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RECORD OF A MEETING OF THE BROOKLINE SCHOOL COMMITTEE ON **MONDAY JULY 8, 2024** AT 6:00 PM, REMOTE VIA ZOOM. STATUTORY NOTICE OF THIS MEETING WAS FILED WITH THE TOWN CLERK.

*School Committee Members present:* Dr. Andreas Liu (Chair), Ms. Suzanne Federspiel (Vice Chair), Ms. Helen Charlupski, Dr. Steven Ehrenberg, Ms. Valerie Frias (remote), Dr. Jesse Hefter, Ms. Mariah Nobrega, and Ms. Carolyn Thall.

*School Committee Members absent:* Sarah Moghtader.

*Staff present:* Dr. Linus Guillory, Superintendent; Diane Johnson, Director of Finance; Karen King, Interim Director of Operations.

Dr. Liu called the meeting to order at 6:00 PM.

**1. ADMINISTRATIVE BUSINESS**

**a. Consent Agenda**

**ACTION 24-72**

On a motion of Dr. Liu, and seconded by Dr. Ehrenberg, the School Committee VOTED UNANIMOUSLY, by roll call, with 7 in favor (Dr. Liu, Ms. Federspiel, Ms. Charlupski, Dr. Ehrenberg, Ms. Frias, Dr. Hefter, and Ms. Thall), 0 opposed, and 0 abstentions, (Ms. Nobrega was not present for the vote), to approve the following items:

- i. Past Records: June 26, 2024 School Committee Meeting

**2. SCHOOL COMMITTEE ACTIONS**

**a. Discussion and Possible Vote on Reserve Fund Transfer Request**

Ms. Johnson shared the documents titled *FY24 Budget Status Report as of July 3, 2024* (Attachment A) and *PSB FY24 Budget Report – July 8, 2024* (Attachment B). She noted that the finance team has ended the fiscal year, reduced encumbrances, finalized payments, and reconciled any needed transfers among funding sources. She reports that the general fund FY24 budget shortfall is \$493,953; this represents .38% of the overall FY24 budget. The areas of concern in FY24 that caused the overages include student transportation, claims and settlements, paraprofessional salaries, and contracted services (which includes legal services and OSS professional services).

Members noted that this is a very unique situation; the school department has not previously had to request a Reserve Fund Transfer to address a year-end budget gap. It would have been preferable to close the year with a small surplus. Going forward, members asked how the overage for paraprofessional positions will be addressed, and whether the FY25 budget accounts for the increased costs in this line. [After the meeting, Ms. Johnson reported that the FY25 budget for paraprofessionals was increased from \$10,899,089 in FY24 to \$12,766,600 in FY25]. Members cautioned that requirements from IEPs may impact the number of paraprofessionals (higher or lower) in any particular year, so this line can be hard to predict with certainty. The deficit in the paraprofessional line points to the need for a position control system, which staff worked diligently this year to create and the benefits of which will accrue to the district for years to come. Starting in FY25, staff plan to present new position requests to the

Finance Subcommittee. Members asked if a contingency has been built into the FY25 budget to address possible overages; this is an ongoing effort, and is part of the multi-year budget guidelines. Members expressed their appreciation to the finance staff for their diligent efforts to carefully manage this budget situation, while providing regular and clear updates to the School Committee and the community-at-large.

**ACTION 24-73**

On a motion of Ms. Nobrega, and seconded by Dr. Ehrenberg, the School Committee VOTED UNANIMOUSLY, by roll call, with 8 in favor (Dr. Liu, Ms. Federspiel, Ms. Charlupski, Dr. Ehrenberg, Ms. Frias, Dr. Hefter, Ms. Nobrega, and Ms. Thall), 0 opposed, and 0 abstentions, to request a Reserve Fund Transfer in the amount of \$493,953.00 for the School Department's FY24 General Fund.

The Reserve Fund Transfer request will be made to the Advisory Committee and the Select Board at their July 9, 2024 meetings.

**b. Review and Possible Approval of the Memorandum of Understanding for the 150 Fisher Avenue Premises (formerly Newbury College) to accommodate Grade 6-8 Students from the Pierce School**

Dr. Liu provided an update on the status of the 150 Fisher Avenue MOU since it was discussed at the last meeting on June 26, 2024. It has been determined that the best course of action is to approve the MOU as it was presented to/approved by the Select Board (Attachment C), with a Memo of Transmittal (Attachment D) that provides important clarification to some portions of the MOU. Some of the areas addressed in the Memo of Transmittal include: use of the building for routine school-related events (e.g., back-to-school night); ability to use Fisher Hill Park after-school hours, with a permit; coordination around snow removal; clarification of the termination clauses; and notification that Exhibit A and B to the MOU have been updated, including the new vehicular exit to be added on Fisher Avenue as part of the play court project to be funded through the previously-approved DPW contract.

**ACTION 24-74**

On a motion of Ms. Charlupski, and seconded by Ms. Nobrega, the School Committee VOTED UNANIMOUSLY, by roll call, with 8 in favor (Dr. Liu, Ms. Federspiel, Ms. Charlupski, Ms. Frias, Dr. Hefter, Ms. Moghtader, Ms. Nobrega, and Ms. Thall), 0 opposed, and 0 abstentions, to approve the 150 Fisher Avenue (Newbury College) Memorandum of Understanding, including the Memo of Transmittal.

**3. PROPOSED EXECUTIVE SESSION**

**ACTION 24-75**

On a motion of Dr. Liu, and seconded by Dr. Hefter, the School Committee VOTED UNANIMOUSLY, by roll call, with 8 in favor (Dr. Liu, Ms. Federspiel, Ms. Charlupski, Dr. Ehrenberg, Ms. Frias, Dr. Hefter, Ms. Nobrega, and Ms. Thall), 0 opposed, and 0 abstentions, to meet in Executive Session, pursuant to Massachusetts General Laws chapter 30A, section 21(a) for the following purposes: Purpose 3, to discuss strategy with

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respect to collective bargaining with the Brookline Educators Union (BEU) Unit A, Unit B, and Paraprofessional Unit, if an open meeting may have a detrimental effect on the bargaining and litigating position of the public body and the chair so declares; and Purpose 7, to review and approve executive session minutes from the following meetings: June 13, 2024 and June 26, 2024.

Dr. Liu announced that the Committee will return to Open Session at the conclusion of the Executive Session.

[RETURN TO OPEN SESSION AT 7:25PM]

**4. SCHOOL COMMITTEE ACTIONS**

**a. Possible Vote to Approve Memorandum of Agreement with the Brookline Educators Union (BEU) Unit A, Unit B, and Paraprofessional Unit**

The School Committee, following successful negotiations with the Brookline Educators Union, has reached an agreement for the BEEP full-school day program (Attachment E).

