



## AGENDA and NOTICE SCHOOL COMMITTEE MEETING

Regular Session Meeting  
Monday, October 7, 2024

**LOCATION**

Remote Location

Dial In: 1 301 715 8592 - Webinar ID: 896 2310 5381

URL: <https://us02web.zoom.us/j/89623105381>

### AGENDA

#### 7:00 p.m. Open Regular Session - Remote Call

1. Special Matter
  - a. Capital Planning Workshop, Alicia Mallon, MASC Field Director (Discussion) 60 Mins
2. Public Comment 15 Mins
  - a. *This is an opportunity for members of the community to address the School Committee. At the start of each regularly scheduled School Committee meeting, individuals will sign in for an opportunity to speak during public comment. School Committee Policy BEDH allots each speaker three (3) minutes to present their material and must begin their comments by stating their name and city/town. Public comment is not a discussion, debate, or dialogue between individuals and the School Committee. It is an individual's opportunity to express an opinion on issues within the School Committee's authority.*
3. Educational and Operational Matters (Report) 20 Mins
  - a. SEA Report (Drew Kelsey)
  - b. District Reports
    - i. Director of Business and Human Resources Report
    - ii. Assistant Superintendent Report
    - iii. Superintendent's Report
4. Business and Policy Matters
  - a. FY26 Capital Recommendations (Discussion/Action) 30 Mins
  - b. Fee Approval for Unified Games (Discussion/Action) 10 Mins
  - c. Approval of Grant for Grading for Equity Facilitation (Discussion/Action) 10 Mins
  - d. Food Service and SED Contracts (Discussion/Action) 30 Mins
  - e. Liaison Reports (Discussion) 10 Mins
  - f. Minutes (8/5/24, 8/19/24 and 9/9/24) (Discussion/Action) 5 Mins
5. Adjournment

*"This listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law."*

The next School Committee Meeting is scheduled for **Thursday, October 10, 2024**

**Sudbury Public Schools  
School Committee Meeting**

**Date: October 7, 2024**

**Agenda Item: 1a**

**Capital Planning Workshop  
Alicia Mallon, MASC Field Director**

**Recommendation:**

**Background  
Information:**

**Attachments:**

**Sudbury Capital Planning October 7**

**Brookline Capital Plan 2019**

**Groton Dunstable Capital Plan 2016**

**NT Budget Book 2024**

**Action:**

**Report:**

**Discussion:**

**XX**

# **Sudbury School Committee**

## **Capital Planning Workshop**

**October 7, 2024**

# What We Will Cover:

- ❑ MASBO Best Practices
- ❑ MSBA Best Practices
- ❑ Key Components of a Long Term Strategic Plan
- ❑ The School Committee's Role

## **The Massachusetts Association of School Business Officials (MASBO) recommends Districts develop a long-term capital plan that:**

- ❑ Includes a formal preventive maintenance program to maximize and prolong the effective use of the district's capital and major facility assets
- ❑ Includes a formal preventive maintenance program to ensure that educational and program facilities are clean, safe, secure, well-lit, well-maintained, and conducive to student learning
- ❑ Clearly and accurately reflects future capital development and improvement needs
- ❑ Includes the need for educational and program facilities of adequate size
- ❑ Is regularly reviewed and revised as needed with input from all appropriate stakeholders

# The Massachusetts School Building Authority (MSBA)

## Recommended Best Practices

### STAFFING:

**In order to effectively maintain the district's building portfolio, the district should have qualified and sufficient staff and staffing policies to maintain and operate its facilities and,**

- ❑ Written job descriptions for custodial and maintenance staff that clearly delineate duties and responsibilities and minimum qualifications.
- ❑ Training protocol for newly hired staff including orientation, instructions on operating equipment and major building systems and safety protocols.
- ❑ Data driven performance evaluation system for custodial staff that is used to review staff performance annually and that is updated regularly to address new goals and account for new building systems.
- ❑ Specialized training for health, safety, code compliance for appropriate staff.
- ❑ Training in how to improve the energy efficiency, air quality and comfort of district facilities.
- ❑ Vendor contracts as appropriate.

# The Massachusetts School Building Authority (MSBA)

## Recommended Best Practices

### **WRITTEN MAINTENANCE MANUAL:**

**A maintenance manual is a written guide consisting of items such as:**

- ❑ Minimum custodial and routine maintenance standards that govern day to day operations
- ❑ The district's philosophy and approach to maintenance
- ❑ Standards and benchmarks related for the effect outcomes of good maintenance
- ❑ Preventive/predictive maintenance plan and schedule
- ❑ Operating instructions for specialized equipment
- ❑ Instructions regarding emergencies and protocols regarding safety
- ❑ Protocols to maintain healthy air quality and building comfort

# The Massachusetts School Building Authority (MSBA)

## Recommended Best Practices

### **A Predictive/Preventative Maintenance Program that includes:**

- ❑ A detailed listing of activities including, but not limited to, items such as roof inspections, exterior wall inspections, interior flooring and finishes inspections, repainting, door hardware adjustments, window replacement, as well as more traditional items such as bearing lubrication and belt replacements on HVAC equipment and the dates for performance.

### **A Work Order System that:**

- ❑ Addresses facility problems as they occur or are reported and utilize a manual or computerized work order system for managing facility problems.

### **A Building Inspections Plan that:**

- ❑ Includes standardized forms and checklists and a standard condition rating system that allows inspectors to observe building components logically and record data uniformly.



# Long-Term Five to Ten-Year Facility Capital Improvement Plan

A long term (5-10 year) capital improvement plan is a systematic approach to addressing deferred maintenance and the replacement of building components that have reached the end of their useful life and. Projections of operating and capital costs should be coordinated with school boards, municipal officials and other policymakers' information in order to anticipate and develop budgets that incorporate the upcoming financial needs.

Key components of a capital improvement plan include:

- ❑ A listing of improvements, the number of years expected for completion and an estimated cost of each improvement
- ❑ A ranking by priority, based on the expected remaining life of building systems and/or educational needs
- ❑ An assessment of the financial resources required to fund and operate the desired improvements
- ❑ Coordination with the municipal officials, a link to the budget, routine review for implementation and dedicated funding

Source: MSBA

## The School Committee's Role in Capital Planning

- ❑ Review and provide feedback to the district on long term capital goals
- ❑ Support current and/or recommend facilities reviews and best practices
- ❑ Consider the budgetary impacts on those goals
- ❑ Provide, whenever possible, budgetary support for preventative maintenance and long term projects
- ❑ Ensure Committee, District, and Superintendent Goals are aligned with the Mission/Vision/Strategic Plan/District Improvement Plan
- ❑ Ensure your policies are up to date and align/support district goals
- ❑ Advocate for town support where appropriate

## Sources/Resources:

**Massachusetts Association of School Business Officials (MASBO)**

<https://www.masbo.org/>

**The Massachusetts School Building Authority (MSBA)**

<https://www.massschoolbuildings.org/>

**Department of Elementary and Secondary Education (DESE)**

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



# **Massachusetts Association of School Committees**

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Three School Plan:  
5/4/2+++ Section Schools  
*w/BEEP*



**School Committee  
Long-Term Capital Plan**

**September 23, 2019**



# Long Term Capital Plan - Three School Solution



In June 2018, The Select Board, School Committee and Ad Hoc Subcommittee to the Advisory Committee decided on a three school solution to expand school capacity and address Brookline's overcrowded schools, substandard facilities, and historic enrollment growth.

They used the body of work generated since 2009 to address Brookline's historic enrollment growth, which consisted of

- site selection studies,
- enrollment projections,
- a feasibility study,
- expansion in place efforts that have built 55 classrooms (44 in our buildings/11 leased), and
- more than 80 public meetings between 2015 and 2018.



# The Decision from June 2018 Continues



## **The June 2018 plan remains in place**

- 5 Section School = renovating or rebuilding Pierce with MSBA
- 4 Section School = a rebuilt and expanded Driscoll School
- 2+++ Section School = Location TBD (formerly Baldwin)
  - ❖ could potentially be Old Lincoln, Newbury or an unidentified site





# Ongoing Need for Long Term Capital Planning



## **Planning for and Finding Solutions for:**

- Continued overcrowding
- Substandard facilities particularly for our most vulnerable populations
- Need for additional special education (RISE) and English Learner Education (ELE) programs
- BEEP - Returning classrooms into K-8 school and adding classrooms to meet demand
- Administrative space that used to be in school buildings and is now temporarily housed at Clark Road
- The “expand in place” program that provided 55 classrooms 11 leased and 44 inside eight (8) preK-8 schools is “built out” and complete
- School Committee will only plan using properties currently under its control



# Three School Plan w/BEEP



## **Pierce (5 section), Driscoll (4 section), TBD (2+++ section), and BEEP**

1. School Committee will only plan using properties currently under its control.
2. Allows the district to balance current enrollment and accommodate projected student growth by adding a net of 37 additional classrooms across the district.
3. Begins to address the School Committee's long-term goal to bring BEEP classes back into our K-8 schools and eventually terminate leased classroom space.
4. Allows the district to complete minimal student reassignment and simultaneously expand spaces to bring early education classes back into the elementary schools, while maintaining the Lynch and Baldwin as Early Childhood Centers at either end of Town.
5. Does not address district administrative space needs or long term solutions for Baker.



## 5 Section: Pierce Elementary School - MSBA

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- Pierce School has reached the completion of its lifecycle (Pierce Historical built 1899, Expanded in 1974).
- Building Systems and building envelope related elements, including ADA accessibility need remediation and updating.
- Originally designed as a 3 section school and it now holds 5 sections.
- No expansion of core academic spaces, cafeteria, gymnasium, library and auditorium means they are inadequate for student body and out of date.



# Pierce: MSBA Project Timeline



Steps	Weblink to MSBA page	Average Time from now	Approximate Date
Eligibility Period	<a href="http://www.massschoolbuildings.org/building/prerequisites">http://www.massschoolbuildings.org/building/prerequisites</a>	270 days/9 months	February 2020
Forming of Project Team	<a href="http://www.massschoolbuildings.org/building/team">http://www.massschoolbuildings.org/building/team</a>	6-8 months	TBD 2020
Feasibility Study	<a href="http://www.massschoolbuildings.org/building/feasibility">http://www.massschoolbuildings.org/building/feasibility</a>	2 years	TBD 2021
Schematic Design	<a href="http://www.massschoolbuildings.org/building/schematic">http://www.massschoolbuildings.org/building/schematic</a>	2 years	TBD 2021
Funding the Project	<a href="http://www.massschoolbuildings.org/building/funding">http://www.massschoolbuildings.org/building/funding</a>	2 years	TBD 2021
<i>Debt Exclusion Override</i>	N/A	<i>2 years</i>	<i>May 2021</i>
<b>MSBA vote on Project</b>	<a href="http://www.massschoolbuildings.org/about/board_leadership/board_meetings">http://www.massschoolbuildings.org/about/board_leadership/board_meetings</a>	<b>2 years</b>	<b>July 1<sup>st</sup> 2021</b>
Detailed Design	<a href="http://www.massschoolbuildings.org/building/design">http://www.massschoolbuildings.org/building/design</a>	4 years	TBD 2023
Construction	<a href="http://www.massschoolbuildings.org/building/construction">http://www.massschoolbuildings.org/building/construction</a>	4 years	April-July 2023
Completing the Project	<a href="http://www.massschoolbuildings.org/building/completing">http://www.massschoolbuildings.org/building/completing</a>	7 years	TBD 2026

{<http://www.massschoolbuildings.org/>}



## 4 Section: Driscoll Elementary School - No MSBA



- Driscoll School has reached the completion of its lifecycle (built 1911).
- Building systems and other building envelope related elements need to be replaced.
- Current building does not meet the needs of a 21st century education.
- Originally designed as a 2 section school. Through additions and conversion of classrooms it has now been functioning as a full 3 section school, with one grade cohort that has four classes.
- The density of the student population in the Driscoll zone, as well as surrounding Coolidge Corner and Runkle School zones, warrant the need for a 4 section school.



# Driscoll Possible Project Timeline

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- November 2019: Article 4:  
<https://www.brookline.ma.gov/DocumentCenter/View/20115/Article-Explanations-2019-STM#page=1>
- TBD: Town Wide Referendum Vote
- Modifications to the following original timeline will be needed once the project passes. Up to 1 year of planning and construction time could have been lost with the delay in funding approval.
- **Most Aggressive and Optimistic Timeline**
  - ❖ Summer 2020: Construction Documents complete
  - ❖ Fall 2020: Construction commences
  - ❖ Fall 2022 or Winter 2023: Occupancy

Driscoll Building Plans and information is available at: <https://www.brookline.k12.ma.us/Page/2353>



# Old Lincoln School as 2+++ School



- Old Lincoln School and Baldwin are the only existing school sites controlled by PSB
- Currently serving BHS 9th grade through June 2021 (could be later if BHS is delayed)
- 18 to 20 general education classrooms
- Additional 4 to 6 classrooms for art, music, special education services, and learning supports
- Rooms have been fully renovated for Upper Devotion and for BHS use

## Possible Timeline for Old Lincoln as a 2+++ School -- Occupancy September 2021

- **January 2020** - Planning begins for student assignment, decision on how to “grow” school (grade by grade, which grades to start)
- **Spring 2020** - Principal hiring to begin in September 2020
- **Fall 2020** - Classroom configuration determined and staff assignment/hiring plan
- **Winter through Spring 2021** - Hire staff
- **July 2021** - BHS moves out of OLS
- **August 2021** - Building reorganized for elementary school
- **September 2021** - Building opens



## 2+++ section School: Site (TBD/when available)



- Need for 37 Classrooms similar to the Baldwin School Design  
{<https://www.brookline.k12.ma.us/baldwin-expansion>}
- Newbury College is currently being studied for 140,000 square foot school
- Old Lincoln School is the only potential site controlled by PSB

### Possible Project Timeline for New Site (Newbury or other TBD):

- **July Year 1 after site located:** Design Feasibility Phase Begins
- **April Year 1:** Cost Estimates + Preferred Design Finalized and Shared with Town Boards and Community Members
- **May Year 1:** Town Meeting Vote on Schematic Design Funding
- **July Year 2:** Schematic Design Phase Begins
- **March Year 2:** Schematic Design Phase Complete
- **May Year 2:** Town Wide Referendum Vote
- **May Year 2:** Town Meeting Vote
- **Spring Year 3:** Technical Drawings Complete
- **Summer Year 3:** Demolition/Construction Commences
- **Summer Year 5:** Complete Faculty and Staff Occupancy
- **Fall Year 5:** Complete Student Occupancy





# BEEP



## Long-standing goals of the School Committee

- Bring early education classrooms back into our K-8 schools along with Early Childhood Centers in order to meet children and community needs.
- Expanding the number of BEEP classrooms from 21 to 27 has been part of this long-term planning.
- Ensure that all future school renovations will include at least 2, if not 3, early education classrooms in their building.
- In short term, BEEP classes continue to move out of K-8 buildings to provide relief to Driscoll and allow Heath to add a RISE program and potentially a Native Language Support (NLSP) Program for ELE students.



# BEEP Locations FY 20 - FY 26



- By September 2020, only three BEEP classrooms remain in K-8 schools (1 at Runkle and 2 at Coolidge Corner)
- Lynch - 5 classrooms
- Beacon - 5 classrooms (leased)
- Clark Road (leased)
  - 3 classrooms in September 2019
  - 1 additional in 2020
- Baldwin -
  - 2 move from Heath in September 2020
  - When Winthrop House moves to the BHS Campus, potentially move 3 classrooms from Putterham in September 2021
- Putterham - 6 classrooms (leased)
  - 2 classrooms could move to Baldwin if space is needed at Baker due to anticipated growth from Hancock Village
  - Baker K classrooms would move to Putterham



# South Brookline BEEP Center

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Baldwin will be used as a South Brookline BEEP Center (while Lynch will serve as a North Brookline BEEP Center).

## Timeline:

- **Until July 2020** – Brookline School Staff Children’s Center (ground floor) - non-renewal of lease June 2020. Notice given in Fall 2018
- **September 2020** – BEEP Classroom from Heath, BEEP administrative space (ground floor)
- **July 2021** – Winthrop House moves to BHS campus
- **September 2021 and beyond** – BEEP Center adds new classrooms and takes on Putterhamp classes as Baker needs to expand



# Baker School Expansion/Renovation - Preliminary



- By 2028 the Baker School will reach its current lifecycle and will require renovation (built 1936, addition 1938 and 1953, and renovation/addition in 1997).
- Needs expansion, if enrollment continues to climb or flattens out at a higher level than the capacity the district has available.
  - The holding pattern for Baker has to do with not knowing how quickly the Hancock Village units will become occupied by families with school-aged children.
- Originally built as a 3-section school. Operating as a 4-section school.
  - Overflow plan for Baker is to move kindergarten classes to BEEP Putterham.
- School Committee has not discussed the Baker School renovation/expansion beyond the above.



# Office/Administrative Space Needs to be identified

The elimination and removal of the 24 Webster Place Lease and the 62 Harvard Lease (to fund the lease for 2 Clark Road) has resulted in up to 60 staff without a place to work in September 2020.

- 42 staff members formerly at 24 Webster Place and 18 staff members at the Sperber Education Center require office/desk space by September 2020.
- To fully solve the administrative workspace issue, PSB needs between 15,000 and 25,000 square feet of office space.
- There are no available funds for leases.



# Office/Administrative Space Needs to be identified



## **Other ideas for Administrative Office Space currently under consideration include:**

- Issue lease for office space in Fall 2019 for FY21-FY26 (CIP funding required)
- Bid two-high trailers for placement on Town owned property for permanent site (between 15,000 – 25,000 sq. ft.)
  - Purchase two-high trailers and place them on the green space between Town Hall and the Public Library over the underground garage (structural engineer review needed).
  - Place two-high trailers on pillars/stilts in Kent Street Parking Lot or Webster Street Parking area to preserve parking for local area businesses and employees.
  - Place two-high trailers on the green space behind the Brookline Public Health Center.



# Office/Administrative Space Needs to be identified



- Distribute employees throughout Town
  - Town Hall: doubling up offices or taking conference rooms
  - Oak Street Condos (requires code modifications) - [See Notes from Capital Improvements Subcommittee Meeting on August 13, 2019](#)
- Consider building/adding administrative office space as part of the 9<sup>th</sup> School site
- Town Meeting Warrant Article 5 to consider discarding Oak Street Condos in November 2019
  - <https://www.brooklinema.gov/DocumentCenter/View/20115/Article-Explanations-2019-STM#page=2>

# Groton Dunstable Regional School District: **Capital Plan**

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FY 2017-2026

**Submitted by:**

Co-Chair Steve Byrne, GDRSD Director of Building and Grounds  
Co-Chair Jared Stanton, GDRSD Director of Business and Finance

Brad Bobzien, Groton Community Member  
Mark Calari, GDRSD Maintenance Department  
Tom Delaney, Groton DPW  
Phil Kendall, Dunstable Community Member  
Michael Knight, Assistant Director of Business and Finance  
Alison Manugian, GDRSD School Committee  
Michael McCaffrey, GDRSD Athletic Director  
Ron Mikol, Dunstable Finance Advisory Committee  
Pete Myerson, GDRSD Principal  
Karen Tuomi, GDRSD Director of Extended Day Programs and District Safety Liaison



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## Introduction

The Groton-Dunstable Regional School District Capital Planning Committee was established in December 2015. The committee was comprised of administrators, elected officials, town employees, and community members from both Groton and Dunstable. The members were tasked with creating a multi-year capital plan to identify and prioritize the district's expected capital needs, establish project scope and cost, detail estimated amounts of funding, and identify potential funding sources.

The decision to create a structured plan for long-term capital spending will allow the district to preserve our capital assets and highlight the district's priorities for the future. Prior to FY16, the district made expenditures for capital assets and infrastructure without regard to the long-term impact of such projects. In the absence of comprehensive information and a structured plan, the district lacked accountability and measurability. To preserve district resources, prioritize capital requests, and sustain the financial health of the district, the committee created a ten-year plan that will begin in FY17.

Drafting the Capital Plan was a comprehensive process which began with creating an inventory of assets, identifying needs, establishing priorities, and identifying funding mechanisms. Throughout this process, we learned the district has a large inventory of aging facilities that are difficult and costly to maintain. This is an impediment to providing the best possible education to our students. By focusing on the needs of the district and fostering collaboration amongst stakeholders, the committee created a plan that supports the district's long-term goals and priorities for responsible growth and development.

The total cost of the proposed plan is \$27,705,235 funded through such mechanisms as the general fund, capital debt, revolving funds, and Massachusetts School Building Authority reimbursements. In addition, the committee will apply for grants and Community Preservation Committee funds. This plan will focus on updating existing facilities, equipment, and our fields to encompass the district's overall needs. Implementation of this plan will allow us to preserve our assets and infrastructure while ensuring the efficient use of public funds.

# District Facilities Information

## Prescott School



Prescott Fast Facts	
Gross Floor Space	25,936
Parcel Acreage	2.81
Maximum Capacity	220
Central Office Staff	16
Parking spaces	40

The Prescott School was built in 1927 as a high school for the town of Groton and leased for the last decade from the town of Groton. During the last decade, the town of Groton has committed fiscal resources to maintain

the historical building. The Prescott School has a new boiler, a new roof, new windows, and a newly installed fan for ventilation/air circulation to align to Fire Code specifications. The building’s heating system was also converted from oil to gas and the electricity was retrofitted to meet Central Office needs. There are no capital projects for Prescott included in this plan.

## Boutwell Early Childhood Center



Boutwell Fast Facts	
Gross Floor Space	8,208
Parcel Acreage	2.83
Maximum Capacity	120
5/1/16 Enrollment	76
Parking Spaces	26

The Boutwell School was built in 1914 and used as an elementary school until the New England Business Service took over the

building in 1980. The district reclaimed the building in 1995 and converted it to an Early Childhood Center, serving children from 3-5 years of age. From 1996-2005, Boutwell housed both Preschool and Kindergarten classrooms for Groton students. In 2005,

Kindergarten classes were moved to both Prescott School and the Florence Roche elementary schools. During FY2003, an air quality issue was discovered because carbon monoxide levels were elevated. The HVAC system was inspected and it was determined that the dampers needed to be opened, which fixed the air quality problems. As a result, carbon monoxide detectors were installed.

Currently, the Boutwell ECC is in need of a new roof and two rooftop ‘weather-maker’ units. The roof is 21-years old and the current units are 28-years old and have surpassed their anticipated life span.

## Florence Roche Elementary School



Florence Roche Fast Facts	
Gross Floor Space	52,002
Parcel Acreage	35.62
Maximum Capacity	400
5/1/16 Enrollment	519
Parking Spaces	389

The Florence Roche Elementary School was built in 1951 and is owned and leased by the Town of Groton. In 1988, an additional 17,600 square feet was built to meet increasing enrollments. The next 15 years saw further increases in enrollment, which resulted in the installation of 7 modular units, each 1000 square feet with their own self-contained heating and air conditioning units. One unit was added in 1996 and another four were added in 1998. In 2001, two additional modular units were added. These units should last for 30 years.

The modular units were inspected in February 2008. The result of the inspection indicated that the units were structurally sound. Past improvements include roof repairs, re-carpeting, staining the exterior every four years, and a heating and air conditioning unit replacement in the oldest modular in FY2016.

The main building is heated by two boilers. One provides steam heat and the other is forced hot water. There is a 10,000 gallon underground oil tank. In the past there had been a problem with “heat control” and the district has replaced uninvent heaters (as needed) and each room has a thermostat.

A Massachusetts School Building Authority study was performed in February 2006 and stated, at the time, that the main building was in good condition with few areas of attention. A decade later, the building has significant capital needs. Florence Roche needs a full renovation to include new electrical, plumbing, asbestos abatement,

heating, roof, windows, flooring, kitchen, potential build out for central office, and removal of modular units. In addition, the steam boiler needs to be replaced. Although the windows are in good condition, they are showing signs of stress and wear. Lastly, it is important to note that there is asbestos in the crawl space under the flooring of the building and is totally self-contained.

### Swallow Union School



Swallow Union Fast Facts	
Gross Floor Space Main Building	70,246
Gross Floor Space Modulares	7000
Parcel Acreage	6.08
Maximum Capacity	420
5/1/16 Enrollment	275
Parking Spaces	49

The Union Building was built in 1895. Swallow Union Elementary was built in 1962 at 19,862 square feet. In 1975 and again in 1995, additions were added, due to increasing enrollment. Recent updates to the Union Building include a window replacement in 2009, when architecturally energy efficient windows were installed. Currently, the Swallow Union Elementary plumbing and electrical are in stable condition. Walkways around the two buildings are in need of repair and the two underground oil tanks need to be replaced. Also, the Union Building exterior needs to be painted in FY2018. Lastly, Swallow Union Elementary needs a roof replacement by FY2026.

## Middle School North



### Middle School North Fast Facts

Gross Floor Space	95,630
Parcel Acreage	35.62
Maximum Capacity	685
5/1/16 Enrollment	415
Parking Spaces	389

The Middle School North was built in 1962 and was originally the High School for the district. It was renovated in 2004 to meet the increasing enrollment of the

towns.

The North building is heated by three gas powered, forced hot water boilers that are in good condition. The temperature control system for the building is currently functional. However, it requires frequent adjustments to keep room temperatures balanced. The system is obsolete and no longer supported by the manufacturer and for this reason a full replacement of the system is necessary.

Walkways around the North Building need some attention, as they are lined with trees and roots, which are lifting the surrounding walk area and creating safety concerns. As a result, these trees need to be removed.

## Middle School South

The Middle School South was built in 1989. Increasing enrollment necessitated the addition in 1999 and the purchase of 2 modular units in 2000. The only significant upgrade to the building was the replacement of a Gen Flex roof with Sarnafil roofing in 2013. Overall, the building and the modular units are in good condition. Capital improvements include the replacement of ground floor and second floor spaces, replacing the student lockers on the second floor, renovating existing kitchen facilities, and resurfacing the walkways around the building like the Middle School North.

### Middle School South Fast Facts

Gross Floor Space	92,000
Parcel Acreage	35.62
Maximum Capacity	515
5/1/16 Enrollment	374
Parking Spaces	389

## High School



### High School Fast Facts

Gross Floor Space	165,000
Parcel Acreage	42
Maximum Capacity	970
5/1/16 Enrollment	842
Parking Spaces	262

Groton-Dunstable Regional High School was built in 2003. Since the high school was built, there have not been significant upgrades to HVAC, the water filtration system, or the athletics fields. The current AC chiller, installed when the building was constructed, handles multiple offices, the library, The Black Box Theatre, teacher prep rooms and computer rooms. One of the compressors is burnt out and needs to be replaced. This unit is sized to handle the areas above and runs all of them at once. It is an inefficient system when cooling is only needed in smaller areas. To make the system more efficient, the building needs ductless split units.

The high school is served by an on-site well and filtration system. Upon completion of the building construction it took several years of effort to make the water safe for consumption. The current water filtration system is no longer manufactured and parts are nearly impossible to find. The two water softeners and the UV light component need to be replaced as a result. Replacement of the entire system would ensure that the water remains viable for use and would make repairs less likely and more economical.

## Peter Twomey Youth Center



### PTYC Fast Facts

Gross Floor Space	13,626
Parcel Acreage	N/A
Maximum Capacity	300
Current Enrollment	N/A
Parking Spaces	389

The "New Gym" was constructed in 1977 as a replacement gym while the High School gym floor was repaired. After the High School gym was completed, the "New Gym" was used as a storage facility for the district's maintenance department. In



1996, the "New Gym" Renovation Committee was formed to renovate the building as a permanent home for the district's Extended Day Program, along with classroom space for Community Education. It provided meeting space for outside groups including youth athletic leagues. The gym was the largest phase of the renovation which included the laying of a wood floor and is available for school and community use. For the last 20 years, the building has provided the district with rental revenue allowing the programs to be self-supporting.

The PTYC HVAC system is currently served by four units. Two of the units feed the gym area for heating only. The other two feed the main portions of the building. All four units are in need of replacement. The intent is to provide two heating only systems for the gym. The other two units need to be upgraded to include air conditioning. This would allow removal of the aging and ineffective window ACs currently used during the summer months.

## Funding Sources & Definitions

### **Capital Budget**

An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended.

### **Capital Exclusion**

A temporary increase in the tax levy to fund a capital project or make a capital acquisition. Exclusions require two-thirds vote of the selectmen or city council and a majority vote in a community-wide referendum. The exclusion is added to the tax levy only during the year in which the project is being funded and may increase the tax levy above the levy ceiling.

### **Capital Funding**

Funding for capital projects as presented in the municipal budget or as a separate article to be approved by the municipality. The municipality can choose to make a direct cash outlay to cover the cost or borrow for the specific purpose of the capital project. The cash outlay can come from existing unrestricted municipal revenue sources or capital expenditure exclusions which raise tax revenue pursuant to (M.G.L. c. 59, §21C(i½)). A capital exclusion does not involve borrowing over time but raises one time funds to cover the capital expense for the project.

If the municipality chooses, a debt exclusion may also be used to fund such projects. A debt exclusion raises tax revenue beyond proposition 2 ½ to pay debt services costs of borrowing to finance a capital project. The additional tax remains until the underlying bond which funded the project is retired.

### **Capital Plan**

A plan for capital expenditures to be incurred each year over a fixed period of years to meet capital needs arising from the long term work program or otherwise. It sets forth each project or other contemplated expenditure in which the school system is to have a part and specifies the full resources estimated to be available to finance the projected expenditures.

### **Dunstable Community Preservation Committee (CPC)**

The Town of Dunstable adopted the Community Preservation Act at a Special Town Meeting on September 25, 2006. The nine member committee was to consider projects and make recommendations for appropriations which preserve open space, provide

affordable housing, preserve or restore historic property, documents or artifacts, or which create recreational opportunities.

### **Groton Community Preservation Committee (CPC)**

The CPC is responsible for the general oversight of the Groton Community Preservation Act (CPA) funds and the selection and recommendation of Groton CPA proposals. The CPC created and updates this Community Preservation Plan (CPP) and monitors the execution of projects based on town approved proposals.

### **General Fund**

A fund used to account for all transactions of a school system which are not accounted for in another fund. The general fund is used to account for the ordinary operations of a school system which is financed from town assessments, state funds, and other general revenues.

### **Massachusetts Building Authority Reimbursement (MSBA)**

The Massachusetts School Building Authority (“MSBA”) is a quasi-independent government authority created to reform the process of funding capital improvement projects in the Commonwealth’s public schools. The MSBA strives to work with local communities to create affordable, sustainable, and energy efficient schools across Massachusetts.

### **Operating Expenses**

The term is used to describe expenses for general fund purposes.

### **Revolving Accounts**

Special funds established to dedicate a specific source of revenue from fees and charges to pay expenses in rendering the service for which those payments are made. The hallmarks of a revolving fund are that expenses cannot be paid until sufficient amounts have been received and that once received, money in the fund can be expended without further appropriation. Revolving accounts may carry a positive balance from year to year.

# Groton Dunstable Regional Schools FY2017-2026 Capital Plan Comment Sheets

**Department:** Facilities Department  
**School:** District Wide  
**Project Name:** Replacement of Dump Truck  
**New:** Yes **Replacement:** Yes  
**Current Age:** 31 Years and 21 Years  
**Estimated Life:** 8 Years

**Reason for Need:**

An existing 1995 Ford dump truck is used in district for sanding of driveways and parking lots. In addition, the high school property is home to a rebuilt 1985 Chevy dump truck. The facilities department is in need of a new dump truck by FY2018 and the price for one is approximately \$53,000. A replacement schedule of one truck every eight years needs be put in to place and therefore, \$60,420 will be needed in FY2026. These items are anticipated to be capital expenses.

<b>Cost 2018</b>	\$53,000
<b>Cost 2026</b>	\$60,420(i)
<b>Total Cost</b>	\$113,420

**Potential Funding Source:** Capital Funding

(i) We used a yearly inflation rate of 2.15% which was the average historical inflation rate between 2000 and 2015 according to the current Consumer Price Index which is published by the Bureau of Labor Statistics.

**Department:** Facilities Department

**School:** District Wide

**Project Name:** Replacement of Maintenance Vehicles

**New:** Yes                      **Replacement:** Yes

**Current Ages:** 12 Years, 13 Years, 5 Years, and 3 Years

**Estimated Life:** 8 Years

**Reason for Need:**

The maintenance staff currently has four pickup trucks that are used throughout the district. The trucks were purchased in 2004, 2005, 2011, and 2013. A replacement schedule of one every other year would mean that each is replaced at approximately eight years old. This is a realistic schedule given the use and miles that these trucks endure. These are anticipated to be capital expenses beginning in FY2018.

<b>Cost 2018</b>	\$50,000
<b>Cost 2020</b>	\$52,000(i)
<b>Cost 2022</b>	\$54,080(i)
<b>Cost 2024</b>	\$56,243(i)
<b>Cost 2026</b>	\$58,492(i)
<b>Total Cost</b>	\$270,815

**Potential Funding Source:** Capital Funding

**(i)** We used a yearly inflation rate of 2.15% which was the average historical inflation rate between 2000 and 2015 according to the current Consumer Price Index which is published by the Bureau of Labor Statistics.

**Department:** Facilities Department

**School:** District Wide

**Project Name:** Replacement of (4) Lawnmowers (2 small and 2 large)

**New:** Yes **Replacement:** Yes

**Current Ages:** 2 Large (20+ Years)/ 2 Small (1 Year and 2 Year)

**Estimated Life:** 10+ Years (Large)/6+ (Small)

**Reason for Need:**

There are four lawnmowers utilized throughout the district. Our 2 large lawnmowers are currently over 20 years old. The district recently purchased 2 smaller lawnmowers in FY2015 and FY2016. The two large lawnmowers need to be replaced in FY2018 and FY2019 and then need to be on a 10 year replacement plan. The two smaller lawnmowers need to be on a replacement plan every 6 years. It is important to schedule a replacement plan for these lawnmowers because we have experienced that the repair costs, the downtime, and the loss of productivity is more expensive than replacing the units. We have done some research and the costs for these lawnmowers have remained steady and an inflation cost is not necessary. These are anticipated to be capital expenses beginning in FY2018.

<b>Cost 2018</b>	\$25,000
<b>Cost 2019</b>	\$25,000
<b>Cost 2021</b>	\$8,000
<b>Cost 2022</b>	\$8,000
<b>Total Cost</b>	\$66,000

**Potential Funding Source:** Capital Funding

**Department:** Special Education

**School:** District Wide

**Project Name:** Replacement of PAVE Van

**New:** Yes **Replacement:** Yes

**Current Ages:** 14 Years **Estimated Life:** 10 years

**Reason for Need:**

The only passenger vehicle currently owned by the district is a 2002 van used for the special education PAVE program. This vehicle is used to transport students to various work learning opportunities and community experiences in the area. Having this ability in-house has yielded additional flexibility and cost savings over reliance on an outside vendor. The district purchased this van in FY2015 for \$13,500 and the district expense for gas, repairs, and insurance is \$3,000 each year. Appropriately licensed special education staff transport the students at no additional cost to the district. The exterior and the interior of the PAVE van must have state safety inspections 3 times per year. Although current repair costs have been minimal, the vehicle should be replaced in FY2021 and then again every 10 years. This is anticipated to be a capital expense in FY2021.

In the past, the district had 16 in-house vans, 1 car, and 11 drivers for transport of special needs students, both in and out of district. While this had the potential to save costs on paper, the reality was that managing a fleet of this magnitude was daunting. Additionally, the district was unable to support the needed vehicle repairs and maintenance for the aging fleet. The decision to out-source was made when several of the vehicles needed simultaneous replacement and no funds were available.

**Cost 2021** \$70,000

**Total Cost** \$70,000

**Potential Funding Source:** Capital Funding

**Department:** Technology

**School:** District Wide

**Project Name:** Replacement of Phone System and Network Infrastructure

**New:** Yes                      **Replacement:** Yes

**Current Ages:** Varied                      **Estimated Life:** N/A

**Reason for Need:**

Our telephone system is outdated, obsolete, and vulnerable. A strategic goal is to identify a replacement communication system. The current system requires expensive service to fix failures and difficult-to-find parts. Current leasing options using VoIP, a service that uses the Internet to make and receive calls, offers features and applications for no capital investment (aside from telephone headsets) or expensive maintenance contracts. Our current infrastructure would need improvements to accommodate the new features a VoIP system would offer. When District administrators were asked to consider the most important hardware technology need in a September 2015 survey, an updated phone system was a top priority.

In several locations, specifically at the High School, improved Internet performance to support not only VoIP, but access for students and staff, is not only desirable but, in time, will become mandatory.

None of the District’s installed WIFI units and much of the wiring and switches are not capable of supporting the demands of a new telephone system and the requirements placed on the network by students and staff. A goal of this project is to overcome this limitation. In July 2017 the cloud-management license expires for the oldest group of 96 access points, which all are located at the High School. These devices need to be replaced in the FY18 budget. In June 2018 the cloud-management license for the remaining 175 access points will expire. The devices need to be replaced in the FY19 budget. During both years, replacements to wiring and switches will occur.

The upgrade will be broken out in to 2 stages, the first one beginning in FY2018 and the second stage in FY2019. This is an anticipated capital expense in both FY2018 and FY2019.

<b>Cost 2018</b>	\$255,000
<b>Cost 2019</b>	\$255,000
<b>Total Cost</b>	\$510,000

**Potential Funding Source:** Capital Funding



**Program:** Athletics  
**School:** High School  
**Project Name:** Resurfacing of the High School Track  
**New:** Yes **Replacement:** Yes  
**Current Age:** 13 Years **Estimated Life:** 9 Years

**Reason for Need:**

The track at the high school has outlived its life expectancy. The district has maintained the track but it now must be resurfaced before it turns into a potential safety hazard for the users. The track's spray coating is wearing unevenly and is showing signs of damage in some areas. In addition, the field events areas need repair where they are torn and delaminated. This is anticipated to be a capital debt expense.

<b>Cost 2019</b>	\$150,000
<b>Total Cost</b>	\$150,000

**Potential Funding Source:** Capital Funding

**Department:** Facilities Department

**School:** High School

**Project Name:** HVAC System

**New:** Yes **Replacement:** Yes

**Current Age:** 14 Years

**Estimated Life:** 20 Years (new one)

**Reason for Need:**

The current AC chiller, installed when the building was constructed, handles multiple offices, the library, Black Box Theater, teacher prep rooms and computer rooms. Because the unit serves all of these areas, it is inefficient when cooling is needed in only part of these areas. One of the compressors is burnt out and has failed. The chiller as a whole is in poor condition and needs replacement.

The proposed FY2017 general fund budget includes the addition of multiple ductless split units. These will be installed to address offices and smaller areas that are frequently used in summer months. Due to dramatically higher efficiency the purchase cost of these units will be recouped in a single year of operational savings. The life of the replacement chiller in the existing unit will be extended as it will see less use. The cost to install the ductless units and to replace the failing chiller is approximately \$50,000. It is recommended that this project start no later than FY2018 and is an anticipated capital expense.

<b>Cost 2018</b>	\$50,000
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<b>Total Cost</b>	\$50,000
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**Potential Funding Source:** Capital Funding

**Department:** Facilities

**School:** Middle School North (MSN) and South (MSS)

**Project Name:** Outside Walkways and Tree Removal

**New:** Yes                      **Replacement:** Yes

**Current Age:** 1988(MSS) 2004 (MSN)

**Estimated Life:** 20 Years

**Reason for Need:**

Walkways around the South building are beginning to show wear and need to be replaced by FY2026. Around the North building, tree roots are lifting nearby walk areas creating safety concerns. These trees should be removed and the sidewalks then replaced to address safety concerns. It is recommended that the district replace the walkways around the North building in FY2020 and the walkways around the South building in FY2026. This will be a capital expense beginning in FY2020. The capital planning committee adjusted costs for inflation in FY2026.

<b>Cost 2020</b>	\$25,000
<b>Cost 2026</b>	\$28,403(i)
<b>Total Cost</b>	\$53,403

**Potential Funding Source:** Capital Funding

(i) We used a yearly inflation rate of 2.15% which was the average historical inflation rate between 2000 and 2015 according to the current Consumer Price Index which is published by the Bureau of Labor Statistics.

**Department:** Facilities

**School:** Middle School South

**Project Name:** Repair and Replace Ground Flooring

**New:** Yes **Replacement:** Yes

**Current Age:** 28 Years **Estimated Life:** 20+ Years

**Reason for Need:**

The flooring in the Middle School South building is in need of replacement in virtually all ground floor spaces. The maintenance staff receives many complaints about the moisture that comes up from below floor and about condensation. Due to this moisture, mold has been of concern with the first floor vinyl composition tile (VCT). MASS EPA and environmental companies have tested the premises and indicated that no mold exists. They strongly recommend replacing the flooring because of the potential for mold if the district does not permanently fix these conditions and install moisture barriers underneath the new flooring.

