



**DYRSD SCHOOL COMMITTEE MEETING
AGENDA**

Monday, June 1, 2020

**Station Avenue Elementary School
276 Station Avenue
South Yarmouth, MA
5:30 p.m.**

This meeting is being held fully remotely in accordance with the Governor of Massachusetts' March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law G.L. c. 30A, Section 20

Join Zoom Meeting on June 1, 2020 at 5:30 p.m.

<https://us02web.zoom.us/j/85711450454?pwd=SC8zNUgxZDBvdzE4Q3M2WDBVQi94QT09>

Meeting ID: 857 1145 0454

Password: 3UvXgV

Meeting called to order at _____, due notice having been posted.

Members Present:

Ms. Jeni Landers, Chairperson
Mr. Joseph Tierney, Vice Chairperson
Ms. Andrea St. Germain, Secretary
Mr. Brian Carey, Treasurer
Mr. James Dykeman
Mr. Brian Sullivan
Mr. Phillip Morris

Administration

Mrs. Carol Woodbury, Superintendent of Schools
Mr. Kenneth Jenks, Assistant Superintendent for Administrative and Business Services
Tainan Nunes, Student Representative to the DYRSD School Committee

I. Open the Meeting (5:30)

II. Reports (5:35)

- A. Update on School Building Project – Joe Tierney
Update on Subcommittees
- B. Assistant Superintendent Report - Ken Jenks (5:50)
 - 1. Dennis Finance Committee Questions
 - 2. FY21 Pizza Contract
 - 3. Food Services Vehicle
 - 4. Food Services Maintenance Equipment
- C. Superintendent's Report - Carol Woodbury (6:10)

III. School Committee Business (6:20)

Consent Agenda

IV. Public Comment (6:30)

V. Executive Session

The Dennis-Yarmouth Regional School Committee will enter into Executive Session, not to return to Public Session, for the purpose of discussing strategy with respect to Collective Bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares. (DYRSAA Remote Learning MOA)

**The items listed to be discussed are those reasonably anticipated by the Chair. 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.*

***Please note: The timeframes listed above are intended to guide the School Committee in their work. It should be understood that the times are approximate, and therefore may occur earlier than noted; and may be taken out of order at the request of the Chair and a vote of the School Committee.*

Should there be a need for clarification on any of the aforementioned, please contact me prior to the meeting to allow sufficient time for further research if necessitated. Thank you. Carol A. Woodbury, Superintendent

Consent Agenda (Enclosure 3)

The Superintendent recommends the School Committee approve the following items as presented:

Donations

Move to accept a donation of gift cards in the amount of \$1000 from the Education Foundation of Dennis and Yarmouth for district families in need.

Surplus

Move to declare as surplus the Class of 2020 iPads.

Minutes

May 4, 2020



Dennis-Yarmouth Regional School District

296 Station Avenue, South Yarmouth, MA 02664

Phone: (508) 398-7600 Fax: (508) 398-7622

DATE: MAY 26, 2020

TO: CAROL WOODBURY, SUPERINTENDENT OF SCHOOLS
DENNIS-YARMOUTH REGIONAL SCHOOL COMMITTEE

FROM: KENNETH T. JENKS, ASSISTANT SUPERINTENDENT FOR
ADMINISTRATION & BUSINESS SERVICES

RE: DENNIS FINANCE COMMITTEE QUESTIONS

At the District presentation to the Dennis Finance Committee on May 12th, The Finance Committee noted that a Title I teaching position salary of \$ 85,127 was listed twice, there was a question about the District Salary Reserve of \$ 60,000 and a question regarding the \$ 40,000 increase in the Heat and Ventilation Contracted Services line. As background, please note the Title I four year trend below:

FY17: \$932,751
FY18: \$875,996
FY19: \$750,798
FY20: \$711,602

Over the four year period, the average decrease in Title I has been \$73,716. In light of the highly likely reduction to Title I that will take place for FY21, it may not be advisable to reduce the budget for the Title I position. It will be challenging enough closing the achievement gaps caused by the pandemic closures without having reductions in Title I support for our students.

The second question from the May 12th meeting focused on the District Salary Reserve line. This line carries funds to address unexpected costs associated with students who move into the District during the school year and require specialized programs, services and/or supports that can require reductions to other programs if there is no reserve.

A third question concerned the HVAC Contracted Services line. This increase represents the increase in the vendor contract for next year as well as to provide funds to repair/replace a number of aging units that often unexpectedly fail over the course of a school year. This year we have spent approximately \$18,000 at E.H. Baker and \$7,000 at Wixon for repairs, most unexpected, to the heating and venting systems. This account was increased in the FY21 budget to reflect the need for funding to cover unexpected repairs aging systems. In light of our recent experience this year with uninvent heating system failures; it is not advisable to significantly reduce this line.

I look forward to an opportunity to discuss these three issues with you and the School Committee at our June 1st meeting.

KTJ/lk



Dennis-Yarmouth Regional School District

296 Station Avenue, South Yarmouth, MA 02664

Phone: (508) 398-7600 Fax: (508) 398-7622

DATE: MAY 29, 2020

TO: CAROL WOODBURY, SUPERINTENDENT OF SCHOOLS
DENNIS-YARMOUTH REGIONAL SCHOOL COMMITTEE

FROM: KENNETH T. JENKS, ASSISTANT SUPERINTENDENT FOR
ADMINISTRATION & BUSINESS SERVICES

RE: FOOD SERVICES PIZZA PROCUREMENT

Specifications were prepared by the DYRSD Food Services department for pizzas as part of the school lunch program and one vendor responded. Based upon a review of the bid proposal, I recommend the School Committee award a contract to Lupoli Companies – Sal's Production, LLC of Salem, New Hampshire for pizza for the 2020-2021 school year.

