



MCCPS Board of Trustees

MCCPS Monthly Board of Trustees Meeting

Published on November 22, 2022 at 8:31 AM EST
Amended on November 22, 2022 at 9:25 AM EST

Date and Time

Tuesday November 29, 2022 at 7:00 PM EST

Location

17 Lime Street
Marblehead, MA

Join Zoom Meeting

<https://us06web.zoom.us/j/98355446062?>

pwd=bVg2VzE4bEZUVXJqY0R4UIJnVmZ1dz09

Meeting ID: 983 5544 6062

Passcode: MCCPSbot

Agenda

	Purpose	Presenter	Time
I. Opening Items			7:00 PM
Opening Items			
A. Record Attendance and Guests		William Rockwell	
B. Call the Meeting to Order		Tim Wadlow	5 m
C. Approve Minutes	Approve Minutes	Tim Wadlow	2 m
II. Public Comment			7:07 PM
A. Public Comment	Discuss	Tim Wadlow	5 m

	Purpose	Presenter	Time
III. Opening Comments From Chair			
IV. Board Annual Items			
A. Upcoming Meeting Agenda Items	FYI	Tim Wadlow	
<ul style="list-style-type: none"> • Nov – <ul style="list-style-type: none"> ◦ MCAS Presentation ◦ Committee Memberships and Vice-Chairs ◦ Adopt School Calendar • Jan – HOS Mid-year review • Feb - Adopt School Calendar • March – Set up Satisfaction Survey, Set Annual Board Retreat Date, Presentation of HOS Annual Evaluation Form • April – Presentation by HOS of Annual Goals, Budget Adoption • May – HOS Annual Evaluation • June – Annual Board Retreat • July - Adopt Annual Report, by July 31, Adopt Annual Board Goals • August – Adopt HOS Goals, Open Annual Board Self Assessment • Sept – Review Annual Board Self Assessment • Oct – <ul style="list-style-type: none"> ◦ Approve the Head of School Goals ◦ Adoption of the Annual Audit ◦ Presentation on HOS Evaluation Process by the Personnel Committee 			
V. HOS Report			7:12 PM
A. Monthly Report	FYI	Peter Cohen	15 m
B. Approve the MCCPS 23-24 Calendar	Vote	Peter Cohen	5 m
VI. Other Business			7:32 PM
A. MCAS Results Presentation	Discuss	Matt Cronin	20 m
B. Potential New Board Members Interview: Katie Holt	Vote	Nick Santoro	15 m
C. Potential New Board Members Interview: Lindsay Smith	Vote	Nick Santoro	15 m
D. Committee Memberships	Vote	Tim Wadlow	10 m
E. MCCPS Warehouse Expansion Project - Ebbrell Proposal	Vote	William Rockwell	10 m
VII. Committee Updates			8:42 PM
A. Governance Committee	Discuss	Nick Santoro	5 m
B. Finance Committee	Discuss	Rudi Herve	10 m
C. Personnel Committee	Discuss	Artie Sullivan	5 m

	Purpose	Presenter	Time
D. Academic Excellence	Discuss	Jessica Xiarhos	5 m
E. Development & Communications	Discuss	Jessica Gelb	5 m
F. Strategic Plan Committee	Discuss	Nick Santoro	5 m
G. Facilities Task Force	Discuss	William Rockwell	5 m
VIII. Public Comment			9:22 PM
A. Public Comment	Discuss	Tim Wadlow	5 m
IX. Board Member Comments and Resolutions			9:27 PM
A. Board Member Comments and Resolutions	Discuss	Tim Wadlow	3 m
This is an opportunity for Board Member Comments and Resolutions			
X. Closing Items			9:30 PM
A. Adjourn Meeting	Vote	Tim Wadlow	

Coversheet

Approve Minutes

Section:	I. Opening Items
Item:	C. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	2022_10_25_board_meeting_minutes.pdf

DRAFT



MCCPS Board of Trustees

Minutes

MCCPS Monthly Board of Trustees Meeting

Date and Time

Tuesday October 25, 2022 at 7:00 PM

Location

17 Lime Street
Marblehead, MA

Join Zoom Meeting

[https://us06web.zoom.us/j/98355446062?
pwd=bVg2VzE4bEZUVXJqY0R4UIJnVmZ1dz09](https://us06web.zoom.us/j/98355446062?pwd=bVg2VzE4bEZUVXJqY0R4UIJnVmZ1dz09)

Meeting ID: 983 5544 6062

Passcode: MCCPSbot

Trustees Present

Artie Sullivan, Ian Hunt, Jessica Gelb, Jessica Xiarhos, Nick Santoro (remote), Paul Baker (remote), Peter Cohen (remote), Rodolphe Herve (remote), Tim Wadlow (remote), William Rockwell (remote)

Trustees Absent

None

Guests Present

Andrea Barlow, Carol McEnaney, Jeff Barry, Katie Holt, Stephanie Brandt, Steven Gleason

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Tim Wadlow called a meeting of the board of trustees of MCCPS Board of Trustees to order on Tuesday Oct 25, 2022 at 7:04 PM.

C. Approve Minutes

Ian Hunt made a motion to approve the minutes from MCCPS Monthly Board of Trustees Meeting on 09-27-22.

Nick Santoro seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Jessica Xiarhos	Abstain
Peter Cohen	No
Jessica Gelb	Aye
Nick Santoro	Aye
William Rockwell	Aye
Paul Baker	Abstain
Artie Sullivan	Aye
Ian Hunt	Aye
Rodolphe Herve	Absent
Tim Wadlow	Aye

II. Public Comment

A. Public Comment

- No public comment

III. Opening Comments From Chair

A. Opening Comments

- Tim Wadlow thanked both the BOT and meeting guests
- Time introduced guests
 - Steven Gleason, MCCPS parent
 - Katie Holt, MCCPS parent
- Tim highlighted a number of recent events
 - Recent Marblehead Weekly News article on MCCPS
 - Feedback Tim received after last month's meeting (including pushing the meeting along!)

IV. Board Annual Items

A. Upcoming Meeting Agenda Items

- Tim highlighted this month's items outside of usual monthly items
 - Approve the Head of School Goals
 - Adoption of the Annual Audit
 - Presentation on HOS Evaluation Process by the Personnel Committee
 - Committee Memberships and Vice-Chairs
- Rudi asked Peter to confirm Dean of Students' review of bullying policy, which Peter did

V. HOS Report

A.

Monthly Report

- Upcoming items
 - Parent coffee chat
 - FTF interviews architects after sending RFP for architect assistance with warehouse expansion
- Exhibition
 - Peter said school is looking to improve exhibition
 - Note: Peter mentioned exhibition is not going anywhere
 - Peter took feedback from community since his coming on as head of school
 - This exhibition
 - Continuing staggered start (4-5th grade starting first), conducting exhibition later than usual date (right before Thanksgiving)
 - Later to accommodate extra time taken during September to build relationships with students (which was done in response to COVID)
 - Surveyed faculty about usual versus new (Dec. 7) date, doing two exhibitions instead of three, splitting upper/lower grades' exhibition
 - Conversation will be continued during upcoming staff meeting
- Differences between lower and upper levels
 - 7th-8th grade have different recess area, looking at staggered schedule
 - Note: Community Meeting would remain common touch point
- Enrichments
 - Currently collecting new ideas for next semester (current enrichments offered through end of calendar year), some of which are coming from students- actively looking for parent input/volunteering
 - Ideas from students include "Explosive Science"
 - Paul Baker asked whether there are specific core areas/topics that have been identified for potential parent involvement
 - Peter said there aren't
 - Jess G. proposed sending note to parents explaining enrichment, what is involved in running one, etc.
- Enrollment
 - Currently at 224
 - Currently trying to hold off on adding 4-5th graders
 - Will start accepting applications soon (enrollment opens 11/15), looking for videographer
- Staffing
 - A couple leaves upcoming, one subsequent opening has been filled and MCCPS is still looking to fill the other
 - Currently examining responsibilities associated with some roles, some of which have caused confusion among community
 - Peter mentioned Principal v. Head of School roles as causing confusion, idea of adding Capital Campaign manager
 - Peter- there may be need to increase marketing line item in next year's budget to address shrinking class sizes and spread the word about MCCPS and its' unique educational approach

- Rudi noted the difficulty of creating compensation model for this role
 - Proposal for Cost of Living Stipend
 - This will be addressed in upcoming agenda item
 - Recess Cont.
 - Ian said he must have missed an email about recess controversy
 - Note: it sounds like Ian isn't checking his emails regularly!

B. Approve the Head of School Goals

- Goal 1
 - Jess X raised question about how Peter sees this goal evolving over coming years given plan to appoint teaching leads, ambiguity about principal role
 - Peter- if there is no principal, Peter would take on heavier evaluative workload... teaching leads would play increasingly larger role

Nick Santoro made a motion to Approve Head of School goals for School Year 2022-2023.

Paul Baker seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Nick Santoro	Aye
Artie Sullivan	Aye
William Rockwell	Aye
Ian Hunt	Aye
Jessica Gelb	Aye
Jessica Xiarhos	Aye
Peter Cohen	Abstain
Rodolphe Herve	Aye
Tim Wadlow	Aye
Paul Baker	Aye

VI. Other Business

A. Adoption of Annual Financial Audit

- Rudi delivered findings from yearly audit
 - Highlights
 - MCCPS financial reporting controls and compliance were both found to be without deficiency (this is strongest possible report)
 - \$613,00 surplus last year
 - Proposal raised to direct certain moneys toward special staff compensation bonuses (\$750/faculty member)
 - Proposal raised to allocate \$250k to Board Restricted Fund

Paul Baker made a motion to Provide a one time, \$750 cost of living stipend to MCCPS staff members in alignment with Dr. Cohen's proposal to be included in the November 15th payroll.

Ian Hunt seconded the motion.

- Peter explained logic behind this proposal

- Staff's handling of COVID pandemic, increased cost of living standard, MCCPS' solid financial footing
- Additional discussion
 - Concern about timing- MCCPS isn't yet 4 months into current FY and given that this money will come out of this year's operating budget and oil prices are skyrocketing, does BOT have fiduciary responsibility to wait on allocating this stipend while we ensure MCCPS is able to continue its financial success? Might it make sense to revisit this in a few months?
 - Optics question- given that we are allocating \$250k to Board restricted fund, would deciding not to provide this stipend cause problems?

The board **VOTED** to approve the motion.

