It was clarified that the Superintendent is considered the CEO of the District, and signs the document in two places. The member from Belmont expressed his opinion that the previously signed Certification for a school of 800 should still be binding, and therefore he was planning to abstain from the vote. He also expressed concern that the document begins with the words: "As a

result of a collaborative analysis...,” as he believes this runs contrary to how he thinks the 628 number was determined. The Chair of the School Building Committee expressed disagreement, and pointed out his opinion that this has been a totally collaborative process, involving significant communication efforts from publicizing material on the website to holding many community meetings. The Chair expressed his view that depriving community members of the opportunity to engage in the discussion would be an error. The member from Stow pointed out that a key difference in this document is the inclusion of enrollment in grades 9-12, which impacts square footage calculations. She saw this as a positive measure, and also expressed that signing this document will preserve Minuteman as a flagship school. The following vote was then taken:

ACTION 2015 # 75

Moved (Spalding) and seconded (DeLuca)

To authorize the Superintendent and School Committee Chair to execute the MSBA/MRVTS D Minuteman Vocational Technical Regional High School Design Enrollment Certification for no more than 628 students in grades 9-12 and to bind the Minuteman Regional Vocational Technical School District to its terms

Vote: 12 in favor, 1 abstention

The Chair noted that he will sign the document at the end of the meeting so that it can be sent to MSBA within their required time frame.

b. General Update

Mr. Spalding gave a general update on where things stand with regard to the deadlines and the process on Module 4. He referenced the Module 4 and 5 documents, and encouraged people to read them and to review the Module 4 Execution Schedule (9.9.15), previously distributed and on the website. He explained design efforts to lower the financial impact on the communities, and outlined the plan for three meetings scheduled to present material to Selectmen, Finance Committees, and Superintendents and School Committees of member district towns. A number of suggestions were made related to communication efforts, and the question of why these meetings would be of value to various stakeholders was discussed. Mr. Spalding explained that there would be a joint meeting between the School Committee and the School Building Committee on November 17 to vote to endorse the Schematic Design that will be submitted to MSBA by December 1 for review at their January 27 Board Meeting. He emphasized the value of School Committee member engagement in the process and in the school, and urged that members set up meetings in their towns, which he will attend if he can, prior to November 17. It was also noted that documents and communication materials are being developed for clarity and consistency in messaging.

7. PRINCIPAL’S REPORT, *Jack Dillon*

a. Overnight Field Trip: Sept. 29-Oct. 2, 2015 Environmental Students to Russell, MA

Mr. Dillon provided additional information on the field trip (Attachment E), and responded to questions and comments about mode of transportation, compliance with policy, quality of this offering, and how students/families are informed of available assistance for financial hardship. The following vote was then taken:

ACTION 2015 #76

Moved (Flood) and seconded (Gillespie)

To approve the Overnight Field Trip for the Environmental Students as presented

Vote: Unanimous

b. Opening Day: Enrollment, Staffing, and Students

Mr. Dillon explained that on Opening Day, the enrollment was 679 students, which included 133 Freshmen, 154 Sophomores, 189 Juniors, and 154 Seniors, as well as 11 AM students and 38 Post Grads. He explained that the number of incoming out-of-district students was lower than last year, and that of the total number, 31 students were new transfers into the 10th and 11th grades.

With regard to staffing, he noted the sad loss of the school nurse, who passed away at age 42 due to an unexpected medical condition the day before school began, and gave an update on the filling of teaching and non-teaching positions. He noted that there have been a number of retirements, and to start the process of aligning staffing with the future lower enrollment number of 628 students, the decision has been to consolidate positions rather than to rehire. He addressed questions related to staff turnover and consolidations, and the impact of the state regulations with regard to out-of-district students. He summarized that it's been a great opening, with students well-behaved, focused, and sharing a palpable excitement in the building.

c. Update on School Improvement Plan

Mr. Dillon gave an update on the status of the School Improvement Plan, noting that his goal is to ensure that the School Council meets every month starting in September. As they meet, they will review the School Improvement Plan in a cohesive way, and he extended appreciation to the School Committee for their patience while this gets underway.

