



Old Sturbridge Academy Charter Public School
Minutes of the Governance Committee

DRAFT

Meeting Date: Thursday, February 10, 2022
Time: 4:00 p.m.
Location: Zoom Video Conference
Members present: Pamela Boisvert, Vivian Brooks, James Korman, Jessica Miller
Members absent: Richard McGrath
Staff present: Tina Krasnecky, Alex McConnon, Jasmin Rivas

Order of Business:

Public Access 1 on Docketed Items*

1. Approval of minutes – January 20, 2022.....Pamela Boisvert
 - **Motion: Approve the minutes of the January 20, 2022 Governance Committee meeting.**
2. OSV Management Contract review.....Tina Krasnecky
3. Overview of Board & committee members nomination processes (cont').....Pamela Boisvert
4. New/Other Business

Public Access 2*

Adjournment

Documents and Exhibits:

- Draft Minutes of January 20, 2022
- OSA Committee members Nominations Flow Chart
- OSA Trustee Nominations Flow Chart
- OSA OSV Management Contract 9-7-17 EXECUTED
- OSA OSV Mgt Contract Mark Up

Ms. Boisvert called the meeting to order at 4:02 p.m.

Ms. Boisvert conducted a roll call of the Committee. Quorum was established.

Ms. Boisvert asked if the committee would be okay with this meeting being recorded. The committee agreed.

Public Access 1 on Docketed Items

Ms. Boisvert asked if there were any comments from members of the public. There were none.

1. *Approval of minutes – January 20, 2022*

Motion: Ms. Brooks moved to approve the minutes of the January 20, 2022 Governance Committee meeting as amended.

Second: Ms. Miller seconded the motion.

Ms. Rivas noted that the bottom of page two's first sentence should say "Ms. Rivas" instead of "Mr. Donahue" so it reads: "*Ms. Rivas* said it is concerning from an equity standpoint to have one person dismiss something without discussion from other Board members and said the more hurdles created for people to join something, the less diversity there will be."

All in favor

Motion passed.

2. *OSV Management Contract review*

Ms. Krasnecky asked to review this with the committee to determine if any changes need to be made for the parties to go through. Per Ms. Krasnecky, the initial term ends June 2022 and can be approved/renewed by the Board for continual five year terms unless the party decides not to. Ms. Krasnecky said the following suggestions were reviewed by Ms. DeTora.

Ms. Krasnecky reviewed the first section which was "1. DEFINITIONS "Accountability Plan." Ms. Krasnecky said the language would be revised to make it more generic and everything is governed by the most recent plan approved:

1. DEFINITIONS

"Accountability Plan" refers to the most recent plan as approved by Board and Commissioner of Elementary and Secondary Education, ~~prior to the 2019-2020 school year.~~

OSA will also need to update this plan within the next 5 years. Recommend language change to make definition broader, prevents updated definition with each renewal

"Agreement" has the meaning set forth in the recitals.

Ms. Krasnecky suggested making a change on the word "Director" since the school was moved to a principal model so this definition will get struck:

"DESE" means the Massachusetts Department of Elementary and Secondary Education.

~~"Directors" means the Director of Teaching and Learning and the Director of Student Support. Current organizational model no longer has these positions.~~

"Dispute" has the meaning set forth in Section 11.2.

"Executive Director" means the Chief Executive Officer of OSV or a person appointed by the OSV Chief Executive Officer; such appointment subject to the Board's approval.

Because of this, Ms. Krasnecky added a new definition called “School Leaders” which refers to the OSA Leadership team who would generally be the team of people making these decisions. Ms. Krasnecky said the word “Directors” is replaced with “Principal” or “School Leaders” depending on the context of the paragraph.

Ms. Boisvert asked why Mr. Donahue is not included as a “School Leader”. Ms. Krasnecky explained that in Old Sturbridge Academy (OSA) language, he is referred to as the Executive Director of the school and in Old Sturbridge Village (OSV) language, he is referred to as the CEO of OSV.

Ms. Brooks questioned the order of “the School” and “the Board” on page one. Ms. Krasnecky switched the two.

