Lowell Public School Committee

Regular Meeting Agenda

Date: June 17, 2020
Time: 6:30PM
Location: City Council Chamber, 375 Merrimack Street, 2nd Floor, Lowell, MA 01852

(In the Mayor's discretion, the meeting may be moved to the following Zoom room, if conditions require such a change).

Topic: School Committee meeting

Time: Jun 17, 2020 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://zoom.us/j/98843720351?pwd=SUYva0NtV2I3amhsWG12RWdsc3VHdz09

Meeting ID: 988 4372 0351

Password: Wednesday

1. **SALUTE TO FLAG**

2. **ROLL CALL**

3. **SPECIAL ORDER OF BUSINESS**

   3.1. This Meeting Is Being Held Remotely In Accordance With The Governor Of Massachusetts' March 12, 2020 Order Suspending Certain Provisions Of The Open Meeting Law G.L. C. 30A, Section 20.

4. **MINUTES**

   4.1. Approval Of The Minutes Of The Regularly Scheduled Lowell School Committee Meeting Of Wednesday, June 3,

2020

Documents:

LSC MINUTES - JUNE 3, 2020.PDF

4.2. Approval Of The Minutes Of The Special Meeting Of The Lowell School Committee Of June 3, 2020

Documents:

LSC SPECIAL MEETING MINUTES - JUNE 3, 2020.PDF

4.3. Approval Of The Minutes Of The Special Meeting Of The Lowell School Committee Of June 8, 2020

Documents:

LSC BUGET HEARING MINUTES - JUNE 8, 2020.PDF

4.4. Approval Of The Minutes Of The Special Meeting Of The Lowell School Committee Of June 11, 2020

Documents:

LSC SPECIAL MEETING MINUTES - JUNE 11, 2020.PDF

5. MOTIONS

5.1. [By Jackie Doherty]:

Request the Lowell School Committee join with MASC and other school committees across the state in support of a Resolution regarding full state reimbursement for COVID-19 expenses.

6. REPORTS OF THE SUPERINTENDENT

6.1. Districtwide Budget Update

Documents:

DISTRICTWIDE BUDGET UPDATE JUNE 17, 2020 FINAL.PDF

6.2. Return To School Task Force

Documents:

LPS RETURN TO SCHOOL TASK FORCE REPORT OF PROGRESS JUNE

17, 2020.PDF

6.3. Personnel Report

Documents:

2020 JUNE 15 PERSONNEL REPORT.PDF

6.4. Report On Motions

Documents:

REPORT MOTIONS JUNE 17, 2020.PDF

6.4.1. Response To Motions 3.CFO Of 04/01/20 By Bob Hoey

By Bob Hoey]: That the superintendent produce a report by April 1, 2020 meet with the following information charting out spend expenditures by year for the last 15 years (or as far as back as possible)

- Number of total special education budget; l Percentage of kids receiving special location services;
- Amount of money spent on out of district services; l Percentages of children utilizing out of district services;
- Number of employees working in Special Education (please also provide their job descriptions);
- Total of number of employees within the district per year.

Documents:

RESPONSE TO MOTION ON SPED SPENDING HISTORY MAY 2020 .PDF
SPED SPENDING HISTORY.PDF

6.4.2. Response To Motions 10.CAO Of 05/20/20 By Mike Dillon Jr.

Request the Superintendent provide an update on the Creegan TV Studio (staffing, technology capabilities, and usage) for discussion on incorporating online content production into future technology planning.

Documents:

REPORT ON MOTION ON THE CREEGAN TV STUDIO.PDF

7. NEW BUSINESS

7.1. Vote To Accept A Donation To Bailey School From HubSpot

Documents:

DONATION.PDF

7.2. Budget Transfer

Documents:

BUDGET TRANSFER REQUEST 6.12.20.PDF
LPS BUDGET TRANSFER FOR SC APPROVAL - 642,340.77 - 6.12.20.PDF

7.3. Consideration Of Option For One Year Extension Of Current Lease For 155 Merrimack St (1st, 4th, 5th Floors)

Documents:

BON MARCHE TRUST[5].PDF

7.4. Resolution- School Committee Support Of Resolution Regarding Full State Reimbursement For COVID-19 Expenses

Documents:

SC-COVID RESOLUTION.PDF

8. PROFESSIONAL PERSONNEL

8.1. UTL: Sick Leave

The Members of the United Teachers of Lowell hereby donate twenty-four [24] sick leave days to Janet Meehan, Murkland School Paraprofessional.

Documents:

DONATED SL MEEHAN ROGERS.PDF

8.2. UTL: Sick Leave

The Members of the United Teachers of Lowell hereby donate ten [10] sick leave days to Maureen Rogers, Daley School Paraprofessional.

Documents:

DONATED SL MEEHAN ROGERS.PDF

9. ADJOURNMENT

LOWELL SCHOOL COMMITTEE

REGULAR MEETING MINUTES

Date: June 3, 2020
Time: 6:30PM
Location: Join Zoom Meeting

https://zoom.us/j/93837964582?pwd=K1NPLzFENjRKT0gwMnkvY1BESWZUdz09

Meeting ID: 938 3796 4582

Password: June

1. SALUTE TO FLAG

2. ROLL CALL

On a roll call at 6:41 p.m., all members were present, namely: Mr. Descoteaux, Mr. Dillon, Ms. Doherty, Mr. Hoey, Mayor Leahy, Ms. Martin and Ms. Clark.

3. SPECIAL ORDER OF BUSINESS

3.1. Remote Participation: This Meeting Is Being Held Remotely In Accordance With The Governor Of Massachusetts' March 12, 2020 Order Suspending Certain Provisions Of The Open Meeting Law G.L. C. 30A, Section 20.

Mayor Leahy read to the public that this meeting was being held remotely in accordance with the Governor of Massachusetts' March 12, 2020 order suspending certain provisions of the Open Meeting Law G.L.C. 30A, Section 20.

4. PERMISSION TO ENTER

4.1. Permission to Enter: June 3, 2020

Mr. Hoey made a motion to approve the Permission to Enter; seconded by Mr. Dillon. 7 yeas APPROVED

5. MINUTES

5.1. Approval of the Minutes of the Meeting of the Lowell School Committee of May 20, 2020

Mr. Hoey made a motion to approve and place on file the Minutes of the Regularly Scheduled Lowell School Committee Meeting of Wednesday, May 20, 2020; seconded by Ms. Clark. 7 yeas APPROVED

6. UNFINISHED BUSINESS

6.1. FY21 Budget Session

Gen Parasole registered and spoke to the Committee about the FY21 Budget.

Superintendent Boyd addressed the Committee and stated the following:

"During our last meeting, the School Committee provided guidance to proceed with a 1/12th budget following the recommendation of the City. Following that guidance, tonight's budget session, as well as Monday's hearing, were scheduled to enable the community to hear the Committee's discussion and provide input on the budget for July 2020.

A month to month budget for the school district is truly unprecedented. So much so that state law actually only indicates adoption of an "annual" budget within the requirements for budget hearings. Thus, it's important to emphasize for our staff and community that the budget being contemplated tonight essentially adds a 13th month to the FY20 budget – it will not establish a resource base for next year and it cannot be multiplied out 12 times to create an annual budget.

Tonight, the Committee will hear options for how we can proceed toward Monday's final meeting on the 1/12th budget for July 2020, but those options are limited. There are two to be precise. And Ms. Turner will take the Committee through them at the end of tonight's presentation. She will also share several options that are at the Committee's disposal for balancing an annual budget if further cuts are needed, assuming a scenario of level funding. Those options, when shared, will also specify the level of risk that we've assessed. We worked to develop as many cost cutting options for the Committee as possible that minimize the need for layoffs, but none of the options are without risk and none of the options comes with complete certainty.

Just Friday, we learned the state's anticipated revenue shortfall for FY21 has ballooned from a forecasted $4.4 billion deficit to over $6 billion. Absent a federal stimulus package, the Committee may very well have to consider every one of the cost cutting options in tonight's presentation plus additional options that are perhaps even less desirable. We started this budgeting process prior to COVID-19 with a community-wide strategic planning process and the expectation that we would finally have additional money to invest in the classroom via the Student Opportunity Act. We heard from teachers of the importance of further investment in resources to improve school climate, support students who demonstrate at-risk behaviors and assist teachers with additional professional development. Thank you to UTL for sharing the results of that survey.

We heard from students of the importance of our equity agenda, ensuring that we further diversify our staff to better reflect the student population and that we engage in system-wide professional learning around Culturally and Linguistically Sustaining Practices. Thank you to the students at Lowell High School who took a leadership role in the central office training that was provided in the fall. We heard from our linguistically diverse communities of the need for greater translation services and more equitable access to district resources, raising the important need for us to provide every family with school information in their home language. We heard from principals and parents on our school-site councils of the need to not confuse autonomy with neglect and to ensure that we had a strategic approach to school-based autonomy that enabled an effective balance between school-based decision-making and centralized support. We've heard from you as committee members as well - as you have each conducted your own community listening tours.

Mayor Leahy has reminded us that resources must be in place to ensure that every building is clean and safe, Committee Member Doherty has emphasized the importance of mental health supports, Committee member Hoey has emphasized special education, Committee Member Dillon has highlighted the importance of expanding and improving our athletic programs, Committee member Descoteaux has shared the importance of increasing access to the arts, Committee member Clark has articulated the importance of building out our data infrastructure and Committee Member Martin has reminded us to make sure that as we continue the process of improvement, we continue to build on the many things that have worked effectively in the past.

Our first budget plan, which we began developing in anticipation of an April 1 deadline for the student opportunity act, operationalized all of that feedback in a way that would have propelled our schools forward into year 1 of a rather ambitious, yet realistic five-year strategic plan. But now we find ourselves in a different, previously unfathomable reality, one that has us planning for multiple scenarios for the fall without complete certainty when school buildings will reopen, and one that requires planning for significant reductions in state aid that could necessitate draconian cuts. While the budget balancing options tonight include some options that are less desirable than any of us would like to even have to contemplate, they are the best options among a series of bad possibilities. And unfortunately, we may need to bring even more cuts to the Committee in the future to balance whatever our budget turns out to be. But no budget option will ever be brought forward that doesn't prioritize the needs of each and every one of our 14,434 students, and with each analysis, as we did with tonight's presentation, we will always weigh the feedback that has been shared by the community. At the end of the day, it's important for us to always remind ourselves that school will happen in the fall, in some form, and our kids don't care about budget balancing tactics – they simply desire and deserve an optimal schooling experience.

Regardless of the final revenue forecast, I am confident that we will be able to provide them with that so long as we continue to move forward together, as we always do, as one district, one community, one Lowell." Ms. Turner, Chief Financial Officer then proceeded to discuss the budget with the Committee page by page.

Mr. Hoey made a motion to approve providing a 1/12th budget for the month of July 2020 for fiscal year 2021; seconded by Ms. Martin. 7 yeas APPROVED

7. REPORTS OF THE SUPERINTENDENT

7.1. COVID-19 Update

Ms. Phillips, Equity and Engagement Officer provided a report to the Committee that spoke about the following:

- Close of School Year
- Central Office Re-Opening
- Graduation
- Summer Programs
- Meal Service
- New School Year Planning
- Online Registration
- Contact Information

Ms. Clark made a motion to accept the following Report of the Superintendent 7.1 as a report of progress; seconded by Mr. Dillon. 7 yeas APPROVED

8. NEW BUSINESS

8.1. Budget Transfer

Fund	Organizational ID	Object	DESE	Amount Requested	Source of Additional Funding***			DESE	Amount (transfers only)
0010	96047103	512960	4110	0.01	0010	99320116	577615	3300	(1,575,547.53)
0010	91547103	512960	4110	0.01	0010	99348012	577615	3300	(1,600,000.00)
0010	94047103	512960	4110	0.02	0010	99341233	520703	1400	(2,721.07)
0010	98941103	512102	2200	0.03	0010	99320106	512925	2300	(5,221.45)
0010	92547103	512960	4110	0.04	0010	91510106	512958	2300	(8,691.75)
0010	99032003	512903	2600	0.24	0010	98010106	512958	2300	(5,341.00)
0010	99312606	577615	2300	0.29	0010	98810606	512958	2300	(3,524.00)
0010	95041103	512101	2200	13.10	0010	95410106	512958	2300	(983.24)
0010	99030502	512122	3520	15.92	0010	93010106	512958	2300	(319.84)
0010	99010708	512112	2100	130.84	0010	92047103	512960	4110	(8,953.56)
0010	99347103	513101	4000	135.00	0010	95047103	512960	4110	(5,239.29)
0010	92710103	512958	2300	165.00	0010	99041403	512915	4000	(19,700.51)
0010	99028004	512903	2300	375.00	0010	98310606	512903	2300	(39,804.69)

0010	98710609	512903	2300	406.12	0010	93610106	512903	2300	(28,396.72)
0010	98710603	512903	2300	406.90	0010	99010719	512903	2300	(18,303.70)
0010	99339004	512142	3100	569.82	0010	99010709	512903	2300	(14,831.37)
0010	99340303	563601	5200	604.00	0010	91210103	512903	2300	(13,626.90)
0010	98710619	512903	2300	668.10	0010	98311503	512903	2300	(9,860.25)
0010	99341206	512149	1200	702.71	0010	98510603	512903	2300	(9,273.40)
0010	99341206	512147	1200	741.35	0010	91813003	512903	2300	(7,810.15)
0010	99341206	512148	1200	741.35	0010	94010803	512903	2300	(6,248.12)
0010	99341212	570701	1200	782.97	0010	92010103	512903	2300	(4,522.42)
0010	98010903	512903	2300	796.47	0010	99011506	512903	2300	(3,654.00)
0010	91941103	512902	2200	845.34	0010	92712903	512903	2300	(2,938.49)
0010	93041103	512902	2200	845.34	0010	99011606	512903	2300	(2,535.33)
0010	91241103	512902	2200	854.39	0010	91510803	512903	2300	(2,414.48)
0010	95541103	512902	2200	854.39	0010	95010103	512903	2300	(1,732.00)
0010	98941103	512101	2200	956.40	0010	98810603	512903	2300	(1,731.40)
0010	91210106	512903	2300	999.84	0010	98813003	512903	2300	(1,597.32)
0010	99031003	512115	3500	1,064.32	0010	99013403	512903	2300	(992.88)
0010	98941103	512902	2200	1,176.96	0010	98412603	512903	2300	(866.30)
0010	99328105	530002	3300	1,250.00	0010	98410606	512903	2300	(866.05)
0010	99036003	512103	2500	1,402.04	0010	94010106	512903	2300	(865.70)
0010	94041103	512902	2200	1,690.68	0010	98912003	512903	2300	(865.70)
0010	93641103	512902	2200	1,708.80	0010	98612003	512903	2300	(865.70)
0010	95041103	512902	2200	1,708.80	0010	97510103	512903	2300	(865.70)
0010	99010712	512958	2300	1,783.56	0010	99012006	512903	2300	(865.70)
0010	98910603	512903	2300	1,842.96	0010	90110106	512903	2300	(821.08)
0010	93510106	512903	2300	1,842.96	0010	99212003	512903	2300	(821.08)

0010	99325003	512134	2300	1,842.96	0010	98610603	512903	2300	(820.92)
0010	93547103	512960	4110	2,242.23	0010	99013106	512903	2300	(662.56)
0010	93012903	512903	2300	2,550.00	0010	98410603	512903	2300	(662.28)
0010	92541105	512902	2200	2,563.21	0010	98711003	512903	2300	(661.92)
0010	92741103	512902	2200	2,590.44	0010	93612803	512903	2300	(661.92)
0010	95441103	512902	2200	2,590.47	0010	98312003	512903	2300	(661.92)
0010	97541103	512902	2200	2,590.47	0010	98510606	512903	2300	(553.85)
0010	90241103	512902	2200	2,634.84	0010	98310103	512903	2300	(501.37)
0010	92041103	512102	2200	2,768.48	0010	90212803	512903	2300	(100.00)
0010	91541103	512902	2200	2,863.55	0010	99347103	512906	4000	(1,430.77)
0010	91810103	512903	2300	3,000.00	0010	99310301	512907	5100	(28,151.00)
0010	99247103	512960	4110	3,323.56	0010	99341403	512910	3100	(10,019.67)
0010	99341215	512920	1400	5,272.10	0010	99010707	512914	2100	(4,911.04)
0010	93047103	512960	4110	5,302.53	0010	99320106	512137	2300	(2,208.40)
0010	95547103	512960	4110	6,113.96	0010	99341232	512140	1400	(2,106.94)
0010	98647103	512960	4110	6,239.92	0010	99341215	512143	1400	(1,708.51)
0010	99041103	512902	2200	6,880.65	0010	99341215	512150	1400	(1,446.15)
0010	98310606	512958	2300	7,076.70	0010	99341230	512151	1400	(1,858.47)
0010	98547103	512960	4110	7,331.14	0010	99341230	512152	1400	(980.77)
0010	97547103	512960	4110	7,560.81	0010	99310008	512155	2350	(3,269.24)
0010	93610103	512958	2300	8,112.30	0010	99339004	512157	3100	(1,076.92)
0010	99324103	512131	2300	8,649.55	0010	99347103	512158	4000	(1,269.23)
0010	91510107	512301	2300	8,880.00	0010	99300004	512159	2100	(2,024.15)
0010	93610103	512903	2300	9,509.06	0010	99311203	512120	2450	(1,633.52)
0010	99035006	512902	2700	9,539.31	0010	99310451	512135	2800	(16,320.74)
0010	99310103	512401	2300	9,675.00	0010	99228103	512135	2800	(7,294.48)

0010	93647103	512960	4110	9,976.92	0010	98841103	512101	2200	(1,321.80)
0010	93610106	512958	2300	10,011.20	0010	93041103	512101	2200	(724.42)
0010	92747103	512960	4110	11,438.92	0010	93641103	512101	2200	(707.31)
0010	98447103	512960	4110	11,790.38	0010	98441103	512101	2200	(689.91)
0010	99320106	512104	2300	12,502.87	0010	96041109	512101	2200	(676.28)
0010	91247103	512960	4110	12,585.34	0010	97541103	512101	2200	(642.06)
0010	90247103	512960	4110	12,679.79	0010	98041103	512101	2200	(640.32)
0010	98347103	512960	4110	12,830.61	0010	98341103	512101	2200	(535.34)
0010	98847103	512960	4110	13,145.54	0010	94041103	512101	2200	(522.87)
0010	98947103	512960	4110	13,441.66	0010	98641103	512101	2200	(511.85)
0010	98747103	512960	4110	13,740.06	0010	98841103	512102	2200	(0.03)
0010	99310450	512135	2800	14,498.89	0010	99335551	512104	2800	(533.95)
0010	91510103	512903	2300	14,500.55	0010	99035003	512105	2700	(12,362.45)
0010	99047103	512960	4000	14,595.05	0010	99300004	512110	2100	(36,935.59)
0010	90147103	512960	4110	14,673.60	0010	99012806	512110	2300	(450.00)
0010	98310903	512903	2300	26,900.77	0010	99210609	512110	2100	(329.15)
0010	99010712	512903	2300	36,367.35	0010	92510603	512110	2000	(319.29)
0010	99311204	541000	2450	288,372.75					
0010	99320115	575333	2300	2,855,281.69					
	Budget Adjustment - Shifting funds to expend the budget			3,565,119.24					(3,565,119.24)

Ms. Doherty made a motion to approve the budget transfer of $3,565,119.24; seconded by Ms. Martin
7 yeas APPROVED

9. ADJOURNMENT

Ms. Clark made a motion to adjourn at 8:00 p.m.; seconded by Mr. Dillon. 7 yeas APPROVED

Respectfully submitted,

Joel D. Boyd, Ed.D., Superintendent and
Secretary to the Lowell School Committee

JDB/mes

LOWELL SCHOOL COMMITTEE

REGULAR MEETING MINUTES

Date: June 3, 2020
Time: 5:30PM
Location: Join Zoom Meeting

https://zoom.us/j/96221303507?pwd=T3FTbjNwVHFGZTl5M0xWWmxEUWZXQT09

Meeting ID: 962 2130 3507

Password: Executive

1. SALUTE TO FLAG

2. ROLL CALL

On a roll call at 5:36 p.m., all members were present, namely: Ms. Clark, Mr. Descoteaux, Mr. Dillon, Ms. Doherty, Mr. Hoey, Mayor Leahy and Ms. Martin.

3. SPECIAL ORDER OF BUSINESS

3.1. Remote Participation: This Meeting Is Being Held Remotely In Accordance With The Governor Of Massachusetts' March 12, 2020 Order Suspending Certain Provisions Of The Open Meeting Law G.L. C. 30A, Section 20.

Mayor Leahy read to the public that this meeting was being held remotely in accordance with the Governor of Massachusetts' March 12, 2020 order suspending certain provisions of the Open Meeting Law G.L.C. 30A, Section 20.

3.2. An Executive Session May Be Called To Discuss Collective Bargaining, Strategies and/or Possible Litigation Under Open Meeting Law, Chapter 30A, Section 21 (A) (B), 2, 3 Of The Commonwealth Of Massachusetts General Laws. Open Meeting Discussion May Have A Detrimental Effect On The Bargaining Or Litigating Position Of The Public Body.

4. EXECUTIVE SESSION

4.1. Items:

1. Update on negotiations with non-unionized personnel with expiring contracts.
2. Update on negotiations for successor MOA to sustain cafeteria operations.
3. LSAA: Collective Bargaining- update on negotiations and review of proposals, plans and policy over next several months.
4. UTL: Collective Bargaining- update on negotiations and review of proposals, plans, and policy over next several months.

Mr. Dillon made a motion to recess at 5:39 p.m. and to enter into Executive Session for the purpose of discussing Collective Bargaining, Strategies and/or Possible Litigation Under Open Meeting Law, Chapter 30A, Section 21 (A) (B), 2, 3 Of The Commonwealth Of Massachusetts General Laws related to: update on negotiations with non-unionized personnel with expiring contracts, update on negotiations for successor MOA to sustain cafeteria operations, LSAA Collective Bargaining- update on negotiations and review of proposals, plans and policy over next several months and UTL Collective Bargaining- update on negotiations and review of proposals, plans, and policy over next several months, of which open meeting discussion may have a detrimental effect on the bargaining or litigating position of the public body, and to adjourn from Executive Session; seconded by Ms. Clark. 6 yeas, 1 nay (Mr. Hoey) APPROVED

5. ADJOURNMENT

Mr. Dillon made a motion to recess at 5:39 p.m.; seconded by Ms. Clark. 6 yeas, 1 nay (Mr. Hoey) APPROVED

Respectfully submitted,

Joel D. Boyd, Ed.D., Superintendent and
Secretary to the Lowell School Committee

JDB/mes

LOWELL SCHOOL COMMITTEE

REGULAR MEETING MINUTES

Date: June 8, 2020
Time: 6:00PM
Location: City Council Chamber, 375 Merrimack Street, 2nd Floor, Lowell, MA 01852

1. SALUTE TO FLAG

2. ROLL CALL

On a roll call at 6:04 p.m., all members were present, namely: Mr. Dillon, Ms. Doherty, Mr. Hoey, Mayor Leahy, Ms. Martin, Ms. Clark and Mr. Descoteaux.

3. SPECIAL ORDER OF BUSINESS

3.1. FY21 Budget Public Hearing

Superintendent Boyd addressed the Committee again reiterating the district's financial uncertainty due to the lack of information we have received from the State.

