

1. 6:00 P.M. Committee Of Ways & Means

Documents:

[20 FEB 25 WM AGENDA.PDF](#)

2. 6:00 P.M. Committee Of Ways & Means

Documents:

[2020 FEB 25 WM MTG.PDF](#)



Braintree Town Council

Committee of Ways & Means

One JFK Memorial Drive
Braintree, Massachusetts 02184

MEMBERS

Meredith Boericke, Chairwoman
Charles Ryan, Vice-Chairman
Donna Connors, Member
Julia Flaherty, Member
Steven Sciascia, Member

AGENDA

Tuesday, February 25, 2020

Starting Time – 6:00p.m.

Fletcher Hall, Town Hall

1. Pledge of Allegiance/Moment of Silence
2. Roll Call
3. Approval of Minutes
 - January 21, 2020
4. Old Business
 - 19 044 Mayor: To Approve the purchase and resale of an affordable-housing unit at Turtle Crossing and the expenditure of funds for that purpose or take up any action relative thereto
 - 20 016 Council President: Re-Appointment Town Auditor or take up any action relative thereto
5. New Business
 - 20 019 Mayor: Transfer Funds from Human Resources Salary Reserve or take up any action relative thereto
 - 20 020 Mayor: Appointment – Cultural Council, Anne Stuart or take up any action relative thereto
 - 20 021 Braintree School Department: Authorization to execute Memorandum of Understanding with Massachusetts Executive Office of Health and Human Services or take up any action relative thereto

Adjournment



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MINUTES

January 21, 2020

A meeting of the Committee of Ways & Means was held in the Johnson Chambers, Braintree Town Hall, on Tuesday, January 21, 2020 at 6:30p.m.

Councilor Boericke was in the Chair.
The Clerk of the Council conducted the roll call.

Present: Meredith Boericke, Chairwoman
Charles Ryan, Vice-Chair
Donna Connors, Member
Julia Flaherty, Member
Steven Sciascia, Member

Also Present: Ed Spellman, Finance Director
Christine Stickney, Director Planning & Community Development
Karen Shanley, Human Resource Director
Joseph Maloney, All Souls Church
Nancy Edwards, All Souls Church
Ross Edwards, All Souls Church
Linda Steiner, Chair Board of Trustees All Souls Church
John Cobble, Chair Building & Grounds All Souls Church
Mary Mitchell, Treasurer All Souls Church
Tom Bularzik, All Souls Church
Laruen McGrath, All Souls Church

The meeting was opened with the pledge of allegiance to the flag followed by a moment of silence for all those serving in our armed services, past and present.

Approval of Minutes

- December 3, 2019

Motion: by Councilor Ryan to APPROVE Minutes of December 3, 2019

Second: by Councilor Connors

Vote: For (5–Boericke, Connors, Flaherty, Ryan, Sciascia), Against (0), Absent (0), Abstain (0)

Old Business

- **19 043 Mayor: Authorization to Fund South Middle School or take up any action relative thereto**
(Tabled on 12/3/19)

MOTION: That the Town appropriate the amount of Eighty-Six Million Five Hundred Eighty-Five Thousand Nine Hundred Nineteen Dollars (\$86,585,919) for the purpose of paying costs of designing, constructing, equipping and furnishing a new South Middle School, to be located behind the existing South Middle School at 232 Peach Street in Braintree, Massachusetts, including the payment of all costs incidental or related thereto (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, and for which the Town may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Building Committee. To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; provided further that any grant that Town may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-three and ninety-six hundredths percent (53.96%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the Town and the MSBA. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Motion: by Councilor Ryan to Take Off the TABLE Order 19 043

Second: by Councilor Connors

Vote: For (5—Boericke, Connors, Flaherty, Ryan, Sciascia), Against (0), Absent (0), Abstain (0)

Chairwoman Boericke stated we received a memo from the Mayor's office stating this Order 19 043 has been WITHDRAWN. No further action is required.

- **19 044 Mayor: To Approve the purchase and resale of an affordable-housing unit at Turtle Crossing and the expenditure of funds for that purpose or take up any action relative thereto** (Tabled on 12/3/19 to Continue to Table)

Chairwoman Boericke asked if there was a motion to Take off the Table Order 19 044.

Motion: by Councilor Ryan to Take Off the TABLE Order 19 044

Second: by Councilor Flaherty

Vote: For (5–Boericke, Connors, Flaherty, Ryan, Sciascia), Against (0), Absent (0), Abstain (0)

John Goldrosen, Town Solicitor stated “I have asked for an update from the homeowner’s attorneys (who are trying to work out an agreement with the lender that would make it unnecessary for the Town to be involved). According to the attorneys the foreclosure has been postponed until Feb. 21, to allow more time for negotiations with the lender. Please continue 19 044 until the next Town Council meeting (Feb. 4), and hopefully by then we’ll know whether it needs to be acted on, or withdrawn.”

There is NO Motion at this time. The request is this item be TABLED at this time per John Goldrosen, Town Solicitor.

Chairwoman Boericke asked if there was a Motion to TABLE Order 19 044?

Motion: by Councilor Ryan to Continue to TABLE Order 19 044 to the next W&M meeting

Second: by Councilor Sciascia

Vote: For (5–Boericke, Connors, Flaherty, Ryan, Sciascia), Against (0), Absent (0), Abstain (0)

New Business

- **19 050 Mayor: CPA Fund Appropriation – All Souls 2019 Preservation and Restoration Project or take up any action relative thereto** (Public Hearing at full Council)

Christine Stickney, Director of Planning and Community Development stated members from All Souls is also present this evening. The Community Preservation Committee recommended favorable action for an appropriation of \$65,000 for restoration of the historic building.

Linda Steiner, Chair Board of Trustees All Souls Church mentioned the items they are asking help with. A severely deteriorating chimney which is a safety hazard and needs to be taken all the way down and rebuilt, 10 leaded clear windows that are severely deteriorated and in need of restoration and severely deteriorated south facing window sashes within the tower. There are many more items the church could use fixed or restored but these are the ones we are most concerned about.

