

AMENDED AND RESTATED
EDUCATIONAL SERVICES AGREEMENT

AGREEMENT between the SCHOOL COMMITTEE OF THE TOWN OF HARVARD, MASSACHUSETTS, (the "Committee") and the MASSACHUSETTS DEVELOPMENT FINANCE AGENCY acting as the DEVENS SCHOOL DISTRICT (the "District") to provide educational services for residents of the Devens Regional Enterprise Zone ("Devens") entered into as of June 13, 2014 and having an effective date of July 1, 2015 (the "Agreement").

RECITALS

WHEREAS, the Massachusetts Development Finance Agency ("MassDevelopment"), a body politic and corporate was created and established under Chapter 23G of the Massachusetts General Laws, successor to the Government Land Bank under Chapter 289 of the Acts of 1998; and

WHEREAS, MassDevelopment, pursuant to Chapter 498 of the Acts of 1993, as amended (the "Act"), has been designated as the public agency responsible for the redevelopment, reuse, and operation of the Devens Regional Enterprise Zone, located in Devens, Massachusetts ("Devens"), including without limitation, the provision of educational services to persons residing at Devens; and

WHEREAS, MassDevelopment has, pursuant to the Act, established the District, which has determined that for the term of the Agreement, educational services for the residents of Devens in grades Pre-Kindergarten through Twelve shall be provided through the facilities of the Harvard Public Schools, except as otherwise provided herein; and

WHEREAS, the Committee and the District entered into an Agreement to provide educational services for residents of Devens dated as of July 1, 2012, and the Committee and the District now desire to amend and restate such Agreement effective as of July 1, 2015 as is set forth herein,

NOW THEREFORE, the Committee and the District (collectively the "Parties"), each hereby agree as follows:

Section One. The Committee shall administer, deliver, and provide public education services for pupils in grades Pre-Kindergarten through Twelve who are residents of Devens and for all such residents up to age twenty-two (22) where services for such residents are required by applicable provisions of federal or state law, or both, in accordance with the terms of this Agreement.

The Committee shall only have an obligation to provide public school education services, including but not limited to Early Intervention services, so called, for pupils below the kindergarten level in cases where services for such pupils are required by

federal or state law, or both. As to any such pupil resident of Devens for whom such services are not so required, the Committee shall make them available on the same terms as if such pupils were residents of the Town of Harvard, Massachusetts.

For the purposes of any applicable general or special law, except as otherwise provided or necessarily implied otherwise herein, the Harvard Public Schools shall serve as the district of residence for all such pupils, and the local education agency for pupil residents in Devens who are attending Harvard Public Schools under this Agreement. To the extent required by this Agreement, the Committee shall comply with all applicable state and federal laws as if the Town of Harvard (the "Town") were the district of actual residence of such residents of Devens.

Section Two. Tuition, costs, and expenses to be paid on behalf of residents of Devens for whom the Committee administers public education services pursuant to Section One in required special education programs and in grades Pre-Kindergarten through Twelve under the jurisdiction of the Committee shall be paid in four equal installments to the Committee by the District on or before the following dates and pursuant to statements or invoices to be issued by the Committee: October 30, December 30, March 15, and June 15. Payments shall be processed according to the procedures set forth in that certain Memorandum dated June 9, 2014 and attached hereto and made a part hereof as Exhibit A. The terms of Exhibit A shall be reviewed in June of each year and shall be subject to modification, if appropriate, based upon mutual agreement of the Parties. Payments hereunder shall be made by the District to the Committee as follows:

(a) Tuition for Students in Grades Kindergarten Through Twelve: The District agrees to pay per pupil tuition to the Committee for students in grades Kindergarten through Twelve which shall equal the "per pupil expenditure" for the Town for the prior school year as calculated and published by the Department Elementary and Secondary Education (the "Department"). For school year 2013-2014, the per pupil expenditure for the Town was \$14,691.

The tuition to be paid by the District for Kindergarten students shall entitle such students to attend full-day Kindergarten without additional cost or expense.

(b) Tuition for Students in Pre-Kindergarten. Devens residents shall bear the cost of tuition for Pre-Kindergarten students and transportation for Pre-Kindergarten students. The Committee shall charge tuition to Devens residents in the same amount as is charged to Harvard residents. For school year 2013-2014, the tuition charge for Pre-Kindergarten students enrolled in the half-day program was \$4,500 and \$6,000 for the full-day program.

