

RECEIVED

By Town Clerk at 3:48 pm, Nov 02, 2021

REVISED AGENDA
Maynard School Committee
Thursday, November 4, 2021, 7:00 pm
Remote Meeting

(The School Committee may vote on all items listed on this agenda)

Pursuant to Gov. Baker's Executive Order dated March 12, 2020, suspending certain provisions of the Open Meeting Law, G.L. c. 30A sec. 20, the School Committee has modified meeting procedures to ensure the safety of all participants. The public will not be allowed to physically access this School Committee meeting; video and audio will be turned off for the public. This meeting will be held via a virtual meeting (internet) using Zoom Technology.

All members of the public are invited to join the meeting virtually either by computer (internet) or phone at:

Computer Option: Join Zoom Meeting (video) <https://zoom.us/j/91572875882> Password: SC2122

Choose to use Computer Audio, or join by phone at the number below:

Phone Option: 1-646-558-8656 Meeting ID: 915 7287 5882 Password: 448260

View further instructions here: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

Meeting materials will be found on the website under School Committee - Agenda or <https://bit.ly/37KasFh>

MGL 30A, Sec.20:(f) After notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement, and operation of equipment used so as not to interfere with the conduct of the meeting. At the beginning of the meeting, the chair shall inform other attendees of any recordings.

- I. Call to order - roll call of members
- II. Chair's Report (10 min; IO)
- III. Superintendent's Facility/Field Fee Presentation (10 min; IO)
 - A. Open Forum (45 min; D) - Live Community question and answer session
- IV. Citizens' Comments (15 min) – comments submitted via email to be read
- V. School Committee Deliberation on Facility/Field Fee Schedule (20 min; D)
 - A. Next Steps (15 min; D/PV)
 - B. Recap (5 min; IO)
- VI. Acceptance of Warrant(s) (5 min; IO)
- VII. Executive Session under MGL; CH30A; § 21(a)(3) To discuss strategy with respect to potential litigation with the Maynard Education Association if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares. The School Committee will return to open session. (15 min; IO/D)
- VIII. Committee Reorganization (15 min; D/VR)
- IX. Members Comments and Subcommittee Reports (15 min; IO)
 - A. Elizabeth Albota
 - B. Mary Brannelly
 - C. Hilary Griffiths
 - C. Natasha Rivera
- X. Adjournment

***IO [Info Only], P [Presentation], D [Discussion], PV [Possible Vote], VR [Vote Required]**

Chairperson: Lydia Clancy
Posted by: Colleen Andrade
Date: 11/1/21
Revised: 11/2/21

**Maynard School Committee
Public Virtual Meeting Comment Guidelines**

Here are the general rules for the Committee's public comment period:

1. Any citizen wishing to make a comment during this meeting can do so by:
 - a. For those that would like to speak in person, Zoom has a raise-your-hand option (see attached for at a glance instructions). Click on raise your hand and the Chair will unmute you to speak. If calling into the meeting on a phone, press *9 (* key and 9) to raise your hand. View further instructions here: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>
 - b. Emailing comments in advance and up until the Citizens' Comments agenda item to **comments4SCmeeting@maynard.k12.ma.us**. **You must state in the subject line "Public Comment" and include your first and last name and home address to ensure your comment can be read.**
 - b. For those accessing Zoom via computer, the chat option may be enabled. The Chair will read chat comments aloud. Chat comments must include first and last name and home address in order to be read. Note that this option is only accessible to those with web access.
 - c. Please be sure to read guidelines below in #3.
3. Any citizen wishing to comment for a virtual public meeting shall follow these guidelines:
 - a. All public comments are limited to 3 minutes, to ensure that everyone who wishes to comment has the opportunity to be heard.
 - i. Comments read by the Chair will only be read for 3 minutes. If the submitted comments are longer, they will be cut off at the 3-minute mark.
 - ii. To ensure that all the comments are read in their entirety, it is suggested that you keep them to approximately 350 words. Submitted messages longer than 350 words will be submitted for public record regardless.
 - b. No citizen may comment more than once without permission of the Chair. As time allows, the Chair could consider allowing citizens to comment a second time, especially if it is related to a topic that has not yet been brought up.
 - i. Note that citizens can submit any additional comment(s) for the public record, by providing a copy to the Chair via email up until the end of the meeting, specifically stating their desire to have these additional comments included.
4. Please be aware that the Citizens' Comments agenda item is a devoted time for the school committee to hear from the citizenry. As such, its structure primarily supports unidirectional public recording of citizen's comments, rather than a bidirectional conversation.

