



ANDOVER SCHOOL COMMITTEE

SC ROOM Key: I.O. = Information Only; A.R. = Action Request

THURSDAY, MARCH 25, 2021

Virtual Open Meeting Broadcast by AndoverTV

Comcast Channel 99, Verizon Channel 43 or streamed: www.andovertv.org

Public Participation

Public Input should follow School Committee [policy BEDH](#) Public Comment at School Committee Meetings and [policy BEDH-E](#) Guidelines for Public Comment.

<p>Public input via email: scremote@andoverma.us <i>please include name and address along with comments</i></p>	<p>Public input via live video: Registration link</p>
<p>Members of the public who wish to provide written Public Input, or to provide comment or ask a question on a particular agenda item can do so by sending email to the above email address. The public is encouraged to email questions ahead of time, and we will do our best to relay questions received during the meeting to the School Committee.</p>	<p>The Committee welcomes members of the public to provide live video comment during the Public Input portion of the agenda. To participate via video, you must register in advance and the meeting administrator will move you from a WebEx lobby into the main meeting at the appropriate time. To participate in this way, please register using the above link.</p>

I. School Committee Meeting – Call to Order 6:00PM

Executive Session: Meet in Executive Session pursuant to G.L. chapter 30A, section 21(a), purpose (3) to discuss strategy with respect to bargaining with unionize personnel, namely the Andover Education Association (AEA) Unit A and Andover Assistants’ Organization because an open session may have a detrimental effect on the litigating position of the Committee. The Committee will reconvene in regular session at approximately 7PM.

II. Regular Meeting Resumes 7:00PM

- A. Reorganization – Elect Chairperson and Vice Chairperson for 2021-2022 A.R.
- B. Recognitions/Communications I.O.
- C. Public Input
- D. Response to Public Input
- E. Education A.R.
 - 1. Field Trip: Doherty to Panama in February 2022
- F. New Business A.R.
 - 1. NRT - Trombly Updated Transportation Contract A.R.
 - 2. Town Meeting Warrant Recommendations I.O.
 - a. Article P5: FY22 Capital Projects Fund
 - b. Article P7: Financial Housekeeping
 - c. Article P9: General Housekeeping
 - d. Article P12: Granting Easements
 - e. Article P15: Capital Projects from General Fund Borrowing
 - f. Article P16: Capital Projects from Free Cash
 - 3. Memoranda of Agreement with Andover Education Association A.R.
- G. Continuing Business A.R.
 - 1. Fusion Academy Private School Application A.R.
 - 2. FY22 Budget A.R.

H. Consent Agenda

A.R.

1. Grants/Donations to District:
2. SC Meeting Minutes

I. Adjournment

A.R.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Regular School Committee Meeting will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public body and/or parties with a right and/or requirement to attend this meeting can be found on the Town website. For this meeting, members of the public who wish to watch the meeting may do so in the following manner: Andover public access television (Comcast Channel 99, Verizon Channel 43) or streamed on the Andover TV Education Channel at www.andovertv.org. Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the AndoverTV website an audio or video recording, transcript, or other comprehensive record of the proceedings as soon as possible after the meeting.

**MEMORANDUM OF AGREEMENT
BETWEEN
Andover School District and NRT Bus, Inc.**

This Agreement is entered into between the Andover School District (hereinafter “the District”) and NRT Bus, Inc. and or Trombly Motor Coach Service, Inc. (hereinafter, collectively, the “Vendor,” or “Contractor”) and together with the District, (“the Parties”).

WHEREAS, as a result of the COVID-19 pandemic (hereinafter “COVID-19”) and subsequent Executive Orders of the Governor of the Commonwealth, all schools in the District have been closed or partially closed since on or about March 13, 2020.

WHEREAS, per the decision of the Secretary of Education for the Commonwealth of Massachusetts, all schools will have a one hundred seventy (170) day school calendar for the 2020-2021 school year, rather than the one hundred eighty (180) days in a typical school year, and;

WHEREAS, the District may be operating remotely, in a hybrid manner, in person or in a manner that moves between these types of educational models, and;

WHEREAS the District and Vendor currently have a transportation contract dated March 27, 2017, for regular transportation services currently in place (“the Transportation Contract”) for the period of July 1, 2017 through June 30, 2022; and,

WHEREAS the Department of Elementary and Secondary Education (“DESE”) and the Massachusetts Division of Local Services (“DLS”) has encouraged school Districts to negotiate contract amendments with transportation providers to ensure continuity of school transportation services; and,

WHEREAS the District seeks to offer partial payment of the contracted per diem rate, to the extent practicable, to ensure no breaks in service when school reopens; and

WHEREAS, the Contractor has expressed concerns about its ability to resume bus transportation services and may be required to lay off or furlough its employees or independent contractors without continued payment by the District;

WHEREAS; the provisions of the CARES Act related to Employee Retention Tax Credits were extended via the Consolidated Appropriations Act of 2021, signed into law on December 28, 2020. In the event that the Legislature of either the Commonwealth of Massachusetts or the United States of America passes a stimulus package offering Vendor enhanced benefits, credits, or other aide, Vendor agrees to renegotiate the rate paid pursuant to Section 1 below in good faith.

NOW THEREFORE, the Parties hereby agree as follows:

1. For the time period of the 2020-2021 school year, the amounts to be paid by each District shall be as follows:

- a. For full transportation services related to in-person school days:
100% percent of the cost as per the existing transportation contract
 - b. For ten (10) days removed from the school year calendar by the Commonwealth:
50% percent of the cost as per the existing transportation contract
 - c. All remote school days as determined and ordered by the Andover School Committee:
78% percent of the cost as per the existing transportation contract
2. For the avoidance of doubt, there shall **only** be payment for extra runs, including but not limited to field trips, athletic trips and late buses for the **2020-2021** school year **if such extra runs are requested and scheduled by the District.**
 3. **Should** Vendor receive any **new** loan, grant or financial support pursuant to **any new** Paycheck Protection Program (the “PPP Loan”) or any other government sponsored or funded aid program related to COVID-19 or associated mandated governmental closures, **the amount paid under 1a-d. shall first be reduced by the amount of a program similar to the PPP related to the district.**