**ACTION 24-76**

On a motion of Ms. Federspiel, and seconded by Ms. Nobrega, the School Committee VOTED UNANIMOUSLY, by roll call, with 6 in favor (Dr. Liu, Ms. Federspiel, Dr. Ehrenberg, Ms. Frias, Ms. Nobrega, and Ms. Thall), 0 opposed, and 0 abstentions, (Ms. Charlupski and Dr. Hefter were not present for the vote), to approve the Memorandum of Agreement with the Brookline Educators Union for the BEEP full-school day program.

**b. Possible Vote to Approve an Agreement with the Brookline Educators Union (BEU)**

Dr. Liu announced an Agreement with the BEU to make the Winthrop House Coordinator position non-aligned, and add two Unit B positions for the BHS Athletic Department (Attachment F).

**ACTION 24-77**

On a motion of Ms. Thall, and seconded by Ms. Federspiel, the School Committee VOTED UNANIMOUSLY, by roll call, with 6 in favor (Dr. Liu, Ms. Federspiel, Dr. Ehrenberg, Ms. Frias, Ms. Nobrega, and Ms. Thall), 0 opposed, and 0 abstentions (Ms. Charlupski and Dr. Hefter were not present for the vote), to approve the Agreement with the Brookline Educators Union for the Winthrop House and Assistant Athletic Director positions.

**5. ADJOURNMENT**

Dr. Liu adjourned the meeting at 7:40 PM.

Respectfully Submitted,  
Betsy Fitzpatrick, Executive Assistant  
Brookline School Committee

**PUBLIC SCHOOLS OF BROOKLINE**  
**FY24 BUDGET STATUS REPORT as of July 3, 2024**

<b>SCHOOL OPERATING BUDGET</b>	<b>AMENDED BUDGET</b>	<b>EXPENDED</b>	<b>ENCUMBERED/ PROJECTED</b>	<b>SURPLUS/ (DEFICIT)</b>
<b>Personnel Expense</b>	<b>112,631,865</b>	<b>113,592,718</b>	<b>75,547</b>	<b>(1,036,400)</b>
<b>Non-Salary Expense</b>				
<i>Outside Services/Contracts</i>	14,143,792	14,298,848	450,821	(605,877)
<i>Supplies and Materials</i>	2,286,832	1,439,105	32,659	815,068
<i>Other Expenses</i>	366,839	296,354	6,268	64,216
<i>Utilities (Gasoline)</i>	10,250	8,063	4,037	(1,850)
<i>Equipment &amp; Leases</i>	1,262,798	990,124	1,786	270,889
<b>Total Non-Salary Expense</b>	<b>18,070,511</b>	<b>17,032,494</b>	<b>495,571</b>	<b>542,446</b>
<b>TOTAL School Operating Budget</b>	<b>130,702,376</b>	<b>130,625,212</b>	<b>571,118</b>	<b>(493,953)</b>

**Special Revenue Funds**  
**as of July 3, 2024**

<b>FEDERAL GRANTS</b>	<b>FY23 Year End FUND BALANCE</b>	<b>FY24 Budget Estimate</b>	<b>FY24 Approved Budget</b>	<b>FY24 Revenue to Date</b>	<b>Expended to Date</b>	<b>Encumbered to Date</b>	<b>Balance to Date</b>
ESSER II	325,060	-	325,060		295,681	-	29,379
ESSER III	60,562	-	60,562	-	60,562	-	-
<b>TOTAL ESSER</b>	<b>385,622</b>	<b>-</b>	<b>385,622</b>	<b>-</b>	<b>356,243</b>	<b>-</b>	<b>29,379</b>
Title 1 FY24	(32,054)	256,431	674,976	376,232	527,518	22,850	124,608
Title 1 FY23			48,842	122,432	17,421	1,308	30,113
Title 1 FY22			13,667	-	4,400	-	9,267
Title IIA FY24	77,892	93,524	131,322	119,747	129,033	8,256	(5,967)
Title IIA FY23			60,660	60,240	62,201	3,966	(5,507)
Title IIA FY22			7,153	-	-	-	7,153
Title III FY24	71,469	112,344	134,884	9,049	15,813	-	119,071
Title III FY23			85,334	84,538	81,207	-	4,127
Title III FY22			23,058	-	20,286	-	2,772
Title IV-A Student Support FY24	11,268	20,958	18,818	18,818	18,818	-	-
Title IV-A Student Support FY23			20,499	13,658	20,499	-	-
IDEA FY24	188,504	2,277,428	2,457,329	1,344,533	1,419,305	67,452	970,572
IDEA FY23			791,848	865,337	849,578	1,455	(59,185)
IDEA FY22			144,085	-	130,793	-	13,292
ARP-IDEA	109,101	-	63,611	-	52,090	-	11,521
Early Childhood FY24	328	38,643	40,608	40,365	40,608	-	-
Early Childhood FY23			1,085	3,858	1,085	-	-
ARP - Early Childhood	1,186	-	243	-	617	-	(374)
Perkins FY24	29,699	50,176	71,147	40,439	68,194	2,948	4
SEL and Mental Health FY24	4,907	-	80,013	81,450	53,982	1	26,030
SEL and Mental Health FY23			-	35,415	-	-	-
Chronic Absenteeism Initiative			10,000	10,000	9,042	-	958

<b>STATE GRANTS</b>	<b>FY23 Year End FUND BALANCE</b>	<b>FY24 Budget Estimate</b>	<b>FY24 Approved Budget</b>	<b>FY24 Revenue to Date</b>	<b>Expended to Date</b>	<b>Encumbered to Date</b>	<b>Balance to Date</b>
Circuit Breaker	3,156,936	3,475,572	3,475,572	2,695,286	3,235,974	214,028	25,570
METCO	18,425	2,291,283	2,354,849	2,176,867	2,354,849	-	-
METCO Targeted PAC	-	-	400,520	400,520	400,520	-	-
SEL and Mental Health FY23	(12,150)	-	14,375	32,766	-	8,478	5,897
Investigating History Pilot FY24	(3,497)	-	16,900	16,900	16,900	-	0
Investigating History Pilot FY23			-	3,497		-	-
Enhanced School Health Services FY24	35,747	100,000	100,000	100,000	97,703	2,252	45
Coord. Family & Com. Engagement	10,381	139,874	139,874	137,414	134,176	2,846	2,852
MCC Stars Residency Program	475	-	475	-	-	-	475
Civics Teaching/Learning FY24	(6,869)	-	60,000	29,830	20,451	-	39,549
Civics Teaching/Learning FY23			36,950	36,950	30,063	-	6,887
Hate Crime Prevention	(34,957)	-	-	34,957	-	-	-