Quick Zoom Meeting Instructions

When you enter a Zoom Meeting, you may be in the "Waiting Room" until the meeting is ready to start.

Participants will be muted upon entry and will be unable to unmute themselves.

Participants are asked to stop their video to help improve the meeting quality.

To stop your video, hover over your video at the top or side of your screen, click on the 3 dots that appear, and click on Stop Video (once stopped, it will say Start Video as shown here).



During the meeting, participants may "raise their hand" to speak a comment.

If you called in using a phone, please press the * key and 9 (*9) to raise your hand.

By computer, at the bottom of your screen you should see a menu bar similar to this, click on



Raise Hand.

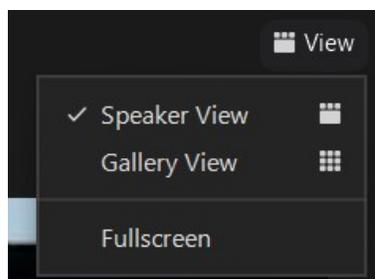
If you don't see this, click on Participants and you may then see the Raise Hand in the participant box
If using the APP, click on the ...More then Raise Hand

You will be asked to unmute when it is your turn to speak.

Click on unmute when it appears on your screen.

Once raised it will say lower hand at the bottom. Please click to lower your hand.

You can change your view of the meeting by clicking on View at the top of the screen for Gallery View (video of everyone in a grid) or Speaker View (the main video will show who is speaking while others are along the top).



If in full screen mode, people will be on the right side



School Committee Policy:

#705

Use of School Facilities

The Maynard School Committee believes facilities provided for public education and supported by public funds should be made available for use by non-profit community groups whose activities are educational, cultural, civic, or charitable in nature. Therefore, Maynard residents or Maynard Public School employees and the groups of which they are members shall be encouraged to use school facilities for the described purposes when such use will not interfere with the Maynard Public School's educational program.

It is the intent of the Committee to offer the use of school facilities to the above referenced community groups without incurring significant additional costs for the school budget. When additional costs for operating the facility due to the use by a non-profit community group that are youth-focused are incurred, user fees, custodial and kitchen charges may be waived for activities occurring while the school building is normally open, at the discretion of the Superintendent. Fees for school or town government sponsored activities such as parent group meetings, town meetings, public hearings, etc. may be waived at the discretion of the Superintendent.

The Superintendent will prepare administrative regulations to govern the application and approval of groups to use school facilities, a fee schedule, restrictions of use in compliance with law and School Committee policy, protection of the Maynard Public Schools and its employees from liability, and rules regarding use. For-profit groups or individual using school facilities shall be charged from a for-profit schedule. It shall be the decision of the Superintendent or his/her designee which fee schedule to use for a non-local non-profit group taking into consideration the benefits to the citizens of Maynard.

Date Approved: 3/26/15

Earlier Version: 3/11, 2/08, 1/05, 5/99, 7/95, 11/84, 1/83, 2/76, 9/75, 8/75, 2/73

Legal Reference: M.G.L. 71:71, 71:71E, 272:40A



Administrative Regulation:

#705.1

Use of School Facilities

1. Use of school property for school purposes takes precedence over all other uses except Town Meeting. Permits to use school facilities may be canceled at any time due to the needs of the school program. The Maynard Public Schools are not responsible for inconvenience caused due to cancellation. Approval of applicants to use school facilities are made by the Business Manager or designee.
2. Scheduling priorities are as follows:
 - a. School-sponsored activities, including student clubs, School Councils, the School Committee, EXCEL, Fowler After School Club (FASC), Community Education (evening classes), and Adult Learning Center, and Town Meeting;
 - b. Activities sponsored by school support groups, including PTO's, Parent Networking Group, Band/Chorus parents, Friends of WAVM, and Maynard Recreation Department;
 - c. Maynard youth-related activities, including Scouts, Maynard Youth Soccer, Little League;
 - d. Maynard educational, cultural, civic or charitable groups;
 - e. Regional groups with an educational, cultural, civic or charitable purpose;
 - f. Activities of other organizations, at the discretion of the Superintendent of Schools or designee.
3. For School-sponsored events, fiscal procedures are to be followed as given in Appendix B.
4. Any application by organizations or individuals may be required by the Business Manager to present evidence that they carry insurance relevant to the nature of the intended program or activities; and to include, in their enrollment or membership forms, signed statements holding the School Department and Town harmless with respect to any liability for injuries or other harm or damage arising out of the applicant's supervision or conduct of programs and activities on school premises.

