

RECORD OF A REGULAR MEETING OF THE BROOKLINE SCHOOL COMMITTEE ON **THURSDAY, MARCH 28, 2024** AT 6:00 PM, IN THE WALSH SCHOOL COMMITTEE ROOM, 5TH FLOOR, TOWN HALL. STATUTORY NOTICE OF THIS MEETING WAS FILED WITH THE TOWN CLERK.

School Committee Members Present: David Pearlman (Chair), Andy Liu (Vice Chair), Helen Charlupski, Steven Ehrenberg, Suzanne Federspiel, Valerie Frias (remote), Natalia Linos, Sarah Moghtader, and Mariah Nobrega.

Staff present: Dr. Linus Guillory, Superintendent; Dr. Jodi Fortuna, Deputy Superintendent for Teaching and Learning; Dr. Susan Givens, Deputy Superintendent for Administration & Finance; Liza O'Connell, Interim Deputy Superintendent for Student Services.

Mr. Pearlman called the meeting to order at 6:00 PM.

1. ADMINISTRATIVE BUSINESS
a. Consent Agenda

ACTION: 24-24

On a motion of Dr. Liu, and seconded by Ms. Charlupski, the School Committee VOTED UNANIMOUSLY, by roll call, with 9 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Frias, Ms. Federspiel, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to approve the following consent agenda items:

- i. Past Records: February 29, 2024 School Committee Meeting
- ii. Past Records: March 7, 2024 School Committee Meeting
- iii. Past Records: March 12, 2024 School Committee Meeting (Open Session)
- iv. Past Records: March 14, 2024 School Committee Meeting
- v. Student Trip: Brookline High School Latin Club, MA Junior Classical League State Convention, Barnstable, MA, April 26, 2024 – April 27, 2024 (Attachment A)
- vi. Acceptance of Grants (Attachment B)
- vii. Acceptance of Gifts (Attachment C)

The following consent agenda items were also approved, *subject to approval by the Brookline Building Commission* at their April 2, 2024 meeting:

- viii. Pierce School Project: Consigli Construction, Amendment No. 5, \$5,328.53 (Attachment D)
- ix. Brookline High School Tunnel Waterproofing Repairs Project: LeMessurier, Amendment No. 1, \$10,800.00 (Attachment E)
- x. Driscoll School Project: Jonathan Levi Architect, Amendment No. 27, \$90,200.00 (Attachment F)
- xi. Driscoll School Project, Jonathan Levi Architect, Amendment No. 28, \$11,374.00 (Attachment G)
- xii. Driscoll School Project, Gilbane Building Company, Change Order No. 36, \$114,864.00 (Attachment H)

2. STUDENT REPORT

Ms. Cleves presented her report to the Committee (Attachment I), focusing on bathroom accessibility and queer rights at the High School. Providing information from her recent story in *The Cypress*, Ms. Cleves recounted her attendance at a recent student rally. Students at the rally shared their experiences as queer members of the BHS community, including slurs directed at them, student IDs that deadname them, and the lack of enough gender-neutral bathrooms on campus. Ms. Cleves circulated a survey to her peers to collect data on bathroom accessibility, including feedback from those using men's bathrooms, women's bathrooms, and gender-neutral bathrooms. The results that she collected show that there is equity in theory, but not in practice. While all students face some challenges regardless of the type of bathroom they use, the closure of bathrooms (for graffiti, vaping, or other prohibited behaviors) disproportionately impacts trans/genderqueer students. Ms. Cleves reported that the LGBTQ Task Force has been working to address this problem, including plans to convert gendered bathrooms on each floor to gender-neutral bathrooms. Ms. Charlupski suggested that the students work with the Capital Improvements Subcommittee on next steps.

3. SUPERINTENDENT'S REPORT

Dr. Guillory shared his presentation (Attachment J). He highlighted the residencies recently conducted by Claire Galloway-Jones and Cristy Hernandez (Office of Educational Equity) at Brookline High School, Lawrence School, and BEEP (with Ruffin Ridley scheduled for next week, and all other schools scheduled in the weeks ahead). These in-depth school visits allow OEE leaders to understand each school culture, and delve into the school's strengths and needs - this will guide OEE in their work moving forward. Dr. Guillory announced that the Department of Elementary and Secondary Education (DESE) Office of Public School Monitoring (OPM) has scheduled a Tiered Focus Monitoring (TFM) Review in Brookline during the week of April 8-12. The TFM will focus on the areas of special education and civil rights. While onsite, TFM representatives will interview district staff and administrators, review documents, and conduct observations. The Superintendent highlighted Hayes School, including a showcase by 8th graders of their equal rights presentations, and the introduction of composting in the cafeteria during lunch periods. Dr. Guillory shared that students from the BHS METCO and African American/Latine Scholars Program (AALSP) participated in an exciting Sports Analytics Program at MIT. Two recent performing arts performances were part of the Superintendent's Report: *The Little Mermaid*, performed by Baker School grade 6-8 students, and *The Princess Bride*, performed by the BHS Drama Society. Dr. Guillory announced two parent workshops, sponsored by the Department of Guidance and Clinical Services with the Massachusetts Partnership for Youth; and he closed his report with an announcement of Brookline Adult and Community Education's SmartSummer Theatre Arts Program, which will run from July 8 through August 16 (three 2-week sessions) for children aged 5-13.

Ms. Nobrega commented on the launch of cafeteria composting at the Hayes School, and asked about the status of composting in the other K-8 schools. Dr. Guillory will confer with principals to gather this information and report back to the Committee.

4. PUBLIC COMMENT

The following members of the community offered public comment: McKenzie Shane and four of her students (Hanhee, Masha, Riya and Talia), Matt Durant, Sandra Sicard, Jenny Murphy, Rebecca Blouwolff, Katie Mitchell, Christin Wheeler, Shenandoah Paun, Isabella Delatorre, Colleen Boyle, Louisa Jenness, Lauren Finucane, Kristina Tobey, Justin Brown, Alison Kerr, Jill

Coleman, Ted Lewis, Amanda Kretschmar, Seth Finkelstein, Dawn Fevurly, Kaitlin Robinson, Liz Gorman and Bob Miller.

Speakers spoke in support of the district's Educational Technology Specialists, Literacy Coaches, and the Elementary World Language Program, and in support of full funding for the school district.

- Highlighted the valuable role played by the ETS educators, both in terms of direct instruction (teaching 21st Century technology skills) and in teacher support to integrate technology into classroom lessons.
- Noted that the ETS teachers are reliable partners, offering just-in-time professional development for their peers and timely summer workshops.
- Noted that the ETS teachers support Vice Principals in the annual administration of MCAS tests.
- The ETS educators provide technical support for student use of Chromebooks.
- The ETS educators in each school have fully embedded themselves in the life of the school, offering creative projects, maker space activities, and technology instruction & assistance. Reducing the ETS positions in the schools would be a great loss to students.
- Highlighted the value of literacy coaches, especially as the district prepares to launch a new literacy curriculum. The literacy coaches will play an important part in ensuring the new literacy curriculum is rolled out with fidelity.
- Suggested that it would be short-sighted to cut literacy coach positions now. Without literacy coaches, the professional development for the new literacy curriculum will fall to literacy specialists, reducing the time they can spend on direct intervention with students.
- Literacy coaches co-teach with their colleagues, and analyze important literacy data.
- Stressed the value of learning a second language in the early elementary grades, both for future language acquisition success, as well as for the opportunities for cultural appreciation that it provides.
- 4th grade students from Driscoll School shared a petition (Attachment K) signed by 542 members of their school community (including parents/caregivers and students) to urge that no reductions be made to the K-5 WL program.
- Exposure to a second language is especially important for those students who can't afford tutoring or otherwise have the means for extra enrichment; those students rely on the public schools to provide it.
- The district just finished a formal review of the World Language Program: take the time to implement the suggested changes to strengthen the program – don't abandon the program now.
- The district has not worked in good faith to properly support K-5 WL teachers. The resulting unsustainable schedules have resulted in teacher dissatisfaction and high turnover. This in turn affects student achievement, which then gets blamed on the teachers.
- Starting WL instruction in kindergarten allows students to be ready for high-level WL courses in high school, with greater fluency and proficiency.
- Urged the Town to use one-time, reserve funds to fully fund the school department budget, including the K-5 WL program for one more year. Once the program is cut, it will be almost impossible to build it back.
- The K-5 WL program is a real asset in the school district, and should be lifted and celebrated. Don't ignore this wonderful asset. As the world is becoming more insular, the value of becoming proficient in a second language is immeasurable. We should strive to protect the program.

- Noted that the proposed staff cuts are demoralizing to the workforce. Town leaders have underestimated local receipts (more money is likely to be available), and are short-changing the school district and our students. Reserve funds should be used to fill budget shortfalls. The town's budget should not be balanced on the back of educators.
- Brookline prides itself on its public school system; it is unacceptable to entertain program reductions or staff layoffs. Students just have one opportunity for their public education, and deserve to have it fully funded.
- The budget deficit is a manufactured crisis. The town has the funds to fully fund the school district through the use of one-time reserve funds.
- The professionals in the school district deserve to be treated with respect. Funding for unnecessary curriculum and non-student facing position should be reduced, not funding for teaching positions. Financial responsibility is important, but the focus should be on retaining and supporting the talented professionals who make the school district shine.

5. PRESENTATIONS AND DISCUSSIONS OF CURRENT ISSUES

a. Discussion and Possible Vote on FY 2025 Revolving Fund Fees

b. Discussion and Possible Vote on FY 2025 Building User Fees

Dr. Givens directed the Committee to the documents titled "*Revolving Fund Fees – FY 2025*" (Attachment L) and *FY25 Building User Fees* (Attachment M). The only revolving fund fee changes in FY 2025 are for the Staff Materials Fee Program (increasing by 3%) and the BEEP tuition (increasing to \$15,500, in recognition of the longer school day). The building user fees underwent a major review in FY24, so no changes are recommended for FY25. The Finance Subcommittee reviewed all proposed fees and recommends approval.

ACTION 24-25

On a motion of Ms. Nobrega, and seconded by Ms. Moghtader, the School Committee VOTED UNANIMOUSLY, by roll call, with 9 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to approve the FY 2025 Revolving Fund Fees as described on Attachment L and the FY 2025 Building User Fees as described on Attachment M.

c. Discussion and Possible Votes on FY 2025 Budget Request

Dr. Givens started with a review of the work that has been done, to date, to create the district FY 2025 Budget Request (Attachment N). The Superintendent's Initial Budget request was \$138,642,989, and the Town's allocation is \$136,638,226. This resulted in a gap of \$2,004,763. It was noted that this gap is lower than presented on March 14, due to the additional \$224,000 in GIC health insurance savings (the Town had budgeted for a 10% increase, the increase came in at 9.5%, and those savings were proportionally allocated to the school department's allocation). Dr. Givens confirmed that the funds available to the school district as a result of the operating override do not meet the district's budget obligations. This is primarily due to energy and transportation costs that have risen higher than originally projected. The increased energy costs are not a reflection of energy inefficiency, rather a structural change to the rates charged for energy consumption. The FY 2025 budget gap, then, is not a result of mismanagement or poor prior decisions.

At the request of the Committee, additional items were added to the Superintendent's budget request, including: \$19,157 for ELA Curriculum; 2.0 additional FTEs for teachers at Brookline High School to address class size (\$160,396); and costs related to the Pierce School split campus during the construction period (\$138,680). These additional items total \$318,233. This increased the gap to \$2,322,996.

Dr. Givens outlined a series of budget adjustments (totaling \$414,052) to reduce the gap, including: a \$134,000 reduction in the school cleaning contract; \$13,000 (OTL) and \$13,997 (OEE) in education/training costs shifted to the Title IIA Grant; shifting the cost for the Equity Leads (\$44,000) to the Title IIA Grant; a savings of \$100,000 in transportation, due to the bids coming in lower than expected; and the reimbursement of the BEU President's salary (\$109,055). These adjustments reduce the budget gap to \$1,908,944. Ms. O'Connell reported that the plan to expand the Winthrop House Model to the middle school grades, at a cost of \$225,230, is expected to be phased in with the use of IDEA (grant) funding. The savings in out-of-district tuition and transportation should make the expanded program cost-neutral.

Dr. Givens noted that staff were asked to create a prioritized list of reductions to close the budget gap for the Committee's review and consideration. That list includes: district-wide reductions in supplies and subscriptions (\$220,000); removing the funding for the Pierce School split campus (\$138,680); a 1.5 FTE reduction in administrative staff in the Office of Teaching and Learning (\$132,332); elimination of the K-5 World Language Program (\$1,079,213); elimination of the four district literacy coaches (\$432,655); elimination of four (of the eight) Education Technology Specialist positions (\$419,589), and a reduction of positions at BHS (to be determined, totaling \$133,476). These possible reductions total \$2,555,945.

Ms. Nobrega shared a spreadsheet (Attachment O) to guide the Committee through the deliberations required to close the budget gap. The order of items on her spreadsheet differs slightly from Dr. Givens (same bottom line). The starting gap is \$2,117,999. She proposed that three reductions be considered together, in a consent agenda, including the transportation savings (\$100,000), the BEU President salary reimbursement (\$109,055), and the reduction in supplies and subscriptions (\$220,000).

ACTION: 24-26:

On a motion of Ms. Nobrega, and seconded by Dr. Ehrenberg, the School Committee VOTED UNANIMOUSLY, by roll call, with 9 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to approve, by consent agenda, adjustments (reductions) in the FY2025 Budget Request including \$100,000 (transportation), \$109,055 (BEU President salary reimbursement), and \$220,000 (reduction in supplies and subscriptions).

Following this action, the budget gap stood at \$1,688,944.

ACTION 24-27:

On a motion of Ms. Federspiel, and seconded by Dr. Linos, the School Committee VOTED UNANIMOUSLY, by roll call, with 9 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to remove the request for additional funds (\$138,680) for the Pierce School split campus from the FY 2025 Budget Request.

Following this action, the budget gap stood at \$1,550,264.

Members noted that the remaining reductions are very difficult and painful to consider as they impact valued staff members and important programs. Members asked if it is realistic to assume that the Commonwealth will provide increased funding to cover the remaining gap. It was reported that the Governor has announced state revenues have fallen short of projections, and legislative leaders are warning of tight FY25 and FY26 budget cycles.

ACTION 24-28:

On a motion of Ms. Nobrega, and seconded by Dr. Liu, the School Committee VOTED, by roll call, with 3 in favor (Dr. Liu, Ms. Nobrega, and Dr. Ehrenberg), 6 opposed (Ms. Pearlman, Ms. Charlupski, Ms. Federspiel, Ms. Frias, Dr. Linos, and Ms. Moghtader), and 0 abstentions, to remove the proposed 4.0 FTE Education Technology Specialist (ETS) reduction from consideration to close the budget gap. *The motion did not carry.*

Following this action, the budget gap remained at \$1,550,264.

The Committee reviewed the cost estimates to retain various options in the K-5 World Language Program, as outlined on Attachment O. Staff looked closely at the savings that would result by eliminating the entire K-5 WL program (actual savings of \$1,079,213). To determine this figure, staff looked carefully at all existing staff, their seniority level, bumping rights, and salary level. This process was time-consuming but did result in an actual figure. The figures for the WL configurations (starting in grade 3, starting in grade 4, etc.) are only estimates, and are likely to be undercounting the FTEs necessary to staff the program with manageable workloads. The Committee discussed world language options offered in other school districts (such as the immersion program in Milton), and considered whether the PSB should explore other models of world language instruction. The Committee considered the scheduling challenges, pedagogical benefits, and required FTEs necessary to start world language instruction in grade 3.

Members discussed the requirement to deliver a budget to Town Meeting, and considered whether the budget has to be balanced. What would be the ramifications of delivering an unbalanced budget to Town Meeting? Presumably, Town Meeting would then act to balance it, ceding School Committee control over this important function and potentially resulting in cuts not compatible with PSB's goals and strategic plan. Dr. Fortuna noted that the 1.5 FTE cut in the Office of Teaching and Learning represents .5 for the K-8 World Language Coordinator, .5 for the K-8 World Language secretary, and .5 for the Library/Ed Tech department secretary. Mr. Pearlman conducted a straw poll to gauge the willingness of members to eliminate world language instruction in grades K-2; most members indicated they were not ready to make the decision yet based on the available information.

Members asked questions about the role of literacy coaches in view of the rollout of the new literacy curriculum next year. Dr. Fortuna noted that the new literacy curriculum has not yet been chosen, but most of the curriculum publishers include professional development in the first year as part of the overall package. The district expects that two of the current literacy coaches will be retiring, meaning that some reductions will be met through attrition. Dr. Fortuna also noted that the training that the literacy coaches received in the past was in the Literacy Collaborative model, which we are moving away from.

ACTION 24-29:

On a motion of Ms. Nobrega, and seconded by Ms. Charlupski, the School Committee VOTED, by roll call, with 8 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 1 opposed (Ms. Frias) and 0 abstentions, to eliminate the district's four (4) literacy coach positions, at a savings of \$432,655.

Following this action, the budget gap stood at \$1,117,609.

ACTION 24-30:

On a motion of Ms. Nobrega, and seconded by Dr. Ehrenberg, the School Committee VOTED, by roll call, with 8 in favor (Mr. Pearlman, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 1 opposed (Dr. Liu) and 0 abstentions, to reduce the BHS budget by \$133,476, and require that the reduction be met by reducing only non-student facing, administrative positions.

Following this action, the budget gap stood at \$984,133.

ACTION 24-31:

On a motion of Dr. Ehrenberg, and seconded by Ms. Nobrega, the School Committee VOTED, by roll call, with 5 in favor (Ms. Charlupski, Dr. Ehrenberg, Dr. Liu, Ms. Moghtader, and Ms. Nobrega), 1 opposed (Mr. Pearlman), and 3 abstentions (Ms. Federspiel, Ms. Frias, and Dr. Linos) to remove the proposed 4.0 FTE Education Technology Specialist (ETS) reduction from consideration to close the budget gap.

This action did not impact the budget gap, which remained at \$984,133.

Members asked about savings that might be achieved through classroom consolidations, while also noting that the rising 4th grade at Heath is at or quite near the class size guidelines and a new homeroom section may need to be added there. Members estimated that up to four consolidations might be possible across the district, at a savings of \$320,000. Buffer zones could be utilized to manage enrollment around these consolidations. Members continued to review the estimated savings for the elementary world language configurations, commenting that the elimination of the entire K-5 world language program would represent a significant change to a valued part of the PSB curriculum. This is not a decision approached lightly. Members asked staff about the possibility of alternative options for world language exposure and instruction, perhaps through summer programming or online offerings. Dr. Fortuna reported that to increase 6th grade WL instruction from 3 days per week to 5 days per week would require an additional 2.0 FTE.

ACTION 24-32:

On a motion of Ms. Charlupski, and seconded by Dr. Liu, the School Committee VOTED, by roll call, with 4 in favor (Ms. Charlupski, Ms. Federspiel, Ms. Frias, and Dr. Liu), 5 opposed (Mr. Pearlman, Dr. Ehrenberg, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), and 0 abstentions, to eliminate the K-5 World Language Program and maintain 6th Grade World Language instruction at 3 times per week for a savings of \$1,079,213. ***The motion did not carry.***

After this action, the budget gap remained at \$984,133.

Mr. Pearlman asked members for suggestions to close the budget gap. Members discussed their reluctance to eliminate the elementary world language program, and the strong community sentiment in support of the program. However, it was noted that to properly staff and support a high-quality elementary world language program, in any configuration, requires additional funding that is not available.

ACTION 24-33:

On a motion of Dr. Ehrenberg, and seconded by Dr. Liu, the School Committee VOTED, by roll call, with 5 in favor (Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, and Dr. Liu), 4 opposed (Dr. Linos, Ms. Moghtader, Ms. Nobrega, and Mr. Pearlman), and 0 abstentions, to reconsider ACTION 24-32, to eliminate the K-5 World Language Program, and to maintain 6th Grade World Language instruction at 3 times per week for a savings of \$1,079,213.

ACTION 24-34:

On a motion of Ms. Nobrega, and seconded by Dr. Liu, the School Committee VOTED UNANIMOUSLY, by roll call, with 9 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to rescind ACTION 24-27, and move the \$138,680 in funding for the Pierce School split campus (during the school construction period) back onto the FY 2025 Budget Request.

ACTION 24-35:

On a motion of Ms. Nobrega, and seconded by Mr. Pearlman, the School Committee VOTED, by roll call, with 7 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, and Dr. Linos), 0 opposed, and 2 abstentions (Ms. Moghtader and Ms. Nobrega) to cut 1.5 positions in the Office of Teaching and Learning for a savings of \$132,332.

ACTION 24-36:

On a motion of Ms. Nobrega, and seconded by Ms. Frias, the School Committee VOTED UNANIMOUSLY, by roll call, with 9 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to adjust the budget reduction at Brookline High School (as previously voted in ACTION 24-30) by applying the available balance of \$88,732, resulting in a new budget reduction at BHS in the amount of \$44,744.

ACTION 24-37:

On a motion of Mr. Pearlman, and seconded by Ms. Federspiel, the School Committee VOTED, by roll call, with 7 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, and Ms. Moghtader), 0 opposed, and 2 abstentions (Dr. Linos and Ms. Nobrega) to approve the FY 2025 Public Schools of Brookline Operating Budget of \$136,638,226.

d. Presentation and Possible Vote on FY25-F27 Student Opportunity Act (SOA) Plan

Dr. Fortuna shared the district's Student Opportunity Act (SOA) Plan (Attachment P) noting that it must be submitted to DESE no later than April 1. School Committee approval is required before submission.

ACTION 24-38:

On a motion of Ms. Charlupski, and seconded by Ms. Federspiel, the School Committee VOTED UNANIMOUSLY, by roll call, with 9 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to approve the FY25-FY27 Student Opportunity Act Plan as attached.

6. SCHOOL COMMITTEE ACTIONS

a. Proposed Statutory Revision to the Student Code of Conduct, 1st Reading

Ms. O'Connell described the various laws and statutes that govern student discipline. She noted that M.G.L. c. 71, s. 37H $\frac{3}{4}$ was amended (effective 11/08/2022) and requires the addition of due process language in the Student Code of Conduct (Public Schools of Brookline Policy Manual, J 8). The addition of this new language will bring the PSB Code of Conduct (Attachment Q) into compliance with applicable laws (see *Section 37H $\frac{3}{4}$ Offense Procedures for All Suspensions Except In-School Suspensions of 10 Days or Fewer*). A second reading/possible vote is scheduled for the April 11, 2024 School Committee meeting.

b. Possible Vote to Appoint Deputy Superintendent for Student Services

Mr. Pearlman announced the Committee's intention to appoint Elizabeth (Liza) O'Connell as the Deputy Superintendent for Student Services. Ms. O'Connell has been serving as the Interim Deputy Superintendent since August, 2022.

ACTION 24-39:

On a motion of Mr. Pearlman, and seconded by Ms. Frias, the School Committee VOTED UNANIMOUSLY, by roll call, with 9 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Dr. Linos, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to appoint Elizabeth O'Connell as Deputy Superintendent for Student Services, for a term of three years, conditioned upon the successful negotiation of a mutually agreeable contract of employment approved by both parties.

7. SUBCOMMITTEE AND LIAISON REPORTS

Ms. Charlupski announced that the Park and Recreation Commission, Conservation Commission, Select Board and Building Commission have important meetings scheduled for Tuesday evening, April 2, regarding the Pierce School Building Project and the related geothermal wells planned for underneath Pierce Park. The public is welcome to join the meetings in-person at Town Hall or remotely via Zoom. Meeting details can be found on the town calendar.

8. NEW BUSINESS

There was no new business to report.

9. ADJOURNMENT

Mr. Pearlman adjourned the meeting at 10:50pm.

Respectfully Submitted,
Betsy Fitzpatrick
Executive Assistant
Brookline School Committee



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SUPERINTENDENT OF SCHOOLS

JODI L. FORTUNA, ED.D
DEPUTY SUPERINTENDENT OF TEACHING AND LEARNING

BHS Massachusetts Junior Classical League State Convention

In-State, Overnight Application

Barnstable High School

April 26th – April 27th, 2024

For review and consideration by the
Brookline School Committee

Approval Route:	Approved	Denied	*Returned
Copies to:			
TEACHING & LEARNING	<i>JLF</i>	_____	_____
SUPERINTENDENT	<i>JLF</i>	_____	_____
SCHOOL COMMITTEE	_____	_____	_____
MEETING DATE	_____	_____	_____
*REASON RETURNED:	_____	_____	_____

PUBLIC SCHOOLS OF BROOKLINE

APPLICATION FOR ALL IN-STATE, OVERNIGHT FIELD TRIPS

TRIP LOGISTICS:

1. Name of Field Trip: Massachusetts Junior Classical League State Convention
2. Educator Requesting Field Trip Approval: Sarah Cowett (Leonard)
3. School: BHS Grade Level: 9-12
4. Have you reviewed the *School Committee Policy I 3 a. for School Sponsored Field Trips*? YES
5. Have you reviewed the document "*Administrative Procedures for School Sponsored Field Trips*"? YES
6. Have you reviewed the document "*Field Trip Planning Guide*"? YES

These documents can be found in the Staff Portal of the district website (www.brookline.k12.ma.us) in the Office of Teaching and Learning link.

7. What is your destination? Barnstable High School
8. What is the date and time you are leaving school? Friday, April 26, 2:45 PM
9. What is the date and time you are returning to school? Saturday, April 27, 10:00 PM
10. Do the dates of the trip conflict with any religious holidays or observances? NO
11. How many days will students miss from school? 10 minutes
12. How are students being transported (school bus, chartered bus, plane, rail, etc)? School van

If students are traveling via bus, please complete the Requirements for Field Trip Transportation via Bus form.

13. How many students will be participating in the field trip? 5-10
14. What members of the student body are eligible for the trip? Current and former Latin students and members of Latin Club
15. How are students selected to participate in this field trip? All who are interested and demonstrate commitment to engaging in the competitions may participate.
16. Where will students be staying? Holiday Inn Cape Cod (1127 Iyannough Rd. Hyannis, MA 02601)
17. What are the names and cell phone numbers of the primary staff chaperones on the trip?
Sarah Cowett [REDACTED]
18. Other than those listed in #17 above, what are the names and roles (teacher, parent, etc) of other adult chaperones who will be on the trip? If more than 6 students want to come, I will look for a second BHS chaperone.

PUBLIC SCHOOLS OF BROOKLINE

EDUCATIONAL RELEVANCE

19. What is the purpose of the trip and how does it relate to Brookline's Learning Expectations (K-8) or BHS Course Syllabi? The purpose of the trip is to interact with other Latin students from around Massachusetts and foster our students' love of the ancient world. They will have the opportunity to compete with and against these students to show off what they know, as well as learn from those students and their teachers about additional aspects of ancient life and language that go beyond our time in the classroom.

