

PLEASE POST – NOTICE OF PUBLIC MEETING

Essex North Shore Agricultural and Technical School

Finance Subcommittee

Essex North Shore Agricultural & Technical School

565 Maple Street

Hathorne, Massachusetts 01937

Maple Street Bistro

Wednesday, December 5, 2018

5:30 p.m.

Agenda

1. *Call to Order*

2. *Approval of Meeting Minutes*

The Subcommittee will consider approval of meeting minutes for the Finance Subcommittee meeting of November 1, 2018.

3. *Financial Statements*

Administrative Recommendation: To approve financial statements for July 31, 2018. If approved, these statements will be placed on file for audit.

4. *Acceptance of Donation*

Administration Recommendation: To accept a donation of \$1,000 from the Employee Directed Giving, Cummings Properties, to the Cosmetology Career & Technical Education Program.

5. *Student Records Compilation Update*

6. *South Campus Building Assessment Update*

- Feasibility Study
- Larkin Cottage
- Child Care Center

7. *Angell Animal Medical Center Memorandum of Understanding*

8. *Fiscal Year 2020 Budget Update*

The administration will provide an update regarding the FY2020 budget.

9. *Discussion items that were not reasonably anticipated by the Chairperson (M.G.L., Chapter 30A - Sections 18-25)*

10. *Adjourn*

*The listing of matters is those reasonably anticipated by the Chair in accordance with M.G.L., Chapter 30A, Section 18-25, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

Essex North Shore Agricultural and Technical School District

Finance Subcommittee

Essex North Shore Agricultural & Technical School

565 Maple Street

Hathorne, Massachusetts 01937

Maple Street Bistro

Thursday, November 1, 2018

5:30 p.m.

Tentative Minutes

Members Present: B. Perkins, B. Griffin-Dunne, A. Prazar, W. Nichols, W. Marquis, M. Strout, M. Teixeira Prince, J. O'Brien, G. Hathaway

Others Present: T. Norris, M. Znamierowski, H. Riccio, J. St. Pierre

1. *Call to Order*

Mr. Perkins called the meeting to order at 5:45 p.m.

2. *Approval of Meeting Minutes*

Mr. Strout made the motion to approve the meeting minutes from the Finance Subcommittee meeting of October 3, 2018.

Ms. Teixeira Prince seconded the motion. All in Favor.

3. *Ann Marie Greenleaf, DVM, DACVECC, Chief of Staff, Angell Animal Medical Center*  
Reviewed the floor plans, equipment needs, and renovations to existing small animal building, financial responsibilities of the District and possible grant opportunities.

Ms. Greenleaf from Angell in Boston and the program that is at Nashoba. She reviewed the MSPCA history. She described the three locations and three adoption center locations. She reviewed their background in teaching and their involvement with veterinary specialties and interns across the US. It is a natural transition to work with high school students. There is a shortage of vet assistants and technicians. In Boston there are thirty open positions with no qualified applicants and four in Waltham. Nashoba is fully staffed. She described the process of training vet technicians. Getting high school students interested opens a variety of avenues. She described how students proceed through the education levels and become actual veterinarians. The location of ENSATS could produce a nice group of students that might be employed in Boston. There has been a budget put together that is part of these minutes. She went on to review the financial requirements for this program. This information can be found in this packet.

She went on to discuss the build out cost for the clinic in the school. A financial plan must satisfy both the school and Angell. She reviewed two sheets that are part of the packet. She provided a low income model that is not sustainable. There is also a 100 percent for profit model and a breakeven point. She discussed the potential to service low income clients and the breakeven point. The schedule for first purchases of equipment and pharmaceuticals was reviewed. She provided the pricing for appointments and the need to increase appointment costs and the ratio of low income

and regular pay populations.

Dr. Riccio: Also, offered that there would be special pricing for Veterans.

Ms. Greenleaf went on to review how the low income populations would be identified and how payment is received. Their budget is January to December. The expense to run the clinic and the revenue realized was reviewed. The first year would be run at a deficit due to the startup costs. The second year should be a break even or at least generate a small profit. Any profit would be rolled back into the school along with any losses.

Mr. Marquis: asked about relationships with other veterinarians and the advisory board.

Ms. Greenleaf: explained the relationship and the benefit to local vets that are looking for technicians. They see the benefit for having students coming in to their practices.

Ms. Teixeira Prince: advised that there will be copies of the MOU.

Mr. Nichols: asked if the School Committee would have any input on the budget of this program.

Ms. Greenleaf: advised that yes, the input will be welcomed, but it will be a tight budget to start.

Mr. Perkins: asked how many students are involved in Nashoba.

Ms. Greenleaf: advised that there are about twenty students.

Dr. Riccio: discussed how many students at ENSATS would be involved.

Mr. Perkins: inquired about dual enrollment with North Shore students.

Mr. O'Brien: advised that this is an expensive program and the expense to the member communities.

Ms. Greenleaf: brought the amount of money under budget they are running at Nashoba and how that would be different at ENSATS.

Mr. O'Brien: asked about the space at ENSATS that this program would be located in.

Dr. Riccio: described the location and the space available at ENSATS.

Ms. Greenleaf: described the differences between Nashoba and ENSATS for this program. ENSATS already has the suites and space needed for this program.

Mr. Strout: asked who would perform the work necessary to create this space at ENSATS.

Dr. Riccio: described the architects that have been met with at Blue Sky Architects. The students at ENSATS would primarily do most of the work.

Joe St. Pierre: described to the group how the work would be performed.

Mr. O'Brien: asked about the existing space that would be given up.

Dr. Riccio: described the part of the clinic that would need to be constructed.

Joe St. Pierre: feels that the current space is being underutilized.

Dr. Riccio: described the animals that can now be used in the program. This program would allow the students to work with live animals. It is hoped that students in this program would get a certificate for this program and get credit for one year toward an Associate's degree at North Shore Community College and other programs.

The articulated credit is between 6-9 credits, but it is felt it is worth more credit.

Mr. Strout: asked how much time the students would spend with Angell.

Dr. Riccio: explained how the students would progress with their involvement with the program.

Mr. Perkins: asked about the guidelines for a co-op.

Mr. O'Brien: asked who would manage the budget for this program.

Ms. Znamierowski: advised that the MOU would give the guidelines for the responsibilities for the budget.

Ms. Greenleaf: described how the hours would be set up for appointments. There are no personnel for overnight care. There have been some options set up for animals that need critical care for low income overnight care.

Mr. Marquis: asked about the option for overnight care for full paying customers.

Ms. Greenleaf: described the surgeries that would require this care and the options provided.

Students are paid minimum wage after hours, school vacations and holidays.

Ms. Teixeira Prince: asked about Angell giving sixty days' notice with the decision to break the contract. She is concerned about the language for ENSATS to break the contract.

Ms. Greenleaf: feels that there is language in the contract for this provision.

Mr. O'Brien: asked about leasing or purchasing equipment.

Mr. Norris: reviewed the language of the MOU with the group.

Ms. Greenleaf: reviewed the revenue produced in Boston with full paying customers.

Ms. Teixeira Prince: reminded of the stigma for going outside the norms of traditional education and the potential to go outside of budget to pay for this program.

Ms. Greenleaf: described how the program is advertised to the public and the success of the program.

The group discussed the value of this program based on wait lists at local veterinarians and the value it will bring to the ENSATS students.

