

NATICK PUBLIC SCHOOLS
School Committee Meeting
August 2, 2023
6:00 PM
School Committee Room-3rd Floor, Town Hall and Virtual

Posted Date: Monday, July 31, 2023 @10:30AM

Open Meeting 6:00PM, Executive Session 6:05PM, Open Session 6:15PM Virtual Meeting Accessed Via: <https://us06web.zoom.us/j/2038566119?pwd=TmtsdxgxenQ0YXRlN1FicHVpd3hEZz09> Meeting ID: 203 856 6119 Passcode: 987179 One tap mobile +13126266799,,2038566119# US (Chicago) +16465588656,,2038566119# US (New York) Dial by your location +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) Meeting ID: 203 856 6119 Find your local number: <https://us06web.zoom.us/j/2038566119?pwd=TmtsdxgxenQ0YXRlN1FicHVpd3hEZz09> . If any member of the public, attending the meeting virtually, wishes to take advantage of public speak, they should email the School Committee Chair, Dr. Shai Fuxman (sfuxman@natickps.org), one hour prior to the start of the meeting. Your email should include your name, town and your request to be called upon during the public speak portion of the agenda. The School Committee Chair will then announce your name and you will be unmuted and prompted to turn on your video for your opportunity to share your remarks. Per our public speak policy, each speaker will have up to 3 minutes.

Posted In Accordance with Provisions of M.G.L. Chapter 30A, Sections 18-25

OPEN SESSION

- Roll Call
- Pledge of Allegiance
- Moment of Silence
- Announcements

EXECUTIVE SESSION - this portion of the meeting is not open to the public
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1. To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares.

PUBLIC SPEAK

Public Speak is scheduled for a period of fifteen minutes. Each speaker will be permitted a maximum of three minutes during which time they can speak about topics within the scope of responsibility of the School Committee. All remarks will be addressed through the School Committee Chair. Public Speak is not a time for debate or response to comments by the School Committee.

REPRESENTATIVE UPDATES/CONCERNS

- Teacher Representative
- Student Representative

SUBCOMMITTEE/LIAISON UPDATES

CHAIRMAN'S REPORT

1. Permanent Superintendent Search Update

SUPERINTENDENT'S REPORT

1. YMCA/Johnson Elementary After School Care Update

ACTION ITEMS

1. Approval of Licensing Agreement with the YMCA for After School Care at the Johnson Elementary School
2. Approval for the Request for Quotes (RFQ) to Obtain Services for the Permanent Superintendent Search

Agenda items will be addressed in an order determined by the chair. Times are approximate.

ITEM TITLE: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares.

DATE:

ITEM TYPE:

ITEM SUMMARY:

**BACKGROUND
INFORMATION:**

RECOMMENDATION:

ITEM TITLE: Permanent Superintendent Search Update
DATE:
ITEM TYPE:
ITEM SUMMARY: LINK Superintendent Search Firms
BACKGROUND INFORMATION:
RECOMMENDATION:

ATTACHMENTS:

Description	File Name	Type
Superintendent Search Scope of Work	Superintendent_Search_Scope_of_Work.pdf	Cover Memo

Natick Public Schools

Request for Quotes

Consulting Services for Superintendent Search

Introduction

The Natick Public Schools seeks quotes from experienced executive search consultants to assist in recruiting applicants for the position of Superintendent of Schools, Natick, Massachusetts. The successful consultant will work collaboratively with the Superintendent Search Committee to conduct a search for highly qualified candidates and assist in hiring our next public school superintendent for grades Pre-K through 12.

Scope of Services:

The scope of work will include, but may not be limited to, a process which identifies the following:

1. Develop the search schedule and timeline most likely to produce well qualified candidates for hiring a Superintendent with an employment start date of 7/1/24.
2. Review the current Superintendent job description and submit initial recommended revisions to the School Committee for approval.
3. Organize, publicize, and facilitate up to ten (10) focus groups to gather input on the type of leadership to be sought from the next Superintendent from all stakeholders in the community, including, but not limited to, school department employees, (including educators), elected and appointed town government officials, families including METCO families, students, community partners, and other interested residents of Natick. Each of these focus groups will consist of at least 20 individuals from the Natick community.
4. Develop and conduct an online survey approved by the Superintendent Search Committee to collect broad community input.
5. The Consultant will present its findings and recommendations in a written report to the School Committee. This will include the findings of selection criteria recommendations gathered from focus groups, individual and group interviews, and surveys. In addition to this search process and report, the Consultant will work with the Superintendent Search Committee and NPS central staff to develop descriptive documents for prospective applicants.
6. Review the current Superintendent job description and any final recommended revisions to the final School Committee for approval before posting the position.
7. Post initial recruitment and advertisement for this position by December 1, 2023.
8. The Consultant will also recommend methods of advertising including publication, frequency and duration, and coordinate advertising. **Advertising costs are not to be included in the proposal price. Advertising expenses will be paid by NPS after the School Committee approves of the marketing plan.**
9. Conduct networking, advertising, and other search activities to generate a diverse pool of highly qualified prospective candidates, including candidates who may not have

- pursued a traditional Superintendent career track. The Consultant will actively identify and recruit candidates of color, and members of other traditionally underrepresented groups. A racially and demographically diverse candidate pool is a requirement.
10. Provide support to a screening committee, members established by the School Committee, including orientation for all members (relevant laws, regulations, policies)
 11. Assist the Superintendent Search Committee to screen applicants, verify credentials, and check references. In order to do this, the Consultant will:
 - Prescreen and verify submitted application materials for completeness and to ensure that all candidates meet all requirements.
 - After reviewing submitted applications, determine with the Superintendent Search Committee the number of initial screening candidates (those invited for interviews with the screening committee) and the number of semi-finalists (those invited for interviews with the full School Committee).
 - Verify credentials and conduct extensive reference checks of the three to five finalists to be advanced to the School Committee.
 12. Travel expenses are not included as a separate allowable expense. Travel is considered overhead to the Consultant.
 13. Take responsibility to facilitate all scheduling related to the work of the Superintendent Search Committee during the selection process and ensure that their work is completed in a timely manner.
 14. The search will deem to be completed upon a signed contract with the new Superintendent.
 15. Performance: If, after due consideration, the School Committee determines that it does not wish to appoint any of the candidates who have applied for the position, the search firm must also be willing and able to provide any/all assistance and aforementioned services with conducting a reopened search for a Superintendent/ Interim Superintendent at no additional cost apart from travel expenses for the follow up search.
 16. Should the newly hired Superintendent voluntarily sever employment with the Natick Public Schools in fewer than two years, the search firm must also be willing and able to provide any/all assistance and aforementioned services with conducting a reopened search for a Superintendent/ Interim Superintendent at no additional cost apart from travel expenses for the follow up search.