d. Marketing, Retention, Recruitment Report, *George Clement*

Mr. Clement reported on efforts underway to augment the Admissions Video with an Alumni Video, where people would be filmed at their work place. He noted the appeal to parents in this product, and his difficulty in choosing only 5 of the many success stories. He described activities related to developing presentations for career days, and in the use of career trees, developed under the guidance of consultant Mark Perna. He described the development of an on-line applications system, and his own learning curve with regard to social media. The lower numbers in out of district students was noted, and in response, Mr. Dillon pointed out that there are some towns which may anticipate enrollment at Minuteman, such as Watertown, due to their lack of vocational technical program offerings. Mr. Spalding added that it is negative comments about the school that turn students away. He also noted that he, Mr. Horton, and Ms. Antia attended the MAVA conference at Blackstone Valley Tech in Upton, Mass. on June 29th, where Mr. Perna was the keynote speaker. He commended his energy, enthusiasm, and knowledge of recruitment, and suggested that he be invited to a School Committee meeting at some point. The Superintendent noted this has been discussed, and that Mr. Perna has a busy travel schedule. The member from Bolton urged involving alumni as a resource in getting the word out about the school, and shared what he's observed in other regional districts in terms of visibility. The member from Belmont requested that the School Committee receive a list of 8th grade presentation dates in their towns so members could attend.

The member from Lancaster urged consideration of Minuteman's academic offerings, such as Freshman Math, and offerings that appeal to girls in the context of recruitment efforts. The Chair noted that there is a call to improve academics, but there are concerns about what a smaller school can offer practically. He noted that he would like to see a document developed in the context of the recruitment efforts that outlines reasonable obligations or responsibilities that member towns have in providing vocational education. The member from Stow pointed out the importance of not losing sight of the tradition that Minuteman has held, namely to offer a different educational environment, which is sometimes the only refuge for some students to get an excellent education without the pressure of Advanced Placement coursework. The benefit and value of measuring the success of recruitment tracking procedures and

practices was noted by the member from Acton.

With regard to alumni activity, Mr. Spalding noted the upcoming Hall of Fame dinner, to be held on Saturday October 17, 2015 at 7:00 pm at Montvale Plaza in Woburn, during which School Building Committee member Dana Ham will be honored as an inductee.

The Superintendent clarified, for the benefit of the reporters who were present, that he takes exception with the idea that there is a call to improve academics, as if there is failure in the effort. He noted that with 46% of students on IEPs, 100% have passed the MCAS on the first try. He noted that there is a challenge in how to deliver it, but that these results speak for themselves. He explained that more information on the MCAS scores will be forthcoming, once the embargo on release is lifted.

8. ASSISTANT SUPERINTENDENT'S REPORT, *Kevin Mahoney*

a. Acceptance of Grant: Perkins-Instructional Equipment Grant

Mr. Mahoney explained the details behind this grant, and how the funds will be used, and the following vote was taken:

ACTION 2015 # 77

Moved (DeLuca) and seconded (Spalding)

To accept the Perkins-Instructional Equipment Grant of \$59,940 as presented

Vote: Unanimous

b. Update on Summer Project Work

Mr. Mahoney gave a brief update on Repair and Maintenance (R&M) work that was done over the summer, specifically related to flooring, fire alarm, generator, and school store relocation. He pointed out that all of this work has a 5-7 year window, which maintains safe access for students and staff, while coinciding with the time frame of the building project. To the question of any surprises, he noted that he had no success with the bidding for the front plaza, but that he will continue to pursue this project, and that no emergencies displaced repair and maintenance projects that were planned.

9. SECRETARY'S REPORT, *Dave Horton*

a. Approval of Past Minutes

A motion was made, and the following vote was taken:

ACTION 2015 #78

Moved (Horton) and seconded (DeLuca)

To approve the past minutes of 7.7.15 as presented

Vote: 11 in favor, 2 abstentions

10. POSSIBLE NEED FOR EXECUTIVE SESSION

After conferring with the Superintendent, the Chair noted that there was no need for an Executive Session, but that the item related to real property would be addressed in Open Session.

The Superintendent explained that the Town of Lincoln has developed a Memorandum of Understanding for consideration related to zoning. The document has been turned over to the Attorney for review, and it may be ready at the next meeting.

11. ADJOURNMENT

The meeting was adjourned at 9:20 PM.

Respectfully submitted,

Elizabeth Rozan
District Assistant

David Horton
Secretary

ATTACHMENTS TO THE MINUTES OF 9.15.15

- A. Report of the Treasurer
- B. Approve Minuteman District Goals 2015-16
- C. Approved School Committee Subcommittees, Task Forces, Liaisons, 2015-16
- D. Approved Employment Contract for Assistant Superintendent for Finance July 1, 2015-June 30, 2019
- E. Supplemental Field Trip Information

REPORT OF THE TREASURER
Presented to the School Committee
On September 15, 2015

Process:

The Treasurer's position is a part time position at Minuteman. The position of Treasurer in a school district is somewhat unique in that certain roles that would normally fall to a full time treasurer are handled by the Assistant Superintendent of Finance to ensure segregation of duties.