20. Describe activities planned before the trip to prepare students: Before the trip, students will work with me to study for contests, practice performances, and create works of art.

21. Describe activities planned after the trip for students to wrap-up/reflect: After the trip, we will gather as a group to reflect on the experience and make plans for the rest of the year and next year in order to learn and do even more in Latin Club in the future.

ACCESSIBILITY AND STUDENT SAFETY

22. To what extent does the field trip group reflect the diversity of the school population? What efforts will be undertaken to ensure that, to the greatest extent possible, the participants in this field trip reflect the diversity of the school population? The trip is advertised and open to all Latin students and Latin Club members. We will do fundraising to support students in need of financial assistance.

23. What measures are planned to ensure student safety on the trip, including chaperone coverage, student behavior contracts, etc. Students will be with Ms. Cowett or other MassJCL teachers at all times. There is a school nurse on site, and students will be held to the MassJCL behavior contract (see attached).

24. What is the name and location of the medical facility closest to your destination? Aside from the nurse on campus at Barnstable High School, Cape Cod Healthcare Urgent Care – Hyannis is located at 1220 Hyannough Rd, Hyannis, MA 02601

25. Will students be swimming? (please note: if swimming is planned, parents must give explicit written permission for their child to swim; students who do not have this express written permission will not be allowed to swim) NO

PUBLIC SCHOOLS OF BROOKLINE

FUNDING

26. What is the total cost of the trip? Please detail the major components of the trip below and provide a total. (add/edit headings as necessary)

Lodging	Altogether \$180
Travel	
Meals	
Admissions/Tickets	\$10
TOTAL:	\$190

27. How will the field trip be funded? Students/families will pay per person.

28. What accommodations are made for students who cannot afford the expenses of this trip? Are partial and/or full scholarships available? Partial scholarships are available.

29. If fundraisers are planned to help lower the cost of the trip for all students, please describe those plans here: Latin Club is planning bake sale fundraisers.

*If you need any assistance as you complete this application,
please contact the Office of Teaching and Learning at 617-730-2432.*

Signatures:

Educator Requesting Field Trip Approval: Snah Leonard Snah Conell Date: 3/12/24

Principal: [Signature] Date: 3/12/24

2024 MassJCL State Convention Registration: Student Agreement

Name _____ Grade _____ Age _____ Gender* (circle one) F M
*selection for rooming purposes only

School _____

Medical Waiver

This signifies that my daughter/son _____ has my permission to travel on a school-sponsored trip and participate in the Massachusetts Junior Classical League's State Convention, Friday through Saturday, April 26-27, 2024. In the event of an emergency and in case the parents cannot be reached, I hereby give my permission to have my child receive emergency medical attention at a hospital emergency ward. Treatment for injury may include, if necessary, x-rays, routine tests, injections, and/or anesthesia and/or surgery.

Signature of parent/guardian Printed name Date _____

Rules and Regulations

MassJCL delegates will adhere to all rules set forth by their schools and by the following guidelines.

1. Your own nametag must be worn at all times.
2. All delegates must take at least two academic tests.
3. All delegates must attend all General Assemblies, all Fellowships, *That's Entertainment*, and the Toga Parade. These activities are required for all delegates and chaperones. Ancient dress must be worn during the Toga Parade.
4. The use of skateboards, rollerblades, skates, or bicycles on campus is prohibited.
5. JCL delegates may not drive vehicles during convention.
6. Smoking is prohibited at all times.
7. Use or possession of alcoholic beverages, illegal drugs, or fireworks is strictly prohibited. No burning of candles or incense is allowed in rooms. Possession of such materials constitutes a major infraction of the rules and delegates who break the rules will be sent home.
8. Fire evacuation: when the fire alarm sounds everyone must evacuate the building and proceed to the nearest stairwell. Exit the building via stairs. Do not use elevators. Wear shoes and bring a towel. Close door to room.
9. Tampering with fire alarms, fire fighting equipment, elevators, or other safety and security equipment is strictly prohibited. This is a crime and punishable by law.
10. Excessive noise or horseplay will be avoided at all times. Any radios, speakers, or stereos played excessively loud will be subject to confiscation for the duration of the convention.
11. JCL delegates who fail to adhere to all convention rules will be notified after the Fall MassJCL Executive Board Meeting as to whether or not they will be allowed to attend the following year's convention.
12. Switching rooms without the consent of a MassJCL State Chair is **strictly prohibited**. All delegates will be responsible for any and all damage done to their assigned rooms.
13. Any destruction or damage of the school or hotel property is **strictly prohibited**. Disciplinary action will include financial remuneration for such damage or theft. All areas of the school and hotel must be left in the same condition as found on arrival.
14. Members of the opposite sex are not permitted in each other's rooms. Failure to comply is considered a major infraction.
15. All JCL delegates must be in their assigned rooms at curfew, and chaperones are expected to check on them at this time.

PLEASE NOTE: If any of these rules are broken, delegates will be penalized accordingly by their school, the MassJCL, and/or the Law.

The signatures below mean that the student and parent have read these rules and regulations.

Student's Signature _____

Parent's Signature _____



THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02445

LINUS J. GUILLORY JR., PhD
SUPERINTENDENT OF SCHOOLS

SUSAN K. GIVENS, Ed.D.
DEPUTY SUPERINTENDENT FOR ADMINISTRATION AND FINANCE

Request for Grant Acceptance

March 20, 2024

Motion: School Committee Accepts the grant award as determined by the awarding authority for the grants listed below:

Source	Grant/Point Person/Purpose	Award	Account#/Name
State	<p>SEL and Mental Health Grant</p> <p>Point Person: Matthew DuBois/Tham Tran</p> <p>This grant is providing additional funds related to the pre-existing FY 24 Supporting SEL, Behavioral & Mental Health, and Wellness grant. These funds will be used to help support SEL programming across the district. Specifically, this grant will be used to fund a contract with Care Solace (which provides students with rapid access to mental health services) and to provide middle school advisories with resources and materials to support SEL skill development.</p>	\$14,375.00	3224SK5/FY24 SEL and Mental Health Grant
State	<p>FY2025: Civics Teaching and Learning Grant</p> <p>Point Person: Greg Porter/Donovan King</p> <p>This grant would provide a combination of supports that will help to establish, support, and/or implement core Social Studies curriculum in grades K-5, including physical and digital instructional materials as well as vendor/partner and district provided professional development and support. The use of said materials will support equitable access to high quality, culturally responsive instruction across all eight schools in grades K-5.</p> <p>This grant, and the work it will support, is directly connected to Goal 1 for Teaching and Learning within the Strategic Plan: "Increase achievement for students by establishing, implementing, and regularly assessing an equitable, cohesive, culturally relevant, consistent standards-based curriculum in ELA, Math, Science, <u>Social Studies</u> and World Language delivered using evidence-based, culturally responsive instruction."</p>	\$70,000.00	TBD

FY2025: Civics Teaching and Learning

Fund Code: 0589

Purpose:

The purpose of this competitive grant program is to support civics teaching and learning, as required by Chapter 296 of the Acts of 2018 and emphasized in the 2018 History and Social Science Framework. In addition, this grant aims to strengthen voter education and voter registration in the school setting, given the upcoming 2024 elections and persistent gaps in voting rates between youth and older adults.

This grant supports curriculum, professional development, and/or collaborative planning designed to further students' civic knowledge, skills and dispositions. This year, DESE is particularly interested in supporting work to provide meaningful civic learning experiences to students in grades K–5, but will consider proposals focused on strengthening civics teaching and learning at any grade level.

In addition, the grant supports implementation of grade 8 and high school civics projects, the hosting of local civics project showcases, participation in Massachusetts Regional Civics Project Showcases, and instruction and activities associated with the 2024 elections, including voter registration activities.

Priorities:

For details about the civics projects and other civics instructional information, please visit Civics.

DESE seeks to fund civics teaching and learning initiatives that exemplify:

- **Equity.** Grant-funded projects should increase all students' access to high-quality civic learning experiences and work to address historical inequities where they exist. In addition, projects should provide students with culturally and linguistically sustaining learning experiences that value and affirm their identities and linguistic resources, center student and community agency, and develop students' critical perspectives.
- **Civic deeper learning.** Grant-funded projects should help students master civic knowledge, skills and dispositions, appropriate to grade-level standards, through creative agency and opportunities to actively "do

civics." Civic action should be student-led and meaningful to students as individuals, with relevance to their identities and lived experiences. Civic learning should be an integrated part of the larger curriculum, not isolated experiences, lessons, or units.

- **Sustainability.** Grant-funded projects should take steps towards long-term enhancements to civics teaching and learning. Investments such as professional development for educators or acquisition of needed instructional materials can provide benefits long past the period of this grant, as opposed to "one-off" activities.

Competitive Priorities:

- Competitive priority in the scoring process will be given to LEAs with at least one school identified as requiring assistance according to the state accountability system.
- Additional competitive priority will be given to LEAs with a student population in which greater than 40% are designated as low-income.
- Additional competitive priority will be given to LEAs with projects that include grant activities in grades K–5.
- Additional competitive priority will be given to LEAs with a clear data plan regarding the student-led civics project that is likely to lead to successful and complete data collection.

Additional competitive priority will be given to LEAs with projects that include an interdisciplinary focus.

Eligibility:

All Massachusetts Local Education Agencies (districts, charter schools, and Collaboratives) are eligible to apply.

Curriculum Data Collection: In order to be eligible for this grant, districts must have completed their LEAs Curriculum Data Collection. The data should be viewable and up to date here: [Curriculum Data](#). Directions about the expectations and how to provide the data can be found here: [Curriculum Data Collection](#).

Note for districts implementing the Democratic Knowledge Project's Civic Engagement in Our Democracy curriculum: districts may apply for both this grant and funding through the [One8 Foundation](#). However, in an effort to support as many districts as possible, districts that are awarded the One8 grant will not receive curriculum or professional learning funds related to the Democratic Knowledge Project curriculum through this grant.

Funding Type:

Trust

Funding:

Approximately \$1,000,000 is available through this grant. Total amount of awards will be determined based on quality of proposals received.

Maximum award is determined by the total student enrollment of the applying LEA (or group of LEAs applying as a partnership).

Size Tier 1: LEAs or LEA groups enrolling up to 1,000 students (total)
May apply for up to \$20,000

Size Tier 2: LEAs or LEA groups enrolling 1,001-6,000 students (total)
May apply for up to \$40,000

Size Tier 3: LEAs or LEA groups enrolling 6,001 or more students (total)
May apply for up to \$70,000

Funding is contingent upon availability. All dollar amounts listed are estimated/approximate and are subject to change. Funds will be awarded based upon the number of high-quality proposals received.

Fund Use:

This grant may fund projects within one or more of the following categories.

1. Purchase of **curricular materials** intended to further students' civic knowledge, skills, and dispositions *at any grade level*. All curricular materials should be thoughtfully integrated if supplementing pre-existing curriculum. *Note that curricular materials must be among those listed in the K-12 History/Social Science Curricular Materials Review Guide. Clarification statement:* Funds may also be used to support curriculum materials and implementation for after-school programming intended to further students' civic knowledge, skills and dispositions. Materials for after-school programming do not need to be listed in the Review Guide.
2. **Professional development** and/or **collaborative planning** for teachers and/or administrators focused on curriculum implementation and/or instruction of civic knowledge, skills, and dispositions *in any grade level*.
3. Support for student-led **civics projects**, as required by Chapter 296 of the Acts of 2018 and described in the Civics Project Guidebook, in grade 8

and/or high school. This may include experiential learning activities undertaken in connection with the projects, such as field trips to the State House or local city government offices or opportunities to participate in community events.

4. **Hosting of local civics project showcases** and/or participation in a Massachusetts Regional Civics Project Showcase.
5. Support for instruction and experiential learning activities regarding **voting and elections** undertaken in conjunction with the 2024 election cycle, as well as **voter education and voter registration** activities for high school students.

Note that projects may support instruction across subjects (including in classes outside of history/social studies) and/or interdisciplinary collaboration in support of the student-led civics project.

Fund use may include, but is not limited to:

- Stipends for teachers and administrators to participate in professional development or planning, including but not limited to DESE's Civics Pathways.
- Purchasing curriculum/instructional materials listed in the K-12 History Social Science Curricular Materials Review Guide. Note: If curriculum is being purchased, districts should also have a plan to provide associated professional development to support implementation.
- Contracting with external partners, including institutions of higher education, professional development providers, and/or organizations that specialize in voter registration.
- Student transportation costs associated with hosting or participating in a local civics project showcase, student participation in a Massachusetts Regional Civics Project Showcase, and/or experiential learning activities connected to the student-led civics projects.
- Supplies associated with implementing the student-led civics projects
- Supplies, venue rental, and/or other costs associated with hosting a local civics project showcase.
- Costs associated with hosting a voter registration drive or other event or activity focused on the 2024 elections.
- Stipends for teachers who will manage voter education and registration events for the school, including coordination of events with the city or town clerk

- Costs associated with running a student civic leadership group focused on student voter registration and education

Funding restrictions:

- No funds may be dedicated toward salaries
- No funds may be used to purchase technology (e.g., Smart Boards, iPads)
- No greater than 5% of funds may be dedicated toward administrative costs associated with the grant
- If funds are being used to support curriculum implementation, curricular materials must be among those listed as highlighted materials in the K-12 History/Social Science Curricular Materials Review Guide.

Project Duration:

Upon Approval (no earlier than July 1, 2024) – June 30, 2025*

*The trust funded awardees (FC: 0589) will have the option to extend their fund use in FY2026 (July 1, 2025 — June 30, 2026). Once selected, grant recipients will be contacted with further information on the multi-year option.

0589 Civics Grant, FY25

*** Primary Grant Contact Name:** Greg Porter

*** Primary Grant Contact Email:** greg_porter@psbma.org

*** Business Office Contact Name:** Donovan King

*** Business Office Contact Email:** donovan_king@psbma.org

*** Project Description - Describe the intended grant activities, outcomes, participating schools and educators, and the approximate number of educators and students who would be directly impacted.**

The grant activities proposed here will be directly related to purchasing instructional materials, providing professional development, and supporting collaborative planning through teacher stipends within grades K through 5 in the Public Schools of Brookline (PSB).

Within K-2, PSB went through an intensive internal curriculum review process for grades K-5, then utilized the DESE K-12 History and Social Science Curricular Materials Guide to examine, review, and pilot multiple programs identified as high quality. In grades K-2, our process helped us identify InquirED's Inquiry Journey's as our curriculum choice. We signed a 5 year contract with InquirED ahead of FY24, and are looking to fund our FY25 subscription via this grant. As part of this purchase, teachers receive digital access to their standards aligned curriculum, as well as vendor-provided synchronous and asynchronous professional development. To support implementation year 2 across the district, it is our hope that this grant will support one grade level lead teacher for Kindergarten, Grade 1, and Grade 2, called an Inquiry Advocate, that will run grade level professional learning communities as well as deliver additional options for program training.

For grades 3 and 4, we have undergone the same internal and external curriculum review process, and are completing a full year pilot of two programs identified on the HSS Curriculum Materials Guide, InquirED and Investigating History, with the hope of implementation in FY25. Without knowing which program we will be implementing at the time of this grant, we are looking to establish grade level lead teachers in grades 3 and 4 via this grant, in the same way we have for K, 1, and 2, with a similar charge of leading grade level professional learning communities and additional options for program training for whichever curriculum we select.

For grade 5, we are entering year two of our implementation of the Investigating History curriculum. In support of this implementation we have two key components. One is the grade level lead teacher for grade 5, whose role is much the same as the lead teachers identified previously for K-4. Additionally, we would create a Civic Learning Partnership with Primary Source, which would include 12 educator seats in Primary Source programming including, but not limited to, Investigating History Learning Institutes, as well as Civics Connections professional development trainings for Investigating History units 1, 2, 3, and 4.

Lastly, in support of all six grade levels, this grant would support curriculum onboarding workshops during the summer of 2024, led by the grade level lead teachers, in service of new teachers, teachers that are switching grade levels, as well as teachers who have attended onboarding sessions in the past, in service of successful implementation in the fall of 2024.

*** Connection to Grant Priority: Equity - How will this project increase all students' access to high quality civic learning experiences? How will it provide students with culturally and linguistically sustaining learning experiences?**

During our review process, and in concert with the DESE K-12 History and Social Science Curricular Materials Guide, it was clear that Inquiry Journeys, implemented in grades K, 1, and 2 at all eight schools across the district, would create more equitable access to high quality instruction through the use of high quality instructional materials. Through our feedback, input, and observation process during year 1 of implementation, teachers have demonstrated an early proficiency in the inquiry process embedded in the program, and the work with students shows the program provides equitable access to the curriculum, while creating windows and mirrors into the experiences of their classmates and the broader school community. Should adoption of InquirED expand into grades 3 and 4 via our review and pilot process, these same components will support equity in these grade levels as well.

As additional context, included here are some of the strengths identified in the InquirED curriculum from the HSS Materials Guide in the area of Cultural Responsiveness:

“Students are asked to consider multiple perspectives and evaluate the validity of conflicting narratives. Lessons elevate a diversity of voices and experiences. Students use a critical lens to analyze the past through the inquiry process. There are many opportunities for students to connect their identity and experiences to their learning. Across all grade levels, there are opportunities for students to explore, affirm, and share their culture.”

Through our involvement in the pilot process and now implementation year 1 of Investigating History in grade 5, we have learned that this high quality instructional program provides similar benefits to those outlined in the description of InquirED. As noted on the Investigating History website:

“The curriculum is designed to allow for different access points, addressing all students' diverse and varied needs and supporting them in becoming better readers, writers, thinkers, and citizens. All students are engaged while learning challenging and relevant content and developing the skills of investigators and co-creators. Every lesson includes language objectives differentiated for students at different levels of English proficiency, as well as suggested scaffolds and supports for students with disabilities.

Investigating History is designed so that all students see themselves in the curriculum while also learning to appreciate the lives and stories of others from different backgrounds and cultures. By including multiple authentic sources and artifacts, students engage with a wide variety of narratives,

gaining a deeper understanding of the diversity, fluidity, and complexity found within and across groups. Through engaging questions and meaningful, civically oriented tasks, the materials help students critically and thoughtfully understand the perspectives of those from different times and places."

The points outlined in this summation have been observed in classroom visits as well as reported by experienced and novice IH teachers alike. Should the adoption of Investigating History expand into grades 3 and 4 via our review and pilot process, these same equity-focused components would be evident in these grade levels as well.

*** Connection to Grant Priority: Civic Deeper Learning - How will the project support deep learning of civics as described in the RFP?**

The structure of the InquirED Inquiry Journeys curriculum directly aligns with Deeper Civic Learning priority of this grant, evidenced by the overall structure and execution of the curriculum itself. Each unit, called an inquiry, begins with a compelling question, something to bring the students into the learning. This is followed by a question generation lesson that brings students together to frame out the next phase of inquiry, that being sustained investigation of content. Each inquiry concludes with an Inquiry Product, a student informed, generated, and defined action. In each school year, students get three opportunities to explore taking real action within their community connected to the learning done in the Social Studies classroom. This inquiry format is a part of all grade levels of Inquiry Journeys, including grades 3 and 4, should those grade levels be adopted.

For grade 5 and Investigating History, an inquiry process is also at the heart of the course. As noted on the IH website, "Investigating History will contribute to students' capacities to make informed civic choices and assume their roles in strengthening equality, justice, and liberty in the world." Furthermore, the IH curriculum was informed by the College, Career, and Civic Life (C3) framework, which centers, "...inquiry-based instruction and the role of history and social science education at all grade levels in preparing students for civic participation in a diverse democratic society." (Investigating History website). Within each unit of study, there are inquiries that drive students toward an analysis of both the historical content they are learning and the present-day connections and implications of these events. This civics-centered curriculum works to directly support the grant priority of deeper civic learning.

*** Connection to Grant Priority: Sustainability - How will improvements to civics teaching and learning made under this grant be sustained beyond the grant-funded period? For past recipients: How do your plans build on prior work and accomplishments?**

There are two key mechanisms in this grant proposal that support the sustainability of civics teaching and learning supported by this grant. First, the financial support of the existing K-2 curriculum, Inquiry Journeys, for FY25 will allow for current Social Studies department allotted funds to purchase additional years of our contract with InquirED. This is critical during this budget season (and annual budget seasons) when cuts to the Social Studies budget are almost always on the table. Because this program is digital, if our funding is cut, our access to the digital curriculum is gone. By utilizing grant funding in FY25, we should be able to purchase contract year FY26 and potentially FY27 all at once. Furthermore, the continued financial support of the Inquiry Advocates, teacher leaders for each grade level, will allow PSB to support the teachers more effectively and consistently in year two of implementation, in conjunction with the professional development provided via InquirED.

In terms of grades 3-5, the funding proposed will serve multiple purposes that speak to sustainability. First, grade 5 will enter year 2 of implementation of the Investigating History curriculum in FY25. This grant will support the ongoing training and programmatic support that we established in FY24 by supporting the diverse needs of both experienced teachers and teachers new to the Investigating History curriculum via the teacher-leader as well as partnership with Primary Source. For grades 3 and 4, this grant funding will help to establish flexible, foundational trainings and supports that are applicable to either program we adopt, InquirED or Investigating History, and creates the previously identified and valued grade level lead teacher within the district. Lastly, adoption of either program creates continuity across multiple grade levels, which is another contributing factor to the sustainability of the program.

*** SIMS Data Collection - In what courses/grade levels is the civics project implemented? What is your plan for collecting data regarding the civics project?**

The Civic Action Project is implemented in grades 8 and 11 in the Public Schools of Brookline. Each school is required to report to our district-based data team, who in turn reports out to the state on all students' access and completion of a Civic Action Project. Additionally, while no funding from this grant is being requested for the Civic Action Project, grant funding from previous years is allotted for the creation of school-based Civics Showcases this school year, and a districtwide Civics Showcase next year.

Proposed Budget

Grant Component	Proposed Funding
InquirED curriculum for K, 1, 2	\$30,000
Grade Level lead teachers for K, 1, 2, 3, 4, 5	\$7,200 (\$1,200/lead teacher)
Primary Source partnership	\$25,000
Summer Workshops	\$7,800

Total	\$70,000
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THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02445

LINUS J. GUILLORY JR., PhD
SUPERINTENDENT OF SCHOOLS

SUSAN K. GIVENS, Ed.D.
DEPUTY SUPERINTENDENT FOR ADMINISTRATION & FINANCE

Request for Gift Acceptance

March 20, 2024

The School Department requires specific authorization for acceptance of gifts.

Motion: School Committee Accepts the donations listed below for school department use:

Donor	Amount	Recipient/Purpose	Account Number/Name
Fidelity Charitable – Anonymous Donor	\$500.00	Public Schools of Brookline/No designation by donor	3300SEH8/PSB Districtwide Gift Account
Brookline Community Foundation, Inc. – David Zadoc Whipple Fund	\$24,000.00	Brookline High School/The Whipple Writing Fellowship	3220SEH4/Whipple Writing Fellowship Gift Account
Society for Science	\$2,000.00	Brookline High School/Science Department for STEM activities	3300SEF9/Brookline High School Gift Account
Jedidiah B. Miller	\$500.00	Brookline High School/Boys Volleyball	3300SEG1/Brookline High School Athletic Gift Account
Peter B. Miller	\$100.00	Brookline High School/Boys Volleyball	3300SEG1/Brookline High School Athletic Gift Account
Luis F. Alvarez	\$20.00	Brookline High School/Boys Volleyball	3300SEG1/Brookline High School Athletic Gift Account
Essence Denton	\$35.00	Brookline High School/Boys Volleyball	3300SEG1/Brookline High School Athletic Gift Account
Richard Radford	\$100.00	Brookline High School/Boys Volleyball	3300SEG1/Brookline High School Athletic Gift Account

The Whipple Writing Fellowship

Summary

The Whipple Writing Fellowship offers Brookline High Students who love the written word an opportunity to develop and expand their skills as non-fiction writers. The fellowship sponsors a summer residency as well as multiple events throughout the year that encourage Brookline High School students to build their skills as writers and showcase their talents.

The cornerstone of the program is the summer writing fellowship focused on non-fiction writing. As Fellows, participants join a supportive cohort of fellow aspiring writers, receive stipends to encourage their work, and learn from writers across a spectrum of professional writing styles how to craft a piece of writing that will ultimately be presented in a public forum and submitted for publication.

Common to the experience of all Whipple Fellows is an intensive focus on developing their ideas via writing, regardless of the topic. The goal of the fellowship is to develop the student's capacity to write with a purpose. Whether the Fellows are researching something of particular interest such as humor writing, sports writing, telling the story of an unsung hero, or bringing to light an untold chapter of local history, all Fellows engage in a similar process to develop skills under the tutelage of master teachers.

After applying and being accepted to the program in the month of April, the twelve Fellows begin working in the Spring to craft a writing proposal for the Summer Residency, a six week intensive period at the heart of the Fellowship. Once proposals have been finalized, Fellows participate in the Summer Residency beginning in July to work intensely on their selected writing piece. The combination of the spring meetings and the summer residency support the Fellows in developing their initial ideas; expand and formalize their proposals through intensive research; draft and revise preliminary writing; outline the process for the length of the Fellowship, set goals and objectives tied to waypoints through the process, and ultimately culminate in the creation of an outstanding piece of original writing.

In the Fall following their residency, the Whipple Fellows gather for an evening of public presentations that is open to the community and includes the Fellows, their families, teachers, and the Whipple/Gladstone family in order to celebrate the Fellows' tremendous accomplishment.

In addition to the summer fellowship, there are several other opportunities for students to participate in Whipple sponsored writing workshops and events. In the winter, the

BHS Moth Story Hour is hosted to showcase student stories around a different theme each year. Students submit story ideas and receive coaching on how to turn their ideas into compelling stories to tell during our story hour. In addition, the Fellowship sponsors visits from nonfiction writers to BHS classes throughout the school year. The Fellowship also partners with other groups that endeavor to encourage nonfiction writing such as the nascent High School Journal of Law and Society which was founded by a BHS graduate and celebrates young, nonfiction writers across the country.

TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02146

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 11-Mar-24

TO:	Consigli Construction 72 Summer Rd Milford MA 01757
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Purchase Order Number

22209234

Vendor Number

28728

PAYMENT AMOUNT

\$5,328.53

BUDGET \$57,400.00
BALANCE \$126,859.07

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C209		6B0142

FOR: John R. Pierce School

Amendment	Date	
5	3/7/2024	Additional Hazmat and Structural Exploratory Work

AMOUNT

\$5,328.53

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chair
Janet Fierman, Chairman

George Cole

Karen Breslawski
Karen Breslawski

Nathan E. Peck
Nathan E. Peck

Brooke Duskin
Brooke Duskin

SELECT BOARD

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Susan T. Quinn
Deputy Superintendent For Administration and Finance

John C. ...

**CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES
AMENDMENT No. 5**

WHEREAS, the Town of Brookline ("Owner") represented by Owner's Project Manager, LeftField, LLC, entered into a contract ("Contract") with Consigli Construction Company, Inc. (the "CM at Risk") (collectively the "Parties") for construction manager services in association with the design and construction of the John R. Pierce School Project (the "Project") on May 17, 2022; and

WHEREAS CM Contract Amendment No. 1 was approved on August 9, 2022; and

WHEREAS CM Contract Amendment No. 2 was approved on June 13, 2023; and

WHEREAS CM Contract Amendment No. 3 was approved on October 10, 2023; and

WHEREAS CM Contract Amendment No. 4 was approved on February 13, 2024; and

WHEREAS effective as of March 12, 2024, the Parties wish to amend the Contract;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Amendment No. 5 with a total value of \$5,328.53. This Amendment is exploratory work performed during February vacations for due diligence. The Contract Price in accordance with Articles 6 and 7 of the Owner-Construction Manager Agreement shall be amended as follows:

<u>Fee for Basic Services</u>	<u>Original Contract</u>	<u>Previous Amendments</u>	<u>Amount of This Amendment</u>	<u>After This Amendment</u>
SD Preconstruction Services	<u>\$ 57,400.00</u>	<u>\$ 4,288.00</u>	<u>\$ 0.00</u>	<u>\$ 61,688.00</u>
Preconstruction Services		<u>\$ 336,662.72</u>	<u>\$ 5,328.53</u>	<u>\$ 341,991.25</u>
Total Fee	<u>\$ 57,400.00</u>	<u>\$ 340,950.72</u>	<u>\$ 5,328.53</u>	<u>\$ 403,679.25</u>

2. The Project Schedule shall be as follows:

Original Schedule for Substantial Completion:

July 21, 2027

Amended Schedule for Substantial Completion:

October 29, 2027

3. The Construction Budget shall be as follows:

Original Budget:

\$168,022,660

Amended Budget:

\$ No Change

John R. Pierce School Project

This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this amendment to be executed by their respective authorized officers.

OWNER:
TOWN OF BROOKLINE

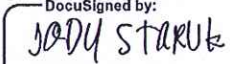
By executing this Agreement, the undersigned authorized signatory of Owner, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the Town of Brookline.

By: See Attached Signature Page for Town Date: March 12, 2024

Name: _____

Title: _____

CM at RISK:
CONSIGLI CONSTRUCTION COMPANY, INC.

DocuSigned by:

By: F68732ABFB0543C... Date: 3/7/2024
Name: JODY STARUK
Title: Project Executive

APPROVED AS TO FORM:

By: _____ Date: March 12, 2024
Name: _____
Title: _____



Change Order

Project:

2776 Brookline - John R. Pierce Sch
50 School Street
Brookline, MA 02445

Change Order: PC04
Date: 3/5/2024
To Contractor:

Consigli Construction Co., Inc.

The Contract is changed as follows:

This change order is for all work as specified and described in Consigli Change Requests as submitted and listed below. This change order includes all labor, material and equipment necessary to complete this work in accordance with the original contract conditions and schedule.

'PC004 February Break 2024 Exploratory

\$5,328.53

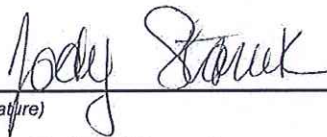
The original Contract Amount was	\$357,400.00
Net change by previously authorized Change Orders	\$40,950.72
The Contract Amount prior to this Change Order was	\$398,350.72
The Contract will be increased by this Change Order in the amount of	\$5,328.53
The new Contract Amount including this Change Order will be	\$403,679.25
The Contract Time will be increased by 0 days.	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Consigli Construction Co., Inc.

CONTRACTOR

OWNER


(Signature)

Jody Staruk

By

3/5/24

Date

(Signature)

By

Date

Page 1 of 1

Consigli Construction Co., Inc.

Construction Managers and General Contractors

72 Sumner Street, Milford MA 01757 • phone: 508-473-2580 • fax: 508-473-3588 • web: www.consigli.com
Hartford CT • Portland ME • Milford MA



Change Request

To: Jennifer Carlson
Leftfield PM
60 JFK Street
Cambridge, MA 02138

Number: 'PC004
Date: 3/5/24
Job: 2776 Brookline - John R. Pierce Sch
Phone:

Description: February Break 2024 Exploratory

We offer the following specifications and pricing to make the changes as described below:

This change reflects exploratory work in the existing buildings over February Break 2024 to open areas for the structural engineer and explore options to reuse the existing wood treads in the historic building per the request of the Owner.

Description	Labor	Material	Equipment	Subcontract	Other	Price
February 20 & 21, 2024 - 1 Carpenter Foreman & 1 Laborer 8 hours each day	\$4,704.00					\$4,704.00
Materials		\$624.53				\$624.53
					Subtotal:	\$5,328.53
					Total:	\$5,328.53

☐ SCHEDULE IMPACT

☒ We have proceeded with this change to achieve schedule.

☐ As directed, we will not proceed with this change until formal direction from OWNER is received.

Consigli Construction Co., Inc.

CONTRACTOR

72 Sumner Street

Milford, MA 01757

(Signature)

Jody Staruk

By

3/5/24

Date

OWNER

(Signature)

By

Date

Page 1 of 1

Consigli Construction Co., Inc.

Construction Managers and General Contractors

72 Sumner Street, Milford, MA 01757 • phone: 508-473-2580 • fax: 508-473-3588 • web: www.consigli.com
Albany NY • Boston MA • Caribbean • Hartford CT • Milford MA • New York NY • Pleasant Valley NY • Portland ME • Ronkonkoma NY • Washington DC • Westchester NY



Commercial Account

Job 2776
Code 22-075

INVOICE

Invoice #: **6092801**

Please pay from this invoice.

Account **xxxx xxxx xxxx 1271**

Transaction Date **02/20/24**

Total Invoice Due
by 04/30/24 **\$470.05**

Balance Due if paid online
by 03/11/24 **\$461.20**

RIGGS CONTRACTING
72 SUMNER STREET

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00436	TOCE CRAIG	TOCE CRAIG	BROOKLINE	
Store / Register #: 2667, SOMERVILLE, MA / 9				

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
10'X25' 3.5MIL CLR PLSTC SHEET 2PK	00004323500001000010	1.0000	EA	\$24.98	\$24.98
SCOTCHBLUE 1.88" 2090	00003150260000500010	1.0000	EA	\$7.98	\$7.98
12'X400' .31MIL PAINTERS PLASTIC	00001574320001000011	1.0000	EA	\$31.98	\$31.98
SCOTCHBLUE 1.88" 2090	00003150260000500010	1.0000	EA	\$7.98	\$7.98
10' ZIPWALL SPRING-LOADED 4 POLE KIT	00004529190001000010	1.0000	EA	\$179.00	\$179.00
3M STUCCO TAPE 60YD 1PK	10043567690000500004	1.0000	EA	\$11.48	\$11.48

continued →

Questions About Your Account
ACCT MGR NICOLE PATRICK EXT 4676677
EMAIL NICOLE.L.PATRICK@CITI.COM

PHONE 1-800-494-1946
(TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 4

8 HP 20

This Account Is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records. ↓



P.O. Box 790420
St. Louis, MO 63179

Your Account Number Is xxxx xxxx xxxx 1271

Amount Due **\$470.05**

Due Date **April 30, 2024**

Invoice Number **6092801**

Invoice Enclosed

Amount Enclosed: \$ 000000

Please see reverse side to change your address.
Make Checks Payable to ▼

RIGGS CONTRACTING
72 SUMNER STREET
MILFORD, MA 01757-1663

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx1271
PO BOX 70293
PHILADELPHIA, PA 19176-0293



Commercial Account



Remit payment and make checks payable to:
HOME DEPOT CREDIT SERVICES
DEPT. XX - XXXXXX1271
PO BOX 70293
PHILADELPHIA, PA 19176-0293

INVOICE

Invoice #:

6092801 cont.Account **xxxx xxxx xxxx 1271**Transaction Date **02/20/24**

Total Invoice Due
by 04/30/24 **\$470.05**

Balance Due if paid online
by 03/11/24 **\$461.20**

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
10' ZIPWALL SPRING-LOADED 4 POLE KIT	00004529190001000010	1.0000	EA	\$179.00	\$179.00

SUBTOTAL	\$442.40
TAX	\$27.65
SHIPPING	\$0.00
TOTAL	\$470.05

Early Pay Discount	\$8.85
Balance Due if paid online by 03/11/24	\$461.20

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.



RIGGS CONTRACTING
72 SUMNER STREET

INVOICE

Invoice #: 5233403

Please pay from this invoice.

Account xxxx xxxx xxxx 1271

Amount Due \$0.00

Transaction Date 02/21/24

Payment Due Date 04/30/24

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00436			BROOKLINE	
Store / Register #: 2602, WATERTOWN, MA / 23				

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
10' ZIPWALL SPRING-LOADED 4 POLE KIT	00004529190001000010	1.0000	EA	\$179.00	-\$179.00

SUBTOTAL	-\$179.00
TAX	-\$11.18
SHIPPING	\$0.00
TOTAL	-\$190.18

Please pay from this invoice.

Questions ACCT MGR NICOLE PATRICK EXT 4676677
About Your Account EMAIL NICOLE.L.PATRICK@CITI.COM

PHONE 1-800-494-1946
(TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 2

HP 21

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P.O. Box 790420
St. Louis, MO 63179

Your Account Number Is xxxx xxxx xxxx 1271

Amount Due \$0.00

Due Date April 30, 2024

Invoice Number 5233403

Invoice Enclosed



Please see reverse side to change your address.
Make Checks Payable to ▼

RIGGS CONTRACTING
72 SUMNER STREET
MILFORD, MA 01757-1663

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx1271
PO BOX 70293
PHILADELPHIA, PA 19176-0293



RIGGS CONTRACTING
72 SUMNER STREET

INVOICE

Invoice #: 5502656

Please pay from this invoice.

Account xxxx xxxx xxxx 1271

Transaction Date 02/21/24

Total Invoice Due
by 04/30/24 \$26.53

Balance Due if paid online
by 03/12/24 \$26.03

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00436	TOCE CRAIG	TOCE CRAIG	PIERCEBROOKLINE	
Store / Register #: 2602, WATERTOWN, MA / 50				

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
HUSKY 42G CONTRACTOR TRASHBAG 32PK	00006909690000400003	1.0000	CA	\$24.97	\$24.97

SUBTOTAL	\$24.97
TAX	\$1.56
SHIPPING	\$0.00
TOTAL	\$26.53

Early Pay Discount	\$0.50
Balance Due if paid online by 03/12/24	\$26.03

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
ACCT MGR NICOLE PATRICK EXT 4676677
EMAIL NICOLE.L.PATRICK@CITI.COM

PHONE 1-800-494-1946
(TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 2

8 HP 21

This Account Is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number Is xxxx xxxx xxxx 1271



P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due \$26.53

Due Date April 30, 2024

Invoice Number 5502656

Amount Enclosed: \$

Please see reverse side to change your address.
Make Checks Payable to ▼

RIGGS CONTRACTING
72 SUMNER STREET
MILFORD, MA 01757-1663

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx1271
PO BOX 70293
PHILADELPHIA, PA 19176-0293



DocuSign Envelope ID: 610CE291-F48E-45C8-A8DE-074706467A15

181 New Boston Street
Woburn, MA 01801
Phone: (781) 938-0909

Kamco Supply Corp of Boston
Department 5960
P.O. Box 4110
Woburn, MA 01888-4110
Phone: 781-938-3556

INVOICE

Page: 1
Invoice Number: SI603432
Our Order No.: SO-612765
Invoice Date: 2/20/2024

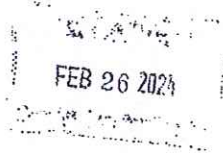
Bill
To: Consigli Construction Co
72 Sumner Street
ATTN: ACCOUNTS PAYABLE
Milford, MA 01757

Job Name:
Ship
To: Consigli Construction Co
Craig
72 Sumner Street
ATTN: ACCOUNTS PAYABLE
Milford, MA 01757

Ship Via CUSTOMER PICK-UP
Ship Date 2/20/2024
Due Date 3/21/2024
Terms 1% 10 Days Net 30
Contract No.

Branches Code WOBURN
Customer ID CONSIG
P.O. Number C-19167
SalesPerson Bill Moller
Location Code WOBURN

Item No.	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
AHD2424	Access Door General Use 24"x24"	Each	4	4	69.39	277.56
HT200CP	Screws Drywall 2" Coarse 500/CT	Carton	1	1	21.86	21.86



Amount Subject to Sales Tax 299.42
Amount Exempt from Sales Tax 0.00

Subtotal: 299.42
Total Sales Tax 18.71
Total: 318.13
Payment Received:
Remaining: 318.13

An Invoice Discount Of \$2.99 Can Be
Taken If Paid By 03/01/24

MINIMUM 15% HANDLING CHARGE ON STOCK ITEMS MERCHANDISE RETURNED
PIECES, BAG GOODS AND NON-STOCK ITEMS ARE NON-RETURNABLE.
A SERVICE CHARGE OF 1 1/2% WILL BE APPLIED TO ALL PAST DUE INVOICES
FULL KAMCO POLICIES CAN BE FOUND AT <https://www.kamcoboston.com/Content/Policies.asp>

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 12-Mar-24

TO: LeMessurier
1380 Soldiers Field Road
Brighton MA 02135

Purchase Order Number
24201314

Vendor Number
28708

PAYMENT AMOUNT
\$10,800.00

BUDGET \$119,430.00
BALANCE \$130,230.00

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		6C0002

FOR: BHS Waterproofing Repairs - 115 Greenough St

Amendment	Date	
1	11/29/2023	Provide M.E.P Relocation Design

AMOUNT
\$10,800.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

SELECT BOARD

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent For Administration and Finance

[Handwritten signatures and lines for School Committee approval]

November 29, 2023 (Amended March 11, 2024)

Lap Yan
Town of Brookline
333 Washington Street
Brookline, MA 02445

Reference: Selective Structural and Waterproofing Repairs, Brookline High School,
Brookline, MA
LeM File No. 22.0321

Dear Lap,

Thank you for the opportunity for LeMessurier to submit a Fixed Fee proposal for structural and enclosure consulting services for the proposed work at the above-mentioned building.

SCOPE OF CONSULTING SERVICES

This scope of work outlines design services for structural concrete repairs and waterproofing replacement as shown in the 2023-04-06 Brookline High School Tunnel Investigation report, included in the RFQ.

This proposal is amended to include MEP/FP schematic design services by GGD Consulting Engineers, Inc. for scope concerning the MEP/FP piping that will need to be adjusted for making the necessary repairs for the project.

Schematic Design Phase: Under this phase, our team will perform the following tasks:

- Meet all project team members to discuss project strategy and objectives over a virtual teleconference call. After this meeting, we will issue meeting minutes.
- Visit the site to evaluate existing conditions.
- Prepare an evaluation of the project, schedules, and budget for the town's consideration. We will present these for the town's consideration over a virtual teleconference call. After this meeting, we will issue meeting minutes.

LeMessurier.

- With the town's approval, create design documents consistent with schematic level detailing including annotated plans, elevations, typical details, and a basis-of-design waterproofing assembly. Three physical copies of the plans and budgets will be provided to the Town. We will additionally present this package over a virtual teleconference call. After this meeting, we will issue meeting minutes.

We will coordinate with the MEP/FP consultant to integrate the MEP/FP adjustments into the scope of work.

Design Development Phase: Under this phase, our team will perform the following tasks:

- Create a design development package including annotated plans, elevations, details, and product specifications. We will incorporate any comments provided by the Town on the Schematic Design phase drawing set.
- We include (2) virtual teleconference meetings during this phase. After each meeting, we will issue meeting minutes.
- We will coordinate with the estimating subconsultant to provide a budget estimate at this phase.

Construction Documents Phase: Under this phase, our team will perform the following tasks:

- Create a 100% bid set package including annotated plans, elevations, details, and product specifications. We will incorporate any comments provided by the Town on the Design Development phase drawing set. Our specification package will include the Town's standard "front end documents," provided by the Town.
- We will coordinate with the estimating subconsultant to provide a budget estimate at this phase.
- We will coordinate with the hazardous materials consultant to provide hazardous materials specifications.
- We include (2) virtual teleconference meetings during this phase. After each meeting, we will issue meeting minutes.

Bid Phase: Under this phase, our team will perform the following tasks:

- Attend a pre-bid walkthrough with bidding contractors and answer any questions stemming from the walkthrough.
- Review bids submitted by contractors and provide a recommendation to the Town.

Construction Administration Phase: Under this phase, our team will perform the following tasks:

- Attend a pre-construction conference that will be held on site inclusive of the design team, owner, and the contractor. After this meeting, we will issue meeting minutes.
- Review and provide comment on shop drawings and submittals.
- Review and respond to RFI's from the contractor.
- Review pay requisitions provided by the contractor.
- Visit the site weekly during construction to review the installation. We include (12) site visits assuming a 12-week construction schedule. After each site visit, we will issue a field report documenting completed work and possible deficiencies.
- Attend (12) construction administration meetings to discuss project progress. We intend to line these up with our site visits. Otherwise, these will be virtual teleconference meetings.
- Coordinate with the hazardous materials consultant to provide their construction administration services.
- Perform a final inspection once punch list is completed.

LeMessurier Exclusions:

- Lift access.
- Excavation services.
- Structural deterioration remediation outside of the areas specifically depicted in the LeMessurier report included with the RFQ.
- Temporary shoring to accommodate concrete remediation work.
- Concrete strength / chloride testing.
- Waterproofing composition testing.
- GGD Consulting Engineers DD, CD, Bidding, and CA.

SCOPE OF SUBCONTRACTOR CONSULTING SERVICES

Scope of works and fees are outlined in proposals from United Environmental Consultants, Dharam Consulting, and GGD Consulting Engineers. These proposals are included at the end of this proposal. These proposals are included at the end of this proposal.

FEES

For these services, we propose a fee as broken down below:

	LeM Project Management	LeM Structural Engineering	LeM Enclosure Design	Dharam Cost Estimating	UEC Hazardous Materials Consulting	GGD Consulting Engineers	
Schematic Design	\$3,500	\$6,600	\$7,900	\$3,500	-	\$10,800	
Design Development	\$2,200	\$8,700	\$10,600	\$5,000	-	-	
Construction Documents	\$2,250	\$8,700	\$10,600	\$5,000	\$1,500	-	
Bid Phase	\$1,200	\$2,000	\$2,000	-	-	-	
Construction Admin	\$2,980	\$11,500	\$15,400	-	\$9,800	-	
Total	\$12,130	\$37,500	\$46,500	\$13,500	\$11,300	\$10,800	Total \$131,730

Note: This increases the overall design fee from \$119,430 as noted in the November, 29 2023 proposal to \$131,730.

TERMS

This project will be scheduled after the return of the accepted proposal.

Reimbursable expenses for travel, courier services, reproductions, and electronic data transfer are included in this cost.

This proposal is valid for 90 days from the date of this proposal.

We look forward to the opportunity to collaborate with the Town of Brookline for professional structural and enclosure consulting services on this important project.

If you are in agreement, please countersign and return a copy of this letter, which will serve as our authorization to proceed. Please feel free to call if you have any questions.

LeMessurier.

Very truly yours,

LeMessurier Consultants, Inc.

ACCEPTED BY:

Town of Brookline

Stephen Holland, P.E. (MA)

Consultant | Enclosure

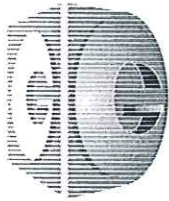
By: _____

Mathew Head, P.E. (MA)

Consultant | Structural

Date: _____

xc: Accounting



GGD Consulting Engineers, Inc.

375 Faunce Corner Road, Suite D
Dartmouth, MA 02747

L#87977
Proposal

March 8, 2024

LeMessurier.
130 Soldiers Field Road
Boston, MA 02135

Attn: David J. Sacco, EIT
Enclosure Designer

Re: Brookline High School
MEP Engineering support for Waterproofing
115 Greenough Street
Brookline, MA 02445

Dear Mr. Sacco:

We are pleased to submit our proposal to provide Professional Engineering study and schematic design phase services for the Brookline High School Waterproofing project, as set forth below.

THE PROJECT

The project, as we understand it, is for the study and schematic design for relocation of existing MEP utilities (piping, ducts, wiring, conduits) that need to be relocated and/or temporarily backfed to support the Brookline High School waterproofing project, which will occur during the Summer of 2025.

BASIC SERVICES

Under the lump sum fee proposal our basic services include performing a study and providing schematic design services for the Fire Protection, Plumbing, HVAC, and Electrical (MEP/FP) Systems. Construction Documents, Bid, and Construction Administration phase services are **excluded** from this proposal.

Existing Conditions Study & Schematic Design:

1. We will review and document all existing MEP utilities including piping, ducts, wiring, and conduits to determine the preferred option, rerouting, or disconnect and reconnection of the various utility lines to allow for the structural and waterproofing aspects of the waterproofing project to occur.
2. We will develop recommendations on the relocation of existing equipment and systems within the present floor plan and required modifications to achieve a design direction that will meet all codes, minimize first cost, and minimize shutdowns when possible.
3. At the completion of our field investigation and analytical work we will provide our findings in a report form.
4. We will provide schematic narratives and layouts for the MEP utilities disconnect/reconnect or relocation work utilizing an architectural background prepared by your office.

GGD Consulting Engineers, Inc.

L# 87977

Proposal

Page 2

5. We will review the cost estimates prepared by the project Cost Estimator for the MEP/FP systems and advise your design team accordingly.
6. We will meet with your design team and the Owner to review our findings and recommendations.
7. Once there is an agreed upon design approach for MEP utilities, we can provide a fee proposal for Construction Documents, Bid, and Construction Administration Services
8. Included in the basic services is the furnishing of .PDF files for purposes of coordination and printing. Out of pocket expenses such as travel, sustenance, and other incidental expenses for routine trips to the project, and for coordination meetings with the design team, is included in the basic fee.

COMPENSATION AND PAYMENT

To provide the above, we propose a lump sum fee of Ten Thousand, Eight Hundred Dollars (\$10,800.00).

Payment for the fee shall be made within 30 days of billing. Billings shall be rendered monthly in proportion to the services performed in the preceding 30-day period.

EXTRA SERVICES

Extra services shall be confirmed and authorized in writing prior to rendering of same and may be compensated either by hourly reimbursement or on a mutually agreed upon fixed fee. Hourly compensation shall be in accordance with the following:

Principal	\$200.00/hr
Senior Engineer	\$175.00/hr
Engineer	\$140.00/hr
Designer	\$110.00/hr
Clerical	\$ 75.00/hr
Site Visit	\$1,000.00/per visit

REIMBURSABLE EXPENSES

Reimbursable expenses such as mailing, shipping, and printing are included in the Basic Services. Any local/town fees and advertisement fees associated with completing the project will be billed as a reimbursable expense.

INSURANCE COVERAGE

We provide complete insurance coverage which includes \$4,000,000 aggregate Professional Liability Insurance coverage. Upon acceptance of this proposal, we will provide you with proper certification.

This proposal is valid for 90 days from the issue date and is based on commencement of the study within 60 days of proposal acceptance.

GGD Consulting Engineers, Inc.

L# 87977

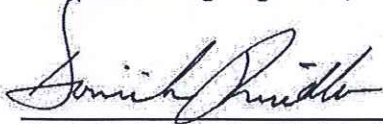
Proposal

Page 3

If this proposal meets with your approval, please return a signed copy to our office. This will act as our agreement and notice to proceed.

Very truly yours,

GGD Consulting Engineers, Inc.



Dominick B. Puniello, PE, Principal

LeMessurier.

David J. Sacco, EIT, Enclosure Designer

DBP:ja

Date

TOWN OF BROOKLINE
333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 11-Mar-24

TO: Jonathan Levi Architects
266 Beacon Street
Boston MA 02116

Purchase Order Number

21913796

Vendor Number

7860

PAYMENT AMOUNT

\$90,200.00

BUDGET \$10,159,019.78
BALANCE \$561,816.26

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2518K168		6B0139

FOR: Driscoll School

Amendment	Date	
27	2/13/2024	Geotech Inspection

AMOUNT
\$90,200.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

BOARD OF SELECTMEN

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent For Administration and Finance

[Handwritten signature]

[Handwritten signature]



February 13, 2023

Mr. Lap Yan
Project Manager
Building Department
333 Washington Street
Brookline, MA 02445

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 27

Dear Mr. Yan,

LeftField has reviewed Designer Contract Amendment No. 27 presented by Jonathan Levi Architects (JLA) for the amount of \$90,200.00. This Amendment is for Construction Observation Services during the Installation of the Geothermal Well Fields, during Pressure Testing the Loops, during Deionization of the water in the wells and during PG Filling of the wells. These services were forecasted services to be performed by McPhail when the Geothermal System was approved. McPhail's Proposal is for \$82,000 and JLA's Administrative Fees of \$8,200 combine to total the requested amount of \$90,200.

Understanding the complexities and the finesse required for the full installation of the well field, it is industry standard to have a Licensed Professional perform these Geothermal Engineering Services. Therefore, LeftField recommends that the Town of Brookline accept Amendment No. 27 in the amount of \$90,200.00.

Should you have any questions regarding this recommendation of approval, please contact me.

