

RECORD OF THE REGULAR MEETING OF THE BROOKLINE SCHOOL COMMITTEE ON **THURSDAY, JUNE 11, 2020** AT 4:00 PM (REMOTE VIA WEBEX EVENT). STATUTORY NOTICE OF THIS MEETING WAS FILED WITH THE TOWN CLERK.

School Committee Members Present: Suzanne Federspiel (Chair), David Pearlman (Vice Chair), Sharon Abramowitz, Helen Charlupski, Susan Wolf Ditkoff, Andreas Liu, Jennifer Monopoli, Mariah Nobrega, and Barbara Scotto. Also present: Ben Lummis, Mary Ellen Normen, Nicole Gittens, Casey Ngo-Miller, Kalise Wornum, and Robin Coyne.

Others present: Interim Principal of Early Education Regina Watts and Early Childhood Program Coordinators Margaret Eberhardt and Erin Hurney; Brookline High School Director of Guidance and Clinical Services Maria Letasz, and Dr. James Marini.

Mr. Lummis called the meeting to order at 4:00 PM.

1. REORGANIZATION OF THE SCHOOL COMMITTEE
a. Certification of Oath of Office

Mr. Lummis took the gavel and called the meeting to order at 4:00 PM. He read the letter from the Town Clerk certifying that Suzanne Federspiel, Andreas Liu, and Mariah Nobrega were elected for three-year terms and that they took their oaths, as described in Attachment A. He extended congratulations to each of them.

b. Nomination/Vote by Roll Call for Chair

Mr. Lummis explained that the Chair and Vice Chair of the School Committee are to be elected for a one-year term by a majority of those members present, and that unless a vote is taken to the contrary, no member may serve as Chair for more than two consecutive one-year terms. He asked if there were any nominations for School Committee Chair. Mr. Pearlman nominated Ms. Federspiel, and this was seconded by Ms. Monopoli.

Mr. Lummis asked if there were any additional nominations; hearing none, he asked for a vote to close the nominations.

ACTION 20-57

On a motion of Mr. Pearlman and seconded by Ms. Monopoli, the School Committee VOTED UNANIMOUSLY (by roll call) to close the nominations for School Committee Chair.

Mr. Lummis then asked Ms. Coyne to poll the Committee for their vote of Chair.

ACTION 20-58

On a motion of Mr. Pearlman and seconded by Ms. Monopoli, the School Committee, by roll call vote, VOTED UNANIMOUSLY to appoint Ms. Federspiel as Chair of the Brookline School Committee.

c. Nomination/Vote by Roll Call for Vice Chair

Mr. Lummis asked if there were any nominations for School Committee Vice Chair. Dr. Abramowitz nominated Mr. Pearlman and this was seconded by Ms. Nobrega. Mr. Lummis asked if there were any additional nominations; hearing none, he asked for a vote to close the nominations.

ACTION 20-59

On a motion of Dr. Abramowitz and seconded by Ms. Nobrega, the School Committee VOTED UNANIMOUSLY (by roll call) to close the nominations for School Committee Vice Chair.

Mr. Lummis then asked Ms. Coyne to poll the Committee for their vote of Vice Chair.

ACTION 20-60

On a motion of Dr. Abramowitz and seconded by Ms. Nobrega, the School Committee, by roll call vote, VOTED UNANIMOUSLY to appoint Mr. Pearlman as Vice Chair of the Brookline School Committee.

d. Vote to Reappoint Secretary

Ms. Federspiel nominated Ms. Coyne to continue as Secretary of the Brookline School Committee and Ms. Charlupski seconded the motion.

ACTION 20-61

On a motion of Ms. Federspiel and seconded by Ms. Charlupski, the School Committee VOTED UNANIMOUSLY to appoint Ms. Coyne to continue as Secretary of the Brookline School Committee.

2. ADMINISTRATIVE BUSINESS

a. Approval of Past Records

ACTION 20-62

On a motion of Ms. Scotto and seconded by Ms. Charlupski, the School Committee VOTED (by roll call), with 6 in favor, 0 opposed, and 2 abstentions (Dr. Liu and Ms. Nobrega abstained; Ms. Ditkoff was not present for the vote) to approve past records.

- i. Past Record: June 4, 2020 School Committee Meetings (5:00 PM Meeting)
- ii. Past Record: June 1, 2020 School Committee Meeting
- iii. Past Record: May 26, 2020 Joint Meeting with the Select Board

b. Question of Approving and Authorizing the Town Administrator to Execute the Feasibility Study Agreement for the John R. Pierce School

Ms. Charlupski provided an update on the Pierce School Project and collaboration with the Massachusetts School Building Authority (MSBA). She noted the importance of approving the Feasibility Study Agreement (Attachment B) before the August 3, 2020 MSBA Board meeting. Her understanding is that \$1.5 million was set aside for the Feasibility Study Agreement.

ACTION 20-63

On a motion of Ms. Charlupski and seconded by Ms. Scotto, the School Committee VOTED UNANIMOUSLY (by roll call) to approve and authorize the Town Administrator to execute the Feasibility Study Agreement for the John R. Pierce School, as shown in Attachment B.

c. Acceptance of Gifts

The School Committee reviewed gifts to the Public Schools of Brookline (Attachment C). It was noted that there has been an increase in community discussion around individual private donations. Ms. Normen provided a brief overview of policy, procedures and considerations related to private donations. On June 15, 2020, the Policy Review Subcommittee will be having an initial discussion of financial policies, including the Policy on Use of Revenues from Non-Tax Sources. Ms. Normen noted that her office sends thank you notes to all donors on behalf of the School Committee.

ACTION 20-64

On a motion of Ms. Charlupski and seconded by Ms. Scotto, the School Committee VOTED UNANIMOUSLY (by roll call) to accept gifts to the Public Schools of Brookline, as shown in Attachment C.

d. Brookline High School Project-Amendment to Contract with William Rawn Associates-18r1 and Skanska Change Order Pre GMP Amendment 18r1/6

Ms. Charlupski provided an update on the Brookline High School project and explained the proposed amendment (Attachment D) and change order (Attachment E).

ACTION 20-65

On a motion of Ms. Charlupski and seconded by Ms. Scotto, the School Committee VOTED UNANIMOUSLY (by roll call) to approve the Amendment to the Contract with William Rawn Associates-18r1 and Skanska Change Order Pre GMP Amendment 18r1/6, as shown in Attachments D and E.

3. PRESENTATIONS AND DISCUSSIONS OF CURRENT ISSUES

a. Update on Budgets

i. Update on FY 2020 Budget, including Discussion and Possible Vote on a Reserve Fund Transfer Request

Ms. Normen provided an update on the FY 2020 Budget (Attachment F). The projected remaining deficit of \$1 million will be reduced as her office continues the Budget close-out. Ms. Normen presented three possible motions (Attachment G).

The School Committee discussed submission of a Reserve Fund request of up to \$500,000 to offset the deficit fund balances in revolving funds not covered by other sources. The Select Board would likely take up this request on June 23, 2020, and the Advisory Committee will be meeting in early July to consider final Reserve Fund Transfer requests. It is possible that the final request will be less than \$500,000. It was

noted that it is possible the School Department may need to submit additional requests related to COVID-19 expenditures not covered by other sources.

ACTION 20-66

On a motion of Dr. Abramowitz and seconded by Ms. Charlupski, the School Committee VOTED UNANIMOUSLY (by roll call) to request up to \$500,000 from reserve funds to offset the deficit fund balances in revolving funds not covered by other sources.

The School Committee discussed possible transfer of the balance of the Vocational Educational Account to offset transportation costs for out of district students. No objections were raised.

ACTION 20-67

On a motion of Ms. Scotto and seconded by Mr. Pearlman, the School Committee VOTED UNANIMOUSLY (by roll call) to request transfer of the balance of the Vocational Education Account (29902990) of approximately \$43,159 to 313xxx-524631 to offset transportation costs for out of district students

The School Committee discussed possible transfer of remaining School Building Maintenance funds to offset School Operating Budget expenses and deficit fund balances in revolving funds. School Committee members noted the importance of maintaining buildings, and that deferred maintenance can have health, safety, and financial implications. It was noted that any funds remaining in the account at the end of the fiscal year would go to Free Cash and would be used to fund capital expenses in future years. School Committee members were in agreement on the importance of maintaining buildings. Some members suggested that the School Committee could make this transfer to provide flexibility in case there are any surplus funds in this account, and could rescind the vote if the deficits are covered through other sources.

Ms. Ditkoff moved that the School Committee request transfer of the balance of the School Building Maintenance (25003430) Account that is unexpended as of June 30, 2020 to offset School Operating expenses and make funds available to fund revolving fund deficits. The motion was seconded by Ms. Federspiel. The motion failed by a vote of 2 in favor (Mr. Pearlman and Ms. Ditkoff), 6 opposed (Ms. Federspiel, Dr. Abramowitz, Ms. Charlupski, Ms. Monopoli, Ms. Nobrega, and Ms. Scotto), and 1 abstention (Dr. Liu).

ii. Update on FY 2021 Budget

Mr. Lummis provided an update on the FY 2021 Budget (Attachment H). He reviewed the budget development process and timeline. As of May 29, 2020, the remaining deficit was \$4,462,148. Mr. Lummis summarized the most recent budget changes, including Central Office, District-wide Leaders, and Expenditures (\$1,695,500) and eliminated planned annual increases for all staff except those that are contractually obligated (AFSCME, BEU steps and lanes) (\$2,221,500). There is still a projected

deficit of approximately \$500,000, to be closed through identifying additional service cuts, eliminated three planned K-8 positions, and cutting stipends. In response to a question, Mr. Lummis reported that the Town has not sent any communication regarding a proposed reallocation of Other Post-Employment Benefits (OPEB) funds.

Mr. Lummis provided an update on Reduction in Force (RIF) notifications. The School Committee's June 4, 2020 vote on the FY 2021 Budget cleared the way to bring back almost all of the staff who had received RIF notifications on May 29, 2020. The Human Resources Department began working with the Interim Superintendent, Principals, Dr. Gittens, Ms. Ngo-Miller, and Curriculum Coordinators in the impacted departments to identify all staff who have positions for the start of the new school year. The department first focused on educators with Professional Teacher Status because of the looming contractual deadline of June 15, 2020, and will then move on to Pre-Professional Teacher Status educators. School Committee members noted the anxiety and uncertainty staff members are experiencing as a result of the RIF notices, and strongly encouraged the administration to rescind notices as quickly as possible. Members requested the following: frequent School Committee updates until the process is completed; that an update on the process and timeline go out to staff, families, and community members; and consideration of whether it is feasible to update the Human Resource database to avoid such situations in the future.

**iii. Possible Vote to Approve Submittal for K-12 Cares Act
Funding for FY 2020 and FY 2021**

Mr. Lummis summarized the proposed submission for K-12 Cares Act Funding for FY 2020 and FY 2021 (Attachment I). The proposed submission includes requests to cover costs for compensatory services, translation services, mental health services and supports, mileage, stipends, technology and equipment, special education, special education evaluations, teleservice supplies, professional development, supplies, and a private schools equitable share. Most of the expenses are in FY 2021, and the list totals \$430,150.

ACTION 20-68

On a motion of Ms. Federspiel and seconded by Mr. Pearlman, the School Committee VOTED UNANIMOUSLY (by roll call) to approve the submittal for K-12 Cares Act Funding for FY 2020 and FY 2021, as shown in Attachment I.

**b. Update on School District Closing in Response to COVID-19, including
Brookline Early Education Program (BEEP) Planning for Fall 2020**

Interim Principal of Early Education Regina Watts provided an update on BEEP planning for fall 2020 (Attachment J). In her presentation, Dr. Watts provided an overview of the following: BEEP history, the program in 2020, BEEP grant funded programs, BEEP community connections, and BEEP's fiscal structure. Dr. Watts discussed the impact of COVID-19 on the program during FY 2020. The School Committee voted to retain staff and suspend tuition payment during April, May, and June (loss of revenue totaled \$624,288). Dr. Watts presented a proposed plan for FY 2021

and reviewed the reopening vision, revolving fund projections, staffing costs per classroom under COVID-19 restrictions, infection control in early childhood classrooms, 2020-2021 School Year BEEP considerations, the BEEP virtual model, and long- and short-term financial concerns. The projected deficit is \$110,715, plus additional estimated COVID-19 expenses. Dr. Watts requested that the School Committee discuss/consider the following: the number of BEEP classrooms in FY 2021, whether the School Committee will support BEEP's plan by financially covering the projected gap and any additional COVID expenses, and any input or additional considerations to strengthen the Initial Draft Plan.

In response to questions, Dr. Watts addressed the following: accommodation of students with Individualized Education Programs (IEPs); planned use of the Clark Road building; measures to protect the health and safety of students and staff; collaboration with other parties include the Director of School Nursing and the Brookline Director of Health and Human Services; considerations if the buildings need to be shut down; concerns regarding the challenges the program will be facing, e.g., requirements for personal protective equipment, social distancing, sanitizing, screening, etc., and whether it makes sense to relocate classrooms to BEEP dedicated buildings.

School Committee members discussed possible sources to close the projected gap of \$110,715, including additional support from the Town and/or an additional assessment on tuition paying students (perhaps on a sliding fee scale). It was noted that the projected gap may go down during the year if any restrictions are lifted. Members noted the importance of this program to students and families and encouraged Dr. Watts to try to accommodate as many families as possible under the current restrictions, including adding further BEEP sections if possible.

ACTION 20-69

On a motion of Ms. Charlupski and seconded by Mr. Pearlman, the School Committee VOTED (by roll call), with 8 in favor, 0 opposed, and 1 abstention (Dr. Abramowitz) to accept the BEEP reopening plan, as shown in Attachment J, as amended by adding one additional classroom (if financially and logistically feasible) and with consideration of an additional assessment for tuition-paying families to help cover COVID-19 related expenses.

Mr. Lummis commented that this vote will make it possible to start rescinding layoff notices for many more Professional Teacher Status and pre-Professional Teacher Status teachers. Dr. Watts explained the process for identifying which paraprofessionals might be impacted.

c. Discussion and Possible Vote on Student Opportunity Act Plan

Dr. Gittens presented the proposed Student Opportunity Act Plan (Attachment K). Brookline is responsible for allocating \$229,400 from Chapter 70 funding towards a three-year plan. Based on advice from the State and the recent program review of PK-8 Mathematics, the district proposes focusing on eliminating gaps in Mathematics

achievement among student subgroups. The Department of Elementary and Secondary Education (DESE) provided the following advice: *If a district is expected to receive minimal or no increases in Chapter 70 aid, we recommend the district document existing programs targeted to closing achievement gaps for subgroups or reallocate existing funds, whether General Fund or grant funds, to ensure such programs are in place.* Dr. Gittens discussed the specifics of the plan and how it would impact achievement gaps. She reviewed the proposed budget. These are not new funds, and are already built into the Town's revenue estimates for the Schools. The plan must be submitted to the State by June 15, 2020. The Curriculum Subcommittee reviewed this proposal on June 2, 2020, and expressed support for the plan to focus on achievement gaps in mathematics.

Some School Committee members expressed support for this plan, noting the importance of addressing gaps in mathematics and the state guidance advising districts receiving a minimal increase to focus on existing programs targeted towards reducing achievement gaps. Some School Committee members suggested that the funds should be used for a for a program that's more clearly targeted toward reducing achievement gaps than the one being presented, and suggested that the plan include additional detail including a hypothesis and specific metrics.

Ms. Charlupski moved and Ms. Scotto seconded a motion to approve the proposed Student Opportunity Act Plan. The motion failed by a vote (roll call) of 4 in favor (Ms. Charlupski, Ms. Ditkoff, Ms. Monopoli, and Ms. Scotto), 5 opposed (Ms. Federspiel, Mr. Pearlman, Dr. Abramowitz, Dr. Liu, and Ms. Nobrega), and 0 abstentions.

Mr. Lummis reminded the School Committee that the district is required to submit a plan by June 15, 2020. Ms. Nobrega suggested voting to submit the plan, subject to further review and possible resubmission.

ACTION 20-70

On a motion of Ms. Nobrega and seconded by Mr. Pearlman, the School Committee VOTED (by roll call), with 6 in favor (Mr. Pearlman, Ms. Charlupski, Ms. Ditkoff, Ms. Monopoli, Ms. Nobrega, and Ms. Scotto), 3 opposed (Ms. Federspiel, Dr. Abramowitz, and Dr. Liu) to reconsider the previous motion and to submit the proposed Student Opportunity Act Plan (Attachment K), subject to further review and possible resubmission.

Dr. Gittens will follow up with the Chair of the Curriculum Subcommittee on further review and possible resubmission. The Curriculum Subcommittee will discuss this issue on June 23, 2020.

d. Review of Proposed Public Schools of Brookline (PSB) Policies

i. Proposed PSB Policy on Homeless Students (1st Reading)

Mr. Pearlman presented the proposed PSB Policy on Homeless Students (Attachment L) for a 1st Reading. Director of Guidance and Clinical Services Maria

Letasz Director of Guidance described her coordination role for students who are homeless, work that is done at the school level, and state requirements.

ii. Proposed PSB Policy on Educational Opportunities for Students in Foster Care (1st Reading)

Mr. Pearlman presented the proposed PSB Policy on Educational Opportunities for Students in Foster Care (Attachment M) for a 1st Reading. Director of Guidance and Clinical Services Maria Letasz described her coordination role for students who are in foster care, work that is done at the school level, and state requirements.

iii. Proposed PSB Policy on Public Comment and Participation at School Committee Meetings (1st Reading)

Mr. Pearlman presented the proposed PSB Policy on Public Comment and Participation at School Committee Meetings (Attachment N) for a 1st Reading. Members suggested amending the language so it is gender neutral and adding language on the mechanism for submitting written public comment.

4. SCHOOL COMMITTEE ACTIONS

a. Appointment to EDCO Collaborative Board of Directors 2020-2021

ACTION 20-71

On a motion of Ms. Federspiel and seconded by Mr. Pearlman, the School Committee VOTED UNANIMOUSLY (by roll call) to appoint Ms. Charlupski to serve as the Public Schools of Brookline representative to the EDCO Collaborative Board of Directors for the 2020-2021 School Year.

b. Appointment to EDCO Collaborative Advisory Council 2020-2021

ACTION 20-72

On a motion of Ms. Federspiel and seconded by Mr. Pearlman, the School Committee VOTED UNANIMOUSLY (by roll call) to appoint Dr. Marini to serve as the Public Schools of Brookline representative to the EDCO Collaborative Advisory Council for the 2020-2021 School Year.

5. SUBCOMMITTEE REPORTS

a. Capital Improvements Subcommittee

Ms. Charlupski reported that the Capital Improvements Subcommittee met on June 9, 2020. During the meeting, Mr. Simmons explained that the Town Administrator asked that all departments identify a 10 percent reduction in their proposed FY 2021 budgets. Mr. Simmons included a list of school items, totaling \$195,000. At the meeting, Mr. Simmons and Ms. Normen stressed the importance of maintaining the school buildings, and recommended that this reduction not be made. Deputy Town Administrator Melissa Goff confirmed that the \$195,000 reduction is not reflected in the Town Administrator's recommended FY 2021 Budget. If the School Department decides to make this reduction, the funds could be applied to the School Department's FY 2021 deficit (currently projected at approximately \$500,000). The Subcommittee agreed to gather additional information (whether any FY 2020 surplus utility funds could be applied to the FY 2020 deficit in School

Revolving Funds; whether the Schools would be able to transfer funds to the Building Repairs and Maintenance budget during the year; and the plan to close the deficit), and continue this discussion at a later meeting.

The Capital Improvements Subcommittee also considered a request by the Coolidge Corner Merchants Association to temporarily use a portion of the paved, emergency access drive at the Coolidge Corner School, adjacent to Zaftigs at 355 Harvard Street. The Economic Development Department asked the business community to come up with creative and safe ideas to prepare for the gradual reopening of businesses on sidewalks, parking spaces, and “parklets.” The department asked businesses to think about shared public spaces (not limited to one particular business). The Fire Prevention Division has assessed the paved open lot adjacent to Zaftigs and has no issue with the lot being used for outside seating. The Fire Department’s only requirement would be that any chairs or tables not be permanently affixed to the ground and that when the business is closed all tables and chairs be moved off to the side to create an open space for Fire Department operations, if needed. The operation would be covered by Zaftigs’ insurance. The Select Board plans to consider this request during meetings this week and next week, and would like to know whether the proposal has the School Committee’s endorsement. The Subcommittee discussed the request. There was general agreement on the desire to help the business community. Members discussed possible hours of operation. Mr. Gillis reported on Coolidge Corner School use during the summer (most programs end by noon). Students are not likely to be on that side of the building. Subcommittee members voiced support for daily use of the space during the summer months, but not once school is in session. There was general agreement that there should not be a charge for use of the space during the pandemic, but that there would likely be a charge if use continues after the pandemic.

ACTION 20-73

On a motion of Ms. Charlupski and seconded by Mr. Pearlman, the School Committee VOTED UNANIMOUSLY (by roll call) to endorse the request of the Coolidge Corner Merchants Association to temporarily use a portion of the paved, emergency access drive at the Coolidge Corner School, adjacent to Zaftigs at 355 Harvard Street. Use would be from the date of Select Board approval through August 31, 2020 (with possibility of extension for limited hours) and use would be subject to licensure and conditions set by the Select Board and Fire Department (e.g., removal of all tables and chairs when not in operation).

Ms. Charlupski will report back on the Select Board’s recommendation. If necessary, the School Committee could at a future meeting consider the issue of alcohol consumption on the site.

b. Policy Review Subcommittee

Mr. Pearlman reported that the Policy Review Subcommittee will be meeting on June 15, 2020. The agenda will include discussion of the School Admissions Policy and Admissions Guidelines for Non-Resident Students, Fiscal Management Policies (including the Policy on Use of Revenues from Non-Tax Sources), and an update on School Site Councils. Dr. Abramowitz recommended that the Policy Review

Subcommittee consider possible need for COVID-related policies that address homeschooling choices, remote learning options even when school is in session, attendance, and whether the district will accept credit for courses taken online/remote (at the high school level). Mr. Pearlman commented that the Policy Review Subcommittee will meeting over the summer to discuss these issues (in concert with the Curriculum Subcommittee).

c. Finance Subcommittee

Ms. Ditkoff requested clarification of next steps to finalize the budget for Town Meeting, e.g., establishing budget subcategories. Ms. Normen commented that her office is in the process of updating OpenGov. The next meeting of the Finance Subcommittee will take place on June 16, 2020.

d. Curriculum Subcommittee

Ms. Scotto reported that the Curriculum Subcommittee met on June 2, 2020. Social Studies Curriculum Coordinator Gabe McCormick, Professional Development Director Michelle Herman, K-8 World Language Curriculum Coordinator Tanya Alvarado, and Interim Chair of Health and Fitness Carlyn Uyenoyama reported on remote learning in their subject areas. Senior Director of Programs Meg Maccini presented the Student Opportunity Act Plan. The next meeting of the Curriculum Subcommittee will take place on June 23, 2020.

e. Additional Liaisons and Updates

Ms. Ditkoff provided an update on Brookline Education Fund and Brookline High School Innovation Fund donations. Mr. Pearlman noted that School Committee members have been invited to participate in some remote learning sessions. He found it worthwhile and encouraged other School Committee members to participate, if possible. Ms. Charlupski reported that Child Group Director Rachel Hennessey-Crowell presented on the Bridge for Resilient Youth in Transition (BRYT) Program during a recent Brookline Center for Community Mental Health Board meeting. Ms. Federspiel congratulated all of the Brookline High School graduates, and praised the organizers for planning such a special day.

6. NEW BUSINESS

School Committee members congratulated Mr. Lummis on his appointment as Superintendent of the Gloucester Schools. Members expressed their appreciation to Mr. Lummis for his work in Brookline.

7. PROPOSED EXECUTIVE SESSION

By unanimous roll call vote at 8:45 PM, the School Committee entered into Executive Session pursuant to Massachusetts General laws chapter 30A section 21(a) for Purpose 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel (non-aligned personnel); for Purpose 3, to discuss strategy with respect to collective bargaining with the Brookline Educators Union (BEU) (Unit A, Unit B, and Paraprofessionals), and with AFSCME (Building Service Employees, Brookline

Educational Secretaries Association, and School Food Service Employees) because the Chair declared that an open meeting may have a detrimental effect on the bargaining or litigating position of the public body; and for Purpose 7, to review and approve executive session minutes from the following meeting: May 27, 2020 and June 1, 2020. Ms. Federspiel announced that the meeting will reconvene in open session at the end of the Executive Session. By roll call vote at 10:00 PM, with 7 in favor, 1 opposed (Dr. Abramowitz), and 1 abstention (Ms. Ditkoff), the School Committee reconvened in public session.

8. POSSIBLE SCHOOL COMMITTEE ACTIONS

a. Possible Vote to Approve Memorandum of Agreement (MOA) between the Brookline School Committee and AFSCME (Building Service Employees, Brookline Educational Secretaries Association, and School Food Service Employees)

Ms. Federspiel reported that the Brookline School Committee and AFSCME (Building Service Employees, Brookline Educational Secretaries Association, and School Food Service Employees) reached agreement on MOAs.

ACTION 20-74

On a motion of Ms. Federspiel and seconded by Mr. Pearlman, the School Committee VOTED UNANIMOUSLY (by roll call) to approve the MOA between the Brookline School Committee and AFSCME (Building Service Employees).

ACTION 20-75

On a motion of Ms. Federspiel and seconded by Ms. Scotto, the School Committee VOTED UNANIMOUSLY (by roll call) to approve the MOA between the Brookline School Committee and AFSCME (Brookline Educational Secretaries Association).

ACTION 20-76

On a motion of Ms. Federspiel and seconded by Mr. Pearlman, the School Committee VOTED UNANIMOUSLY (by roll call) to approve the MOA between the Brookline School Committee and AFSCME (School Food Service Employees).

9. ADJOURNMENT

Ms. Federspiel adjourned the meeting at 10:05 PM.

Respectfully Submitted,

Robin E. Coyne, Executive Assistant
Brookline School Committee



Town of Brookline

Massachusetts

Patrick J. Ward
Town Clerk
Linda G. Golburgh
Assistant Town Clerk

June 10, 2020

CERTIFICATE OF ELECTION AND OATH OF OFFICE

I, Linda G. Golburgh, Assistant Town Clerk for the Town of Brookline, duly qualified and acting as such and having custody of the records, hereby certify that at the June 9, 2020 Annual Town Election, held in accordance with M.G.L., C.41, §1, Suzanne Federspiel, Andy J. Liu and Mariah C. Nobrega were elected members of the School Committee for the Town of Brookline.

I further certify, in accordance with M.G.L., C.41, § 15, that on June 10, 2020, Suzanne Federspiel, Andy J. Liu and Mariah C. Nobrega were sworn to the faithful performance of their duties as members of the School Committee for the Town of Brookline.

A T T E S T:

(Seal)

Linda G. Golburgh
Assistant Town Clerk

District Name: Town of Brookline
School Name: John R. Pierce School
Project ID Number: 201800460040

MASSACHUSETTS SCHOOL BUILDING AUTHORITY FEASIBILITY STUDY AGREEMENT

This Feasibility Study Agreement, dated the ____ day of _____, 2020 (the “Agreement”) is between the Massachusetts School Building Authority (the “**Authority**”), a public instrumentality of the Commonwealth of Massachusetts established by Chapter 70B of the Massachusetts General Laws and Chapters 208 & 210 of the Acts of 2004 of the Commonwealth, in each case as amended from time to time, and the Town of Brookline (the “**District**”).

WHEREAS, the District submitted a Statement of Interest to the Authority for the John R. Pierce School (hereinafter “**School**”), and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, on December 12, 2018, the Board of Directors of the Authority voted to invite the District to the MSBA’s Eligibility Period, and on June 3, 2019 the District commenced the Eligibility Period, and the District has completed all applicable preliminary requirements to the satisfaction of the MSBA;

WHEREAS, on April 15, 2020, the Board of Directors of the Authority shall have voted to authorize the Parties to enter into this Agreement upon the terms and conditions stated herein.