For example Assistant Superintendent Mahoney handles all the day to day operations of the Business Office including collection of receipts and issuance of municipal bonds. The role of the Treasurer in this context is to verify the amounts collected and in the case of bond issues sign off on the final documents keeping the Treasurer updated as the process progresses.

In order to maintain segregation of duties checks and cash are collected by the Business office, counted, and entered into the accounting software on to the general ledger. The role of the Treasurer is to verify these amounts, deposit them into the proper bank account, and reconcile what has been entered into the general ledger to the activity in the bank.

In addition to conducting what one would view as the traditional role of the Treasurer, handling and depositing cash and checks, the Treasurer at Minuteman is also in charge of reconciling the monthly bank statements. The Treasurer transfers cash between the School District's investment accounts into checking accounts to fund payrolls and warrants as requested by staff.

The School District utilizes Eastern Bank as its main depository and also to process payroll and accounts payable warrants. Eastern Bank is also the depository for the School District's school lunch account. The School has an investment account with the Mass Municipal Depository Trust where State Aid and grants are deposited and monies are transferred as needed to fund operations. There are also eight scholarship funds and a stabilization account in the MMDT.

The School District was utilizing Bank of America for a majority of its banking needs. The main depository, accounts payable, payroll, and school lunch were on

deposit with BOA. We transitioned those accounts over to Eastern Bank and saved somewhere in the area of \$5,000 annually in banking fees. While in the process of transitioning we consolidated a number of bank accounts that addressed a point in a prior audit of too many separate accounts.

The School District has an employee flex spending account maintained at Cambridge Savings Bank. Deductions are deposited and all costs related to the flex spending accounts are run through this account. Costs related to the new school project are handled through an account at Unibank. This is where the BAN proceeds for the project are deposited and renewed.

Each month a reconciliation is performed by the Treasurer on each of the School District's bank accounts. Source documents from activities that have taken place during the course of the month, including warrants, payrolls, and deposits, are compared to the bank transactions.

The Treasurer clears all those items in the bank reconciliation module of the Schools accounting software. The bank reconciliation module contains all the transactions that have taken place on the general ledger for the month. The Treasurer maintains source documents for activities that have run through the bank. What transacted through the bank and what has transacted on the general ledger need to equal. If there are any discrepancies, the Treasurer, along with the Business Office Staff must figure out what they are and correct them.

The Treasurer works very closely each month on the reconciliation with the Assistant Business Manager. The Treasurer provides the ABM with the reconciling items for the month and they work together to resolve them. Some examples might be credit card receipts posted to the bank, flex spending expenses, insufficient funds checks, and interest earned.

The Treasurer is also involved in the annual audit of the school district's finances. The Treasurer answers any questions posed, and provides bank statements and source documents as requested by the Audit firm.

General Observations:

The position of Assistant Business Manager is currently held by Michelle Resendes. Michelle has been wonderful to work with. She's extremely helpful, responsive, and is very diligent about making sure we account for everything. We

have built up an excellent relationship and work well together. She is an asset to your organization. The bank reconciliations are completed in a timely manner each month. We are currently up to date on all reconciliations.

The Business Office turns over the funds to the Treasurer on a timely basis resulting in a stable and steady cash flow. I don't anticipate any issues with this important function going forward. We've been at this for two years now and the system is pretty well established. We have never encountered an issue funding warrants or payrolls.

As Treasurer I am also an ex-officio member of the Retirement Board which meets once a month. I am responsible for the retirement system's bank reconciliations and approving and releasing the monthly retiree payroll. The Minuteman Retirement system is well positioned compared to other systems in the Commonwealth to meet the mandated 2030 fully funded deadline.

Thank you for the opportunity to serve as your Treasurer.

Laurie Elliott
9.5.15

Fiscal Year 2015-June 30th Bank Balances

<u>June 30, 2015</u>				<u>O/S Checks</u>	<u>Other</u>	
Eastern Bank	Depository	10117810	\$	2,510,399.14		\$ 2,510,399.14
Eastern Bank	Payroll	10117828	\$	6,144.34	(6,296.11)	\$ (0.00)
Eastern Bank	Accounts Payable	10117836	\$	208,759.59	(436,292.13)	\$ -
Eastern Bank	School Lunch	10117844	\$	836,481.79		\$ 836,481.79
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Cambridge Savings	Flex. Spending	56-485-4634	\$	47,214.04		\$ 47,214.04
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MMDT	Investment	4400-2574	\$	3,725,474.06		\$ 3,725,474.06
MMDT	Gen Awds Sch	4404-8460	\$	17,339.95		\$ 17,339.95
MMDT	Eleftherakis Sch	4401-5675	\$	46,734.85		\$ 46,734.85
MMDT	Johnson Sch	4419-4629	\$	16,069.99		\$ 16,069.99
MMDT	Koppeis Sch	4419-6319	\$	7,798.85		\$ 7,798.85
MMDT	Rosselli Sch	4426-0115	\$	19,760.85		\$ 19,760.85
MMDT	Tosti Sch	4427-3225	\$	47,982.10		\$ 47,982.10
MMDT	Lillis Award	4426-2046	\$	10,092.99		\$ -
MMDT	Stabilization	4775-284	\$	300,603.62		\$ 300,603.62
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Unibank	Bond Proceeds	7710028445	\$	552,509.01		\$ 7,575,859.24
			\$	8,353,365.17		

