



MEMORANDUM OF AGREEMENT ON TRANSITION OF BROOKLINE ADULT AND COMMUNITY EDUCATION (BACE) ACTIVITIES

1. Introduction and Recitations

This Memorandum of Agreement on Transition of Brookline Adult and Community Education (BACE) Activities (hereinafter “MOA”), is between the Brookline Park and Recreation Commission and Brookline Recreation Department (hereinafter the “P&R”), and Brookline School Committee and the Public Schools of Brookline (hereinafter “PSB”), (hereinafter collectively referred to as the “Parties”).

WHEREAS, PSB and P&R have had a long and collaborative relationship, documented through numerous earlier memos as far back as 1993, and both parties wish to continue that relationship; and

WHEREAS, PSB, due to financial constraints, has eliminated the funding for BACE; and

WHEREAS, BACE has a long and storied history, and has previously been documented as the oldest and largest non-credit, public education program in Massachusetts, dating back to 1882, and continuation of this long-standing status is desirable to all parties; and

WHEREAS, P&R has the ability and interest to assume the BACE legacy of educational programming, for the maximum benefit of the Brookline community, as described in the balance of this document; and

NOW THEREFORE, the Parties hereby agree as follows:

2. Terms and Conditions

- P&R, through its Recreation Department, will continue to provide activities similar to those BACE has historically provided, including but not limited to educational children’s vacation programming and educational/enrichment adult programming. The exact mix of programming will be at the discretion of P&R and Recreation staff, with the exception of the Music Extension Program as outlined below.
- All financial operations for BACE will be housed with and managed by the Recreation Department.
- Except as articulated specifically in Section 4 with regards to the Music Extension Program, the Recreation Department holds sole authority to:
 - Set program fees
 - Manage program budgets
 - Process revenues, refunds, and expenses
 - Hire and terminate full time and part time staff
 - Determine financial priorities and allocations
- Any net revenues generated through BACE programming will be retained by the Recreation Department and reinvested into Recreation-managed programs and services, including BACE, for the purpose of growth and stability
- All financial activities will follow Town of Brookline fiscal policies and procedures as applicable to the Recreation Department.
- P&R may hire BACE staff at their discretion and as needed, e.g. to provide program continuity.

- P&R will maintain the BACE branding for these activities as it deems appropriate, to ensure the legacy of BACE continues.

3. PSB Facility Use for BACE Programming

To support the continued operation of Brookline Adult and Community Education (BACE) programming, the Public Schools of Brookline (PSB) agrees to provide access to appropriate facilities within school buildings for use by the Recreation Department. The use of these facilities will be subject to the separately prepared memorandum of agreement on shared facilities and resources.

4. PSB Music Extension Program (MEP)

The PSB Performing Arts Department and the Recreation Department will collaborate on the implementation and management of the PSB MEP as described next. This will be a one-year pilot, renewable as mutually acceptable by both PSB and P&R.

4.1. Program Ownership and Branding

MEP remains a program of the PSB Performing Arts Department and will be presented as a partnership with Brookline Recreation. All programming is under the educational oversight of the PSB Performing Arts Department. Use of the program name, logo, and any associated branding and/or any adjustment must be approved by the PSB Performing Arts Department to ensure consistency with district standards and program identity. Program controls, such as registration, scheduling, and cancellations will remain with the Brookline Recreation Department.

4.2. Financial Structure

- The PSB Performing Arts Curriculum Coordinator or their designee will meet with the Recreation Department each summer prior to the educational season to budget anticipated operating expenses, decide on fees to recommend to their respective boards, and discuss use for any potential revenue.
- Additional revenue produced from the MEP program will be retained through the Recreation Department and reinvested into the MEP program as set during the budget process to ensure its success. Any request for additional funds to be spent on the MEP program must be approved by the Recreation Department

4.3. Responsibilities of the Brookline Recreation Department related to the MEP

The Recreation Department will provide logistical and administrative support for MEP, including:

- Scheduling of MEP teachers
- Scheduling of MEP students
- Reserving rooms and facilities for lessons
- Maintaining ongoing communication with MEP families and teachers regarding scheduling and logistics
- Processing payroll paperwork and background checks as required by the Town of Brookline Human Resource department
- Processing, collecting, and retaining student fees
- Processing payroll/payments for Music Extension teachers and contractors
- Processing refunds, when appropriate

Hiring of teachers will be a collaborative effort between the PSB Performing Arts Curriculum Coordinator and/or their designee and the Recreation Department, in which the curriculum coordinator selects which individuals are appropriate for teaching in the program, and the Recreation Department completes the hiring/contracting process.

4.4. Responsibilities of the PSB Performing Arts Department

- Hiring of teachers will be a collaborative effort between the PSB Performing Arts Curriculum Coordinator and/or their designee and the Recreation Department, in which the curriculum coordinator selects which individuals are appropriate for teaching in the program, and the Recreation Department completes the hiring/contracting process.
- The PSB Curriculum Coordinator is responsible for the supervision, and evaluation of MEP teachers.
- The PSB Curriculum Coordinator oversees all educational components of the MEP, including curriculum, quality of instruction, and student learning outcomes.

4.5. PSB Authority related to MEP

If the program is managed in a way that interferes with PSB's educational oversight of the MEP, PSB reserves the right to provide notice that it will immediately and unilaterally reassume full management and operation of the MEP, including all administrative, financial, and instructional components. This clause ensures that the MEP, as an educational initiative of the PSB Performing Arts Department, remains under the ultimate authority of the school district. There will be a "good faith effort" by both parties to remedy the reason for PSB wanting to reassume full management. Should PSB reassume management, any unexpended or unobligated funds held in Recreation accounts associated with the Music Extension Program (MEP) shall be used exclusively for the purposes and mission of the MEP and will not be repurposed for unrelated initiatives.

5. Data and Information Sharing

Both parties agree to engage in ongoing discussions regarding the data needs of each program. These may include, but are not limited to: enrollment data, scheduling logistics, financial summaries, and teacher assignments. Any data sharing will be conducted in accordance with PSB and Town of Brookline policies on privacy and confidentiality.

6. Coordination, Terms of Agreement, and Renewal

- Regular coordination meetings between PSB and Recreation, including specifically for the MEP as described above, will address operational concerns, compliance, and opportunities for enhanced collaboration, including additional shared programs.
- The PSB Deputy Superintendent for Teaching and Learning (or their designee) and the Recreation Director (or their designee) will review and provide suggestions to update this agreement as needed. If the agreement is not renewed, the existing terms and language in the last approved MOA shall remain until a new agreement is reached.

7. Severability

If any provision of this MOU is found to be invalid, unenforceable, or in conflict with applicable law or PSB policy, the remainder of the agreement shall remain in effect.

8. Integration and Modification

This MOA is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated by reference herein. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

Any potential policy changes from either governing body that could alter the terms of this agreement, shall offer to include the other party in the public review of the changes before they are implemented. Material changes to policies can cause this agreement to be reviewed and amended before the term is up if either party is unsatisfied with the implementation of the new policy.

This Agreement can only be modified in writing signed by all parties hereto, and in accordance with applicable law.

9. Termination

In addition to the pilot and termination clauses contained in Section 4, either party may terminate this MOA for any reason and at any time by giving written notice to the other Party specifying the date of termination, such notice to be given not later than one (1) year prior to the date specified. There will be a “good faith effort” by both parties to remedy the reason for wanting to terminate, prior to either party receiving a termination letter.

Executed as an Agreement under seal by the Parties through their duly authorized representatives as follows:

Sign Above, Print Name and Date Below

Superintendent, PSB

Sign Above, Print Name and Date Below

Director, Recreation Department

Sign Above, Print Name and Date Below

Chair, Brookline School Committee

Sign Above, Print Name and Date Below

Chair, Park and Recreation Commission