Neither the school department nor its custodians assume any responsibility for liability.

5. The facilities using organization is responsible for complying with the terms of the approved application form, School Committee policies and regulations, State and Local ordinances related to health and safety, and Maynard Fire and Police regulations.

6. The facility user is responsible for damage to the school property and may be required by the Business Manager to provide police and/or fire protection at the facility user's expense. If special set-up or equipment is required (podium, public address system, VCR, stage lights, etc.) this must be indicated and arranged at the time of application. This includes access to bathrooms, if user is renting field space.
7. When school facilities are used for the purposes other than for school use, additional expenses, including heat, electricity, and other operating expenses are incurred by the school department. Therefore, charges are made by the Maynard Public Schools to cover the additional costs. School facilities are available only when a regular school custodian is employed to supervise and protect the building and equipment.
8. Rental fees, custodial and kitchen costs may be waived by the Business Manager for groups in categories 2a, b, and c; rental fees but not custodial nor kitchen costs may be waived by the Business Manager, at his/her discretion, for groups in category 2d; rental fees for groups in categories 2e and 2f may be waived only at the discretion of the Superintendent of Schools.
9. School kitchens and equipment are available only when a regular school kitchen employee (from the affected school) is employed, at the building user's expense, to supervise and protect the equipment. When a school kitchen is to be used, it will be necessary for the building user to contact the Business Manager to receive the necessary information as to charges, and the needs of the building user.
10. By State Law, ALCOHOLIC BEVERAGES ARE NOT ALLOWED on school premises. Also required by state Law, there is NO SMOKING in the buildings nor upon school grounds.
11. On days when school has been cancelled because of emergency conditions, the school buildings will not be available and all scheduled use is automatically canceled. In special circumstances, access may be permitted during the custodian's regular shift, 6:00 a.m. - 2:00 p.m.
12. In all cases where gymnasiums are used for athletic purposes, participants are required to use appropriate footwear.
13. The Business Manager will consult with Maynard Police Department and Maynard Fire Department for facility requests that will likely require additional town resources. The facility user will be responsible for payment of any police officers so required.
14. All fees (custodian and rental) are to be paid by check made payable to Maynard Public Schools, Town of Maynard and delivered to the Business Office, Fowler School, 3R Tiger Drive, **30 days prior** to use of the facility. All bills for damages are payable upon receipt.
15. The building user must satisfy the Business Manager that a qualified person will be available to operate stage lighting, curtains, drops, scenery, etc.

16. All users, including school organizations, are responsible for setting up and removing all equipment. Equipment belonging to the building user, such as scenery and furniture, may not be moved in or out of the building during school hours.
17. Exceptions to decisions made by the Business Manager can be made only by the Superintendent of Schools.
18. Rental charges are as per attached sheet. All fees are subject to changes that are necessary because of the nature of the rental. Whether the using organization is charging an admission fee or conducting a fund-raiser does not automatically affect the rental charge.
19. In addition to rental charges, custodial fees/kitchen staff are charged as follows:
 - a. Custodial charges shall be billed at the prevailing average hourly rate for overtime work for organizations using school buildings and facilities.
 - b. Kitchen supervisors shall be billed at the prevailing average hourly rate for overtime work for organizations using school kitchens/equipment.
 - c. The minimum payment shall be for two (2) hours when it is necessary for a custodian or kitchen supervisor to return to the school from their home in order to fulfill the assignment. If it is not necessary for a person to leave the building, then the hourly rate shall prevail with no minimum set. Persons working overtime for more than one full hour, or a fractional part thereof, shall be applied to the next nearest quarter of an hour. Custodians/kitchen aides fees shall include time spent in preparation for and cleaning up after a facility has been used.
20. The custodian on duty is responsible for the supervision of the facility and equipment, safety precautions in the building, cleaning of the building after its use and for any services required by the rentee in accordance with the use of the facilities approved.
21. It is the custodian's responsibility to make their whereabouts known so that he/she will be available at any time that services are required. Depending upon the nature of the rental and the area being rented, the school department may require the rentee to have two or more custodians on duty, in addition to police protection.
22. Failure to comply with these regulations may result in denial of future requests.