Mr. Nichols: asked about the risk ENSATS is taking compared to Angell's risk

Mr. Perkins: asked about the insurance required for this program.

Mr. Norris: reviewed the MOU and the recommended changes before it was presented tonight. The risk should be considered compared to the value to the educational program.

The ability to get out of the MOU can be firmed up if necessary to mitigate the risks.

The legal framework has been laid out, but the value to the ENSATS program cannot be determined until it has been put into action.

Ms. Teixeira Prince: compared the investment to the loss to ENSATS to enter into this program. The year one expense was reviewed. It is part of this packet.

The first year will be a \$90,000 loss based on a 70 percent booking rate.

Mr. O'Brien: made the motion to table this information until another meeting to allow for time to review this information.

Mr. Hathaway: seconded the motion.

Ms. Teixeira Prince: suggested how the money could be budgeted and how the assessments are allotted. It was suggested that the financials be presented more frequently than quarterly to initiate this program.

Ms. Znamierowski: advised as to how the E&D money can be used.

Mr. Strout: asked when Angell would need to know in order to open on July 1, 2019.

Ms. Greenleaf: suggested that it would need to be decided within six months prior to July 1.

The group decided that this would need to go to the full committee by January at the latest for a July 1 start up.

Ms. Greenleaf was asked to come back at a future Finance subcommittee meeting.

Mr. Perkins: asked about the potential for grant money to fund this program.

Dr. Riccio: advised of potential grants that can be used to purchase the equipment. She reviewed the processes that have taken place towards this process. The Perkins

grant and Capitol Skills Equipment and competitive grant process. The Perkins grant was used 100 percent last year to purchase equipment for ENSATS' programs. There was discussion about potential funding for this program.

Ms. Teixeira Prince: left the meeting at 6:43pm.

All in Favor to table the approval of this program for future meeting

4. *Massachusetts Learning Excursions Private Grant*

Dr. Riccio discussed how this grant came about from High Tec High in California. A grant was written to bring a team from ENSATS to High Tec High for a stipend of \$1,100 each. She went on to describe this grant and rethinking high school.

Everything is paid for by the High Tec High organization.

Mr. Marquis made the motion to accept the Massachusetts Learning Excursions Private Grant. This grant is funded through the Next Generation Learning Challenges (NGLC) and the Farr Foundation. A team of five individuals' will receive a stipend of \$1,100.00 (total monetary values of \$5,500) to pay for all of their travel related expenses (hotel, airfare, any non-hosted meals, etc.)

Mr. Prazar Seconded the motion. All in Favor.

5. *Removal of Trees*

Mr. Perkins asked Ms. Znamierowski where this money would come from. Ms. Znamierowski described the change in funding that would make this money available to fund the removal of the trees.

Mr. Marquis made the motion for the transfer of funds in the amount of \$15,000 for removal of aging and deteriorating trees on the grounds.

Mr. Hathaway seconded the motion. All in Favor.

6. *Outstanding Travel Reimbursement FY2018*

Ms. Znamierowski described the situation that created the need for this reimbursement. There was no PO for this last year, but it was a required expense last year.

Mr. Marquis made the motion to authorize payment of an outstanding FY2018 travel reimbursement in the amount of \$224.45 for a consultant working with admissions. Specific detail of this reimbursement will be provided at the School Committee meeting.

Mr. Lannon seconded the motion. All in Favor.

7. *Cleaning Service Bid FY2019-3*

Ms. Znamierowski described the bidding process and the recommendation of Star Building Service. This will replace one custodian and is a cost savings to the district per year. No custodians lost their job. A position was opened up due to a custodian being moved to the farm. There is a MOU with AFSCME regarding the evaluation of custodians.

Mr. Marquis made the motion to award this bid to Star Building Service, Inc. of Boston, the lowest responsive bidder for a total estimated three year cost of \$86,263.20.

Mr. Prazar seconded the motion. All in Favor.

8. *Proposed Salary Scale for Director of Facilities, Farm and Grounds*

This proposal is part of tonight's packet.

Mr. Strout mentioned that two job descriptions were approved at tonight's Personnel

subcommittee meeting and a salary range was added to the job descriptions. The Personnel subcommittee feels there needs to be a hard look at scales for future contracts.

Mr. Strout: asked about the salary scale for this expanded job.

The group discussed what salary the Director of Facilities, Farm and Grounds would start at. It will be at step 7 \$113,332 annually.

Mr. Strout: suggests that all administrators negotiate their salary with the Superintendent-Director on July 1.

Mr. O'Brien: made the motion that the beginning salary of this position will be \$113,332 and be re-negotiated on July 1, 2019.

Dr. Riccio: reviewed when the administrative contracts are up for renewal. It would make sense to run this contract through June 30.

Mr. O'Brien: made the motion to start at \$113,332 with an expiration of June 30, 2019.

All in Favor.

9. *Chapter 74 Special Education Assessment Formula for Out of District Students*

Dr. Riccio passed out some documents regarding out of district special education costs. She reviewed how this information was collected and the data was used for this report. She reviewed the state formula compared to a flat fee for the special education services provided to the students. They are recommending a cap of an additional \$7,000 per student. There is a formula for the different Special education services required for students. This impacts the surrounding communities with out of district students that receive services. Because of blind admissions nobody knows if a student is on an Ed plan. The ENSATS SPED Department meets with the surrounding communities after acceptance to determine services required. Most communities have one or two students. The group discussed what the state funds per student and what the average is for Special education costs, how the calculations are made and what they are based on. There is a commission that sets the rate.

Mr. Marquis made the motion to accept the assessment formula.

Mr. Hathaway seconded the motion.

Mr. Marquis asked when this would be implemented.

Dr. Riccio: described how the communities would be notified; allowing for time to budget and that the assessment would begin next year. This is the law and there is a cap to allow for budgeting per student.

All in Favor.

10. *Transcription Compilation Discussion*

Dr. Riccio described how this conversation came to be based on the tour of Smith Hall. There are three locations where student records are being housed and there is potential for water damage. Bringing the records into one location and making some electronic is the goal

Mr. Perkins: reviewed the difference between temporary and permanent records. Permanent records must be kept for sixty years. He asked if there have been any cost estimates received. Records should be stored in a fire safe location.

Mr. O'Brien: asked about saving records electronically.

The group discussed the potential of looking into costs of storing records in stages electronically.

Dr. Riccio: suggested putting a draft plan in place for the next meeting.

Mr. Perkins: recommended coming back with costs and a plan.

*11. Discussion items that were not reasonably anticipated by the Chairperson (M.G.L., Chapter 30A - Sections 18-25)*

Mr. Strout brought up the positions that were discussed tonight at the Personnel Subcommittee and their approval without the salary charts.

Mr. Perkins: Thanked Dr. Riccio for contacting a machining referral that would be beneficial resource to ENSATS students.

Mr. O'Brien made the motion to move forward with the two positions discussed tonight.

Mr. Marquis seconded the motion. All in Favor.

A budget timeline was distributed by the ENSATS administration.

Mr. Strout advised that there was an article in the Salem News regarding Ms. Teixeira Prince's resignation and her replacement.

Mr. Perkins made the motion to adjourn at 7:20 pm. Mr. Strout seconded the motion. All in Favor.

It was suggested that meeting be held here in the Bistro for future meetings.

The meeting adjourned at 7:21 pm.