The district has been budgeting approximately \$14,000 annually in the general fund for flooring needs but this project exceeds the patchwork approach we've been doing for so many years. This work may require the alteration of doors and thresholds and is anticipated to cost approximately \$50,000. It is recommended that this project start no later than FY2021 and is an anticipated capital expense.

<b>Cost 2019</b>	\$50,000
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<b>Total Cost</b>	\$50,000
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**Potential Funding Source:** Capital Funding

**Department:** Facilities

**School:** Middle School North

**Project Name:** HVAC Controls System

**New:** Yes                      **Replacement:** No

**Current Age:** 12 Years                      **Estimated Life:** 20+ Years

**Reason for Need:**

The North building employs three gas powered forced hot water boilers for heat. The units work well and are in good condition. The heating and AC control system for the building is currently functional but requires frequent adjustments to keep rooms balanced. The system is obsolete and no longer supported by the manufacturer. Therefore, the full system needs to be replaced in stages beginning in FY2019 and is anticipated to be a capital expense.

<b>Cost 2019</b>	\$100,000
<b>Cost 2020</b>	\$100,000
<b>Cost 2021</b>	\$100,000
<b>Cost 2022</b>	\$100,000
<b>Total Cost</b>	\$400,000

**Potential Funding Source:** Capital Funding

**Department: Facilities**

**School: Boutwell**

**Project Name: HVAC System**

**New: Yes Replacement: Yes**

**Current Age: 28 Years Estimated Life: 20+ Years**

**Reason for Need:**

The two existing 'weather-maker' rooftop units need to be replaced urgently. They are both 28 years old and have surpassed their anticipated life span. Both are highly inefficient gas fired units that run all year. Cooling is needed in the summer months as the building is utilized for mandated programs to meet student needs. The anticipated operational cost savings will likely pay for these units fairly quickly. The replacement costs for both units is approximately \$60,000 and it is recommended that this project start no later than FY2018. This is anticipated to be a capital expense.

**Cost 2018 \$60,000**

**Total Cost \$60,000**

**Potential Funding Source: Capital Funding**

**Department: Facilities**

**School: PTYC System**

**Project Name: HVAC**

**New: Yes Replacement: Yes**

**Current Age: 18 Years Estimated Life: 20+ Years**

**Reason for Need:**

The Peter Twomey Youth Center is a prefabricated steel building and it is served by four heating units that were installed in 1998. Two of the units feed the gym area and the other two feed the main portions of the building. All four units are in need of replacement having required constant repairs in recent years. Three HVAC companies, including the original contractor, concede that the units have reached their maximum life. Summer cooling is provided by two aging and ineffective window AC units.

The intent is to provide two heating only systems for the gym. The other two systems in the main building need to be upgraded to include air conditioning since the building houses summer programs. Each of the combined heating and cooling units will cost approximately \$140,000. This project will start in FY2017 and funds will come from the Extended Day revolving account.

<b>Cost 2017</b>	\$140,000
<b>Total Cost</b>	\$140,000

**Potential Funding Source:** Extended Day Revolving Account

**Department: Facilities**

**School: Boutwell**

**Project Name: Roof Replacement**

**New: Yes Replacement: Yes**

**Current Age: 21 Years Estimated Life: 30 Years**

**Reason for Need:**

The roof was replaced in 1995 and will be coming to an end of its useful life at the end of this capital plan. It is recommended that we schedule this roof replacement in FY2026. Preschool buildings are not eligible for MSBA reimbursement but this may be a project that could be funded by the Community Preservation Committee. If these funds are unavailable, then we anticipate it to be a capital debt expense.

**Cost 2026 \$300,000**

**Total Cost \$300,000**

**Potential Funding Source: Capital Funding**



**Department:** Food Service

**School:** Middle School South

**Project Name:** Kitchen Equipment Upgrade

**New:** Yes **Replacement:** Yes

**Current Age:** 27 Years **Estimated Life:** 20 Years

**Reason for Need:**

The kitchen equipment in the Middle School South building is in need of an upgrade since much of it dates back to 1988. The building needs 4 new convection ovens, a new dishwasher, and a new standalone refrigerator. In addition, the district needs to replace both serving lines with 8 steam table wells and 2 serving line refrigeration units. The cost to replace these items will be \$50,000 and is anticipated to be a capital expense.

<b>Cost 2018</b>	\$50,000
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<b>Total Cost</b>	\$50,000
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**Potential Funding Source:** Capital Funding

**Department:** District Wide

**School:** All Schools

**Project Name:** Furniture Upgrade

**New:** Yes                      **Replacement:** Yes

**Current Age:** Varies                      **Estimated Life:** 20 Years

**Reason for Need:**

Many years of lean budgets have eliminated routine replacement of furniture throughout the district. As the furniture becomes worn there is increased potential for unsanitary conditions and detrimental impacts for students.

The furniture at the Boutwell School receives heavy use – tables for example are used for project based learning and eating.

The elementary schools have not had any significant general fund furniture replacement in the past 15-20 years. The lunch tables at Swallow Union are approximately 20 years old, and difficult to clean and breakdown. Furniture needs at Florence Roche have been filled with hand-me-downs and generous donations from PTA and grant sources.

If the school does not receive MSBA funding for a core project (furniture would be covered if selected), the district will need to replace broken and outdated furniture with more developmentally appropriate furniture.

At the Middle School much furniture is nearing the end of life spans. Science tables, bookshelves, and other items are falling apart and hence are removed from the classrooms. Lack of appropriate furniture for storage will expose textbooks and materials to additional (an unnecessary) wear and tear.

At this juncture, the high school furniture is thirteen years old and has withstood a tremendous amount of use, particularly as the enrollment here has nearly doubled. From doors and locks to blinds and tables, the everyday use has rendered many things in need of repair or replacement. In addition, classroom use has evolved requiring alternative desks/chair set ups.

The capital planning committee recommends a district wide furniture upgrade in FY2021, after the Florence Roche MSBA (if selected) project is done. The surplus furniture from Florence Roche can then be used to supplant many of the older furniture in the other schools. Once this is done, \$200,000 will be needed for additional furniture throughout the district. This is anticipated to be a capital expense.

<b>Cost 2021</b>	\$200,000
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<b>Total Cost</b>	\$200,000
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**Potential Funding Source:** Capital Funding

**Department:** Facilities Department

**School:** Middle School South

**Project Name:** Second Floor Locker and Floor Replacement

**New:** Yes **Replacement:** Yes

**Current Age:** 20+ Years **Estimated Life:** 20+ Years

The lockers on the second floor need to be replaced. These lockers, which are narrow and very small, were not designed to hold the books bags that many students have these days. Consequently, the bags and other items that do not fit in to the lockers flood the floors of the hallways causing a safety hazard. Costs to replace the lockers have been included in preliminary general fund budgets, but have been eliminated due to budget restraints. In addition, the flooring on second floor needs to be replaced, which should be done when the existing lockers are removed. These costs are capital expenditures.

<b>Cost 2018</b>	\$75,000
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<b>Total Cost</b>	\$75,000
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**Potential Funding Source:** Capital Fund

**Department: Athletics**

**School: High School**

**Project Name: Renovation to the Weight/Aerobic Room**

**New: Yes Replacement: Yes**

**Current Age: 13 Years Estimated Life: 10 Years**

With proper planning and funding, teachers will be able to provide a state of the art fitness center that enables us to develop physically literate students who have the knowledge, skills, and confidence to perform a wide variety of exercises.

Our fitness center has stood the test of time with most of the equipment that is currently in the facility being purchased back in 2003. We have added a few machines (2 rowers, 2 bikes, 1 full rack of free weights) over the course of the last few years but the price of fitness equipment can be daunting. We have also repaired and/or replaced broken components on some of our Nautilus equipment and Aerobic equipment. The needs of the center are not only in equipment repair and replacement but also new flooring. Having outdated and damaged equipment remain in use could be a tremendous liability to the district and put students and employees at risk.

PE - High school physical education classes service between 450-500 students a year.

Athletics - Hundreds of student-athletes at GD use the fitness center as part of their coaches' pre-season and in-season conditioning programs. Many student-athletes have to be turned away as their coaches and/or teachers cannot always provide supervision before and after school hours so they can use the fitness center.

Community Ed - Over the course of the year there are 4-5 Enrichment Fitness Training sessions (3 summer, 2 winter, 1 fall) that are offered. Last year, these sessions serviced around 125 students.

**Current Needs:**

1. Fix equipment that we value keeping - select equipment pads, pins, seated leg press machine, and adjustable benches.
2. Replace equipment that is broken with new equipment. Both elliptical machines and both treadmills need to be replaced.
3. Replace current flooring for weight room section. The current flooring is wearing down and has become slippery. New flooring has to be able to be washed regularly. The current flooring can only be vacuumed. New flooring is essential.
4. Purchase new fitness equipment to allow for new fitness opportunities - half racks, TRX bands with Anchor points, exercise bikes (Spinners or Fan bikes), Pullup bars, Yoga Mats, fitness ropes (Battle Ropes), racks for barbells, new

attachments for cable machines (lateral pull down straight bar, V-shaped press down bar, rope, double grip seated row), and anchors for barbells.

5. Explore the options with the fitness center layout. There are two adjacent spaces (storage closet, small classroom) that could be considered when thinking about adding square footage to the fitness center. Right now all the cardio equipment is being housed in the Aerobics/Yoga room. There are 10 pieces of equipment that are currently in this room. This takes the space of at least 10 students. This impacts class size for Yoga & Aerobics classes. Another option to be considered is to create a direct entrance into the gym so supervision could be offered by 1 teacher who has students in the gym and in the fitness center.
6. Audio/Visual updates - Currently we do not have a sound system of any type in the weight room. A speaker system is recommended in both the weight room and the aerobics room. In addition, a projector should be installed on the ceiling of the aerobics room to show fitness videos.

**MA Health Frameworks:** Through the study of Physical Activity and Fitness students will:

- 1) Demonstrate exercises in strength training, cardiovascular activities, and flexibility training.
- 2) Identify the components of physical fitness and the factors involved in planning and evaluating fitness programs for individuals at different stages of the life cycle.
- 3) Conduct a personally developed physical activity program.
- 4) Meet developmentally appropriate health-related fitness benchmarks.
- 5) Understand how activity participation patterns are likely to change throughout life and identify strategies to deal with those changes, including a plan for life-long wellness.

The capital planning committee recommends \$75,000 in FY2021 to upgrade these rooms. These costs are anticipated capital expenditures.

<b>Cost 2021</b>	\$75,000
<b>Total Cost</b>	\$75,000

**Potential Funding Source:** Capital Funding

**Department:** Facilities Department

**School:** Florence Roche

**Project Name:** Renovation to School Building

**New:** No                      **Replacement:** Yes

**Current Age:** 65 Years                      **Estimated Life:** N/A

**Reason for Need:**

The school needs a full renovation including new electrical, heating, plumbing, windows, roof, flooring, and a new kitchen. In addition, the building may need to buildout for the central office if the district decides that is the best place to house it. Also the school needs a full asbestos abatement (currently in contained spots) and needs to remove the modular units and add that square footage to the building. This will be an MSBA project and the projected cost is \$20,000,000. At this time, the committee anticipates the districts share to be \$11,000,000 or 55% of the project. The district will submit an MSBA statement of interest application in FY2017 and if accepted, the project would not start until FY2019 or FY2020. If the school is not selected for an MSBA project, the items listed above still need to be funded regardless. Costs for this project is anticipated to come from capital debt and MSBA funding.

**Cost 2019**                      \$20,000,000

**Total Cost**                      \$20,000,000

**Potential Funding Source:** Capital Funding/MSBA Funding

**Department:** Facilities Department

**School:** Swallow Union

**Project Name:** Exterior Painting of the Union Building

**New:** No                      **Replacement:** Yes

**Current Age:** N/A                      **Estimated Life:** N/A

**Reason for Need:**

The outside of the Union Building needs to be painted. It was last painted in FY2010 and the paint is chipping away. This project should start no later than FY2018 and an application will be submitted to the Dunstable Community Preservation Committee to see if the funds are available. If these funds are not available, this will anticipated to be a capital expense.

**Cost 2018**                      \$50,000

**Total Cost**                      \$50,000

**Potential Funding Source:** Capital Funding



**Department:** Facilities Department

**School:** Swallow Union

**Project Name:** Replacement of Main Walkway

**New:** No                      **Replacement:** Yes

**Current Age:** N/A                      **Estimated Life:** N/A

**Reason for Need:**

Walkways around the building need to be repaired because they are cracking and we are no longer able to keep up with the general maintenance. Replacement of these walkways is expected to begin in FY2018 in conjunction with the replacement of the Union Building boiler and the removal of the two gas tanks at Swallow Union. The expected costs are \$50,000 and an application will be submitted to the Dunstable Community Preservation Committee to see if the funds are available. If these funds are not available, it is anticipated that this will be a capital expense.

<b>Cost 2018</b>	\$50,000
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<b>Total Cost</b>	\$50,000
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**Potential Funding Source:** Capital Funding

**Department:** Facilities Department

**School:** Swallow Union

**Project Name:** Removal of (2) Oil Tanks and Gas Conversion

**New:** No                      **Replacement:** Yes

**Current Age:** 28, 29 Years                      **Estimated Life:** N/A

A 4,000 gallon tank and a 1,000 gallon oil tank need to be removed at Swallow Union. Once removed, the heating system needs to be converted to gas heat. This must be done in conjunction with the repair of the Swallow Union walkway. This project should be started in FY2018 and an application will be submitted to the Dunstable Community Preservation Committee to see if the funds are available. If these funds are not available, it is anticipated that this will be a capital expense.

<b>Cost 2018</b>	\$50,000
<b>Total Cost</b>	\$50,000

**Potential Funding Source:** Capital Funding

**Department:** Facilities Department

**School:** Florence Roche

**Project Name:** Replacement of Boiler

**New:** No **Replacement:** Yes

**Current Age:** 21 Years **Estimated Life:** 20 Years

**Reason for Need:**

The boiler at Florence Roche was installed in 1995 and is in desperate need of replacement. It is cracked and water is leaking in the fire chamber. Therefore, it needs to be replaced before the winter of 2017. The expected cost of the boiler and its installation is \$80,000 and is anticipated to be a capital expense.

<b>Cost 2017</b>	\$80,000
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<b>Total Cost</b>	\$80,000
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**Potential Funding Source:** Capital Funding

**Department:** Athletics

**School:** High School and Middle School

**Project Name:** Restructuring of High School and Middle School Fields

**New:** Yes                      **Replacement:** No

**Current Age:** N/A                      **Estimated Life:** N/A

**Reason for Need:**

Due to the growing number of sports at the high school, the district is in need of more field space to be able to rest the current fields. Currently, the only time the fields are not in use is during the two summer months and it is too hot for the grass to grow. Putting in additional fields at the High School is our only option. If a turf field is put in (equivalent to 2-3 grass fields), we may be able to rest some of the fields but more money will be needed in the General Fund to support field maintenance. New turf fields need to be replaced every 12-15 years. In addition, the Middle School fields have been a lower priority since the high school opened in 2003. The Middle School fields are still being used by Middle School students and community activities and therefore need more attention. At this time, \$2,000,000 is the estimated cost of these projects and is anticipated to be a capital expense. This project should begin no later than FY2019.

<b>Cost 2019</b>	\$2,000,000
<b>Total Cost</b>	\$2,000,000

**Potential Funding Source:** Capital Funding

**Department: Facilities**

**School: Union Building**

**Project Name: Replacement of the Union Building Boiler**

**New: Yes Replacement: Yes**

**Current Age: 30 Years Estimated Life: 20 Years**

**Reason for Need:**

The Union Building boiler needs to be replaced. The cost for this project is \$80,000 and should be done in conjunction with the main walkway replacement and the removal of the 2 gas tanks. This project should begin no later than FY2018 and an application will be submitted to the Dunstable Community Preservation Committee to see if the funds are available. If these funds are not available, it is anticipated that this will be a capital expense.

<b>Cost 2018</b>	\$80,000
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<b>Total Cost</b>	\$80,000
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**Potential Funding Source:** Capital Funding

**Department:** Facilities

**School:** Swallow Union (Main Building)

**Project Name:** Roof Replacement

**New:** Yes **Replacement:** Yes

**Current Age:** 21 Years **Estimated Life:** 30 Years

**Reason for Need:**

The roof was built in 1991 (core roof) and 1995 (addition) and will be coming to an end of its useful life at the end of this capital plan. It is recommended that we schedule this roof replacement in FY2026. The school would be eligible for MSBA reimbursement of roughly 45%. We anticipate the cost to be \$2,000,000. \$900,000 would come from MSBA funding and \$1,100,000 is anticipated to be a capital expense.

<b>Cost 2026</b>	\$2,000,000
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<b>Total Cost</b>	\$2,000,000
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**Potential Funding Source:** Capital Funding/MSBA

**Department:** Facilities

**School:** Swallow Union

**Project Name:** Replacement of the Septic System

**New:** Yes                      **Replacement:** Yes

**Current Age:** 21 Years                      **Estimated Life:** N/A

**Reason for Need:**

The septic system is currently pumped and maintained every summer. There is a 2500 gallon grease trap that is also maintained and pumped at the same time. Both conform to Title V requirements. Enrollment at Swallow Union is down but if the school system redistricts or enrollment increases, septic replacement is something that should be planned for in advance. The system is designed for 400 – 450 students and 50 staff. This expense is anticipated to be a capital cost.

<b>Cost 2026</b>	\$150,000
<b>Total Cost</b>	\$150,000

**Potential Funding Source:** Capital Funding

**Department:** Facilities Department

**School:** High School

**Project Name:** Black Box Theater Flooring and Lighting Replacement

**New:** Yes                      **Replacement:** Yes

**Current Age:** 13 Years                      **Estimated Life:** 10 Years

**Reason for Need:**

The flooring for the Black Box Theater is showing its age. This specialized wood floor cannot be patched as we hoped. The damage is extensive and repair is not cost effective. The entire floor will need to be removed. The base requires a skim coat with a concrete floor patch. A new theater flooring can be installed over the base. This will be the same as the existing material. The district received quotes for this replacement and anticipate these costs to be \$40,000. In addition, the lighting in the theater needs to be upgraded and the estimated cost for this is \$55,000. This project should begin in FY2021 and is an anticipated capital expense.

<b>Cost 2021</b>	\$95,000
<b>Total Cost</b>	\$95,000

**Potential Funding Source:** Capital Funding



**Department:** Facilities Department

**School:** High School and Middle School

**Project Name:** Roadway Repair

**New:** Yes **Replacement:** Yes

**Current Age:** 13 Years **Estimated Life:** 10 Years

**Reason for Need:**

The roadways at the Middle School and High School are beginning to show wear. General maintenance is done as needed but a complete resurfacing (repaving, repainting, and resealing) of the main entryway roadways needs to happen by FY2023. We estimate the costs to \$200,000 for each location. This project is an anticipated capital expense.

**Cost 2023** \$400,000

**Total Cost** \$400,000

**Potential Funding Source:** Capital Funding

**Department:** Curriculum  
**School:** High School  
**Project Name:** Foreign Language Lab Replacement  
**New:** Yes **Replacement:** Yes  
**Current Ages:** 13 Years **Estimated Life:** N/A

**Reason for Need:**

The foreign language lab is currently 13 years old and the accompanying out-of-date technology is not meeting the needs of students and staff. The space is still utilized but not to the extent a current, comprehensive system would be incorporated into the curriculum. The current computer and operating system is old; Windows 7 would be more efficient. A recent software glitch during the AP exam required us to void the exam and postpone test taking for weeks. Cost projections for the new software and operating system are estimated to be \$7,000. A complete overhaul of the lab would be recommended, we estimate these costs to be \$65,000. It is anticipated that this will be a capital expense.

<b>Cost 2019</b>	\$65,000
<b>Total Cost</b>	\$65,000

**Potential Funding Source:** Capital Fund

## Appendix A: Building Capacity

Building	Building Capacity	Year Built	Major Additions/ Renovations	Total Square Footage	Acreage
High School	970	2003	N/A	165,000	42
Middle School North	685	1962	1974 & 2004	95,630	***35.62
Middle School South	515	1989	1999 & 2000	92,000	***35.62
Florence Roche Elementary	*800	1951	1988, **1996, **1998, **2001	69,468	***35.62
Swallow Union Elemenatry	375	1962	1975 & 1995	52,002	6.08
Union Building	25	1895	N/A	9,141	N/A
Boutwell	120	1914	N/A	8,208	1.83
Prescott School	N/A	1927	N/A	25,936	3.9
Peter Twomey Youth Center	N/A	1975	1997	13,626	***35.62
*Building capacity includes modular units at Florence Roche Elementary					
** Modular units at the Middle School can not be used as classrooms due to MSBA requirements attached to funding of the renovations in 2004					
***Middle Schools, PTYC, and Florence Roche Elementary campus acreage					

## Appendix B: Current State of Buildings and Grounds

## **District Wide**

### **Environmental Concerns**

- There are no significant environmental issues that have been identified in the district. Some of the buildings have asbestos present in floor tiles and in pipe insulation in mechanical areas. Neither of these pose a health risk unless impacted by construction. The current district approach is to remediate these in a phased manner in compliance with regulations and funded out of the operating budget. No change of approach is recommended. Areas of concern will also be remediated as appropriate in conjunction with larger projects.
- A 4,000 gallon tank and a 1,000 gallon oil tank need to be removed at Swallow Union. Once removed, the heating system needs to be converted to gas heat. These tanks are currently safe and present no environmental risk. This project will start in FY2018.

### **Phone System**

- Our legacy telephone system is outdated, obsolete and vulnerable. A strategic goal is to identify a replacement communication system. The current system requires expensive service to fix failures and difficult to find spare parts. Current leasing options using VoIP offer features and applications for no capital investment or expensive maintenance contracts. Our current infrastructure would need improvements to accommodate the new features a VoIP system will allow. When District administrators were asked to consider the most important hardware technology need in a September 2015 survey, an updated phone system was brought forward as a top priority. Funding for a district upgrade to VoIP would come out of a district telephone line item, not from a technology line item. There are multiple phone systems in use around the district. In general, they are antiquated and unreliable. Teachers, for example, do not have universal voicemail access. The district needs to implement a single new system throughout that provides uniform modern functionality. This project will be broken out in to 2 stages, the first one beginning in FY2018 and the second stage in FY2019.

### **Interior Painting**

- The current practice district wide is to tackle interior painting projects as needs arise and staff is available. If weather allows for it, general fund remaining balances in the snow removal accounts are applied here. While this approach is working, there may be needs in the future for a more comprehensive plan that utilizes outside vendors or additional salary for district personnel.

### **Flooring**

- In general, flooring in individual rooms and small areas is replaced as needed on a case by case basis. The operating budget generally includes about \$10,000 per year dedicated to this need. Similarly to the interior painting, this approach is working, but a more significant investment may be needed in the future.

### **Furniture Needs**

- Because the district operating budget in recent years has been repeatedly reduced, replacement of furniture has been impossible. Throughout the district staff requested the following items as part of the capital planning process. Typically, these items do not rise to the level of a capital request. In this case, the accumulated needs may be eligible if addressed in a district wide fashion.

<b>Building</b>	<b>Identified needs</b>	<b>Specific location</b>
High School	Window blinds 2 Long tables (24 x 60) Teacher Chair Front Common Library Teachers' room	Rooms 210, 215, 229, L23 & LC127 Room LC127 Room 220
Middle School	Round cafeteria tables Studio stools  Magnetic dry erase board Bookshelves (7)  Four drawer file cabinet 95 flat desks 95 student chairs Portable white board Long table (24 x 60) 200 Chair slippers Science lab tables (23)  Lockers (to match downstairs)	South cafeteria South - 32 stools Art Room (242/243) North - 32 stools Art Room South room 242/243 (Art) North - Rooms 57, 118, 126, 156 South - Room 250 North - Room 124 South - Rooms 217, 214, 83 South - Rooms 91, 214, 217 South - Room 214 South - Room 214 North - Rooms 204, 57 North - Rooms 201 (7), 205 (2), 204 (6), 61 (1), 162 (3) South - Rooms 212 (1), 224 (3) Second floor (in-house installation)
Florence Roche	10 Standing Desks 1 desk chair 24 stools 200 student chairs Whiteboards Cork boards 10 bookshelves 50 desks	Main Office Room 156 Classrooms Classrooms Classrooms & Hallways Classroom libraries Classrooms
Swallow Union	15 Stand up Desks 7 Bookcases 1 Bed 5 Teacher Desk Chairs 24 student desks 5 round tables White board 13 Bench lunch tables 250 folding chairs & rack 10' plastic tables (8)	Classrooms Classrooms Nurses' office Classrooms Classrooms  Classrooms Cafeteria
Central Office	Desk chairs	

## **High School**

*Groton-Dunstable Regional High School was built in 2003 and is owned by the school district. As of this writing, the building is 13 years old and has had little work needed during its time. This is anticipated to change in the coming decade as systems need additional maintenance and equipment reaches the end of anticipated useful life spans.*

*The high School is located on a 179 acre parcel; 14 acres are occupied by the facility, parking and roads. As of the time of construction there were 20 acres of playing fields, 73.5 acres are reserved for conservation and 19.4 acres reserved for a new elementary school. The remaining land is unsuitable for development.*

*The building is 165,000 sq. ft. The high School has 42 classrooms and 12 specialty rooms for a core capacity of 970 students. The maximum number of students a classroom can hold comfortably is 25 and 30 is the maximum. This facility is handicapped accessible.*

## **Roof**

- The roof is a rubber membrane system dating to original building construction and is in good repair.

## **Windows & Doors**

- Currently, approximately 64 window have failed and are beyond the warranty period. The intent is to purchase replacement units out of operating budget funds and replace them with in-house labor.

## **Walkways**

- Existing walkway at the high school are in good condition and no needs have been identified.

## **Parking lots/Driveways**

- A revolving account has been established at the high school and is funded out of student parking fees. The current driveway and parking lots are in adequate condition. Upkeep and patching can likely be funded out of the revolving account. Ultimately, larger replacement (anticipated more than 10 years from now) will need capital funding.

## **Fields**

- The fields at the high school are frequently mentioned as a concern of students and parents, in addition to district staff. When the high school was built, and the grounds completed, the district did not offer lacrosse or football. The addition of these options, and general increased participation, has yielded an untenable situation. The fields are not allowed to rest due to demand from teams for matches and practice. There is currently no use of the high school fields by youth or community groups as the field quality would be further degraded. The existing over-use of fields creates safety concerns for GD students and visiting athletes.
- The existing track needs to be resurfaced and re-lined. The cost of this project is expected to be about \$150,000. The logistics of this work, in conjunction with possible renovation of the field within the center, need to be determined. The current juxtaposition of the center field and track means that they can not be used concurrently. Additionally, installations needed for Track and Field events impact use of the field for other sports.

## **Electrical**

- Electricity is supplied by Groton Electric Light Department.

## **HVAC**

- Current AC chiller, installed when the building was constructed, handles multiple offices, library, Black Box Theater, teacher prep room and computer rooms. One of the compressors is burnt out and needs to be replaced. The chiller as a whole is in poor condition and needs replacement. Because this unit is sized to handle the areas above and runs in all of them at once, it is an inefficient system when cooling is only needed in smaller areas.
- The proposed FY17 budget includes addition of ductless split units. These will be installed to address offices and smaller areas that are frequently used in summer months. In addition to paying for themselves over a single year due to increased efficiency, the life of the chiller will be extended as it will see less use. The cost to install the ductless units and to replace the failing chiller is anticipated to be approximately \$50,000.

## **Plumbing**

- No known issues have been identified.

## **Security**

- The current system has more than 50 cameras and provides good coverage of interior and exterior areas.

## **Water**

- The high school is served by a well on-site and filtration system. Upon completion of the building construction it took several years of effort to make the water safe for consumption. The current water filtration system is no longer manufactured and parts are nearly impossible to find and must be repaired during the summer of FY2017. The two water softeners and the UV light component need to be replaced currently and the cost is expected to be about \$20,000 which will come out of the FY2016 general fund budget. The entire system needs to be replaced in the summer of FY2017 and would ensure that the water remains viable for use and would make repairs less likely and more economical. The cost to replace the entire system is anticipated to \$50,000 and will come out of the FY2017 general fund budget. Additional research is needed to understand the Department of Environmental Protection (DEP) regulations and impacts of replacement.

## **Sewer**

- The building is serviced by the Town of Groton municipal system with ultimate disposal at the Pepperell wastewater facility. The allotted capacity exceeds actual current usage, but is needed to allow for design flows should future changes be necessary.

## **Gas**

- Currently, the HVAC systems and kitchen equipment are gas fired. A backup generator, used with Groton Electric's SHED program, is also gas powered. This generator will likely need replacement during the coming years – replacement options through the Town of Groton should be explored since the HS serves as an emergency facility.

Participation in the SHED program helps GELD reduce peak loading and keep rates down.

### **Weight Room**

- Our fitness center has stood the test of time with most of the equipment that is currently in the facility being purchased back in 2003. We have added a few machines (2 rowers, 2 bikes, 1 full rack) over the course of the last few years but the price of fitness equipment can be daunting. We have also repaired and/or replaced broken components on some of our Nautilus equipment and Aerobic equipment. The needs of the center are not only in equipment repair but the area needs new flooring.
- PE - High school physical education classes service between 450-500 students a year.
- Hundreds of student-athletes at GD use the fitness center as part of their coaches' pre-season and in-season conditioning programs. Many student-athletes have to be turned away as their coaches and/or teachers cannot always provide supervision before and after school hours so they can use the fitness center.
- Community Ed - Over the course of the year there are 4-5 Enrichment Fitness Training sessions (3 summer, 2 winter, 1 fall) that are offered. Last year, these sessions serviced approximately 125 students.
- GD Staff - The fitness center is used by staff regularly

### **Kitchen/Cafeteria**

- The kitchen and cafeteria area are in good condition. A new hot water booster was installed recently.

### **Asbestos/Lead/UST Removal**

- There are no known environmental concerns at the high school. This is largely due to the relatively recent construction of the building and development of the grounds.

### **Middle School**

*The current Middle School facility is comprised of two separate, but similar sized structures located on approximately 36 acres. The district's original Middle School is referred to as the South building and the renovated, former High School building is referred to as the North building. Both buildings contain essential core components that allow each building to be utilized in a stand-alone configuration if needed. Together the two buildings currently house grades 5 through 8 and have a combined core capacity of 1,200 students.*

*Increasing enrollment over the years necessitated the construction of an 11,000 square foot addition in 1999 and the purchase of 2 modular additions in 2000. Massachusetts School Building Authority (MSBA) participation in the 2004 Middle School renovation project prohibits use of these modular spaces for regular classroom use.*

### **Walkways**

- A covered area to facilitate student and faculty transit between buildings is desired for the building complex. A tunnel structure was originally planned for during the renovation of the North building, but was not constructed due to budget constraints. A simple canopy type covering has been discussed, but the requirement for keeping the driveway between buildings accessible to fire apparatus has challenged the proposed solutions. Walkways around the South Building are beginning to show wear. Replacement should be included for the end of the coming 10 year window. Walkway around the North



Building include openings with trees. The trees are healthy and growing such that their roots are lifting the surrounding walk area and creating safety concerns. In all likelihood, these trees should be removed and not replaced.

### **Parking lots/Driveways**

- The parking areas for the Middle School complex are sufficient for current demand. They are in good condition in general. The area behind the North building, adjacent to the backstop area, needs some type of guardrail or fence. Current concern is that a vehicle could easily go over the edge of the steep hill. This area is used for snow removal, so the proposed solution needs to withstand plow contact and allow for snow removal over the hill.
- The driveways at the Middle School complex are also generally in good condition. The one exception to this is the driveway area between the South Building and Florence Roche. In addition to being a driving concern this driveway has heavy pedestrian use and safety is of concern.

### **Fields**

- The fields at this complex are not heavily used by the schools beyond gym class and some sports practices. While technically behind Florence Roche and owned by the Town of Groton, the Middle School Track is in poor condition. A CPC application is anticipated for funding to resurface the track.

### **Lighting**

- The exterior lighting at the Middle School is in need of minor improvements. As mentioned under the Peter Twomey Youth Center, additional lights are needed on the rear of the North Building for winter illumination. It has been noted by multiple individuals that the lighting isn't bright at the Middle School. This is believed to be due to older fixtures with hazy (due to age) covers. The lack of lighting is of concern for students and staff during winter months; and the facility sees high volumes of general public visiting the PAC. The exterior lighting fixtures need to be replaced. The exterior lights are also being converted to LED bulbs when the existing bulbs burn out.

### **Water/Sewer**

- Both water and sewer are serviced by the Town of Groton municipal systems. There are no known issues at this time. The South building has approximately half of its area covered by sprinklers. The entire North building is sprinklered. No upgrades are needed at this time in either building.

### **Gas**

- Natural Gas is used to fuel the heating systems. It is provided by National Grid. The kitchens in both buildings are also entirely equipped with gas appliances.

### **Middle School South**

*The entire South facility contains 92,000 square feet comprised of 31 classrooms, a library, a 160-student cafeteria, and a 400-student gymnasium. It has a core capacity of 515 students and is currently used primarily for grades 5 and 6. The Performing Arts Center (PAC), is an 800 seat facility that provides district and community benefit.*

### **Roof**

- The main rubber membrane system was replaced in 2012; roofs on the addition and modular units were installed in 1999-2000. The possible addition of solar panels was explored and found to be impractical. Installation of the panels was understood to void the roofing warranty offered by the manufacturer and installer. Also, as the Groton Electric Light Department is a municipal electricity provider we are not eligible for the grant programs that exist to offset installation costs. The relative low cost of GELD's electricity made the economic payback period unrealistic.

### **Windows & Doors**

- Most were replaced in 1988 and are in good condition.

### **Flooring**

- The flooring in the Middle School South building is in need of replacement in virtually all ground floor spaces. This need exceeds the capacity of the typical replacement approach in district. There have been numerous complaints of moisture coming up from below and condensation is of concern. There is potential for mold from these conditions. It is important that a moisture barrier be installed under the new flooring. This work may require alteration of doors and thresholds and is anticipated to cost approximately \$50,000.

### **Ceiling Tiles**

- In general ceiling tiles are replaced as needed due to failure or water staining. This haphazard replacement has yielded a variety of tiles within rooms and between rooms. As the roof is new on the building, the ceiling tiles should be replaced in all rooms for consistency.

### **Electrical**

- Electricity is provided by the Groton Electric Light Department. The electrical systems have no known issues currently. Lighting at the Middle School South building was converted to take T8 bulbs a few years ago. As these burn out they are being replaced with LED bulbs.

### **HVAC**

- There are currently multiple heating systems at the Middle School South building. The two existing boilers are gas fired hot water units and are in good condition. The Performing Arts Center had a new unit installed in 2011 and is in good shape. Two rooftop air conditioning units need to be replaced. These units cool the music room and computer room. It's possible that they can be replaced using operating funds.

### **Plumbing**

- The plumbing is in great shape and any needed repairs can be funded through the operating budget.

### **Security**

- Two new cameras are slated to be added this year out of the operating budget.

### **Stairwells**

- The railings need to be reviewed and updated for safety. Additionally, the stairs are sometimes slippery. Replacement of flooring or addition of non-slip treads is needed.

### **Bathrooms**

- The bathrooms are generally in good shape and any needed repairs can be funded through the operating budget.

### **Science Labs**

- Science lab areas are in good condition.

### **Cafeteria**

- New tables are needed as the existing ones are not in good condition. Preference here (and throughout the district) is for the round units with individual seats.

### **Kitchen**

- The kitchen equipment in the Middle School South building is in need of an upgrade since much of it dates back to 1988. The building needs 4 new convection ovens, a new dishwasher, and a new standalone refrigerator. In addition, the district needs to replace both serving lines with 8 steam table wells and 2 serving line refrigeration units.

### **Asbestos/Lead/UST Removal**

- There are no known environmental concerns in the Middle School South building.

### **Middle School North**

*The Middle School North building, was renovated in 2004 and repurposed as a middle school building. The 95,630 square foot building is comprised of 33 classrooms, a library, a 257-student cafeteria, and a 987-student gymnasium. The North building has a core capacity of 685 students and is currently used for grades 7 and 8.*

### **Roof**

- A rubber membrane system was installed in 2004 when the building was renovated. It is in good condition, but has a twenty year anticipated life expectancy. The gym roof dates to 1995 and no issues have been identified.

### **Windows & Doors**

- These were replaced in 2004 and are in good condition.

### **Electrical**

- There are no known concerns with the electrical system. The building has a single gas powered backup generator for emergency use.

### **HVAC**

- The North building employs three gas powered forced hot water boilers for heat. The units work well and are in good condition. The control system for the building is currently functional but requires frequent adjustment to keep rooms balanced. The system is obsolete and no longer supported by the manufacturer. Full replacement is included in this capital plan for an estimate cost of \$400,000.

### **Plumbing**

- The plumbing systems are in good condition and no issues are known.

### **Bathrooms**

- Bathrooms were renovated in 2004 and are generally in good condition.

### **Science Labs**

- Science lab areas are in good condition and no concerns are known.

### **Cafeteria**

- The cafeteria furniture is in good condition.

## **Kitchen**

- The kitchen was renovated in 2004. Equipment is maintained and replaced (if necessary) through the food services revolving account. No current issues are known.

## **Asbestos/Lead/UST Removal**

- There are no known environmental concerns in the Middle School North building.

## **Florence Roche**

*Florence Roche Elementary School was built in 1951. Increasing enrollment necessitated an addition in 1988 and the purchase of seven modular classrooms still in use today. The building has a capacity of 650 students; including 150 students in the modular classrooms.*

### *Construction Timeline:*

1951 -	New Construction	44,868 sf.
1988 -	Addition	17,600 sf.
1996 -	1 Modular	1,000 sf.
1998 -	4 Modular Units	4,000 sf.
2001 -	2 Modular Units	2,000 sf.

*The modular classrooms are constructed on reinforced concrete pier system, with a stained wood exterior and 2 x 6 construction. They were added by POPE Industries based in Atkinson, NH.*

*An overall renovation of Florence Roche is needed to address needs in a variety of areas. It is anticipated that this renovation will be a Massachusetts School Building Authority (MSBA) eligible core project, with an estimated district share of 55%. This core project is expected to include new flooring throughout the entire building, new HVAC systems, new windows, roof replacement, electrical and plumbing system review and upgrade, paving of driveways and walkways, renovation of the kitchen & cafeteria, asbestos abatement, removal of the existing oil tank, removal of the modular units, new furniture and replacement of maintenance equipment.*

*The application process for an MSBA core program project is comprehensive and time consuming. Submission of a completed application in FY2017 would likely yield a construction time frame for the 2019/20 or 2020/21 school years. Given the age and condition of the building, it is anticipated to be a strong candidate for approval. Students will need to be temporarily relocated to another location to accommodate a year of construction. Bonding of the district share will require approval of Town Meeting voters.*

## **Roof**

- The primary roof system was replaced in 1995 with a 20 year life expectancy. The roof on the addition area dates to 1988. The roofs on the modular classrooms were recoated in 2013 and are in good condition. Roof replacement will be included in the MSBA core program application.

## **Windows & Doors**

- These will be included in the MSBA core program application.

## **Walkways/Parking lots/Driveways**

- These areas are beginning to show their age and repairs are needed. The current plan is to continue to patch as necessary and include these in the MSBA core program application.

### **Fields**

- The track and fields at Florence Roche are owned by the Town of Groton.

### **Playground**

- The current playground is in good condition and has a capacity of 250 students. The equipment is recent and the area is well maintained by staff and respected by students. No current issues have been identified.

### **Electrical**

- The electrical system will be included in the MSBA core program application. The lighting has been replaced (interior and exterior) with LED bulbs.

### **HVAC**

- There are two separate boilers that provide heat to Florence Roche. Both were installed in 1988. Each classroom has a thermostat intended to allow control of each room. Realistically, the biggest problem with the heating at Florence Roche is balancing the system and controlling temperature in different areas.
- The boiler which provides heat to the back end of the school (i.e. the 1988 addition), is forced hot water heat fueled by oil. This boiler is leaking.
- The second boiler (downstairs adjacent to the cafeteria) provides steam heat fueled by oil (note: this boiler replaced an old one and was installed in 1988). The oil for this unit is stored in a 10,000 gallon underground tank located near the cafeteria adjacent to the parking lot. Removal of this tank is recommended in conjunction with boiler conversion to natural gas. This will likely be part of the major building renovation. This boiler is cracked. If this suddenly fails we could do a one week turn around to install a new one. Estimated cost is \$75,000. This is a push-nipple boiler so can not be disassembled for repair. Some in house work may be possible to reduce cost, but this is challenging given the lack of staff and time.
- Each modular classroom has an individual AC unit to allow for greater temperature regulation. Many of these units are broken or ineffective due to age and condition.

### **Plumbing**

- The plumbing system will be included in the MSBA core program application.