Roll Call

Paul Baker	Aye
William Rockwell	Aye
Nick Santoro	Abstain
Artie Sullivan	No
Peter Cohen	Aye
Jessica Gelb	Aye
Tim Wadlow	Aye
Ian Hunt	Aye
Jessica Xiarhos	Abstain
Rodolphe Herve	Aye

B. Special Staff Compensation Bonus

Artie Sullivan made a motion to Allocate \$250,000 to the MCCPS Board Restricted Fund from a surplus stemming from the budget for the school year ending June 30th, 2022 as recommended by Finance Committee.

Nick Santoro seconded the motion.

- Additional items raised
 - Jeff noted that surplus calculation includes only state-allocated dollars, not those raised from private capital campaign(s)
 - Tim mentioned impending 2024 mortgage rate adjustment as something to keep an eye out for

The board **VOTED** unanimously to approve the motion.

Roll Call

Jessica Xiarhos	Aye
Rodolphe Herve	Aye
Ian Hunt	Aye
Jessica Gelb	Aye
Paul Baker	Aye
Peter Cohen	Aye
Tim Wadlow	Aye
Artie Sullivan	Aye
Nick Santoro	Aye
William Rockwell	Aye

C. HOS Evaluation Process Presentation

- Note: this was done before delivery of audit to allow Katie Sullivan, who led the presentation, to head home

- Katie Sullivan delivered presentation on the HOS evaluation process
 - Noted HOS evaluation is critical part of BOT's job, BOT members' homework (which was reading through paperwork associated with HOS evaluation)
 - Presentation attached with these meeting minutes
 - Sections include evaluation timeline, supporting evidence and criterion behind evaluation, performance standards & indicators among others
 - Note: Part II of BOT training will happen in March, 2023
- Q&A afterwards
 - Ian- asked if Peter will be delivering monthly updates on progress towards goals
 - Peter will now be including this in monthly HOS Report now that goals have been approved

D. Committee Memberships

- BOT must vote annually on committee memberships
 - BOT agreed to conduct this during next month's BOT meeting... committee chairs will send rosters beforehand

VII. Committee Updates

A. Governance Committee

- Discussed streamlining the onboarding process for BOT and committee members
- Matt Cronin and Nick are meeting tomorrow to discuss how new members (5 upcoming) will be onboarded

B. Finance Committee

C. Personnel Committee

D. Academic Excellence

- Guest speaker from Lift Learning during last meeting who spoke about their product, which they say is more aligned with MCCPS' project-based learning approach
 - Jess X noted that the tool is not cheap but that they will continue doing research on the project given that MCCPS' current attendance tool doesn't communicate well with Schoology, MCCPS' current project-learning software
- Minute Taker's WiFi went down

E. Development & Communications

- Three new members adding the committee

- Discussed creating one-pager to dispell common myths about Charter Schools and establishing a "parent/care-giver night out" to help re-engage and strengthen the MCCPS parent community

F. Strategic Plan Committee

- Didn't meet this month

G. Facilities Task Force

- RFP for architectural involvement with warehouse expansion sent out last week, currently awaiting responses (due 11/2)

VIII. Public Comment

A. Public Comment

- Katie Holt revisited topic of separate exhibitions for upper and lower grade levels, citing how busy the facility gets during Exhibition

IX. Board Member Comments and Resolutions

A. Board Member Comments and Resolutions

- Jess X raised question about pre-survey mentioned in HOS Goal #1
 - Peter mentioned an email will be sent to faculty soon
- Jess X also, citing Katie's remark about how different grade levels don't do combined presentations, mentioned that doing so would be worth doing as a way of strengthening the community feel at MCCPS

X. Closing Items

A. Adjourn Meeting

Paul Baker made a motion to Adjourn October 25th, 2022 meeting of the MCCPS Board of Trustees.

Ian Hunt seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:07 PM.

Respectfully Submitted,
William Rockwell

Documents used during the meeting

- 2022_09_27_board_meeting_minutes.pdf
- HOS Report to Board of Trustees 10_25_22.pdf
- Head of School Goals - P. Cohen 2022 DRAFT (3) (2).pdf
- Fin.Com. Presentation.pdf

- Draft_-_Marblehead_.pdf
- One Time Cost-of-living Stipend.pdf
- HOS Evaluation TrainingPart 122-23.pptx
- FinCom_notes_Sept_22.pdf
- MCCPS-Sep-2022-Financial_Statements_v1 Saved as PDF.pdf

Coversheet

Monthly Report

Section: V. HOS Report
Item: A. Monthly Report
Purpose: FYI
Submitted by:
Related Material: HOS Report to Board of Trustees 11_29_22.pdf



HOS Report to the Board of Trustees

Submitted by Peter Cohen, Ed.D

Meeting Date: November 29, 2022

● October Updates

- Coffee series
 - Coffee with the Head of School was held Wednesday November 16
- Exhibition Coming Soon: December 6
 - We have decided to transition to two Exhibitions per year (December and June). Individual grade levels may opt to share work in March too.
 - Goal: More choice for students
- Upper & Lower School
 - Two Lunch Blocks
 - Working on Upper School concept of school within a school: Navigation Academy at MCCPS in new space
- Enrichment is up and running - need more options
- November cost of living stipend well received

● Enrollment, Recruitment, Retention

- FY23 Budget is based on 224 students enrolled.
- Enrollment as of November 21 is 224:
 - Offers out to three students
- Received 35+ applications in first week that registration for enrollment lottery went live, including 22 4th graders

● HoS Goal Updates

- Goal One: Evaluation
 - HoS conducting observations
 - 34 Peer to Peer Lesson Visits to date as part of Teaching Force program
 - Staff satisfaction survey going out first week of December
- Goal Two: Criteria for Excellence & Portfolios
 - Student Led conferences scheduled for December
 - Portfolios will be shared at conferences
- Goal Three: Community Engagement
 - Coffees (2 to date)
 - Event at The Beacon
 - Collaboration between PTO, Dev/Com Committee, and HoS
- Goal Four: Facilities Oversight & Future Planning
 - Architect interviews complete
 - HVAC maintenance underway

Coversheet

Approve the MCCPS 23-24 Calendar

Section:	V. HOS Report
Item:	B. Approve the MCCPS 23-24 Calendar
Purpose:	Vote
Submitted by:	
Related Material:	DRAFT MCCPS MASTER CALENDAR 2023-2024.pdf

2023-2024 School Calendar

August/September 2023				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2023				
M	T	W	Th	F
	2	3	4	5
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2023				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2023				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January 2024				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

- August 2023**
 - 21 New Teacher Orientation
 - 22-25 Faculty Workshops
 - 28 First Day of School
- September 2023**
 - 1 No School
 - 4 Labor Day – No School
 - 13 Half Day for Students
- October 2023**
 - 6 Half Day for All
 - 9 Indigenous Peoples’ Day – No School
 - 31 Half Day for All
- November 2023**
 - 1 No School for Students - PD Day
 - 10 Veterans’ Day – No School
 - 21 Half Day for All
 - 22-24 Thanksgiving Break
 - 27 No School for Students – PD Day
- December 2023**
 - 5 Exhibition I
 - 6 Exhibition I, Part II – Half Day
 - 14-15 Early Release Days for Student-Led Conferences
 - 16 Open House
 - 22 Half Day for All
 - 23-29 Winter Break – No School
- January 2024**
 - 1-2 Winter Break – No School
 - 3 Half Day for Students
 - 12 Half Day for All
 - 15 MLK Jr. Day – No School
 - 20 Open House
- February 2024**
 - 7 Half Day for Students
 - 16 Half Day for All
 - 19-23 February Break – No School
- March 2024**
 - 6 Half Day for Students
 - 15 Half Day for All
 - 18 No School for Students – PD Day
 - 27 Half Day for Students
- April 2024**
 - 12 Half Day for All
 - 15-19 April Vacation
- May 2024**
 - 1 Half Day for Students
 - 24 Half Day for All
 - 27 Memorial Day – No School
- June 2024**
 - 5 Half Day for Students
 - 14 Exhibition II
 - 17 Exhibition II, Part II – Half Day
 - 17 8th Grade Graduation
 - 18 Last Day of School – Half Day
 - 19 Juneteenth – No School
 - 20-21 Faculty Workshops

February 2024				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March 2024				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April 2024				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June/July 2024				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Trimester One Ends December 6
 Trimester Two Ends March 15
 Trimester Three Ends June 18

	School Closed for Holiday or Vacation Or No School for Professional Development		First Day of School for Students
	Half Days for Students – Dismissal at 12PM Wednesday half days = PD for Faculty		Last Day of School for Students – Half Day
	Faculty Professional Development Days, no school for student on these days		Wednesday & Friday Dismissal is at 2:30PM
	Student -Led Conferences will take place in the afternoon on these dates. Early Dismissal for students.		