WHEREAS, the Feasibility Study is one step in the multi-step process of the Authority’s grant program for school building construction and renovation projects, and the invitation to collaborate on conducting and/or reviewing a Feasibility Study is not approval of a project or any funding by the Authority, except as expressly provided in this Agreement;

WHEREAS, the Authority’s grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02, 2.03 & 2.10(2), in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Feasibility Study and advise the District during the study;

WHEREAS, the Authority may reimburse the District for a portion of eligible, approved costs incurred in connection with the Feasibility Study undertaken by the District for the School under certain terms and conditions, hereinafter provided, and subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and all applicable policies and guidelines of the Authority.

NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District (together, the “Parties”) agree as follows:

SECTION 1 DEFINITIONS

1.1 Capitalized terms not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq.*

“Budget” shall mean a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, will be incurred in connection with the planning, development, and the completion of the Feasibility Study, which Budget shall be approved by the Authority and attached hereto as **Exhibit A**, as it may be updated from time to time.

“Design Contract” shall mean the standard design contract developed and prescribed by the Authority, as it may be amended by the Authority from time to time that shall be executed by the District and the Designer for design services related to the Proposed Project.

“Designer” shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to conduct a Feasibility Study, in accordance with the provisions of Sections 2.1(a)(i) and 2.1(a)(ii) of this Agreement.

“Excusable Delay” shall mean a delay of the Feasibility Study that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable, provided that the failure of the District to have exclusive ownership, control and use of site will not extend the “Term of the Agreement” established in Section 2.2.

“Feasibility Study” shall mean a study as described in 963 CMR 2.10(8) and in any applicable policies and guidelines of the Authority and, in relation to a Major Reconstruction Project or Repair Project, as described in M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and any applicable policies and guidelines of the Authority, shall also include an engineering study, in a format prescribed by or otherwise acceptable to the Authority, to investigate potential options and solutions, including cost estimates, for the deficiencies and issues identified in the Statement of Interest or as otherwise determined by the Authority.

“Owner’s Project Manager” shall mean the individual corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

“Scope” shall mean the scope of the Feasibility Study as described in 963 CMR 2.10(8) and any applicable policies and guidelines of the Authority or as otherwise determined in writing by the Authority and as more fully described in **Exhibit B** attached hereto, as it may be updated from time to time as mutually agreed upon by the District and the Authority.

“Schedule” shall mean the schedule for the Feasibility Study, which schedule shall be updated from time to time and approved by the Authority.

“School” shall mean the John R. Pierce School located in the District.

“Statement of Interest” shall mean the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted to the Authority by the District for the School.

SECTION 2 FEASIBILITY STUDY

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants contained herein, the Parties hereby agree as follows:

2.1 Feasibility Study.

- (a.) The Parties hereby agree that the District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School’s deficiencies and issues as identified in the Statement of Interest or as otherwise determined by the Authority and in accordance with the Scope, Budget, and Schedule approved by the Authority, provided that the Authority has the unconditional unilateral right to alter that approved Scope, Budget, and/or Schedule for the Authority’s convenience and the Authority will not be liable to the District for any loss and/or damage that arises, in whole or in part, out of any such alteration. The adequacy, sufficiency and/or acceptability of a Feasibility Study or a Prior Study, as defined in Section 2.1(c) of this Agreement, for the purposes of the Authority’s grant program shall be determined by the Authority within its sole discretion. Any determination by the Authority that a Feasibility Study or Prior Study is adequate, sufficient or acceptable

for the Authority's purposes shall not be construed as a certification or approval by the Authority of the studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein and no MSBA requirement that the District study a particular Option shall constitute an MSBA approval of that Option, in whole or in part. The District, its officials, employees and agents are and shall remain responsible for the Feasibility Study and/or Prior Study and the building designs, site plans, drawings, cost estimates, specifications and other materials and information relative thereto that the District submits to the Authority. The Authority's review of the Feasibility Study and/or Prior Study and any studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein or related thereto is solely for the purpose of determining whether they meet the provisions of this Agreement and the Authority's regulations, standards, policies, guidelines and other requirements and whether the District will be eligible for potential funding from the Authority for the Proposed Project. Approval of a Proposed Project shall only be determined by a vote of the Authority's Board in accordance with 963 CMR 2.00 et seq. and the applicable policies and guidelines of the Authority.

- (i.) The District shall procure a Designer to conduct the Feasibility Study pursuant to the provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any other applicable laws and regulations; provided, however, that if the estimated construction cost of the Proposed Project is determined to be more than five million dollars (\$5,000,000), then the District shall select the Feasibility Study Designer using the Authority's Designer Selection Panel in accordance with 963 CMR 2.00 *et seq.* and all applicable policies and guidelines of the Authority. The District shall not use a Designer who was procured by the District prior to July 1, 2007, to conduct the Feasibility Study, unless the Designer is acceptable to the Authority. It is further provided that, if said Designer who was procured by the District prior to July 1, 2007, is unacceptable to the Authority, the District shall conduct a new procurement for a Feasibility Study Designer pursuant to the applicable provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any rules, regulations, policies and guidelines of the Authority.

- (ii.) The District shall use the Authority's Design Contract to contract with the Designer for the Feasibility Study. The District shall monitor the performance of the Designer and shall require the Designer to fully comply with all provisions of the Design Contract, including, but not limited to, all provisions affecting the interests of the Authority.
 - (iii.) If, at any time, the construction cost of the Proposed Project is estimated to be more than one million five hundred thousand dollars (\$1,500,000), or if the construction cost of the Proposed Project is estimated to be equal to or less than one million five hundred thousand dollars (\$1,500,000) and the Authority so requires, at any time, as a condition to qualify for funding by the Authority, the District shall procure and maintain under contract, or otherwise assign, an Owner's Project Manager, pursuant to M.G.L. c. 149, § 44A ½, 963 CMR 2.00, *et seq.* and any applicable policies and guidelines of the Authority. The selection of an Owner's Project Manager shall be subject to the review and approval of the Authority as required by M.G.L. 70B, 963 CMR 2.00, *et seq.*, and any applicable policies and guidelines of the Authority. Any costs associated with an Owner's Project Manager who is not approved by the Authority shall not be eligible for reimbursement.
 - (iv.) Where applicable, the District shall use the Authority's model request for services and standard contract to procure and contract with any Owner's Project Manager for the Proposed Project, including the Feasibility Study stage of the Proposed Project. The District shall monitor the performance of the Owner's Project Manager and shall require the Owner's Project Manager to fully comply with all provisions of the contract between the District and the Owner's Project Manager including, but not limited to, all provisions affecting the interests of the Authority.
- (b.) Subject to the satisfaction of or compliance with, as reasonably determined by the Authority, all of the terms and conditions of this Agreement, the applicable provisions of M.G.L. c. 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* and any other rule,

regulation, policy or guideline of the Authority, and further subject to the Authority's approval of the Scope, Budget and Schedule and the District's approval, authorization and appropriation for the Feasibility Study using forms prescribed by or otherwise acceptable to the Authority, the Authority hereby agrees to pay to the District an amount that shall under no circumstances exceed the lesser of (i) 32.26% of the eligible, approved costs of the Feasibility Study, as determined by the Authority, or (ii) \$645,200.00. The Parties hereby acknowledge and agree that \$645,200.00 is the maximum amount of funding that the District may receive from the Authority for the Feasibility Study, and that the final amount of eligible Feasibility Study costs approved by the Authority may equal an amount less than \$645,200.00, as determined by an audit or audits conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the \$645,200.00 or ineligible for payment by the Authority shall be the sole responsibility of the District. The reimbursement rate set forth above, and as more fully described in the Reimbursement Rate Summary, attached hereto as **Exhibit "C"**, is the rate at which the District may be reimbursed for the eligible, approved costs of the Feasibility Study.

In the event that the Authority reasonably determines that the Feasibility Study is not in accordance or compliance with the Scope, Schedule, Budget, all of the terms and conditions of this Agreement, the provisions of M.G.L. c. 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any other rule, regulation, policy or guideline of the Authority, or is delayed (other than an Excusable Delay) or is not duly authorized, approved and funded by the District in accordance with applicable law and as required by the Authority, then the Authority may temporarily and/or permanently withhold payments to the District for any eligible, approved costs of the Feasibility Study, provided that the Authority shall not unreasonably withhold any such payments and further provided that the Authority shall give written notice to the District of any such withholding. Notwithstanding the foregoing, failure by the Authority to provide such written notice timely shall not create or result in any entitlement to payment for the District. In the event that the Authority either temporarily or permanently withholds payment for the Feasibility Study, the District hereby agrees and acknowledges that the Authority shall have no liability for any such withholding of payment or any loss that may occur as a result of any such withholding of payment.

The District shall not be eligible to receive any funding for the Authority's share of the eligible, approved Feasibility Study costs, or any portion thereof, unless and until the Authority has approved the Scope, Budget, and Schedule. The Authority shall reimburse the District only for costs incurred by the District in connection with the Feasibility Study that are timely submitted to the Authority, eligible for reimbursement pursuant to

Authority policies, procedures, and guidelines, and audited and approved by the Authority.

- (c) Notwithstanding any provision of this Agreement, a District will not be eligible for reimbursement for costs that arise out of any study of the deficiencies and issues identified in the Statement of Interest to the extent that those costs were incurred by the District prior to the date of the Execution of this Agreement.

2.2 Term of Agreement.

No Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of this Agreement will be approved by the Authority's Board until on or after July 1, 2021. Subject to that limitation, the Agreement will terminate upon (1) the approval of a Project Scope and Budget Agreement for a Proposed Project by the Authority's Board and the (2) execution of a Project Scope and Budget Agreement by the Authority and the District for that Proposed Project or (2) Nine Hundred and Thirteen (913) Days after the date upon which the Authority's Board votes to invite the District into Feasibility Study, whichever occurs sooner.

SECTION 3 COVENANTS

The District covenants and agrees that as long as this Agreement is in effect, the District shall and shall cause its employees, officers, agents, and representatives to perform and comply with all covenants of this Agreement.

3.1 The District hereby agrees that it shall make available for inspection by, and submit to, the Authority any and all information and documentation related to the Feasibility Study, including, but not limited to budget information, progress reports, and draft copies that may be requested by the Authority, promptly and in no event later than the deadline stated in any such request.

3.2 The District hereby agrees that it shall work with the Authority in developing the Scope, Budget and Schedule for the Feasibility Study and it acknowledges and agrees that the Authority's funding for the Feasibility Study is subject to the Authority's approval of the Scope, Budget and Schedule.

3.3 The District hereby acknowledges and agrees that the Authority shall not provide any amounts in excess of the amount determined under Section 2.1(b) of this Agreement.

3.4 The District hereby acknowledges and agrees that the Authority may, in its sole discretion, determine that certain costs incurred by the District in connection with the Feasibility Study are not eligible for reimbursement by the Authority, pursuant to any applicable provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, including, but not limited to, sections 2.10 & 2.16(5), and any other policies and guidelines of the Authority.

3.5 The District shall comply with all provisions of this Agreement; the provisions of all other agreements between the Authority and the District that relate to the Feasibility Study; the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and all policies and guidelines of the Authority; and all provisions of law applicable to the Feasibility Study, this Agreement, and any other agreements and documents related to the Feasibility Study, and shall take all action necessary to fulfill its obligations under this Agreement.

3.6 The District hereby acknowledges and agrees that the Authority shall not be required or obligated to make any payment for any eligible Feasibility Study costs while an Event of Default, as defined in section 8 of this Agreement, shall have occurred.

3.7 The District shall, and shall cause any Owner's Project Manager and Designer and their employees, subconsultants and agents to, keep adequate records of the Feasibility Study and make all Feasibility Study records and the Feasibility Study site(s) available to the Authority or representatives of the Authority for review during the course of the Feasibility Study.

3.8 The District hereby acknowledges and agrees that the duties of any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall include, but not be limited to, fully and completely managing and coordinating on behalf of the District the administration of the Feasibility Study to completion. Any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall be responsible for overseeing, tracking, and managing the Budget and Schedule. In the event that an Owner's Project Manager is not required for the Proposed Project, the District shall have the aforesaid duties and responsibilities in addition to any others imposed by M.G.L. c. 70B, 963 CMR, *et seq.*, the policies and guidelines of the Authority, and any other applicable provisions of law.

3.9 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Proposed Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Proposed Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Proposed Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The

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District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Proposed Project.

3.10 The District hereby acknowledges and agrees that the duties of the Designer shall include, but not be limited to, those described in this Agreement, including, but not limited to, the Scope attached hereto as Exhibit B; 963 CMR 2.10(8); any applicable rules, regulations, policies and guidelines of the Authority; and any standard scope of services and the Design Contract prescribed by the Authority.

3.11 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, agents, consultants or contractors shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Feasibility Study Agreement or the Feasibility Study, and further acknowledges and agrees that the submission of any such information or documentation may cause the Authority to suspend, revoke or terminate any and all payments otherwise due to the District and/or recover any previous payments made to the District, and the District may be ineligible for any funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.12 The District hereby acknowledges and agrees that the Authority shall bear no responsibility or liability of any sort for the results of any Feasibility Study, environmental assessment, geotechnical site testing, any necessary site remediation, clean-up, or other site remediation services.

3.13 The District hereby acknowledges and agrees that it shall provide a final Feasibility Study report to the Authority, which shall be in a format that is prescribed by or otherwise acceptable to the Authority.

3.14 The District hereby acknowledges and agrees that the Authority's grant program is a non-entitlement, discretionary program based on need, and the Feasibility Study may not result in a school construction, renovation or repair project that is eligible for funding by the Authority.

3.15 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for the Proposed Project with the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of

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a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

SECTION 4 PAYMENTS AND AUDIT

4.1 Subject to the terms and conditions of the Agreement, the Authority shall reimburse the District for eligible, approved costs incurred in connection with the Feasibility Study in accordance with the following:

(a) Using the Authority's Pro-Pay system, the District shall submit requests for reimbursement on a monthly basis to the Authority in a format prescribed by the Authority. Each monthly request for reimbursement shall be approved locally by a duly authorized representative of the District, shall be in a form acceptable to the Authority, shall include reasonable detail, including, but not limited to (1) the amount of funding requested, (2) the nature of the materials or property or services received, (3) the total value of the work performed and materials furnished by the Owner's Project Manager, if any, the Designer, and each consultant, subconsultant or vendor to date, and (4) the value of the work completed during the Feasibility Study. The District agrees that each request for reimbursement shall be accompanied by the invoices for each of the amounts requisitioned and any other supporting documentation and information substantiating the District's request for reimbursement, as the Authority may request, in a form satisfactory to the Authority.

(b) Each request for reimbursement shall include a written certification signed by a duly authorized representative of the District stating that: (1) such request for reimbursement is solely for Feasibility Study costs, (2) the obligations itemized in the request for reimbursement have not been the basis for a prior request for reimbursement submitted by the District that has been paid or rejected by the Authority, (3) the reimbursement requested is due for work actually and properly performed or materials or property actually supplied prior to the date of the requisition, (4) the reimbursement requested is for costs that already have been duly paid by the District, and (5) such reimbursement requested is within the Budget approved by the Authority.

(c) The Authority shall review all requests for reimbursement properly submitted pursuant to this Agreement as soon as reasonably possible. The Authority shall not consider requests for reimbursement that are not, as reasonably determined by the Authority, (1) timely and properly submitted, (2) in accordance with the most recent Budget approved by the

Authority, and (3) for eligible Feasibility Study costs incurred by the District. The District understands and agrees that no reimbursement shall be made by the Authority unless the District has complied with all of the terms and conditions of this Agreement, the applicable provisions of M.G.L. c. 70B, chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and all policies and guidelines of the Authority.

(d) After receipt from the District of a timely and properly submitted request for reimbursement pursuant to this Agreement, the Authority shall make payment to the District of the Authority's share of approved, eligible Feasibility Study costs, subject to the terms and conditions of this Agreement. The District hereby agrees and acknowledges that the amount of approved, eligible Feasibility Study costs reimbursed by the Authority may be subject to change, pending audit, including but not limited to an audit pursuant to Section 4.2 of this Agreement and the final close-out audit pursuant to Section 4.3 of this Agreement.

4.2 The Authority may review and perform a preliminary audit on each request for reimbursement submitted pursuant to this Agreement to ensure that only eligible costs of the Feasibility Study are approved and paid by the Authority. Any such preliminary audits shall be conducted in accordance with 963 CMR 2.16 and other policies and guidelines of the Authority. In the event that the Authority determines that an item contained in a request for reimbursement submitted by the District pursuant to this Agreement is not eligible for reimbursement by the Authority, the Authority shall adjust a subsequent reimbursement to the District to account for the ineligible costs. The District hereby acknowledges and agrees that each audit conducted pursuant to this Section 4.2 is preliminary, and the Authority may further adjust and alter the results of a preliminary audit after it conducts subsequent audits or a final close-out audit of the Feasibility Study.

4.3 The District hereby acknowledges and agrees that a final, close-out audit of the Feasibility Study by the Authority shall include an audit of all requests for reimbursement submitted and all reimbursements made by the Authority. The final, close-out audit shall be conducted in accordance with 963 CMR 2.16 and any other applicable regulations, policies and guidelines of the Authority. The District shall make all documents and materials requested by the Authority or its representatives available in a timely manner. The District further acknowledges and agrees that the final, close-out audit of the Feasibility Study may not occur until such time as the Authority conducts its final, close-out audit of the project that may result from the Feasibility Study, should the District be approved for any such project. Any adjustments applicable as a result of the final, close-out audit may be made in the final amount of the Total Facilities Grant, as determined by the Authority.

SECTION 5 REPRESENTATIONS AND WARRANTIES

The District hereby warrants and represents that each of the following statements is true, correct and complete:

5.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Agreement and all other documents related to the Feasibility Study.

5.2 The District is duly authorized to execute and deliver this Agreement and has taken all necessary steps to authorize the execution and delivery of this Agreement, to undertake the Feasibility Study and to perform and consummate all transactions contemplated by this Agreement.

5.3 The undersigned has the full legal authority to execute this Agreement on behalf of the District and to bind the District to its provisions.

5.4 This Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provisions of law, including, but not limited to, any statute, charter, by-law, ordinance, rule or regulation, or any judgment, order, rule or regulation of any court or other agency of government.

5.5 The District has all requisite legal power and authority to own and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study or, in the case of a school facility that is leased by the District, the District has all of the requisite legal power and authority to control and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study pursuant to a lease which assures that the District has exclusive jurisdiction and control of the School and the land upon which it is situated for the anticipated useful life of the Proposed Project.

5.6 No information furnished by or on behalf of the District to the Authority in this Agreement, the Budget, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Feasibility Study contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

5.7 The District has duly obtained all necessary votes, resolutions, authorizations, appropriations and local approvals, in accordance with formats prescribed by or otherwise acceptable to the Authority, and has taken all actions necessary or required by law to enable it to enter into this Agreement and to fund and perform its obligations

hereunder, in accordance with the Authority's guidelines, regulations, policies and standards. This Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

5.8 No litigation before or by any court, public board or body is pending or threatened against the District or the Authority seeking to restrain or enjoin the execution and delivery of this Agreement or the Feasibility Study, or contesting or affecting the validity of this Agreement or the power of the District to pay its share of the Feasibility Study.

5.9 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Feasibility Study and any future construction or renovation projects that may be forthcoming as a result of the Feasibility Study.

5.10 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

5.11 All meetings of all public bodies in the District that relate in any way to the Proposed Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, the so-called Open Meeting Law, and all other applicable law.

SECTION 6 INSURANCE

6.1 The District shall obtain and maintain all insurance required by law and insurance of such types and limits and upon such terms and conditions as may be required by, or as may be acceptable to, the Authority.

6.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Designer hired by the District in connection with the Feasibility Study obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in the Design Contract between the Designer and the District.

6.3 Except where the Owner's Project Manager is an existing employee of the District, the District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Owner's Project Manager hired by the District obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in its standard contract for Owner's Project Manager services which is incorporated by reference herein.

SECTION 7
COMPLIANCE WITH CONTRACT DOCUMENTS, PROJECT PERMITS AND
OTHER APPLICABLE LAW

7.1 The District shall take all reasonable actions designed to ensure that the Feasibility Study complies with all applicable contract documents, building codes, laws, rules and regulations and to ensure that all necessary project permits have been obtained. Notwithstanding any right of approval or review held or exercised by the Authority in connection with this Agreement or the Feasibility Study, the District shall be responsible for the successful performance and completion of the Feasibility Study in accordance with this Agreement, the Design Contract, design documents and project permits, if any, and for the economical and efficient operation and administration of the Feasibility Study.

SECTION 8
DEFAULTS AND REMEDIES

8.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Agreement:

(a) If the District shall fail to perform and observe any covenant, agreement or condition on its part provided in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority in writing, is instituted by the District within such period and diligently pursued until the failure is remedied. Any forbearance or failure of the Authority in giving such written notice shall not amount to any waiver of the Authority's rights under this Agreement as to the same or subsequent breaches and shall not preclude the Authority from pursuing any of its rights or remedies provided under this Agreement or as otherwise provided by law.

(b) If any representation or warranty made by the District in this Agreement or in any other agreement entered into by the District with the Authority shall prove to have been incorrect or to be misleading in any material respect.

8.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Agreement, and may: (a) terminate this Agreement, (b) permanently withhold or temporarily suspend payment of any eligible, approved costs to the District, (c) recover any payments of eligible, approved costs previously made to the District, and/or (d) exercise any other right or remedy upon such default as may be granted to the Authority under this Agreement or under any other applicable provision of law.

8.3 No remedy conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as the Authority may deem expedient.

SECTION 9 OTHER TERMS

9.1 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

9.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

9.3 Indemnification of the Authority by the District. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Authority or any of its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the execution or implementation of this Agreement or with respect to the Feasibility Study, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Feasibility Study. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

9.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged or held personally or contractually liable by or to the District under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

9.5 Assignability. The District shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

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9.6 Payment Not A Waiver.

The Authority's payment(s) to the District under this Agreement or its review, approval or acceptance of any actions by the District under this Agreement shall not operate as a waiver of any rights under this Agreement and the District shall remain liable to the Authority for all damages incurred by the Authority as a result of the District's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Agreement.

9.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: (617) 720-8460

If to the District:

Town of Brookline
333 Washington Street, 6th Floor
Brookline, MA 02445
Attention: Town Administrator

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

9.8 Severability. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

District Name: Town of Brookline
School Name: John R. Pierce School
Project ID Number: 201800460040

9.9 Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

9.10 No Waiver. No waiver by either party of any term or conditions of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

9.11 Integration. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the Feasibility Study and constitutes the entire agreement between the Parties hereto with respect to the Feasibility Study and the Authority's funding of a portion of the eligible, approved costs of the Feasibility Study.

9.12 Amendments. This Feasibility Study Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 2020.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By,

John K. McCarthy
Executive Director

TOWN OF BROOKLINE

By,

NAME (type or print)

TITLE (type or print)



THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02445

PHONE 617-730-2425

BENJAMIN LUMMIS
INTERIM SUPERINTENDENT OF SCHOOLS

MARY ELLEN NORMEN
DEPUTY SUPERINTENDENT
FOR ADMINISTRATION AND FINANCE

Request for Gift Acceptance

June 18, 2020

The School Department requires specific authorization for acceptance of gifts.

School Committee Action Requested: Please accept the following donations:

<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>	<u>Reason</u>	<u>Account Number</u>
Lawrence School PTO	Lawrence School	\$500.00	6-8 Grade Play Stipend	3300SEF5-482030
Lawrence School PTO	Lawrence School	\$300.00	Early AM Sports	3300SEF5-482030
Lawrence School PTO	Lawrence School	\$485.22	Early AM Sports	3300SEF5-482030
Brookline Community Foundation	Brookline High School	\$26,000.00	The Whipple Writing Fellowship	3220SEH4-482030
Anonymous Donation	Brookline High School	\$300.00	Spring Athletics Fee	3105SE26-423002
Anonymous Donation	Brookline High School	\$85.00	Extramural Indoor Soccer Fee	3105SE26-423002
Heath School PTO	Heath School	\$607.50	Homework Folders	3300SEF4-482030
Dr. Paul Monach and Ms. Linda Monach	District	\$2,000.00	To support the Public Schools of Brookline	3300SEH8-482030

Motion: Accept the above listed gifts for school department use.



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: Brookline High School- Amendment 18R1
Design Services (FY 19)

DATE: June 9, 2020

On the Calendar this week, the Building Department is requesting the approval of an amendment for designer services for the subject project in the total amount of \$272,410.

The appropriation for this contract was approved by Town Meeting as part of the overall CIP for FY19. This amendment is for additional services involving geotechnical field services, traffic mitigation design services and Tappan redesign services. Refer to the Hill memo dated June 9, 2020 and the Rawn memo dated June 2, 2020 for further explanation of services.

The Building Department will be available on Tuesday evening to answer any questions. Thank you for your consideration.

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 10-Jun-20

TO: William Rawn Associates, Architects, Inc
 10 Post Office Square, Suite 1010
 Boston MA 02109

Purchase Order Number
 21803108

Vendor Number
 53540

PAYMENT AMOUNT
 \$272,410.00

BUDGET 14,838,648.00
 BALANCE 9,310,309.22

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		524003

FOR: Brookline High School Expansion

Amendment	Date	
18	6/8/2020	Geotech Eng, Services, Traffic Mitigation - Tappan Renovation

AMOUNT
 \$272,410.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

SELECT BOARD

APPROVAL OF:

Bernard W. Greene, Chairman

Benjamin J. Franco

Nancy S. Heller

Heather Hamilton

Raul Fernandez

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance



Hill International

Hill International, Inc.
75 Second Avenue, Suite 300
Needham, MA 02494
Tel: 617-778-0900
Fax: 617-778-0999
www.hillintl.com

June 9, 2020

Mr. Ray Masak, P.E.
Project Manager
Town of Brookline Building Department
333 Washington Street
Brookline, MA 02445

Re: William Rawn Associates Amendment 18r1 – Add Services

Dear Mr. Masak:

We have received and reviewed WRA's Amendment Request #18r1 for requested additional design services associated with extending duration of Geotechnical services, design solution for leaks at existing portal connector between main campus and STEM, completion of traffic mitigation design, and proceeding with re-design of Tappan Gym. The services proposed were previously reviewed and commented on by Hill, and the Amendment reflects revisions we support:

Scope #1 – Extend Geotechnical Engineering and Construction Administration Services for 22 Tappan and STEM projects – Add Service = \$18,150: As a follow-up to previously approved Amendment 14, Skanska's schedule have further extended for site activities requiring McPhail's soil management oversight for additional 6-weeks and 3-weeks of special inspections. Originally WRA/McPhail had asked for a \$36,800 Add Service, but pursuant to Hill's review and comments, it was reduced to \$18,150.

Scope #2 – Additional Design Services to address existing failing conditions/leaks inside the portal connector between Main BHS Campus and new STEM – Add Service = NTE \$20,000: The existing tunnel connector was discovered to have cracks in its ceiling that after initial exploratory work with Skanska's assistance have been determined to be compromised and this existing condition needs a long term fix. WRA, with design assistance from NV5/BEA, will complete a permanent design solution to this unforeseen existing condition and once complete, issue a Proposal Request Bulletin pricing from Skanska.

Scope #3 – Complete Traffic Mitigation design and construction administration services – Add Service = \$81,000 (or \$64,610 if Tasks 1A, 1B and 3 are omitted): WRA's previously approved Amendment 1 did not include fees for completing Traffic design beyond the original base contract fee only for Schematic Phase for a Traffic Study Report. After recent meetings with ToB to clarify traffic control requirements, this Add Service is for completing a design and providing construction administration services associated with the Traffic Mitigation scope. However, if ToB chooses to not include Tasks 1A, 1B & 3, then this Scope alternate would be reduced to \$64,610.

Scope #4 – Complete re-design of Tappan Gym from value-engineered Concept back up to 60% design level – Add Service = \$169,650: After the 60% estimate reconciliation around June 2019, it was determined that projected cost of Tappan Gym per the 60% CDs (\$10.7M), plus STEM, 22 Tappan, MBTA and other areas of the project, presented an overall project cost that far exceeded the approved budget. Therefore, Tappan Gym was placed on hold, pending additional funding availability. After consulting with co-Chairs, it was decided to change this project significantly by

eliminating the front addition, eliminate the major basement slab and underground plumbing rework, and several other scope items in favor of a "simplified" shared entrance lobby reconfiguration, re-configure renovation spaces in order to re-use as much of existing plumbing infrastructure as possible. WRA provided revised conceptual sketches to Skanska mid-November 2019 for VE pricing. On 12/20/19, a (\$4M) VE option was presented to the co-Chairs which could reduce the Tappan cost down to projected cost of \$6.6M. However, that pricing was not based on updated design drawings by WRA. To support this Add Service WRA submits that, although they would typically own designing to a budget in their base service, due to timing of decision for pursuing the \$4M target VE (a ~40% reduction in scope), they will now have to perform more detailed field survey of items to remain/reuse now as part of the VE vs the previously approved gut/renovation scope. This Add Service would bring the revised program/reduced scope back up to a 60% CD level; costs for advancing the design from 60%CD to 100%CD is excluded from this Add Service because that is still a deliverable owned from previous Amendment #1.