Vendor agrees to submit an affidavit, if it receives any additional grants, discounted loans and/or other financial support from the Federal, State, or Local government after the date of execution of this Agreement and Affidavit that covers the period of **the 2020-2021 school year.**

4. Vendor represents and warrants to the District that Vendor, will continuously pay their employees for the full **2020-2021** School Year and shall provide an attestation from Vendor’s accountants certifying that Vendor’s payroll costs, including but not limited to the number of employees on payroll and total payroll wages and benefits paid per month during the period of **2020-2021** School Year are substantially the same as the preceding year. The terms of this Section 4 are not applicable in the event that the District is paying less than seventy-eight (78%) of the contract price during a shutdown as ordered by the Commonwealth of Massachusetts or any other governmental entity. Vendor is solely responsible for the purchase and cost related to the daily cleaning and sanitation of the vehicles, and any and all PPE and equipment and any training required to clean buses, in accordance with DESE Guidance and applicable standards. The District will be responsible for providing masks and hand sanitizer for students or reimbursement to Vendor, as the case may be.
5. During the **2020-2021** School Year, Vendor **will** honor all contractual obligations, including but not limited to safety training, maintenance of insurance, professional development, and upkeep of vehicles in preparation for the start of the 2020-2021 school year.

6. **Contractor Readiness for Reopening.** In consideration of the payments to be made to the Contractor pursuant to Section 1 of this Agreement, Vendor represents and warrants to the District that from the date hereof to the usual and customary start of the 2020-2021 school year, the Contractor will continue to maintain and observe any and all obligations provided for in the Transportation Contract. The Contractor further acknowledges and agrees that the Transportation Contract remains in effect and represents and warrants that Contractor is and will continue to remain prepared to provide all services and meet all obligations of the Contractor in accordance with the terms of the Transportation Contract. Additionally, the District acknowledges their obligations under the Transportation Contract.

7. Other than the payments set forth above, the Contractor and Subcontractor agree they are not entitled to any further payments pursuant to the terms and conditions of the Transportation Contract for the period of School Closure. Vendor shall not submit a claim for additional compensation for the period of School Closure.

8. **Effect on Transportation Contract.** All other terms and provisions of the Transportation Contract that are not hereby amended or superseded, remain in effect and are hereby ratified and affirmed in their entirety. This Agreement shall not be construed as a waiver of any rights by the District pursuant to the terms of the Transportation Contract and bid documents.

9. **Simultaneous Execution.** This Agreement may be simultaneously executed in multiple identical copies, each one of which shall be deemed an original copy, but all of which, taken together, shall constitute one original. The Parties may execute this Agreement by exchange of email or scanned copies.

10. This Agreement is subject to approval by the District's School Committee

In Witness Whereof, the parties have executed the Agreement on this ____ Day of March 2021.

ANDOVER SCHOOL DISTRICT

NRT BUS, INC.

 Claudia Bach, Ed.D., Superintendent

 John McCarthy, Director, CEO
 Duly Authorized

TROMBLY MOTOR COACH SERVICE, INC.

 Kevin Hinkamper, President

MEMORANDUM OF AGREEMENT

Between

ANDOVER SCHOOL COMMITTEE

And

ANDOVER EDUCATION ASSOCIATION, UNIT A

WHEREAS, from time to time Andover Public Schools (“APS”) has a need to provide education services to its students that cannot be performed by its educators who are regularly assigned to those services because they are on leave of some type and are therefore unavailable during such leave;

WHEREAS, APS must continue to provide these educational services and wishes to have qualified educators perform these services, which are in addition to the educational services to which such educators are regularly assigned during the school day (“the additional services”); and

WHEREAS, the Andover Education Association, Unit A (“AEA Unit A”) wishes to make available to its members the opportunity to perform the additional services at their voluntary option;

NOW THEREFORE, APS and AEA Unit A (“the Parties”) enter into this Memorandum of Agreement (“MOA”) and agree as follows:

1. The foregoing “Whereas” clauses are incorporated herein by reference.
2. The provisions of this MOA are entered into notwithstanding the provisions of the Parties’ collective bargaining agreement (“CBA”), and the provisions of the CBA shall not apply to the additional services performed in accordance with this MOA where such provisions are inconsistent with the terms of this MOA.
3. The additional services shall be performed by AEA Unit A members who are qualified by licensure, training, and experience to teach the course/curriculum which is the subject of the additional services.
4. An AEA Unit A member who performs the additional services shall receive, in addition to his/her annual salary, an hourly rate for the time incurred each school day in the performance of the additional services. Such hourly rate shall be calculated by (1) dividing the member’s annual salary by the number of scheduled teacher work days for the school year and (2) dividing the resulting daily rate by 6.25 hours. The member shall submit on a bi-weekly basis documentation showing the amount of teaching time for the additional services during the applicable two-week period and shall be paid for such time at his/her hourly rate.

5. APS agrees to notify AEA Unit A in writing of its intent to offer the additional services, describing the specific scope and type of such services.
6. AEA Unit A will provide such information to its members and will ascertain which of its members are willing to perform such services.
7. AEA Unit A will provide to APS in writing a list identifying all such members who have volunteered to perform such services and who are qualified by licensure, training and experience to perform such services in accordance with paragraph 3, above.
8. APS will offer in writing the opportunity to perform the services to all AEA Unit A members who satisfy the criteria set forth in paragraph 7, above. All such members who intend to accept the offer shall respond in writing within seven (7) days that they accept the offer on the terms provided. APS will provide to AEA Unit A, a list of such members who have accepted the offer.
9. Except as necessarily modified by the terms of this MOA, all provisions of the CBA between the Parties shall be unaffected by this MOA and shall remain in full force and effect. The terms of this MOA apply solely to school year 2020-2021 and shall terminate effective June 30, 2021. The Parties may by mutual agreement in writing extend the provisions of this MOA to a subsequent school year or portion thereof and may otherwise amend or modify its provisions by mutual agreement in writing. Nothing in this MOA shall be deemed to establish a binding practice or precedent on the Parties regarding its subject matter, and any such effects and results are expressly disclaimed.