Mayor Leahy opened the public participation portion of the meeting. The following people registered and spoke about the FY 2021 Budget:

- Gen Parasole
- Patty Clark
- Art Santos
- Elkin Montoya
- Mary Tauras (Mayor read an email for email from her)

Ms. Martin made a motion to start the process for the FY21 Budget line by line; seconded by Ms. Doherty. 5 yeas, 2 nays (Mr. Hoey, Mr. Descoteaux) APPROVED

Ms. Doherty made a motion to vote for the Action of Necessity, because the School Committee will be voting for their own-bottom line figure; seconded Ms. Martin. 7 yeas APPROVED

Page 1
1110: School Committee
Total amount for approval $103,290

Ms. Martin made a motion to reduce the School Committee line by $6,000 (School Committee salary line) and to move the money into the Suspense Account; seconded by Mr. Hoey. 6 yeas, 1 nay (Mr. Dillon) APPROVED

Ms. Doherty made a motion to approve the bottom-line figure of $97,290; seconded by Mr. Hoey. 7 yeas APPROVED

Page 2
1200: Superintendent $1,701,760

Mayor Leahy made a motion to reduce the Superintendent line by $183,000 (Superintendent's Personnel and Contracted Services) and to move the money into the Suspense Account; seconded by Ms. Doherty. 5 yeas, 2 nays (Ms. Clark, Mr. Descoteaux) APPROVED

Ms. Doherty made a motion to approve the bottom-line figure of $1,518,760; seconded by Mayor Leahy. 5 yeas, 2 nays (Ms. Clark, Mr. Descoteaux) APPROVED

Page 3
1400: Finance and Administrative Services $2,499,056

Ms. Martin made a motion to reduce the Finance and Administrative Services line by $45,000 (Counsel for Collective Bargaining) and to move the money into the Suspense Account; seconded by Ms. Doherty. 4 yeas, 3 nays (Mr. Hoey, Ms. Clark, Mr. Descoteaux) APPROVED

Ms. Doherty made a motion to approve the bottom-line figure of $2,454,056; seconded by Ms. Martin. 4 yeas, 3 nays (Mr. Hoey, Ms. Clark, Mr. Descoteaux) APPROVED

Page 4
1410: Finance & Operations $847,228

Ms. Doherty made a motion to approve the bottom-line figure of $847,228; seconded by Mr. Dillon. 7 yeas APPROVED

Page 5
2110: Instructional Leadership $1,724,530

Mr. Dillon made a motion to approve the bottom-line figure of $1,724,530; seconded by Mr. Hoey. 7 yeas APPROVED

Page 6

2200: Principals/School Leadership $8,493,040

Ms. Doherty made a motion to ask the Superintendent to explore all potential cost-saving measures including, but not limited to furloughs and freezing increases for union, unaffiliated and contract employees; seconded by Ms. Martin. 3 yeas, 4 nays (Mr. Dillon, Mr. Hoey, Ms. Clark, Mr. Descoteaux) FAILS

Ms. Clark made a motion to approve the bottom-line figure of $8,493,040; seconded by Mr. Descoteaux. 7 yeas APPROVED

Page 7

2305: Personnel Classroom Teachers $88,324,488

Ms. Doherty made a motion to approve the bottom-line figure of $88,324,488; seconded by Mr. Descoteaux. 7 yeas APPROVED

Page 8

2305: Medical/Therapeutic Services $21,297,332

Ms. Doherty made a motion to approve the bottom-line figure of $21,297,332; seconded by Mr. Dillon. 7 yeas APPROVED

Page 9

2352: Coaching Curriculum Support $2,201,395

Ms. Doherty made a motion to approve the bottom-line figure of $2,201,395; seconded by Mr. Dillon. 7 yeas APPROVED

Page 10

2410: Non-Personnel Textbooks $2,282,600

Mr. Dillon made a motion to approve the bottom-line figure of $2,282,600; seconded by Ms. Clark. 7 yeas APPROVED

Page 11

2710: Guidance Counselors $7,992,830

Mr. Descoteaux made a motion to approve the bottom-line figure of $7,992,830; seconded by Mr. Dillon. 7 yeas APPROVED

Page 12

3100: Attendance and Parent Liaison Services $1,479,471

Ms. Martin made a motion to reduce the Attendance and Parent Liaison Services line by $148,000 (a Student Support Specialist and Parent Liaison) and to move the money into the Suspense Account; seconded by Ms. Doherty. 3 yeas, 4 nays (Mr. Dillon, Mr. Hoey, Ms. Clark, Mr. Descoteaux) FAILS

Mr. Hoey made a motion to approve the bottom-line figure of $1,479,471; seconded by Ms. Doherty. 6 yeas, 1 nay (Ms. Doherty) APPROVED

Page 13

3300: Transportation $11,794,256

Ms. Doherty made a motion to approve the bottom-line figure of $11,794,256; seconded by Mr. Dillon. 7 yeas APPROVED

Page 14

3500: Athletics & Student Activities $1,531,972

Mayor Leahy made a motion to have the Superintendent explore making some changes in the Athletic Director's position; seconded by Mr. Dillon. 6 yeas, 1 nay (Ms. Doherty) APPROVED

Mr. Dillon made a motion to approve the bottom-line figure of $1,531,972; seconded by Mr. Hoey. 7 yeas APPROVED

Page 15

4000: Custodial & Security Services $5,960,270

Ms. Doherty made a motion to approve the bottom-line figure of $5,960,270; seconded by Ms. Martin. 7 yeas APPROVED

Page 16

5100/5200: Employee Benefits & Retirements $19,106,886

Ms. Martin made a motion to approve the bottom-line figure of $19,106,886; seconded by Mr. Descoteaux. 7 yeas APPROVED

Page 16

5350: Rental of Buildings **$702,075**

Mr. Dillon made a motion to approve the bottom-line figure of $702,075; seconded by Ms. Clark. 7 yeas APPROVED

Page 17

7000: Capital Outlay **$225,000**

Ms. Doherty made a motion to approve the bottom-line figure of $225,000; seconded by Mr. Dillon. 7 yeas APPROVED

Page 18

9000: Out of District Budget **$5,300,000**

Ms. Clark made a motion to approve the bottom-line figure of $5,300,000; seconded by Mr. Descoteaux. 7 yeas APPROVED

Suspense Account **$0**

Ms. Martin made a motion to approve the bottom-line figure of $234,000; seconded by Ms. Doherty. 7 yeas APPROVED

Ms. Martin made a motion to accept the FY21 Budget as a report of progress; seconded by Ms. Doherty. 7 yeas APPROVED

4. NEW BUSINESS

4.1. FY21 Budget Session and Adoption of 1/12 Budget

Ms. Doherty made a motion to approve adoption of a 1/12 Budget in the amount of $14,948,595; seconded by Mr. Hoey. 7 yeas APPROVED

5. ADJOURNMENT

Mr. Dillon made a motion to adjourn at 9:12 p.m.; seconded by Ms. Doherty. 7 yeas APPROVED

Respectfully submitted,

Joel D. Boyd, Ed.D., Superintendent and
Secretary to the Lowell School Committee

JDB/mes

LOWELL SCHOOL COMMITTEE

SPECIAL MEETING MINUTES

Date: June 11, 2020
Time: 6:30PM
Location: Join Zoom Meeting

https://zoom.us/j/98343565408?pwd=Z1hEemowY1VFemg2eDhzeTZFRyt4Zz09

Meeting ID: 983 4356 5408

Password: 3ThEwz

1. SALUTE TO FLAG

2. ROLL CALL

On a roll call at 6:35 p.m., members present were, namely: Mr. Hoey, Mayor Leahy Ms. Martin, Ms. Clark, Mr. Descoteaux and Mr. Dillon. Ms. Doherty was absent.

Mr. Baldwin, Assistant City Manager/Chief Financial Officer was also present.

3. SPECIAL ORDER OF BUSINESS

3.1. Remote Participation: This meeting is being held remotely in accordance with the Governor of Massachusetts' March 12, 2020 orders suspending certain provisions of the open meeting law G.L. C. 30A, Section 20.

Mayor Leahy read to the public that this meeting was being held remotely in accordance with the Governor of Massachusetts' March 12, 2020 order suspending certain provisions of the Open Meeting Law G.L.C. 30A, Section 20.

3.2. An Executive Session May Be Called To Discuss Collective Bargaining, Strategies And/Or Possible Litigation Under Open Meeting Law, Chapter 30A, Section 21 (A) (B), 2, 3 Of The Commonwealth Of Massachusetts General Laws. Open Meeting Discussion May Have A Detrimental Effect On The Bargaining or Litigating Position of the Public Body.

4. EXECUTIVE SESSION

4.1. Items:

1. LSAA: Collective Bargaining- update on negotiations, review of proposals and strategies, and review of bargaining approaches related to various cost saving proposals.
2. UTL: Collective Bargaining- update on negotiations, review of proposals and strategies, and review of bargaining approaches related to various cost saving proposals.

Mr. Descoteaux made a motion to recess at 6:36 p.m. and to enter into Executive Session for the purpose of discussing Collective Bargaining, Strategies and/or Possible Litigation Under Open Meeting Law, Chapter 30A, Section 21 (A) (B), 2, 3 Of The Commonwealth Of Massachusetts General Laws related to: LSAA: Collective Bargaining update on negotiations, review of proposals and strategies, and review of bargaining approaches related to various cost saving proposals and UTL: Collective Bargaining-update on negotiations, review of proposals and strategies, and review of bargaining approaches related to various cost saving proposals, of which open meeting discussion may have a detrimental effect on the bargaining or litigating position of the public body, and to adjourn from Executive Session; seconded by Mr. Dillon. 6 yeas, 1 absent (Ms. Doherty) APPROVED

5. ADJOURNMENT

Mr. Descoteaux made a motion to recess at 5:39 p.m.; seconded by Mr. Dillon. 6 yeas, 1 absent (Ms. Doherty) APPROVED

Respectfully submitted,

Joel D. Boyd, Ed.D., Superintendent and
Secretary to the Lowell School Committee

JDB/mes

Lowell Public Schools

Districtwide Budget Update

June 17, 2020

Agenda

- Revenue Forecast
- Approach to Cost Savings
- Strategic Steps Taken
- Scenario Based Planning
- Current Scenarios
- Potential for Future Reductions
- Next Steps
- Timeline
- Questions

LOWELL
PUBLIC SCHOOLS

Revenue Forecast

- **There has been no additional budget information provided by the state since the Governor's initial proposal in January (prior to the COVID-19 economic shutdown).**

- **Since that time, we have been notified by various official outlets including DESE that the Governor's initial projection is no longer valid. The House and Senate will be working jointly to develop a new revenue forecast for the state budget.**

- **Current forecasts have the state losing more than $6 billion in revenue in FY21 due to the pandemic.**

- **The state received federal stimulus money in May. Of that amount, Lowell Public Schools is eligible to receive $4.1 million which can be applied toward FY21 expenses**

Approach to Cost Savings

Two management pillars:

- **Operate transparently and responsibly, ensuring a seamless flow of information and extreme fiscal prudence in decision making without creating unnecessary chaos within the community.**
- **Maintain maximum flexibility for any possibility of revenue and any requirement of programming in FY21 while we await final state mandates and concrete revenue information.**

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Strategic Steps Taken to Date

- All employee groups were notified of potential reductions in force in accordance with contractual timelines
- Districtwide hiring freeze was enacted in April resulting in flexibility in reductions of more than 50 positions.
- Transportation vendors were notified of the district's intent to enact a contractual provision halting payments during the closure period, resulting in approximately $4 million in savings
- Curriculum materials and technology were pre-purchased utilizing savings in FY20 to offset over $3 million of FY21 supply costs
- Revolving accounts were replenished in FY20 enabling more than $1 million in additional offsets to fixed costs in FY21, including special education out of district tuition
- Federal ESSER/Cares Act application will be submitted by June 30 with allowable recurring salary expenses which offset operational costs in FY21 at more than $4 million
- Central Office administrators were notified of potential reductions in force including specific positions totaling more than $1 million
- Multiple budget possibilities have been developed and shared publicly since April which contemplate different revenue scenarios to prepare the district in advance of the state's budget adoption (the most recent scenario of level funding was shared with School Committee on 6/3 and 6/8)
- A 1/12th budget for the month of July 2020 was adopted by the School Committee on 6/8/20

Scenario Based Planning

- Theory of Action vs. Theory in Use
- Core Beliefs and Fundamental Commitments
- Family and community voice

Budget adjustments are always contemplated based on plausible scenarios of revenue which in totality honor the voices of the community, remain true to our core beliefs, deliver on our fundamental commitments and continue to operationalize year 1 of the strategic plan, ensuring that good teaching happens for every child, every day.

To date, we have built out multiple scenarios including:

- **Governor's initial proposed revenue (+ $13,431,181)**
- **Level Service budget (- $6,715,590 from original)**
- **Level Funded budget (- $13,431,181 from original PLUS $4.1 million of ESSER/Cares Act funds)**
- **5% Reduction from current year (- $18.6 million PLUS $4.1 million of ESSER/Cares Act funds)**

Potential for Future Reductions

- Pre-purchase supplies/technology to offset FY21 (approximately $3million)
- Replenish revolving accounts to offset FY21 out of district costs ($1 million)
- Reduce administrative headcount ($1 million)
- ESSER/Cares Act funds to offset FY21 costs ($4.1 million)
- Facility Lease termination ($420,000)
- Further reduction to school site budgets (up to $3.6 million)
- Districtwide furloughs (up to $1.8 millon)
- Districtwide pay freeze (up to $4 million)
- Program realignment (up to $2 million PENDING FURTHER ANALYSIS)
- Reduction in Force

What are our next steps?

- Run the Fair Student Funding algorithm to redo the school site budgets to make reductions in equitable manner
- Have the school site councils work to make such cuts as a team
- Prepare and submit the ESSER/Cares Act application before June 30
- Pre-purchase supplies
- Run projections to strategically utilize as much of FY20 savings as possible to offset FY21

Timeline

- Close out current year purchase orders
- Complete year end transfers
- Complete ESSER/Cares Act application and submit prior to June 30
- Close out FY20 budget year
- Grant applications
- July 1 – start with 1/12 th budget
- July SC meeting – potentially vote on August 1/12th budget
- HOPEFULLY, receive revenue figures from the state
- Update the budget to reflect state revenue figures
- Schedule a Finance Subcommittee meeting to present updated budget
- Finalize and approve updated budget

Questions

- Is there any additional information that would be helpful to the Committee?
- Are there additional analyses the Committee would like us to consider?
- Are there additional planning steps between now and final budget adoption that the Committee would like us to take?

Lowell Public Schools

Return to School Task Force Mid-Phase 1 Report

June 17, 2020

LOWELL
PUBLIC SCHOOLS

Developing a Framework for 3 Different Scenarios

- **Full, In Person** Teaching & Learning
- **Hybrid** Teaching & Learning
- **Remote** Teaching & Learning

Task Force Phase 1 Objectives

- Discuss and make general recommendations for further planning in the following categories:
  - Teaching & Learning
  - Operations & Safety
  - Human Resources
  - Financial Implications
  - Addressing the Needs of Students
  - Community Impacts
  - Extra-Curriculars
- Seek input from the LPS community to develop a strong, cohesive, efficient framework for more specific planning in Phase 2

Task Force Phase 1 Timeline

June 2	Launch of Task Force
June 2-15	Subgroup Meetings
June 15	Expected DESE Guidance
June 17	Report of Progress to School Committee and Public
June 17-25	Continued Subgroup Meetings to incorporate DESE guidance and discuss feedback from advisors
June 25-30	Finalize scenario recommendations and questions for further analysis in Phase 2

Full, In Person Subgroup

Leader: Wendy Crocker-Roberge, Pyne Arts Principal

Members:

Meredith Kay, Bailey & Daley Parent

Maria Perez, McAuliffe & Robinson Parent

Haley King, McAuliffe Teacher

Kerryann Coppinger, Shaughnessy Teacher

Molly Kelly-Muon, UTL Middle School VP

Anabel DaSilva, Sullivan Teacher

Jeff Gwaizda, Mathematics Coordinator

Christine Adams, Adie Day School Coordinator

Art Santos, Technology Integration Specialist

Carl DeRubeis, Robinson Asst. Principal

Full, In Person Scenario Planning

Progress to Date

- Subgroups within the committee have studied various school and corporate reopening plans, analyzed guidance from DESE, and queried our networks of colleagues and parents to understand the range of needs and concerns
- An 18-page working draft document has been created to synthesize the recommendations for what a safe reopening will involve
- Efforts to mitigate virus transmission will be balanced with educational best practices to create a “new normal” for In-Person learning

Full, In Person Scenario Planning

Questions for Further Discussion

At what point does it become feasible to return to school fully, In Person?

- Rate of virus transmission in state
- Financial cost of PPE and risk mitigation practices vs. budgeted resources
- Ability to obtain PPE and install other risk mitigation tools by the start of the 2020-2021 school year
- Ability to implement instructional best practices with reasonable fidelity in classrooms
- Willingness of entire school community to resume fully, In person

Hybrid Subgroup

Leader: Liam Skinner, Daley Principal

Members:

Beth Gaspar, Lincoln & Daley Parent

Vuoch Sabandith, Reilly & Sullivan Parent

Lisa Hogan, Cardinal Teacher

Tricia Pappathan, Moody Teacher

Rachel Crawford, Bartlett Teacher

Christina Pappalardo, Butler Teacher

Melissa Newell, ELA Coordinator

Michael Lovato, Special Education Director

Vero Roberts, Technology Integration Specialist

Colleen Parrington, Washington Teacher

Recorder: Ann Whitney

Hybrid Scenario Planning

Progress to Date

- Use a Week A, Week B schedule: Some students attend school in person while others engage in remote learning; these groups switch each week.
- Chunk curriculum into smaller units. Flexibility to teach new learning in schools with reinforcement/projects/application during remote learning or to teach new learning virtually via recorded lessons with reinforcement/practice/collaboration happening in schools based on content area and standards.
- Facilitate synchronous activities between in-person and remote learners groups.

Hybrid Scenario Planning

Questions for Further Discussion

- How will support staff (paras and tutors) support this model?
- How can we reduce transportation costs and health risks in the hybrid model through school assignments, number of days, walking mileage, and/or route design?
- To what extent might we differentiate for different groups: For example, allow students who are less independent (K – 2) to be in school full-time while more independent students (grades 10 – 12) remote learn?

Remote Subgroup

Leader: Matt Stahl, Wang Principal

Members:

Zeilika Henry, Murkland Parent

Nancy Gomez, Laura Lee & Washington Parent

Beth Welch, Reilly Teacher

Cheryl Pollard, Stoklosa Teacher

Susan Uvanni, UTL Elementary VP

Kerien Driscoll, STEM Academy Teacher

Elaine Santelmann, Science Coordinator

David Anderson, McAuliffe Principal

Kara Wilkins, Technology Integration Specialist

Donna Maluccio, Asst. Special Education Director

Remote Scenario Planning

Progress to Date

- Consistent K-4 and 5-8 student schedules (samples developed by subgroup) to ensure time on learning
- Consistent instructional technology platforms, such as SeeSaw for early childhood and Google Classroom for Gr. 3-8
- Consistent curriculum pushed out from the district curriculum office, with support from literacy and instructional specialists
- Continued LPS “library” of successful remote learning lessons and projects
- Professional development for new platforms

Remote Scenario Planning

Questions for Further Discussion

- What are the most cost-effective options for online programs and curricula? What do we already own? What do we need to fill gaps?
- What is the best way to support parents/guardians/child care providers during remote learning?
- Will we be able to utilize our staff flexibly within this Remote Learning model?
- How will we assess students' independent levels during Remote Learning?

Lowell High School Scenario Planning Timeline

June 5	Survey to Faculty Regarding Fall Planning
June 9	Created Subgroups from the 43 Faculty Volunteers and School Site Council Parent Members
June 10	District Planning and Coordination with K-8 Subgroups
June 16	Commencement of LHS Subgroups
June 17-25	Continued Subgroup Meetings to incorporate DESE guidance and discuss feedback from advisors
June 25-30	Finalize scenario recommendations and questions for further analysis in Phase 2

Lowell High School Scenario Planning

Convener:
Roxane Howe

Full, In Person	Hybrid	Remote
Angela Lawler Brennan	Stephanie Selvaggio	Libby Often
Michael Winslow	Scott Ouellet	Barbara Beaton
Nate Kraft	Amanda Perrin	Robin Boots
Amanda Ernst	Cailin Stearns	Gina Martel
Alison Montemurro	Robert DeLossa	Stephen Gervais
Margaret Kennedy	Bopha Boutselis	Thomas Heywosz
Patricia Adams	Emily Steinberg	Deanna Stanford
Charles Bolianites	Sharon Bisantz	Marcia Fernsten
Meghan Tesini	Allyson Carbone	Ari Sullivan
Boyd Bertrand	Wayne Taylor	Tricia Gabor
Jessica Daviso	Suzanne Riley	Malinda Pires
Colleen Winn	Megan O'Loughlin (CA)	Amy Woo
María Vejar	Sherley Blood Thom	Donna Newcomb
Dorian Popescu	Stacy Nelson--parent	Jaya Sinha
Kathy Doughty--parent		Liz Gilrealth--parent

Next Steps

- Refine and translate Family Survey
- Include expected DESE guidance
- Align scenario plans
  - Vertically PreK-12
  - Elements across Full, In Person, Hybrid/Blended, and Remote
- Prepare Phase 1 Recommendations and Questions
- Shift to Phase 2

LOWELL PUBLIC SCHOOLS
Henry J. Mroz Central Office
155 Merrimack Street
Lowell, MA 01852

Tel: 978-674-4325
Fax: 978-937-2143

Personnel Report

TO: Dr. Joel Boyd, Superintendent of Schools

FROM: James Hall, Chief Operating Officer

DATE: June 10, 2020

RE: <u>Personnel Report – June 15, 2020</u>

The Personnel Office is hereby officially informing members of the Lowell School Committee of retirements, resignations, promotions and new hires. Thank you for sharing this report as part of the official record.

dj

I. ***RETIREMENTS***

Billie Casey (34 yrs) Lowell, MA 01851	Administrative Assistant Special Education Department Effective Date: July 4, 2020
Patricia Donnelly v (22 yrs) Lowell, MA 01854	Paraprofessional Pawtucketville Memorial Prek-4 School Effective Date: March 18, 2020
William Florence (10 yrs) Lowell, MA 01852	Classroom Teacher Butler Middle School Effective Date: July 5, 2020
Eric Gordon (31 yrs) Nashua, NH 03064	Custodian Moody School Effective Date: July 31, 2020
David Keefe (29 yrs) Lowell, MA 01850	Music Teacher Butler Middle School Effective Date: June 30, 2020
Mary Lou Lapointe (20 yrs) Dunstable, MA 01827	Administrative Assistant Special Education Department Effective Date: August 21, 2020
Ingrid Markman (29 yrs) Hollis, NH 03049	Coordinator for School Safety Safety and Security Effective Date: June 20, 2020
Patricia Morris (18 yrs) Lowell, MA 01854	Paraprofessional Morey Elementary School Effective Date: June 15, 2020
Patricia Neary (35 yrs) Lowell, MA 01852	Social Studies Teacher Wang Middle School Effective Date: September 1, 2020
Cynthia Robtoy (33 yrs) Stow, MA 01775	Social Worker Stoklosa Middle School Effective Date: June 30, 2020
Gina Stewart (8 yrs) N. Chelmsford, MA 01863	Paraprofessional Lowell High School Effective Date: February 28, 2020
Paula Sevigny (22 yrs) Dracut, MA 01826	Paraprofessional Pyne/Arts Prek-8 School Effective Date: October 16, 2020
Lisa Walsh (35 yrs) Lowell, MA 01852	Classroom Teacher Reilly Elementary School Effective Date: September 20, 2020

II. RESIGNATIONS

Tyler Bedford Boston, MA 02128	English Language Learner Teacher Rogers STEM Academy Effective Date: June 30, 2020
Edward Foster Andover, MA 01810	Principal Sullivan Middle School Effective Date: June 30, 2020
Taylor Johnson Lowell, MA 01854	English Teacher Robinson Middle School Effective Date: June 30, 2020
Caitlyn Marchino Stoneham, MA 02180	Elementary Teacher Greenhalge Elementary School Effective Date: June 30, 2020
Thomas McNeil Woburn, MA 01801	English Teacher Robinson Middle School Effective Date: June 30, 2020
Tracy Parkhurst Dracut, MA 01826	Elementary Teacher Greenhalge Elementary School Effective Date: June 30, 2020
Laura Plona Revere, MA 02151	Art Teacher Sullivan Middle School Effective Date: June 30, 2020
Mark Rossetti Haverhill, MA 01832	English Teacher Robinson Middle School Effective Date: June 30, 2020
Kristen Schultz Lowell, MA 01852	English Teacher Lowell High School Effective Date: June 30, 2020
David Shaughnessy Windham, NH 03087	Special Education Teacher Lowell High School Effective Date: June 30, 2020
Sarrah Smith Nashua NH 03064	Kindergarten Teacher Lincoln Elementary School Effective Date: June 30, 2020
Eileen St. Laurent Methuen, MA 01844	AFROTC Instructor Lowell High School Effective Date: August 27, 2020

RESIGNATIONS (continued)

Jeffrey Southworth Lowell, MA 01852	Custodian Dr. Janice Adie Day School Effective Date: March 27, 2020
Mark Tibbetts Tewksbury, MA 01876	Early College Specialist Lowell High School Effective Date: June 30, 2020
Chhaya Uong Lowell, MA 01851	Security Guard The Career Academy at Molloy School Effective Date: March 10, 2020
John Valaskatgis Haverhill, MA 01830	Mathematics Teacher Robinson Middle School Effective Date: June 30, 2020
Dennison Wright Marlborough, MA 01752	Mathematics Teacher Robinson Middle School Effective Date: June 30, 2020

III. NEW HIRES AND PROMOTIONS (P=PROMOTION)

Kim Porter (P) Lowell, MA 01852	Special Education Family Advocate Special Education Department Effective Date: April 27, 2020
Thomas Southerton Lowell, MA 01851	Career/Innovations Pathway Specialist Lowell High School Effective Date: April 13, 2020

IV. TEACHERS HIRED FROM THE LIST OF ELIGIBLE TEACHERS

None to report

Lowell Public Schools

REPORT ON STATUS OF OUTSTANDING MOTIONS

Report on Motions: June 17, 2020

ON-GOING REPORTS
Lowell High School Advisory: October 2nd, December 18th, March 18th, May 20th,
Recognize Retirees: Every June
Annual Report on Textbook Purchases: Every August
Quarterly Enrollment Figures: October, January, April and July

OFFICE OF THE SUPERINTENDENT

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
1. SUPT	03/04/20	*Redline Edits to Specify Changes* Request the Superintendent provide contracts, job descriptions, and other documents requiring school committee review (whether for executive session or open meeting) at least 24 hours before the meeting occurs. Also, the documents being reviewed must have redline edits that specify all changes from previous similar-type documents.	Offices of Personnel & Superintendent	Ongoing

REPORT ON STATUS OF OUTSTANDING MOTIONS

OFFICE OF EDUCATIONAL EQUITY & COMMUNITY EMPOWERMENT – CHIEF EQUITY & ENGAGEMENT OFFICER

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
1. CEEO	08/21/19	*Revise Policy School Visits, Social Media & Fundraising* [by Gerard Nutter]: Request policy subcommittee meet with the administration before the two October School committee meetings to review/revise policy on school committee visits, social media, fundraising.	Legislative Affairs	Will be raised for discussion at one of the upcoming Policy Subcommittee meetings that will be held per the availability of the Policy Subcommittee members
2. CEEO	09/04/19	*Review School Assignment Policy* [by Mayor William Samaras and Gerard Nutter]: Administration to review the JCA – School Assignment Policy and provide recommendations especially with regard to siblings and the importance of family along with the student living within the school neighborhood street directory criteria.	Welcome Services/FRC	Closed. School Assignment Policy approved at January 15, 2020 meeting
3. CEEO	09/18/19	*District Wide Recess Policy* [by Gerard Nutter And Andy Descoteaux]: Administration compile a report on the implementation of District Wide Recess Policy to see how it is being followed and consider partnering with Lowell Education Justice Alliance to form a task force for further review and recommendations on recess being taken away as punishment.	Office of Equity & Engagement	Will be discussed further at one of the upcoming Policy Subcommittee meetings that will be held per the availability of the Policy Subcommittee members
4. CEEO	10/02/19	*Training Program for School Site Council* [by Jackie Doherty]: Request the Superintendent collaborates with the Citywide Family Council to develop and implement a training/educational program for School Site Council members in preparation for school-based budgeting in Spring 2020.	Office of Equity & Engagement	**School Site Council Memo** Click link for memo In progress.