Sincerely,

Lynn Stapleton, AIA, LEED AP B D + C

Cc: Jim Rogers, LeftField, LLC
Adam Keane, LeftField, LLC
Philip Gray, Jonathan Levi Architects

CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 27

WHEREAS, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the attached Jonathan Levi Architects’ (JLA) Proposal, dated February 6, 2024, for Construction Observation Services for the Geothermal Well Field Installation performed by McPhail and outlined in their attached Proposal, dated February 5, 2024 ; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

WHEREAS, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

WHEREAS, Contract Amendment No. 4 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 5 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 6 was approved by the Town of Brookline on May 12, 2020; and

WHEREAS, Contract Amendment No. 7 was approved by the Town of Brookline on June 9, 2020; and

WHEREAS, Contract Amendment No. 8 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 9 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 10 was approved by the Town of Brookline on October 13, 2020; and

WHEREAS, Contract Amendment No. 11 was approved by the Town of Brookline on March 9, 2021; and

WHEREAS, Contract Amendment No. 12 was approved by the Town of Brookline on April 13, 2021; and

WHEREAS, Contract Amendment No. 13 was approved by the Town of Brookline on September 14, 2021; and

WHEREAS, Contract Amendment No. 14 was approved by the Town of Brookline on September 14, 2021; and

WHEREAS, Contract Amendment No. 15 was approved by the Town of Brookline on October 12, 2021; and

WHEREAS, Contract Amendment No. 16 was approved by the Town of Brookline on October 12, 2021; and

WHEREAS, Contract Amendment No. 17 was approved by the Town of Brookline on November 9, 2021, and

WHEREAS, Contract Amendment No. 18 was approved by the Town of Brookline on December 13, 2021, and

WHEREAS, Contract Amendment No. 19 was approved by the Town of Brookline on December 14, 2021, and

WHEREAS, Contract Amendment No. 20 was approved by the Town of Brookline on February 8, 2022, and

Michael Driscoll Elementary School

Designer Contract Amendment No. 27

WHEREAS, Contract Amendment No. 21 was approved by the Town of Brookline on September 13, 2022, and

WHEREAS, Contract Amendment No. 22 was approved by the Town of Brookline on December 13, 2022, and

WHEREAS, Contract Amendment No. 23 was approved by the Town of Brookline on June 13, 2023, and

WHEREAS, Contract Amendment No. 24 was approved by the Town of Brookline on June 13, 2023, and

WHEREAS, Contract Amendment No. 25 was approved by the Town of Brookline on October 10, 2023, and

WHEREAS, Contract Amendment No. 26 was not acted on by the Town of Brookline on December 12, 2023, and

WHEREAS, effective as of February 13, 2024, the parties wish to amend the contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Contract Amendment No. 27 for the total value of \$90,200.00. This Amendment is based on JLA's Proposal, dated February 6, 2024, which is based on McPhail's Proposal, dated February 5, 2024, for Construction Observation Services for the Geothermal Well Field Installation. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services		Previous Amendments	Amount of This Amendment	Total of All Amendments
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
CA #2 - Construction Documents Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Bidding Phase	\$ 0	\$ 290,363	\$ 0	\$ 290,363
CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590
CA #3 - Geotechnical Engineering – Geothermal Test Well	\$ 0	\$ 117,673	\$ 0	\$ 117,673
CA #3 -Acoustical Engineering – Noise	\$ 0	\$ 5,500	\$ 0	\$ 5,500

Michael Driscoll Elementary School

Designer Contract Amendment No. 27

Sound Measurements				
CA #4 – HAZMAT Consulting	\$ 0	\$ 138,512	\$ 0	\$ 138,512
CA #5 – Geo-Environmental & Geotechnical, Subsurface	\$ 0	\$ 340,725	\$ 0	\$ 340,725
CA #6 – Utilities – Hydrant Flow Test	\$ 0	\$ 1,375	\$ 0	\$ 1,375
CA #7 – Supplemental Geo-Engineering & Geotechnical	\$ 0	\$ 50,050	\$ 0	\$ 50,050
CA #8 – Site Surveying	\$ 0	\$ 2,750	\$ 0	\$ 2,750
CA #9 – Supplemental Geo-environmental Engineering	\$ 0	\$ 42,900	\$ 0	\$ 42,900
CA #10–Supplemental Geo-environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #11–Supplemental Geo-environmental Engineering	\$ 0	\$ 13,200	\$ 0	\$ 13,200
CA #12–Supplemental Survey Building Height Certification	\$ 0	\$ 1,320	\$ 0	\$ 1,320
CA #13 – Solar Study	\$ 0	\$ 2,090	\$ 0	\$ 2,090
CA #14–Supplemental Geo-Environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #15–Supplemental Geo-Environmental Engineering	\$ 0	\$ 48,400	\$ 0	\$ 48,400
CA #16–Geothermal System Engineering & Construction Administration	\$ 0	\$ 79,244	\$ 0	\$ 79,244
CA #17–Vibration Monitoring Services	\$ 0	\$ 107,712	\$ 0	\$ 107,712
CA #18–Additional Survey	\$ 0	\$ 1,523.78	\$ 0	\$ 1,523.78
CA #19-Additional Geo-Environmental Construction Monitoring & Testing	\$ 0	\$ 26,070.00	\$ 0	\$ 26,070.00

Michael Driscoll Elementary School

Designer Contract Amendment No. 27

CA #20-Additional Geo-Environmental Construction Monitoring & Testing	\$ 0	\$ 74,800.00	\$ 0	\$ 74,800.00
CA #21-Rain Garden Redesign and Geothermal Alternate	\$ 0	\$ 10,780.00	\$ 0	\$ 10,780.00
CA #22-Change to Terrazzo	\$ 0	\$ 12,500.00	\$ 0	\$ 12,500.00
CA #23-Geo-environmental	\$ 0	\$ 201,850.00	\$ 0	\$ 201,850.00
CA #24-Geo-environmental Construction Monitoring	\$ 0	\$ 5,500.00	\$ 0	\$ 5,500.00
CA #25 – Additional Construction Admin.	\$ 0	\$ 3,520	\$ 0	\$ 3,520
CA #26 – Extra Services	\$ 0	Hold		
CA #27 – Geothermal Construction Observation	\$ 0	\$ 0	\$ 90,200	\$ 90,200
Total Fee	\$1,179,260	\$8,587,157,78	\$ 90,200	\$9,856,6117.78

This Amendment is for Construction Observations during the installation of the Geothermal Well Field.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$101,398,269</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Phase 1 Substantial Completion – 11/4/2022</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>
Amended Schedule	<u>Phase 1 Substantial Completion – 9/29/2023</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>

Phase 1 – New Building, Roadways and Sidewalk Work

Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

5. This Amendment contains all the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist, or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

Michael Driscoll Elementary School

Designer Contract Amendment No. 27

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER:

(print name)

(print title)

By: _____
(signature)

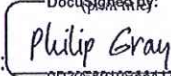
Date: _____

DESIGNER:

Philip Gray

(print name)

Principal

By: 

(signature)

Date: February 13, 2024

Jonathan Levi Architects
266 Beacon Street Boston MA 02116 Tel 617.437.9458 fax 617.437.1965 www.leviarc.com

14 February 2024

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: *Fee Proposal, Supplemental Geotechnical Services
Driscoll School, Brookline MA*

Dear Jim,
Attached please find a proposal from McPhail for services to be performed as a subconsultant to JLA for additional vibration monitoring services during construction.

Fee

As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

Vibration Monitoring Services	\$10,340
<u>10% Markup</u>	<u>\$1,034</u>
Total	\$11,374

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray
Principal
Jonathan Levi Architects

377



February 14, 2024

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School: Phase 2; Brookline, Massachusetts
Proposal for Additional Vibration Monitoring Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing additional vibration monitoring services for above referenced project. The scope of work proposed herein will be provided in accordance with the terms and conditions presented in our proposal dated March 12, 2020 which is incorporated herein by reference.

Background

During the construction of the new Driscoll School, four (4) seismographs were installed within the corners of the site to monitor construction vibrations. As part of the proposal dated March 12, 2020, the vibration monitors would be installed for a total of 12 months; however, they were only set up for a total of 11 months. With the additional budget remaining from the Phase 1 construction, two (2) vibration monitors were set up to the north and south of the former school to monitor vibrations during demolition of the former school and have currently been installed for a total of two (2) months. It has been requested that the vibration monitors be installed for an additional two (2) months.

Additional Vibration Monitoring

In consideration of the above, our scope of vibration monitoring which has been performed to-date has surpassed the anticipated duration contained in our original proposal and additional vibration monitoring has been requested for an additional two (2) months until the building demolition has concluded. Therefore, we propose the following scope:

1. Provide two (2) seismographs to monitor construction vibrations at the perimeter of the site. Each seismograph will be equipped with a cellular modem to allow for remote monitoring:
 - a. 2 months of monitoring with 2 seismographs at a rate of \$1,335/month for each seismograph with modem and enclosure = \$5,340.
2. Review monitoring data from each unit and prepare a summary at the conclusion of the demolition = \$2,000.
3. A fee of \$1,500/month to provide a field engineer to change the batteries as needed and troubleshoot issues that may arise = \$3,000.



Jonathan Levi Architects
February 14, 2024
Page 2

Therefore, we respectfully request an additional **\$10,340** for these additional vibration monitoring services. The revised total of the vibration monitoring services is \$108,260.

Terms and Conditions

To authorize us to proceed with the services proposed above, please sign and return the enclosed copy of this letter.

We appreciate the opportunity to submit this proposal and we look forward to our continued service to Jonathan Levi Architects and the design team for the above referenced project. We trust that the above is sufficient for your present requirements. Should you have any questions, please call us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

JONATHAN LEVI ARCHITECTS

A handwritten signature in cursive script that reads "Nicholas D. Hodge".

Nicholas D. Hodge

BY _____

A handwritten signature in cursive script that reads "Joseph G. Lombardo, Jr.".

Joseph G. Lombardo, Jr., L.S.P.

DATE _____

\\McPhail-fs4\McPhail\Working Documents\Proposals\6693 - Vibration Monitoring add services 021424.docx

NDH/jgl

Jonathan Levi Architects
266 Beacon Street Boston MA 02116 tel 617.437.9458 fax 617.437.1965 www.jleviarc.com

14 February 2024

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: Fee Proposal, Supplemental Geotechnical Services
Driscoll School, Brookline MA

Dear Jim,

Attached please find a proposal from McPhail for services to be performed as a subconsultant to JLA for additional vibration monitoring services during construction.

Fee

As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

Vibration Monitoring Services	\$10,340
10% Markup	\$1,034
Total	\$11,374

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray
Principal
Jonathan Levi Architects

JLA



February 14, 2024

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School: Phase 2; Brookline, Massachusetts
Proposal for Additional Vibration Monitoring Services

Ladies and Gentlemen:

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Jonathan Levi Architects
February 14, 2024
Page 2

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We appreciate the opportunity to submit this proposal and we look forward to our continued service to Jonathan Levi Architects and the design team for the above referenced project. We trust that the above is sufficient for your present requirements. Should you have any questions, please call us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

JONATHAN LEVI ARCHITECTS

A handwritten signature in cursive script that reads "Nicholas D. Hodge".

Nicholas D. Hodge

BY _____

A handwritten signature in cursive script that reads "Joseph G. Lombardo, Jr.".

Joseph G. Lombardo, Jr., L.S.P.

DATE _____

\\McPhail-fs4\McPhail\Working Documents\Proposals\6693 - Vibration Monitoring add services 021424.docx

NDH/jgl

TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 11-Mar-24

TO: Jonathan Levi Architects
266 Beacon Street
Boston MA 02116

Purchase Order Number

21913796

Vendor Number

7860

PAYMENT AMOUNT

\$11,374.00

BUDGET \$10,159,019.78
BALANCE \$573,190.26

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C210		524003

FOR: Driscoll School

Amendment

Date

28

3/12/2024

Added Vibration Monitoring

AMOUNT

\$11,374.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

BOARD OF SELECTMEN

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent for Administration and Finance



March 12, 2023

Mr. Lap Yan
Project Manager
Building Department
333 Washington Street
Brookline, MA 02445

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 28

Dear Mr. Yan,

LeftField has reviewed Designer Contract Amendment No. 28 presented by Jonathan Levi Architects (JLA) for the amount of \$11,374.00. This Amendment is for Additional Vibration Services during Demolition of the Old School. These services were requested by the Town to mitigate neighborhood concerns. McPhail's Proposal is for \$10,340 and JLA's Administrative Fees of \$1,034 combine to total the requested amount of \$11,374.

Understanding the past issues with abutters from sound and vibrations, LeftField believes the additional vibration monitoring is warranted. Costs are comparative to the previous amendment for vibration monitoring. Therefore, LeftField recommends that the Town of Brookline accept Amendment No. 28 in the amount of \$11,374.00.

Should you have any questions regarding this recommendation of approval, please contact me.

Sincerely,

Lynn Stapleton, AIA, LEED AP B D + C

Cc: Jim Rogers, LeftField, LLC
Adam Keane, LeftField, LLC
Philip Gray, Jonathan Levi Architects

CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 28

WHEREAS, the TOWN OF BROOKLINE ("Owner") and JONATHAN LEVI ARCHITECTS LLC. (the "Designer") (collectively, the "Parties") entered into a Contract on August 31, 2018, ("Contract") for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the attached Jonathan Levi Architects' (JLA) Proposal, dated February 14, 2024, for Additional Vibration Monitoring Services during Building Demolition performed by McPhail and outlined in their attached Proposal, dated February 14, 2024 ; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

WHEREAS, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

WHEREAS, Contract Amendment No. 4 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 5 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 6 was approved by the Town of Brookline on May 12, 2020; and

WHEREAS, Contract Amendment No. 7 was approved by the Town of Brookline on June 9, 2020; and

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WHEREAS, Contract Amendment No. 9 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 10 was approved by the Town of Brookline on October 13, 2020; and

WHEREAS, Contract Amendment No. 11 was approved by the Town of Brookline on March 9, 2021; and

WHEREAS, Contract Amendment No. 12 was approved by the Town of Brookline on April 13, 2021; and

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WHEREAS, Contract Amendment No. 14 was approved by the Town of Brookline on September 14, 2021; and

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WHEREAS, Contract Amendment No. 24 was approved by the Town of Brookline on June 13, 2023, and

WHEREAS, Contract Amendment No. 25 was approved by the Town of Brookline on October 10, 2023, and

WHEREAS, Contract Amendment No. 26 was not acted on by the Town of Brookline on December 12, 2023, and

WHEREAS, Contract Amendment No. 27 was presented to the Town of Brookline on February 13, 2024 and was held until March 12, 2024, and

WHEREAS, effective as of March 12, 2024, the parties wish to amend the contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Contract Amendment No. 28 for the total value of \$11,374.00. This Amendment is based on JLA's Proposal, dated February 14, 2024, which is based on McPhail's Proposal, dated February 14, 2024, for Additional Vibration Monitoring Services. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services		Previous Amendments	Amount of This Amendment	Total of All Amendments
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
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CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590

CA #3 - Geotechnical Engineering – Geothermal Test Well	\$ 0	\$ 117,673	\$ 0	\$ 117,673
CA #3 -Acoustical Engineering – Noise Sound Measurements	\$ 0	\$ 5,500	\$ 0	\$ 5,500
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CA #24-Geo-environmental Construction Monitoring	\$ 0	\$ 5,500.00	\$ 0	\$ 5,500.00
CA #25 – Additional Construction Admin.	\$ 0	\$ 3,520	\$ 0	\$ 3,520
CA #26 – Extra Services Proposal	\$ 0	Hold	\$ 0	\$ 0
CA #27 – Geothermal Construction Observation	\$ 0	Pending \$ 90,200	\$ 0	\$ 90,200
CA #28 – Additional Vibration Monitoring	\$ 0	\$ 0	\$ 11,374	\$ 11,374
Total Fee	\$1,179,260	\$8,677,357.78	\$ 11,374	\$9,867,991.78

This Amendment is for Construction Observations during the installation of the Geothermal Well Field.

3. The Construction Budget shall be as follows:

Original Budget:	\$ 92,909,563
Amended Budget	\$101,398,269

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Phase 1 Substantial Completion – 11/4/2022</u> <u>Phase 2 Substantial Completion – 8/31/2024</u>
Amended Schedule	<u>Phase 1 Substantial Completion – 9/29/2023</u> <u>Phase 2 Substantial Completion – 8/31/2024</u>

Phase 1 – New Building, Roadways and Sidewalk Work

Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

5. This Amendment contains all the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist, or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER:

(print name)

(print title)

By: _____
(signature)

Date: _____

DESIGNER:

(print name)

(print title)

By: _____
(signature)

Date: March 12, 2024

Jonathan Levi Architects
266 Beacon Street Boston MA 02116 tel 617.437.9458 fax 617.437.1965 www.leviarc.com

14 February 2024

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: *Fee Proposal, Supplemental Geotechnical Services
Driscoll School, Brookline MA*

Dear Jim,

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Total	\$11,374

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray
Principal
Jonathan Levi Architects

JLA



February 14, 2024

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School: Phase 2; Brookline, Massachusetts
Proposal for Additional Vibration Monitoring Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing additional vibration monitoring services for above referenced project. The scope of work proposed herein will be provided in accordance with the terms and conditions presented in our proposal dated March 12, 2020 which is incorporated herein by reference.

Background

During the construction of the new Driscoll School, four (4) seismographs were installed within the corners of the site to monitor construction vibrations. As part of the proposal dated March 12, 2020, the vibration monitors would be installed for a total of 12 months; however, they were only set up for a total of 11 months. With the additional budget remaining from the Phase 1 construction, two (2) vibration monitors were set up to the north and south of the former school to monitor vibrations during demolition of the former school and have currently been installed for a total of two (2) months. It has been requested that the vibration monitors be installed for an additional two (2) months.

Additional Vibration Monitoring

In consideration of the above, our scope of vibration monitoring which has been performed to-date has surpassed the anticipated duration contained in our original proposal and additional vibration monitoring has been requested for an additional two (2) months until the building demolition has concluded. Therefore, we propose the following scope:

1. Provide two (2) seismographs to monitor construction vibrations at the perimeter of the site. Each seismograph will be equipped with a cellular modem to allow for remote monitoring:
 - a. 2 months of monitoring with 2 seismographs at a rate of \$1,335/month for each seismograph with modem and enclosure = \$5,340.
2. Review monitoring data from each unit and prepare a summary at the conclusion of the demolition = \$2,000.
3. A fee of \$1,500/month to provide a field engineer to change the batteries as needed and troubleshoot issues that may arise = \$3,000.



Jonathan Levi Architects
February 14, 2024
Page 2

Therefore, we respectfully request an additional **\$10,340** for these additional vibration monitoring services. The revised total of the vibration monitoring services is \$108,260.

Terms and Conditions

To authorize us to proceed with the services proposed above, please sign and return the enclosed copy of this letter.

We appreciate the opportunity to submit this proposal and we look forward to our continued service to Jonathan Levi Architects and the design team for the above referenced project. We trust that the above is sufficient for your present requirements. Should you have any questions, please call us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

JONATHAN LEVI ARCHITECTS

Nicholas D. Hodge

Nicholas D. Hodge

BY _____

Joseph G. Lombardo, Jr.

Joseph G. Lombardo, Jr., L.S.P.

DATE _____

\\McPhail-fs4\McPhail\Working Documents\Proposals\6693 - Vibration Monitoring add services 021424.docx

NDH/jgl

TOWN OF BROOKLINE
333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 11-Mar-24

TO:	Gilbane Building Company 7 Jackson Walkway Providence RI 02903
-----	--

Purchase Order Number

22009076

Vendor Number

1299

PAYMENT AMOUNT

\$114,864.00

BUDGET \$99,625,207.00
BALANCE \$62,007,517.54

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C210		6C0002

FOR: Driscoll School Renovation

Change Order #

36

Date

3/2/2024

Various Changes to Contract Work

AMOUNT

\$114,864.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

BOARD OF SELECTMEN

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent For Administration and Finance

John Chertupet

ATP 370	Cost associated with supplying a temp cooling tower to cool school before the geo therm wells are activated	\$ 62,234.00	
ATP 384	Provide millwork trim around circular air outlet in classrooms tc	\$ 44,472.00	
ATO 391	Wire and provide 6 handicap push buttons as per RFI 673	\$ 5,154.00	
ATP 400	no cost associated		
ATP 407	Power irrigation control panel	\$ 1,978.00	
ATP 409	Provide correct voltage and amerage to trash compactor	\$ 1,026.00	
ATO 416	provide temp rails due to permanent rails not being available	\$ 62,553.00	taken out of CM contingency

Owner Change Order (OCO)



Project Name: Brookline - Driscoll
School
Gilbane Project No.: J08864.000

OCO: OCO-0036

PCI: BT-00148, BT-00163, OS-00246, OS-00346, OS-00376, OS-00379, OS-00390
Alternate Tracking #:

Attention:
Owner: Town of Brookline
Address: 333 Washington Street

Brookline, MA 02445 US
Architect: Jonathan Levi Architects LLC, Mark Warner

Date Issued: 03/02/2024

OK 4/2
\$114,864

The Contract changes as follows:
Scope Of Changes: OCO 36 Misc. Changes
Description: March Change Order for ATPs 370, 384, 391, 400, 407, 409, & 416

Attachments:

Number	Title	PCI	Change Date	Revision
00000001	OCO 36 Backup.pdf		03/01/2024	

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	ATP
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$11,872.00	ATP-0416
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$49,939.00	ATP-0416
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)			-\$62,553.00	ATP-0416
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$742.00	ATP-0416
TOTAL FOR PCI No. BT-00148						\$.00	

J08864.000		01.07C.074000.X	Metal Panels	Salem Glass Company	Final	\$4,832.00	ATP-0400
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)			-\$4,890.00	ATP-0400
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$58.00	ATP-0400
TOTAL FOR PCI No. BT-00163						\$.00	
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$13,220.00	ATP-0370
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$.00	ATP-0370
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$.00	ATP-0370
J08864.000		01.31A.311000.X	Sitework	J. Derenzo Company	Final	\$5,827.00	ATP-0370
J08864.000		01.31A.311000.X	Sitework	J. Derenzo Company	Final	\$2,850.00	ATP-0370
J08864.000		01.31A.311000.X	Sitework	J. Derenzo Company	Final	\$33,972.00	ATP-0370
J08864.000		93.926.890720.X	Dumpsters		Final	\$825.00	ATP-0370
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$1,607.00	ATP-0370
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$339.00	ATP-0370
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$670.00	ATP-0370
J08864.000		99.999.999000.Z	Fee		Final	\$2,924.00	ATP-0370
TOTAL FOR PCI No. OS-00246						\$62,234.00	
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$918.00	ATP-0391
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$2,929.00	ATP-0391
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$899.00	ATP-0391
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$135.00	ATP-0391
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$28.00	ATP-0391
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$.00	ATP-0391
J08864.000		99.999.999000.Z	Fee		Final	\$245.00	ATP-0391
TOTAL FOR PCI No. OS-00346						\$5,154.00	
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$1,821.00	ATP-0407
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$52.00	ATP-0407
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$11.00	ATP-0407
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$.00	ATP-0407

J08864.000		99.999.999000.Z	Fee		Final	\$94.00	ATP-0407
TOTAL FOR PCI No. OS-00376						\$1,978.00	
J08864.000		01.01B.000021.X	Rough Cleaning & Final Cleaning			\$3,046.00	ATP-0384
J08864.000		01.06A.053000.X	Millwork	Polybois Inc	Final	\$34,723.00	ATP-0384
J08864.000		01.09D.090003.X	Painting	Color Concepts Inc	Estimate	\$3,000.00	ATP-0384
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$1,084.00	ATP-0384
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$229.00	ATP-0384
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$417.00	ATP-0384
J08864.000		99.999.999000.Z	Fee		Final	\$1,973.00	ATP-0384
TOTAL FOR PCI No. OS-00379						\$44,472.00	
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$944.00	ATP-0409
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$27.00	ATP-0409
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$6.00	ATP-0409
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$.00	ATP-0409
J08864.000		99.999.999000.Z	Fee		Final	\$49.00	ATP-0409
TOTAL FOR PCI No. OS-00390						\$1,026.00	

Submitted Amt:

\$114,864.00

ok

Signature of the Owner indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The Original Contract price was	\$94,298,030.00
Net change by previously authorized Change Orders	\$7,100,239.20
Contract Price prior to this Change Order	\$101,398,269.20
Contract Price will be changed by this Change Order in the Amount	\$114,864.00
The new Contract Price including this Change Order will be	\$101,513,133.20
The Contract Time will be changed by	0
The date of Substantial Completion for construction as of the date of this Change Order therefore is	11/05/2024

Gilbane Building Company

Gilbane Building Company	
Signed: 3/2/2024 8:22:51 AM Eastern Standard Time - By: Nathan Burnham (Sr Project Executive)	
Gilbane Building Company: 10.41.168.178	

Jonathan Levi Architects LLC

By:	<u>Carol Harris</u>
Title:	<u>Project Manager</u>
Company:	<u>Jonathan Levi Architects</u>
Date:	<u>3/4/24</u>
Printed Name:	<u>Carol Harris</u>

LeftField, LLC

By:	<u>Lynn Stapleton</u>
Title:	<u>OPM</u>
Company:	<u>LeftField Project Management</u>
Date:	<u>March 4, 2024</u>
Printed Name:	<u>Lynn Stapleton</u>

Town of Brookline

By:	<u></u>
Title:	<u></u>
Company:	<u></u>
Date:	<u></u>
Printed Name:	<u></u>

Bathroom Accessibility and Queer Rights at BHS



Table of Contents



Background

The Nex Benedict vigil

Survey Findings and Results

Other Data

Cypress Article, qualitative data on homophobia/transphobia as well as bathroom misuse

Next Steps

What's in the works

Crowds on Cypress Field mourn the loss of Nex Benedict



Laura Cleves, DEI Managing Editor • March 17, 2024

- Mar. 6 (about 3 weeks ago)
- 60 people in attendance
- Speakers spoke about impact of Benedict's death as well as issues they faced within BHS



What is the bathroom situation like at BHS? What is the bathroom situation at BHS like for trans/non-binary students?

How does this correlate to the level of acceptance, inclusion, and safety these students feel at school?

A photograph of Brookline High School, a brick building with a white portico and a clock tower. The school is surrounded by trees, some of which are bare, suggesting a cooler season. In the foreground, there is a large green lawn. To the right of the school, a construction site is visible, featuring a white utility truck, a white van, and various construction materials and equipment. A tall light pole stands near the school. The sky is clear and blue.

I collected data.