Rule for Award

- Proposers, the lead and back up individuals consulting for this search, shall have successfully completed at least five contracts for school Superintendent searches for districts with 4,000 to 15,000 students in the last three years.

- The Proposer must be available to execute this contract in time for the final vote to hire by no later than January 26, 2024
- The Proposer will be available to meet with the NPS Search Committee and make a presentation to the Search Committee and School Committee in the first week of November (or slightly earlier if the schedule permits)
- Must acknowledge the aforementioned scope of services and be able to materially comply with the tasks for the Superintendent Search.

Price Quote Requirements

- Overview of Company: Address, telephone, fax, e-mail; areas of expertise and types of searches performed by the firm.
- Project Team: Names, titles, addresses, telephone and e-mail addresses of person(s) representing the firm.
- References: Provide a listing of school districts that have used your services for a superintendent search within the last six (6) years.
Information provided must include:
 - School District Name
 - Address
 - Contact Person and Title
 - Telephone Number
- Experience: For each member of the project team, please provide:
 - Description of experience and education:
 - Length of Employment with the Firm
 - How the employee's experience suits their role on the team.
 - Specify the #r of superintendent searches in which each member has participated and in what capacity.
 - Note the longevity of superintendents hired by members of this team or firm over the past six years.
 - Describe any particularly noteworthy accomplishments of the superintendents placed.
- Work Plan- Provide details on the following:
 - The approach to be used to address the scope of work described above.
 - Include the methods you will use to communicate and work with the Search Committee.

Methods you will use to identify prospective candidates and promote their interest to apply

- Past experience in effective community engagement both in terms of:

Collecting information from the public to develop the initial position qualifications and evaluation criteria and in providing a meaningful way to generate and receive public input in the evaluation of final candidates

Describe what the major challenges to a successful superintendent search are and how the project team will address them

Estimate a reasonable timeline that the project team will use to guide the search process

Describe the Information, services, and assistance you will require from the School Committee and district staff to enable you to conduct the search

- Additional Information:

Provide any additional information you feel will help in the evaluation of your proposal

- Cost/Terms of Payment :

Please include a maximum – Not to Exceed – Price

Estimated Hours

Please include Payment Terms

- Insurances:

The vendor shall submit a certificate of liability insurance, from a company licensed in Massachusetts to provide such insurance, and the certificate shall list the Natick Public Schools and the Town of Natick as additionally insured for the term of services provided.

Workmen's Compensation Insurance in amount no less than \$1,000,000 per person

Vehicle Liability Insurance not less than \$500,000 per person 1,000,000 aggregate

Price Quote Submission Details

- ALL PriceQuotes and requested supporting documentation must be received by 3:00PM, **August 24,** 2023 at Natick Public Schools Central Administration Office.
- All Hard Copy Price Quotes must come in an enclosed envelope labeled:
"Superintendent Search"
- An electronic copy of the price quote and supporting documentation shall come in PDF and/or Word formats and emailed to:
 - matgillis@natickps.org
 - bleblanc@natickma.org
 -

Hard Copy Proposals and Price Quote should be sent to:

Natick Public Schools
Attn: Matthew J. Gillis, Assistant Superintendent for Finance
13 East Central Street
Natick, MA 01760

ITEM TITLE: YMCA/Johnson Elementary After School Care Update
DATE:
ITEM TYPE:
ITEM SUMMARY:
BACKGROUND INFORMATION:
RECOMMENDATION:

ATTACHMENTS:

Description	File Name	Type
YMCA License Johnson 2023-2024	YMCA_License_Johnson_2023-2024.docx.pdf	Cover Memo

LICENSE

This License (hereinafter "the License") is made this first day of September, 2023, by the Natick Public School District, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by and through the Deputy Superintendent (hereinafter "District") to Metrowest YMCA, Inc., a non-profit corporation organized under the General Laws of the Commonwealth of Massachusetts, having a principal office located at 280 Old Connecticut Path, Framingham, MA 01701 (known hereinafter "the Licensee").

WITNESSETH:

WHEREAS, the District desires to memorialize an understanding with the Licensee to govern the Licensee's use of up to four (4) classrooms and the gymnasium of the Johnson Elementary School building (the "Building") located at 99 South Main St, Natick, MA 01760 (the "Property"), during the period commencing on August 15, 2023, and ending on August 14, 2024. Use of all space is subject to the District's reasonable guidelines.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. SCOPE OF LICENSE/CONDITIONS/TERMINATION/RENEWAL

- A. The District hereby grants to the Licensee, subject to the conditions outlined herein, and subject to the payment of license fees and other fees as outlined herein, a license for the non-exclusive use of up to four (4) classrooms in the Building, for the nonexclusive use of the gymnasium in the Building, and a non-exclusive right to use any and all common areas and facilities, including, any outdoor recreational/play areas, restrooms, pathways, walkways, driveways and parking areas on the Property (the "Licensed Premises"), for the license period, which shall commence on September 1, 2023, and which shall terminate on August 31, 2024. This License shall be used solely for space to be used in the provision of after-school within the Licensed Premises. The District acknowledges that the Licensee's use is not expected to unreasonably interfere or conflict with use of the remaining Property for school or community events held at the Property, including Natick Public Schools and/or Town Programs, throughout the calendar year. If the District anticipates such unreasonable interference, the District intends to inform the Licensee of the same in writing, and both parties intend to utilize good faith and best efforts to resolve the period of such interference / conflict.