(c) Tuition for Special Education Students. Tuition for Pre-Kindergarten to grade 12 special education students from Devens attending the Town's school system shall be paid by the District on an actual cost basis. The District agrees to pay the actual dollar costs of all out-of-district placements and transportation for the District's special education students who are enrolled in the Harvard Public

Schools to the extent required by law. Devens resident students placed out-of-district shall not be charged the "per-pupil expenditure" tuition in addition to the actual cost described above. The District shall, however, pay to the Committee an administrative fee of \$5,000 per out-of-district student.

In addition, for in-district special education students requiring individualized support over and above those generally provided by the Committee, including but not limited to, one-to-one teacher assistants, family or individual therapies, nursing care, independent evaluations and consultations, additional direct salary and expenses required by other federal or state regulations such as 504 or ELL services (collectively, such services shall be referred to herein as "Individualized Support"), the District shall pay to the Committee the following percentage of the cost of in-district Individualized Support:

School Year 2014-2015: 100%

School Year 2015-2016: 60%

School Year 2016-2017: 30%

School Year 2017-2018 and for the remainder of the term of this Agreement: No additional cost to the District

The cost of in-district Individualized Support shall be determined by the Massachusetts Department of Elementary and Secondary Education Special Education Template.

For in-district Pre-Kindergarten special education students requiring Individualized Support, the cost thereof as described in this section shall be in addition to the then-applicable tuition rated charged to residents.

Notwithstanding the above, the Committee shall seek reimbursement for eligible Devens Special Education students pursuant to the so-called "circuit breaker" program pursuant to M.G.L. Chapter 71B, Section 5(a) and the Committee shall issue a credit to the District for all such funds received. In the event any such funds are received by the Committee after the termination of this Agreement, the Committee shall pay such funds to the District.

(d) Transportation. The Committee shall provide transportation for Devens resident pupils as prescribed by state statute. The District shall reimburse the Committee for the full actual cost of transportation of Devens resident pupils, without mark-up. Annually, the Committee shall inform the District of its transportation service plan by May 1. The District may choose to seek alternative transportation for Devens resident pupils in which case they will so notify the Committee by June 1. For the school year 2014-2015, actual transportation costs were \$52,210. Subsequent to the termination of this Agreement, neither the District, nor the Committee, will provide transportation to Harvard for regular education students. In the event that transportation of Devens resident students also includes transportation of Harvard resident students (shared buses, for

example), then the cost of such shared transportation shall be proportionately shared pro-rata between the Committee and the District based upon the number of students sharing transportation.

(e) Per pupil tuition and any other financial obligations of the District with respect to any pupil's enrollment, and the amount of any payment by the District on account of any such pupil or pupils shall be pro-rated on the basis of the actual number of school days during which such pupil or pupils were enrolled in the Committee's school system. Calculation of such obligations shall be made according to the Memorandum attached as Exhibit A.

(f) Capital Needs/Improvements. In addition to the above, the District shall pay the Committee on or before October 30 of each school year during the term of this Agreement, \$20,000 per school year for capital needs/improvements. The Committee shall report to the District on the use of such funds paid by the District.

Section Three. Not later than October 15 of each year, the Committee shall notify the District, for each enrolled pupil, of the full name, address, enrollment date, educational placement location, grade level, parents or legal guardian and any other reasonably related information regarding each enrolled pupil that the District may reasonably request, and which the Committee may lawfully release. The Committee agrees to provide an update of this information as of the fifteenth of January, April and June, thereafter. In addition, the Committee agrees to notify the District, not later than April 15 of each year, of the total estimated number of pupils expected to be enrolled in the Harvard school system from the District in the following school year, by grade level and expected educational program placement. The Committee shall be responsible for compliance with all applicable statutory and regulatory parental notice and consent requirements that may pertain to the Committee's obligations under this Section.

Section Four. The Committee acknowledges and agrees that it has the same obligation to provide truancy protections in connection with pupils under its jurisdiction who are resident in Devens that it has with respect to pupils who are residents in the Town.