### **Water/Sewer**

- The water and sewer needs of Florence Roche are provided by the Town of Groton Municipal systems. No issues are known at this time.

### **Gas**

- Natural gas is provided by National Grid to both the kitchen and some of the existing boilers. A new line will need to be extended to the boiler location to replace the unit with a new gas model. Ideally this will be done as part of the MSBA core program. It is unlikely that the existing boiler can continue to function until that point. An exploration of possible alternatives is needed.

### **Gymnasiums**

- The gymnasium has a capacity of 300 students and is in good condition. A small elevated stage area exists at one end. The gym is not regulation size for sports, so is not heavily used by athletic teams for practices.

## **Library**

- The library at Florence Roche has capacity for two classes at a time. Many parts of the room have been renovated in recent years due to the generosity of the PTA and volunteers.

## **Bathrooms**

- The bathroom toilets and fixtures are outdated and often out of service in the main office hallway.

## **Modular Units**

- Like the units at the Middle School, these will be prohibited from classroom application following the MSBA core program renovations. They will likely be removed and a permanent building addition made.

## **Kitchen/Cafeteria**

- The cafeteria has a capacity of 175 students. Both areas need full renovation and will be included in the MSBA core program application.

## **Asbestos**

- Florence Roche contains asbestos in two isolated areas. There is no threat from this unless the materials are disturbed. The existing asbestos will be removed as part of the MSBA core renovations. There is asbestos in the crawl space under the flooring of the building, likely in the form of pipe insulation. Also, the stair tiles from the main foyer to the cafeteria contain asbestos.

## **UST Removal**

- A single boiler in the building is fueled by oil. Once the unit is replaced and a new natural gas line fed, the existing underground storage tank (UST) will need to be removed in compliance with regulations.

## **Swallow Union**

*The Swallow Union complex is owned by the Town of Dunstable and leased to the district. The lease will be reviewed and re-executed following completion of the regional agreement updates currently in progress. Past lease language has allowed for a twenty-year term at no cost to the district. The district is responsible for all building upkeep and maintenance. Major renovations to building or grounds are the responsibility of the Town of Dunstable.*

## **Roof**

- The current rubber roof on the Swallow building was replaced in 1991 (addition and gym in 1995) with an estimated life span of 20 years. The system was recoated in 2012 and will need to be done again at the end of this capital plan. There is interest in considering a solar installation on this roof at that time. Because Dunstable electricity is provided by National Grid there will likely be grant monies and advantageous long term gains.
- The Union building has the original slate roof from 1895, with repairs made in 2007. No work is needed at this time, and CPC monies might be available for this historic town center structure.

## **Windows & Doors**

- Windows were replaced in 1995 and are currently in good condition.

## **Exterior painting**

- The outside of the Union building can likely be funded using CPC money.

### **Walkways**

- The existing walkways are in poor condition and safety is an increasing concern. CPC money may be available or the walkways may be addressed as part of a district-wide project.

### **Parking lots/Driveways**

- The parking lots and driveway are generally in fair condition. Patching will be needed, but no major repair is currently required. There is not enough parking capacity here in general, but expansion options are extremely limited.

### **Fields**

- The fields around the Swallow Union School are owned by the Town of Dunstable.

### **Fencing**

- Minor installations of new fencing are recommended; between the playground area and neighbor and between the back hardtop and playground hill. These can likely be funded out of the operating budget.

### **Lighting**

- Interior lighting was upgraded in 1995. Exterior bulbs are being converted to LED as they burn out.

### **Electrical**

- A lighting upgrade has been done and no current needs have been identified.

### **HVAC**

- Two boilers are used to heat the Swallow building. One is gas fired and one is fueled with oil.
- There is a single oil fired steam boiler in the Union building that was installed in 1976. The gas line has been run to the unit. This boiler needs to be replaced with a gas powered unit. Currently the heat in the Union building is only used for the extended day program; so typically runs from 6am to 9am on weekdays. Upon installation and conversion, the underground oil tank will need to be removed in compliance with regulations.

### **Plumbing**

- There are no known issues with the plumbing system. Routine maintenance is done out of the operating budget.

### **Security**

- No issues have been identified with the existing locks or camera system.

### **Water**

- Water is provided from the Town of Dunstable municipal system. This system is in extremely poor condition and replacement funding options are being considered. The buildings currently are not sprinklered and no plans exist to alter this.

### **Sewer**

- The Swallow building has an existing septic system with no known issues. The system is serviced annually. The recent downward enrollment numbers lessen the load on the system and will prolong its life span.

## **Gas**

- Natural Gas is provided to Swallow Union by National Grid. The lines have been installed to all boilers. Remaining oil boilers need to be replaced with gas units and the underground oil storage tanks removed in compliance with regulations.

## **Bathrooms**

- Bathrooms overall are in good shape. The partitions are in rough condition and should be replaced. This is anticipated to cost approximately \$2,500 per bathroom.

## **Gymnasium**

- The gym is in generally good condition. The floors were redone in 2015.

## **Science Labs**

- Dedicated science lab areas are in good condition.

## **Cafeteria**

- New tables are needed for the cafeteria. In keeping with district preference round tables with individual seats are recommended.

## **Kitchen**

- The existing kitchen is in good condition. A new hot water booster was installed in 2016. The kitchen appliances are all electric, which does not to be altered.

## **Asbestos**

- Asbestos is known to be present in some floor tiles and in pipe insulation in mechanical areas. These are not of concern unless they are impacted by construction. The current plan includes ongoing in-house remediation during summer months paid for out of the operating budget.

## **UST Removal**

- There remains a single oil fired steam boiler in the Union building that needs to be replaced with a gas powered unit. The underground storage tank (UST) will need to be removed in compliance with regulations.

## **Boutwell**

*The Boutwell School was built in 1914 as an elementary school for the town of Groton. After changing ownership several times, the Boutwell School began housing The Early Childhood Center in 1995. This building is in excellent condition considering its age.*

*The Boutwell School contains 8,208 square feet on the main level with a mechanical basement used primarily for storage. Boutwell's core capacity is 120 students. Boutwell currently is divided into 3 main classrooms, a multipurpose room, three assessment/therapy rooms, a staff room and small kitchen, a Director's office and an open area for library use and the administrative assistant.*

*As the needs of the District are changing consideration should be given to Central Office and ECC needs. One of these uses should be incorporated into the core renovations pending at Florence Roche. The other use will plan to be at the Boutwell School long-term.*

## **Roof**

- Current roof was replaced in 1994 with an estimated life span of 20 years.



### **Parking lots/Driveways**

- Parking areas and driveway are overall in fair to good condition. No current major work is anticipated. The parking lot does not provide sufficient space for staff and parent parking at times. Parking capacity would be adequate for Central Office type use.

### **Playground**

- The playground was replaced a few years ago when ARRA money was available. It currently meets the student needs.

### **Lighting**

- Minor exterior lighting upgrades are warranted. They are anticipated to be covered out of revolving or operating budgets.

### **Electrical**

- As this report is being drafted an upgrade to LED lighting is planned for coming weeks.

### **HVAC**

- The two existing rooftop 'weather-maker' rooftop units need to be replaced urgently. They are both 28 years old and have surpassed their anticipated life span. Both are gas fired highly inefficient units that run all year. Cooling is needed in the summer months as the building is utilized for mandated programs to meet student needs. The anticipated operational cost savings will likely pay for these units fairly quickly. Replacement cost for both units is approximately \$50,000.

### **Plumbing**

- The plumbing and bathrooms are in generally good shape. The building has a sprinkler system.

### **Water/Sewer**

- The Boutwell facility is served by Town of Groton municipal water and sewer systems. No issues have been identified.

### **Electricity**

- Electrical service is provided by Groton Electric Light Department. No issues have been identified.

### **Gas**

- Natural gas is provided by National Grid and is used for heating and cooling.

### **Nurses' Office**

- This is housed in a retrofitted bathroom. Given the current needs of the Boutwell student population, a renovation and/or expansion may be needed.

### **Bathrooms**

- Are generally in good condition and have been modified for student use. No issues have been identified.

### **Science Labs/Language Labs/Cafeteria**

- None of these spaces currently exist or are needed for the early childhood programs in place.

### **Kitchen**

- A small kitchen for staff use is present and in good condition.

## **Asbestos**

- There is some asbestos in the basement of the building; but it is completely contained. This basement is reached by exterior entry to a set of stairs in the rear of the building. No removal is anticipated.

## **Peter Twomey Youth Center**

*The Peter Twomey Youth Center (PTYC) is located on the Main Campus of the Groton Dunstable Regional Schools, behind the Groton Dunstable Regional Middle School North building. It is a prefabricated steel building, originally constructed in 1978 as a stand-alone gymnasium to serve as a temporary replacement facility during the renovations of the then High School gym. After use as a gym, the building became a temporary storage facility for reusable classroom furniture, lockers, gym equipment, etc. Maintenance used the other half of the structure as a maintenance facility.*

*In January of 1997, community representatives from many of the local youth athletic leagues, school personnel and other interested parties gathered to see what could be done to salvage this building and increase area available gym space. Renovations and repairs to the building, including painting, carpeting, installing new doors and windows and painting the outside of the building were all accomplished through fundraising efforts using a volunteer work force. The culmination of these efforts took place during the summer of 2000 with volunteers working every Saturday to lay down a hardwood floor in the gym. When the last piece of wood was in place, the project that began 3 years earlier was completed.*

*A revolving account is setup that supplies much of the funding for upkeep of the Peter Twomey Youth Center. This account receives revenue from student participating fees tied to after school programming K-8 and pre and post school-day care. In addition to supporting upkeep, this revolving fund pays for the building rental from the district, which then is a revenue source for the district operating budget.*

## **Roof**

- The main roof at the PTYC was replaced in 2007. This was paid for through a capital debt exclusion and funded through the revolving account for the building. The gymnasium roof dates from 1975, but is in good repair.

## **Windows & Doors**

- There are no known issues here.

## **Painting**

- This is generally funded from the revolving account and all areas (exterior and interior) are in good condition.

## **Walkway**

- Currently the walkway directly in front of the entrance has drainage issues. Following a rain of any magnitude a puddle forms making entry difficult for students, staff and parents.

## **Parking lots/Driveway**

- The parking area for the PTYC is generally in good condition. The speed bumps will be replaced in spring of 2016. The parking is inadequate for building use, but no expansion options are readily available.

## **Playgrounds**

- The playground is a popular resource for students using the PTYC. The area is in generally good condition, in part thanks to the hard work of a local eagle scout who took this on in 2015.

## **Lighting**

- The general exterior lighting is in good condition. It is insufficient to fully illuminate the entry area. This is a safety concern in the winter months; as student pickup and basketball practice drop-off often overlap. Additional lighting should be installed on the rear of the Middle School North building in this area.

## **Electrical**

- There are no known issues here. The current system provides capacity beyond what is typically needed.

## **HVAC**

- The Peter Twomey Youth Center is a prefab steel building and its current HVAC system is currently served by four units that were installed in 1998. Two of the units feed the gym area for heating only and the other two feed the main portions of the building. All four units are in need of replacement due to the constant repairs made over the years. Three HVAC companies, including the original contractor, concede that the units have reached their maximum life. The intent is to provide two heating only systems for the gym. The other two systems need to be upgraded to include air conditioning since the building houses summer programs. This would allow removal of the aging and ineffective window ACs currently used during the summer months which are not energy efficient. Each of the combined heating and cooling units will cost approximately \$35,000. This project will start in FY2017 and funds will come from the Extended Day revolving account.

## **Plumbing**

- The plumbing was recently redone and no issues have been identified.

## **Security**

- The security system is fairly new and no issues have been identified.

## **Phones**

- The phone systems throughout the district are in urgent need of replacement. There are currently multiple systems that do not integrate. Many teachers do not have voicemail and some of the phone systems fail to work intermittently.

## **Sprinklers**

- The building has no sprinkler system.

## **Water & Sewer**

- Water and sewer service are provided by the Town of Groton municipal systems. No issues are reported.

## **Gas**

- Natural gas is provided to the building and is used for heating equipment.

## **Gymnasium**

- The gym floor is planned for resurfacing during summer of 2016. This is anticipated to cost about \$3,000 and will be funded from the PTYC revolving account. There is interest in adding a space that could do double duty as an activity room and half-court basketball area. Seating in the gym for spectators is also needed. Both of these require structural changes and expansion of the existing building.

### **Bathrooms**

- No issues have been identified in this area.

### **Central Office**

*The Central Office Administration has been located in the Prescott School since relocating from The Tarbell School in 2010. The Prescott School is owned by the Town of Groton and leased to the district at no cost. The Town of Groton Municipal Building Committee for Prescott School has been working for several years on a plan to renovate the building and turn it into a long-term Town owned community asset. Pending a fiscally sustainable solution that allows for long term stability the district has indicated an interest in remaining in a renovated Prescott School. The current lack of an approved long-term plan prevents the district from planning more than a year in advance for Central Office, which is not sustainable. The current building is viable for the small staff that is there on a daily basis. The building is not up to code and the electrical system is insufficient for significant expansion of use. The ventilation for the building is of concern as this was part of the decision to discontinue the building for student use. The potential impact of phased renovations over several years is also of concern. Lastly, there are hurdles involved in sharing a building with non-district uses. Shared parking and privacy concerns for confidential conversations would need to be carefully considered to share space in the long-term.*

*At this point the Building Committee has not yet made final recommendations and the viability is likely to be dependent on voter willingness to allocate tax dollars to the building. In order to ensure the long term stability that the district needs for Central Office Administration other options should be considered.*

*The central location in our community and the ability to house the district administration in a single location are the largest benefits offered by Prescott. These goals could be met in two different ways as part of the Florence Roche MSBA core renovation program, pending confirmation of eligibility for the options. Expansion of the Florence Roche building, already likely necessary, could be increased to allow for relocation of either the Central Office Administration or the programs currently in Boutwell, with anticipated relocation of Central Office to the Boutwell School. Both of these options retain a single location for the administrative team and maintain the community central location.*

*Relocation of Central Office to Boutwell, after relocating the Early Childhood Center (ECC) programs to Florence Roche is preferred for a number of reasons at this point. This action would eliminate the parking difficulties felt by parents and staff at the ECC that create potential safety issues as students and parents routinely cross the street to park at Legion Hall. This action would allow for expanded ability to co-program between the ECC and elementary school.*

*These programs currently share nursing staff and many specialists. A shared single location, perhaps with different entries, would allow for more efficient delivery of services by these staff.*



# FY 2023–2024 BUDGET

Approved on March 7, 2023  
By the NVTHS School Committee

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**Nashoba Valley Technical High School**

Dr. Denise P. Pigeon, *Superintendent*  
Michelle Shepard, *Business Manager*

PROUDLY SUPPORTING  
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**NASHOBA VALLEY**  
**TECHNICAL HIGH SCHOOL**



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# NASHOBA VALLEY

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## TECHNICAL HIGH SCHOOL





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# School Committee Membership

2022–2023

Charlie Ellis, *Chairman*  
LITTLETON

Karen Chapman, <i>Vice-Chairman</i> TOWNSEND	Robert Goes PEPPERELL
Chris Prehl AYER	TBD PEPPERELL
Cory Prehl, <i>Alternate</i> AYER	TBD PEPPERELL
Lawrence MacDonald CHELMSFORD	TBD, <i>Alternate</i> PEPPERELL
Samuel Poulten CHELMSFORD	Brian Fulmer SHIRLEY
Clare Jeannotte CHELMSFORD	TBD, <i>Alternate</i> SHIRLEY
Pat Wojtas, <i>Alternate</i> CHELMSFORD	Sheldon Chapman TOWNSEND
Robert Flynn GROTON	TBD, <i>Alternate</i> TOWNSEND
John Ellenberger, <i>Alternate</i> GROTON	Ronald Deschenes WESTFORD
Ed Mullen, <i>Alternate</i> LITTLETON	Alicia Mallon, <i>Alternate</i> WESTFORD

## Student Representatives to the School Committee



Brianna Hall  
*Electrical  
Technology*  
LUNENBURG



Kaitlyn Landers  
*Cosmetology*  
WESTFORD



Harrison Mayotte  
*Programming &  
Web Development*  
CHELMSFORD



Dylan Schenck  
*Television & Media/  
Theatre Arts*  
CHELMSFORD



Mitchell Tierney  
*Electrical  
Technology*  
CHELMSFORD

# Executive Summary of FY2024 Budget

For over 50 years, Nashoba Valley Technical High School (NVTHS) has remained steadfast in its mission, philosophy, and goals to provide a quality academic and technical program for each student, develop positive attitudes in students, develop the full potential of each student, motivate students to achieve academic and technical excellence, and motivate students to become productive members of society. In addition, NVTHS recently adopted a Portrait of an NVTHS Graduate focused on the following attributes - Respectful, Responsible, Resilient, Resourceful, and Ready for their future.

The NVTHS District proudly offers twenty cost effective high quality Chapter 74 technical education programs to its member district towns of Ayer, Chelmsford, Groton, Littleton, Pepperell, Shirley, Townsend, and Westford. In addition, when program capacity allows, we provide educational opportunities for non-resident and school choice students.

District enrollment at NVTHS continues to be strong, and for the fourth year in a row district enrollment has increased, with this trend anticipated to continue into the 2023-2024 school year. District enrollment during the 2022-2023 school year increased by 27 district students from the previous school year for a total district enrollment of 715 students.

TECHNICAL PROGRAM ENROLLMENT		
Cluster	Programs	% of Students
Construction & Transportation	Automotive Collision Repair, Automotive Technology, Carpentry, Electrical Technology, Plumbing Technology	41%
Health & Services	Cosmetology, Culinary Arts, Hospitality Management, Marketing, Early Childhood Education, Health Assisting, Dental Assisting, Veterinary Assisting	31%
Arts & Technology	Advanced Manufacturing, Biotechnology, Design & Visual Communications, Engineering Technology, Programming & Web Development, Robotics, TV & Media Production/Theatre Arts	28%

The Fiscal Year 2024 (FY24) Budget reflects an ongoing focus on NVTHS's mission, goals, and Portrait of a Graduate as we navigate educating students in these unprecedented times. The FY24 budget looks ahead into the 2023-2024 school year and the future needs of our students as we move forward with pandemic recovery and workforce development to meet local labor market trends. The FY24 Budget represents general fund and school choice fund spending for the District of \$17,631,504, an increase of \$992,352, or a 5.96% increase in spending from the FY23 voted budget of \$16,639,152.

# Executive Summary of FY2024 Budget

GENERAL FUND EXPENSES	FY24	Change \$	Change %	Notes
1000 Administration	822,523	38,410	4.9%	Contractual increases, software
2000 Instruction	8,734,491	546,069	6.67%	Step/lane changes, +2 staff, tech program supplies
3000 Pupil Services	2,011,310	106,128	5.57%	Transportation & other contractual increases
4000 Operations & Maintenance	1,716,199	188,825	12.36%	Contractual, utility & supply cost increases
5000 Benefits & Fixed Charges	3,022,993	86,417	2.94%	Required increases
7000 Acq., Improve & Replace Assets	375,000	25,000	7.14%	Increased capital need
8000 Debt Retirement and Service	602,000	-24,075	-3.85%	Decreasing debt
9000 Programs with Other Schools	14,400	8,236	134%	Estimated school choice out
<b>Total General Fund Budget</b>	<b>17,298,916</b>	<b>975,010</b>	<b>5.97%</b>	
Costs funded by School Choice Fund	332,588	17,342	5.50%	
<b>Totals</b>	<b>17,631,504</b>	<b>992,352</b>	<b>5.96%</b>	

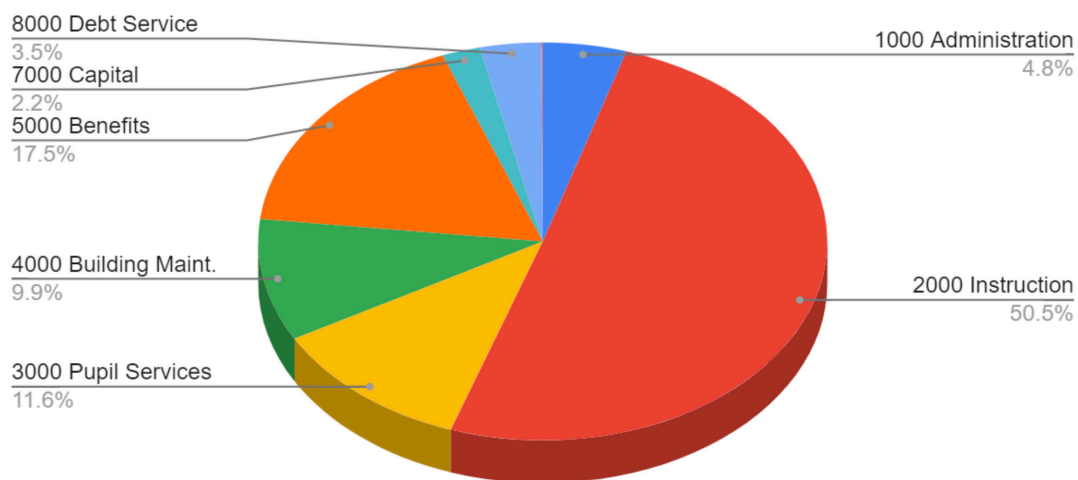
In addition to anticipated annual increases, proposed staffing changes from the FY23 to the FY24 Budget include the addition of a one carpentry teacher and one academic/moderate disabilities teacher due to student enrollment demands.

Proposed capital expenditures in the FY24 Budget have been increased by approximately \$25,000 from FY23 for our ongoing and increasing capital needs reflective of our aging building/facility. Specific capital projects to be funded by the FY24 capital budget include an elevator modernization and replacement of a portion of the second floor fire suppression system. The district recently completed a full facility assessment to inform five and ten year capital planning. Major future projects will include a multi-year phased approach to fire suppression system replacement and HVAC upgrades. As debt payments decrease, the district anticipates increasing capital expenses. In addition, the District is research-

# Executive Summary of FY2024 Budget

ing the potential of a Massachusetts School Building Authority (MSBA) repair project and/or bonding the anticipated \$15 to \$20 million in capital needs anticipated in the next ten years. We are pleased to share that over the past six years we have been working diligently to upgrade our twenty technical programs selecting one or two programs per year for upgrade. The district has been most fortunate to receive an unprecedented amount of state competitive Workforce Skills Capital Grants to support this effort. This includes the recent \$500,000 Workforce Skills Capital Grant awards in Cosmetology, \$2,500,000 for Veterinary Science and Electrical, and most recently \$3,750,000 to expand Engineering, Programming, and Robotics.

### FY 24 Expenditures by Category



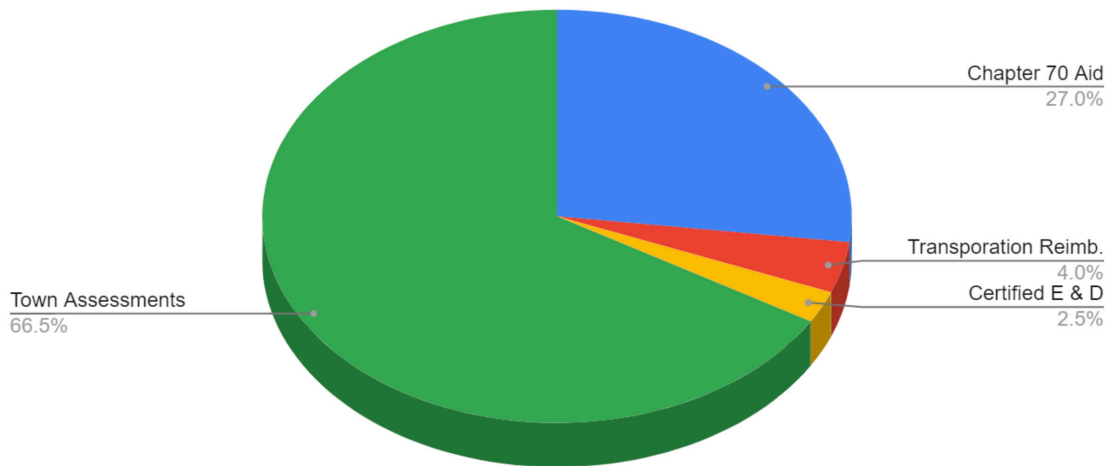
The FY24 Budget allocates \$200,000 to the District's Other Post Employment Benefits (OPEB) Fund. The purpose of this fund is for the future health insurance liability of the District's employees to cover the cost of retiree health insurance benefits. As part of our annual audit process, an actuarial study is conducted and an estimated OPEB liability is calculated. The District's liability as of June 30, 2022 is approximated at \$10,081,776. The balance of the OPEB trust is \$1,742,939 as of December 31, 2022. In response to OPEB liabilities, the NVTHS School Committee has committed to allocating monies to the OPEB Fund annually.

Revenue sources to support the FY24 Budget include estimated direct Massachusetts Chapter 70 School Aid and Chapter 71 Regional Transportation Reimbursement, member town assessments, and other non-assessment revenue sources. Nashoba Valley Technical School

# Executive Summary of FY2024 Budget

District’s estimated Chapter 70 School Aid for FY24 is \$4,701,934. This reflects a State-Aid increase of \$801,157, a 20.54% increase from FY24. Chapter 71 Regional Transportation Reimbursement is estimated at \$618,617, an increase of \$99,159 or 19.09%. The total member town assessment revenue from FY23 to FY24 has increased by \$415,904, a 3.74% increase. The total member town assessment increase is primarily noted in the assessment category of Minimum Contribution due to increases in both the district enrollment and calculation changes in the Massachusetts educational funding formula.

FY 24 Revenue Plan



Nashoba Valley Tech’s FY24 Revenue Plan reflects the use of other non-state aid and non-member assessment revenue. This includes the use of a portion of Certified Excess and Deficiency certified as of July 1, 2022 in the amount of \$438,816. This reflects a decrease of \$341,210, a 43.74% decrease in the usage of funds compared to FY23. The FY24 Revenue Plan reflects the use of approximately 63% of the certified available Excess and Deficiency, although we are not required to utilize these funds as the certified amount is <5% of the budget under MGL Ch. 71, §16B½. In addition, the FY24 expenditure plan reflects the continued use of the School Choice revolving fund in the amount of \$332,588 to support instructional staffing needs.

# Executive Summary of FY2024 Budget

REVENUE - MEMBER TOWN ASSESSMENT CHANGE FY22/FY23						
	# of Students	Minimum Contribution	Transportation/ Capital Equip.	Additional Assessment	Debt Service	Total Assessment
FY23	688	9,138,788	783,782	575,000	626,075	11,123,645
FY24	715	9,846,166	791,383	300,000	602,000	11,539,549
Change	27	707,378	7,601	-275,000	-24,075	415,904

REVENUE DIFFERENCE FY23/FY24				
	FY23	FY24	Increase (Decrease)	%
Assessments	11,123,645	11,539,549	415,904	3.74%
Chapter 70 Aid	3,900,777	4,701,934	801,157	20.54%
Regional Transportation Reimbursement	519,458	618,617	99,159	19.09%
Certified Excess & Deficiency	780,026	438,816	-341,210	-43.74%
Total Revenue	16,323,906	17,298,916	975,010	5.97%

In closing, the FY24 Budget and Revenue plan is a balanced plan focused on meeting the needs of students and local workforce development needs during the time of recovery from an unprecedented global pandemic while remaining cognizant of the challenging fiscal times faced by our member towns. We hope you find the information provided in NVTHS's Budget Book helpful and informative.

Respectfully offered,



Dr. Denise Pigeon  
Superintendent

## Budget Subcommittee Membership:

Karen Chapman, *Subcommittee Chair*  
TOWNSEND

Lawrence MacDonald  
CHELMSFORD

Charlie Ellis  
LITTLETON

Brian Fulmer  
SHIRLEY

Clare Jeannotte  
CHELMSFORD

Chris Prehl  
AYER

# About the Nashoba Valley Technical School District

Nashoba Valley Technical High School is a four-year public regional technical high school that opened in 1969 with nine technical program areas to serve both the technical and academic needs of high school-aged young men and women. Nashoba Valley Technical High School was founded in 1965 by the towns of Chelmsford, Groton, Littleton and Westford to provide career and technical education to students of this area. By 1979, the Nashoba Valley Technical High School District expanded to incorporate the three additional towns of Shirley, Pepperell, and Townsend. In 2012, the District grew once more with the addition of Ayer. In the early 2000's, Nashoba Valley Technical High School underwent a major two-year expansion and modernization project. An expansive overhaul of the athletic facilities was completed in 2013 including the installation of a track and turf field. Nashoba Valley Technical High School now offers twenty technical programs in a state-of-the-art facility. Students also take rigorous academic courses required for a high school diploma and entrance into post-secondary education. Finally, post graduate technical certificate programs are available for all recent district High School graduates.

During the freshman year, students explore all technical program areas. In late winter, one area in which to major will be chosen. This exploratory program enables students to make realistic and informed decisions that reflect their needs, interests, and abilities. For students entering Nashoba Valley Technical High School in the sophomore year, a mini-exploratory is also available. Daytime classes operate Monday through Friday from 7:50 a.m. to 2:30 p.m. The school year is 180 days long. Instruction is divided between the technical and academic areas over a two-week rotating schedule. Academic areas for all students consist of English Language Arts, Social Studies, Mathematics, Science, World Languages, the Arts and Physical Education. All academic courses are rigorous and the curriculum is designed to prepare students for college and career readiness. Students are encouraged to apply for Honors level courses offered at every grade level. Advanced placement classes are available in all core subjects. In addition, we offer early college opportunities including concurrent college enrollment courses on campus at all grade levels and a college dual enrollment program for juniors and seniors seeking to earn college credits at a college campus while enrolled in high school.

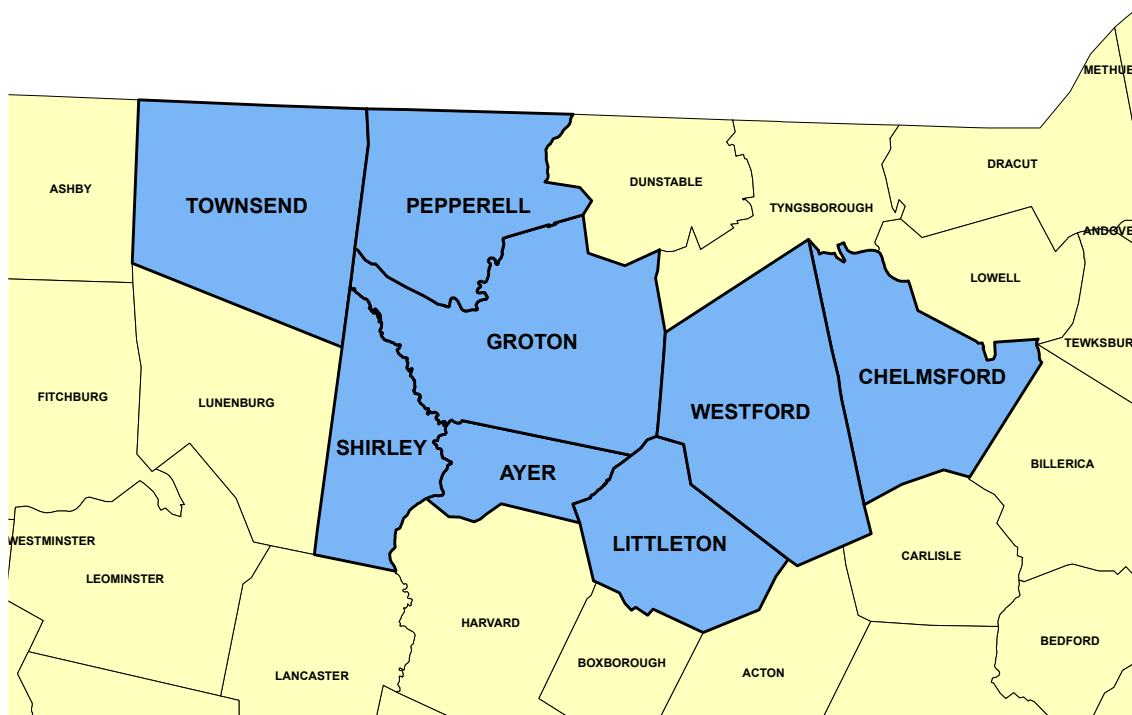
Athletics play a large part of the overall high school program. Extracurricular athletics include soccer, cross-country, football, hockey, track & field, basketball, baseball, softball, volleyball, cheerleading, lacrosse, tennis, wrestling and golf. Varsity and junior varsity sports are available for student participation. No user fees are charged; however, athletes are expected to participate in required fundraising activities. In addition, other extracurricular activities may be experienced through clubs such as National Honor Society and National Technical Honor Society, Student Council, Drama Club, FIRST Robotics, Yearbook, Students Against Destructive Decisions, and SkillsUSA. A variety of additional clubs may be available each year based on student interest.



# District Town Membership



Nashoba Valley Technical High School was founded in 1965 by the towns of Chelmsford, Groton, Littleton and Westford to provide career and technical education to students of this area. By 1979, the Nashoba Valley Technical High School District expanded to incorporate the three additional towns of Shirley, Pepperell, and Townsend. In 2012, the District grew once more with the addition of Ayer.



# Mission Statement

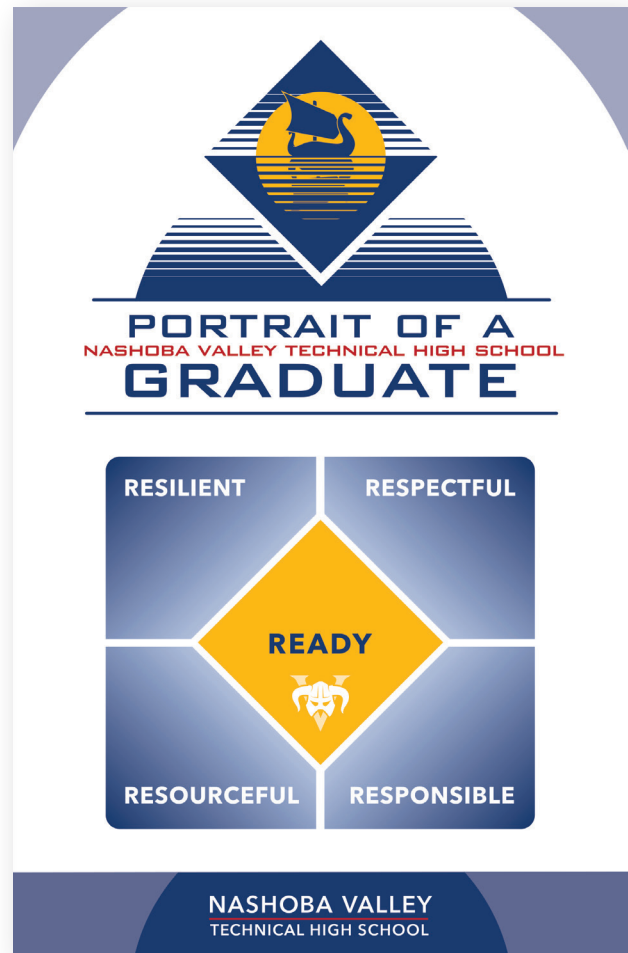


The Mission of Nashoba Valley Technical High School is to provide the highest quality academic and technical education possible to prepare our students for college and career paths leading to success in an ever-changing technological world. The school strives to promote citizenship through a safe and inclusive atmosphere encouraging a diverse population of students to become positive and productive members of the community.

## PORTRAIT OF A GRADUATE

During the 2022 - 2023 School Year, the Nashoba Valley Technical High School community developed and adopted a map of core qualities that the school would actively strive to cultivate and recognize in its students. Over the course of the year, Nashoba Tech's administration and staff engaged in a series of workshops, brainstorming sessions, and team meetings designed to identify the essential attributes a graduate of the school should possess in order to be an engaged, responsible, and productive member of their professions and communities.

This resulting "Portrait of a Graduate" is an aspirational idea intended to serve as a guidepost for both students and staff, to help stay oriented toward the goal of ensuring that every student who graduates from Nashoba Valley Technical High School is prepared to head into the world, and their future, and be successful at whatever they choose to do. It serves to remind us that we want every student that receives a Nashoba Tech diploma to be Resilient, Respectful, Resourceful, Responsible, and most of all Ready for whatever lies ahead.



# School Philosophy

The philosophy of Nashoba Valley Technical High School is to provide a safe, nondiscriminatory educational environment for students who are residents of our district, school choice participants, and tuition pupils. We are committed to an educational process in which students are treated with dignity and respect at all times. All students receive occupational training, academic education, and cultural enrichment which assist them in developing their potential and contribute to their becoming responsible and productive members of society.

Our basic objective is to provide an education for all students, ensuring that they graduate with the training that will allow them to achieve gainful employment if they so choose. We also provide the academic skills necessary to successfully pursue post-secondary and higher education and to recognize the importance of education as a continuous process. We encourage all students to become lifelong learners, continuing to combine their employment and educational options in order to achieve their full potential. It is the aim of this school that students become self-reliant, responsible citizens, have pride in their vocations, develop a positive attitude, show respect, toleration, and concern for others, and have an awareness of the diverse world in which they live.

Our curriculum emphasizes the knowledge and thinking skills that students require to become contributing citizens in a democratic society. We acknowledge that students have different levels of ability and motivation, rates of learning, types of intelligence, and interests. We are committed to providing diversified programs and state-of-the-art technical instruction that will enable our students to become skilled workers and technicians and responsible citizens. Our philosophy also seeks to provide educational opportunities for area adults seeking to change their vocations, to upgrade capabilities in their current fields, to develop new technical skills, or to pursue recreational activities.

Nashoba Valley Technical High School is committed to providing innovative programs that meet the educational needs of citizens within all our participating communities. Our administrators and staff partner with residents, representatives from business, industry and affiliated colleges and universities, and students to identify new challenges and to ensure that we are responsive to changing industrial, technological, professional, and academic requirements that could impact our students.

Our school encourages open communication among parents, teachers, students, town and school officials, school committee members, school councils, and the broader community to support the needs of our students. We participate in forums and actively reach out to the community for feedback to ensure that we are fulfilling our unique mission and meeting our responsibility to provide quality, cost-effective educational opportunities for all students and citizens in our district.