Findings:

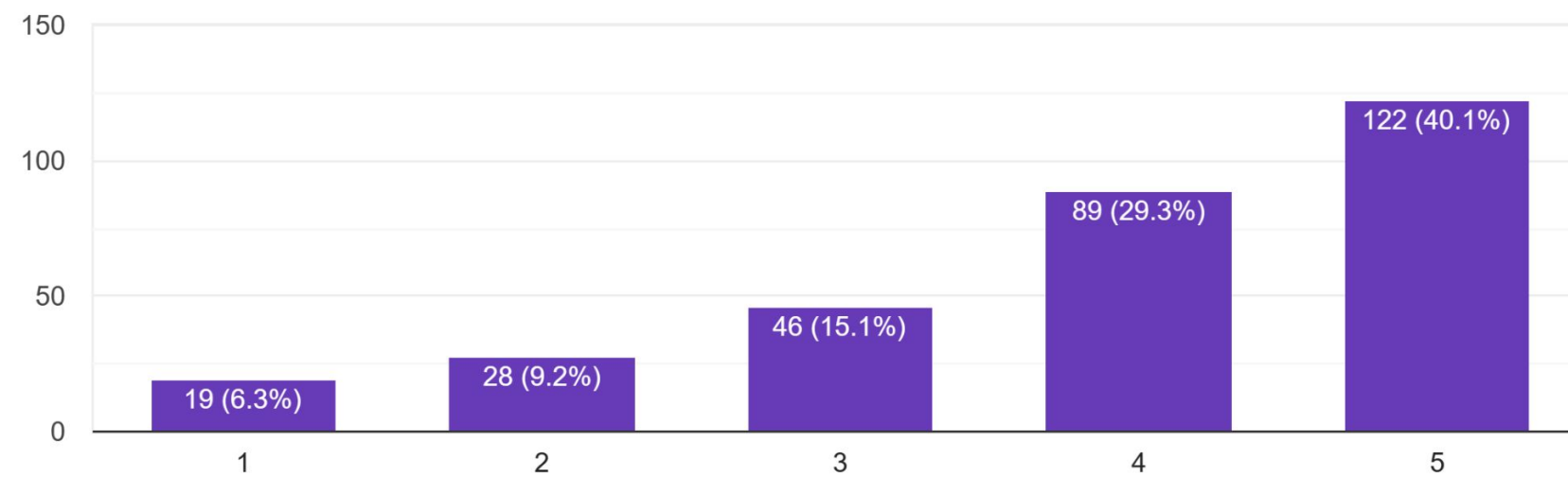
Problems faced by students in Men's and Women's Restrooms	Problems faced by students using Gender-Neutral Restrooms
<ul style="list-style-type: none">● Vaping● Frequently unsanitary● Lack of access to pads/tampons for those who menstruate	<ul style="list-style-type: none">● Vaping, smoking weed/cigarettes● Frequently unsanitary● Lack of access to pads/tampons for those who menstruate

Very similar issues present in both. However...

Availability:

I can reliably count on a bathroom I feel comfortable using being available.

304 responses

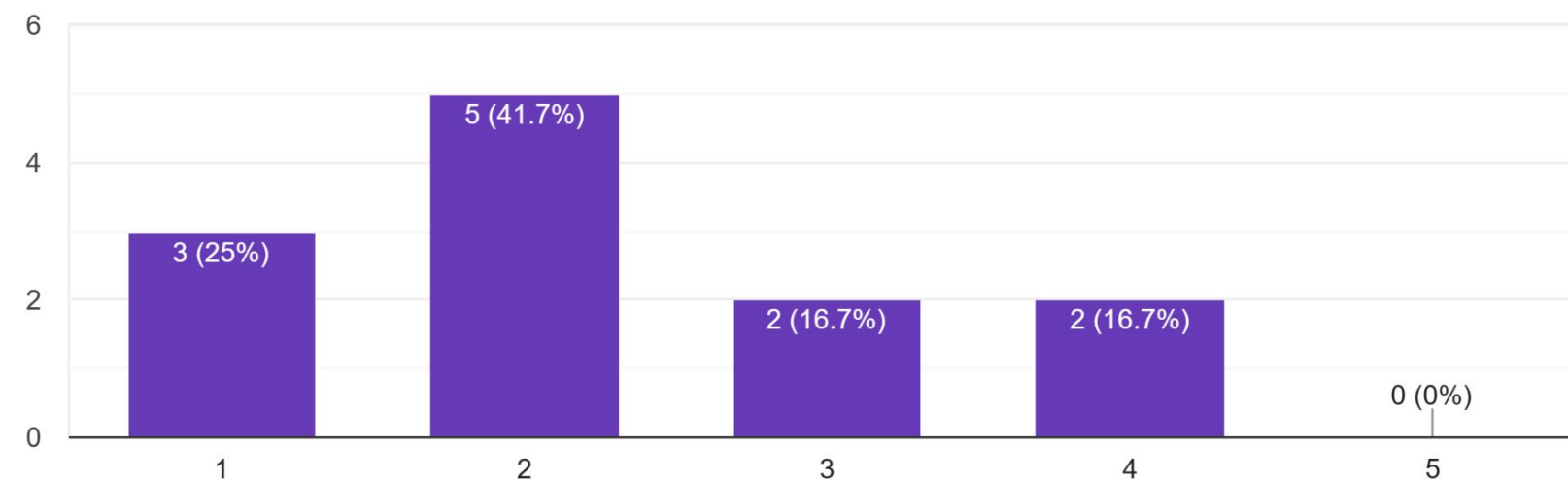


General survey (majority of respondents identified themselves as cisgender)

VS

I can reliably count on a gender-neutral bathroom being available.

12 responses

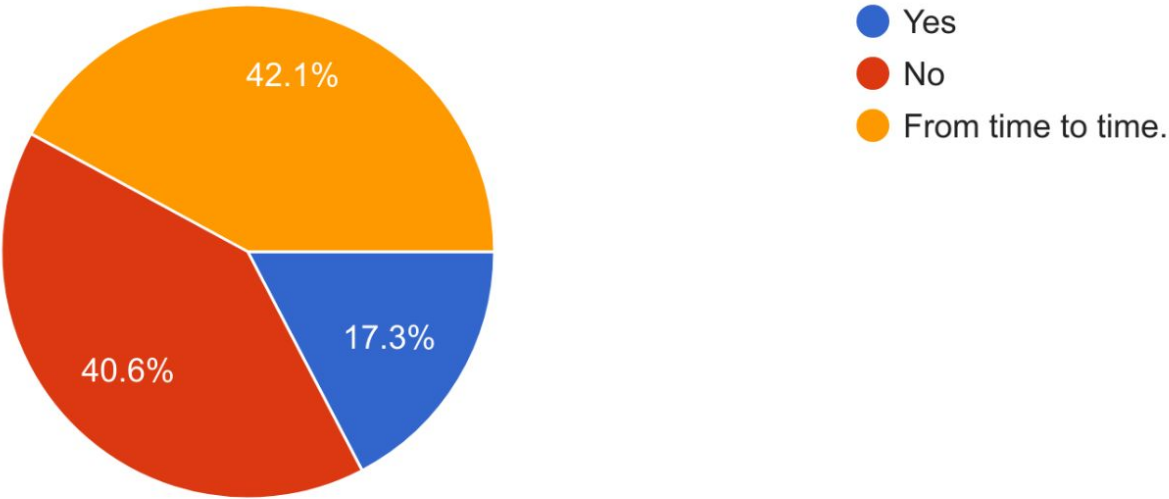


Survey sent to QSU and GSA students (majority of respondents identified themselves as trans/n.b.)

Access to Period Products:

If you are a person who menstruates: I can always count on there being pads/tampons when going to the bathroom of my choosing.

202 responses

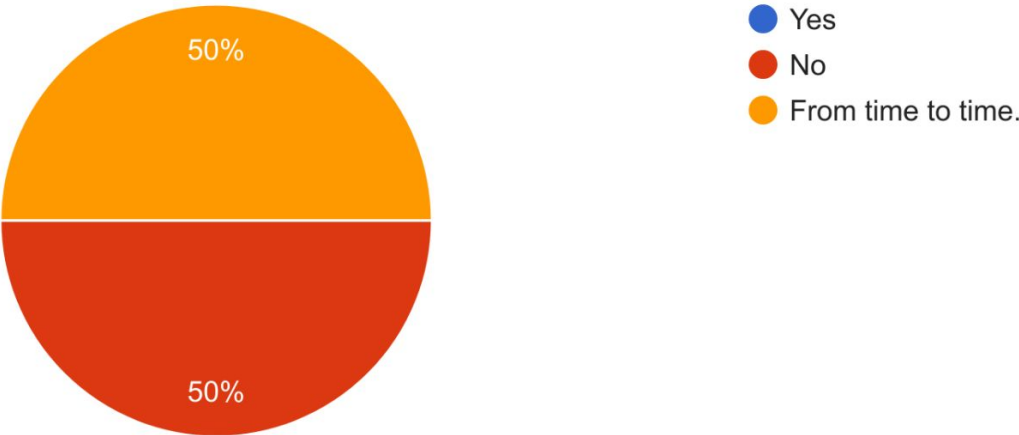


General survey (majority of respondents identified themselves as cisgender)

VS

If you are a person who menstruates: I can always count on there being pads/tampons when going to the gender neutral bathroom.

10 responses



Survey sent to QSU and GSA students (majority of respondents identified themselves as trans/n.b.)

There is equity in theory, but not in practice.

While students face the same issues regardless of what restrooms they use, closures make it difficult for trans/genderqueer youth to access bathrooms.

Students confront misuse of gender-neutral bathrooms



Addy Anyaosah and Ananda Scott • February 7, 2024

“Students reported that they don’t feel comfortable going to the bathroom at all during the day, which is definitely concerning because you’re in a building for almost eight hours, and if you don’t feel comfortable using the bathroom, that’s not okay,” Thomas said.

“If you don’t have access to the spaces that make you feel safe and comfortable to do basic things like use the bathroom, you’re going to try to seek that. If you can’t find the space, it’s definitely going to cause problems like being late to class.” – Christa Washburn

“I wish [gender-neutral bathrooms] would be taken more seriously,” Washburn said.
“Bathrooms can be their own safe space where people are able to do their business, feel safe and not have to worry about other people viewing them badly.”

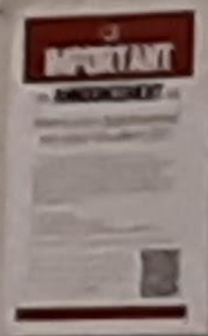
The Solution.

Game Plan:

- Decide on bathrooms in main
- Tappan bathrooms
- Drafting plans

3/26

Rogan +
Riotis



Yay!!!

A

B

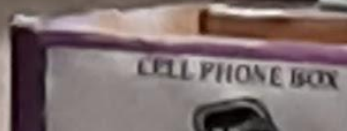
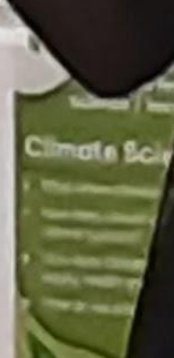
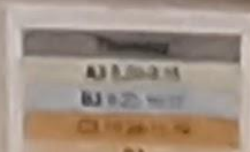
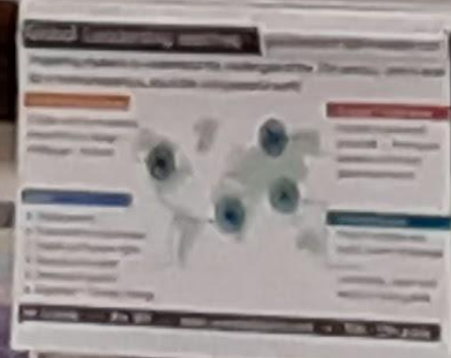
C-

D

X

G

F





PUBLIC SCHOOLS of
BROOKLINE 

Superintendent's Update

March 28, 2024



OEE's Residencies

The Office of Educational Equity (OEE) is conducting residencies at every PSB school, with the aim of understanding each school, its culture, and the strengths and needs of its students and faculty. These residencies will guide OEE's work moving forward, and ensure that the Office is supporting each school and every PSB community member to the best of its ability.

Claire Galloway-Jones (Executive Director of Educational Equity) and **Cristy Hernandez (Assistant Director of Educational Equity)** have completed residencies at BHS, BEEP and Lawrence, and look forward to continuing their residency at FRR in the coming week.

Claire and Cristy would like to recognize the tireless work of all PSB schools' faculty and staff – from custodial and maintenance staff to educators, paraprofessionals, counselors, METCO and Steps advisors, school leaders, and everyone in the school community not listed. It is a privilege to witness their dedication in action. Claire and Cristy would also like to recognize PSB's students, and the families who have raised them. The students are brilliant, kind, strong-minded, and courageous and will create a better world for us all.

DESE's Upcoming Visits

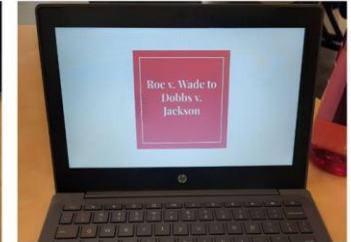
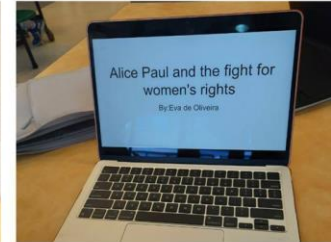
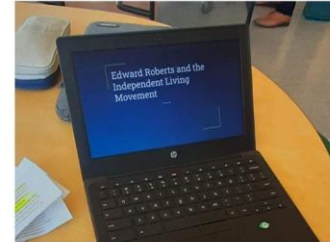
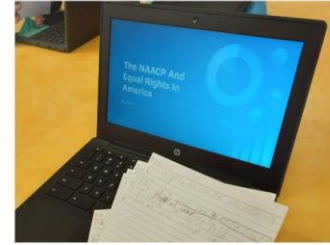
The Massachusetts Department of Elementary and Secondary Education (DESE), Office of Public School Monitoring, schedules visits to charter and district schools every three years to monitor compliance with federal and state special education and civil rights regulations. During the week of **April 8-12**, the Office of Public School Monitoring (PSM) will conduct a Tiered Focused Monitoring Review (TFM) of the Public Schools of Brookline. We look forward to feedback in the areas of special education and civil rights.

Parent/guardian outreach is an important part of the review process. On March 19, 2024, parents/guardians of students with disabilities were sent an online survey by the Office of Public School monitoring. These surveys will be reviewed by the PSM after its closing date, **April 3, 2024**.

During the onsite review, the Office of Public School Monitoring will also interview the chairperson(s) of the district's Special Education Parent Advisory Council (SEPAC). Other onsite activities will include meetings with district staff, administrators, review of documents and observations.

Equal Rights Presentations at Hayes

Eighth graders at the Roland Hayes school showcased their presentations on equal rights, covering some important and relevant topics.



Sports Analytics Program at MIT

A group of BHS METCO and the African American/Latiné Scholars Program (AALSP) students participated in a Sports Analytics program along with MBA students at MIT's Sloan School of Management. The program, taught by Professor Ben Shields, culminated with a mock NFL Draft. Students were split into teams of five and paired with MBA students, while being tasked with performing the scouting duties for one of the following NFL teams – the Arizona Cardinals, Los Angeles Chargers, New York Giants, Tennessee Titans, or Atlanta Falcons.

In the first two days of this collaborative program, each team of students conducted a thorough data analysis, and compiled a draft board of their top college prospects. They then took part in the first round of a mock NFL draft, where they used their data analysis to determine the value of the prospects and their draft picks.

Sports Analytics Program at MIT



Composting at Hayes



The Roland Hayes school has been working the Department of Public Works to introduce composting during their lunches.

Last week, composting was launched schoolwide, with student council reps volunteering to be compost monitors and teach kids during lunch. Thank you to Mrs. Wheeler, Ms. Shashoua, Ms. Weatherseed (DPW), school custodian Mr. Manganiello and Mr. Patel for leading these efforts.

‘The Little Mermaid’ at Baker

Students of grades 6-8 at the Baker school put up an enthralling performance of *The Little Mermaid*.

A big congratulations to all involved in the production.



BHS Play – ‘The Princess Bride’

The Brookline High School Drama Society’s spring play was the classic tale, *The Princess Bride*, reimagined for the stage. The play was originally scheduled for five shows from March 20 to 23 at the 22 Tappan Theater. However, due to popular demand and sold out shows, a sixth show was added on March 24.

BHS Play – ‘The Princess Bride’



Image credits: BHS Friends of Performing Arts

Upcoming Parent Workshops

The Department of Guidance and Clinical Services has partnered with Massachusetts Partnership for Youth (MPY) to hold the following parent workshops this spring.

Healthy Balance: Screen Time

Data suggests that exposing youth to large amounts of screen time can have negative effects on physical and mental development. This workshop provides tools and vocabulary needed for children and adolescents to make wise choices about balancing daily screen use, while focusing more attention on exercise and nutrition.

About the Author

Cory Mashburn, M.Ed., has over 20 years' expertise in prevention services, and more than 25 years' experience working with youth and people with disabilities. He has overseen prevention programs within communities and schools in New England, including substance use and abuse, bullying, cyber safety, and human rights.



Upcoming Parent Workshops



Social Media's Impact on Mental Health: Optimizing the Connection

Instagram, Snapchat, and Facebook foster a culture of peer comparison and entice users to stay online longer than they intend to, which can foster discouraging or negative feelings. Snapchat locations and Instagram stories cause FOMO (Fear of Missing Out), contributing to anxiety, depression, and loneliness. In this workshop, teachers and parents will learn individual and group strategies to optimize students' use of social media.

About the Author

Susan Reynolds, M.Ed., has over 20 years of experience in academic technology and digital wellbeing. In 2007 Susan founded *ABC Legacy: Atoms to Bits Children's Legacy*, which generated the Look Up Foundation, committed to empowering teens and college students to join together to change their relationship to technology.

BA&CE's SmartSummer Theater Arts Program

Brookline Adult & Community Education (BA&CE) is organizing a SmartSummers Theater Arts Program and Theater Arts Jr. from July 8 to August 16.

The program gives students an opportunity to engage in acting, music, art, and dance, and work together to create an original musical based on popular children's stories and movies. This summer, our shows are based on *The Jungle Book*, *The Lion King*, and *Madagascar*.

There three two-week sessions from July 8-August 16, for children of ages 5-13. Tuition assistance is available.

Revolving Fund Fees - FY 2025

(Note: except as noted below, all program fees have been held at FY24 levels. This decision was made as part of the overall annual budget cycle realignment; fees for FY26 will be discussed in the fall of FY25, and will be re-evaluated at that point in time, which is ~6 months from now.)

Program	FY24 Fees	FY25 Fee Recommendation	Notes	Estimated Revenue
Food Services 3899SE25 (School Lunch Revolving Fund) NOTE: A type A Meal is a meal that meets the USDA meal pattern requirement for it to be reimbursed. That is it contains 3 of the 5 meal components with one of the three of them being a fruit or a vegetable. If students refuse to take a type A meal, they are charged the full price.	One Type A Breakfast and Lunch per student per day are free under waiver. Waive all non-reimbursable food charges for students who are eligible for free/reduced lunch K-8 Breakfast \$2.20 Lunch \$4.00 Premium Lunch \$5.70-10.35 High School Breakfast \$2.50 Lunch \$4.50 Premium Lunch \$6.20-10.35 Dairy Milk \$.80 Soy/lactaid Milk \$1.60 100% Juice \$.55 Adult meals \$6.20-10.35 Summer Meals All Grades \$4.00 Free/Reduced Breakfast \$0.00 Lunch \$0.00	No change recommended.	Free lunch for all students has been extended by the state. This now includes summer school students as well. Premium meals are currently unavailable as they are not financially viable under free lunch. On September 28, 2023, the School Committee voted to waive all non-reimbursable food charges for students eligible for Free/ Reduced meals in FY24. The same vote for FY23 occurred on March 16, 2023.	\$4,116, 004 (based on FY24 actual student meal counts)

Program	FY24 Fees	FY25 Fee Recommendation	Notes	Estimated Revenue
BEEP Tuition 3105SE20 (Early Childhood Revolving Fund)	Preschool & PreK \$12,210 BEEP Summer Enrichment Program \$575/week	Preschool & PreK \$15,500 BEEP Summer Enrichment Program \$575/week BEEP Extended Day Program at Lynch Center \$700/month	BEEP is moving to a full school day program in FY25, and as a result is increasing tuition to offset the additional staff time and other expenses. Staffing scaled to numbers of students, covered by fees and a small amount of grant support (\$5,000) Two extended day paraprofessionals required for staffing (\$64,000). Fee is competitive with extended day programs at Driscoll and Hayes.	\$2,991,500 (based on an estimated 193 tuition-paying students) \$72,450 (based on an estimated 126 tuition-paying students for summer enrichment) \$70,000 (based on an estimated 10 tuition-paying families for 10 months)
BA&CE 3105ESE22 (Adult Education Revolving Fund)	Adult Programs \$17-\$415 Children's Programs \$62-\$465 Music Lessons Range: \$480-\$905 Registration: \$10 (one per person, per semester)	No change recommended.		\$625,000 Estimate is based on last year's revenue for approximately 1,500 students. Instrumental Music Lessons are estimated at 200 students.
Staff Materials Fee Program/ Tuition 3105SE52 (School Tuition Revolving Fund)	Tuition: \$3,332 Discount Per Additional Child: 10%	Tuition: \$3,432 Discount Per Additional Child: 10%	Proposed 3% increase for FY25, based on prior discussions with Materials Fee staff liaisons. 3% rate for FY26 as well, to be revisited in FY27 based on A&F staff greater understanding of MF program.	\$600,000 approx. 200 students (based on prior year enrollment numbers)
Lost Books SE29 by location (School Book Recovery Revolving Fund)	Replacement cost if in print. Last known cost if not, funds then used to buy the updated version.	No change recommended.		At Cost

Program	FY24 Fees	FY25 Fee Recommendation	Notes	Estimated Revenue
Middle School Extramurals 3105SE46 (K-8 Athletics Revolving Fund)	7/8 Grade Basketball: \$104 7/8 Grade Volleyball: \$104	No change recommended.		\$21,216 Basketball: projecting 204 Students \$22,672 Volleyball: projecting 218 Students
Athletics 3105SE26 (School Athletics Revolving Fund)	High School Sport: \$300/season Uniform Late Fee: \$25/season Lost uniform/equipment: replacement cost	No change recommended.	In FY23 there was a general agreement this fee needs to be recalculated by Athletics/A&F, which has not yet occurred. Note: Estimated revenue reflects actual amounts collected in FY23.	\$455,000 Projecting 1,730 student seasons and 85% collection rate.
Summer school Programs (BHS) 3105SE28 (Summer School Revolving Fund)	2.5 Hour Class Brookline Resident \$415 maximum Non Resident \$465 maximum	No change recommended.		\$44,500 112 students last year
Visual Arts 3105SEH6 (Visual Arts Revolving Fund)	Photography \$50 per course Ceramics \$45 per course Metals \$45 per course Sculpture \$25 per course	No change recommended.		\$20,830 <u># of students</u> Photo 162 Ceramics 162 Metals 112 Sculpture 16 Total 452
Career and Technology Education 3105SEH7 (Culinary Arts Revolving Fund)	Culinary Program \$55 per course	No change recommended.		\$26,400 24 students per section x 20 sections = 480 students

Program	FY24 Fees	FY25 Fee Recommendation	Notes	Estimated Revenue
Tappan Green (BHS student-run restaurant) 3105SE27 (School Restaurant Revolving Fund)	Breakfast: \$3.25 - \$5.25 Premium Breakfast: \$6.25 - \$8.25 Lunch: \$6.20 - \$10.35	No change recommended.		\$145,000
Use of School Buildings 3105SE23 (Use of School Buildings Revolving Fund)	Please see attached fee schedule.	No change recommended.		\$318,360
Academic Testing Fees 3105SE17 (Academic Testing Revolving Fund)	\$20 - PreACT \$20 - PSAT \$97 per AP Exam	\$20 - Pre-ACT \$68 - ACT \$20 - PSAT \$98 per AP Exam	Set by the College Board, not PSB. Funds pass through for testing expenses.	\$ 3,400 (estimate 170 students) \$11,560 (estimate 170 students) \$10,000 (estimate 500 students) \$64,680 (estimate 660 students)


South Brookline Bus Service, Sevis International Tuition and China Exchange Program are currently fees paid by the Public Schools of Brookline, we do not currently collect revenue against them, and have removed them from this schedule.

FY25 Building User Fees

Building	Space	A/C	For Profit	PSB Partners other than Extended Days (BMS, Enrichment Programs)	20%	Schools for Children	40%	Non-Profit (Other)	65%	Town Depts	0%	PTO's	0%	Rate change Non-Profit FY19-FY25	Notes
BHS	Schluntz Gym		\$ 190	\$ 38		\$ 76		\$ 124		\$ -		\$ -		24%	
BHS	Tappan Gyms		\$ 190	\$ 38		\$ 76		\$ 124		\$ -		\$ -		24%	
BHS	Tappan Pavilion		\$ 190	\$ 38		\$ 76		\$ 124		\$ -		\$ -		24%	
BHS	Main Cafeteria/ Tappan Cafeteria (no Kitchen access)		\$ 140	\$ 28		\$ 56		\$ 91		\$ -		\$ -		21%	going from flat to hourly fee
BHS	Kitchen access (Flat fee & Food Service worker(s))		\$ 140	\$ 28		\$ 56		\$ 91		\$ -		\$ -		21%	
BHS	STEM Commons	yes	\$ 130	\$ 26		\$ 52		\$ 85		\$ -		\$ -			
BHS	Auditorium		\$ 190	\$ 38		\$ 76		\$ 124		\$ -		\$ -		24%	
BHS	MLK Room		\$ 110	\$ 22		\$ 44		\$ 72		\$ -		\$ -		20%	
BHS	22 Tappan Conference Room	yes	\$ 110	\$ 22		\$ 44		\$ 72		\$ -		\$ -			
BHS	Atrium		\$ 110	\$ 22		\$ 44		\$ 72		\$ -		\$ -		20%	
Lincoln	Auditorium (fixed seating)	yes	\$ 190	\$ 38		\$ 76		\$ 124		\$ -		\$ -		24%	
Pierce	Auditorium/ Multipurpose Room	yes	\$ 170	\$ 34		\$ 68		\$ 111		\$ -		\$ -		31%	
Pierce	Parking Garage (4 hour rental)		\$ 300	\$ 60		\$ 120		\$ 195		\$ -		\$ -		30%	
Ruffin Ridley	Parking Garage (4 hour rental)		\$ 300	\$ 60		\$ 120		\$ 195		\$ -		\$ -		30%	
Ruffin Ridley/ New Driscoll	Large Gym	yes	\$ 190	\$ 38		\$ 76		\$ 124		\$ -		\$ -			
Ruffin Ridley/ New Driscoll	Small Gym	yes	\$ 90	\$ 18		\$ 36		\$ 59		\$ -		\$ -			
Ruffin Ridley/ New Driscoll	Multi Purpose Room with Stage	yes	\$ 170	\$ 34		\$ 68		\$ 111		\$ -		\$ -		31%	
Ruffin Ridley/ New Driscoll	Music/ Band Practice Room	yes	\$ 40	\$ 8		\$ 16		\$ 26		\$ -		\$ -		73%	rate reflects removal of "no A/C option"
Elementary	Gym/Auditorium/Multi Purpose Room not otherwise listed		\$ 50	\$ 10		\$ 20		\$ 33		\$ -		\$ -		32%	
Elementary	Cafeteria		\$ 100	\$ 20		\$ 40		\$ 65		\$ -		\$ -			going from flat to hourly fee
All	Classroom	yes	\$ 50	\$ 10		\$ 20		\$ 33		\$ -		\$ -		32%	
All	Classroom	no	\$ 25	\$ 5		\$ 10		\$ 16		\$ -		\$ -		28%	
All	Half Classroom/ Small Room		\$ 15	\$ 3		\$ 6		\$ 10		\$ -		\$ -		43%	

Space rentals have a four hour minimum on weekends



PUBLIC SCHOOLS of
BROOKLINE 

FY25 Budget Budgetary Decision

March 28, 2024

Agenda

- Budget Journey
 - Reductions to Date
 - Options to Increase
 - Options to Balance
- Vote



FY25 Priorities

- Strategic Plan
- High-quality teaching and learning
- A foundation of equity
- Adequate time on learning
- Enhancing literacy for all

Town Budget Allocation Update

Initial Budget Proposal = \$138,642,989

Town Budget Allocation* = \$136,638,226

GAP \$ 2,004,763

*As of March 25, 2024 (\$224,805 increase from favorable Health Insurance rate)

Summary

Budget GAP

\$ 2,004,763

Additions (Consensus):

ELA Curriculum 19,157

High School Teachers (2) 160,396

Pierce Campus Split 138,680 318,233

Total Gap w/Additions \$ 2,322,996

Note: Also Discussed Winthrop House \$225,230

Reductions - Budget Adjustments

Account Description	Amount	Note
OAF - Tech/Prof Services	\$134,000	Cleaning Contract Reduction
OTL - Education/Training/Conf.	\$ 13,000	Shift Standards Conference to Title IIA grant
OEE - Education/Training/Conf.	\$ 13,997	Shift IDEAs Membership to Title IIA grant
OEE - Salary	\$ 44,000	Shift Equity Leads to Title IIA grant
OSS - Transportation	\$100,000	Bids Favorable
OSSC - Salary	\$109,055	BEU President's Salary Reimbursed

Total Adjustments \$414,052



Budget Gap

Total Gap w/Additions	\$ 2,322,996
Reductions - Budget Adjustments	<u>- 414,052</u>
New GAP	\$ 1,908,944

Budget Reductions - Prioritized

Location	Reduction	Amount
District-Wide	General Supplies & Online Subscriptions	220,000
Pierce	Staff-Campus Split - Only with alt. funding	138,680
OTL	Administrative (FTE - 1.5)	132,332
Elementary	K-5 World Language (FTE - 12.6)	1,079,213
Elementary	Literacy Coaches (FTE - 4)	432,655

Sub-Total

\$2,002,880

Note: Add Winthrop House only if Alternative Funding Source is Available



Budget Reductions - Prioritized

Location	Reduction	Amount
Elementary	Education Technology Specialist (FTE - 4)	419,589
BHS	Position(s) TBD	133,476

Sub-Total

\$553,065



VOTE

The PSB School Committee approves an FY25
Operating Budget of \$136,638,226.