*Respectfully submitted by the Recording Secretary*

*The listing of matters is those reasonably anticipated by the Chair in accordance with M.G.L., Chapter 30A, Section 18-25, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

# Essex North Shore Agr. and Tech. School District

## Gross Budget Summary Rev & Exp Report For the Period 07/01/2018 through 07/31/2018

Fiscal Year: 2018-2019

	<u>07/01/2018 - 07/31/2018</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Community Assessments					
Community Assessments (+)	\$0.00	\$0.00	\$20,601,178.00	\$20,601,178.00	0.0%
Sub-total : Community Assessments	\$0.00	\$0.00	\$20,601,178.00	\$20,601,178.00	0.0%
Miscellaneous					
Miscellaneous (+)	\$30,449.45	\$30,449.45	\$5,460,340.00	\$5,429,890.55	0.6%
Sub-total : Miscellaneous	\$30,449.45	\$30,449.45	\$5,460,340.00	\$5,429,890.55	0.6%
Other Financing Sources					
Other Financing Sources (+)	\$0.00	\$0.00	\$1,209,288.00	\$1,209,288.00	0.0%
Sub-total : Other Financing Sources	\$0.00	\$0.00	\$1,209,288.00	\$1,209,288.00	0.0%
State Aid					
State Aid (+)	\$0.00	\$0.00	\$1,058,816.00	\$1,058,816.00	0.0%
Sub-total : State Aid	\$0.00	\$0.00	\$1,058,816.00	\$1,058,816.00	0.0%
<b>Total : INCOME</b>	<b>\$30,449.45</b>	<b>\$30,449.45</b>	<b>\$28,329,622.00</b>	<b>\$28,299,172.55</b>	<b>0.1%</b>
<b>EXPENSES</b>					
Expenditures					
Expenditures (-)	\$865,040.18	\$865,040.18	\$28,329,622.00	\$27,464,581.82	3.1%
Sub-total : Expenditures	(\$865,040.18)	(\$865,040.18)	(\$28,329,622.00)	(\$27,464,581.82)	3.1%
<b>Total : EXPENSES</b>	<b>(\$865,040.18)</b>	<b>(\$865,040.18)</b>	<b>(\$28,329,622.00)</b>	<b>(\$27,464,581.82)</b>	<b>3.1%</b>
<b>NET ADDITION/(DEFICIT)</b>	<b>(\$834,590.73)</b>	<b>(\$834,590.73)</b>	<b>\$0.00</b>	<b>\$834,590.73</b>	<b>0.0%</b>

End of Report

Operating Statement with Budget

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2018.4.10

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# Essex North Shore Agr. and Tech. School District

## Foundation Rev & Exp Report For the Period 07/01/2018 through 07/31/2018

Fiscal Year: 2018-2019

	<u>07/01/2018 - 07/31/2018</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Foundation Assessments					
Foundation Assessments (+)	\$0.00	\$0.00	\$14,092,877.00	\$14,092,877.00	0.0%
Sub-total : Foundation Assessments	\$0.00	\$0.00	\$14,092,877.00	\$14,092,877.00	0.0%
Mass State Aid					
Mass State Aid (+)	\$0.00	\$0.00	\$4,191,296.00	\$4,191,296.00	0.0%
Sub-total : Mass State Aid	\$0.00	\$0.00	\$4,191,296.00	\$4,191,296.00	0.0%
Miscellaneous - Miscellaneous					
Miscellaneous (+)	\$30,449.45	\$30,449.45	\$4,906,540.00	\$4,876,090.55	0.6%
Sub-total : Miscellaneous - Miscellaneous	\$30,449.45	\$30,449.45	\$4,906,540.00	\$4,876,090.55	0.6%
Foundation - OFS					
Other Financing Sources (+)	\$0.00	\$0.00	\$1,209,288.00	\$1,209,288.00	0.0%
Sub-total : Foundation - OFS	\$0.00	\$0.00	\$1,209,288.00	\$1,209,288.00	0.0%
<b>Total : INCOME</b>	<b>\$30,449.45</b>	<b>\$30,449.45</b>	<b>\$24,400,001.00</b>	<b>\$24,369,551.55</b>	<b>0.1%</b>
<b>EXPENSES</b>					
Foundation Expenditures					
Expenditures (-)	\$837,150.62	\$837,150.62	\$24,400,001.00	\$23,562,850.38	3.4%
Sub-total : Foundation Expenditures	(\$837,150.62)	(\$837,150.62)	(\$24,400,001.00)	(\$23,562,850.38)	3.4%
<b>Total : EXPENSES</b>	<b>(\$837,150.62)</b>	<b>(\$837,150.62)</b>	<b>(\$24,400,001.00)</b>	<b>(\$23,562,850.38)</b>	<b>3.4%</b>
<b>NET ADDITION/(DEFICIT)</b>	<b>(\$806,701.17)</b>	<b>(\$806,701.17)</b>	<b>\$0.00</b>	<b>\$806,701.17</b>	<b>0.0%</b>

End of Report

Operating Statement with Budget

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# Essex North Shore Agr. and Tech. School District

## Transportation Rev & Exp Report For the Period 07/01/2018 through 07/31/2018

Fiscal Year: 2018-2019

	<u>07/01/2018 - 07/31/2018</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Transportation Assessments					
Transportation Assessments (+)	\$0.00	\$0.00	\$192,220.00	\$192,220.00	0.0%
Sub-total : Transportation Assessments	\$0.00	\$0.00	\$192,220.00	\$192,220.00	0.0%
Transportation Reimbursement					
Transportation Reimbursement (+)	\$0.00	\$0.00	\$1,058,816.00	\$1,058,816.00	0.0%
Sub-total : Transportation Reimbursement	\$0.00	\$0.00	\$1,058,816.00	\$1,058,816.00	0.0%
Transportation - Miscellaneous					
Miscellaneous (+)	\$0.00	\$0.00	\$553,800.00	\$553,800.00	0.0%
Sub-total : Transportation - Miscellaneous	\$0.00	\$0.00	\$553,800.00	\$553,800.00	0.0%
<b>Total : INCOME</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,804,836.00</b>	<b>\$1,804,836.00</b>	<b>0.0%</b>
<b>EXPENSES</b>					
Transportation Expenditures					
Expenditures (-)	\$27,889.56	\$27,889.56	\$1,804,836.00	\$1,776,946.44	1.5%
Sub-total : Transportation Expenditures	(\$27,889.56)	(\$27,889.56)	(\$1,804,836.00)	(\$1,776,946.44)	1.5%
<b>Total : EXPENSES</b>	<b>(\$27,889.56)</b>	<b>(\$27,889.56)</b>	<b>(\$1,804,836.00)</b>	<b>(\$1,776,946.44)</b>	<b>1.5%</b>
<b>NET ADDITION/(DEFICIT)</b>	<b>(\$27,889.56)</b>	<b>(\$27,889.56)</b>	<b>\$0.00</b>	<b>\$27,889.56</b>	<b>0.0%</b>

End of Report

Operating Statement with Budget

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# Essex North Shore Agr. and Tech. School District