This Management Services Agreement (the “Agreement”) is made and entered into on the Effective Date (the “Effective Date”) by and between Old Sturbridge, Inc., a Massachusetts not for profit corporation (“OSV”), and the Board of Trustees of Old Sturbridge Academy Charter Public School (the “School”), a Commonwealth Charter School in Massachusetts (the “Board,” and the Board together with OSV, each a “Party” and collectively the “Parties”). This

Ms. Brooks asked if the “Party” refers to the school, the Board, and OSV. Mr. Korman said the subject is the school but they are not a party to the contract.

Ms. Krasnecky moved on to the “Duties and Obligations of OSV” section and suggested the following:

4.1.2 ~~Supporting the start-up process of the School~~; Could be removed since this has been completed

Ms. Krasnecky noted that section 4.1.3 was an example of replacing the word “Directors” with “School Leaders” which is throughout the document where appropriate.

Ms. Krasnecky said on section, 4.1.7 she replaced “Directors” with “Principal” so it reads:

4.1.7 Assisting in the preparation of an evaluation of the ~~Directors~~ Principal for the Board’s review and approval; [The Board only approves the Principal review under the current organization structure]

Ms. Brooks asked if the Board would be responsible for reviewing and approving the Principals review. Ms. Krasnecky said they would be assisting in the preparation but it could be clarified to say they would be assisting the Executive Director who would prepare it and then it would go to the Board.

Ms. Krasnecky updated section 4.1.14 for clarity purposes:

4.1.14 Facilitating the purchase and procurement of all required School materials, equipment and services consistent with the School's Fiscal Policies and Procedures and in accordance with all applicable Massachusetts statutes and regulations. An employee of OSV will be designated as procurement officer and such person will attain a Massachusetts Certified Public Purchasing Official (MCPPO) certification. OSV will ensure that at least one School employee will attain the MCPPO certification; Currently 2 OSV employees hold this certification (Dara Griswold and Sarah Majewski) and one OSA (Nita Brunell)

Ms. Krasnecky proposed to strike the word “oversight” in section 4.1.16 and explained the transportation.

4.1.16 Administration ~~and oversight~~ of transportation services for students; Change is proposed as OSV is responsible for vendor selection and contract negotiation, however day to day oversight is handled directly by OSA staff

Ms. Krasnecky noted that this is similar in 4.1.19, as OSV/OSA agreed to take over administration and oversight of food services.

4.1.19 Administration and oversight of food services for students; and Nutrition program is under review at this time; OSV is evaluating options to move OSA away from vended program to a self-operation model as the proposed school building will have a kitchen. Roles and responsibilities between OSA and OSV will need to be further defined as the model evolves.

Ms. Krasnecky is working with her team on details and hopes to bring a proposal in front of the Finance committee.

Ms. Brooks suggested that section 4.1.18 should be changed to “Academy” instead of “Board”.

4.1.18 Providing marketing and advocacy for the Board;

Ms. Krasnecky put a note in and said some of this language was not created uniquely and was taken from other documents that DESE had. Discussion ensued about this section. Ms. Krasnecky will review this with Mr. Donahue.

Ms. Krasnecky said in section 4.1.20 there is no oversight for the custodial oversight itself as shown below:

4.1.20 Oversight ~~of eustodial services~~, supplies and equipment for leased school facilities. Due to needed expansion of custodial staff it was determined that the Head Custodian would report directly to Principal.

Ms. Krasnecky said this concludes the duties of OSV.

Ms. Brooks suggested adding what OSV is doing to help the school achieve these goals and to clarify OSV’s obligations more specifically for section 4.3 “Student Evaluation”.

Ms. Krasnecky said she changed the date on section 4.5, which hits DESE deadlines.

4.5. Budget and Financial Statements. On or before ~~April 1~~ May 1 [we have found it difficult to prepare a budget by this date due to timing of tuition projections provided by

DESE; currently we plan to have completed by April 30th of each year, OSV will work closely with the Board to provide the School with a proposed projected budget for the next fiscal year,

Ms. Brooks asked if everything hedges on the Principal for section 4.6. Ms. Krasnecky confirmed and said she went over this with Ms. DeTora.

Ms. Krasnecky noted in section 4.7, the Executive Director can make recommendations but Ms. DeTora agrees that she is the one determining staffing levels and responsibilities.