Approved by Minuteman School Committee 9.15.15

Minuteman District Goals 2015-16

To work cooperatively toward attaining the required approvals for a schematic design and for funding for the proposed Minuteman MSBA building project. These efforts will:

- a. be within the current MSBA process and timeframe,
- b. support a standard of educational excellence for future students, and
- c. maximize the value to the District's member communities.



Approved by Minuteman School Committee 9.15.15

SCHOOL COMMITTEE SUBCOMMITTEES, TASK FORCES, LIAISONS 2015-16

SUBCOMMITTEES

1. Finance Subcommittee / Fincom (Budget and Warrant Review)

Carrie Flood Chair, Jack Weis, Dave Horton, Susan Sheffler

This Subcommittee will focus on the review and understanding of the annual budget and non-budget accounts, insure that items from annual audit are addressed, review recommendations on Policy Section D (Fiscal Management), examine per-student costs, develop opinions as directed by the School Committee on financial matters impacting the school, and will act as the Warrant Committee for the District. The Budget Subcommittee/Fincom will report to School Committee as appropriate.

2. Communications Subcommittee

Judy Taylor, Ford Spalding, Sharon Antia

Working with the administration, this Subcommittee will review and recommend District communications around the Regional Agreement, School Building Project, and other critical internal and external communications related to the functioning of the school.

3. Superintendent Negotiations and Evaluation / School Committee Evaluation

Dave Horton, Chair; Dave O'Connor, Jennifer Leone

This Subcommittee will insure that the annual evaluation of the Superintendent follows the DESE process, including mid-course evaluation. This Subcommittee will also develop and implement an instrument to evaluate the operations of the School Committee.

TASK FORCES AND LIAISONS

1. Special Policy Task Force

Alice DeLuca Chair

This Task Force will work with the Administration, the Finance Subcommittee, and the School Committee as needed to accelerate the process of updating policies for Policy Section D (Fiscal Management) and other necessary policies.

2. General Advisory Board Liaison

Pam Nourse

The General Advisory Board (GAB), a group of approximately 30 people, is comprised of chairs representing the various CVTE program areas within the Program Advisory Committee. The School Committee liaison to the GAB would attend the GAB meetings, and is welcome to attend any program meeting as well. The School Committee liaison serves as a resource, but is not an active voting member of this group. The GAB meets in the Fall and Spring as follows:

General Advisory Board Meeting September 30, 2015, 5:30-8:00 PM

Annual Appreciation Dinner (with guest Lt. Governor Polito) October 14, 2015 5-8 pm
(Dinner is from 5-6:30 PM)

General Advisory Board Meeting March 16, 2016, 5:30-8:00 pm

**MINUTEMAN REGIONAL SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR
ASSISTANT SUPERINTENDENT FOR FINANCE**

THIS CONTRACT OF EMPLOYMENT (hereinafter referred to as the “2015 Employment Contract”), is made and entered into this _____ day of September, 2015, by and between the **MINUTEMAN REGIONAL SCHOOL DISTRICT COMMITTEE** (hereinafter referred to as the “Committee”), whose members act hereunder in their representative capacity only and without any personal liability to themselves, and **KEVIN MAHONEY**, of North Andover, Essex County, MA (hereinafter referred to as “Mahoney”).

WHEREAS, the Committee and Mahoney are currently party to a Contract of Employment, dated December 18, 2012, (hereinafter the “Original Employment Contract”), which defines the terms and conditions of employment for Mahoney as Assistant Superintendent of Finance for the Minuteman Regional School District; and

WHEREAS, the term of Mahoney’s employment pursuant to Paragraph 2 of the Original Employment Contract ends on June 30, 2016; and

WHEREAS, the Committee and Mahoney desire to enter this Contract of Employment for the purpose of continuing and extending Mahoney’s term of employment as Assistant Superintendent of Finance consistent with and subject to the terms and conditions of this 2015 Employment Contract; and

WHEREAS, it is the desire of the Committee to describe and define the duties, benefits, and terms and conditions of employment for such position; and

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT

The Committee hereby continues to employ Kevin Mahoney as Assistant Superintendent for Finance and Mahoney hereby accepts continuing employment as Assistant Superintendent for Finance in the Minuteman Regional School District, subject to the terms and conditions hereinafter provided.