## Debt Service Rev & Exp Report For the Period 07/01/2018 through 07/31/2018

Fiscal Year: 2018-2019

	<u>07/01/2018 - 07/31/2018</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Debt Service Assessments					
Debt Service Assessments (+)	\$0.00	\$0.00	\$1,829,192.00	\$1,829,192.00	0.0%
Sub-total : Debt Service Assessments	\$0.00	\$0.00	\$1,829,192.00	\$1,829,192.00	0.0%
<b>Total : INCOME</b>	\$0.00	\$0.00	\$1,829,192.00	\$1,829,192.00	0.0%
<b>EXPENSES</b>					
Debt Service Expenditures					
Expenditures (-)	\$0.00	\$0.00	\$1,829,192.00	\$1,829,192.00	0.0%
Sub-total : Debt Service Expenditures	\$0.00	\$0.00	(\$1,829,192.00)	(\$1,829,192.00)	0.0%
<b>Total : EXPENSES</b>	\$0.00	\$0.00	(\$1,829,192.00)	(\$1,829,192.00)	0.0%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	\$0.00	\$0.00	\$0.00	0.0%

End of Report

Operating Statement with Budget

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**Essex North Shore Agr. and Tech. School District**

**Capital Improvement Rev & Exp Report For the Period 07/01/2018 through 07/31/2018**

Fiscal Year: 2018-2019

	<u>07/01/2018 - 07/31/2018</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Capital Improvment Assessments					
Capital Improvement Assessments (+)	\$0.00	\$0.00	\$295,593.00	\$295,593.00	0.0%
Sub-total : Capital Improvment Assessments	\$0.00	\$0.00	\$295,593.00	\$295,593.00	0.0%
<b>Total : INCOME</b>	\$0.00	\$0.00	\$295,593.00	\$295,593.00	0.0%
<b>EXPENSES</b>					
Capital Improvement Expenditures					
Expenditures (-)	\$0.00	\$0.00	\$295,593.00	\$295,593.00	0.0%
Sub-total : Capital Improvement Expenditures	\$0.00	\$0.00	(\$295,593.00)	(\$295,593.00)	0.0%
<b>Total : EXPENSES</b>	\$0.00	\$0.00	(\$295,593.00)	(\$295,593.00)	0.0%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	\$0.00	\$0.00	\$0.00	0.0%

End of Report

Operating Statement with Budget

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Essex North Shore Agricultural & Technical School District  
Revolving Fund Balance Sheet  
As of July 31, 2018

**ASSETS**

Due From General Fund	\$1,122,188.28
Accounts Receivable	0.00
Inventory	<u>5,399.00</u>
 Total Assets	 <u>\$1,127,587.28</u>

**LIABILITIES**

Due To General Fund	\$14,522.62
Security Deposit	<u>14,048.00</u>
 Total Liabilities	 <u>28,570.62</u>

**FUND EQUITY**

		Reserved for Encumbrances <u>07/31/18</u>	Balance Available <u>07/31/18</u>
Fund Balance - Night School	\$74,829.08	25,000.00	49,829.08
Fund Balance - Culinary Art	147,176.17	0.00	147,176.17
Fund Balance - Career Areas	223,370.06	0.00	223,370.06
Fund Balance - Rental Fund	155,152.85	184,288.00	(29,135.15)
Fund Balance - School Lunch	216,118.11	0.00	216,118.11
Fund Balance - Insurance Claims	41,867.08	0.00	41,867.08
Fund Balance - Awards and Scholarships	84,418.52	0.00	84,418.52
Fund Balance - Tuition	87,607.35	0.00	87,607.35
Fund Balance - School Choice	5,936.00	0.00	5,936.00
Fund Balance - Regional Trans Reimb Fund	0.00	0.00	0.00
Fund Balance - Athletics	<u>62,541.44</u>	<u>0.00</u>	<u>62,541.44</u>
 Total Fund Equity	 <u>1,099,016.66</u>	 <u>209,288.00</u>	 <u>889,728.66</u>
 Total Liabilities and Fund Equity	 <u>\$1,127,587.28</u>		

Unaudited

Essex North Shore Agricultural and Technical School District  
Revolving Fund Summary  
July 31, 2018

					YTD
					Excess
					Revenues
Description	Current	YTD	Current	YTD	Over(Under)
	Revenues	Revenues	Expenditures	Expenditures	Expenditures
Night School	0.00	0.00	0.00	0.00	0.00
Culinary Art	250.00	250.00	5.31	5.31	244.69
Career Areas	424.00	424.00	523.50	523.50	(99.50)
Rental fund	34,836.50	34,836.50	8,259.00	8,259.00	26,577.50
School Lunch	8,716.87	8,716.87	(3.72)	(3.72)	8,720.59
Insurance Claims	0.00	0.00	0.00	0.00	0.00
Awards and Scholarships	1,180.00	1,180.00	1,000.00	1,000.00	180.00
Tuition	0.00	0.00	0.00	0.00	0.00
School Choice	0.00	0.00	0.00	0.00	0.00
Regional Trans Reimb Fund	0.00	0.00	0.00	0.00	0.00
Athletics	876.00	876.00	0.00	0.00	876.00
Total Revolving Funds	46,283.37	46,283.37	9,784.09	9,784.09	36,499.28

Unaudited

Essex North Shore Agricultural & Technical School District  
Grant Fund Statement of Revenues  
and Expenditures  
Period Ended July 31, 2018

<u>Grant #</u>	<u>Fund</u>	<u>Description</u>	<u>Project Code</u>	<u>Grant Amount</u>	<u>Current Revenues</u>	<u>YTD (Cumulative) Revenues</u>	<u>Current Expenditures</u>	<u>YTD (Cumulative) Expenditures</u>	<u>YTD Excess Revenues Over(Under) Expenditures</u>
<u>FY 2017 Grants</u>									
2017 - 1	401	Entitlement 94-142	240	321,453.00	0.00	321,453.00	0.00	321,408.00	44.00
2017 - 10	410	MA Capital Skills - Health and Dental	n/a	244,292.00	0.00	244,292.00	0.00	223,378.31	20,913.69
Total				<u>565,745.00</u>	<u>0.00</u>	<u>565,745.00</u>	<u>0.00</u>	<u>544,787.31</u>	<u>20,957.69</u>

<u>FY 2018 Grants</u>									
2018 - 1	301	Perkins	400	301,450.00	12,544.00	273,910.00	3,996.30	276,522.28	(2,612.28)
2018 - 3	303	Title IVA	309	3,718.00	3,346.00	3,718.00	3,600.00	3,718.00	0.00
2018 - 4	304	Title IIA	140	36,313.00	6,063.00	26,103.00	0.00	26,103.01	(0.01)
2018 - 5	305	IDEA 94-142	240	334,217.00	35,616.00	286,030.00	2,509.39	322,086.71	(36,056.71)
2018 - 7	307	Title I	305	163,536.00	38,027.00	152,160.00	0.00	152,113.46	46.54
2018 - 10	310	Lowe's Toolbox for Education	n/a	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2018 - 13	313	MassBlo Ed	n/a	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2018 - 14	314	Year Long Living to Serve	n/a	3,000.00	0.00	3,000.00	0.00	2,775.99	224.01
2018 - 15	315	NSCC Adv Manufacturing	n/a	49,500.00	3,500.00	3,500.00	12,240.00	18,005.12	(14,505.12)
2018 - 17	317	Skills Capital Grant (Adv. Man.)	n/a	495,210.00	0.00	494,897.62	0.00	495,210.00	(312.38)
Total				<u>1,396,944.00</u>	<u>99,296.00</u>	<u>1,253,318.62</u>	<u>22,345.69</u>	<u>1,296,534.57</u>	<u>(43,215.95)</u>



November 19, 2018

Cassia Gilroy  
Essex North Shore Agricultural Technical Foundation  
565 Maple Street  
Hathorne, MA 01937

Congratulations! We are delighted to present **Essex North Shore Agricultural Technical Foundation** with the enclosed \$1,000 donation to be used for Cosmetology Department. Along with this gift, please accept our heartfelt appreciation for your valuable work, as well as our very best wishes for your organization's continued success.