Councilor Ryan stated I fully support this. It is part of Braintree’s great history.

Councilor Connors asked if there was any money set aside for Growth Work.

Linda Steiner, Chair Board of Trustees All Souls Church stated yes 15% for contingency.

The Motion was read by Councilor Ryan for favorable recommendation to the full Council.

MOTION: That in accordance with the provisions of Chap. 44B of the General Laws, and with the recommendation of the Community Preservation Committee, the appropriation of \$65,000.00 from the Historic Resource Fund for the All Souls 2019 Preservation and Restoration Project of the historic church structure located at the corner of Church and Elm Street (Map 2025 Plots 34 & 35) and as listed on the National Register of Historic Places. Said funds are to be expended conditional the following 1) A signed Community Preservation Grant Agreement and 2) that All Souls Church receives state funding under the Massachusetts Historical Commission – Massachusetts Preservation Project Fund for the project.

Motion: by Councilor Ryan for Favorable Recommendation to the full Council Order 19 050

Second: by Councilor Sciascia

Vote: For (5–Boericke, Connors, Flaherty, Ryan, Sciascia), Against (0), Absent (0), Abstain (0)

- **20 002 Mayor: Transfer Funds from the Human Resources Salary Reserve or take up any action relative thereto** (No Public Hearing required – full Council vote)

Chairwoman Boericke asked if anyone from the Mayor’s office would like to speak on this Order 20 002. Karen Shanley, Human Resources Director stated when the FY2020 Budget was set the Collective Bargaining Agreements (CBA) have not yet been settled. A Salary Reserve was put into the HR Budget as a line item and as we settle contracts we calculate what needs to be transferred out of that line item to each of the departments where those employees are. That is what this request is just merely a transfer of funds from the Human Resource Salary Reserve to fund the 3 union contracts. The FY2020 is a 2% increase. FY2021 is 3%, FY2022 is 2%.

Councilor Sciascia asked if the Mayor’s office can supply these numbers projected out through FY21 and FY22.

Councilor Boericke asked if the original set aside amount of \$500,000 in the HR Benefits Reserve will cover the remaining contracts once they are negotiated.

Ed Spellman, Director of Finance stated they will have a one-time expense from the free cash to cover some of this. For the next two fiscal years it will be in each department’s budget.

The Motion was read by Councilor Ryan for favorable recommendation to the full Council.

1. **MOTION:** That the Town vote to amend the wage and salary classification schedules, as most recently amended by **transferring** the sum of \$73,811.90 for the purpose of funding a wage increase and other items as detailed in the Memorandum of Agreement (MOA) for the Braintree Police Officers Association (BPOA) effective July 1, 2019, and for this purpose, the sum of \$73,811.90 be transferred from the Human Resources/ Program 04 – Employee Benefits/ Benefits Reserve 5179 and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and

required. In anticipation of approval of these agreements, funds were appropriated to a salary reserve account in the previously approved Fiscal Year 2020 budget.

Motion: by Councilor Ryan for Favorable Recommendation to the full Council Order 20 002 (1)

Second: by Councilor Flaherty

Vote: For (5–Boericke, Connors, Flaherty, Ryan, Sciascia), Against (0), Absent (0), Abstain (0)

2. **MOTION:** That the Town vote to amend the wage and salary classification schedules, as most recently amended by **transferring** the sum of \$118,783.22 for the purpose of funding a wage increase and other items as detailed in the Memorandum of Agreement (MOA) for the Braintree Police Superior Officers Association (BPSOA) effective July 1, 2019, and for this purpose, the sum of \$118,783.22 be transferred from the Human Resources/ Program 04 – Employee Benefits/ Benefits Reserve 5179 and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required. In anticipation of approval of these agreements, funds were appropriated to a salary reserve account in the previously approved Fiscal Year 2020 budget.

Motion: by Councilor Ryan for Favorable Recommendation to the full Council Order 20 002 (2)

Second: by Councilor Sciascia

Vote: For (5–Boericke, Connors, Flaherty, Ryan, Sciascia), Against (0), Absent (0), Abstain (0)

3. **MOTION:** That the Town vote to amend the wage and salary classification schedules, as most recently amended by **transferring** the sum of \$119,607.00 for the purpose of funding a wage increase and other items as detailed in the Memorandum of Agreement (MOA) for the American Federation of State, County and Municipal Employees (AFSCME) effective July 1, 2019, and for this purpose, the sum of \$119,607.00 be transferred from the Human Resources/ Program 04 – Employee Benefits/ Benefits Reserve 5179 and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required. In anticipation of approval of these agreements, funds were appropriated to a salary reserve account in the previously approved Fiscal Year 2020 budget.

Motion: by Councilor Ryan for Favorable Recommendation to the full Council Order 20 002 (3)

Second: by Councilor Flaherty

Vote: For (5–Boericke, Connors, Flaherty, Ryan, Sciascia), Against (0), Absent (0), Abstain (0)

It was unanimously voted to adjourn the meeting at 7:06p.m.

Respectfully submitted,

Susan M. Cimino
Clerk of the Council

Documents provided for Meeting

- Minutes of December 3, 2019
- 19 043 Mayor: Authorization to Fund South Middle School or take up any action relative thereto
- 19 044 Mayor: To Approve the purchase and resale of an affordable-housing unit at Turtle Crossing and the expenditure of funds for that purpose or take up any action relative thereto
- 19 050 Mayor: CPA Fund Appropriation – All Souls 2019 Preservation and Restoration Project or take up any action relative thereto
- 20 002 Mayor: Transfer Funds from the Human Resources Salary Reserve or take up any action relative thereto

Create Opportunities



February 21, 2020

Engagement letter tailored for:

Town of Braintree, Massachusetts

Prepared by:

Daniel M Sullivan, CPA

dan.sullivan@CLAconnect.com

direct 781-402-6315 | mobile 617-548-4621



[CLAconnect.com](https://www.claconnect.com)

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND

CONSULTING

February 21, 2020

Ms. Shannon Hume, Council President
Town of Braintree
1 John F. Kennedy Memorial Drive
Braintree, MA 02184

Dear Ms. Hume:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Town of Braintree, Massachusetts (“you,” “your,” or “the Town”). The terms of our engagement will continue to apply until such time the agreement is changed in a communication that you and CLA both sign or terminated as permitted herein.