Ms. Krasnecky explained her changes in section 4.8 “Equipment and IT”.

4.8. Equipment and Information Technology. OSV will ~~manage the start-up process for the School, and~~ facilitate the purchase, at the expense of the School, of furniture, equipment, library and media materials, and other similar materials and furnishings integral to the operation of a school in accordance with purchasing requirements in Massachusetts. OSV shall maintain an inventory and implement an inventory control system to keep track of and guard against theft and loss of such property of the School.

OSV will facilitate the School’s purchase and procurement of information technology equipment and software in accordance with purchasing requirements in Massachusetts and as defined in the School’s annual budget(s). All technology equipment and software will be paid for and maintained by the School.

OSV IT did manage the start-up as well as provide all IT support through Year 4. Due to the demands of the school; OSA hired a dedicated IT staff person at the beginning of Year 5.

Ms. Krasnecky explained that besides “Director” being changed to “Principal” in section 4.11, the only other word she would change would be “initial” to “current”.

For the ~~initial- current~~ Term of the agreement OSV has appointed James Donahue, as the Executive Director. The Board’s execution of this Agreement confirms approval of that appointment.

Ms. Brooks said fundraising has been a topic of discussion around the Board and asked if section 4.10 should be adjusted. Ms. Krasnecky confirmed that she would discuss this with Mr. Donahue.

Ms. Krasnecky noted that she does not think section 5, “Duties and Obligations of the Board” needs to be changed. She said this also encompasses evaluations but she also did not think it needed to be revised. Ms. Brooks noted number 3 (fundraising) of section 5.7 should be a topic of discussion and suggested that a ninth number be added to say “Add evaluation of DEIA activities.” Ms. Krasnecky made these notes.

Ms. Krasnecky said she did not think there was anything substantive that needed to be changed in section 6, “Operation of the School” Ms. Krasnecky noted that in section, 6.3, the length of the OSA school day came up and she wants to make sure it is accurate with the school year at 185 days of regular instruction for the students and with five snow days.

Ms. Rivas asked if it should say “communities” in section 6.2 since there is more than one community served. Ms. Krasnecky put a note in for Mr. Donahue and Ms. DeTora to review.

Ms. Krasnecky said section 7, “Financial Arrangements”, she changed the paragraphs from “Directors” to “Principal”. Ms. Krasnecky left section 7.4 “Service Fee” as is and would leave it at 9.0% tuition going forward.

Ms. Krasnecky said after this section, it goes into language that does not need to be changed other than replacing the words “Directors” to “School Leaders” where appropriate.

Ms. Boisvert noted that the second bullet down on section 9.7, should be “Directors” instead of “School Leaders” as well as another section on page 26 that had the same error. Ms. Krasnecky made these changes.

Ms. Krasnecky said she does not think the termination clauses in section 10 would need to be changed. Per Ms. Krasnecky, the Board must have the right to terminate this agreement which it does in this document.

Ms. Krasnecky suggested that this document be turned over to the school attorney for legal review before it goes to the Board. Mr. Donahue and Mr. McGrath could also read it prior to the next meeting. Ms. Krasnecky said the timeline will be dictated to when this document has to go to DESE. She will work on getting a quick turnaround for the review processes from the attorney.

Motion: Ms. Miller moved to send this to **Miverick O’Connell** for review and get it back to us for our next meeting.

Second: Mr. Korman seconded the motion.

All in favor.

3. Overview of Board & committee members nomination processes (cont’)

Because of the time limit, Ms. Boisvert said this will go on the agenda for the next meeting on March 10, 2022. Ms. Boisvert said if anyone wants to comment on the flow charts ahead of time, they are welcome to. Ms. Boisvert reminded the committee that the narrative will be tweaked once the committee approves this process.

4. New/Other Business

Ms. Boisvert asked the committee to hold on this until the March 10, 2022 meeting.

Public Access 2

Ms. Boisvert asked if there were any comments from members of the public. There were none.

Adjournment

Ms. Boisvert asked for a motion to adjourn.

Motion: Ms. Brooks moved to adjourn the meeting.

Second: Ms. Miller seconded the motion.

All in favor.

Ms. Boisvert adjourned the meeting at 5:12 p.m.