REPORT ON STATUS OF OUTSTANDING MOTIONS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
5. CEEO	11/06/19	*Support Citywide Family Council* [by Jackie Doherty]: Request the Superintendent provide the committee with a plan to support the Citywide Family Council efforts to engage parents that includes regular access to school leadership, designated school contacts, assistance in promoting CFC events directly to families, school site councils, advisory councils, and parent-teacher organizations, as well as other suggestions to collaborate with CFC in support of family-school engagement.	Office of Equity & Engagement	Collaborative plan being developed to include strengthening communication and providing leadership workshops/trainings for implementation this school year.
6. CEEO	11/20/19	*Adult Education Graduation Rate* [by Gerard Nutter]: Request Superintendent provides a report on how many Lowell Parents / Adults were enrolled in Adult Education for the last 3 years, how many out of City adults are we educating? Graduation rate of both.	Adult Education Center	Closed. information provided at the December 18th School Committee meeting.
7. CEEO	02/19/20	[by Andy Descoteaux]: Ask the Superintendent to assign the responsibility to someone in the district to maintain a system-wide calendar of events that will be easy to navigate for all of our parents and staff who would attend many of these events if they knew where they could go on our website to find out.	Office of Equity & Engagement – Communications Team	In progress
8. CEEO	02/19/20	*Selection Process on SSC* [by Andy Descoteaux]: Ask the Superintendent to review whether or not some schools had administrative interference in the	Office of Equity & Engagement	In progress

REPORT ON STATUS OF OUTSTANDING MOTIONS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
		selection process of their SSC's. It should involve parents only.		
9. CEEO	02/19/20	*Smore newsletter software* [by Hilary Clark}: Request the Superintendent provide the committee with a report on the feasibility of procuring licenses for the Smore newsletter software for use at every school in the district. Report back should include cost and plan for implementation including training. Smore is currently in use at the Pyne Arts Magnet School, Washington Elementary and Lowell High School. Benefits include translation of newsletter content into 100 languages and tracks engagement.	Office of Equity & Engagement – Communications Team	In progress. LPS purchased licenses for Smore and will begin issuing them to schools this month (May 2020)
10. CEEO	02/19/20	*Funds From Student Opportunity Act* [by Jackie Doherty]: Request the Superintendent develop the spending plan and timeline for informing the committee and engaging the community on how the district will use additional funds generated from the Student Opportunity Act prior to April 1, which is the deadline for submitting to DESE.	Office of Equity & Engagement	In progress

REPORT ON STATUS OF OUTSTANDING MOTIONS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
11. CEEO	02/19/20	<u>*Citywide Family Council Annual Update*</u> [by Jackie Doherty]: *Per December 2018 motion*, request the Superintendent invite leaders from the Citywide Family Council to make their annual presentation updating the school committee on their work to engage families.	Office of Equity and Engagement – Family Engagement Team	In progress
12. CEEO	04/01/20	<u>*United States Census*</u> [By Mayor John Leahy]: Request the Superintendent to update the Committee on district's plan to support the 2020 United States Census.	Office of Equity & Engagement	In Progress
13. CEEO	04/15/20	<u>*Mental Health & SSS, SW Roles*</u> [by Jackie Doherty}: motion to get a report from the administration that outlines the structures in place to support the mental health needs of our students. The report should include the roles of the Student Support Specialists and Social Workers, as well as address the delivery and oversight of mental health supports across the district.	Office of Equity & Engagement & Office of ELearning & Teaching	Will be presented 5/20/20
14. CEEO	05/06/20	[by Andy Descoteaux]: Ask the Superintendent to form a committee tasked to raise funds for the purpose of obtaining enough technology for EVERY child in the LPS.		

REPORT ON STATUS OF OUTSTANDING MOTIONS

OFFICE OF TEACHING & LEARNING – CHIEF OF SCHOOLS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
1. CSO	02/19/20	*Recess & Schools Daily Schedules* [by Andy Descoteaux]: Ask the Superintendent to review whether or not all of our schools (save the High School) have incorporated recess into their daily schedules.	CSO	Completed 4/1/20
2. CSO	04/15/20	*Remote Learning Policy* [By Connie Martin]: Requesting that the Administration report on the roll out and implementation of the District-wide Remote Learning Policy. The report should include the recommended benchmarks and outcome measures that the district will be using to track both short and long term effectiveness of the existing plan.	CSO	Completed 4/1/20

REPORT ON STATUS OF OUTSTANDING MOTIONS

OFFICE OF TEACHING & LEARNING – CHIEF OF ACADEMICS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
1. CAO	10/16/19	*Learning a Trade at LHS* [by Dominik Lay]: Ask the Superintendent to develop a partnership with the Greater Lowell Technical School to afford students to learn a trade while attending Lowell High School.	Office of Teaching and Learning Chief Academic Officer	Report will be prepared once grant notification from the DESE is received.
2. CAO	10/16/19	*Community Service Requirement* [by Gerard Nutter]: Request LHS Sub-Committee meet to discuss possibility of adding a Community Service Requirement for all grades to count towards Graduation.	LHS Head of Schools	Taskforce will be created to look at the feasibility
3. CAO	12/18/19	*Update on Bullying Policies* [by Andy Descoteaux]: Request the Superintendent to update us on any new policies going forward on bullying.	Office of Teaching & Learning	Referred to Policy Subcommittee
4. CAO	02/19/20	*Opioid Prevention Program* [by Mayor John Leahy]: Request that the Superintendent work with the Fire Department to establish an Opioid Prevention Program at Lowell High School.	Office of Teaching & Learning	Ongoing

REPORT ON STATUS OF OUTSTANDING MOTIONS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
5. CAO	04/15/20	*Student Dropouts* [by Jackie Doherty]: Request the Superintendent provide the committee with a report that examines the factors that may have contributed to tripling the number of student dropouts over the last few years including staff reductions, discontinued actions, or program changes.	Office of Teaching & Learning	Completed 5/20/20
6. CAO	04/15/20	*Mental Health & SSS, SW Roles* [by Jackie Doherty}: motion to get a report from the administration that outlines the structures in place to support the mental health needs of our students. The report should include the roles of the Student Support Specialists and Social Workers, as well as address the delivery and oversight of mental health supports across the district.	Office of Teaching & Learning & Office of Equity & Engagement	Completed 5/20/20
7. CAO	04/15/20	*Athletic Director Responsibilities* [by Michael Dillon Jr.]: Request the Administration provide a report on the position of Athletic Director at Lowell HS including a job description, outline of responsibilities, number of teams/ programs, number of staff, and any other relevant information available.	Office of Teaching & Learning	Completed 5/20/20
8. CAO	05/06/20	*Actual Learning/Beyond Enrichment* [by Andy Descoteaux]: Ask the Superintendent's staff collaborate with our teaching staff to come up with a strategic plan dealing with remote learning that will include actual learning and beyond enrichment. This should be a plan that is revisited every year to update what is potentially available for our teachers and their students.	Office of Teaching & Learning	Completed 5/20/20

REPORT ON STATUS OF OUTSTANDING MOTIONS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
9. CAO	05/06/20	*Remote learning & Snow Days* [by Andy Descoteaux]: Ask the Superintendent to ask DESE if what we can develop as a plan for remote learning could be used to cover snow days; thereby eliminating the need to make up snow days at the end of the year.	Office of Teaching & Learning	Awaiting DESE Guidance
10. CAO	05/20/20	*Creegan TV Studio* [By Michael Dillon Jr.]: Request the Superintendent provide an update on the Creegan TV Studio (staffing, technology capabilities, and usage) for discussion on incorporating online content production into future technology planning.	Office of Teaching & Learning	Will be presenting 06/17/20
11. CAO	05/20/20	Task Force Transition - Next School Year [By Bob Hoey]: In consideration of the stress and issues that students are dealing with because of COVID-19, request the Superintendent initiate a Task Force to look at how to take advantage of all our staff's skills to best transition from this school year to the next school year.	Office of Teaching & Learning	Will be presenting 06/17/20

REPORT ON STATUS OF OUTSTANDING MOTIONS

OFFICE OF FINANCE & OPERATIONS – CHIEF FINANCIAL OFFICER

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
1. CFO	11/06/19	*PEG Funding* [by Gerard Nutter And Andy Descoteaux]: Request School Committee vote to direct ALL PEG funding be used to update TV Studio Equipment and NOT on Personal salaries.	In Progress Dec 2019	Report is in progress/draft
2. CFO	11/06/19	*Status of C.E.P. Program* [by Gerard Nutter]: Request Update from Administration on status of C.E.P. program (Community Eligibility Provision) specifically if Gov't funding will continue/possible cuts and date when we have to reapply.	Draft 11/15/19	Draft Memo Click link for memo Waiting for DESE response
3. CFO	04/01/20	*Expenditures by year* By Bob Hoey]: That the superintendent produce a report by April 1, 2020 meet with the following information charting out spend expenditures by year for the last 15 years (or as far as back as possible) • Number of total special education budget; l Percentage of kids receiving special location services; • Amount of money spent on out of district services; l Percentages of children utilizing out of district services; • Number of employees working in Special Education (please also provide their job descriptions); • Total of number of employees within the district per year.	CFO	In Progress

REPORT ON STATUS OF OUTSTANDING MOTIONS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
4. CFO	04/15/20	*Plan B for the FY21 Budget* [By Mayor John Leahy]: Request that the Superintendent provide the committee with a report showing that the administration is working on a plan B for the FY21 Budget.	CFO April 2020	Ongoing

REPORT ON STATUS OF OUTSTANDING MOTIONS

OFFICE OF FINANCE & OPERATIONS- CHIEF OPERATING OFFICER

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
1. COO	11/06/19	*Collegiate Charter School Hours* [by Gerard Nutter]: Request Update from Administration on plans to alleviate additional transportation cost caused by the change in hours at the Collegiate Charter School of Lowell.	Ongoing Transportation John Descoteaux	Transportation is in contact with CCS to addressing any proposed changes
2. COO	11/06/19	*MSBA School Repairs Update* [by Andy Descoteaux]: Request the Superintendent provides the Committee with an update on the process of MSBA school repairs.	Ongoing Facilities	Meetings occurred @ MSBA on 11/06/19 coordination with City is ongoing
3. COO	12/18/19	*Staff Evaluations* (By Jacqueline Doherty): Request the Superintendent provide the committee with a report on the staffing positions (and number of employees impacted) that were not evaluated or only partially evaluated during the 2018-2019 academic year and the reasons, if known, why those evaluations were not completed. The report also should include whether any positions are not scheduled to be evaluated during the current academic year, and if so, what plans are in place to remedy any challenges going forward.	COO	Ongoing Presented 02/05/20

REPORT ON STATUS OF OUTSTANDING MOTIONS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
4. COO	3/27/20	*S.C. Authority to Act on Contracts* S.C. Authority to Act on Contracts By Bob Hoey: Superintendent to review with Solicitor the School Committee's authority to vote on paying transportation providers and other venders when services could not be performed because of COVID-19 closure of schools.	COO	See memo dated 4/13/20
5. COO	04/01/20	*Empty Judicial Building* By Andy Descoteaux]: Ask the Superintendent to ask the City Manager what the status is of the empty judicial buildings in the city. If they are available for city use, the LPS could use one or two.	COO	Will be Presented 05/20/20
6. COO	05/20/20	*New LHS & Named Areas* [By Bob Hoey]: That the Facilities Subcommittee meet to talk about procedures to name areas of the new Lowell High School and to determine whether current dedications will carry over to the new Lowell High School from the current.		

REPORT ON STATUS OF OUTSTANDING MOTIONS

CITY COUNCIL MOTIONS

LEAD	DATE OF MOTION	MOTION	DEPARTMENT ASSIGNED & EXPECTED COMPLETION DATE	STATUS
3. CSO				

LOWELL PUBLIC SCHOOLS

Office of Assistant Superintendent
155 Merrimack Street
Lowell, Massachusetts 01852

Phone: (978) 674-2020
Fax: (978) 937-7609
E-mail: bturner@lowell.k12.ma.us

To: Joel Boyd, Superintendent
From: Billie Jo Turner, Assistant Superintendent
RE: Response to Motion on Special Ed Spending
Date: June 11, 2020

This is in response to the motion made by Robert Hoey at the 4/1/20 meeting: "***That the Superintendent produce a report charting out SPED expenditures by year for the last 15 years (or as far back as possible).***

- ***Number of total special education budget; Percentage of kids receiving special education services;***
- ***Amount of money spent on out of district services; Percentages of children utilizing out of district services;***
- ***Number of employees working in Special Education;***
- ***Total of number of employees within the district per year.***

Per the attached SPED Spending Summary, we have gathered nine years of data and have determined the following:

- Total sped spending has increased from $22.6 million in 2011 to $43.3 million in 2019.
- SPED spending has increased from 15% of total budget in 2011 to 21.9% in 2019.
- SPED spending totals includes approximately 70% on in district spending and 30% out of district spending year to year.
- SPED out of district spending rose from $7.9 million in 2011 to $13 million in 2018. This amount decreased to $11.8 million in 2019 due to the opening of the Janice Adie Day School.
- Students receiving out of district sped services rose from 98 in 2011 to 140 in 2018. This amount decreased from 140 to 114 in 2019.
- Total enrollment has increased from 13,708 in 2011 to 14,663 in 2019.
- 2105 students in 2011 received sped services which represents 15% of total enrollment. In 2019, 2543 students received sped services which represents 17% of total enrollment.
- SPED staff increased from 324 in 2011 to 493 in 2019. In 2011, SPED staff represented 18.8% of total staff (1723). This rose to 23.4% of total staff (2110) in 2019.

Fiscal Year	A -- In-District Instruction-- Teaching	B Other Instructional	C - Out-of-District Tuition - Mass. Public Schools and Collaboratives	D Mass Private and Out-of-State Schools	E Combined Special Ed Expenditures (A+B+C+D)	F Total School Operating Budget (Chp 70 + Local Contribution)	Special Education Percentage of Budget (E as % of F)	Total Enrollment	Total # of Students Receiving SPED	0 Students Receiving SPED	Total # of Students Receiving OOD SPED	Total # of SPED Employees (SPED Teachers & Paras)	Total # of Employees
2011	$ 12,657,786	$ 2,055,650	$ 2,835,861	$ 5,129,222	$ 22,678,519	$ 149,225,889	15.2%	13,708	2105	15%		324	1723
2012	$ 14,957,838	$ 2,014,699	$ 3,924,523	$ 3,327,102	$ 24,224,162	$ 157,830,466	15.3%	13,653	2091	15%	98	337	1841
2013	$ 15,942,917	$ 2,232,780	$ 4,485,622	$ 2,830,988	$ 25,492,307	$ 163,709,592	15.6%	13,986	2141	15%	100	344	1891
2014	$ 20,189,191	$ 2,708,272	$ 4,756,184	$ 4,037,308	$ 31,690,955	$ 172,591,738	18.4%	14,150	2136	15%	102	342	1905
2015	$ 20,897,834	$ 2,652,728	$ 5,416,174	$ 4,433,148	$ 33,399,884	$ 179,808,265	18.6%	14,209	2143	15%	121	345	1785
2016	$ 22,446,082	$ 3,125,812	$ 6,804,393	$ 3,669,941	$ 36,046,228	$ 178,601,206	20.2%	14,284	2215	16%	119	310	1972
2017	$ 24,055,988	$ 3,157,019	$ 7,042,887	$ 5,312,814	$ 39,568,708	$ 183,238,362	21.6%	14,567	2327	16%	132	293	2031
2018	$ 25,169,662	$ 4,222,188	$ 6,879,401	$ 6,121,907	$ 42,393,158	$ 189,897,177	22.3%	14,590	2420	17%	140	452	2091
2019	$ 27,097,171	$ 4,392,469	$ 5,585,108	$ 6,288,066	$ 43,362,814	$ 198,336,328	21.9%	14,663	2543	17%	114	493	2110

65%	56%	9%	13%	23%	35%
70%	62%	8%	16%	14%	30%
71%	63%	9%	18%	11%	29%
72%	64%	9%	15%	13%	28%
71%	63%	8%	16%	13%	29%
71%	62%	9%	19%	10%	29%
69%	61%	8%	18%	13%	31%
69%	59%	10%	16%	14%	31%

LOWELL PUBLIC SCHOOLS

Central Office
155 Merrimack Street
Lowell, Massachusetts 01852

Phone: (978) 674-4000

TO: Dr. Joel D. Boyd, Superintendent

FROM: Robin Desmond, Chief Academic Officer

DATE: June 12, 2020

RE: Report on the Creegan TV Studio

The following report is in response to the motion by School Committee member Michael Dillion:

Request the Superintendent provide an update on the Creegan TV Studio (staffing, technology capabilities, and usage) for discussion on incorporating online content production into future technology planning.

Attached please find a report from Bryan Wilkins, Lowell High School Educational Program Coordinator, in response to the motion requesting an update on the Creegan Television Studio. Currently, Lowell Public School staff have been requesting Mr. Wilkins's assistance with accessing the Discover Video Server to support remote learning. There are many videos and audio media items available through this online media library. Mr. Wilkins will continue to provide support around accessing the online video server. For the fall, outreach to schools will continue to assist in providing staff support to expand access to this resource.

Colleen Creegan Media Studio
Lowell High School

Report on School Committee Motion

By Michael Dillon Jr.
Request the Superintendent provide an update on the Creegan TV Studio (staffing, technology capabilities, and usage) for discussion on incorporating online content production into future technology planning.

May 27, 2020 - Bryan Wilkins

What We've Accomplished

The Raider Report

The 2019-2020 academic School year saw the return of the Raider Report, a live daily news show that is broadcast to every LHS advisory. Producing a live show everyday can be a daunting task, but our students not only kept up with broadcasting everyday, they also built upon the quality of the show as the school year progressed. At the height of our school year (just before being released due to COVID-19) we had a live broadcast that included a live shot of a student reporting on sports.

Students producing the Raider Report Tracy Adamson (left) and Brandon McCarthy (right) prepare for their live shot to cover sports.

Our First Live Broadcast Using The New Truck

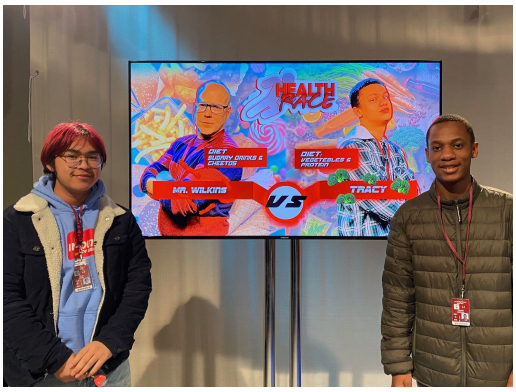
The Creegan Media Studio Students were excited to use the newly outfitted remote production vehicle to cover a very important event in Lowell. When the teachers and administrators unions approached us to once again cover their bi-annual candidates forum, our students stepped up to the challenge. Students were trained in every facet of live video production in preparation for their big event. Using our remote production truck to bring programming like this engages our students in the process of production, while fostering civic engagement, working as a team, and contributing to the greater good of their community.

Digital Film Course Offerings

What began as a Dual-Enrollment Film Studies course through Middlesex Community College has now blossomed into a hands on film course where students gain experience in creating through the language of film. At the start of the 2019-2020 school year, Mrs. Deb Freeley began offering Digital Film Production to Lowell High School students as a way to practice the theories they learned in their film studies class. Now, with all of the broadcasting and live production programs we offer, students can also add to their repertoire the art of filmmaking.

Dual Enrollment Graphics Collaborates with the Raider Report

This year, Mrs. O'Leary's dual enrollment class spent several weeks in the Colleen Creegan Media Studio working on a graphics collaboration where her talented students would create materials for the Raider Report.



Her students were so excited to work in “such a cool environment” and we were so happy to have their graphic contributions go out on our live show! As a result of the work of Mrs. O'leary's amazing students, the quality of our daily broadcast improved leaps and bounds from where it was before.

Work Toward Getting a Sponsor For Our Truck Program

The mission of our Remote Truck Program is to broaden the technological skills of our students, prepare our students for the career field of media and communications, and to produce educational and community based content for the city of Lowell. In order to maintain a program that is equitable to all students, we need to ensure that our after school production experiences are accessible. For many of our students, financial hardships force them to make a difficult decision between taking part in a learning opportunity and having a part time job. We believe these very students need career training and after school learning opportunities the most. To make this decision easier for our students and families, we are building our program around a training certificate structure that will allow students who build their skills to be paid for their time on after school productions. This sponsorship will be the key piece to ensuring these opportunities, which serve as an extension to the classroom, are equitable to all students at Lowell High School.

Staffing

With the cuts to our staff in June of 2018 reducing two full time positions, the past two years have been a challenge for the Colleen Creegan Media Studio (CCMS). While I was hired as a producer and support person for the CCMS, I have taken on the maintenance and managerial tasks performed by the Coordinator and Associate producer position, which were cut in 2018. As a result of these cuts, I have not been able to maintain the level of content creation I had in the past as I am focusing my attention on keeping what is in place going. Ideally, a full time producer position would be created to build back the educational programming content to where it once was. Another alternative would be to create two part-time associate producer positions as a way of lowering costs by not carrying benefits while leveraging a third person to be on board for large events (like the UTL Candidates forum my students covered this past fall, LHS Graduation, and the Lowell Folk Festival).

Bryan Wilkins - Digital Media Producer

I remain as the only person on staff for the CCMS. I work full time to maintain Lowell Educational Television (Educational Access Station in Lowell) as well as the facilities and technologies of the LHS Media Studio. Additionally, as of the 2019-2020 academic school year, I have also taken on teaching Advanced Digital Media Production for the LHS Fine Arts Department.

Here are just a few of the daily responsibilities that my position covers:

- Create, produce, and amass all media content for Lowell Educational Television, the 24/7 educational access station for the City of Lowell (Comcast Channel 22).
- Manage the broadcast scheduling playout and online presence of such programs delivered on our 24/7 cable channel and our website, let22.org.
- Assemble all budget proposals and communicate those proposals to the Lowell Public Schools finance department and the City of Lowell finance department.
- Manage service contracts for all major servers to ensure they are paid, up to date, and in good standing.
- Research technologies as part of the budget process to ensure our students receive the latest in media equipment.
- Manage the CCMS multi-camera production studio; a full size broadcast production studio.
- Maintain all media related servers including:
    - Telvue Broadcast Server (Channel 22)
    - InfoVue Bulletin Board messaging servers (Channel 22 and LHS)
    - EditShare Media Server- Media Storage for all student project media files.
    - Discover Video On Demand Server- Server stores media for integration into the classroom curriculum.
    - Archive Media Server- NAS for our broadcast media to be archived.
- Manage the Lowell Educational Television website (let22.org).
- Develop after school media based enrichment programs wherein students receive media education through hands-on activities.
- Develop and produce educational programming that informs and entertains the residents of the City of Lowell.
- Directly support the fine arts media production teacher with any technology and production assistance needed for successful instruction.
- Maintain the CCMS remote production vehicle's mechanical and technological needs.
- Collaborate with faculty and staff to bring media creation into the classroom curriculum as an instructional support.

Connor Crosby - Part Time Production Assistant For TV Truck Program

In Late February, Jessica Daviso (Fine Arts Department Chair) was able to hire Connor Crosby (a former star student of the Creegan Program) through use of Perkins Grant funding. This position is a part time assistant for career pathway and remote truck productions and adds about 5 hours of weekly support throughout the year. With the closure of school canceling our Remote Production Truck program, his hours have now been concentrated in working with the Digital Media Producer to develop logistics, recruiting tactics, after school student management plans, and training procedures in preparation for next years after school production activity.

Technology & Usage

Outside Broadcast Vehicle (Remote Studio Truck)

Our Outside Broadcast Vehicle is our most up to date production tool. It includes 3 HD cameras, an Instant Replay system, full audio engineering equipment, and a super versatile electrical system that can run off a generator or standard 20 amp service. While we are excited to have been able to use this truck for the UTL candidates forum, we were unable to grow our coverage because of staffing limitations. So, with the support of Jessica Daviso, we were able to bring in Connor Crosby as the assistant to support an after school program. Unfortunately, the sudden closure of school in March put a halt to our progress, but here is our plan moving forward.

For the 2020-2021 school year, we are expecting that we will be able to run the Assistant Producer position as a support to the after school Remote Truck Program. This is such a crucial role when covering sports and large events due to the level of technology used as well as what is required in managing students that are spread out over a large area. Given we return to the LHS campus in the fall, we will immediately begin recruiting students and training them to work as crew for the production truck. We expect that we would be able to cover events as early as October if all goes as planned.

Here are some of the programs that we will aim to cover using out truck:

- Yearly Air Force Junior ROTC events (911 Ceremony, Veterans day).
- Between 2 and 3 sporting events per season totaling 6-9 events yearly.
- All fine art performances
    - LHS Dance Winter and Spring
    - LHS Music Concerts Winter and Spring
    - Theater Performances (licencing permitting)
- Knowledge Bowl (3 semifinal and 1 final competition)
- Distinguished Alumni
- Honors Night
- LHS Graduation
- The Lowell Folk Festival (full weekend live coverage)

An additional obstacle that I encountered when trying to create this truck program was student commitment. For many of our students, financial hardships force them to make a difficult decision between taking part in a learning opportunity and having a part time job. To make participation in our Remote Production program easier for our students and families, we are building our program around a training certificate structure that will allow students who build their skills to be paid for their time on after school productions. Thanks to Superintendent Dr. Boyd, Billie Jo Turner, and Kerry Kerns, and with the support of Brian Martin and Leo & Judy Creegan, we were able to get an RFP posted that would bring in a key sponsor to provide funding to pay students for these events. The goal of the RFP timeline is to have funds in place by late Fall as we begin our event coverage for the year.

It's important that the School Committee know that this important position of Assistant producer (Connor Crosby) is only a temporary solution as the Perkins Grant funding will not allow this to run long term. So we respectfully ask that this staffing position be considered in future budget discussions so that we may create a sustainable remote production program.

Broadcast Studio (In-House)

Our in-house multi-camera production studio is the home to all of our studio produced content. This space is used everyday as a classroom for training all of our students and as the hub of our daily news show, *The Raider Report*. In addition to daily use, the studio is an invaluable space that we use to create content in an efficient manner. When anyone from the LHS or school department needs to communicate quickly and effectively, we are able to use our in house studio at a moment's notice to create content.