# Nashoba Valley Technical High School Offers the Following to All Enrolled Students:

## CHAPTER 74 STATE-APPROVED TECHNICAL PROGRAMS

Advanced Manufacturing	Electrical Technology
Automotive Collision Repair & Refinishing	Engineering Technology
Automotive Technology	Health Assisting
Biotechnology	Hospitality Management
Carpentry	Marketing
Cosmetology	Plumbing & Heating
Culinary Arts	Programming & Web Development
Dental Assisting	Robotics & Automation
Design & Visual Communications	TV & Media Production/Theatre Arts
Early Childhood Education	Veterinary Science

## ACADEMIC COURSES

English, Math, Science, Social Studies, World Language, Music, Art, and other Electives

## EARLY COLLEGE OPPORTUNITIES & SPECIAL PROGRAMS

Early College (at the Enrolled College)	Advanced Placement
Early College (at Nashoba Tech Campus)	Cooperative Placement - Work Based Learning

## CLUBS/ACTIVITIES

Art Club	Horticulture Club	Student Council/Government
Band, Chorus & Tri-M	Mock Trial	Students Against Destructive
Culinary Club	National Honor Society	Decisions (SADD)
DECA	National Technical Honor	Tri-M Music Honor Society
Digital Media Club	Society	Viking Mentor Program
Drama Club	Outdoor Club	Viking Theatre Company
FIRST Robotics	Robotics Club	Viking Voice
GSA Club	Skills USA	Yearbook Club

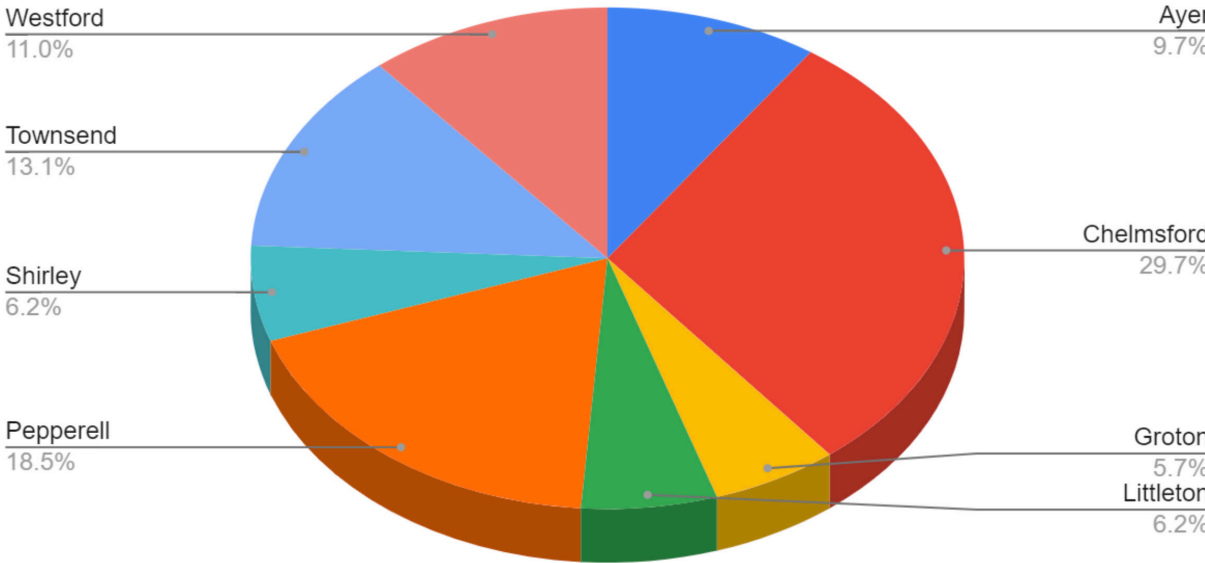
## ATHLETICS

Baseball	Golf	Swim
Basketball	Ice Hockey	Tennis
Cheerleading	Lacrosse	Track and Field
Cross Country	Soccer	Volleyball
Football	Softball	Wrestling

# Nashoba Valley Technical High School Foundation Enrollment Change by District Town

Nashoba Valley Technical High School Foundation Enrollment Change by District Town			
Town	FY23	FY24	Change
Ayer	61	69	+8
Chelmsford	207	212	+5
Groton	45	41	-4
Littleton	41	44	+3
Pepperell	122	132	+10
Shirley	49	44	-5
Townsend	90	94	+4
Westford	73	79	+6
<b>Total District</b>	<b>688</b>	<b>715</b>	<b>+27</b>

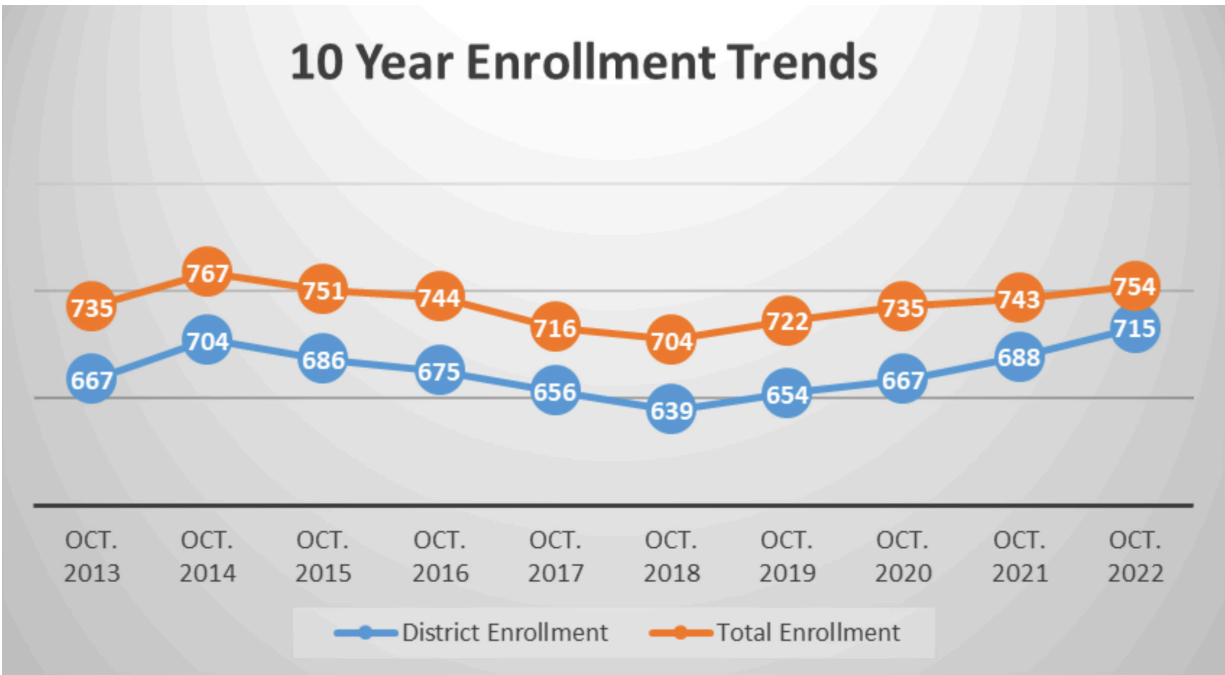
## District Enrollment by Town Percentage



# Historical Enrollment Trends - 10 Year Review

Town	Oct. '13	Oct. '14	Oct. '15	Oct. '16	Oct. '17	Oct. '18	Oct. '19	Oct. '20	Oct. '21	Oct. '22
Ayer	49	57	56	48	48	51	55	59	61	69
Chelmsford	173	185	184	191	198	186	200	212	207	212
Groton	39	39	36	39	35	43	39	46	45	41
Littleton	38	33	34	30	34	29	35	37	41	44
Pepperell	140	159	152	153	136	129	128	109	122	132
Shirley	69	85	72	58	54	51	53	54	49	44
Townsend	104	94	103	107	95	86	80	79	90	94
Westford	55	52	49	49	56	64	64	71	73	79
<b>Total District</b>	<b>667</b>	<b>704</b>	<b>686</b>	<b>675</b>	<b>656</b>	<b>639</b>	<b>654</b>	<b>667</b>	<b>688</b>	<b>715</b>
School Choice & Non-resident	68	63	65	69	67	65	68	68	55	39
<b>Total</b>	<b>735</b>	<b>767</b>	<b>751</b>	<b>744</b>	<b>723</b>	<b>704</b>	<b>722</b>	<b>735</b>	<b>743</b>	<b>754</b>

# Comparison of District and Total Enrollment



## How did Nashoba Tech compare to the state in meeting their target goals in each area of accountability measure?

### How do our student population subgroups compare to state averages?

BY SELECTED POPULATION	Nashoba Valley Technical High School	State Average
First Language not English	2.8%	25%
English Language Learner	0.1%	12.1%
Students with Disabilities	32.5%	19.4%
High Needs	53.2%	55.1%
Economically Disadvantaged	31.2%	42.3%

### How is our school doing on other school accountability measures?

ACCOUNTABILITY MEASURE*	Nashoba Valley Technical High School	State Average
2022 Attendance Rate	95.7%	91.5%
2021 4-Year Graduation Rates	95.5%	89.8%
2021 Annual Dropout Rate	0.7%	1.5%
2022 MassCore - Completing a Rigorous Course of Study	100%	83.8%



\*Information taken from the Department of Elementary and Secondary Education website at [www.doe.mass.edu](http://www.doe.mass.edu)

### How is our school doing on vocational technical accountability measures?

GRADUATE FOLLOW UP STUDY RESULTS	Percent Positively Placed
2021 Graduates of Nashoba Valley Technical High School	91.2%
2020 Graduates of Nashoba Valley Technical High School	98.8%
2018 Graduates of Nashoba Valley Technical High School	98.8%
2017 Graduates of Nashoba Valley Technical High School	99.4%
2016 Graduates of Nashoba Valley Technical High School	99.3%
2015 Graduates of Nashoba Valley Technical High School	97.5%
2014 Graduates of Nashoba Valley Technical High School	97.4%

Please note: Perkins positive placement includes participation one year after graduation in employment, postsecondary education, or the military. Data not available for 2019 with federal changes from Perkins IV to Perkins V.

# Recent Student Achievements

STUDENT(S)	Achievement	Program
Lillian Burgess Ariana Christmas Richard Collins Febronia Girgis Jaden Greenslade Xexilya Herrera Shayla Kirk Sarah Recchia Willa Roberts Alora Rodgers Alyssa Rosato Rachel Vincent	Alzheimer's Care Certification	<i>Health Assisting</i>
Julia Chamberlain Lilliana Estevao Zoe Holston Chelsea Lyle Hailey Mann Jennifer Monteiro Elizabeth Paff Skyla Ricciardi	Certified Nursing Assistant Certificate	<i>Health Assisting</i>
Sarah Recchia Willa Roberts Lilian Burgess	HeartSaver CPR	<i>Health Assisting</i>
Jenna Despres	International Nanny Exam Certification	<i>Early Childhood Education</i>
Eric Caulfield, Nathaniel Dunn, Diara Fernand, Moss Halloran, Megan Hussey, Lauren Mazgelis, Alex Petraglia, Johnathan Picolotto, Michael Prideaux, Noah Silva, Gwendolyn Stenquist <i>with</i> Erin Bean and Yabdiel Cruz	Mural Project - Pheasant Lane Mall 	<i>Design &amp; Visual Communications</i>
Alex Petraglia	Winner - Massachusetts Partners for Youth PSA Poster Design Contest 	<i>Design &amp; Visual Communications</i>



## Recent Student Achievements

### Nashoba Tech Nominees for US Presidential Scholars Program for CTE (*Career and Technical Education*)

Annually, the Massachusetts Department of Elementary and Secondary Education selects five students to compete at the national level for demonstrating outstanding scholarship and excellence as a member of the school community, leadership, and school and community involvement. Congratulations to this year's nominees from Nashoba Tech!



**Kaitlyn Landers**  
*Cosmetology*  
WESTFORD



**Harrison Mayotte**  
*Early College/  
Programming &  
Web Development*  
CHELMSFORD

### 2022 SkillsUSA Competition Medalists

STUDENT	Place	Competition	Program
<b>DISTRICT PLACEMENTS</b>			
Carolyn Dorman, Townsend	Gold	Advertising Design	<i>Design &amp; Visual Communications</i>
Caiden Mills, Chelmsford	Silver		<i>Design &amp; Visual Communications</i>
Aurora Condor, Chelmsford Connor McCall, Pepperell	Gold	Audio/Radio Production	<i>TV &amp; Media Production/ Theatre Arts</i>
Nyk Fischer, Townsend Dylan Schenck, Chelmsford	Silver		<i>TV &amp; Media Production/ Theatre Arts</i>
Nathan Blaisdell, Pepperell	Gold	Automotive Science Technology	<i>Automotive Technology</i>
Charlie Graney, Chelmsford	Bronze	CNC Milling Specialist	
Michael Whiting, Chelmsford	Gold	CNC Technician	<i>Advanced Manufacturing</i>
Nicholas Moore, Chelmsford	Silver		<i>Advanced Manufacturing</i>
Andrew LeLievre, Littleton	Bronze		<i>Advanced Manufacturing</i>
John Duggan, Chelmsford	Bronze	CNC Turning Specialist	<i>Advanced Manufacturing</i>
Kaitlyn Landers, Westford	Silver	Cosmetology (Over 500 Hours)	<i>Cosmetology</i>

## SkillsUSA Competition Medalists (Continued)

STUDENT	Place	Competition	Program
<b>DISTRICT PLACEMENTS (CONTINUED)</b>			
Peter Zaferacopoulos, Littleton	Gold	Cosmetology (Under 500 Hours)	Cosmetology
Mikayla Barrett, Boxborough Wendy Barrett, Boxborough	Silver	Digital Cinema Production	TV & Media Production/ Theatre Arts
Meghan Chamberlain, Shirley Elsa Vig, Billerica	Bronze		TV & Media Production/ Theatre Arts
Matthew Lynch, Westford	Gold	Industrial Motor Control	Electrical Technology
Nickolas Cambridge, Ayer	Silver		Electrical Technology
Maxwell Mazgelis, Westford	Gold	Photography	Design & Visual Communications
James Hirt, Chelmsford	Bronze		Design & Visual Communications
Shaun Driscoll, Westford	Silver	Plumbing	Plumbing
Trey Diekan, Townsend	Bronze	Restaurant Service	Culinary Arts
Phenix Flockhart, Littleton	Gold	Telecommunications Cabling	Electrical Technology
Brianna Hall, Lunenburg	Silver		Electrical Technology
Gaetano Wallace, Townsend	Bronze		Electrical Technology
<b>STATE PLACEMENTS</b>			
Aurora Condor, Chelmsford Connor McCall, Pepperell	Gold	Audio/Radio Production	TV & Media Production/ Theatre Arts
Nyk Fischer, Townsend Dylan Schenck, Chelmsford	Silver		TV & Media Production/ Theatre Arts
Dominic Carbone, Townsend Frank Horn, Townsend Emily MacNeil, Dunstable	Gold	Career Pathways Showcase: Arts & Communication	Design & Visual Communications
Michael Whiting, Chelmsford	Bronze	CNC Technician	Advanced Manufacturing
Kaitlyn Landers, Westford	Gold	Cosmetology (Over 500 Hours)	Cosmetology
Peter Zaferacopoulos, Littleton	Silver	Cosmetology (Under 500 Hours)	Cosmetology
Matthew Lynch, Westford	Gold	Industrial Motor Control	Electrical Technology
Phenix Flockhart, Littleton	Silver	Telecommunications Cabling	Electrical Technology
<b>NATIONAL PLACEMENTS</b>			
Aurora Condor, Chelmsford Connor McCall, Pepperell	Silver	Audio/Radio Production	TV & Media Production/ Theatre Arts
Kaitlyn Landers, Westford	Silver	Cosmetology (Over 500 Hours)	Cosmetology
Matthew Lynch, Westford	Silver	Industrial Motor Control	Electrical Technology
Dominic Carbone, Townsend Frank Horn, Townsend Emily MacNeil, Dunstable	5th	Career Pathways Showcase: Arts & Communication	Design & Visual Communications

## School to Career Program

Through a partnership with local businesses and industries and full approval of the Department of Elementary and Secondary Education, Nashoba Valley Technical High School is able to provide a School to Career Program for eligible juniors and seniors who meet established high standards of achievement, attendance, work readiness and interest. These students will spend their technical training week in a real world career setting in their chosen field as an extension of their learning experience.

### 2022 - 2023 Cooperative Placement Employers

Acton Ford	Keystone Precision
Acton Medical	Lannan Chevrolet
Angell @ Nashoba	Ledgeview Graphics & Printing
As You Like It Salon	Lifecare Center of Nashoba Valley
Atlantic Auto Body Carstar Collision	Little Sprouts - Lowell
Benchmark Sr. Living - Atrium at Drum Hill	Littleton Animal Hospital
Benchmark Sr. Living - Chelmsford Crossing	Low Places Ranch
Boch Honda West	McNabb Pharmacy
The Boxboro Regency	Merrimack Valley Oral Surgeons
Burkart-Phelan, Inc.	Moppet Preschool
Chewie's Playland	Norman E. Day Electrical
Country Kids Child Center	Northern Acoustical Ceilings, Inc.
Countryside	Nypromold, Inc.
Crumbl Cookies	Papalia Home Services
Cut to the Chase Salon & Spa	Pelletier Electric
East Corp. Electric	Philip Ciampa - Lexington
Enwright Plumbing & Heating	Plumbing Supply Co.
Eric C. Foster Plumbing & Heating	The Portland Group
Family Tree Childcare Center	Powderly & Sons
Four Paws Only, Inc.	Precision Machine, LLC
FW Webb	Prime Electrical Services
G. Smith Development	Residence of Freeman Lake
Gray Company	Rex Lumber
The Groton Inn/Forge & Vine	SpringBoard Schools - Chelmsford
Harvard Family Medicine	TF - Electric
Interstate Electric	Theide Plumbing
Johnson's Dairy Bar	

### Evening/Adult Programs

**Career Training Code/Tier Classes:** Classroom hours required to obtain MA Journeyman licenses (Electrical board requires 600 code hours/Plumbing board requires 5 Tiers/ 550-hrs)  
Journeyman Electrical Code - Fall and Winter sessions (75-hrs each/150-hrs per year)  
Journeyman Plumbing Tiers - Annual session (110-hrs)

**Grant Funded Career Training Initiative (CTI) Programs:** Career training programs, funded by Governor Baker and Commonwealth Corporation, are geared for unemployed or underemployed adults seeking employment in high priority/critical industries. The training program provides industry-specific theoretical and hands-on learning, OSHA safety training, industry-recognized credentials, and leads to employment opportunities in the chosen field.

Details at <https://www.nashobatech.net/page/adults-nashoba-at-night>

#### *AUTOMOTIVE - Resumes March 2023*

- **Curriculum includes:** Inspection, brakes, alignment, electrical, transmissions, engines, and more
- **Industry Credentials include:** Automotive Service Excellence (ASE), Valvoline, EPA 609, OSHA 10 General Industry, and Automotive Lift Institute

#### *CNC/MACHINE OPERATOR - Starts March 2023*

- **Curriculum includes:** Manual mill & lathe operations, Haas CNC mill & lathes, blueprint reading, bandsaws, micrometers, height gauges, Prototrak mill, optical comparators, and more
- **Industry Credentials include:** MACWIC Levels 1 & 2 and OSHA 10 General Industry

#### *ELECTRICAL - Starts July 2023*

- **Curriculum includes:** Hand & power tools, electrical code, wiring methods (lights, plugs, switches), measuring, sizing, cutting, bending, installation, and more
- **Industry Credentials include:** HotWorks, Ramset training, Scissor Lift training and OSHA 10 Construction Safety

#### *PLUMBING - Resumes March 2023*

- **Curriculum includes:** Soldering, pipe connecting tools, threading machines (Wirsbo pex, Propress, Tracpipe, Watts pex, Shark Bites), and more
- **Industry Credentials include:** Plumbing Tier 1 (110 hours), Viega PP/MP/MPS, TracPipe, and OSHA 10 Construction Safety

*Additional programs under consideration for Spring 2023 grant applications*

## 2022-2023 Business Advisory Board Members

Providing forward looking guidance and current insight into the workplace, these groups keep us updated on industry demands. Composed of industry experts, business owners, post-secondary advisors, parents and students, the Advisory Committee ensures that our programs remain relevant to our students and all stakeholders. The committee members meet at least three times a year, to review workspaces, curriculum, and provide feedback.

Many of the businesses are also active with NVTHS co-operative placements and internships, providing experiential learning through field trips, donated equipment, and support for a variety of school initiatives. We are always happy to welcome new advisory members.

The following businesses and organizations are active participants in our Advisory Committees which serve a vital role in our technical programs.

A+ Auto Body	Cority Software
Absolute Manufacturing	Cornerstone Visual Communications
Absolute Pawfection Grooming	Dana-Farber Cancer Institute
Acton Toyota	Danaher Corp.
Angell Animal Medical Center	Debra's Natural Gourmet
Art Institute of Boston - Marketing Department	Dog Officer Town of Westford
Avaio	Dr. Scott Goldberg, DMD
Ayer Kiddie Depot	Drs. Schofield & Martin, DMD
Basnett Plumbing/Heating	Duval Sign Company
Bedford Children's Center	DWW Motorsports
Better Built Plumbing	Enterprise Bank
Blue Lotus Salon	Family Tree Child Care
Boch Honda	Fishbones Restaurant
BOSE	Fitchburg State University
Boxborough Regency	Fred's Truck Repair/UPS
Bridges by Epoch	Freeline Therapeutics
Bridgewater State College	Future of Dentistry
Brooks Precision Machining	FW Webb
Burkart-Phelan, Inc.	Greater Visions Child Care Center
C & C Plumbing	Green International
C&C Machine	Griffin Electric
Cain, Bouvvert, Jarry & Vaillancourt, P.C.	Groton Collison Center
Carstar Auto Body	Groton Inn
Chelmsford Crossing & GLT LPN program	Groton Public Television
Chipotle	Gurukul Child Care Center
Cisco	Habitat for Humanity
	Hair Lines Distributer

## 2022-2023 Business Advisory Board Members

Harvard Machinery  
Henry Shein Dental Supplies  
Holiday Inn Marlborough  
Howse Corp  
I-Car  
I.A.T.S.E.  
IBEW  
Indigo Salon & Day Spa  
JES Advertising / Middlesex CC  
Keystone Precision Eng. Inc.  
Kriod Construction  
KTR Auto Sports  
L3T Technologies  
Lady With A Hammer  
Laer Realty  
Laird Plastics  
Lavelle Machine  
Ledgview Printing  
Lowell 5  
Lowell Educational Television  
Lowell Five Cent Savings Bank  
Marshalls Auto Body  
Massbay Community College  
MEC Electrical Contractors, Inc  
Merit Machine  
Middlesex Community College  
Middlesex Savings Bank  
Motion Graphics Artist  
Mount Wachusett Community College  
MSC Industrial Supply Inc.  
Nashoba Valley Auto Body  
Nashoba Valley Chamber of Commerce  
New England Carpenters Training Fund  
New England Institute of Tech  
NH1  
Nobis Engineering Inc.  
North Shore Community College  
Northeastern Univ. Nursing School & LPN  
Oconner Studios  
Packard Machinery Company  
Parallel Wireless, Inc.  
Physical Sciences, Inc.  
Polar Controls, Inc  
Provost Plumbing/Dedham Inspector  
Quinsigamond College  
Raytheon Corporation  
Red Hat  
Red Mill Graphics  
RiverCourt Residences  
Roudenbush Community Center  
Rudy's Fuel & Auto Service Inc.  
Sathorn Corporation  
School Street Light Truck Parts  
Scientific Solutions, Inc  
Southwestern Industries, Inc.  
Spencer Technologies  
Stansfield Tire  
Stay Safe Inc.  
Stealth Biotherapeutics  
The Goddard School  
The Valley Collaborative  
Townsend Dental Group DMD  
Transformations  
Triangle Service Center  
University of Massachusetts Lowell  
University of Hartford  
Wagner Mercedes  
Waltham High School  
Watermark Environmental  
Wentworth Institute of Technology  
Westford CAT  
Westford Regency Inn  
Westford Senior Center  
Whole Pet Grooming Academy  
Woodward Plumbing & Heating  
WXLO 104.5 FM

## Public Services Available at Nashoba Tech

### Angell (Animal Medical Center) at Nashoba

**978-577-5992**

Angell at Nashoba, offers care to animals Monday through Friday, 8:00 am to 4:00 pm, and is open year-round. We are excited about the opportunity to not only help animals in this community but also help to instill in students a lifelong love and passion for the field of veterinary medicine. We offer a full range of services from wellness care and spay/neuter services to more advanced surgeries such as orthopedic and intestinal procedures. In addition, we have a program for people who qualify as low income where they can receive veterinary care for their pet at a reduced cost.

### Automotive Technology Services

**978-692-4711 extension 13111**

Nashoba's Automotive Technology program students perform repairs under the supervision of experienced ASE certified and experienced instructors. District residents and our member town municipalities can utilize school services in automotive technology services such as check engine light diagnosis and repair, automatic transmission fluid service, tire mounting and balancing, computerized 4-wheel alignment, engine tune-up, fuel injection service, drive-line, transaxle, and clutch service, AC recharge, and repairing and rotating tires.

### Auto Collision Repair and Refinishing Services

**978-692-4711 extension 16128**

Nashoba's Auto collision Repair and Refinishing program students perform repairs under the supervision of experienced instructors. District residents and our member town municipalities can utilize school services in collision repair, detailing, plastic repair, metalworking and welding, refinishing, and structural and non-structural repair.

### Cosmo Cuts Salon

**(978) 692-4711 extension 16142**

Nashoba's Cosmetology program offers an in-school hair and nail salon. The salon is open to the public during the school year. Please call the salon to reserve an appointment.

## Public Services Available at Nashoba Tech

### Design and Visual Communications

Nashoba's Design and Visual Communications program offers basic design and printing services to municipal offices and non-profits in our district communities during the school year. Proposed jobs are reviewed by program instructors and accepted on a case by case basis. Please contact the department by emailing [nmeharg@nashobatech.net](mailto:nmeharg@nashobatech.net).

### Early Learning Center

**978-692-6036**

Nashoba's Early Childhood Program is pleased to offer half and full day preschool and pre-k programs for children ages 3 through 5 years old, and a morning or full day toddler exploration program for children ages 12 months through 3 years old.

### Elegant Chef Restaurant and Bistro

**978-692-9958**

Nashoba's Culinary Arts and Hotel Restaurant Management programs operate the Elegant Chef Restaurant. The in-school restaurant is open for business during the school year Tuesday through Friday from 11:30 am to 1:00 pm. Reservations are recommended.

### Programming and Web Design

Nashoba's Programming and Web Development program offers basic programming and web development services to municipal offices and non-profits in our district communities during the school year. Proposed jobs are reviewed by program instructors and accepted on a case by case basis. Please contact the department by emailing [cegan@nashobatech.net](mailto:cegan@nashobatech.net).

### Viking Village Mall

**978-692-4711 extension 16168**

Nashoba's Viking Village Mall is located alongside our Elegant Chef restaurant and is open to the public Monday through Friday from 11:30 am to 1:00 pm.



# Capital Building and Grounds Plan

Nashoba Valley Technical School District has coordinated with our on-call architects, Mount Vernon Group, to conduct a review and prepare an update to the District’s facility assessment. The facility assessment is designed to assist the district with coordinating a multi-year capital planning for updating our buildings and grounds. The FY24 plan will be funded through the general fund, revolving funds, and Workforce Skills Capital Grants.

FY24 Proposed Capital Plan*			
Project	Capital Budget	Revolving Funds	Workforce Skills Grants
Elevator Modernization	\$50,000	\$350,000	
Fire Suppression System Replacement - Phase I	\$150,000	\$320,000	
Bid specifications for phase II of fire suppression system repairs and other projects	\$105,000		
Ongoing flooring and painting upgrades	\$50,000		
Replace body on plow truck	\$20,000		
Expansion of Vet Tech/Electrical			\$2,500,000
Expansion of Engineering, Robotics, Programming			\$3,750,000
<b>Total</b>	<b>\$375,000</b>	<b>\$670,000</b>	<b>\$6,250,000</b>
<b>*Plan is subject to revisions based on results of Facility Assessment updates.</b>			

Numerous capital projects are currently considered high priority and are in the feasibility stage for potential funding in FY25 and beyond.

**Fire Suppression System Phased Project:** This project will include bid specs and the replacement or repair of the fire suppression system in a five or six phase approach.

**Parking Lots and Curbing Repairs:** This project will include a study of existing conditions of the parking lot, curbing, curb cuts at HC access and walkways, and provide upgrade recommendations; followed by a schematic design, bid specs, and the actual project.

**HVAC System Updates:** This project will consist of a review of existing HVAC systems and Architectural Impacts and provide upgrade recommendations; followed by schematic design, bid specs, and the actual project. The District is researching a potential MSBA repair project and/or use of bonds for this project.

## Workforce Skills Capital Grant Projects

Created by Governor Baker in 2015, the goals of the Skills Capital Grants Program has been to help high schools, colleges and other educational institutions invest in the most up-to-



date training equipment to give students an advantage when they continue in their chosen field. Since 2015, Nashoba Valley Technical High School has been the proud recipient of \$8,575,000 in grant funds from the Workforce Skills Program, including \$6,250,000 for FY24. This has allowed us to continue to provide the most advanced technical education possible to our students, meeting the standards set by industry partners.

FY	Program	Amount	Plan
2016	Advanced Manufacturing	\$500,000	Program Renovation and Equipment Update
2017	Engineering/Robotics	\$500,000	Program Renovation and Equipment Update
2019	Health/Dental	\$500,000	Program Renovation and Equipment Update
2020	Culinary/Hospitality	\$125,000	Equipment Replacement
2022	Plumbing	\$250,000	Program Renovation and Equipment Update
2023	Cosmetology	\$500,000	Salon Renovation and Equipment Update
2024	Electrical/ Veterinary Science	\$2,500,000	Program Renovation and Equipment Update - will also allow us to expand both programs physical space within the building to address student enrollment trends
2024/ 2025	Engineering/Robotics/ Programming and Web/ Advanced Manufacturing	\$3,750,000	Building Addition and Equipment Update - will allow us to create a "Manufacturing Production Center" addressing the growing needs of the manufacturing industry, a primary employer in our area.

## FY24 Estimated Allocation Grant Summary

GRANT	TITLE	REVENUE	
		FY23 Approved	FY24 Proposed (Estimate)
140	Title II, Part A: Supporting Effective Instruction	\$17,892	\$17,892
240	Individuals with Disabilities Education Act (IDEA) Federal Special Education Entitlement Grant	\$242,175	\$242,175
305	Title I, Part A: Improving Basic Programs	\$96,885	\$96,885
309	Title IV, Part A: Student Support and Academic Enrichment	\$10,000	\$10,000
400	Perkins Occupational Skills	\$162,702	\$162,702
460	Early College Expansion Planning Grant	\$50,000	\$50,000

### Elementary and Secondary Education Emergency Relief (ESSER III)

ESSER III (Grant 119) provides resources to school districts for the safe reopening and operation of schools. Consultation with key stakeholders was conducted in the fall of 2021 through a targeted needs assessment survey. The survey identified strategic areas used to develop our implementation plan, including academic support, the development of a transition program, and facilities improvements to create healthy and safe school environments.

ESSER III Plan	FY23/FY24
Student Support Center & Student Support Staffing Training	\$220,090
HVAC Controls Building-wide Upgrade	\$225,000
High Quality Instructional Materials and Instructional Technology	\$178,000
<b>Total</b>	<b>\$623,090*</b>

\*Funds available for use through September 24, 2024 and are subject to grant revision based on need.

## Other Post-Employment Benefits Fund (OPEB)

The Nashoba Valley Technical School District Committee at its August 9, 2011 meeting voted, in accordance to Massachusetts General Law Chapter 479 An Act Providing for the Establishment of Other Post-Employment Benefits Liability Trust Funds in Municipalities and Certain Other Governmental Units, to establish an Other Post Employment Benefit Fund (OPEB) fund. The purpose of the fund is for the future health insurance liability of the District's employees to cover the cost of retiree health insurance benefits. As part of our annual audit process, an actuarial study is conducted and an estimated OPEB liability is calculated. Our current calculation for our future OPEB liability is approximately \$10,081,776.

The Other Post Employment Benefit Trust is managed by five trustees appointed by the Nashoba Valley Technical High School District School Committee. They meet a minimum of twice per year to review and manage the trust portfolio. Our current trustees include:

Paul Cohen, *Chelmsford Town Manager*  
 Charlie Ellis, *NVTHS School Committee*  
 Tim Harrison, *NVTHS District Treasurer*  
 Andrew MacLean, *Pepperell Town Administrator*  
 Michelle Shepard, *NVTHS Business Manager*

Please note: Dr. Denise Pigeon, NVTHS Superintendent serves as an *ex officio* member.

Below is an overview of the contribution history and balance through December 31, 2022.

CONTRIBUTION DATE	AMOUNT
Contribution 1/29/2015	50,000.00
Contribution 9/28/2015	51,418.00
Contribution 8/3/2016	100,000.00
Contribution 9/13/2017	300,000.00
Contribution 8/6/2018	200,000.00
Contribution 6/30/2020	90,000.00
Contribution 10/5/2020	183,476.00
Contribution 6/30/2021	116,524.00
Contribution 8/25/2021	200,000.00
Contribution 9/7/2022	200,000.00
Cumulative Interest Earnings & Change in Value	251,521.19
<b>Balance as of December 31, 2022</b>	<b>\$1,742,939.19</b>

# Stabilization Fund

The Nashoba Valley Technical School District Committee at its December 14, 2010 meeting, in accordance with Massachusetts General Law Chapter 71 Section 16G 1/2, by a majority of all the members of the regional district school committee, voted to establish a Stabilization Fund. Chapter 71 Section 16G 1/2 also requires the approval of a majority of the local appropriating authorities. We presented the Warrant Article to our member towns during the spring 2011 Annual Town Meetings for approval.

As a fiscally responsible regional school district, the primary purpose of a stabilization fund is to give the Nashoba Valley Technical School District a method to have funds available for unexpected capital expenses that may occur.

Below is an overview of the contribution history and balance through December 31, 2022.

---

<b>CONTRIBUTION DATE</b>	<b>AMOUNT</b>
Contribution 8/17/2011	250,000.00
Contribution 11/16/2012	200,000.00
Contribution 6/30/2014	200,000.00
Contribution 4/29/2015	200,000.00
Contribution 9/28/2015	300,000.00
Contribution 8/8/2016	200,000.00
Contribution 8/6/2018	100,000.00
Interest Earnings	170,380.02
<b>Balance as of December 31, 2022</b>	<b>\$1,620,380.02</b>

## Budget Development Schedule

<b>Last Week of October</b>	Budget Message/Timeline and workbooks distributed to Staff by Superintendent and Business Manager
<b>First Week of November</b>	Training for staff on completion of budget workbooks
<b>Second Week of November</b>	All budget workbooks to be completed by November 19th
<b>Third Week of November</b>	First administrative review of budget proposals with Superintendent Internal Budget Review by Superintendent and Business Manager
<b>Fourth Week of November</b>	Supervisors provide feedback to departments ( <i>as needed</i> ) Second administrative review of budget proposals with Superintendent
<b>First Week of December</b>	First draft budget presented to Budget/Finance Subcommittee Feedback to supervisors/departments for revisions ( <i>as needed</i> )
<b>Second Week of December</b>	Final Review with Superintendent/Administration Second Draft Budget Presented to Budget/Finance Subcommittee
<b>Third Week of December</b>	Finalization of the budget and presentation preparation to Budget/Finance Subcommittee
<b>January</b>	Budget/Finance Committee Work Session Final Review
<b>First Week of February</b>	Town Officials Breakfast, Presentation on the Budget
<b>First Week of February</b>	School Committee Public Hearing on the Budget ( <i>must be held at least 45 days before the first town meeting</i> )
<b>March</b>	First town meeting held ( <i>Westford</i> )
<b>April - June</b>	Town Meetings held in remaining district towns

# APPENDICES

- FY2024 PROPOSED BUDGET BY STATE FUNCTION CODE
- FY2024 PROPOSED BUDGET BY DETAILED FUNCTION CODE
- FY2024 ESTIMATED REVENUE PLAN
- FY23/FY24 REVENUE DIFFERENCE
- FY2024 ASSESSMENTS BY TOWN

## FY2024 Proposed Budget by State Function Code

Account Code	Account Description	FY21 Voted Budget	FY22 Voted Budget	FY23 Voted Budget	FY24 Voted Budget	Increase (Decrease) Amount	Increase (Decrease) %
1000	Administration	740,140	764,821	784,113	822,523	38,410	
2000*	Instructional Services	7,650,939	7,692,161	8,188,422	8,734,491	546,069	
3000	Pupil Services	1,644,581	1,821,562	1,905,182	2,011,310	106,128	
4000	Operation & Maintenance	1,413,263	1,462,692	1,527,374	1,716,199	188,825	
5000	Benefits & Fixed Charges	2,715,526	2,799,535	2,936,576	3,022,993	86,417	
7000	Asset Acquisition & Improvement	225,000	225,000	350,000	375,000	25,000	
8000	Debt Service	592,178	650,300	626,075	602,000	-24,075	
9000	School Choice	10,000	17,723	6,164	14,400	8,236	
<b>Total General Fund Budget</b>		<b>14,991,627</b>	<b>15,433,794</b>	<b>16,323,906</b>	<b>17,298,916</b>	<b>975,010</b>	<b>5.97%</b>
School Choice Used as a Revenue Source		632,166	567,956	315,246	332,588	17,342	
<b>Total Budget (Including School Choice Fund)</b>		<b>15,623,793</b>	<b>16,001,750</b>	<b>16,639,152</b>	<b>17,631,504</b>	<b>992,352</b>	<b>5.96%</b>

\*FY21 through FY23 voted have been restated in Account Code 2000 Instructional Services to not include instructional costs funded by School Choice Fund consistent with current year presentation.



## FY2024 Proposed Budget by Detailed Function Code

Account Number	Account Description	FY21 Voted Budget	FY22 Voted Budget	FY23 Voted Budget	FY24 Voted Budget	Increase (Decrease) Amount	Increase (Decrease) %
1400	Central Office, Finance and Legal	740,140	764,821	784,113	822,523	38,410	
2110	School Curriculum, Dept. Heads *	597,238	617,313	665,860	620,341	-45,519	
2210	Principal	299,768	297,946	314,681	316,423	1,742	
2250	Building Technology	223,877	233,795	249,977	255,534	5,557	
2300	Teachers, Classroom **	4,953,046	5,113,083	5,510,256	5,993,421	483,165	
2320	Medical, Therapeutic Services	60,000	68,000	67,067	85,894	18,827	
2325	Substitute Teachers	25,000	30,000	35,000	35,000	0	
2340	Library and Media	90,791	90,791	93,069	95,396	2,327	
2345	Distance Learning	0	24,000	9,500	14,750	5,250	
2350	Professional Development	60,282	59,123	62,463	58,000	-4,463	
2400	Textbooks, Instruct/Technical Equip.	667,790	424,595	479,432	531,478	52,046	
2700	Guidance Services	673,147	733,515	701,117	728,255	27,138	
3100	Attendance Services	92,734	95,739	95,651	102,812	7,161	
3200	Health Services	91,578	144,581	135,690	128,966	-6,724	
3300	Transportation Services	805,920	905,480	953,240	1,034,080	80,840	
3400	Food Services	21,639	28,257	30,412	31,987	1,575	
3510	Athletic Services	307,949	315,498	332,409	348,926	16,517	
3520	Student Activities	119,172	121,768	132,244	137,597	5,353	
3600	Student Security	205,589	210,239	225,536	226,942	1,406	
4110	Custodial Services	221,593	219,225	242,327	252,718	10,391	
4120	Heating of Buildings	130,000	130,000	170,000	190,000	20,000	
4130	Utility Services	368,220	371,900	378,164	466,607	88,443	
4210	Ground Maintenance	143,260	144,092	150,721	163,304	12,583	
4220	Building Maintenance and Security	319,052	364,847	374,662	387,400	12,738	
4230	Maintenance- Equipment	206,610	208,100	204,000	251,170	47,170	
4450	Building Technology	24,528	24,528	7,500	5,000	-2,500	
5100	Employer Retirement Contributions	350,010	358,933	380,721	425,158	44,437	
5200	Insurance for Active Employees	1,800,601	1,832,050	1,940,899	1,959,979	19,080	
5250	Insurance for Retired Employees	264,884	278,152	284,556	302,156	17,600	
5255	Other Post Employment Benefits	183,476	200,000	200,000	200,000	0	
5600	Other Non Employee Insurance	116,555	130,400	130,400	135,700	5,300	
7000	Assets Acquisition and Improvements	225,000	225,000	350,000	375,000	25,000	
8100	Debt Service -Principal	500,500	520,000	515,000	510,000	-5,000	
8200	Debt Service-Interest	91,678	130,300	111,075	92,000	-19,075	
9110	School Choice	10,000	17,723	6,164	14,400	8,236	
<b>Total General Fund Budget</b>		<b>14,991,627</b>	<b>15,433,794</b>	<b>16,323,906</b>	<b>17,298,916</b>	<b>975,010</b>	<b>5.97%</b>
Instructional Costs funded by School Choice		632,166	567,956	315,246	332,588	17,342	
<b>Total Budget (including School Choice Fund)</b>		<b>15,623,793</b>	<b>16,001,750</b>	<b>16,639,152</b>	<b>17,631,504</b>	<b>992,352</b>	<b>5.96%</b>

\* Account number was 2220 in previous years

\*\*FY21 through FY23 voted have been restated in account number 2300 Teachers, Classroom to not include instructional costs funded by School Choice Fund consistent with current year presentation.