Daniel M Sullivan is responsible for the services identified in this agreement. He may be assisted by one or more of our authorized signers in the performance of the identified services.

Scope of professional services

CLA will provide Town Auditor services for the Town for the three year period beginning April 24, 2020 through April 23, 2023. Our services may consist of the following:

- Conduct performance, operational, I.T. and financial audits. Issue detailed audit reports to the Town Council, for the Council to develop an action plan on each audit issue.
- Work with the Town's Chief Financial Officer in the review of current internal controls and the design, development and implementation of enhanced controls.
- On an ongoing basis, examine and review incoming and outgoing cash flow of the Town by obtaining evidentiary documentation (e.g. receipts, purchase orders, invoices, etc.)
- Provide analysis to the Councilors on the Mayor's proposed operating and capital budgets. Review/analyze each financial measure proposed by the Mayor and provides a detailed recommendation to the Town Council.
- Conduct special projects and analyses as requested by the Councilors; for example, identifying cost components and cost drivers of various programs, expenditure trend analysis and comparative analyses of revenue and expenses.
- Assit in coordinating the annual third-party independent audit of the Town's books and records resulting in the certification of the Town's annual financial statement. Recommend to the Council the hiring of a third-party independent audit firm and the supporting criteria for the recommendation.
- Review the total Town cash reconciliation between the treasurer and the accountant and the data provided to the Dept. of Revenue. This includes all bank accounts, investments and trust funds.

- Conduct an annual physical inventory of any and all Town-owned assets. Reconciles the inventory to Town capital asset records and department procurements back up.
- Attend meetings as requested by the Town Council and the Ways and Means Sub Committee, especially during budget discussions.
- Act as the Town Council liaison with the administration regarding all financial issues (e.g. appropriation requests, expenditures, etc.) to be discussed during Town Council meetings.
- Review certain data prepared by the Assessor's office including the tax rate, recapitulation, tax levy limitation, tax burden shift worksheets, tax classifications and department of revenue estimated receipts and charges.
- When the proposed capital improvement program (CIP) is submitted to the Town Council by the Mayor, as required by the Charter, section 6-10, review the proposed CIP and make detailed recommendations to the Town Council.

Engagement objectives, limitations, and responsibilities

For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

We will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this letter, we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed. Our total fees for each year will not exceed the following:

Year 1	\$74,000
Year 2	\$75,000
Year 3	\$76,000

Billing rates guaranteed through April 30, 2021:

- Services performed by Principal (Dan Sullivan or Hannah York) \$168 per hour
- Senior Manager (Shawn McGoldrick) \$150 per hour
- Services performed by seniors (Bayleigh Young, Sue Bartlett, Katherine Pomeroy) \$110 per hour
- Services performed by an associate \$55 per hour

Billing rates guaranteed for the period May 1, 2021 through April 30, 2022:

- Services performed by Principal (Dan Sullivan or Hannah York) \$172 per hour
- Senior Manager (Shawn McGoldrick) \$155 per hour
- Services performed by seniors (Bayleigh Young, Sue Bartlett, Katherine Pomeroy) \$112 per hour
- Services performed by and associate \$55 per hour

Billing rates guaranteed for the period May 1, 2022 through April 30, 2023:

- Services performed by Principal (Dan Sullivan or Hannah York) \$175 per hour
- Senior Manager (Shawn McGoldrick) \$160 per hour
- Services performed by seniors (Bayleigh Young, Suzanne Bartlett, Katherine Pomeroy) \$115 per hour
- Services performed by and associate \$55 per hour

Our invoices for these fees will be rendered each month and are payable on presentation. Terms of payment for services are **net 30 days**. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not provided all of the services listed above. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform (<https://www.claconnect.com/billpay>) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers,

employees, and agents (each a “CLA party”) and that this limitation of remedies provision is governed by the laws of the state of Vermont, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this engagement agreement, but any recovery on any such claim shall not exceed the portion of the total fees actually paid by you to CLA that corresponds to the particular service(s) that give(s) rise to the claim (i.e., the specific service(s) that a CLA party performed in such a manner as to cause CLA to be liable to you).

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced separately within twelve (12) months (“Limitation Period”) after the date when we deliver such services under this agreement to you on which the dispute is based, regardless of whether any CLA party provides other services for you under this agreement, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Service satisfaction

If you are not completely satisfied with the services performed by CLA, we will take reasonable corrective action to satisfy you, and then if you are not completely satisfied, we will accept a portion of the fees that reflects your level of satisfaction. Upon full payment of our invoice, we will assume you are satisfied with our work and our service commitment will have been fulfilled.

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the Town to any persons without the authorization of Town management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the Town to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the Town shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a Town of your size and nature. We will require management to approve any changes in the application of accounting standards and procedures at the Town. Internal controls may be recommended relating to the safeguarding of the Town's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The Town agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

Employment provision

In the event that a CLA employee is solicited to work in a position as an employee of the Town, and in the event that the CLA employee accepts the position of employment with the Town, the following conditions will apply:

1. CLA will require a four-week notice period subsequent to the employee's written notice to CLA, and
2. The Town will be required to pay an employment fee of \$60,000 for the senior and \$25,000 for the staff to CLA immediately upon receipt of this notice.

If any former CLA employee shall be hired as an employee within 60 days of leaving CLA, there shall be a rebuttable presumption that the CLA employee was solicited to work as an employee of the Town and the above fee shall be payable to CLA.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us.