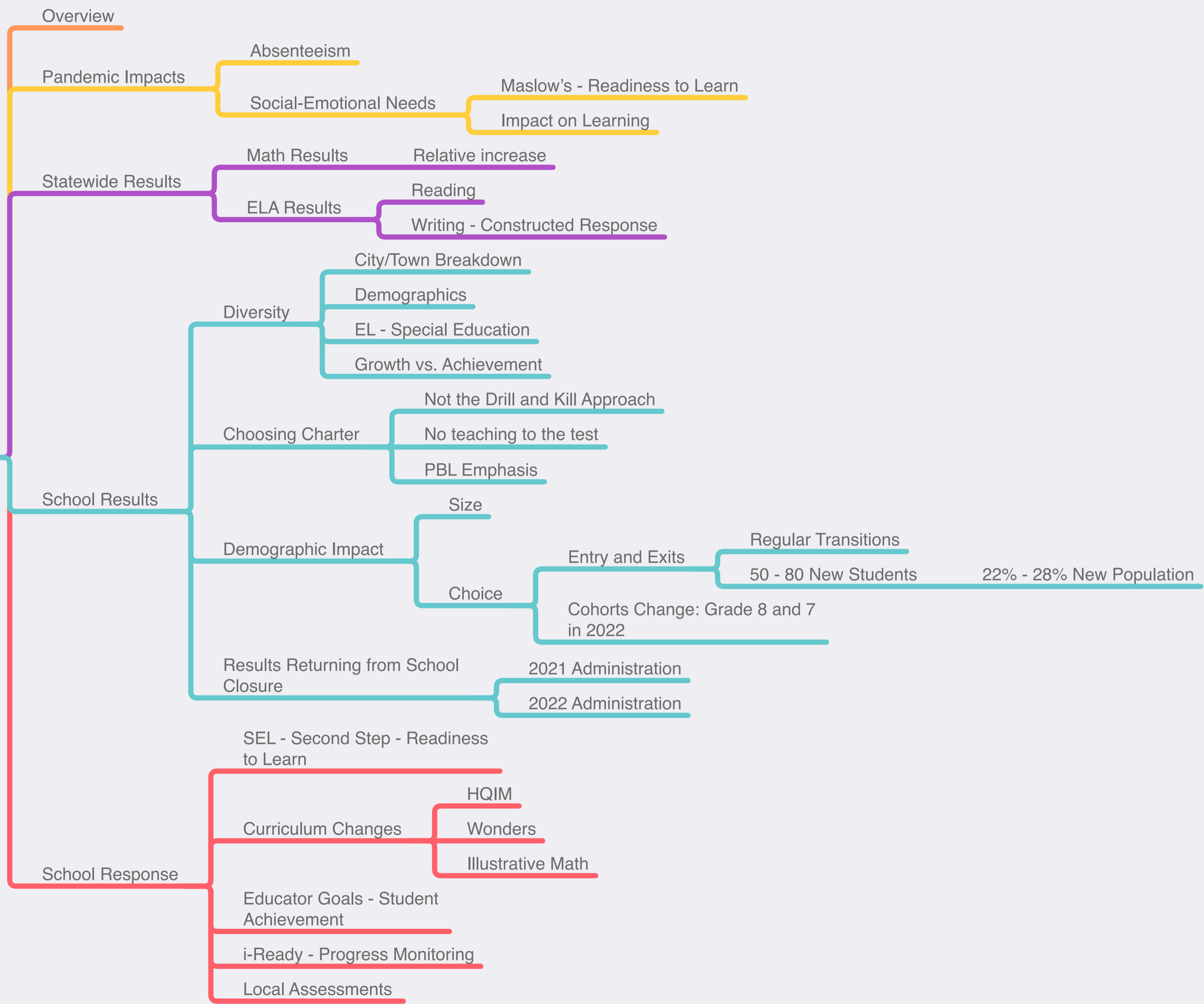
Marblehead Charter follows the Marblehead Public School district for all snow day closings or delays.
 Please visit www.marbleheadschoools.org/district/family-community/pages/school-closings

Coversheet

MCAS Results Presentation

Section:	VI. Other Business
Item:	A. MCAS Results Presentation
Purpose:	Discuss
Submitted by:	
Related Material:	MCAS Presentation - Board.pdf

MCAS Presentation



Coversheet

Potential New Board Members Interview: Katie Holt

Section:	VI. Other Business
Item:	B. Potential New Board Members Interview: Katie Holt
Purpose:	Vote
Submitted by:	
Related Material:	Katie Holt Statement of Interest.pdf Katie Holt Resume.pdf



Tim Wadlow <twadlow@marbleheadcharter.com>

Katie Holt Resume and Statement of Interest

5 messages

Katie Holt <katieholt@gmail.com>

Mon, Oct 31, 2022 at 11:52 AM

To: Tim Wadlow <twadlow@marbleheadcharter.com>

Good Morning,

Please accept the attached resume and this email as my formal application and statement of interest to serve on the Marblehead Community Charter Public School (MCCPS) Board of Trustees. I am very honored and excited about this opportunity and I thank the Board for considering me for this position.

In the year that my daughter Abigail joined the Charter community, I have felt nothing but gratitude and awe for the truly wonderful experience she is having at MCCPS. My daughter is thriving--academically, socially, and emotionally--and I have no doubt that much of the credit goes to the quality education she is receiving at the school. I would like to express my gratitude in giving back to the MCCPS community by devoting my time and talent to the school in anyway that I can, including by serving on the Board.

Thank you for your consideration.

Best,
Katie Holt
aka Abby's mom

 **KEH RESUME.docx**
19K

Tim Wadlow <twadlow@marbleheadcharter.com>

Mon, Oct 31, 2022 at 12:44 PM

To: Katie Holt <katieholt@gmail.com>

Cc: Peter Cohen <pcohen@marbleheadcharter.com>, Nicholas Santoro <nsantoro@marbleheadcharter.com>

Looks great, thank you Katie

I'm copying Nick so that he can add you to the agenda for governance.

Tim Wadlow
MCCPS Board Chairman
Father of Sage Wadlow, 6th Grade MCCPS Student

> On Oct 31, 2022, at 11:52 AM, Katie Holt <katieholt@gmail.com> wrote:

>

>

[Quoted text hidden]

Kathryn E. Holt
16 Farragut Road, Swampscott, MA 01907
(314) 412-3400
katieholt@gmail.com

EXPERIENCE:

**United States Department of Health and Human Services
Centers for Medicare and Medicaid Services, Boston, MA**

2010-2022

Branch Chief (2018-2022) Oversee and lead dynamic multi-city team, responsible for federal oversight of 13 state Medicaid programs throughout New England and the greater Southeast. Provide excellent management and guidance to ensure meaningful access to quality healthcare options for over 16.5 million Medicaid beneficiaries. Responded to ever-changing and evolving beneficiary and state needs during COVID public health emergency. Provide insight and advice to Senior Leadership Team. Developed and facilitated Center-wide structural reorganization.

Health Insurance Specialist, State Lead, Senior Caseworker, National Subject Matter Expert, Special Projects (2010-2018): Develop and interpret federal policy regarding Medicaid program. Conduct federal oversight of New England Medicaid programs. Provide technical assistance to state officials regarding operation of state Medicaid programs. Review managed care contracts and state-federal partnership contracts. Act as primary contact for state officials regarding the federal Medicaid program. Coordinate communications and actions among state officials, external stakeholders, federal agency officials. Represent the federal government at meetings with state officials and stakeholders. Investigate and resolve congressional inquiries on behalf of Medicaid beneficiaries. Review federal Medicaid laws and provide guidance to state officials. Develop presentations on various Medicaid-related issues, including Affordable Care Act, for internal and external audiences. As Senior Caseworker, manage regional casework team; interpret and apply Federal Facilitated Marketplace regulations; assist Marketplace consumers with complex enrollment issues; develop national Marketplace enrollment policies. As National Subject Matter Expert, oversee and facilitate nationwide team of CMS Marketplace Caseworkers, assigned to assist consumers with Marketplace enrollment issues. Coordinate with multiple business lines to achieve fluid policy guidance and development. As Special Projects lead for Regional Office, report directly to Associate Regional Administrator (ARA) and participate in weekly managerial meetings. Represent ARA in CMS and HHS committees. Analyze and interpret laws and regulations, draft policy statements and ARA communications to State Medicaid Directors. Recipient of CMS Administrator's Award for Achievement (2014) and Operational Excellence Award (2017).

Bryan Cave LLP, St. Louis, Missouri

2007-2009

Health Care and Life Sciences Regulatory Associate Attorney: Assisted private clients with health care policy, regulatory and compliance matters, including:

- Medicaid
- Medicare
- Anti-kickback
- Stark Law
- FDA regulations
- HIPAA and state privacy laws
- Certification and accreditation
- Billing and reimbursement
- Various state and federal health care regulations
- Licensure requirements
- Corporate structure and dissolution
- Internal investigations

Performed and organized nationwide, complex regulatory compliance surveys. Assisted in all aspects of provider audits, including responses, investigations, appeals, negotiations, and compliance protocols. Represented health care facilities and providers in False Claims Act and anti-trust litigation and performed related investigations. Coordinated provider, health care associations, and government relations. Researched and analyzed case law. Researched and analyzed FDA regulations. Assisted in transactional and litigation activities, including structuring advice in light of anti-kickback, fraud and abuse, and physician self-referral laws. Performed intensive diligence review in support of \$300 million hospital bond transaction. Developed client education presentations regarding health care regulatory matters. Clients included health care corporations, national ancillary service providers, hospitals, physician groups, long term care facilities and academic medical centers. Developed and advised legality of health care policies.

Schlichter, Bogard, & Denton, St. Louis, Missouri 2006-2007

Class Action/ERISA Contract Attorney: Coordinated client contact in multiple ERISA class actions. Interviewed potential named plaintiffs and supervised other contract attorneys. Researched and analyzed 401k corporate disclosure statements. Assisted supervising attorneys in drafting complaints, motions, and discovery requests. Reviewed pertinent case law and statutes.

City of St. Louis Public Defender Office, St. Louis, Missouri 2004-2006

Attorney II: Represented indigent criminal defendants in state felony and misdemeanor cases and trial settings. Researched and analyzed case law. Performed preliminary hearings, plea hearings, and sentencing hearings. Negotiated sentencing. Presented oral and written arguments in court, including discovery motions. Prepared cases for trial, deposed witnesses, performed investigations, second-chaired felony cases at trial. Performed voir dire in jury trials. Represented clients in bench trials. Coordinated and supervised intern clinic program for law and undergraduate students.

EDUCATION

Washington University School of Law, St. Louis, Missouri

J.D., May, 2004

Honors and Activities:

Deans List

NAPIL Pro Bono and Public Service Award

Alicia S. McDonnell Public Interest Fellow

CALI Award for Excellence

Interdisciplinary Environmental Clinic: Childhood Lead Poisoning Project

Washington University, St. Louis, Missouri

B.A., English Literature: May, 2001

MEMBERSHIPS:

Missouri Bar

Coversheet

Potential New Board Members Interview: Lindsay Smith

Section:	VI. Other Business
Item:	C. Potential New Board Members Interview: Lindsay Smith
Purpose:	Vote
Submitted by:	
Related Material:	Lindsay Smith Letter to MCCPS Board.pdf 2022 lindsay smith resume.docx.pdf

Lindsay Smith

15 Washington Street
Marblehead, MA 01945
562.546.3729
lindsayemsmith@gmail.com

15th October, 2022

Marblehead Community Charter Public School Board of Trustees

17 Lime Street
Marblehead, MA 01945

Dear MCCPS Board,

I am writing to you to express my deep interest in joining the MCCPS Board of Trustees. I am a parent of three amazing daughters, one who is in her second year at Charter as a fifth grader. I am also a middle school teacher. My entire career has been devoted to supporting students and their families in education. I love school and I believe public school has a powerful role in uplifting students and changing the fabric of American society. Public school is where change starts. Our incredible students are our greatest national resource as we move into the future. I often say to students that our schools are superhero factories. After all, we need superheroes to save the planet and fix the mess the grown ups have left. We should be preparing these superheroes with critical thinking skills, problem solving mindsets and collaboration and innovation instincts. These superhero students are already battling climate change, racial injustice, extreme economic disparities, gender inequality and hatred. School is where we all start as we strive to find where we belong and how we can make a difference. I want to join the board to help better serve our students, families and faculty. I want all kids to find their unique superpower and have fun learning so they continue learning new things for the rest of their lives. In short, I want MCCPS to be the best superhero factory around.