Hill recommends approval of the \$288,800.00 Amendment 18r1; if Scope #3 alternate is taken, then this overall Amendment would instead be \$272,410.

Very truly yours,



Andy Felix
Project Director

The concrete slab is located behind the brick wall (through the stone archway) in this photo.

Scope #3: Additional Design and Engineering Services for documentation of vehicular and cyclist traffic mitigation measures (and construction administration services) *

At the request of the Town of Brookline, the following additional service proposal is for design and engineering services for vehicular and bicycle transportation mitigation design and engineering services. WRA's original contract for Schematic Design included HSH's services for a traffic report. The Design Development to Construction Documents contract amendment did not include design and engineering services for traffic mitigation implementation.

The following is a menu of tasks and associated fees intended to allow the Town to confirm the scope of traffic mitigation work to be designed and documented by the design team. To date, the Transportation Board has not delivered (or posted to the Town website) the list of bicycle lane votes/decisions made during the January 2020 Transportation Board Meeting. Attached to this proposal is an order of magnitude estimate of the construction cost of each element.

<u>Howard Stein Hudson (HSH)</u>	<u>Fee</u>	<u>OOM Construction Cost*</u>
○ Task 1: Transportation Improvements Design		
– Task 1A: Davis Avenue Bike Lane	\$6,100	\$27,000
– Task 1B: Greenough Street Bike Lane	\$5,200	\$18,500
– Task 1C: Tappan Street Bike Lane	\$7,800	\$44,000
– Task 1D: Tappan Street Parking Striping	\$4,800	
○ Task 2: Traffic Signal Design	\$8,600	\$135,000
○ Task 3: Greenough Street Mill and Overlay Design	\$3,600	
○ Task 4: Construction Phase Services	\$8,800	
○ Task 5: Attendance / Agency Coordination	\$12,000	
○ Allowance #1: As-built traffic signal documentation	\$2,500	
○ Allowance #2: Additional Meetings with the Town of Brookline	\$5,100	
Total	\$64,500	49,600

*From HSH April 24, 2020 letter. Costs include contingency and markups

William Rawn Associates

- Bicycle improvements preparation for January 13, 2020 Transportation Board Meeting
 - \$250 / hr. x 8 hrs. = \$2,000
- Traffic Mitigation Project Management
 - 10% of HSH fee = \$6,400

Lemonbrooke

- Pedestrian traffic signal and sidewalk accessibility coordination \$1,500

Scope #3 Fee Summary

HSH (Traffic Consultant):	\$64,500	49,600
William Rawn Associates:	\$8,400	
Lemonbrooke:	\$1,500	
William Rawn Associates Admin:	\$6,600	5,110
Scope #3 Total:	\$81,000*	64,610, Alternate scope

Ray Masak
Project Manager
Town of Brookline Building Department
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

June 2, 2020

Project Name: Brookline High School Expansion Project

Re: Contract Amendment #18

CC: Andy Felix, Sam Lasky

Additional Service Proposal for:

1. *Extension of earthwork site supervision time (McPhail)*
2. *Additional design and engineering services for unforeseen conditions at the portal concrete slab north of the STEM Wing (WRA, Lemessurier)*
3. *Traffic mitigation design and engineering services*
4. *Tappan Renovation project re-design*

Dear Ray,

We would like to present the following four additional service proposals to the Brookline Building Commission on June 9, 2020.

Scope #1: Increased Time on Site for Continuous and Periodic Special Inspections by the Geotechnical Engineer at the Cypress Building (Project A) and STEM Wing (Project C)

There are two State of Massachusetts requirements (IBC 2015) for on-site special inspections by a licensed geotechnical engineer: continuous special inspections and periodic special inspections. The following is an summary outlining outstanding tasks.

Code Requirement #1: Continuous Special Inspections

Table 1705.6 Required Special inspections and Tests of Soils

1. *Verify use of proper materials, densities, and lift thicknesses during placement and compaction of compacted fill. Ongoing in the "non-basement" portion of the STEM wing (southwest corner) as foundations are prepared and backfill to establish slab-on-grade subgrade. Backfill placement is also ongoing at Cypress below stairs/walkways and handicap ramps on east side of perimeter foundation wall and overtop culvert.*

Table 1705.7 Required Special Inspections and test of Driven Deep Foundation Elements

1. ~~*Verify element materials, sizes and lengths comply with the requirements. Installation complete. No further oversight required by McPhail.*~~

2. ~~Determine capacities of test elements and conduct additional load tests, as required Complete. No further oversight required by McPhail.~~
3. ~~Inspect driving operations and maintain complete and accurate records for each element. Complete. No further oversight required by McPhail.~~
4. ~~Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element. Complete. No further oversight required by McPhail.~~

Table 1705.8 Required Special Inspections and Tests of Cast-in-Place Deep Foundation Elements

1. ~~Inspect drilling operations and maintain complete and accurate records for each element. Complete. No further oversight required by McPhail.~~
2. ~~Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable), and adequate end bearing strata capacity. Record concrete grout volumes. Complete. No further oversight required by McPhail.~~

Code Requirement #2: Periodic Special Inspections

Table 1705.6 Required Special Inspections and Tests of Soils

1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity Ongoing at STEM and for slabs at Cypress.
2. Verify excavations are extended to proper depth and have reached proper material Complete at Cypress, ongoing at STEM for foundation excavations.
5. Perform classification and testing of compacted fill materials. Ongoing at STEM (foundations and slabs) and for slabs at Cypress.
6. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly. Ongoing at STEM and for slabs at Cypress.

Table 1705.8 Required Special Inspections and Tests of Cast-in-Place Deep Foundation Elements

3. ~~For concrete elements, perform tests and additional special inspection in accordance with Section 1705.3. Briggs is cover this. Not in McPhail's scope.~~

The Cypress Building and STEM Wing durations for sitework and foundations have been extended due to COVID-19 and unforeseen conditions associated with demolition and underpinning where the STEM Wing meets the existing building near the Cafeteria. The following is a summary showing how the durations for sitework and foundations have changed from schedule to schedule.

PROJECT A CYPRESS BUILDING SITEWORK AND FOUNDATIONS

September 2018 Schedule

September 30, 2019 to February 27, 2020

Duration: 4.84 months (21 weeks)

SUM-1100	Summary - Sitework & Foundations at MBTA D Line Area	95	30-Sep-19	19-Feb-20
SUM-1090	Summary - Sitework & Foundations at Cypress St Lot	51	13-Dec-19	27-Feb-20

January 2020 Schedule

October 12, 2019 to March 31, 2020

Duration: 5.53 Months (24 weeks)

Duration Increase Compared to 2018 Schedule: 3 weeks

SUM-1100	Summary - Sitework & Foundations at MBTA D Line Area	38	12-Oct-19 A	09-Mar-20
SUM-1090	Summary - Sitework & Foundations at Cypress St Lot	44	25-Nov-19 A	17-Mar-20

April 2020 Schedule (Some COVID-19 Schedule Impacts Shown)

October 12, 2019 to June 1, 2020

Duration: (33 weeks)

Duration Increase Compared to 2018 Schedule: 9 weeks

SUM-1100	Summary - Sitework & Foundations at MBTA D Line Area	39	12-Oct-19 A	01-Jun-20
SUM-1090	Summary - Sitework & Foundations at Cypress St Lot	0	25-Nov-19 A	01-Apr-20 A

May 2020 Schedule (Some COVID-19 Schedule Impacts Shown)

October 12, 2019 to June 26, 2020

Duration: (35 weeks)

Duration Increase Compared to 2018 Schedule: 12 weeks

SUM-1100	Summary - Sitework & Foundations at MBTA D Line Area	37	12-Oct-19 A	26-Jun-20
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PROJECT C STEM WING SITEWORK AND FOUNDATIONS

September 2018 Schedule

November 1, 2019 to January 24, 2020

Duration: 3 months (12 weeks)

Project C - STEM Wing				
SUM-1030	Summary - Enabling & Abatement - Shore / Protect Existing Basement & Connector / Reloc	8	20-Jun-19 A	25-Sep-19
SUM-1070	Summary - Demo Roberts Wing	33	21-Aug-19 A	31-Oct-19
SUM-1090	Summary - Sitework & Foundations	55	01-Nov-19	24-Jan-20

January 2020 Schedule

November 8, 2019 to February 5, 2020

Duration: 3.25 months (13 weeks)

Duration Increase Compared to 2018 Schedule: 1 week

Project C - STEM Wing				
SUM-1090	Summary - Sitework & Foundations	17	08-Nov-19 A	05-Feb-20

April 2020 Schedule

November 8, 2019 to June 1, 2020

Duration: 7months (29 weeks)

Duration Increase Compared to 2018 Schedule: 16 weeks

Project C - STEM Wing				
SUM-1090	Summary - Sitework & Foundations	49	08-Nov-19 A	15-Jun-20

In February, the Building Commission approved 4 additional weeks of full time on site as part of Contract Amendment #14 (see Scope 3 for \$5,500/wk. for a total of \$22,000). McPhail was able to stretch this fee through May 5th due to only part time work on site.

This additional service proposal is for an additional 6 weeks of full-time observation and 3 weeks of special inspections. If additional time is required on site, WRA will present a future contract amendment to the Commission in August 2020.

Scope #1 Fee Summary

For the time between May 5, 2020 and June 26, 2020

5 weeks full time on-site presence @ \$5,500 / week = \$27,500*

- *McPhail* \$27,500
- *William Rawn 10% Administration Fee* \$2,750
- Scope #1 Total:** **\$30,250**

**Note: Between 5/5 and 5/22 McPhail has only spent about \$5,000 on site due to Covid slow down.*

*** At the request of Hill International, a summary of McPhail's original and add service fees is attached.*

Scope #1 from Contract Amendment #14 (CREDIT) Fee Summary

Reduce allowance for helical pile installation due to 2 week shut down in June.

- *McPhail* \$-11,000
- *William Rawn 10% Administration Fee* \$-1,100
- Scope #1 Total:** **-\$12,100**

**Note: Between 5/5 and 5/22 McPhail has only spent about \$5,000 on site due to the Covid slow down.*

*** At the request of Hill International, a summary of McPhail's original and add service fees is attached.*

Scope #2: Additional Design and Engineering Services for the failing concrete at the concrete slab inside the portal (connector) between the main BHS building and the STEM Wing (Project C)

During demolition of the connection existing portal connection between the STEM Wing and the main BHS building, cracks and spalling concrete were found in the 1st floor exterior slab in the walkway under the "existing to remain" arch. Over time, the outdoor concrete slab was degraded due to de-icing salts. Upon chipping of the loose concrete, the slab was found to be compromised and requires additional field investigation, engineering, and remediation. The following tasks are associated with this unforeseen condition:

- Investigation of existing conditions
- Approach to waterproofing
- Potential to demolish and add new struct slab
- Re-instatement of finish work and documentation of same
- Coordination with NV5/BEA
- Walking surface and slab options (Lemonbrooke)

WRA will issue a "PR" field bulletin to Skanska for pricing. The Field Bulletin is based on a long-term solution to fixing the slab and the leaks that are entering the basement.

Scope #2 Fee Summary

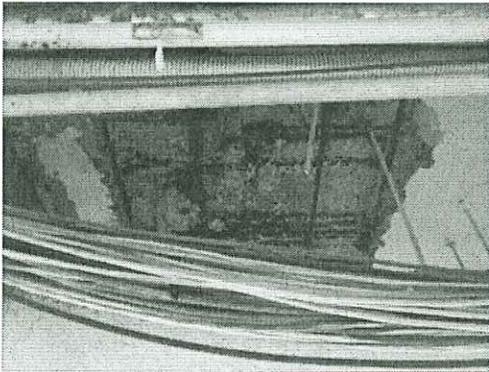
- *William Rawn Associates: \$15,000*
- *LeMessurier: \$3,500*

- Lemonbrooke: \$1,500K (paving options)
Scope #2 NTE Total: \$20,000

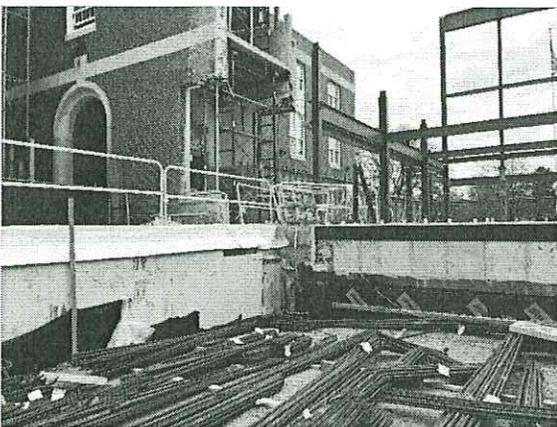
Photos of the compromised existing concrete floor slab



View of concrete from basement below the walkway



View of concrete from basement below the walkway



The concrete slab is located behind the brick wall (through the stone archway) in this photo.

Scope #3: Additional Design and Engineering Services for documentation of vehicular and cyclist traffic mitigation measures (and construction administration services) *

At the request of the Town of Brookline, the following additional service proposal is for design and engineering services for vehicular and bicycle transportation mitigation design and engineering services. WRA’s original contract for Schematic Design included HSH’s services for a traffic report. The Design Development to Construction Documents contract amendment did not include design and engineering services for traffic mitigation implementation.

The following is a menu of tasks and associated fees intended to allow the Town to confirm the scope of traffic mitigation work to be designed and documented by the design team. To date, the Transportation Board has not delivered (or posted to the Town website) the list of bicycle lane votes/decisions made during the January 2020 Transportation Board Meeting. Attached to this proposal is an order of magnitude estimate of the construction cost of each element.

<u>Howard Stein Hudson (HSH)</u>	<u>Fee</u>	<u>OOM Construction Cost*</u>
○ Task 1: Transportation Improvements Design		
– Task 1A: Davis Avenue Bike Lane	\$6,100	\$27,000
– Task 1B: Greenough Street Bike Lane	\$5,200	\$18,500
– Task 1C: Tappan Street Bike Lane	\$7,800	\$44,000
– Task 1D: Tappan Street Parking Striping	\$4,800	
○ Task 2: Traffic Signal Design	\$8,600	\$135,000
○ Task 3: Greenough Street Mill and Overlay Design	\$3,600	
○ Task 4: Construction Phase Services	\$8,800	
○ Task 5: Attendance / Agency Coordination	\$12,000	
○ Allowance #1: As-built traffic signal documentation	\$2,500	
○ Allowance #2: Additional Meetings with the Town of Brookline	\$5,100	
Total	\$64,500	

*From HSH April 24, 2020 letter. Costs include contingency and markups

William Rawn Associates

- Bicycle improvements preparation for January 13, 2020 Transportation Board Meeting
 - \$250 / hr. x 8 hrs. = \$2,000
- Traffic Mitigation Project Management
 - 10% of HSH fee = \$6,400

Lemonbrooke

- Pedestrian traffic signal and sidewalk accessibility coordination \$1,500

Scope #3 Fee Summary

HSH (Traffic Consultant):	\$64,500
William Rawn Associates:	\$8,400
Lemonbrooke:	\$1,500
William Rawn Associates Admin:	\$6,600

Scope #3 Total: \$81,000*

**This proposal assumes Skanska will remain the CM at risk contractor for the traffic mitigation project. WRA will submit a separate additional service proposal should the Town seek bids from a General Contractor, 149 Design-bid-build procurement, or alternative project delivery method.*

Scope #4A: Tappan (Project B) Substantially Revising Construction Drawings Due to Substantial Changes in Complexity After 60% Construction Documents were Issued

The Select Board and subcommittees have decided to postpone the vote to increase the project budget to fund the Tappan Renovation, Deferred Maintenance, 3rd floor renovation, and Cypress Field. The Town has asked the design team to expedite the completion of bid documents to determine the hard construction costs of these projects prior to the November 2020 vote.

Upon receipt of Skanska's 60% CD cost estimate on April 26th, 2019 (4 weeks late) and subsequent cost reconciliation, it was determined that the High School Expansion Project was over budget. Tappan renovation and addition construction documentation progress stopped, and the Town asked the design team to study options to reduce the cost of the overall project.

The design team worked with the Co-chairs, High School, and Parks and Open Space to significantly reduce the scope of the renovation and eliminate the addition. The program was revised to allow for the removal of the addition and the gut renovation of the locker rooms on levels 1 and B were changed to a selective demolition and light touch renovation. Program and scope changes will require substantial revisions to the contract documents to bring them back to a 60% CD level. The design team will then complete the remaining 40% of construction documents, bid phase, and construction administration per the original contract.

Article 8.2.2 allows for additional service requests for substantially revising previously approved drawings due to substantial changes in complexity and bidding methods.

- 8.2.2 substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including substantial changes in its size, quality, complexity, design, Budget, and/or bidding method or bid packages, and changes in Applicable Laws;
 - (a) Notwithstanding the provisions of 8.2.2, revisions prepared by the Designer to keep construction costs within the Project Budget that are required pursuant to Article 4.10 of this Contract to be without additional compensation, or to correct incorrect items for which the Designer has responsibility, shall not be Extra Services;

Although Section 8.2.2 (a) states the Designer is required to keep construction costs within the Project Budget, the change in renovation scope was made 4 weeks after the design team notified the Town and Hill International that WRA was proceeding with Construction Documents (See Sam Lasky's March 29, 2019 email). Additionally, the Tappan project itself was not significantly over budget and was reduced in scope and cost to eliminate increased cost in other aspects of the project.

Article 8.2.1 allows for additional service requests for preparing measure drawings and detailed construction investigations. Additional field investigations were required because the renovation scope changed from a gut renovation to selective demolition.

- 8.2.1 preparing measured drawings and detailed construction investigations documentation for existing buildings when such documentation does not exist;

Scope 4a Tappan Construction Document Revisions*

Tasks:

- Remove 60% CD gut renovation design and addition
- Remove previous scope from demolition drawings
- Add new demolition scope and keynotes
- Update Construction Documents: Floor Plans, Reflected Ceiling Plans, Interior Elevations, Finish Schedule, Finish Plans, Door Schedule
- New lighting layouts in gut renovation areas (RFS Engineering)
- Capping of existing gas turrets and plumbing (RFS Engineering)
- Revise MEP/FP layouts (RFS Engineering)
- Revise structural drawings (Lemessurier)

Scope 4b Tappan Additional Existing Conditions Investigation and Documentation*

Tasks:

- Site visits for field measurements and photo documentation
- Update the Revit model to reflect field conditions

Scope 4c Tappan Renovation Design Revisions*

Tasks:

- Attend additional design meetings with Health and Fitness, Athletics, and Parks and Open Space.
- Additional presentations to the Co-chairs and other committees

**See attached WRA work plan and additional fee spreadsheet*

Scope #4 Fee Summary

WRA:	\$95,950
RFS:	\$39,800
Lemessurier	\$7,500
Lemonbrooke	\$19,700*
WRA Admin	\$6,700
Subtotal:	\$169,650**

**Lemonbrooke’s fee assumes the Town will move forward with the elimination of the brick retaining walls on either side of the existing granite stairs, ramp replacement, and re-design of the Tappan landscape (see attached site diagram outlining this area).*

***This proposal assumes Skanska will remain the CM at risk contractor for the Tappan project. WRA will submit a separate additional service proposal should the Town seek bids from a General Contractor, 149 Design-bid-build procurement, or alternative project delivery method.*

Contract Amendment #18 Additional Service Fee Summary	Fees
Scope #1 Code Required Geotechnical Engineering Services	\$18,150
Scope #2 Unforeseen Conditions at STEM / Main High School Connector	\$20,000

Scope #3 Traffic Mitigation Measure design and engineering services	\$81,000
Scope #4 Tappan Renovation – reduced scope documentation up to 60% CD	\$169,650
Grand Total:	\$288,800

Please let us know if you have any questions or comments.

Regards,



Andy Jonic, AIA
 Senior Associate
 William Rawn Associates, Architects Inc.

Attachments:

- o *Scope #1 Geotechnical Engineering Services*
 - o *McPhail proposal*
 - o *McPhail overall fee summary spreadsheet*
- o *Scope #3 Traffic Mitigation*
 - *HSH proposal and order of magnitude cost estimate for mitigation measures*
 - *WRA letter outlining the status of each non-bicycle Transportation Board vote from the October 2019 Transportation Board Meeting*
 - *Campus map identifying limits of work and boundaries for each project.*
- o *Scope #4 Tappan Renovation*
 - *WRA work plan / fee summary for Tappan Renovation*
 - *Lemonbrooke proposal*
 - *Lemessurier proposal*
 - *RFS proposal*
 - *Tappan reduced renovation first floor plan*

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 18 _____

WHEREAS, the Town of Brookline _____ (“Owner”) and William Rawn Associates, Architects Inc. _____, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the _Brookline High School Expansion_____ Project (Purchase Order # 21803108) at the Brookline High _____ School on July 6, 2018 _____; and “Contract”; and

WHEREAS, effective as of June 2, 2020 _____, 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 the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, 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:	Original Contract*	After this Amendment:
		Amendment fee: \$307,450
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
Total Fee	<u>\$13,990,177.00</u>	<u>\$14,297,627.00</u>
		\$14,278,977

This Amendment is a result of: Additional services related to additional geotechnical engineering construction observation due to COVID-19 schedule delays and unforeseen conditions, and remediation of a degraded structural slab in the 1st floor connector between the main BHS high school building and the STEM Wing (unforeseen conditions), Traffic mitigation design and

engineering service, and Tappan Renovation (Project B) re-design and work required to return construction documents to 60% CDs.

3. The Construction Budget shall be as follows:

Original Budget: \$n/a _____

Amended Budget \$n/a _____

4. The Project Schedule shall be as follows:

Original Schedule: \$n/a _____

Amended Schedule \$n/a _____

5. 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 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

Andrew Jonic
(print name)

Senior Associate
(print title)

By



(signature) _____
Date 06.02.20 _____

SCOPE #1

ATTACHMENTS

BHS Expansion
 McPhail Fee Summary
 5/22/2020

Original Contract		Fee
SD		\$10,000
DD		\$72,328
CD		\$50,000
CA		\$113,280
		Subtotal
		\$245,608
Contract Amendment #		
CA #2	STEM Wing Test Pits	\$80,500
CA #3	Cypress Test Pits along Cypress St.	\$15,700
CA #4	N/A	\$0
CA #5 Scope 1	Geotech Borings on MBTA prop.	\$16,550
CA #5 Scope 2	Additional Soil Pre-character.	\$30,000
CA #5 Scope 3	STEM Wing LSP Services	\$47,000
CA #6	N/A	\$0
CA #7	N/A	\$0
CA #8	N/A	\$0
CA #9	N/A	\$0
CA #10	N/A	\$0
CA #11	Geotech Services for MBTA Project	\$32,585
CA #12	N/A	\$0
CA #13	N/A	\$0
CA #14 Scope #1	CA field support for OCS + MBTA Platform (10 weeks)	\$55,000
CA #14 Scope #2	Preparation of additional facility disposal profiles for off-site disposal	\$12,000
CA #14 Scope #3	Projects A and C Additional CA field support (4 weeks)	\$22,000
CA #15	N/A	\$0
CA #16	Additional Soil Pre-characterization Testing: 111 Cypress Site	\$12,600
		Subtotal
		\$323,935
		Grand Total
		\$569,543

McPhail stretched duration to 8 weeks (1st week of May) due to activity on site



June 5, 2020

William Rawn Associates, Architects, Inc.
10 Post Office Square, Suite 1010
Boston, MA 02109

Attention: Erik Tellander, AIA, LEED AP BD+C

Reference: Brookline High School Expansion Project; Brookline, MA
Revised Proposal for Updated Construction Phase Services

Ladies and Gentlemen:

At the request of Mr. Andrew Jonic of William Rawn Associates, Architects, Inc. (Rawn), this proposal outlines updated construction phase services for the proposed Brookline High School Expansion project based on the most recent construction schedule that was provided by the Contractor. This proposal updates the approved construction phase services scope that was outlined in our proposal dated January 28, 2020.

Our January 28, 2020 proposal was partially approved for the following scope of services:

- \$12,000 for out-of-scope geoenvironmental engineering services for preparation of soil disposal packages;
- Four (4) weeks of full time monitoring of construction activities between Projects A and C;
- Two (2) weeks of out-of-scope monitoring of MBTA catenary pile supports;
- Eight (8) weeks of monitoring installation of helical piles for the MBTA platform supports (to-date unused, scope is understood to be completed in late 2020/early 2021).

Based on the approved scope outlined above and McPhail's ability to provide construction monitoring services on a part-time where applicable, McPhail has been able to extend our construction monitoring services into the first week of May 2020 under the approved budget authorization. However, ongoing construction monitoring services will be required beyond the authorized budget.

It is understood that schedule delays have occurred due to the ongoing COVID-19 pandemic. Geotechnical and geoenvironmental construction scope remaining on Project A includes off-site soil disposal for utility work located to the west of the existing building, backfill of utility trenches inside the building, and backfill of the perimeter foundation wall along Cypress Street. At Project C, foundation construction, backfill of foundations, slab preparation for outside of the basement, and off-site soil disposal remains to be completed. Construction on Project C has been further delayed due to the required underpinning scope identified at the proposed elevator pit which is currently ongoing. Based on the schedule provided to us by Rawn dated June 2, 2020, foundation installation at the STEM Wing and site backfill will occur until June 23, 2020. However, it is understood that the proposed duration for the helical pile installation proposed to start the week of June 9, 2020 has been shorted by two weeks.



As required by the Massachusetts State Building Code, periodic and continuous special inspection is required for both foundation construction and backfill placement. Specifically, Table 1705.6 (4) requires full time monitoring to verify use of proper materials, densities, and lift thicknesses during placement and compaction of compacted fill. Table 1705.6 also requires periodic special inspection for the following tasks:

1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity
2. Verify excavations are extended to proper depth and have reached proper material
3. Perform classification and testing of compacted fill materials.
4. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly.

Therefore, based on code requirements for continuous and periodic special inspections, we request an additional four (4) weeks of full time monitoring (160 hours) and two (2) weeks of part-time monitoring (40 hours). Based on our previously approved rate of \$5,500 per week (40 hours per week) for construction observation and involvement of our project management staff, the requested additional fee would be **\$27,500**.

Budget authorized to monitor the installation of helical piles for the MBTA station platform under CA#14 for \$55,000 provided for 8 weeks of monitoring helical pile installation. As noted above the schedule has been revised to shorten the duration for pile installation to 6 weeks. Therefore, as requested the revised authorized budget would be reduced by \$5,500 per week and reduce the authorized budget in CA#14 to \$44,000.

As we have stated previously, the scope of monitoring depends upon the construction schedule, which is a function of the sequencing and phasing of the Contractors activities, which is outside of our control. If it becomes apparent that this budget increase request will be exhausted before the Contractor completes geotechnical construction work which is required or recommended to be monitored, a request for additional budget will be provided at that time.

Terms and Conditions

Terms and Conditions of our March 23, 2018 and April 4, 2019 proposals are incorporated herein by reference.

Final Comments

To authorize us to proceed with the services proposed herein, please sign and return a copy of this letter. We appreciate the opportunity to submit this proposal and look forward to our continued service to William Rawn Associates, Architects, Inc. on this project.



William Rawn Associates
June 5, 2020
Page 3

Should you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

A handwritten signature in cursive script, appearing to read "Jason S. Huestis".

Jason S. Huestis

A handwritten signature in cursive script, appearing to read "Thomas J. Fennick".

Thomas J. Fennick, P.E., L.S.P.

WILLIAM RAWN ASSOCIATES, ARCHITECTS,
INC.