# FY2024 Estimated Revenue Plan

	FY23 Voted Budget	FY24 Voted Budget	Difference	% change
Operating Budget	15,347,831	16,321,916	974,085	6.35%
Capital	350,000	375,000	25,000	7.14%
Debt Service	626,075	602,000	-24,075	-3.85%
<b>Total Operating &amp; Capital Budget</b>	<b>16,323,906</b>	<b>17,298,916</b>	<b>975,010</b>	<b>5.97%</b>
<b>Non-Assessment Revenue:</b>				
Chapter 70 School Aid	3,900,777	4,701,934	801,157	20.54%
Chapter 71 Regional Transportation Reimbursement	519,458	618,617	99,159	19.09%
Certified Excess & Deficiency	780,026	438,816	-341,210	-43.74%
<b>Total Non-Assessment Revenue</b>	<b>5,200,261</b>	<b>5,759,367</b>	<b>559,106</b>	<b>10.75%</b>
<b>Required Town Assessments</b>	<b>11,123,645</b>	<b>11,539,549</b>	<b>415,904</b>	<b>3.74%</b>
<b>Total Budget Funding</b>	<b>16,323,906</b>	<b>17,298,916</b>	<b>975,010</b>	<b>5.97%</b>
<b>Assessment Allocation by Category:</b>				
Minimum Contribution	9,138,788	9,846,166	707,348	7.74%
Transportation/Capital Equipment	783,782	791,383	7,601	0.97%
Additional (Offset)/Assessment	575,000	300,000	-275,000	-47.83%
<b>Subtotal Non-Debt Assessments</b>	<b>10,497,570</b>	<b>10,937,549</b>	<b>439,979</b>	<b>4.19%</b>
Debt (Expansion/Renovation)	626,075	602,000	-24,075	-3.85%
<b>Total Member Assessment</b>	<b>11,123,645</b>	<b>11,539,549</b>	<b>415,904</b>	<b>3.74%</b>

# FY2023/FY2024 Assessments by Town

REVENUE SOURCE	FY2023 Voted Budget	FY2024 Proposed Budget	Increase (Decrease) Amount
Assessments	11,123,645	11,539,549	415,904
Chapter 70 Aid	3,900,777	4,701,934	801,157
Regional Transportation Reimbursement	519,458	618,617	99,159
Certified Excess & Deficiency Appropriation	780,026	438,816	(341,210)
<b>TOTAL</b>	<b>16,323,906</b>	<b>17,298,916</b>	<b>975,010</b>

# FY2023/FY2024 Revenue Difference

TOWN	10/1/2022 # of District Students*	Students per Town Percentage*	Town's Minimum Contribution*	Transportation Capital Equipment	Additional Assessment	Sub-total Assessment	Debt Service	Assessment 2023-2024
Ayer	69	9.65%	973,253	76,371	28,951	1,078,575	58,095	1,136,670
Chelmsford	212	29.65%	3,357,610	234,648	88,951	3,681,209	178,495	3,859,704
Groton	41	5.73%	665,553	45,380	17,203	728,136	34,520	762,656
Littleton	44	6.15%	678,828	48,700	18,462	745,990	37,046	783,036
Pepperell	132	18.46%	1,509,393	146,101	55,385	1,710,879	111,138	1,822,018
Shirley	44	6.15%	512,192	48,700	18,462	579,354	37,046	616,400
Townsend	94	13.15%	940,349	104,042	39,441	1,083,832	79,144	1,162,976
Westford	79	11.05%	1,208,988	87,440	33,147	1,329,574	66,515	1,396,089
<b>TOTAL</b>	<b>715</b>	<b>100%</b>	<b>9,846,166</b>	<b>791,383</b>	<b>300,000</b>	<b>10,937,549</b>	<b>602,000</b>	<b>11,539,549</b>



**NASHOBA VALLEY TECHNICAL SCHOOL DISTRICT**

100 Littleton Road • Westford, MA 01886  
978.692.4711  
nashobatech.net

# **Sudbury Public Schools School Committee Meeting**

**Date:** October 7, 2024

**Agenda Item:** 4a

**FY26 Capital Recommendations**

**Recommendation:**

**Background  
Information:**

**Attachments:**

**From the September 24, 2024 SC Meeting**

**FY26 Capital Project Submission Form - CIP\_FY26\_SPS\_1 Carpet Replacement.xlsx - CIP Submission Form**

**FY26 Capital Project Submission Form - CIP\_FY26\_SPS\_2 VCT Flooring Replacement.xlsx - CIP Submission Form (1)**

**FY26 Capital Project Submission Form - CIP\_FY26\_SPS\_3 Bathroom Partitions and Replacements.xlsx - CIP Submission Form**

**FY26 Capital Project Submission Form - CIP\_FY26\_SPS 4 Painting.xlsx - CIP Submission Form**

**FY26 Capital Project Submission Form - CIP\_FY26\_SPS 5 Ceiling Tile Replacement.xlsx - CIP Submission Form**

**FY26 CIP Small Cap Presentation to School Committee 9.20.2024.pptx**



**Capital Improvement Program** Date submitted: \_\_\_\_\_ Date of Last Edit: \_\_\_\_\_

Project Number: **CIP\_FY26\_SPS-1** Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)  
 Project Title: **Carpet Replacement**  
 Category: **Urgency of Maintenance Needs**  
 Department / Committee: \_\_\_\_\_ Contact: **Sandra R. Duran, Combined Facility Director**

**Justification Code:**  
 A-Essential  
 B-Asset Maintenance  
 C-Enhancement

Project Type is: New  Resubmission  Recurring   
 Rehabilitation   
 Year of Initial Request: \_\_\_\_\_

Legal compliance \_\_\_\_\_  Supports Community Plan \_\_\_\_\_   
 Safety compliance \_\_\_\_\_  Other \_Deferred Maintenance\_

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

This is an ongoing project to replace carpet with carpet squares specifically targeting Haynes and Loring. This includes materials, labor, moving furniture. The work is to be completed when the schools are unoccupied.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations...

Having cleanable surfaces are a requirement of the state sanitary code.  
**Anticipated Staffing Changes:**

*Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?*

There is no increase in staffing.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

The carpet replacement will enhance the users experience and provide the ability to have a cleanable surface.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

No additional operational impacts

**Alternatives Considered and Reasons for Non-selection:** Typical Replacement Lifecycle / Service Life:

*(why something else wasn't chosen)*  
 Also, re-utilization plan of current assets, if available: *(trade-in, passed on to another Dept, sell)*  
 Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

*Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).*

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$77,000	\$77,000				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$77,000</b>	<b>\$77,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Amounts Approved or Received	
Grant Amount Approved/Rvc'd	\$0
CPA Amount Approved/Rvc'd	\$0
<b>Net of CPA and Grants</b>	<b>\$77,000</b>

Operating Budget Impact Include additional personnel costs, if applicable.	
During Project	\$0
Post-Project Annual	\$0
Post-Project One-time	\$0

**Funding Source(s) For Finance Use Only**

- Tax Levy
- Dedicated Revenue Source
- Enterprise Retained Earnings
- Capital Stabilization
- Free Cash
- Revolving Fund
- Debt In-levy
- Debt, Capital Exclusion
- Dedicated Stab/New Growth
- CPA
- Grant(s) \_\_\_\_\_
- Other \_\_\_\_\_

**CPA Purpose(s)**  
 Check all that apply

- Open Space
- Recreation
- Historical
- Housing

Estimated Total Project Cost: \_\_\_\_\_ Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**

*List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.*



**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: CIP\_FY26\_SPS-2

Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

4

Project Title: VCT Replacement

Category: Urgency of Maintenance Needs

Department / Committee:

Contact: Sandra R. Duran, Combined Facility Director

Justification Code:

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New [ ] Resubmission [ ] Recurring [ ]  
Rehabilitation [X]

Year of Initial Request:

Legal compliance \_\_\_\_\_ [ ]

Supports Community Plan \_\_\_\_\_ [ ]

Description & Justification / Need: Safety compliance \_\_\_\_\_ [ ]

Other \_Deferred Maintenance\_ [X]

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

This is an ongoing project to replace VCT flooring throughout the district with a focus on carpet replacements at the Curtis Middle School, Nixon Cafeteria and Haynes Kindergarten Room. This includes materials, labor, moving furniture. The work is to be completed when the schools are unoccupied.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGI requirement, health regulations...

The VCT replacement will enhance the users experience and provide the ability to have a cleanable surface in compliance with the State Sanitary Code.

**Anticipated Staffing Changes:**

Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?

There is no increase in staffing.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

The VCT replacement will enhance the users experience.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

No additional operational impacts

**Alternatives Considered and Reasons for Non-selection:**

(why something else wasn't chosen)

**Typical Replacement Lifecycle / Service Life:**

Also, re-utilization plan of current assets, if available: (trade-in, passed on to another Dept, sell)

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$75,000	\$75,000				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Amounts Approved or Received**

Grant Amount Approved/Rvc'd	\$0					
CPA Amount Approved/Rvc'd	\$0					
<b>Net of CPA and Grants</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Funding Source(s) For Finance Use Only**

- Tax Levy
- Dedicated Revenue Source
- Enterprise Retained Earnings
- Capital Stabilization
- Free Cash
- Revolving Fund
- Debt In-levy
- Debt, Capital Exclusion
- Dedicated Stab/New Growth
- CPA
- Grant(s) \_\_\_\_\_
- Other \_\_\_\_\_

**CPA Purpose(s)**

Check all that apply

- Open Space
- Recreation
- Historical
- Housing

Operating Budget Impact	Include additional personnel costs, if applicable.
During Project	\$0
Post-Project Annual	\$0
Post-Project One-time	\$0

Estimated Total Project Cost:

Estimated Future Savings:

Estimated Incremental Cost:

Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):

List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: **CIP\_FY26\_SPS-3** Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: **Bathroom Partitions and Replacements**  
 Category: **Urgency of Maintenance Needs**  
 Department / Committee: \_\_\_\_\_ Contact: **Sandra R. Duran, Combined Facility Director**

**Justification Code:**

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New  Resubmission  Recurring   
 Rehabilitation

Year of Initial Request: \_\_\_\_\_

Legal compliance \_\_\_\_\_  Supports Community Plan \_\_\_\_\_   
 Safety compliance \_\_\_\_\_  Other \_Deferred Maintenance\_

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

Repair and/or replace bathroom partitions in various buildings, specifically targeting Nixon Elementary.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations...

New partitions will be in compliance with current ADA standards.

**Anticipated Staffing Changes:**

Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?

There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

Repair and replacement of aging and/or broken bathroom partitions enhance the experience of our users and provides safe and inclusive bathroom facility elements.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

No operational budet impacts are expected as a result of this project.

**Alternatives Considered and Reasons for Non-selection:**

(why something else wasn't chosen)

**Typical Replacement Lifecycle / Service Life:**

Also, re-utilization plan of current assets, if available: (trade-in, passed on to another Dept, sell)

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).

There are no long term operational budget impacts expected.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$58,000	\$58,000				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$58,000</b>	<b>\$58,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Amounts Approved or Received**

Grant Amount Approved/Rvc'd	\$0					
CPA Amount Approved/Rvc'd	\$0					
<b>Net of CPA and Grants</b>	<b>\$58,000</b>	<b>\$58,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Funding Source(s) For Finance Use Only**

Tax Levy

Dedicated Revenue Source

Enterprise Retained Earnings

Capital Stabilization

Free Cash

Revolving Fund

Debt In-levy

Debt, Capital Exclusion

Dedicated Stab/New Growth

CPA

Grant(s) \_\_\_\_\_

Other \_\_\_\_\_

**Operating Budget Impact Include additional personnel costs, if applicable.**

During Project	\$0					
Post-Project Annual	\$0					
Post-Project One-time	\$0					

**CPA Purpose(s)**

Check all that apply

Open Space

Recreation

Historical

Housing

Estimated Total Project Cost: \_\_\_\_\_ Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**

List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: **CIP\_FY26\_SPS-4** Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: **Painting**  
 Category: **Urgency of Maintenance Needs**  
 Department / Committee: \_\_\_\_\_ Contact: **Sandra R. Duran, Combined Facility Director**

**Justification Code:**

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New  Resubmission  Recurring   
 Rehabilitation

Year of Initial Request: \_\_\_\_\_

Legal compliance \_\_\_\_\_  Supports Community Plan \_\_\_\_\_   
 Safety compliance \_\_\_\_\_  Other \_\_Deferred Maintenance

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

This is an ongoing project to paint interior and exterior surfaces.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations--

Stabilizing flaking, chaulking and chipped painted surfaces ensures the area is in compliance with the State Sanitary Code.

**Anticipated Staffing Changes:**

*Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?*

There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

Freshly painted and maintained surfaces are an important factor in keeping a property clean and welcoming. In addition, paint protects the substrate.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

Continued deterioration of painted surfaces will occur as well as Sanitary Code violations.

**Alternatives Considered and Reasons for Non-selection:** \_\_\_\_\_  
*(why something else wasn't chosen)*

**Typical Replacement Lifecycle / Service Life:** \_\_\_\_\_

**Also, re-utilization plan of current assets, if available:** *(trade-in, passed on to another Dept, sell)*

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

*Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).*

There are no long term operational budget impacts expected.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$50,000	\$50,000				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Funding Source(s) For Finance Use Only**

Tax Levy

Dedicated Revenue Source

Enterprise Retained Earnings

Capital Stabilization

Free Cash

Revolving Fund

Debt In-levy

Debt, Capital Exclusion

Dedicated Stab/New Growth

CPA

Grant(s) \_\_\_\_\_

Other \_\_\_\_\_

**Amounts Approved or Received**

	FY2026	FY2027	FY2028	FY2029	FY2030
Grant Amount Approved/Rvc'd	\$0				
CPA Amount Approved/Rvc'd	\$0				
<b>Net of CPA and Grants</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Operating Budget Impact Include additional personnel costs, if applicable.**

	FY2026	FY2027	FY2028	FY2029	FY2030
During Project	\$0				
Post-Project Annual	\$0				
Post-Project One-time	\$0				

**CPA Purpose(s)**

Check all that apply

Open Space

Recreation

Historical

Housing

Estimated Total Project Cost: \_\_\_\_\_ Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**

List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: **CIP\_FY26\_SPS-5** Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: **Ceiling Tile Replacement**  
 Category: **Urgency of Maintenance Needs**  
 Department / Committee: \_\_\_\_\_ Contact: **Sandra R. Duran, Combined Facility Director**

**Justification Code:**

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New  Resubmission  Recurring   
 Rehabilitation

Year of Initial Request: \_\_\_\_\_

Legal compliance \_\_\_\_\_  Supports Community Plan \_\_\_\_\_   
 Safety compliance \_\_\_\_\_  Other \_Deferred Maintenance

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

This is an ongoing project to replace ceiling tiles in various schools.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations...

**Anticipated Staffing Changes:**

*Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?*

There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

Unstained ceiling tiles provide a structurally sound ceiling and has acoustical advantages for the classroom spaces.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

Continued deterioration of painted surfaces will occur as well as Sanitary Code violations.

**Alternatives Considered and Reasons for Non-selection:** \_\_\_\_\_  
*(why something else wasn't chosen)*

**Typical Replacement Lifecycle / Service Life:** \_\_\_\_\_

**Also, re-utilization plan of current assets, if available:** *(trade-in, passed on to another Dept, sell)*

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

*Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).*

There are no long term operational budget impacts expected.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$25,000	\$25,000				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Amounts Approved or Received**

	FY2026	FY2027	FY2028	FY2029	FY2030
Grant Amount Approved/Rvc'd	\$0				
CPA Amount Approved/Rvc'd	\$0				
<b>Net of CPA and Grants</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Operating Budget Impact** Include additional personnel costs, if applicable.

	FY2026	FY2027	FY2028	FY2029	FY2030
During Project	\$0				
Post-Project Annual	\$0				
Post-Project One-time	\$0				

**Funding Source(s) For Finance Use Only**

Tax Levy

Dedicated Revenue Source

Enterprise Retained Earnings

Capital Stabilization

Free Cash

Revolving Fund

Debt In-levy

Debt, Capital Exclusion

Dedicated Stab/New Growth

CPA

Grant(s) \_\_\_\_\_

Other \_\_\_\_\_

**CPA Purpose(s)**

Check all that apply

Open Space

Recreation

Historical

Housing

Estimated Total Project Cost: \_\_\_\_\_ Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**

List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.

**Sudbury Public Schools  
School Committee Meeting  
FY26 Town Manager Small Capital Items  
Presentation by  
Sandra R. Duran, Combined Facility Director  
September 23, 2024**



## **Sudbury Capital Improvement Program Background Summary**

The Sudbury Capital Improvement Program (CIP) is intended to provide a blueprint for planning Sudbury's capital expenditures. It is intended to coordinate community planning, financial capacity, and physical development. Day-to-day expenses derive from operating budgets, while capital funds pay for new construction, renovation and expansion of existing structures, rolling stock, and other major projects.

Projects with a total project cost of less than \$100,000 or more in one year; less than \$200,000 or more over multiple years; and last more than 5 years will be considered for inclusion in the Town Managers Capital Operating Budget. The minimum threshold for capital improvements is \$20,000.

Projects in excess of \$100,000; and \$200,000 over multiple years will be considered as individual major capital items.

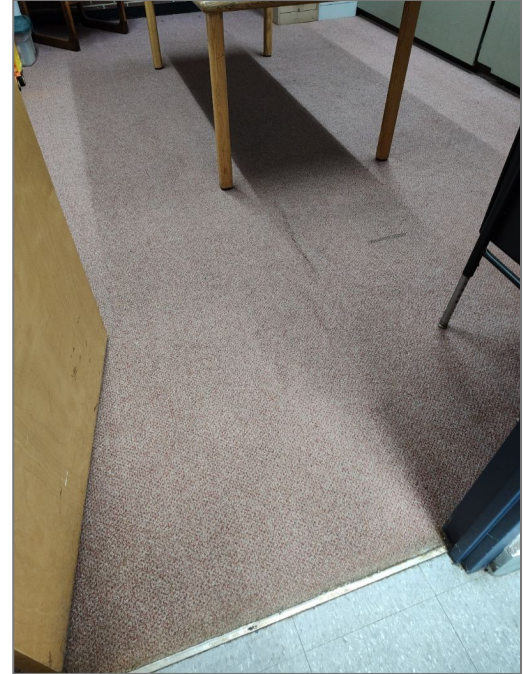
# SPS CIP Town Manager Small Cap Submission Summary

<b>CIP #</b>	<b>Title</b>	<b>Amount Requested</b>
CIP-FY26-SPS-1	Carpet Replacement	\$77,000.00
CIP-FY26-SPS-2	VCT Replacement	\$75,000.00
CIP-FY26-SPS-3	Bathroom Partitions and Replacements	\$58,000.00
CIP-FY26-SPS-4	Painting	\$50,000.00
CIP-FY26-SPS-5	Ceiling Tiles	<u>\$25,000.00</u>
	<b><i>Total Small Cap Funds Requested</i></b>	<b><i>\$285,000.00</i></b>

**CIP-FY26-SPS-1**

**Carpet Replacement**

**\$77,000.00**



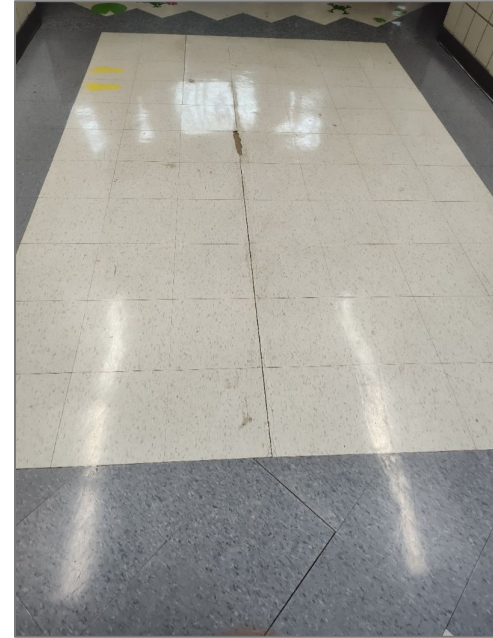
This is an ongoing project to replace carpet with carpet squares specifically targeting Haynes and Loring. This includes materials, labor, moving furniture. The work is to be completed when the schools are unoccupied.



**CIP-FY26-SPS-2**

**VCT Replacement**

**\$75,000.00**



This is an ongoing project to replace VCT flooring throughout the district with a focus on carpet replacements at the Curtis Middle School, Nixon Cafeteria and Haynes Kindergarten Room. This includes materials, labor, moving furniture. The work is to be completed when the schools are unoccupied.

**CIP-FY26-SPS-3**

**Bathroom Partitions & Replacements**

**\$58,000.00**

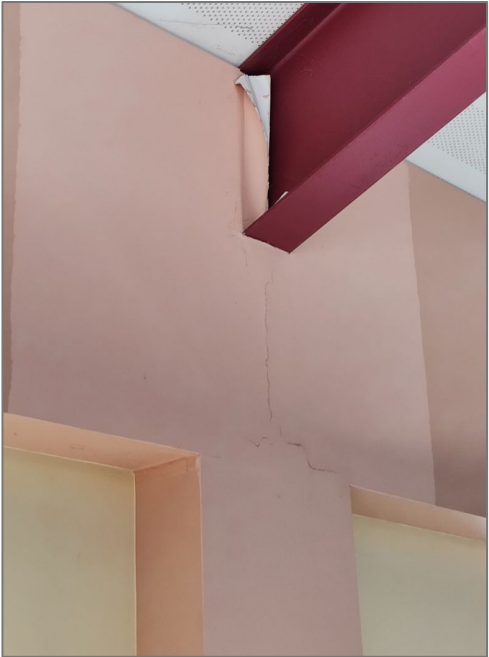


Repair and/or replace bathroom partitions in various buildings, specifically targeting Nixon Elementary.

**CIP-FY26-SPS-4**

**Painting**

**\$50,000.00**



This is an ongoing project to paint interior and exterior surfaces.

**CIP-FY26-SPS-5**

**Ceiling Tile Replacements**

**\$25,000.00**



This is an ongoing project to replace ceiling tiles in various schools.

Questions?

**Sudbury Public Schools  
School Committee Meeting  
FY26 Town Manager Capital Items**

**Presentation by**

**Sandra R. Duran, Combined Facility Director**

**October 7, 2024**



# FY26 Capital Improvement Project Submissions (CIPS)

Capital Improvement Project Submission Number and Project Name	Amount Requested
CIP-FY26-SPS 1 Carpet Replacement	\$77,000.00
CIP-FY26-SPS 2 VCT Replacement	\$750,000.00
CIP-FY26-SPS 3 Bathroom Partitions & Replacements	\$58,000.00
CIP-FY26-SPS 4 Painting	\$50,000.00
CIP-FY26-SPS 5 Ceiling Tile Replacements	\$25,000.00
CIP-FY26-SPS 6 Haynes Roof Schematic Design Fees	\$100,000.00
CIP-FY26-SPS 7 Haynes Roof Replacement and Construction Oversight	\$3,335,000.00
CIP-FY26-SPS 8 General John Nixon Elementary Roof Replacement & Construction Oversight Fees	\$2,600,000.00
CIP-FY26-SPS 9 Curtis Exterior Cameras	\$45,000.00
CIP-FY26-SPS 10 HVAC Capital Improvement Design Fee	\$152,000.00
* CIP-FY26-SPS 11 Fire Alarm , Emergency Lighting and BDA Systems (costs to be adjusted by SC Mtg)	\$48,000.00
CIP-FY26-SPS 12 Entrance Mat Retrofit	\$80,000.00
<b>Total Funds Requested</b>	<b>\$7,320,000.00</b>
<i>*cost to be updated on 10/7</i>	

# FY26 CIP-FY26-SPS 6 Haynes Roof Schematic Design Fees - \$100,000.00



August 20, 2024 MSBA Site Visit

Design Services	
Schematic Design	\$93,600.00
Construction Documents	\$72,000.00
Procurement	\$12,000.00
Construction Administration/Closed	\$62,400.00
<i>Subtotal</i>	<i>\$240,000.00</i>
1 year exallation (3%)	<u>\$7,200.00</u>
<i>Total</i>	<i>\$247,200.00</i>



# FY26 CIP-FY26-SPS 7 Haynes Roof Replacement - \$3,335,000.00



<b>Design Services 2024 cost</b>	
Schematic Design	\$93,600.00
Construction Documents	\$72,000.00
Procurement	\$12,000.00
Construction Administration/Closed	\$62,400.00
<i>Subtotal</i>	<i>\$240,000.00</i>
1 year escalation (3%)	<u>\$7,200.00</u>
<i>Total</i>	<i>\$247,200.00</i>
<b>Roof Replacement 2024 cost</b>	\$2,995,100.00
1st year escalation (3%)	\$89,853.00
Subtotal	\$3,084,953.00
2nd year escalation (3%)	<u>\$92,548.59</u>
<i>Total Projected Roof Replacment</i>	<i>\$3,177,501.59</i>
<b>Total Project Cost</b>	<b>\$3,424,701.59</b>
less schematic design	\$3,331,101.59
<b>Total CIPS Request</b>	<b>\$3,335,000.00</b>

# FY26 CIP-FY26-SPS 8 Nixon Roof Replacement - \$2,600,000.00



<b>Roof Replacement 2024 cost</b>	\$2,450,000.00
1st year escalation (3%)	\$73,500.00
Subtotal	\$2,523,500.00
2nd year escalation (3%)	<u>\$75,705.00</u>
<i>Total Projected Roof Replacment</i>	\$2,599,205.00
<b>Total Projected Roof Replacement Cost</b>	<b>\$2,599,205.00</b>
plus Design Services (FY23 Article 11)	\$248,000.00
<b>Total Project Cost</b>	<b>\$2,847,205.00</b>
<b>Total CIPS Request</b>	<b>\$2,600,000.00</b>



June 2013  
Roof area (white) replaced with new  
PVC single-ply roof system

July 2015  
Front entrance shingle area  
removed and replaced with new  
shingles

October 2023  
TMWA 11 Request to replace  
remaining EPDM Roof areas















## **FY26 CIP-FY26-SPS 9 Curtis Exterior Surveillance Camera Replacements - \$45,000.00**

- Decommissioning and replacement of existing exterior cameras, switches and required licensing.
- Optimize camera view field to help provide safety of the buildings and for students and staff.

# FY26 CIP-FY26-SPS 10 HVAC Capital Improvement Engineering Study - \$152,000.00

## **Rationale:**

- The Alpha Facilities Spreadsheet is a great tool from 10,000 feet up to identify items requiring attention.
- Unfortunately the new Stretch Code adapted by Sudbury does not allow such simple one-to-one replacement.
- Also it assumes that the system was designed properly to begin with.... Any pre-existing conditions would remain unresolved.

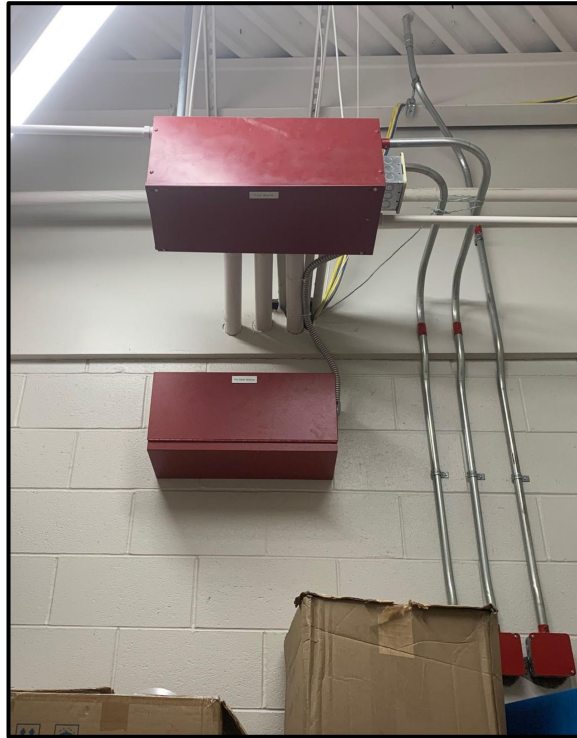
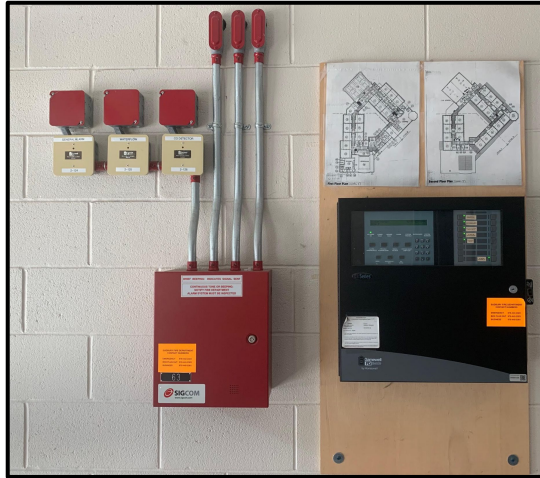
## *Next level should be an engineering study:*

- Engineer to review all HVAC plans.
- Engineer to review list of current complaints.
- List replacement requirement as per New Stretch Code.
- Analyze the complaints and apply to the new equipment selection (not the distribution system).
- Identify potential alternative selections for electrification/ sustainability, and include as alternate.
- Required trades would be mechanical engineer, electrical engineer, and cost estimator. Structural requirement would be carried as an allowance.
- The study will include:
  - Existing conditions summary.
  - Conceptual Stretch Code compliant equipment selections.
  - Conceptual Sustainable/ electrification equipment selections.
  - Conceptual cost estimate.
  - Engineering fee budget.

## FY26 CIP-FY26-SPS 10 HVAC Capital Improvement Engineering Study - \$152,000.00

<b>Engineering Study Services 2024 cost</b>	
Electrical Engineering Consultant	\$4,500.00
Cost Estimating Consultant	\$16,200.00
Consultant Subtotal	\$20,700.00
10% markup on consultants	\$2,070.00
Project Management & Oversight	\$6,700.00
<b><i>Total Fee Per School</i></b>	<b><i>\$29,470.00</i></b>
Multiplied by 5 Schools	\$147,350.00
Escalation (3%)	\$4,420.50
<i>Total Engineering Study Cost</i>	<i>\$151,770.50</i>
<b><i>Total CIPS Request</i></b>	<b><i>\$152,000.00</i></b>

# FY26 CIP-FY26-SPS 11 Fire Alarm, Emergency Lighting Design Fees - TBD

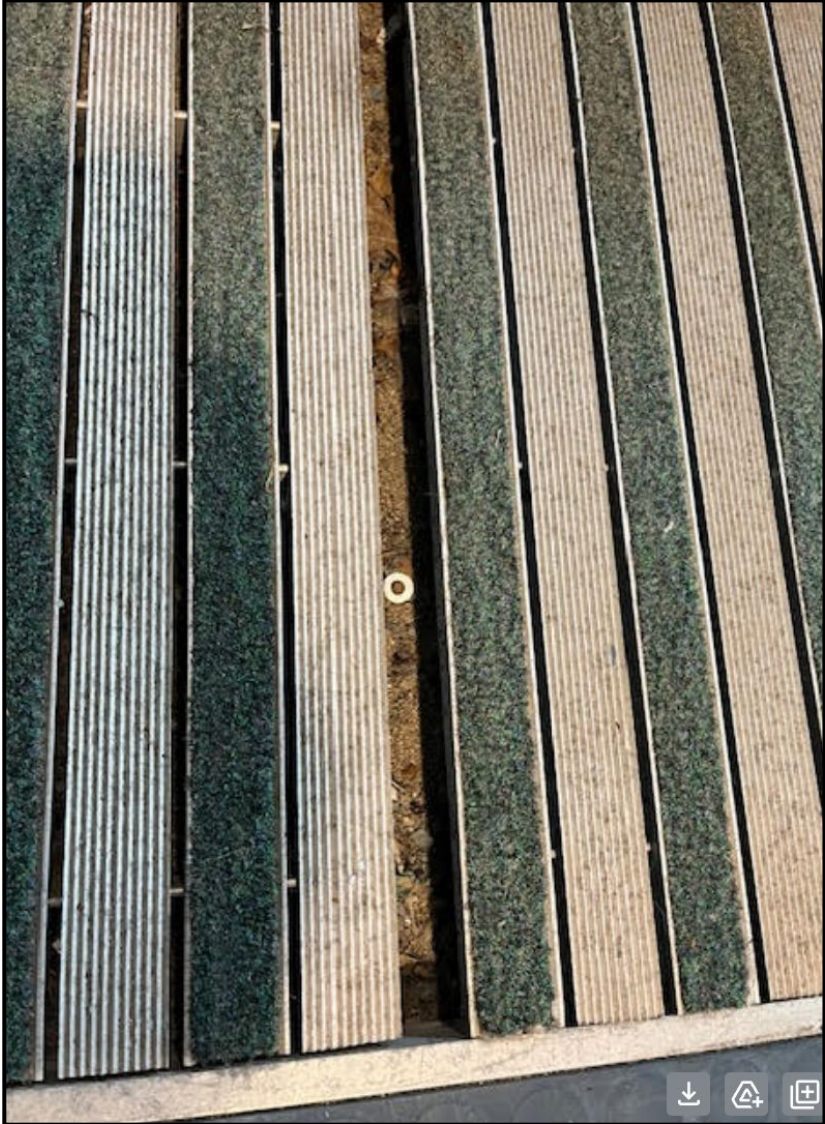


Fire Alarm, Emergency Lighting and BiDirectional Amplification System - All Schools			
	Fire Alarm	Emergency Lighting	BDA System
Curtis	\$16,000.00	TBD	TBD
Haynes	\$16,000.00	TBD	TBD
Loring	\$16,000.00	TBD	TBD
Nixon	\$0.00	TBD	TBD
Noyes	\$0.00	TBD	TBD
<i>Subtotals</i>			
<b><i>Total CIPS Request</i></b>			

## **FY26 CIP-FY26-SPS 11 Fire Alarm, Emergency Lighting Design Fees**

- Documentation of the existing fire alarm systems currently installed throughout the middle and elementary schools.
- Design of the proposed voice activated addressable fire alarm system throughout the existing schools.
- Complete Fire Alarm system design throughout the buildings to meet the requirements of NFPA 72 – 2013, IBC-2015 International Building Code, 527CMR Massachusetts State Building Code, Life Safety 101.
- Preparation of Schematic Design Documents consisting of Fire Alarm Drawings and related specification for the proposed systems to allow for contractor bidding and related installation.
- Stamped drawings, Construction Control Affidavit and Fire Alarm Narrative.
- Coordination during design and construction with the Owner, to design and implement the necessary support of the above referenced systems.
- Coordination during design with the Town of Sudbury Fire Department to ensure that their requirements are met prior to contractor pricing.
- Construction support services consisting of contractor question resolution during the pricing stage.

# FY26 CIP-FY26-SPS 12 Entrance Mat Retrofit – Existing Conditions



# FY26 CIP-FY26-SPS 12 All Schools Entrance Mat Retrofit - \$80,000.00



School	Number of Door Openings	Grid Track Mat performed for Drainage
Curtis	4	\$27,258.00
Haynes	4	\$10,500.00
Loring	4	\$17,418.00
Noyes	8	\$24,583.75
<b>Totals</b>	<b>20</b>	<b>\$79,759.75</b>
<b>Total CIPS Request</b>		<b>\$80,000.00</b>



Thank you for your attention.

Questions?

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: CIP\_FY26\_SPS-6 Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: Haynes Roof Schematic Design Fees  
 Category: Urgency of Maintenance Needs  
 Department / Committee: \_\_\_\_\_ Contact: Sandra R. Duran, Combined Facility Director

**Justification Code:**

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New [ ] Resubmission [ ] Recurring [ ]  
 Rehabilitation [X]

Year of Initial Request: \_\_\_\_\_

Description & Justification / Need: Legal compliance \_\_\_\_\_ [ ] Supports Community Plan \_\_\_\_\_ [ ]  
 Safety compliance \_\_\_\_\_ [ ] Other \_Deferred Maintenance [X]

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Permanent Building Committee for schematic design for the replacement of the roof at the Josiah Haynes Elementary School located at 169 Haynes Road, Sudbury, MA, including the payment of all costs incidental or related thereto, which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program and for which Town may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), with the Town acknowledging that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; or act on anything relative thereto.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations..

Providing a weathertight facility will comply with the MA sanitary code.  
**Anticipated Staffing Changes:**

*Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?*

There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

The roof on the Haynes Elementary School building is 26 years old and the District intent is to apply for State funding to offset total project costs of replacing the roof. The intent of this article is to fund a schematic design required by the Massachusetts School Building Authority ("MSBA") in order to qualify for MSBA grant program project reimbursements under the MSBA Accelerated Repair Program ("ARP"). Included in the MSBA grant program process, Sudbury Public Schools must submit a Statement of Interest ("SOI") in January/February 2024. In accordance with the MSBA process, an SOI should only be filed for a facility where a district has the ability to fund a schematic design within two months of invitation and a total project budget within 12 months of invitation should the district be selected in the MSBA Accelerated Repair Program. The current project estimate for replacing the roof at the Haynes Elementary School totals \$XXXXXX. While the MSBA grant program reimbursement rate is adjusted for a number of factors, the statutory formula starts all districts at a Bases Rate of 31% reimbursement.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

The cameras will cease to function.

**Alternatives Considered and Reasons for Non-selection:** Typical Replacement Lifecycle / Service Life: 10

(why something else wasn't chosen)

**Also, re-utilization plan of current assets, if available:** *(trade-in, passed on to another Dept, sell)*

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

*Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).*

Costs to repair the failing roof system will cease to exist.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$0	\$0				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Amounts Approved or Received	
Grant Amount Approved/Rvc'd	\$0
CPA Amount Approved/Rvc'd	\$0
<b>Net of CPA and Grants</b>	<b>\$0</b>

Operating Budget Impact Include additional personnel costs, if applicable.	
During Project	\$0
Post-Project Annual	\$0
Post-Project One-time	\$0

**Funding Source(s) For Finance Use Only**

Tax Levy  
 Dedicated Revenue Source  
 Enterprise Retained Earnings  
 Capital Stabilization  
 Free Cash  
 Revolving Fund  
 Debt In-levy  
 Debt, Capital Exclusion  
 Dedicated Stab/New Growth  
 CPA  
 Grant(s) \_\_\_\_\_  
 Other \_\_\_\_\_

**CPA Purpose(s)**  
 Check all that apply

Open Space  
 Recreation  
 Historical  
 Housing

Estimated Total Project Cost: \_\_\_\_\_ Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**  
*List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.*

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: CIP\_FY26\_SPS-7 Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: Josiah Haynes Elementary Roof Replacement and Construction Oversight Fees  
 Category: Urgency of Maintenance Needs  
 Department / Committee: \_\_\_\_\_ Contact: Sandra R. Duran, Combined Facility Director

**Justification Code:**

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New [ ] Resubmission [ ] Recurring [ ]  
 Rehabilitation [X]

Year of Initial Request: \_\_\_\_\_

Legal compliance \_\_\_\_\_ [ ] Supports Community Plan \_\_\_\_\_ [ ]  
 Description & Justification / Need: Safety compliance \_\_\_\_\_ [ ] Other \_Deferred Maintenance [X]

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Permanent Building Committee for the replacement of the roof and construction oversight services at the Josiah Haynes Elementary School located at 169 Haynes Road, Sudbury, MA, including the payment of all costs incidental or related thereto, which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program and for which Town may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), with the Town acknowledging that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; or act on anything relative thereto.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations...

Providing a weathertight facility will comply with the MA sanitary code.  
**Anticipated Staffing Changes:**

*Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?*

There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

The roof on the Josiah Haynes Elementary School building is 26 years old and the District intent is to apply for State funding to offset total project costs of replacing the roof. The intent of this article is to fund a schematic design required by the Massachusetts School Building Authority ("MSBA") in order to qualify for MSBA grant program project reimbursements under the MSBA Accelerated Repair Program ("ARP"). Included in the MSBA grant program process, Sudbury Public Schools must submit a Statement of Interest ("SOI") in January/February 2024. In accordance with the MSBA process, an SOI should only be filed for a facility where a district has the ability to fund a schematic design within two months of invitation and a total project budget within 12 months of invitation should the district be selected in the MSBA Accelerated Repair Program. The project estimate for replacing the roof including construction oversight at the Josiah Haynes Elementary School totals \$3,335,000.00. While the MSBA grant program reimbursement rate is adjusted for a number of factors, the statutory formula starts all districts at a Bases Rate of 31% reimbursement.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

The cameras will cease to function.

**Alternatives Considered and Reasons for Non-selection:** Typical Replacement Lifecycle / Service Life: 25

(why something else wasn't chosen)

**Also, re-utilization plan of current assets, if available:** (trade-in, passed on to another Dept, sell)

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

*Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).*

Costs to repair the failing roof system will cease to exist.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$3,335,000	\$3,335,000				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$3,335,000</b>	<b>\$3,335,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Amounts Approved or Received**

Grant Amount Approved/Rvc'd	\$0					
CPA Amount Approved/Rvc'd	\$0					
<b>Net of CPA and Grants</b>	<b>\$3,335,000</b>	<b>\$3,335,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Operating Budget Impact Include additional personnel costs, if applicable.**

During Project	\$0					
Post-Project Annual	\$0					
Post-Project One-time	\$0					

**Funding Source(s) For Finance Use Only**

Tax Levy  
 Dedicated Revenue Source  
 Enterprise Retained Earnings  
 Capital Stabilization  
 Free Cash  
 Revolving Fund  
 Debt In-levy  
 Debt, Capital Exclusion  
 Dedicated Stab/New Growth  
 CPA  
 Grant(s) \_\_\_\_\_  
 Other \_\_\_\_\_

**CPA Purpose(s)**  
 Check all that apply

Open Space  
 Recreation  
 Historical  
 Housing

Estimated Total Project Cost: \$3,424,702 Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**

List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: CIP\_FY26\_SPS-8 Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: General John Nixon Elementary Roof Replacement and Construction Oversight Fees  
 Category: Urgency of Maintenance Needs  
 Department / Committee: \_\_\_\_\_ Contact: Sandra R. Duran, Combined Facility Director

**Justification Code:**

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New [ ] Resubmission [ ] Recurring [ ]  
 Rehabilitation [X]

Year of Initial Request: \_\_\_\_\_

Legal compliance \_\_\_\_\_ [ ] Supports Community Plan \_\_\_\_\_ [ ]  
 Description & Justification / Need: Safety compliance \_\_\_\_\_ [ ] Other \_Deferred Maintenance [X]

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Permanent Building Committee for the replacement of the roof and construction oversight services at the General John Nixon Elementary School located at 472 Concord Road, Sudbury, MA, including the payment of all costs incidental or related thereto, which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program and for which Town may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), with the Town acknowledging that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; or act on anything relative thereto.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations...