2. TERM OF EMPLOYMENT

Notwithstanding the provisions of any other written or verbal agreements or understandings, including but not limited to the Original Employment Contract, the term of this 2015 Employment Contract shall be for a period of four (4) years commencing on July 01, 2015 and ending on June 30, 2019, unless sooner terminated in accordance with the provisions hereof. It is expressly acknowledged and agreed that all prior agreements, including but not limited to the Original Employment Contract, have terminated effective June 30, 2015 and the terms of this 2015 Employment Contract shall control for the period of July 01, 2015 through June 30, 2019.

3. DUTIES AND RESPONSIBILITIES

Kevin Mahoney shall serve as chief fiscal officer of the School Committee and the School Business Administrator for the District. He shall be responsible for administering the business affairs of the school district so as to attempt to provide the best possible educational services with the financial resources which are available. As Assistant Superintendent for Finance, subject to the supervision and direction of the Superintendent, Kevin Mahoney shall diligently, faithfully, and competently perform the duties and responsibilities imposed upon or required of the Assistant Superintendent for Finance under the statutes of the Commonwealth, the regulations of applicable state and federal agencies, the policies of the Minuteman School Committee, the directives of the Superintendent of Schools, and the provisions of this 2015 Employment Contract. The Assistant Superintendent for Finance shall serve and perform such duties at such times and places and in such manner as the Superintendent may from time to time direct.

4. WORK YEAR AND HOURS OF WORK

The work year for the Assistant Superintendent for Finance shall be 12 months and consist of 260 working days less holidays provided to all District employees. The Assistant Superintendent for Finance shall work the number of hours necessary to perform all the duties and responsibilities of his position. Due to the unique nature of this employment, it is understood and agreed that, in order to properly perform the job required, the Assistant Superintendent for Finance may have to expend additional time beyond the normal work day and he agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Assistant Superintendent for Finance shall attend evening, emergency or such other meetings or conferences as requested by the Committee and/or the Superintendent, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

5. CERTIFICATION/LICENSURE

Kevin Mahoney shall furnish and maintain throughout the term of this contract of employment a valid and appropriate certificate/license which qualifies him to serve as an Assistant Superintendent and as a School Business Administrator in the Commonwealth, as required by Section 38G of Chapter 71 of the General Laws, and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary. Additionally, Mahoney shall secure and maintain MCPPO certification. The Assistant Superintendent for Finance agrees to advise the Committee immediately in the event that his licenses and/or certifications are revoked, suspended, or otherwise affected in any way.

6. MEDICAL EXAMINATION

The Assistant Superintendent for Finance may be required to submit to a medical examination once each year during the life of this 2015 Employment Contract, the cost of which shall be borne by the

Committee, and shall file or cause to be filed with the Superintendent an appropriate physician's certification of his ability to fulfill the duties of the position of Assistant Superintendent for Finance. This provision may be waived by the Superintendent in his/her sole and absolute discretion

7. COMPENSATION

The Assistant Superintendent for Finance shall be paid a salary as set forth below. For purposes of determining any pro-rated annual salary and benefit eligibility, the "contract year" shall be the period commencing July 1 and ending June 30 of any year under this 2015 Employment Contract.

- A. For the period commencing July 01, 2015 through June 30, 2016, the Assistant Superintendent for Finance shall be paid a salary of \$ 161,792.00. Said salary shall be payable bi-monthly, in equal installments consistent with the normal payroll practices applicable to all non-union employees of the Minuteman School District.
- B. For the period commencing July 01, 2016 and for each of the contract years thereafter when this contract of employment is in effect, the Superintendent shall submit to the Committee for review the Assistant Superintendent for Finance salary annually in conjunction with a performance evaluation. The Committee may, in its sole discretion, increase the Assistant Superintendent for Finances' salary for the following contract year.

The Assistant Superintendent for Finance's annual salary shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto, without mutual written agreement.

8. FRINGE BENEFITS

A. Insurance

The Assistant Superintendent for Finance shall be entitled to all insurance benefits (medical, hospital, and life) at the same premium contribution rates, as are currently provided by the District to its employees. The Committee reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Contract. The Assistant Superintendent for Finance agrees to accept any such changes which are made by the Committee.