<b>PRIVATE GRANTS</b>	<b>FY23 Year End FUND BALANCE</b>	<b>FY24 Budget</b>	<b>FY24 Available Funds</b>	<b>FY24 Revenue to Date</b>	<b>Expended to Date</b>	<b>Encumbered to Date</b>	<b>Balance to Date</b>
Steps to Success	14,040	10,400	4,080	4,080	4,080	-	-
BU Consortium	4,373	-	4,373	-	-	-	4,373
BU Saudi Teachers	22,508	-	22,508	-	-	-	22,508
Kraft Opportunity fund	77,242	-	77,242	-	8,713	1,800	66,729
Whipple Writing Fellowship	50,946	26,150	50,946	24,000	28,101	-	22,845
Brookline Education Foundation	23,447	104,064	90,490	90,490	89,767	-	723
HS Innov. Fund (Teacher Mentoring)	173,017	307,853	307,853	291,161	250,759		57,094
BCF Racial Equity	-	50,000	50,000	-	-	-	50,000
Project Bread	1,687	-	1,500	2,000	1,200		300
NEA Foundation	-	-	4,050	3,550	-	-	4,050
<b>TOTAL GRANTS</b>	<b>4,438,979</b>	<b>9,354,700</b>	<b>12,544,192</b>	<b>9,306,377</b>	<b>10,619,186</b>	<b>337,641</b>	<b>1,587,365</b>

<b>REVOLVING/GIFT/FEES</b>	<b>FY23 Year End FUND BALANCE</b>	<b>FY24 Budget</b>	<b>FY23 Available Funds</b>	<b>FY24 Revenue to Date</b>	<b>Expended to Date</b>	<b>Encumbered to Date</b>	<b>Balance to Date</b>
Food Services	1,106,715	3,444,619	1,106,715	3,670,521	3,846,581	126,203	804,452
BEEP	2,023,510	4,171,598	2,023,510	2,468,697	2,102,336	-	2,389,871
BACE	371,111	747,639	371,111	523,077	776,825	3,924	113,439
Summer School	27,390	-	27,390	13,960	6,550	-	34,800
Tuition & Materials Fee	691,159	600,000	691,159	618,433	546,790	22,307	740,495
Athletics - High School	232,313	510,000	232,313	521,724	478,446	15,032	260,558
Athletics - K-8	29,715	25,000	29,715	36,478	32,736	-	33,458
Use of Facilities	36,905	383,316	36,905	316,705	297,173	-	56,437
HS Restaurant	98,949	127,413	98,949	124,106	146,560	-	76,494
Bus Transportation	29,143	-	29,143	-	29,143	-	-
Academic Testing	18,571	105,000	18,571	13,203	16,082	-	15,691
Lost Book Recovery	13,622	-	13,622	1,258	2,648	99	12,132
Culinary Arts Material Fees	5,033	25,000	5,033	17,940	19,227	1,013	2,734
Industrial Arts Materials Fee	5,038	5,683	5,038	1,905	-	-	6,943
Performing Arts Materials Fees	2,114	14,000	2,114	25,403	25,597	-	1,920
Visual Arts Material Fees	8,221	11,000	8,221	14,035	13,394	-	8,863
BEEP Gift Account	51,482	-	51,482	2,500	-	-	53,982
K-8 Gift Accounts	32,536	-	32,536	5,806	10,641	-	27,701
High School Gift Accounts	36,896	-	36,896	10,805	16,862	-	30,838
High School Social Work Gift Account	6,588	-	6,588	-	-	-	6,588
District Gift Account	4,075	-	4,075	500	-	-	4,575
Food Services Zero Waste	74,025	-	74,025	-	57,999	-	16,026
ELE Summer Fee Program	2,090	-	2,090	-	1,550	-	540
<b>TOTAL REVOLVING/GIFT/FEES</b>	<b>4,907,201</b>	<b>10,170,268</b>	<b>4,907,201</b>	<b>8,387,054</b>	<b>8,427,140</b>	<b>168,579</b>	<b>4,698,536</b>

**Note: All balances based on FY24 7.3.24 Special Revenue Report from MUNIS.**

## PSB FY24 Budget Report - July 8, 2024

Since our last report on June 3, the Finance Team has ended the year, reducing encumbrances, finalizing payments, and cleaning up needed transfers among funding sources. Despite diligent efforts, some late-arriving unprojected expenses pushed the final deficit higher than we had hoped. Therefore, the general fund budget shortfall is **\$493,953**, which represents 0.38% of the total budget of \$130,702,376. Here is a recap of the PSB General Fund areas of concern as the year ended:

	<b>FY24 Budget</b>	<b>Projected Exp April</b>	<b>Projected Exp May</b>	<b>June 30 Exp</b>	<b>Current Budget Variance</b>
Contracted Services					
Legal	225,000	450,000	418,337	381,377	156,377
Professional Services*	2,490,747	3,000,533	2,966,235	3,063,366	572,619
Transportation (OSS)**	2,920,691	4,560,544	4,244,833	4,503,396	1,582,705
Tuition***	4,906,248	4,965,689	4,986,318	4,618,587	(287,661)
Claims/Settlements	250,000	738,811	647,427	646,936	396,936
Paraprofessional Salary****	10,899,089	12,160,358	12,192,885	12,268,606	1,369,517
ESY & HS Summer Programs	18,500	140,211	225,211	225,211	206,711
<b>Net reduction in projections related to above areas of concern from April to June</b>				<b>308,667</b>	

\*Professional services expenses from OSS were greater than previously projected.

\*\*Fluctuations in ridership, delayed invoicing, and insufficient coverage from our primary transportation vendor made expenses particularly volatile. See discussion on next page for more on this topic.

\*\*\*By vote of the School Committee, the Circuit Breaker budget was increased by the available fund amount of \$318,636 in early June, and additional OSS tuition expenses were transferred from the general fund.

\*\*\*\*This budget area shows the need for position control, now in place for the FY25 budget.

To complete the year, the School Committee will need to request a Reserve Fund Transfer from the Advisory Committee. A sample motion follows:

*Moved, that the School Committee requests a Reserve Fund Transfer in the amount of \$493,953 for the School Department's FY24 General Fund.*

NOTE: Once the Town closes the year, and final invoices are received for open POs, the deficit may be reduced further, which would return some of these funds to the Town.

## IMPACT OF FY24 PROJECTED DEFICIT ON FY25 BUDGET PLANNING

During the FY25 budget development process, it became apparent that the FY24 budget for transportation, tuition, and settlements in the Office of Student Services was insufficient to



## PSB FY24 JUNE BUDGET UPDATE - July 3, 2024 - Page 2

cover the costs and commitments for the year. Based on information available in January, the FY25 budget was increased in these areas based on the projections provided by the Office of Student Services. In addition, as a cost containment measure, student services transportation services were bid this winter; the Deputy Superintendent for Student Services believes that these increases are sufficient.