- B. The effective period of this License shall be for the term stated above; provided, however, that this License is subject to the continued sole consent of the District. The Licensee may request to extend this License by sending the District written request therefor and obtaining the District's consent, which may be withheld at the District's sole discretion.
- C. The District will maintain the Property, including, without limitation, the Building and the building systems thereof, the Licensed Premises, and the exterior areas, in good, clean, safe and operable condition during the license period. If there is a need to repair any such facilities, then the District will notify the Licensee in writing of the time during which such facilities will not be available for the Licensee's use and shall use good faith efforts to minimize the period that the Licensee is unable to use the Licensed Premises or any portion thereof. Nothing herein, however, shall guarantee any use of the Licensed Premises. If the facility is closed due to severe weather or there are other reasons necessary to close the facility, then the District will notify the Licensee if any of the facilities will not be available during this time. The District will notify the Licensee by e-mailing and calling the Licensee's cell phones.

The District will provide general cleaning/maintenance and security at the facilities, including the Licensed Premises.

The Licensee shall not make any modifications or changes to the facilities without express permission from the District.

- D. The Licensee shall assume full responsibility for transporting equipment to and from the facilities. The Licensee shall also be responsible for all damage to the facilities, which is caused by the Licensee, its students, agents and employees. If District equipment is damaged, then the Licensee shall repair the damaged equipment to its condition prior to such damage or shall reimburse the District for the cost of such repair (the election to be made at the District's discretion). Also, the Licensee shall repair any damage to the facilities to their condition prior to such damage or shall reimburse the District for the cost of such repair (the election to be made at the District's discretion).

The Licensee shall supervise facilities used by its programs.

Permanent signage shall not be permitted unless agreed upon by the District and the Licensee. The Licensee shall obtain approval from the District before temporary signage can be displayed.

- E. As expressed earlier in this License, the Licensee's use of the property shall be subject to the following conditions:

- The Licensee shall perform an annual inspection to the Licensed Premises, and shall advise the District of any unsafe/hazardous conditions at the Licensed Premises.
- The Licensee shall ensure as follows: (1) that the Licensee's use of the Licensed Premises is safe and reasonable; (2) that the Licensee shall not conduct any unlawful activity on or near the Licensed Premises and shall not allow any of its licensees to engage in any unlawful activity on or near the Licensed Premises; (3) that the Licensed Premises are reasonably maintained; and (4) that District is immediately notified of any necessary repairs to the Licensed Premises. The Licensee also agrees as follows: (1) to keep the Licensed Premises clean and neat; and (2) to ensure that the cleanliness of the Licensed Premises complies with applicable federal, state, and local health standards. The District will supply all water, electricity, sewer, heating and custodial services to the Licensed Premises, which shall remain at all times under the ultimate control and ownership of the District. The Licensee's use of water, sewer,

heating and electricity and the custodial services in conjunction with the Licensed Premises shall not be measured separately, but shall be included with the license fee.

- The Licensee shall avoid scheduling activities that would interfere in any way with District sponsored activities.
- The Licensee shall not improve, repair, alter, restore, construct, or reconstruct the Licensed Premises, or permit any improvements, repairs, alterations, restorations, constructions, or reconstructions at or to the Licensed Premises, without the approval of the District. The decisions regarding whether improvements, repairs, alterations, restorations, constructions, and/or reconstructions should be made to the Premises lie solely with the District, which, at all times retains sole ownership and ultimate control thereof.
- This License invests no property interests or contractual rights in the Licensee.
- The Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, applicable CORI (Criminal Record Offender Information) and SORI (Sex Offender Registry Information) requirements.
- The Licensee shall use good faith efforts to appear for conferences with the Deputy Superintendent of Schools or his/her designee when requested.
- The Licensee shall adhere to all aspects of the separate, but equally enforceable, Memorandum of Understanding (MOU) attached hereto.

2. LICENSE FEES

The Licensee shall pay the following license fees to the District for the use of the Licensed Premises to cover the costs of the District: For each year of the License, the Licensee shall pay the fixed sum of Thirteen thousand dollars and zero cents (\$13,000.00), to be paid in eleven (11) monthly installments of one thousand eighty-three dollars and thirty-three cents (\$1,083.33) each and one (1) monthly installment of one thousand eighty-three dollars and thirty-seven cents (\$1,083.37). Each monthly installment shall be due and payable by cash or certified check to the District on or before the first day of each month.

3. INSURANCE AND INDEMNIFICATION/NO PERSONAL LIABILITY

The Licensee shall provide and maintain throughout the term of the License and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

- c. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and 2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the District, before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the District at the execution of this License. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this License and shall state that such insurance is as required by this License.
- h. The Licensee shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance, which indicate that the District is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this License and shall operate as an immediate termination thereof.

To the fullest extent permitted by law, the Licensee shall indemnify, defend (with counsel reasonably acceptable to the District), and hold harmless the District and its officers, employees, boards, committees, and agents from and against any and all loss, liability, damages, claims, causes of action, suits, and costs, including, without limitation, reasonable attorney's fees and expert witness fees, to the extent the same is caused in whole or in part by the willful misconduct, negligent act or omission of the Licensee or its officers, employees, or agents in connection with the use of the Licensed Premises.

Neither the District and the Licensee, nor any of its or their officers, employees, boards, committees, commissions, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this License, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this License, or the violation of any Federal, Massachusetts or local statute, ordinance, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the other or its employees, regarding the subject matter of this License.

4. NOTICES

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made upon personal delivery or mailing. If mailed, any such mail shall be sent by registered or certified mail, postage prepaid, return receipt requested. Any party may change its address by the procedure set forth herein: All notices initially shall be sent:

(a) If to the Districts:
Natick Public Schools
ATTN: Timothy M. Luff, Deputy Superintendent
Natick Town Hall
13 East Central Street
Natick, MA 01760

(b) If to the Licensee:
President
Metrowest YMCA, Inc.
280 Old Connecticut Path
Framingham, MA 01701.

5. SEVERABILITY

If any provision, or portion thereof, of this License is adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

6. ASSIGNMENT

This License shall not be assigned by the Licensee.

7. NO THIRD-PARTY RIGHTS

This License shall not create any rights or benefits in favor of third parties.

8. AMENDMENT

This License may be amended only by written consent of the District and the Licensee.

9. GOVERNING LAW

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles.