Sincerely,

CliftonLarsonAllen LLP



Daniel M Sullivan, CPA
Principal
Direct Phone 617-548-4621
Dan.Sullivan@CLAconnect.com

Response:

This letter correctly sets forth the understanding of the Town of Burlington, Vermont.

Authorized Signature: _____

Title: _____

Date: _____

Re-Appointment Town Auditor (Clifton Larson Allen)

MOTION:

Pursuant to Section 2-8 (A) of the Charter of the Town of Braintree the Town Council appoints Clifton Larson Allen (CLA) as Town Auditor for a three year contract effective April 24, 2020 through April 23, 2023.

#20-019



Office of the Mayor
One JFK Memorial Drive
Braintree, Massachusetts 02184

RECEIVED TOWN CLERK
BRAintree, MA
2020 JAN 31 PM 1:52

Charles C. Kokoros
Mayor

781-794-8100

MEMORANDUM

To: Shannon Hume, President of the Council
Susan Cimino, Clerk of the Council
James Casey, Town Clerk

From: Charles C. Kokoros, Mayor

cc

Cc: Nicole I. Taub, Interim Chief of Staff and Director of Operations
Edward Spellman, Director of Municipal Finance
Karen M. Shanley, Director of Human Resources

Date: January 31, 2020

Re: Motion to Transfer Funds from the Human Resources Salary Reserve or take up any action relative thereto

President Hume, Clerk Casey and Clerk Cimino,

I am pleased to report that the Town has concluded negotiations with the Braintree Library Staff Association, MLSA Local 4928, AFT Massachusetts, AFL-CIO, (BLSA) and a collective bargaining agreement for the July 1, 2019 – June 30, 2022 term has been reached. The following item is to fund this union contract.

The agreement with the BLSA includes a two percent (2%) wage increase for the current fiscal year, a three percent (3%) increase in year two and a two percent (2%) increase in year three. These increases are consistent with the agreements reached with the UWUA, BPMA, BPSOA, BPOA and AFSCME and is a fair and affordable agreement that stays within the fiscal parameters that were originally requested and approved in the 2020 budget. As a result, funds for these contractual increases are to be transferred from the Town's salary reserve account in the current Human Resources budget.

The amounts to be transferred are as follows:

BLSA \$9,351.76 from Human Resources Salary Reserve

For your reference, attached you will find a detailed breakdown to support the transfer request, including the position, the budgeted amount, the value of the contractual increase and the transfer amount required to fulfill the FY2020 cost of living increase. Again, this is a request for a transfer of funds from the Human Resources Salary Reserve approved with the FY2020 budget and is not a request for any new fiscal appropriations.

Accordingly, your review and approval of the following motion is requested:

Motion

MOTION: That the Town vote to amend the wage and salary classification schedules, as most recently amended by transferring the sum of \$9,351.76 for the purpose of funding a wage increase as detailed in the Memorandum of Agreement (MOA) for the Braintree Library Staff Association, MLSA Local 4928, AFT Massachusetts, AFL-CIO, (BLSA) effective July 1, 2019, and for this purpose, the sum of \$9,351.76 be transferred from the Human Resources/ Program 04 – Employee Benefits/ Benefits Reserve 5179 and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required. In anticipation of approval of these agreements, funds were appropriated to a salary reserve account in the previously approved Fiscal Year 2020 budget.

Since these requests involve the appropriation of funds within the fiscal year 2020 budget, advertising and a public hearing are required under the sections 2-9 and 6-7 of the Town Charter.

BLSA FY2020 Costs

	<u>DOH</u>	<u>Grade</u>	<u>Budgeted</u>	<u>FY2020</u>	<u>Needed</u>
Junior Library Assistant	10/25/1999	S2-E	\$ 15,142.00	\$ 15,442.28	\$ 300.28
Junior Library Assistant	11/1/1995	S2-E	\$ 15,142.00	\$ 15,442.28	\$ 300.28
Junior Library Assistant	6/19/1989	S2-E	\$ 15,142.00	\$ 15,442.28	\$ 300.28
Junior Library Assistant	9/30/2009	S2-E	\$ 15,142.00	\$ 15,442.28	\$ 300.28
Junior Library Assistant	10/28/2008	S2-E	\$ 15,142.00	\$ 15,442.28	\$ 300.28
Junior Library Assistant	6/10/2019	S2-B	\$ 15,142.00	\$ 14,069.44	\$ (1,072.56)
Junior Library Assistant	2/4/2019	S2-B	\$ 15,142.00	\$ 14,196.84	\$ (945.16)
Junior Library Assistant	12/19/1993	S2-E	\$ 15,142.00	\$ 15,442.28	\$ 300.28
Librarian	11/6/2006	S10-E	\$ 59,642.00	\$ 60,833.78	\$ 1,191.78
Librarian	5/31/2016	S10-E	\$ 59,642.00	\$ 59,825.08	\$ 183.08
Librarian	9/2/2003	S10-E	\$ 59,642.00	\$ 60,833.78	\$ 1,191.78
Librarian	8/12/2015	S10-E	\$ 59,642.00	\$ 60,833.78	\$ 1,191.78
Librarian	10/23/2006	S10-E	\$ 59,642.00	\$ 60,833.78	\$ 1,191.78
Librarian	12/10/2018	S10-B	\$ 53,425.00	\$ 54,512.78	\$ 1,087.78
Principal Library Assistant	10/9/2000	S9-E	\$ 45,006.00	\$ 45,905.54	\$ 899.54
Principal Library Assistant	4/2/2005	S9-E	\$ 45,006.00	\$ 45,732.54	\$ 726.54
Principal Library Assistant	4/2/2012	S9-B	\$ 40,862.00	\$ 41,125.14	\$ 263.14
Senior Library Assistant	6/1/2015	S6-E	\$ 42,072.00	\$ 42,915.60	\$ 843.60
Senior Library Assistant	11/3/2009	S6-E	\$ 42,072.00	\$ 42,915.60	\$ 843.60
Senior Library Assistant	9/30/2009	S6-B	\$ 42,072.00	\$ 40,338.20	\$ (1,733.80)
Senior Library Assistant	12/1/2008	S6-E	\$ 42,072.00	\$ 42,915.60	\$ 843.60
Senior Library Assistant	11/1/2001	S6-E	\$ 42,072.00	\$ 42,915.60	\$ 843.60
					\$ 9,351.76