Providing a weathertight facility will comply with the MA sanitary code.  
**Anticipated Staffing Changes:**

Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?

There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

The roof on the General John Nixon Elementary School building is 30 years old and the District intent is to apply for State funding to offset total project costs of replacing the roof. The intent of this article is to fund a schematic design required by the Massachusetts School Building Authority ("MSBA") in order to qualify for MSBA grant program project reimbursements under the MSBA Accelerated Repair Program ("ARP"). Included in the MSBA grant program process, Sudbury Public Schools must submit a Statement of Interest ("SOI") in January/February 2024. In accordance with the MSBA process, an SOI should only be filed for a facility where a district has the ability to fund a schematic design within two months of invitation and a total project budget within 12 months of invitation should the district be selected in the MSBA Accelerated Repair Program. The current project estimate for replacing the roof including construction oversight at the General John Nixon Elementary School totals \$2,722,500.00. While the MSBA grant program reimbursement rate is adjusted for a number of factors, the statutory formula starts all districts at a Bases Rate of 31% reimbursement.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

The cameras will cease to function.

**Alternatives Considered and Reasons for Non-selection:** Typical Replacement Lifecycle / Service Life: 25

(why something else wasn't chosen)

Also, re-utilization plan of current assets, if available: (trade-in, passed on to another Dept, sell)

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).

Costs to repair the failing roof system will cease to exist.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year					Funding Source(s) For Finance Use Only
		FY2026	FY2027	FY2028	FY2029	FY2030	
Study/Design	\$0						Tax Levy
Land Acquisition	\$0						Dedicated Revenue Source
Construction	\$2,722,500	\$2,722,500					Enterprise Retained Earnings
Equipment/Furnishings	\$0						Capital Stabilization
Contingency	\$0						Free Cash
Other (legal fees)	\$0						Revolving Fund
<b>TOTAL</b>	<b>\$2,722,500</b>	<b>\$2,722,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	Debt In-levy
<b>Amounts Approved or Received</b>							
Grant Amount Approved/Rvc'd	\$0						Debt, Capital Exclusion
CPA Amount Approved/Rvc'd	\$0						Dedicated Stab/New Growth
<b>Net of CPA and Grants</b>	<b>\$2,722,500</b>	<b>\$2,722,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	CPA
<b>Operating Budget Impact Include additional personnel costs, if applicable.</b>							
During Project	\$0						Grant(s) _____
Post-Project Annual	\$0						Other _____
Post-Project One-time	\$0						<b>CPA Purpose(s)</b>
<b>Check all that apply</b>							
<input type="checkbox"/> Open Space							
<input type="checkbox"/> Recreation							
<input type="checkbox"/> Historical							
<input type="checkbox"/> Housing							

Estimated Total Project Cost: \$2,929,530 Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**

List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: **CIP\_FY26\_SPS-9** Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: **Curtis Exterior Surveillance Camera Replacement**

Category: **Urgency of Maintenance Needs**

Department / Committee: \_\_\_\_\_ Contact: **Sandra R. Duran, Combined Facility Director**

**Justification Code:**

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New  Resubmission  Recurring   
 Rehabilitation

Year of Initial Request: \_\_\_\_\_

Legal compliance \_\_\_\_\_  Supports Community Plan \_\_\_\_\_   
 Safety compliance \_\_\_\_\_  Other \_Deferred Maintenance

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

Decommissioning and replacement of existing exterior surveillance cameras, switches, required licensing, and any necessary supporting hardware at the Curtis Middle School. This system and cameras are over 10 years old and are at the end of their useful life.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations...

Security and Safety general practices.  
**Anticipated Staffing Changes:**

*Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?*

There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

Fully functioning exterior cameras will improve the safety of the buildings for students and staff and limit the risk of damage and loss by reducing the potential for vandalism and assisting in investigations.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

The cameras will cease to function.

**Alternatives Considered and Reasons for Non-selection:** Typical Replacement Lifecycle / Service Life: 10

*(why something else wasn't chosen)*

**Also, re-utilization plan of current assets, if available:** *(trade-in, passed on to another Dept, sell)*

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

*Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).*

There are no long term operational budget impacts expected.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$45,000	\$45,000				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Amounts Approved or Received**

Grant Amount Approved/Rvc'd	\$0					
CPA Amount Approved/Rvc'd	\$0					
<b>Net of CPA and Grants</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Funding Source(s) For Finance Use Only**

Tax Levy

Dedicated Revenue Source

Enterprise Retained Earnings

Capital Stabilization

Free Cash

Revolving Fund

Debt In-levy

Debt, Capital Exclusion

Dedicated Stab/New Growth

CPA

Grant(s) \_\_\_\_\_

Other \_\_\_\_\_

**Operating Budget Impact Include additional personnel costs, if applicable.**

During Project	\$0					
Post-Project Annual	\$0					
Post-Project One-time	\$0					

**CPA Purpose(s)**

Check all that apply

Open Space

Recreation

Historical

Housing

Estimated Total Project Cost: \_\_\_\_\_ Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**

*List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.*

**Capital Improvement Program** Date submitted: \_\_\_\_\_ Date of Last Edit: \_\_\_\_\_

Project Number: CIP\_FY26\_SPS-10 Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)  
 Project Title: HVAC Capital Improvement Engineering Study  
 Category: Urgency of Maintenance Needs  
 Department / Committee: \_\_\_\_\_ Contact: Sandra R. Duran, Combined Facility Director

**Justification Code:**  
 A-Essential  
 B-Asset Maintenance  
 C-Enhancement

Project Type is: New  Resubmission  Recurring   
 Rehabilitation   
 Year of Initial Request: \_\_\_\_\_

Description & Justification / Need: Legal compliance \_\_\_\_\_ [ ] Supports Community Plan \_\_\_\_\_ [ ]  
 Safety compliance \_\_\_\_\_ [ ] Other \_Deferred Maintenance

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.  
**Rationale:** The Alpha Facilities Spreadsheet is a great tool from 10,000 feet up to identify items requiring attention. Unfortunately the new Stretch Code adapted by Sudbury does not allow such simple one-to-one replacement. Also it assumes that the system was designed properly to begin with... Any pre-existing conditions would remain unresolved.  
 Next level should be an engineering study which would consist of: Engineer to review all HVAC plans; Engineer to review list of current complaints; List replacement requirement as per New Stretch Code; Analyze the complaints and apply to the new equipment selection (not the distribution system); Identify potential alternative selections for electrification/ sustainability, and include as alternate; Required trades would be mechanical engineer, electrical engineer, and cost estimator. Structural requirement would be carried as an allowance; The study will include: Existing conditions summary, Conceptual Stretch Code compliant equipment selections, Conceptual Sustainable/ electrification equipment selections, Conceptual cost estimate, Engineering fee budget.  
Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations...  
 Compliance with stretch energy code will be an intention of this study.

**Anticipated Staffing Changes:**  
 Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?  
 There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**  
 Highlight project benefits, including efficiencies created, service enhancements, and cost savings.  
 This study would prepare the Town for further designs efforts that are focused on long term capital improvements that are focused on energy management, decrease in our carbon footprint and overall Town sustainability goals as per the Climate Emergency Town Warrant Article and Town Climate Action Mobilization Plan.  
 Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:  
 Continued deferrment and repair approaches to equipment and systems that are end of their life cycle will eventually lead to full failure of the equipment without replacement designs, cost estimates and potentially appropriate funding to solve an emergency condition vs. a planned one.

**Alternatives Considered and Reasons for Non-selection:** \_\_\_\_\_ Typical Replacement Lifecycle / Service Life: 10  
 (why something else wasn't chosen)  
 Also, re-utilization plan of current assets, if available: (trade-in, passed on to another Dept, sell)  
 Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**  
 Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).  
 There are no long term operational budget impacts expected.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year					Funding Source(s) For Finance Use Only
		FY2026	FY2027	FY2028	FY2029	FY2030	
Study/Design	\$152,000	\$152,000					Tax Levy
Land Acquisition	\$0						Dedicated Revenue Source
Construction	\$0	\$0					Enterprise Retained Earnings
Equipment/Furnishings	\$0						Capital Stabilization
Contingency	\$0						Free Cash
Other (legal fees)	\$0						Revolving Fund
<b>TOTAL</b>	<b>\$152,000</b>	<b>\$152,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	Debt In-levy
<b>Amounts Approved or Received</b>							
Grant Amount Approved/Rvc'd	\$0						Debt, Capital Exclusion
CPA Amount Approved/Rvc'd	\$0						Dedicated Stab/New Growth
<b>Net of CPA and Grants</b>	<b>\$152,000</b>	<b>\$152,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	CPA
<b>Operating Budget Impact Include additional personnel costs, if applicable.</b>							
During Project	\$0						Grant(s) _____
Post-Project Annual	\$0						Other _____
Post-Project One-time	\$0						<b>CPA Purpose(s)</b>
<b>Check all that apply</b>							
<input type="checkbox"/> Open Space							
<input type="checkbox"/> Recreation							
<input type="checkbox"/> Historical							
<input type="checkbox"/> Housing							

Estimated Total Project Cost: \$152,000 Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**  
 List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.  
 All Schools.

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: **CIP\_FY26\_SPS-11** Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: **Fire Alarm, Emergency Lighting and BDA Systems Design Fees**

Category: **Urgency of Maintenance Needs**

Department / Committee: \_\_\_\_\_ Contact: **Sandra R. Duran, Combined Facility Director**

Justification Code:

- A-Essential
- B-Asset Maintenance
- C-Enhancement

Project Type is: New [ ] Resubmission [ ] Recurring [ ]  
Rehabilitation [X]

Year of Initial Request: \_\_\_\_\_

Legal compliance \_\_\_\_\_ [ ] Safety compliance \_\_\_\_\_ [ ]  
Supports Community Plan \_\_\_\_\_ [ ] Other \_Deferred Maintenance [X]

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.  
For the Curtis, Haynes and Loring Schools, the fire alarm and emergency design project will consist of: documentation of the existing fire alarm systems currently installed throughout the middle and elementary schools; design of the proposed voice activated addressable fire alarm system throughout the existing schools; complete Fire Alarm system design throughout the buildings to meet the requirements of NFPA 72 – 2013, IBC-2015 International Building Code, 527CMR Massachusetts State Building Code, Life Safety 101.; preparation of Schematic Design Documents consisting of Fire Alarm Drawings and related specification for the proposed systems to allow for contractor bidding and related installation; cost estimating of each system, Stamped drawings, Construction Control Affidavit and Fire Alarm Narrative; Coordination during design and construction with the Owner, to design and implement the necessary support of the above referenced systems; Coordination during design with the Town of Sudbury Fire Department to ensure that their requirements are met prior to contractor pricing; Construction support services consisting of contractor question resolution during the pricing stage. For all schools: design and cost estimating of a bi-directional amplification system for police and fire use during an emergency. Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations... This project will comply with required codes as stated in description.

**Anticipated Staffing Changes:**  
*Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?*  
There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**  
Highlight project benefits, including efficiencies created, service enhancements, and cost savings.  
Installing bidirectional systems in all schools will greatly enhance the communications of the police and fire department during an emergency.  
Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:  
The fire alarm and emergency lighting systems at Curtis, Haynes and Loring have been identified as end of life in the current draft facility condition assessment report. Continued deferance of the design and replacement of these systems could result in failure of the systems.

**Alternatives Considered and Reasons for Non-selection:** \_\_\_\_\_  
*(why something else wasn't chosen)*  
**Typical Replacement Lifecycle / Service Life:** 10  
**Also, re-utilization plan of current assets, if available:** *(trade-in, passed on to another Dept, sell)*  
Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**  
*Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).*  
There are no long term operational budget impacts expected.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$0	\$0				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

- Funding Source(s) For Finance Use Only**
- Tax Levy
  - Dedicated Revenue Source
  - Enterprise Retained Earnings
  - Capital Stabilization
  - Free Cash
  - Revolving Fund
  - Debt In-levy
  - Debt, Capital Exclusion
  - Dedicated Stab/New Growth
  - CPA
  - Grant(s) \_\_\_\_\_
  - Other \_\_\_\_\_

**Amounts Approved or Received**

Grant Amount Approved/Rvc'd	\$0					
CPA Amount Approved/Rvc'd	\$0					
<b>Net of CPA and Grants</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

- CPA Purpose(s)**  
Check all that apply
- Open Space
  - Recreation
  - Historical
  - Housing

**Operating Budget Impact** Include additional personnel costs, if applicable.

During Project	\$0					
Post-Project Annual	\$0					
Post-Project One-time	\$0					

Estimated Total Project Cost: \_\_\_\_\_ Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**  
*List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.*

**Capital Improvement Program**

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

Date of Last Edit: \_\_\_\_\_

Project Number: **CIP\_FY26\_SPS-12** Example: CIP\_FY26\_FAC-1 (includes Dept priority on the end, budget-level)

Project Title: **Entrance Mat Retrofit - Curtis, Haynes, Loring and Noyes**

Category: **Urgency of Maintenance Needs**

Department / Committee: \_\_\_\_\_ Contact: **Sandra R. Duran, Combined Facility Director**

**Justification Code:**

A-Essential

B-Asset Maintenance

C-Enhancement

Project Type is: New  Resubmission  Recurring   
 Rehabilitation

Year of Initial Request: \_\_\_\_\_

Description & Justification / Need: Legal compliance \_\_\_\_\_  Supports Community Plan \_\_\_\_\_   
 Safety compliance \_\_\_\_\_  Other \_Deferred Maintenance

Provide project description, including an overview of its timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.

The existing aluminum track mats are original to the buildings, broken and cause a tripping hazard. The project will remove and dispose of the existing aluminum track mats, fill the recessed well area with multiple layers as required of foam rubber matting and finished with a grid track matting.

Provide project compliance factors and references requiring the project or components thereof: ADA compliance, MGL requirement, health regulations...

This retrofit will correct a current safety hazard.  
**Anticipated Staffing Changes:**

Highlight project staffing changes that would be driven by this project. Is this a short- or long-term impact? Will this be an adjustment that is funded by the project cost or independent of that cost?

There is no increase in staffing expected with this funding request.

**Benefits of Project and Impact if Not Completed:**

Highlight project benefits, including efficiencies created, service enhancements, and cost savings.

Also describe any short- and long- term consequences of not funding the project. Impact of delayed implementation:

The current aluminum track mats are well beyond their useful life. Continued use of them increases the chances of injury due to failed aluminum parts.

**Alternatives Considered and Reasons for Non-selection:** Typical Replacement Lifecycle / Service Life: 10

(why something else wasn't chosen)

Also, re-utilization plan of current assets, if available: (trade-in, passed on to another Dept, sell)

Insurance requirement: Yes / No

**Discuss Operating Budget Impact:**

Explain the project's short- and long-term impacts on the department's operating budget - this is not the cost of the project but ongoing cost for maintenance, operation that will need to come from your operational budget in the future (oil changes, filters, fuel, maintenance contracts etc...).

There are no long term operational budget impacts expected.

**Recommended Financing**

Funding Category	Five-Year Total (formulas present)	Estimated Project Costs by Fiscal Year				
		FY2026	FY2027	FY2028	FY2029	FY2030
Study/Design	\$0					
Land Acquisition	\$0					
Construction	\$0	\$0				
Equipment/Furnishings	\$0					
Contingency	\$0					
Other (legal fees)	\$0					
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Amounts Approved or Received**

Grant Amount Approved/Rvc'd	\$0					
CPA Amount Approved/Rvc'd	\$0					
<b>Net of CPA and Grants</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Operating Budget Impact** Include additional personnel costs, if applicable.

During Project	\$0					
Post-Project Annual	\$0					
Post-Project One-time	\$0					

**Funding Source(s) For Finance Use Only**

Tax Levy

Dedicated Revenue Source

Enterprise Retained Earnings

Capital Stabilization

Free Cash

Revolving Fund

Debt In-levy

Debt, Capital Exclusion

Dedicated Stab/New Growth

CPA

Grant(s) \_\_\_\_\_

Other \_\_\_\_\_

**CPA Purpose(s)**

Check all that apply

Open Space

Recreation

Historical

Housing

Estimated Total Project Cost: \_\_\_\_\_ Estimated Future Savings: \_\_\_\_\_ Estimated Incremental Cost: \_\_\_\_\_

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):**

List titles/locations of documents, insert relevant photos, identify other items as applicable to the project that is not list otherwise on this form.



**Sudbury Public Schools  
School Committee Meeting**

**Date: October 7, 2024**

**Agenda Item: 4b**

**Fee Approval for Unified Games**

**Recommendation:**

**Add a Unified Games fee of \$65 to the School Committee fee list.**

**Background  
Information:**

**Last school year, we ran a pilot Unified Games for basketball. The pilot was very successful with 18 students participating. In order to continue to participate in the program and move to a more sustainable model, a \$65 participation fee is recommended. The \$65 fee is based on the District's current fee structure and prorated for the length of the program.**

**Attachments:**

**Action: XX Report: Discussion: XX**

**Sudbury Public Schools  
School Committee Meeting**

**Date: October 7, 2024**

**Agenda Item: 4c**

**Approval of Grant for Grading for Equity Facilitation**

**Recommendation:**

**Move to approve a grant for the project Facilitation and Consultation Support for Grading for Equity for Ephraim Curtis Middle School in the amount of \$5,000.00 awarded to Sudbury Public Schools by the Sudbury Foundation.**

**Background  
Information:**

**Attachments:**

**Sudbury Foundation Grant Award Status**

**Action: XX Report: Discussion: XX**



Julie Williams <julie\_williams@sudbury.k12.ma.us>

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## [cabinet] Fwd: Sudbury Foundation Grant Award Status

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Leslie Smart <leslie\_smart@sudbury.k12.ma.us>  
To: Julie Williams <julie\_williams@sudbury.k12.ma.us>

Thu, Sep 26, 2024 at 2:00 PM

Hi Julie,

We were awarded the grant that I was able to submit during the summer with your help! Brad told me to send this info to you, so we can get it on the School Committee agenda to accept. Thank you so much.

Leslie

----- Forwarded message -----

From: **The Sudbury Foundation** <administrator@grantinterface.com>  
Date: Mon, Sep 23, 2024 at 12:57 PM  
Subject: Sudbury Foundation Grant Award Status  
To: <leslie\_smart@sudbury.k12.ma.us>  
Cc: <brunner@sudburyfoundation.org>

Dear Leslie,

Congratulations! I am delighted to inform you that the Sudbury Foundation has awarded Sudbury Public Schools a \$5,000.00 grant for the project Facilitation and Consultation Support for Grading for Equity for Ephraim Curtis Middle School.

Please log in to Sudbury Foundation's online grant system to review and complete the agreement as part of your grant requirements.

Follow these steps to complete the contract:

1. Logon with your username ([leslie\\_smart@sudbury.k12.ma.us](mailto:leslie_smart@sudbury.k12.ma.us)) and password.
2. Once logged in, you will be on the Applicant Dashboard.
3. Below your application, you will see that it reads Acknowledgement Form. Click on the Start button to the right of the form. Please complete and submit the form as soon as possible.

The check will be mailed directly from the Bank of America in a few weeks. Once you receive the check, please logon to our system and complete the Grant Check Receipt form found on your dashboard.

While we will not be asking for a formal grant report, we hope you will share the results of your efforts by completing the JEDI Grant Update which can be found on your dashboard.

Please contact us if you have any questions.

My best,



Sonia Shah  
Executive Director  
Sudbury Foundation  
[shah@sudburyfoundation.org](mailto:shah@sudburyfoundation.org)  
978-443-0849

**Sudbury Public Schools  
School Committee Meeting**

**Date: October 7, 2024**

**Agenda Item: 4d**

**Food Service and SED Contracts**

**Recommendation:**

**Approve the two one-year extensions for both vendor contracts.**

**Background  
Information:**

**Each vendor contract has two one-year options to extend the agreement. Without exercising an extension, both agreements would end June 30, 2025.**

**Attachments:**

**Sudbury-Whitsons FSMC Agreement SY 2022-23**

**SED Signed Contract\_021422**

**Action: XX Report: Discussion: XX**

## FOOD SERVICE AGREEMENT

THIS **FOOD SERVICE AGREEMENT** (“**Agreement**”) is made as of August 29, 2022, by and between the **SUDBURY PUBLIC SCHOOLS** (the “**School Food Authority**” or “**SFA**”), having a principal place of operations at 40 Fairbank Road, Sudbury, MA 01776-5606, and **WHITSONS NUTRITION, LLC** having a principal place of business at 1800 Motor Parkway, Islandia, New York (“**Whitsons**” or “**FSMC**”). The SFA and Whitsons are each referred to herein as a “**Party**” and, collectively, as the “**Parties**”.

### WITNESSETH:

WHEREAS, the SFA has advertised for and has solicited proposals pursuant to a Request for Proposal (“**RFP**”) for the purpose of managing and operating the SFA’s food service program for the SFA’s students, employees, visitors and guests at its premises located at all of the campuses within the jurisdiction of the SFA (each and collectively, the “**Facility**”); and

WHEREAS, Whitsons submitted a proposal (the “**Proposal**”) and was selected as the successful vendor in the RFP process; and

WHEREAS, the Parties agree that the terms and conditions under which Whitsons will provide such services shall be incorporated into this written Agreement;

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, Whitsons and the SFA agree as follows:

### SECTION 1. PURPOSE OF THE CONTRACT

1.1 Appointment of Whitsons. The SFA hereby retains Whitsons and grants to Whitsons the exclusive right to provide and manage the SFA’s Food Service Program, all as more fully described in Section 5 below.

1.2 General Purpose. Whitsons will be responsible for all of the SFA’s Food Service Program and will act in good faith and according to industry standards to prepare and serve wholesome and nutritious meals to the reasonable satisfaction of the SFA in accordance with the RFP and this Agreement. Whitsons shall comply with the applicable provisions of the National School Lunch Act as amended, the School Breakfast Program and the Department of Agriculture regulations and any requirements imposed by any applicable state agency.

1.3 Independent Contractor. Whitsons shall be an independent contractor and shall retain control over its employees and agents. No employee, agent or representative of Whitsons shall be entitled to receive any benefits of employment with the SFA, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. Whitsons shall be free to perform services for any other SFA, company or organization during the term of this Agreement; nothing herein, however, shall relieve Whitsons of its contractual obligations under the remainder of this Agreement.

1.4 Regulation and Access. The SFA may supervise and regulate Whitsons’ daily operation of the Food Service Program with respect to all matters (including working conditions for the Food Service Program employees and safety, sanitation, and maintenance of the Food Service Program

facilities). The SFA may make reasonable regulations with regard to all such matters, and shall give Whitsons written notice thereof.

1.5 Contract Documents. Whitsons shall perform the services and/or shall deliver the goods as set forth in the specifications in the solicitation documents. The provisions of the solicitation documents, including, without limitation, the RFP (including Instructions, Form for Proposal, General Conditions and Specifications, as applicable) and the Proposal, are incorporated herein by reference. In the event of a conflict between a provision of any of those documents and a provision of this Agreement, the following order of interpretation preference shall govern: (i) this Agreement, (ii) the RFP, (iii) the Proposal. To the extent any provision of this Agreement required by law is inconsistent with other, non-statutory sections in this Agreement, any statutorily-mandated provisions contained herein shall control.

## **SECTION 2. DEFINITIONS**

In addition to other capitalized terms defined elsewhere in this Agreement, the following terms shall be defined as set forth below:

2.1 Accounting Period: All accounting periods shall be based on actual calendar month.

2.2 Cash Equivalents: An amount equal to the Operating Expenses attributable to those special functions of SFA for which there are no cash receipts.

2.3 Charge: A fee established by Whitsons for goods or services provided by Whitsons.

2.4 Deficit: The excess of the total of Operating Expenses and Management & Administrative Fees over Net Sales.

2.5 Equivalency Factor: The amount of \$4.0575 used to determine the number of Meal Equivalents served by Whitsons. If this Agreement is renewed after the Initial Term and if the Equivalency Factor changes in any Renewal Term, Whitsons will receive an automatic adjustment to its Administrative Fee to equitably compensate Whitsons for the loss of Administrative Fee due to the change in the Equivalency Factor.

2.6 Food Service Program: The preparation, service and sale of food, beverages, and other related items at the Facility, and general operation of the food services at the Facility.

2.7 General Support Services Allowance: Allowance for overhead services provided by Whitsons for (i) the supervision of Whitsons employees by executives not assigned to the Food Service Program; and (ii) General support provided by Whitsons' accounting, tax, marketing, training, human resource, law and internal audit departments. The General Support Services Allowance is also referred to in this Agreement as the Administrative Fee.

2.8 Gross Hourly Wages: The total wages earned by an hourly employee (including overtime) without deducting taxes or other items.

2.9 Gross Management Salary: The total salary earned by a salaried employee, including bonuses, if any, without deducting taxes or any other items.

2.10 Gross Salaries and Wages: The total of Gross Management Salary and Gross Hourly Wages.

2.11 Gross Sales: All sales of food, beverages, and other related items in the Food Service Program, plus sales and use taxes and federal and state reimbursements.

2.12 Meal Equivalent: A meal provided by Whitsons determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals or Cash Equivalents, by the Equivalency Factor.

2.13 Net Sales: Gross Sales, less sales and use taxes.

2.14 Opening Expenses: All costs, charges and expenses relating to the opening of the Food Service Program including, but not limited to, pre-opening labor expenses, supervisory and training expenses including travel, meals, lodging expenses, charges for finance and operating manuals, advertising, forms, opening promotions and opening office supplies.

2.15 Operating Budget: The budget prepared by the FSMC and approved by the SFA for the operation of the Food Service Program during the applicable school year, which includes the Operating Expenses, the Management Fee and the Administrative Fee.

2.16 Operating Expenses: All costs, charges and expenses incurred in connection with the Food Service Program including, but not limited to, the following: (i) Goods, including food, beverages, merchandise and supplies, and the distribution of such goods; (ii) Labor, including Gross Salaries and Wages, taxes (e.g. FUTA, FICA, SUI, disability, worker's compensation, etc.), benefits, retirement plans and the cost of administering such plans and services; (iii) Other costs, charges and expenses related to the Food Service Program, including, but not limited to, Opening Expenses, medical benefits charges for workers' compensation, fingerprinting and background check expenses for employees assigned to the Facility, business insurance (e.g. comprehensive liability, property, umbrella, etc.) and other insurance (including performance bond) maintained pursuant to the Agreement; sales and use taxes; and costs of licenses, permits, overnight delivery, if necessary, Smallwares, minor equipment, repair and maintenance of equipment and other services related to the Food Service Program.

2.17 Pattern Meal: A meal eligible for government reimbursement.

2.18 Smallwares: Dishware, glassware, flatware, utensils and similar items used in connection with the Food Service Program.

2.19 Surplus: The excess of Net Sales over the total of Operating Expenses and Management & Administrative Fees.

### **SECTION 3. COMMENCEMENT & TERMINATION**

3.1 Commencement and Term. The term of this Agreement shall be for one (1) year beginning on July 1, 2022 and continuing until June 30, 2023 (the "**Initial Term**") unless terminated by either Party as hereinafter provided. The Parties may by mutual agreement renew this Agreement for up to four (4) successive one (1) year renewal periods (each a "Renewal Term and, collectively with the Initial Term, the "**Term**"). [7 CFR 210.16(d)] SFA will endeavor to give FSMC written

notice at least sixty (60) days prior to expiration of the Term of its intent to renew or not renew this Agreement for a Renewal Term. Any extension or renewal of this Agreement shall be contingent upon the fulfillment of all provisions relating to USDA donated foods in accordance with this Agreement.

3.2 Termination. Either party may terminate this Agreement with or without Cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. **[7 CFR 210.16(d); OMB Circular No. A-102, 7 CFR Part 3016.36(i)]**

3.3 Cause; Force Majeure. If either Party breaches any provision hereof ("Cause"), the non-breaching Party shall give the other Party written notice of such Cause and of its intention to terminate the Agreement as contemplated in section 3.2. If the Cause is remedied within sixty (60) days of receipt of notice, the notice shall be considered satisfied and withdrawn. If such Cause is not remedied within such 60-days' notice period, the Party giving notice shall have the right to terminate the Agreement at the expiration of such 60-day notice period. However, neither Party shall be responsible to the other for any losses or failure to perform its respective obligations under the Agreement (except for a payment obligation) when such failure is caused by conditions beyond the Party's reasonable control or other *force majeure* event, such as fire, explosion, water, act of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property of such causes.

3.4 Penalty Provision for Breach. If a Party has breached the terms of this Agreement, and the breaching Party has not cured the breach as set forth in Section 3.3, the Party affected by such breach may elect to pursue any and all available administrative, contract or legal remedy, or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$25.00 penalty; or (iii) for a third violation, a \$50.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, no matter the duration or numbers of personnel, equipment, students or meals involved. In the event the SFA is the breaching party, the aforesaid sanctions shall not be paid out of the non-profit food service account. **[7 CFR 210.16(b)b); 7 CFR Part 3016]**

## **SECTION 4. MANAGEMENT SERVICES & SPECIAL FUNCTIONS**

4.1 Management Services. Whitsons will provide all management, administrative and dietetic services required for the efficient supervision and operation of SFA's Food Service Program at all SFA locations set forth in the RFP. The resident food service director's salary (including bonus, if any) and fringe benefits will be a direct reimbursable cost of operation.

4.2 Special Functions. Whitsons will provide food services for administration and student related functions as reasonably requested by the SFA. Such requests must be received at least ten (10) days prior to the date of the function. All food and labor costs for these functions will be billed directly to the school organization involved, unless otherwise specified by the SFA, and shall not be supported by the nonprofit foodservice account funds. Labor costs billed for these special functions shall not be double billed to the Food Service Program. Any special arrangements regarding other costs which might be incurred at these functions may be negotiated between Whitsons and the organization. The Parties understand and agree that the Charges for these special functions shall be separate and apart from the Management Fee, Administrative Fee and other costs of operating the Food Service Program.



## SECTION 5. FOOD SERVICE; FSMC RESPONSIBILITIES

5.1 Meal Program. Whitsons shall provide nutritional breakfasts (if applicable), lunches, milk service (if applicable) and à la carte items at all SFA locations set forth in the RFP in accordance with the following terms and conditions: (i) Food shall be prepared in the SFA's food service facilities for service at the Premises; (ii) Prices to be charged for meals during the Term shall be approved by the SFA; (iii) Prices for à la carte items, faculty and staff meals, snack foods and beverages shall be approved by the SFA; (iv) All free and reduced price lunches and all ticketed lunches shall be administered by Whitsons on behalf of the SFA. In order to offer à la carte food service, Whitsons shall also offer free, reduced price and paid reimbursable meals to all eligible children. **[7 CFR § 210.16(a)]** The SFA shall be responsible for establishing and notifying parents and guardians of program criteria for providing free and reduced price meals for eligible students. It shall be the joint responsibility of SFA and Whitsons to protect the anonymity of children receiving free or reduced price meals and to establish methods for insuring such anonymity. Nothing herein, however, shall allow either the SFA or Whitsons to violate any provision of the Commonwealth's Public Records law, M.G.L. c. 66, §10 and M.G.L. c. 4, §7, the Federal Education Privacy Rights Act (FERPA), or any other federal or state law. The SFA and the FSMC may agree in writing to add other locations to the extent such addition does not constitute a material change to this Agreement.

5.2 Special Diets. Whitsons shall supply any special diets for students required for medical reasons when prescribed and approved in writing by a licensed medical authority for students with a disability in accordance with Section 504 of the Rehabilitation Act of 1973 and attendant regulations. A medical statement shall be signed by the licensed medical authority and shall include include (x) information about the child's physical or mental impairment that is sufficient to allow the SFA to understand how it restricts the child's diet; (y) an explanation of what must be done to accommodate the child's disability; and (z) if appropriate, the food or foods to be omitted and recommended alternatives. The SFA shall then communicate the information to Whitsons as may be strictly necessary and sufficient to allow Whitsons to prepare any requested medically necessary special diets. Any additional cost incurred to provide substitutions shall be considered allowable costs of the food service program, and the SFA shall reimburse Whitsons therefor.

5.3 Food Committee and Advisory Board. Whitsons shall participate in Food Committee meetings at dates and times agreed upon by Whitsons and the Food Committee members. Whitsons shall cooperate with the SFA in the establishment of an advisory board ("Advisory Board") composed of such members as the SFA shall designate, including parents, teachers, students and a Whitsons' representative, to assist in planning menus. **[7 CFR 210.16(a)(8)]**

5.4 Menus. Whitsons shall consult with the Advisory Board regarding the overall operation of the SFA's Food Service Program, including menus. Whitsons will submit and adhere to a 21-day cycle menu developed in accordance with the meal pattern requirements specified in 7 CFR Part 210, for approval to the SFA. Any menu changes may only be made with the approval of the SFA. Seasonal changes, special school programs, or shifts in student preferences shall be taken into consideration in menu preparation. All menus will be nutritionally acceptable to the SFA and in accordance with applicable regulations.

5.5 Nutrition Education. Whitsons shall promote the nutritional education aspects of the SFA's Food Service Program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction.

5.6 Resource Management (Compliance with Revenue from non-program foods): For all contracts, including fixed price per meal contracts, awarded on a per meal basis and with revenues from non-program foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues, including the food costs for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. *[7CFR §210.14]*

## **SECTION 6. EMPLOYEES**

6.1 Personnel Obligations. Whitsons shall be responsible for its employees on its payroll including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, layoffs and termination, and shall comply with all applicable laws and regulations related thereto. Whitsons' employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the premises which the SFA imposes upon its employees and agents. Whitsons shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and worker's compensation costs and charges. The SFA has no authority to resolve disputes between Whitsons and its employees.

6.2 Equal Opportunity Employer; Civil Rights. (a) Neither Party shall discriminate because of race, color, religion, sex, age, national origin, creed, disability, or status as a Vietnam veteran, sexual orientation (provided that the object of such orientation is not a minor), genetic status, gender identity or other protected class, all as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities concerning Food Service employees. Whitsons shall conform with all civil rights requirements applicable to SFA in the conduct of the Food Service Program. In addition, Whitsons affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; M.G.L. c. 151B, and any additions or amendments thereto. *[7 CFR 3016.36(i)]*

(b) Both the SFA and FSMC agree to the following requirements as outlined in the USDA Nondiscrimination Statement below:

(i) In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

(ii) Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

(iii) To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

6.3 Work Hours. Whitsons is expected to recommend the number of work hours and number of positions at each school location. Whitsons and the SFA shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations. **[7 CFR 3016.36(i)]** The SFA shall use its best efforts to notify Whitsons in advance of any anticipated closing due to inclement weather or other emergency. If advance notice is not given and/or a decision is made by the SFA to delay opening or close the Facility after Whitsons' employees have already reported to work, any labor costs incurred by Whitsons as a result of such closing, delayed opening or early dismissal (including as a result of requirements contained in a collective bargaining agreement) shall be charged to the SFA as an Operating Expense of the Food Service Program.

6.4 SFA employees. Whitsons shall direct and supervise any SFA employees assigned to the Food Service Program, provided that SFA shall be responsible for obligations described in Section 6.1 with respect to such SFA employees.

6.5 Background Checks. Whitsons shall adhere to applicable state and federal regulations, including the CORI statute codified at M.G.L. c. 71, §38R, in screening prospective employees. Whitsons shall comply with criminal background checks and fingerprint regulations required by law for all new hires, the cost of which shall be an Operating Expense of the Food Service Program. It is understood and agreed that background checks and fingerprinting for all existing employees have already been completed, and, except as and to the extent required by law, new background checks and fingerprinting shall not be required for such employees.

6.6 Regulations. Whitsons shall instruct its employees to abide by the policies, rules and regulations with respect to its use of SFA premises as established by the SFA from time to time and which are furnished in writing to Whitsons.

6.7 Removal of Employee. The SFA may provide Whitsons with written notice that it requires the removal of an employee of Whitsons, if, after due investigation, it is reasonably demonstrated that such employee violated health requirements or conducted himself/herself in a manner detrimental to the physical, mental or moral well-being of students, staff or faculty, as long as such removal is non-discriminatory and not in violation of any Federal, State or local laws. In the event of the removal of any such employee, Whitsons shall promptly restructure its staff to avoid any disruption in service. If FSMC incurs any costs, including legal fees, retroactive wages and damages,

as a direct result of any personnel action requested by the SFA, such costs shall be considered direct costs of the Food Service Program and FSMC shall charge the SFA for such costs as Operating Expenses.

6.8 Emergency Devices. All Food Service Program personnel assigned to each school Facility shall be instructed on the use of all emergency switches, fire and safety devices in the kitchen and cafeteria areas.

6.9 Student Workers. The use of student workers or students enrolled in the SFA is prohibited without prior SFA approval.

6.10 Senior Management; Non-Solicitation. Whitsons shall inform the SFA prior to hiring senior management positions for the direct operation of the SFA's Food Service Program. All persons to be hired as Food Service Directors must be presented for the SFA's evaluation and approval, such approval or rejection to be in writing and approval not to be unreasonably withheld or delayed. If approval has not been granted or withheld in writing within ten (10) days after a candidate has been presented to the SFA, approval shall be deemed to have been granted. FSMC shall provide qualified management/professional employees to manage the Food Service Program and supervise all employees employed therein. During the term of this Agreement and for one (1) year thereafter, SFA shall not solicit Whitsons management, supervisory or professional employees (including without limitation any Vice President, Director, Manager, Chef, Dietician or Nutritionist) providing services under this Agreement to work in a similar food service capacity whether at the SFA food service Facility or elsewhere, nor will SFA permit the employment of said individuals by others in any operation providing food service throughout the SFA district. SFA further covenants and agrees not to hire, nor allow to be hired by others to perform work on behalf of SFA or on SFA premises, any Whitsons management/supervisory/professional employees providing services under this Agreement for a period of one (1) year following the employee's termination of employment with Whitsons. If at any time during the term of this Agreement or upon the expiration or termination of this agreement, SFA nevertheless hires, or causes to be hired, a Whitsons management/supervisory/professional employee in contravention of this paragraph, then SFA in recognition of Whitsons' considerable investment in attracting and training such employee agrees to pay a fee to Whitsons equal to the annual salary of said employee as liquidated damages. Said fee shall be due and payable upon the hiring of said employee by SFA or SFA's affiliate, agent or contractor.

## **SECTION 7. EQUIPMENT, FACILITIES & UTILITIES**

7.1 Facilities and Equipment. The SFA shall make available without any cost or charge to Whitsons, the facilities and equipment necessary for Whitsons to provide food service hereunder, including, but not limited to, area(s) of the Facility agreeable to both parties in which Whitsons shall render its services, kitchen equipment, Smallwares, suitably furnished office space and facilities for the safekeeping of funds. The SFA shall provide all equipment necessary for the efficient and safe operation of the Food Service Program. All equipment used in connection with the operation of the Food Service Program shall be maintained by the SFA

7.2 Condition of Facilities and Equipment. The facilities and equipment provided by each Party for use in the Food Service Program shall be in good condition and maintained to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health. Whitsons will take proper care of all furniture, fixtures, equipment and facilities provided by the SFA and shall timely notify the SFA of any known deficiencies. Whitsons shall not be held accountable for

pre-existing conditions or normal wear and tear. At the expiration of this Agreement, Whitsons will return to the SFA the cafeteria premises and all furniture, fixtures and equipment furnished by the SFA in the condition in which received, except for ordinary wear and tear and damage by the elements, and except to the extent that such premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of Whitsons (except through the negligence of Whitsons or its employees), or for any other reason beyond the control of Whitsons.

7.3 Utilities. The SFA shall furnish at its expense, light, power, hot and cold water, telephone service, high speed internet connection and other utilities as are necessary for the operation of the Food Service Program hereunder.

7.4 School's Use of the Facilities. The SFA is encouraged to utilize Whitsons for catering and other food service needs in addition to the School Lunch and/or Breakfast and/or Special Milk Programs. However, the SFA reserves the right, in its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled meal periods, provided such sales or dispensation do not interfere with the operation of the School Lunch and/or Breakfast and/or Special Milk Programs and is otherwise in compliance with all Federal, State and local laws, including those governing the sale of competitive foods.

7.5 Extracurricular Activities. If the SFA utilizes the Food Service Program facilities for extracurricular activities before or after the SFA's regularly scheduled lunch or breakfast period, the SFA shall return facilities and equipment to Whitsons in the same condition as received, normal wear and tear excepted.

7.6 Rental Facilities For Community Use. The SFA retains the right to rent or donate food service facilities during non-school hours or weekends, provided that such activity does not interfere with the normal Food Service Program operation. When such functions take place, the SFA may require that a member(s) of the food service staff be on duty to maintain the safe use of SFA owned equipment and/or to provide access to the facilities. Whitsons shall be reimbursed for the cost of its own staff to be utilized at said functions. Said cost shall not be considered an expense of the school lunch program. The SFA shall return the facilities and equipment to Whitsons in the same condition as received, normal wear and tear excepted.