Vendor:

Lupoli Companies – Sal's Production, LLC
83 North Broadway
Salem, New Hampshire 03079

Price: 17 inch, 10 slice pizza: \$6.00 per each par baked pizza
17 inch, 8 slice pizza: \$6.00 per each par baked pizza

Motion: I move that School Committee award a contract for pizza to Lupoli Companies – Sal's Production, LLC of Salem, New Hampshire to supply pizza to the Food Service program at the rates specified in the attached contract.

KTJ/lk

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT

CONTRACT & GENERAL CONDITIONS

DATE: July 1, 2020

This contract is entered into on, or as of, this date by and between the Dennis-Yarmouth Regional School District {the "School District"}, and:

CONTRACTOR: Lupoli Companies - Sal's Production, LLC
83 North Broadway
Salem, New Hampshire 03079

TELEPHONE: 603-645-6300 CELL: 978-697-4486 FAX: 603-890-3773

EMAIL: jhermann@sals-pizza.com

1. This is a contract for the procurement of the following: Cheese pizzas to the Dennis-Yarmouth Regional School District Elementary and Middle Schools for the 2020 – 2021 school year. Refer to our Request for Quotation and your reply dated May 18, 2020.
2. The contract price to be paid to the Contractor by the school district is: As per quote response: \$6.00 per each par-baked 17-inch, 10 slice cheese pizza for Elementary and Middle Schools, \$6.00 per each par-baked 17-inch, 8 slice cheese pizza for the High School. All pizza will be made using Commodity Cheese.

Pizzas shall either be fully cooked or par-baked and delivered to the Dennis-Yarmouth Regional High School Food Service Department, located at 210 Station Avenue, South Yarmouth, MA 02664. If par-baked, boxes are to be supplied for approximately 25 pizzas weekly at no extra charge.

Payment will be made as follows: Per our purchase order (to be issued after July 1), Invitation for Bids and your bid reply dated May 18, 2020.

4. DEFINITIONS

- 4.1 Acceptance: All contracts require proper acceptance of the described goods or services by the Dennis-Yarmouth Regional School District. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representative of the School District to insure that the goods or services are complete and are as specified in the contract.
- 4.2 Contract Documents: All documents relative to the contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and material, equipment and transportation necessary for the proper performance of the contract.
- 4.3 The Contractor: The "other party" to any contract with the School District. This term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular contract. Use of the term "contractor" shall be understood to refer to any other such label used.

- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with contract documents, as modified by Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies or Materials.
- 4.6 Subcontractor: Those having a direct contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both

5. TERM OF CONTRACT AND TIME FOR PERFORMANCE

This contract shall be fully performed by the Contractor on or before June 30, 2021 unless extended pursuant to a provision for extension contained in the contract documents at the sole discretion of the School District, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the contract documents are of the essence of the contract.

6. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the School District is required to make under this contract shall be subject to appropriation or other availability of funds as certified by the School District Director of Finance and Operations.

7. PERMITS AND APPROVALS

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the contract shall be secured and paid for by the Contractor.

8. THE CONTRACTOR'S BREACH AND THE SCHOOL DISTRICT'S REMEDIES

Failure of the Contractor to comply with any of the terms or conditions of their Contract shall be deemed a material breach of this Contract, and the Dennis-Yarmouth Regional School District shall have all the rights and remedies provided in the contract documents: the right to cancel, terminate, or suspend the contract in whole or in part; the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance; and the right to select among the remedies available to it by all of the above.

9. STATUTORY COMPLIANCE

- 9.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirements of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B: - Procurement of Goods and Services
General Laws Chapter 30, Sec. 39, et seq: - Public Works Contracts
General Laws Chapter 149, Sec 44A et seq: - Public Buildings Contracts.

- 9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities, town and/or school districts, such law or regulation shall control.

- 9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.
- 9.4 The Contractor shall keep itself fully informed of all existing and future state and national Laws and municipal by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or consistency is discovered in the drawings, specifications or contract for this work in violation of any such law, by-law, regulation, order of decree, it shall forthwith report the same in writing to the School District. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Dennis-Yarmouth Regional School District and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors or any such law, by-law, regulation or decree.

10. CONFLICT OF INTEREST

Both the School District and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the School District that neither it nor its agents, employees or subcontractors are thereby in violation of General Laws Chapter 268A.

11. CERTIFICATE OF TAX COMPLIANCE

This contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Sec. 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. DISCRIMINATION

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

13. ASSIGNMENT

Assignment of this contract is prohibited, unless assignment is provided for expressly in the contract documents.

1. CONDITION OF ENFORCEABILITY AGAINST THE SCHOOL DISTRICT

This contract is only binding upon, and enforceable against, the School District if: (1) the contract is signed by a School District official authorized by School Committee vote to execute the contract on behalf of the School District, and (2) endorsed with approval by the School District Director of Finance and Operations as to appropriation or availability of funds and as to compliance with the provisions of General Laws Chapter 30B.

15. CORPORATE CONTRACTOR

If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor. This contract shall not be

enforceable against the Dennis-Yarmouth Regional School District unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 1-C of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws Chapter 181 relating to the appointment of the Secretary of State as its attorney, shall file with the Secretary of State a power of attorney and duly authenticated copies of its charter or certificate of incorporation; and shall comply with all the laws of the Commonwealth.

16. LIABILITY OF PUBLIC OFFICIALS

To the fullest extent permitted by law, no official, employee, agent or representative of the Dennis-Yarmouth Regional School District shall be individually or personally liable on any obligation of the School District under this contract.

17. NOTICES

Any notice permitted or required under the provisions of this contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the contract, and to the Dennis-Yarmouth Regional School District by being sent to the Director of Finance and Operations, Dennis-Yarmouth Regional School District, 296 Station Avenue, South Yarmouth, MA 02664-1898.