RECEIVED TOWN CLERK
BRAINTREE, MA
2020 FEB - 7 PM 4: 27

#20-020

RECEIVED TOWN CLERK
BRAintree, MA

2020 JAN 31 PM 1:52



Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Charles C. Kokoros
Mayor

781-794-8100

MEMORANDUM

Date: January 28, 2020

To: Shannon L. Hume, Council President

From: Charles C. Kokoros, Mayor *CKK*

Re: Appointment to the Cultural Council

cc: James Casey, Town Clerk
Town Councilors
Sue Cimino, Clerk of the Council

Pursuant to my authority as Mayor under Section 3-3 of the Braintree Town Charter I hereby appoint Anne Stuart, of 10 Azel Road to the Braintree Cultural Council.

I appreciate your review of this appointment and request favorable action. Attached is Anne Stuart's resume.

Anne Stuart
10 Azel Road, Braintree, MA 02184
annestuart@beld.net / annejstuart@gmail.com
617/877-6512

Dear Braintree Cultural Council Members:

As a writer, storyteller, artist, instructor, and long-time Braintree resident, I'm most interested in serving on the Braintree Cultural Council.

By profession, I'm a writer and editor. After long career as a journalist for daily newspapers and national magazines, I switched to higher education; I now work in communications for MIT. I also teach graduate-level communications courses for Regis College and Southern New Hampshire University.

By avocation, I'm a creative writer, a mixed-media artist, and, most recently, a standup storyteller. Following are snapshots from each activity.

- **Creative Writing:** I'm a founding faculty member at the Braintree Community Arts Center, where I've been running regular writing "retreats." These are half-day events where writers of all levels and in all genres gather to create, share, and comment on each other's work. We've developed a small but lively group of regulars, including some who have published their work, and we still attract newcomers as well. We hope to schedule a public reading of our members' works sometime in 2020.

I've also taught writing workshops at the Boston, Brookline, and Cambridge Centers for Adult Education since the late 1980s, and I've spoken or taught at writing conferences nationwide. For several years, I organized weekend creative-writing retreats at venues around New England as well.

- **Mixed-Media Art:** Since 2007, I've been the volunteer organizer for the New England Mixed-Media Meetup, a group whose members also gather regularly to paint, draw, collage, and work on art journals and a wide range of other projects. As a group, we participated in an international exhibition; individual

members have gone on to show or sell their work in local galleries and at art fairs. For several years, several friends and I rented studio space west of Boston, where we offered art and writing workshops and weekend art retreats.

- **Storytelling:** Most recently, I've been writing and telling true stories along the lines of NPR's "The Moth Radio Hour." In the past year-plus, I've appeared in live shows in Boston, Cambridge, Hartford, and Lenox. Earlier this year, I applied for and received a grant from the MIT Council on the Arts to bring a master storyteller to campus. He and I ran two half-day workshops that were available free to anyone in the MIT community interested in learning to how to tell true stories live onstage. About 100 people participated, and we have scheduled several follow-up practice sessions ahead of a live show planned for next spring.

I hope that's enough to demonstrate that I'm a lifelong lover of, and participant in, a variety of arts and cultural activities. Because my husband and I have lived in Braintree for 30 years, I'm especially interested in being part of our town's Cultural Council. Please let me know if you need an official resume, recommendations, or any other information from or about me.

Best regards,

Anne Stuart



Frank Hackett, Ed.D.
Superintendent of Schools

#20-021

James Lee
Assistant Superintendent of Schools

MEMORANDUM

To: Shannon Hume, Town Council President
Braintree Town Councilors

From: Frank Hackett, Ed.D.
Superintendent of Schools

CC: Charles C. Kokoros, Mayor
Nicole I. Taub, Interim Chief of Staff and Operations
Edward Spellman, Director of Municipal Finance

Re: Superintendent of Schools: Authorization to execute Memorandum of Understanding with Massachusetts Executive Office of Health and Human Services to obtain Federal reimbursement for transportation costs for children in foster care, or take up any action relative thereto.

Date: February 4, 2020

RECEIVED TOWN CLERK
BRAINTREE, MA
2020 FEB - 7 PM 4:28

President Hume, Braintree Town Councilors,

Pursuant to the federal "Every Student Succeeds Act," a school system may apply for federal reimbursement of a portion of costs that are incurred by the school system to transport children in foster care from their current homes in other municipalities to the schools in which they were enrolled at the time of their placement in foster care. The reimbursement program is administered in Massachusetts by the Executive Office of Health and Human Services, the Department of Elementary and Secondary Education, and the Department of Children and Families.

We just received word last Wednesday, January 29, 2020, that in order to receive the available federal funds, Braintree is required to enter into a Memorandum of Understanding (MOU) with those state agencies. Therefore, the Braintree School Department is requesting that the Town Council approve a motion authorizing the School Department to execute the attached MOU. The Town Council's authorization is sought pursuant to M.G.L. c. 44 §70, which provides, in part, that:

... any city or town may, by vote of its town meeting, town council or city council authorize the collector, treasurer or other department head, with the approval of the selectmen, town manager or mayor, to enter into contracts to identify and pursue federal government reimbursements for, or other revenues or available resources that may be generated by, programs or activities being carried out by the municipality, and to provide that payments for services under such contracts may be made from the reimbursements or revenues recovered as a result of the services performed without appropriation of such revenues.

In order to be eligible to obtain available reimbursement funds for the fourth quarter of FY2019 (i.e., April-June 2019), the School Department must execute the MOU and submit the reimbursement documentation by March 1, 2020. Our expenses for the fourth quarter totaled \$16,260; it is not yet clear how much we will be reimbursed.