Our in-house production studio is a space that is in need of substantial upgrades. I have been advocating for funds that would upgrade our studio cameras (purchased in 1997), video switcher (last upgraded in 2011), live graphics system, audio mixer (last upgraded in 2007), clear com intercom system (original from 1997), and our lighting grid (original from 1997). Because of the expense of these upgrades we will need to wait for our new building and swing space to see improvements. I have made the architects aware of our needs and they are in full support of upgrading our swing space, which will come online before the Spring of 2022 demolition of our current space.

Live Broadcast Portable Cart

For smaller or on campus events that don't require the in-depth technology of our mobile production truck, we are able to utilize a portable cart. This cart allows us to connect 3-6 cameras into a video switcher to cover live events from several angles. While the mobile cart is not as capable as our truck, it can be a great solution when crews are smaller.

Digital Cinema/ Film Technologies

The tools for creating the 'film look' have never been more accessible than they are today. With DSLR cameras being able to record video, we are now able to have access to several elements in the language and aesthetics of film. Our Digital Film Production course offerings now give students the opportunity to hone the craft of filmmaking in a hands on learning environment. Not only is the art form of film more accessible, the tools used to make these films are widely used by professional video production companies everywhere. The popularity of the film aesthetic means that the training students receive in this course is in high demand.

Because of such a demand for the 'film look', I proposed support equipment for this program in my 2020-2021 budget proposal. If we are able to get funding to give our students the tools

they need to grow their skill set, our students would enter college and the workforce well ahead of their peers from other school districts.

Electronic News Gathering Camera Kits (ENG)

ENG camera kits are an essential all in one tool that news stations around the world utilize everyday. These cameras are built for utility and often don't have the beauty and aesthetics of a digital film camera. However, their biggest strength is that they can be set up and operated quickly and easily, giving our students the efficiency needed to get their story out asap. This past year we were able to provide our Advanced Digital Media Production students with brand new ENG camera kits that will allow them to not have to share cameras with the Intro level students. This will greatly improve production quality as well as availability of equipment to all of our students.

For our intro level students we will need to upgrade their camera kits in the coming years. The cameras they are using now were last upgraded in 2010 and will find themselves not compatible with our editing software very soon. Because of the amount of cameras needed (between 10 and 15) this will be a big ticket item for future budgets.

Digital Media Lab (Teachers Classroom)

The Digital Media Lab is where many of our Fine Arts course offerings take place. This lab was last updated in 2011 with 25 iMac computers and the latest editing software of the time. Today, we are down to 20 computers and are struggling with editing software that is out of date and unable to handle the latest video codecs (compression schemes for video). Our plan at this point is to wait for our new swing space where we are expecting new computers along with our move.

Advanced Level Edit Rooms

These edit rooms are used everyday by our Advanced Digital Media students and for students wanting to continue their classwork after school. Having these separate edit rooms in our Colleen Creegan Media Studio gives a real feel for the creative environment of professional production houses. Students are able to work privately and creatively in smaller groups in an area devoid of distractions.

We've also been able to bring in other classes, when these edit rooms are not being used in our media class offerings, to allow teachers from within the high school to incorporate media technology in a hands on project. Most recently, Mrs. O'Leary's Dual Enrollment Graphics students made these rooms their home base for a collaborative project where her students created graphics for the Raider Report.

Online Content Production Technology

Lowell Educational Televisions Website (let22.org)

With the 2019-2020 allocation of funding from the Comcast PEG account, I was able to get Lowell Educational Television's website (let22.org) back up and running. Now that we have this online media outlet, our production server is able to send live streams directly to our website. Through a yearly subscription, we are also able to maintain an online Video on Demand library that interacts with our main broadcasting server. So every video that we produce and broadcast on channel 22, can now be available on our website in a very streamlined process. With our web presence back in full force, my plan is to continue showcasing student work front and center for everyone to see what our students are producing.

These online video options are yearly subscriptions, in order for this to continue, we require annual financial allocation. The cost of these recurring expenses are outlined in the 2020-2021 budget proposal that I sent to Billie Jo and the City of Lowell.

Live Streaming Technologies

Currently we have the technology to stream video from our remote production truck, portable production cart, and main studio to a variety of streaming outlets. The one main hangup for us comes with the fact that the LPS network is closed to social media, youtube, and other sites that we would use as a streaming conduit. My goal next year is to see if we can get permission to stream everything we cover as a live event through social media. That way parents and family members can gain access to important events without having to leave work or find a babysitter for the night.

Discover Video Media Server

When it comes to classroom media materials, it is important now more than ever that we maintain our video & Media library. Our Discover Video Server (DEVOS) houses hundreds of video and audio media that teachers can make available to students working to learn from home. I'm so happy that I have been able to assist teachers who have been using this for their remote learning plans. Currently, our dual enrollment Film Studies class has all of their course movies available for students to watch from home. Because of the crucial role this server plays in classroom media access, I maintain a service contract through Discover Video to ensure support is available at a moments notice.

The Discover Video server also provides a central access point for live streaming Comcast Cable channels for educational purposes. This makes important cable channels like PBS, The Discovery Channel, National Geographic, and others, available to our educators to bring into their classrooms. In the coming years my plan is to build upon the channels that are currently available to offer our educational facilities more cable access to more programming.

LOWELL PUBLIC SCHOOLS

Dr. Gertrude M. Bailey International School
175 Campbell Drive, Lowell, MA 01851
Tel. (978) 937-7644 ~ Fax. (978) 459-5314

Kimberley Clements
Principal

Jeffrey Haines
Assistant Principal

June 4, 2020

To Whom It May Concern:

The Bailey School has been fortunate enough to receive a donation of 20 refurbished MacBook Air laptops along with 10 chargers to Katie Doherty's third grade classroom from HubSpot. Mrs. Doherty was also able to secure a donation for the remaining 10 required chargers from Donors Choose to make a complete set.

We are writing for your approval for these laptops to be used in the third grade classrooms to increase student access to technology and support student learning using online platforms. Some examples of usage include utilizing Zearn or ST Math during math workshop; accessing Google Classroom to complete writing assignments and developing necessary typing skills; and the opportunity to find alternative ways to present student learning like Google Docs, Google Slides and FlipGrid.

Thank you for your consideration!

Sincerely,

Kimberley Clements
Bailey Principal

LOWELL PUBLIC SCHOOLS
Henry J. Mroz Administration Office
155 Merrimack Street
Lowell, Massachusetts 01852

Billie Jo Turner
Assistant Superintendent of Finance and Operations

Tel: (978) 674-4325
Fax: (978) 937-7620
E-Mail: bturner@lowell.k12.ma.us

TO: Joel Boyd, Ed. D., Superintendent of Schools

FROM: Billie Jo Turner, Assistant Superintendent of Finance and Operations

DATE: June 12, 2020

RE: Budget Transfer

Motion to transfer the budget in the amount of $642,340.77 per the attached sheet labeled "Budget Transfer Form".

Due to the COVID-19 school closure, we have surpluses in accounts that typically would be fully expended. As a result, we are shifting available funds to support purchasing district software for instruction and administrative needs (annual licenses), cleaning up salary accounts and making adjustments to be able to increase our available balance in the Use of Facilities Revolving Fund.

The City of LOWELL
Alive. Unique. Inspiring.

The City of Lowell
City Hall • 375 Merrimack Street • Lowell, MA 01852
P: 978.446.7200 • F: 978.970.4007
www.LowellMA.gov
Office of the City Auditor

Budget Increase/Decrease Request Form

Requestor: Jaclyn Kelleher- Roy **Date:** 6/12/2020

Fund	Organizational ID	Object	DESE		Amount Requested	Source of Additional Funding***			DESE		Amount (transfers only)
0010	99341203	512901	1200	Asst Supt - Curriculum & Instr	1,467.52	0010	99341312	577766	1100	SC - Expenses	(3,881.10)
0010	99341212	570701	1200	SO - In State Travel	2,200.00	0010	99341312	577732	1100	SC - Subscriptions	(2,484.37)
0010	99341224	570100	1400	Program & Analytical Services	3,150.00	0010	99341312	577769	1100	SC - Memberships	(2,450.00)
0010	99341224	577600	1400	Admin. Tech. - Contracted Scvs	14,339.20	0010	99341218	530041	1400	Contracted Svcs - Legal	(13,490.00)
0010	99341224	577717	1400	Admin. Tech. - Software	337,172.03	0010	99341224	575422	1400	Photocopier Maintenance/Servic	(8,587.85)
0010	99300004	512159	2100	DIRECTOR OF RESEARCH & ACCOUNT	2,024.15	0010	99341230	512162	1400	STRATEGIC ADVISOR	(7,355.60)
0010	95441103	512101	2200	LDS Principal	6,680.37	0010	99341224	570402	1400	Internet Service Provider	(1,000.00)
0010	95537055	530002	2350	Washington SA - Prof. Dev.	179.90	0010	99341218	531800	1400	Printing & Binding	(678.94)
0010	99310008	512155	2350	ACADEMIC COACHES	3,269.24	0010	99341230	512902	1400	Clerical Staff - Admin. Office	(15,633.69)
0010	99311204	540900	2450	Instructional Tech. Software	63,138.00	0010	91941102	530002	2200	Laura Lee SA - Other Exp.	(870.00)
0010	98735003	512105	2700	Rogers Guidance Counselor	1,991.39	0010	97541106	530002	2200	McAuliffe Other Expenditures	(566.25)
0010	99035003	512105	2700	LHS Guidance Counselor	6,438.64	0010	93541106	530002	2200	LeBlanc OTher Expenditures	(560.00)
0010	99347109	544400	4000	Maintenance - Supplies	26,150.00	0010	99310103	512402	2300	Long Term Substitute Teachers	(86,000.00)
0010	99347103	513002	4000	Overtime - Use of Buildings	118,886.00	0010	99313103	577760	2300	Field Trip Admission Fees	(28,744.76)
0010	99310301	514800	5100	Longevity - System	144.11	0010	98311503	512903	2300	Bartlett English Teacher	(26,154.54)
0010	99345006	563600	5200	Employee Health Insurance	55,110.22	0010	99010718	544400	2300	LHS SA - General Supplies	(16,406.19)
						0010	99337007	512301	2300	Intervention/Enrichment Tutors	(13,350.00)
						0010	93610112	544400	2300	Pawtucket SA - General Supplie	(9,795.39)
						0010	92010112	544400	2300	Lincoln SA - General Supplies	(7,792.65)
						0010	99338003	512923	2300	ELL Tutors	(5,545.00)
						0010	91813003	512903	2300	Pyne Arts Science Teacher	(4,686.09)
						0010	92510112	544400	2300	Molloy SA - General Supplies	(4,501.20)
						0010	91210103	512903	2300	McAvinnue Elementary Teacher	(4,088.07)
						0010	92712903	512903	2300	Moody Reading Teacher	(3,856.77)
						0010	94010112	544400	2300	Reilly SA - General Supplies	(3,571.96)

						0010	93510112	544400	2300	LeBlanc SA - General Supplies	(1,918.24)
						0010	91510803	512903	2300	Greenhalge Kindergarten Teache	(1,810.86)
						0010	99312808	530112	2300	Band Camp - LHS	(540.00)
						0010	91920109	544400	2300	Laura Lee SA - General Supplie	(297.09)
						0010	91510112	544400	2300	Greenhalge SA - General Suppli	(73.92)
						0010	90210112	544400	2300	Bailey SA - General Supplies	(35.24)
						0010	91210112	544400	2300	McAvinnue SA - General Supplie	(20.98)
						0010	99337006	531904	2350	Tuition Reimbursement	(61,882.15)
						0010	99310008	571801	2350	Teacher Acad. Incentive Pmts.	(31,200.00)
						0010	99310008	518300	2350	Teacher Acad. Instructor Stipe	(28,935.00)
						0010	99312804	542000	2400	Instrumental Music Program	(4,207.53)
						0010	99338007	541600	2400	ELL Textbooks	(21.26)
						0010	99030510	541000	2450	LHS SA - Technology Exp.	(4.70)
						0010	99036003	512103	2500	LHS Library Media Specialist	(3,747.15)
						0010	99335551	512104	2800	Psychologists	(1,875.17)
						0010	99341504	530002	3100	Student Sppt - Contracted Svcs	(6,067.81)
						0010	99339004	512112	3100	District Support Specialists	(4,672.88)
						0010	99341506	545700	3100	Student Sppt - Supplies	(1,878.58)
						0010	99341504	530000	3100	PROFESSIONAL SERVICES	(400.00)
						0010	99348012	577615	3300	Transportation - Regular Educ.	(35,000.00)
						0010	99348006	530002	3300	Transportation - Cont. Svcs.	(2,968.27)
						0010	99348009	544400	3300	Transportation - Supplies	(767.07)
						0010	99031003	512902	3500	LHS Athletics Clerk	(30,001.19)
						0010	99031012	577615	3500	LHS Athletics - Transportation	(27,985.00)
						0010	99031005	530000	3500	LHS Athletics - Cont. Trainer	(17,800.00)
						0010	99031003	512114	3500	LHS Coaches - Intramural	(11,002.00)
						0010	99031006	530002	3500	LHS Athletics - Cont. Svcs.	(4,558.25)
						0010	99031003	512113	3500	LHS Coaches - Interscholastic	(3,661.00)
						0010	99031009	544400	3500	LHS Athletics - Supplies	(81.60)
						0010	99030504	544400	3520	LHS Student Activity Supplies	(18,672.41)
						0010	94010105	512111	3520	Reilly - Student Activities	(2,250.00)
						0010	99347112	537600	4000	Utility - Water/Sewer	(58,314.53)
						0010	92047103	512960	4110	Lincoln Custodian	(2,818.17)
						0010	98847103	512960	4110	Sullivan Custodian	(972.98)

						0010	99347206	584600	7000	Capital Improvements	(3,849.32)

642,340.77 (642,340.77)

***Include Fund, Org, and Object if this is a budget transfer -

Reason for budget adjustment:

Due to the COVID-19 school closure, we have surpluses in accounts that typically would be fully expended. As a result, we are shifting available funds to support purchasing district software for instruction and administrative needs (annual licenses), cleaning up salary accounts and making adjustments to be able to increase our available balance in the Use of Facilities Revolving Fund.

Department Head Approval:

Billie Jo Turner

CFO Approval:

LEASE

This Lease made as of the First day of July, 2017, by and between BON MARCHE TRUST c/o Nicholas C. Sarris Trustee, located at 87 Pevey Street, Lowell, Massachusetts 01851, (hereinafter designated as the "Landlord") and the City of Lowell School Department, Lowell, Massachusetts (hereinafter designated as the "Tenant"):

WITNESSETH:

That Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, hereby demises, grants and leases to Tenant; and Tenant hereby rents from Landlord the premises hereinafter described, upon the terms and conditions hereinafter set forth.

1. Description

(a) The building as is described in Exhibit "A" known as and numbered 155 Merrimack Street, Lowell, Massachusetts (the "Building") located on that parcel or parcels of land in said Lowell on Merrimack Street described in deed to Landlord recorded with Middlesex North District Registry of Deeds, Book 7404, Page 77. The premises hereby demised is hereinafter referred to as the "Leased Premises".

(b) The Leased Premises consists of floors four and five, also including street level and lower level space and 20 parking spaces described as outlined in Exhibit "B":. The number of square feet of area contained in said Leased Premises is approximately Thirty Six Thousand Seven Hundred Eleven (36,711) sq. ft.

2. Modifications to Leased Premises

(a) All of the interior work area walls will be newly painted prior to Commencement of Lease with wall surface colors similar to those presently existing or with a comparable neutral color of Tenant's choice, and so long as Tenant makes a timely designation.

(b) All areas of the leased space, which are occupied by staff, will be provided with fresh air ventilation. The HVAC system can be designated to maintain a winter set point of 72 degrees Fahrenheit. In addition, the HVAC sound levels will not exceed a noise criterion number of 35.

(c) The leased office area carpet will be replaced or restored as needed. The Landlord will address other flooring improvements as mutually agreed upon.

3. Fixtures, Machinery and Equipment

(a) All lighting fixtures, heating, ventilating, air conditioning,

plumbing and electrical equipment, piping and wiring, including conduit for computer service at the Leased Premises and any replacement thereof, whether owned by Landlord at the commencement of the term, subsequently purchased by Landlord, or purchased by Tenant in accordance with the provisions of this Lease shall be the property of Landlord, except those items installed by Tenant pursuant to Paragraph 10 hereof.

(b) Trade fixtures, furniture, computers and other machinery and equipment which are leased, supplied, purchased and used by Tenant in the conduct of its business shall be property of Tenant or, if such property is leased, of Tenant's lessor, or of any secured party with respect to any such property, subject to a security interest, and may be removed by Tenant or its lessor or secured party at any time prior to or upon termination of this Lease. Tenant may, at its election, at no cost to Landlord, cause any of its personal property to be removed at the expiration of the term and repair any damage to the Leased Premises caused by such removal. Any property not removed within sixty (60) days after expiration of the Lease shall be deemed abandoned, and Tenant shall be responsible to Landlord for any reasonable costs incurred by Landlord in the removal of such abandoned personal property.

4. Term: Extension Date

The term of this lease shall be for three (3) years, with two (2) one year options commencing July 1, 2017 and terminating June 30, 2020. Subject to annual appropriation.

The LESSEE shall pay to the LESSOR an amount not to exceed THIRTY FOUR THOUSAND FIVE HUNDRED SEVENTY AND 28/100 ($34,570.28) DOLLARS per month from July 1, 2017 through June 30, 2018 per month; an amount not to exceed THIRTY FOUR THOUSAND FIVE HUNDRED SEVENTY AND 28/100 ($34,570.28) per month from July 1, 2018 through June 30, 2019; and an amount not to exceed THIRTY FOUR THOUSAND FIVE HUNDRED SEVENTY AND 28/100 ($34,570.28) per month from July 1, 2019 through June 30, 2020. Total payments during the three (3) year lease period shall not exceed ONE MILLION TWO HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED THIRTY AND 08/100 ($1,244,530.08) DOLLARS.

The entire Lease Amount with option years shall not exceed TWO MILLION SEVENTY FOUR THOUSAND TWO HUNDRED SIXTEEN AND 80/100 ($2,074,216.80) DOLLARS. Such payments shall be as follows:

7/1/2017 – 6/30/2018	Year 1:		$414,843.36
7/1/2018 – 6/30/2019	Year 2:		$414,843.36
7/1/2019 – 6/30/2020	Year 3:		$414,843.36
		TOTAL:	$1,244,530.08
7/1/2020 – 6/30/2021	Year 4:		$414,843.36

7/1/2021 – 6/30/2022 Year 5: $414,843.36

TOTAL: $2,074,216.80

The obligations of the City hereunder shall be subject to annual appropriation on a fiscal year basis. In the absence of appropriation, this Lease shall be terminated by the City immediately without liability of the City for damages, penalties, or other charges arising from early termination. Payment shall be made on the twentieth day of the month for all rental due for the previous month, provided bills containing detailed information are filed in the Office of the Deputy Superintendent of Finance and Operations on or before the first day of the month in which payment is to be made, all in accordance with the Reserve Ordinance referred to in Paragraph 23 of this lease.

5. Options to Extend

The City has two (2) one year options to extend the lease commencing July 1, 2020 and July 1, 2021.

6. Use of Leased Premises

(a) It is understood, and Tenant so agrees, that the Leased Premises, during the term hereof, shall be used for the following purposes and no other purposes:

To house all administrative and student registration functions of the Lowell Public Schools which are not specifically part of individual school building administration.

(b) Tenant further agrees to conform to the following non-discriminatory provisions during the term of this Lease:

(i) No auction, fire, bankruptcy or going out of business or similar sales may be conducted or be advertised as being conducted within the leased premises without the written consent to the Landlord;

(ii) Tenant shall not use the sidewalks adjacent to the Leased Premises for business purposes without the previous written consent of Landlord;

(iii) Tenant shall keep the windows of the Leased Premises such as to conform to any preservation easements, city or state laws or ordinances and regulations;

(iv) Tenant shall receive and deliver supplies only in the manner, at such times, and in such areas, as may be reasonably designated by the Landlord and in such a manner so as not to obstruct the other occupants of the building and sidewalk adjacent thereto;

(v) Tenant shall not place on the interior of windows or exterior of the

Leased Premises any signs or any other symbol, advertisement, light or other object or thing visible to public view outside the Leased Premises without the prior consent of Landlord, and in each case, in accordance with preservation easements, and city and state laws, or ordinances and regulations;

(vi) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed in the premises prepared for collection, in the manner and at the times and places specified by Landlord, and in no event shall such garbage and refuse be stored or kept in such a manner as to cause in the reasonable opinion of Landlord, a nuisance to the premises of which the demised premises forms a part. Landlord shall be responsible for the removal and proper disposal of garbage and refuse from the premises. Landlord may use a service for picking up refuse and garbage. Landlord shall pay the cost of removal of all the Tenant's refuse or rubbish;

(vii) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord;

(viii) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant;

(ix) Tenant shall not perform any act or carry on any practice which may injure the Leased Premises or any other part of the Building, or cause any unreasonably offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other tenant or tenants or other persons in the Building, and in no event shall any offensive noises or unreasonable odors be emitted from the Leased Premises;

(x) Tenant may use the basement portion of the Leased Premises for storage but shall not overload said Leased Premises so as to create a safety problem or code violations;

(xi) Tenant will not drill or make any holes in the stone or brickwork except for those approved by Landlord and the Leased Premises will not be overloaded, damaged or defaced;

(xii) Tenant shall not suffer or permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept in the Leased Premises which would in any way (i) violate any law or requirement of public authorities, (ii) cause structural injury to the Building or any part thereof, (iii) interfere with the normal operations of the heating, air-conditioning, ventilating, plumbing or other mechanical or electrical systems of the Building or the elevators installed therein, (iv) constitute a public or private nuisance, (v) alter the appearance of the exterior of the Building or

of any portion of the interior thereof other than the Leased Premises, except Tenant may maintain its signs as permitted in accordance with this Lease;

(xiii) Whenever Landlord's approval is required for Tenant's action under any section of this Lease, said approval shall not be unreasonably withheld if consistent and compatible with authorized Tenant's uses of the premises and the Landlord's overall building use plan.

7. Landlord's Services

Landlord shall, at its expense, furnish and provide, or cause to be furnished or provided, the following services to the Leased Premises:

(a) A heating plant and an air conditioning plant to serve the Leased Premises, which plants shall be capable of adequately heating and air conditioning the entire Leased Premises. Landlord shall be responsible for the costs incurred for fuel to operate the systems.

(b) Landlord agrees to remove all snow and ice from the sidewalks adjacent to the Leased Premises according to the rules and regulations promulgated under the ordinances of the City of Lowell. Salt and sand are to be used as necessary to ensure safety.

(c) Landlord shall provide, at its expense, high speed elevator service, water and sewer for lavatory and general use in the Leased Premises. Landlord must provide restroom facilities (men's and women's bathrooms) at street level for the public and separate restroom facilities (men's and women's) for Lowell Public School employees on each floor of office space. A minimum of two (2) toilet stalls shall be included in each men's bathroom and four (4) stalls in each women's bathroom for employee use on each floor of office space.

(d) Landlord reserves the right to interrupt, curtail or suspend the services required to be furnished by Landlord under Paragraph 7 when the necessity therefore arises by reason of accident, emergency, mechanical breakdown or when required by any law, order or regulation of a federal, state, county or municipal authority, or for any cause beyond the reasonable control of Landlord. Landlord shall use reasonable diligence to complete all required repairs or other necessary work as quickly as reasonably possible so that Tenant's inconvenience resulting therefrom may be for a short a period of time as circumstances will reasonably permit. No diminution or abatement of rent or additional rent shall or will be claimed by Tenant as a result therefrom, nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of such interruption, curtailment or suspension, unless such interruption, curtailment or suspension continues for a consecutive period of seven (7) days or more, in which event the Annual Fixed Rent and additional rent shall be abated commensurate with the interference with Tenant's use of the Leased Premises; and until such interruption, curtailment or suspension ceases shall continue to be abated commensurate with the interference; and in the event Landlord is not reasonably proceeding to rectify the condition causing such interruption, curtailment or suspension. Tenant shall have the right to do whatever acts are necessary to correct such conditions and take credit for the reasonable cost thereof as a credit against the rent then due or to become due in the future to the Landlord.

(e) Landlord shall clean the exterior windows at least twice annually at Landlord's sole expense.

(f) Electricity, heat, air conditioning, water and sewerage must be included in the rental fee. All utilities shall be the responsibility of the Landlord.

(g) The building must comply with building codes for life safety. Life safety hazards detected either before or during occupancy shall be corrected at the Landlords expense. The building must comply with all applicable federal, state and local code requirements.

(h) Conduit must be provided for computer service to all areas, electrical outlets and for phone service to all areas.

(i) During the lease term, the landlord is responsible for replacing with equal goods, worn or damaged ceiling tiles, carpet when worn, stained, or backing becomes visible or hazardous, and repair and repainting of wall surfaces, to the satisfaction of the Tenant.

(j) The Landlord is to provide the continuous routine maintenance and repair and/or replacement of broken glass, roof and ceiling leaks, floors, walls, ceiling, foundation, plumbing, locks, fire protection equipment, lighting fixtures and lamps, heating, ventilation and a/c systems, security systems and elevators. HVAC equipment is to be serviced, filters replaced and diffusers cleaned in accordance with manufacturer's recommendation.

(k) Floors must be carpeted with commercial grade carpet or high quality fully finished hardwood floors. The Landlord must, at its expense, replace carpet as needed during the term of the lease to the satisfaction of the Tenant.

(l) Landlord must carry adequate fire and extended coverage insurance on the building of which the Lease Premises are a part.

(m) Landlord must provide access to shipping and receiving, and separate entrance dock for delivery of all supplies and materials.

(n) All areas designated to be occupied by personnel must be provided with fresh air ventilation.

(o) All wall surfaces shall be freshly painted prior to occupancy and all wall surfaces shall be touched-up painted annually during the course of the lease.