B. Reimbursement for Expenses

The School Committee shall reimburse Kevin Mahoney for all expenses reasonably incurred in the performance of his duties under this 2015 Employment Contract. Such expenses shall include, but shall not be limited to costs of transportation and attendance at appropriate local, state and national meetings and conferences pre-approved by the Superintendent, and dues resulting from membership in the Massachusetts Association of School Business Officials and the Association of School Business Officials International and the Massachusetts Association of School

Superintendents.

C. Professional Development Funds

The Committee shall make available professional development funds, which may be used to pay for Mr. Mahoney's participation in courses, seminars, and other professional activities, which have been pre-approved by the Superintendent and will serve to enhance his performance and skills. Monies from such professional development funds, upon approval by the Superintendent, may also be used to pay his special travel expenses, which may arise in connection with such professional development activities.

D. Professional Engagements and Consultative Work

Kevin Mahoney may, with the Superintendent's pre-approval, and advance notice to the Committee, and with sound discretion, undertake and accept compensation for speaking, writing and lecturing engagements and any other engagements of a professional nature and consultative work outside the Minuteman Regional School District; provided however, that none of such engagement or consultative work shall derogate from the duties as Assistant Superintendent for Finance of the public schools and that, if such work is performed on a regularly scheduled work day, vacation time be utilized.

E. Annual Vacation

Based upon prior service to the District, it is hereby agreed the Assistant Superintendent has _____ days of accrued but unused vacation as of June 30, 2015. Effective July 1, 2015 and each July 1 thereafter during the term of this Contract, Kevin Mahoney shall be granted twenty-five (25) working days as annual vacation, exclusive of legal holidays. This annual vacation allotment shall be pro-rated in the event of a partial year's employment. The Assistant Superintendent for Finance may accumulate no more than 40 vacation days. Use of said vacation days must be mutually agreed upon by the Superintendent and the Assistant Superintendent for Finance.

F. Sick Leave

1. The Assistant Superintendent shall be entitled to earn paid sick days at the rate of one and one-half (1.5) days for each month of service. Sick days may be used for the Assistant Superintendent's own personal illness or injury or that of an immediate family member. Sick days not used in the year in which it is earned shall be accumulated for use in subsequent years. However, all unused sick time remaining as of the time of contract termination or separation from employment shall be forfeited and is not subject to buy back

under any circumstances.

2. The Assistant Superintendent for Finance shall provide the Superintendent or his/her designee with notice of usage of sick time as soon as practicable and pursuant to any procedures the Superintendent may require.
3. The Superintendent may require, at any time during the duration of this 2015 Employment Contract, the submission of a written certification of illness, injury or disability, whether mental or physical in nature, and a written diagnosis, prognosis and/or statement of ability to return to duty by an appropriately licensed physician or other professional of the Superintendent's choice.
4. If at any time during Kevin Mahoney's service as Assistant Superintendent for Finance of the Minuteman Regional School District, he has utilized all accumulated sick leave on account of catastrophic illness, the School Committee, at the discretion of the Superintendent, may grant additional sick leave, paid or unpaid, upon such terms as the Committee deems appropriate.

G. Personal Leave

Up to three (3) days of personal leave without loss of pay may be granted during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Personal days shall not be used to perform work outside the District. Written request to use such days must be submitted to the Superintendent at least twenty-four hours in advance. Unused personal time may not be accumulated or carried from year to year and shall be forfeited at the conclusion of this 2015 Employment Contract term.

H. Bereavement Leave

In the event of death in his immediate family, the Assistant Superintendent for Finance shall be allowed up to five (5) calendar days of bereavement leave without loss of pay commencing with the day of death. For purposes of this provision, "immediate family" shall include: parents, spouse, children, grandchildren and any relative living in his household. Up to three (3) days of leave without loss of pay shall be allowed to attend the funeral or memorial services of other members of his family. For such leave without loss of pay, advance notice must be given the Superintendent.

I. Contributory Retirement Plan

The Assistant Superintendent for Finance shall be a member of the Teachers' Contributory Retirement System as required by M.G.L. c. 32, §2.

9. EVALUATION

Kevin Mahoney shall be evaluated on an annual basis by the Superintendent of Schools using the Massachusetts Model System for Evaluation, including but not limited to the DESE Model Rubric for Superintendents (attached hereto as Exhibit A) and the Implementation Guide for Superintendent Evaluation (attached hereto as Exhibit B) as amended and modified from time to time by the Committee. The Superintendent will coordinate the evaluation process, soliciting input as appropriate from the School Committee. Additional criteria for evaluation may be utilized if agreed to in advance by the three parties. Mahoney shall have the right to prepare a response to said evaluation report, if he so wishes. Failure by the Superintendent or Committee for any reason to evaluate the Assistant Superintendent for Finance shall not be considered a material breach of this Agreement.