18. BINDING ON SUCCESSORS

This contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. COMPLETE CONTRACT

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. SUPPLEMENTS

The foregoing provisions apply to all contracts to which the Dennis-Yarmouth Regional School District shall be a party. One of the following "Supplements" must be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply, as the nature of the contract requires. The supplemental contains additional terms governing the contract:

- | | |
|---|--|
| <input checked="" type="checkbox"/> GOODS | SUPPLEMENT "G" - Applicable to contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B). |
| <input type="checkbox"/> SERVICES | SUPPLEMENT "S" - Applicable to contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B). |
| <input type="checkbox"/> CONSTRUCTION | SUPPLEMENT "C" - Applicable to contracts for the construction of:
(1) Public Buildings and Public Works (governed by the provisions of General Laws Chapter 30B)
(2) Public Buildings (governed by the provisions of General Laws Chapter 149, Sec. 44A, et seq.)
(3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.) |
| <input type="checkbox"/> LEASE | SUPPLEMENT "L" - Applicable to contracts for the procurement of Goods through a lease-purchase arrangement. |

**Dennis-Yarmouth Regional School District
296 Station Avenue
South Yarmouth, MA 02664
(508) 398-7616**

SUPPLEMENT "G"

- 1) This form supplements the Dennis-Yarmouth Regional School District "Contract and General Conditions", and applies only to contracts for the procurement of goods.
- 2) "Goods" shall mean Goods, Supplies, or Materials, as described in the Contract and General Conditions.
- 3) Change orders may not increase the quantity of goods by more than twenty-five percent (25%), in compliance with General Laws Chapter 30B, Sec. 13.
- 4) This contract for purchase includes the following delivery, installation or setup requirements:
 - 1. Delivery to elementary schools, middle schools and high school in the Dennis-Yarmouth Regional School District, per orders placed by the Food Service Department.

This is to certify that the Dennis-Yarmouth Regional School District for the purposes set forth in the contract herein has appropriated the Funds:

6/2/2020

Signed: Kenneth T. Jenks, Asst. Superintendent for Administrative & Business Services Date

Contractor: Lupoli Companies – Sal’s Production, LLC

By: _____
Signature Date

Printed Name: _____

Title: _____



Dennis-Yarmouth Regional School District

296 Station Avenue, South Yarmouth, MA 02664

Phone: (508) 398-7600 Fax: (508) 398-7622

DATE: MAY 29, 2020

TO: CAROL WOODBURY, SUPERINTENDENT OF SCHOOLS
DENNIS-YARMOUTH REGIONAL SCHOOL COMMITTEE

FROM: KENNETH T. JENKS, ASSISTANT SUPERINTENDENT FOR
ADMINISTRATION & BUSINESS SERVICES

RE: FOOD SERVICES VEHICLE: FORD TRANSIT CONNECT VAN

The Food Services van has reached the end of its useful life and now needs repairs in excess of its value. The Chapter 30B requirements were followed and we solicited three quotes for a 2020 XL Cargo Van, Transit Connect - Ford. The District owns several Ford Transit vans and they have proven to be reliable and cost effective vehicles. The lowest quote came from Balise Ford in Hyannis. Food Services will apply \$10,000 from the Food Service Account and the remaining funds will come from monies saved this spring due to reduced costs in multiple accounts, including supplies and substitute teaching accounts.

Please see the attached quotes:

Balise Ford **\$22,775**
90 High School Road Extension
Hyannis, MA 02601

Chatham Ford **\$22,847**
781 Main Street
Chatham, MA 02633

Wareham Ford **\$23,653**
2628 Cranberry Highway
Wareham, MA 02571

Motion: I move that the School Committee approve the purchase of the Food Services program from Balise Ford of Hyannis in the amount of \$22,775.

KTJ/ik

2020 XL CARGO VAN, TRANSIT CONNECT-FORD

Dennis Yarmouth Food Service Department

5/28/2020

After receiving 3 quotation prices for the 2020 XL CARGO VAN, TRANSIT CONNECT-FORD

I suggest accepting the price of \$22,775 from Balise Ford, 90 High School Rd, Hyannis MA.

Rooney Powers

Dennis-Yarmouth Regional School District
Chapter 30B
Quotation Sheet

Required for supplies or service ranging in value between \$1,000 and \$25,000
This form shall be used for any procurement in the District falling within the above dollar thresholds.

Description of purchase: 2020 XL CARGO VAN, TRANSIT CONNECT - FORD
(Include quantity; freight charges, timing of delivery, etc., if applicable)

REPLACEMENT VAN FOR FOOD SERVICE DEPARTMENT

Criteria other than price used to make decision:

Individual obtaining quote: ROONEY POWERS

Name of Vendor awarded quotation: BALISE FORD - HYANNIS, MA

PLEASE COMPLETE THE REVERSE SIDE OF THIS PAGE. AT LEAST THREE (3) QUOTATIONS MUST BE PROVIDED.