(p) The building must be handicapped accessible in accordance with the requirements of the American Disabilities Act.

(q) The Leased Premises must be available to the School Department on the dates required for each lease requirement.

(r) Tenant must be provided access to Leased Premises at all times, evenings and weekends, seven days a week. This may be accomplished by using security guards or by means of a master key, electronic card or similar restrictive entry system. Must provide 24-hour security by means of a security guard or security alarm system.

8. Assignment, Subletting

Tenant shall not mortgage, encumber, pledge, sell, assign, or otherwise transfer its interest in this Lease, or sublease all or any part of the Leased Premises, without obtaining in each case Landlord's prior written consent. In the event Landlord consents to any assignment or transfer, from and after the execution and delivery of any assignment or transfer, each subsequent tenant and each such assignee shall be and remain primarily liable, jointly and severally, with the original tenant named as such in this Lease for the payment of Annual Fixed Rent and any additional rent and for the due performance of all the obligations, terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the balance of the Term of this Lease; and the obligations of such original Tenant under this Lease shall continue in full force and effect as the obligations of a principal and not as a guarantor or surety. No assignment or transfer shall be binding upon Landlord or any mortgagee, unless the assignee, transferee or Tenant shall deliver to Landlord and instrument which contains a covenant or assumption by the assignee or transferee running to Landlord and all persons claiming by, through or under Landlord of Tenant's obligations under the Lease; but the failure or refusal of the assignee or transferee to execute such instrument of assumption shall not release or discharge the assignee or transferee from its liability as Tenant hereunder. No consent to any sale, assignment, transfer or subletting which may be given by Landlord, shall constitute a waiver by Landlord of the provisions of this section, or a release of Tenant from the full performance by it of the covenants on the part of the Tenant herein contained for the balance of the Term of this Lease; and no consent given by Landlord to any sale, assignment, transfer or subletting shall relieve Tenant of its obligation to obtain the written consent of Landlord to any subsequent sale, assignment, transfer or subletting if such consent is required under the provisions of this section.

9. Maintenance and Repairs

(a) During the Term of this Lease, Landlord, at its sole cost and expense, shall keep in good order, safe condition and repair and replace, where necessary: (i) all structural and exterior portions of the Building, including the roof, the foundation, all structural walls, columns and floor slabs (ii) the common areas and facilities of the Building: (iii) the heating, air conditioning, plumbing, electrical components of the building located within or serving the Leased Premises so long as same has not been damaged as a result of the negligence of Tenant, its agents or servants. Landlord shall not be responsible for repair, maintenance or replacement of Tenant's equipment and furnishings. Landlord shall not be liable in any way for any failure to make such alterations and repairs in the Leased Premises or in other areas, if any, of the Building, exclusively controlled by Tenant, until after reasonable notice from Tenant. Tenant shall designate to Landlord the persons authorized for reporting building problems.

(b) Tenant shall take good care of the Leased Premises, the fixtures, equipment and appurtenances therein and Tenant shall, at Tenant's own expense, make all

repairs to the Leased Premises, the fixtures, equipment and furnishings when needed to preserve them in good working order and condition.

(c) The Tenant shall be responsible for any damage to its personal property or its fixtures whether or not caused by fire or other casualty except if caused by the negligence of the Landlord. The Tenant shall be responsible for making all non-structural repairs to the Leased Premises for any damage caused by the Tenant at the Tenant's sole expense.

(d) Tenant shall pay for all phone service and other utilities used or consumed in the Leased Premises by Tenant except electricity, heating, air-conditioning, water and sewer.

(e) Tenant is responsible to provide daily cleaning of all offices and general spaces within the building that tenant occupies and is responsible for trash removal from its office space to the trash compacter/receptacle.

10. Alteration or Additions

(a) The Tenant shall make no structural alterations, changes and improvements to the interior or exterior of the Leased Premises without the Landlord's prior written consent having first been obtained, which consent shall not be unreasonably withheld or delayed. Tenant shall have the right, at its own expense, by notification to Landlord without necessity of obtaining Landlord's approval, to make such nonstructural alterations, additions, installations, changes and improvements to the Leased Premises as Tenant may deem necessary or desirable for the conduct of its business. Any and all such changes must be in accordance with Preservation Restrictions regarding the building and all local ordinances and by-laws. Any alteration, addition, installation, change or improvement by Tenant shall be performed at the sole risk, cost and expense of Tenant in a good and workmanlike manner so as not to weaken or impair the structure of the Building or otherwise reduce the value of the Building and shall comply with and conform to all requirements, rules, regulations, laws and ordinances of all legally-constituted authorities relating thereto. Such alterations, additions, installations, changes or other improvements (except to the extent they are deemed personal property) shall be and become part of the realty and the sole and absolute property of the Landlord and shall remain upon and be surrendered with the Leased Premises at the expiration or other termination of this Lease. Notwithstanding the foregoing, all trade fixtures and signs installed at any time or times by the Tenant or anyone claiming under Tenant, whether by law deemed to be a part of the realty or not, shall remain the property of the Tenant or persons claiming under Tenant and may be removed by Tenant at any time or times during the term of this Lease, Tenant agreeing to repair any and all damage to the Leased Premises occasioned by the removal by Tenant or anyone claiming under Tenant of any property from the Leased Premises.

(b) The Tenant covenants and agrees to indemnify and save Landlord harmless of and from any and all mechanics' liens or claims which may arise as a result of or in connection with any alteration or improvement constructed or placed upon the Leased Premises by the Tenant and to cause to be discharged from the record promptly upon request of the Landlord any notice of contract or mechanics' lien filed by any person furnishing labor or materials in connection therewith.

11. Mortgage of Building and Underlying Land; Estoppel Certificate

(a) The Tenant agrees that upon the request of Landlord it will subordinate this Lease to any present or future mortgage or mortgages upon the land and Building in which the Leased Premises are located, and to any and all advances to be made thereunder, and to the interest thereon, irrespective of the time of execution or time of recording of any such mortgage or mortgages. The word "mortgage as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. It is expressly understood and agreed, however, that Tenant shall not be obligated to subordinate this Lease and the lien hereof to the lien of any future mortgage unless the holder thereof shall enter into an agreement with Tenant, in recordable form, that in the event of foreclosure or other right asserted under the mortgage by the holder or any assignee thereof, this Lease and all the rights of Tenants hereunder, shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease.

(b) Tenant shall, without charge at any time and from time to time, within ten (10) days after request by Landlord, certify by written instrument, duly executed, acknowledged and delivered to any mortgagee, proposed assignee of any mortgage, or proposed purchaser, or any other person, firm or corporation specified by Landlord, to the extent appropriate:

(i) That this Lease is unmodified and in full force and effect (or, if there has been modification, that the same is in full force and effect as modified and stating the modifications);

(ii) Whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof, upon the part of Tenant to be performed or complied with (and, if so, specifying the same); and

(iii) The dates, if any, to which the Annual Fixed Rent and other charges hereunder have been paid in advance.

12. Indemnification;

Tenant, to the extent permitted by law, shall indemnify and hold harmless the Landlord from and against any and all liabilities, fines, suits, claims, and demands and actions and costs and expenses of suits, claims, demands and actions and cost and expenses of any kind or nature, due to or arising out of: (i) any damage to property occasioned by Tenant's use and occupancy of the Leased Premises and (ii) any injury, loss, damage or liability to person or persons, including death, resulting at any time therefrom, or to property, occurring in or about the Leased Premises, or on the sidewalks, roadways, access and parking areas and other facilities appurtenant thereto, but only if under (i) and (ii) such damage, loss, etc., occurs solely on account of or based upon the omission, fault, negligence or misconduct of the Tenant or other persons for whose conduct the Tenant is legally responsible. This indemnification shall not apply to exculpate or indemnify Landlord for any negligence or fault by Landlord, its agents or employees. If the Tenant is required to defend any action or proceeding pursuant to this section to which action or

proceeding Landlord is made a party, Landlord shall be entitled to appear, defend or, otherwise, take part in the matter involved, at Landlord's election, by counsel of Landlord's own choosing, provided such action by Landlord does not limit or make void any liability of any insurer of Landlord or Tenant hereunder in respect to the claim or matter in question. Nothing herein shall abrogate or diminish the limitation of liability to which the Tenant is entitled under the Massachusetts Tort Claims Act, Massachusetts General Laws, Chapter 258.

13. Fire Insurance

(a) Landlord shall, at its expense, at all times during the Term of the Lease, keep insured in responsible insurance companies authorized to do business in Massachusetts, the Building and all alterations, additions, and improvements thereto and replacements thereof (but not Tenant's personal property) including leasehold improvements made as part of the work against loss or damage by fire and the risks contemplated within the extended and special extended coverage endorsements (as such endorsements may, from time to time, customarily be written in Massachusetts on similar buildings similarly situated) and against such other risks as shall reasonably be required by an institutional holder of a first mortgage in an amount not less than eighty (80) percent of the full replacement cost thereof, including additions, alterations and improvements. Tenant may, but shall not be required to keep insured its personal property.

(b) Each of Landlord and Tenant hereby releases the other and all persons claiming under it, to the extent of its insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended casualties or any other insured casualty, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any persons claiming under it, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as releasor's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect said policies or the right of releaser to recover thereunder. Each of Landlord and Tenant agrees that the fire and extended coverage and other insurance policies will include such a clause so long as the same is obtainable and is includable without extra cost, or if extra cost is chargeable therefore, so long as the other party pays such extra cost. If extra cost is chargeable therefore, each party will advise the other thereof and the amount thereof, and the other party, at its election, may pay the same but shall not be obligated to do so.

14. Casualty and Taking

A. Damage and Destruction

(a) In case, during the term of this lease, all or any part of the Building containing the Leased Premises shall be damaged or partially or totally destroyed by fire, flood, windstorm, or other casualty at any time, then a just proportion of the Annual Fixed Rent and additional rent shall be abated according to the nature and extent of the damage and Landlord shall repair, replace, restore or reconstruct the Leased Premises into substantially their condition prior to such damage, excluding any of Tenant's personal property. In the event fifty (50) percent or more of the full fair insurable value of the Leased Premises shall be destroyed or damaged by fire or any other casualty during the last eighteen (18) months of the term of this

Lease, then this Lease and the term hereby demised shall terminate at the election of either party on written notice given to the other within thirty (30) days after the occurrence of such damage or destruction.

(b) All proceeds of fire and other casualty insurance shall be held by the first mortgagee of the Building for application to the cost of restoration upon such conditions as such mortgagee may prescribe. If at the time of occurrence of any fire or other casualty covered by insurance there shall be no mortgage of the Building which is held by a bank, trust company, insurance company, pension or profit-sharing fund or other lending institution, such insurance proceeds shall be held, as segregated fund to be applied to the work of restoration, by a bank or trust company located in Massachusetts to be designated by Landlord, and any changes of such band or trust company shall be paid out of the insurance proceeds.

B. Eminent Domain

(a) In the event that all or substantially all of the Leased Premises shall be condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall, forthwith, cease and terminate as of the date of vesting of title. In the event that only a part of the Leased Premises or the Building of which the Leased Premises are a part shall be so condemned or taken, then, effective thereafter as of the date Tenant vacates and removes from the part of the Leased Premises so taken, the Annual Fixed Rent and the Tenant's Additional Rent shall be proportionately reduced, and this Lease shall continue as to such part not so taken unless such remaining part is unsuitable for Tenant's purposes in which event this Lease shall terminate. In the event that only a nonmaterial part of the Leased Premises shall be so condemned or taken, then this Lease shall be and remain unaffected by such condemnation or taking, except that the rent shall be abated to the extent, if any, hereinbefore provided. In the event that only a part of the Leased Premises shall be so condemned or taken, Landlord will, at its expense, restore with reasonable diligence the remaining structural portions of the Leased Premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

(b) In the event of termination as hereinabove provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinabove set for the expiration of the term of this Lease, and the rent hereunder shall be apportioned as of such date.

(c) Landlord reserves to itself any and all rights to receive awards made for damages to the Leased Premises and the Building and the land upon which the Building is located and the leasehold thereby created, or any one or more of them, accruing by any reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may, from time to time, request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.

(d) Notwithstanding the foregoing provisions of this section, Tenant and anyone claiming under it, at its and their expense may, jointly with Landlord, appear, claim and prove, if so allowed, in the proceedings relative to any such awards, and may receive therefrom, such portion thereof as represents the value of the alterations, additions, installations and improvements made by or for the account of Tenant and anyone claiming under it in the Leased Premises, but not more than the total of expenditures for such alterations, additions, installations and improvements, less depreciation, from the respective dates of the making of such alterations, additions, installments or improvements to the date of the taking computed on a straight-line basis over the term of this Lease which is in force at the time of such taking, or the useful life of such items, whichever is shorter. Such right of Tenant shall be subject and subordinate to the application of all such awards to the prior payment in full of any first mortgage in effect at the time of such taking provided that in applying such awards to the payment of such first mortgage, Landlord's share of such award shall be applied and exhausted first before any portion of Tenant's share of such award is so applied and, further, provided that such right shall not be so subject and subordinate to any mortgage which either (i) affects real estate other than the Building and land upon which it is located or (ii) secures notes, obligations or agreements unrelated to said Building or land or (iii) is held by an affiliate of Landlord. Further, notwithstanding the foregoing provisions, Tenant and anyone claiming under it shall be entitled to appear, claim, prove and receive, if allowed, an award for its personal property and for relocation and moving expenses.

15. Tenant's Other Covenants

Tenant hereby covenants during the Term of the Lease and for such further time as Tenant holds any part of the Leased Premises:

(a) To pay for all telephone and other utilities used or consumed therein and not otherwise furnished or supplied by Landlord pursuant to Paragraph 7 hereof.

(b) To conform to all reasonable rules made by the Landlord for the care and use of the Building and any appurtenant areas, to the extent made known to Tenant in writing, provided they are uniformly applicable to all tenants and occupants.

(c) Not to permit any use of said Leased Premises which is improper, offensive or contrary to law or ordinance.

(d) To permit the Landlord and the Landlord's agents to enter upon the Leased Premises at reasonable times (or at any time when such entry shall be required by circumstances of emergency) consistent with the safe and proper conduct of Tenant's business to examine the Leased Premises and to cause any repairs to be made pursuant to Paragraph 7, Paragraph 9, and Paragraph 18 hereof, and in the last four (4) months of the Term of the Lease to show the Leased Premises to prospective purchasers and tenants.

(e) To procure any licenses and permits required from regulatory authorities for the conduct of business at the said Leased Premises and the obtaining of sign permits. Tenant shall have the right, at its expense and risk, with the Landlord's consent, which consent shall not

be unreasonably withheld or delayed, to affix to its portion of the Building and install on the Leased Premises such signs as it may require subject to applicable laws, ordinances and regulations and preservation restrictions.

(f) At the termination of this Lease, to remove the Tenant's goods and effects and peaceably to yield up said Leased Premises and all additions, alterations and improvements thereto (except such as are removable in accordance with Paragraph 3 or Paragraph 10 hereof) clean and in good order, repair and condition, damage by fire or other casualty, ordinary use and wear and taking excepted.

16. Default by Tenant

(a) All charges, costs and expenses which the tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this lease, shall be deemed to be additional rent and, in the event of nonpayment by the Tenant, the Landlord shall have all the rights and remedies with respect thereto as the Landlord has for the nonpayment of the basic rent.

(b) If the Tenant neglects or fails to pay the rent herein reserved or any part thereof when due and payable, as herein provided, or if the Tenant neglects or fails to perform or observe any of the other covenants, agreements or provisions contained in this Lease which on the Tenant's part, are to be performed or observed, and such neglect or failure to pay rent shall continue for fourteen (14) days after written notice thereof, or any default in the observance of performance of the other covenants, agreements or provisions shall continue for thirty (30) days after written notice given by the Landlord to the Tenant without Tenant's having commenced diligently to remedy such default, or if the leasehold hereby created shall be taken on execution or by other process of law, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a court of competent jurisdiction, or if a petition is filed by the Tenant seeking an adjudication of itself as bankrupt or insolvent under any bankruptcy law or if an involuntary petition in bankruptcy is filed against the Tenant and the same shall not be dismissed within ninety (90) days from the date upon which it is filed, then, and in any of said cases, the Landlord lawfully may immediately, or at any time thereafter, and without demand or notice enter upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant and remove their effects, forcibly if necessary, without being deemed liable for any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such re-entry and declaration this Lease shall terminate.

(c) The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including counsel fees lawfully and reasonably incurred, in obtaining possession of the Leased Premises after a default of the Tenant or after the Tenant's default in surrendering

possession upon the expiration or earlier termination of the term of the lease or enforcing any covenant of the Tenant herein contained.

17. Rights Cumulative; Non-Waiver

It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits or of any other rights, remedies and benefits allowed by law. No waiver by Landlord or Tenant of any breach by the other of any of its obligations, agreements or covenants hereunder shall operate as a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by Landlord or Tenant to seek a remedy for any breach by the other be a waiver of either's rights and remedies with respect to such or any subsequent breach.

18. Right of Self-Help

(a) If Tenant shall default in the performance of any covenant required to be performed by it under this Lease, Landlord may perform the same for the account at the expense of Tenant, after first giving notice to Tenant of such default and of reasonable time to cure the same. Landlord may make any repairs which are essential for the protection and maintenance of the Leased Premises or any other thereof if Tenant fails to commence such repairs within thirty (30) days after notice from Landlord or immediately if emergency conditions require immediate commencement after notice from Landlord. If Landlord at any time is compelled to pay any sum of money by reason of the failure of Tenant to comply with any provision hereof, including the making of repairs, after reasonable notice, or if the Landlord is compelled to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of the default of Tenant hereunder, the sum or sums so paid by Landlord shall be due from Tenant to Landlord as additional rent on the next date following the incurring of such expenses upon which a regular monthly rental payment is due.

(b) If Landlord shall default in the performance of any term or covenant on its part to be performed under or by virtue of any of the terms or provisions of this Lease, Tenant without being under any obligation to do so and, without thereby waiving such default, may remedy such default for the account and at the expense of Landlord immediately and without notice in the case of an emergency or in any other case if Landlord shall fail to commence to remedy such default with all reasonable diligence within thirty (30) days after Tenant shall have notified Landlord in writing of such default and diligently prosecute such remedy to completion. If Landlord shall fail to pay amounts or perform obligations secured by mortgages having priority over this Lease or to pay all or any portion of the real estate taxes, a portion of which is payable by Tenant as additional rent, Tenant shall have the further right, but not the obligation, to pay or perform such obligations as part of the right of self-help granted herein, and any payments or expenses thus incurred by Tenant may be applied in set off against rental obligations under this Lease.

19. Landlord's Covenant of Title and Quiet Enjoyment

Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this Lease for the full terms thereof, and Landlord has good, marketable record title thereto, free and clear of encumbrances, easements and restrictions which may prevent the use of the Leased Premises by Tenant as contemplated herein. Landlord further covenants that, subject to the terms and provisions hereof and so long as the Tenant shall faithfully perform its undertaking hereunder and the terms, covenants and conditions hereof, including payment of rent, additional rent and other changes, the Tenant, its successors and assigns, shall and may peaceably and quietly have hold, and enjoy the Leased Premises for the Term of the Lease.

Landlord or Landlord's agents have made no representations or promises with respect to the Building, the land or the Leased Premises except as herein expressly set forth; and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking possession of the Leased Premises by Tenant shall be conclusive evidence as against Tenant, that Tenant accepts said Leased Premises and the Building and that same were in good and satisfactory condition at the time such possession was so taken, excepting any items agreed to in writing between the parties as not having been completed.

Landlord and its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the Building, nor for the loss of or damage to any property of Tenant by theft or otherwise. Tenant shall give prompt notice to Landlord in case of accidents in the Leased Premises or in the Building or of defects therein or in any fixtures or equipment. Landlord shall give prompt notice to Tenant of its knowledge of accident in the Leased Premises or accidents affecting services, access or other appurtenances to the Leased Premises, or (to the extend caused or claimed to arise from or be related to, Tenant's use or occupancy under this lease) in the Building or of defects therein or in any fixtures or equipment.

20. Notices

(a) Any notice from the Landlord to the Tenant relating to the premises or the occupancy thereof or the termination of this Lease shall be deemed duly served if sent by certified or registered mail addressed to Tenant at 155 Merrimack Street, Lowell, Massachusetts 01852, or such other address as Tenant may hereinafter designate in writing. Any notice from the Tenant to the Landlord shall be deemed duly served if sent by certified or registered mail to Landlord at 87 Pevey Street, Lowell, Massachusetts 01851, or such other address as landlord may, hereinafter, designate in writing.

21. Miscellaneous Provisions

(a) This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

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

(c) If the Landlord shall sell the Leased Premises or transfer its entire interest in this Lease to a buyer or transferee who will assume and agree to perform and observe the obligations, covenants and conditions by the Landlord herein to be performed or observed, the Landlord, from and after the date of such sale or transfer, shall be forever released and discharged from any and all of its obligations hereunder, except those accruing during the period of its ownership.

(d) Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as my be permitted by applicable statute.

(e) The terms "Landlord" and "Tenant", wherever used herein, shall include and all of the provisions hereof shall bind and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the respective parties hereto. The use of the neuter pronoun in reference to Landlord or Tenant shall be deemed to mean the appropriate pronoun applicable to the number or gender of the person to whom or which it refers, as the context may require.

(f) In any case where either party hereto is required to do any act, delay caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, governmental regulations, act of the other party, or other causes beyond such parties' reasonable control, other than financial inability, shall not be counted in determining the time during which such act is to be performed, whether such time be designated by a fixed date, a fixed time or a "reasonable time".

22. Tenant's "Request for Proposal" and Landlord's Response "Proposal For Lease of Space for the Lowell Public Schools Central Offices " dated January 18, 2017 and January 25, 2017, Vote of the City Council dated June 27, 2017, and ads from Lowell Sun, Central Register, and COMMBUYS are hereby appended to and made part of this Agreement as Exhibit "B", except to the extent that Landlord and Tenant have otherwise agreed under the provisions of this Lease. Any obligations of Landlord specified in said "Request for Proposal" and Landlord's response thereto shall survive the execution of this Lease and said obligations shall continue to effect unless specifically modified by the terms of this Lease.

23. Landlord agrees that its attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in the "The Code of Ordinances City of Lowell, Massachusetts", passed by the City Council on December 23, 2008 and Amendments thereto and that each purchase order, so-called, issued in accordance with Section 28-32 of said Code to cover the services to be rendered under this Agreement shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have incurred under this Agreement unless and until a purchase order shall have been duly issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in the purchase order or purchase orders duly issued and approved.

24. This Contract is subject to all laws, federal, state and local, which are applicable to this Contract and it is assumed that he Landlord is cognizant thereof.

25. This Lease Agreement shall be subject to annual appropriation.

26. Non-collusion:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group or individuals.

27. Certification c.7, s.40J:

Landlord acknowledges receipt of a copy of the Massachusetts General Laws, Chapter 7, Section 40J and agrees to comply therewith.

28. Code c.28, Article V:

It is understood and agreed by the Tenant and the Landlord that pursuant to the Code of the City of Lowell, Chapter 28, Article V, a Contract Performance Record form must be completed on this Lease by the Department Head or his/her designee, who is supervising this Lease, and such Contract Performance Record Form must be submitted to the City Manager, City Auditor, and Purchasing Agent prior to release of final payment under this Lease. If requested by the Landlord a copy of the Contract Performance Record Form shall be furnished to the Landlord.

29. The undersigned certifies, under penalties of perjury, that all municipal fees, including real estate taxes, due and owing to the City of Lowell have been paid in full.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, and their respective seals hereto affixed by their respective officers or other persons thereunto duly authorized as of the day and year first-above written.

APPROVED:

By _____
Kevin J. Murphy, City Manager

BON MARCHE TRUST
c/o Nicholas C. Sarris, Trustee

By _____

_____

04-6785678
Social Security or Federal ID Number

APPROVED AS TO FORM:

_____
Christine P. O'Connor
City Solicitor

Date _____

_____
P. Michael Vaughn
Chief Procurement Officer

_____
Bryan Perry 9933 0203-524106
City Auditor

CITY OF LOWELL

_____

_____

_____

_____

_____

_____
SCHOOL COMMITTEE

Bonmarchelease17-20

BON MARCHE TRUST
87 PEVEY STREET
LOWELL, MA 01851
978-458-9762

August 25, 2017

Lowell School Department
155 Merrimack Street
Lowell, MA 01852

Attn: Mary Bator

Re: Contracts

Nicholas C. Sarris may sign any contract on behalf of Bon Marche.

Thank you,

Nicholas C. Sarris

NCS/mes

THE CITY OF LOWELL IS REQUIRED TO REPORT ALL ACTIVITY BY MINORITY BUSINESS ENTERPRISES (M.B.E.'s) AND WOMEN BUSINESS ENTERPRISES (W.B.E.'s).

CONTRACTORS ARE ENCOURAGED TO EMPLOY M.B.E.'s AND W.B.E.'s WHENEVER POSSIBLE, AND ALSO REPORT THEIR PARTICIPATION TO THE CONTRACT SOURCE.

COMPANY NAME BON MARCHE TRUST
(Print Company Name Here)

BY _____

PLEASE INDICATE WHETHER OR NOT YOU ARE AN M.B.E. OR W.B.E. BY CHECKING ONE OF THE FOLLOWING:

_____ YES, I AM A CERTIFIED M.B.E. OR W.B.E.

✓ NO, I AM NOT AN M.B.E. OR W.B.E.

CITY OF LOWELL
LOWELL PUBLIC SCHOOLS CENTRAL OFFICES LEASE
RFP 17-48

The City of Lowell is seeking proposals to provide lease of space for the Lowell Public Schools central offices, in strict accordance to the attached specification. This will be a three(3) year lease with two (2) one year options, for approximately 41,160 square feet. The City will consider multiple leases. Sealed proposals will be received at the Office of the City of Lowell Purchasing Agent, City Hall Room #60, 375 Merrimack St., Lowell, MA 01852 until 11:00 a.m. on February 22, 2017. Information regarding this project may be obtained by contacting P. Michael Vaughn, Chief Procurement Officer/Purchasing Agent, City of Lowell, (978) 970-4110, at the above address, Email pmvaughn@lowellma.gov or from the City of Lowell website at www.lowellma.gov/purchasing.