Questions?



Activity to Date	3.28.24 Votes						
\$ (2,024,571)		gap presented 2.29.24					
\$ (160,396)		High School Teachers (2)	Items SC requested be added back 2.29.24				
		Winthrop House					
\$ (19,157)		ELA Curriculum Implementation					
\$ (138,680)		Pierce School Staffing					
\$ (2,342,804)		revised gap 2.29.24					
\$ 224,805		GIC adjustment	number received 3.18.24				
\$ (2,117,999)		starting gap 3.28.24					
\$ 100,000		Transportation Adjustment	Proposal to vote these consent-agenda-style 3.28.24				
\$ 109,055		BEU President Salary Reimb.					
\$ 220,000		Subscriptions Reduction					
\$ (1,688,944)		revised gap after consent agenda vote 3.28.24					
		Winthrop house	3.28.24 discussion and vote will focus on these (unless someone wants to move something from the proposed consent agenda down				
	\$ 438,680	Pierce Campus split		Grade Levels Reduced	FTE Reduction	Savings (using \$80,198 as FTE)	
\$ 132,332		OTL (1.5FTE)		K-2, 6 @ 3 days	8.6	\$689,703	
\$ 1,079,213	See right	World Language		K-3, 6 @ 3 days	10.9	\$874,158	
\$ 432,655		Literacy Coaches (4.0FTE)		K-4, 6 @ 3 days	12.2	\$978,416	
	\$ 449,589	EdTech Specialists (4.0FTE)		K-5, 6 @ 3 days	12.6	\$1,079,213 (Actual)	
\$ 44,744		BHS Positions TBD		K-5, 6 @ 5 days	10.6	\$850,099	
\$ -		gap after 3.28.24					

Section 1: Summarize your district's plan

Brookline (0046) Public School District - FY 2024 - Student Opportunity Act (SOA) Plan Submission - Rev 0

Your work will not automatically be saved. To save your progress, click 'Save And Go To' at the top of the page and choose either to stay on the Current Page or move to another section. Remember to save 1) before exiting GEM\$, and/or 2) before the system times out (after 60 minutes). Monitor 'Session Timeout' in the upper right corner for your remaining time before saving.

SECTION 1: SUMMARIZE YOUR DISTRICT'S PLAN

In this section, you will:

Write a brief executive summary of your three-year SOA plan. While this section is presented at the beginning of your plan, we recommend writing it after you have completed the other sections of your plan.

*** Please write 1-2 paragraphs summarizing your 3-year SOA plan.** Make sure the summary:

- Identifies the student groups you are targeting for accelerated improvement.
- Describes the selected Evidence-Based Programs your district will use to address the disparities in learning experiences and outcomes for these student groups.
- Explains at a high level the investments you plan to make and what will change in your district because of this plan.

The Public Schools of Brookline are focused on improving the educational outcomes of our low income Black and Latine students. This plan highlights our commitment to high quality instruction in English Language Arts through the purchase and implementation of high quality instructional materials in ELA for our learners in K-8. Over the course of the plan we will be engaged with the highly regarded New Teacher Center in using a Liberatory Design process to build an MTSS system to support our students academically and socially emotionally. We anticipate that our investments in this work will cost approximately \$1.7 million over the course of the three years.

Section 2: Analyze Your Data and Select Student Groups for Focused Support

Brookline (0046) Public School District - FY 2024 - Student Opportunity Act (SOA) Plan Submission - Rev 0

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SECTION 2: ANALYZE YOUR DATA AND SELECT STUDENT GROUPS FOR FOCUSED SUPPORT

In this section, you will:

- **Analyze district data** to identify significant disparities in learning experiences and outcomes among student groups using the Student Outcomes Comparison Tool or other summary data sources. After conducting an initial analysis to identify disparities, use additional sources of data, including other state and local outcomes data; instructional data; student, family, and community perspectives data; and systems-level data, to go deeper in your analysis and uncover why these disparities exist.
- **Select student groups** who will receive focused support within your SOA plan as a result of your data analysis findings.

*** In conducting your data analysis, where did you observe the most significant disparities in student learning experiences and outcomes? On which measures and for which student groups?**

There is significant discrepancies between the performance our Black and Latine students and our White and Asian students as measured by the MCAS. Black and Latine students who are not income scored approximately 8.5 percentage points behind their white and Asian peers on the ELA MCAS. The students' income status further enlarges the gap with White and Asian low income students out scoring their Black and Latine peers by 23 percentage points on the ELA MCAS.

The pattern remains for our students' performance on the math MCAS with our not Low Income White and Asian students outscoring their Black and Latine counterparts by 26.5 percentage points. Once again income widens the gap in math with White and Asian low income students outperforming their Black and Latine peers by 41 percentage points.

*** What does your deeper analysis (including the triangulation of multiple types of data) suggest are the best ways to address these disparities across student groups?**

The district will conduct an equity audit of all district systems and functions to identify additional symptoms and root causes of systemic inequities. PSB will partner with the New Teachers Center for a two year project centered on developing an MTSS structure with related professional development. We will embark

on this project to insure that our Tier 1 instruction is strong and that students are receiving the level of intervention that they need. We will also be working on a three year roll out of high quality instructional materials for ELA in grades K-8.

*** Based on your identification of the greatest disparities in outcomes, which student groups will require focused support for rapid improvement as you implement your evidence-based programs over the next three years? Select all that apply.**

Low-income, African American/Black, Hispanic or Latino

Clear

Search...

Select All/ Deselect All

☐ English learners

☐ Students with disabilities

☒ Low-income

☒ African American/Black

☐ American Indian or Alaskan Native

☐ Asian

☒ Hispanic or Latino

☐ Multi-Race, non-Hispanic or Latino

☐ Native Hawaiian or Pacific Islander

☐ White

Section 3: Set Ambitious Three-Year Targets for Improving Student Achievement

Brookline (0046) Public School District - FY 2024 - Student Opportunity Act (SOA) Plan Submission - Rev 0

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SECTION 3: SET AMBITIOUS THREE-YEAR TARGETS FOR IMPROVING STUDENT ACHIEVEMENT

In this section, you will:

- **Commit to adopting the three-year improvement target established by DESE with the option to develop additional three-year accelerated improvement targets.** DESE has established a three-year improvement target for each district to include in their SOA plans that focuses on rapidly improving the performance of the "Lowest Performing Students" group. This group, by definition, includes the students who currently have the lowest academic performance, and therefore need the most significant levels of support to reduce the disparities between their performance and that of their peers.
- This target will provide one streamlined measure to show districts' progress in improving performance across several priority student groups at the same time and will be tracked each year as part of districts' annual SOA progress updates. However, districts focusing on improving performance for a single student group may set an additional target for that student group aligned to DESE's accountability targets. *The composition of your district's "Lowest Performing Students" group can be accessed via the [security portal](#).*

☐ * Please confirm that your district will use DESE's three-year targets for increasing performance for the "Lowest Performing Students" group in ELA and math.

If applicable, propose additional three-year targets for addressing persistent disparities in achievement for one or more student groups by subject matter and grade level.

Section 4: Engage Families/Caregivers and other Stakeholders

Brookline (0046) Public School District - FY 2024 - Student Opportunity Act (SOA) Plan Submission - Rev 0

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SECTION 4: ENGAGE FAMILIES/CAREGIVERS AND OTHER STAKEHOLDERS

In this section, you will:

- **Describe your district's ongoing efforts** to engage families/caregivers, particularly those representing the student groups you have identified for targeted support, about how to best address their students' needs.
- **Describe the ways in which your district has engaged families/caregivers and other stakeholder groups** in the development of your SOA plan.
- **Confirm your district has engaged with specific stakeholders** in developing the plan as required by law.

*** Describe the approaches your district uses to regularly engage with families/caregivers. In your response, please be sure to address what steps you will be taking to meaningfully engage with families/caregivers of student groups you are targeting for accelerated improvement as this plan is implemented. A brief narrative and/or a bulleted list are acceptable.**

Our METCO and Steps to Success programs are designed to work with students from the identified subgroups. Through these programs we hold several family events as well as do individual family outreach via our social work staff that are part of these programs. In addition the superintendent has a council that consists of the parent leaders in our district that represent our PTOs, ELPAC and SEPAC families. We have a weekly newsletter that we share with the community at large that highlights what is happening in the district. Our schools also hold site council and PTO meetings. There is a significant overlap between our target groups and students that are performing well-below benchmark on our early literacy screener. In the area of ELA we have complied with the state mandate to notify families of students that have scored well below benchmark on our literacy screener. We have chosen to notify most families both verbally and in writing. These notifications have contained our current and future plans for improving the learning outcomes for these students.

*** How do you plan to measure increased family engagement with parents/caregivers of students in targeted groups in your district over the next three years? A brief narrative and/or a bulleted list are acceptable.**

- The district website will see an increase in traffic by 10% compared to the previous year
- The superintendent's newsletter, social media and other channels for community engagement and information access will see a year-on-year increase in engagement by 25%, and a year-on-year increase in subscribers/followers by 15%
- 90% of district caregivers will report satisfaction with district communication via parent survey

*** Describe the ways in which you engaged different stakeholder groups in the development of your three-year SOA Plan. How have you integrated the perspectives of those groups into the three-year plan? How will you continue to engage stakeholders throughout the implementation of your plan? A brief narrative and/or a bulleted list are acceptable.**

The three year SOA plan is closely related to our three year District Strategic Plan that we completed this winter. Families, caregivers, and staff were involved in the process of creating the strategic plan and gave voice to what our initiatives should be. We have provided multiple drafts of the strategic plan and opened the plan up for critique and comments from the entire Brookline community via a survey where they could identify their own priorities for the school and rank order those in the plan so we were sure to be including what was of most value to our community,

☐ *** By checking this box, I affirm that my district engaged with the following stakeholder groups in the development of this plan as required by law: parents/caregivers, special education and English learner parent advisory councils, school improvement councils, and educators in the school district.**

☐ *** By checking this box, I confirm that my district's school committee voted to approve the Student Opportunity Act Plan.**

*** Date of school committee vote:**



Section 5: Select Evidence Based Programs to Address Disparities in Outcomes

Brookline (0046) Public School District - FY 2024 - Student Opportunity Act (SOA) Plan Submission - Rev 0

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SECTION 5: SELECT EVIDENCE-BASED PROGRAMS TO ADDRESS DISPARITIES IN OUTCOMES

In this section, you will:

- **Review the Strategic Objectives table** (*Please see Pages 10-13 of SOA Plan Guidance Materials*).
- **Select one to three Focus Areas** your district will prioritize to improve student learning experiences and outcomes for student groups identified in your data analysis.
- **For each Focus Area, select one or more Evidence-Based Programs (EBPs)** from the DESE-provided EBPs list.
- **Answer additional questions about each EBP you select**, including questions about resource allocation and the metrics you will use to monitor implementation (these metrics will serve as leading indicators; districts will also measure progress each year through the lowest-performing student group target).

Select one or more EBPs from up to three of the ten Focus Areas.

- To select an EBP and reveal the associated questions, check the box alongside it.
- Complete the questions related to each of your selected EBPs (* indicates a required question).
- The Commissioner's "priority EBP's" are noted with a plus sign (+).
- Be sure to allow this page to fully load before selecting EBPs.

FOCUS AREA 1.1 Promote students' physical and mental health and wellness in welcoming, affirming, and safe spaces

- ☐ ☐ EBP 1.1A Integrated Services for Student Wellbeing
- ☐ ☐ EBP 1.1B Enhanced Support for SEL and Mental Health
- ☐ ☐ EBP 1.1C Positive School Environments

FOCUS AREA 1.2 Implement a multi-tiered system of supports (MTSS) that helps all students progress both academically and in their social,

emotional, and behavioral development

☒ ☐ EBP 1.2A Effective Student Support System

☒ ☒ EBP 1.2B Comprehensive Tiered Supports

*** Provide a short description of what your district has in place now related to this EBP and what you anticipate will be in place by the conclusion of the plan's implementation (by June 2027).**

- **Include details such as the specific programs that will be in place, staff that will be hired, and/or PD that will be offered.**
- **Explain how this EBP will improve learning experiences and outcomes for the student groups identified in Section 2. This could include how support for these groups may differ from district-wide implementation efforts.**

Public Schools of Brookline (PSB) will engage in a three year process with the New Teacher Center (NTC). Through this work, we will use the modes of the Liberatory Design model and AIR's Science of Learning and Development Alliance Design Principles for Schools Planning Tool to ensure that Optimal Learning Ecosystems are in place.

Specifically, this work will support:

Positive Developmental Relationships in Environments Filled With Safety and Belonging.

Rich Learning Experiences and Knowledge Development That Foster the Development of Skills, Mindsets, and Habits

Integrated Support Systems That Are Strengths-Based and Support Personalized and Collective Intervention

Through this engagement, NTC and PSB will work together to address challenges related to equity that might serve as barriers to the Optimal Learning Ecosystem by focusing on the following processes and outcomes:

Develop an MTSS program. The NTC Professional Learning Systems (PLS) team will support Brookline in the development of their Multi-Tiered System of Support program to address the needs of all PK-12th grade students in the Public Schools of Brookline system.

The PLS team will support the development of both the Academic and Non-Academic (Behavioral & Social Emotional) Student Support Systems that will not only satisfy state requirements but will center on equity to provide all PSB students' needs.

Liberatory Design Process. The NTC PLS team will take PSB through the Liberatory Design process to help them identify, prioritize, and successfully address equity opportunities and

challenges present in district systems. The PLS team will guide the PSB team through multiple rounds of the process to identify, develop, and implement changes to create the

Optimal Learning Ecosystem that creates the conditions for the Optimal Learning Community and Optimal Learning Environment to exist.

Capacity Building & Policy Support. The NTC PLS team will facilitate PSB team members in building their capacity to continue and replicate the process to address equity challenges and opportunities as they arise after the time that the NTC team has concluded their work. Prior to the end of our three-year engagement, the PLS team will support the PSB team with developing policy changes and the applicable process to have new policies approved and adopted.

To launch this partnership, in Winter 2023/24, Public Schools of Brookline and NTC will engage in a needs assessment process. Through this process, NTC will explore the district's existing:

- 1) policies, structures and interdependencies and their impact on the Optimal Learning Environment for students and educators;
- 2) equity challenges that impact student learning and overall education experiences;
- 3) systems and processes that may be limiting the effectiveness of district initiatives, professional learning, and resources.

Below are inquiry questions that NTC proposes as a starting point for understanding the current state of policies and practices:

What is PSB's short and long-term vision for the development of the MTSS program?

How is PSB engaging families and communities in this vision, specifically for students of color and METCO students?

How is PSB currently thinking about coherence and alignment while still honoring teacher autonomy?

*** Which schools will be impacted by these efforts (answer can be district-wide)?**

District-wide

\$ *** What is the anticipated amount of funding that will be allocated to this EBP for the next three years (FY25 + FY26 + FY27), across all funding sources? Total included should be cumulative.**

*** Describe the anticipated allocation of funds to this EBP in more detail.**

These funds will be expended to fund the District's partnership with NTC to complete the work as outlined above. The partnership is approximately \$60,000 per year over the course of three years.

*** Which budget foundation categories (G.L. c. 70) will be included in this anticipated annual allocation?**

Professional Development, Instructional Materials, Equip., and Tech., Pupil Services, Other

Clear

Search...

Select All/Deselect All

☐ Administration

☐ Instruction Leadership

☐ Classroom & Specialist Teachers

☐ Other Teaching Services

☒ Professional Development

☒ Instructional Materials, Equip., and Tech.

☐ Guidance and Psychological

☒ Pupil Services

☐ Operations and Maintenance

☐ Employee Benefits/Fixed Charges

☐ SPED Tuition

☒ Other

*** What metrics will your district use to monitor progress in this EBP?**

Each Child Study Team (CST) will report out on the percentage of Black/African American and Latine students that are referred for special education services. These data will be evaluated to look for decreases in disproportionality, if they exist

At CST meetings 95% of referring educators will identify at least 3 new strategies that they have implemented as a result of professional learning regarding Multi-tiered System of Support (MTSS). A MTSS also includes enrichment opportunities

Student growth percentiles in ELA and Math for Black/African American and Latine students will reach a minimum score of 56

FOCUS AREA 1.3 Develop authentic partnerships with students and families that elevate their voices and leadership in decision-making and connect them to their communities

☒ ☐ EBP 1.3A Diverse Approaches to Meaningful Communication

☒ ☐ EBP 1.3B Students and Families as Valued Partners

FOCUS AREA 2.1 Select and skillfully implement high-quality and engaging instructional materials that support culturally and linguistically sustaining practices and foster deeper learning

☒ ☒ EBP 2.1A Inclusive Curriculum Adoption Process

*** Provide a short description of what your district has in place now related to this EBP and what you anticipate will be in place by the conclusion of the plan's implementation (by June 2027).**

- Include details such as the specific programs that will be in place, staff that will be hired, and/or PD that will be offered.
- Explain how this EBP will improve learning experiences and outcomes for the student groups identified in Section 2. This could include how support for these groups may differ from district-wide implementation efforts.

We will use the IMplementMA process for choosing and evaluating an ELA program for students in grades K-8. We are currently partnering with HILL for Literacy to conduct our needs assessment as part of our Learn and Prepare Phase. Over the summer and at the beginning of the 24-25 school year we will move into the Investigate and Select phase of the process. Our hope would be to Launch in the Spring and summer of 2025 with implementation and monitoring for grades K-2 in the 25-26 school year. The anticipated budget is for the purchase of new materials over the course of three years.

Having high quality curriculum materials can result in the equivalent of over a half a year of learning for students and can lessen the difference between having a novice and veteran teacher. We believe that by having these high quality materials we can begin to narrow the opportunity gap for our low income students and students of color.

*** Which schools will be impacted by these efforts (answer can be district-wide)?**

Baker, Hayes, Pearce, Florida Ruffin Ridley, Lawrence, Lincoln, Driscoll, Runkle

\$ *** What is the anticipated amount of funding that will be allocated to this EBP for the next three years (FY25 + FY26 + FY27), across all funding sources? Total included should be cumulative.**

*** Describe the anticipated allocation of funds to this EBP in more detail.**

The use of these funds will be to establish and compensate our curriculum council to do the work. It will also allow us to purchase HQIM in ELA for Grades K-8.

*** Which budget foundation categories (G.L. c. 70) will be included in this anticipated annual allocation?**

Professional Development, Instructional Materials, Equip., and Tech.

Clear

Search...

Select All/Deselect All

☐ Administration

☐ Instruction Leadership

☐ Classroom & Specialist Teachers

☐ Other Teaching Services

☒ Professional Development

☒ Instructional Materials, Equip., and Tech.

- ☐ Guidance and Psychological
- ☐ Pupil Services
- ☐ Operations and Maintenance
- ☐ Employee Benefits/Fixed Charges
- ☐ SPED Tuition
- ☐ Other

*** What metrics will your district use to monitor progress in this EBP**

- 80% of our students will be at or above benchmark on our early literacy Screener
- Student growth percentiles in ELA for Black/African American and Latine students will reach a minimum score of 56
- The percentage of Black/African American and Latine students who Meet or Exceed expectations as measured by the MCAS will increase by 3 percentage points over the previous year.
- Successful adoption of a new literacy program with a phased implementation plan.

- ☒ ☐ EBP 2.1B Supporting Curriculum Implementation
- ☒ ☐ EBP 2.1C Comprehensive Approach to Early Literacy+
- ☒ ☐ EBP 2.1D Early Literacy Screening and Support+

FOCUS AREA 2.2 Use the MTSS process to implement academic supports and interventions that provide all students, particularly students with disabilities and multilingual learners, equitable access to deeper learning

- ☒ ☐ EBP 2.2A Effective Use of WIDA Framework
- ☒ ☐ EBP 2.2B High Leverage Practices for Students with Disabilities
- ☒ ☐ EBP 2.2C Collaborative Teaching Models
- ☒ ☐ EBP 2.2D Targeted Academic Support and Acceleration+

FOCUS AREA 2.3 Reimagine the high school experience so that all students are engaged and prepared for post-secondary success

- ☒ ☐ EBP 2.3A Authentic Postsecondary Planning
- ☒ ☐ EBP 2.3B High-Quality Pathways and Programs+

FOCUS AREA 2.4 Develop a coherent and holistic range of programming that is responsive to the needs and interests of diverse learners

- ☒ ☐ EBP 2.4A Expanded Access to Pre-Kindergarten+
- ☒ ☐ EBP 2.4B Extended Learning Time
- ☒ ☐ EBP 2.4C Effective Programming for Multilingual Learners
- ☒ ☐ EBP 2.4D Diverse Enrichment Opportunities

FOCUS AREA 3.1 Develop an increased and robust pipeline of diverse and well-prepared educators and leaders

- ☒ ☐ EBP 3.1A Intentional Hiring Systems
- ☒ ☐ EBP 3.1B Enhanced Pathways to Increase Diversity+
- ☒ ☐ EBP 3.1C Educator Preparation Partnerships

FOCUS AREA 3.2 Create the conditions to sustain and retain diverse and effective staff, particularly those who entered the field through alternative pathways

- ☒ ☐ EBP 3.2A Inclusive School Communities
- ☒ ☐ EBP 3.2B Retention Support Programs
- ☒ ☐ EBP 3.2C Pathways for Professional Growth and Leadership

FOCUS AREA 3.3 Implement opportunities for all staff to engage in a cycle of continuous improvement, utilizing effective teaming structures

- ☒ ☐ EBP 3.3A Resource Allocation Aligned to Student Success
- ☒ ☐ EBP 3.3B Support for Effective Team Practices
- ☒ ☐ EBP 3.3C Collaborative Labor-Management Partnerships

SECTION J

STUDENTS

8. Student Code of Conduct

(Voted 6/15/70, #70-309; 3/8/71, #71-99; 1/17/77, #77-25; 6/11/85, #85-250; 4/8/86, #86-141; 2/28/89, #89-91; 4/27/89, #89-195; 10/27/92, #92-444; 2/27/03, #03-12; 12/14/13, #13-12; 9/18/14, #14-62; 3/12/15, #15-15; 1/31/19, #19-14: *replaced Conduct and Discipline Policy*)

STUDENT CODE OF CONDUCT

Philosophy	2
Guiding Principles	2
Students in Grades PreK-2	3
Disproportionality	3
School-Based Rules	3
Alternatives to Exclusions	4
Tiered Interventions and Consequences	4
Investigations of Disciplinary Incidents	5
Role of Brookline Police Department	5
Academic Progress	6
Students with Disabilities	6
Non-Discrimination/Civil Rights and Bullying	7
Staff Training	7
Community Involvement	8
Suspensions and Expulsions of Students	8
Tobacco and Paraphernalia	8
Distribution of Policy	9
Reporting and Review	9
Appendix A - Code Implementation and Behavior Matrix	10
Relevant Factors in Making Discipline Decisions	10
Intervention Levels	11
Behavior Matrix	13
Appendix B - Definitions	16
Appendix C - Suspensions and Expulsions of Students	20
1. Section 37H Offense Procedures (Expulsions and Suspensions)	20

2. Section 37H ½ Offense Procedures (Expulsions and All Suspensions)	22
3. Section 37H ¾ Offense Procedures for All Suspensions EXCEPT In-School Suspensions of 10 Days or Fewer	25
4. Emergency Removal (All Offenses)	30

Philosophy

The Public Schools of Brookline (PSB) is committed to providing every student with a safe, secure learning environment in which they can thrive. Consistent with the PSB core values of High Achievement for All, Educational Equity, and Respect for Human Difference, this policy is designed to guide expected student behavior based on a general code of conduct and based upon respect for others, respect for self, and respect for property. We believe all students have the right to be treated fairly, courteously and respectfully; to bring complaints to the school Principal or staff for resolution; to tell their side of the story; and to freely express their opinions. All students have a right to a high-quality education. Similarly, all students have the responsibility to not disrupt the educational process or impose upon, endanger, or deprive others of their rights to a high-quality education.