If vendor giving the lowest quote was not awarded the quotation, explain reason(s) here:

Dennis-Yarmouth Regional School District

Quotation Form

Description of purchase: 2020 XL CARGO VAN, TRANSIT CONNECT - FORD

1. Vendor's company name: BALISE FORD

Name of person giving quotation: MICHAEL BODEN

Date and time of quotation: 5/26/20 Amount \$ \$ 22,775 ✓
3:00pm Be sure to include freight if necessary

Comments: _____

2. Vendor's company name: CHATHAM FORD

Name of person giving quotation: RICK SVENSON

Date and time of quotation: 5/26/20 - 4:30pm Amount \$ \$ 22,847 ✓
Be sure to include freight if necessary

Comments: _____

3. Vendor's company name: WAREHAM FORD

Name of person giving quotation: PAUL

Date and time of quotation: 5/27/20 - 4:30pm Amount \$ \$ 23,653 ✓
Be sure to include freight if necessary

Comments: _____

4. Vendor's company name: _____

Name of person giving quotation: _____

Date and time of quotation: _____ Amount \$ _____
Be sure to include freight if necessary

Comments: _____

5. Vendor's company name: _____

Name of person giving quotation: _____

Date and time of quotation: _____ Amount \$ _____
Be sure to include freight if necessary

Comments: _____

Michael Boden
Sales Associate
p: 508.568.3811
c: 774.212.0167
f: 508.778.2857
mboden@baliseauto.com

Balise Ford
90 High School Road Extension
Hyannis, MA 02601



SIT CONNECT

L1 458744

ARGO VAN LWB
ELBASE
4 ENGINE
TO TRANSAXLE

EXTERIOR
FROZEN WHITE METALLIC

INTERIOR
EBONY CLOTH SEATS

- EXTERIOR**
- BODY SIDE MOLDINGS - BLACK
 - BUMPERS - BLACK
 - DOOR HANDLES - BLACK
 - DOORS - DUAL SLIDING SIDE LIFTGATE W/ FXD GLASS REAR
 - GRILLE - 3-BAR, BLACK
 - HEADLAMPS - AUTOLAMP (ON/OFF)
 - WIPERS - RAIN-SENSING

- INTERIOR**
- 6-WAY MANUAL DRIVER/4-WAY MANUAL PASSENGER SEATS
 - AIR COND, MANUAL FRONT
 - BLACK VINYL FLOOR COVERING
 - CARGO TIE-DOWN HOOK(S)
 - FLOOR CONSOLE W/ CUPHOLDERS
 - OVERHEAD STOWAGE SHELF
 - POWERPOINTS - 12V (2)
 - SMART CHARGING USB PORT(1)
 - STEERING - TILT/TELESCOPIC

- FUNCTIONAL**
- BRAKES, 4-WHEEL DISC/ABS
 - FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATICS MODEM
 - FRONT WHEEL DRIVE
 - FUEL TANK --15.8 GAL
 - HILL START ASSIST
 - LIGHT, REAR CARGO
 - POWER STEERING W/EPAS
 - POWER WINDOWS & LOCKS
 - PRE-COLLISION ASSIST W/AEB
 - REAR VIEW CAMERA
 - REMOTE KEYLESS ENTRY

- SAFETY/SECURITY**
- ADVANCETRAC WITH RSC
 - AIRBAGS - DUAL STAGE FRONT
 - AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 - AIRBAGS - SIDE AIR CURTAINS
 - EMERGENCY BRAKE ASSIST
 - SECURILOCK PASS ANTI THEFT
 - TIRE PRESSURE MONITOR SYS
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

ORDER CODE 109A

OPTIONAL EQUIPMENT/OTHER

50 STATE EMISSIONS
HEAVY DUTY BATTERY
CRUISE CONTROL
SYNC3/RR CAM/SSR/NAV/HD REVERSE SENSING SYSTEM

(MSRP)

NO CHARGE
NO CHARGE
NO CHARGE
995.00
295.00

\$22,775

PRICE INFORMATION

BASE PRICE \$25,275.00
TOTAL OPTIONS/OTHER 1,290.00

TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 26,565.00
1,295.00

(MSRP)

EPA Fuel Econ
DOT

Fuel Econom

25

combined city/hv

4.0 gallons |

Annual fuel C

\$1,6

Actual results will vary for vehicle. The average new vehicle based on 15,000 miles per year emissions are a significant

fuel econ
Calculate personalized es

GOVERN

Overall Vehicle :
Based on the combined r
Should ONLY be compar

Frontal D
Crash P

Based on the risk of injur
Should ONLY be compar

Side F
Crash R

Based on the risk of injur

Rollover
Based on the risk of rollo

Star ratings range from
Source: National



Rick Svenson
Sales Consultant

CHATHAM FORD
781 Main Street (Rt. 28)
Chatham, MA 02633
www.chathamford.net

Office: 508-945-0500
Cell: 978-835-2047
Fax: 508-945-5892
rick@chathamford.com

CHARGING USB PORT(1)
RING - TILT/TELESCOPIC

- POWER WINDOWS W/PAAS
- POWER WINDOWS & LOCKS
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY

- SAFETY/SECURITY**
- ADVANCETRAC WITH RSC
 - AIRBAGS - DUAL STAGE FRONT
 - AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 - AIRBAGS - SIDE AIR CURTAINS
 - EMERGENCY BRAKE ASSIST
 - SECURILOCK PASS ANTI THEFT
 - TIRE PRESSURE MONITOR SYS

- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

W/ABS
ST 4GM-FI
MODEM

SRP)

PRICE INFORMATION
BASE PRICE
TOTAL OPTIONS/OTHER

\$25,100.00
455.00

RGE
RGE
\$5.00
\$5.00
\$5.00

TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY

25,555.00
1,295.00

*Fixed Rear door glass
Fixed 2nd Row glass Part save
Key Fob - Two Additional.*

*Tentatively: \$25,847
- 500 Rebate
25,347*

\$22,847

RAMP ONE

CD4C

RAMP TWO

CONVOY

ITEM #:

TOTAL MSRP \$26,850.00



Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit

25 MPG
combined city/hwy

24 city

27 highway

4.0 gallons per 100 miles

Annual fuel cost

\$1,550

Fuel Economy & Greenhouse Gas



This vehicle emits 353 grams CO₂ per mile. The best distributing fuel also create emissions; learn more.