Date Approved: 12/13/18

Earlier Version: 3/14; 3/14, 3/11, 2/08, 1/05, 9/00, 6/96

**Appendix A.
Rental Charges for School Facilities**

Area	High School	Fowler School	Green Meadow
Classroom	\$ 10/hr	\$ 10/hr	\$ 10/hr
Library	25/hr	25/hr	25/hr
Auditorium	100/hr	50/hr	N/A
Auditorium/Cafeteria	200/hr	150/hr	N/A
Auditorium/Café/Kitchen	250/hr	200/hr	N/A
Cafeteria (no kitchen)	100/hr	100/hr	20/hr
Cafeteria/Kitchen	150/hr	150/hr	30/hr
Gymnasium*	250	200	100
Locker Room(s)	200	200	N/A
Field	65	100	65
Alumni Field	700		
Alumni Field w/lights	900		
Custodial Fees	\$40/hr		
Kitchen Staff Fees	\$35/hr		

*Gym rentals are for up to four (4) hours. Over 4 hours the rate is doubled.

Appendix B.
Fiscal Procedures for School Sponsored Events

- All Activity/Event staff payments will be made through Business Office.
- These payments will be made at the conclusion of the event. The funds to support these payments will be brought to the Business Office by the sponsoring organization/individual.
- Any stipend position payment amount is established via MEA contract. All other payments will be made according to pre-established budget subject to sufficient receipt of funds.
- All non-personal payments (materials, supplies, etc) will be made through the sponsoring organization/individual to be reimbursed by the High School general checking account.
- A detailed program accounting to include all receipts and disbursements will be forwarded to the Business Office from the High School general checking account at the conclusion of the activity/event for auditing purposes.
- In the event of receipt of insufficient funds to meet payments of positions from the pre-established budget, an adjusted payment schedule will be provided to the Business Office by the sponsoring organization/individual.

**AGREEMENT
BETWEEN
MAYNARD SCHOOL DEPARTMENT
AND
TOWN OF MAYNARD**

This Agreement (hereinafter "Agreement"), made and entered into this 6th day of October executed in duplicate (each executed copy constituting an original) between the Maynard School Department with a principal place of business at 3-RTiger Drive, Maynard, MA 01754, acting by and through its School Committee (the "Department") and the Town of Maynard, a Massachusetts municipal corporation with a principal place of business at 195 Main Street, Maynard, MA 01754, acting by and through its Board of Selectmen (the "Town") (collectively, the "Parties").

RECITALS

WHEREAS, on May 20, 2019, by vote of the Maynard Town Meeting adopted G.L. 71 § 37M, which provides for the consolidation of certain administrative functions of the Town and the Department, including maintenance functions;

WHEREAS, on May 20, 2019, the Town of Maynard School Committee approved the adoption of G.L. 71 § 37M;

WHEREAS, the Parties desire to consolidate the facility management functions for the Town and the Department pursuant to G.L. c. 71, § 37M;

WHEREAS, the map attached at Exhibit A depicts the areas of responsibility for the Department and the Town;

WHEREAS, the Parties desire to enter into an agreement to set our expectations and responsibilities with regard to the assistance of the Department of Public Works ("DPW") in maintaining of property owned by the Department and consideration therefore; and

WHEREAS, the Parties participating in this Agreement have each authorized participation in this Agreement by the Town Administrator in the case of the Town and the Superintendent in the case of Department, and the Department and the Town, to the extent necessary, have budgeted for the shared costs of the activities to be undertaken under this Agreement; and

NOW, THEREFORE, the Parties, in consideration of the above premises and the mutual benefits to be derived by the Parties hereto do hereby mutually agree as follows:

**ARTICLE I
RESPONSIBILITIES OF THE SCHOOL DEPARTMENT**

The Department will, through its custodial staff led by the Director of Building Operations, maintain the exterior and interior of all Department buildings. The Department

buildings are limited to: Green Meadow Elementary School, Fowler Middle School, Maynard High School, and the sheds on the athletic fields. The Department will also maintain any courtyards, exterior spaces, non-athletic fields, egresses to the Department buildings, as well as all landscaping, tree trimming, walkways – not abutting public ways, and grounds, said maintenance to include snow removal, snow blowing and shoveling of walkways not abutting public ways. The Department will rake or otherwise collect leaves into piles for collection by the DPW upon request.

