

**THE PUBLIC SCHOOLS OF BROOKLINE
OFFICE OF THE SCHOOL COMMITTEE
BROOKLINE, MASSACHUSETTS**

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TO: Brookline Select Board
Charles Carey, Town Administrator
FROM: Brookline School Committee
DATE: July 8, 2024
RE: Note of Transmission regarding the 150 Fisher Avenue (Newbury College)
Memorandum of Understanding

Dear Colleagues,

The School Committee voted tonight to approve the 150 Fisher Avenue/Newbury MOU that was previously approved by the Select Board on June 25, 2024. We are sharing some additional considerations/thoughts outside of the MOU, to facilitate the process, given there are some areas of the MOU for which we had requested clarification before the SB vote, but which do not appear to have been addressed before said vote. If you have questions on any of these points, please contact us so that we may collectively ensure shared understanding. In order of their appearance in the MOU:

1. Use of building for routine school-related events: The MOU states “the Building may be used after customary school hours for intermittent, informal uses such as back-to-school nights or parent-teacher conferences if a mutual written agreement for such use is made between the Town (by and through its Director of Public Buildings or their designee) and PSB (by and through the Pierce Principal or their designee).”

These are standard events in the life of every PSB school. The School Committee would have preferred that the MOU emphasize the requirement for communication with Town personnel about these events, rather than the need to seek approval. We hope that there will be no occasion for Town staff to deny these or other similar events, which are important parts of the school year for educators and parents/caregivers to connect about their student’s progress and experience.

2. Use of Fisher Hill Park: The MOU states that “PSB cannot use Fisher Hill Park after school hours.” This implies a possible blanket prohibition on use. However, in a subsequent email exchange between Alexandra Vecchio (Director of Parks and Open Space) and Mariah Nobrega

(member, School Committee), Ms. Vecchio clarified that the language of the MOU is not to impose a blanket prohibition on any afterschool use. Per Ms. Vecchio, “the language was simply to clarify that the school would need to go through the usual permitting process if they wanted to use the field after school hours.” We appreciate Ms. Vecchio’s clarification that PSB can use the Fisher Hill Park through the standard permitting process, and wanted to make sure all parties to the MOU were aware of it.

3. Termination of the MOU: The MOU states “In the event the Town determines that PSB, or any of its agents, are utilizing the Building for purposes other than those stated in Section 1, in contravention of any other section of this Agreement or in a manner detrimental to the health, welfare or safety of the surrounding neighborhood or the public at large, it may notify PSB in writing. PSB shall be given thirty (30) days from receipt of the writing to address the Town’s concern. In the event PSB fails to address the concerns in a manner satisfactory to the Town within the allotted period, the Town shall have the option of terminating this Agreement.”

The School Committee notes that this wording appears to allow for unilateral termination of the MOU. This is not aligned with an earlier portion of the MOU, which reasonably states “Parties may, by mutual agreement, terminate this Agreement at any point.”

Moreover, this language is quite broad and has serious implications for the running of the school, should it be activated. Just as one example, there is no timeline provided around how long PSB would have to leave the premises – 5 days? 30 days? The end of school year? PSB is an integral part of Brookline (both its government and its community), is further integral to the health, welfare and safety of town neighborhoods and populations, and this language implies a pattern of behaving otherwise. The School Committee would like to understand what was intended here, given that the activation of this provision would be catastrophic to all involved.

4. Snow removal: The MOU states that “PSB shall coordinate with the Department of Public Works for any snow removal needs.”

The School Committee assumes and would like to confirm that this is at the standard/typical level of coordination already occurring across the district and that no specific measures are needed to ensure that Newbury and its sidewalk/access points are cleared as any other school building would be.

5. Exhibits: At the time of its vote, the School Committee received updated Exhibits pertaining to the MOU; those are attached here so that you may update your records. Changes were made to reflect the corrected use of the parking lots (the previous Exhibit B did not include the space dedicated to basketball that the MOU wording describes) and the corrected use of internal building spaces (the previous Exhibit A did not identify all of the PSB room uses correctly).

With appreciation for our collaboration,
Andy Liu, Chair
On behalf of the School Committee