Actual results will vary for many reasons, including driving conditions and how you drive your vehicle. The average new vehicle gets 27 MPG and costs \$7,000 to fuel over 5 years. Costs based on 15,000 miles per year at \$2.55 per gallon. MPGe is miles per gasoline gallon equivalent emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

Not Rated Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

Not Rated Not Rated

Based on the risk of injury in a side impact.

Rollover

Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

NM01L57E2XK1412060



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck or trailer is dangerous. Please read the owner's manual.

SALE PRICE 20400.00
 7000 -1250
 -750
 23458 + 11878
 9-MONTH, NE, 300611, KG313
 3 VAL-000611

500-670-5095
 23653
 10011

3 VAL-000611 9-MONTH, NE, 300611, KG313

3 VAL-000611 9-MONTH, NE, 300611, KG313

TRANSIT CONNECT

EXTERIOR FROZEN WHITE METALLIC
 INTERIOR EBONY VINYL SEATS

2020 XL CARGO VAN LWB
 121" WHEELBASE
 2.0L GDI I4 ENGINE
 8 SPD AUTO TRANSAXLE

Go Further
 ford.com

STANDARD EQUIPMENT INCLUDED AT NO. EXTRA CHARGE

EXTERIOR
 • BODY SIDE MOLDINGS - BLACK
 • BUMPERS - BLACK
 • DOOR HANDLES - BLACK
 • 180-DEGREE SWING-OUT REAR GRILLE - 3-BAR, BLACK
 • HEADLAMPS - AUTOLAMP (ON/OFF)
 • WIPERS - RAIN-SENSING

INTERIOR
 • 8-WAY MANUAL DRIVER/4-WAY MANUAL PASSENGER SEATS
 • AIR COND. MANUAL FRONT
 • CARGO VINYL FLOOR COVERING
 • BLACK TIE-DOWN HOOK(S)
 • FLOOR CANSLE W/ CUP HOLDERS
 • OVERHEAD STOWAGE SHELF
 • POWERPOINTS - 12V (2)
 • SMART-CHARGING USB PORT(1)
 • STEERING - TILT/TELESCOPIC

FUNCTIONAL
 • BRAKES - 4-WHEEL DISC/ABS
 • FORDPASS™ CONNECT 4GWI-FI
 • HOTSPOOT TELEMATICS MODEM
 • FRONT WHEEL DRIVE
 • FUEL TANK - 15.8 GAL
 • HILL START ASSIST
 • LIGHT, REAR CARGO
 • POWER STEERING W/EPAS
 • POWER WINDOWS & LOCKS
 • PRE-COLLISION ASSIST W/AEB
 • REAR VIEW CAMERA
 • REMOTE KEYLESS ENTRY

SAFETY/SECURITY
 • ADVANCETRAC WITH RSC
 • AIRBAGS - DUAL STAGE FRONT
 • AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 • AIRBAGS - SIDE AIR CURTAINS
 • EMERGENCY BRAKE ASSIST
 • SECURILOCK PASS AKIT THEFT
 • TIRE PRESSURE MONITOR SYS

WARRANTY
 • 3YR/36,000 BUMPER / BUMPER
 • 5YR/60,000 POWERTRAIN
 • 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

ORDER CODE 100A

OPTIONAL EQUIPMENT/OTHER

NO CHARGE
 NO CHARGE
 295.00
 95.00

FIXED 2ND ROW GLASS PASS SIDE

PRICE INFORMATION

BASE PRICE \$25,275.00
 TOTAL OPTIONS/OTHER \$90.00
 TOTAL VEHICLE & DELIVERY \$25,665.00
 DESTINATION & DELIVERY \$1,295.00

(MSRP)

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FORD CREDIT

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CONVOY

ITEM # 11-0521-072

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EPA Fuel Economy and Environment

Fuel Economy

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Spec. Purpose Vehicles range from 15 to 28 MPG. The best vehicle rates 136 MPG.

combined city/hwy 24/27

4.0 gallons per 100 miles

Annual fuel cost \$1,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)

1 5 10 Best

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Should be compared to other vehicles of similar size and weight.

Frontal Crash Not Rated

Driver Not Rated

Passenger Not Rated

Side Crash Not Rated

Front seat Not Rated

Rear seat Not Rated

Rollover Not Rated

Should be compared to other vehicles of similar size and weight.

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

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Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

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Dennis-Yarmouth Regional School District

296 Station Avenue, South Yarmouth, MA 02664

Phone: (508) 398-7600 Fax: (508) 398-7622

DATE: MAY 29, 2020

TO: CAROL WOODBURY, SUPERINTENDENT OF SCHOOLS
DENNIS-YARMOUTH REGIONAL SCHOOL COMMITTEE

FROM: KENNETH T. JENKS, ASSISTANT SUPERINTENDENT FOR
ADMINISTRATION & BUSINESS SERVICES

RE: HARRIS-WARREN COMMERCIAL KITCHENS KITCHEN
EQUIPMENT REPAIR

Specifications were prepared by the DYRSD Food Services department for Kitchen Equipment Repair Services and one vendor responded. Based upon a review of the bid proposal, I recommend the School Committee award a contract to Harris-Warren Commercial Kitchens of West Yarmouth, Massachusetts to perform the required work and services. This work includes standard scheduled maintenance as well as emergency repairs. The Vendor Response Quote for 3 years of annual routine service is \$13,032.

Vendor:

Harris-Warren Commercial Kitchens
583 Forest Road, Unit F
West Yarmouth, Massachusetts 02673

Motion: I move that School Committee award a three year contract for annual Kitchen Equipment Repairs of \$13,032 to Harris Warren Commercial Kitchens of West Yarmouth, Massachusetts to perform the required work and services as described in the attached contract and Vendor Response Quote Sheet.