My family moved to Marblehead in May 2020 from San Francisco. We love our new community in Old town and our daughter is thriving at Charter. I had the awesome opportunity to volunteer teach in the fifth grade last week and I was blown away by these intelligent, kind students. They, like all children, deserve the very best school and I am committed to giving them that. The Board seems like an excellent opportunity to use my multiple perspectives (parent, teacher and active learner) to help MCCPS be the best. I once had a

dream to start my own charter school but I think learning the ropes from a board seat is more realistic at this stage in my career and family. I am grateful and excited to be considered for the opportunity to serve on the MCCPS board. Please don't hesitate to reach out with any questions. Thank you for your time and consideration. .

Sincerely,

Lindsay Smith

These are my superheros:



LINDSAY E. SMITH

15 Washington Street, Marblehead, MA 01945 ♦ 562-546-3729 ♦ lindsayemsmith@gmail.com

Education:

Tufts University / Shady Hill School Teacher Training Course, Cambridge, MA **2003-2005**

- M.A. Education
- Teacher training in middle school education (grades 5-9)
- Candidate for Massachusetts certification in Middle School History (June 2005)

Brown University, Providence, RI **1999-2001**

- B.A. American Civilization with a concentration in Religion and Civil Rights Studies
- Thesis: *The Role of Churches in the Latino Community of South Providence*

Colby College, Waterville, ME **1997-1998**

- Dean's List 1997-1998

Work Experience:

Jubilee Montessori International Preschool **2017-2019**

Assistant Teacher

- Part time teacher for ages 3-6
- Lead lessons and field explorations
- Prepared lunches for 15 students daily

College Track, Oakland, CA **2011-2015**

Director of College Advising

- Created first CT formal student advising program in Oakland, San Francisco, East Palo Alto and New Orleans serving 560 under-resourced, first generation and AB540 students on college campuses.
- Ran partnerships with local universities to support students academically, emotionally and financially.
- Launched external partnerships with iMentor, Beyond12 and Student Cohort Leadership program.
- Grew program from 320 students to 560 students and hired a team to manage.
- Maintained meticulous data reporting on all student cases in Salesforce.
- Lead monthly coaching and advising trainings for in house staff.
- Authored College Track's first College Advising Playbook 2015.
- Carried a caseload of up to 75 students with minimum bi monthly communications and support.
- Served on leadership team for awarding and distributing 4 million dollars in scholarship funds.

PrimaryOSHCare, Sydney, Australia **2009- 2010**

Director of Holy Cross After School

- Established an after school center at an independent school for students ages 5 - 12.
- Doubled student enrollment in one term to 36 children per day.
- Reported weekly to Australian Federal government.
- Managed staff, scheduling, fees and budgets for the entire center.
- Supervised an average of 30 children each afternoon.
- Designed, implemented and evaluated children's indoor and outdoor programming.

Harlem Children's Zone, Inc. – College Success Office, Harlem, NY **2008-2009**

Academic Coordinator, Social Worker

- Managed a caseload of 43 first generation university students from predominantly African-

American, Latino and low-income backgrounds.

- Presented workshops on financial literacy, academic support, health and wellness, professionalism and career planning to students and their families.
- Served as a member of the education committee for the *Harlem 100 Days of Peace and Purpose* community-service campaign, honoring and realizing President Obama's promise for change.
- Co- wrote the *Harlem 100 Days Lesson Plan Booklet*, an academically based call to service, in conjunction with the Obama Presidential Inauguration: <http://hcz.org/100days>.
- Researched developmental education tracks in Community Colleges and university learning centers to create remedial exam tutorials and help students earn full college credit for their coursework.
- Assisted with the coordination of an internship program, matching 125 students with supervisors and interest-fueled career training.
- Developed a framework for the summer institute, an academic preparation and college readiness program for students entering university in the fall.

Poly Prep Country Day School, Brooklyn, NY

2007-2008

Sixth and Eighth Grade English Teacher

- Established bi weekly writers' workshop.
- Collaborated with Andrea Lowenkopf weekly through the Teachers College Writing Project.
- Designed an advisory program for adolescents.
- Instituted a festival of student-directed performances of scenes from *Romeo and Juliet*.

Essex Middle School, Essex Junction, VT

2006-2007

Sixth Grade Head Teacher

- Co-led and developed team of forty students, taught Social Studies, Language Arts and Math.
- Created and implemented a World Cultures curriculum and sixth grade Language Arts course as an integrated thematic study cross disciplines.
- Composed African Studies Unit which was adopted by the Essex school district.
- Sought out and obtained approval and funding for a program to replace traditional desk chairs in the classroom with exercise balls.
- Established outdoor cooperative education orientation for incoming sixth graders.
- Worked closely with special educator team and supervised an in-class para-educator.

North American Hockey Academy, Stowe, VT

2005-2006

Eleventh Grade Teacher

- Created and taught a World History course with a focus on civil and human rights.
- Taught an individually- tailored Writing Composition course in line with the student's specific needs and an AP Psychology course.
- Responsible for written progress and final reports.

Mount Mansfield Winter Academy, Stowe, VT

2004-2005

Special Education Coordinator

English and Resource Skills Teacher

- Worked with sending school teachers to tailor lesson plans in line with students individual learning needs and created supporting special needs curriculum in conjunction with IEP's.
- Designed and taught four courses of ninth grade English curriculum. Also tutored privately for individual students.

Shady Hill School, Cambridge, MA

2004

Seventh Grade Head Teacher

- Only member of graduate cohort to be recruited for head teacher opening due to a maternity leave of absence for the fall term; assumed full faculty responsibilities.

- Shady Hill School, Cambridge, MA** **2003-2004**
Seventh Grade Apprentice Teacher
- Team-taught and assessed integrated literature, history, geography, grammar and affective education classes.
 - Designed and taught units on poetry, fiction and drama. Highlighted themes of prejudice, assimilation and discrimination.

Fifth Grade Apprentice Teacher

- Taught and assessed integrated literature, history, geography and affective education classes.
- Assisted in the production of student musical performance.
- Collaborated on sexual education curriculum.

- Winnick Literacy Tutoring Project, Providence, RI** **2000-2001**
- Created and evaluated tutor training program for reading for a study published by the Annenberg Institute for School Reform.

- Textron Charter School, Providence, RI** **1999**
- Worked with teachers to better manage the transition from a content-based to a skill-based curriculum.
 - Implemented writing aspects of skill-based curriculum.

Coaching Experience:

-
- Mission Montessori School, San Francisco, CA** **2018**
- Soccer coach for children ages 5-9.

- Stowe Ski and Snowboard School, Stowe, VT** **2002-2006**
- Ski instructor working with children ages 3-12.
 - Promoted to captain of children's programs. Supervised, trained and managed instructors. Evaluated the Children's Adventure Program and guest experience.

- Shady Hill School, Cambridge, MA** **2003-2004**
- Coached 7th grade girls' basketball team.
 - Coached 7th and 8th grade girls' lacrosse teams.

- The Gordon School, East Providence, RI** **2000 & 2001**
- Coached middle school girls' lacrosse team, grades 5-7.

Professional Development:

-
- Motivational Interviewing, San Francisco, CA** **2015**
Managing to Change the World, San Francisco, CA **2015**
Vermont State Board of Education, Montpelier, VT **2006**
- Level I Educator's License with an endorsement in the Middle Grades in History/ Social Sciences.
 - Highly Qualified Teacher Status in Middle Level Social Studies

Workshops, Courses and Conferences:

- *Asperger's Disorder & Autism: Advances in Understanding and Interventions*

- with Celine Saulnier, Ph.D. **2006**
- *Positive Prevention: Red Cross HIV Prevention Curriculum for General and Special Education Classrooms, grades 7-12* **2006**
- Graduate Course: *Advanced Teaming Institute* at the University of Vermont **2006-2007**
- *Choice Words-Choice Actions Towards Building Deeper Understanding* with Ellen Thompson **2007**
- *Developing Responsible Behavior in Schools* with Jim Fitzpatrick **2007**
- *Literacy Unplugged* with Sara Holbrook and The Vermont Council on Reading **2007**
- *Writer's Workshop* with Karen Caine **2007**
- *Teachers Who Write* with Joan Aleshire **2007**
- *Choices in Little Rock* through Facing History and Ourselves **2008**

Interests:

Anti-racist training, Sports, Health Education, Children's Literature, Mother Earth

Coversheet

MCCPS Warehouse Expansion Project - Ebbrell Proposal

Section: VI. Other Business
Item: E. MCCPS Warehouse Expansion Project - Ebbrell Proposal
Purpose: Vote
Submitted by:
Related Material:
2022 11 07-MCCPS Warehouse Expansion Project-Ebbrell Proposal (1).pdf

DESIGN SERVICES
PROPOSAL

FOR
**MARBLEHEAD
COMMUNITY
CHARTER PUBLIC
SCHOOL**

WAREHOUSE EXPANSION PROJECT
MARBLEHEAD, MA

11.07.2022



November 7, 2022

Mr. Peter Cohen
Head of School
17 Lime Street
Marblehead, MA

Dear Peter,

Thank you for the opportunity to provide you with a design proposal for your upcoming renovations and expansion at MCCPS. It is with great enthusiasm for the project that I am submitting to you the attached proposal, which is based on the documents received, our walk-throughs, and our communications regarding the project.

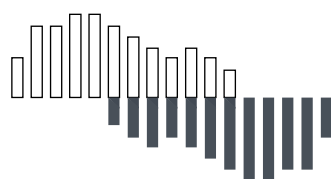
With our firm's extensive expertise in adaptive reuse and interior renovation projects and deep roots north of Boston, we are confident we can provide the school a high level of service, expertise and leadership for the schematic phase of this very exciting project that will lay the foundations for the future at MCCPS.

Please contact me with any questions you may have regarding the attached.