## **SECTION 8. MAINTENANCE, REPAIRS & SANITATION**

8.1 Maintenance. The SFA shall furnish all building maintenance and all repairs to the Food Service areas without cost to FSMC and shall replace, repair and maintain its equipment, except when damage results from the negligence of FSMC or its employees. The SFA shall keep such equipment and Facilities maintained in a safe operating condition such that no FSMC employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation. However, if equipment provided by the SFA becomes inoperative, hazardous or inefficient to operate, FSMC shall have the right to undertake repairs or replacements at the expense of the SFA if the SFA fails to do so after having been given a reasonable amount of time to correct the equipment deficiency. The SFA shall at its expense, provide maintenance personnel and outside maintenance services, parts and supplies for properly maintaining the Facilities and its equipment.

8.2 Cleaning. The SFA will be responsible for the cleaning and maintenance of floors,

windows, walls, light fixtures, ceilings, hoods, ducts, grease traps and the general care of the dining, service and kitchen areas, and for painting within the dining areas. Whitsons will be responsible for the routine cleaning of the kitchen, serving areas, dish rooms and storerooms, including the ordinary and routine cleaning of counters and operating equipment used in connection with the operation of the Food Service Program. The foregoing notwithstanding, the FSMC will only be responsible: (a) with respect to walls, for cleaning walls to a height of six (6) feet, (b) with respect to vents and ducts, for cleaning same below ceiling level, and (c) with respect to hoods, for cleaning the exterior of hoods only.

8.3 Sanitation; Trash Removal; Recycling. The SFA shall have designated areas for the deposit and removal of all garbage and trash. Whitsons shall bring refuse to designated refuse collection areas at the Facility, and will cooperate with and participate in all SFA mandated recycling programs, provided that the SFA shall provide, at its expense, all necessary waste receptacles, including those required for the proper recycling of all waste materials (including without limitation food waste, plastic and paper) as required by Federal, State and/or local law. The SFA shall provide, at its expense, for the daily removal of waste (including recyclable waste such food waste, plastic and paper) and garbage and for regular extermination services.

## **SECTION 9. INVENTORY**

9.1 Inventory. Whitsons shall purchase, on the SFA's behalf, all food and other supplies required under this Agreement. Such food and supplies shall be kept separate and apart and title thereto shall remain with the SFA at all times. Whitsons and SFA shall jointly take inventory of all purchased food and supplies at both the beginning and the end of this Agreement. The SFA shall have access to the purchase records of the food purchased for review and audit as deemed necessary in the judgment of the SFA.

9.1.1 Whitsons and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the contract year including, but not limited to, flatware, trays, chinaware, glassware, kitchen utensils and food both purchased and government-donated commodities. Whitsons shall be responsible for reimbursing the SFA for all loss beyond normal usage noted at the year-end inventory of the equipment.

9.2 Purchasing. Whitsons will purchase all food for the SFA at the lowest prices possible, which prices shall be reasonable and necessary, consistent with maintaining the quality standards prescribed by the SFA, including taking advantage of all local trade discounts. All procurement transactions must meet procurement standards set by the United States Department of Agriculture. Transactions shall be conducted in a manner so as to provide maximum open and free competition, as provided by law. In the event that Whitsons, either directly or indirectly or through one of its affiliates furnishes products or services necessary for the efficient operation of SFA's Food Service Program, the charge to SFA shall be competitive with the cost of obtaining such products or services from an independent source in the open market;

9.2.1 Whitsons will request, receive and inspect food delivered by vendors and forward a list of bills when billing the SFA in accordance with regulations.

9.2.2 Whitsons shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with the SFA's agreement with the applicable state agency, if any.

9.2.3 In accordance with the Buy American Provisions of 7 CFR 250 and 7 CFR 250.23, in connection with Meals served as part of the Food Service Program hereunder, the Company will purchase, to the maximum extent practicable, domestic agricultural commodities or products that are either produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially” means that over 51 percent of the final processed products consist of agricultural commodities that were grown domestically. These provisions apply to all funds in the food service account, and not just federal reimbursements. Exceptions to the Buy American provisions should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception, the request must be submitted by the FSMC in writing to a designated official of the SFA, a minimum of two (2) business day(s) in advance of delivery. The request must include the:

- a) Alternative substitute(s) that are domestic and meet the required specifications:
  - i) Price of the domestic food alternative substitute(s); and
  - ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- b) Reason for exception: limited/lack of availability or price (include price):
  - i) Price of the domestic food product; and
  - ii) Price of the non-domestic product that meets the required specification of the domestic product.

9.2.4 Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices shall prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA shall be used.

9.3 Rebates. All payment discounts (except prompt payment discounts), rebates and allowances obtained from vendors must go to the SFA’s food services account. Whitsons shall credit the SFA with any discounts obtained from vendors, suppliers or distributors for goods procured for the SFA’s account. In accordance with USDA Regulations, SFA is not entitled to a credit for prompt payment discounts unless SFA pays the relevant third party suppliers directly or provides an advance payment to Whitsons for such costs.

## **SECTION 10. ACCOUNTING, RECORDS & AUDITS**

10.1 Consolidation of Account. Whitsons shall maintain accounting and records for each of the SFA’s divisions as well as for the consolidated whole covered by this Agreement.

10.2 Records. Whitsons shall maintain such records as the SFA will need to support its Claim of Reimbursement and shall report thereon to the SFA promptly at the end of each calendar month, at a minimum. Such records shall be available for a period of three (3) years from the date of final payment under the Agreement for inspection and audit by representatives of the applicable state’s Departments of Education and Agriculture, United States Department of Agriculture and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records shall be retained beyond the three (3)-year period as long as required for the

resolution of the issues raised by the audit. All FSMC records pertaining to the SFA shall be maintained at the SFA while this Agreement is in effect. If the laws of the Commonwealth so require, such records shall be retained as prescribed therein. Such records include, but are not limited to, Daily Cash Reports, Edit Check Worksheets, Milk Rosters and Summary of Meal/Milk counts. A SFA official will review, in accordance with regulation, records maintained by Whitsons for the purpose of preparing monthly reimbursement vouchers. Whitsons shall observe all federal, state, and local law related to accounts. Whitsons accepts liability caused by Whitsons' negligence for claims assessed as a result of Federal or State audits/reviews corresponding with the SFA's period of liability under applicable regulations. *[7 CFR 210.16c(1) and 7 CFR 210.23c]*

10.3 Availability of Records. The SFA, the applicable state's Departments of Education and Agriculture, United States Department of Agriculture, or Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Whitsons which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. *[7 CFR Part 3016]*

10.3.1 Reimbursement Records. Whitsons must retain records to support the SFA's Claim of Reimbursement of the daily number of meals served, by type. These meal counts must be reported daily. *[7 CFR 210.16(c)(1)]*

10.4 Revenue Records. Whitsons shall retain revenue records broken down by source, type and category of meal or food service (e.g., à la carte sales, reduced price and full price National School Lunch Program, School Breakfast Program meals (if applicable) and vending machine sales, etc.).

10.5 Invoice Statement. All invoices submitted by Whitsons must represent that articles have been furnished or services rendered before payment can be made to Whitsons from the SFA's food service account.

10.6 Detailed Description. All invoices submitted by Whitsons must include a detailed description of the goods, supplies, services or other items being submitted for reimbursement.

10.7 Taxes and Assessments. Whitsons will pay when due all federal, state, local and other governmental taxes or assessments in connection with the services rendered hereunder. With regard to sales tax, the Parties will determine by mutual agreement and in accordance with relevant law if any of the services rendered or items furnished hereunder are subject to sales tax. Even if SFA is tax exempt, SFA may be liable for the collection and remittance of sales tax to the applicable state department of revenue for some of the services or items. If any of the services or items are subject to sales tax, Whitsons is responsible for the appropriate collection of sales tax and the reporting of such to the SFA. The SFA is responsible for remitting the sales tax to the appropriate state department of revenue. If the Parties are unable to resolve any dispute or controversy regarding the taxability of any of the services or items, such dispute or controversy shall be settled by a relevant ruling by the applicable state department of revenue.

10.7.1 The SFA shall pay when due all federal, state, local and other governmental use and property taxes or assessments arising in connection with the Facility, equipment, offices and utilities. Whitsons shall pay when due all license and permit fees in connection with services rendered hereunder. The SFA shall reimburse Whitsons for all license and permit fees paid in connection with the Food Service Program.



## SECTION 11. FINANCIAL, PURCHASING & MEAL PAYMENT

11.1 General Provisions. All Food Service Program fees shall be specifically stated in this Agreement. Such fees may be calculated on a “cents per meal” or “flat fee” basis. Whitsons will operate, administer, and manage the Food Service Program for SFA in accordance with the financial arrangements as set forth in this Agreement. This Agreement is not permitted to and does not contain a “cost-plus-a-percentage-of-cost” or a “cost-plus-a percentage-of-income” provision. **[7 CFR 210.16(c)]** SFA represents and warrants that all financial and operating information it has provided to Whitsons is true, complete and correct and presents fairly and accurately all items of revenue and expense of the Food Service Program to be managed by Whitsons herein in conformity with generally accepted accounting principles consistent with that of the preceding years and applied in accordance with past practice.

11.2 Operating Expenses. Whitsons will charge and invoice the SFA monthly a sum not to exceed the amount necessary and reasonable to cover Whitsons’ Operating Expenses (as defined in Section 2 above) incurred in connection with the Food Service Program. In furtherance, but not in limitation of the foregoing, payroll-related taxes (e.g. FUTA, FICA, SUI, disability, worker’s compensation, etc.) and business insurance expenses (e.g. comprehensive liability, property, umbrella, etc.) will be invoiced at the fixed rate set forth in Whitsons’ Proposal and/or current school year’s Operating Budget. Approval of the Operating Budget shall constitute approval of these Operating Expenses. Whitsons will provide a reconciled monthly statement with costs listed in the following categories: (i) Operating Expenses, and (ii) Management Fee and Administrative Fee. Whitsons shall either (i) separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable (that which can be paid from the non-profit food service account) and the amount, if any, that is not allowable (must be paid from General Funds account and not from the food service account), or (ii) exclude all unallowable cost from its billing documents and certify that only allowable costs are submitted for payment, and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. Unallowable costs shall only be paid from the SFA’s General Funds. The determination of the allowable costs will be made in compliance with applicable USDA regulations and National School Lunch Program and Commodity School Program regulations as well as Office of Management and Budget circulars. **[7 CFR 210.21(i); 210.21(f)(ii)(A) & B; 210.21(f)(iii)]**

11.3 Rebates. All costs charged to the SFA in management fee and cost-reimbursable contracts shall be net of all trade discounts and rebates received by Whitsons. Whitsons shall identify the amount of each discount, rebate or applicable credit on each bill or invoice and whether the amount is a discount, rebate, or in the case of some other form of applicable credit, the nature of that credit. If approved by the Massachusetts Department of Elementary and Secondary Education, the SFA may permit Whitsons to report this information on a less frequent basis than monthly, but no less than annually.

11.3.1 FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract and shall maintain documentation of costs and discounts, rebates and other applicable credits and must furnish such documentation upon request to the District, the Massachusetts Department of Elementary and Secondary Education and the USDA. **[7 CFR 210.21(v) & (vi)]**. Whitsons’ method is as follows: For four successive quarters after the conclusion of the contract, FSMC shall conduct quarterly audits to determine if there are any applicable credits, discounts or rebates that are applicable to SFA. If any such credits,

discounts or rebates are identified, FSMC will provide a report of such to SFA along with a credit on any amount owed to FSMC or payment in the form of a check if there is no outstanding balance due to FSMC from SFA.

11.4 Administrative and Management Fee; Invoicing. During the Initial Term, Whitsons shall charge SFA, and SFA shall pay Whitsons, an annual administrative fee of \$59,350.00 (the "**Administrative Fee**") and an annual management fee of \$16,000.00 (the "**Management Fee**" and, together with the Administrative Fee, the "**Food Service Program Fee**"). The Food Service Program Fee shall be invoiced on a monthly basis, and shall be payable in ten (10) equal monthly installments, together with the invoiced Operating Expenses. Invoices submitted to the SFA by the FSMC will be paid according to the SFA's "Accounts Payable Cut-Off Schedule," attached as **Appendix A**. If invoices are received in the SFA's Accounting Department by the cut-off date, and they pass audit, payment will be made on the release date listed on the schedule, which in any event shall not be later than 30 days after receipt. The SFA shall promptly notify Whitsons of any disputed amounts that does not pass audit and the specific reason for such dispute. The SFA and Whitsons agree to cooperate with each other in good faith and diligently to resolve all such disputes. In any event, the SFA shall pay that portion of any invoice that is undisputed. Some of the food products purchased on behalf of SFA in connection with the Food Service Program may be "Perishable Agricultural Commodities" within the meaning of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)) ("**PACA**"). Where applicable, (a) such food products are sold subject to the statutory trust authorized by section 5(c) of PACA and (b) Whitsons retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment from SFA is received. In the event that FSMC incurs legal expense in enforcing its right to receive timely payment of invoices hereunder, SFA agrees to pay FSMC's reasonable attorney's fees and other costs, provided that such fees and costs shall not be paid from the non-profit food service account. For any Renewal Term, the Food Service Program Fee shall be adjusted annually, upward or downward, based on any percentage increase or decrease in the Consumer Price Index (CPI), Boston-Cambridge-Newton, Food Away from Home as published on the date the renewal is prepared for the immediately ended school year.

11.5 Guaranteed Return. Whitsons and SFA shall work together to ensure a financially sound Food Service Program. Whitsons guarantees that the Food Service Program will operate profitably and at a Surplus \$21,041.00 for the school year ending June 30, 2023, but before accounting for the cost of any other expense outside of Whitsons' reasonable control (the "**Guarantee**"). If necessary, Whitsons will reduce its Management Fee to achieve said Guarantee. This will be the SFA's exclusive remedy for Whitsons' failure to achieve the Guarantee, and in no event shall Whitsons be liable for any amount in excess of 100% of its Management Fee. The Guarantee for any Renewal Term shall be as mutually negotiated by the Parties and reflected in a duly executed Amendment to this Agreement. The guarantee for each subsequent Renewal Term will be established by mutual agreement of the parties prior to each Renewal Term based on the performance of the Program during the prior Term, any changes in operational parameters and the Operating Budget for the Renewal Term.

11.5.1 Assumptions. The Guarantee is based on, and subject to, the following conditions and assumptions remaining in effect throughout the Initial Term and/or the Renewal Term:

(i) reimbursement rates for National School Lunch Program and National School Breakfast Program meals, as the case may be, will not be less than the rates estimated in Whitsons' Proposal (for the Initial Term) or in effect for any prior school year (for any Renewal Term), and the Program will receive the \$0.07 federal reimbursement increase published by the

USDA;

(ii) the value of government donated commodities and/or cash in lieu thereof will not be less than the value of government donated commodities and/or cash in lieu thereof estimated in Whitsons' Proposal or received during the prior school year, and the mix and quantity of government donated commodities shall not change from the mix and quantity received the prior school year so as to increase actual food costs over the level of projected food cost set forth in the RFP and Proposal;

(iii) the number of days breakfast meals are served during the school year will be not less than 180 days and the number of days lunch meals are served during the school year will not be less than 161 days;

(iv) the number of serving periods, locations, serving times and types of service will not differ from that listed in the RFP;

(v) the student enrollment for the Term of the Agreement will be not less than 2,470 students per school year;

(vi) the level of wages, salaries, fringe benefits and health costs will not exceed those proposed and listed in the original Proposal;

(vii) the actual costs charged to the Food Service budget by the SFA shall not exceed the projected Operating Expenses as set forth in Whitsons' Proposal (for the Initial term) or the proposed operating budget (for any Renewal Term);

(viii) service will not be interrupted as a result of fire, work stoppage, strike or school closing;

(ix) milk vendor prices shall remain constant throughout the school year;

(x) selling prices of Menu Pattern Meals and A-La-Carte selections will be not less than those included in the Proposal or the applicable Operating Budget;

(xi) SFA and its representatives, including but not limited to, school principals, teachers and SFA employees, shall fully cooperate with Whitsons in the implementation of the Food Service Program;

(xii) there shall be no competitive food and beverage sales immediately prior to, after or during the meal service times, and the SFA shall fully cooperate with Whitsons to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program, and to ensure that any such competitive sales are in compliance with Federal, State and local law;

(xiii) legislation, regulations and SFA's Wellness Policy or practice shall remain consistent with those at the time of the original Proposal;

(xiv) to the extent applicable, SFA shall approve Whitsons' recommended changes relating to food service staff levels and/or staff schedules based on the operational needs of the

Food Service Program;

(xv) The SFA shall have timely submitted and certified all claims for reimbursement, except where such failure or delay is due solely to an act or omission of Whitsons;

(xvi) Whitsons has not taken into account the effect of meals and/or snacks distributed under the SFA's humanitarian meal policy in establishing the Guarantee. Any meals and/or snacks distributed under such policy that would negatively affect the Guarantee will result in an appropriate adjustment thereof; and

(xvii) There shall be no change in any other operational parameters set forth in the RFP or in any other assumptions contained in the Proposal that would have a material adverse effect on the Guarantee.

In the event the foregoing conditions are not met during the Term, the Operating Budget and Guarantee shall be adjusted by an amount equivalent to any increased cost or loss of revenue attributable to the change in such conditions.

11.6 Surplus Revenues. Any surplus revenues existing after deducting the approved operating expenses, Administrative Fee and Management Fee from verified food service receipts and all Federal and State reimbursements shall remain with the SFA.

11.7 Investment. Whitsons will promptly fund certain improvements to the SFA's Facility to facilitate the performance of the services hereunder in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (the "**Investment**"). The scope and specifications for such Investment shall be as mutually agreed in writing by the Parties. The SFA shall hold title to real estate fixtures, equipment, and other items funded by the Investment. Whitsons will amortize its Investment on a straight-line depreciation basis over a period of five (5) years, and SFA shall be invoiced for and shall repay such Investment on a monthly basis as an additional expense above and beyond the agreed upon Food Service Program Fee and other reimbursement costs of the Food Service Program. If the Agreement is terminated prior to the full amortization of the Investment, the SFA shall promptly select one of the following options: (i) retain any equipment or other items funded by the Investment and continue to make payment to Whitsons in accordance with the agreed monthly amortization schedule until the Investment is fully repaid; or (ii) retain any equipment or other items funded by the Investment and promptly pay (or cause any successor FSMC to pay) Whitsons the unamortized portion of the Investment in full within fifteen (15) days of termination of the Agreement. The right of Whitsons to charge interest for late payment shall not be construed as a waiver of Whitsons' right to receive timely payment.

## **SECTION 12. USDA DONATED COMMODITIES**

12.1 Benefit of SFA Only. To the maximum extent possible, Whitsons shall utilize USDA donated foods made available by the SFA and shall not purchase foods that are available as USDA donated foods. Whitsons agrees that any USDA-donated commodities received by the SFA and made available to Whitsons must accrue only to the benefit of and be used only in the SFA's nonprofit school food service. All refunds received from processors must be retained by the SFA. [7 CFR 210.16(a)(6)]

12.2 Proper Use and Handling. Whitsons further accepts liability for negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods. Whitsons shall

maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of donated foods. Failure by Whitsons to maintain records required under the Agreement shall be considered factual evidence of improper distribution or loss of donated foods. The SFA is responsible for obtaining restitution from Whitsons in connection with any claim for improper distribution, use or loss of, or damage to donated foods. *[7 CFR 250.12(b)(4)]*

12.3 Value of USDA Donated Foods. Whitsons shall credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods) and include the value of donated foods contained in processed end products in accordance with the contingencies in *7 CFR 250.51 (a)*. The method used to credit the District for the donated foods shall be crediting by disclosure, which will occur on the billing documents submitted each month.

12.3.1 FSMC will ensure compliance with the requirements of subpart C of CFR part 250 and with the provisions of the SFA's processing agreements in the procurement of process end products on behalf of the District and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

12.3.2 In accordance with *7 CFR 250.51 (a)* and *(b)*, Whitsons will credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year, on at least an annual basis, through invoice reductions, refunds, discounts, or other means. Such requirement includes crediting for the value of donated foods contained in processed end products if Whitsons, in accordance with its contract, procures such end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in such end products on to the SFA. All forms of crediting must include clear documentation of the value received from the donated foods. In cost-reimbursable situations, Whitsons procurement of processed end products is restricted to those processors that have signed processing agreements with the State distributing agency of the SFA in accordance with *7 CFR Part 250*.

12.3.3 In accordance with *7 CFR 250.51(c)* Whitsons must use the donated food values determined by the distributing agency in accordance with *7 CFR 250.58(e)*, or, if approved by the distributing agency, donated food values determined by an alternate means of the SFA's choosing. The method of determining the donated food values must be included in procurement documents and in the contract, and must result in the determination of actual values. Negotiation of such values is not permitted.

12.3.4 In accordance with *7 CFR 250.51(d)*, Whitsons must use all donated ground beef, donated ground pork, and all processed end products, in the SFA's food service and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.

12.3.5 Whitsons must meet the general requirements for the storage and inventory management of donated foods in *7 CFR 250.14(b)*. In accordance with *7 CFR 250.52(a)*, the FSMC may store and inventory donated foods together with food it has purchased commercially for the SFA's use. It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in *7 CFR 250.51(d)*. Additionally, under cost-reimbursable contracts, Whitsons must ensure that its system of inventory management does not result in the SFA being charged for donated foods.

12.3.6 The SFA and Whitsons must maintain records of receipt of donated foods and processed end products, or crediting for the value of donated foods, and other records relating to donated foods, in accordance with 7 CFR 250.54. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that Whitsons has credited it for the value of all donated foods received for use in the SFA’s food service in the school year including, in accordance with requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products. Whitsons must return all unused donated ground beef, donated ground pork, processed end products and (at the SFA’s discretion) return all other unused donated foods in accordance with 7 CFR 250.52(c) when a contract terminates, is not extended or renewed.

12.4 Title to Donated Food. Title to USDA-donated food shall remain in the SFA.

### **SECTION 13. INSURANCE & INDEMNITY**

13.1 To the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other, including, without limitation, its boards, commissions, committees, shareholders, directors, officers, agents, employees, affiliates and assigns, from any and all losses, damages or expenses, including without limitation reasonable attorneys’ fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage if caused by any breach of this Agreement or by any negligent act or omission or willful misconduct of such Party.

13.2 Notification of an event giving rise to an indemnification claim (“**Notice**”) must be given to the indemnifying Party within thirty (30) days following receipt of such claim by the indemnified Party and shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder; provided that the provision of a late Notice to the indemnifying party will not relieve the indemnifying Party from any liability which it may have to the indemnified party under this Section 13.2, unless such delay materially prejudices the ability of the indemnifying Party to defend against such action or claim.

13.3 Whitsons shall maintain in force at all times during which services are to be performed hereunder the following insurance coverage placed with reputable company(ies) licensed by the Commonwealth of Massachusetts: Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance in the Combined Single Limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence, including, but not limited to, Personal Injury, Liability, Broad Form Property Damage Liability blanket Contractual Liability and Products Liability, covering only the operations and activities of Whitsons under the Agreement and shall provide SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days’ prior written notice of cancellation.

In addition Whitsons shall maintain the following:

Automobile Liability	Liability Limit \$1,000,000
Workers’ Compensation:	Statutory Limits
Employers Liability:	\$1,000,000 each accident
	\$1,000,000 disease policy
	\$1,000,000 disease accident limit

13.4 Certificates of insurance for such coverage naming the SFA as an additional insured will be furnished within 30 days and Whitsons shall provide replacement/renewal certificate at least 30 days prior to the expiration of the policy. Should any of the described policies be cancelled before the expiration date, written notice must be made to the SFA 30 days prior to cancellation.

13.5 The SFA shall obtain and maintain insurance for the Facility, service equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.

13.6 Limitation of Liability. Notwithstanding anything herein contained to the contrary, neither Party shall be liable to the other or to any third party for any lost profits or indirect, punitive, special or consequential losses or damages arising out of or in connection with this Agreement.

## **SECTION 14. SFA RESPONSIBILITIES**

In addition to obligations set forth elsewhere in this Agreement or by law, the SFA shall be responsible for the following:

14.1 Food Service Conformity. The SFA shall remain responsible for ensuring that the food service operation is in conformance with its agreement under the program and shall monitor the food service operation through periodic on-site visitations. *[7 CFR 210.16(a)(2)&(3)]*

14.2 Advisory Board. The SFA shall establish an advisory board composed of parents, teachers and students to assist in menu planning. *[7 CFR 210.16(a)(8)]*

14.3 Health Certification. The SFA shall maintain applicable health certification and be assured that all state and local regulations are being met by Whitsons preparing or serving meals at the Facility. *[7 CFR 210.16(a)(7)]*

14.4 Control of Food Service Program; Pricing. The SFA shall retain control of the quality, extent and general nature of its Food Service Program, including without limitation (i) control of the food service account and financial overall responsibility for the Food Service Program, and (ii) control for the establishment of all prices, including price adjustments, for meals served under the Food Service Program, e.g. pricing for reimbursable meals, a la carte service, vending machines, and adult meals.

14.4.1 Food Specifications. The SFA shall provide detailed specifications including, but not limited to, grade and weight for each food component or menu item as specified in by the USDA and include these specifications in all IFBs or RFPs. Specifications may also cover other items such as purchase units, style, condition, ingredients, formulations and delivery time. Such specifications shall be incorporated into this Agreement. *[7 CFR 210.16(c)(3)]*

14.4.2 Non-Payment By SFA. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component specified in the School Lunch Pattern or do not otherwise meet the requirements of the Agreement; provided, however, that no deduction shall be made unless SFA shall have given Whitsons written notification within two (2) business days of the meal service for which the deduction is to be made, specifying the number of meals for which the SFA

intends to deduct payment and setting forth the reasons for the deduction. **[7 CFR 210.16c(3)]**

14.5 Menu Cycle. The SFA shall develop and include in the invitation to bid or request for proposal a 21-day cycle menu. Whitsons must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. **[7 CFR 210.16(b)(1)]**

14.6 Signature Authority. The SFA shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP) and the Special Milk Program (SMP), including the SFA's free and reduced price policy statement, and Commodity Order forms. **[7 CFR 210.16(a)(5)]**

14.7 Internal Controls. The SFA shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly Claim of Reimbursement. At a minimum, the SFA shall: (i) review worksheets and make comparisons of daily free, reduced price, and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches; (ii) develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems; and (iii) conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA. **[7 CFR 210.8(a)]**

14.8 Reimbursement Claims. The SFA shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to Whitsons. **[7 CFR 210.16(a)(5)]**

14.9 Contractual Responsibility. The SFA shall be responsible for all contractual agreements entered into in connection with the school nutrition program (e.g., vending meals to other SFA food authorities). **[7 CFR 210.19(a)(1)]**

14.10 Financial Responsibility. The SFA shall retain control of the school food service account and overall financial responsibility for the School Nutrition Programs. The SFA shall be solely responsible for preparing and submitting all certification worksheets, statements, claims and other documentation required in connection with the USDA seven-cents reimbursement certification and validation process. **[7 CFR 210.19(a)(1)]**

14.11 Program Review. The SFA shall be responsible for ensuring resolution of program review and audit findings. **[7 CFR 210.9(b)(17) and 210.18(k)(1)(2)]**

14.12 Parent Letters. The SFA shall develop, distribute, and collect the parent letters and applications for free and reduced price meals and free milk. **[7 CFR 245.6]**

14.13 Verifying Free & Reduced Meal Applications. The SFA shall be responsible for determining and verifying applications for free and reduced price meals or free milk benefits and the conduct of any hearings related to such determinations. This responsibility shall not be delegated to Whitsons. **[7 CFR 245.6]**

14.14 USDA-Donated Food. The SFA shall assure that the maximum amount of USDA-donated foods are received and utilized by Whitsons. **[7 CFR 210.9(b)(15)]**

14.15 Commodity Processing Contracts. The SFA shall establish commodity processing contracts. This responsibility cannot be delegated to Whitsons. **[7 CFR 250.12(f)]**



14.16 Losses. The SFA shall be responsible for any losses (including to USDA donated commodities) which may arise due to circumstances beyond the control of Whitsons, including but not limited to loss of electrical power, flooding or equipment malfunction.

14.17 Inventory. The SFA will provide a physical inventory of supplies and equipment available for use by Whitsons prior to the commencement of this Agreement.

14.18 Equipment Damage. The SFA shall be responsible for loss or damage (including repair and maintenance) not caused by Whitsons to equipment owned or leased by the SFA and located on its premises.

14.19 Equipment Installation. The SFA shall furnish, install and maintain any equipment or make any structural changes needed to comply with federal, state and local laws.

14.20 Fixture Repairs. The SFA shall be financially responsible for repairs to, and replacement of, all permanent fixtures such as faucets, lights, sewers, air conditioning, heating vents, hoods and all other electrical work to the extent that such repairs are not necessitated by the willful or negligent act or omission by Whitsons and/or its employee(s).

14.21 Utilities. The SFA shall furnish at its expense, space, light, heat, power, hot and cold water, and other utilities (including high-speed internet and WiFi service) as are necessary for the operation of the Food Service Program hereunder.

14.22 Food Service Areas. The SFA shall make available without cost to Whitsons areas of the Facility agreeable to both parties in which Whitsons shall render its services, such areas being reasonably necessary for providing efficient food service.

14.23 Access. The SFA shall have unlimited access to all areas used by Whitsons for purposes of inspections and audits.

14.24 Toilet Facilities. The SFA shall make available sanitary and adequate toilet and hand-washing facilities for the employees of Whitsons.

## **SECTION 15. HEALTH CERTIFICATION**

15.1 Health Certification. Whitsons shall have state or local health certification for any facility outside the SFA Facility in which it proposes to prepare meals, and Whitsons shall maintain all such required health certifications for the duration of the Agreement. *[7 CFR 210.16c(2)]*

15.2 Safety Regulations. SFA shall obtain and post all applicable health permits for the SFA's facilities. Whitsons shall comply with all health and safety regulations required by federal, state or local law in preparing and serving meals at the Facility. *[7 CFR 210.6(a)(7); 7 CFR 210.16c(2)]*

## **SECTION 16. COMPLIANCE WITH LAW**

16.1 Whitsons shall comply with all applicable laws, ordinances, rules and regulations relating to the Food Service Program and sanitation, safety and health, including, without limitation, the following: (i) National School Lunch Program (in particular Title 7, Code of Federal Regulations,

Parts 210, 215, 245, and 250 et seq.), the Child Nutrition Act, as amended (7 CFR Part 220), all FNS instructions and policy governing the Food Service Program, Section 103 of the Federal Contract Work Hours and Safety Standards Act (addressing overtime and compensation), Section 306 of the Clean Air Act (42 USCA Section 1857(h)), Section 208 of the Clean Water Act (33 USCA Section 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15); (ii) Whitsons shall recognize mandatory standards and policies relating to energy efficiency and shall comply with the Energy Conservation Policy and Conservation Act (P.L. 94-163); (iii) Violations shall be reported to the U.S. Department of Agriculture, Food and Nutrition Services, and the EPA. Whitsons shall not knowingly utilize a facility listed on the EPA List of Violating Facilities; (iv) Whitsons shall procure and maintain all necessary licenses and permits. **[7 CFR 3016.36(i)]**

16.2 Whitsons shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

## **SECTION 17. DEBARMENT/ SUSPENSION CERTIFICATE**

17.1 Debarment/Suspension Certificate. Whitsons shall sign a Debarment/Suspension Certification. This certification assures the SFA that Whitsons has not been debarred from entering into contracts with the federal government, with the Commonwealth of Massachusetts, or any entity receiving federal funds or suspended from entering contracts during a time when Whitsons is being investigated for a legal action taken to debar Whitsons from contracting activities. **[7 CFR 3017.510]**

17.2 Location of Certificate. The certification is attached to the signed Agreement and kept on file at the SFA. A copy of the certification will be forwarded to the state agency with a copy of the signed Agreement. **[7 CFR 3017.510]**

## **SECTION 18. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

18.1 Independent Price Certification. Whitsons shall certify that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. **[7 CFR 3017]**

18.2 Certificate of Independent Price Determination. Whitsons and the SFA shall sign and submit a Certification of Independent Price Determination with the Agreement. Whitsons shall attach the certification to the signed Agreement and the certification shall be kept on file at the SFA. SFA shall also forward a copy of the certification to the state agency with a copy of the signed Agreement. **[7 CFR 3017]**

## **SECTION 19. LOBBYING ACTIVITIES/ OTHER CERTIFICATIONS**

19.1 Lobbying Certification. Whitsons will sign and submit a certification regarding lobbying which conforms in substance with and all applicable state laws. **[7 CFR 3018]**

19.2 Location of Certification. The certification regarding lobbying shall be attached to the signed Agreement and kept on file at the SFA. A copy of any certification shall also be forwarded to the state agency with the signed Agreement. **[7 CFR 3018]**

19.3 Disclosure of Lobbying Activities. Whitsons shall disclose lobbying activities in

connection with school nutrition programs. *[7 CFR 3018]*

19.4 Certifications. (a) Pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, Whitsons hereby certifies under the penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(b) Whitsons shall comply with M.G.L. c. 268A, the Commonwealth's Conflict of Interest Law.

(c) Whitsons hereby certifies under penalties of perjury that its proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(d) Whitsons certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement;

(e) Whitsons certifies that, to the best of its knowledge, no consultant to or subcontractor for Whitsons has given, offered or agreed to give any gift, contribution or offer of employment to the SFA, or to any other person, corporation, or entity as an inducement for, or in connection with, the award of this Agreement;

(f) Whitsons certifies that no person, corporation or other entity, other than a bona fide full time employee, has been retained or hired by Whitsons to solicit for or in any way assist it in obtaining this contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to Whitsons.

(g) By executing this Agreement, the SFA represents and warrants to Whitsons that it has complied with the requirements of 7 CFR 210.16(a)(9) and (10) and has obtained the requisite approvals of the Massachusetts Department of Elementary and Secondary Education.

## **SECTION 20. GENERAL TERMS & CONDITIONS**

20.1 Governing Law. This Agreement, its construction, validity, effect, performance and enforcement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

20.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the operation of the Food Service Program and supersedes all prior or contemporaneous negotiations, discussions or understanding regarding such subject matter. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties relating to the matters covered by this Agreement other than those set forth in this Agreement.

20.3 Severability. Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid

jurisdiction, that ruling will not impair the operation of or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.

20.4 Assignment. Neither Whitsons nor the SFA may assign or transfer this Agreement, or any part thereof, without the written consent of the other Party, except the parties may assign this Agreement to an affiliated company or wholly owned subsidiary without prior approval and without being released from any of their responsibilities hereunder.

20.5 Captions. All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

20.6 Construction and Effect. No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other Party with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with any of the terms of this contract. Waiver by either Party of any particular default shall not affect or impair either Party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that Party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its terms.

20.7 Proprietary Materials. SFA acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to Whitsons or its affiliated and parent companies (collectively "Marks") are proprietary Marks of Whitsons, and SFA will not use the Marks for any purpose except as expressly permitted in writing by Whitsons. Upon termination of this Agreement, SFA shall (a) immediately and permanently discontinue the use and display of any Marks and make or cause to be made such changes to the Premises as Whitsons shall reasonably direct so as to effectively distinguish the Premises from its former appearance (collectively "De-Image"), and (b) immediately remove and deliver to Whitsons all goods bearing any Marks. If SFA shall fail to De-Image the Premises within 30 days of the termination date, Whitsons and its agents shall have the right to enter the Premises and De-Image the Premises without prejudice to Whitsons' other rights and remedies.

20.8 Notices. If any notice or other correspondence is required to be delivered under this Agreement, it shall be given in writing, and shall be delivered personally, by overnight delivery service, or by United States registered or certified mail, postage prepaid with return receipt requested, in which event it shall be deemed given upon receipt, to the parties at the following addresses (or to such other address as a party may designate by notice).

To SFA:	Sudbury Public Schools ATTN: Donald R. Sawyer, Director of Business & Finance 40 Fairbank Road Sudbury, MA 01776 Email: donald_sawyer@sudbury.k12.ma.us
To Whitsons:	Whitsons New England, LLC ATTN: Kelly Friend, COO, Contract Management 1800 Motor Parkway Islandia, NY 11749

Email: [friendk@whitsons.com](mailto:friendk@whitsons.com)

With a courtesy copy to the same address, attention: SVP, Administration and General Counsel, [legal@whitsons.com](mailto:legal@whitsons.com)

20.9 Waiver of Recovery. Each Party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other Party hereto and its subsidiaries and affiliates for loss or damage to such Party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies.

20.10 Confidentiality. In the course of providing the services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party including, but not limited to, menus, recipes, signage, Food Service Program surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential ("**Confidential Information**"). The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and at all times thereafter, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any Food Service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such outside party is required and agrees to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party in writing; (c) to the extent that at the time of disclosure, such Confidential Information is generally available or known to the public, or after disclosure hereunder becomes generally available or known to the public other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by law or court order during the course of a judicial or regulatory proceeding or as required by a government authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement, or at any time upon request.

20.11 IT Security. In connection with the services being provided hereunder, FSMC may need to operate certain information technology systems not owned by SFA ("**Non-Client Systems**"), which may need to interface with or connect to SFA's networks or information technology systems ("**SFA Systems**"). FSMC shall be responsible for all Non-SFA Systems, and SFA shall be solely responsible for SFA Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If FSMC serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then FSMC will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("**Data Protection Rules**"). If Non-SFA Systems interface with or connect to SFA Systems, then SFA agrees to implement forthwith upon request from FSMC, at its own expense, the changes to the SFA Systems that FSMC reasonably requests and believes are necessary or prudent to ensure FSMC compliance with the Data Protection Rules. Each Party shall indemnify, defend and hold harmless the other Party from all claims, liabilities, damages and costs (including reasonable lawyer's fees) to the extent caused by the indemnifying Party's failure to comply with its obligations in this section.

20.12 Remedies. In the event of any breach of this Agreement, the Parties shall be entitled to equitable relief in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

20.13 Amendments to the Agreement. The Parties cannot alter any provision in this Agreement that is required by any law, rule or regulation. The Parties cannot otherwise amend or alter this Agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The Parties must mutually agree, in a written document signed by both parties and attached to this Agreement, to amend, add, or delete any Section, Exhibit or Appendix. Any amendment to this Agreement shall become effective at the time specified in the amendment.

20.14 Counterparts. This Agreement may be executed in one or more counterparts. Each such executed counterpart and facsimile, digital or electronic signatures shall be deemed to be an original, but all of which taken together shall constitute a single instrument.

20.15 Appropriation of Funds. SFA represents and warrants that it has received sufficient funding and allocation of funds to perform its obligations under this Agreement for the duration of the Initial Term. To the extent the SFA agrees to renew this Agreement in accordance with Section 3.1, the SFA represents and warrants that it will have received sufficient funding and allocation of funds to perform its obligations for such Renewal Term. SFA will pay all amounts hereunder that have accrued up to and including the effective date of any termination of this Agreement for all services provided hereunder, regardless of lack of funds or insufficient funds being appropriated to or budgeted by or for SFA for payment under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as a sealed instrument as of the respective dates written below.

**SUDBURY PUBLIC SCHOOLS**

By: 

Title: Director of Business & Finance

Date: 9/29/2022

**WHITSONS NUTRITION, LLC**

By: 

Title: CFO

Date: 9/29/2022

**APPENDIX A**

**Accounts Payable Cut-Off Schedule**

**Town of Sudbury Warrant Schedule**  
**FY23**

<u>Submit Date</u>	<u>Pay Date</u>
10/5/22	10/20/22
11/5/22	11/24/22
12/5/22	12/22/22
1/5/23	1/26/23
2/5/23	2/23/23
3/5/23	3/23/23
4/5/23	4/27/23
5/5/23	5/25/23
6/5/23	6/22/23
7/5/23	7/27/23

**TOWN OF SUDBURY**

**LEASE AGREEMENT**

ARTICLE I: SUMMARY

1.1 Key Terms

DATE OF LEASE: February 14, 2022

LANDLORD: SUDBURY PUBLIC SCHOOLS

LANDLORD'S ADDRESS: Sudbury Public Schools  
40 Fairbank Road  
Sudbury, MA 01776

TENANT: Sudbury Extended Day, Inc.

TENANT'S ADDRESS: 327 Concord Road  
Sudbury, MA 01776

BUILDING(S): The school buildings in the Town of Sudbury known as the Haynes Elementary School, Loring Elementary School, Nixon Elementary School, Noyes Elementary School and Curtis Middle School.