The removal of large trees on all Department property, including athletic fields shall be the responsibility of the Department. The Department may engage an outside contractor or request the DPW perform the service, provided that services performed by the DPW for large tree removal shall be compensated as set forth in Article III herein.

Snow removal, snow blowing and shoveling of interior walkways, not abutting public rights-of-way, examples pathways around schools for emergency fire escape routes, main entrances front and back, and loading docks, shall be the responsibility of the Department. Ice maintenance of high priority areas that are unable to be treated by snowplows shall be the responsibility of the Department. After normal snow and ice removal by the Town, time sensitive requests shall first be directed to Department personnel prior to requesting Town, through its DPW, assistance.

The map attached at Exhibit B depicts the areas of responsibility for the Department and Town.

ARTICLE II RESPONSIBILITIES OF THE TOWN

The Town, through its DPW, shall maintain all parking lots adjacent to or designated for Department buildings, Tiger Drive, and sidewalks – abutting public ways. Such maintenance shall include snow removal and salting/dirt deposit, repair of cracks, potholes, etc., maintenance of lines, and maintenance signage (other than Department signs). Capital projects, including paving projects, shall be included in the annual capital requests of the Department as may be necessary.

The Town shall also be responsible for the maintenance of all athletic fields, including the field adjacent to the current Green Meadow Playground, as shown in Appendix C. Such maintenance shall include irrigation, mowing, leaf collection and removal, repair of any surfaces or structures, and/or snow removal, provided however, the Department shall remove fallen branches and trim small trees on the athletic fields. Athletic field line painting/application may be performed by the DPW, subject to payment as set forth in Article III herein.

The Town agrees to provide the Department with the equipment identified on Exhibit B to assist in the Department's completion of mowing, snow clearing, and/or any other exterior tasks as outlined by this Agreement. The Department is responsible for obtaining any and all other equipment.

The map attached at Exhibit A depicts the areas of responsibility for the Department and Town.

ARTICLE III COMPENSATION

The Department shall employ a Director of Building Operations who shall devote his/her whole time to Department work, with the exception of special town projects which shall not equate to more than 15 percent of Director's time, annually, at the approval of the Superintendent. Any such hours spent on special projects will be reimbursed at the Director of Building Operation's hourly pay rate by the Town through transfers; the hourly pay rate for the Director, an exempt employee, shall be his/her annual salary divided by 2,080 hours (based on an average 40 hour workweek).

The Department agrees to reimburse the Town through school transfers to the DPW for all overtime performed by Town staff for athletic field line painting and large tree removal at the applicable overtime rate. At the request of, and if deemed necessary by, the Department, DPW will line the athletic fields under the Department's jurisdiction. Any lining of the aforementioned fields will be expensed to the Department at the overtime rate for 1 DPW staff member. Any line painting that would be required for external organizations, such as youth soccer, etc., and is approved by the Department would be the responsibility of the external organization hosting the event, provided however, that the Department shall be responsible for any expenses incurred as a result of services by DPW, so long as the Department approves the expense in advance in writing, for which the Department may charge back to the external organization at its discretion. The Department may provide line painting supplies to the external organizations, upon request, and at their expense.

ARTICLE IV TERM / AMENDMENTS

1. The term of this Agreement shall commence upon execution and terminate on June 30, 2023 and is renewable for an additional period of time by mutual written Renewal and Reactivation Agreement of the parties, unless sooner terminated as herein provided. The parties intend that the Parties entering into this Agreement are the sole and exclusive beneficiaries of the Agreement. This Agreement may only be terminated by mutual agreement.
2. This Agreement shall not take effect until it has been executed by both Parties, at which time, it shall become the binding and legally enforceable Agreement of each such Party.
3. No officer, official, agent, or employee of any Party shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind any of the other Parties by making any promise or representation not contained herein except by an authorized written amendment requiring a vote of the Board of Selectman of Maynard and the approval of the Town Administrator of the Department and the School Committee. Said amendment shall be executed in the same manner as this Agreement is executed. No Parties may rely on any conduct, statements, action, inaction or course of conduct of the employees, agents or officers of any other Parties as having changed, modified or amended this Agreement. No Parties shall be construed as waiving any provision of the Agreement unless the waiver is executed in writing as an amendment to

this Agreement. No waiver by any Parties of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by any Parties shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to the Party