10. MISCELLANEOUS

By accepting the terms of this License, the Licensee certifies that it is in compliance and shall remain in compliance with the Commonwealth's Conflict of Interest Law, M.G.L. c. 268A. By

accepting the terms of this License, the Licensee certifies that it has accepted them fairly, in a *bona fide* manner, and without fraud or collusion against any person. By accepting the terms of this License, the Licensee certifies, pursuant to. M.G.L. c. 62C, §49A, under the pain and penalty of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. The Licensee hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Licensee is prohibited on District property which is the subject matter of this License and during all hours of work under this License. Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Licensee, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District..

The Licensee shall comply with any and all applicable and sanctioned Criminal Offender Record Information (CORI)/Sex Offender Registry Information (SORI) checks conducted by the District. The Licensee shall comply with all provisions of Federal, Massachusetts and local law, including, without limitation, statutes, ordinances, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this License and any extension or renewal thereof. The Licensee shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Licensee shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

IN WITNESS WHEREOF, the District hereby issues this License on this _____ day of _____, 2023.

Licensors (Natick Public Schools)

By:

Timothy M. Luff
Deputy Superintendent,
Natick Public Schools

Dated: _____

ACCEPTED BY: Licensee (METROWEST YMCA, INC.)

By: _____
Signature

Printed Name

Printed Title

Dated: _____

Memorandum of Understanding(MOU)
between
The Natick Public Schools
and
The METROWEST YMCA, INC

Whereas both the YMCA and the Natick Public Schools have a genuine desire to address the after school child care enrollment need in the Town of Natick;

Whereas the Natick Public Schools is licensing space at the Johnson Elementary School to the Metrowest YMCA for the purpose of providing after school childcare;

Whereas the space will be shared with the current students and staff members of the Johnson Elementary School;

Whereas Natick Public Schools has a policy, KF, that govern the use of Natick School Facilities;

Whereas the Natick Public School Committee has the authority to make exceptions to the fees under policy JK;

Whereas the Licensure agreement is an exception to the requirements of Policy JK

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties agree that the terms and conditions set forth in addition to those in the License:

Space Use/Physical Environment

1. The District agrees to allow the YMCA to utilize surplus space at the Johnson Elementary School during the hours of: 1 Hour prior to school dismissal for YMCA staff, and 6:30 during the licensing period.
2. The YMCA may utilize up to four classrooms in the downstairs wing of the Johnson Elementary School.
3. The YMCA will adhere to the Department of Early Education and Care (EEC), standard in regards to the number of children allowed to enroll in the program.
4. At the present time it is assumed that the program may house up to 85 students per day per EEC guidelines. However, if the YMCA plans to provide services for more than 45 students per day, the YMCA will notify the District, and costs may be adjusted accordingly.
5. The YMCA agrees that two of these four classrooms will not be considered exclusive use spaces, and as such, the Johnson Elementary School may utilize these classrooms during the school day.
6. The Reading Room; Occupational/Physical Therapy Space; 2 small offices; and Teacher's lounge will not be available for use by the YMCA.
7. Use of the Johnson school staff refrigerator will not be available; however, the YMCA may utilize one of the four spaces allocated to provide their own refrigerator.
8. The YMCA may utilize the work/copy room; however, shall not interfere with the materials; mail space; or personal items of the Johnson School staff.
9. The YMCA will have access to the bathrooms on the lower floor of the building, but may utilize the bathroom facilities on the main floor, in extenuating circumstances.
10. The YMCA staff and students shall not enter the top floor, nor the classrooms and spaces therein, without the express permission of Johnson School Staff or the District Administration.
11. The YMCA will have non exclusive use of the Cafe/Gymnasium and Outdoor Space.
12. The YMCA shall not interfere with the Johnson School Garden Beds located at the rear of the building.

13. The YMCA acknowledges that the Johnson School is not currently ADA compliant, and therefore Natick Public Schools will make efforts to provide access to students with physical disabilities in an alternative, and accessible site, at an School ASAP program.
14. The YMCA agrees to abide by all confidentiality requirements in relation to protected information that they may encounter.
15. The YMCA agrees to reimburse the school staff, through the District, for any damage or theft to the Johnson school staff's personal property.

Arrival and Dismissal

1. The YMCA agrees to limit potential traffic issues during the school dismissal time.
2. Bus/student dropoff will be on South Main Street at the base of the driveway. At no time should a bus enter the main driveway or rear entrance of the building unless dismissal has been completed, staff have exited, and Johnson School parents and students have substantially vacated the premises.
3. The YMCA agrees to provide supervision of students exiting the buses to the school entry point.
4. The YMCA main entrance shall be the rear door of the building, located on the Floral Street side of the building.
5. The District agrees to install a card reader system/Door Bell system at the rear entrance and provide YMCA staff cards for entry. This cost will be incorporated into the License fee.
6. Upon arrival, YMCA staff agree not to interfere with the regular school operations occurring during the school day.
7. The YMCA and District agree to ensure transportation from other Natick elementary schools, to the YMCA afterschool program. (Transportation is already being provided to the Johnson neighborhood for students who have been redistricted.) An annual \$75 bus pass may be initiated through Natick for students living in other neighborhoods who wish to have transport to the Johnson YMCA program. (This may be waived upon any newly agreed to transportation arrangements currently being vetted by the district and other child care providers.)

Communications

1. Day to day issues or concerns that arise will be addressed through communication between the school staff and the YMCA staff, as appropriate.
2. The Deputy Superintendent and YMCA Director will be notified if there are issues or concerns that need to be addressed, that can not be addressed during the normal course of business between the staff within the school.
3. The District and the YMCA agree that they will work together expeditiously to address and resolve issues that are brought to their attention.

Supervision of Students/Code of Conduct

1. The YMCA agrees to incorporate the Johnson School's code of conduct to all students participating in the program.
2. The YMCA agrees to provide adequate supervision to the YMCA program participants and to make every effort to not include the Johnson School Principal and staff in supervisory activities.
3. The Johnson School Staff, although not required, will initiate such measures appropriate under the code of conduct if reasonable. Such measures will be communicated with the YMCA staff if misconduct is deemed significant by the school staff.
4. The YMCA staff will meet with the school staff to review the code of conduct at the beginning of the school year, as needed throughout, and hold an exit meeting toward the end of the school year
5. The YMCA agrees to follow the Natick Schools emergency procedure to the extent possible.