Accordingly, your review and approval of the following motion is requested:

Motion: To authorize the Superintendent of the Braintree Public School Department to enter into a Memorandum of Understanding (MOU) with the Executive Office of Health and Human Services, the Department of Elementary and Secondary Education, and the Department of Children and Families, in order to obtain Federal Title IV-E reimbursements for costs incurred by the Braintree Public School Department for foster care transportation, and to provide that payments for such foster care transportation costs may be made from the reimbursements that are received under the MOU, without appropriation of said reimbursements, pursuant to M.G.L. Chapter 44, Section 70.

Reporting Tool for Transportation Costs for Children in Foster Care

LEA NAME Braintree Public Schools
 LEA ADDRESS 348 Pond Street, Braintree MA 02184
 STATE FISCAL YEAR 2019
 LEA CODE 40

Table 1: Transportation costs in Department of Elementary and Secondary Education (DESE) End of Year Financial Report (EOYR)

Reference Line from EOYR	Description	Total Costs Reported in DESE EOYR
Line 4040	Regular Education	\$1,498,424
Line 4160	Special Education (IEP)	\$1,702,329
Line 4190 & 4200	Voc/Technical Programs	\$0
Line 4220 & 4230	Non-Public Transportation	\$17,712
Lines 4250, 4260, 4270, 4280, 4283, 4285	Other Programs excluding ESSA	\$151,198
Line 4286	Out of district foster care	
Line 4290	Total Costs	\$3,369,663

Table 2: ESSA costs by quarter - transportation of foster children from outside of district

Line Number	Payment Dates	Total Payments (cash basis)	Total Payments (accrual basis)
1	Expenses accrued during fiscal year 2018 but paid in fiscal year 2019 ¹		\$0
2	7/1/18 - 9/30/18		
3	10/1/18 - 12/31/18	\$17,850	
4	1/1/19 - 3/31/19	\$10,660	
5	4/1/19 - 6/30/19	\$16,260	
6	Expenses accrued during fiscal year 2019 but paid in fiscal year 2020 ²		
7	Total cash and accrual payments	\$44,770	\$0
8	TOTAL (must equal EOYR 4286)	\$44,770	

¹ Payments made in SFY2019 (after 7/1/2018) for expenses that were accrued in SFY 2018 and which were recorded in the previous fiscal year's EOYR.

² Payments made in SFY2020 (after 7/1/2019) for expenses that were accrued in SFY2019 and which are recorded in the current year's EOYR.

Attestation

The information above is true and accurate to the best of my knowledge. The ESSA costs exclude costs otherwise reimbursable through Medicaid because of an IEP, or any other federal funding source. In accordance with my City/Town/ Regional School District (LEA's) agreement with the Executive Office of Health and Human Services (EOHHS), the Department of Children and Families (DCF), and the Department of Elementary and Secondary Education (DESE), we will maintain records of the payments above for up to seven years beyond the final quarter a child's transportation costs are being reported or the end of an ongoing audit, which ever comes last, and produce them upon request for any internal or external review or audit.

NAME OF AUTHORIZED SIGNATORY Dr. Frank Hackett
 TITLE Superintendent of Schools
 DATE 2/4/2020
 EMAIL ADDRESS frank.hackett@braintreeschools.org
 PHONE NUMBER 781-380-0130
 SIGNATURE _____

**Memorandum of Understanding – Every Student Succeeds Act
Transportation Claiming Under Title IV-E of the Social Security Act**

This Memorandum of Understanding (MOU) has been created and entered into on 02/04/2020, 2019 by and between the following parties in relation to the administration of school of origin transportation costs under the Every Student Succeeds Act (ESSA) to maximize Federal Financial Participation from the Federal Government through Title IV-E of the Social Security Act (Title IV-E):

Executive Office of Health and Human Services (EOHHS);

Department of Elementary and Secondary Education (DESE);

Department of Children and Families (DCF); and

Town of Braintree (Enter name)
Commonwealth City/Town/Regional School District or Local Education Agency

The Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Elementary and Secondary Education, Department of Children and Families and Town of Braintree the City or Town or Regional School District of [] by and through [Braintree Public Schools] (legal name and address of the Local Education Agency, hereinafter, the LEA), hereby agree to the following terms and conditions as they relate to reporting costs and receiving Title IV-E allowable federal reimbursement for said costs as they relate to transporting children eligible under Title IV-E foster care to and from their foster placement and their School of Origin, effective for dates of service on or after April 1, 2019.

RECITALS

WHEREAS, DCF is the single state agency designated to submit claims to the Administration of Children and Families (ACF) for the purposes of obtaining Title IV-E cost reimbursement; and

WHEREAS, the LEA desires to participate in the Title IV-E Claiming of Transportation Expenditures for Children in Foster Care (hereinafter, the “Program”) under the terms and conditions set forth in this Memorandum of Understanding (MOU);

WHEREAS, the scope of services and providers payable under the Program is defined by this MOU; and

NOW, THEREFORE, in consideration of the mutual obligations contained in this MOU, the parties agree as follows:

Section 1. DEFINITIONS

The following terms that appear capitalized throughout this MOU shall have the following meanings, unless the context clearly indicates otherwise.

Administration of Children and Families (ACF) – The agency responsible for the oversight and administration of services pertaining to children, youth, and families nationwide, as established under the authority of Section 6 of the Reorganization Plan No. 1 of 1953.

Certification of Qualified Expenditures or Certification of Qualifying Expenditures – For purposes of this agreement, an expenditure for Transportation that is certified, or attested to, by a contributing public agency or designated authority at a public agency that is eligible for reimbursement under Title IV-E of the Social Security Act.

Department of Children and Families (DCF) – The constituent agency within EOHHS providing services to children 0 through 22 years old who are at risk or have been victims of abuse or neglect, as well as their families, established under M.G.L. c. 18B, § 1.

Department of Elementary and Secondary Education (DESE) – The constituent agency within the Executive Office of Education responsible for the provision of a public education system of a sufficient quality to extend to all children, established under M.G.L. c. 69, § 1.