10. TERMINATION OF CONTRACT BY ASSISTANT SUPERINTENDENT FOR FINANCE

In the event that Mr. Mahoney wishes to terminate this 2015 Employment Contract prior to the expiration time of the Contract, he may do so by giving at least ninety (90) calendar days' notice of his intention to the School Committee and the Superintendent. In the event that such notice is given by the Assistant Superintendent for Finance, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date. The Assistant Superintendent for Finance acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

11. TERMINATION OF CONTRACT BY THE COMMITTEE

The Committee, shall have the right to suspend and/or dismiss the Assistant Superintendent for Finance for good cause; provided that the Committee has given him ten (10) calendar days written notice of intent to suspend or dismiss in sufficient detail to place the Assistant Superintendent for Finance on notice of the basis for such intended action, copies of all relevant documents on which it intends to rely for such action, and the opportunity to appear before the Committee relative to the proposed disciplinary action.

In the event of termination of the Assistant Superintendent for Finance under this provision, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date. In addition, this 2015 Employment Contract may be terminated at any time with the concurrence of the Committee provided that the balance of all financial obligations and benefits due until the expiration of the Contract term is paid in full.

12. NOTIFICATION FOR SUCCESSOR AGREEMENT/NON-RENEWAL

Should the Committee wish to enter into negotiations for a successor agreement, it shall notify the Assistant Superintendent for Finance by no later than December 31, 2018 of its intention. Absent notification of such interest to negotiate a successor agreement, this 2015 Employment Contract will automatically terminate on June 30, 2019. It is expressly understood and agreed that the non-reappointment of the Assistant Superintendent for Finance by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the

meaning of this 2015 Employment Contract and that the requirements thereof shall not be applicable in such circumstances. Execution of this 2015 Employment Contract shall constitute an acknowledgment that all renewal or extension provisions of the Original Employment Contract are null and void.

13. RESOLUTION OF DISPUTES

Any claim arising out of or relating to an interpretation of any term or condition of this 2015 Employment Contract or any alleged breach of this 2015 Employment Contract shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association in accordance with such rules. The decision by an arbitrator selected pursuant to such rules shall be final and binding on the parties hereto and may be entered in any court, tribunal, or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. Chapter 150C. Each party shall pay its own attorneys' fees with respect to the arbitration, and shall bear the costs of the arbitration as provided in the rules of the American Arbitration Association. It is hereby agreed and acknowledged that the arbitrator shall in no event have the authority to order or require the reinstatement of the Assistant Superintendent for Finance to his position following termination by the Committee. The arbitrator shall not have the authority to award attorney's fees or interest.

14. WARRANTY OF CREDENTIALS

The Assistant Superintendent for Finance warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this 2015 Employment Contract and the Assistant Superintendent for Finance's employment.

15. STATE ETHICS LAWS

The Assistant Superintendent for Finance is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws, and requirement thereunder, during the term of this Agreement and in connection with the performance of his job duties and responsibilities.

16. CORI CHECK

Prior to the commencement of the 2015 Employment Contract term, and from time to time as required by Massachusetts laws and/or District policies, the Assistant Superintendent for Finance shall authorize and the Superintendent shall perform a so-called CORI check with the Massachusetts Criminal History Systems Board. To the extent that the Superintendent becomes aware of any information revealed by the CORI check, which in his sole discretion, renders the Assistant Superintendent for Finance unqualified or otherwise unfit for the position of Assistant Superintendent for Finance, then this 2015 Employment Contract shall become null and void with no further obligations or recourse to the Parties.

17. INDEMNIFICATION

The Committee agrees to provide indemnification and legal defense of the Assistant Superintendent for Finance in accordance with Massachusetts General Laws, Chapter 258, and pursuant to Committee policies, to the extent applicable. As a condition of said indemnification and legal defense, the Assistant Superintendent for Finance shall cooperate with the Committee, its attorneys and agents in all matters relating to said claim.

18. SALARY DEDUCTIONS

This 2015 Employment Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the Assistant Superintendent for Finance and agreed upon by the parties or required by law.

19. ENTIRE AGREEMENT

This 2015 Employment Contract embodies the whole agreement between the Committee and the Assistant Superintendent for Finance and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

20. INVALIDITY

If any paragraph, part of or rider to this 2015 Employment Contract is determined invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

21. LAW GOVERNING

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

22. COUNTERPARTS

This 2015 Employment Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

In witness whereof, the parties have duly executed this contract of employment on the _____ day of September, 2015.