Thank you and kind regards,



Miika Ebbrell, AIA LEED AP, Principal



Thoughtful Design that Delivers

PROJECT UNDERSTANDING

The purpose of this project is to create schematic design drawings and three realistic renderings of MCCPS' planned expansion into the adjacent warehouse with some other associated renovation work, such as restroom reconfiguration/expansion, and reprogramming (no construction) of existing school space, including the 4th and 5th grade classrooms and overall circulation. The project area is approximately 12,000 SF.

The project will use the Architectural Programming drawing created by the Facilities Task Force as the basis for the project initiation and build upon and refine these concepts in the design phase.

Goals for the project include:

1. Create a state-of-the-art school facility for the upper school students to include a STEM lab, performance space, three classrooms, and a conference room.
2. Redesign and rebuild/expand bathroom facilities adjacent to the warehouse space in order to accommodate new occupancy requirements. We also understand that these restrooms will be tied into a new sanitary line to replace the existing pump system.
3. Create office/small work spaces to better support school faculty and support students' educational needs.
4. Fit-out MCCPS' current warehouse space and improve traffic flow across the school, while maximizing the available expansion space with additional amenities, such as lockers and/or break-out areas.
5. Analyze the code, MEP and egress upgrades as needed to support the change in use from unoccupied warehouse space to active use for school programs.

ABOUT US



MAINE
VERMONT
NEW HAMPSHIRE
MASSACHUSETTS
CONNECTICUT

Ebbrell Architecture + Design is a Massachusetts-Certified Women-Owned (WBE) boutique commercial architecture and interior design firm. We specialize in interior renovations, adaptive reuse and building repositioning projects, from complex space planning/programming efforts to technical fit-outs and building renovation and reuse projects. Our company is comprised of a dedicated group of talented and experienced design professionals who pride ourselves on being flexible, responsive, energetic and highly creative, and who exemplify the firm's value proposition of big company talent in a boutique, client-focused studio. Our firm's work is concentrated in New England and due to our local focus and deep background of our team in the Boston area, we have established strong relationships with a wide network of industry experts with whom we routinely collaborate. Ebbrell Architecture + Design's philosophy and processes are aimed at delivering exceptional design with a high degree of functionality and value.

Thoughtful design that delivers

- Boutique commercial architecture and interior design firm.
- Specialize in fit-outs, adaptive reuse and building repositioning projects in corporate interior, lab/tech/manufacturing + community/recreational sectors.
- Small group of talented, experienced design + architecture professionals with deep local connections.
- Flexible, responsive, diligent + creative.

**See project examples at end of proposal*



PROJECT TEAM



**MIIKA EBBRELL, AIA, LEED AP |
PRINCIPAL-IN-CHARGE**

Miika Ebbrell is a licensed architect in Massachusetts, New Hampshire, Connecticut, Maine and Vermont, and a LEED-Accredited Professional. Originally from Canada, Miika worked with Architectural and Interior Design firms across Canada and in Massachusetts on a wide range of building types and project sizes. After many successful years at the GUND Partnership in Cambridge and Winter Street Architects in Salem, MA, where she was an Associate with the firm, Miika established her own practice in Boxford MA. Ebbrell Architecture + Design specializes in commercial interior fit-out projects, working with clients, tenants, landlords and developers to realize high quality design projects, often within tight time and budget constraints.

*See team resumes at end of proposal



**ARIANE PURDY,
RA, LEED AP
SENIOR ARCHITECT**

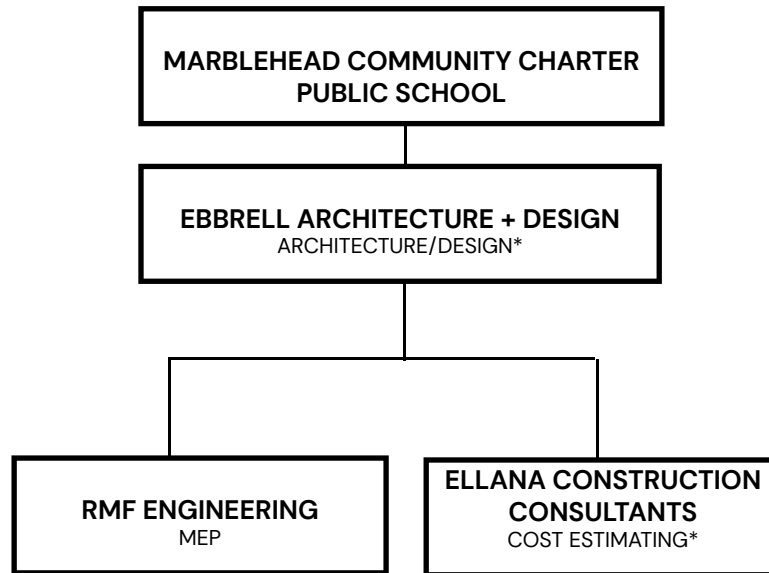
Ariane L. Purdy is Massachusetts-Registered Architect and a LEED Accredited Professional. She has worked with a variety of different firms and individuals, and her expertise is wide-ranging, focusing primarily on interior architecture, commercial renovations, adaptive reuse, higher education, and laboratory projects. With a passion for finding new ways to use materials and lighting, Ariane strives to elevate design concepts generated with her clients so that the outcome exceeds expectations and brings to life the “whole” idea, while at the same time making space and structure work together to serve those using them.



**JESSICA CARGILE
NCIDQ, LEED AP
SENIOR INTERIOR DESIGNER**

Jessica Cargile is a licensed Interior Designer and LEED accredited professional with wide-ranging experience in multiple disciplines. Jessica started her design career in healthcare, and later broadened her portfolio to include higher education, corporate interiors, lab design and public K-12 design. Specific sites where these skills were implemented include Brimmer and May School, Horace Mann, and North Reading Middle and High School, and has been personally requested by Project Managers to facilitate projects due to her meticulous work ethic coupled with design expertise.

PROJECT ORGANIZATIONAL CHART



* MA Certified Women-Owned Business (WBE)



SCOPE OF SERVICES

1. Pre-Design

- Ebbrell and Engineers to visit site and gather existing conditions information.
- Ebbrell to create existing plans to serve as foundation for project.
- Meet with Client stakeholders for a project kick-off meeting. Discuss design needs and parameters for the design.
- Confirm spatial requirements as established in the Facilities Task Force Architectural Programming study with the Client including but not limited to: the extent of demolition within the warehouse (e.g. mezzanine), location and configuration of each program function, programmatic adjacencies, and circulation throughout the school as a whole.
- Review requirements for design details such as material finishes, hardware, lighting, electrical/data, etc. with the stakeholders.
- Collect necessary new and existing "FF+E" (Furniture, Fixtures & Equipment) information for the areas impacted by the renovation.
- Summarize data collected in meeting minutes/memo. This will form the basis of the design.

2. Code Review

- Perform a code walk-through of the expansion space, areas where the existing space connects to the expansion space, and the exterior of the expansion space.
- Review code-related items including but not limited to circulation, egress, accessibility, and plumbing fixture counts.
 - Review building envelope conditions within the warehouse such as wall insulation requirements, fenestration, and a discussion regarding the approach for the roof.
- Present code-related findings to the client in memo format.

3. Test Fit Plans

- Using the information gathered during Tasks 1 + 2, work with the Client to finalize the new plan layout. This may include presenting a single option, or up to three different options or variations on options for consideration by the client.
- Work with the Client through up to three rounds of revisions to finalize the plan layout that will form the basis of the Schematic Design Drawings.

4. Schematic Design Drawings

- Ebbrell will produce a set of Schematic Design Drawings for the project that incorporates and elaborates on the information gathered and developed in Tasks 1-3. The schematic design drawings will be for the architectural scope only.
- Develop outline specifications that set the basis of design and quality standards for schematic level pricing.
- Produce a schematic design set of drawings for pricing, capital funding, and scoping of the project, comprised of the following:
 - ◊ Code review
 - ◊ General notes
 - ◊ Outline specifications
 - ◊ Demolition plan
 - ◊ Construction plan
 - ◊ Interior finish plan
 - ◊ Reflected ceiling plan
 - ◊ Notes regarding specialty details or unique project features that may impact pricing.

SCOPE OF SERVICES (Cont'd)

5. MEP Narrative

- In consultation with the MEP/FP engineers, develop an MEP narrative to assist the cost estimator with their pricing exercise.
- The deliverable will be in narrative format (no drawings) and will provide scoping and sizing information for the MEP items involved in the renovation and expansion such as new HVAC, electrical, lighting, fire alarm, plumbing and fire protection systems.

6. Realistic Renderings

- Provide (3) realistic 3D renderings of the expansion/renovation project to be used for the capital campaign and to illustrate the design concepts to the stakeholders and community.
- Renderings may be of the STEM lab, performance space, and a representative classroom, or whichever spaces the Client team determines would be the most effective in communicating the design.

7. Cost Estimate

- Provide the schematic design package to a cost estimator so that they may develop a cost estimate for the total project.
- In addition to the “hard construction” items described in the schematic design drawings and MEP narrative, Ebbrell will work with the client to develop a narrative/spreadsheet of other owner items that will be required for the expansion/renovation, including items such as but not limited to: Furniture, fixtures and equipment (FF&E), AV, and IT.
- Soft costs such as design fees for the construction drawings will also be included in the estimate.

*In lieu of a cost estimator, the Client may opt to on-board a contractor to provide pre-construction services, including estimating, to act as a partner in the development of project during the schematic design phase

8. SOW package

- Collect all information gathered and generated in tasks 1-7 into a final Statement of Work package.
- Provide to the Client a list of recommendations for contractors that can execute the construction phase of the expansion/renovation.



PROPOSED FEE

We propose fees as broken down in the table below for the scope of design services as described herein.

Our proposal is based on a project size of 12,000 Square Feet.