Every Student Succeeds Act (ESSA) – Federal Law passed in December 2015 governing United States K-12 public education policy (Public Law 114-95).

Executive Office of Health and Human Services (EOHHS) – The executive secretariat of the Commonwealth of Massachusetts established under M.G.L. c. 6A, § 2 that oversees DCF.

Individualized Education Program (IEP) – A written statement, developed and approved in accordance with federal special education law in a form established by the Department of Elementary and Secondary Education, that identifies a student's special education needs and describes the services a school district shall provide to meet those needs.

Local Education Agency (LEA) – See definition for Local Government Entity.

Local Government Entity – Pursuant to MGL c. 44, § 70 and for purposes of this MOU, a city or town, that by vote of its town meeting, town council or city council with the approval of the selectmen, town manager or mayor, authorizes the LEA to enter into this MOU and that is responsible, or assumes responsibility, either directly or indirectly through an agency or other political subdivision, for the non-federal share of the Program expenditures. Local Governmental Entity is also referred to as Local Educational Authority (LEA) in this MOU.

Metropolitan Council for Educational Opportunity (METCO) – a state-funded grant program run by DESE intended to expand educational opportunities, increase diversity, and reduce racial isolation by permitting students in Boston and Springfield to attend public schools in other communities that have agreed to participate, pursuant to M.G.L. c. 76, § 12A.

Reporting Tool – The mechanism, designed and agreed upon by EOHHS, DESE, and DCF, by which the LEA will report on costs associated with the Program and attest to the accuracy of said costs.

School of Origin – The school in which a child is enrolled at the time of placement in foster care. Pursuant to Elementary and Secondary Education Act, § 1111 (g)(1)(E)(i)), DESE and the LEAs must ensure that a child in foster care enrolls or remains in his or her school of origin unless a determination is made that it is not in the child’s best interest.

State Fiscal Year – The 12-month period commencing July 1 and ending June 30 and designated by the calendar year in which the fiscal year ends (e.g., State Fiscal Year 2019 starts on July 1, 2018 and ends June 30, 2019).

Title IV-E – an amendment to the Social Security Act that allows states to claim federal reimbursement for the costs of administering foster, adoptive, and guardianship services based on specific eligibility criteria.

Title IV-E Allowable Transportation Claiming Activities – The process through which an LEA requests payment based on Title IV-E-allowable actual incurred costs related to Administrative Activities. Administrative Activities Claiming is further described in Section 2.3 of this MOU.

Title IV-E Claiming of Transportation Expenditures for Children in Foster Care Program – The program through which Local Government Entities participate in administrative activities claiming of Title IV-E allowable expenditures of transportation for children in foster care.

Title IV-E Eligibility – children in foster care that meet the federal eligibility requirements outlined in the Social Security Act for foster care maintenance payments claimed on their behalf.

Title IV-E Federal Financial Participation (Title IV-E FFP) – The amount of the federal share that may be available based on the Certification of Qualifying Expenditures of an LEA for administrative activities related to the provision of transportation services to IV-E eligible foster care children to their School of Origin provided pursuant to this MOU.

Section 2. TERMS AND CONDITIONS

1. Subject to (a) the City/Town/Regional School District, hereinafter, Local Education Agency’s (LEA) voluntary compliance, as determined by EOHHS, with all submission and other requirements established by EOHHS, DESE, and DCF, hereto referred to as “the Commonwealth”; (b) all other state approvals; (c) federal approval of all necessary payment and funding methods and payment limits; and (d) the availability of Title IV-E

FFP, the Commonwealth will pay the LEA an amount equal to the final Title IV-E FFP amount received by the Commonwealth for the allowable Certification of Qualifying Expenditures of the LEA for that state fiscal year, less any contingency fees and other administrative costs.

2. The LEA shall submit to the DESE no later than October 1 of each year, a cost report and Certification of Qualifying Expenditures on a form designated by the Commonwealth and completed in accordance with the Commonwealth's instructions and signed by an officer who is an authorized signatory of the unit of government providing the non-federal share of Title IV-E allowable transportation expenditures associated with transporting children to/from his/her School of Origin.
3. Said certification shall provide that the LEA's reported expenditures are allowable costs for children in foster care who are covered under ESSA and exclude the following costs:
 - a. Any Individualized Education Program (IEP) transportation costs incurred for a child who is enrolled in MassHealth where transportation services are required under the IEP;
 - b. Any costs for children and youth considered homeless as defined by the McKinney-Vento Homeless Assistance Act's, 42 USC 11434(a)(2);
 - c. Participate in METCO as set forth in M.G.L. c. 76, § 12A; or
 - d. Any other federally funded form of transportation services.
4. The LEA shall comply with all Title IV-E transportation administrative and billing requirements set forth in this MOU or incorporated by reference and applicable laws, regulations or subregulatory guidance regarding these requirements.
5. The LEA must repay to the Commonwealth any amounts resulting from any overpayment, erroneous reporting, administrative fine, or otherwise, in accordance with this MOU, DESE's rules and regulations, and all other applicable state and federal laws.
6. In the event that a review by the Commonwealth, ACF, or any other state and federal oversight entity reveals that the LEA's claim resulted in a duplicate payment under one or more state or federal programs or that LEA did not follow the requirements in accordance with the terms specified herein or applicable state or federal laws for any fiscal year the Commonwealth retains the right to recover payments from the LEA for that fiscal year(s).
7. At any point during the MOU, if the Commonwealth, in its sole judgment, identifies any deficiency in the LEA's performance under the MOU, the Commonwealth may require the LEA to develop a corrective action plan to correct such deficiency. The corrective action plan must, at a minimum:
 - a. identify each deficiency and its corresponding cause;
 - b. describe corrective measures to be taken to address each deficiency and its cause;
 - c. provide a time frame for completion of each corrective measure;

- d. describe the target outcome or goal of each corrective measure (i.e., how the action taken will be deemed successful);
- e. describe the documentation to be submitted to the Commonwealth as evidence of success with respect to each corrective measure; and
- f. identify the person responsible for each corrective measure, and any other information specified by the Commonwealth.