ANDOVER SCHOOL COMMITTEE:

ANDOVER EDUCATION
ASSOCIATION, UNIT A

By: Shannon Scully, Chair

By: Matthew Bach, President

Date: March , 2021

MEMORANDUM OF AGREEMENT

Between

ANDOVER SCHOOL COMMITTEE

And

ANDOVER EDUCATION ASSOCIATION, UNIT A

WHEREAS, from time to time Andover Public Schools (“APS”) has a need to provide education services and related services to its students that are beyond the scope of services provided by its staff of educators or that must be performed outside the regular hours of work of those educators (“the additional services”); and

WHEREAS, the Andover Education Association, Unit A (“AEA Unit A”) wishes to make available to its members the opportunity to perform the additional services at their voluntary option;

NOW THEREFORE, APS and AEA Unit A (“the Parties”) enter into this Memorandum of Agreement (“MOA”) and agree as follows:

1. The foregoing “Whereas” clauses are incorporated herein by reference.
2. The provisions of this MOA are entered into notwithstanding the provisions of the Parties’ collective bargaining agreement (“CBA”), including but not limited to Articles 7, 8, 15, 28, and 32 therein. The provisions of the CBA shall not apply to the services performed in accordance with this MOA, and the performance of such services shall not constitute “teaching” within the meaning of the CBA or for purposes of acquiring professional teacher status under G.L. c. 71, § 41.
3. APS agrees to notify AEA Unit A in writing of its intent to offer the additional services, describing the specific scope and type of such services and the amount of stipend that it intends to offer to non-AEA Unit A persons to perform such services.
4. AEA Unit A will provide such information to its members and will ascertain which of its members are willing to perform such services at the specified stipend.
5. AEA Unit A will provide to APS in writing a list identifying all such members who have volunteered to perform such services and who are qualified by licensure and training to perform such services.
6. APS will offer in writing the opportunity to perform the services at the specified stipend to all AEA Unit A members who satisfy the criteria set forth in paragraph 5, above. All such members who intend to accept the offer shall respond in writing within seven (7) days that they accept the offer on the terms provided. APS will provide to AEA Unit A, a list of such members who have accepted the offer.
7. If, at the conclusion of the process set forth in paragraphs 2-6, above, the positions necessary to perform the additional services have not been fully staffed, the remaining

vacant positions may be offered by APS to qualified persons who are not members of AEA Unit A.

8. The Parties agree that the performance of the additional services by AEA Unit A members shall not be considered as part of their evaluation pursuant to the CBA, Article 28 and Appendix D thereto.
9. Except as necessarily modified solely by the terms of this MOA, all provisions of the CBA between the Parties shall be unaffected by this MOA and shall remain in full force and effect. Nothing in this MOA shall be deemed to establish a binding practice or precedent on the Parties regarding its subject matter, and any such effects and results are expressly disclaimed.

ANDOVER SCHOOL COMMITTEE:

ANDOVER EDUCATION
ASSOCIATION, UNIT A

By: Shannon Scully, Chair

By: Matthew Bach, President

Date: March , 2021

To: Claudia Bach, Ed.D., Superintendent of Schools
From: Sandra A. Trach, Assistant Superintendent for Teaching and Learning
Date: March 23, 2021
R/e: Fusion Academy – Application for Private School Approval

On May 14, 2020 Fusion Academy submitted a written request to the Andover School Committee for approval to operate a nonpublic school in Andover, Massachusetts. This request is subject to the Andover School Committee Policy, *Relations with Nonpublic Schools*, File LBC. This report is intended to summarize the Fusion application and documents presented to me, as well as my site visit to the Fusion – Andover Campus.

Education Law and Regulations on Approval of Private Schools

The *Standards for Approval of Private Schools* is outlined in *The Advisory on Approval of Massachusetts Private Schools* pursuant to Mass. Gen. Laws c. 76, § 1 by Jeffrey M. Nellhaus, Acting Commissioner of Education dated October 7, 2007.

The legal standard for private school approval under M.G.L. c. 76, § 1 is: “School Committees will approve a private school when satisfied that its instruction equals the public schools in the same town in thoroughness and efficiency and that private students are making the same progress as public school students. A school committee may not withhold approval based on the school’s religious teaching.” *Mass. Gen. Laws c. 76, §1* (Office of Innovation and Improvement, MA State Regulations, Private Schools, 2016.)

Criteria for Consideration of a Private School by a School Committee

(<https://www.doe.mass.edu/lawsregs/advisory/100207privateschool.html>)

1) Who is the population to be served?

Admissions Criteria

Fusion Academy is a proposed private school in Andover, Massachusetts for grades 6-12 that aims to deliver personalized education. Fusion notes that students primarily seek their school because the traditional model did not work for them, while some attend as a result of specific circumstances such as missed school due to extended illness or other medical conditions or as a means to hone their skills and interests. Fusion communicates that they intentionally do not set admissions criteria. Students participate in an intake process and ultimately a FEP (Formal Education Plan) is developed. The family provides transcripts, as well as any prior assessments and evaluations. After the student completes a shadow day, student goals are created and on-campus assessments are completed. This information is used to enroll the student in classes.

Documentation of School's Enrollment

Fusion Academy - Andover currently provides tutoring to 20 students. If approved to operate as a private school, Fusion projects and plans to cap enrollment at 70 students in grades 6-12. Fusion states that they do not intend to register in Massachusetts as a special education school. Prospective students with learning differences who seek to enroll will receive an analysis of

records, as well as meetings with the family and related professionals in order to determine if Fusion is a match for their student's needs.

2) Physical Plant/Safety

Do the site, plant, and equipment adequately support the program and are they operated to ensure the safety and health of the students?

Although Fusion was not required to build a school site under Mass. Gen. Laws c. 76, § 1, Fusion independently secured and renovated part of a two-story mill building in Dundee Park located in Andover, MA. A site visit to Fusion Academy in Dundee Park – Andover was conducted on Friday, October 16, 2020. Sandra Trach, Assistant Superintendent met with Michelle Houlihan, Head of School to inspect the school and campus. The following copies of certificates were submitted as part of the Fusion Academy – Andover proposal:

- The Certificate of Occupancy was issued by the Town of Andover, February 1, 2019. It includes signature approvals for framing (11/23/18, 1/25/19), plumbing and gas (01/16/19), electrical (01/31/19) and fire department (01/09/19).
- The Andover Fire Department visited Fusion on November 13, 2020 for a fire inspection and to review and consult on Fusion's Crisis Management Plan. The Andover Police Department visited the campus on Tuesday, November 17, 2020 to review and consult on Fusion's Crisis Management Plan. APS requested that Fusion conduct these visits to finish their incomplete Crisis Management Plans that were submitted as part of their application.
- An elevator inspection certificate was initially not submitted in the application for their two-story school, and later was received on October 22, 2020 after APS requested a copy.
- A Town of Andover DPH letter dated February 11, 2019 was submitted by Fusion Academy acknowledging there would be no food on site. Since Fusion intended on allowing students to bring food on-site, Andover requested an updated letter from Tom Carbone. This updated letter was received on November 17, 2020. APS also requested Fusion's COVID protocol, which was not part of their submission and was ultimately received in fall 2020. This protocol was reviewed by the Andover Health Division and Rita Casper, APS Director of Nursing.