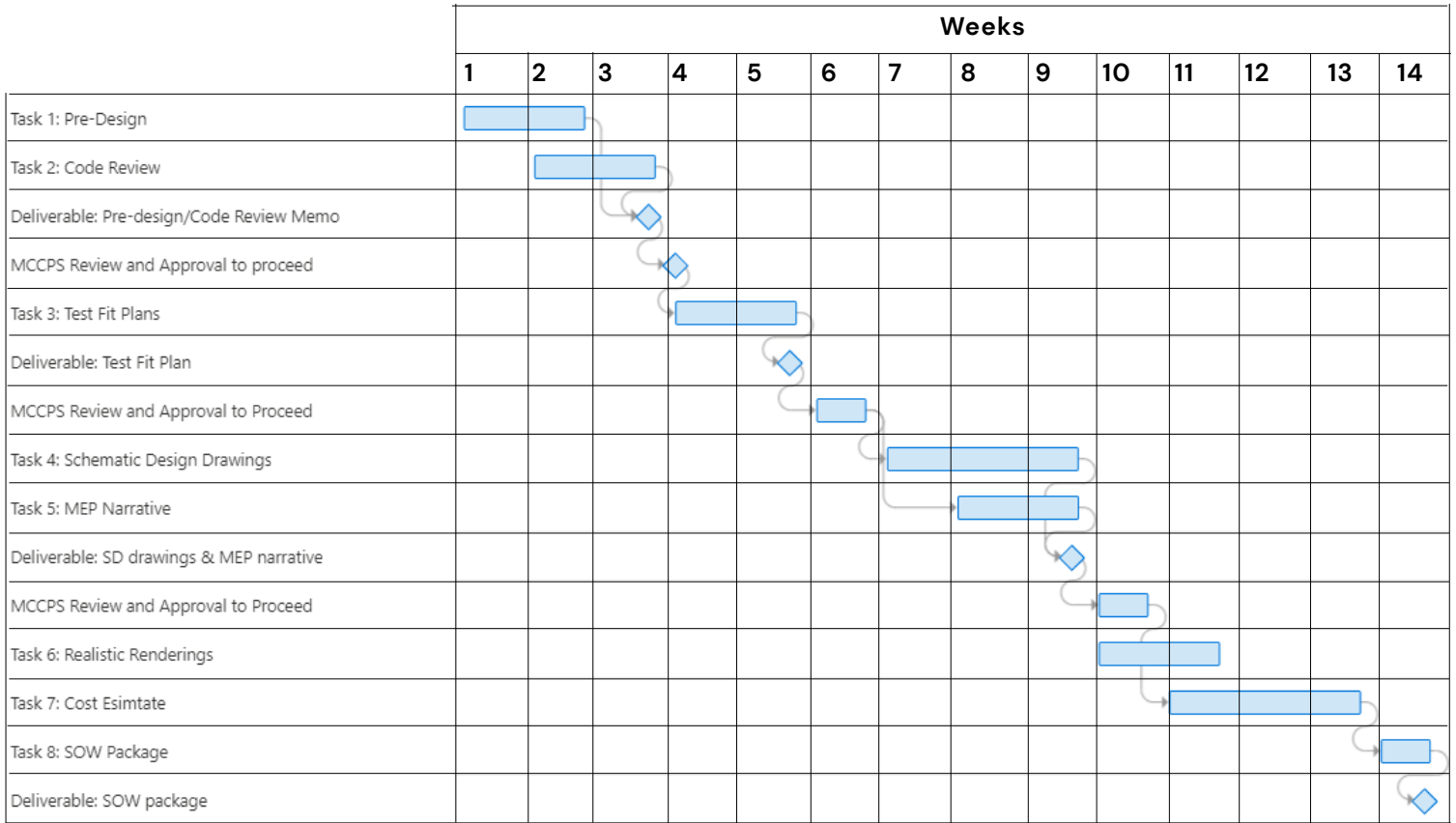
ARCHITECTURAL SERVICES	\$17,000
MEP/FP NARRATIVE	\$4,950
(3) REALISTIC RENDERINGS	\$4,500
COST ESTIMATING	\$9,350

- We have included up to four (4) in-person site visits, meetings, and/or presentations (e.g. capital campaign community presentation) with the Client in our proposal, plus an additional four (4) virtual meetings.
- The fees above do not include reimbursable expenses. We estimate an expense budget not-to-exceed \$1,000 for this project. Reimbursable expenses include project-related expenses including but not limited to travel, printing and couriers and are billed to the client at cost plus 10%.
- Work will be billed monthly based on percentage of work complete, due upon receipt unless otherwise negotiated.
- Our proposal is valid for a period of 60 days.

The following items are EXCLUDED from this proposal but can be added via (a) separate proposal(s) if needed:

- Presentations and meetings with authorities having jurisdiction and town officials/boards (e.g. building inspector, planning board, fire department, etc)
- Acoustical and other engineering services or specialty consulting services not specifically included in this proposal.
- Audio visual (AV), IT and security system design
- Making any revisions to the drawings, subsequent to issuing the final SOW package.

PROPOSED SCHEDULE



Schedule: Timeline View*

Schematic Design Phase for Pricing

14 weeks x 5 days/week =
70 working days

Task 1: Pre-Design	2 weeks
Task 2: Code Review	2 weeks
Deliverable: Pre-design/Code Review Memo	0 days
MCCPS Review and Approval to proceed	0 days
Task 3: Test Fit Plans	2 weeks
Deliverable: Test Fit Plan	0 days
MCCPS Review and Approval to Proceed with SD	1 week
Task 4: Schematic Design Drawings	3 weeks
Task 5: MEP Narrative	2 weeks
Deliverable: SD drawings & MEP narrative	0 days
MCCPS Review and Approval to Proceed with Estimating	1 week
Task 6: Realistic Renderings	2 weeks
Task 7: Cost Estimate	3 weeks
Task 8: SOW Package	1 week
Deliverable: SOW package	0 days

Schedule: Grid View*

Hourly Rates

Principal/Senior Architect	\$180 / hour
Architect	\$170 / hour
Interior Designer	\$150 / hour

Estimated total number of architectural hours for project: 100 Hours

**Note that the schedules provided are presented here for discussion. Further conversation with MCCPS will be needed regarding personnel availability (e.g. holidays), start date, time needed for internal approvals, etc. Establishing a milestone schedule with MCCPS will be one of the first tasks undertaken at the outset of the project.*



FUTURE PHASES

As part of our proposal, we have endeavored to evaluate the total project timeline and the steps involved, from this initial Schematic Design with Estimate phase through MCCPS' targeted occupancy of August 15, 2024, which will need to be balanced with the timing of the capital fundraising. Without more in-depth conversations with the school about funding timelines, availability of decision-makers, availability of the spaces for construction, if a contractor will be on-boarded early for preconstruction services, if the same contractor would be used for all phases, and many other factors, this is a hypothetical exercise that we hope can help guide future planning discussions, and we hope will demonstrate our understanding of the overall approach to the project. See plan diagram on following page that illustrates our approach to the three phases indicated in our schedule below.

Name ▾	Duration ▾	Start ▾	Finish ▾
Schematic Design Phase with Estimate ¹	16 weeks	12/5/2022	3/24/2023
Capital Campaign Start ²	0 days	3/27/2023	3/27/2023
MCCPS approval to proceed with summer 2023 Phase 1 work ³	1 week	3/27/2023	3/31/2023
Phase 1 Construction Documents: Summer 2023 enabling work	4 weeks	4/3/2023	4/28/2023
Phase 1 Bidding and contractor award: Summer 2023 enabling work	4 weeks	5/1/2023	5/26/2023
Phase 1 Permitting: Summer 2023 enabling work	4 weeks	5/29/2023	6/23/2023
Phase 1 Construction: Summer 2023 enabling work	10 weeks	6/26/2023	9/1/2023
Phase 2 & 3: Design Development ⁴	10 weeks	8/21/2023	10/27/2023
Phase 2 & 3: Construction Drawings	12 weeks	10/30/2023	1/19/2024
Phase 2 & 3: Bidding, Contractor On-Boarding	4 weeks	1/22/2024	2/16/2024
Phase 2 & 3: Permitting	4 weeks	2/19/2024	3/15/2024
Phase 2 Construction: Warehouse work	14 weeks	3/18/2024	6/21/2024
Phase 3 Construction: Summer 2024 "Connecting" work	7.8 weeks	6/24/2024	8/15/2024
Target Occupancy, all phases: Aug. 15, 2024	0 days	8/15/2024	8/15/2024
MCCPS Move in, set up for Sept 2024	2 weeks	8/16/2024	8/29/2024

NOTES:

1. Schematic Design with Estimate phase is increased to 16 weeks in this version of the schedule (vs. that shown on the previous page) if we assume a December start to account for lost working time over the December holidays/new year.

2. Assume Capital Campaign will start after delivery of the Schematic Design Estimate. Is this enough time to fund summer 2023 work/how will summer 2023 work be funded?

3. This schedule assumes that 1 week after delivery of the Schematic Design and Estimate package, MCCPS releases the architect and engineers to proceed with producing a Summer 2023 "Phase 1 Construction" drawing package.

4. This schedule assumes that while summer 2023 construction work is wrapping up, the architect and engineers are being released to begin design development on the drawings for the rest of the construction (phase 2 & 3)