Section Five. Upon the execution of this Agreement, the District shall appoint one representative of the District to serve as a non-voting, ex-officio observer to the Committee. The observer will receive all information presented to the School Committee including notices of meetings and pre-meeting informational packets as may be prepared by the Harvard Public Schools administration. The observer will be entitled to participate in the discussions at school committee meetings in all areas during public sessions, except as may be precluded by law. Participation at School Committee meetings held in executive session shall be as allowed by law and at the discretion of the chair of the Harvard School Committee. The initial appointments under this Section shall expire on June 30 of the year following such appointment. Subsequent appointments shall be effective as of July 1 of each year and expire on June 30 of the following year.

Vacancies in the position of observer may be filled for the remainder of the then current term.

Section Six. The District shall have the right to review and audit regular and special education programs and costs associated with evaluations and special education programs provided to Devens students. The Committee shall notify the District of any “team meeting” in which a Devens student’s special education team considers placing the student in an out-of-district placement. A representative of the District shall be entitled to attend such meetings provided the Devens representative who attends Team meetings meets the requirements of “authorized school personnel” as established by Student Records Regulations. The Committee shall notify the District of any notification it receives from a Devens parent of the parent’s intent to unilaterally place their child in a private school and seek reimbursement of tuition and costs from the District and/or the Committee pursuant to applicable law. The District reserves its right to defend itself in any proceeding brought against it under federal or state laws pertaining to students with disabilities. The District will indemnify the Committee for any and all costs associated with Harvard’s defense of a Harvard IEP, including Harvard’s own legal fees and related expenses and for the costs incurred by the parents in the event that the parents are deemed as the “prevailing party” for purposes of attorney’s fees and related expenses. The district will pay Harvard’s reasonable attorney’s fees for any matter associated with Devens special education students, including general legal representation such as opinion letters, participation in mediation or resolution sessions, participation at TEAM meetings if appropriate, and any other legal costs attributable to Devens special education students.

Section Seven. The initial term of this Agreement shall begin on July 1, 2015 end on the last day of the fifth (5th) school calendar year (2020). This Agreement shall automatically renew for additional terms of one school calendar year after the initial term. After the end of the initial term, either party may elect not to renew this Agreement by providing written notice to the other by July 1, two school calendar years prior to the effective date of the non-renewal, e.g. a party must deliver notice by July 1, 2020 to terminate the Agreement on June 30, 2022.

The District agrees to make available annually to the Committee each April 1 a detailed report outlining current census, the number and type of housing units certified for occupancy, the number of units for which building permits have been issued, the status and projected timetable of construction of said units, and the number of units currently on the real estate market.

Devens students who are enrolled in the Harvard Public Schools at the time of the termination of this Agreement shall be entitled to continue to attend Harvard Public School until the student graduates from high school or is otherwise no longer entitled to a public education under state and federal law. The Committee shall be compensated based on the aforementioned per pupil expenditure rate plus any additional special education costs for all enrollment periods. All other fiscal responsibilities on the part of the District outlined in this contract shall remain in effect for such students except and excluding provisions for capital expenditures, and regular education transportation.

Section Eight. The Committee shall ensure the attendance of a school administrator, including but not limited to the superintendent or principal, at meetings of the Devens Education Advisory Council ("DEAC"), which are held at least quarterly, upon the request of DEAC. DEAC shall seek a mutually agreeable meeting date, time, and location and provide a meeting agenda or topics for discussion, and so notify the Superintendent.

Section Nine. In the event that the Massachusetts Development Finance Agency is replaced by another entity that is responsible for the education of persons who reside within the Devens Regional Enterprise Zone, including without limitation an incorporated municipality, then this Agreement shall be assigned to such other entity without requiring further consent or approval of the parties hereto.

This Agreement is entered into as of the date hereinabove first written and sets forth full our undertaking and such undertaking shall not in any way be modified, amended, amplified or limited except by an instrument in writing signed by or on behalf of the parties hereto.

(Remainder of page intentionally left blank. Signature page follows.)

FOR THE HARVARD SCHOOL COMMITTEE:

Suzanne Mary Redingo
Name

6/13/14
Date

FOR THE DEVENS SCHOOL DISTRICT:

G A Ramirez
Name

6/13/14
Date

George A. Ramirez

Approved as to form

W F. [Signature]
Agency Counsel



39 Massachusetts Avenue • Harvard, Massachusetts • 01451
(978) 456-4110 • FAX (978) 456-8592

Joseph J. Connelly Ed.D.
Interim Superintendent

Exhibit A

TO: Lorraine Leonard
Lisa Kalinowski
George Ramirez
Karen Shuttle
Linda Dwight
Marie Harrington