We recognize that our schools provide a unique opportunity for learning and growth related to student behavior. We believe in preventive and positive approaches to discipline and in responding with interventions and consequences aimed at addressing the causes of misbehavior, resolving conflicts, and meeting students’ needs and keeping students in school. When there is a breach of conduct, the Brookline School Committee believes it paramount that the school response emphasizes learning over punishment, and that it be conducted in a way that calls the student’s attention to his or her responsibility for self-discipline and helps the student exercise sounder judgment in the future. We believe in resolving conflicts by every means short of exclusion from school. The purpose of discipline must be to understand and address the causes of behavior to resolve conflicts, while teaching new skills and repairing the harm done, restore relationships and reintegrate students into the school community. In addition, particular attention and intervention support shall be provided to vulnerable families and students at risk of being excluded from school.

We believe it is the responsibility of all school staff, students, families, and the community to contribute to a school community that promotes a safe, secure, and learning environment. Preventive and positive discipline is a shared responsibility for students, administrators, teachers, families, and the community.

Guiding Principles

The goal of the Code of Conduct is to teach students to behave in ways that contribute to academic achievement and school success, and to support a school environment where students and staff are responsible and respectful. We seek to ensure that students remain connected to the learning environment and school community. To that end, we strongly believe in proactive practices with the aim of maximizing learning time in the classroom for all students. We recognize and value the teacher’s pivotal role in creating classroom environments that are conducive to engaged learning. Successful, positive conduct is guided by the following principles:

- Effective and engaging instruction, positive school climate, and classroom management are the foundation of effective discipline.
- School discipline is best accomplished by preventing misbehavior before it occurs, and using effective interventions after it occurs.

- School safety and academic success are formed and strengthened when all school staff and personnel build positive relationships with students and are actively engaged in their lives and learning.
- All school staff should promote high standards of behavior by teaching, modeling, and monitoring behavior, and by fairly and consistently correcting misbehavior as necessary.
- School discipline that is paired with meaningful instruction and guidance offers students an opportunity to learn from their mistakes and contribute to the school community, and is more likely to result in getting the student re-engaged in learning.
- Effective school discipline maximizes the amount of time students spend learning and minimizes the amount of time students are removed from their classrooms due to misbehavior.

Students in Grades PreK-2

The Brookline Early Education Program provides a positive, nurturing environment for the District's youngest learners. Exclusionary discipline removes our youngest students, who have the most to learn about social and behavior skills, from the environment that supports their social, emotional and academic growth. As such, out of school suspensions in early childhood programs, grades PK-2, are limited to conduct that causes physical harm or poses a direct threat to the health and safety of students or educators, and requires the approval of the Superintendent or his/her designee.

Disproportionality

While overly harsh school discipline policies can affect all students, national surveys indicate that they may disproportionately impact students of color and students with disabilities. Black, Latinx/Hispanic, and Native American students, in particular, may be more likely to be suspended, expelled, and arrested than their white peers, even for the same behavior. The surveys indicate that students of color also tend to receive harsher punishments than their peers for the same offenses. Federal civil rights data shows students with disabilities have been disproportionately disciplined (e.g., suspensions and expulsions) in K-12 public schools.

This District therefore is committed to ensuring that discrimination or bias that may present barriers to success for our students plays no role in the disciplinary process.

All staff members are specifically charged with being aware of the impact of their actions on students from racial and ethnic groups or other protected classes that national surveys indicate have historically been over-represented among those students who are suspended, expelled, referred to alternative schools, arrested, or referred to law enforcement. The District shall evaluate any evidence that punitive measures may be used disproportionately against students of any protected class and, if confirmed by such evidence, shall take appropriate corrective action.

It is the Policy of the School Committee to abide by all laws applicable to student discipline, including, but not limited to, Massachusetts General Laws Chapter 71, §§ 37H, 37H ½, and 37H ¾, constitutional due process and other requirements of the federal and state constitutions, laws and regulations. School staff should consult the applicable statutes and the regulations of the Massachusetts Department of Elementary and Secondary Education (DESE), 603 Code of Massachusetts Regulations (CMR) 53, and/or Town Counsel's Office as appropriate for further guidance.

School-Based Rules

This Code of Conduct establishes uniform rules and procedures to be followed throughout the Public Schools of Brookline in disciplinary actions, including non-exclusionary, positive and

preventative approaches to student discipline. Any school-based rules related to discipline must be consistent with this Code of Conduct.

Alternatives to Exclusions

We prioritize building strong and positive relationships within the school community. We want all individuals to feel respected and valued, and value others. As such, it is important that our responses to misconduct convey our value for building and maintaining relationships and mutual respect for ourselves and others. We believe in resolving conflicts by every means short of exclusion from school. We understand the research that demonstrates exclusionary discipline can be ineffective and harmful.

The purpose of discipline must be to understand and address the harm caused, while teaching new skills and repairing the harm done, restore relationships and reintegrate students into the school community. In every case of student misconduct for which suspension or expulsion may be considered, a Principal shall exercise discretion in deciding the consequence(s) for the offense while ensuring opportunities for student to remain engaged in learning while maintaining the safety of the school community. The District will make every reasonable effort to support students in learning the skills necessary to enhance a positive school environment and avoid future harm.

Please reference the amended language of M.G.L. c. 71, s. 37H ¾, effective 11/08/2022, as described more fully in the Principal's Hearing Procedures section on page J##.

Tiered Interventions and Consequences

We believe that student discipline practices work best when they are instructive, not punitive, and that the purpose of discipline must be to understand and address the causes of behavior to resolve conflicts, while teaching new skills and repairing the harm done in order to restore relationships and rebuild community.

Our approach is based upon a framework of progressive responses. There should be a gradient of interventions and consequences that range in severity proportional to the behavior, while also addressing the need for restoration and skill building at every level. While some behaviors may warrant exclusionary disciplinary, the aim should always be to prioritize minimizing the length of time a student is out of the learning environment.

Further, we believe that intervention is most effective when the educator working most directly with students intervenes in the way they believe will most effectively support the student.

Below is a description of different levels of intervention offered and parties involved:

- Level 1 interventions should be implemented by the teacher working most closely with the student.
- Level 2 interventions include teacher, student, and parent/guardian.
- Level 3 interventions involve teacher, student, parent/guardian, and support staff. Often times, Level 3 interventions will involve specialized training and expertise from support staff such as a guidance counselor, school psychologist, or Board Certified Behavior Analyst (BCBA), to name a few.
- Level 4 interventions include the addition of an administrator as these interventions typically require an increased level of authority.
- Interventions at Level 5 involve administrative level referral and the potential for exclusion from school.

In every case the Principal or designee shall determine the appropriate intervention or consequence based on the specific facts and circumstances. For specifics on the types of intervention strategies and responses to specific behaviors, please refer to Appendix B.

In accordance with the Public Schools of Brookline Wellness Policy (effective July 1, 2018), teachers and other school personnel will not use physical activity or withhold opportunities for physical education or activity (e.g., recess) as consequence. The denial of recess will not be used as a punishment or discipline unless the student's removal from recess has been determined as appropriate by the school Principal and communicated with the parent.

Please reference the amended language of M.G.L. c. 71, s. 37H ¾, effective 11/08/2022, as described more fully in the Principal's Hearing Procedures section on page J##.

Investigations of Disciplinary Incidents

Upon notification of a report of a disciplinary offense the Principal shall promptly; (1) notify the parents of the involved students within the confines of student confidentiality protections as outlined by the Massachusetts student record regulations and/or FERPA, and (2) review submitted incident report, and (3) conduct and conclude an investigation within five (5) school days, unless circumstances, such as witness availability, require a longer period. If a longer period is required to complete an investigation, all impacted parents will be notified.

The details of the PSB's procedures pertaining to reports of disciplinary violations are set out in the PSB's disciplinary procedures and supporting templates.

If the report of a conduct violation involves student(s) from another school, the Principal shall promptly notify the appropriate administrator of the other school so that both may take appropriate action. In that instance, the administrators shall agree on which one should supervise the investigation.

Confidentiality shall be used to the greatest extent permitted by law to protect a person who reports disciplinary offense or retaliation, who provides information during an investigation, or who is a witness.

The Principal shall document and maintain a file of all reports of disciplinary and subsequent investigations, and disciplinary determinations. A quarterly report shall be provided to the Superintendent.

The Superintendent shall inform the School Committee periodically of any trends or implications of these reports in order to give the School Committee the opportunity to review and amend this policy. No such report by the Superintendent shall convey information about specific identifiable students.

Students may be subject to discipline for violations even if that conduct occurs on property not owned or controlled by the district, or outside of school hours. This is if the conduct is connected to activities or incidents that have occurred on property owned, or controlled by, the district or conduct that affects that school environment.

Role of Brookline Police Department

Our schools strive to only involve law enforcement for educational and supportive purposes. The Brookline Police Department (BPD), through its School Resource Officers (SROs), offers educational programming to our students as well as behavioral health and de-escalation support

for students in crisis. At times, situations may necessitate the involvement of the Brookline Police Department for other purposes. At any point after receiving a report of an incident, the Principal shall immediately notify the BPD if there is a reasonable basis to believe that criminal charges may be pursued or if the conduct is reasonably believed to put persons at risk of harm, including the student in question. Such notification will be made after consultation with the Superintendent. The Principal shall document the reasons for the decision to notify law enforcement if such notification is made.

This District seeks to avoid the unnecessary criminalization of our students; as such, police will be involved in situations when it is reasonably believed to be necessary to protect the physical safety of students, staff, or other persons in the community, or appropriate to address criminal behavior of persons other than students.

Academic Progress

Any student who is suspended, expelled, or removed on an emergency basis shall have the opportunity to earn credits and make up assignments, tests, papers, and other school work as needed to make academic progress during the period of his or her removal from the classroom or school.

The Principal shall develop a school-wide education service plan describing the education services that the school district will make available to students who are expelled or suspended from school for more than ten (10) consecutive days. The plan shall include the process for notifying such students and their parents of the services and arranging such services. Education services shall be based on, and be provided in a manner consistent with, the academic standards and curriculum frameworks established for all students under the law.

Any student who is given a long-term suspension or expulsion shall have an opportunity, through the school-wide education service plan, to receive education services and make academic progress toward meeting state and local requirements.

For each student who is given a long-term suspension or expulsion, whether in-school or out-of-school, the school district shall document the student's enrollment in education services. For data reporting purposes, the school shall track and report attendance, academic progress, and such other data as directed by the Department of Elementary and Secondary Education.

In addition to the provisions detailed above, students with disabilities are afforded all the protections relating to discipline to which they are entitled under applicable law, including but not limited to, Individuals with Disabilities in Education Act (IDEA), 20 U.S.C. § 1415(k), and implementing regulations, 34 CFR 300.530-537, the Rehabilitation Act, Section 504, and the Massachusetts special education law, Massachusetts General Laws Chapter 71B, and implementing regulations, 603 CMR 28.

Students with Disabilities

The Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act provide eligible students with certain procedural rights and protections in addition to those given to their general education peers in the context of student discipline. These protections are to prevent interruptions of their educational placement and receipt of mandated services.

When a student with a disability displays inappropriate behavior which may be a violation of the code of conduct this may indicate a need for an immediate IEP and/or 504 team meeting with a discussion of behavioral supports which should be included in the child's IEP and/or 504

Plan. This is especially true when the student displays inappropriate behavior on a regular basis or when the behavioral incidents may result in suspensions or other disciplinary measures that exclude the student from accessing curriculum.

If a student displays inappropriate behavior despite having an IEP and/or 504 Plan that includes behavioral supports, this may indicate that the behavioral supports in the IEP and/or 504 Plan are not being appropriately implemented, or that the behavioral supports in the IEP and/or 504 Plan are not appropriate for the student.

In these situations, the IEP and/or 504 Team shall meet to determine whether the current IEP and/or 504 should be amended to ensure that the interventions and supports in the IEP and/or 504 can be implemented, or whether the behavioral interventions and supports that are currently in place should be revised.

If a student with a disability is attending a school outside the PSB system pursuant to an out-of-district placement, that student shall be subject to the out-of-district school's discipline policies during their attendance and not to the discipline policies of the PSB.

Non-Discrimination/Civil Rights and Bullying

School district staff responsible for implementing this policy shall do so without discrimination based on ethnicity, race, color, religion, national origin, ancestry, gender identity, sexual orientation, age, or disability¹.

Student misconduct may violate not only a school's code of conduct, but also (1) one or more federal civil rights statutes, including Title VI (discrimination on the basis of race, color, or national origin), Title IX (discrimination on the basis of sex), or Section 504 (discrimination on the basis of disability), and analogous Massachusetts statutes and/or (2) Massachusetts statutes which prohibit bullying and hazing.

Any misconduct alleging violations of Title VI/IX and disability statutes will be investigated in accordance with the *PSB Policy Against Discrimination, Sexual Harassment and Retaliation* (J40). Allegations of bullying behaviors, including cyber-bullying, will be investigated in accordance with the *PSB Bullying Prevention Policy* (J46). In all instances where violations are confirmed, discipline shall be administered in accordance with the standards and procedures set forth in this Policy.

Staff Training

Every school within the District shall make an appropriate annual allocation of professional development time to training in classroom management, conflict resolution, and non-punitive approaches to discipline in order to ensure that the disciplinary program in each school is effective and that relevant policies and procedures are equitably applied. In addition to behavioral supports for students with disabilities, it may also be necessary, and consistent with IDEA requirements, to provide training to school personnel which is appropriate to address the behavioral needs of students with disabilities.

Every school within the District shall determine a time and method to provide all staff with training regarding the District's Code of Conduct. Such training shall occur annually and, for employees hired after the school year begins, within a month of their employment.

¹ MGL Chapter 76 Section 5

Community Involvement

Meaningful parent, student, and community involvement in the creation and application of school and district policy is essential for building effective schools with positive and inclusive learning environments. As such, parents, students, and community members should have input in the development of discipline rules for their school and classrooms, subject to the requirements and limitations of applicable law. Ultimately the development of such rules is the sole responsibility of the schools' administrations and the school district.

Suspensions and Expulsions of Students

The use of measures that remove students from the classroom, such as in-school/out-of-school suspensions, expulsions, and referrals to alternative schools, should be minimized. These punitive measures may result in the loss of valuable instructional time, damage to relationships, and should be reserved for infractions that cannot be appropriately or adequately addressed through other interventions and disciplinary responses. Please see Appendix C for more information.

Tobacco and Paraphernalia

It is unlawful for any person, including any student, enrolled in either primary or secondary public schools in Massachusetts, to use tobacco or any tobacco product on school grounds, within school buildings, school facilities, or on school buses, as indicated in M.G.L. c. 71, s. 2A. Possession or use of tobacco or any tobacco product including any tobacco delivery systems is a violation of the Code of Conduct.

The definition of "tobacco product" encompasses vaping devices, electronic tobacco/nicotine delivery products, and any component, part or accessory of a tobacco product or any item that has been modified for the purpose of vaporization or aerosolization. Students are not permitted to possess or use these products, even if they are empty or do not actually contain tobacco, on school grounds, within school buildings, school facilities, or on school buses. Examples of tobacco products include:

- Vaporizers
- Electronic Cigarettes
- Electronic Pipes

Additionally, in accordance with the Town of Brookline's Tobacco Control By-law, Article 8.23, students and school personnel are not permitted to smoke on school grounds and within 400 feet of any Brookline school building.

The District values the health and well-being of all of its students. Thus, if students are found in possession of tobacco and/or nicotine-related products, the Principal or designee will prioritize working with the student and parent/guardian to understand the cause of possession, educate all involved, and develop a plan for abuse prevention education, if deemed necessary. School responses can include a range of consequences, including but not limited to notification to and discussion with parent/guardian and student, exclusion from school, and referral to the Brookline Substance Abuse Prevention Program's Tobacco Education Program (TEP), for high school students. The TEP program consists of one education and assessment meeting with the student and a parent/guardian. Parents/guardians are given the option to sign their student up for additional sessions, and will be given information about additional resources.

Distribution of Policy

The District shall distribute a copy of this policy to all students and their parents in a language they can understand. It shall also be posted on the district website and be accessible in each school main office for parent/staff reference.

Reporting and Review

In order to ensure equitable implementation of this policy, the Office of Student Services shall keep records of all disciplinary actions, including relevant demographic data on students involved in any action reported under this policy. This data shall be regularly reviewed by the Superintendent to provide constructive feedback on the policy and PSB practice, and a summary shall be made available to the School Committee

Appendix A - Code Implementation and Behavior Matrix

The purpose of this section is to support all educators, teachers in particular, in implementation of the Code. As you utilize this appendix, keep in mind the following principles set forth in the Code:

- We prioritize building positive relationships with students. All students need caring adults in their lives. All want to be a positive member of a community
- Relationships should be at the center of corrective action, with all other strategies seen as tangents. Rather than asking, “What’s the consequence that will fix the problem?” better to ask, “Is there a consequence that might be part of how we help this student?” This approach is especially important for the most vulnerable students; students with the most chaos and trauma in their lives - those who make us angriest - are the least likely to benefit from harsh punishments.¹
- We believe in preventive and positive corrective response and so seek to understand and address the causes of behavior to resolve conflicts while teaching new skills and repairing harm done, restore relationships, and reintegrate students into the school community.
- We believe in resolving conflicts by every means short of an exclusion from school.

There should be a gradient of interventions and consequences that range in severity proportional to the behavior, while also addressing the need for restoration and skill building at every level. While some behaviors may warrant exclusionary discipline, the aim should always be to prioritize minimizing the length of time a student is out of the learning environment.

Below is a description of different levels of intervention offered and parties involved:

- Level 1 interventions should be implemented by the teacher working most closely with the student.
- Level 2 interventions include teacher, student, and parent/guardian.
- Level 3 interventions involve teacher, student, parent/guardian, and support staff. Often times, Level 3 interventions will involve specialized training and expertise from support staff such as a guidance counselor, school psychologist, Board Certified Behavior Analyst (BCBA), or vice Principal to name a few.
- Level 4 interventions include the addition of an administrator as these interventions typically require an increased level of authority.
- Interventions at Level 5 involve administrative level referral and the potential for exclusion from school.

In every case the Principal shall determine the appropriate intervention or consequence based on the specific facts and circumstances.

Relevant Factors in Making Discipline Decisions

When choosing consequences for students’ misbehavior, teachers, administrators, and staff must consider the following factors:

- Age, health, and disability or special education status of the student;
- Relationship of academic performance and behavior;

¹ “Getting Consistent with Consequences”, <http://www.ascd.org/publications/educational-leadership/sept18/vol76/num01/Getting-Consistent-with-Consequences.aspx>

- Student's prior conduct and record of behavior;
- Student's attitude;
- Student's willingness to repair the harm;
- Seriousness of the offense and the degree of harm caused; and
- Impact of the incident on overall school community

Intervention Levels

The list of response options is not exhaustive or exclusive. In every case, the teacher working most closely with student in collaboration with the Principal or designee shall determine the appropriate level of intervention based on the specific facts and circumstances.

LEVELS OF INTERVENTIONS	RESPONSE OPTIONS
LEVEL ONE implemented by the teacher working most closely with the student	<ul style="list-style-type: none"> ● Teacher/Student Conference ● Reminders and Redirection ● (Re)Teaching of Expectations and Skills ● Reflective Essay or Other Reflective Activity ● Independent Study ● Role-Play ● Restorative Practices (Circle, Group Conferencing, Dialogue)
LEVEL TWO includes teacher, student, and parent/guardian	<ul style="list-style-type: none"> ● Any Lower-Level Interventions ● Parent/Guardian Outreach ● Inclusionary Time-Out with re-entry plan to re-engage with learning community ● Seat Change ● Self-Charting of Behaviors ● Daily Report Card on Behavior Task Completion, and Achievement ● Loss Of Privileges (e.g., class job, position in line, exclusion from extra activities)
LEVEL THREE involves specialized training and expertise from support staff such as a guidance counselor, school psychologist, Board Certified Behavior Analyst (BCBA), or vice Principal, etc	<ul style="list-style-type: none"> ● Any lower-level Interventions ● Student/Teacher/Parent Conference ● Referral to Support Staff (e.g. guidance counselor, social worker, psychologist, school resource officer, or nurse) ● Referral to CST/SIT ● Short-term Behavioral Progress Reports ● Behavioral Intervention Plan ● Change in Schedule/Class ● Referral to After-School Program ● Community Service ● Mentoring Program ● Peer Mediation ● Functional Behavioral Assessment ● Exclusionary Time-Out

	<ul style="list-style-type: none"> • Referral to School-based Health/Mental Health Clinics • Referral to Community-Based Services • Mini-Course/Training (e.g., conflict resolution, anger management, social skills) • Substance Abuse Treatment Services • Amendment to IEP (if applicable)
LEVEL FOUR includes the addition of an administrator as these interventions typically require	<ul style="list-style-type: none"> • Any Lower-Level Interventions • Detention • Saturday Detention² • Opportunity to reset the day • Restitution, replace, recompense
LEVEL FIVE involves administrative level referral and the potential for exclusion from school	<ul style="list-style-type: none"> • Any Lower-Level Interventions • In-School Suspension – 1 to 3 days, with re-entry plan to re-engage with learning community • Out-of-School Suspension - 1 to 10 days (may be extended as necessary), with re-entry plan to re-engage with learning community • Mobile crisis support (i.e., BEST) • Interim Alternative Education Setting • Recommendation for Expulsion • Referral to Law Enforcement

² Except where such detention conflicts with a student's religious beliefs or practices.

Behavior Matrix

The matrix below is a guide for administrators when determining the appropriate level of intervention. Schools retain the right to determine the appropriate level of intervention based on the facts and circumstances of each case. Those working with student(s) should determine plan to monitor student response to interventions and when additional interventions are necessary. The list of behaviors is not exhaustive or exclusive. In every case, the teacher working most closely with student in collaboration with the Principal or designee shall determine the appropriate level of intervention based on the specific facts and circumstances.

INAPPROPRIATE OR DISRUPTIVE BEHAVIOR	INTERVENTION				
	1	2	3	4	5
Academic Dishonesty (e.g. cheating or plagiarizing, forgery)	✓	✓	✓	✓	
Alcohol					
- Under the influence, Using, Selling, or Possession			✓	✓	✓
Assault or Battery					
- Simple Assault: Attempt to cause serious physical harm to another individual, or causing individual to be in fear or apprehension of imminent battery				✓	✓
- Simple Battery: Unauthorized or unlawful use of force to the body of another person.					
- Assault with a Weapon or Battery Causing Serious Injury					✓
Bullying: Repeated use by one or more students or staff of a written, verbal, or electronic expression, or a physical act or gesture or any combination thereof, directed at a target that					
- causes physical or emotional harm to the target or damage to the target's property; and/or					
- places the target in reasonable fear of harm to him/herself, or of damage to his/her property; and/or			✓	✓	✓
- creates a hostile environment at school for the target; and/or					
- infringes on the rights of the target at school; and/or					
- materially and substantially disrupts the education process or the orderly operation of a school.					
Bus Disruptions					
- Minor disruption on the Bus (e.g. eating, drinking; being too loud, standing, throwing objects from the bus)	✓	✓	✓		
- Serious, repeated disruption on the Bus				✓	
Classroom Disruption (e.g. talking out in class or talking out of turn, throwing objects, and other behavior that distracts from student learning)	✓	✓	✓		
Defiance of Authority and/or Insubordination (e.g. non-violent/non-physical, talking back to school staff, failure to follow directions, failure to respond to school staff questions or requests, refusal to participate in classroom activities, etc.)	✓	✓	✓		
Disrespectful Behavior	✓	✓	✓		

(e.g. verbal insults or put-downs, including the use of profane or offensive language; picking on, bothering, teasing, or distracting other students; making inappropriate gestures or comments; and other behavior that is rude or disrespectful)					
False Activation of a Fire Alarm				✓	✓
Fighting					
- Physical Aggression (e.g., pushing and shoving)	✓	✓	✓	✓	
- More Serious Fighting (may include incidents involving minor injuries and repeated physical aggression)				✓	✓
Gambling: Playing a game for money or other stakes		✓	✓	✓	
Hallway Misbehavior. Running, Making Excessive Noise or Loitering	✓	✓	✓		
Harassment: continuous pattern of intentional behavior based on race, ethnicity, gender identity, sexual orientation, disability, national origin, ancestry, age, or religion against members of the school community		✓	✓	✓	✓
Illegal Drugs, Controlled Substances, Tobacco Products (including vaporizers and electronic delivery systems, marijuana/cannabis)					
- Under the Influence, Using, or Possessing, including paraphernalia			✓	✓	✓
- Selling					✓
Giving False Information to, or Misleading School Personnel	✓	✓	✓		
Portable Electronic Devices Use at Unauthorized Times	✓	✓	✓	✓	
Property Damage					
- Intentional Damage or Defacement of Another Person's or School Property (less than \$50)		✓	✓	✓	
- Intentional Damage or Defacement of Another Person's or School Property (more than \$50)				✓	✓
Sexually-Based Behaviors					
- Sexual activity ³	✓	✓	✓	✓	
- Sexual Harassment (e.g. unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal, written, or physical conduct of a sexual nature)				✓	✓
- Sexual Assault					✓
Tardiness					
- Persistent or Excessive Tardiness to Class/School	✓	✓	✓	✓	
Theft					
- Less than \$50	✓	✓	✓	✓	
- Greater than \$50				✓	✓

³ To the extent that sexual activity occurs on property owned, or controlled, by the district or conduct that affects that school environment.