	<b>FY24 Overage 6.30.24</b>	<b>FY25 Increase</b>
Transportation	\$1,582,705	\$863,174
Tuition	(287,661)	697,311
Claims/Settlements	<u>396,936</u>	<u>236,080</u>
	\$1,691,980	\$1,796,485

The Finance team will continue to analyze data from FY24 and its impact on the FY25 financial plan and will be able to provide a more detailed analysis after the Town completes the year-end closeout process.

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “Agreement”), is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **Town of Brookline** (“Town”), acting by and through its Select Board, with its municipal offices located at 333 Washington Street, Brookline MA 02445 and the **Public Schools of Brookline** (“PSB”), acting by and through its School Committee, with its offices also located at 333 Washington Street, Brookline MA 02445, both parties herein referred to jointly as the “Parties”.

WHEREAS, the Town is the owner of certain property located at 110 Fisher Avenue, 150 Fisher Avenue, 146 Hyslop Road (a/k/a 129 Fisher Avenue) and 124 Fisher Avenue in Brookline, Massachusetts (collectively, the “Premises”); and

WHEREAS, PSB needs space to accommodate Grade 6-8 students from the Pierce School during its planned renovation and until the project is complete.

WHEREAS, the Premises contain a building formerly owned by Newbury College (the “Building”) whose certain designated facilities at 150 Fisher Avenue, as displayed on floor plan Exhibit A could be repurposed for use as a Middle school; and

WHEREAS, while the Town is currently using the Building for several municipal purposes, portions of it remain vacant and currently available to address some of the need for space during the Pierce School renovation;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and PSB agree as follows:

1. PSB shall only use the Academic Building on the site. PSB will be able to use the first and second floor portions of the Building as designated on the Floorplan attached hereto as Exhibit A as space for existing and designated Pierce School students, teachers, support staff, related vendors, parents, caregivers, and programs, including all attendant and related uses thereto as necessary, including Rooms 102, 103, and 105 currently utilized by the IT Department, but not Rooms 104A, 105A, 106, 103E1, and 103F1. No other non-Pierce school programs or non-PSB staff, related vendors, parents, or caregivers shall be permitted on the site. PSB shall have the right to enter and exit the Building from the designated entrances, which shall not be entrances to the lower two floors, and the Town shall provide copies of any keys, access codes, identifiers and other means of entrance necessary to access the Building. PSB will not have access to any other building on the Premises except for any stand-alone storage structure expressly designated for PSB’s use. PSB’s use of the Building shall not extend to use for school purposes other than swing space during the Pierce School renovation. There will be no after-school programming allowed at the Building, except that the Building may be used after customary school hours for intermittent, informal uses such as back-to-school nights or parent-teacher conferences if a mutual written agreement for such use is made between the Town (by and through its Director of Public Buildings or their designee) and PSB (by and through the Pierce Principal or their designee). In such circumstances, PSB shall be responsible for all associated custodial services, and shall be responsible for securing the building following any such event.

PSB may utilize Fisher Hill Park and outdoor areas adjacent to the Academic Building for recess or for satisfying other student needs for outdoor space, but only pursuant to the following requirements:

- PSB may use Fisher Hill Park only when it is designated as “open” by the Parks and Open Space Division of the Department of Public Works. All parties recognize the Park is generally closed during rain and periods of freezing or thawing.
- PSB agrees to repave a designated portion of the parking lot on site and to lay out “hard court” play areas in that space, with all costs borne by PSB.
- PSB will coordinate its schedule for using Fisher Hill Park with the Parks and Open Space Division to insure the Division can adequately prepare Fisher Hill Park for practices and games.
- PSB cannot use Fisher Hill Park after school hours.
- PSB will provide any outdoor seating areas or playground equipment such as basketball hoops, and will be responsible for removing same unless given written authorization from the Town.
- PSB and Department of Public Works may work together to design classroom/educational activities for Fisher Hill Park.

2. Parking. Parking is available on-site in five separate areas delineated Areas A-E as show on the Parking Plan attached hereto as Exhibit B. Under the terms of this Agreement, PSB will have the right to utilize only Parking Areas B and C Monday through Friday. Parking Areas B and C may be used by PSB for staff or visitor parking, as PSB sees fit, but the Town will have the right to use Parking Areas B and C during the weekends. Parking Area D is for Public use. Parking Areas A and E cannot be used for handicap parking. No Parking Area, including Parking Areas B and C, may be used for pick up or drop of students, nor may they be used for deliveries. The driveways on the north side of the building, used to enter and exit Fisher Avenue, are for Town use only; this also include the driveway on the east side of the property that leads to Parking Area A. PSB shall not use these driveways for deliveries, pick-up/drop off, storage, refuse removal, or standing/ non standing parking. All School deliveries are the responsibility of the School Department staff to receive, and shall be received on the first floor area of the Building designated as classroom space. PSB shall not use the parking lot adjacent to Fisher Hill Park for parking. The loading dock servicing the Academic Building shall be solely for use by the Building Department or IT Department.

PSB shall have bus and van service drop off and pickup in front of the building located at 150 Fisher Ave. PSB requests signs be posted designating the space for school bus, van and delivery vehicles only. Staff from the Town and PSB will review the plan for conformance with this MOU.

To the extent parents, PSB staff, or students utilize street parking around the Premises, they shall not, in doing so, block access to any Town parking lots. Parking or standing on Hyslop Road will not be permitted.

PSB shall be responsible for installing all necessary barriers and signage as required.

3. Term. The term of this Agreement shall be from June 1, 2024 to, forty-five (45) days after the New Pierce School obtains a Temporary Certificate of Occupancy, unless extended by mutual agreement memorialized in writing by both parties. Parties may, by mutual agreement, terminate this Agreement at any point.

4. Designated Use: Occupancy shall be based on the same access granted to other PSB school staff. Teachers and support staff shall have access the first weekday on or after August 15 before the school year begins and through five days after the last day of school from the hours of 7 AM to 7 PM, like all other school staff. The Principals, Custodians and Admin shall have access 24/7/365 for cleaning, summer-cleaning and quiet enjoyment of the agreed upon spaces. PSB shall responsible for securing the building to the extent it is utilized after 3:30 PM, including locking all doors and windows and setting all alarms. The building cannot be sublet out to any group. The Town is not responsible for any equipment, materials, or other infrastructure left in the Building by PSB subsequent to the term. PSB shall be responsible for returning all portions of the Building used pursuant to this MOU to their original state, and shall remove all furniture and equipment from said portions of the Building unless: (a) the furniture and equipment pre-dated the term of this MOU, or (b) the Town consents in writing for such furniture and equipment to stay. Any disposal of PSB refuse, including furniture or other large items, shall be the responsibility of PSB. To the extent the Town is forced to incur costs associated with clearing out the Building following PSB usage, PSB will reimburse the Town for those charges.