KTJ/lk

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT

CONTRACT & GENERAL CONDITIONS

DATE: July 1, 2020

This contract is entered into on, or as of, this date by and between the Dennis-Yarmouth Regional School District {the "School District"}, and:

CONTRACTOR: HARRIS-WARREN COMMERCIAL KITCHENS

583 FORST ROAD, UNIT F

WEST YARMOUTH, MASSACHUSETTS 02673

TELEPHONE: 508-375-0316

CELL: 774-487-2722

1. This is a contract for the procurement of the following: Food Service Equipment Maintenance for the Dennis-Yarmouth Regional School District for the period from July 1, 2020 through June 30, 2023, as per our specifications of April 30, 2020 and your response dated May 15, 2020 a copy of which is attached herein.
2. Payment will be made as follows: Per bid specifications and purchase order, which will be issued after July 1 of each fiscal year.

4. DEFINITIONS

- 4.1 **Acceptance:** All contracts require proper acceptance of the described goods or services by the Dennis-Yarmouth Regional School District. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representative of the School District to insure that the goods or services are complete and are as specified in the contract.
- 4.2 **Contract Documents:** All documents relative to the contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and material, equipment and transportation necessary for the proper performance of the contract.
- 4.3 **The Contractor:** The "other party" to any contract with the School District. This term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular contract. Use of the term "contractor" shall be understood to refer to any other such label used.
- 4.4 **Date of Substantial Performance:** The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with contract documents, as modified by Amendments and Change Orders.

4.5 Goods: Goods, Supplies or Materials.

Subcontractor: Those having a direct contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

Work: The services or materials contracted for, or both

5. TERM OF CONTRACT AND TIME FOR PERFORMANCE

This contract shall be fully performed by the Contractor in or before (per specifications) unless extended pursuant to a provision for extension contained in the contract documents at the sole discretion of the School District, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the contract documents are of the essence of the contract.

6. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the School District is required to make under this contract shall be subject to appropriation or other availability of funds as certified by the School District Director of Finance and Operations.

7. PERMITS AND APPROVALS

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the contract shall be secured and paid for by the Contractor.

8. THE CONTRACTOR'S BREACH AND THE SCHOOL DISTRICT'S REMEDIES

Failure of the Contractor to comply with any of the terms or conditions of their Contract shall be deemed a material breach of this Contract, and the Dennis-Yarmouth Regional School District shall have all the rights and remedies provided in the contract documents: the right to cancel, terminate, or suspend the contract in whole or in part; the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance; and the right to select among the remedies available to it by all of the above.

9. STATUTORY COMPLIANCE

9.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirements of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B: - Procurement of Goods and Services

General Laws Chapter 30, Sec. 39, et seq: - Public Works Contracts

General Laws Chapter 149, Sec 44A et seq: - Public Buildings Contracts.

- 9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities, town and/or school districts, such law or regulation shall control.
- 9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.
- 9.4 The Contractor shall keep itself fully informed of all existing and future state and national Laws and municipal by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or consistency is discovered in the drawings, specifications or contract for this work in violation of any such law, by-law, regulation, order of decree, it shall forthwith report the same in writing to the School District. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Dennis-Yarmouth Regional School District and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors or any such law, by-law, regulation or decree.

10. CONFLICT OF INTEREST

Both the School District and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the School District that neither it nor its agents, employees or subcontractors are thereby in violation of General Laws Chapter 268A.

11. CERTIFICATE OF TAX COMPLIANCE

This contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Sec. 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. DISCRIMINATION

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

13. ASSIGNMENT

Assignment of this contract is prohibited, unless assignment is provided for expressly in the contract documents.

14. CONDITION OF ENFORCEABILITY AGAINST THE SCHOOL DISTRICT

This contract is only binding upon, and enforceable against, the School District if: (1) the contract is signed by a School District official authorized by School Committee vote to execute the contract on behalf of the School District, and (2) endorsed with approval by the School District Director of Finance and Operations as to appropriation or availability of funds and as to compliance with the provisions of General Laws Chapter 30B.

15. CORPORATE CONTRACTOR

If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor. This contract shall not be enforceable against the Dennis-Yarmouth Regional School District unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 1-C of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws Chapter 181 relating to the appointment of the Secretary of State as its attorney, shall file with the Secretary of State a power of attorney and duly authenticated copies of its charter or certificate of incorporation; and shall comply with all the laws of the Commonwealth.

16. LIABILITY OF PUBLIC OFFICIALS

To the fullest extent permitted by law, no official, employee, agent or representative of the Dennis-Yarmouth Regional School District shall be individually or personally liable on any obligation of the School District under this contract.

17. NOTICES

Any notice permitted or required under the provisions of this contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the contract, and to the Dennis-Yarmouth Regional School District by being sent to the Director of Finance and Operations, Dennis-Yarmouth Regional School District, 296 Station Avenue, South Yarmouth, MA 02664-1898.

18. BINDING ON SUCCESSORS

This contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. COMPLETE CONTRACT

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. SUPPLEMENTS

The foregoing provisions apply to all contracts to which the Dennis-Yarmouth Regional School District shall be a party. One of the following "Supplements" must be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply, as the nature of the contract requires. The supplemental contains additional terms governing the contract:

- GOODS SUPPLEMENT "G" - Applicable to contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).

- SERVICES SUPPLEMENT "S" - Applicable to contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B).

- CONSTRUCTION SUPPLEMENT "C" - Applicable to contracts for the construction of:
 - (1) Public Buildings and Public Works (governed by the provisions of General Laws Chapter 30B)
 - (2) Public Buildings (governed by the provisions of General Laws Chapter 149, Sec. 44A, et seq.)
 - (3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.)