The legal standard for school nurse requirements is Mass. Gen. Laws c. 71, § 53. At the time of the campus visit, Fusion did not have a nursing clinic. In a later submittal dated November 3, 2020, Director Houlihan communicated that Fusion plans to work with Norton Education Service, a nursing agency, and submitted an unsigned agreement with Norton indicating potential services from October 22, 2020 – June 30, 2021. Fusion communicated that they ultimately plan to employ a nurse on-site. Also, on November 3, 2020, Director Houlihan submitted documents with a "draft" watermark entitled *School Nurse Responsibilities, Administration of Medications, Privacy of Student Health Information* and *COVID-19 protocols*. She also submitted a *Medications Administration Policies and Procedures* document with a "draft" watermark. None of these documents were part of the original May 2020 submission. They were produced after APS inquired about the nursing plan for Fusion Academy. Fusion has not submitted final versions of any of these documents.

The legal standard for Automated External Defibrillators (AED) is Mass. Gen. Laws c. 71, § 54C. According to Fusion’s application, Fusion Academy is required to have an AED on site with a trained operator. This is commensurate with the law and APS requirements.

Fusion submitted a “Fusion Campus Crisis Management Plan and Communication Policy 2019 - 2020.” This plan outlines emergency preparedness, and aspects of it are included in new management and teacher training modules. Fusion will require that all staff and students participate in regular emergency drills, including but not limited to fire, evacuation, and active shooter drills. These crisis procedures are commensurate with APS procedures.

3) Curriculum

Is the curriculum offered "equivalent" to that offered in the local school system generally and, specifically, in terms of the following instructional areas?

- ***Mathematics***
- ***Science and technology***
- ***History and Social Science***
- ***English***
- ***Foreign Languages***
- ***The Arts***
- ***Physical Education***

Fusion Academy - Andover plans to implement a blended learning model that has three components per course, per semester: 25 individual instructional sessions with a teacher, 25 asynchronous self-study digital learning modules, and cycling Friday sessions.

- In a single course during a one-week period, students attend instruction with their Fusion teacher for one, 55-minute session followed one, 55-minute asynchronous self-study digital learning session.
- On Fridays, students engage in 4 hours of monthly Focus Friday sessions that are an extension of the course content. Each content area cycles through the year until each content area has been taught twice.
- In one semester, a single course has 23 hours in total of in-person instruction with a teacher, followed by 23 hours in total of asynchronous self-study digital modules, and 4 hours of Focus Fridays.
- This time totals 50 hours per course, per semester, for a total of 100 hours per year. Of the 50 hours and factoring in DESE regulations on Student Learning Time, APS regards this as 23 hours per course, per semester of in-person instructional time.

It is highly improbable that students can learn an entire course of dense content and challenging skills in 25, 55-minute instructional sessions followed by 25, 55-minute asynchronous, self-study online modules, along with cycling Focus Fridays.

Overall, the Fusion Academy - Andover curriculum is unclear. Although Fusion communicates that their instructional units meet the Massachusetts Frameworks and Common Core, there was no evidence provided to comprehensively evaluate this statement. Lessons are written by the

Fusion Educational Department and outlined in “Buzz,” their learning management system, but were not provided to APS as part of this application.

There is also an overall lack of clarity in terms of student placement in courses, the sequence of courses, and unit alignment to the MA Frameworks.

Whereas Andover High School’s courses match the NCAA Clearinghouse; Fusion’s courses do not. “College-bound student-athletes preparing to enroll in a Division I or Division II school need to register with the NCAA Eligibility Center to ensure they have met amateurism standards and are academically prepared for college coursework,” (<https://www.ncaa.org/student-athletes/future>) and “To be successful in college, students need to be prepared for college coursework. In [Division I](#) and [Division II](#), the NCAA sets academic initial-eligibility standards that take into account GPA, standardized test scores, core courses taken in high school and the grades earned in those core courses. [Division III](#) schools hold student-athletes to the same overall standards for the institution in which they’re enrolling. All student-athletes also must meet the unique acceptance requirements of the college or university they plan to attend (which may exceed NCAA standards).” (<https://www.ncaa.org/about/what-we-do/academics>)

There are additional subject-specific concerns regarding programming and space. For example, it is unknown if Fusion serves English Language Learners, since the application contained no information regarding programming in this area. The facility has a fitness room; however, the application contained no information describing how students would learn and practice group skills and adhere to safety guidelines in this small physical space. Similarly, the Music and Art rooms are dedicated spaces, but the application contained no information describing how these spaces would offer comparable thoroughness of educational programming to APS.

Fusion middle school courses are offered at three levels —essential, high school preparatory and honors; and three levels for high school—essential, college preparatory and honors. These levels differ from APS. APS middle schools do not offer leveled programming other than AMP (Accelerated Mathematics Program) and AHS offers Honors, College Prep and Advanced Placement courses. The absence of AP courses for high school is another example of how the Fusion courses are not comparable to APS.

Fusion makes a number of statements with regard to earning high school credit. For example, Fusion’s Student/Parent Handbook states, “Credits are awarded upon the successful completion of coursework and not necessarily at the end of any particular semester or school year.” This statement is significant in that it does not rule out acceleration. This means Fusion students could finish their Fusion course(s) without being exposed to a comparable breadth and depth of the curriculum as an AHS student over the course of a year. This poses a significant concern around thoroughness and efficiency.