Trespassing (Level 5 interventions may only be used when a student has entered onto school property without permission and then refused to leave school property upon request)			✓	✓	✓
Unauthorized Use of School Equipment	✓	✓	✓		
Unexcused Absence from School due to class cutting or skipping school	✓	✓	✓		
Weapons, Firearms, and Explosives				✓	✓
- Bringing or Possessing Fireworks				✓	✓
- Igniting Fireworks				✓	✓
- Bringing, Possessing, or Using Other Explosives (non-fireworks)				✓	✓
- Threat or False Report related to Explosives				✓	✓
- Bringing, Possessing, or Using Firearms				✓	✓
- Bringing or Using Other Deadly Weapons				✓	✓
- Possessing Other Deadly Weapons				✓	✓

Appendix B - Definitions

- **Detention:** The supervised retention of students beyond the regular school schedule when a teacher requests that the student show improvement of behavior resulting from violation of the school rules and/or student code of conduct.
- **Disciplinary offense:** any alleged or determined disciplinary infraction by a student,
 - **Section 37H offense** means conduct in the nature of that addressed by Massachusetts General Laws Chapter 71, Section 37H, which occurs on school premises or at school-sponsored or school-related events, including athletic contests, namely, (1) possession of a dangerous weapon (including, but not limited to, a gun or a knife), (2); possession of a controlled substance as defined in Massachusetts General Laws Chapter 94C (including, but not limited to, marijuana/cannabis, cocaine, or heroin), and (3) assault on a member of the educational staff.
 - **Section 37H ½ offense** means conduct in the nature of that addressed by Massachusetts General Laws Chapter 71, Section 37H ½, namely, conduct that is the subject of a felony charge or conviction or a felony delinquency charge or conviction if the Principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school.
 - **Section 37H ¾ offense** means all conduct other than that specifically addressed by Massachusetts General Laws Chapter 71, §§ 37H and 37H ½, including, but not limited to, bullying, hazing, discrimination, and harassment .
- **Emergency removal** means the temporary removal of a student from school when student is charged with a disciplinary offense and the continued presence of the student poses a danger to persons or property, or materially and substantially disrupts the order of the school, and, in the Principal's judgment, there is no alternative available to alleviate the danger or disruption. *See appropriate* Section below for specific criteria and procedures applicable to emergency removals. A temporary removal shall not exceed two school days (see the complete definition at CMR 53.07). Students with disabilities may be afforded additional rights.
- **Exclusionary Time-Out:** an intervention that should be reserved for use only when students are displaying behaviors which present, or potentially present, an unsafe or overly disruptive situation in the classroom. In such circumstances, the student may either ask to leave the classroom, or the student may be directed to a separate setting for the purpose of helping the student to calm. The space used for time-out must be clean, safe, sanitary, and appropriate for the purpose of calming. Unless it poses a safety risk, a staff member must be physically present with the student who is in an **exclusionary** time-out setting. If it is not safe for the staff member to be present with the student, the student may be left in the time-out setting with the door closed. However, in order to ensure that the student is receiving appropriate support, a school counselor or other behavioral support professional must be immediately available outside of the time-out setting where the individual can continuously observe and communicate with the student as appropriate to determine when the student has calmed. Students must never be

locked in a room. For students displaying self-injurious behavior, a staff member must be physically present in the same setting with the student. Exclusionary time-out must end when the student has calmed.

- **Expulsion:** the removal of a student from the school premises, regular classroom activities, and school activities for more than 90 school days, indefinitely, or permanently, as permitted under M.G.L. c. 71, § 37H or 37H1/2. Students with disabilities may be afforded additional rights.
- **Incident Report:** Any time a student is involved in behavior that requires the intervention of any additional staff, or is removed from the classroom, and at other times at the discretion of school administrator, an incident report will be completed and shared with the student's parents as soon as practicable. Students with disabilities may be afforded additional rights.
- **Inclusionary Time-Out:** when the student is removed from positive reinforcement or full participation in classroom activities while remaining in the classroom. The use of **inclusionary** time-out functions well as a behavior support strategy while allowing the student to remain fully aware of the learning activities of the classroom. **Inclusionary** time-out includes practices used by teachers as part of their classroom behavior support tools, such as "planned ignoring," asking students to put their heads down, or placing a student in a different location within the classroom (this does not include walled off "time-out" rooms located within the classroom; use of those is considered to be an **exclusionary** time-out -see *exclusionary time-out* definition). These strategies, used to reduce external stimuli in the student's environment while keeping the student physically present and involved in learning, have proven to be useful tools for classroom management.
- **In-school suspension:** removal of a student from regular classroom activities, but not from the school premises, for no more than ten (10) consecutive school days, or no more than ten (10) school days cumulatively for multiple infractions during the school year. Removal solely from participation in extracurricular activities or school-sponsored events, or both, shall not count as removal in calculating school days. In-school suspension for ten (10) days or less, consecutively or cumulatively during a school year, shall be considered a short-term suspension. If a student is placed in in-school suspension for more than ten days, consecutively or cumulatively during a school year, such suspension shall be deemed a long-term suspension for due process, appeal, and reporting purposes. Students with disabilities may be afforded additional rights.
- **Long-term suspension:** removal of a student from the school premises and regular classroom activities for more than ten consecutive school days, or for more than ten school days cumulatively for multiple disciplinary offenses in any school year. For Section 37H ³/₄ offenses, such suspensions shall be for no more than ninety (90) school days in any school year. Removal solely from participation in extracurricular activities or school-sponsored events, or both, shall not count as removal in calculating school days. No long-term suspension shall extend beyond the end of the school year in which such suspension is imposed.
- **Manifestation determination:** The district must conduct a manifestation determination if a student with a disability will be removed for more than 10 consecutive school days, or when multiple shorter suspensions for similar reasons

add to ten days. The manifestation determination must determine if the conduct in question was "caused by, or had a direct and substantial relationship to, the child's disability...or was a direct result of [PSB's] failure to implement the IEP." Note that an "in-house" suspension may be considered a change in placement if it otherwise meets the criteria.

- **Parent:** for the purposes of this policy, "parent" means a student's father, mother, or legal guardian, or person or agency legally authorized to act on behalf of the student in place of or in conjunction with the father, mother, or legal guardian.
- **Positive Behavior Interventions and Supports (PBIS):** a set of ideas and tools that schools use to improve the behavior of students. PBIS uses evidence and data-based programs, practices and strategies to frame behavioral improvement in terms of student growth in academic performance, safety, behavior, and establishing and maintaining positive school culture. PBIS addresses the needs of at-risk students as well as the multi-leveled needs of all students in regards to behavior, which creates an environment for both teaching and learning to occur in schools
- **Restorative Practices:** a set of formal and informal responses to harms large and small after they occur. In keeping with restorative practices' respect for human dignity, participation in any restorative practice must entirely voluntary. The fundamental premise of restorative practices is that people are happier, more cooperative and productive, and more likely to make positive changes when those in authority do things with them rather than to them or for them. Restorative Justice asks three questions: 1) What was the harm caused to both the individual and the community? 2) Who is responsible for causing the harm and making things right? 3) How can the harm be repaired and relationships restored to the greatest extent possible? Restorative practices focus on how to build connection between individuals and achieve social discipline through participatory learning and decision-making. The use of restorative practices in schools helps to improve human behavior, develop and maintain relationships, explore learning opportunities, and teach leadership and personal accountability.
- **Time-Out:** See *inclusionary time-out* and *exclusionary time-out*.
- **Tobacco Product:** A product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, electronic cigarettes, electronic cigars, electronic pipes, electronic nicotine delivery systems or any other similar products that rely on vaporization or aerosolization; provided, however, that "tobacco product" shall also include any component, part or accessory of a tobacco product; and provided further, that "tobacco product" shall not include a product that has been approved by the United States Food and Drug Administration for the sale of or use as a tobacco cessation product and is marketed and sold exclusively for the approved purpose.
- **School Wide Education Service Plan:** the document developed by a Principal, in accordance with Massachusetts General Laws Chapter 76, Section 21, which includes a list of education services available to students who are expelled or who are suspended from school for more than ten (10) consecutive days.

- **Short-term suspension:** the removal of a student from the school premises and regular classroom activities for ten consecutive school days or less. Removal solely from participation in extracurricular activities or school-sponsored events, or both, shall not count as removal in calculating school days.

Appendix C - Suspensions and Expulsions of Students

The use of measures that remove students from the classroom, such as in-school/out-of-school suspensions, expulsions, and referrals to alternative schools, should be minimized. These punitive measures may result in the loss of valuable instructional time, damage to relationships, and should be reserved for infractions that cannot be appropriately or adequately addressed through other interventions and disciplinary responses.

Disciplinary offense under M.G.L. c. 71, § 37H or 37H½ means one or more of the following alleged or determined disciplinary infractions:

- (a) possession of a dangerous weapon;
- (b) possession of a controlled substance (including, but not limited to, marijuana/cannabis, cocaine, or heroin);
- (c) assault on a member of the educational staff; and
- (d) a felony charge or felony delinquency complaint or conviction, or adjudication or admission of guilt with respect to such felony, if a Principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school, as provided in M.G.L. c. 71, § 37H or 37H½.

1. Section 37H Offense Procedures (Expulsions and Suspensions)

- a. Except in cases of emergency removal, the following procedures shall be used. Students are entitled to constitutional due process and to the procedural protections set forth in Section 37H.
 - 1. Notice Procedures: Prior to suspending or expelling a student on the basis of a Section 37H offense, the student and parent must be notified orally and in writing of:
 - a. the charge(s);
 - b. the basis for the charge(s);
 - c. the opportunity for a hearing before the Principal
 - d. the opportunity at the Principal's hearing to receive an explanation of the evidence, an opportunity to explain the circumstances and/or dispute the charge(s), and an opportunity to present information, including mitigating facts, that the Principal should consider;
 - e. the right to counsel at his/her expense at the Principal's hearing; and
 - f. the right to present witnesses and evidence at the Principal's hearing.

The Principal shall provide oral and written notice in English and in the primary language of the home if other than English, or other means of communication where appropriate.

- b. Principal's Hearing Procedures: Disciplinary hearings regarding an alleged Section 37H offense shall be conducted in a manner that affords students all of the procedural protections outlined above ("Notice"). Students and parents have the right to interpreter services at the hearing if needed to participate. In

addition, with regard to contemplated long-term suspensions students have the following additional rights:

1. the right to review the student's record and the documents upon which the Principal may rely;
 2. the right to confront and cross-examine witnesses against him/her; and
 3. the right to a recording of the hearing.
- c. Consequences: After said hearing, the Principal may, in his/her discretion, decide to suspend or expel a student who has been determined to have committed a Section 37H offense, subject to this Policy.
- d. Notification of Principal's Decision:
1. Determinations of Short-Term Suspension
The Principal shall notify the student and parent of the determination and the reasons for it, and, if the student is suspended, the type and duration of suspension and the opportunity to make up assignments and such other school work as needed to make academic progress during the period of removal (see Section H below.) The determination shall be in writing and may be in the form of an update to the original written notice.
 2. Determinations of Long-Term Suspension or Expulsion
The Principal shall send a written determination to the student and parent by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or other method of delivery agreed to by the Principal and the parent. If the Principal decides to suspend the student, the written determination shall:
 - a. Identify the disciplinary offense, the date on which the hearing took place, and the participants at the hearing;
 - b. Set out the key facts and conclusions reached by the Principal;
 - c. Identify the length and effective date of the suspension, as well as a date of return to school;
 - d. Include notice of the student's opportunity to receive education services to make academic progress during the period of removal from school. The notice shall include a list of the specific education services that are available to the student and contact information for a school district staff member who can provide more detailed information. The notice shall be made in both English and in the primary language spoken in the student's home if other than English, or other means of communication where appropriate;
 - e. In the event the Principal has expelled a student, inform the student of the right to appeal the Principal's decision to the Superintendent. Notice of the right of appeal shall be in English and the primary language of the home if other than English, or other means of communication where appropriate, and shall include the following information stated in plain language:

- the process for appealing the decision, including that the student or parent must file a written notice of appeal with the Superintendent within ten days of the expulsion.

- e. Appeal to Superintendent (Expulsions Only): Any student who has been expelled from the PSB pursuant to these provisions shall have the right to appeal to the Superintendent, however, any expulsion shall remain in effect unless and until the Superintendent decides to reverse the Principal's determination on appeal:
1. The expelled student shall have ten (10) days from the date of expulsion in which to notify the Superintendent of his/her appeal. The appeal hearing shall take place within a reasonable time following receipt of the notice of appeal.
 2. The student shall have the right to counsel at the hearing
 3. The subject matter of the appeal shall not be limited solely to a factual determination of whether the student has violated any provisions of Section 37H.
 4. The Superintendent shall issue a written decision within five (5) calendar days of the hearing that is as described with respect to Principals' written determinations regarding long-term suspensions and expulsions above. If translation of the decision into the primary language spoken in the student's home is required, such translation shall be provided as soon as reasonably possible, but shall not be subject to the 5 calendar day deadline. The decision of the Superintendent shall be the final decision of the school district.

2. Section 37H ½ Offense Procedures (Expulsions and All Suspensions)

- a. Except in cases of emergency removal, the following procedures shall be used. Students are entitled to constitutional due process and to the procedural protections set forth in Section 37H ½
1. Notice Procedures: Prior to suspending or expelling a student on the basis of a
 - a. Section 37H ½ charge, the student must be notified orally and in writing of:
 - b. the charge(s);
 - c. the basis for the charge(s);
 - d. the opportunity for a hearing before the Principal
 - e. the opportunity at the Principal's hearing to receive an explanation of the evidence. an opportunity to explain the circumstances and/or dispute the charge(s); and an opportunity to present information, including mitigating facts, that the Principal should consider;
 - f. the right to counsel at his/her expense at the Principal's hearing; and
 - g. the right to appeal a suspension or expulsion decision to the Superintendent, if the student notifies the Superintendent in writing

of his/her request for an appeal no later than 5 calendar days following the effective date of the suspension.

For contemplated expulsions and out-of-school suspensions: the Principal shall provide oral and written notice in English and in the primary language of the home if other than English, or other means of communication where appropriate.

b. Principal's Hearing Procedures: Disciplinary hearings regarding alleged Section 37H ½ offenses shall be conducted in a manner that affords students all of the procedural protections outlined above ("Notice"). Students and parents have the right to interpreter services at the hearing if needed to participate. In addition, with regard to contemplated suspensions of more than ten (10) days, students have the following additional rights:

1. the right to review documents;
2. the right to confront and cross-examine witnesses against him/her;
3. and the right to a recording of the hearing.

c. Consequences: After said hearing, the Principal may, in his/her discretion, decide to suspend (in the case of a felony charge or conviction, or a felony delinquency charge or conviction) or expel (only in the case of a felony conviction, or felony delinquency conviction) a student who has been determined to have committed a Section 37H ½ offense if the Principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school, subject to Section B of this Policy. A student shall not be suspended or expelled except on the basis of substantial evidence.

d. Notification of Principal's Decision:

1. Determinations of Short-Term Suspension

The Principal shall notify the student and parent of the determination and the reasons for it, and, if the student is suspended, the type and duration of suspension and the opportunity to make up assignments and such other school work as needed to make academic progress during the period of removal. The determination shall be in writing and may be in the form of an update to the original written notice.

2. Determinations of Long-Term Suspension or Expulsion

The Principal shall send a written determination to the student and parent by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or other method of delivery agreed to by the Principal and the parent. If the Principal decides to suspend the student, the written determination shall:

- a. Identify the disciplinary offense, the date on which the hearing took place, and the participants at the hearing;
- b. Set out the key facts and conclusions reached by the Principal;

- c. Identify the length and effective date of the suspension, as well as a date of return to school;
- d. Include notice of the student's opportunity to receive education services to make academic progress during the period of removal from school. The notice shall include a list of the specific education services that are available to the student and contact information for a school district staff member who can provide more detailed information. The notice shall be made in both English and in the primary language spoken in the student's home if other than English, or other means of communication where appropriate;
- e. Inform the student of the right to appeal the Principal's decision to the Superintendent. Notice of the right of appeal shall be in English and the primary language of the home if other than English, or other means of communication where appropriate, and shall include the following information stated in plain language:
 - i. the process for appealing the decision, including that the student or parent must file a written notice of appeal with the Superintendent within five calendar days of the effective date of suspension; and that
 - ii. the suspension will remain in effect unless and until the Superintendent decides to reverse the Principal's determination on appeal.

e. Appeal to Superintendent:

Any student who has been suspended or expelled from the PSB pursuant to these provisions shall have the right to appeal to the Superintendent, however, the student's suspension or expulsion shall remain in effect pending the appeal.

- The student must request an appeal in writing no later than 5 calendar days following the effective date of the suspension/expulsion.
- The Superintendent must hold a hearing with the student and parent within 3 calendar days of the student's request.
- The procedures applicable to Principal's hearings for contemplated expulsions or long-term suspensions are applicable to the Superintendent's appeal hearing.
- The student has the right to counsel at his/her own expense at the appeal hearing.
- The student has the right to present oral and written testimony at the appeal hearing.
- The Superintendent shall issue a written decision within five (5) calendar days of the hearing that is as described with respect to Principals' written determinations regarding long-term suspensions and expulsions above. If translation of the decision into the primary language spoken in the student's home is required, such translation shall be provided as soon as reasonably possible, but shall not be subject to the 5 calendar day deadline. The Superintendent may overturn or alter the decision, including

recommending an alternate education program. The decision of the Superintendent shall be the final decision of the school district.

3. Section 37H ¾ Offense Procedures for All Suspensions EXCEPT In-School Suspensions of 10 Days or Fewer

a. Except in cases of emergency removal, the following procedures shall be used.

- i. **Notice Procedures:** A Principal shall provide both oral and written notice to the student and the parent in English and in the primary language of the home if other than English, or other means of communication where appropriate. Written notice to the parent may be made by hand delivery, first-class mail, certified mail, email to an address provided by the parent for school communications, or any other method of delivery agreed to by the Principal and parent. The notice shall set forth in plain language:
 1. the disciplinary offense;
 2. the basis for the charge;
 3. the potential consequences, including the potential length of the student's suspension;
 4. that a hearing will be held to afford the student the opportunity to dispute the charges and to present the student's explanation of the alleged incident, and that the parent/guardian may attend and participate in the hearing;
 5. the date, time, and location of the hearing;
 6. the right of the student and the student's parent to interpreter services at the hearing if needed to participate;
 6. if the student may be placed on long-term suspension following the hearing with the Principal;
 7. the rights set forth in 603 CMR 53.08 (3)(b); and
 8. the right to appeal the Principal's decision to the Superintendent.

The Principal shall make reasonable efforts to notify the parent orally of the opportunity to attend the hearing. To conduct a hearing without the parent present, the Principal must be able to document reasonable efforts to include the parent. The Principal is presumed to have made reasonable efforts if the Principal has sent written notice and has documented at least two attempts to contact the parent in the manner specified by the parent for emergency notification.

b. **Principal's Hearing Procedures:** Students and parents have the right to interpreter services at the hearing if needed to participate. In addition, Principal's Hearings are subject to the following required procedures.

- **Contemplated Short-Term Suspensions**
 - (1) The Principal shall discuss the disciplinary offense, the basis for the charge, and any other pertinent information.

(2) The student also shall have an opportunity to present information, including mitigating facts, that the Principal should consider in determining whether other remedies and consequences may be appropriate.

(3) The Principal shall provide the parent, if present, an opportunity to discuss the student's conduct and offer information, including mitigating circumstances, that the Principal should consider in determining consequences for the student.

- Any principal, head of school, superintendent, or person acting as a decision-maker at a student meeting or hearing, when deciding the consequences for the student, shall consider ways to re-engage the student in the learning process: and shall not suspend or expel a student until alternative remedies have been employed and their use and results documented, following and in direct response to a specific incident or incidents, unless specific reasons are documented as to why such alternative remedies are unsuitable or counter-productive, and in cases where the student's continued presence in school would pose a specific, documentable concern about the infliction of serious bodily injury or other serious harm upon another person while in school. Alternative remedies may include, but shall not be limited to: (i) mediation; (ii) conflict resolution; (iii) restorative justice; and (iv) collaborative problem solving. The principal, head of school, superintendent or person acting as a decision-maker shall also implement school- or district-wide models to re-engage students in the learning process which shall include but not be limited to: (i) positive behavioral interventions and supports models and (ii) trauma sensitive learning models; provided, however that school- or district-wide models shall not be considered a direct response to a specific incident.⁴

- Contemplated Long-Term Suspensions

The student shall have all of the rights enumerated in Section b above ("Short-Term Suspensions"). In addition, the student shall be afforded the following protections:

- (1) In advance of the hearing, the opportunity to review the student's record and the documents upon which the Principal may rely in making a determination to suspend the student or not;
- (2) The right to be represented by counsel or a lay person of the student's choice, at the student's/parent's expense;

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⁴ Amended language of M.G.L. c. 71, s. 37H ¾, effective 11/08/2022.

- (3) The right to produce witnesses on his or her behalf and to present the student's explanation of the alleged incident, but the student may not be compelled to do so;
- (4) The right to cross-examine witnesses presented by the school district;
- (5) The right to request that the hearing be recorded by the Principal, and to receive a copy of the audio recording which will be provided to the student or parent upon request. If the student or parent requests an audio recording, the Principal shall inform all participants before the hearing that an audio record will be made and a copy will be provided to the student and parent upon request.

- c. Consequences: After said hearing, based on the available information (including mitigating circumstances), and subject above, the Principal may decide to suspend a student who has been determined to have committed a Section 37H ³/₄ offense.
- d. Notification of Principal's Decision:
 - Determinations of Short-Term Suspension
 - (1) The Principal shall notify the student and parent of the determination and the reasons for it, and, if the student is suspended, the type and duration of suspension and the opportunity to make up assignments and such other school work as needed to make academic progress during the period of removal. The determination shall be in writing and may be in the form of an update to the original written notice.
 - (2) If the student is in a preschool program or in grades K through 3, the Principal shall, before the short-term suspension takes effect, send a copy of the written determination to the Superintendent and explain the reasons for imposing an out-of-school suspension. PSB policy for suspensions of students in PK-2 requires the approval of the Superintendent or his/her designee.
 - Determinations of Long-Term Suspension or Expulsion
 - (1) The Principal shall send a written determination to the student and parent by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or other method of delivery agreed to by the Principal and the parent. If the Principal decides to suspend the student, the written determination shall:
 - (a) Identify the disciplinary offense, the date on which the hearing took place, and the participants at the hearing;
 - (b) Set out the key facts and conclusions reached by the Principal;

(c) Identify the length and effective date of the suspension, as well as a date of return to school;

(d) Include notice of the student's opportunity to receive education services to make academic progress during the period of removal from school. The notice shall include a list of the specific education services that are available to the student and contact information for a school district staff member who can provide more detailed information. The notice shall be made in both English and in the primary language spoken in the student's home if other than English, or other means of communication where appropriate

(e) Inform the student of the right to appeal the Principal's decision to the Superintendent. Notice of the right of appeal shall be in English and the primary language of the home if other than English, or other means of communication where appropriate, and shall include the following information stated in plain language:

- the process for appealing the decision, including that the student or parent must file a written notice of appeal with the Superintendent within five calendar days of the effective date of suspension; and that
- the suspension will remain in effect unless and until the Superintendent decides to reverse the Principal's determination on appeal.

(2) If the student is in a public preschool program or in grades K through 3, the Principal shall, before the suspension takes effect, send a copy of the written determination to the Superintendent and explain the reasons for imposing an out-of-school suspension.

e. Appeal to Superintendent (Long-term Suspension Only): Any student who has been placed on long-term suspension or expelled from the PSB pursuant to these provisions shall have the right to appeal to the Superintendent; however, the student's suspension or expulsion shall remain in effect pending the appeal.

- i. *Time to File Appeal*. The student or parent shall file a notice of appeal with the Superintendent within five calendar days of the effective date of the long-term suspension; provided that within the five calendar days, the student or parent may request and receive from the Superintendent an extension of time for filing the written notice for up to seven additional calendar days. If the appeal is not timely filed, the Superintendent may deny the appeal, or may allow the appeal in his or her discretion, for good cause.
- ii. *Time for Superintendent's Appeal Hearing*. The Superintendent shall hold the hearing within three school days of the student's request, unless the student or parent requests an extension of up to seven additional calendar days, in which case the Superintendent shall grant the extension.

- iii. *Superintendent's Written Notice of Appeal Hearing and Good Faith Effort to Accommodate parent's Schedule.* The Superintendent shall make a good faith effort to include the parent in the hearing. The Superintendent shall be presumed to have made a good faith effort if he or she has made efforts to find a day and time for the hearing that would allow the parent and Superintendent to participate. The Superintendent shall send written notice to the parent of the date, time, and location of the hearing.
- iv. *Appeal Hearing/Audio Recording.* The Superintendent shall conduct a hearing to determine whether the student committed the disciplinary offense of which the student is accused, and if so, what the consequence shall be. The Superintendent shall arrange for an audio recording of the hearing, a copy of which shall be provided to the student or parent upon request. The Superintendent shall inform all participants before the hearing that an audio record will be made of the hearing and a copy will be provided to the student and parent upon request.
- v. *Student Rights.* The student shall have all the rights afforded the student at the Principal's hearing for long-term suspensions under section b, above. The student must request an appeal in writing no later than 5 calendar days following the effective date of the suspension/expulsion.
 - The Superintendent must hold a hearing with the student and parent within 3 calendar days of the student's request.
 - The procedures applicable to Principal's hearings for contemplated expulsions or long-term suspensions are applicable to the Superintendent's appeal hearing.
 - The student has the right to counsel at his/her own expense at the appeal hearing.
 - The student has the right to present oral and written testimony at the appeal hearing.

The Superintendent shall issue a written decision within five (5) calendar days of the hearing that is as described with respect to Principals' written determinations regarding long-term suspensions and expulsions above. If translation of the decision into the primary language spoken in the student's home is required, such translation shall be provided as soon as reasonably possible, but shall not be subject to the 5 calendar day deadline. The Superintendent may overturn or alter the decision shall:

- Identify the disciplinary offense, the date on which the hearing took place, and the participants at the hearing;
 - Set out the key facts and conclusions reached by the Superintendent; including recommending an alternate education program;
 - Include notice of the student's opportunity to receive education services to make academic progress during the period of removal from school (*see* section f below)
- vi. *Consequences.* If the Superintendent determines that the student committed the disciplinary offense, the Superintendent may impose the

same or a lesser consequence than the Principal, but shall not impose a suspension greater than that imposed by the Principal's decision.

- f. Finality: The decision of the Superintendent shall be the final decision of the school district.

4. Emergency Removal (All Offenses)

- A Principal may remove a student from school temporarily when a student is charged with a disciplinary offense and, in the Principal's judgment, the continued presence of the student in school would have a substantial detrimental effect on the general welfare of the school (in 37H and 37H ½ offenses) or poses a danger to persons or property, or materially and substantially disrupts the order of the school, and, in the Principal's judgment, there is no alternative available to alleviate the danger or disruption (in 37H ¾ offenses). The Principal may take this step only after adequate provisions have been made for the student's safety and transportation.
- Principal shall immediately notify the Superintendent in writing of the removal including a description of the danger or disruption presented by the student.
- The temporary removal shall not exceed two (2) school days following the day of the emergency removal, during which time the Principal shall:
 - (a) Make immediate and reasonable efforts to orally notify the student and the student's parent of the emergency removal, the reason for the need for emergency removal, and the other matters set forth in 603 CMR 53.06(2);
 - (b) Provide written notice to the student and parent as provided in 603 CMR 53.06(2);
 - (c) Provide the student an opportunity for a hearing with the Principal that complies with 603 CMR 53.08(2) or (3), as applicable, and the parent an opportunity to attend the hearing, before the expiration of the two (2) school days, unless an extension of time for hearing is otherwise agreed to by the Principal, student, and parent.
 - (d) Render a decision orally on the same day as the hearing, and in writing no later than the following school day, which meets the requirements of 603 CMR 53.08(2)(c) and (d) or (3)(c) and (d), as applicable. If translation of the decision into the primary language spoken in the student's home is required, such translation shall be provided as soon as reasonably possible, but shall not be subject to the applicable deadline for written decision.