BY _____

DATE _____

N:\Working Documents\Proposals\6324 BHS Revised Updated CPS Proposal_Rawn Architects 060420.docx

JSH/tjf

SCOPE #2

**ATTACHMENTS
(NONE)**

SCOPE #3

ATTACHMENTS



June 2, 2020

Mr. Andrew Jonic
Senior Associate
William Rawn Associates, Architects Inc.
10 Post Office Square, Suite 1010
Boston, MA 02109

**Re: Brookline High School Expansion, Brookline, Massachusetts
Traffic Engineering and Design Consulting Services**

Dear Andrew:

Howard Stein Hudson (HSH) is pleased to provide this letter proposal for additional traffic engineering and design consulting services related to the new Brookline High School (BHS) expansion. As we understand it, the Project construction remains ongoing through the fall of 2021. As discussed, the school expansion will need to implement a series of transportation improvements as identified by HSH's transportation recommendations in the August 2019 *BHS Transportation Study* and other improvements requested by the Brookline Transportation Board and Bicycle Advisory Committee.

The design team has developed a series of comprehensive bicycle/pedestrian improvements to support the existing and future activity on and near the BHS campus and presented these improvements to the Brookline's Transportation Board on October 2, 2019 and further refined at the January 13, 2020 meeting.

Since that time, the Transportation Board and Bicycle Advisory Committee have continued to review and refine planned streetscape elements related to bicycle facilities, the pedestrian environment, and on-street parking. This proposal also requests additional scope and fee under Task 4 – Meetings (as described in our 2020 add-on proposal) to recover expenditures related to HSH's staff support at previous-attended public meetings.

Scope of Services

This proposal provides the scope of work and budget for civil and traffic design services related to the necessary transportation improvements related to the Brookline High School project. As requested, this scope is arranged by design service tasks and fee proposal is organized geographical for the various improvements.



Task 1. Transportation Improvements Design

Under this task, HSH will prepare the plans, specifications, and construction estimates for various pavement markings and signage to support improvements of bicycle lanes and parking related to the BHS expansion. As we understand, the Bicycle Advisory Committee and Brookline Transportation Division of the Department of Public Works (DPW) have agreed upon basic street cross-section elements and bike lane treatments. HSH understands, civil and highway items will be designed by the project's civil lead including raised crossings, intersections, curb modifications and raised bicycle crossings.

HSH has assumed a four-submission process (25%, 75%, 100%, and PS&E) that will require the preparation of a design submission according to Brookline DPW and/or the Massachusetts Department of Transportation (MassDOT) requirements that will include the following:

- Cover sheet, Notes, and Legend;
- Pavement Marking and Signage Plans; and
- Specifications;
- Design Estimate.

HSH will incorporate and respond to Brookline DPW's comments from each submission for the subsequent design submissions. As part of Task 1, HSH has provided an allowance of up to 10 hours per location/subtask for responding to comments. Should the effort exceed the estimated hours, a revised scope and fee will be provided. The following subtasks detail the limits of pavement marking and signage design services and are separated for the fee proposal:

TASK 1A. DAVIS AVENUE BIKE LANE

As we understand, the limits for the Davis Avenue bike lane are from Greenough Street to Cypress Street for a length of approximately 770 feet. The proposed conceptual bike facility is a one-way contraflow lane against the curb with a painted buffer and sharrows in the direction of traffic. Parking will be swapped from existing condition along the park edge to the north curb line. Under this subtask, HSH will prepare the design submission to support signage and pavement markings for the future bike lane and parking.

TASK 1B. GREENOUGH STREET BIKE LANE

As we understand, the limits for the Greenough Street bike lane are from Tappan Street to Davis Avenue for a length of approximately 350 feet. The proposed conceptual bike facility is a parking-protected one-way contraflow lane and sharrows in the direction of traffic outside the Brookline High School. Under this subtask, HSH will prepare the design submission to support signage, and pavement markings for the future bike lane and parking.



TASK 1C. TAPPAN STREET BIKE LANE

As we understand, the limits for the Tappan Street bike lane are from Greenough Street to Cypress Street for a length of approximately 900 feet. The proposed conceptual bike facility is a protected one-way contraflow lane up adjacent to angled parking and sharrows in the direction of traffic. Two midblock pedestrian crossing will also be added along Tappan Street. Under this subtask, HSH will prepare the design submission to support signage and pavement markings for the future bike lane.

TASK 1D. TAPPAN STREET PARKING STRIPING

As we understand, the limits for the Tappan Street parking striping are from Greenough Street to Cypress Street for a length of approximately 620 feet. The proposed on-street parking includes one row of approximately 38 parking spaces on the one-way Tappan Street. Under this subtask, HSH will prepare the design submission to support signage and pavement markings for the angled parking.

TASK 1 ASSUMPTIONS

- We have assumed up to two site visits for this task.
- HSH has assumed the survey will be furnished by others and provided.
- HSH has assumed no design report or technical memorandum for the development of bicycle improvements alternatives.
- HSH has assumed the bicycle treatments require no civil engineering services or are provided by the team's Civil lead.
- HSH has assumed no turning movement analysis will be needed for the bike and parking design.
- HSH has assumed no traffic management plan preparation.
- HSH will furnish the Town of Brookline with stamped and signed approved plans. We will provide one (1) electronic set of all drawings in AutoCAD format and PDF. Should the Client wish hard copy sets, those may be provided at additional cost.

Task 2. Traffic Signal Design

Based on the August 2019 BHS Transportation Study and Brookline Transportation Board vote, this task will include design services related to field inventory and construction documentation preparation to support signal modifications. Specifically, the improvements include the signal improvements at the intersections of Tappan Street at Cypress Street and Davis Avenue at Cypress Street. The improvements proposed include signal plan and schedule changes to support leading pedestrian intervals, and improvements to pedestrian signal indications and pushbuttons to comply with ADA requirements. HSH has excluded all wheelchair ramp design, and relocation of signal



most arms and posts for this proposal. Signal analysis for retiming, and the collection of new traffic volume data has not been included. If needed, HSH will submit a Scope of Services Amendment for review to collect new traffic information and prepare signal timing calculations indicating the calculations of cycle lengths, clearances, and offsets.

HSH has assumed a four-submission process (25%, 75%, 100%, and PS&E) that will require the preparation of a design submission according to Brookline DPW and/or MassDOT requirements that will include the following:

- Cover sheet, Notes, and Legend;
- Traffic Signal Schedules;
- Design Estimate;
- Traffic Signal Plans; and
- Specifications.

HSH will incorporate and respond to Brookline DPW's comments from each submission for the subsequent design submissions. As part of Task 2, HSH has provided an allowance of up to 16 hours for responding to comments. Should the effort exceed the estimated hours, a revised scope and fee will be provided.

TASK 2 ASSUMPTIONS

- We have assumed up to one site visit for this task.
- HSH has assumed signal as-builts will be provided. HSH has assumed the survey provided for the bike lane design will be provided with signal equipment located.
- HSH has assumed that no traffic signal design report or soil borings will be required for the development of signal improvements.
- HSH has assumed no bicycle traffic signal design and all bicycle movements will be managed through existing vehicular indications.
- HSH will furnish the Town of Brookline with stamped and signed approved plans. We will provide one (1) electronic set of all drawings in AutoCAD format and PDF. Should the Client wish hard copy sets, those may be provided at additional cost.

Task 3. Greenough Street Mill and Overlay Design

As requested, HSH has included this task to support pavement resurfacing of Greenough Street abutting Brookline High School should the Project require it. HSH will provide design documents for the pavement resurfacing of Greenough Street from Davis Avenue to Tappan Street, approximately 350 feet. HSH will develop construction plans, specifications in compliance with Town DPW requirements, and an estimate for areas for mill and overlay.



TASK 3 ASSUMPTIONS

- HSH has assumed base plans and utility plans will be developed by others identifying existing features and utility modifications.
- HSH has assumed an existing conditions survey will be furnished by others and provided in an AutoCAD-compatible format.
- HSH is assuming that a 2" mill and fill will apply to the entire work area. HSH has assumed no pavement cores or pavement design report.
- HSH has assumed raised crosswalks, raised intersections, and stamped asphalt are designed by others.
- HSH has assumed no traffic management plan preparation.

HSH has not included sidewalk, curb ramp, curb, or other civil design. Detailed pavement design is excluded from the scope of work. If further investigation or design of pavement structures is required, additional scope and fee is necessary.

Task 4. Construction Phase Services

This task will include scope for HSH to monitor and support construction of the designed elements. Our engineers and inspectors will be on site periodically to ensure the design plans and project specifications are being adhered to. For the purposes of this Proposal we have allocated time for up to four (4) construction period field visits. Consistent inspection and frequent communication will ensure a quality project, reduce possible delays and schedule impacts, and streamline the Town inspection and acceptance process. Although we assume that there will be a Construction Manager for the Project including off-site improvements, HSH will assist with the administration of the contract for HSH design-related items only including field reports, change orders, Requests for Information (RFIs), contractor requisitions, and other administrative functions.

The costs for any testing of materials or construction methods are not included in the fee estimate. Although HSH's efforts will be directed to the tasks below, given the dynamic nature of construction projects, HSH can assist wherever needed.

Agency coordination – HSH will provide on-going coordination of design plans with the Town of Brookline. We will communicate with our counterparts within the Town responsible for construction and traffic.

Shop drawing review – HSH will review all submitted shop drawings and construction methodologies as they pertain to our design work.



Inspections of the work – HSH will inspect all work completed to assure compliance to contract specifications.

Field changes/response to differing field conditions – HSH can assist in providing direction to contractor for any field changes.

CONSTRUCTION ADMINISTRATION

For this task, HSH will assist the Construction Manager as needed to manage the schedule of values, review invoices, and review and respond to RFI's, Change Orders, and Extra Work Orders.

PROJECT CLOSE-OUT

As the project nears completion, HSH will assist with project closeout including punch list, final acceptance of work, and preparation of as-built drawings.

Task 5. Meeting Attendance/Agency Coordination

In total, we have estimated attendance of the Project Manager and/or Principal in Charge at the following meetings. Meetings for construction services are included in their respective tasks.

- Up to four (4) coordination calls with the Project Team;
- Up to two (2) coordination meetings with the Town of Brookline and Project Team;
- Previously supported Public and Agency Meetings (including the January 13, 2020 Transportation Board meeting); and
- Up to two future (2) Brookline Transportation Board meetings.

Additional Meetings – Should the Project Team require additional meetings beyond those listed in the scope, HSH participation will be billed at the rates shown in the attached rate schedule.

Schedule

We can begin the design of the new traffic improvements upon receipt of notice to proceed and updated site plans. We anticipate the design development and review/approval process to take approximately six to eight months. We will work with you and the project team to meet your scheduling needs to the greatest extent possible.



Fee for Services

Fees will be billed on a Time and Materials basis and in accordance with the attached fee schedule. A summary of fees for labor and direct costs are summarized by task in the table below. The total cost for the scope as described in this letter is estimated at an upset fee limit of \$36,100 for the traffic design services (including \$600 for direct expenses), \$8,800 for construction phase services, and \$9,000 in potential meeting time, \$3,000 for past meeting time, and \$7,600 in allowances for additional scope and meetings for a total fee of \$64,500 for transportation planning and traffic engineering services for the Project.

Task	Budget
Task 1 – Transportation Improvement Design	
1A. Davis Street Bike Lane	\$6,100
1B. Greenough Street Bike Lane	\$5,200
1C. Tappan Street Bike Lanes	\$7,800
1D. Tappan Street Parking Striping	\$4,800
Task 2 – Traffic Signal Design	\$8,600
Task 3 – Greenough Street Pavement Design	\$3,600
DESIGN SUBTOTAL	\$36,100
Task 4 – Construction Phase Services	\$8,800
Task 5 – Meeting Attendance/Agency Coordination	\$12,000
TOTAL	\$56,900
Allowances for additional scope	
Traffic Signal As-Builts	\$2,500
Additional Meetings (5 Meetings)	\$5,100
TOTAL + ALLOWANCES	\$64,500

Materials or reimbursable (direct) expenses will be billed at cost plus ten percent. Materials or reimbursable expenses are actual expenditures made by HSH in the interest of the project and include but are not limited to printing, photocopying, delivery charges, postage, research materials, local transportation, and any other expenses incurred in the interest of the project. Reimbursable expenses do not include permit filing fees.

Meetings are budgeted as outlined above; additional meetings, if required, will be billed at the hourly rates shown in the attached rate schedule. Additional team and agency meetings generally cost between \$400 and \$600 per meeting, depending on the duration of each meeting and the staffing



required. Additional community meetings range higher at up to \$1,000 per meeting depending on the need to provide supporting materials/graphics and the overall length of the meeting and any possible team preparation. All additional meetings will be invoiced on a time and materials basis based solely on hours expended as well as any travel costs.

While HSH feels the scope of work and associated fee provided in this proposal is appropriate for this type and size of development in this location and that it will be acceptable to reviewing agencies, should the scope of work change either by request of the Client, reviewing agencies, or the community, HSH will provide an additional services request for advance review and approval by the Client.

Terms

Payment of Services: The project work is billable monthly on a time and materials basis, such that if the hours are not spent, you will not be billed. Invoices are due within thirty (30) days of receipt, regardless of whether approvals are granted. Interest of one and one-half percent (1.5%) will be charged per month on unpaid bills after ninety (90) days. If the scope should significantly change or if the schedule is extended past December 31, 2020, we will revise the budget accordingly and resubmit it for your approval. HSH does not accept payment in cash. Payment by check or Automated Clearing House (ACH) is preferred.

Termination: Consultant services may be terminated by either party with or without cause upon 10 days advance written notice. Regardless of which party shall affect termination, Client shall, within 30 calendar days of termination, pay HSH for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, if any, in accordance with HSH's then-prevailing labor rates. Upon termination of services and full payment of consultant fees, HSH will release all work product related to this contract.

Indemnification: Client and HSH will indemnify and each hold harmless each other's employees, officers, directors, and subconsultants from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property related or connected to acts of each other or their employees, officers, directors, subconsultants or agents.

Insurance: During the period that services are performed under this Agreement, HSH will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the Commonwealth of Massachusetts; (2) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (3) Non-owned and Hired Automobile Liability coverage with a combined single limit of \$1,000,000 and (4) Professional Liability coverage with a \$5,000,000 aggregate limit (claims made basis). Client agrees that HSH will not be liable for any



loss, damage, or liability arising out of this Agreement beyond the limits of available insurance coverage.

Permits/Licenses: HSH is committed to providing technical support to facilitate project progress and approval. However, there are often circumstances beyond HSH's control and responsibility that may affect a project's ability to obtain permits/licenses or necessary written approvals. Therefore, unless indicated within this proposal, HSH does not guarantee our ability to obtain any project permits or approvals from any agency having jurisdiction over the project.

Approval

Should this proposal be acceptable to you, this letter can serve as a contract by an authorized signature below and returning a copy to us. Should our understanding of the project be incorrect or incomplete, or should you have any revisions or changes, please contact me directly and we will incorporate them as directed. Thank you for contacting HSH; we look forward to working with you.

Sincerely,

David Matton
Principal of Public Infrastructure

Approved in the amount of \$64,500
William Rawn Associates

By: _____

Date: _____



Hourly Billing Rates through December 31, 2020 for Howard Stein Hudson

Project Role	Hourly Rate
Principal/Senior Advisor	\$210 - \$350
Senior Engineer/Planner	\$155 - \$255
Engineer/Planner	\$130 - \$200
Junior Engineer/Planner	\$105 - \$170
Graphics/Production	\$100 - \$155
Co-op/Administrative Assistant	\$75 - \$140

Rates subject to annual adjustment on December 31, 2020.



Additional Services

The Scope of Services is based on our current understanding of the work effort requested at this time. All work not specifically described in the scope is excluded from this Agreement. The following services, should they be required, can be added to the scope of work if requested by the Client:

- 1) As-built drawings. HSH can arrange this service or work with the Contractor to produce this plan if requested. HSH's fee for this service is generally \$2,000 if we create an as-built plan based on the Contractor's field markups and coordinate with Brookline DPW.
- 2) Design of retaining walls.
- 3) Construction Management Plan. HSH is also able to prepare construction management plans (CMP) used for project coordination efforts between the Contractor, Town, and abutters.
- 4) Performing soil testing. HSH assumes that a geotechnical engineer will be engaged and that a geotechnical report will be generated that provides the data needed to complete the design of the stormwater management system.
- 5) Performing any revisions to the plans or submitted materials necessitated by decision of local, state, or federal authorities, or deviation from the original "street layout" and/or plans by the client after submission of PS&E drawings.
- 6) Design of off-site utility improvements.

Ray Masak
Project Manager
Town of Brookline Building Department
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

May 18, 2020

Project Name: Brookline High School Expansion Project

Re: Traffic Mitigation – Scope Summary

CC: Andy Felix (Hill International), Ian McKinnon, (HSH traffic consultant), Sam Lasky (WRA)

Dear Ray,

The following is a summary of Transportation board approvals outlined in a January 22, 2020 email provided by the Transportation Board. We have outlined whether each item is in the project scope or out of the current scope of the Brookline High School Expansion Project. Please see HSH's attached letter and order of magnitude costs for each item.

1. Alter the Traffic Rules & Regulations to create a Safety Zone with a 20-mph speed limit on Cypress Street from Boylston Street to Davis Avenue.
 - a. Out of scope – see HSH's letter (attached).
 - b. HSH to provide signage, town to handle Brookline regulations.

2. Alter the Traffic Rules & Regulations to create a Safety Zone with a 20-mph speed limit on Davis Avenue from Cypress Street to Greenough Street.
 - a. Out of scope– see HSH's letter (attached).
 - b. HSH to provide signage, town to handle Brookline regulations.

3. Alter the Traffic Rules & Regulations to create a Safety Zone with a 20-mph speed limit on Greenough Street (entire length).
 - a. Out of scope – see HSH's letter (attached).
 - b. HSH to provide signage, town to handle Brookline regulations.

4. Alter the Traffic Rules & Regulations to create a Safety Zone with a 20-mph speed limit on Lowell Road (entire length).
 - a. Out of scope – see HSH's letter (attached).
 - b. HSH to provide signage, town to handle Brookline regulations.

5. Alter the Traffic Rules & Regulations to create a Safety Zone with a 20-mph speed limit on Tappan Street (Blake to Cypress).
 - a. Out of scope – see HSH’s letter (attached).
 - b. HSH to provide signage, town to handle Brookline regulations.

6. Alter the Traffic Rules & Regulations to create a Safety Zone with a 20-mph speed limit on Welland Road (Stanton to Tappan).
 - a. Out of scope – see HSH’s letter (attached).
 - b. HSH to provide signage, town to handle Brookline regulations.

7. Construct an ADA compliant raised crosswalk meeting Town specifications and as approved by the Director of Engineering & Transportation on Tappan Street in the vicinity of the front stairway to the Unified Arts Building with the full cost to design and construct being covered by the School Project;
 - a. In Scope (not bid): Raised crossing and striping on the raised crossing are in the Tappan Streetscape Project (Project E).
 - b. Out of Scope: HSH to review and comment on pavement markings and signs.

8. Construct an ADA compliant raised crosswalk meeting Town specifications and as approved by the Director of Engineering & Transportation on Tappan Street in the vicinity of the Cypress Playground pathway with the full cost to design and construct being covered by the School Project;
 - a. In scope (not bid): Raised crossing and striping on the raised crossing are in the Tappan Streetscape Project (Project E).
 - b. Out of Scope: HSH to review and comment on pavement markings and signs.

9. Construct an ADA compliant raised intersection meeting Town specifications and as approved by the Director of Engineering & Transportation on Tappan St @ Sumner Road and Greenough Street with the full cost to purchase and install being covered by the School Project.
 - a. In scope (not bid): Raised crossing and striping on the raised crossing are in the Tappan Streetscape Project (Project E).
 - b. Out of scope: HSH to review and comment on pavement markings and signs.

10. Construct ADA compliant wheelchair ramps meeting Town specifications and as approved by the Director of Engineering & Transportation at the intersection of Cypress Street @ Tappan Street with the full cost to purchase and install being covered by the School Project.
 - a. In scope (Project A – Cypress Building): Sidewalk and apex accessible curb cut/ramp at southwest corner of the Tappan/Cypress Intersection on the 111 Cypress Site.
 - b. Out of Scope: HSH to cover pavement markings, signal posts - this now includes whole intersection (update post and pushbutton quantities to include 4 posts, 4 buttons).

- c. Not in Scope: Any changes to the curb cut along the sidewalk on the eastern side of Cypress Street
11. Construct ADA compliant wheelchair ramps meeting Town specifications and as approved by the Director of Engineering & Transportation at the intersection of Cypress Street @ Davis Avenue with the full cost to purchase and install being covered by the School Project.
 - a. In scope / Out of scope? The Town to confirm the ramps at the corner of Davis and Cypress Street are covered by the Cypress Field Project team.
 - b. Out of Scope: LPI changes to signaling. HSH only had LPI here, assume new controller (update post and pushbutton quantities to include 8 posts, 8 buttons)
 12. Construct a publicly accessible, ADA compliant informal pathway to the MBTA Brookline Hills station from Brington Road with the full cost to purchase and install being covered by the School Project; and Cypress building (Project A)
 - a. In scope: Project A landscape
 13. Alter the traffic signal timing at the signalized intersection of Cypress Street at Tappan Street to include a leading pedestrian interval and bring up to ADA standards meeting Town specifications and as approved by the Director of Engineering & Transportation with the full cost to implement, including traffic signal equipment, covered by the School Project;
 - a. Out of scope: and HSH Included above
 14. Alter the traffic signal timing at the signalized intersection of Cypress Street at Davis Avenue to include an exclusive pedestrian phase and bring up to ADA standards meeting Town specifications and as approved by the Director of Engineering & Transportation with the full cost to implement, including traffic signal equipment, covered by the School Project;
 - a. Out of scope: HSH Included above
 15. Reconstruct the 8-foot-wide sidewalks on Cypress Street meeting Town specifications and as approved by the Director of Engineering & Transportation with the full cost to purchase and install being covered by the School Project, and Project A Cypress Building
 - a. In Scope: See Lemonbrooke landscape drawings (Project A)
 16. Reconstruct the sidewalk on Tappan Street ensuring driveways aprons are at sidewalk level meeting Town specifications and as approved by the Director of Engineering & Transportation with the full cost to purchase and install being covered by the School Project.
 - a. In scope (not bid): Project E Streetscape – Lemonbrooke / Nitsch
 - b. In scope (bid): Portion of Tappan Street immediately north of the Cypress building.

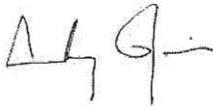
17. Install all NACTO compliant bike racks, street trees, and benches as shown on the attachments provided by staff meeting Town specifications and as approved by the Director of Engineering & Transportation with the full cost to purchase and install being covered by the School Project;
 - a. In scope: Project A (bid), C (not bid), E (not bid), and Cypress Field (not bid)

18. Alter the approved BHS Staff On-street parking program to be 232 total permits with locations to be determined at a later time closer to the issuance of a certificate of occupancy. Diagonal parking along Tappan Street –
 - a. Out of scope: HSH to cover pavement markings, include a nominal amount of extra parking signs (say 20 extra signs). The streets surrounding the school have these special parking signs to allow resident + school employees to park, change to the total number of permits, HSH may need to reassign some of the surrounding streets not included within the limited study area of Greenough, Davis, Tappan.

We would like to review the status of the bike lanes surrounding the high school to verify which bike lanes are in/out of the BHS Expansion Project scope.

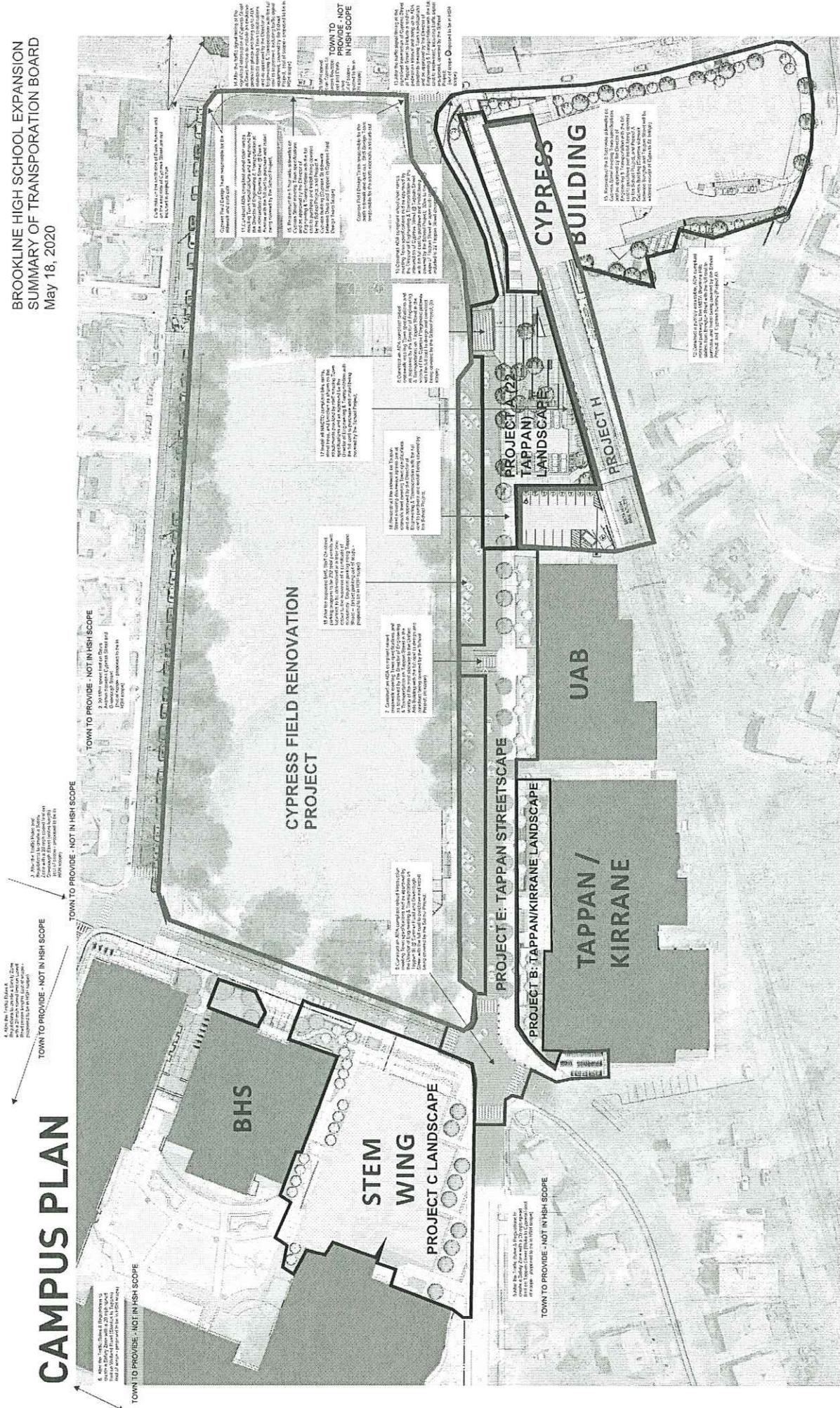
Please let me know if you have any questions.

Regards,



Andy Jonic, AIA
Senior Associate
William Rawn Associates, Architects Inc.
Attachment: HSH letter

CAMPUS PLAN





April 24, 2020

Mr. Andrew Jonic
William Rawn Associates, Architects Inc.
10 Post Office Square, Suite 1010
Boston, MA 02109

**Re: Brookline High School Expansion, Brookline, Massachusetts
Traffic Engineering and Design Consulting Services**

Dear Andrew:

As requested, Howard Stein Hudson (HSH) has prepared this letter to outline proposed transportation mitigation related to the Brookline High School (BHS) Expansion Project. HSH has been pleased to provide continuing transportation support on this project starting with feasibility studies in 2016 through the current construction phase. During this process, the following transportation mitigation elements have evolved through a coordinated review by the design team, the BHS Building Committee, and Brookline Transportation Board.