FROM: Joseph Connelly, Interim Superintendent
Harvard Public Schools

RE: Proposed Billing Protocol to be Implemented, effective FY 15 (July 1, 2014)

DATE: June 9, 2014

I. Overview Summary

It was agreed the constantly changing student enrollment made current quarterly billing practices based on actual enrollments during that billing cycle very difficult to calculate. Instead, it was agreed, effective with the 2014/2015 school year (FY15) quarterly bills will be based on an agreed upon estimated amount for each billing category with the 4th quarter bill including all adjustments for under billing or over billing due to student enrollment changes and other service delivery changes during the school year. Each fiscal year, once school enrollments have become official on October 1 (See Appendix A) the Finance Director and Executive Vice President of Mass Development will meet with the Finance Director for Harvard and the Superintendent of School to determine and calculate all estimated costs for that fiscal year as identified in the Educational Services Agreement between Harvard Public Schools and MassDevelopment. Using the October 1 Enrollment Report and information detailing special education tuition, support services and transportation costs, annual cost for the following cost categories will be estimated:

- K-12 Regular Pupil Tuition
- K-12 Devens Transition Student Tuition
- K-12 Regular Pupil Transportation
- Special Education Direct Costs
 - *Preschool Tuition
 - *Teacher Aide Support Required by IEPs
 - *Out of District Tuition Charges
 - *Out of District Transportation Charges (Homeless)

Once a total projected cost has been calculated for each of the above cost categories MassDevelopment will be billed 1/4 the projected total cost for each of the following billing periods:

1st Quarter	October 15th
2nd Quarter	January 15th
3rd Quarter	April 15th
4th Quarter	June 15th

II. Billing Procedure by Category

A. K-12 Regular Student Tuition

Using the October 1 Enrollment Report the K-12 Devens student population minus the transition students will be multiplied by the Harvard per pupil costs as determined by the Department of Elementary and Secondary Education. This amount will be billed in 4 equal quarterly payments with any necessary adjustments due to enrollment changes and updated DESE per pupil costs calculating built into the 4th quarter billing cycle. (See Appendix B)

B. K-12 Devens Transition Student Tuition

Transition students will be billed separately based on an estimated total enrollment for that year times the Harvard per pupil cost. At the end of the school year the total number of days transition students attended school will be divided by 180 to determine the actual full time equivalency (FTE) number of transition students for that year. (See Appendix C)

C. Regular School Bus Transportation

The total charge for leasing a school bus to service the Devens students will be billed to MassDevelopment in 4 equal quarterly bills.

D. Special Education Direct Costs

1. Devens special education students receiving out of district services will be identified by program (school) and tuition charge. Total tuition charge for all Devens students in outside placements will be billed in 4 equal quarterly bills with the final 4th quarter bill including any adjustments due to program changes. (see Appendix D)
2. Preschool Tuition - Special Education Only
Devens students enrolled in the Harvard Integrated Preschool program will have their tuition paid by MassDevelopment if they are enrolled as a special education student under an IEP. Full day tuition charge is \$6,000. Half-day tuition charge is \$4,500. Total projected tuition will be billed in 4 equal quarterly bills with the 4th quarter bill including any enrollment adjustments.
3. Teacher Aides Providing Support to Special Needs Students
MassDevelopment will be responsible for the salary of all teacher aides assigned to Devens special education students. A list of aides and their salaries indicating the percent of their time they are responsible for Devens student(s) will be generated. (See Appendix D) Mass Development will be billed for the total salary of the aides servicing Devens students in 4 equal quarterly bills with the 4th quarter bill including any adjustments in support services.
4. Out of District Special Education Transportation
Total charge for transporting Devens students to their out of district placement will be charged to Mass Development in 4 equal quarterly bills with the 4th quarter bill including any adjustments. If a student is placed out of district during the school year MassDevelopment should be notified so that they can request the out of district tuition and transportation costs for this student begin with the next quarterly billing cycle and not wait for the fourth quarter adjustment. (See Appendix D)
5. Circuit Breaker Reimbursement
MassDevelopment will receive in the 4th Quarter billing cycle the DESE approved Circuit Breaker reimbursement amount received by Harvard Public Schools attributable to Devens students. This will be in the form of a credit to the 4th quarter billing charge.