When students seek to transfer into Fusion, the student’s curriculum and curricular hours are reviewed and counted toward the student’s 25 in-person sessions in Fusion. For example, a transfer student entering Fusion may only require 20 sessions at Fusion to finish a course. Fusion also provides partial credit for a student who starts a course in another school, but then completes it with Fusion. Fusion states, “Fusion reserves the right to determine credit earned per course.” If Fusion can alter the credit earned, it raises the question of thoroughness and

efficiency of the curriculum and whether credits are uniformly earned in Fusion as compared to Andover High School. This is another thoroughness and efficiency issue.

Fusion outlines “services” in their application such as *tutoring and mentoring* and *college writing intensive*. Fusion states that “part-time students can take any of our courses as a stand-alone class for credit...and are accepted as transferable units by most schools.” There are 2 to 10 session modules that serve as curriculum for these support/enrichment services, and classes are customized and individualized to meet the needs of the student. These services do not have equivalency to any course at Andover High School and would not earn credit toward graduation at AHS.

Although Fusion requires 24 credits for graduation, which is similar to Andover High School (see Appendix A), the length of courses may vary in response to individual student’s pacing needs. Fusion teachers are given the autonomy to adjust plans to meet their students’ needs. Therefore, *how* a student completes the course in terms of time on learning, topics covered and thoroughness of learning is vastly different within Fusion and as compared to Andover High School, where all students must meet the same standards and earn credit based on uniform metrics. This is another equivalency issue.

Fusion states that receiving accreditation through regional commissions makes it easier for students to transfer credits into other institutions (i.e. schools, colleges, universities). It is critical to note, that if a student registers for AHS and presents a Fusion transcript with these inherent variables, Fusion courses that have been completed with only 23 hours of direct instruction (that include adjusted pacing and adjusted credit) would need to be carefully evaluated and may not earn AHS credit. If Fusion is approved by the School Committee as a private school, a Fusion transcript would likely need to be transferred into AHS for course credit. This presents a significant concern in terms of Fusion’s equivalency of curriculum and credits to Andover High School.

The Fuse lab is where students independently complete their 25, 55-minute asynchronous, self-study digital learning modules. Each Fuse lab accommodates approximately 10 students at a time and is staffed with a teacher who provides support as needed. At the time of the site visit, there was no teacher hired and no evidence of a lab. Fusion communicated that they intend to hire a teacher with digital specialization and possibly content specialization to oversee this lab.

Fusion utilizes six digital platforms to deliver their asynchronous lessons. Access to these digital platforms was not provided as part of the application. For these reasons, the district is unable to comprehensively evaluate how the asynchronous digital learning aligns to the standards and fulfills course content learning.

Content Area	Fuse Asynchronous Self-Study Digital Platform
English Language Arts (Middle School)	PowerUP
English Language Arts (High School)	Exact Path
Social Studies and History, Science (Middle School and High School)	IDEAL
Mathematics	ALEKS

World Language (Middle School and High School)	Rosetta
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4) Educational Materials

Are textbooks and individual instructional materials including computers and other technology adequate?

Fusion provided a Fusion Academy 2020 Course Catalog that outlines middle school courses, high school courses, and services. Instructional units are broadly outlined. The learning management system termed “Buzz,” serves as the main teacher resource for accessing course units and lessons, however it was not provided as part of this application which made it difficult to comprehensively assess course content.

A wide range of courses are listed in the course catalog. Fusion students have access to textbooks for middle and high school courses, and textbooks were visible on site at the site visit. However, art, music, science and physical education materials appeared limited on-site. Fusion had a laptop cart on-site and intends on creating computer labs for their Fuse asynchronous, self-study digital sessions.

5) School Staff

Is the instruction provided "thorough and efficient" based on:

- ***teacher qualifications?***
- ***adequate student/teacher ratio?***
- ***regular evaluation of staff?***
- ***the school principal reviews criminal offender record information (CORI) of current and prospective employees and volunteers, as required by law?***

Although not necessarily a requirement, Fusion teachers typically hold a Bachelor’s level degree. Fusion notes that many teachers also hold advanced degrees in their field of study and/or have completed substantial coursework in the subject area(s) they teach. There is nothing in the application that states Fusion requires a Bachelor’s degree for teachers in the subject area they teach. Fusion states that their teacher retention rate is 83.3% annually and average attrition rate is 16.7%, with some staff promoted to leadership positions. Although not required of private schools, Fusion did not provide any teacher licensure information for their faculty.

This is in contrast to Andover educators, 100% of whom are licensed are licensed by MA DESE and the near majority have a Master’s degree or greater. 97.1% are licensed in the area they teach and 93.4% are considered experienced teachers. Andover also has a 90.9% teacher retention rate. The teacher qualifications for Fusion are vastly different than those for Andover, and this differs from APS in terms of thoroughness and efficiency.

Fusion has a fluid staff that is hired in response to student enrollment and needs. If no teacher is available for the course, Fusion states that it has the ability to convert to virtual instruction and

still provide a 1:1 experience. Not only is it unclear how Fusion will hire the proper amount of qualified staff to deliver the range and volume of courses in their course catalogs for middle and high school, but there is a concern about virtual learning potentially being substituted for live in-person learning if a teacher cannot be hired. As a result, there is no faculty or staff directory as part of the application submission, and a question of thoroughness and efficiency is evident in terms of adequate and qualified student/teacher staffing for the in-person instruction.

Fusion reports that teachers are supervised and evaluated by Department Heads, as well as the Assistant Director and Head of School. Classroom observations are formative in nature and utilized to provide teacher feedback. There is also an annual review. The Fusion Teacher Scorecard defines required competencies expected of Fusion teachers, one of which is “relates well with adolescents and younger children. Experience with Learning Disabled and ADHD is a plus.” Other key position requirements include “understand learning differences and emotional difficulties” and “understand and support each student’s Formal Education Plan (FEP).” This evaluation system is unique to Fusion Academy and not at all akin to the rigor of the Massachusetts Teacher Evaluation System, which also presents a vast difference in terms of thoroughness and efficiency of regular evaluation of staff.