- The August 2019 BHS Transportation Study, prepared by HSH for the Town, included recommendations for pedestrian signal improvements at the intersections of Cypress Street /Davis Avenue and Cypress Street /Tappan Street. The upgrades primarily include the addition of a “leading pedestrian interval”, or LPI, and minor pedestrian signal equipment adjacent to the site which will improve pedestrian safety. Also, The Brookline Transportation Board voted to also include ADA improvements as part of the mitigation work at Cypress Street/Davis Avenue and Cypress Street/Tappan Street. We have assumed new pedestrian signal posts associated would be installed with ADA compliant wheelchair ramps to bring this intersection into compliance.
- Additionally, we understand the Transportation Board, Bicycle Advocacy Commission and Department of Public Works have discussed creating several Safety Zones of reduced speed limits, and pedestrian and bicycle facility improvements. Bicycle improvements identified at the October 2, 2019 Transportation board meeting include improvements along Tappan Street and Greenough Street, which will serve bicyclists associated with the BHS, Cypress Field/Playground, Kirrane Aquatics Center, and the neighborhood in general. Based on these discussions we have preliminarily considered the following improvements:
 - Pavement markings associate with raised crossings and raised intersections across Tappan Street, and at Tappan Street at Sumner Road and Greenough Street,
 - Contraflow lane, sharrows, and parking along Tappan Street between Greenough and Cypress Street, and



- Contraflow lane, and parking along Greenough Street between Tappan Street and Davis Avenue.
- Safety Zones with new speed limit signage of 20 mph on the following streets:
 - Cypress Street from Boylston Street to Davis Street;
 - Davis Avenue from Cypress Street to Greenough Street;
 - Tappan Street from Blake Road to Cypress Street;
 - Greenough Street from Tappan Street to Washington Street;
 - Sumner Road from Blake Road to Tappan Street;
 - Lowell Road from Greenough Street to Stanton Road; and
 - Welland Road from Stanton Road to Tappan Street.

We estimate the probable total implementation costs for the traffic-related elements of these improvements to range between \$325,000 to \$400,000, including hard and soft costs. Hard costs for the associated pavement marking and signage to implement the proposed bicycle facilities, signal upgrades, and Safety Zones will range between \$250,000 to \$300,000. Note additional costs for the associated civil elements of raised crossings, and curb work have not been included. Soft costs range between \$75,000 to \$100,000 and include design and construction administration. An official proposal to follow and an Engineer's estimate would be developed during the design process.

We look forward to continuing to work with the Town on improving transportation infrastructure for the BHS and the surrounding neighborhood. Should you have any questions please contact me, Ian McKinnon, at (617) 348-3341 and imckinnon@hshassoc.com.

Again, we thank you for this opportunity.

Sincerely,

Ian McKinnon

Ian McKinnon, P.E., PTOE, RSP

Associate, Institutional and Private Markets Leader



Brookline High School Signage and Pavement Marking Offsite Improvements

May 1, 2020

Scope Originally Recommended	Budget
Hard Costs	
Davis Avenue	\$13,600
Greenough Street	\$8,900
Tappan Street (Section at Unified Arts Building)	\$17,300
Cypress St. at Tappan St. Signal Modifications	\$19,500
Cypress St. at Davis Ave. Signal Modifications	\$19,500
Hard Costs Subtotal	<u>\$78,800</u>
Contingencies/Markups (Police, CM, etc)	\$45,700
Soft Costs (Design Preliminary)	\$50,000
TOTAL	\$174,500

Transportation Board Recommendations	Budget
Hard Costs	
Davis Avenue	\$16,900
Greenough Street	\$11,700
Tappan Street (Section at Unified Arts Building)	\$27,700
Tappan Street (Section at STEM Wing)	\$4,600
Cypress St. at Tappan St. Signal Modifications	\$35,300
Cypress St. at Davis Ave. Signal Modifications	\$50,100
External Signage to Establish 20mph Safety Zone	\$4,000
Hard Costs Subtotal	<u>\$150,300</u>
Contingencies/Markups (Police, CM, etc)	\$87,200
Soft Costs (Design Preliminary)	\$75,000
TOTAL	\$312,500

SCOPE #4

ATTACHMENTS

BHS EXPANSION

Contract Amendment #18 - Additional Services for Tappan Gymnasium (Project B)

WRA WORK PLAN

2-Jun-20

Please note the tasks outlined below are in above and beyond the remaining 40% CDs and Construction Administration tasks included in WRA's base contract

Scope #4a: Tappan Gymnasium Renovation Document Revisions

Tasks

Revise Demolition Drawings

Revise Construction Drawings

Revise front end specifications for new bid package

Name	Hours	Rate	Total
Design Princ.	8	\$ 275	\$ 2,200
Project Mgr	40	\$ 250	\$ 10,000
Architect I	200	\$ 200	\$ 40,000
			\$ 52,200

Scope #4b: Tappan Gymnasium Existing Conditions Analysis and Documentation

Tasks

4 full day site visits

Field Measurement

Photo Documentation of each existing spaces previously slated for gut renovation

Revit modelling

Name	Hours	Rate	Total
Project Mgr	16	\$ 250	\$ 4,000
Architect I	60	\$ 200	\$ 12,000
			\$ 16,000

Scope #4c: Tappan Re-design

Tasks

Revise design plans in response to Athletics and Health and Fitness Comments

Attend additional meetings

Mtg #1: Prepare for and present revised layout to BHS Athletics / Health & Fitness on 11/15/19

Mtg #2: Re-design meeting #2

Mtg #3: Re-design meeting #3

Mtg #4: Co-chairs Review

Mtg #5: BHS Advisory

Mtg #6: Parks + Open Space

Mtg #7: School Committee

Name	Hours	Rate	Total
Design Princ.	10	\$ 275	\$ 2,750
Project Mgr	20	\$ 250	\$ 5,000
Architect I	100	\$ 200	\$ 20,000
			\$ 27,750

Total (WRA Fee)			\$ 95,950
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LEMON BROOKE

31 Oxbow Road Concord MA 01742
T 978.222.3700

May 22, 2020
Revised June 2, 2020

Mr. Andy Jonic
Senior Associate
William Rawn Associates, Architects Inc.
10 Post Office Square, Suite 1010
Boston, MA 02109

RE: Brookline High School – Additional Service Request #4 (ASR #4) for Landscape Architectural Services Related to STEM Archway Renovation, Cypress St. Signal Coordination, Tappan Gym Renovation

Dear Mr. Jonic:

Lemon Brooke LLC (LEMON BROOKE) appreciates the opportunity to submit this additional services request for landscape architectural services for the **Brookline High School Expansion Project in Brookline, MA**. This proposal sets forth the proposed limit of work, scope of services, deliverables and fees.

Scope of Service

LEMON BROOKE will provide Landscape Architectural services for revising the construction documents and coordinating with other technical subconsultants for the areas known as STEM Archway, Cypress St. and Tappan St. Signal Renovation, and Tappan Gym Renovation as illustrated and described in **Attachment A “Limit of Work”**. This work is necessitated as follows:

- A) STEM Archway: Recently discovered waterproofing concerns within the STEM archway
- B) Cypress/Tappan Signal: Work to modernize, and make accessible, the signal at Cypress and Tappan Streets which may include replacing and relocating the existing signal.
- C) Tappan Gym Landscape: Redesign with a constrained project budget and need to rebid the work, for the Tappan Gym landscape from back of sidewalk to face of building with the following new conditions:
 - “facelift” existing, keeping existing stair/trellis while, at the same time, incorporating Parks and Open Space comments from 2018/2019.
 - This work entails schematic and design development level work with up to three meetings, including preparation/perspective sketches, illustrative plans and sections.
 - Up to 60% construction drawings and specifications (including design build irrigation as per original contract).
 - Cost Estimating Reconciliation review and meeting
 - 60%-100% CD’s are not included as they are still owned by the original project.
 - Construction administration fees are not included, and will be proposed in the future, as phasing for the work is not yet determined.

Fees Terms & Schedule

To undertake the above scope of services, we recommend the following fee budgets to be established:

<i>Phase</i>	<i>Schedule</i>	<i>Professional Services</i>	<i>Estimated Reimbursables</i>
A) Construction Documents Revisions and Coordination: STEM Archway	1 Month	\$1,500	Included
B) Construction Documents Revisions and Coordination: Cypress St. Signal	2 Months	\$1,500	Included
C1) Schematic Tappan St. Landscape at Tappan Gym and KIRRANE Aquatics Center	0.5 Months	\$6,500	Included
C2) Design Development CDs Tappan St. Landscape at Tappan Gym and KIRRANE Aquatics Center	0.5 Months	\$3,600	Included
C3) Up To 60% CDs Tappan St. Landscape at Tappan Gym and KIRRANE Aquatics Center	1 Months	\$7,800	Included
C4) Cost Estimation Reconciliation Tappan St. Landscape at Tappan Gym and KIRRANE Aquatics Center	1 Months	\$1,800	Included

All terms shall be per the current terms of our contract.

IV. Authorization

We trust this proposal has provided you with sufficient information. If this proposal is agreeable then with your signature below, this will be our legal working contract. If another form of proposal or contract is necessary, please let us know. We look forward to discussing the project further with you and, if you need additional information or detail, please don't hesitate to contact me.

Sincerely,



Christian Lemon, Principal

Accepted:

Andy Jonic
William Rawn Associates, Architects Inc.

Date

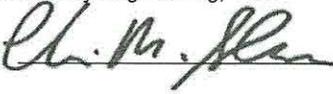
Attachment: Appendix A (Terms & Conditions)

ATTACHMENT A – LIMIT OF WORK (in highlighted area)

- A) STEM Archway
- B) Cypress/Tappan Street Signal
- C) Tappan Street Gym / Kirrane Aquatics Center Landscape Architecture (SD / DD / 60% CD / Cost Estimating Reconciliation)





CONTRACT AMENDMENT		Date:	June 2, 2020
		Project No.:	R18-8405.001
		Amendment No.:	#4
		Billing Group:	BG 220
Client Name:	William Rawn Architects, Associates, Inc.		
Project Name:	Brookline High School Campus Expansion		
Change in Scope <i>(increased, unchanged, or decreased)</i>		Fee Adjustments <i>(lump sum or hourly/budget)</i>	
<p>Provide additional engineering services for the re-design of the renovations to the Tappan Street Gym. The revisions will be as shown on the documents provided by WRA dated 11/15/19 indicating revised scope. The design changes include updating the 60% design documents to reflect the proposed scope of the area.</p> <p>Mechanical (32hrs engineer @ \$155/hr and 88hrs designer @ \$125/hr) = \$15,960 Electrical (24hrs engineer @ \$155/hr and 56hrs designer @ \$125/hr) = \$10,720 Plumbing (16hrs engineer @ \$155/hr and 40hrs designer @ \$125/hr) = \$7,480 Fire Protection (4hrs engineer @ \$155/hr and 12hrs designer @ \$125/hr) = \$2,120 Telecommunications (4hrs engineer @ \$155/hr and 12hrs designer @ \$125/hr) = \$2,120 Senior Project Manager (8hrs @ \$175/hr) = \$1,400</p>		<p>\$39,800</p>	
Total Amendment No. 4		\$39,800	
BASIS OF AUTHORIZATION TO AMEND CONTRACT			
Andy Jonic email to RFS dated 6/1/20.			
Last Agreed Upon Date of Completion: N/A	New Date of Completion: N/A		
Client to sign and return one copy of this form:	Rist-Frost-Shumway Project Manager Approval: 		
For William Rawn Associates, Architects, Inc.:	For Rist-Frost-Shumway Engineering, P.C.:		
Signature: _____ <i>Date</i>	Signature:  06/02/2020 <i>Date</i>		
Type or Print Name/Position: _____	Type or Print Name/Position: Chris Shumway, P.E., LEED AP President		

October 17, 2019

Andrew Jonic
William Rawn Associates, Architects
10 Post Office Square, Suite 1010
Boston, MA 02109

Project: Brookline High School – Tappan New Lobby Plan
LeM File No. 37111.006

Dear Andy,

Thank you for requesting this fee proposal for structural engineering services associated with the scaled-down work for the Tappan Lobby at the Brookline High School project in Brookline, Massachusetts.

We understand the revised scope of work includes elimination of the lobby/community room addition; elimination of new HVAC equipment on the roof; and limited structural work for a renovated lobby space.

For these additional services, we propose a lump sum fee of \$7500 for preparation of the revised documents, specifications, review of bids, etc. Construction Administration will be performed under the new contract as long as it occurs in parallel with Cypress and STEM.

We trust this proposal is responsive to your request; however, if you have any questions or comments, please contact me directly.

Very truly yours,
LeMessurier Consultants Inc.



Peter J. Cheever, P.E.
President

PJC:pw

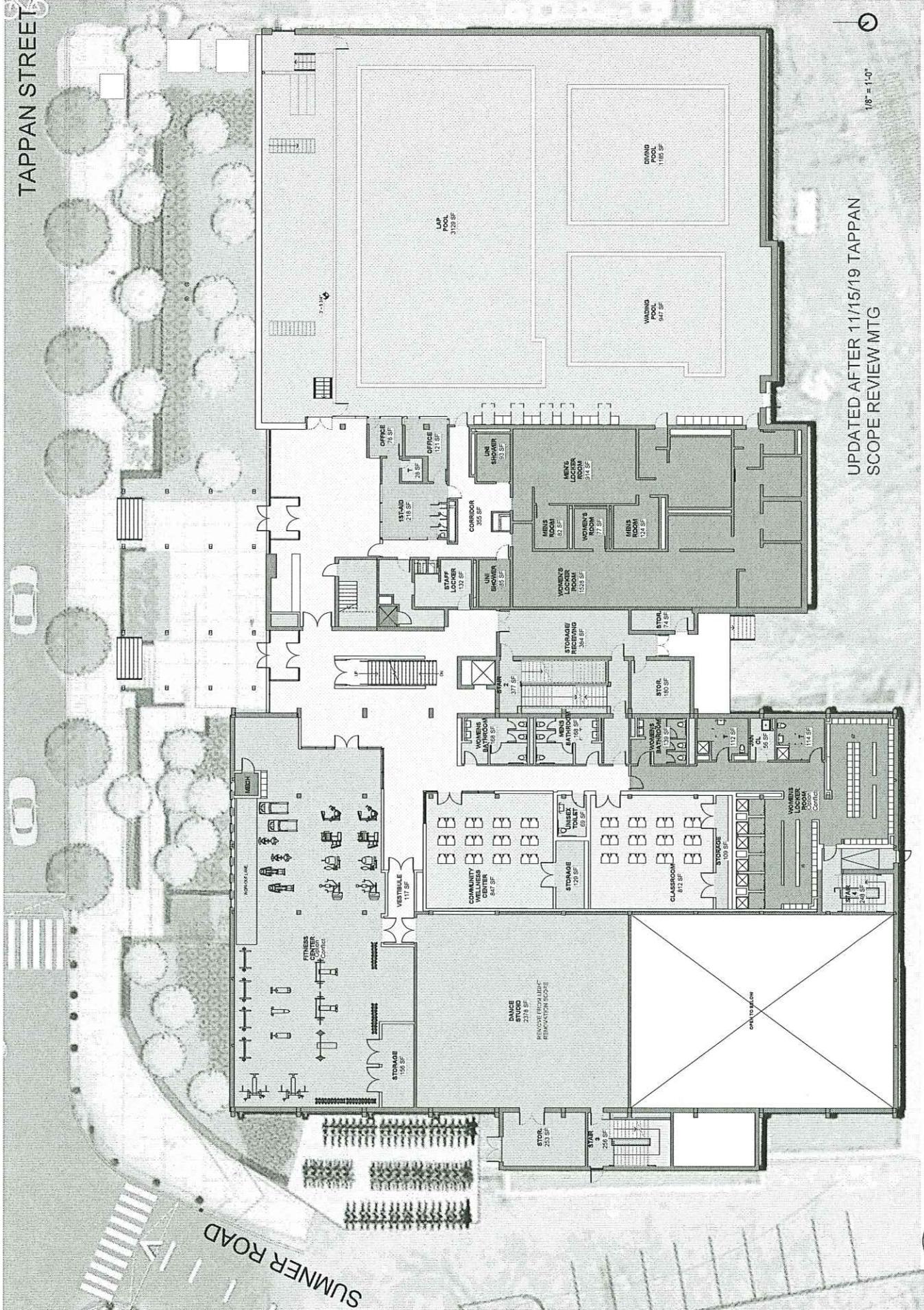
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xc: Sue Hulbert/LeM

LeMessurier.

TAPPAN STREET

SUMNER ROAD



UPDATED AFTER 11/15/19 TAPPAN SCOPE REVIEW MTG

1/8" = 1'-0"

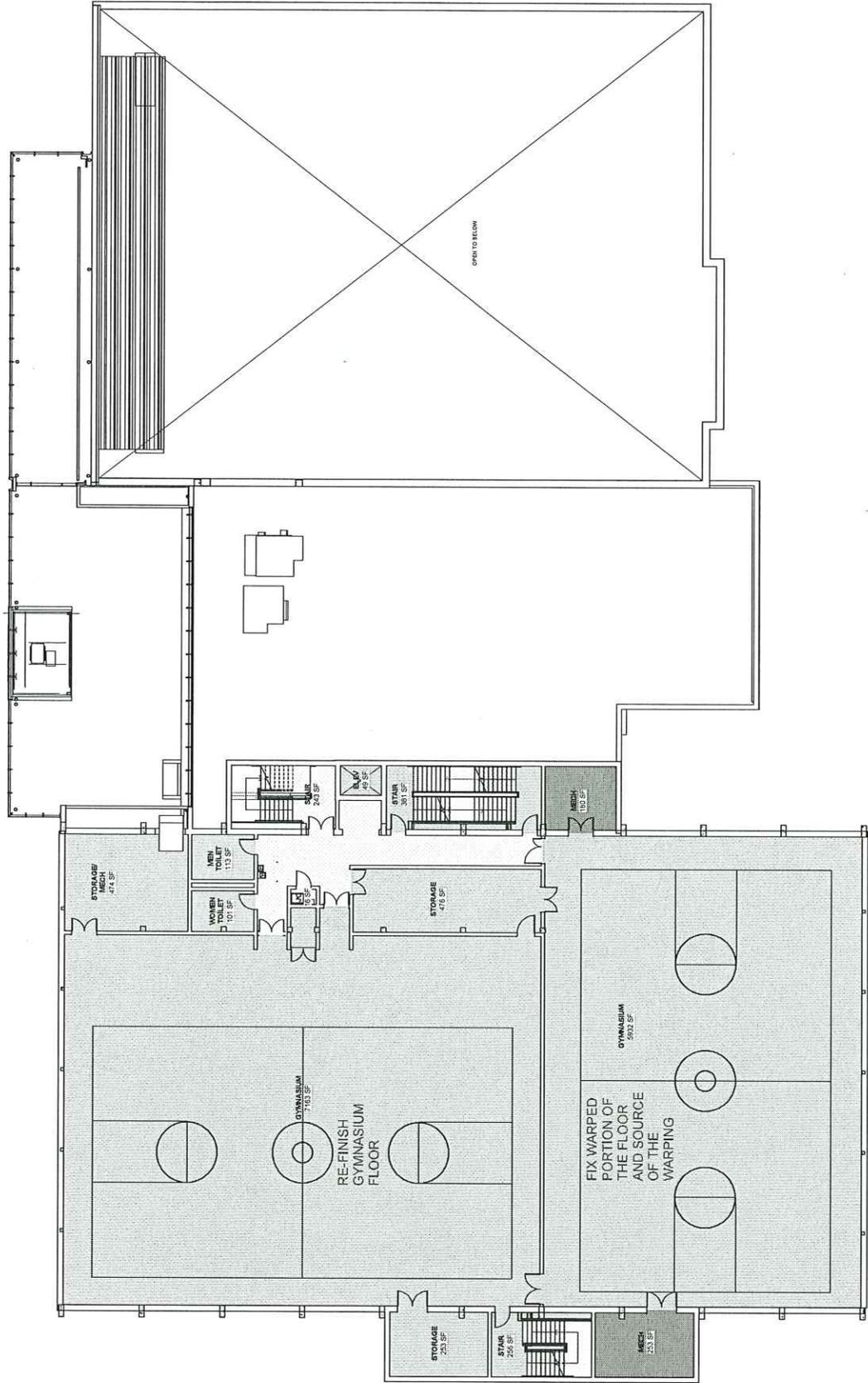
BROOKLINE HIGH SCHOOL
BROOKLINE, MA

LEVEL 1 FLOOR PLAN

William Rawn Associates, Architects, Inc., Boston, MA

11/15/2019





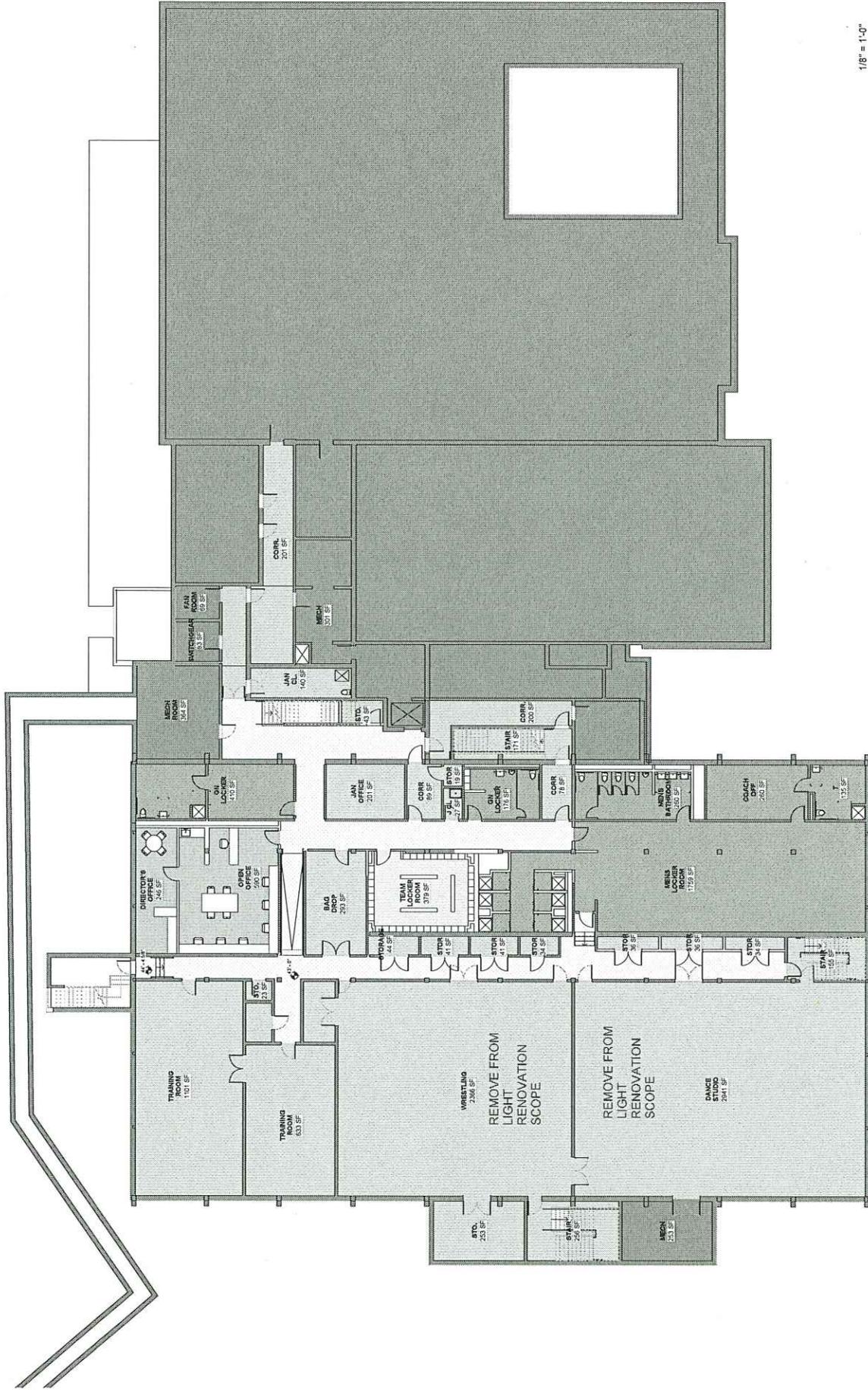
1/8" = 1'-0" 

BROOKLINE HIGH SCHOOL
 BROOKLINE, MA

LEVEL 2 FLOOR PLAN

William Rawn Associates, Architects, Inc., Boston, MA
 08/09/2018





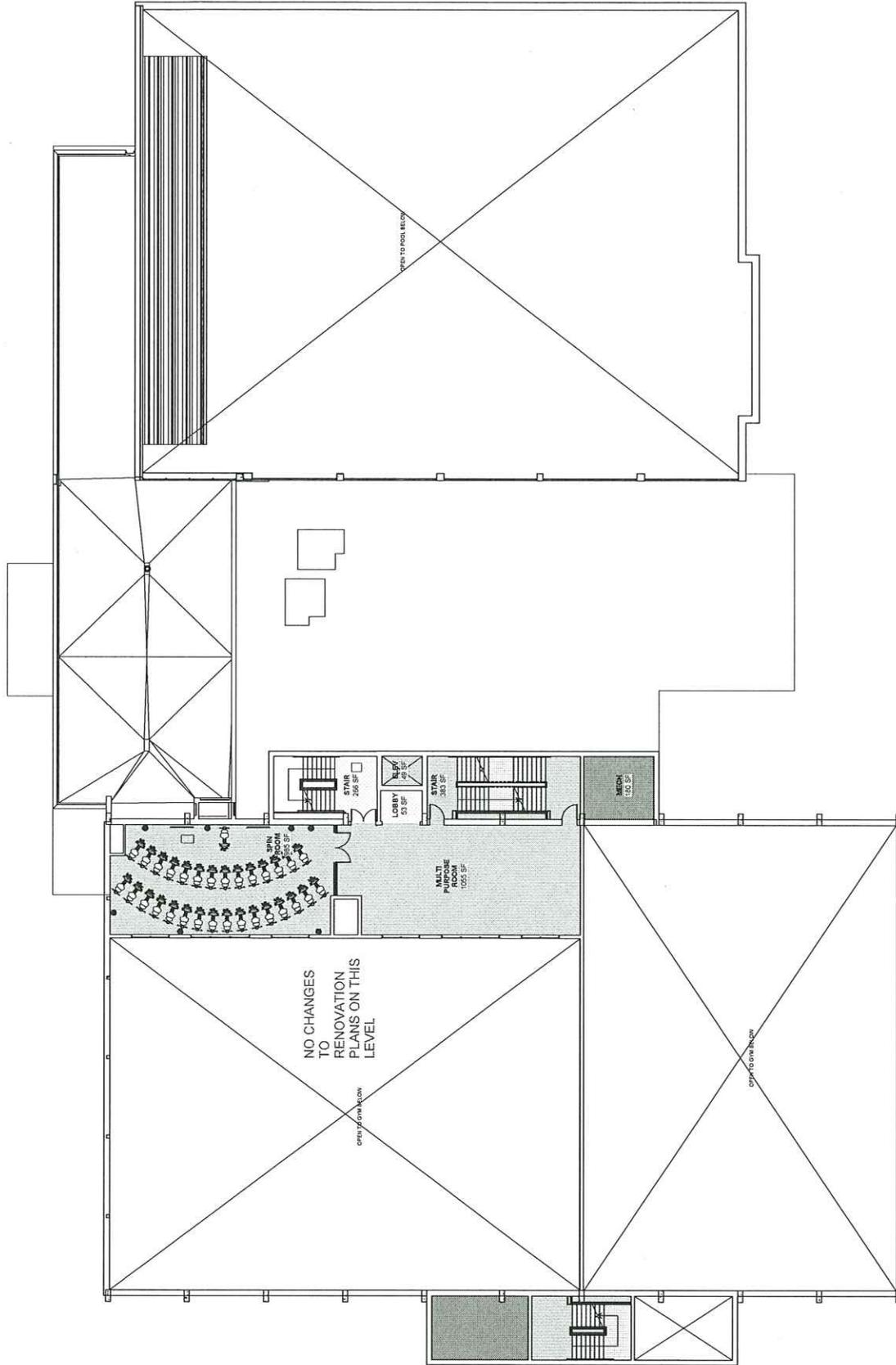
1/8" = 1'-0"

William Rawn Associates, Architects, Inc., Boston, MA
11/15/2019

GARDEN LEVEL FLOOR PLAN

BROOKLINE HIGH SCHOOL
BROOKLINE, MA





1/8" = 1'-0"



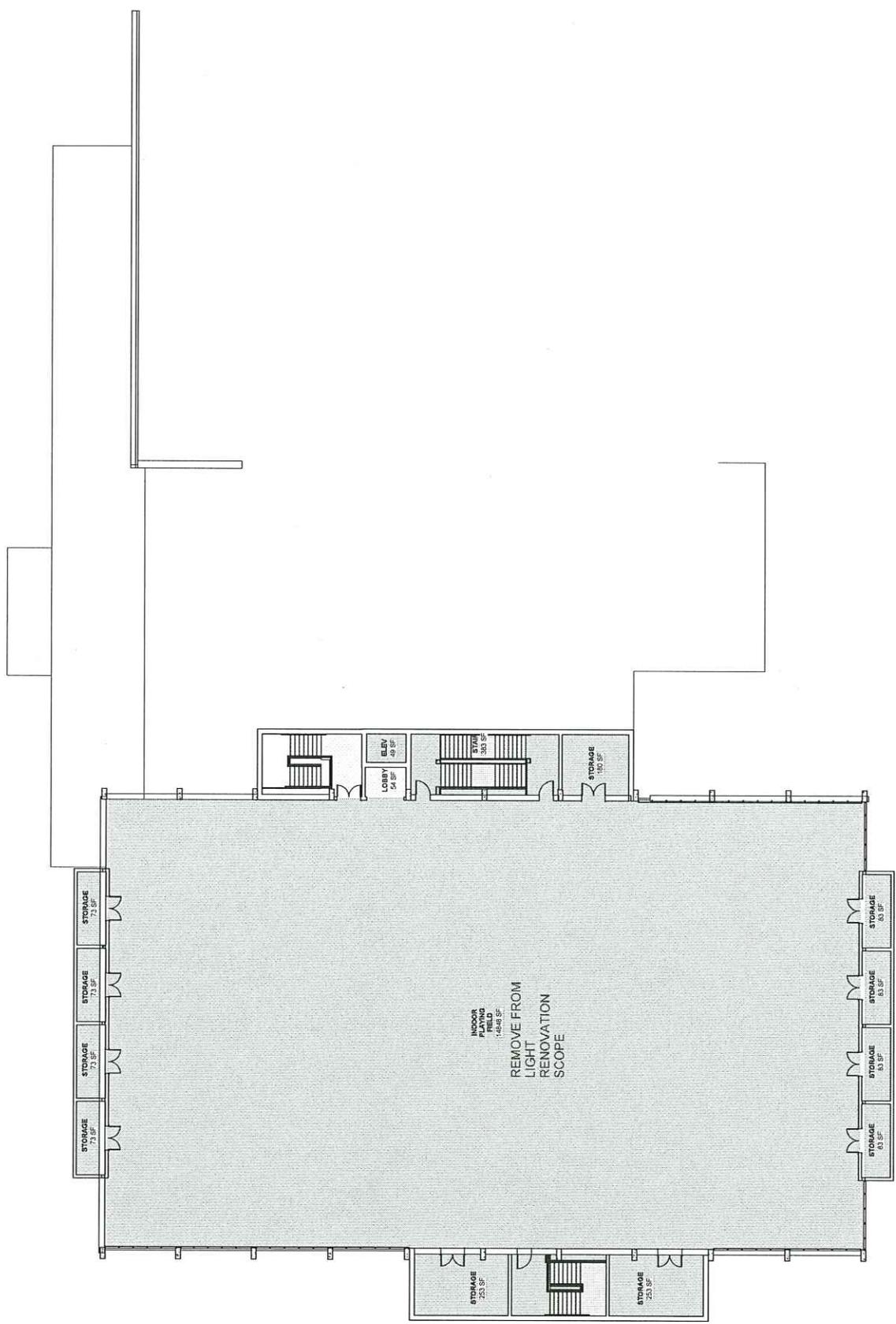
William Rawn Associates, Architects, Inc., Boston, MA

08/09/18

MEZZANINE LEVEL FLOOR PLAN

BROOKLINE HIGH SCHOOL
BROOKLINE, MA





1/8" = 1'-0"





TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Construction Management @ Risk (CM@R)
Skanska Change Order –Pre GMP Amendment 18R1/ CO No. 6

DATE: June 10, 2020

On the Calendar this week, the Building Department has submitted a request for Change Order/ Amendment Approval for the construction management firm Skanska to perform the following services in the amount noted below:

- 18 R1/ CO No 6- Change Order 36 items - \$ 71,821

The HS expansion project was awarded to the contractor Skanska (qualifications based). Refer to the Hill memo dated June 5, 2020 for further explanation of these services. The final procurement for the project is forthcoming based on negotiations with Skanska and the project team.