4. No failure or delay in performance shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to any Act of God, war, riot, epidemic, explosion, sabotage, breakage or accident to machinery or lines or pipe, material, or equipment not attributable to the fault or neglect of a party hereto, the binding order of any court or government authority, provided such order shall not be the result of the neglect or conduct of any one Party causing such order to issue, or any other cause whether of the kind herein enumerated or otherwise not within the reasonable control of the Party against whom a breach is alleged. All Parties agree to exercise all diligent and good faith efforts to remedy such failure or delay at the earliest possible time.
5. In addition to the remedies, power and authority which each Party has at law or under its by-laws, rules or regulations the following remedies shall be available to each Party:
 - a. If any Party fails to fulfill any material obligation or condition of this Agreement (either a "Defaulting Party"), the other Party has the right to suspend this Agreement by giving sixty (60) days (a "Default Notice"), in writing, of their intent to do so (the "Default Notice Period"). Upon receipt of such notice, the Defaulting Party shall have the right to prevent suspension by curing the default within thirty (30) days and diligently and continuously pursuing such cure to completion within any additional time which may be necessary to affect such cure. Suspension shall not release any Party from its obligation to pay all bills or sums due prior to suspension, in accordance with this Agreement.
 - b. Each Party reserves the right, either in law or equity, by suit, and complaint in the nature of specific performance or other proceeding, to enforce or compel performance of this Agreement.
 - c. If any administrative board, commission or division of the state or federal government or any court materially impairs, alters, restricts or limits, directly or indirectly any Party's rights, powers or authority to perform under this Agreement, and such governmental action was not the result of any omission or action by that Party, it may suspend this Renewal Agreement by giving sixty (60) days written notice to the other Party. Any suspension under this clause shall not release said Party from its obligation to pay any sums due and all bills owed for services previously rendered, unless to do so would be in violation of a final administrative or judicial decree, order or ruling. The notice of suspension shall be given within five (5) business days after either Party receives written notice of the action or decision of such agency, board, commission, division or court. It is the intent of this notice provision to give the other Party as much advance notice as possible. Each Party shall notify the

other Party of the formal institution of any proceeding or the issuance of any formal order which materially impairs, restricts or limits, its rights, powers of authority to perform under this Agreement, so that the other Party may, if it chooses, participate in such proceedings or challenge any such order. At the conclusion of any such proceedings or challenge adverse to the Parties, including the expiration of all appeals, either Party may terminate this Agreement in compliance or accordance with any final decision or ruling, after first meeting with the other Party to negotiate over amendments, if any, which could eliminate the need for such termination. Each Party will at all time use its best efforts to defend its right to act under this Agreement before such administrative board, commission, division or court.

- d. The remedies set forth in this Agreement are separate and cumulative, and the election of one does not preclude use of another.
6. Each Party shall immediately, within not more than twenty-four (24) hours, notify the other Party of any emergency or condition which may affect its participation in or the carrying out of its responsibilities under this Agreement.
7. Employees, servants or agents of either of the Parties shall not be deemed to be agents, servants or employees of any other Parties of any purpose including, but not limited to, either Workers' Compensation or unemployment insurance purposes.
8. Service of Notice - All notices or communications permitted or required by this Agreement must be in writing to be delivered or mailed by certified mail, return receipt requested:

To the Town
Town Administrator
195 Main Street
Maynard, MA 01754

To the Department,
Superintendent
3-R Tiger Drive
Maynard, MA 01754

9. If any provision of this Agreement is declared or found illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the contract shall be enforced to the fullest extent permitted by law. The headings are used for reference only and shall not be a factor in the interpretation of this Agreement. This Agreement shall supersede all other verbal and written Agreements and negotiations by the parties relating to performance of the obligations under this Agreement and contains the full and complete Agreement of the parties on this subject.

IN WITNESS WHEREOF, the Parties have caused their proper representatives on the day and year first above written to execute this Agreement:

TOWN OF MAYNARD
By its Town Administrator

DMJ GW Johnson 10/6/20

As authorized by Board of Selectmen Vote dated:

October 6, 2020 - 5-0 Approved.