The LEA shall submit any such corrective action plan to the Commonwealth and shall implement such corrective action plan only as approved or modified by the Commonwealth. Under such corrective action plan, the Commonwealth may require the LEA to (1) alter the manner or method in which the LEA performs any MOU responsibilities, and (2) implement any other action that the Commonwealth may deem appropriate.

The LEA's failure to implement any corrective action plan may, in the sole discretion of the Commonwealth, be considered breach of the MOU, subject to any and all agreement remedies including, but not limited to, termination of the MOU.

8. Any costs incurred by the Commonwealth to administer the LEA's participation in the ESSA transportation claiming program, including contingency fees payable to the Commonwealth contractors, if necessary, will be offset against amounts of federal revenue payable to the LEA under an ongoing MOU or withheld in a special payment arrangement in the case of MOU termination.
9. The LEA shall immediately disclose to the Commonwealth any non-compliance by the LEA with any provision of this MOU, or any state or federal law or regulation governing this MOU.
10. In the event that the Commonwealth receives written notification of a deferral or disallowance of Title IV-E FFP claimed on behalf of the LEA's services through the Certification of Qualifying Expenditures, receives written notification of an audit finding requiring the return of any such Title IV-E FFP, or otherwise reasonably determines that any such Title IV-E FFP will be deferred or disallowed if claimed, the Commonwealth shall so notify the LEA. At any time after the Commonwealth's receipt of such notice or other information, it may require the LEA to remit to the Commonwealth the amount of payment(s) under review, pending final disposition of such review. The Commonwealth shall specify such amount in a written remittance notice to the LEA and, within 30 days of the date of such remittance notice, the LEA shall repay to the Commonwealth an amount equal to the amount specified. In the absence of such a remittance notice, the LEA may, on its own initiative remit such amount to the Commonwealth. In the event the LEA for any reason retains payment amounts subject to deferral, disallowance, or audit findings as described herein, the LEA shall be liable for such amounts plus any interest assessed by the federal government on the Commonwealth. The Commonwealth shall provide to the LEA written notification of the amount of any federal interest assessed on

payment amounts retained by the LEA. In the event that the final disposition of the deferral, disallowance, or audit described herein requires the Commonwealth to return an amount previously paid by the LEA to the Commonwealth under these provisions, no such payment due to the LEA shall constitute a late payment or otherwise obligate the Commonwealth to pay to the LEA any interest on such payment. Any remittance pursuant to the provisions of the paragraph shall be in accordance with all applicable state law.

11. The LEA must maintain records that are accurate and sufficiently detailed to substantiate the legal, financial, and statistical information reported on the Certification of Qualifying Expenditure form. These records must demonstrate the necessity, reasonableness, and relationship of the costs (e.g., personnel, supplies, and services) to the provision of services and must be furnished upon request to the Commonwealth or its designees, or to any other federal and state officials and agencies authorized by law to inspect such information or their designees, including the United States Secretary of Health and Human Services, the Comptroller General of the United States, the Administration for Children and Families, the Governor of Massachusetts, the Massachusetts Secretary of Administration and Finance, the Massachusetts State Auditor, the Massachusetts Department of Elementary and Secondary Education, and the Massachusetts Department of Children and Families. These records include, but are not limited to, all relevant transportation payments, service dates related to transportation payments, and child count. The LEA must maintain documentation supporting the transportation costs: (1) associated with transporting children eligible under Title IV-E in foster care, including their names and dates of services provided; and (2) that the costs are associated with transporting these children to/from their School of Origin; and (3) that the costs are not excluded pursuant to Section 2.3 of this MOU. The LEA is required to maintain cost report work papers for a minimum period of seven years beyond the last quarter that a child's transportation costs are included on a claim or until the completion of any audit, whichever is longer, following the end of each cost reporting period.
12. The LEA and any of their business associates/subcontractors shall comply with the terms, conditions, and obligations relating to data privacy, security, and management of personal and other confidential information applicable to the LEA under this MOU, as well as any other laws, regulations and other legal obligations regarding the privacy and security of such information to which the LEA is subject.
13. The Terms and Conditions set forth in this MOU may be terminated by any party upon written notice to the other at the address set forth below. Notice shall be sent to:

Executive Office of Health and Human Services
Office of Federal Finance and Revenue
600 Washington Street, 7th Floor
Boston, MA 02111
Attn: Michael Berolini, Director

Braintree Public Schools
Local Education Agency Name

348 Pond Street
Local Education Agency Address

Braintree MA 02184
Local Education Agency Address

Attn: Dr. Frank Hackett
Local Education Agency Contact

14. The Terms and Conditions may be amended at any time in writing, signed by all parties.
15. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
16. No provision of the Terms and Conditions is or shall be construed as being for the benefit of, or enforceable by, any third party.
17. Rights and obligations, which by their nature should survive or which these Terms and Conditions expressly states will survive, will remain in full force and effect following termination or expiration of this MOU. Notwithstanding the generality of the foregoing, the rights and duties under paragraph 12 survive the termination or expiration of this MOU.

Signed by the respective duly authorized representatives of the parties hereto.

**COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE
OFFICE OF HEALTH AND HUMAN SERVICES**

By: _____
EOHHS Authorized Signatory

Name: _____ (Print)

Date: _____

By: _____
DESE Authorized Signatory

Name: _____ (Print)

Date: _____

By: _____
DCF Authorized Signatory

Name: _____ (Print)

Date: _____

Braintree Public Schools (Name)

Local Education Agency Authorized Signatory

By: _____
Local Education Agency Authorized Signatory

Date: 02/04/2020

Name: Dr. Frank Hackett (Print)

Position: Superintendent

Phone Number: 781-380-0130

Email Address: frank.hackett@braintreeschools.org