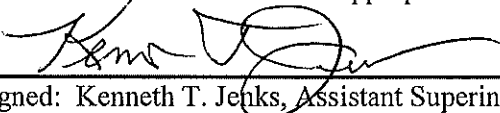
- LEASE SUPPLEMENT "L" - Applicable to contracts for the procurement of Goods through a lease-purchase arrangement.

Dennis-Yarmouth Regional School District
296 Station Avenue
South Yarmouth, MA 02664
(508) 398-7616

SUPPLEMENT "G"

- 1) This form supplements the Dennis-Yarmouth Regional School District "Contract and General Conditions", and applies only to contracts for the procurement of goods.
- 2) "Goods" shall mean Goods, Supplies, or Materials, as described in the Contract and General Conditions.
- 3) Change orders may not increase the quantity of goods by more than twenty-five percent (25%), in compliance with General Laws Chapter 30B, Sec. 13.
- 4) This contract for purchase includes the following delivery, installation or setup requirements:

This is to certify that the Dennis-Yarmouth Regional School District for the purposes set forth in the contract herein has appropriated the Funds:

June 2, 2020

Signed: Kenneth T. Jenks, Assistant Superintendent of Schools Date

Dennis-Yarmouth Regional School District, certified as to appropriation and compliance with the Uniform Procurement Act.

Contractor: **HARRIS-WARREN COMMERCIAL KITCHENS**

By: _____
Signature Date

Printed Name: _____

Title: _____

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT

Vendor Response Quote Sheet
Maintenance of Food Service Equipment
Due May 22, 2020
(Page 1 of 2)

DATE: 5/12/2020

COMPANY NAME Harris-Warren Commercial Kitchens

ADDRESS: 583 Forest Rd, Unit F
West Yarmouth, Ma. 02673

TELEPHONE NUMBER 508 375-0316

PERSON GIVING QUOTE INFORMATION Michael Harris-Warren

1. Cost of annual service for each school:	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>
a). Dennis-Yarmouth Regional High School	\$ <u>1021</u> ⁻	\$ <u>1021</u> ⁻	\$ <u>1021</u> ⁻
b). Ezra H. Baker Elementary School	\$ <u>665</u> ⁻	\$ <u>665</u> ⁻	\$ <u>665</u> ⁻
c). Marguerite E. Small Elementary School	\$ <u>712</u> ⁻	\$ <u>712</u> ⁻	\$ <u>712</u> ⁻
d). Mattacheese Middle School	\$ <u>736</u> ⁻	\$ <u>736</u> ⁻	\$ <u>736</u> ⁻
e). Wixon Middle School	\$ <u>807</u> ⁻	\$ <u>807</u> ⁻	\$ <u>807</u> ⁻
f). Station Avenue Elementary School	\$ <u>403</u> ⁻	\$ <u>403</u> ⁻	\$ <u>403</u> ⁻
TOTALS:	\$ <u>4344</u> ⁻	\$ <u>4344</u> ⁻	\$ <u>4344</u> ⁻

2. Emergency Service Rates (Rates should include travel time/mileage/truck charges):

a). Hourly rate Normal work hours per man \$ 95⁰⁰ Monday through Saturday from 7:00 a.m. to 6:00 p.m.

b). Hourly rate Overtime work hours per man \$ 136⁰⁰ for Sunday and Holidays.

c) Name and telephone number of contact in emergency;

On call phone - technicians rotate
774-407-2722

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT

Vendor Response Quote Sheet
Maintenance of Food Service Equipment
Due May 22, 2020

Page 2 of 2

COMPANY NAME Harris-Warren Commercial Kitchens

3. Parts:

Original parts will be provided and priced as follows: mfr. list price

Involcing/Tagging: _____

4. Description of training and experience of personnel to be assigned to the district:
12 technicians - approx half are CFESA certified,
All have continuous training + EPA certs,

5. Annual Summer Schedule: Start Date _____ Finish Date _____

6. Vendors proof of being fully licensed and qualified in performance of public school work for at least a period of five (5) years: Yes No

7. Visit to work sites to inspect equipment? Yes No

8. Received an inventory of basic food service equipment? Yes No

9. Attach a current list of school clients and contact person, with a telephone number for each? Yes No

10. Questions or comments?

Tax ID #: 300763978

DUNS: _____

End of Quote Form



Dennis-Yarmouth Regional School District

Administration Center

296 Station Avenue

South Yarmouth, Massachusetts 02664-1898

Telephone (508) 398-7600

Fax (508) 398-7622

To: DYRSD School Committee

From: Carol A. Woodbury, Superintendent of Schools *CAW/2020*

Date: May 28, 2020

Re: Education Foundation Donation

We have received \$1000 worth of gift cards from the Education Foundation of Dennis and Yarmouth for district families in need. These cards were distributed to families as part of our Dolphin Drive-Thru lunch program.

We are very thankful and appreciative of this extremely generous donation.

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT
Minutes of a School Committee Meeting
Monday, May 4, 2020

A Dennis-Yarmouth Regional School Committee meeting was held on Monday, May 4, 2020, via remote technology in accordance with the Governor of Massachusetts' March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law G.L. c. 30A, Section 20.

Members Present: Jeni Landers, Chairperson; Joseph Tierney, Vice Chairperson; Andrea St. Germain, Secretary; Brian Carey, Treasurer; James Dykeman, Jr.; Brian Sullivan; and Phillip Morris.

Members Absent: Tainan Nunes, Student Representative

Others Present: Carol Woodbury, Superintendent of Schools; Ken Jenks, Assistant Superintendent for Administrative and Business Services; Eileen Whalen, Recording Secretary to the School Committee; Joseph Glynn; Holly Poor; Jen Linberg; and Will Rubinstein.

At 5:34 p.m., Jeni Landers, Chairperson, called the meeting to order.