Fees for Students Enrolled at Johnson School

1. The YMCA agrees that any currently enrolled Johnson Elementary School student who has a current space reserved in the Johnson ASAP program will be charged at the tuition rate set by the Natick Public School's ASAP program.
2. The YMCA agrees that any currently enrolled Johnson Elementary School student who has a current space reserved in the Johnson ASAP program, and who receives financial assistance, will retain the right for such financial assistance through the YMCA program.
3. The District acknowledges that this fee structure will only apply to students currently enrolled at the Johnson Elementary School ASAP program, and would not apply to Johnson neighborhood residents enrolled at other Natick Schools, who wish to return to Johnson for afterschool programming.
4. The District will provide a list of eligible students to the YMCA upon execution of the agreement.
5. The District and the YMCA acknowledge that there may benefit to students who have been redistricted from Johnson to attend the Johnson YMCA program; however also acknowledged that they can not guarantee that any current ASAP enrollment at a different school will continue to be available if the YMCA program is discontinued. The District will work with ASAP to determine feasibility of such an option.

Modification

1. The YMCA agrees that this MOU may be reasonably modified by the District at any time during the term of this license for good cause, and after notice by the District;
2. Upon request from the YMCA to the Deputy Superintendent, or designee, this MOU may be modified after mutual agreement by the parties.

ITEM TITLE: Approval of Licensing Agreement with the YMCA for After School Care at the Johnson Elementary School

DATE:

ITEM TYPE:

ITEM SUMMARY:

BACKGROUND INFORMATION:

RECOMMENDATION:

ATTACHMENTS:

Description	File Name	Type
YMCA License Johnson 2023-2024	YMCA_License_Johnson_2023-2024.docx.pdf	Cover Memo

LICENSE

This License (hereinafter "the License") is made this first day of September, 2023, by the Natick Public School District, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by and through the Deputy Superintendent (hereinafter "District") to Metrowest YMCA, Inc., a non-profit corporation organized under the General Laws of the Commonwealth of Massachusetts, having a principal office located at 280 Old Connecticut Path, Framingham, MA 01701 (known hereinafter "the Licensee").

WITNESSETH:

WHEREAS, the District desires to memorialize an understanding with the Licensee to govern the Licensee's use of up to four (4) classrooms and the gymnasium of the Johnson Elementary School building (the "Building") located at 99 South Main St, Natick, MA 01760 (the "Property"), during the period commencing on August 15, 2023, and ending on August 14, 2024. Use of all space is subject to the District's reasonable guidelines.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. SCOPE OF LICENSE/CONDITIONS/TERMINATION/RENEWAL

- A. The District hereby grants to the Licensee, subject to the conditions outlined herein, and subject to the payment of license fees and other fees as outlined herein, a license for the non-exclusive use of up to four (4) classrooms in the Building, for the nonexclusive use of the gymnasium in the Building, and a non-exclusive right to use any and all common areas and facilities, including, any outdoor recreational/play areas, restrooms, pathways, walkways, driveways and parking areas on the Property (the "Licensed Premises"), for the license period, which shall commence on September 1, 2023, and which shall terminate on August 31, 2024. This License shall be used solely for space to be used in the provision of after-school within the Licensed Premises. The District acknowledges that the Licensee's use is not expected to unreasonably interfere or conflict with use of the remaining Property for school or community events held at the Property, including Natick Public Schools and/or Town Programs, throughout the calendar year. If the District anticipates such unreasonable interference, the District intends to inform the Licensee of the same in writing, and both parties intend to utilize good faith and best efforts to resolve the period of such interference / conflict.

- B. The effective period of this License shall be for the term stated above; provided, however, that this License is subject to the continued sole consent of the District. The Licensee may request to extend this License by sending the District written request therefor and obtaining the District's consent, which may be withheld at the District's sole discretion.
- C. The District will maintain the Property, including, without limitation, the Building and the building systems thereof, the Licensed Premises, and the exterior areas, in good, clean, safe and operable condition during the license period. If there is a need to repair any such facilities, then the District will notify the Licensee in writing of the time during which such facilities will not be available for the Licensee's use and shall use good faith efforts to minimize the period that the Licensee is unable to use the Licensed Premises or any portion thereof. Nothing herein, however, shall guarantee any use of the Licensed Premises. If the facility is closed due to severe weather or there are other reasons necessary to close the facility, then the District will notify the Licensee if any of the facilities will not be available during this time. The District will notify the Licensee by e-mailing and calling the Licensee's cell phones.

The District will provide general cleaning/maintenance and security at the facilities, including the Licensed Premises.

The Licensee shall not make any modifications or changes to the facilities without express permission from the District.

- D. The Licensee shall assume full responsibility for transporting equipment to and from the facilities. The Licensee shall also be responsible for all damage to the facilities, which is caused by the Licensee, its students, agents and employees. If District equipment is damaged, then the Licensee shall repair the damaged equipment to its condition prior to such damage or shall reimburse the District for the cost of such repair (the election to be made at the District's discretion). Also, the Licensee shall repair any damage to the facilities to their condition prior to such damage or shall reimburse the District for the cost of such repair (the election to be made at the District's discretion).

The Licensee shall supervise facilities used by its programs.

Permanent signage shall not be permitted unless agreed upon by the District and the Licensee. The Licensee shall obtain approval from the District before temporary signage can be displayed.

- E. As expressed earlier in this License, the Licensee's use of the property shall be subject to the following conditions:

- The Licensee shall perform an annual inspection to the Licensed Premises, and shall advise the District of any unsafe/hazardous conditions at the Licensed Premises.
- The Licensee shall ensure as follows: (1) that the Licensee's use of the Licensed Premises is safe and reasonable; (2) that the Licensee shall not conduct any unlawful activity on or near the Licensed Premises and shall not allow any of its licensees to engage in any unlawful activity on or near the Licensed Premises; (3) that the Licensed Premises are reasonably maintained; and (4) that District is immediately notified of any necessary repairs to the Licensed Premises. The Licensee also agrees as follows: (1) to keep the Licensed Premises clean and neat; and (2) to ensure that the cleanliness of the Licensed Premises complies with applicable federal, state, and local health standards. The District will supply all water, electricity, sewer, heating and custodial services to the Licensed Premises, which shall remain at all times under the ultimate control and ownership of the District. The Licensee's use of water, sewer,

heating and electricity and the custodial services in conjunction with the Licensed Premises shall not be measured separately, but shall be included with the license fee.