FUTURE PHASES

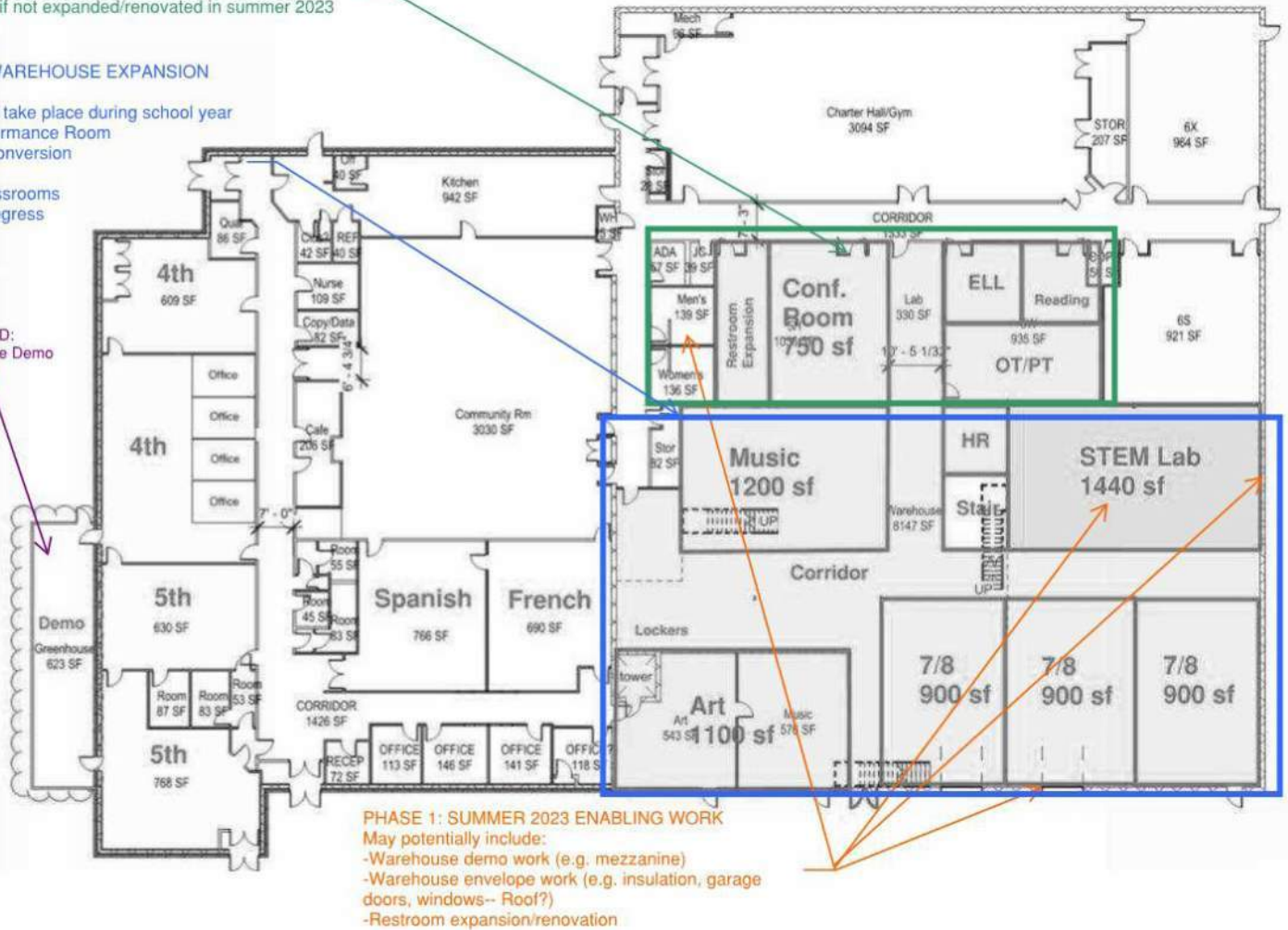
PHASE 3: SUMMER 2024 "CONNECTING" WORK

- Classroom to office conversions
- Corridor connector
- Conference Room
- Restrooms if not expanded/renovated in summer 2023

PHASE 2: WAREHOUSE EXPANSION WORK

- Assume can take place during school year
- Music/Performance Room
- Art Room conversion
- STEM lab
- (3) new classrooms
- New entry/egress

PHASE TBD: Greenhouse Demo



Phasing Diagram Corresponding to Schedule on Previous Page

PROJECT EXPERIENCE

>> 29 EAST STREET CONVERSION PHASE 1> SWIM SCHOOL

WINCHESTER, MA
10,000 SF
2016



"Before" Photos of former industrial building



Looking for a second location to expand a successful children's swim school, a visionary client set their sights on a former industrial building in Winchester. In this adaptive reuse project, Ebbrell Architecture + Design was tasked with replacing and improving upon the design aspects established at the original school, as well as working to conform the new building use to meet all state and local regulations.

- Full glass divider wall allows parents a clear view of the new custom in-ground swimming pool.
- Proximity of lockers and bath rooms carefully considered in relationship to parental supervision needs.
- Whimsical and fun design elements play feature role in the custom millwork and flooring design.

PROJECT EXPERIENCE

>> 29 EAST STREET CONVERSION PHASE 2> PRESCHOOL & GYM

WINCHESTER, MA
5,500 SF
2021



When the adjacent space became available, repeat client Little Flippers again called on Ebbrell Architecture + Design to help fit out their new concept for an educational gym and preschool activity campus.

- Created a 'campus' of early childhood educational and recreational facilities in one facility including swimming, parties/camps, gymnastics and preschool.
- Worked with the client and an early childhood educational consultant to configure the preschool space into four preschool classrooms for the optimal number of students with appropriately apportioned facilities and outdoor space for each room.
- Developed an open gymnastic space with viewing and cubby storage that could work in conjunction with the other programs or independently.
- Refreshed the entire space with new, bright finishes, pops of color and maximized natural light wherever possible.

PROJECT EXPERIENCE

>> BRIMMER AND MAY SCHOOL

Chestnut Hill, MA

4,600 SF

2022



Ebbrell Architecture + Design completed updates to Brimmer and May School's Lower School grade 4 and 5 classrooms and administrative offices, which are situated in Cummings Hall on this private school's Chestnut Hill campus.

- Combined smaller rooms into larger classrooms to accommodate the school's evolving classroom capacity requirements. The 3-story building was formerly a residence and room sizes were not ideal for larger classrooms.
- Implemented new finishes and lighting in several spaces to provide the school with a refreshed look for the upcoming school year
- Specified new lockers for improved student storage and organization
- Completed the project during an aggressive "summer slammer" schedule in time for classrooms to be set up and open for the start of school in September.

PROJECT EXPERIENCE

>> CLEARWAY SCHOOL

Newton, MA
10,000 SF
2021



Ebbrell Architecture + Design helped bring new life to a former parochial school to create a modern, intimate learning environment for nonprofit Clearway School. EAD doubled the amount of classroom space by creating smaller rooms to better facilitate their class sizes and education style. A simple, branded color palette and re-lamped lighting transformed the dark halls and classrooms into light-filled spaces for state-of-the-art learning.

- Converted larger classrooms into smaller, intimate settings for learning while doubling room count.
- Used floating linoleum floors to refresh the look of old VCT in classrooms and conference rooms.
- Created a clean color palette using the school's signature blue to create a cohesive, calming, modern learning environment.
- Completed the project during an aggressive "summer slammer" schedule in time for classrooms to be set up and open for the start of school in September.

PROJECT EXPERIENCE

>> PIKE SCHOOL LIBRARY CLASSROOM

Andover, MA
500 SF
2019



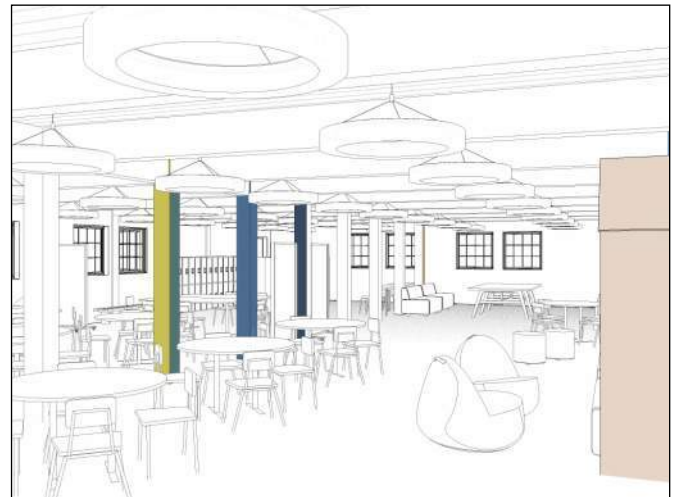
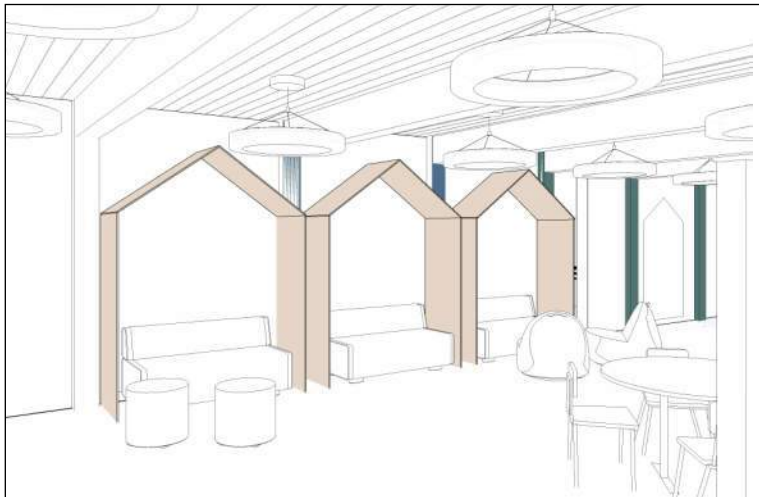
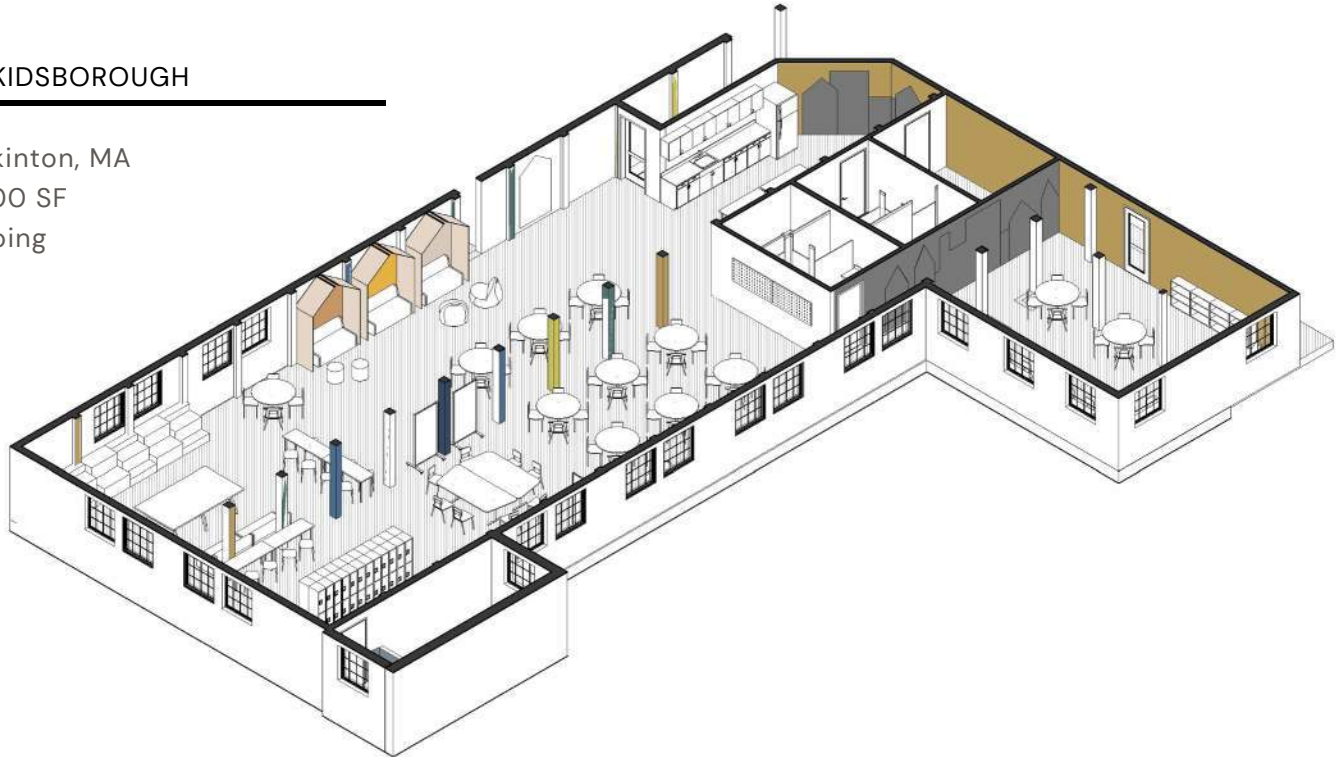
Ebbrell Architecture + Design worked with The Pike School to help create a new Spanish classroom within the existing Library. Several studies were done by EAD to determine the best place in the building to carve out a new classroom and EAD creatively reconfigured the library furniture to make this location work.