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

5. Understanding as to Barred Areas. PSB recognizes that the portion of the Building designated as either "IT" or "Building Dept Space Only" on the floorplan attached as Exhibit A ("the Barred Area") is currently used by Town Departments and shall remain in use by Town Departments during the Term. The Barred Area is not included within the space made available to PSB pursuant to Section 1. Moreover, the Barred Areas may contain activities or materials that could be hazardous. The Town shall make reasonable effort and take practical measures to secure spaces and materials so PSB students and staff cannot access them, but all parties recognize that PSB shall be responsible for reasonably insuring that no students, teachers, parents/caregivers or any other individuals present in the Building as invitees, employees, or guests of PSB access the Barred Areas. PSB acknowledges and accedes to the fact that the Town's use of the Barred Area may, at times, cause noise, odor, vibration, or other effects potentially distracting to students or faculty utilizing the Building pursuant to this Agreement.

6. Indemnification. PSB shall at all times save the Town harmless, and exonerate and defend and indemnify the Town from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority on account of nuisance or injury, death, damage or loss to person or property stemming from the use or occupancy of the Building by PSB or anyone present at the Building as PSB's employee, agent, or guest, including students and parents/caregivers.

7. Rent. As consideration for the use of the Building during the Term, PSB shall pay rent of \$1 to the Town.

8. Maintenance. Major maintenance of the Building, including all Building-wide security, electrical, HVAC, fire prevention, and other systems, shall remain the responsibility of the Town, who shall insure to the best of its ability that all classrooms and associated areas are suitable for the use contemplated by this Agreement. PSB shall provide a full time, site designated custodian who shall be responsible for all minor maintenance, repairs, school operations, security and reporting of work orders. PSB shall also provide all custodial services for the space used, including the elevator, stairs and open areas that are below the first floor by the open stairs. PSB shall be responsible for the installation and maintenance of all technology, furniture, office equipment, network, and wifi, to run the school program. At the end of the term, unless mutually agreed upon, PSB shall remove any and all technology, furniture and office equipment. Building Department staff utilizing the Building will not be expected to support PSB usage any more so than they support any other PSB school property where students and staff occupy space.

9. Staffing. In addition to the custodian described in Section 7, PSB shall have an administrator on-site while school is in session. The on-site administrator will be the point of contact with the Building Department, and all concerns raised by parents, PSB staff, or students will be directed to the administrator, where appropriate.

10. Trash and Refuse. PSB will be responsible for all trash removal, recycling, food composting, large item disposal, disposal of hazardous materials, or other measures taken to deal with waste generated by PSB usage of the Building, including coordination with the Department of Public Works or outside vendors. All pick-up schedules for refuse must be coordinated with the Department of Public Works.

Bins and storage containers for PSB trash will be located in a parking space in a back corner of Parking Area B, as shown on Exhibit A. PSB refuse cannot be stored in Parking Areas A or E. PSB is not permitted to use any Building Department trash containers on-site. PSB shall be responsible for trash and litter pickup in all exterior areas of the Premises used by PSB staff and students and, to the extent PSB utilizes Fisher Hill Park, for Fisher Hill Park.

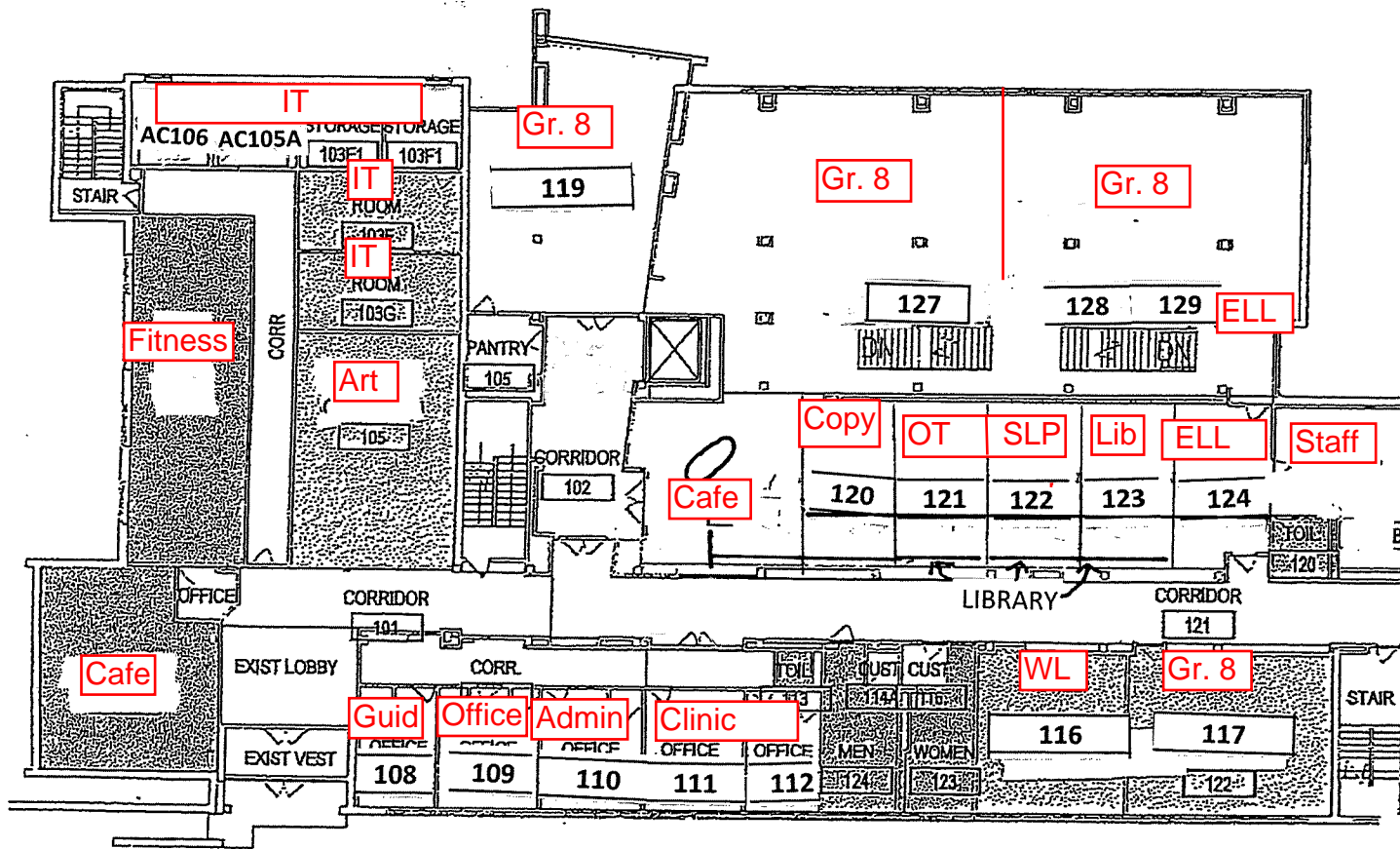
11. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

(b) PSB shall coordinate with the Department of Public Works for any snow removal needs.