- The Licensee shall avoid scheduling activities that would interfere in any way with District sponsored activities.
- The Licensee shall not improve, repair, alter, restore, construct, or reconstruct the Licensed Premises, or permit any improvements, repairs, alterations, restorations, constructions, or reconstructions at or to the Licensed Premises, without the approval of the District. The decisions regarding whether improvements, repairs, alterations, restorations, constructions, and/or reconstructions should be made to the Premises lie solely with the District, which, at all times retains sole ownership and ultimate control thereof.
- This License invests no property interests or contractual rights in the Licensee.
- The Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, applicable CORI (Criminal Record Offender Information) and SORI (Sex Offender Registry Information) requirements.
- The Licensee shall use good faith efforts to appear for conferences with the Deputy Superintendent of Schools or his/her designee when requested.
- The Licensee shall adhere to all aspects of the separate, but equally enforceable, Memorandum of Understanding (MOU) attached hereto.

2. LICENSE FEES

The Licensee shall pay the following license fees to the District for the use of the Licensed Premises to cover the costs of the District: For each year of the License, the Licensee shall pay the fixed sum of Thirteen thousand dollars and zero cents (\$13,000.00), to be paid in eleven (11) monthly installments of one thousand eighty-three dollars and thirty-three cents (\$1,083.33) each and one (1) monthly installment of one thousand eighty-three dollars and thirty-seven cents (\$1,083.37). Each monthly installment shall be due and payable by cash or certified check to the District on or before the first day of each month.

3. INSURANCE AND INDEMNIFICATION/NO PERSONAL LIABILITY

The Licensee shall provide and maintain throughout the term of the License and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

- c. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and 2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the District, before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the District at the execution of this License. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this License and shall state that such insurance is as required by this License.
- h. The Licensee shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance, which indicate that the District is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this License and shall operate as an immediate termination thereof.

To the fullest extent permitted by law, the Licensee shall indemnify, defend (with counsel reasonably acceptable to the District), and hold harmless the District and its officers, employees, boards, committees, and agents from and against any and all loss, liability, damages, claims, causes of action, suits, and costs, including, without limitation, reasonable attorney's fees and expert witness fees, to the extent the same is caused in whole or in part by the willful misconduct, negligent act or omission of the Licensee or its officers, employees, or agents in connection with the use of the Licensed Premises.

Neither the District and the Licensee, nor any of its or their officers, employees, boards, committees, commissions, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this License, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this License, or the violation of any Federal, Massachusetts or local statute, ordinance, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the other or its employees, regarding the subject matter of this License.

4. NOTICES

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made upon personal delivery or mailing. If mailed, any such mail shall be sent by registered or certified mail, postage prepaid, return receipt requested. Any party may change its address by the procedure set forth herein: All notices initially shall be sent:

(a) If to the Districts:
Natick Public Schools
ATTN: Timothy M. Luff, Deputy Superintendent
Natick Town Hall
13 East Central Street
Natick, MA 01760

(b) If to the Licensee:
President
Metrowest YMCA, Inc.
280 Old Connecticut Path
Framingham, MA 01701.

5. SEVERABILITY

If any provision, or portion thereof, of this License is adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

6. ASSIGNMENT

This License shall not be assigned by the Licensee.

7. NO THIRD-PARTY RIGHTS

This License shall not create any rights or benefits in favor of third parties.

8. AMENDMENT

This License may be amended only by written consent of the District and the Licensee.

9. GOVERNING LAW

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles.

10. MISCELLANEOUS

By accepting the terms of this License, the Licensee certifies that it is in compliance and shall remain in compliance with the Commonwealth's Conflict of Interest Law, M.G.L. c. 268A. By

accepting the terms of this License, the Licensee certifies that it has accepted them fairly, in a *bona fide* manner, and without fraud or collusion against any person. By accepting the terms of this License, the Licensee certifies, pursuant to. M.G.L. c. 62C, §49A, under the pain and penalty of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. The Licensee hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Licensee is prohibited on District property which is the subject matter of this License and during all hours of work under this License. Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Licensee, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District..

The Licensee shall comply with any and all applicable and sanctioned Criminal Offender Record Information (CORI)/Sex Offender Registry Information (SORI) checks conducted by the District. The Licensee shall comply with all provisions of Federal, Massachusetts and local law, including, without limitation, statutes, ordinances, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this License and any extension or renewal thereof. The Licensee shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Licensee shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

IN WITNESS WHEREOF, the District hereby issues this License on this _____ day of _____, 2023.

Licensors (Natick Public Schools)

By:

Timothy M. Luff
Deputy Superintendent,
Natick Public Schools

Dated: _____

ACCEPTED BY: Licensee (METROWEST YMCA, INC.)

By: _____
Signature

Printed Name

Printed Title

Dated: _____

Memorandum of Understanding(MOU)
between
The Natick Public Schools
and
The METROWEST YMCA, INC

Whereas both the YMCA and the Natick Public Schools have a genuine desire to address the after school child care enrollment need in the Town of Natick;

Whereas the Natick Public Schools is licensing space at the Johnson Elementary School to the Metrowest YMCA for the purpose of providing after school childcare;

Whereas the space will be shared with the current students and staff members of the Johnson Elementary School;

Whereas Natick Public Schools has a policy, KF, that govern the use of Natick School Facilities;

Whereas the Natick Public School Committee has the authority to make exceptions to the fees under policy JK;

Whereas the Licensure agreement is an exception to the requirements of Policy JK

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties agree that the terms and conditions set forth in addition to those in the License:

Space Use/Physical Environment

1. The District agrees to allow the YMCA to utilize surplus space at the Johnson Elementary School during the hours of: 1 Hour prior to school dismissal for YMCA staff, and 6:30 during the licensing period.
2. The YMCA may utilize up to four classrooms in the downstairs wing of the Johnson Elementary School.
3. The YMCA will adhere to the Department of Early Education and Care (EEC), standard in regards to the number of children allowed to enroll in the program.
4. At the present time it is assumed that the program may house up to 85 students per day per EEC guidelines. However, if the YMCA plans to provide services for more than 45 students per day, the YMCA will notify the District, and costs may be adjusted accordingly.
5. The YMCA agrees that two of these four classrooms will not be considered exclusive use spaces, and as such, the Johnson Elementary School may utilize these classrooms during the school day.
6. The Reading Room; Occupational/Physical Therapy Space; 2 small offices; and Teacher's lounge will not be available for use by the YMCA.
7. Use of the Johnson school staff refrigerator will not be available; however, the YMCA may utilize one of the four spaces allocated to provide their own refrigerator.
8. The YMCA may utilize the work/copy room; however, shall not interfere with the materials; mail space; or personal items of the Johnson School staff.
9. The YMCA will have access to the bathrooms on the lower floor of the building, but may utilize the bathroom facilities on the main floor, in extenuating circumstances.
10. The YMCA staff and students shall not enter the top floor, nor the classrooms and spaces therein, without the express permission of Johnson School Staff or the District Administration.
11. The YMCA will have non exclusive use of the Cafe/Gymnasium and Outdoor Space.
12. The YMCA shall not interfere with the Johnson School Garden Beds located at the rear of the building.

13. The YMCA acknowledges that the Johnson School is not currently ADA compliant, and therefore Natick Public Schools will make efforts to provide access to students with physical disabilities in an alternative, and accessible site, at an School ASAP program.
14. The YMCA agrees to abide by all confidentiality requirements in relation to protected information that they may encounter.
15. The YMCA agrees to reimburse the school staff, through the District, for any damage or theft to the Johnson school staff's personal property.

Arrival and Dismissal

1. The YMCA agrees to limit potential traffic issues during the school dismissal time.
2. Bus/student dropoff will be on South Main Street at the base of the driveway. At no time should a bus enter the main driveway or rear entrance of the building unless dismissal has been completed, staff have exited, and Johnson School parents and students have substantially vacated the premises.
3. The YMCA agrees to provide supervision of students exiting the buses to the school entry point.
4. The YMCA main entrance shall be the rear door of the building, located on the Floral Street side of the building.
5. The District agrees to install a card reader system/Door Bell system at the rear entrance and provide YMCA staff cards for entry. This cost will be incorporated into the License fee.
6. Upon arrival, YMCA staff agree not to interfere with the regular school operations occurring during the school day.
7. The YMCA and District agree to ensure transportation from other Natick elementary schools, to the YMCA afterschool program. (Transportation is already being provided to the Johnson neighborhood for students who have been redistricted.) An annual \$75 bus pass may be initiated through Natick for students living in other neighborhoods who wish to have transport to the Johnson YMCA program. (This may be waived upon any newly agreed to transportation arrangements currently being vetted by the district and other child care providers.)

Communications

1. Day to day issues or concerns that arise will be addressed through communication between the school staff and the YMCA staff, as appropriate.
2. The Deputy Superintendent and YMCA Director will be notified if there are issues or concerns that need to be addressed, that can not be addressed during the normal course of business between the staff within the school.
3. The District and the YMCA agree that they will work together expeditiously to address and resolve issues that are brought to their attention.

Supervision of Students/Code of Conduct

1. The YMCA agrees to incorporate the Johnson School's code of conduct to all students participating in the program.
2. The YMCA agrees to provide adequate supervision to the YMCA program participants and to make every effort to not include the Johnson School Principal and staff in supervisory activities.
3. The Johnson School Staff, although not required, will initiate such measures appropriate under the code of conduct if reasonable. Such measures will be communicated with the YMCA staff if misconduct is deemed significant by the school staff.
4. The YMCA staff will meet with the school staff to review the code of conduct at the beginning of the school year, as needed throughout, and hold an exit meeting toward the end of the school year
5. The YMCA agrees to follow the Natick Schools emergency procedure to the extent possible.

Fees for Students Enrolled at Johnson School

1. The YMCA agrees that any currently enrolled Johnson Elementary School student who has a current space reserved in the Johnson ASAP program will be charged at the tuition rate set by the Natick Public School's ASAP program.
2. The YMCA agrees that any currently enrolled Johnson Elementary School student who has a current space reserved in the Johnson ASAP program, and who receives financial assistance, will retain the right for such financial assistance through the YMCA program.
3. The District acknowledges that this fee structure will only apply to students currently enrolled at the Johnson Elementary School ASAP program, and would not apply to Johnson neighborhood residents enrolled at other Natick Schools, who wish to return to Johnson for afterschool programming.
4. The District will provide a list of eligible students to the YMCA upon execution of the agreement.
5. The District and the YMCA acknowledge that there may benefit to students who have been redistricted from Johnson to attend the Johnson YMCA program; however also acknowledged that they can not guarantee that any current ASAP enrollment at a different school will continue to be available if the YMCA program is discontinued. The District will work with ASAP to determine feasibility of such an option.

Modification

1. The YMCA agrees that this MOU may be reasonably modified by the District at any time during the term of this license for good cause, and after notice by the District;
2. Upon request from the YMCA to the Deputy Superintendent, or designee, this MOU may be modified after mutual agreement by the parties.

ITEM TITLE: Approval for the Request for Quotes (RFQ) to Obtain Services for the Permanent Superintendent Search

DATE:

ITEM TYPE: Discussion

ITEM SUMMARY: LINK - Superintendent Search Firms

BACKGROUND

INFORMATION:

RECOMMENDATION:

ATTACHMENTS:

Description	File Name	Type
Superintendent Search Scope of Work	Superintendent_Search_Scope_of_Work.pdf	Cover Memo

Natick Public Schools

Request for Quotes

Consulting Services for Superintendent Search

Introduction

The Natick Public Schools seeks quotes from experienced executive search consultants to assist in recruiting applicants for the position of Superintendent of Schools, Natick, Massachusetts. The successful consultant will work collaboratively with the Superintendent Search Committee to conduct a search for highly qualified candidates and assist in hiring our next public school superintendent for grades Pre-K through 12.