MAYNARD SCHOOL DEPARTMENT
By its Superintendent

Brian Hawk

As authorized by School Committee Vote dated:

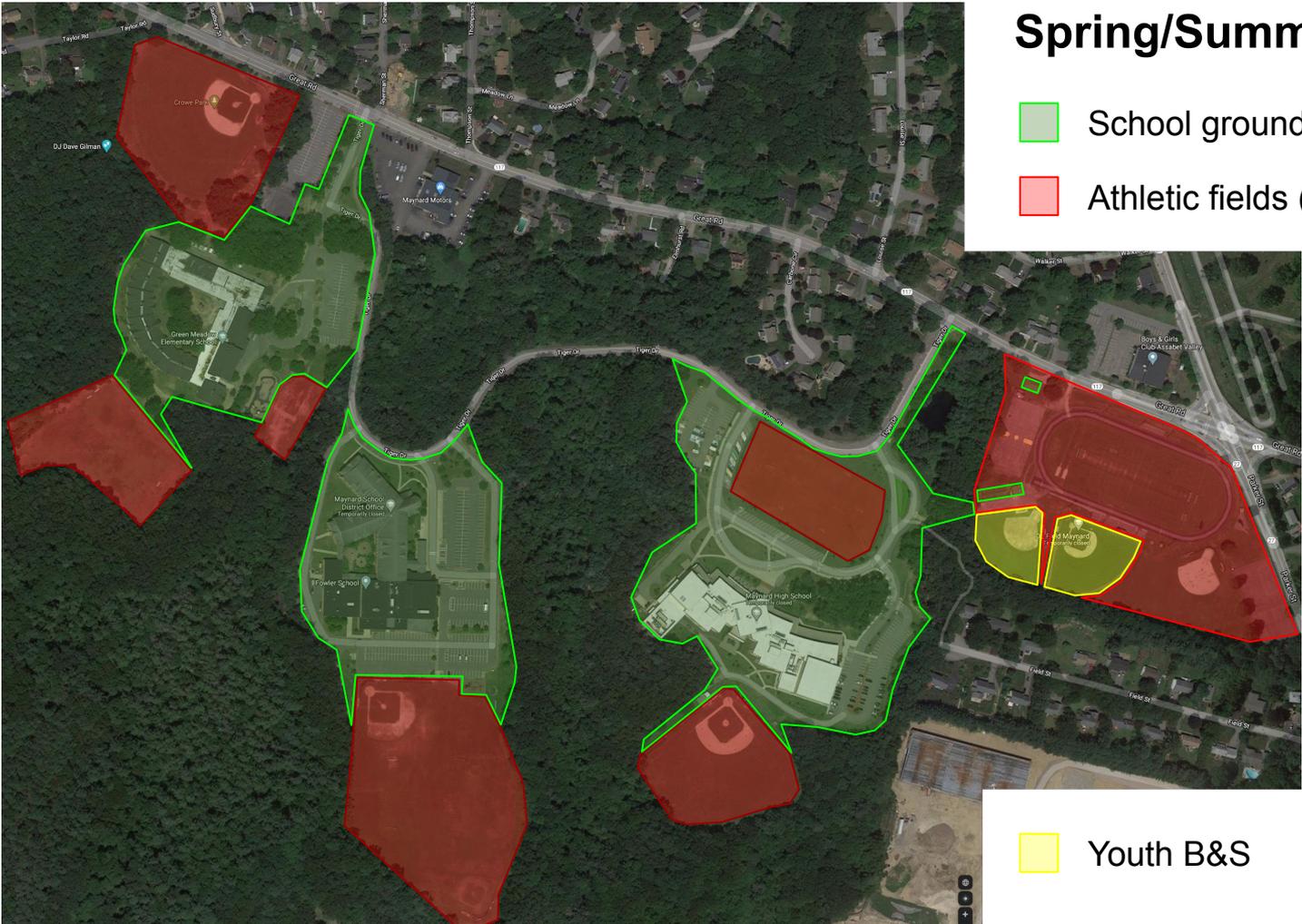
9/17/20 5-0 Approved

EXHIBIT A
(Map of Areas of Responsibility)

Spring/Summer/Fall Map

 School grounds (School)

 Athletic fields (Town)



 Youth B&S

Winter Map

 School grounds (School)

 School parking/roads (Town)