This gift is in honor of, and is being made at the recommendation of:  
**Raeann Evitts, 8 Maryvale Lane, Peabody, MA 01960-2045**

Through Employee Directed Giving, Cummings Properties is recognizing colleagues in its real estate division and at the affiliated New Horizons retirement communities in Marlborough and Woburn. Annually, the Company invites each valued team member to select a local charitable organization to receive a \$1,000 donation.

Since 2012, Employee Directed Giving has resulted in nearly \$2.25 million in donations to nonprofits like yours that are making a meaningful difference in the communities where our staff and their families live.

Please contact Communications Admin Cindy Carey at 781-569-2335 or [cxc@cummings.com](mailto:cxc@cummings.com) with questions. More information about Employee Directed Giving is available at [www.cummings.com/charity](http://www.cummings.com/charity).

Sincerely,

CUMMINGS PROPERTIES, LLC

A handwritten signature in cursive script that reads 'Dennis Clarke'.

Dennis A. Clarke, Chairman and CEO



**Share the good news!** Draw attention to your cause by snapping a photo with the mini-poster on the back of this letter and posting it on social media, using **#CummingsEDG**.

*PS. To save your time and funding, please do not add our organization to any mailing lists. Although we are interested in the good work so many local nonprofits are doing, we are unable to read the vast amount of correspondence we receive. Thank you.*



Essex North Shore Agricultural & Technical School District

Cosmetology Sales Summary

Date: 11/20/18

Patrons: 2-03-4-06 cash: \_\_\_\_\_

checks: \$1000.00 (Donation Torrance Mugford's  
Mother's Company)

Kit Sales: 2-03-4-05

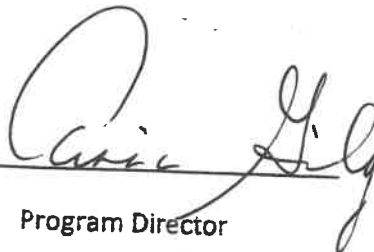
~~cash: \_\_\_\_\_~~  
~~checks: \_\_\_\_\_~~

Student: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Cash: \_\_\_\_\_

Total Checks: \$1000.-

Total Deposit: \$1000.00

  
Program Director

Received by Business Office: \_\_\_\_\_

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

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
PM	Cummings Properties	9800-300	111318-145	11/13/2018		Staff Giving	1,000.00	0.00	1,000.00

Payor: Cummings Properties, LLC	Date: 11/9/2018	Check No: 1179530	Check Amount: 1,000.00
Payee: ESSEX NORTH SHORE AGRICULTURAL			

Retain this statement for your records

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Cummings Properties, LLC  
Woburn Cash Mgmt LLC, Escrow Agent  
200 West Cummings Park  
Woburn, MA 01801

People's United Bank  
One Conant Street  
Danvers, MA 01923

53-7116  
2113

Date	Check No.	Check Amount
11/9/2018	1179530	1,000.00

One Thousand AND 00/100 Dollars

Pay to the order of:

ESSEX NORTH SHORE AGRICULTURAL  
TECHNICAL FOUNDATION INC.  
PO BOX 305  
BEVERLY, MA 01915-0006

VOID IF NOT CASHED WITHIN 120 DAYS WITHIN DATE OF ISSUE



SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

⑈1179530⑈ ⑆211371162⑆ 35 406804⑈

**OPERATIONAL AND FACILITIES AGREEMENT**  
**(the "Agreement")**

This Operational and Facilities Agreement ("Agreement") is made by and between Massachusetts Society for the Prevention of Cruelty to Animals - Angell Memorial Animal Medical Center, an independent Massachusetts charitable corporation qualifying as a tax exempt public charity ("MSPCA Angell") and the Essex North Shore Agricultural and Technical School District (the "District"), a regional school district and body politic and corporate of the Commonwealth of Massachusetts within the meaning of Massachusetts General Laws, Chapter 71, Section 16, which owns and operates Essex North Shore Agricultural and Technical School ("School"). MSPCA Angell and the District shall be collectively referred to as the "Parties".

WHEREAS, MSPCA Angell has offered to establish, conduct, and operate a veterinary clinic to be located at the School (the "Clinic") and serve companion pets of individuals and families in the communities served by the School, including low income families, and provide an educational training program for students at the School that covers the basic principles and practices of a veterinary clinic including actual participation in a model organization, in accordance with the laws and regulations governing the establishment and operation of such practices or programs including M.G.L. c. 71, 74 and 76, and the Massachusetts Veterinary Regulations 256 CMR 1.00 – 10.00; and

WHEREAS, MSPCA Angell and the District have met and agreed on the Philosophy, Purpose, and Goals of this program and its educational objective, as set forth in Exhibit 1 attached hereto and made a part hereof; and

WHEREAS, MSPCA Angell and the District have jointly developed a Curriculum Plan setting forth the educational objectives and goals to be achieved through this training facility and the educational program staff; and

WHEREAS, the District considers it advantageous to the students and citizens of the communities served by the District, including the Towns of Peabody, Salem, Beverly, Danvers, Lowell, Tewksbury, Andover, Middleton, Saugus, Lynnfield, Hamilton, Marblehead, Swampscott, Salisbury, Gloucester, Rockport and Haverhill to obtain the benefits of such a program.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration as set forth herein, the parties agree as follows:

**1. TERM OF AGREEMENT**

This Agreement shall be for an initial term of five and one-half (5.5) years commencing on January 1, 2019 and ending on June 30, 2024 (the "Anniversary Date"). For purposes of this Agreement, June 30 shall be the Anniversary Date thereafter. The parties agree that this Agreement, including the use of facilities to operate the Clinic and the Revenue Sharing/Deficit

Funding provisions shall be automatically renewed annually on said Anniversary Date for successive one (1) year periods unless either party notifies the other in writing at least sixty (60) days in advance of the next forthcoming Anniversary Date, in which event this Agreement shall terminate on the Anniversary Date immediately following said notice.

Notwithstanding the foregoing provisions of this Section 1 to the contrary, at any time after one (1) year of operations at the School, MSPCA Angell shall have the right to terminate this Agreement upon six (6) months advance written notice if the Clinic is consistently operating at a loss and such losses are not being funded by the District in accordance with Section 14 below; likewise, the District shall have the right to terminate this Agreement upon six (6) months advance written notice if the Clinic is consistently operating at a loss. Should this occur, the Parties agree that the Clinic will continue its operations through the last day of the school year in session at the time the six-month notice is given.

In the event that either party terminates the Agreement prior to the expiration of the initial term or any renewal term, the Parties agree that all equipment, materials and supplies purchased or supplied by the District will remain the property of the District.

## **2. CLINIC SPACE; FACILITIES**

During the term of this Agreement, the District shall provide the space shown in Exhibit 2 to this Agreement, to be used exclusively as the Clinic. The District shall be responsible for necessary renovations of the space in accordance with plans previously prepared by BlueSky architects and approved by both MSPCA Angell and the District. The District, at its expense, shall provide: all required utilities (hot and cold running water, electric, heating and cooling); bathroom facilities; a reception area; accessibility to the Clinic; and, exclusive parking for MSPCA Angell personnel and patients proximate to the Clinic as set forth on Exhibit 3.