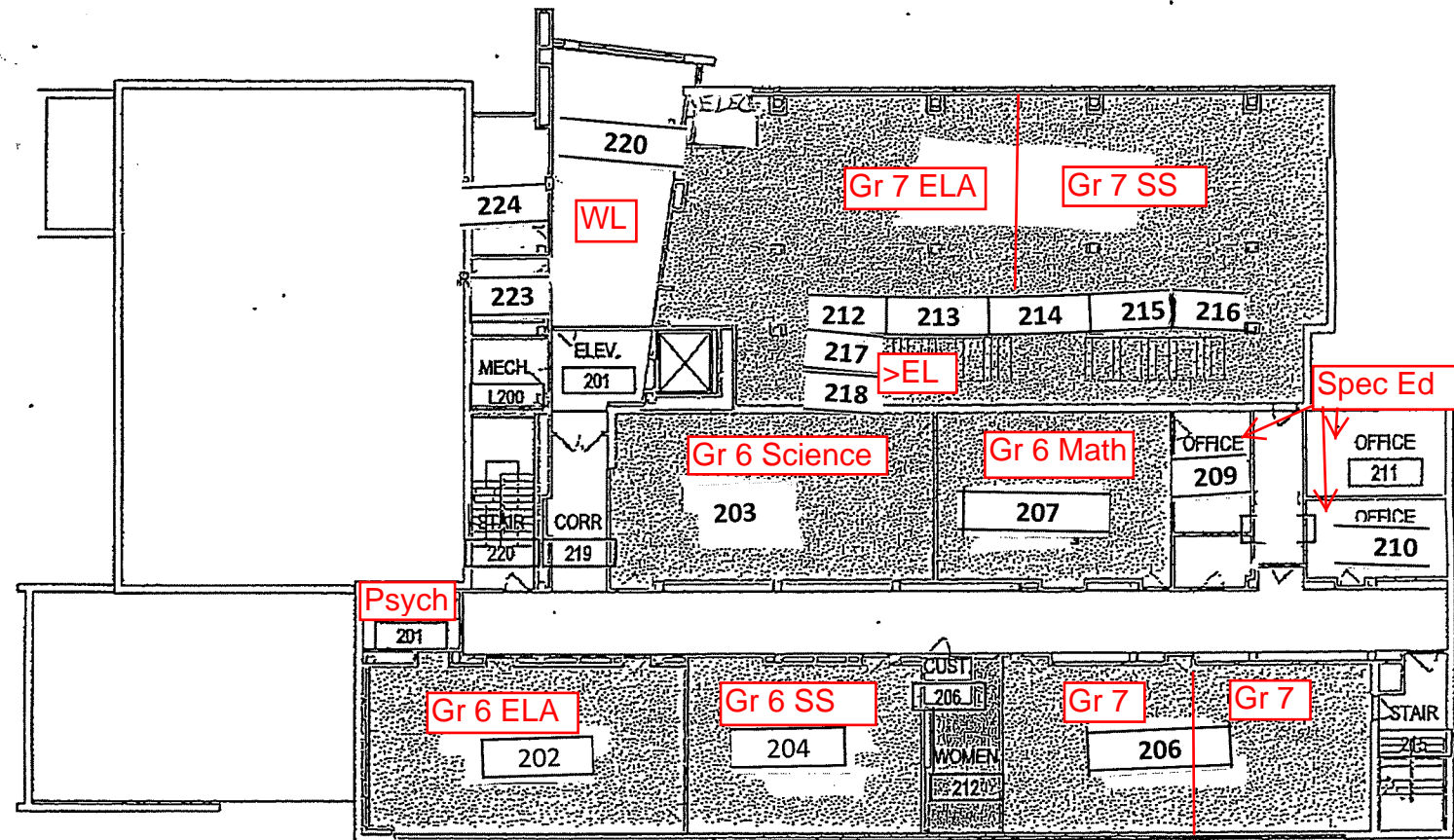
# NEWBURY

## ACADEMIC CENTER - FIRST FLOOR



# NEWBURY

## ACADEMIC CENTER - SECOND FLOOR





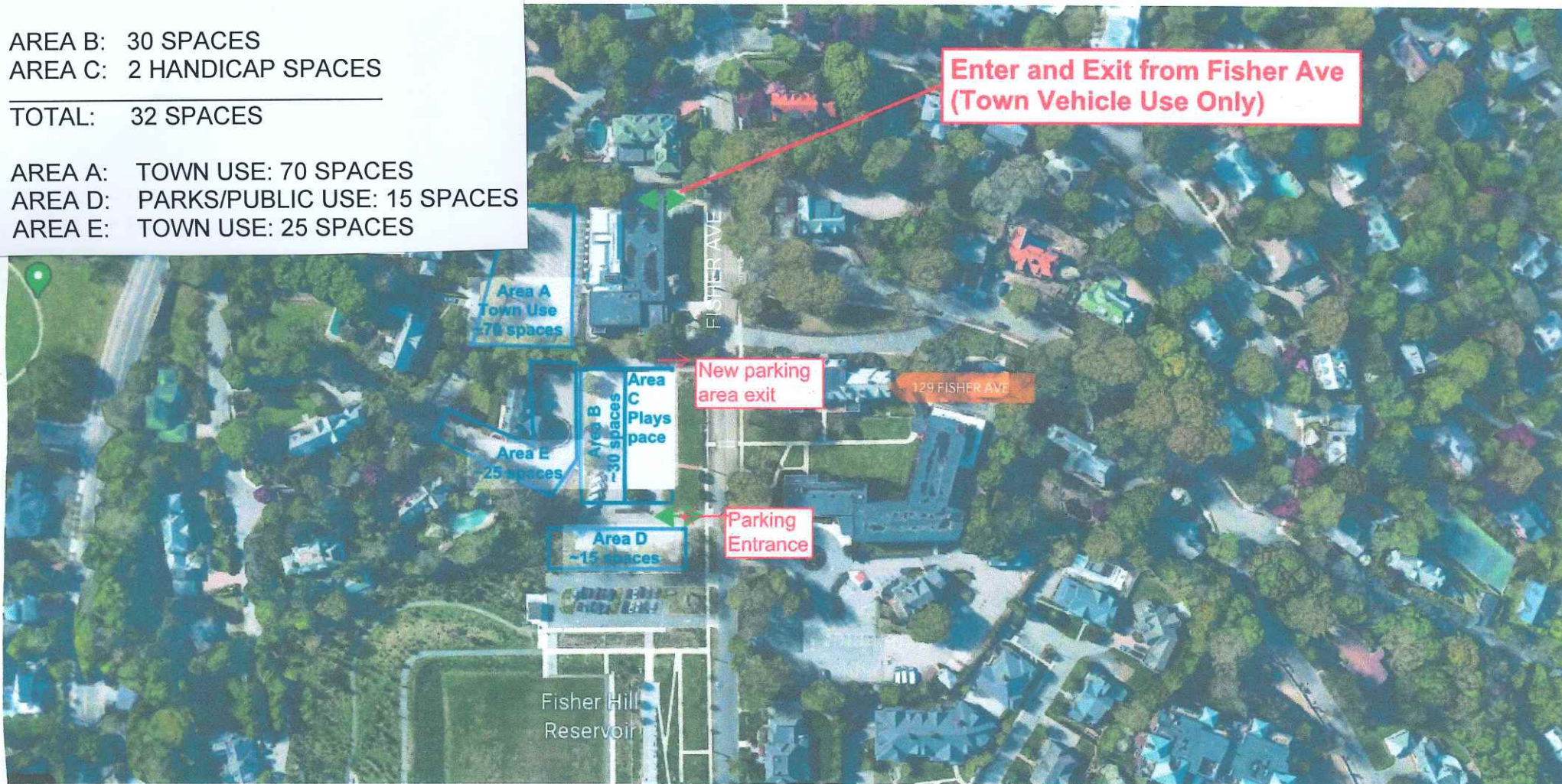
Parking Summary:

AREA B: 30 SPACES  
AREA C: 2 HANDICAP SPACES

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TOTAL: 32 SPACES

AREA A: TOWN USE: 70 SPACES  
AREA D: PARKS/PUBLIC USE: 15 SPACES  
AREA E: TOWN USE: 25 SPACES





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

Town Hall, 5<sup>th</sup> Floor, 333 Washington Street  
Brookline, MA 02445

Telephone: 617-730-2430 Fax: 617-730-2601

[www.brookline.k12.ma.us](http://www.brookline.k12.ma.us)



Andreas Liu, Chair  
Suzanne Federspiel, Vice Chair  
Helen Charlupski  
Steven Ehrenberg  
Valerie Frias  
Jesse Hefter  
Sarah Moghtader  
Mariah Nobrega  
Carolyn Thall

TO: Brookline Select Board  
Charles Carey, Town Administrator  
FROM: Brookline School Committee  
DATE: July 9, 2024  
RE: Note of Transmission regarding the 150 Fisher Avenue (Newbury College)  
Memorandum of Understanding

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Dear Colleagues,

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

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

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

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

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

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

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

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

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

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

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

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

**MEMORANDUM OF AGREEMENT BY AND BETWEEN  
THE PUBLIC SCHOOLS OF BROOKLINE  
AND**

**THE BROOKLINE EDUCATORS UNION - UNIT A, B, C**

**Collectively referred to as ("the Parties")**

**July 2024**

**WHEREAS**, the Public Schools of Brookline ("District" or "PSB") has decided that beginning with the 2024-2025 school year, the BEEP program shall convert to a solely full-day program.

**WHEREAS**, on or about September 6, 2023, the District and the Brookline Educators Union – Unit A ("Union") executed an Agreement in which the District agreed that it will provide notice and opportunity to bargain the impacts of any changes in working conditions that result from a conversion of the BEEP program to a solely full-time program.

**WHEREAS**, on or about October 27, 2023, the District noticed the Union of its plans to implement a full-day program for BEEP starting with the 2024-2025 school year and provided the Union with an opportunity to bargain the impacts of this change.

**WHEREAS**, the Parties met this purpose on multiple occasions including January 31, 2024, March 26, 2024, May 13, 2024, June 12, 2024, June 20, 2024 and June 25, 2024.

**NOW THEREFORE, the District and the Union agree as follows:**

1. **Introductory "Whereas" Clauses:** The introductory "Whereas" clauses above are incorporated into the Parties' Agreement.