Update on School Building Project (Joe Tierney, Ken Jenks, Carol Woodbury)
Joe Tierney: Mr. Tierney gave a report about the progress of the building project. The building committee met remotely on April 30th. There were recent meetings of focus groups; including the athletic fields focus group. The committee voted on the value management; this will be sent to the MSBA by May 7. There will also be a 60% submission as well as a 90% submission. They were able to add a few things in.

Ken Jenks: Mr. Jenks discussed competitive pricing and timing; there is reason for hope. The field group is working and discussing field needs and the best choices.

Carol Woodbury: Mrs. Woodbury discussed the favorable percentage rate on the recent borrowing.

Jeni Landers asked what things were added in; irrigation and window film for security purposes on the first floor were two examples. Brian Carey said that the Town of Yarmouth has not yet voted to fund their part of the school; he feels the school committee should deliver a message as a board. Joe Tierney added that the

school committee must submit a formal request to the selectmen to waive the \$170,000 permit fee.

Mrs. Woodbury has invited the Owners Project Manager and Project Manager to the May 19 Yarmouth Selectmen meeting.

After further discussion, on a motion by Joseph Tierney, seconded by Brian Carey, and carried unanimously it was

VOTED: To send a letter to the Yarmouth Board of Selectmen requesting a waiver of permit fees for the construction of the new school in the amount of \$170,000.

Mr. Tierney screen shared the most recent artist rendering of the proposed new school.

Assistant Superintendent Report – Ken Jenks

Statement of Interest for M.E. Small Elementary School: Mr. Jenks gave a PowerPoint presentation on the M.E. Small Statement of Interest. He said that it usually takes 5 or 6 years to be accepted by the MSBA for a project. He reviewed the Capital Needs Timeline. He reiterated that the building is safe. The loading dock needs work, the roof leaks, there are some internal issues. Andrea St. Germain is concerned about the loading dock and would like to discuss how to pay for repairs if the MSBA does not vote to fund the project. After further brief discussion, on a motion by Joe Tierney, seconded by James Dykeman, and carried unanimously by roll call vote, it was

VOTED: Move the Dennis-Yarmouth Regional School District Committee, vote to authorize the submission of a Statement of Interest for the M.E. Small Elementary School using the MSBA required language of:

Resolved: Having convened in an open meeting on May 4, 2020, prior to the SOI submission closing date, the Dennis-Yarmouth Regional School District Committee of the Dennis-Yarmouth Regional School District in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated May 5, 2020 for the Marguerite E. Small Elementary School located at 440 Higgins Crowell Road, West Yarmouth, MA 02673 which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in

the future: Priority 5: Replacement of the roof, windows and heating and ventilation systems, and Priority 7: replacement of obsolete buildings to provide for a full range of programs; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

Brian Carey	yes
James Dykeman	yes
Jeni Landers	yes
Phillip Morris	yes
Andrea St. Germain	yes
Brian Sullivan	yes
Joseph Tierney	yes

Superintendent Report – Carol Woodbury

Mrs. Woodbury updated the Committee on the Dolphin Drive-Thru, the school lunch program. The need has increased. As of today there have been 84,200 meals distributed. The district has also received \$2700 worth of gift cards from various donors for distribution to families. May 1st was School Lunch Hero Day; Mrs. Woodbury read the Governor's Proclamation. The school lunch staff has done a wonderful job.

Mrs. Woodbury updated the Committee on the Dolphin Learning Plan. Third graders now have iPads to use at home. The school social workers are working with families to help them with Comcast Essentials for internet access. IEP meetings have to be held in a virtual environment which can be challenging for parents.

Other recent events include a Virtual Dolphin Dash. The senior sign pickup took place recently; each senior was able to pick up a yard sign individualized with their name. Ladder trucks from Dennis and Yarmouth Fire Departments hung an American Flag for families to drive under. The board of health was contacted and all safety and social distance protocols were followed. Mrs. Woodbury gave acknowledgment to Senior Class Advisor Tamara Endich and Principal Paul Funk for their excellent work. July 18 is a possible date for a graduation ceremony.

Brian Carey stated that no unnecessary money is being spent at this time; Mr. Jenks agreed. There is a posting up for a potential summer program just in case the program is able to go on.

School Committee Business

Consent Agenda

On a motion by Brian Carey, seconded by James Dykeman, and carried 7-0, it was

VOTED: To approve the following items as presented in the Consent Agenda:

Donations:

Move to accept with gratitude a donation of school supplies to the students of Station Avenue Elementary School from Ms. Mercedes Hennessey of Princeton, New Jersey.

Move to accept with gratitude a \$450 donation to the Ezra H. Baker Innovation School Food Pantry from the Apple Festival Committee of the Dennis Union Church.

Move to accept with gratitude a Drive Medical Cruiser III adult size wheel chair and a Drive Medical battery powered patient lift with a rechargeable removable battery which includes two patient slings from the Estate of Ann Berard of Harwich Port.

Minutes:

February 24, 2020

March 9, 2020

April 15, 2020

Public Comment Period

Joseph Glynn asked about the name of the new school; it has not been named as of yet. He also asked about educational software to help students study for the MCAS. Emily Gould asked about mold at M.E. Small.

Executive Session

At 6:37, on a motion by Brian Carey, seconded by Joseph Tierney, and carried 7-0 by roll call vote it was:

VOTED: That the Dennis-Yarmouth Regional School Committee enter into Executive Session, not to return to Public Session, for the purpose of discussing strategy with respect to Collective Bargaining or litigation if an open meeting may

have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (DYEA Remote Learning MOA)

Jeni Landers	yes
Joseph Tierney	yes
Andrea St. Germain	yes
Brian Carey	yes
James Dykeman	yes
Brian Sullivan	yes
Phillip Morris	yes

Minutes recorded and prepared by,

Eileen M. Whalen, Assistant Secretary