January 18, 25 2017

$343.20

State Publications and Regulations

William Francis Galvin, Secretary of the Commonwealth

The following Real Property submission was successfully received.

Planned date of publish is 1/18/2017

Awarding Agency			
Agency Name and Address:	Lowell, City of 375 Merrimack Street Lowell, MA 01852		
Project Number:			
Proposal Deadline Date:	02/22/2017	Time:	11:00am

Contact Information			
Name:	P. Michael Vaughn		
Phone:	978-970-4110	Fax	
Email Address:	pmvaughn@lowellma.gov Notify email address listed when final publish date assigned.		

Contract Information	
Transaction Terms:	Acquisition: Lease Disposition: Not Chosen
Project:	To lease space (41,160 sqft)for the Lowell Public Schools central office. Three year lease with 2 one year options
Estimated Value, Source of Valuation	
Additional Information	Prebid conference January 31, 2017 at 10:00am 155 Merrimack Street, 4th floor, Lowell, MA 01852

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COMMBUYS — OPERATIONAL SERVICES DIVISION

Search... Catalog Advanced

Open Market Bid BD-16-1151-PCH01-PCH01-12232

Stat

General | Items | Address | Accounting | Routing | Attachments | Notes | Bidders | Questions | Amendments | Q & A | Reminders | Summary

Header Information

Bid Number:	BD-16-1151-PCH01-PCH01-12232	Description:	Lease Office Space	Status:	2
Purchaser:	P. Michael Vaughn	Minor Status:		How Solicited:	E
Organization:	City of Lowell				
Fiscal Year:	16	Department:	PCH01 - Purchasing	Location:	F
Show On Web:	Yes	Allow Electronic Quote:	No	Required Date:	
Bid Opening Date:	02/22/2017 11:00:00 AM	Available Date:	01/18/2017 09:00:00 AM		
Purge Date:	03/31/2017				
Bid Type:	Open Bid	Informal Bid:	No		
Control Code:		Estimated Cost:	$0.00	Print Dest Detail:	
Alternate ID:		Purchase Method:	Open Market	Catalog Id (for contract):	
Blanket/Contract Begin Date:		Blanket/Contract End Date:		Type Code:	
Info Contact:		Bulletin Desc:		Pre-Bid Conference:	
U N S P S C Code Certified Required:	No	Acknowledge inclusion required:	No	Hour of Acknowledge inclusion:	0
Subcontractor Info:		Quote Notification:	No		
Date Last Updated:	01/17/2017 09:44:37 AM	User Last Updated:	P. Michael Vaughn	Item Single Award Only:	N
Ship-to Address:	Michael Vaughn 375 Merrimack Street Rm. 60 Lowell, MA 01852 US Email: pmvaughn@lowellma.gov Phone: (978)970-4110 FAX: (978)970-4114	Bill-to Address:	Michael Vaughn 375 Merrimack Street Rm. 60 Lowell, MA 01852 US Email: pmvaughn@lowellma.gov Phone: (978)970-4110 FAX: (978)970-4114	Print Format:	E
Solicitation Enabled:	No				
Invoice Method:	Three Way Match				

Attachments

Files:

Forms:

Item Information

Item # 1: Lease of space for Lowell Public Schools Central Offices, in Lowell, 41,000 sqft — 285 - Sent

U N S P S C Code: 80-13-15
Lease and rental of property or building

Disable Pricing On Quote	Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount
No	1.0	$0.00	EA - Each	$0.00		$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Account Code	Amount

There is no item accounting available for this item.

Pre-Bid Approval Path:

There are no approval paths found for this Bid.

Vaughn, Michael

From: Frisch, Gary <gfrisch@lowell.k12.ma.us>
Sent: Thursday, May 04, 2017 1:11 PM
To: s.joncas@ATT.net
Cc: Bator, Mary; Cassidy, JM (Mike Cassidy Schools); Vaughn, Michael
Subject: Lease

Hi Steve,

Per our conversation with you earlier today, I am confirming with you the intent of the Lowell Public School s to enter into a contract for renting space at 155 Merrimack Street.
The space is approximately 36,711 square feet located on floors four and five of 155 Merrimack Street, also including street level and lower level space and 20 parking spaces for a total monthly costs of $34,570.28.

The City's law department will begin drafting the contract.

The Lease will begin effective July 1, 2017.

Any questions, please let me know.

Thanks,

Gary

Gary N. Frisch
School Business Administrator
Lowell Public Schools – Business Office
Henry J. Mroz Administration Building
Bon Marché Building, 155 Merrimack Street - Lowell, MA 01852
Phone: 978.674.4325 **email:** gfrisch@lowell.k12.ma.us

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BON MARCHE TRUST
C/O NICHOLAS C. SARRIS INC.
87 PEVEY STREET
LOWELL, MASSACHUSETTS

April 27, 2017

Mr. Gary Frisch
Assistant Superintendent for Finance
School Business Administrator
Lowell School Department
155 Merrimack Street
Lowell, MA 01852

Dear Mr. Frisch:

This letter is in response to your request for modifications to the Bon Marche Trust proposed rent and terms for the 36,711 square feet of space located on floors four and five at 155 Merrimack Street.

You requested a revision regarding the adjustment in rent if the school department decreases the number of parking spaces to be provided by the Bon Marche Trust.

The monthly rent in the submission to the city RFP is Thirty-Nine Thousand Five Hundred Ten Dollars and Twenty-Eight Cents per month ($39,510.28) which includes the cost of leasing 115 parking spaces from the city.

You requested a revision regarding the effect on the monthly rent in the event the School Department decides to reduce the number of parking spaces to be included in the monthly rent. The Bon Marche Trust agrees to reduce the monthly rent to reflect reductions in the number of parking spaces. Based on the current city monthly rate, the effect on the monthly rent would be Fifty-Two Dollars ($52.00) per month per space. For example, if the School Department elects to include twenty (20) parking spaces in the lease rate, the monthly rent would be adjusted to Thirty-Four Thousand Five Hundred Seventy Dollars and Twenty-Eight Cents ($34,570.28) per month. The lease shall include a parking provision whereby the parking cost per month to the School Department shall be based on the number of spaces provided at the city's monthly rate as may be adjusted from time to time by the city.

Please note, as stated in the original submission, the number of parking spaces and their location is subject to availability. As discussed at our most recent meeting, the city Parking Department indicated twenty (20) parking spaces could be available in the John and or Market Street garages. The location of the remaining ninety-five (95) spaces may be located at the Post Office Square garage.

Bon Marche Trust is pleased to respond to your request. Please do not hesitate to contact me at (978) 458-9762 if you have any questions.

Sincerely,

Nicholas C. Sarris, Trustee, Bon Marche Trust

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60,
Lowell, Massachusetts 01852

Cost Proposal Form (page 1 of 2)

RFP 17-48
LEASE OF SPACE FOR LPS CENTRAL OFFICES

To: The AWARDING AUTHORITY

BON MARCHE TRUST
Name of Bidder/Company

Signature of Corporate Officer
TRUSTEE, NICHOLAS SARRIS

I hereby propose.

The undersigned proposes to lease office space to the Lowell School Department according to the specifications dated January 17, 2017 for the Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

The undersigned bidder has received Addenda numbered _____ and has included their provisions in his bid.

NON-COLLUSION CERTIFICATE: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.

In submitting this bid, I agree:

1. To hold my bid open for thirty days after the date of bid opening.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and accept a contract with the City of Lowell School Department in an approved form, to perform and furnish all services scheduled in the Contract Documents for the Contract Price indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

CONTRACT: The undersigned agrees that, if he is selected as the successful proposer he will, within ten days (10), Saturdays, Sundays and legal holidays excepted after presentation thereof by the Awarding Authority and execute a contract in accordance with the terms and conditions of bid.

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60, Lowell, Massachusetts 01852
Cost Proposal Form (page 2 of 2)

RFP 17-48
LEASE OF SPACE FOR LPS CENTRAL OFFICES

CONTRACT PRICE – for the July 1, 2017 Space Requirements

PROPOSED MONTHLY RENT PAYMENTS
For July 01, 2017 to June 30, 2020

Monthly Rent Payment is $ 39,510.28

The proposed Total Price is $ 1,422,370.22

(One Million Four Hundred Twenty Two Thousand Three Hundred Seventy and 22/100
in words (monthly rent times 36)

Monthly Rent Payment is $ 39,510.28
Option Year One - For July 01, 2020 to June 30, 2021

Monthly Rent Payment is $ 39,510.28
Option Year Two - For July 01, 2021 to June 30, 2022

PROPOSER INFORMATION

Name of Bidder: Bon Marche Trust

Address: 87 Pevey Street
Lowell, MA 01851

Telephone: 978-458-9762

Email: nicholas@prospeed.net

Date: February 22, 2017

BON MARCHE TRUST
C/O NICHOLAS C. SARRIS INC.
87 PEVEY STREET
LOWELL, MASSACHUSETTS

February 22, 2017

P. Michael Vaughn, Chief Procurement Officer
Purchasing Department
375 Merrimack Street, Room 60
Lowell, MA 01852

NON-COST PROPOSAL – PROPOSAL FOR RENTAL OF OFFICE SPACE
TRANSMITTAL LETTER

Dear Mr. Vaughn:

Please consider this letter as the Transmittal Letter as required under **1. NON-COST PROPOSAL TRANSMITTAL LETTER.**

Bon Marche Trust is pleased to submit the attached proposal for the Lease of Space for the Lowell Public Schools Central Office. Bon Marche Realty Trust is the owner of 155 Merrimack Street, Lowell, Massachusetts. The property is located in the heart of the Central Business District. It is within easy walking distance to the George Ayotte Garage, Joseph Downes Garage Street and the Leo Roy Garage. City Hall is nearby within walking distance as is Lowell High School. The Lowell Regional Transit Authority offers public transportation to the site. In addition, it offers easy access to downtown goods and services.

The building office, street level and lower level space totals approximately **36,711** square feet. The present office tenant, Community Teamwork Inc., is vacating the fifth floor. Thus this proposal offers additional space on the fifth floor for a total of 13,356 SF on that floor. The fifth floor office area is in good condition requiring minor modifications and updating to meet school department requirements.

The School Department presently occupies the fourth floor, a portion of the fifth floor, the Merrimack Street storefront and lower level space for storage. This proposal includes a commitment to make cosmetic upgrades to the office areas that the School department occupies on the fourth floor. This work will be scheduled and conducted to minimize disruption of School Department operations.

These are important factors. The additional fifth floor space is nearly ready for occupancy. Its condition translates into less fit-up cost, resulting in savings on rental rate, and less time to make required physical improvements, minimizing the time for move in to the additional space and disruption of present operations. Of course, remaining in the Bon Marche results in productivity and financial savings related to packing, moving and the associated loss of staff time.

The Bon Marche is downtown Lowell's premier office location. It is a well known edifice and easy for parents and students to find. It offers a prime location in a historic building listed on the National Register of Historic Buildings. Its renovation offers clean, quality, attractive space. Building improvements include two passenger elevators and one freight elevator. The freight elevator facilitates

a move in. It also provides access to storage areas in the building lower level. The building complies with all building code and public safety requirements. Its stair egress, alarms, sprinkler system and security are in compliance.

In addition to offering quality space that meets the school department's requirement at a competitive cost and in a timely manner, selecting the Bon Marche maintains economic activity in the downtown.

Bon Marche Trust principals have extensive real estate holdings in Lowell. In addition to the Bon Marche building, Nicholas Sarris and George Behrakis have joined together to renovate the Juvenile Court on Appleton Street and the Senior Center on Broadway Street. The Bon Marche Trust members have the experience and financial resources necessary to fulfill their obligations as landlords. The principals employ a maintenance and operations staff who can respond timely to any repair or maintenance needs. The school department can be confident that Bon Marche will be properly maintained and operated over the entire term of the lease.

Please be advised that the signatory to this letter is an authorized representative of Bon Marche Trust. Mr. Nicholas C. Sarris and Mr. George Behrakis as the members of the Bon Marche Trust, the owner of 155 Merrimack Street, are the individuals who will execute the contract with the city of Lowell on behalf of the prime contractor.

As requested by the city, this proposal will remain in effect for a period up to sixty (60) calendar days after the deadline for submission of proposals. This offer to lease space for the school department reflects the terms outlined in the Request for Proposals. The offer is based on a three (3) year lease with two (2) one year options. The proposal fixes the base rent for the entire thirty-six (36) month term as well as the extension periods.

Please do not hesitate to contact Nick Sarris at (978) 458-9762 if you have any questions or would like to tour the proposed space.

Sincerely,

Nicholas C. Sarris
Trustee, Bon Marche Trust

George Behrakis
Trustee, Bon Marche Trust

NARRATIVE

General Company Information

The following responds to each of the questions raised in the request for proposals.

- **When was your company founded and under what name(s) has it operated?**

George Behrakis and Nicholas C. Sarris formed Bon Marche Trust in 1996. The Trust was formed as a single purpose entity to acquire, rehabilitate, own and operate the Bon Marche Building located at 155 Merrimack Street. Mr. Sarris has extensive construction and property management experience He is a sole owner of residential and commercial properties and owns other sites in partnership with Mr. Behrakis. The other Lowell locations of note include the Juvenile Court on Appleton Street and the Lowell Senior Center on Broadway Street.
In addition to his philanthropic activity, Mr. Behrakis is a highly accomplished business leader and entrepreneur. His business activities include considerable real estate holdings. He is instrumental in managing the investment and business matters associated with Bon Marche and other properties. Of note is the Bon Marche listing on the National Register of Historic Buildings. It is a major landmark in the central business district. The trustees carefully preserved the unique historic and architectural features during the rehabilitation making the Bon Marche a well known downtown asset.

- **Is this company a subsidiary of another company? If so, provide name of parent company.**

While Bon Marche Trust is a stand-alone real estate entity, Mr. Behrakis and Mr. Sarris also own Lowell Restoration Inc. and other single purpose entities. Together they acquired and restored other properties in the city playing a major role in the city's revitalization and preservation goals. These projects include 26 Palmer Street (26 Palmer Realty Trust), 105-107 Merrimack Street (105-107 Realty Trust), the Juvenile Court at 89 Appleton Street and the Lowell Senior Center/Rite Aid property located on Broadway Street among others. Mr. Behrakis and Mr. Sarris have demonstrated the commitment, expertise and resources required to meet fully their responsibilities as property owners and landlords.

- **Has this company or product been purchased from another company? If so, provide name of company, name of product and date of acquisition.**

While their real estate assets were purchased from private owners and, in two cases secured from the city (Senior Center) and state agencies (Juvenile Court), none of the real estate development ownership entities were purchased from other companies. In acquiring the Senior Center and Juvenile Court, Mr. Behrakis and Mr. Sarris responded to requests for proposals and were selected over other respondents thus demonstrating their real estate experience and financial capacity that passed the scrutiny of city and state agency review.

- **How long has your company been in the property management and rental business and under what names has it provided this service?**

Mr. Sarris is founder, owner and operator of Nicholas C. Sarris Inc., a construction and property management firm started in 1963, more than 50 years of experience. The company is a long term successful firm that is well known and recognized for the high quality of its work.

- **How long has your company been in the property management and rental business and under what names has it provided this service? (Continued)**

Bon Marche Trust is managed and maintained by Nicholas C. Sarris Inc. Mr. Sarris has managed residential, office and retail space for over 35 years. His firm has extensive experience and in-house maintenance staff and solid sub-contractor relationships developed over the years that enable him to respond quickly and professionally to tenant needs. Please see the second paragraph above for a partial list of commercial properties managed by Sarris.

Property Information

The following responds to the request for property information:

- **A statement indicating that the property meets the minimum criteria stated in the specification. The proposer must also state in detail how those criteria are presently met, or if alterations are needed, how the criteria will be met in full as of the projected date of occupancy in or about August 1, 2017.**

The proponents have carefully reviewed the criteria. The office space consists of approximately thirty-six thousand seven hundred eleven (36,711) square feet. The office space is located on the Bon Marche Building's fourth and fifth floors, with sixteen thousand five hundred and thirty-five (16,535) and thirteen thousand three hundred fifty-six (13,356) square feet respectively. The space is fully built-out with offices, conference rooms, bathrooms and storage areas. The School Department presently occupies the fourth floor and a portion of the fifth floor. Community Teamwork is in the process of consolidating its space by vacating the portion of the fifth floor. That space will be improved in time for School Department occupancy on August 1, 2017.

The building has in place all life safety, electrical, HVAC, plumbing, security systems, two passenger elevators and one freight elevator and full handicap accessibility. Please see the attached floor plan. The objective is to accommodate the school department as much as possible within the existing layout. However, the landlord is prepared to make modifications as reasonably necessary at no additional cost to the school department. In addition, the landlord will paint walls, replace existing carpet, as needed, and make other necessary cosmetic repairs to provide a quality work environment. The fifth floor office area can be provided in move-in condition well before August 1, 2017. Work scheduled to improve the fourth floor can be performed during the school department's ongoing occupancy.

In addition to the fourth and fifth floor office area, the proposal includes approximately three thousand eight hundred twenty (3,820) square feet at street level. The offered space is now occupied by the School Department's Family Resource Center. The street level space is handicap accessible and has bathrooms, life safety, HVAC, plumbing, electrical systems in place. The landlord will make cosmetic improvements to the space in accordance with the school department requirements.

Last, the school department uses three thousand (3,000) square feet of secured area in the lower level for dead storage. An additional unsecured area, approximately one thousand square feet is in part used by the school department for miscellaneous storage. The space has access to passenger and freight elevators and meets all code and life safety requirements.

- **A statement indicating the exact location of the property and the parking area provided for the lessee.**

The Bon Marche Building is located at 155 Merrimack Street, Lowell, MA 01852. The office space is on the 4th and 5th floors, the Family Resource Center at the street level and storage is in the lower level.

- **A statement indicating the exact location of the property and the parking area provided for the lessee. (Continued)**

Metered parking is located on Merrimack and surrounding streets for visitors. In addition, the Roy, Downes and Ayotte municipal garages are within easy walking distance. The proposal calls for 115 parking spaces, the cost to be passed on to the lessee. The current city rate for businesses at 20+ spaces is $52.00 per month. The landlord at that monthly rate can provide spaces, depending upon availability. However, the cost of 115 spaces adds seventy-one thousand seven hundred sixty ($71,760) dollars annually to the rental rate. The square foot rental rate assumes availability from the city at the business rate. The lease shall include a provision that any city increases in parking rates would be added to the annual rental rate.

- **Additional statements describing how each of the comparative criteria is provided by the rental property.**

Available for Occupancy HIGHLY ADVANTAGEOUS August 1, 2017 Space requirements
Landlord commits to meeting this delivery date assuming a timely school department selection. Note, the school department is a present occupant of the space except for a portion of the 5th floor.

SPACE - HIGHLY ADVANTAGEOUS - ADVANTAGEOUS
The available space approximates the up to 40,000 square feet requested by the RFP. It meets the highly advantageous categories, two or more exits, outside windows which admit natural light and offices will be clearly marked and appear on all office directories.

The building can accommodate group departmental functions as well as the other HIGHLY ADVANTAGEOUS criteria as noted above.

FIRST FLOOR FRONTAGE for Family Resource Center – HIGHLY ADVANTAGEOUS
The first floor space occupied now by the Family Resource Center offers a very prominent and visible location on Merrimack Street, Lowell's primary downtown thoroughfare. It has large picture windows and a double door glass entrance. It has signage as approved by the Lowell Historic Commission. Access into the street floor space is direct from the sidewalk and fully compliant with handicap accessibility requirements. It should be noted that a traffic light is located at the Bon Marche entrances providing a pedestrian signal allowing safe crossing for building occupants to cross busy Merrimack Street and Palmer Street.

PARKING – HIGHLY ADVANTAGEOUS
The landlord offers to include the cost of 115 parking spaces in the lease assuming availability in the Roy, Downes or Ayotte municipal garages. In addition, Merrimack and surrounding streets have metered parking. Handicap spaces are located on Merrimack Street near the entrance to the office and Family Resource Center.

CARPETING or HARDWOOD FLOORING - HIGHLY ADVANTAGEOUS - ADVANTAGEOUS
The office area is occupied by the School Department or Community Teamwork. The landlord will replace or restore the existing carpet as needed. New carpet will be 30 oz. commercial carpeting in a color similar to the existing. The landlord will address other flooring improvements as may be mutually agreed upon in the Family Resource Center. The commitment is to provide the school department with an attractive, appealing space.

BATHROOM FACILITIES – Employees – ADVANTAGEOUS
The rest rooms meet the ADVANTAGEOUS category. Ladies room has three stalls and three sinks. The Men's room meets the HIGHLY ADVANTAGEOUS category with two stalls, one urinal and three sinks. All of the bathrooms are fully code and handicapped compliant. In addition, there is a full bathroom with toilet, sink and shower on the 4th floor. Employee bathrooms for men and women are in place in the lower level and the Family Resource Center.

WALLS – HIGHLY ADVANTAGEOUS/ADVANTAGEOUS
The walls in presently occupied office and Family Resource Center space will be painted as needed and the additional 5th floor office area will be painted prior to move-in.

POWER, PHONE, DATA, CABLING – HIGHLY ADVANTAGEOUS
Power, phone, data and cabling (fiber optic) are available throughout the office area and the Family Resource Center.

- **A listing containing the names and phone numbers of three former or existing lessees that may be contacted as references.**

Existing Tenant – 155 Merrimack Street
Ms. Karen Frederick
Executive Director
Community Teamwork Inc.
978 459 0551
Existing Tenant – Broadway Street
Ms. Michelle Ramahlo
Lowell Senior Center
978 670 1170
Existing Tenant - Jean Ward
Juvenile Court
89 Appleton Street
978 441 3151

- **A floor plan of the existing property as it exists or as it will be after alterations. The plan must show all areas, including spaces listed in the specifications, bathrooms, entrances and common areas.**

Please see the attached floor plans. These illustrate existing conditions. Our mutual goal to assure efficiencies should be to use the existing configuration of space as closely as possible. The landlord is committed to a balance between achieving economies and providing quality space that meets the school department functionality requirements.

- **A detailed statement as to what finishes shall be provided along with samples of floor and wall finishes, if applicable.**

The school department occupies the space. As stated previously, the landlord will replace worn carpet in the office with 30 oz commercial grade carpet and paint the existing walls as needed.

- **The School Committee of the City of Lowell will accept only proposals for level monthly rent payments over the term of the lease.**

Please see the attached proposal. Landlord agrees to a level monthly payment over the original three term and the option periods of the lease for the office, Family Resource Center and lower level storage space.

- **Proposer may enclose any additional documentation or literature describing the property which they feel will address the specifications and the minimum criteria.**

As the present occupant, the school department is familiar with the space and the location.

REFERENCES

- **Please provide a list of at least three (3) clients including a contact person and telephone number that will serve as appropriate references for your company's work.**

Three client references regarding the work of Nicholas C. Sarris Inc relative to construction and property management are listed on the form included in the RFP.

- **Please include a list of clients lost during the last 18 months including a contact person and telephone number**

Laura Contarino,	Indigo Spa	781 953 8964	Mobile
Mr. Chuck Saba,	Bishops Legacy	978 473 1182	Mobile

EXCEPTIONS

- **Please list any exceptions you have taken to this document citing your alternate proposal and it benefits to Lowell.**

The proposal does not include any exceptions or alternates.

OTHER

1. **Any other information that would help the LPS to evaluate the firm's qualifications with regard to the selection criteria.**

Please note that landlord is willing to provide bank references and other information to demonstrate that Bon Marche Trust has the financial resources necessary to fulfill its obligations as landlord including addressing any unforeseen needs that may occur in the future.

2. Non-Collusion Form and Tax Compliance Form (Exhibit A and B)

Please see attached executed forms Non-Collusion and Tax Compliance Forms.

3. Landlord's Beneficial Interest Disclosure Form

Please see attached executed Beneficial Interest Disclosure form.

EXHIBIT A - NON-COLLUSION STATEMENT
The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your non-cost proposal.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name of person signing proposal

NICHOLAS C. SARIS

BON MARCHE TRUST

Name of Company

EXHIBIT B - TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

* Signature of Individual
or Corporate Name (Mandatory)

TRUSTEE
Corporate Officer

04 - 3294552
** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C S. 49A.

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60, Lowell, MA 01852

EXHIBIT C - LANDLORD'S BENEFICIAL INTEREST DISCLOSURE STATEMENT

RFP 17-48

LEASE OF SPACE FOR LPS CENTRAL OFFICES

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L.c7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public Agency involved in this transaction: City of Lowell
(Name of jurisdiction)

2. Complete legal description of the property: SEE ENCLOSED DEED

3. Type of transaction: _____ Sale X Lease or rental for 3 YEAR (term):

4. Seller(s) or Lessor(s): BON MARCHE TRUST

Purchaser(s) or Lessee(s): City of Lowell - School Department

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. NOTE: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

NAME	ADDRESS
Nicholas Sarris	87 Pevey St, Lowell, MA 01852
George Behrakis	87 Pevey St. Lowell, MA 01851

(continued next page)

5. (continued)

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
NA	

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature

Printed name: NICHOLAS SARRIS

Title: TRUSTEE

Date: 2/21/17

Personally appeared the above-named Nicholas Sarris, and being sworn, deposed, and says that he is the person named, and who signed the foregoing, and that the statements therein are true.