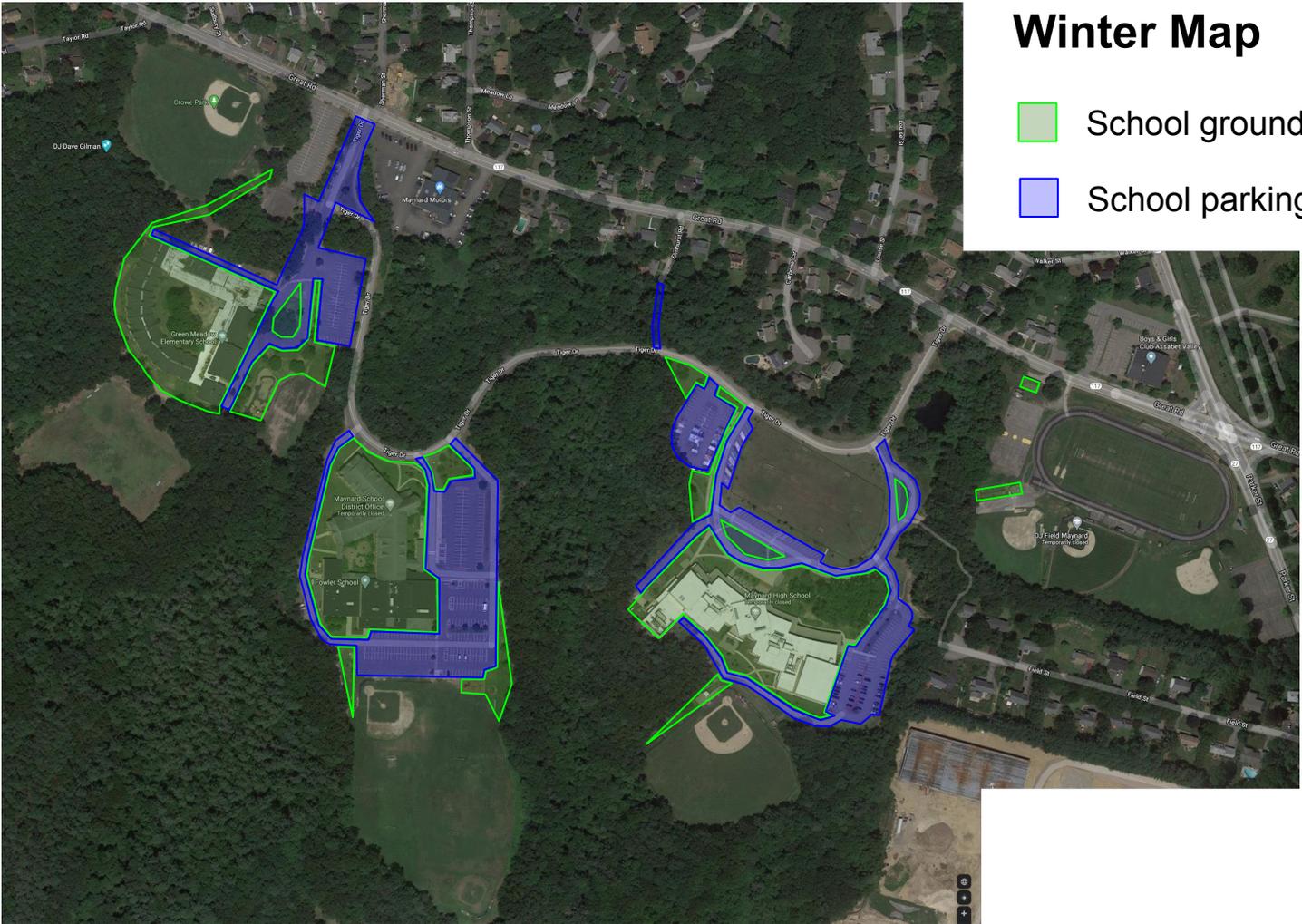


EXHIBIT B
(Equipment Provided by DPW)

- (1) 9 spade shovels
- (2) 9 square shovels
- (3) 2 weed whackers - 1x "Red Max", 1 year old; 1x "Stihl", 2 years' old
- (4) 3 edging shovels
- (5) 1 new hedge trimmer
- (6) 9 leaf rakes
- (7) 3 iron rakes
- (8) 3 wheel barrels
- (9) 1 new handheld trimmers and cutters
- (10) 1 commercial grade lawn mower – 1x- 60" "Hustler" gas powered hydraulic driven ride on z-turn model, less than 5 years' old.