Scope of Services:

The scope of work will include, but may not be limited to, a process which identifies the following:

1. Develop the search schedule and timeline most likely to produce well qualified candidates for hiring a Superintendent with an employment start date of 7/1/24.
2. Review the current Superintendent job description and submit initial recommended revisions to the School Committee for approval.
3. Organize, publicize, and facilitate up to ten (10) focus groups to gather input on the type of leadership to be sought from the next Superintendent from all stakeholders in the community, including, but not limited to, school department employees, (including educators), elected and appointed town government officials, families including METCO families, students, community partners, and other interested residents of Natick. Each of these focus groups will consist of at least 20 individuals from the Natick community.
4. Develop and conduct an online survey approved by the Superintendent Search Committee to collect broad community input.
5. The Consultant will present its findings and recommendations in a written report to the School Committee. This will include the findings of selection criteria recommendations gathered from focus groups, individual and group interviews, and surveys. In addition to this search process and report, the Consultant will work with the Superintendent Search Committee and NPS central staff to develop descriptive documents for prospective applicants.
6. Review the current Superintendent job description and any final recommended revisions to the final School Committee for approval before posting the position.
7. Post initial recruitment and advertisement for this position by December 1, 2023.
8. The Consultant will also recommend methods of advertising including publication, frequency and duration, and coordinate advertising. **Advertising costs are not to be included in the proposal price. Advertising expenses will be paid by NPS after the School Committee approves of the marketing plan.**
9. Conduct networking, advertising, and other search activities to generate a diverse pool of highly qualified prospective candidates, including candidates who may not have

- pursued a traditional Superintendent career track. The Consultant will actively identify and recruit candidates of color, and members of other traditionally underrepresented groups. A racially and demographically diverse candidate pool is a requirement.
10. Provide support to a screening committee, members established by the School Committee, including orientation for all members (relevant laws, regulations, policies)
 11. Assist the Superintendent Search Committee to screen applicants, verify credentials, and check references. In order to do this, the Consultant will:
 - Prescreen and verify submitted application materials for completeness and to ensure that all candidates meet all requirements.
 - After reviewing submitted applications, determine with the Superintendent Search Committee the number of initial screening candidates (those invited for interviews with the screening committee) and the number of semi-finalists (those invited for interviews with the full School Committee).
 - Verify credentials and conduct extensive reference checks of the three to five finalists to be advanced to the School Committee.
 12. Travel expenses are not included as a separate allowable expense. Travel is considered overhead to the Consultant.
 13. Take responsibility to facilitate all scheduling related to the work of the Superintendent Search Committee during the selection process and ensure that their work is completed in a timely manner.
 14. The search will deem to be completed upon a signed contract with the new Superintendent.
 15. Performance: If, after due consideration, the School Committee determines that it does not wish to appoint any of the candidates who have applied for the position, the search firm must also be willing and able to provide any/all assistance and aforementioned services with conducting a reopened search for a Superintendent/ Interim Superintendent at no additional cost apart from travel expenses for the follow up search.
 16. Should the newly hired Superintendent voluntarily sever employment with the Natick Public Schools in fewer than two years, the search firm must also be willing and able to provide any/all assistance and aforementioned services with conducting a reopened search for a Superintendent/ Interim Superintendent at no additional cost apart from travel expenses for the follow up search.

Rule for Award

- Proposers, the lead and back up individuals consulting for this search, shall have successfully completed at least five contracts for school Superintendent searches for districts with 4,000 to 15,000 students in the last three years.

- The Proposer must be available to execute this contract in time for the final vote to hire by no later than January 26, 2024
- The Proposer will be available to meet with the NPS Search Committee and make a presentation to the Search Committee and School Committee in the first week of November (or slightly earlier if the schedule permits)
- Must acknowledge the aforementioned scope of services and be able to materially comply with the tasks for the Superintendent Search.

Price Quote Requirements

- Overview of Company: Address, telephone, fax, e-mail; areas of expertise and types of searches performed by the firm.
- Project Team: Names, titles, addresses, telephone and e-mail addresses of person(s) representing the firm.
- References: Provide a listing of school districts that have used your services for a superintendent search within the last six (6) years.
Information provided must include:
 - School District Name
 - Address
 - Contact Person and Title
 - Telephone Number
- Experience: For each member of the project team, please provide:
 - Description of experience and education:
 - Length of Employment with the Firm
 - How the employee's experience suits their role on the team.
 - Specify the #r of superintendent searches in which each member has participated and in what capacity.
 - Note the longevity of superintendents hired by members of this team or firm over the past six years.
 - Describe any particularly noteworthy accomplishments of the superintendents placed.
- Work Plan- Provide details on the following:
 - The approach to be used to address the scope of work described above.
 - Include the methods you will use to communicate and work with the Search Committee.

Methods you will use to identify prospective candidates and promote their interest to apply

- Past experience in effective community engagement both in terms of:

Collecting information from the public to develop the initial position qualifications and evaluation criteria and in providing a meaningful way to generate and receive public input in the evaluation of final candidates

Describe what the major challenges to a successful superintendent search are and how the project team will address them

Estimate a reasonable timeline that the project team will use to guide the search process

Describe the Information, services, and assistance you will require from the School Committee and district staff to enable you to conduct the search

- Additional Information:

Provide any additional information you feel will help in the evaluation of your proposal

- Cost/Terms of Payment :

Please include a maximum – Not to Exceed – Price

Estimated Hours

Please include Payment Terms

- Insurances:

The vendor shall submit a certificate of liability insurance, from a company licensed in Massachusetts to provide such insurance, and the certificate shall list the Natick Public Schools and the Town of Natick as additionally insured for the term of services provided.

Workmen's Compensation Insurance in amount no less than \$1,000,000 per person

Vehicle Liability Insurance not less than \$500,000 per person 1,000,000 aggregate

Price Quote Submission Details

- ALL PriceQuotes and requested supporting documentation must be received by 3:00PM, **August 24,** 2023 at Natick Public Schools Central Administration Office.
- All Hard Copy Price Quotes must come in an enclosed envelope labeled:
"Superintendent Search"
- An electronic copy of the price quote and supporting documentation shall come in PDF and/or Word formats and emailed to:
 - matgillis@natickps.org
 - bleblanc@natickma.org
 -

Hard Copy Proposals and Price Quote should be sent to:

Natick Public Schools
Attn: Matthew J. Gillis, Assistant Superintendent for Finance
13 East Central Street
Natick, MA 01760