2. **Retaining 0.66 FTE Status Paraprofessionals:** The Parties agree that beginning with the 2024-2025 school year, Union educators and paraprofessionals shall be required to work a 1.0 FTE status with the following exceptions and conditions:

For at least the 2024-2025 school year, the BEEP program schedule shall accommodate the current 0.66 FTE status of a limited number of current BEEP Paraprofessionals as follows:

- a. Up to eleven (11) Paraprofessionals may retain their current 0.66 FTE status provided at least one classroom in each BEEP program building has a class that has two 1.0 FTE status Paraprofessionals.
- b. The expected hours of work for these 0.66 FTE status Paraprofessionals shall be 8:30am-1:30pm, each weekday provided that: a.) two 0.66 FTE status Paraprofessionals assigned to the Putterham building location and shall be assigned to work 7:30am-12:30pm, and b.) two 0.66 FTE status Paraprofessionals assigned to the Lynch building location and shall be assigned to work 7:30am-12:30pm.



- c. Only current existing BEEP Paraprofessionals with a 0.66 FTE status may retain a 0.66 FTE status as part of this accommodation. Any employees hired or transferred to a BEEP program shall be expected to work as a 1.0 FTE status Paraprofessional.
  - d. The parties shall agree that seniority (Paraprofessional length of service) will be the determining factor by which those 11 Paraprofessionals are selected that to retain a 0.66 FTE status in the event that there are more than 11 BEEP Paraprofessionals interested in those positions.
  - e. This accommodation may be extended by the District following the 2024-2025 school year, based upon the needs of the District.
3. **Extended Day Program:** For the 2024-2025 school, the District intends to hire two 1.0 FTE status Paraprofessionals to be assigned to the Putterham building location extended day program (assigned to work 10:30am-6:00pm); and two 1.0 FTE status Paraprofessionals to be assigned to the Lynch building location extended day program (assigned to work 10:30am-6:00pm). Notwithstanding the above, the District reserves all of its inherent rights with respect to this decision based upon the existing needs of the District, including the right to prospectively alter its staffing decisions and/or any assigned hours of work for such Paraprofessionals.
4. **Daily preparation time and lunch periods:** Any employee periods of duty-free lunch time and/or daily preparation time will be provided in accordance with the employee's appropriate collective bargaining agreement. Preparation time will occur daily during specials or other unstructured time, such as recess, snack time, rest time, etc. and District will endeavor to facilitate that preparation time be held in the classroom without students present, whenever possible.
5. **Soft Drop-Off:** For the BEEP program, there will be offered a soft drop off where students may be dropped off between 8:00 am and 8:20 am; and a soft pick up at the end of the school day between 2:20 pm and 2:45 pm. The BEEP Principal will notify parents and guardians that pick up is expected by 2:30pm unless there is a documented and planned special arrangement with the parent/guardian. Such arrangements will be communicated to the appropriate educator.