No rent shall be charged to MSPCA Angell for its use of the Clinic.

## **3. FURNITURE, EQUIPMENT, AND SUPPLIES**

The District shall provide the following: (i) telephone and communication equipment and services; (ii) computer and information technology equipment and services; (iii) internet and cable; (iv) medical equipment and supplies to be used in the operation of the Clinic, including custodial and cleaning supplies (but excluding medicines, which shall be provided by MSPCA Angell and sold at cost to the District); and (v) all office and other furniture and equipment used in the operation of the Clinic. All such items to be provided to the reasonable specifications and requirements of MSPCA Angell. MSPCA Angell agrees to exercise reasonable care when using the equipment and supplies provided by the District, and that such equipment and supplies will only be used for their intended purpose.

The Parties have prepared an initial Supply List (Exhibit 4) which outlines the types of equipment and supplies required to get the Clinic up and running. The District is already in possession of some of the necessary equipment and supplies which it agrees to provide for use in the Clinic. In addition, the District agrees to fund or seek funding for the purchase of additional

or new medical equipment or supplies which have education value or which serve an educational purpose. Once operational, it is expected that equipment and supplies necessary for the day to day operation of the Clinic will be purchased with revenues from the Clinic. (See Section 11, below).

Any medical equipment or supplies deemed outdated or inadequate for Clinic use during the term of the Agreement shall be returned to the District.

#### **4. CUSTODIAL SERVICES; MAINTENANCE**

Daily custodial services for the Clinic, including cleaning the bathrooms, reception area, and removal of trash and refuse, and all maintenance and repair work required at the Clinic shall be provided by the District at no cost to MSPCA Angell.

MSPCA Angell will be responsible for sanitizing the clinic, and the surgery area and all countertops will be cleaned by MSPCA Angell personnel only.

#### **5. OPERATIONS.**

MSPCA Angell shall have overall supervisory responsibility for the operation of the Clinic and the provision of veterinary care to pets visiting the Clinic. In connection with the operations of the Clinic, MSPCA Angell shall be responsible for the following: (i) preparation and reporting of annual budget for the Clinic; (ii) hiring, disciplining and terminating Clinic employees; (iii) determination of staffing levels; (iv) negotiating contracts, pricing, etc. with vendors for the Clinic; and (v) determining need for equipment used in Clinic operations and the acquisition of same. MSPCA Angell shall determine the client/patient mix between full pay and discounted services at the Clinic, provided however, that MSPCA Angell shall not maintain a mix that consistently results in the Clinic continuing to operate at a deficit. As referenced in Section 14 below, MSPCA Angell shall report to the District on a quarterly basis regarding the operations and financial performance of the Clinic.

Twice annually at times reasonably agreeable to all parties, representatives of both MSPCA Angell and the District shall meet to review all aspects of the operations of the Clinic, including matters related to staffing, mix of patients, and financial matters. MSPCA Angell will consider in good faith any suggestions made by the District but retains sole and exclusive discretion regarding the operations of the Clinic, subject to compliance with applicable laws and regulations, including the laws pertaining to education and vocational education within the commonwealth, such as, M.G.L. Chapters 71, 74 and 76 and the laws and regulations promulgated and enforced by the Massachusetts Department of Elementary and Secondary Education.

#### **6. SECURITY; SAFETY PROTOCOLS.**

MSPCA Angell will be responsible for security of the Clinic and the securing of all medical equipment, medications, and instruments located in the Clinic. The District will install and maintain appropriate security/surveillance equipment that is mutually agreed upon by the



District and MSPCA Angell.

The District shall be responsible in general for the security of the School premises, including parking areas. MSPCA personnel shall be notified of and participate in all safety and security programs conducted by the District for its faculty and students, including any active shooter training programs conducted by the District.

All Clinic staff and volunteers, including employees of MSPCA Angell must undergo criminal background checks consistent with M.G.L. c. 71, s. 38R.

## **7. INDEMNIFICATION; INSURANCE**

MSPCA Angell, on the one hand, and the District, on the other hand, shall indemnify, defend and hold each other, and their respective trustees, directors, officers, employees, agents, representatives and students harmless from any losses, damages, expenses and other liabilities caused by the negligent acts or omissions or willful misconduct of the indemnifying party or its respective trustees, directors, officers, employees, agents, representatives or students that result in personal injuries to any person or persons and for losses to personal property of the indemnified party during any term of this Agreement or any extension hereof. Each party shall carry, at its own expense and, in each case, naming the other party as an additional insured: (i) Comprehensive General Liability Insurance, including property damage, with limits of not less than \$1,000,000 per claim/\$2,000,000 in the aggregate with respect to personal injury or death; (ii) \$1,000,000 of property/casualty insurance; and (iii) so called umbrella insurance with additional limits of liability. Both parties shall also maintain statutorily required workers compensation coverage for their respective employees and staff involved with the Clinic. **The District shall maintain insurance to cover injuries to its students.** All such insurance policies shall be maintained with reputable and fiscally sound insurance companies licensed to provide insurance in the Commonwealth of Massachusetts and shall not be cancellable or reduced in coverage amounts without thirty (30) days advance notice to the additional insured party. All such insurance shall be primary and non-contributory to the additional insured party. All policies of insurance shall include a waiver of subrogation clause or endorsement denying to the insurer rights of subrogation against the additional insured. Each party shall provide a certificate of insurance to the other party evidencing such policies with the execution of this agreement and shall provide updated certificates of insurance from time to time during the term of this Agreement as reasonably requested by the other party.

Each party to this Agreement retains the right, at its own expense, to obtain and maintain additional insurance as it deems necessary in connection with the operation of the Clinic.

## **8. ASSIGNMENT**

Neither party shall assign any of its rights, duties, or obligations hereunder without the express written consent of the other party, which consent shall not be unreasonably withheld.

## **9. REMOVAL OF GOODS**

Upon the termination of this Agreement for any reason, all furniture, equipment and goods located at the Clinic or purchased by the District remain the property of the District notwithstanding the use of these items by MSPCA Angell and may not be removed from the Clinic without the express written permission of the District. The District shall likewise retain ownership and possession of all improvements, alterations and additions made to or upon Clinic.

MSPCA Angell shall retain ownership and possession of any medicines and medical supplies not previously paid for or reimbursed by the District and shall buy back from the District any medicine prepaid or purchased by the District.

#### **10. ACCESS TO FACILITY**

MSPCA Angell, its vendors and designees, shall have access to the Clinic at all times during the term of this Agreement in order to operate the Clinic, receive supplies, and prepare and maintain the Clinic area for day to day operations. Such access shall include making the Clinic available to MSPCA employees, vendors and other invitees on weekends, school holidays, snow days and other days when the School facilities are not generally open to students. Students and representatives of the District shall not be required to be present on days when the School is closed, however, nothing in this agreement shall preclude the Superintendent and/or the Facilities Manager, or public safety officials from entry into the Clinic area at all reasonable times. The District shall use commercially reasonable good faith efforts to make plowing for access to and parking for the Clinic a priority.

#### **11. SUPPLY OF MATERIALS**

It is expected that once the clinic begin its regular operations, medical and other supplies outlined in Exhibit 4 and necessary for the day to day operation of the Clinic will be purchased with revenues from the Clinic, at the discretion of MSPCA Angell. MSPCA Angell, its vendors and its designees involved in the operation of the Clinic shall have the right to access the Clinic area at all reasonable times to supply all materials and services required for the functioning of the Clinic, as MSPCA Angell shall determine in its reasonable discretion.