Fusion states that it will not seek recognition from the state as a non-public special education school. Each student is provided a customized educational plan based on each student’s needs, including students who enroll with special needs and/or disabilities. A Special Education Lead Teacher is available to support these needs. This teacher is required to possess a Bachelor’s Degree or higher. A certificate in Educational Therapy, Special Education, or similar advanced educational background in learning disabilities, attention-deficit/hyperactivity disorder (ADHD), and emotional disorders is preferred for this role. This lead teacher is responsible for teaching and maintaining a caseload of students with special needs. If Fusion is not designed or intended to support students with disabilities, it is confounding why it would seek a Special Education Lead teacher. If Fusion is intending to support students with special needs, then a much wider range of teachers and staff with appropriate licensure is needed to appropriately provide for students. This job description raises a question of thoroughness and efficiency in terms of how a single teacher can appropriately design education for students with disabilities in a school that could enroll up to 70 students.

With regard to personnel policy, Fusion provided a “Disclosure of Criminal Record History” form in the appendix of their application and intends to “comply with and conduct background checks in accordance with Massachusetts regulations.” This includes the fingerprint-based background check in addition to the Criminal Offender Registry Information (CORI) and Sex Offender Registry Information (SORI) Checks. This is comparable to APS requirements.

6) Administration

Does the school have a clearly defined organization that facilitates its objectives?

Fusion has an organizational chart and job descriptions, however there is limited on-site staff and no faculty or staff directory.

Fusion does not require their administrators to be MA DESE licensed.

Fusion provided a copy of their "Fusion Employee Manual" which outlines compensation and benefits; leaves of absence; policies, practices and rules of conduct; student and staff interaction; and Appendix J: Massachusetts specific labor laws and employee benefits.

Employment is contingent upon satisfactory results of the Criminal Offender Record Information (CORI) requirement, Sex Offender Registry Information (SORI) requirement, and complies with fingerprint-based background checks for employees.

Fusion staff will comply with the Mandated Reporting requirement and will be trained annually.

Onboarding requirements for Fusion teacher and management positions are outlined in a series of training modules.

This administrative model is in contrast to Andover Public Schools where 100% of administrators are MA DESE licensed and undergo a rigorous hiring and supervision/evaluation process.

7) Records

A. Does the school maintain an adequate system of student records (e.g., attendance, health, discipline, progress reports)?

B. Are student records kept in a secure and organized manner that is consistent with federal and state student record laws to the extent applicable?

C. Does the school maintain and timely provide transcripts in response to requests of students and former students in accordance with G.L. c. 71, § 3U,4A?

D. Is the school prepared efficiently to transfer transcripts of all students and former students to the Massachusetts Department of Elementary and Secondary Education and/or other schools should it cease operation, in accordance with G.L. c. 71, § 34G?

Fusion plans to keep attendance, health, discipline and progress report records through permanent files. Three platforms are utilized for recordkeeping: Buzz, a learning management system; Matrix, a system to create and house student schedules and manage attendance; and Genius, a student information system. They also utilize Parchment for e-transcript exchange. Andover was not given access to these platforms as part of the application, therefore these recordkeeping tools could not be comprehensively evaluated to determine if each and together they serve as an adequate system of student records.

Fusion states that it will adhere to all federal and state laws and regulations that govern student records, including FERPA (Family Education Rights and Privacy Act) and the MSRR (Massachusetts Student Record Regulations).

Fusion plans to maintain immunization records of all full-time students.

Fusion provided a "Request for Transfer of School Record Form" and a "SAMPLE - Official High School Transcript." These forms are adequate for their stated purposes.

8) Student Services

Does the school provide adequate pupil personnel services for all students (e.g., health care procedures, guidance and counseling programs, discipline policy)?

Fusion provided a copy of their "Student/Parent Handbook," which included an equal opportunity statement that includes a non-discrimination statement, as well as language that harassment and bullying are prohibited. Fusion also provided an Equal Opportunity Teacher statement.

Fusion outlines "Fusion Forums and Small Group Experiences" in their application such as "Amplify Your Voice" and "Executive Functioning and Study." The Executive Functioning and Study program is comprised of short lessons to promote the development of executive functioning in a small group study hall.

Fusion also employs a Post-Secondary Counselor (PSC). Fusion outlines "Post-Secondary Modules" on communication, self-discipline and management, and attention and multitasking to assist students with their post-secondary preparation. Similar to AHS, the Fusion Post-Secondary Counselor uses SCOIR, a customized, secure website that supports post-secondary college and career planning.

As a private school, Fusion does not adopt a student's IEP (Individualized Education Plan). Instead, Fusion develops a FEP (Formal Education Plan) for their students, which includes summaries of any assessment results, recommended accommodations or modifications, learning style preferences, updated assessment scores and initial Fusion goals. IROC (Individual Reassessment of Commitment) meetings are also held to monitor progress toward the FEP, as well as established accommodations and/or modifications. Fusion notes in their application that they work closely with parents, the student, and outside providers to ensure that they are meeting each student's unique social, emotional, and academic needs. If outside evaluations are shared with Fusion, they are maintained in the student's record. If a student has an IEP, it is used as a reference to support student learning.

Fusion Academy states it is not seeking to serve as an "out-of-district" placement institution or an approved special education program within Massachusetts. Fusion notes that they would not be an appropriate placement for students with needs that are outside of Fusion's scope of expertise. For students with moderate to low accommodations and/or modifications, Fusion schools employ a Special Education Lead who has expertise and experience working with students who have learning differences and ensures the student is receiving all needed services. Under 5) *School Staff*, I highlighted a question about why a non-special education private school would seek to hire a Special Education Lead Teacher.

Fusion notes that it is not a therapeutic school, however they state that they have many students who benefit from and even may struggle without, therapeutic support. They also have students who may require medical care, behavioral support, vision therapy, speech and language intervention, and educational consulting for placement issues, in order for students to thrive. Fusion states they intend to work closely with outside professionals to support students. At Fusion, there are no on-staff therapists, but they plan to hire an administrator who has a background in mental health to serve as a source of information. Fusion also aims to "wrap

around” the student and family in a collaborative way. If the Fusion team determines an outside professional is needed, then a referral to three community professionals is made, and the family is allowed to interview and choose their preferred professional from the three options or choose their own. Recognizing that students with disabilities require specially designed instruction and programming, and noting that Fusion is not designed for this type of instruction and does not have the appropriate staff, a concern surfaces about thoroughness and efficiency. Essentially, Fusion proposes to enroll students for which they are not equipped and as a result, they plan to turn to outside providers to supplement the educational program. In contrast, Andover Public Schools has a robust range of in-district student services and staff to meet the needs of APS students, and Fusion’s approach to serving students with learning differences is another issue of thoroughness and efficiency as compared to APS.