(Notary Public) George Theodorou

My Commission Expires: 2/26/2021

GEORGE THEODOROU
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
February 26, 2021

LOWELL DEVELOPMENT AND FINANCIAL CORPORATION, a Massachusetts corporation, with an address of 11 Kearney Square, Lowell, Massachusetts

for consideration paid and in full consideration of **THREE HUNDRED THOUSAND AND 00/100 DOLLARS** ($300,000.00)

grants to **Nicholas C. Sarris and George D. Behrakis, Trustees of Bon Marche Trust u/d/t dated March 1, 1995 to be recorded herewith**

of 87 Pevey Street, Lowell, Middlesex County, Massachusetts

with **Quitclaim Covenants**

The land with the buildings thereon located at [redacted] Merrimack Street AND KIRK STREETS, Lowell, Middlesex County, Massachusetts, and more particularly described as:

PARCEL I:

A parcel of land situated on the Northerly side of Merrimack Street and the Easterly side of Kirk Street, containing 17.625 square feet, more or less, together with buildings thereon, now supposed to be numbered 151-165 on said Merrimack Street and 13 to 17 on said Kirk Street and thus bounded:

Beginning at the Southeasterly corner of the premises on Merrimack Street and at the Southwesterly corner of land conveyed by the Proprietors of Locks and Canals of Merrimack River to Paul R. George by deed dated August 1, 1835 and recorded in Middlesex South District Registry of Deeds, Book 344, Page 261 now or formerly supposed to be land of Charles S. Lilley; thence Westerly on said Merrimack Street 114.46 feet to land conveyed by said Proprietors to Elisha Bartlett, now or formerly supposed to be land of one Hunnewell; thence at a right angle Northerly on said last mentioned land, 61.28 feet to and angle; thence Northwesterly at an angle of 117 degrees, still on said last mentioned land, 61.28 feet to said Kirk Street; thence Northeasterly on said Kirk Street, 80 feet to center of a passageway, 14 feet wide; thence Southeasterly at a right angle on the center line of said passageway, 90 feet to an angle; thence at an angle of about 165 degrees 23', still on the center of said passageway, 53.80 feet to said Lilley land; thence Southerly at an angle of 102 degrees 23' on said Lilley land, 107.98 feet to point of beginning.

PARCEL V:

The parcel of land with the buildings thereon, now known as and numbered 141-145 Merrimack Street, situated in said Lowell, bounded and described as follows:

Southerly by Merrimack Street, 31 feet;

Westerly by land now or formerly of Tappan Wentworth, 107.98 feet;

Northerly by the center line of a passageway fourteen (14) feet wide, now or formerly known as Kirk Avenue, 31.74 feet; and

Easterly by land conveyed by Bonney L. Dunbar to Harris Wolfe by deed dated December 27, 1921

PROPERTY ADDRESS: MERRIMACK ST & KIRK STS, LOWELL, MA

*** MASS. EXCISE TAX: 1358.00 *** 03/20/95 11:27:56 8131 25 00 65

and recorded with said Deeds, Book 655, Page 121, 100.79 feet.
Containing about 3,236 square feet.
Together with the right to use Kirk Avenue, a private way, as shown on a plan recorded at Plan Book 64, Page 67, for access to and from the premises and the right to have said Kirk Avenue kept open as a passageway. Said premises shall be conveyed subject to:

1. Grant to the Lowell Electric Light Corporation dated July 29, 1930, recorded with said deeds in Book 793, Page 448.
2. Grant to the Lowell Electric Light Corporation dated September 19, 1930, recorded with said Deeds in Book 797, Page 4.
3. Grant to the Lowell Electric Light Corporation deed March 17, 1931, recorded with said Deeds in Book 801, Page 151.
4. Agreement relating to rights in Kirk Avenue dated January 21, 1941, recorded with said Deeds in Book 971, Page 544, including rights in passageway shown as Kirk Avenue and "Area in Psg'y 1217 sq. ft." shown on Plan Book 64, Plan 67 to have same forever kept open as a passageway.
5. Rights of others in and to Merrimack Street, Kirk Street and Kirk Avenue (passageway)
6. Party Wall agreement dated April 30, 1889 recorded with said Deeds at Book 205, page 311, together with common law Party Wall rights, if any.
7. Rights to maintain windows, shutters, openings, blinds, awnings and fire escapes contained in deed dated December 27, 1921, recorded with said deeds in Book 655, Page 121 and Book 683, Page 347.
8. Sidewalk reservation eight (8) feet in width contained in deed dated November 23, 1844, recorded in Book 45, Page 220 (Lowell copies of Middlesex South Records).
9. Restrictions against building within nine (9) feet of the centerline of Kirk Avenue contained in deed dated July 13, 1940 and recorded in Book 948, Page 490.
10. Condition that no wooden buildings more than twelve (12) feet high shall be erected contained in deed recorded in Book 38, Page 162 (Lowell copies) and Book 111, Page 145.
11. Restriction and sidewalk reservations contained in Deed April 24, 1919 and recorded in book 602, page 316.
12. Premises located in City of Lowell City Hall Historic District according to Plan recorded with said Deeds, Plan Book 118, Plan 17.
13. Historic Permit from the Lowell Historic Board dated October 28, 1985 and recorded with said Deeds in Book 3223, Page 62.
14. Decision of the City of Lowell Board of Appeals dated March 10, 1986 and recorded with said Deeds in Book 3386, Page 95.
15. Decision of the City of Lowell Board of Appeals dated March 21, 1986, and recorded with said Deeds in Book 3395, Page 139.
16. Easement from Bon Marche Associates Limited Partnership to Franco American Oblate Fathers, Inc., dated February 3, 1987 and recorded with said deeds in Book 4162, Page 77.
17. Easement from Lowell Development and Financial Corporation to New England Telephone and Telegraph Company dated October 19, 1994 and recorded with said deeds in Book 7292, Page 262.

Said premises are hereby conveyed subject to and with the benefits of said rights and easements set forth in the record title, so far as the same are in force and applicable.

The within sale does not constitute all or substantially all of the corporations assets situated within the Commonwealth of Massachusetts.

Being a portion of the premises conveyed to us by deed of the Federal Deposit Insurance Corporation dated June 18, 1993 and recorded with the Middlesex North District Registry of Deeds in Book 6531, Page 229.

In witness whereof, the said LOWELL DEVELOPMENT AND FINANCIAL CORPORATION has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Robert R. Gilman, President and John Perry, Treasurer, duly authorized this 1st day of March, 1995.

LOWELL DEVELOPMENT AND
FINANCIAL CORPORATION

By: _____
Robert R. Gilman, President

_____
John Perry, Treasurer

The Commonwealth of Massachusetts

Middlesex, SS. March 1, 1995

Then personally appeared the above named Robert R. Gilman, President and John Perry, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Lowell Development and Financial Corporation, before me,

_____
Timothy J. Sullivan
Notary Public
My Commission Expires: September 5, 1997

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60, Lowell, MA 01852

EXHIBIT D – REFERENCE FORM
RFP 17-48
LEASE OF SPACE FOR LPS CENTRAL OFFICES

As per Section E, Proposal Submission Requirements:

Reference #1

Name: Van Gohs Gear - Steve Syverson

Address: 307 Market Street, Lowell, MA 01852

Contact Number: 978-970-2100

Reference #2

Name: U.S. Corp of Engineers - Kirsten Traver

Address: 696 Virginia Road, Concord, MA 01742

Contact Number: 978-318-8440

Reference #3

Name: Tremonte Restaurant - Anthony Contarino

Address: 44 Palmer Street, Lowell, MA 01852

Contact Number: 781-983-6751

City of Lowell
Purchasing Department
City Hall, 375 Merrimack Street, Room 60
Lowell, Massachusetts 01852

Project Name: **LEASE OF SPACE FOR THE LOWELL PUBLIC SCHOOLS CENTRAL OFFICES**
RFP No.: **17-48**
Date: **January 18, 2017**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: **pmvaughn@lowellma.gov**

The City of Lowell is seeking proposals to provide for the lease of space for the Lowell Public Schools central administration offices, in strict accordance to the attached specification. This will be a three (3) year lease with two (2) one year options, for approximately 40,000 square feet required by July 1, 2017. All options will be exercised at the City's sole discretion. The City will consider multiple leases. To assist the City in this effort, the City is issuing this Request for Proposals ("RFP") to solicit responses from qualified Bidders who can meet the project requirements stated herein.

DUE DATE

Sealed bids will be publicly opened on: **Wednesday, February 22, 2017** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 11:00 AM, EST/EDST, for the work described herein. BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.

PRE BID CONFERENCE

A pre-bid conference will be held on: **January 31, 2017** at the Lowell Public Schools, 155 Merrimack Street, 4th floor, Lowell, MA 01852, at 10:00 AM, EST/EDST. If the district cancels their student classes for the day(s), then the pre-bid conference will occurred on the next school day.

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **Thursday, February 09, 2017** at 5:00PM.

Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda.

APPROPRIATION CONTINGENCY

If the City fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated. The City's fiscal year begins July 1st.

SECTION I. NOTICE TO PROPOSERS

A. Proposals must be submitted in a sealed enveloped which is plainly marked: "RFP 17-48 LEASE OF SPACE FOR LOWELL PUBLIC SCHOOLS CENTRAL OFFICES". The City of Lowell will not be responsible for the premature opening of any bid not so marked.

SECTION II. GENERAL CONDITIONS

A. SCOPE

1. The Lowell Public Schools must relocate approximately 40,000 square feet of offices by August 1, 2017 because the current lease is expiring. The offices currently located on the 144, 151 and 155 Merrimack and must vacate and relocate to new office space by August 1, 2017. Specific department and their square footage needs can be found as the four page document enclosed with this specification named "***Attachment #1 – Lowell Public Schools, Central Office Programmatic Requirements***".
2. The successful proposer shall provide rental of space to the Lowell Public School Department. This space shall house the School Committee, Superintendent of Schools, Personnel, Curriculum and Instruction, Business Offices, Information, Technology & Communication Services Office, Special Education, Early Childhood, Food Services, Transportation, Maintenance and Operations, Family Resource Center, Grants Administration, Title I Federal Program, English Language Learners Program, Instructional Technology, and Administrative Data Processing.
3. This will be a three (3) year lease with two (2) one year options, for approximately 41,000 square feet required by July 1, 2017. The City will consider multiple leases for only proposers who can provide 4,100 square feet of store front office space for the Family Resource Center.
4. While it would be most advantageous to have a facility(s) available to accommodate the entire Lowell Public Schools administrative offices; if a proposer cannot provide a store front office space, separate proposals will be accepted.
5. The lease is subject to annual appropriation.

B. REQUIREMENTS

1. Proposers shall furnish all information requested on the proposal form.
2. Each proposer shall return one (1) copy of the proposal sheet entitled "Proposal – Rental of Office Space" and one (1) signed copy of the Certificate of Non-Collusion."
3. Each proposal must be signed by an authorized agent of the proposer.
4. Each proposer must submit a Disclosure of Beneficial Interests as per M.G.L.c.7 §40J.

C. COMPETENCY OF BIDDERS

1. Proposer shall have proven experience in lease of property and property management and shall have sufficient capital to properly execute the contract for the full period.
2. Proposals will be considered only from responsible firms currently engaged in property management.
3. The City of Lowell, acting through its authorized representative, shall be the sole judge of the qualifications of the proposer.

D. GENERAL

1. Any questions as to interpretation of these specifications, including a pre-visit of the proposed site to discuss office configuration possibilities, shall be referred to P.M. Vaughn, Chief Procurement Officer of the City of Lowell.
2. The successful proposer shall not assign, transfer or sublet this contract unless specific permission to do so is granted in writing by the City of Lowell. Any such person or agency thus assuming the contract may be required by the City of Lowell to execute an amendment to the contract assuming all obligations held by the contractor under the original contract and shall comply with all provisions of the original contract.
3. No proposal may be withdrawn for a period of 60 days following the proposal opening date.
4. If any changes are made to this Request for Proposal, an addendum will be issued. Addenda will be mailed or faxed to all proposers on record as having received the Request for Proposal.
5. A proposer may correct, modify, or withdraw a bid by written notice received by the P.M. Vaughn, Chief Procurement Officer of the City of Lowell. prior to the time and date set for the bid opening. Request for Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.____". Each modification must be numbered in sequence, and must reference the original Request for Proposal.
6. The rental contract shall be subject to annual appropriation and funding.

E. PROPOSAL SUBMISSION REQUIREMENTS

Each proposal must include, at a minimum, the following documents:

1. A statement indicating that the property meets the minimum criteria stated in the specification. The proposer must also state in detail how those criteria are presently met, or if alterations are needed, how the criteria will be met in full as of the projected date of occupancy on July 1, 2017.
2. A statement indicating the exact location of the property and the parking area provided for the lessee. The lessee must provide 130 parking spaces, but the lessee will include parking costs in their proposal. In the event, a proposer is
3. Additional statements describing how each of the comparative criteria are provided by the rental property.
4. A listing containing the names and phone numbers of three former or existing lessees that may be contacted as references.
5. A floor plan of the property as it exists or as it will be after alteration. The plan must show all areas, including spaces listed in the specifications, bathrooms, entrances and common areas.
6. A detailed statement as to what finishes shall be provided along with samples of floor and wall finishing.
7. A signed copy of the "Certificate of Non-Collusion".
8. A signed copy of the "Tax Compliance Statement"
9. A list of references
10. Each proposer must submit a Disclosure of Beneficial Interests as per M.G.L.c7,§40J.
11. A completed, signed copy of the cost proposal form "RFP17-48 – LEASE OF OFFICE SPACE".

Only proposals that contain fixed lease payments (same each month) will be considered. Proposers may enclose any additional documentation or literature describing the property which they feel will address the specifications and the minimum criteria.

F. EVALUATION COMMITTEE
Recommendation of the successful proposer, based upon evaluation of proposals will be made by the members of the evaluation committee selected by the P.M. Vaughn, Chief Procurement Officer of the City of Lowell.

G. VISITATION
The City of Lowell's technical review committee will conduct site visits for all competitive, qualifying proposals, to verify information provided in the proposals, and to perform detailed evaluations of the proposed space. The proposer should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent.

H. PROPOSAL EVALUATION AND AWARD

1. Proposals will be evaluated and the contract awarded in compliance with applicable statutes of the State of Massachusetts.
2. The City of Lowell, reserves the right to accept or reject any or all proposals, to waive any immaterial informalities therein, and to advertise for new proposals where the acceptance, waiver, or readvertisement would be in the best interest of the City.
3. The City of Lowell's object is to obtain the space most advantageous to its needs at the lowest cost. The City of Lowell will evaluate all proposals for conformity to the requirements and to the degree for which they satisfy the minimum criteria and objectives as defined in this Request for Proposal.
4. It is expected the City of Lowell and School Department shall award the contract by July 1, 2017.

SECTION III. PURPOSE AND SCOPE OF CONTRACT

The School Committee of the City of Lowell desires to lease office space to house all administrative and student registration functions of the Lowell Public Schools which are not specifically part of school building administration. These offices include: School Committee, Superintendent of Schools, Human Resources, Curriculum and Instruction, Business Offices, Special Education, Early Childhood, Food Services, Transportation, Maintenance and Operations, Family Resource Center, Information, Technology & Communication Services Office, Grants Administration, Title I Federal Program, English Language Learners Program, Instructional Technology and Administrative Data Processing. The total area to be leased will be approximately 41,000 square feet.

SECTION IV. MINIMUM CRITERA:

- The minimum square footage as outlined in ***Attachment #1 – Lowell Public Schools, Central Office Programmatic Requirements".*** It is anticipated that the total area leased will be approximately 40,000 square feet.

Detailed Programmatic Requirements.

- The proposed space must be located within the City of Lowell central business district, on a public transportation route preferred.
- The proposed space must have easy access by car, public transportation or walking.
- The proposed space must be available to the School Department on the date required for each lease requirement.
- Lessor will be responsible for confirming there are 130 parking spaces (115 employee space and at least 15 visitor spaces) in either a municipal parking garage or private parking garage/lot within walking distance from the proposed space. In the event, the parking spaces are in a municipal parking garage, the Lessee will pay for said parking

spaces. Please include municipal parking costs in your proposal. Private parking garage or parking lot is preferred.

- A minimum of 4,100 square feet must be located on the street level with immediate access to the public for the Family Resource Center. While it is preferred that the street level office space be located within the same building as above street level office space, the Lowell Public Schools will entertain proposals which provide an appropriate street level location for the Family Resource Center in a separate building location from the remaining office space for the administration located within the City of Lowell central business district, on a public transportation route preferred. Lessor will be responsible for confirming there are 10 employee parking spaces in either a municipal parking garage or private parking garage/lot within walking distance from the proposed space. In the event, the parking spaces are in a municipal parking garage, the Lessee will pay for said parking spaces. Please include municipal parking costs in your proposal. Private parking garage or parking lot is preferred.
- Exterior and interior windows must be cleaned twice annually at the expense of the Lessor.
- Lessor must provide public exterior signage indicating that the space is occupied by the Lowell Public Schools, Central Offices. If there is an existing internally illuminated sign, then the Lessor will add the Lowell Public Schools.
- Lessor must provide public interior signage directing the visitors to the space. Signage must provide at the main entrance, directories, hallways and elevators. If needed, signage will be needed at the greeting area off the elevator directing visitors to the correct area.
- Lessor is ***NOT*** responsible to provide daily cleaning; however, the trash removal of space provided and cost must be included in rental fee.
- Electricity, heat, air conditioning, water and sewerage must be included in the rental fee. All utilities shall be the responsibility of the Lessor.
- All areas designated to be occupied by personnel must be provided with fresh air ventilation. Central air conditioning is required for all proposed office spaces.
- All wall surfaces shall be freshly painted prior to occupancy and all wall surfaces shall be touch-up painted annually during the course of the lease.
- High-speed elevator services must be available if leased space consists of more than one floor.
- The building must be handicapped accessible in accordance with the requirements of the American Disabilities Act..
- Parking spaces complying with all State and Federal regulations, including those of the Americans with Disabilities Act.
- Taxes must be included in the rental fee.
- All areas of the leased space which are occupied by staff will be provided with fresh air ventilation. HVAC system must be designed to maintain a winter indoor setpoint of 72°F. HVAC sound levels are not to exceed a noise criterion (NC) number of 35.
- Electrical service must be of sufficient capacity to provide adequate power for the building's electrical equipment and power required to operate all Lessee's equipment.
- Proposed building must comply with all applicable federal, state and local code requirements.
- The building must comply with building codes for life safety. Life safety hazards detected either before or during occupancy shall be corrected at the proposer's expense.
- Emergency lighting must comply with current code standards within leased premises all along paths of egress. All fire protection equipment and materials must be maintained in accordance with applicable codes and ordinances. This includes, but is not limited to,

overhead sprinklers, fire doors, fire walls, stops, fire extinguishers, fire escapes, exit route diagrams, exit signs emergency lighting and alarm systems.

- Proposer must confirm that all hazardous substances in or under the proposed building or property, whether presently known or discovered, shall be remedied to the satisfaction of the Lessee prior to its occupancy of the building.
- Lessee must have access to premises at all times, evenings and weekends, seven days a week. This may be accomplished by using security guards or by means of a master key, electronic card or similar restrictive entry system.
- Premises must be maintained in good repair and tenantable condition. The building and grounds are to be kept clean and free from litter and the grounds are to receive proper landscaping care. Snow and ice is to be removed from all entrances, passageways sidewalks, common areas and public areas abutting land upon which the building is situated, as well as parking areas if part of rental agreement. Snow and ice to be removed before normal work hours and thereafter as necessary. Salt and sand are to be used as necessary to ensure safety.
- The Lessor is to provide the continuous routine maintenance and repair and/or replacement of broken glass, roof and ceiling leaks, floors, walls, ceiling, foundation, plumbing, locks, fire protection equipment, lighting fixtures and lamps, heating, ventilation and a/c systems, security systems and elevators. HVAC equipment is to be serviced, filters replaced and diffusers cleaned in accordance with manufacturer's recommendation. The Lessor must, at its expense, clean the exterior and interior windows at least twice annually during the term of the lease.
- During the lease term, the landlord is responsible for replacing with equal goods worn or damaged ceiling tiles, carpet when backing becomes visible, hazardous or greater than four years old, and repair and repainting of wall surfaces to the satisfaction of the Lessee.
- Floors must be carpeted with commercial grade carpet or high quality fully finished hardwood floors. The Lessor must, at its expense, replace carpet as need during the term of the lease.
- Lessor shall have carpet of the entire premises professionally shampooed once the first year of the lease, once the second year of the lease and twice the third year of the lease. The schedule will be presented to the Superintendent of Schools or the designee within three months of the first day of occupancy.
- Carpeting at the main entrance ways must be replaced by the start of the lease period.
- The Computer Network Room will have a self-contained air-conditioning unit which will be separately controlled in order to regulate and maintain a desired temperature for the computer equipment and separately controlled from the central air conditioning system..
- Conduit must be provided for computer service to all areas.
- Conduit must be provided for electrical outlets and for phone service to all areas.
- The proposed space must provide restroom facilities (men's and women's bathrooms) at street level for the public and separate restroom facilities (men's and women's) for Lowell Public School employees on each floor of office space. A minimum of two (2) toilet stalls shall be included in each men's bathroom and four (4) stalls in each women's bathroom for employee use on each floor of office space.
- The proposed space must carry adequate fire and extended coverage insurance on the building of which the leased premises are a part.
- The proposed space must provide 24-hour security by means of a security guard or security alarm system.
- The proposed space must provide access to shipping and receiving, and separate entrance dock for delivery of all supplies and materials.

The following is a description of inter-office relationships. This is to assist the proposer in submitting an office plan.

- The Superintendent's Office shall consist of approximately 11,000 square feet of space, inclusive of the designated staff and offices outlined in this attachment. It would be advantageous for the departments that fall under the Superintendent of Schools to be located within close proximity (same floor) to this Office. This includes the Office of the Superintendent Staff, Human Resources, Student/Staff Data Offices, Information, Technology & Communication Services Office and Office of Accountability. However, the Personnel Office must be located in an area convenient to the elevator or outside entry for ease of access to applicants and staff. The 2,000 square feet of File/Storage (Old/Dead Files) for the Human Resources Office does not need to be located on the same floor as the primary office.

- The Deputy Superintendent of Student Support Service's Office shall consist of approximately 17,000 square feet of space, inclusive of the designated staff and offices outlined in this attachment. It would be advantageous for the departments that fall under the Student Support Service's Office to be located within close proximity (same floor) to the Office. This includes the Office of Student Support Services, Special Education Office and Early Childhood Office. The 2,000 square feet of File/Storage (Old/Dead Files) for the Special Education Office does not need to be located on the same floor as the primary office.

  The Family Resource Center (student enrollment) is to be located at street level easily accessible to the public. The Family Resource Center shall consist of approximately 4,100 square feet of space, inclusive of the designated staff and offices outlined in this attachment.

- The Assistant Superintendent of Finance & Operations Office shall consist of approximately 5,900 square feet of space, inclusive of the designated staff and offices outlined in this attachment. It would be advantageous for the departments that fall under the Finance and Operations Office to be located within close proximity (same floor) to the Office. This includes the Finance and Operations, Payroll Office, Grants Department, Facilities and Operations and Food Service. Please note the breakroom & kitchenette (1,200) may be relocated in a more common area closer to building employees.

- The Assistant Superintendent of Curriculum & Instruction's Office shall consist of approximately 7,300 square feet of space, inclusive of the designated staff and offices outlined in this attachment.

- Three (3) conference/training rooms each of approximately 1,000 square feet are required to be included within the proposed space. It would be advantageous for the conference/training rooms to be located in an area convenient to the elevator or outside entry for ease of access to applicants and staff.

SECTION V. OCCUPANCY REQUIRMENTS:

The minimum square footage as outlined in the enclosed four page ***Attachment #1 – Lowell Public Schools, Central Office Programmatic Requirements".*** It is anticipated that the total area leased will be approximately 41,000 square feet.

These square footage areas are the approximate need for each professional group, the City will consider slightly smaller spaces for each functional group, providing the lessor is able to provide a floorplan that is reasonable and maintains the intent of the square footage requirements of this RFP.

SECTION VI. LEASE REQUIRMENTS:

- July 01, 2017
  - Approximately 41,000 square feet
  - The space required for July 1, 2017 must be ready for occupancy without any major build out required. Minor alterations, carpeting and paint must be completed before July 01, 2017.
  - The Family Resource Center must be on the ground floor of the building with direct access to the street.

SECTION VII. COMPARATIVE CRITERIA

Include descriptions of the following:

- Physical space and its' design
- First floor frontage
- Parking provided for lessee.
- Restroom Facilities
- Finishes

EVALUATION

The Chief Procurement Office or their Designee shall select the persons responsible for the evaluation of the proposals.

1. SPACE

HIGHLY ADVANTAGEOUS	• Completely groups departmental functions as requested • 2 or more exits per floor • Outside windows which admit natural light • Office will be clearly marked and appear on all office directories
ADVANTAGEOUS	• Mostly groups departmental functions • 2 exits per floor • Outside windows which admit natural light • Office will be clearly marked and appear on all office directories
NOT ADVANTAGEOUS	• Partially groups department functions • Less than 2 exits per floor • No windows which admit natural light • No office directory but clearly marked
UNACCEPTABLE	• Space design that does not consider departmental functions • One exit per floor • No windows which admit natural light • No office directory, not clearly marked

2. GROUND FLOOR FRONTAGE for Family Resource Center

HIGHLY ADVANTAGEOUS	• Windows on main street • Able to accommodate 2 outside signs 4'x 9' • Direct access from main street to office space
ADVANTAGEOUS	• Windows on main street • Able to accommodate an outside sign 2'x 4.5' • Access from main street to office space
NOT ADVANTAGEOUS	• No window space on main street • Able to accommodate small outside sign • Access from side street to office space
UNACCEPTABLE	• No window space on main street • Unable to accommodate any signage • Access from side street or rear of building to office space

3. LOCATION

HIGHLY ADVANTAGEOUS	The proposed office space(s) is located in the City of Lowell central business district and on a public transportation route.
ADVANTAGEOUS	The proposed office space(s) is located in the City of Lowell within a central business district.
NOT ADVANTAGEOUS	The proposed office space(s) is NOT located in the City of Lowell within a central business district but on a public transportation route.
UNACCEPTABLE	The proposed office space(s) is NOT located in the City of Lowell central business district and NOT located on a public transportation route.