The Building Department will be available to answer any questions you may have. Thank you for your consideration.



Hill International

Hill International, Inc.
75 Second Avenue, Suite 300
Needham, MA 02494
Tel: 617-778-0900
Fax: 617-778-0999
www.hillintl.com

June 5, 2020

Mr. Ray Masak, P.E.
Project Manager
Town of Brookline Building Department
333 Washington Street
Brookline, MA 02445

RE: Recommendation to approve Skanska Pre-GMP Amendment #18r1

Dear Mr. Masak:

Under separate cover, Skanska USA Building Inc. is submitting original copies of Pre- GMP Amendment #18r1 for the Expansion of Brookline High School Project for acceptance by the Town of Brookline. Following is summary of what is included within this Amendment:

Prime Contract Change Order #6:

This reflects Prime Contract Change Order #6 that formally includes 36 separate Authorization Requests (ARs) that Hill and WRA have previously reviewed, negotiated where applicable and approved. 21 of the AR's are \$0 in value, 13 are added costs, one (1) is a credit due to a change in scope and one (1) offsetting credits for reconciling an enabling phase Owner Allowance. The result is a net add of **\$71,821**.

Of the 36 AR's below:

- 17 are very minor modifications with no or very little change to project cost. Eight AR's below are the result of unforeseen conditions and account for \$64,082 of the \$71,821 total.
- Five AR's below are authorizations of the use of CM contingency or owner allowances that have no change to project cost.
- Three AR's are for Owner Changes.
- Two AR's are for design issues.
- One AR is a third party requirement (MBTA).

An itemized summary of PCCO #6 is following:

- AR #310.084: Enabling – Reconcile and credit unused Owner Allowance for excavation and backfill of existing foundations Credit (\$8,012). (Reconcile Owner Allowance)
- AR #310.029: Enabling – Zero dollar change for the response to RFI 89. (Misc. Scope Change).
- AR #310.046: Enabling – Replace temperature control wiring for cabinet unit heater; \$3,751.00 (Unforeseen Condition)
- AR #200.031: Cypress Building– Zero dollar change for Field Bulletin 08A, modification of steel brick supports; (Misc. Scope Change)
- AR #300.010: STEM Building – Zero dollar change to incorporate Bulletin #1, curtain wall pricing set. (Misc. Scope Change)

- AR #200.005: Cypress Building – Cost to survey and re-create new as-builts of the tracks after the MBTA replaced the tracks themselves in September 2019. \$4,720. (Misc. Scope Change)
- AR #200.032: Cypress Building – Zero dollar change to incorporate Bulletin #10, revisions to structural steel details. (Misc. Scope Change)
- AR #300.015: STEM Building – Zero dollar change to incorporate Bulletin #25, revision to foundation wall. (Misc. Scope Change)
- AR #300.011: STEM Building – Zero dollar change to incorporate Bulletin #27, revision to furring for hall buttons for elevator. (Misc. Scope Change)
- AR #300.017: STEM Building – Reduce the number of window shades in accordance with Bulletin #29. (\$2,537.00)(Misc. Scope Change)
- AR #310.094: Enabling – Re-route trench and hot water piping to avoid underground obstructions. \$14,914.00 (Unforeseen Condition)
- AR #300.018: STEM Building – Zero dollar change to incorporate Bulletin #42 to adjust the dimension of a stair 3(Misc. Scope Change)
- AR #300.019: STEM Building – Zero dollar change to incorporate Bulletin #45 to adjust the dimension of a stair 4 & 5 (Misc. Scope Change)
- AR #300.023: STEM Building – Structural conflict with existing tunnel adjustments per Bulletin 052: \$16,436.00 (Unforeseen Condition)
- AR #300.024: STEM Building– Zero dollar change to incorporate Bulletin #43, wall dimensional change. (Misc. Scope Change)
- AR #300.025: STEM Building– Repair existing storm water pipe at existing building per Bulletins 41 and 41R1. \$20,393.00 (Unforeseen Condition)
- AR #300.021: STEM Building– Zero dollar change to incorporate Bulletin #46, revise detail for beam pocket infill condition. (Misc. Scope Change)
- AR #200.035: Cypress Building– Zero dollar change to revise OCS insert locations per Bulletin 22. (Misc. Scope Change)
- AR #310.074: Enabling– Zero dollar to clean a trench for a pipe inspection.
- AR #300.022: STEM Building– Contingency expenditure for premium time for concrete work on Saturday January 11 and 18, 2020 when weather was suitable. \$6,610.00 contingency expenditure, \$0 dollar to contract (contingency expenditure)
- AR #300.014: STEM Building–Zero dollar change to incorporate Bulletin #5, updated Audio Visual drawings. (Misc. Scope Change)
- AR #200.026: Cypress Building–Zero dollar change to incorporate Bulletin #40R1, dimensional adjustment to shaft location. (Misc. Scope Change)
- AR #310.090: Enabling–Zero dollar change to trouble shooting ATC in existing building. \$6,170.00 CM contingency expenditure (Unforeseen Conditions)
- AR #200.027: Cypress Building–Dimensional change to shaft directed in Bulletin 040R2. \$3,181.00 (Misc. Scope Change)
- AR #200.022: Cypress Building–Zero dollar change to grout voids in concrete plank purchased in owners allowance contained in RTA.
- AR #200.023: Cypress Building–Zero dollar change to provide embeds for safety stanchions purchased in owners allowance contained in RTA.
- AR #300.026: STEM Building–Revise laboratory faucets \$3,341.00 per Bulletin 53. (Owner Change)
- AR #300.027: STEM Building–Revise details around interior aluminum frame per Bulletin #50, \$1,417.00 (Misc scope change)
- AR #300.009: STEM Building–Extend HVAC piping unistrut rack in mechanical trench. \$6,136.00 (Unforeseen Condition)

- AR #300.028: STEM Building–Modify matt foundation to accommodate sanitary line. \$2,452. (Unforeseen Condition)
- AR #200.028: Cypress Building– Plumbing modification from AHU 8 coordination per Bulletin 69.1 \$362.00 (Misc. Scope Change)
- AR #200.030: Cypress Building– Zero dollar change to revise laboratory faucets per Bulletin 75. (Owner Change)
- AR #310.095: Enabling–Zero dollar change to enclose insulation at roof top doghouse. CM contingency expenditure of \$686.00 (Misc. Scope Change)
- AR #300.029: STEM Building–Zero dollar change for device coordination per Bulletin 77.
- AR #300.030: STEM Building–Unit cost adjustment for soils classification in building footprint per RFI 245. \$4,079.00 (Unforeseen Condition)
- AR #310.096: Enabling– Purchase of flooring material for high school offices. \$1,128.00 (Owner Change)

Subcontractor Awards: No subcontractor awards are part of this amendment.

Based on the above, we recommend approval of this Pre-GMP Amendment.

Very truly yours,



Andy Felix, MCPPO
Project Director

AIA[®] Document G701[™] - 2017

Change Order

PROJECT: <i>(Name and address)</i> Expansion of Brookline High School, (Project A and Project B) Brookline, MA 02445	CONTRACT INFORMATION: Contract For: Construction Date: July 24, 2018	CHANGE ORDER INFORMATION: Change Order Number: Pre-GMP Amendment 018R1 Date: June 3rd, 2020
OWNER: <i>(Name and address)</i> Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline 333 Washington Street, Brookline, MA 02445	ARCHITECT: <i>(Name and address)</i> William Rawn Associates Architects Inc. 10 Post Office Square, Suite 1010, Boston, Massachusetts 02109	CONTRACTOR: <i>(Name and address)</i> Skanska USA Building Inc. 101 Seaport Boulevard, Suite 200, Boston, MA 02210

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Pre-GMP Amendment 18a Subcontract Awards (Partial) and General Conditions: \$0
 Pre-GMP Amendment 18b - PCCO No. 006: \$71,821.

And Associated

Subcontractor Default Insurance
 Construction Contingency
 Builder's Risk Insurance
 CCIP
 Skanska Bond
 Fee

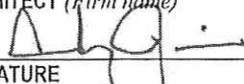
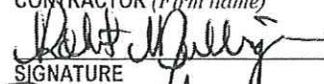
Neither the Contract Sum, the pre-GMP(s) or the Contract Time (or eventually the final GMP or the Substantial and Final Completion Dates) upon which said Contract Sum is based contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by Coronavirus, other than as expressly stated herein.

The original Contract Sum was	\$ 476,928.00
The net change by previously authorized Change Orders	\$ 123,522,515.00
The Contract Sum prior to this Change Order was	\$ 123,999,443.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 71,821.00
The new Contract Sum including this Change Order will be	\$ 124,071,264.00

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be See Exhibit D

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

William Rawn Associates Architects Inc.	Skanska USA Building Inc.	Town of Brookline
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
ANDREW JONIC AIA SR. ASSOC.	Robert Mulvaney/SR PM	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
6.3.20	6/3/20	
DATE	DATE	DATE

TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 08-Jun-20

TO:	Skanska USA Building Inc 101 Seaport Boulevard, Suite 200 Boston MA 02210
-----	---

Purchase Order Number

21911639

Vendor Number

55399

PAYMENT AMOUNT

\$71,821.00

BUDGET 120,391,451.00
BALANCE 101,016,335.08

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		6C0002

FOR: Brookline High School Expansion

Amendment	Date	
18R	6/3/2020	Pre-GMP Amendment 18R / CO No. 6 - Misc Changes

AMOUNT
\$71,821.00



Skanska USA Building

101 Seaport Blvd., Suite 200

Boston, MA 02210

Phone 617-574-1400

Fax 617-574-1399

Web www.usa.skanska.com

Date

JUNE 3, 2020

Reference

Skanska Project No. 1318014 – Expansion & Renovation of Brookline High School (Project A and Project B) – **Pre-GMP Amendment No. 018R1**

Mr. Raymond Masak, Project Manager
TOWN OF BROOKLINE BUILDING DEPARTMENT
333 Washington Street, 3rd Floor
Brookline, MA 02445

Dear Mr. Masak:

Skanska USA Building Inc. is pleased to provide you with the attached Pre-GMP Amendment No. **018R1** for the above referenced project. The summary of this amendment has been organized to include the addition of the items listed above to the amount previously approved in the base contract.

Please do not hesitate to contact me with any questions.

Sincerely,

SKANSKA USA BUILDING INC.

Rob Mulligan

Rob Mulligan
Senior Project Manager

CC: Dan Lanneville, Jim Craft, Peter K. Roche, Anna Lee, Lauren Daly (Skanska USB)
Andy Felix, Ian Parks, Paul Kalous, Andy Vo (Hill International)
Samuel Lasky, Andy Jonic (William Rawn Associates)

AIA® Document G701™ - 2017

Change Order

PROJECT: <i>(Name and address)</i> Expansion of Brookline High School, (Project A and Project B) Brookline, MA 02445	CONTRACT INFORMATION: Contract For: Construction Date: July 24, 2018	CHANGE ORDER INFORMATION: Change Order Number: Pre-GMP Amendment 018R1 Date: June 3rd, 2020
OWNER: <i>(Name and address)</i> Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline 333 Washington Street, Brookline, MA 02445	ARCHITECT: <i>(Name and address)</i> William Rawn Associates Architects Inc. 10 Post Office Square, Suite 1010, Boston, Massachusetts 02109	CONTRACTOR: <i>(Name and address)</i> Skanska USA Building Inc. 101 Seaport Boulevard, Suite 200, Boston, MA 02210

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Pre-GMP Amendment 18a Subcontract Awards (Partial) and General Conditions: \$0
Pre-GMP Amendment 18b - PCCO No. 006: \$71,821.

And Associated

Subcontractor Default Insurance
Construction Contingency
Builder's Risk Insurance
CCIP
Skanska Bond
Fee

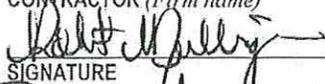
Neither the Contract Sum, the pre-GMP(s) or the Contract Time (or eventually the final GMP or the Substantial and Final Completion Dates) upon which said Contract Sum is based contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by Coronavirus, other than as expressly stated herein.

The original Contract Sum was	\$	<u>476,928.00</u>
The net change by previously authorized Change Orders	\$	<u>123,522,515.00</u>
The Contract Sum prior to this Change Order was	\$	<u>123,999,443.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>71,821.00</u>
The new Contract Sum including this Change Order will be	\$	<u>124,071,264.00</u>

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be See Exhibit D

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

William Rawn Associates Architects Inc.	Skanska USA Building Inc.	Town of Brookline
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
	Craft, Jim <small>Digitally signed by Craft, Jim DN: CN="Craft, Jim" Date: 2020.06.03 10:24:38-04'00'</small>	
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
ANDREW JONIC AIA SR. ASSOC.	ROBERT MURRAY/CRPM	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
6.3.20	6/3/20	
DATE	DATE	DATE

TO OWNER – CONSTRUCTION MANAGER AGREEMENT FOR EXPANSION OF BROOKLINE HIGH SCHOOL,
(PROJECT A and PROJECT B)

Pursuant to Article 6.1.2 of the Owner – Construction Manager Agreement dated July 24, 2018 and Article VII of the General Conditions of the Contract between the Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline (Owner) and Skanska USA Building Inc. (Construction Manager), for construction of the Expansion of Brookline High School, (Project A and Project B) (the Project), the Owner and Construction Manager establish an interim price to allow an interim phase of construction services to proceed prior to the execution of the Guaranteed Maximum Price (GMP) amendment. This Amendment shall also serve as the Notice to Proceed (NTP) for the Construction Manager to perform this initial phase of construction services.

EXHIBITS TO AMENDMENT:

- Exhibit A: Document List
- Exhibit B: List of Allowances & Scope Holds
- Exhibit C: Assumptions, Qualifications & Clarifications
- Exhibit D: Contract Time
- Exhibit E: Schedule of Values
- Exhibit F: Schedule of Alternate Prices
- Exhibit G: Schedule of Unit Prices
- Exhibit H: Time Limit for Acceptance

- Exhibit I: Prime Contract Change Order 006

This agreement is made as of the 3rd day of June by and between the Town of Brookline and Skanska USA Building Inc.

SKANSKA USA BUILDING INC.

By: Craft, Jim Digitally signed by Craft, Jim
DN: CN="Craft, Jim"
Date: 2020.06.03 10:25:11-04'00'

Date: _____

Jim Craft, Project Executive

APPROVAL OF OWNER: TOWN OF BROOKLINE

Building Commission

Janet Fierman, Chairman

George Cole, Member

Kenneth Kaplan, Member

Karen Breslawski, Member

Nathan E. Peck, Member

School Committee

Helen Charlupski, Member

Suzanne Federspiel, Member

Jennifer Monopoli, Member

Barbara Scotto, Member

Selectboard

Bernard W. Greene, Chair

Benjamin J. Franco, Member

Nancy S. Heller, Member

Heather Hamilton, Member

Raul Fernandez, Member

Julie Schreiner-Oldham, Chair

Susan Wolf Ditkoff, Member

Michael Glover, Member

David Pearlman, Member

Sharon Abramowitz, Member

Confirmation of Availability of Funds:

Town Comptroller



Date: 6/3/2020

Prime Contract Change Order Number 006

Brookline High School

Project # 1318014

Skanska USA Building Inc.

To Contractor:
Skanska USA Building Inc.

The Contract is hereby revised by the following items:

PCCO 6 Approved Authorization Requests 05/29/20

AR	CE	Description	Amount
310.084	310.5006	Enabling - Owner Allowance - Sitework - E&B at temp stair foundation	-\$ 8,012
310.029	310.1043	Enabling - RFI #089 Temporary Wall - Basement	\$ 0
310.046	310.1066	Enabling - RFI #114: Wiring for Old Cabinet Unit Heaters	\$ 3,751
200.031	200.1017	CYPRESS - Field Bulletin 008A - Steel Brick Support Revisions	\$ 0
300.010	300.1010	STEM - FB 001 - Curtainwall Pricing Set	\$ 0
200.005	200.1027	CYPRESS - Survey MBTA Track Replacement	\$ 4,780
200.032	200.1028	CYPRESS - Field Bulletin 010 - Structural Steel Detail Revisions	\$ 0
300.015	300.1017	STEM - FB 025 - Foundation Wall Coordination	\$ 0
300.011	300.1020	STEM - FB 027 - Elevator Furring and Hall Buttons	\$ 0
300.017	300.1022	STEM - FB 029 - Window Shade Reduction	-\$ 2,537
310.094	310.1108	Enabling - RFI #085: Direct Bury Trench - Reroute	\$ 14,914
300.018	300.1024	STEM - FB 042 - Stair 3 Dimensional Adjustment	\$ 0
300.019	300.1025	STEM - FB 045 - Stair 4 and 5 Dimensional Adjustment	\$ 0
300.023	300.1029	STEM - FB 052 - P1 and F49 Conflict with Existing Tunnel RFI 164	\$ 16,436
300.024	300.1031	STEM - FB 043 - Sloped Walk Revisions	\$ 0
300.025	300.1033	STEM - FB 041 & 041R1 - Repair Leaking Storm Line in Existing Building	\$ 20,393
300.021	300.1034	STEM - FB 046 - Beam Pocket Infill Permanent Condition	\$ 0
200.035	200.1049	CYPRESS - Field Bulletin 022 - OCS Insert Layout Revisions	\$ 0
310.074	310.1123	Enabling - Clean Exposed Trench	\$ 0
300.022	300.1038	STEM - Premium Time 01/11/2020 and 01/18/2020	\$ 0
300.014	300.1041	STEM - FB 005.5 - AV Specification and Drawings Update	\$ 0
200.026	200.1064	CYPRESS - Field Bulletin 040R1 - Shaft Dimensional Adjustment	\$ 0
310.090	310.1124	Enabling - Siemens Troubleshooting	\$ 0
200.027	200.1071	CYPRESS - Field Bulletin 040R2 - Shaft Dimensional Adjustment	\$ 3,181
200.022	200.5022	CYPRESS - Owners Allowance - BP#01 - Grouting of Precast Plank and Voided Slabs	\$ 0
200.023	200.6066	CYPRESS - EH - BP#01 - Provide Embed Plates for Safety Stanchions	\$ 0
300.026	300.1062	STEM - FB 053: Revise Lab Faucet Type	\$ 3,341
300.027	300.1063	STEM - FB 050: Details Around Interior Aluminum Frames	\$ 1,417
300.009	300.1066	STEM - RFI 222: Unistrut Rack in Mechanical Trench	\$ 6,136
300.028	300.1072	STEM - FB 068: Modify Matt Foundation for Existing Sanitary Line	\$ 2,452
200.028	200.1106	CYPRESS - Field Bulletin 069.1 - AHU 8 Revisions - Plumbing Coordination	\$ 362
200.030	200.1127	CYPRESS - Field Bulletin 075 - Physics Classroom Faucet Revisions	\$ 0
310.095	310.1136	Enabling - Observation #148 - Seal ductwork insulation at doghouse	\$ 0
300.029	300.1082	STEM - FB 077: Device Coordination	\$ 0
300.030	300.1083	STEM - RFI 245: Soil Classification around Building Footprint	\$ 4,079
310.096	310.1138	Enabling - Allegheny - Material Only for CO 003/slip #23980	\$ 1,128
			\$ 71,821

Neither the Contract Price (or eventually the GMP) nor the Contract Time (or eventually the project schedule) upon which which said Contract Price (and eventual GMP) is based contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by Coronavirus.

For Approval, Refer to Pre-GMP Amendment and Associated AIA G701 with Town of Brookline Signature Page Attached

	5/19/20	5/28/20	6/4/20	6/11/20	Change from May 19	
Total Deficit	\$ (1,515,131)	\$ (1,457,823)	\$ (1,538,777)	\$ (1,186,805)	\$ 328,326	
COVID-19 Related Expense	\$ 300,909	\$ 705,571	\$ 725,571	\$ 725,571	\$ 424,662	Will Continue to
Unknown/Unanticipated	\$ 960,845	\$ 470,000	\$ 420,000	\$ 420,000	\$ (540,845)	
Food Service Deficit	\$ 788,667	\$ 290,391	\$ 290,391	\$ 290,391	\$ (498,276)	Moved \$225K to
BEEP Deficit	\$ 711,391	\$ 701,851	\$ 636,611	\$ 635,091	\$ (76,300)	
Rental of Facilities Deficits					\$ -	Recon Pending R
Grant Deficits					\$ -	Recon Pending R
Total Unanticipated Expense	\$ 2,761,812	\$ 2,167,813	\$ 2,072,573	\$ 2,071,053	\$ (690,759)	
Change in Expenses						
Personnel	\$ 106,033,997	\$ 107,105,636	\$ 107,096,393	\$ 106,787,300	\$ 753,303	0.71%
Total YTD Exp&ENC	\$ 15,347,787	\$ 14,218,840	\$ 14,309,037	\$ 14,294,139	\$ (1,053,648)	-6.87%
Total Estimated Expenditures	\$ 121,381,784	\$ 121,324,476	\$ 121,405,430	\$ 121,081,439	\$ (300,345)	
Total Revenue	\$ 119,866,653	\$ 119,866,653	\$ 119,866,653	\$ 119,894,634	\$ 27,981	
	\$ (1,515,131)	\$ (1,457,823)	\$ (1,538,777)	\$ (1,186,805)	\$ 328,326	
% (over)/under revenue	-1.26%	-1.22%	-1.28%	-0.99%		
Notes:						
COVID-19			Will continue to rise and can not be projected			
Unknown and Unanticipated Payroll Hours					TBD	
Funds Held in Reserve for Unknown and Unanticipated					\$420,000	

Copy of FY 20 Budget Closing Analysis and Reporting

Projected Year End	Original Approp	Transfer/ Adjustments	Revised Budget	YTD Expended	Enc/Req	Balance Available	6/4-6/30 Projection	(Over)/ Under Available Funds	Total Year End Projection (E+F+H)	(Over)/ Under Budget
Operating Budget				as of 6/4/2020		Budget Freeze 4/8/2020				
51 Salaries	\$ 103,296,766	\$ 14,865	\$ 103,311,631	\$ 98,508,033	\$ -	\$ 4,803,598	\$ 6,573,600	\$ (1,770,002)	\$ 105,081,633	\$ (1,770,002)
52 Outside Services	\$ 9,732,770	\$ 407,382	\$ 10,140,152	\$ 8,625,062	\$ 753,844	\$ 761,246	\$ 187,865	\$ 573,381	\$ 9,566,771	\$ 573,381
53 Supplies	\$ 1,799,606	\$ 116,248	\$ 1,915,854	\$ 1,180,038	\$ 140,128	\$ 595,689	\$ 225,000	\$ 370,689	\$ 1,545,165	\$ 370,689
55 Other Charges	\$ 1,280,371	\$ (473,900)	\$ 806,471	\$ 260,658	\$ 46,913	\$ 498,900		\$ 498,900	\$ 307,571	\$ 498,900
56 Utilities	\$ 10,350	\$ -	\$ 10,350	\$ 6,269	\$ 4,081	\$ -		\$ -	\$ 10,350	\$ -
5A Budgeted Capital	\$ 1,234,348	\$ (33,700)	\$ 1,200,648	\$ 1,027,690	\$ 14,805	\$ 158,153		\$ 158,153	\$ 1,042,495	\$ 158,153
	\$ 117,354,211	\$ 30,895	\$ 117,385,106	\$ 109,607,749	\$ 959,771	\$ 6,817,585	\$ 6,986,465	\$ (168,879)	\$ 117,553,985	\$ (168,879)
Special Revenue Offset Accounts (Revolving Funds & Grants)										
51 Salaries	\$ 717,523	\$ (179,542)	\$ 537,981	\$ 16,412	\$ 141	\$ 521,428	\$ 1,689,114	\$ (1,167,687)	\$ 1,705,668	\$ (1,167,687)
52 Outside Services (SEB3)	\$ 1,769,814	\$ 201,733	\$ 1,971,547	\$ 1,550,876	\$ 270,910	\$ 149,761		\$ 149,761	\$ 1,821,786	\$ 149,761
53 Supplies	\$ 33,891	\$ (33,891)								
55 Other Charges	\$ (188,508)	\$ 188,508								
56 Utilities	\$ -	\$ -								
5A Budgeted Capital	\$ (42,663)	\$ 42,663								
	\$ 2,290,057	\$ 219,471	\$ 2,509,528	\$ 1,567,288	\$ 271,051	\$ 671,189	\$ 1,689,114	\$ (1,017,926)	\$ 3,527,454	\$ (1,017,926)
Budget Summary As Presented										
51 Salaries	\$ 104,014,289	\$ (164,677)	\$ 103,849,612	\$ 98,524,445	\$ 141	\$ 5,325,026	\$ 8,262,714	\$ (2,937,688)	\$ 106,787,300	\$ (2,937,688)
52 Outside Services	\$ 11,699,864	\$ 411,835	\$ 12,111,699	\$ 10,175,938	\$ 1,024,754	\$ 911,007	\$ 187,865	\$ 723,142	\$ 11,388,557	\$ 723,142
53 Supplies	\$ 1,833,497	\$ 82,357	\$ 1,915,854	\$ 1,180,038	\$ 140,128	\$ 595,689	\$ 225,000	\$ 370,689	\$ 1,545,165	\$ 370,689
55 Other Charges	\$ 1,091,863	\$ (285,392)	\$ 806,471	\$ 260,658	\$ 46,913	\$ 498,900	\$ -	\$ 498,900	\$ 307,571	\$ 498,900
56 Utilities	\$ 10,350	\$ -	\$ 10,350	\$ 6,269	\$ 4,081	\$ -	\$ -	\$ -	\$ 10,350	\$ -
5A Budgeted Capital	\$ 1,191,685	\$ 8,963	\$ 1,200,648	\$ 1,027,690	\$ 14,805	\$ 158,153	\$ -	\$ 158,153	\$ 1,042,495	\$ 158,153
	\$ 119,841,548	\$ 53,086	\$ 119,894,634	\$ 111,175,038	\$ 1,230,823	\$ 7,488,774	\$ 8,675,579	\$ (1,186,805)	\$ 121,081,439	\$ (1,186,805)