Fusion House Rules serve as the Student Code of Conduct and include being respectful to others regardless of difference, not putting themselves or others in harm, and prohibiting possession or use of alcohol or drugs on or near the Fusion campus. Fusion states that it prohibits bullying and hazing, yet it is also not a zero-tolerance school. Fusion implements a “creative approach to discipline,” rather than a standardized, policy-based approach. Methods such as mentoring, parent meetings and behavior contracting are used. Recurrent misbehavior without progress may lead to suspension of no more than three days, and possibly be followed by expulsion as a last resort. When violations happen, Fusion administration assesses each infraction individually and determines the appropriate course of action. This code of conduct and approach to discipline is vastly different from APS, primarily as stated in handbook and policy-based approach to safety and discipline; and this evidences substantial differences between Fusion and APS in terms of thoroughness and efficiency of student behavior policy and procedures.

Fusion Academy plans to employ a nurse in compliance with state regulations, and contend that they have developed policy and procedures to ensure proper medication administration. Final policies and procedures were not provided as part of the application submission. When asked to elaborate on their nursing plan, Fusion stated they plan to hire a school nurse through a nursing agency. Once on board, the nurse will help develop the school nursing policy and procedures. In time, Fusion states that they may transition from agency to an internal school hire as the program develops. Fusion also reports that they will maintain updated health and immunization records for students, an AED (Automated External Defibrillator) on site with at least one staff member trained, and uphold the Mandated Reporting requirement to the Department of Children and Families. At the site visit, there was no nurse, nursing office, or locked medication cabinet. For these reasons, along with the draft policies and procedures, the nursing plan is undeveloped and APS is unable to comprehensively assess the nursing requirement for their school.

9) Financial Support

A. Does the school provide evidence of financial solvency and resources to sustain the educational program?

B. Did the school present documentation of its legal status? These may include copies of the articles of incorporation and the certification of tax-exempt status.

Fusion’s application outlines its school and organizational level financial practices to maintain fiscal solvency. Fusion Academy – Andover is supported by the accounting office of Fusion Education Group in Grand Rapids, Michigan.

Fusion provided a copy of a “State of Delaware Certificate of Amendment or Certificate of Incorporation” for Fusion Learning, Inc. dated November 11, 2008. Fusion Academy is a for profit entity, therefore they do not hold tax-exempt status. According to its Annual P & L Summary provided, in year 5, Fusion plans on \$1,932,025 in gross profit from Fusion – Andover.

Fusion provided “Bylaws of Fusion Learning, Inc.” These bylaws outline officers, meetings of stockholders, directors, committees of directors, officers, indemnification, subsidiaries, certificates of stock, general provisions and amendments.

Fusion also provided “Corporate Resolution: Borrowing (Fusion)” dated November 15, 2015 and “Exhibit E” List of Officers.

Fusion provided an Independent Auditor’s Report (dated October 28, 2019) from Plante and Moran to FEG, Inc. and Subsidiaries d/b/a I-Education Group.

Fusion provided “Evidence of Commercial Property Insurance” from Acord (Lockton Companies, Kansas City, MO) - policy dated January 31, 2020.

Fusion provided a “Certificate of Liability Insurance” from Acord (Lockton Companies, Kansas City, MO) - policy dated January 31, 2020.

Fusion provided a “Travel and Business Expense Policy - Highlights.”

10) Student Learning Time

Does the school provide adequate student learning time (length of school year and school day) and hours of instruction in each subject?

The Fusion school calendar is unique to each student’s program. The school operates year-round and runs classes at varied times. Fusion states that due to their Mastery Learning Model and different lengths of courses, not all classes run similarly.

Full-time Fusion Academy students attend school Monday-Friday. Fusion pairs 25, 55-minute in-person sessions with 25, 55-minute asynchronous, self-study digital sessions, which occur Monday through Friday, for 23 hours of in-person instruction and 23 hours of asynchronous, self-study digital learning, totaling 46 hours of total learning per class, per semester. Of the 23 hours of in-person learning per course, per semester, there is approximately 9 hours/week of in-person learning with a teacher based on Fusion’s sample schedule in their submission.

Fridays are used to reinforce the learning from the in-person and digital sessions. Friday sessions rotate between *Flex Fridays* and *Focus Fridays*.

- Flex Fridays are intended to provide targeted support for student needs and occur approximately three Fridays each month. As needs are identified, teachers enroll

students in Flex Friday sessions. Flex Fridays allows additional, optional time with the content teacher that could be available in a student's schedule if the teacher or student schedules it. Students are on campus at that time, although they are not required to attend. The time can be used for support, research or other experiential learning.

- Focus Fridays occur once a month and span 4 hours to further explore the standards and content of students' courses. Focus Friday activities involve students from all grade levels engaging together in a multi-grade learning experience. Sessions are facilitated by a teacher who could be different from their other courses.

In summary, Fusion calculates their student learning time as the sum of the in-person, digital and Focus Friday time, which totals 50 hours of instruction for each course, each term or at least 100 hours for each year-long course. In a typical school year at Andover High School, a student has 120 hours per class. This does not include H-block. The glaring issue for Fusion - Andover is student learning time, and specifically in-person learning, which is not comprised similarly between Fusion and AHS. In Fusion's model, there is very little in-person instruction time for a student to learn and acquire such dense content (approximately 9 hours/week according to the sample Fusion schedule) in order to learn multiple core course curriculum. 23 additional hours per course, per semester of asynchronous, self-study modules will not make up for this lack of in-person time and could actually have an adverse effect on learning. This student learning time issue is also egregiously out of line with the MA DESE Commissioner's directive for in-person instruction and student learning time requirements. Thus, this results in entirely inadequate student learning time for Fusion students and is in no way comparable to APS learning time.

Fusion Academy does not impose fixed timelines in which a student must complete their course semester or year. Fusion states that their 1:1 model prevents teaching to the middle and moving a student onto a semester or grade before they are ready, as well as holding students back who are ready to advance. Fusion students receive a customized schedule that works for them and their families. Students can take individual classes for credit or attend as full-tuition students. Full tuition students take 7 classes on average. The number of classes varies by student, and course load is based on student need and ability. Some students take 6 classes in each of two semesters, while others take 4 courses in each of three terms. In the summer, students can take up to 3 classes for credit recovery, but this varies by individual student.