PREMISES: The specific areas within the Buildings, which shall be shared and used non-exclusively by Tenant in cooperation with Landlord, as set forth in Section 2.1

RENT: As set forth in Section 4.1 below

ARTICLE II: PREMISES

2.1 Premises. Landlord does hereby demise and lease unto Tenant the Premises, as described in Section 1.1 above, which shall include shared/non-exclusive use of only the following areas within the Buildings:

Haynes Elementary School – Cafeteria and Gymnasium  
Loring Elementary School - Cafeteria and Gymnasium  
Nixon Elementary School - Cafeteria and Gymnasium  
Noyes Elementary School - Cafeteria and Gymnasium  
Curtis Middle School – Cafeteria

Landlord may also provide for certain storage space for Lessee at each Building, which shall be designated by the school principal at each Building. It being understood and agreed that the



educational programs conducted by Landlord in the Buildings shall take primacy over and supersede any uses by Tenant hereunder, Landlord shall have the right to make revisions to the Premises throughout the Term of the Lease upon advance written notice to Lessee. Tenant may use Playgrounds adjacent to the Buildings, subject to the priority of Landlord's use and operations.

The Premises are delivered to Tenant and Tenant accepts the Premises in their present condition, "AS IS," it being agreed that Tenant has had an opportunity to examine and inspect the Premises in all respects, that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to do any work on, or make any improvements to the Premises or the condition thereof.

2.2 Permitted Use. Tenant shall use the Premises solely for the purpose of Student After School Structured Program, who are Sudbury residents in grades K-8 or non-resident students in grades K-8 enrolled in Sudbury Public Schools (the "Permitted Uses"), in accordance with the terms, conditions and limitations set forth in the Request for Proposals issued by the Sudbury Public Schools, which is incorporated herein and made a part hereof. Lessee's operation of a Program consistent with the Permitted Use is subject to approval by Landlord (the "Program").

2.3 Hours of Operation. Lessee shall operate its Program during the hours set forth in RFP 21-002 during each school year this Lease is in effect. Any operation of the Program outside of the Hours of Operation, including during designated school vacation weeks, must be set forth in the Program and approved in advance by the Sudbury Public Schools. The Lessee shall not operate when Sudbury Public Schools are closed due to inclement weather. Landlord reserves the right, in its discretion, to modify the hours of operation of the Program consistent with the Schools operations and educational programs.

2.4 Mutual Cooperation and Shared Use. Notwithstanding anything to the contrary in this Lease, Tenant will operate its Program on a shared basis with Landlord and other users of the Buildings within which it operates. Landlord and Tenant will mutually respect these shared uses and each agrees to reasonably cooperate with and make reasonable efforts to make any necessary day to day adjustments to the extent reasonably practicable. Should challenges or disputes arise related to mutual cooperation and shared use of the Premises, the parties agree to discuss the situation on a reasonably timely basis. Notwithstanding the foregoing, it is agreed that the educational programs conducted by Landlord in the Buildings shall take primacy over and supersede any uses by Tenant under this Lease. For the purpose of coordinating shared use of the Buildings, the principal in each school will be the primary contacts for Landlord. Tenant's Executive Director will be the primary contact for Tenant.

### ARTICLE III: TERM OF LEASE

3.1 Term. This Lease shall commence two business days prior to the first day of school at each of the Premises, 2022 (the "Commencement Date") and expire three business days after the last day of school, 2025 (the "Initial Term"), with the option to extend the term of the Lease for two (2) additional one (1) year terms (each, an "Extension Term"), for a total maximum term of five (5) school years, by giving Landlord written notice thereof sixty (60) days prior to the expiration of the then current term, subject, however, to Landlord's agreement to

extend the Lease, in its sole discretion. The Initial Term and, if exercised, all Extension Terms, are referred to herein as the "Term." A "Lease Year" shall be consistent with the school year for Sudbury Public Schools plus two business days before and three business days following the expiration thereof.

#### ARTICLE IV. RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefor and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the "Base Rent" and "Additional Rent," as such terms are defined below.

4.2 Base Rent. Commencing on the Commencement Date, Tenant shall pay a base rent in the amount of One Hundred One Thousand Dollars (\$101,000) per Lease Year, to be paid in nine equal monthly installments over the course of the school year, during the Term of this Lease (the "Base Rent"). If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent and other charges for such month shall be pro rated on a per diem basis. Base Rent shall increase automatically each Lease Year thereafter, on the anniversary of the Commencement Date, in accordance with the following Rent Schedule:

Year 2: \$102,000  
Year 3: \$103,000

Extension Terms, if option exercised

Year 4: \$104,000  
Year 5: \$105,000

4.3. General Rent Provisions. Rent shall be payable by Tenant to Landlord monthly in advance on the first day of each month during the Term of this Lease. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to the "Town of Sudbury" and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.4. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

#### ARTICLE V: UTILITIES

5.1. Delivery of Utilities. Landlord agrees to provide and pay for the ordinary use of all utilities to the Premises and for the general maintenance of the Premises.

5.2. Additional Utilities. In the event Tenant requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of Landlord and shall be installed in conformity with plans

and specifications provided by Tenant and approved by Landlord, said consent not to be unreasonably withheld.

5.3. Tenant Not to Exceed Capacity of Feeders or Wiring. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Premises or the wiring installations therein.

#### ARTICLE VI: ALTERATIONS AND ADDITIONS

6.1. Construction of Improvements. No capital and/or structural alterations or improvement can be made to the Premises by Tenant, and while Landlord may in its sole discretion make capital improvements to the Premises, Landlord makes no promise to do so hereunder.

6.2. Ownership of Improvements. All structural and/or capital alterations and additions to the Premises shall become the exclusive property of Landlord upon completion. All personal property of the Tenant removable without damage to the Premises shall remain the exclusive property of Tenant.

#### ARTICLE VII – USE OF PREMISES

7.1 Permitted Uses. Tenant shall use the Premises solely for the Permitted Uses. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit Tenant's employees, agents or invitees to commit waste to the Premises. Tenant agrees not to erect any signs on the Premises, including the exterior of the Building, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

7.2 Compliance with Laws, Regulations, and Codes. Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, offensive, or contrary to any federal, state or local law, regulations, codes and ordinances, including, but not limited to, those that relate to health and safety and those of the Board of Fire Insurance Underwriters.

7.3 Compliance with Landlord's Rules and Regulations. Tenant and Tenant's employees, agents, invitees and licensees shall observe and comply with all reasonable rules and regulations as established from time to time by Landlord with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.

7.4 Hazardous Materials. (a) Tenant will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et

seq. ("SARA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass.Gen.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass.Gen.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass.Gen.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass.Gen.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (the "Environmental Laws"), that are now or were related to that party's activity conducted in, or on the Property. Tenant will not maintain, generate, store, allow or bring on the Premises or transport or dispose of on or from the Premises any Hazardous Material.

(b) Tenant shall defend, hold harmless and indemnify Landlord from and assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities, and liabilities (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, demand, judgment, investigation or proceeding (including, without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of any Environmental Law) which is related to (i) the failure of any Tenant or its agents, employees, contractors, representatives, invitees, licensees, or anyone acting by and/or through Tenant (collectively, with Tenant, the "Tenant Parties") to comply with any Environmental Laws, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by any of the Tenant Parties on or about the Premises, except to the extent that the environmental conditions are caused by Landlord or its agents, employees, contractors, or representatives (collectively, with Landlord, the "Landlord Parties").

(c) As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, oil, any substance known by the state in which the Premises is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

(d) This Section shall survive the expiration or termination of this Lease.

7.5 Assignment and Subleasing. Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

## ARTICLE VIII – MAINTENANCE

8.1. Tenant's Responsibility. During the Term of this Agreement, Tenant shall bear the cost for the removal of trash and debris generated by its program activities. Tenant shall also ensure all materials, equipment, supplies, and any other property utilized by Tenant in carrying out its programs are cleaned up and stored at the conclusion of each program day in designated storage areas within the Premises. In the event that Tenant fails to so keep the Premises in an orderly fashion with property stored during non-program hours as required, Landlord shall notify Tenant of such failure and Tenant shall have no more than 24 hours to cure. If Tenant does not so cure within such 24 hours, Landlord may elect to cure, the cost of which shall be paid by Tenant upon demand, and Landlord may terminate this Agreement for cause. Upon expiration or earlier termination of this Agreement, Tenant shall remove all of its materials, equipment, supplies, and any other property utilized by Tenant in carrying out its programs and surrender the Premises to the Landlord in the same condition in which it existed as of the date of this Agreement (except for damage or other changed conditions not caused by or arising from Tenant's use, acts or omissions, or the acts and omissions of any of its agents, employees, volunteers, invitees, Tenants, and assigns), subject to reasonable wear and tear, and condemnation and casualty not resulting from the acts or omissions of Tenant or any of its agents, employees, volunteers, invitees, Tenants, or assigns. This provision shall survive the termination or expiration of this Lease.

8.2 No Obligation of the Town. Except as otherwise expressly provided herein, Landlord shall in no event be required to maintain or repair or to make any alterations, restoration, replacements, changes, additions or improvements to the Premises during the Term of this Lease.

## ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant shall, during the term hereof, defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature arising from: (a) the failure of Tenant to comply with any of the terms hereof, and (b) any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of any of the Lessee Parties. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

9.2. Release. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, its or their property

from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

The provisions of this Article shall survive any termination of this Lease.

#### ARTICLE X: INSURANCE

10.1. Landlord's Insurance. During the Term of this Lease, Landlord agrees to maintain a policy of insurance upon the Premise, with such deductibles as Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements.

10.2 Tenant's Insurance. Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Premises or any part thereof, policies of insurance for the benefit of such parties, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. Tenant shall furnish certificates evidencing each such insurance coverage to Landlord prior to the execution of this Lease (to the extent such insurance is appropriate at such time) and providing that the insurer shall give Landlord written notice at least thirty (30) days in advance of any termination, expiration or any and all changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and Tenant agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by Landlord of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of Tenant to any such kinds and amounts of insurance coverage.

(a) General Liability Insurance: A Comprehensive General Liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000.00. The policy shall name Landlord and the other Landlord Parties as additionally insured parties.

(b) Worker's Compensation Insurance: Tenant shall provide Workers' Compensation Insurance required by law and the Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$500,000.00 each accident; bodily injury by disease each employee of \$500,000.00; and bodily injury by disease policy limit of \$500,000.00, or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

(c) Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability of \$4,000,000.00. The Umbrella/Excess Liability insurance policy shall include but not be limited to the following coverages for bodily injury, property damage and personal injury: (i) Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned and hired vehicles. Landlord and the other Landlord Parties shall be named as additional insured.

10.3 Increases. Landlord shall have the right to require Tenant to increase the limits of the insurance set forth in Section 10.2 when, during the term of this Lease, minimum limits of

liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

10.4 Personal Property. Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of personal property of Tenant. Tenant agrees that it shall continuously keep its personal property from time to time located in, on or about the Premises, insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after Tenant enters the Premises, no less often than annually thereafter, and at any other time upon the request of Landlord, Tenant shall furnish to Landlord evidence of such continuous insurance coverage satisfactory to Landlord. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

10.5. General Requirements. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably. Without limiting Landlord's other rights under any other provisions of this Lease, if Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of ten (10) days following written notice by Landlord to Tenant thereof, then Landlord, without further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible for any loss or damage to Tenant's property on the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

#### ARTICLE XI: CASUALTY; EMINENT DOMAIN

(a) For the purposes of this Article XI, "substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect Tenant's ability to use of the Premises for the Permitted Uses.

(b) If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken by any public or quasi-public agency or authority other than Landlord for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the Permitted Uses, then this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(c) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking. Landlord shall make such repairs within a reasonable time, to the extent of its insurance proceeds and consistent with the Landlord's budgetary, appropriation and borrowing requirements and its obligation to comply with legal requirements relating to public building projects and public procurement.

(d) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's usual trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

## ARTICLE XII: TERMINATION; DEFAULT; SURRENDER

12.1 Default. It shall be an event of default if:

(a) Tenant shall default in the payment of Rent or any other sum herein specified and such default shall continue for thirty (30) days after written notice thereof;

(b) Tenant fails to maintain the insurance in the types and/or types set forth herein and the same is not cured within ten (10) after written notice thereof;

(c) Tenant shall fail to perform or comply with any of the other terms, covenants or conditions in this Lease and such failure shall continue for a period of forty-five (45) days after written notice from Landlord to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such forty-five (45) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such forty-five (45) day period and thereafter prosecutes the curing of such default with diligence (but in no event shall such additional period exceed ninety (90) days) (or any shorter period, if specified herein); or

(d) the occurrence of any of the following events: (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not



discharged within thirty (30) days; provided, however, in the event that any provision of this paragraph (c) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

12.2. Remedies. Upon the occurrence of an event of default, Landlord shall have the right thereafter, while such default continues, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any other remedy which may be available to Landlord. To the extent permitted by law, Tenant shall indemnify Landlord against all payments which Landlord may incur by reason of such termination during the residue of the Term. If Tenant shall default after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of any article of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as Additional Rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

12.3 Injunctive Relief. In the event of any breach or threatened breach by Tenant or Landlord of any of the agreements, terms, covenants or conditions contained in this Lease, the other party shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

12.4 Remedies Cumulative. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12.5 Termination without Cause. In the event Landlord determines, in its sole discretion, that before/after school care is no longer necessary or desired at the Buildings, Landlord may, upon 90 days written notice to Tenant, terminate this Lease, provided that if such notice is given during a school year, the termination shall be effective at the end of the of the school year in which such notice is provided, and further provided that, if appropriate, the terms of this Agreement will be modified via good faith negotiations to adjust for any cessation of use of one or more of the five Buildings set forth in the RFP.

12.6 Surrender. (a) Tenant, on the last day of the Term, or upon any earlier termination of this Lease, shall quit and peacefully surrender and deliver the Premises to the

possession and use of Landlord without delay and in good order, condition and repair (excepting only reasonable wear and tear and damage from a taking or from a fire or other casualty). The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing the day before the Commencement Date.

(b) Tenant shall remove from the Premises all personal property within thirty (30) days after the expiration or earlier termination of this Lease and shall repair at Tenant's sole cost any damage to the Premises caused by such removal, unless Landlord permits such property to remain. Tenant shall, at its expense, repair any and all damage to the Premises resulting from or caused by the removal of such property.

### ARTICLE XIII: MISCELLANEOUS

13.1. Changes in Lease. None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

13.2. Quiet Enjoyment. Landlord hereby warrants and covenants that, subject to all terms and conditions of this Lease, and so long as Tenant is not in default under this Lease, and subject to Landlord's shared use of the Premises, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.

13.3. CORI Forms. If Tenant will have unsupervised contact with children, as reasonably determined by Landlord, all of Tenant's agents, employees, volunteers, invitees, Tenants, and assigns who may enter upon the Premises or other property of Landlord shall be subject to a criminal background check (CORI) to the fullest extent required by applicable Massachusetts laws and regulations. To the fullest extent permitted by law, Tenant shall not allow or suffer the presence of any such agents, employees, volunteers, invitees, Tenants, and assigns on, in or about the Premises or any other property of Landlord whose background check reflects any prior criminal convictions, or whose background check reveals any activity that would cause a reasonable person to be concerned about such person having unsupervised conduct with children. Notwithstanding Landlord's involvement with any background checks (or lack thereof), Tenant shall remain responsible for the acts and omissions of all its agents, employees, volunteers, invitees, Tenants, and assigns. Notwithstanding anything to the contrary in this Agreement, any failure of Tenant to comply with the forgoing CORI provisions shall result in immediate termination by Landlord.

13.4. Holding Over. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance by Landlord of any payments made under this Lease, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month, which occupancy or use may at any time be terminated by either party by one (1) month's written notice to the other party.

13.5. No Waiver. No failure by either Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either Landlord or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by Landlord or Tenant of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13.6. Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.7. Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability. This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Sudbury shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

13.8. Notice. Any and all notices, demands, requests, approvals, or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as "Federal Express" (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to Tenant to:

Sudbury Extended Day, Inc.  
327 Concord Road  
Sudbury, MA 01776

or to such other address as Tenant may from time to time designate by written notice to Landlord, or if to Landlord addressed to:

Sudbury Public Schools  
40 Fairbank Road  
Sudbury, MA 01776  
ATTN: Superintendent

with a copy to: Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776  
ATTN: Town Manager

or to such other address as Landlord may from time to time designate by written notice to Tenant, or to such other agent or agents as may be designated in writing by either party. The earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

13.9. Landlord's Liability. Notwithstanding anything in this Lease to the contrary, in no event shall Landlord be liable for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this Lease, and in no event shall any damages of Landlord exceed the total cost of lease payments made hereunder by Tenant.

13.10. Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

13.11. No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or to make Landlord an associate in any way of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

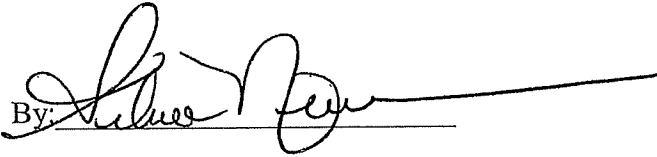
13.12. Tenant Request for Consent. Tenant shall reimburse Landlord for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by Tenant for Landlord's consent hereunder.

13.13. Massachusetts Law Governs. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:

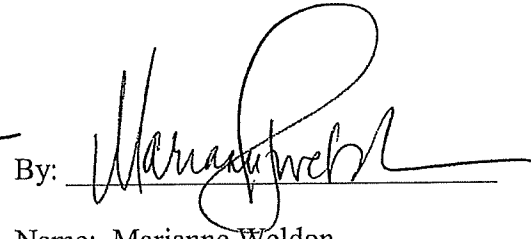
**SUDBURY PUBLIC SCHOOLS,**  
For Sudbury Public Schools  
SCHOOL COMMITTEE

By: 

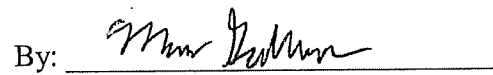
Name: Silvia Nersessian  
Title: Chair, Sudbury School Committee

TENANT:

**SUDBURY EXTENDED DAY, INC.**

By: 

Name: Marianne Weldon  
Title: Executive Director

By: 

Name: Marc Gallagher  
Title: President, Board of Directors

**TOWN OF SUDBURY**

*Lease of Space at Five Public School Buildings*

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PREMISES TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real Premises described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction Town of Sudbury  
[Name of Jurisdiction]

2. Complete legal description of the Premises:

The Premises consists of particular areas, as set forth in the Lease Agreement of five public school buildings in Sudbury known as the Haynes Elementary School, Loring Elementary School, Nixon Elementary School, Noyes Elementary School and Curtis Middle School.

3. Type of transaction:  Sale  Lease or rental for X [term]: 3-5

4. Seller(s) or Lessor(s): Sudbury Public Schools

Purchaser(s) or Lessee(s):

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real Premises described above.

*Note: If a corporation has, or will have a direct or indirect beneficial interest in the real Premises, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than 10 percent of the outstanding voting shares need not be disclosed.*

Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name	Title or Position
_____	_____
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real Premises transaction with the public agency named in Item 1. If the form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to Item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:   
Printed Name: Marianne Weldon  
Title: Executive Director  
Date: 3.17.22

**Sudbury Public Schools  
School Committee Meeting**

**Date: October 7, 2024**

**Agenda Item: 4f**

**Minutes (8/5/24, 8/19/24 and 9/9/24)**

**Recommendation:**

**Move to approve the Sudbury School Committee open session meeting minutes from the August 5, August 19 and September 9, 2024 meetings as presented / amended.**

**Background  
Information:**

**Attachments:**

**080524\_Sudbury School Committee Minutes\_DRAFT**

**081924\_Sudbury School Committee Minutes\_DRAFT**

**090924\_Sudbury School Committee Minutes\_DRAFT**

**Action: XX Report: Discussion: XX**



Sudbury School Committee  
Meeting Minutes - DRAFT  
August 5, 2024

**Members Present:**

Nicole Burnard, Chair  
Meredith Gerson, Vice Chair  
Karyn Jones  
Mandy Sim  
Mary Stephens

**Also Present:**

Brad Crozier, Superintendent  
Don Sawyer, Director of Business and Human Resources  
Annette Doyle, Assistant Superintendent  
Chief Scott Nix, Sudbury Police Department

**Executive Session**

Chair Nicole Burnard opened the executive session at 7:00 p.m. She performed a roll call and made an announcement that the session is being recorded, shared live for the public to see and hear and there should be no expected right to privacy, as this is a public forum. Meredith Gerson, Mandy Sim, and Nicole Burnard all affirmed in the positive.

1. Motion and vote to convene in executive session pursuant to Massachusetts General Laws chapter 30A section 21(a) for the following purpose:
  - a. Purpose (4) to discuss the deployment of security personnel or devices, or strategies with respect thereto.
  - b. Purpose (7) to review and approve minutes from the Sudbury School Committee executive session meeting of July 8, 2024.
    - i. Vice Chair Meredith Gerson moves to convene into executive session pursuant to Massachusetts General Laws chapter 30A section 21(a) for the following purposes. Purpose 4 to discuss the deployment of security personnel or devices, or strategies with respect thereto and purpose 7 to review and approve minutes from the Sudbury School Committee executive session meeting of July 8, 2024. Mandy Sim seconded the motion.
      1. ROLL CALL VOTE:
        - a. Meredith Gerson: Aye
        - b. Mandy Sim: Aye
        - c. Nicole Burnard: Aye
      - i. **Vote: 3-0.** Motion carries.
    - ii. Chair Nicole Burnard confirmed that the Committee will enter into executive session pursuant to Massachusetts General Laws chapter 30A section 21(a) for the following purposes. Purpose 4 to discuss the deployment of security personnel or devices, or strategies with respect thereto and purpose 7 to review

and approve minutes from the Sudbury School Committee executive session meeting of July 8, 2024 and will return to Open Session.

### **Regular Session Meeting**

Chair Nicole Burnard opened the regular session meeting at 7:32 p.m. She performed a roll call and made an announcement that the session is being recorded, shared live for the public to see and hear and there should be no expected right to privacy, as this is a public forum. Karyn Jones, Mary Stephens and Nicole Burnard all affirmed in the positive.

1. Public Comment
  - a. None
  
2. Special Matters
  - a. School Safety Update, Chief Scott Nix
    - i. Chief Nix gave an update on Sudbury Police Department staffing. He also highlighted the strengths of the statewide ALERT program. This initiative fosters collaboration between police and fire departments, to ensure a coordinated response to active shooter events.
    - ii. The Bruce Freeman Rail Trail is slated for opening by the end of the month.
    - iii. Questions surrounded the collaboration with the Sudbury Police Department and the Say Something program.
  
3. Educational and Operational Matters
  - a. District Reports
    - i. Director of Business and Human Resources Report
      1. The Business Office is in the process of closing FY24 while revising the FY25 budget to account for new hires and changes in staff.
      2. An update on where ARPA funding is being allocated includes the SMILE program, SEL salaries and classroom equipment.
    - ii. Assistant Superintendent Report
      1. The SMILE, Explore and ESY programs celebrated their day last with community partners including Sudbury Fire, Sudbury Police, Goodnow Library and the DPW. They also collected food for the pantry. Mrs. Doyle thanked all the teachers and leaders in the program for their hard work and dedication over the summer.
      2. Prepping for New Teacher Orientation is underway.
    - iii. Superintendent's Report
      1. Superintendent Crozier shared that staffing for the new school year is still underway.
      2. He was appointed to the state's Artificial Intelligence Taskforce, led by DESE, which focuses on developing policies and providing professional training related to AI.
      3. Questions from the Committee included how many people are appointed to the taskforce.

4. Business and Policy Matters

a. FY24 End of Year Budget Report

- i. Mr. Sawyer reviewed recommendations and year to date transfers as well as budget detail.
- ii. Clarification on transfers was provided.
- iii. The Committee's questions focused on the approval date of transfers, teacher salary adjustments, clarification of category breakdowns, and details regarding budget transfers.
  1. Vice Chair Meredith Gerson moves to approve the Q4 Fiscal '24 transfers as presented. Mandy Sim seconded the motion.

a. ROLL CALL VOTE

- i. Meredith Gerson: Aye
- ii. Mandy Sim: Aye
- iii. Karyn Jones: Aye
- iv. Mary Stephens: Aye
- v. Nicole Burnard: Aye

1. **Vote: 5-0.** Motion carries.

b. ACCEPT and CASE Q4 Report

- i. No action required. The Collaborations are required to submit their reports on a quarterly basis. The CASE report will be presented at a future meeting.

c. Curtis Gift Approval

- i. The Curtis Parent Organization would like to make a donation of a disc golf course.
- ii. The Committee sought clarification on the locations of the accessible holes and raised questions regarding accessibility for students. Concerns were discussed about whether all holes are accessible for students who use wheelchairs.
  1. Vice Chair Meredith Gerson moves to approve a gift from the Curtis PTO of a golf disc course in the amount of \$1,409.98 with gratitude. Mandy Sim seconded the motion.

a. ROLL CALL VOTE

- i. Meredith Gerson: Aye
- ii. Mandy Sim: Aye
- iii. Karyn Jones: No
- iv. Mary Stephens: Aye

1. **Vote: 3-1.** Motion carries.

d. Appointment of School Committee Representative to Educational Collaboratives, (CASE and ACCEPT)

- i. Superintendent Crozier shared that each year the School Committee needs to vote to appoint him as the representative for both CASE and ACCEPT Collaboratives. He has represented both for the last 6 years.

1. Vice Chair Meredith Gerson moves to appoint Brad Crozier as the Sudbury School Committee representative to the CASE Educational Collaborative. Mandy Sim seconded the motion.

a. ROLL CALL VOTE

- i. Meredith Gerson: Aye
- ii. Mandy Sim: Aye
- iii. Karyn Jones: Aye
- iv. Mary Stephens: Aye
- v. Nicole Burnard: Aye

1. **Vote: 5-0.** Motion carries.

- 2. Vice Chair Meredith Gerson moves to appoint Brad Crozier as the Sudbury School Committee Representative to the ACCEPT Educational Collaborative. Mandy Sim seconded the motion.

a. ROLL CALL VOTE

- i. Meredith Gerson: Aye
- ii. Mandy Sim: Aye
- iii. Karyn Jones: Aye
- iv. Mary Stephens: Aye
- v. Nicole Burnard: Aye

1. **Vote: 5-0.** Motion carries.

e. Hybrid Meeting Discussion

- i. The Committee discussed the advantages of both hybrid and in-person meetings. Noting that hybrid meetings offer flexibility for those who prefer to participate from home, while in-person meetings foster relationship-building and collaboration. The Committee also discussed the various types of hybrid meetings and clarified their different formats and benefits.
- ii. Superintendent Crozier will look into the technical details and seek clarification on the installation plan and timeline for the SPS conference room's live streaming capability. A Committee member requested that discussions on hybrid meetings continue.

f. Liaison Reports

- i. The Select Board had an ARPA fund recap. In addition, the potential for child care questions may be posed to Committee members.
- ii. The SPS website is currently being updated and a few links are temporarily unavailable.

5. Adjournment

- a. Chair Nicole Burnard moved to adjourn the meeting at 9:24 p.m. Meredith Gerson seconded the motion.

i. ROLL CALL VOTE

- 1. Meredith Gerson: Aye
- 2. Mandy Sim: Aye
- 3. Karyn Jones: Aye
- 4. Mary Stephens: Aye
- 5. Nicole Burnard: Aye

a. **Vote: 5-0.** Motion carries.

Respectfully Submitted,  
Julie Williams

Executive Assistant to the Superintendent

**Documents Reviewed During the August 5, 2024 School Committee Meeting**

1. **Memo\_SC\_FY24 Q4 Budget Forecast\_240630**
2. **BoD Quarter Four 23-24**
3. **CPO - Golf Disk Gift Donation**

Sudbury School Committee  
Meeting Minutes - DRAFT  
August 19, 2024

**Members Present:**

Nicole Burnard, Chair  
Meredith Gerson, Vice Chair  
Karyn Jones  
Mandy Sim  
Mary Stephens

**Also Present:**

Brad Crozier, Superintendent  
Don Sawyer, Director of Business and Human Resources  
Annette Doyle, Assistant Superintendent  
Sandra Duran, Combined Facilities Director

**Regular Session Meeting**

Chair Nicole Burnard opened the meeting at 7:01 p.m.

1. Public Comment
  - a. Kay Bell, Sudbury resident, asked the Committee to reconsider their decision on hybrid meetings.
  - b. Karyn Jones, Sudbury resident, not representing her role on the Sudbury School Committee, shared that SED was celebrating their 40th anniversary and mentioned women's equality proclamation day.
2. Educational and Operational Matters
  - a. District Reports
    - i. Director of Business and Human Resources Report
      1. Onboarding of new staff continues.
      2. Bus routes are almost finalized and bus passes are being sent later this week. In addition bus routes will be published online.
      3. Questions from the Committee surrounded whether there are any concerns about bus staffing.
    - ii. Assistant Superintendent Report
      1. Congratulations to Michael Neagle who was selected as a representative for all of Massachusetts to join the United States Institute of Peace's 2024 cohort of Peace Teachers.
      2. An update on both summer curriculum work and the Say Something Sandy Hook Promise program were shared.
      3. Questions surrounded the training for children and how long the funding grant for the program lasts.
    - iii. Superintendent's Report
      1. A school readiness update was provided with the Sudbury Fire Department testing fire alarms, kitchens and sporting equipment.

2. Hiring is nearly complete for certified staff.
3. Business and Policy Matters
    - a. Introduction of Cindy Marchand, Interim Noyes Principal
      - i. Ms. Marchand provided a brief background on the roles she has had and the schools she has worked in.
      - ii. The Committee welcomed Cindy to SPS.
    - b. Medication Delegation Application
      - i. Vice Chair Meredith Gerson moves to approve the application for School Personnel to administer EpiPens and for the lead nurse to delegate medication permissions and to authorize the Chair of the School Committee to sign. Mandy Sim seconded the motion. **All in favor.**
        1. Questions from the Committee surrounded whether this application is supported by the Sudbury Board of Health.
    - c. FY25 Budget Reset
      - i. Mr. Sawyer reviewed final budget revisions with the Committee.
      - ii. Vice Chair Meredith Gerson moves to approve the FY25 Revised General Fund Operating Budget as amended. Mandy Sim seconded the motion. **All in favor.**
        1. Questions surrounded enrollment projections, clarification on base budget and initiatives, circuit breaker, professional development and operations / maintenance.
    - d. CASE Collaborative Q4
      - i. Collaborations are required to submit their quarterly reports with participating districts. No action required by the Committee.
    - e. Capital Projects Update
      - i. An update on the resurfacing of the Loring playground was provided.
      - ii. Recent Small Cap projects include carpet replacements at Loring, Nixon, Noyes, and Haynes; tile replacement at Curtis; painting; and the design phase for the Noyes school paging and bell system. Additionally, funding has been completed for door replacements and updates to classroom instructional equipment.
      - iii. Disability Grant funds will be used to update public address and listening systems.
      - iv. Questions from the Committee surrounded the amount of controls not covered.
      - v. Ms. Duran spoke to the Committee about the HVAC projects and the challenges with why there is an urgency for the project to be completed.
      - vi. The MSBA has invited Mr. Sawyer, Ms. Duran, and Superintendent Crozier to a meeting regarding the Nixon and Haynes school roofs, along with scheduled site visits to both schools.
      - vii. The discussion included clarifying questions about bid pricing, engineers' concerns regarding the current HVAC systems, and the timeline for discovering additional necessary work. The Committee also sought clarification on the estimated design costs and the expected completion date of the facility condition assessment.
      - viii. A recommendation was made to have the Chair, Nicole Burnard, write to the Select Board to consider ARPA funds.

1. Vice Chair Meredith Gerson moves to authorize Nicole Burnard as Chair of the Sudbury School Committee to write and send a communication in support of ARPA funds allocation to SPS HVAC projects in the amount of \$100,000.00. Mandy Sim seconded the motion. **All in favor.**
- f. Future Agenda Items
  - i. Discussion of District Goals and to revisit changing Communications from Liaison to Subcommittee were recommended.
- g. Monthly Accounts Payable and Payroll Warrants Submission
  - i. No further action required by the Committee.
- h. Minutes (7/22/24)
  - i. Vice Chair Meredith Gerson moves to approve the Sudbury School Committee regular session meeting minutes from July 22, 2024 as amended. Mandy Sim seconded. **All in favor.**
    1. Recommended changes were made and agreed upon.
4. Adjournment
  - a. Chair Nicole Burnard moved to adjourn the meeting at 8:47 p.m. Mandy Sim seconded the motion. **All in favor.**

Respectfully Submitted,  
Julie Williams  
Executive Assistant to the Superintendent

**Documents Reviewed During the August 19, 2024 School Committee Meeting**

1. school-mcsr-signature-page-2023
2. Epinephrine Application 2022
3. Memo\_SC\_FY25 Revised GF Budget\_240816
4. CASE Collaborative Q4 Update (06.2024)
5. SC Meeting Warrant Summary - 081524
6. 072224\_Sudbury School Committee Minutes\_DRAFT



Sudbury School Committee  
Meeting Minutes - DRAFT  
September 9, 2024

**Members Present:**

Nicole Burnard, Chair  
Meredith Gerson, Vice Chair  
Karyn Jones  
Mandy Sim  
Mary Stephens

**Also Present:**

Brad Crozier, Superintendent  
Don Sawyer, Director of Business and Human Resources  
Annette Doyle, Assistant Superintendent  
Melissa Morabito, SEA Representative

**Executive Session**

Chair Nicole Burnard opened the executive session at 7:00 p.m.

1. Executive Session

- a. Motion and vote to convene in executive session pursuant to Massachusetts General Laws chapter 30A section 21(a) for the following purpose:
  - i. Purpose (3) to discuss strategy with respect to and in preparation for collective bargaining or litigation with the Nurses' Union, because an open discussion may have a detrimental effect on the bargaining position of the Committee.
  - ii. Purpose (7) to review and approve minutes from the Sudbury School Committee executive session meeting of August 5, 2024.

1. Vice Chair Meredith Gerson moves to convene in executive session pursuant to Massachusetts General Laws chapter 30A section 21(a) for the following purposes. Purpose 3 to discuss strategy with respect to and in preparation for collective bargaining or litigation with the Nurses' Union, because an open discussion may have a detrimental effect on the bargaining position of the Committee and purpose 7 to review and approve minutes from the Sudbury School Committee executive session meeting of August 5, 2024. Mandy Sim seconded the motion.

a. ROLL CALL VOTE

- i. Meredith Gerson: Aye
- ii. Mandy Sim: Aye
- iii. Mary Stephens: Aye
- iv. Karyn Jones: Aye
- v. Nicole Burnard: Aye

1. **Vote: 5-0.** Motion carries.

2. Chair Nicole Burnard confirmed that the Committee will enter into executive session pursuant to Massachusetts General Laws chapter 30A

section 21(a) for the following purposes. Purpose 3 to discuss strategy with respect to and in preparation for collective bargaining or litigation with the Nurses' Union, because an open discussion may have a detrimental effect on the bargaining position of the Committee and purpose 7 to review and approve minutes from the Sudbury School Committee executive session meeting of August 5, 2024 and will return to Open Session.

2. Regular Session Meeting

Chair Nicole Burnard opened the regular session meeting at 7:30 p.m.

3. Public Comment

- a. Katelyn Griffin, Hudson resident and Sudbury Public School employee, advocated for parity for Sudbury School Nurses.
- b. Kay Bell, Old Lancaster Road, Sudbury, shared her thoughts on the Combined Facilities MOA agenda item.
- c. Pat Guthy, Sudbury resident, asked the Committee to consider a hybrid option for their meetings.

4. Educational and Operational Matters

a. SEA Report (Melissa Morabito)

- i. Ms. Morabito highlighted what staff are excited about for the upcoming school year, including learning the new IEP system, participating in the ELA pilot, building strong connections with students, witnessing student growth and progress, pursuing continuing education, collaborating with team members, strengthening relationships with families, and working with colleagues to bring fun and positivity to both staff and schools.

b. District Reports

i. Director of Business and Human Resources Report

1. Buses are off to a good start to the school year. They are fully staffed and minor adjustments are being made as things get settled. Currently 1,763 students are riding the bus (1,103 at the elementary level and 660 at the middle school level.)
2. The revised budget approved during the August 19, 2024 School Committee Meeting has been submitted to the town.
3. First quarter reports for FY25 are being prepared.
4. Questions from the Committee surrounded potential concerns about a strike by First Student.

ii. Assistant Superintendent Report

1. Safety Review is part of the first ILAP day. This covers intruder training, introduction to the Say Something Anonymous Reporting System and suicide prevention awareness training. Mrs. Doyle thanked Betsy Grams for her collaboration in helping to plan the training.
2. Open Houses for all schools are coming up.

3. The METCO Showcase is on September 21, 2024 in Boston. Leslie Smart and Mrs. Doyle will be representing Sudbury hoping to recruit new families.
      4. Questions surrounded the number of students we are trying to recruit.
    - iii. Superintendent's Report
      1. Superintendent Crozier has made school visits that include the Pre K program both at Nixon and Noyes as well as Curtis Middle School.
      2. A reminder to the community that school is now open and to please slow down and drive with caution.
      3. The HVAC contract for Curtis and Haynes was signed following the approval of ARPA funding.
      4. Both EEE and West Nile Virus has been detected in mosquitos in Sudbury. Spraying around the town as well as the perimeter of each school has been conducted. Spraying may continue until the first hard frost.
      5. The Committee questioned the spraying schedule and shared their thanks for being proactive in this matter. Superintendent Crozier shared his thanks to Vivian Zeng, Sudbury Health Director.
5. Business and Policy Matters
  - a. MSBA Timeline
    - i. Superintendent Crozier reviewed the timeline for the MSBA funding project.
    - ii. He shared key dates and informed the Committee that SPS had both a call and a site visit from MSBA. The next step is to be accepted into the program. That will be determined towards the end of October.
    - iii. Clarifying questions from the Committee surrounded additional funding while we wait for the decision and costs related to an MSBA Project Manager.
  - b. Grant Assurances
    - i. These are standard assurances done yearly. This is the first time the School Committee has been asked to sign off on them.
      1. Vice Chair Meredith Gerson moves to approve the Chair of the School Committee, Nicole Burnard, to sign the Conditions of Assistance:IDEA Part B Funding Certifications on behalf of the School Committee. Mandy Sim seconded the motion. **All in favor.**
  - c. Short and Long-Term Capital Planning
    - i. All capital items are due to the town by October 11, 2024.
    - ii. We will be using the Facilities Condition Assessment Report to align capital.
    - iii. Meetings with facilities staff have occurred to review the capital plan.
    - iv. The next few School Committee meetings will include a review of capital projects.
    - v. Questions surrounded what cost information that will be used, whether facilities are still reviewing estimates not included in the conditions assessment report, if facilities will be reporting to the School Committee, and if roof design will be considered while we wait to hear from MSBA.

- d. SED Additional Space Discussion
  - i. Sudbury Extended Day is looking for additional space to expand their programming.
  - ii. Superintendent Crozier shared the structure of the lease agreement.
  - iii. Questions from the Committee surrounded signatory changes on the agreement, wait lists, interest from other third party vendors using the space, timeline for discussing the new SED contract and space being used at Loring.
  - iv. Comments included the desire to see this as an amendment to the original contract.
    - 1. Vice Chair Meredith Gerson moves to authorize Brad Crozier to execute additional space agreement with SED at Haynes and Loring at the rate consistent with the original lease agreement. Mandy Sim seconded the motion. **All in favor.**
- e. Combined Facilities MOA
  - i. The structure of the Combined Facilities Memorandum of Agreement was discussed.
  - ii. Questions and discussion surrounded whether to modify the agreement for increased collaboration, the necessity of a full-time facilities director for SPS, potential impacts on the town budget from restructuring, and understanding the current allocation of time. Additionally, clarification was asked about whether all efforts have been made to make the existing MOA effective, the need for data on efficiencies and benefits of a shared position, identifying areas that are not working well, and concerns regarding budget line items that SPS cannot control.
  - iii. Additional discussion surrounded how often meetings occur between SPS, Facilities and the Town and whether facilities can present on this topic in the future.
  - iv. The Committee tasked Business and Human Resources Director, Don Sawyer, with the responsibility of identifying facility needs and outlining the workload of the facilities director at SPS. This includes comparing larger projects at SPS with those in the town, reviewing previous projects, capital projects, and clarifying the roles of the facilities director versus the combined facilities director.
- f. Liaison Reports
  - i. The SPS website is updated and all links are now working.
  - ii. The MASC/MASS conference is coming up in November.
  - iii. SEPAC had their first meeting of the year and they will be present at all open houses.
  - iv. LSRHS recently reviewed their goals. Those similar to SPS' include student / staff well being; SEL; cell phone use policy and subcommittee / liaison updates.

6. Adjournment

- a. Chair Nicole Burnard moved to adjourn the meeting at 9:38 p.m. Meredith Gerson seconded the motion. **All in favor.**

Respectfully Submitted,  
Julie Williams

Executive Assistant to the Superintendent

**Documents Reviewed During the September 9, 2024 School Committee Meeting**

1. **Timeline for the MSBA Accelerated Repair Project Funding**
2. **COA\_School Certification**
3. **SED Additional Space Lease Agreement\_1 Year\_240823**
4. **Facilities MOA**