Copy of FY 20 Budget Closing Analysis and Reporting

Revenue Offsets	Original Approp	Transfer/ Adjustmen ts	Revised Budget				4th Qtr Projection		
Town Appropriation	\$ 117,354,211	\$ 30,895	\$ 117,385,106				\$ 117,385,106		
Materials Fee/Tuition (SE52)	\$ 717,523	\$(179,542)	\$ 537,981				\$ 537,981		
Circuit Breaker	\$ 1,769,814	\$ 201,733	\$ 1,971,547				\$ 1,971,547		
Revolving Fund Reimbursement									
Other Revenue									
Total Revenue	\$ 119,841,548	\$ 53,086	\$ 119,894,634	\$ -	\$ -	\$ -	\$ 119,894,634		
	\$ -		\$ -	\$ (111,175,038)	\$ (1,230,823)	\$ (8,675,579)	GAP	\$ (1,186,805)	-0.99%
				as of				6/11/2020	

Financing Plan		Projected Deficit Balance	COVID 19* as of 6/4/20	Net Projected Operating Budget Deficit (available balance)	Pending Deficit Reductions	Actions	Options
Operating Budget		\$ 168,879	\$ 499,920	\$ (331,041)	Town Cares Act Filing June 5 School Cares Act filing June 15	Budget Freeze April 8, Reducing Purchase Orders, Canceling Orders, Froze vacant positions, Released Circuit Breaker to be expended in full, Senior Staff reviews all purchasing requests, Holding \$420k of the original \$960k for unanticipated and unknown, Audit of FY20 Personnel Budget to Payroll being	Operating Budget allowed to be in deficit for all FEMA/MEMA eligible expenses. Waiting for DLS guidance on how to handle these expenses for filing FEMA/MEMA Applications
Circuit Breaker Tuition Offset		\$ (149,761)		\$ (149,761)	Transfers from Operating Budget	In the process of reclassifying Purchase Orders from Operating Budget to Circuit Breaker Account	Submitted and waiting for Town Comptroller's Office to complete the reclassification of Purchase Orders
Grant Fund Deficits (projection) *NEW				\$ -		Eliminating Expenditures and amending to pay salaries not adjusted to the grant budget	No grant is accepted unless there is a balanced budget which includes absorbing staffing costs. Staffing deficits need to be declared and reviewed as part of the next year's budget development. Before each school year.
Operating Budget		\$ 19,118	\$ 499,920	\$ (480,802)			
Funding of Revolving Fund Revenue Challenges							
	BEEP	\$ 635,091		\$ 635,091		Combination of lost revenue and reconciliation of Payroll. Staffing needed to be shifted to Operating Budget	Amortize the deficit, Layoff employees (BEEP PARA), Working on a full reconciliation of positions being charged and overcharging of positions to the revolving fund that should be charged to the Operating Budget
	Rental of Facilities			\$ -		Loss of Rental Of Facilities Revenue and Net Payroll impact of 3.5 Custodians	Furlough and Layoff until buildings re-open for rental. Move Custodial Supervisor to Operating Budget for FY 21
	Food Service	\$ 516,042	\$ 225,651	\$ 290,391	Town Cares Act Filing June 5 (\$225,651)	Loss of School Lunch Revenue, Reimbursement for meals currently being prepared does not fully fund the meals being provided and offered.	Waiting for DLS guidance on how to handle these expenses for filing FEMA/MEMA Applications. Amortize the deficit due to payment of employees while not working, Layoff all employees except for 8-10 to run a COVID-19 program
Revolving Fund Projected Deficit		\$ 1,151,133	\$ 225,651	\$ 925,482			
Total Projected Deficit		\$ 1,170,251	\$ 725,571	\$ 444,680			
*Tuition offset expenses is the difference							
Additional Action Steps and Guidance Being Followed:							
Support for Finance Team	Hired retired school business administrator 10 -15 hours/week to backfill vacancy and assist Deputy and expedite reconciliations and payroll projections for Grants, Revolving Funds, and Payroll projections						
Following and Preparing for External Funding Applications							
		Applications due for FY 20	End of Fiscal Year	Applications due for FY 21			
TOB Reserve Fund Transfer		June 1, 2020	July 7, 2020				
FEMA/MEMA/	TBD	June 15, 2020		TBD			
Cares Act Town	\$ 5,200,000	June 5, 2020		TBD			
Cares Act School	\$ 433,000	June 15, 2020		July 1, 2020			
DESE Guidance Impacting Decision Making during COVID-19							
	Payments to Hourly Employees — March 20, 2020						
	Update for Private Schools — March 19, 2020						
	Recommendation on Payments for Contracted Services — March 27, 2020						
	USDA Reimbursements for All Districts and Online Advanced Placement Tutoring — March 30, 2020						
	Pandemic Electronic Benefit Transfer (P-EBT) — April 14, 2020						
	Special Education Tuition Guidance from the Operational Services Division — April 17, 2020						
	FEMA Disaster Reimbursement — April 27, 2020						
	CARES Act RFP Available — May 8, 2020						
	New SOA Plan Deadline — May 14, 2020						
	Upcoming Grant for Summer and Vacation Programs — May 22, 2020						



THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02445

PHONE 617-730-2425
FAX 617-730-2108

BEN LUMMIS
INTERIM SUPERINTENDENT

MARY ELLEN NORMEN
DEPUTY SUPERINTENDENT OF SCHOOLS
FOR ADMINISTRATION & FINANCE

To: School Committee
Ben Lummis, Interim Superintendent
From: Mary Ellen Normen, Deputy Superintendent for Administration and Finance
Date: June 11, 2020
RE: **TRANSFER REQUEST**

Attached and enclosed are reserve fund and a Transfer of appropriations requests to be submitted to the Select Board for Approval.

Reserve Fund:

Motion: request up to \$500,000 from reserve funds to offset the deficit fund balances in revolving funds not covered by other sources.

Municipal Department Transfers Under M.G.L c. 44, §33B(b)

Motion: request up to transfer the balance of the Vocational Education Account (29902990) of approximately \$43,159 to 313xxx-524631 offset transportation costs for out of district students

Motion: request up to transfer the balance of the School Building Maintenance (25003430) that is unexpended as of June 30, 2020 to offset School Operating expenses and making funds available to fund revolving fund deficits.

[M.G.L c. 44, §33B\(b\)](#):

“Section 33B. (b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation.

(c) No approval other than that expressly provided in this section shall be required for any transfer under this section.

FY 2021 Revised Budget

Advisory Committee

June 10, 2020



FY 2021 - Building a Budget with Unprecedented Uncertainty

Building a budget with the following circumstances and uncertainties:

- ▶ No clear, concrete information on how we will open in September and what school will look like
- ▶ DESE doesn't plan to share DRAFT guidance with communities until mid-June
- ▶ Information and knowledge about health, safety, and learning approach is likely to change throughout the spring and summer.
- ▶ Learning model is likely to change as the year progresses based on health and safety outlook
- ▶ Had to abide by May 30 deadline in collective bargaining agreement to notify any staff who may get laid off due to budget-based Reduction in Force (RIF)
- ▶ Must complete budget so Select Board, Advisory Committee can review prior to Town Meeting

FY 2021 - Building a Budget with Unprecedented Uncertainty

Budget & Planning Assumptions

- ▶ **Building a budget with maximum flexibility** - For now as we plan for the new school year and for during the school year so we can adjust as necessary
- ▶ Requires flexibility in staffing and budget contingencies as PSB would need more staff when it moves between a remote learning and hybrid approach
- ▶ Part of the year in a remote learning environment, and part in a hybrid learning environment.
- ▶ BEEP will require greater depth of planning before its plan can be set because of its requirements as an integrated program dependent on tuition and revolving fund.

FY 2021 - Building a Budget with Unprecedented Uncertainty

Budget & Planning Assumptions

- ▶ Remote learning environment will need to be strengthened to provide more coherent instruction and support for all students across the district
- ▶ Development of K-8 teaching opportunities and instruction materials could happen on more of a district-wide approach in subject areas, grades, and specials. Department-level approach at BHS.
- ▶ Want to prioritize small group support and instruction by sharing responsibilities for creating remote learning opportunities, content, curriculum, and instruction
- ▶ Will need to use all staff flexibly, and perhaps additional staff, to provide learning opportunities in a school environment that will be changing throughout the year

FY21 Budget Planning Priorities for a COVID-19 School Year

1. Preserve and maintain special education staff including special education paraprofessionals
2. Preserve social emotional and health support including guidance counselors, social workers, psychologists, and nurses
3. Preserve core academics and Brookline's small class sizes
4. Prioritize and preserve spending on educational technology support, software and hardware, and professional development in technology and K-8 math
5. Preserve programs that support equity including English Language Education, METCO, and Steps to Success
6. Determine how best to preserve and maintain Brookline Early Education Program (BEEP)
7. Contingency planning includes identifying savings that will allow for operation of a hybrid approach for part of the year and for purchasing additional supplies and materials (health and learning related)

Budget Picture is Fluid and Changing Weekly

Program	FY20 STM Approved Budget	FY21 Balanced Budget Recommendation on April 2020	FY 21 Town/School Partnership 5/15/20	Change from April 2020 FY21 Balanced Budget Recommendation	FY 21 Town/School Partnership 5/29/20	Change from April 2020 FY21 Balanced Budget Recommendation
Revenue						
General Fund Approp.	\$117,385,106	\$123,361,138	\$117,080,589	\$(6,280,549)	\$ 118,998,990	\$ (4,362,148)
Tuition & Fees	\$ 717,523	\$ 505,000	\$ 505,000	--	\$ 505,000	--
Circuit Breaker	\$ 1,769,814	\$ 2,071,547	\$ 1,971,547	\$100,000	\$ 1,971,547	\$100,000
Total Revenue	\$ 119,872,443	\$125,937,685	\$119,557,136	\$(6,380,549) -5.10%	\$121,475,537	\$(4,462,148) -3.5%

FY 21 Budget: Ongoing and Continuous Evolution

What we did in January

1. *Live within our means by foregoing adding new positions in favor of preserving, as best we can, the programs, staff, services, and support we currently have -*
 - a. Reduction of planned growth from override - \$1,157,208 (teachers and one school-based administrator)
2. Further refinement of Special Education Tuition and Transportation projections reduced anticipated spending by \$666,408
3. Continue the FY 20 reductions in Supplies/Materials - \$600,380
4. Utility Expenses for 2 Clark Rd removed prior to Revenue Allocation - \$151,922

Total of these adjustments = \$2,575,918 (All were planned expenditures)

The Original FY 2021 Balanced Budget

What was done in April to create a Balanced Budget Recommendation

1. *Adjust staffing, programs, and services based on as part of an annual assessment of what is needed in the upcoming year*
 - a. Professional Development: defund 184th day (second district-wide professional development day) that has never been used; Focus teacher mentor programs on beginning teachers - \$235,000
 - b. Consolidation of small classes in upper elementary and middle grades - Lawrence, CCS, Pierce, Baker, and Heath - \$353,500
 - c. Special education staff based on reduction of known and anticipated needs of students (6.4 FTE) - \$314,000
 - d. Eliminate BU Internship program - \$80,000
2. Identify cost savings through targeted adjustments rather than across the board cuts to any programs
 - a. Adjustments based on school scheduling needs - does not reduce programming that students will receive (Visual Arts .5 FTE; World Language .4 FTE; Math specialist/coach .7 FTE)

FY 21 Budget: Ongoing and Continuous Evolution

May 15, 2020

- ▶ On May 15, the Town directed PSB to create a new FY 2021 budget that reduces FY 21 Total Revenue by an additional \$6.3 million to \$119,557,136
- ▶ FY 21 total revenue would be \$315,000 below FY 20 total revenue
- ▶ PSB must identify cuts, reductions, and savings of \$6.3 million on top of previously identified reductions

FY 21 Budget: Ongoing and Continuous Evolution

May 29, 2020

- ▶ Town adjusts budget scenario by reducing CIP budget and allocating it to PSB
- ▶ PSB FY 2021 revenue increases by \$ (315,307) to \$ 1,918,401
- ▶ PSB must identify cuts, reductions, and savings of \$4.4 million on top of reductions in April 2020 balanced budget recommendations

Budget Picture is Fluid and Changing Weekly

Program	FY20 STM Approved Budget	FY21 Balanced Budget Recommendation on April 2020	FY 21 Town/School Partnership 5/15/20	Change from April 2020 FY21 Balanced Budget Recommendation	FY 21 Town/School Partnership 5/29/20	Change from April 2020 FY21 Balanced Budget Recommendation
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Tuition & Fees	\$ 717,523	\$ 505,000	\$ 505,000	--	\$ 505,000	--
Circuit Breaker	\$ 1,769,814	\$ 2,071,547	\$ 1,971,547	\$100,000	\$ 1,971,547	\$100,000
Total Revenue	\$ 119,872,443	\$125,937,685	\$119,557,136	\$(6,380,549) -5.10%	\$121,475,537	\$(4,462,148) -3.5%

Total Savings for FY 21 Based on Proposed by Interim Superintendent (6/1)

	Savings
Central Office, District-wide Leaders, and Expenditures	\$1,695,500
Proposed Reductions for K-8	\$2,016,502
Proposed Reductions for BHS	\$1,258,367
Total	\$4,970,369
Planned Contingency to address likely additional costs for health, safety, program, and revolving fund deficits	\$508,221

School Committee Decision on June 4, 2020

	Identified Savings
Central Office, District-wide Leaders, and Expenditures	\$1,695,500
Proposed Reductions for K-8	\$2,016,502
Proposed Reductions for BHS	\$1,258,367
Eliminated planned annual increases for all staff except those that are contractually obligated (AFSCME, BEU steps and lanes)	\$2,221,500
Total	\$3,917,000
FY 2021 Budget Gap still needed to be closed - Will be closed through identifying further service cuts, eliminating three planned K-8 positions, and cutting stipends	~\$500,000

The Work Now

- ▶ Rescinding layoff notices for Professional Status Teachers first (this week)
- ▶ Identify bumping paths for the limited reductions from April balanced budget (June 15)
- ▶ Rescind layoff notices for pre-professional status whose positions are guaranteed (Week of June 15)
- ▶ Identify further savings (~\$500,000 gap) and to create contingency for additional anticipated costs
- ▶ Continue planning to identify additional costs and potential sources
- ▶ Advisory Committee and Select Board review of budget in preparation for Town Meeting

OFFICE OF THE TOWN ADMINISTRATOR



MEMO TO: Select Board

FROM: Mel Kleckner, Town Administrator

DATE: June 4, 2020

SUBJECT: First Application for Federal CARES Act Funding

Please be advised that the Town has completed its first application to the Commonwealth for federal CARES Act funding. As you may recall, the federal CARES Act will fund the direct and unbudgeted costs of a municipality's response to the COVID-19 Pandemic. At this time, CARES Act funding may not be used to replace "lost revenue" as a result of economic impacts from COVID-19.

The Town is eligible to receive up to \$5.2 million from the CARES Act over two fiscal years; FY 2020 and FY 2021. Our FY 2020 application (see attached) seeks \$886,113 in funding, representing COVID-19 direct costs of all town and school departments. This includes the 25% share of our anticipated FEMA reimbursement, which we project to be around \$1 million. It is my understanding that the School Department is also eligible for additional education specific funding from another pool of CARES Act funding.

I wish to thank Justin Casanova Davis of my staff, who is coordinating the CARES and FEMA applications for the Town.

cc: Michael Sandman, Chair Advisory Committee
Julie Schreiner Oldham, Chair, School Committee
Ben Lummis, Acting School Superintendent

Please note that when entering information to a field, do not hit the "Enter" key. Use your mouse or "Tab" key to navigate to the next field. If you hit the "Enter" key, it will try to submit the form and you will receive an error message.

If you would like to print a copy of your completed form, please choose the file>print option from your browser *before* submitting the form.

City or Town *

Brookline

Contact Name *

Justin

First Name

Casanova-Davis

Last Name

Contact Phone Number *

(617) 460-7390

(e.g., 800-555-5555)

Contact Email *

jasanovadavis@brooklinema.gov

Municipal Chief Executive Name *

Mel

First Name

Kleckner

Last Name

Municipal Chief Executive Phone Number *

(617) 730-2200

(e.g., 800-555-5555)

Municipal Chief Executive Email *

mkleckner@brooklinema.gov

Total Eligible Amount Ceiling for FY20 Round and FY21 Round - Brookline *

\$5,229,227

Note that the state and municipalities should coordinate on appropriate funding source where more than one source is potentially available for the purpose. For purposes of the Estimated Request calculation, costs in noted categories are assumed to be ineligible for FEMA reimbursement, but FEMA has final approval for eligibility determination. Costs in all other categories are assumed to be reimbursed by FEMA at a reimbursement rate of 75 percent.

Core municipal services in a declared state of emergency

First responder costs, including:

A. Direct staffing costs - Overtime, additional hires, and/or backfilling staff who test positive *

\$ 630227

B. Quarantine/isolation costs for first responders who may be infected and should not put household members at risk - or who should be kept apart from potentially infected household members *

\$ 0

Temporary staff to backfill sick or quarantined municipal employees *

\$ 0

Staff for compliance and reporting associated with this funding *

\$ 6800

Accelerated telework capacity - infrastructure, subscriptions for meeting services, hardware (laptops) *

\$ 156229

Assumed to be ineligible for FEMA reimbursement

Hiring and training, including training for employees and contractors hired for COVID-19 response *

\$ 0

PPE, including first responders, grocery store employees, gas station attendants and others who interact with the public *

\$ 161035

Sanitation and Refuse Collection *

\$ 8000

Assumed to be ineligible for FEMA reimbursement

Food inspection *

\$ 0

Assumed to be ineligible for FEMA reimbursement

Cleaning/disinfection of public buildings *

\$ 409600

School distance learning, to the extent not funded from other sources, including:

A. Planning and development, including IT costs *

\$ 104909

Assumed to be ineligible for FEMA reimbursement

B. Incremental costs of special education services required under individual education plans (IEPs) in a remote, distance, or alternative location *

\$ 0

Assumed to be ineligible for FEMA reimbursement

C. Food for families that rely on food through the school system *

\$ 225651

Assumed to be ineligible for FEMA reimbursement

Costs of debt financing related to COVID-19 investments - short-term borrowing and construction carrying costs *

\$ 0

Assumed to be ineligible for FEMA reimbursement

Health insurance claims costs in excess of reasonably budgeted claims costs, and directly related to COVID-19 medical costs *

\$ 0

Core municipal services sub-total *

\$ 1702451

This field will auto sum the fields above

Expanded public health mission

Boards of health staffing needs - to the extent not addressed with public health funding *

\$ 0

Use of public spaces/buildings as field hospitals *

\$ 0

Shelter for those who are homeless or otherwise have nowhere they can go without significant risk to themselves or other household members, and are at high risk or recovering from COVID-19 *

\$ 0

Food banks/food pantries - need to be tied to COVID-19 *

\$ 0

Assumed to be ineligible for FEMA reimbursement

Travel expenses - for distribution of resources *

\$ 0

Transporting residents to COVID-19 medical and testing appointments *

\$ 0

Signage and communication including translation services *

\$ 65919

Educational materials related to COVID-19 *

\$ 0

Testing for COVID-19 *

\$ 0

Expanded public health mission sub-total *

\$ 65919

This field will auto sum the fields above

Services and supports to residents in their homes

Grocery and/or meals delivery - modeled on COA activities *

\$ 1309

Wellness check-ins with vulnerable elders *

\$ 0

Assumed to be ineligible for FEMA reimbursement

Short-term rental or mortgage support *

\$ 0

Assumed to be ineligible for FEMA reimbursement

Prescription drug delivery *

\$ 0

Assumed to be ineligible for FEMA reimbursement

Services and supports to residents subtotal *

\$ 1309

This field will auto sum the fields above

Total Costs assumed to be eligible for FEMA reimbursement *

1274890

Costs net of assumed FEMA reimbursement at 75 percent *

318723

Total costs assumed not to be eligible for FEMA reimbursement *

494789

Estimated Request Totals *

813512

auto sum of costs net of assumed FEMA reimbursement at 75% and total costs assumed not to be eligible for FEMA reimbursement

Other request *

\$ 72601

Use the Other Request field to request funding for costs not included in the categories above. A&F will contact you to discuss your needs further.

Total Requested Funding *

\$ 886113

This field auto sums the Estimated Request and Other Request fields

Upload Certification B *

Choose File Remove File No File Chosen

File uploads may not work on some mobile devices.

This should be a calculation of costs incurred or expected in FY2020. Please note that there will be additional opportunities to request additional funds up to your ceiling. See Attachment A for category descriptions. For more information about FEMA-eligible expenses, see the “Eligible Costs” section of the MEMA COVID-19 Federal Disaster Declaration website

I have uploaded Attachment B: Certification *

Yes

SUBMIT FORM

Attachment B - CERTIFICATION

I, [Mel Kleckner], am the chief executive of [Brookline], and I certify that: _____

1. I have the authority on behalf of [Brookline] to request payment from the Commonwealth of Massachusetts. At this time, I am requesting payment in the amount of [\$886,113 – reflecting current estimate of eligible FY20 costs] for fiscal year 2020 costs in connection with section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (“section 601”).
2. I understand that the Commonwealth will rely on this certification as a material representation in making a payment to [Brookline].
3. As required by federal law, [Brookline]'s proposed uses of the funds provided as payment in response to this request will be used only to cover those costs that-
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for [Brookline]; and _____
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. I will report bimonthly on incurred expenses in a form prescribed by the Secretary of Administration and Finance, and will cooperate with the Executive Office for Administration and Finance in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601.
5. I will coordinate with the Executive Office for Administration and Finance in optimizing federal funds from section 601 and other potentially available federal sources. In particular, I will prioritize and coordinate application for FEMA reimbursement where available.
6. To the extent actual expenditures are less than the amount requested per item 1 above, I agree to return the balance of unspent funds to the Commonwealth. If the United States Department of the Treasury recoups funds from the Commonwealth based on a determination they were used by [Brookline] in a manner not in compliance with section 601, I agree that the Commonwealth may recover funds from the city or town through an assessment or deduction from the city or town’s periodic unrestricted local aid distribution.

By: Mel Kleckner

Signature: Mel Kleckner

Title: Town Administrator

Date: 6/4/2020

June 11, 2020

School Committee approves the following submittal for K-12 Cares Act Funding for FY20 and FY21:

Year	Category	Details	Dollar Amount
FY20	Compensatory Service	June 23-30 Special Education Tutoring OT PT Speech (wages)	\$30,000
FY20	Translation Services		\$40,000
FY 21	Mental Health Services and Supports	Universal Screening tool students to assess social and emotionally functioning and preparedness to return and/or stay remote.	\$15,000
FY21	Mileage	Summer and school year tech delivery to STEPS, METCO and EL students	\$2,000
FY21	Stipends	Summer ETS to support technology for summer programs, students and teachers	\$5,000
FY21	Translation Services		\$40,000
FY21	Technology/Equipment	Addition of district cell phones	\$11,000
FY21	Special Education	Compensatory/ booster services for students with IEPs. Note this is separate from ESY. This is to assist students who have fallen significantly behind and need prep before the fall (students who don't qualify for ESY).	\$25,000
FY21	Special Education Evaluations	To be conducted to catch up over summer	\$2,800
FY21	Teleservice Supplies	Docking stations and headsets	\$2,500
FY21	Professional Development	Coursework to prepare teachers for online learning	\$20,000
FY21	Technology	Service Subscriptions related to remote learning	\$158,048
FY21	Supplies	PPE and COVID Related clearing supplies	\$42,700
FY20 and 21	Private Schools Equitable Share	Per federal regulations, Brookline is required to share ESSER funds with participating Private schools in Brookline	\$36,102
Total			\$430,150

Public Schools of Brookline Early Education Program 2020-2021

Be Safe

Be Helpful

Be a Problem Solver.

Be BEEP!

Presented to the Brookline School Committee June 2020

History of BEEP

- **Renowned inclusive, public school early childhood program**
 - **Founded 1972 as joint research venture between the Brookline Public Schools and Boston Children's Hospital.**
 - **Studied efficacy of Early Childhood Education**
 - **Initial funding from a Robert Wood Johnson Foundation Grant and the Carnegie Corporation**
 - **BEEP Model studied by international scholars and educators from Singapore, Barbados, China, Sri Lanka, France, Israel, Saudi Arabia, & Qatar**
-

History of BEEP

Measurable Outcomes for BEEP Students

A 25 year follow-up study of a family centered early health and development intervention reported, “*BEEP participants living in urban communities had documented **advantages** over their peers **in educational attainment, income, health, and well-being**. The educational advantages found for BEEP participants in the early years of schooling included **executive skills such as planning, organizing, and completing school-related tasks.**”*

Palfrey, J., Hauser-Cram, P., Bronson, M., Warfield, M., Journal of American Academy of Pediatrics, July, 2005, 116 (1) 144-152.

History of BEEP

BEEP Becomes Fully Inclusive!

- **September 1995-Brookline Newton Early Childhood Collaborative (BNECC) Dissolved.**
 - **Brookline no longer provided funds to Newton Public Schools for Brookline PreK students with IEPs to attend the BNECC Inclusive classrooms.**
 - **Brookline students with IEPs join BEEP classrooms taught by Early Childhood teachers (not Special Educators).**
 - **Model for BEEP Inclusive Classrooms of 16 students begins**
 - **16 students-12 typical peers - 3 or 4 students with identified needs**
 - **Revolving Fund - Inclusive Early Childhood Teacher (MA DESE certification PreK-2 with/without disabilities) & One Paraprofessional**
 - **Student Services - One Special Education Paraprofessional**
-

BEEP in FY 20

- 288 Students
 - 23 classrooms
 - 19 Inclusive PreK classes
 - 4 Sub Separate RISE
 - 7 Sites -Beacon, Clark, Lynch, Putterham, CCS, Heath, Runkle
 - 106 students have IEPs
 - 30 Families receiving financial aid
 - 6 MA Childcare Vouchers
 - Access to free and reduced lunch program
 - Partner with Brookline Thrives for weekend food program.
-

BEEP Grant Funded Programs

- **Pyramid Model Grant**

Recipient of multi-year, state supporting social emotional learning grant in early childhood awarded in Fall 2019 and scheduled to continue in FY21. An additional \$10,000 grant for materials/supplies for social emotional learning materials.

Be Safe-Be Helpful-Be a Problem Solver-Be **BEEP**

- **STEM Saturday Program**

12 Saturday morning STEM enrichment sessions for a child & family member.

BEEP Community Connections

BEEP (Public Schools of Brookline) is the lead agency for the Coordinated Family and Community Engagement Grant (CFCE) awarded by the Department of Early Education and Care. The grant supports 25 low income Brookline families with literacy and play-based opportunities in the home.