Assistant Superintendent for Finance – Kevin Mahoney

Superintendent-Director – Edward A Bouquillon PhD

Chairperson School Committee – Jeffrey Stulin

Field Trip: Appalachian Mountain Club --- Noble View Outdoor Center, Russel, MA

Monday: September 28, 2015

Field Trip Preparation – research the following:

- McLaughlin Fish Hatchery
- The Trustees of Reservations
- Mount Tom State Reservation

→Organize

→Pack

- See equipment & supply list

→Student supplies

- See list

Tuesday: September 29, 2015

→Bag check – bags to wrestling room @ 7AM

→Pack bus: equipment & bags

→Lunch – on the way to the Berkshires

Afternoon

- **McLaughlin Hatchery**

Goals:

- (1) To explain the importance and purpose the hatchery program in Massachusetts
- (2) To identify and describe types of jobs at the McLaughlin Hatchery
- (3) To identify species grown in hatchery
- (4) To describe filtration used in the hatchery
- (5) To describe routine monitoring required at the hatchery
- (6) To Identify sustainable and non-sustainable factors within the hatchery

→Provide worksheets to class

- **Quabbin Reservoir Visit**

Goal: To observe the history of the Quabbin Reservoir

Jim Hahn, Hatchery Manager McLaughlin State Trout Hatchery 90 East Street Belchertown, MA 01007 ph: (413) 323-7671 jim.hahn@state.ma.us

Evening

→Dinner at Noble View – Student prepared

- **Reading Lab & Discussion: Removing Invasive Plants**

Goals:

- (1) To explain the purpose of removing invasive plant species to manage forests in New England
- (2) To create an opinion on the value (importance) of removing invasive plant species
- (3) To discuss different opinions on invasive species management

→Provide article and reading guide to class

- Journal Writing
- Assign Poster Project Groups
- Brainstorm Poster

Wednesday: September 30, 2015

Morning

→ Breakfast at Noble View – Prepared by students

- **The Trustees of the Reservations – Land of Province**

Goals:

- (1) To explain the purpose of the Trustees of the Reservations
- (2) To assist employees of the Trustees of the Reservation remove invasive plant species and manage the property

Afternoon

→ Lunch – prepared at Noble View and brought to the site

- **Research & Poster: Forest Ecology**

Goals:

- (1) To observe and describe the ecology of forest in western Massachusetts
- (2) To determine if New England's forests and commercial industries are sustainable
- (3) To create a poster to describe biotic and abiotic characteristics of the forest, natural and human disturbances in the forest, interactions among organisms and between organisms and the environment, soil profiles in different locations in the forest.
- (4) To describe how the above factors are sustainable or non-sustainable for the forest
- (5) To present observations and research on the ecology of the forest and the sustainability of New England

→ Provide directions to class

- **Journal Writing Assignment**

Goal: To write a detailed journal to describe the trip to western Massachusetts

→ Provide directions to class

- **Nature Walk: Observing & Classifying Abiotic and Biotic Factors in the Environment**

Goals:

- (1) To observe and describe abiotic and biotic factors in the environment
- (2) To observe and describe interactions between living organisms and the environment
- (3) To observe human and natural disturbances

→ Record observations in field note book

Evening

→ Dinner at Noble View – Student prepared

- Journal Writing
- Work on posters
- Free reading time
- Outdoor exploration (with classmates)

Thursday: October 1, 2015

Morning

→ Breakfast at Noble View – Student prepared

- **The Big E**

Goals:

- (1) To research and describe examples of sustainable resources and/or programs
- (2) To differentiate between “not processed” and “processed” products/services in New England
- (3) To research and present examples of sustainability in New England based on observations from the Big E & existing programs in New England.

→Provide worksheets to class

→Lunch purchased at the Big E

Afternoon

- **Mount Tom State Reservation**

Goals:

- (1) To observe and describe abiotic, biotic, and human influences in Mount Tom State Reservation
- (2) To observe and explain natural and human disturbances impact the environment in Mount Tom State Reservation
- (3) To observe and describe interactions among organisms and between organisms and the environment
- (4) To observe and describe the biotic and abiotic characteristics of soil in Mount Tom State Reservation in different locations
- (5) To research and observe how humans manage the forest ecosystem

→Provide worksheets to class

Evening

→ Dinner at Noble View – Student prepared

- Outdoor exploration
- Journal Writing
- Work on posters
- Poster Presentations: Forest Ecology/ Sustainability

Goals:

- (1) To present research findings and observations of forest ecology/sustainability in New England
- (2) To ask questions about forest ecology
- (3) To ask questions about sustainability

Friday: October 2, 2015

Morning

→Breakfast at Noble View – leftovers prepared by Students

- Clean Noble View Cabins
- Pack bus

→Lunch en route to Minuteman

- Return to MMHS
- Clean & organize
- Journal writing
- Finish field trip assignments