Harvard Public Schools
2013/2014 Enrollment
10/01/2013
(Appendix A)

Grade	Harvard Residents	Choice Students	Devens Students	Total Students	Reason
Pre-K	9		4	13	
K	42	4	11	57	
1	56	6	8	70	
2	64	0	9	73	
3	51	9	6	66	
4	80	3	5	88	
5	86	2	7	95	
HES Totals	388	24	50	462	
6	79	2	8	89	
7	82	18	1	101	
8	90	2	7	99	
9	97	3	5	105	
10	86	11	6	103	
11	103	5	5	113	
12	86	12	2	100	
Bromfield Totals	623	53	34	710	
Totals	1011	77	84	1172	13 Transitions students *

* At the October meeting it will be determined what the estimated transition student enrollment count will be for that year. This estimated enrollment number will determine the billing change for the 1st, 2nd, and 3rd quarter billing. The June 15th Final 4th Quarter billing will reflect the actual transition student enrollment charge.

APPENDIX B

SCHOOL YEAR 2014-2015
HARVARD PUBLIC SCHOOL
DEVENS ENROLLMENT

#	GRADE	LAST NAME	FIRST NAME	ADDRESS	DATE ENROLLED	DATE WITHDEW	TOTAL DAYS IN ATTENDANCE
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
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17							
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22							
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26							
27							
28							
29							
30							

APPENDIX C

SCHOOL YEAR 2014-2015
HARVARD PUBLIC SCHOOL

DEVENS TRANSITION STUDENT ENROLLMENT

#	GRADE	LAST NAME	FIRST NAME	ADDRESS	DATE ENROLLED	DATE WITHDEW	TOTAL DAYS IN ATTENDANCE
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
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24							
25							
26							
27							
28							
29							

APPENDIX D
SPECIAL EDUCATION DIRECT SERVICE COSTS

I. Preschool for Special Education Students

Full Time 2 X Tuition at \$6,000 = \$12,000

Half Time ___ X Tuition at \$4,500 = Total Cost

Total Preschool Tuition \$12,000 divided by 4 = Quarterly Bill Charge \$3,000

II. Teacher Aides for Students

	Teacher Aide Name	% of Time	X	Annual Salary plus Medicare/workman's	= Total Cost
1.	Aide A	100%		\$26,053	\$26,053
2.	Aide B	100%		\$27,398	\$27,398
3.	Aide C	100%		\$27,398	\$27,398
4.	Aide D	25%		\$22,042	\$5,510
5.	Aide E	50%		\$27,398	\$13,699
6.	Aide F	100%		\$27,398	\$27,398

Total Teacher Aide Salaries \$127,456 divided by 4 = Quarterly Bill Charge \$31,864

III. Out of District Tuition

	<u>OOD Programs</u>	<u>% of Time</u>	X	<u>Annual Tuition</u>	= <u>Total Cost</u>
1.	School A	100		\$61,598	\$61,598
2.	School s	100		\$33,766	\$33,766
3.					
4.					
5.					

Total OOD Tuition \$95,364 divided by 4 = Quarterly Bill Charge \$23.841

IV. Special Education Transportation

	<u>Bus Com12any</u>	<u>Total Cost</u>
1.	CASE	\$25,942
2.	Dee	\$75
3.		
4.		
5.		

Total Bus Charge \$26,017 divided by 4 = Quarterly Bill Charge \$6,504.25

Harvard Public Schools
Harvard, MA

Educational Services Invoice

TO: George Ramirez, Executive Vice President
Mass Development
FROM: Lorraine Leonard
Finance Director, Harvard
RE: Quarterly Invoice for Educational Services
DATE: October 15, 2014

1st Quarter Invoice - July 1, 2014 - October 1, 2014

A.	<u>K-12 Regular Pupil Tuition</u>	<u>\$244,191.04</u>
	(See Back up Detail Attached)	
B.	<u>K-12 Devens Transition Students</u>	<u>\$ 29,157.14</u>
	(See Back-up Detail Attached)	
C.	<u>K-12 Regular School Transportation</u>	<u>\$ 13,052.50</u>
D.	<u>Special Education Direct Service Costs</u>	
1.	Preschool Tuition	\$ 3,250.00
2.	Teacher Aide Support	\$31,864.00
3.	OOD Tuition	\$ 23,841.00
4.	OOD Transportation	\$ 6,504.25

Total Amount Currently Due 1st Quarter \$351,859.93

Attachments: Line Item Detail-Appendix A-D

Certification of Special Education Costs