#### **12. HOURS OF OPERATION**

The Clinic will be available to the public Monday through Friday between 7:45a.m. and 4:00 p.m., including during school holidays, breaks, and summer vacation. The Clinic will be available to Clinic personnel beginning at 7 am and until as late as needed. Perimeter security will be set at 6:00 pm at night unless the custodian/facilities manager is notified otherwise.

The District will allow MSPCA Angell access to the clinic for normal operations during school holidays, summer vacation, weekends and snow days, and the District shall make parking available for Clinic operations on those days.

#### **13. CLINIC SERVICES: PATIENT SELECTION.**

The Clinic will offer to the pets of owners who are part of the School community or who live in

surrounding communities spay/neuter services, vaccinations, and basic veterinary care. The Clinic will provide out-patient veterinary services only, and will not provide overnight care, specialty service care, or 24/7 emergency service, such as is provided by MSPCA Angell's Boston and Waltham facilities. Where such other services are required, MSPCA Angell will refer cases, as appropriate, to specialty veterinary referral hospital(s) in the area surrounding the School.

MSPCA Angell contemplates that approximately seventy percent (70%) of veterinary patients will be seen and treated on a regular pay as you go basis at full pricing for such services, and that approximately thirty percent (30%) of patients will receive some level of discount for veterinary services performed for their pets based on their level of income and other circumstances. The actual mix of full paying to discounted patients, and the level of discount provided, shall in all cases be determined in the discretion of MSPCA Angell, provided however, that MSPCA shall not maintain a mix that consistently results in the Clinic continuing to operate at a deficit if it can be avoided.

#### **14. REVENUE SHARING; DEFICIT FUNDING.**

All revenues from the performance of veterinary services shall be administered by and the property of MSPCA Angell. Revenues from the Clinic shall first be used to defray the expenses incurred by MSPCA in operating the Clinic.

On a quarterly basis, MSPCA Angell shall determine the net revenues or losses generated by the Clinic and submit a written financial report to the District regarding such quarterly operations. Net revenues or losses for each fiscal quarter shall be calculated on an accrual basis, subtracting all direct expenses related to the operation of the Clinic (including the salaries and allocated payroll taxes and fringe benefits of MSPCA Angell employees working at the Clinic) and a general overhead/administrative factor of ten percent (10%) of Clinic revenues for the period, from gross revenues earned by the Clinic during that quarter. Each quarterly report shall be provided to the District within thirty (30) days following the end of each fiscal quarter during the term of this Agreement, except that the report for the quarter ending June 30<sup>th</sup> of each year during the term shall be provided within sixty (60) days following the end of that quarter.

During the first year of this agreement, revenue/loss reporting as described above shall be made to the District's finance subcommittee on a bi-monthly basis.

To the extent that net revenues are generated by the Clinic for the reported quarter, such amount shall be paid to the District by MSPCA Angell within thirty (30) days following the submission of the report. To the extent that a net loss is generated by the clinic for the reported quarter, such amount shall be paid to MSPCA Angell by the District within thirty (30) days following the submission of the report. Any and all charitable contributions made to MSPCA Angell shall at all times be and remain the property of MSPCA Angell, and MSPCA Angell shall not be required to use such contributions in connection with the operations of the Clinic unless so specified by the donor.

The District shall, from time to time upon reasonable advance request, be entitled to review the business books and records of MSPCA Angell relevant to the operation of the Clinic in order to



verify the calculations of quarterly net revenues or losses from operations of the Clinic. The parties shall cooperate in good faith to resolve any discrepancies related to reported quarterly net revenues or losses.

#### **15. STAFF/SALARY/RESPONSIBILITIES**

MSPCA Angell shall provide the Clinic with a minimum of two (2) veterinarians and three (3) veterinary technicians, all of whom shall be employees of MSPCA Angell. MSPCA Angell may, from time to time, revise such staffing as it determines to be appropriate based on activity levels at the Clinic as it reasonably determines in its discretion. Such personnel shall be present at the Clinic during all operational hours. The District shall provide an appropriate number of instructors, based upon the number of students in the Clinic program, all of whom shall be employees of the District. MSPCA Angell personnel shall cooperate in good faith to assist the District personnel in fulfilling the educational programs conducted at the Clinic. All services provided by the Clinic will be administered by both enrolled students in the Veterinary Assisting program and MSPCA Angell employees. Students working at the Clinic during school hours will not be compensated. MSPCA Angell shall have supervisory authority for the students with respect to the operations of the Clinic. The District shall have disciplinary authority with respect to students participating at the Clinic.

MSPCA Angell may, at its discretion, elect to employ students at the Clinic who have reached a certain level of proficiency to work after school hours or over the summer. MSPCA Angell shall be responsible for compensating such students at agreed upon rates of compensation. All persons employed at the Clinic shall be subject to and shall comply with all local and state health, safety and /or security bylaws or regulations. MSPCA shall comply with all applicable federal and state wage/hour, labor and employment laws in connection with employing students of the District.

Any concerns by MSPCA staff regarding students or District personnel should be brought to the attention of the Veterinary Science Faculty or the School's Director of Career Technical Education – East Academy Program.

Any concerns by District staff regarding MSPCA personnel, vendors or volunteers should be brought to the attention of **INSERT**.

#### **16. STUDENT TRAINING**

The Clinic will provide training to enrolled students in the Veterinary Assisting education program. Training is designed to take place after satisfactory completion of curriculum as established by the District.

#### **17. REGULATORY NOTICE**

The parties acknowledge that the Clinic is subject to state and federal statutory requirements governing veterinary hospitals and out-patient clinics, including the posting of all consumer protections and notices required by law. MSPCA Angell will apply for required state or local

permits, licenses and approvals and shall complete and comply with all the regulations applicable to the operation of a veterinary hospital or clinic. The Parties' agreement is conditioned on MSPCA Angell's ability to obtain or secure the necessary permits, licenses or approvals. Failure to do so will render the agreement null and void.

#### **18. COMPLIANCE; COOPERATION**

The District agrees that it will provide full cooperation to MSPCA Angell to allow the Clinic to perform all of its duties, responsibilities, and functions as defined in any federal, state, or local laws or regulations.

MSPCA Angell agrees that it will provide full cooperation to the District to allow the School to perform all of its duties, responsibilities, and functions as defined in any federal, state, or local laws or regulations.

The Parties agree to fully cooperate in the marketing and promotion of the Clinic, and to work together to help ensure the Clinic's success.

#### **19. WAIVER**

If either party to this Agreement temporarily waives any provisions herein, such temporary waiver is not to be construed as denying the party the right to subsequently demand compliance.

#### **20. VALIDITY OF AGREEMENT**

If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

#### **21. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one and the same instrument.

#### **22. GOVERNING LAW**

This Agreement is to be governed and construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned, acting through their duly authorized officials and agents, have caused this Agreement to be signed and sealed.