Acknowledging that some parents may desire that their student's courses be completed within a preferred timeframe (such as in time for graduation), Fusion confirmed that in general, they could schedule academics additional days each week in order to achieve this goal. Inherent in this explanation is one of acceleration and also compression of time, in order to finish a course expeditiously. Since only 23 hours of in-person instruction is required per course, per semester, the time for completion could be expedited if classes were held more frequently each week. Therefore, not only is Fusion's student learning time far curtailed in comparison to AHS, but the opportunity for quality learning is far diminished because the overall window of learning time may be compressed.

The Homework Café is a space within the school and part of a Fusion student's 5 day/week schedule. The café is an independent work space staffed by a teacher where student completes homework on-site. Homework Café is not part of the student learning time, nor is it graded or credit bearing.

11) Student Performance Assessment

Does the school periodically evaluate students' skills, competencies, and knowledge and document their progress?

Fusion students are assessed through the Measures of Academic Progress for language arts, reading and mathematics and the Mindprint assessment which measures executive function, complex reasoning, memory and processing, as well as checks for understanding and course exams.

Fusion students also have their own IROC (Individual Reassessment of Commitment), which is used as a primary tool for tracking students' long-term growth and achievement of individual goals.

Fusion employs a personalized and differentiated grading approach, which includes adjusting weighted scales to represent the most important elements of the class for the student, rather than pre-established or state standards. Fusion describes this as a formative approach to grading, which to APS implies a subjective, non-standardized approach to grading procedures.

Students complete a Senior Portfolio, however the content and assembly of such a portfolio is unclear.

Fusion's performance assessment is not akin to the APS model of student assessment. Although APS does use the Measures of Academic Progress, the district also employs a balanced assessment system of formative, common and summative assessments with uniform standards of grading, as well as universal screening and tiered assessment. This is another area where Fusion's methods are not comparable to APS.

Summary

Fusion Academy – Andover has submitted a private school application to the Superintendent of Schools and Andover School Committee. The Andover School Committee is required to factor in School Committee Policy LBC and *The Standards for Approval of Private Schools* as outlined in *The Advisory on Approval of Massachusetts Private Schools* pursuant to Mass. Gen. Laws c. 76, § 1 (Jeffrey M. Nellhaus, Acting Commissioner of Education dated October 7, 2007.) Together, these documents provide important guidance for School Committees on “thoroughness and efficiency.”

In particular, School Committee is required to review to its satisfaction that the proposed private school instruction “equals the public schools in the same town... and that private students are making the same progress as public school students.” *Mass. Gen. Laws c. 76, §1* (Office of Innovation and Improvement, MA State Regulations, Private Schools, 2016.)

In light of MA DESE Commissioner's directive on in-person instruction and student learning time, this is precisely where Fusion Academy's application falls short. Commissioner Riley has made clear that asynchronous learning does not count as student learning time outside of pandemic circumstances. As such, Riley has directed schools to shift away from asynchronous, self-study digital instruction and return to in-person direct instruction as soon as possible. While Andover

Public Schools is bound by these DESE regulations and private schools are not, the School Committee is required to determine if Fusion's programming rises to the same thoroughness and efficiency as Andover Public Schools, in terms of educational programming and student learning time.

With regard to student learning time, this year DESE defines instruction as "live, in-person." For required "live, in-person" hours, the middle school falls under the elementary student learning time and the high school falls under the secondary time as follows:

- Elementary (K-8) – 850 total hours/school year, 50 hours/per 2 weeks, 25 hours/per week for 2020-2021. In non-pandemic school years, elementary (K-8) student learning time is 900 hours/school year.
- Secondary (9-12) – 935 total hours/school year, 55 hours/per 2 weeks, 27.5 hours/per week for 2020-2021. In non-pandemic school years, secondary (9-12) student learning time is 990 hours/school year.

Given this mandate, Fusion's approximately 9 hours/week of in-person instruction (according to their sample schedule), 23 hours per course/per semester, and 46 hours of in-person instruction/school year for a grades 6-8 and 9-12 proposed school is far under the MA DESE standard and in turn, for Andover Public Schools. Additionally, the asynchronous self-study digital learning module time does not meet the student learning time requirement for in-person instruction. Since Fusion must rise to an equivalency in "thoroughness and efficiency" to the local public schools, the determination is clear that Fusion's application does not meet these requirements.

"School Committees will approve a private school when satisfied that its instruction equals the public schools in the same town in thoroughness and efficiency and that private students are making the same progress as public school students." M.G.L. c. 76, § 1

Even if Fusion was to apply all 23 in-person hours (per course, per semester) to the middle school week, their program would still not be equivalent or even close to comparable to Andover's in terms of thoroughness and efficiency for student learning time, and the same would be true for the high school.

For this reason, along with the concerns outlined under 3) *Curriculum* which are also related to student learning time, I recommend that the Andover School Committee deny the Fusion Academy – Andover application for approval as a private school under Policy LBC and standards for private school approval under Mass. Gen. Laws c. 76, § 1.

APPENDIX A

Mass Core Requirements	Andover Graduation Requirements	Fusion Andover Graduation Requirements
English (4 units)	English (4 credits)	English (4 credits)
Math (4 units)	Math (4 credits)	Math (4 credits)
Lab Science (3 units)	Lab Science (3 credits)	Lab Science (3 credits)
Social Studies/History (3 units)	Social Studies/History (3 credits)	Social Studies/History (3 credits)
Foreign Language (2 units of the same language)	World Languages (2 credits)	World Languages (2 credits)
Arts (1 unit)	Arts: Performing/Visual or Digital Learning Arts (1.5 credits)	Visual and Performing Arts (1 credit)
5 Additional Core Courses	Health (1 credit)	Health (0.5 credit)
	Physical Education (2 credits)	Physical Education (1.5 credits)
	Electives (3.5 credits)	Electives (3.5 credits)
		Life Skills (1 credit)
		Wellness (0.5 credit)
Total Units: 22	Total Credits: 24	Total Credits: 24