Educators will not be expected to stay after their contractual day has ended. Pick up time from 2:30 pm to 2:45 pm will be assigned as a duty to otherwise be covered by administrators or Paraprofessionals.

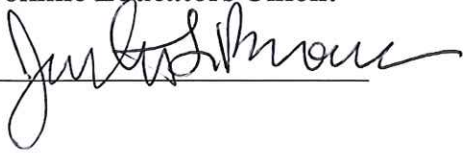
6. **IEP Writing:** The District will provide training to appropriate BEEP staff specific to writing IEPs. The District shall provide clarity to staff regarding any specific obligations as part of their required participation in the IEP process.

The District will comply with Article 4.3 (O) of the Unit A CBA with respect to those educators that are responsible for writing progress reports based upon a student's specific IEP.

7. **BEEP Program Social Worker Visits:** The District will ensure that the BEEP social worker shall communicate a plan to regularly visit each BEEP program location at least one time per month for purposes of relationship building with staff and students, absent extenuating circumstances.
8. **Designated space for inclement weather days:** The District, through its BEEP Principal or their designee, shall endeavor to regularly coordinate with building principals/administrators to identify building space that may be available for BEEP Program classes during inclement weather.
9. **BEEP Committee Meetings:** The Parties agree there shall be a BEEP committee comprised of BEEP administrators, BEEP employees and a Union representative, that shall meet up to one time each fiscal quarter of the 2024-2025 school year in order to discuss any issues or concerns associated with the BEEP program conversion to a solely full-day program.
10. **Waiver of Rights:** The Parties agree not to grieve, appeal, or otherwise challenge the provisions of this Agreement via the Parties' collective bargaining agreement through the contractual grievance procedures, or through the Department of Labor Relations. The Parties agree that the District has satisfied all of its bargaining obligations under M.G.L. c. 150E associated with District's implementation of a solely full-day program for BEEP provided that the Union reserves its rights to demand to bargain the impacts of any future changes to the BEEP program following the end of the 2024-2025 school year.
11. **Precedent:** The Parties agree that this Agreement shall not be used to demonstrate a practice or precedent in any other matter. The Parties agree that nothing in this Agreement shall be construed to add, remove or alter the express language of any of the BEU CBAs.
12. **Governing Law:** This Agreement shall be interpreted, enforced, governed, and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts.
13. **Severability:** If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

This Agreement is subject to approval by the Brookline School Committee. Agreed to on this 8th day of July 2024.

**Brookline Educators Union:**



Date: 7/8/24

**Public Schools of Brookline:**



Date: 7/9/24



AGREEMENT  
BY AND BETWEEN  
THE BROOKLINE SCHOOL COMMITTEE  
AND  
THE BROOKLINE EDUCATORS UNION

WHEREAS The Winthrop House Program will be expanding to include students in grades 6, 7, and 8 in addition to students in grades 9 through 12;

WHEREAS the Brookline School Committee ("Committee") recognizes the need for a Director of The Winthrop House Program;

WHEREAS the Committee recognizes the need for the position of Assistant Athletic Director and intends to create two such positions in fiscal year 2025;

WHEREAS representatives of the Committee and the Brookline Educators Union ("Union") have met to discuss the impacts of these new positions and the elimination of certain positions;

NOW THEREFORE, the Committee and the Union, collectively referred to as the "Parties", agree to the following:


1. Effective July 9, 2024, notwithstanding any practice or language to the contrary in any Union contract, the Superintendent may appoint, without posting, Sarah Ladner Apollo to the newly created position of Director of The Winthrop House Program.
2. The Parties agree that the position of Director of The Winthrop House Program is a confidential managerial position and is excluded from the recognition clauses of all Union collective bargaining agreements.
3. The position of Winthrop House Program Coordinator, currently represented by the Union in Unit B and currently held by Sarah Ladner Apollo, is abolished as of July 8, 2024, and the Union Unit B collective bargaining agreement shall be amended to remove the position of Winthrop House Program Coordinator.
4. The Union agrees that the Committee has satisfied all bargaining obligations associated with the abolishment of the position Winthrop House Program Coordinator and with respect to the transfer of certain bargaining unit work formerly performed by the position of Winthrop House Program Coordinator to the Director of The Winthrop House Program.
5. The Parties agree that the new position of Assistant Athletic Director shall be represented by the Union in Unit B and that the position of Assistant to the Athletic Director currently in the Paraprofessional Unit shall be abolished as of July 31, 2024. The Union agrees that the Committee has satisfied all bargaining obligations associated with the abolishment of the position

of Assistant to the Athletic Director and the transfer of bargaining unit work of the Assistant to the Athletic Director.

6. Effective August 1, 2024, notwithstanding any practice or language to the contrary in any Union contract, the Superintendent/designee may appoint, without posting, Amanda Mortelette to one of the two new positions of Assistant Athletic Director. The remaining opening for a second Assistant Athletic Director in Unit B shall be posted.
7. Effective August 1, 2024, the full-time position of Assistant Athletic Director shall be paid an annual salary of one hundred thousand dollars (\$100,000) in Fiscal Year 2025 and shall have a work year of 225 days. (Such annual salary shall be prorated for work of less than a full work year of 225 days.) Effective September 1, 2025, the annual salary for the Assistant Director position shall be increased in accordance with other increases provided in the Unit B collective bargaining agreement, specifically a 2.75% increase effective 9/1/2025, and 1% increase effective at 11:59 PM on 8/31/2026.
8. The Parties agree that with respect to Article 11.2 of the Unit B collective bargaining agreement, there shall be a new category of:  
Grades 4-12  
Assistant Athletic Director  
which shall be separate from the Athletic Director category and all other categories.

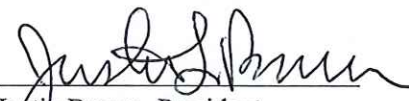
Agreed to by the Parties on the date(s) indicated below:

For the Brookline School Committee

  
\_\_\_\_\_  
Andy Liu, Chair

Date: 7/9/24

For the Brookline Educators Union

  
\_\_\_\_\_  
Justin Brown, President

Date: 7/8/24