The CFCE Grant provides funding for:

- **20% of a Coordinator Position to oversee the grant**
 - **Parent Child+ (PC+) Home Visiting Program**
 - **Community Playgroup Programming**
 - **Early Childhood Council**
-

Fiscal Structure of BEEP

- **BEEP is funded by three sources**
 - **General Fund - Covers special education cost, Special Ed. teachers & paras**
 - **Revolving Fund SE20 - Inclusive PK teachers & EC paras, materials and supplies**
 - **State & Federal grants - Pyramid Model, PC+, CFCE, Community Playgroups, STEM Saturdays**
 - **The BEEP Revolving fund has historically assumed the cost associated with the inclusive teacher salary (FY20-\$1,369,337) and one paraprofessional (\$556, 481) while Student Services has paid for the cost of one special education paraprofessional in the inclusive classroom.**
 - **This balance in funding was in place due to the commitment and demand in the community for general education and the history of BEEP (remember 1995 & BNECC). By comparison, most MA public school inclusive PreK models assume fiscal responsibility for all inclusive staff (Inclusive teachers and paraprofessionals).**
-

BEEP Financial Profile FY 20: Covid Impact

\$ 2,522,154.00	Projected FY20 Total tuition revenue from 9/2019 to 6/2020
\$ 1,897,866.00	Revised tuition revenue due to COVID closure 9/19 to 3/20
\$ 624,288.00	FY20 Total Loss of 3 month tuition revenue (April, May, June)

Projected FY 20 Total tuition revenue based on enrollment during a normal school year enrollment of 288 students and includes our extended day program.

Snapshot of BEEP in FY20

**23 classrooms (19 Inclusive + 4 RISE classrooms) in 7 Locations
(5-Beacon;2-CCS; 3-Clark; 2-Heath; 5-Lynch; 5-Putterham; 1-Runkle)**

- **5 Days per week-Regular hours (8-12:15)**
 - **Extended Day Options (3:00 PM; 5:45 PM) - exploring reduced staffing**
 - **Total enrollment 288 students in BEEP classes + 27 students come for therapy appointments**
 - 202 Tuition seats - Revolving Fund
 - 32 IEP seats plus services only
 - 30 Financial Assistance Seats
 - 24 RISE Substantially Separate Seats
-

BEEP Reopening Vision for FY21

Following EEC Reopening JUNE 1, 2020 Guidelines

Healthy Safety-Screening, Cleaning protocols, etc (See slides 18 & 19)
Restricted Enrollment-total 12 students/staff per classroom

Reopen 24 classrooms (20 Inclusive + 4 RISE classrooms)

- 5 Days per week-Regular hours (8-12:15)
- Extended Day Options (3:00 PM; 5:45 PM) - reduced staffing & enrollment

Restricted Enrollment Requirement

- 125 Tuition seats - Revolving Fund (\$11,227 per student)
 - 40 IEP seats
 - 25 Low Income Seats
 - 24 RISE Substantially Separate Seats
-

BEEP Reopening Vision FY21 continued

- **Emphasis on Social Emotional curriculum and student/family needs supported by our work with the National Center of Pyramid Model Innovation, & members of grant team**
 - **Preserve high quality inclusive early childhood education for 125 of 275 students currently accepted.**
 - **As enrollment restrictions are eased, additional tuition paying students will be included in classes. The increase in Revolving Fund revenues will allow call back of EC paraprofessionals and ensure appropriate staffing ratios in larger classes.**
-

BEEP Reopening Vision for FY21 (Continued)

- **Continuation of work on CFCE Grant, Parent Child+ (PC+), and Community Playgroups.**
 - **Commitment to low income, at risk, vulnerable families providing continued support of food insecure families through our partnership with Brookline Thrives weekend food program.**
 - **Meets the district's obligation to Child Find mandates and maintains a stable referral partnership with Early Intervention agencies.**
-

BEEP FY 21 Revolving Fund Projections

FY 21 Revolving Fund Full Enrollment Without Restrictions.

- 278 Student Enrolled
- \$2,279,081.00 Projected FY 21 morning tuition (278 student enrollment 6/2020)
- \$ 706,530.56 Projected FY 21 Extended Day Tuition Revenue
- \$ 2,985,611.00 Projected Total Revenue at full capacity/normal operations

FY21 Revolving Fund Projection: Covid Restricted Enrollment**

- 125 tuition seats
- \$1,403,375 Projected FY 21 morning tuition with Covid Restrictions
- \$332,101 Extended day post covid (47% of precovid projected income)
- \$1,735,476 Total projected revenue with reduced Covid enrollment

**** Enrollment may increase with easing of DESE restrictions.**

BEEP Staffing Cost per Classroom Covid Enrollment Restrictions

BEEP @ Beacon

PreS: \$ 88,232

PreK 1: \$ 80,486

PreK 2: \$ 79,217

PreK 3: \$ 71,719

Beacon RISE \$ 176,743

BEEP @ Clark

PreS: \$ 68,582

PreK1: \$ 114,717

PreK2: \$ 68.582

PreK3 (Comp) \$ 147.320

PreK RISE: \$ 146,155

BEEP in Schools

BEEP@ Heath Pre K: \$71,575

BEEP@Runkle PreK: \$107,920

BEEP@ Ridley PreK1: \$ 91,300

Ridley Pre K2: \$ 77,137

BEEP Staffing Costs per Classroom Covid Enrollment Restrictions

BEEP@Lynch

PS: \$ 107,936

PK 1: \$ 96,706

PK 2: \$ 98,355

PK 3: \$87,138

Lynch RISE: \$ 116,651

BEEP@ Putterham

PS: \$108,478

PK 1: \$99,948

PK 2: \$107,484

Comp. PreK: \$239,346

Putterham RISE: \$157,063

Projected Teaching Staffing
Cost for 24 Special Ed and
Inclusive PK Classrooms with
Covid Restrictions

\$2,401,678*

*Does not include Specialists

BEEP Specialists' Salary FY20

Positions	#	FTE	Projected Salary
Speech & Lang. Pathologists	5	4.4	\$412,665
Occupational Therapists	3	2.7	\$ 241,290
Physical Therapists	1	1.0	\$ 92,661
BCBA	2	2.0	\$ 149,229
Team Facilitators	3	2.5	\$ 230,846
Nurses	2	1.4	\$ 91,742
Social Worker	1	1.0	\$ 80,320
Psychologist	1	.6	\$ 47,024
Skills Teachers	1	.15	\$ 14,882

**Total Projected Costs
of BEEP Specialists**

\$1,280,342.32

Additional FY20 BEEP Expenses

Administrative Costs

Positions	#	Salary
Administrative Support & Bookkeeper	2	\$114,139
Program Coordinators	2	\$157,931
Principal	1	\$140,000
Total Administrative Costs		\$412,071

Other Annual Expenses

(Materials, Supplies, & PD)

FY19 - \$ 56,905

FY20 - \$ 33,804

*Did not include \$25,000 Clark new furniture

FY21 Estimate- \$50,000

BEEP Budget FY21

Covid Restricted Enrollment

Inclusive PK and Special Education Staffing:	\$ 2,401,678
Specialists:	\$ 1,280,342
Administrative Cost:	\$ 412,071
Materials and Supplies	\$ 50,000
Total Cost:	\$ 4,144,091

Revolving Fund Revenue	\$ 1,403,375
District Allocation	\$ 2,600,000
Total Funding for FY21	\$ 4,003,376

FUNDING GAP \$ 110,715*

*Plus additional estimated covid expenses (see slide #22)

Infection Control in Early Childhood Classroom

- As a high quality early childhood program, BEEP consistently incorporates the Health and Safety and Infection Control regulations of the Department of Early Education and Care and NAEYC Program Standard 5, Health.
 - BEEP will use the enhanced reopening Covid guidelines provided by the Department of Early Education and Care (6/1/2020; [EEC Requirements for Reopening](#)).
 - Revision to opening plans/protocols will be required when DESE guidance is released.
 - Consultation with Nursing Staff and Coordinator of Health Services
-

Infection Control in Early Childhood Classroom

EEC Guidance (6/1/20)

1. Staffing and Operations
2. Group Size and Ratios
3. Screening and Monitoring of Children and Staff
4. Isolation and Discharge of Sick Children and Staff
5. Hygiene and Health Practices
6. Personal Protective Equipment
7. Cleaning, Sanitizing and Disinfecting
8. Strategies to reduce the risk of infection
9. Transportation
10. Food and safety

Materials to support infection control

1. Gloves (already purchase)
 2. Cleaning solution (already purchase)
 3. Sanitizing Spray (already purchase)
 4. Hand washing soap (already purchase)
 5. Hand Sanitizer (already purchase)
 6. Tissues (already purchase)
 7. Paper towels (may need additional)
 8. Masks (Will need to follow district protocol)
 9. Clear Face Shields
-

SY 20-21 BEEP Considerations

- **100 Families accepted & committed to attending BEEP will need to wait until guidance from state agencies eases the restricted group size.**
 - **If we accept all returning students in postcovid model, the age cohort in each class will be older. If group size remains restricted to 10 for the entire school year, the admission process will be very challenging due to many openings.**
 - **Additional costs associated with Covid**
 - **Extra masks, gloves, and cleaning; purchasing clear face shields (cost to be determined)**
 - **Additional .25 hr. Paraprofessional time at end school day for cleaning/disinfecting (approx. \$34,650)**
-

BEEP Virtual Model

BEEP will provide virtual learning opportunities in the event of future closures, despite developmental challenges associated with virtual learning and this age group (i.e., need for concrete hands on learning, attention span, limits on screen time, etc).

- **BEEP teacher collaborated to provide all students with a daily 2 hour plan of educational activities in 5 domains (Literacy, Numeracy, Motor, Social Emotional, Arts/Music) based on thematic unit (i.e., Fairy Tales, Community Helpers).**
 - **Synchronous large and small group provided by teachers.**
 - **School Committee vote required to suspend tuition payments for extended closure.**
 - **MOA considerations regarding Furloughs or Layoffs in the event of extended closure if tuition is suspended.**
-

Immediate Consideration

- Discussion and decision on how many BEEP classrooms we will have in FY21
 - Will the School Committee support BEEP's plan by financially covering the projected gap and any additional covid expenses?
 - Input or additional considerations to strengthen this Initial Draft Plan
-

Long & Short Term Financial Concerns to Consider

Identification of a system for allocating costs to funding sources (operating budget, revolving fund, and grants) to ensure the long term financial stability of BEEP.

Planning for BEEP's financial stability that meets:

- State and federal requirements to provide an inclusive preschool environment (FAPE) for students with identified needs, and
 - Addresses Brookline's commitment to providing a high quality early education program for low income students.
-

PUBLIC SCHOOLS OF BROOKLINE

Student Opportunity Act
June 2, 2020 -- PSB Curriculum Subcommittee

Objectives

- Provide subcommittee with information about the Student Opportunity Act
- Describe the district's plan to address the mandates of the Act
- Receive feedback from Curriculum Subcommittee on district plan

What is the Student Opportunity Act (SOA)?

- Passed by legislature in 2019, the Student Opportunity Act (SOA) allocates a percentage of each district's Ch 70 funding to addressing achievement gaps in all of our subgroups, including students of the global majority, English Learners and students with disabilities.
- All MA public school districts are required to submit three-year, evidence-based plans aimed at closing persistent disparities in achievement among student subgroups.

Four Commitments of the SOA

1. Intentionally focus on student subgroups who are not achieving at the same high levels as their peers;
2. Adopt, deepen or continue specific evidence-based programs to close opportunity and achievement gaps for student subgroups and allocate resources to support these programs;
3. Monitor success in reducing disparities in achievement among student subgroups over three years with a small number of metrics and targets; and
4. Engage families, particularly those families representing student subgroups most in need of support, about how best to meet their students' needs.

SOA Plan for PSB

- Brookline is responsible to allocate \$229,400 from Ch 70 funding toward the three year plan for Student Opportunity Act.
- Based on the advice from the state and our recent program review of PK-8 Mathematics, we are focusing on eliminating gaps in our Mathematics achievement among student subgroups.

* Advice from DESE: If a district is expected to receive minimal or no increases in Chapter 70 aid, we recommend the district document existing programs targeted to closing achievement gaps for subgroups or reallocate existing funds, whether General Fund or grant funds, to ensure such programs are in place.

SOA Plan for PSB -- Focus

- Focus: Enhanced Core Instruction in PK-8 Mathematics Program
- Support educators to implement high-quality, aligned curriculum
 - Increased or improved professional development
 - Purchase of curriculum materials and equipment that are aligned with statewide curriculum frameworks

SOA Plan for PSB -- Program Descriptions

Evidence based programming to address the achievement gap:

1. The district has now adopted the *Illustrative Mathematics* (IM) curriculum for grades 6-8. Driven by student discourse, IM Certified™ curricula are rich, engaging core programs built around focus, coherence, and rigor. The curricula are trusted, expert-authored materials developed to equip all students to thrive in mathematics.
2. The district will also begin the adoption of the *Investigations 3* math curriculum in the 2020-2021 school year. *Investigations 3* is a focused, coherent, and rigorous K-5 mathematics curriculum. Fully aligned to the content and practice standards of the Common Core State Standards (CCSS), deep and careful attention is paid to mathematics content and to student thinking and understanding. Making sense of mathematics is the heart of the work, for students and teachers.

SOA Plan for PSB: Proposed Budget

Over 3 years:

Amount	Description
\$123,000	Materials and resources for grades K-5 including teacher curriculum packages, student workbooks, assessments, and subscriptions to digital courseware for teachers and students
\$36,000	Curriculum Implementation courses and workshops for K-5 teachers and ongoing monthly professional development support for Math Specialists supporting teacher teams
\$36,000	Student supplies and materials to support the implementation of new curriculum K-8 (math manipulatives, card packs)
\$35,000	Books, materials and online access for grades 6-8
\$230,000	Total



Questions?

HOMELESS STUDENTS: ENROLLMENT RIGHTS AND SERVICES

I. Preamble.

A. As required by law, the Public Schools of Brookline (PSB) will work with homeless children as well as their families or legal guardian(s) to provide stability in school attendance and other services. Special attention will be given to ensuring the enrollment and attendance of current PSB students and homeless students in Brookline not attending school.

II. Definitions.

A. Homeless students are defined as students lacking a fixed, regular and adequate nighttime residence, including:

1. Sharing the housing of other persons due to loss of housing, economic hardship, or similar reason;
2. Living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations;
3. Living in emergency or transitional shelters;
4. Being abandoned in hospitals;
5. Living in public or private places not designed for or ordinarily used as regular sleeping accommodations for people;
6. Living in cars, parks, public spaces, abandoned buildings, substandard housing, transportation stations or other similar settings;
7. Living in temporary housing provided by the Massachusetts Department of Transitional Assistance or other government agencies or charity organizations;
8. Migratory children who qualify as homeless because they are living in conditions described in the previous examples.

III. Services.

A. Homeless students attending the PSB will be provided district services for which other PSB students are generally eligible, including pre-school programs, Title I, special education, and bilingual education. Homeless students attending the PSB will be eligible for vocational and technical education, gifted and talented programs, wraparound service programs, school nutrition programs, summer programs, after school programs, athletics programs, music, visual arts and performing arts programs, and other extracurricular activities.

B. The Superintendent shall designate an appropriate staff person to be the district's liaison for homeless students and their families. The PSB homeless education liaison shall coordinate with local social service agencies that provide services to homeless children and youths and their families, other school districts on issues of transportation and records transfers, and state and local housing agencies responsible for comprehensive housing affordability strategies. This

coordination includes providing public notice of the educational rights of homeless students. The district's liaison will also review and recommend amendments to district policies that may act as barriers to the enrollment of homeless students. The liaison shall ensure district staff receive professional development and other support on issues involving homeless students.

IV. Enrollment.

A. All homeless students temporarily housed in Brookline shall be entitled to attend the PSB. Notwithstanding the foregoing, it is presumed to be in the best interest of homeless students to remain in their schools of origin, i.e., the school that the student was attending at the time homelessness commenced, or the last school the student attended prior to becoming homeless, except when doing so is contrary to the request of the student's parent or guardian. When determining a student's best interest, the district must consider student-centered factors, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youths. At its discretion, the district may periodically review the student's best interest.

B. Homeless students temporarily housed in Brookline but whose school of origin is outside of the PSB may continue to attend their school of origin for as long as they remain temporarily housed in Brookline. Upon leaving Brookline, these students shall coordinate enrollment options with the new district in which they are temporarily housed.

C. Homeless students temporarily housed outside of Brookline but whose school of origin at the time they become homeless is within the PSB may continue in the PSB for as long as they remain homeless.

D. Homeless students enrolled in the PSB who move outside of Brookline or cease to be homeless outside of Brookline may remain in the PSB until the end of their school's current academic reporting period, except that:

(i) homeless students in the final grade level at a school in the PSB may remain within the PSB until the end of the school year.

E. For homeless students who completed or complete the final grade level served by the school of origin, and remain homeless in Brookline or were enrolled in the PSB at the time they became homeless, the term "school of origin" shall also include the receiving school in the same school district educating students at the next grade level.

F. Homeless students are entitled to transportation comparable to that provided for all other students attending school in the district. The PSB shall help coordinate transportation for eligible students who are sheltered or temporarily residing within Brookline to the students' school of origin, in accordance with state and federal law. For homeless students residing outside of Brookline for whom the school of origin is within Brookline, the PSB shall similarly coordinate with the district in which the student is sheltered or temporarily residing to provide the transportation services necessary, in accordance with state and federal law.

V. Students Enrolling in District Where Sheltered or Temporarily Residing.

A. Parent(s) or legal guardian(s) may elect to enroll homeless students in the school district in which the student is sheltered or temporarily residing, rather than having the student remain in the school of origin.

B. Homeless students are encouraged to provide written proof of their shelter or temporary residence. If they are unable to do so the homeless education liaison will work with the family seeking enrollment to determine homelessness.

VI. Records.

A. Information about the homeless student's living arrangements shall be considered a student education record, and not directory information. Records containing information about the homeless student's living arrangement may not be disclosed without the consent of the parent or legal guardian, absent a state or federal student-privacy related exemption.

B. If the student cannot provide immediate access to immunization records, the student shall be permitted to enroll under a personal exception. Students and families should be encouraged to obtain current immunization records or immunizations as soon as possible.

VII. Contact Information.

A. Emergency contact information is required at the time of enrollment consistent with PSB policies, including compliance with the state's address confidentiality program where necessary.

B. After enrollment, the PSB will immediately request available records from any school(s) attended by the homeless student within the last two calendar years.

VIII. Dispute Resolution.

A. If the PSB disagrees with a parent or legal guardian's determination of a homeless student's best interests for school district placement, the PSB will explain to the parent(s) or legal guardian(s), in writing and in a language the parent can understand, the rationale for its determination and provide the parent(s) or legal guardian(s) with written notice of their rights to appeal the PSB's determination to the Massachusetts Department of Elementary and Secondary Education (DESE).

B. During the pendency of an appeal to DESE, the student may remain enrolled at whichever school the student attended during the filing of the appeal. Pending appeal, the student may receive transportation to that school, consistent with state and federal law.

EDUCATIONAL OPPORTUNITIES FOR CHILDREN IN FOSTER CARE

I. Preamble.

A. The purpose of this policy is to ensure the educational stability of students in foster care. Educational stability has a lasting impact on students' academic achievement and wellbeing, and the Public Schools of Brookline (PSB) are committed to supporting all efforts to ensure that students in foster care have access to high-quality, stable educational experiences from pre-school through high school graduation.

II. School Placement.

A. Whenever a student changes placement (i.e. enters foster care or moves to another foster placement), a Best Interest Determination (BID) must occur. Irrespective of the location of a foster care placement, students in foster care shall continue to attend their school of origin or school of last enrollment, unless after a collaborative Best Interest Determination (as hereinafter defined), it is stated, in writing, to be in the student's best interest to enroll in and attend school in the district in which the student resides in foster care.

B. The superintendent shall designate a point of contact (POC) for students in foster care. The responsibilities of the POC include participating in the process for making best interest determinations, ensuring school enrollment and attendance of students in foster care, providing timely transfer of records, developing and implementing procedures for providing and coordinating cost-effective transportation, as needed; and facilitating professional development for district staff to promote educational stability for students in foster care. The PSB and the POC will collaborate with the Department of Children and Families (DCF) to ensure that students are enrolled in and regularly attending school, enjoy full and equal opportunities to succeed in school and meet the same state academic standards as other students, as well as receive other services for which they are eligible.

III. Best Interest Determination

A. Decisions about whether a student in foster care should continue to attend the school of origin (a "Best Interest Determination") should be made promptly and collaboratively by DCF, the school and district of origin, the district in which the student resides in foster care, the education guardian ad litem (GAL) surrogate if one has been appointed, the court appointed special advocate (CASA) if one has been appointed, and as situationally appropriate, the student, the student's family, and the foster family. The PSB shall make an effort to also include appropriate individuals with specific knowledge of the student's needs, such as doctors, therapists, mentors, tutors, extracurricular program instructors, and other service providers.

B. Best Interest Determinations should focus on the needs of each individual student. Factors to be considered should include: (1) the student's age and grade level, (2) the student's preference (when age appropriate), (3) the time in the academic year, (4) academic performance, (5) current educational goals and services, (6) the Individualized Education Plan (IEP), if applicable, (7) individual skills, needs, and social connections, (8) ability to maintain family relationships and

engagement, (9) clinical and behavioral considerations, (10) safety issues, (11) distance to school, (12) length of the school day, (13) number of school changes and foster placements to date, (14) anticipated length of time in placement, and (15) DCF's goal for the child (e.g. reunification, third party custody, guardianship, adoption, etc.). Additionally, the parties involved in the decision may wish to determine a time to revisit the question of whether it is in the student's best interest to remain in the school of origin or enroll locally.

C. Every effort should be made to reach agreement regarding the appropriate school placement of a student in foster care. However, if there is disagreement regarding school placement for a student in foster care, then DCF, as legal custodian, will finalize the Best Interest Determination if the relevant parties cannot agree on the best school for the student to attend.

D. All Best Interest Determinations shall be made in writing. The PSB shall ensure that copies of the Best Interest Determination will be provided to the POC of the school of origin or district in which the student resides (as applicable), the Department of Children and Families (DCF), and the student (if 18 or older) within three business days of completion. Upon written request, the PSB shall also provide copies of the Best Interest Determination to the student's attorney, the education GAL surrogate, and the CASA within three business days.

(i) Attorneys representing students must provide a certified copy of the applicable court docket confirming their appointment to represent the child, an active Massachusetts Attorney Bar card, and an active state or national photo identification card prior to receipt of any communications regarding the student.

(ii) Education GAL surrogates and CASAs must provide a certified copy of their court appointment, active professional licensure, and active state or national photo identification card prior to receipt of any communications regarding the student.

E. The PSB can seek review of DCF's decision by utilizing a Foster Care School Selection Dispute Resolution Process established by the Department of Elementary and Secondary Education (DESE) and DCF. Decisions made through this process are not subject to review. To the extent feasible and appropriate in accordance with state and federal law, the PSB will ensure that a child remains at the school of last attendance while the disputes are being resolved to minimize disruptions and reduce the number of moves between schools.

IV. Transportation

A. Foster care students are entitled to transportation comparable to that provided for all other students attending school in the district. The PSB shall collaborate with DCF and the relevant outside district on how transportation will be arranged and provided to ensure that students in foster care who are eligible for transportation to remain in their school of origin or school of last enrollment will receive such transportation while they are in foster care, in accordance with state and federal law. Transportation options may include using Title I funds, establishing regional collaborations among districts, coordinating with existing routes for transportation, and seeking help from foster parent(s), etc.

V. Enrollment

A. If it is in the best interests of a student in foster care as determined by the BID to attend school locally (where placed in foster care), the district must enroll the student immediately. During enrollment of students in foster care, DCF representatives will present the district with current Notice to the Local Educational Agency and the Mittimus indicating that the student is in foster care, along with a state-agency identification badge.

B. If the student does not have immediate access to immunization records, the student shall be permitted to enroll under a personal exception. Students and families should be encouraged to obtain current immunization records or immunizations as soon as possible, and the district liaison is directed to assist. Emergency contact information is required at the time of enrollment consistent with district policies, including compliance with the state's address confidentiality program when necessary. After enrollment, the district will immediately request available records from the student's previous school.

C. PSB students in foster care will be provided district services for which other PSB students are generally eligible, including pre-school programs, Title I, special education, and bilingual education. Foster care students will be eligible for vocational and technical education, gifted and talented programs, wraparound service programs, school nutrition programs, summer programs, after school programs, athletics programs, music, visual arts and performing arts programs, and other extracurricular activities.

VI. Attendance

A. Foster care students may continue within the PSB for as long as they remain in foster care, provided that the Best Interest Determination(s) support(s) such continued enrollment

B. Foster care students who exit foster care outside of Brookline may remain within the PSB until the end of their school's current academic reporting period, except that:

(i) foster care students who exit foster care in the final grade level at a school in the PSB may remain within the PSB for the duration of that school year, provided that the Best Interest Determination(s) support(s) such continued enrollment.

D. For foster care students who completed or complete the final grade level served by the school of origin, and remain at a foster care placement in Brookline or were enrolled in the PSB at the time they entered foster care, the term "school of origin" shall also include the receiving school in the same school district educating students at the next grade level.

**Draft PSB Policy on Public Comment and Participation at School Committee Meetings
June 11, 2020 School Committee 1st Reading**

School Committee meetings are conducted in accordance with the Massachusetts Open Meeting Law, G.L. c. 30, s. 18. In addition, the School Committee believes that the public should have an opportunity to comment to the Committee on issues that affect the school district and are within the scope of the Committee's responsibilities. Therefore the Committee shall generally set aside a period of time at School Committee meetings to hear from the public. If the Committee believes that an issue requires a broader dialogue with the public, the Committee may schedule a separate public hearing on that issue.

Public Comment is not a discussion, debate, or dialogue between or among speakers and the School Committee. Rather, it is intended to offer individuals an opportunity to express their opinion on issues of School Committee business. While the Committee and/or administrators will not typically respond to comments or questions posed at Public Comment, the Chair, as presiding officer of the meeting, may answer or request an answer to a question if she/he deems it expeditious. Further, should the Chair believe that an issue or question falls outside the purview of the School Committee, s/he may request that individuals direct it to the appropriate person or body so that the matter is given proper consideration.

The following process will govern Public Comment and participation at School Committee meetings:

The School Committee shall generally have a Public Comment section at School Committee meetings, according to the following guidelines:

M.G.L c. 30, s. 20F provides, in relevant part, that: "No person shall address a public meeting of a governmental body without permission of the Chair, and all persons shall, at the request of the Chair, be silent." The School Committee Chair will favor those speakers who sign up in advance under the procedure specified below.

1. A sign-up sheet will be available as people enter the meeting, and people will speak in the order in which they sign up, unless more than one person wishes to speak on a single topic, in which case the Chair may call on them together.
2. Any person wishing to speak must identify him or herself by name and address, and specific interest for wishing to speak. The Chair may favor, in no particular order, those speakers who are Brookline residents or, in appropriate circumstances, a Town of Brookline employee, parent, or guardian of a Public Schools of Brookline student, or any Public Schools of Brookline student.

3. There will be a time limit of 5 minutes per person, which will be enforced by the Chair of the meeting. If the number of people wishing to speak exceeds 3, the Chair may, at his/her discretion, limit individual comments to no more than 3 minutes per person. In addition, parents/guardians of children attending the Public Schools of Brookline and Brookline residents shall be given priority. Written comments longer than the permitted time may be presented to the School Committee Executive Assistant before or after the meeting and become a part of the meeting minutes. All remarks will be addressed through the Chair of the meeting.
4. The amount of time allocated for the Public Comment session will generally be 15 minutes provided that the Chair may extend any individual session in his/her discretion.
5. Discussion of individual personnel issues will be prohibited.
6. Responses to concerns will be made only by the Superintendent or Chair of the meeting, or other members, at the Chair's discretion.
7. On those issues that can be resolved by directing citizens to the appropriate staff, the Superintendent or Chair will advise the citizen of appropriate steps to take.
8. The Chair of the meeting, after a warning, reserves the right to terminate speech which is not constitutionally protected if it constitutes true threats that are likely to provoke a violent reaction and cause a breach of the peace, or incitement of imminent lawless conduct, or contains obscenities. Defamatory or abusive remarks are always out of order. If a speaker persists in improper conduct or remarks, the Chair may terminate that individual's privilege of address.