**ESSEX NORTH SHORE AGRICULTURAL  
AND TECHNICAL HIGH SCHOOL  
DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**MSPCA ANGELL ANIMAL  
MEDICAL CENTER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

## **Exhibit 1**

### **EDUCATIONAL OBJECTIVES**

#### Veterinary Assisting

##### Program Mission

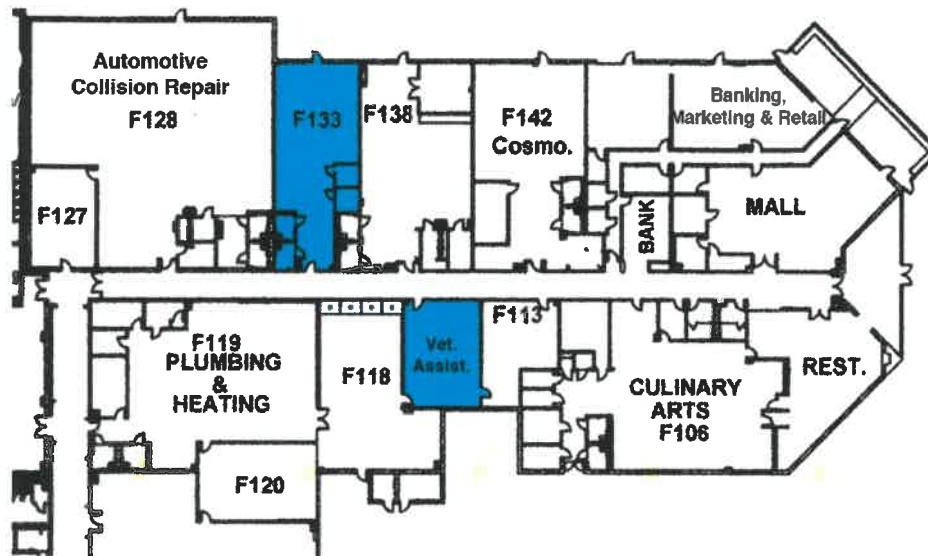
There is a growing need for trained veterinary assistants and technicians. According to the Bureau of Labor Statistics there is well above average growth and a need for high quality care of companion animals. Additionally, Massachusetts is among the top paying states for veterinary assistants and technicians in the country. Students in the Veterinary Science program will learn valuable skills, knowledge of applied animal science, and specialized training in animal health, care, and management. They will then be able to further their training or find employment in a variety of related industries such as veterinary offices, research and academic institutions, laboratories, public health organizations, and zoos.

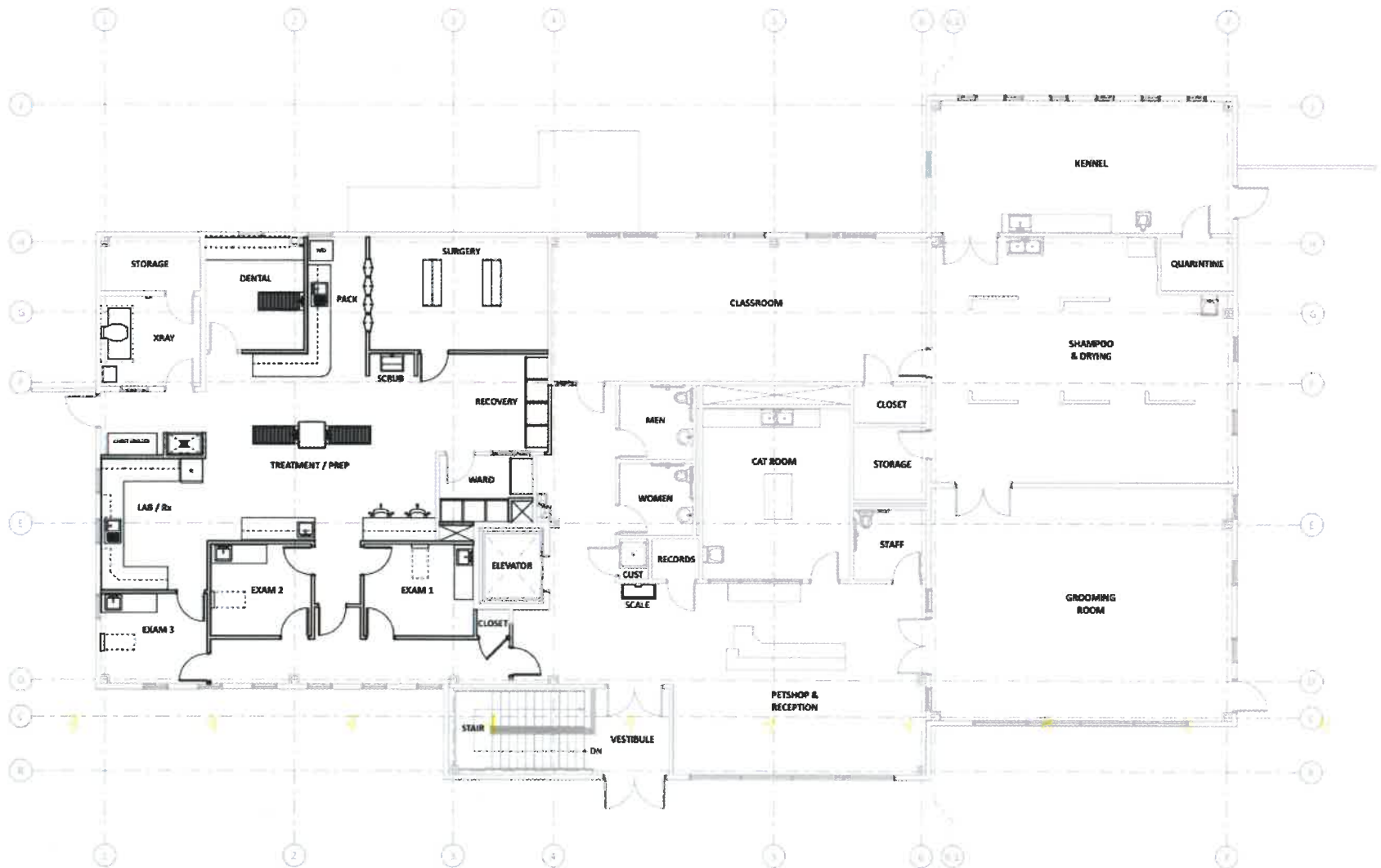
##### Instructional Philosophy

Students are expected to become proficient in the select competencies as outlined in the Vocational Technical Education Framework: Animal Science. A variety of resources will enable the students to learn about the world of veterinary medicine. The students will have the opportunity to do hands-on work with live animals in class and off-site at approved locations. Throughout this course students will become independent learners capable of employment in the veterinary field upon completion of the program.

##### Course Goals

1. Demonstrate the select competencies as stated in the Framework for Animal Science. Including but not limited to:
  - a. Advanced Cleaning Techniques
  - b. Basic Animal Restraint
  - c. Basic Pet Health
  - d. Basic Pet Grooming
  - e. Pet First Aid and CPR
  - f. Basic Nursing Skills (In-patient and exam room)
2. The student will also cover (per AVMA requirements and NAVTA) including but not limited to:
  - a. Principles of Disease
  - b. Hospital Procedures
  - c. Large Animal Medicine
3. Gain an appreciation for Veterinary Science and its importance in our society.
4. Read and understand veterinary medical terminology, and be able to recognize the differences and similarities between Human and Animal medicine.
5. Learn basic CPR and first aid for animals.
6. Apply the knowledge learned to the workplace.
7. Demonstrate and display professionalism in the workplace.
8. Value and uphold confidentiality in the Veterinary field.





Parking Spaces



ADD: Exhibit 4: Supply List