4. PARKING SPACES

HIGHLY ADVANTAGEOUS	• 115 spaces in close proximity to building
ADVANTAGEOUS	• 115 spaces less than 1/10 of a mile from building
NOT ADVANTAGEOUS	• 115 spaces more than 1/10 of a mile but less than ¼ of a mile away
UNACCEPTABLE	• 115 spaces more than ¼ of a mile from building

5. ADJACENT PARKING SPACES

HIGHLY ADVANTAGEOUS	• Free parking in front of building
ADVANTAGEOUS	• Free or metered parking in front of building
NOT ADVANTAGEOUS	• Metered parking in front of building
UNACCEPTABLE	• No parking in front of building

6. CARPETING AGE

HIGHLY ADVANTAGEOUS	• New 30oz. Commercial carpeting or hardwood flooring
ADVANTAGEOUS	• Recently new within 3-5 years and professionally cleaned just prior to occupancy
NOT ADVANTAGEOUS	• More than 5 years old
UNACCEPTABLE	• Concrete or Tile flooring other than in an entry way

7. CARPETING QUALITY

HIGHLY ADVANTAGEOUS	• Neutral color (gray, dark green, mauve) • Easily maintained, excellent quality for office space
ADVANTAGEOUS	• Easily maintained, good quality for office space
NOT ADVANTAGEOUS	• Difficult to maintain, poor quality for office
UNACCEPTABLE	• Carpeting or Hardwood floors in poor condition

8. BATHROOM FACILITIES - Employee

HIGHLY ADVANTAGEOUS	Ladies room(s) has at least 4 stalls and 3 sinks Mens room(s) has at least 2 stalls, 2 urinals and 3 sinks Handicapped bathrooms
ADVANTAGEOUS	Ladies room(s) has 3 stalls and 2 sinks Mens room(s) has 2 stalls, 1 urinal and 2 sinks Handicapped bathrooms
NOT ADVANTAGEOUS	Ladies room has less than 3 stalls and 2 sinks Mens room has less than 2 stalls, 1 urinal and 2 sinks No handicapped bathroom
UNACCEPTABLE	Ladies room has 1 stall and 1 sink Mens room has 1 stall and/or urinal and1 sink No handicapped bathroom

9. WALLS

HIGHLY ADVANTAGEOUS	All walls newly painted
ADVANTAGEOUS	All walls are pristine, no visible marks and painted within past 5 years
NOT ADVANTAGEOUS	Walls have not been painted in past 5 years, no visible marks
UNACCEPTABLE	Walls not painted; dirty, marked walls

10. POWER, PHONE, DATA CABLING

HIGHLY ADVANTAGEOUS	All areas have or will existing power, phone and data cabling for all employee workstations.
ADVANTAGEOUS	Only perimeter walls have or will have power, phone and data cabling
NOT ADVANTAGEOUS	Less than 50% of the area has or will have existing power, phone and data cabling for all employee workstations.
UNACCEPTABLE	Extension cords or exposed wires/cables

11. FUNCTIONAL GROUPINGS

Note: This grouping does not include the Family Resource Center, which must be located on the ground floor of one building.

HIGHLY ADVANTAGEOUS	All functional groupings are located in same office building on the same floor
ADVANTAGEOUS	All functional groupings are located in same office building on two different floors
NOT ADVANTAGEOUS	All functional groupings are located in same office building on two or more different floors
UNACCEPTABLE	Functional groupings are split up in different buildings

SECTION VIII. SELECTION PROCEDURES

The Chief Procurement Officer and the Lowell Public Schools Business Office will review all proposals to ensure they have met the minimum criteria and are responsive and responsible bidders. Should it be determined that only one offeror is clearly more highly qualified that the others, a lease with that proposer must be negotiated and recommended by the committee for Lowell School Committee approval and award.

SECTION IX. LEASE CONTRACT

The successful proposer shall not assign, transfer or sublet this lease unless specific permission to do so is granted in writing by the City of Lowell. Any such person or agency thus assuming the lease may be required by the City to execute an amendment to the contract assuming all obligations held by the contractor under the original lease and shall comply with all provisions of the original contract.

All awards and lease shall be subject to appropriation and funding and the City of Lowell reserves the right to budget all available appropriations and funding in the best interest of the City of Lowell School Department.

* * * VERY IMPORTANT * * *

At the time of contract award the recommended proposer must be registered with the Secretary of the Commonwealth of Massachusetts with a designated **Entity Type** and **Identification Number.**

The exact Corporation Name, Entity Type and Location of your Principal Office must match the information submitted in your submitted proposal.

If you will **NOT** agree with this condition, **please do NOT submit a proposal.**

SECTION X. SUBMISSION REQUIREMENTS

Interested firms must submit the following information based on the scope of work and selection criteria outlined in earlier sections.

All proposals must be submitted in 8 ½" X 11" sheets of paper. Proposal submission must include one original and three (3) copies of the proposal. Proposal should be submitted and clearly label with the following:

Title: NON-COST PROPOSAL - PROPOSAL FOR RENTAL OF OFFICE SPACE
From: Name and Address of Proposer
To: P. Michael Vaughn, Chief Procurement Officer
Purchasing Department
375 Merrimack Street, Room 60
Lowell, MA 01852

The City of Lowell reserves the right to reject any and all Proposals that do not meet the submission requirements, minimum and comparative criteria.

Each proposal **must contain**, as a minimum, the following documents:

1. NON-COST PROPOSAL

TRANSMITTAL LETTER

Each proposal shall include a letter of transmittal, not to exceed two pages in length, which bears the signature of an authorized representative of the prime contractor and designates by name not more than two (2) individuals who will execute the contract with Lowell on behalf of the prime contractor. The letter of transmittal shall also state that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.

The letter of transmittal may also briefly set forth any particular non-cost information the proposer wishes to bring to the City of Lowell's attention and **MUST NOT IDENTIFY ANY INFORMATION IN THE COST PROPOSAL.**

NARRATIVE

Please include a narrative of five pages maximum discussing your qualifications that should be considered by the City in reaching a decision. Please incorporate the following questions in your text:

General Company Information

- When was your company founded and under what names has it operated?
- Is this company a subsidiary of another company? If so provide name of parent company.
- Has this company or product been purchased from another company? If so provide name of company, name of product and date of acquisition.
- How long has your company been in the property management and rental business and under what names has it provided this service?

Property Information
Each proposal must include, as a minimum, the following documents:

- A statement indicating that the property meets the minimum criteria stated in the specification. The proposer must also state in detail how those criteria are presently met, or if alterations are needed, how the criteria will be met in full as of the projected dates of occupancy of July 01, 2017.
- A statement indicating the exact location of the property(s) and the parking area proposed for the lessee.
- Additional statements describing how each of the comparative criteria is provided by the rental property(s).
- A listing containing the names and phone numbers of three former or existing lessees that may be contacted as references.
- A floor plan of the property as it exists or as it will be after alteration. The plan must show all areas, including spaces listed in the specifications, bathrooms, entrances and common areas.
- A detailed statement as to what finishes shall be provided along with samples of floor and wall finishings, if applicable.
- The School Committee of the City of Lowell will accept only proposals for level monthly rent payments over the term of the lease.
- Proposer may enclose any additional documentation or literature describing the property which they feel will address the specifications and the minimum criteria.

EXCEPTIONS

Please list any exceptions you have taken to this document citing your alternate proposal and its benefits to Lowell.

OTHER

1. Any other information that would help the LPS to evaluate the firm's qualifications with regard to the selection criteria.
2. Non-Collusion Form and Tax Compliance Form (Exhibit A and B)
3. Landlord's Beneficial Interest Disclosure Statement Form (Exhibit C)

REFERENCES

Provide a list of at least three (3) clients including a contact person and telephone number that will serve as appropriate references for your company's work (Exhibit D). Please include a list of clients lost during the last 18 months including a contact person and telephone number.

Offerors must NOT submit any cost information anywhere in the Non-Cost Proposal. Non-compliance with this requirement will result in disqualification.

2. COST PROPOSAL

All Cost Proposals must be submitted in 8 ½" X 11" sheets of paper. A separate package containing the one original and three (3) copies of the Cost Proposal (see EXHIBIT C form) must be labeled and submitted as follows:

Title:	COST PROPOSAL - PROPOSAL FOR RENTAL OF OFFICE SPACE
From:	Name and Address of Proposer
To:	P. Michael Vaughn, Chief Procurement Officer

Purchasing Department
375 Merrimack Street, Room 60
Lowell, MA 01852

Each cost proposal **must contain**, as a minimum, the following documents:

1. Cost Proposal (see EXHIBIT C form)

Each proposal will be embargoed upon opening until such time as the School Department has completed the evaluation and selection process.

EXHIBIT A - NON-COLLUSION STATEMENT
The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your non-cost proposal.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name of person signing proposal

_____

Name of Company

EXHIBIT B - TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

_____ _____

* Signature of Individual Corporate Officer
or Corporate Name (Mandatory)

_____

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C S. 49A.

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60, Lowell, MA 01852

EXHIBIT C - LANDLORD'S BENEFICIAL INTEREST DISCLOSURE STATEMENT

RFP 17-48
LEASE OF SPACE FOR LPS CENTRAL OFFICES

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L.c7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public Agency involved in this transaction:_____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: _____ Sale _____Lease or rental for _____(term):

4. Seller(s) or Lessor(s):_____

Purchaser(s) or Lessee(s):_____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. NOTE: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

NAME	ADDRESS

(continued next page)

5. (continued)

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature _____

Printed name: _____

Title: _____

Date: _____

Personally appeared the above-named _____, and being sworn, deposed, and says that he is the person named, and who signed the foregoing, and that the statements therein are true.

_____
(Notary Public)

My Commission Expires:_____

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60, Lowell, MA 01852

EXHIBIT D – REFERENCE FORM

RFP 17-48
LEASE OF SPACE FOR LPS CENTRAL OFFICES

As per Section E, Proposal Submission Requirements:

Reference #1

Name: _____

Address: _____

Contact Number: _____

Reference #2

Name: _____

Address: _____

Contact Number: _____

Reference #3

Name: _____

Address: _____

Contact Number: _____

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60,
Lowell, Massachusetts 01852

Cost Proposal Form (page 1 of 2)

RFP 17-48
LEASE OF SPACE FOR LPS CENTRAL OFFICES

To: The AWARDING AUTHORITY

_____ _____
Name of Bidder/Company Signature of Corporate Officer

I hereby propose.

The undersigned proposes to lease office space to the Lowell School Department according to the specifications dated January 17, 2017 for the Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

The undersigned bidder has received Addenda numbered _____ and has included their provisions in his bid.

NON-COLLUSION CERTIFICATE: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.

In submitting this bid, I agree:

1. To hold my bid open for thirty days after the date of bid opening.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and accept a contract with the City of Lowell School Department in an approved form, to perform and furnish all services scheduled in the Contract Documents for the Contract Price indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

CONTRACT: The undersigned agrees that, if he is selected as the successful proposer he will, within ten days (10), Saturdays, Sundays and legal holidays excepted after presentation thereof by the Awarding Authority and execute a contract in accordance with the terms and conditions of bid.

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60, Lowell, Massachusetts 01852
Cost Proposal Form (page 2 of 2)

RFP 17-48
LEASE OF SPACE FOR LPS CENTRAL OFFICES

CONTRACT PRICE – for the July 1, 2017 Space Requirements

PROPOSED MONTHLY RENT PAYMENTS
For July 01, 2017 to June 30, 2020

Monthly Rent Payment is $ _____

The proposed Total Price is $ _____

(_____)
in words (monthly rent times 36)

Monthly Rent Payment is $ _____
Option Year One - For July 01, 2020 to June 30, 2021

Monthly Rent Payment is $ _____
Option Year Two - For July 01, 2021 to June 30, 2022

PROPOSER INFORMATION

Name of Bidder: _____

Address: _____

_____

Telephone: _____

Email: _____

Date:_____

City of Lowell, Purchasing Department
City Hall, 375 Merrimack Street, Room 60,
Lowell, Massachusetts 01852

ACKNOWLEDGEMENT OF ADDENDA

RFP 17-48
LEASE OF SPACE FOR LPS CENTRAL OFFICES

The Bidder acknowledges all addenda.

ADDENDA NUMBER	DATE ISSUED

Lowell Public Schools

Central Office Programmatic Requirements

ATTACHMENT #1

Summary by Department	# of staff	Total Sq. feet
Office of the Superintendent	3	2295
Human Resources	5	4570
M.I.S. Department	12	2750
Office of Accountability	4	1000
Curriculum, Instruction, Assessment Office	15	7275
Office of Finance & Operations	18	5945
Student Support Services	13	4425
Early Childhood Programs & Services	8	1950
Family Resource Center	10	4100
Special Education Department Administration	23	6850
	111	**41,160**

		# of staff	Sq. feet	# of Spaces	Total Sq. feet
Office of the Superintendent					
Office	Superintendent	1	300	1	300
Office Space	Confidential Secretary to Superintendent.	1	150	1	150
Office	Bargaining Counsel	1	150	1	150
Closet		0	25	1	25
Bathroom		0	70	1	70
Waiting area		0	300	1	300
Adjourning Conference Room		0	400	1	400
Breakroom with kitchette		0	400	1	400
File/Storage Area		0	500	1	500
					2295
Human Resources					
Office	Director	1	300	1	300
Office Space	Executive Secretary	1	150	1	150
Office	Assistant Director	1	150	1	150
Office	Interim Teacher Academy Facilitator	1	150	1	150
Office Space	Account Clerk	1	120	1	120
Waiting area		0	300	1	300
Adjourning Conference Room		0	400	1	400
File/Storage Area (active)		0	1000	1	1000
File/Storage Area (inactive)		0	2000	1	2000
					4570
M.I.S. Department					
Office	Interim Information,Comm. & Tech. Director	1	300	1	300
Office	Network Manager	1	150	1	150
Office	Assistant Network Manager	1	150	1	150
Office Space	Help Desk Manager	1	150	1	150
Office	District Webmaster	1	150	1	150
Office	Network Engineer	1	150	1	150
Office Space	Computer Repair Technicians	4	100	4	400
Office	Student Database Administrator	1	150	1	150
Office Space	Assistant Database Administrator	1	100	1	100
Repair & Service Area		0	500	1	500
Data/Network Closet		0	50	1	50
Storage Room		0	500	1	500
					2750

Lowell Public Schools

Central Office Programmatic Requirements

ATTACHMENT #1

		# of staff	Sq. feet	# of Spaces	Total Sq. feet
Office of Accountability					
Office	Title I Director	1	150	1	150
Office	School Improvement Coordinator	1	150	1	150
Office	Coord., Research, Testing, Assessment	1	150	1	150
Office Space	Account Clerk	1	150	1	150
Adjourning Conference Room		0	400	1	400
					1000
Curriculum, Instruction, Assessment Office					
Office	Interim Assistant Superintendent	1	300	1	300
Office Space	Executive Secretary	1	150	1	150
Office	Coordinator of Science & Social Studies	1	150	1	150
Office	Coordinator of Mathematics K-12	1	150	1	150
Office	Coordinator of Language & Literacy K-12	1	150	1	150
Office	English Language Education Coordinator	1	150	1	150
Office	STEM District Specialist	1	150	1	150
Office	District Support Specialist	1	150	1	150
Office	Parent Liaison	1	150	1	150
Office Space	Liaison, Title One	1	150	1	150
Office	English Language Assessment (K-8)	1	150	1	150
Office	Technology Integration Specialist	1	150	1	150
Office	Technology Integration Specialist	1	150	1	150
Office	Technology Integration Specialist	1	150	1	150
Office Space	Account Clerk	1	150	1	150
Closet		0	25	1	25
Bathroom		0	150	1	150
Waiting area		0	200	1	200
Adjourning Conference Room		0	400	1	400
File/Storage Area		0	500	1	500
Professional Development Area		0	2400	1	2400
Training Area		0	1200	1	1200
					7275
Office of Finance & Operations					
Office	Assistant Superintendent for Finance & Operations	1	300	1	300
Office Space	Executive Secretary	1	150	1	150
Office	Assistant Business manager	1	150	1	150
Office	Internal Auditor	1	150	1	150
Office	Grants Manager	1	150	1	150
Office Space	Account Clerk, AP	1	150	1	150
Office Space	Account Clerk, Grants	1	150	1	150
Office Space	Account Clerk, Grants	1	150	1	150
Office Space	Account Clerk, Payroll	1	150	1	150
Office Space	Account Clerk, Payroll	1	150	1	150
Office Space	Account Clerk, Payroll	1	150	1	150
Office Space	Receptionist	1	150	1	150
Office	Facilities Director	1	150	1	150
Office Space	Account Clerk, Facilities	1	150	1	150
Office	Food ServiceAssistant Director	1	150	1	150
Office	Food Service General Manager	1	150	1	150
Office Space	Food Service Administrative Clerk	1	150	1	150
Office Space	Food Service Administrative Clerk	1	150	1	150
Closet		0	25	1	25
Bathroom		0	70	1	70
Waiting area		0	300	1	300
Adjourning Conference Room		0	400	1	400
Break room & kitchette (building-wide)		0	1200	1	1200
Copy & Mail Room		0	400	1	400
File/Storage Area	Payroll Office	0	200	1	200
File/Storage Area	Business Office	0	500	1	500
					5945

Lowell Public Schools

Central Office Programmatic Requirements

ATTACHMENT #1

		# of staff	Sq. feet	# of Spaces	Total Sq. feet
Student Support Services					
Office	Deputy Superintendent	1	300	1	300
Office Space	Executive Secretary	1	150	1	150
Office	District Support Specialist	1	150	1	150
Office	District Title I Social Worker	1	150	1	150
Office	District Support Specialist	1	150	1	150
Office	Counsel of Student Services	1	150	1	150
Office	Counsel of Student Services	1	150	1	150
Office	District Support Specialist	1	150	1	150
Office	Coordinator	1	150	1	150
Office	21st CCLC Program Manager	1	150	1	150
Office	Attendance Supervisor	1	150	1	150
Office	Attendance Monitor	1	150	1	150
Office	Attendance Monitor	1	150	1	150
Closet		0	25	1	25
Waiting area		0	300	1	300
Adjourning Conference Room		0	500	1	500
File/Storage Area		0	500	1	500
Training Area		0	1000	1	1000
					4425
Early Childhood Programs & Services					
Office	Coordinator	1	150	1	150
Office	E.C. District Support Specialist	1	150	1	150
Office	Social Worker	1	150	1	150
Office Space	Data Management Specialist	1	100	1	100
Office Space	Parent Liaison	1	100	1	100
Office Space	Parent Liaison	1	100	1	100
Office Space	Parent Liaison	1	100	1	100
Office Space	Parent Liaison	1	100	1	100
File/Storage Area		0	1000	1	1000
					1950
Family Resource Center					
Office	Coordinator	1	300	1	300
Office Space	Receptionist	1	150	1	150
Office Space	Enrollment Clerk	1	150	1	150
Office Space	Enrollment Clerk	1	150	1	150
Office Space	Enrollment Clerk	1	150	1	150
Office Space	Enrollment Clerk	1	150	1	150
Waiting area		0	750	1	750
Office	District Homeless Liasion	1	150	1	150
Office	Nurse	1	150	1	150
Office	Testing & Assessment	2	100	20	2000
					4100

Lowell Public Schools

Central Office Programmatic Requirements

ATTACHMENT #1

		# of staff	Sq. feet	# of Spaces	Total Sq. feet
Special Education Department Administration					
Office	Director	1	300	1	300
Office	Assistant Administrator	1	150	1	150
Office Space	Executive Secretary	1	150	1	150
Office	System Info Clerk	1	150	1	150
Office Space	Clerk	1	150	1	150
Office Space	Clerk	1	150	1	150
Office Space	Clerk	1	150	1	150
Office Space	Clerk	1	150	1	150
Office Space	Clerk	1	150	1	150
Office Space	Clerk	1	150	1	150
Office Space	Clerk	1	150	1	150
Office Space	ETC	8	150	8	1200
Office	Scanning & Assessment Room	0	150	2	300
Office	School Pychologist	1	150	1	150
Office	ETC, BCBA & Autism Specialist	3	300	1	300
Waiting area		0	300	1	300
Adjourning Conference Room		0	600	1	600
File/Storage Area (active)		0	2000	1	2000
File/Storage Area		0	200	1	200
					6850

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the School Department to proceed under the provisions of Massachusetts General Laws Chapter 30B for the lease of property for the Lowell Public Schools Central Offices.

The City of Lowell of desirous of leasing property to be used for office space for the School Department; and

The City Council must authorize the School Department to proceed under the provisions of Massachusetts General Laws Chapter 30B, in order to lease such property for a period of three (3) years with two (2) one year options; and

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the School Department be and hereby is authorized to execute and deliver any and all other documents related to the leases of said property on such terms and conditions as the School Department deems in the best interest of the City of Lowell.

BE IT FURTHER VOTED:

Said Lease shall be for a term of three (3) years with two (2) one year options terminating on June 30, 2020, subject to annual appropriation, and shall be in accordance with the form, or substantially the form, attached hereto.

In City Council June 27, 2017, Read twice and adopted on roll call vote 9 yeas. So Voted./s/Michael Q. Geary, City Clerk

Approved by City Manager Kevin J. Murphy June 28, 2017.

A true copy
ATTEST:

Michael Q. Geary
City Clerk

V:schooldept-voteLPScentral

BON MARCHE TRUST
87 PEVEY STREET
LOWELL, MA 01851
978-458-9762

August 25, 2017

Lowell School Department
155 Merrimack Street
Lowell, MA 01852

Attn: Mary Bator

Re: Contracts

Nicholas C. Sarris may sign any contract on behalf of Bon Marche.

Thank you,

Nicholas C. Sarris

NCS/mes

June 17, 2020

TO: MA Governor Charlie Baker
MA Secretary of Education James Peyser
MA Commissioner of Education Jeffrey Riley
MA Senate President Karen Spilka
MA House Speaker Robert DeLeo

CC: State Senator Edward Kennedy
State Representative Rady Mom
State Representative David Nangle
State Representative Thomas Golden
Lowell City Council

WHEREAS, if schools are to re-open this fall in the midst of the COVID-19 pandemic, it is the responsibility of each school district to do so safely and responsibly; and

WHEREAS, it is the responsibility of the state to ensure that each school district is able to pay for the enormous additional staffing, transportation and material expenses required to do this; and

WHEREAS, the state cannot expect mandatory COVID-19 safety guidelines to be followed without also ensuring that each school district has the funds required to implement these guidelines; therefore, let it be

RESOLVED: that the state must guarantee every school district full reimbursement for whatever COVID-19 expenses are required to follow state mandates.

We must ensure a statewide school re-opening that is safe, responsible and equitable.

THERE CAN BE NO UNFUNDED MANDATES FOR COVID-19.

Respectfully,

Lowell School Committee
Mayor John Leahy
Hilary Clark
Andre Descoteaux
Mike Dillon Jr.
Jacqueline Doherty
Robert Hoey
Connie Martin

United Teachers of Lowell

AFTMA/AFT/AFL-CIO
LOCAL 495

169 Merrimack St.
Lowell, MA 01852
Tel: 978.937.9039
Fax: 978.937.9544
Email: utl@utlowell495.org

June 11, 2020

Dr. Joel Boyd, Superintendent
Lowell Public Schools
155 Merrimack Street
Lowell, MA 01852

Dear Superintendent Boyd:

The members of the United Teachers of Lowell hereby request to donate sick leave days to the following members:

Janet Meehan	Paraprofessional	Murkland School	24
Maureen Rogers	Paraprofessional	Daley School	10

Thank you for your attention to this matter.

Sincerely,

Paul Georges
President

PG:ng
xc: Deb Jarvis
Minerva Palazzo

WE, THE UNDERSIGNED, MEMBERS OF THE PROFESSIONAL STAFF – UNIT "A" OF THE LOWELL SCHOOL DEPARTMENT, WISH TO DONATE ONE OR MORE OF OUR ACCUMULATED SICK LEAVE DAYS TO JANET MEEHAN A PARAPROFESSIONAL AT THE MURKLAND SCHOOL.

NAME	NO. OF DAYS	SCHOOL
Monique Yim	10	Murkland
Suvuth Huynh	3	Murkland
Sambath Soum	3	Murkland
Carol Villineau	2	Morey
Kimberly Sousa	2	Murkland
Susan Flynn	(1 day)	Washington School
Nancy Tredd	2	Murkland
Mary Paquin-Marquez	1	Butler

WE, THE UNDERSIGNED, MEMBERS OF THE PROFESSIONAL STAFF – UNIT "A" OF THE LOWELL SCHOOL DEPARTMENT, WISH TO DONATE ONE OR MORE OF OUR ACCUMULATED SICK LEAVE DAYS TO MAUREEN ROGERS, A PARAPROFESSIONAL AT THE DALEY MIDDLE SCHOOL.

NAME	NO. OF DAYS	SCHOOL
Beth Claffie	1	Daley School
Margarita Kulain	2	Daley School
Edwin Harris	2	Daley School
Karen Silva	3	Daley School
Ellen Cregg	2	Daley School

United Teachers of Lowell

AFTMA/AFT/AFL-CIO
LOCAL 495

169 Merrimack St.
Lowell, MA 01852
Tel: 978.937.9039
Fax: 978.937.9544
Email: utl@utlowell495.org

June 11, 2020

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Lowell Public Schools
155 Merrimack Street
Lowell, MA 01852

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Paul Georges
President

PG:ng
xc: Deb Jarvis
Minerva Palazzo

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NAME	NO. OF DAYS	SCHOOL
Monique Yim	10	Murkland
Suvuth Huynh	3	Murkland
Sambath Soum	3	Murkland
Carol Villineau	2	Morey
Kimberly Sousa	2	Murkland
Susan Flynn	(1 day)	Washington School
Nancy Tredd	2	Murkland
Mary Paquin-Marquez	1	Butler

WE, THE UNDERSIGNED, MEMBERS OF THE PROFESSIONAL STAFF – UNIT "A" OF THE LOWELL SCHOOL DEPARTMENT, WISH TO DONATE ONE OR MORE OF OUR ACCUMULATED SICK LEAVE DAYS TO MAUREEN ROGERS, A PARAPROFESSIONAL AT THE DALEY MIDDLE SCHOOL.

NAME	NO. OF DAYS	SCHOOL
Beth Claffie	1	Daley School
Margarita Kulain	2	Daley School
Edwin Harris	2	Daley School
Karen Silva	3	Daley School
Ellen Cregg	2	Daley School