- Carved a new classroom space out of the existing Library
- Used transom glass to match existing construction with additional filmed glass below to allow light to pass through the classroom into the library
- Full height glass panel allows for future flexibility to create a door into the Library if needed
- Studied multiple locations in the building for the location of a new classroom, helped the client determine the Library was the best place
- Helped reconfigure the Library furniture to accommodate the new classroom

PROJECT EXPERIENCE

>> KIDSBOROUGH

Hopkinton, MA
12,000 SF
Ongoing



Ebbrell Architecture + Design is currently working with Kidsborough in Hopkinton to redesign two floors of their existing facility of 8,000 SF and expand the facility onto a third level of 4,000 SF. The aim of the project is to expand their current K-4 after school offerings to also include all-day infant and toddler daycare within the historic brick and beam building they occupy, formerly a shoe factory built in 1860.

- Crafted a variety of age-appropriate themed environments and spaces for different ages and grade levels using a combination of moveable furniture items and hard construction
- Developed indoor interactive gross-motor and activity spaces highlighted through the use of color and materials
- Conceived of a child-friendly pallet of colors and materials with an elevated and homey design sensibility to be both welcoming and comforting for children and parents
- Enhanced wayfinding through the use of color and iconic wall graphics

MIIKA EBBRELL

AIA, LEED AP

EXPERTISE

Miika Ebbrell is a Massachusetts, New Hampshire, Maine, Vermont and Connecticut licensed Architect and LEED Accredited Professional. Prior to establishing her own firm, Miika worked with Architectural and Interior Design firms across Canada and in Massachusetts on a wide range of building types including corporate commercial interiors, single- and multi-family residential projects, theaters, recreation centers, and higher education projects, to name a few. After many successful years at the GUND Partnership in Cambridge and Winter Street Architects in Salem, MA, where she was an Associate with the firm, Miika established her own practice in Boxford MA.

- Licensed Architect, Massachusetts, New Hampshire, Connecticut, Maine and Vermont

WORK EXPERIENCE

<p>Ebbrell Architecture + Design Boxford, MA 2015 - Present</p>	<p>Principal</p> <ul style="list-style-type: none"> • 29 East Street, Phase 1 & 2; 15,500 SF • Kidsborough Hopkinton; 12,000 SF • Brimmer and May School; 4,600 SF • Clearway School; 10,000 SF • Northeastern University Dean of Science Offices; 3,800SF • Cambridge Scientific; Bio/Chem Incubator labs; 2,700 SF • Festo; Testing/Engineering labs and office; 9,000 SF • Skillssoft; 40,000 SF Office Fit-out • Ono Pharmaceutical; 13,000 SF Office Fit-out
<p>Town of Boxford, Boxford, MA 2013 - 2016</p>	<p>Vice Chair, Permanent Building Committee</p>
<p>Winter Street Architects Salem, MA 2011 - 2014</p>	<p>Associate</p> <ul style="list-style-type: none"> • SAP; corporate interior renovation; 60,000 SF • UMASS Lowell interior renovation O'Leary Commons • Salem State University Campus Police Relocation, 15,000 SF • Wyss Institute at Harvard University; 20,000 SF
<p>The GUND Partnership Cambridge, MA 2005 - 2009</p>	<p>Architectural Designer</p> <ul style="list-style-type: none"> • Job captain, Project manager (CA), Interior Design (Lead); South Franklin Circle Senior Living Community (\$130M, 2009) • Lead Designer; GUND Studio Renovation (\$0.5M, 2007)
<p>2004 - 2005 2003 - 2004 2001 - 2003 1995 - 2000</p>	<p>The Arcop Group Dan S. Hanganu Architects Roger Hughes + Partners Architects Number Ten Architectural Group</p> <p>Montreal, QC Montreal, QC Vancouver, BC Winnipeg, MB</p>

EDUCATION

<p>University of Manitoba, Canada 2003</p>	<p>Master of Architecture</p>
<p>University of Manitoba, Canada 1998</p>	<p>Bachelor of Environmental Design</p>

ARIANE PURDY

RA, LEED AP

EXPERTISE

Ariane Purdy is a Massachusetts-Registered Architect and a LEED Accredited Professional. She has worked with a variety of different firms and individuals, and her expertise is wide-ranging, focusing primarily on interior architecture, commercial renovations, adaptive reuse, higher education, and laboratory projects. With a passion for finding new ways to use materials and lighting, Ariane strives to elevate design concepts generated with her clients so that the outcome exceeds expectations and brings to life the "whole" idea, while at the same time making space and structure work together to serve those using them.

- Licensed Architect, Massachusetts

WORK EXPERIENCE

Ebbrell Architecture + Design Boxford, MA

2015 - Present

Senior Architect

- 29 East Street, Phase 1; 10,000 SF
- Northeastern University Dean of Science Offices; 3,800SF
- Oxford Immunotec; Office & BL2 Lab; 17,000 SF
- Ono Pharmaceutical; 13,000 SF Office Fit-out
- Cambridge Scientific; Bio/Chem Incubator labs; 2,700 SF & 7,000 SF
- 77 Chapel Newton; Bio/Chem Incubator labs; 4,700 SF

Independent Contractor Greater Boston

2012 - 2015

Architect

- Harvard Medical School; Cryo-Electron Microscopy Center
- Logan Airport; BIM Manager and team member for Terminal C renovations
- Consultant for laboratory and office design projects

Winter Street Architects Salem, MA

2008 - 2012

Architect

- Wyss Institute; Multi-disciplinary research lab; 20,000 SF (\$9M, LEED Platinum)
- UMass Lowell O'Leary Learning Commons (\$2M)
- Multi-phase renovation at Salem State University including offices, classrooms, machine shop, and data center (\$2.5M)
- Harvard Medical School research labs (various)
- Merrimack Pharmaceuticals labs and offices (various)

Wilson Architects (now Wilson HGA) Boston, MA

2005 - 2008

Architectural Designer

- Project Coordinator; Classroom prototypes, student commons for Duke University
- West Campus Backfill master plan for Duke University
- Lead Designer for physical sciences laboratory fit-out at Harvard University (\$7M)
- University of Chicago North Science Quad master plan

EDUCATION

University of Texas
Austin, TX
2005

Master of Architecture

University of California-
Santa Cruz,
Cupertino, CA
2002

Graphic Design Certificate

Cornell University,
Ithaca, NY
1997

Bachelor of Science, Human Development and Family Studies
(Focus on Elementary Education)

JESSICA CARGILE

NCIDQ, LEED AP

EXPERTISE

Licensed Interior Designer with eleven years' experience in multiple disciplines including healthcare, higher education, corporate interiors, lab design and public K-12 design. LEED accredited professional who assisted in the documentation and development of projects at an array of facilities. Specific sites where these skills were implemented include multiple Salem State University projects, Scituate Middle School, North Reading Middle/High School, Medfield Public Safety, Merrimack Pharmaceutical Labs, Harvard Medical School, Wyss Institute of Technology, and South Shore Hospital. Personally requested by Project Managers to facilitate projects due to meticulous work ethic coupled with expertise.

- Licensed Interior Designer

WORK EXPERIENCE

Ebbrell Architecture + Design Boxford, MA

2016 - Present

Interior Designer

- Brimmer and May School; 4,600 SF
- Clearway School; 10,000 SF
- Cirtronics; 3,500 SF Office Refresh
- Kiddietime Educational Child Care; 6,000 SF
- Odin; 15,000 SF Office Refresh
- CleanSlate; 6,000 SF
- UCHC Pharmacy; 5,000 SF

Dore and Whittier Architects Newburyport, MA

2014 - 2016

Interior Designer

- Scituate Middle School
- Winchester High School
- North Reading Middle & High School
- Medford Public Safety Building

Winter Street Architects Salem, MA

2012-2014

Interior Designer

- Wyss Institute of Technology, Renovation of office space & lab.
- Horace Mann, Salem MA; Relocation study of HM School to Salem State Campus
- New England Labs, Woburn MA; Workplace and Showroom Redesign
- Ora Clinical, North Andover MA; Clinical Space Redesign
- Harvard Medical School, Boston MA; Various projects of redesign
- Merrimack Pharmaceuticals, Cambridge MA; Workplace, QC/GMP Lab, & Animal Care facility Redesign

Cannon Design Boston, MA

2008 - 2012

Interior Designer

- Tufts University, Boston MA; Neuroscience Translation Research Lab Redesign
- Tufts University, Medford MA; Collaborative Cluster, redesign of workplace & lab space
- Fletcher Allen Hospital, Burlington VT; Redesign of imaging and cancer care center
- South Shore Hospital, South Weymouth MA; Vertical Expansion of 40 patient rooms
- South Shore Hospital, Hingham MA; 80,000 SF New build of Bone and Muscle Center

DiGiorgio Associates Inc Boston, MA

2006-2008

Interior Designer

- Huggins Hospital; Wolfeboro, NH
- Emerson Hospital, Concord MA; Redesign of Food Services
- Lakes Region General Hospital, Laconia, NH

EDUCATION

Mount Ida College Newton, MA

2006

Bachelor of Science in Interior Design

TERMS AND CONDITIONS

This agreement (the "Agreement") by and between Ebbrell Architecture + Design (the "Architect") and Marblehead Community Charter Public School (the "Client"), shall set forth the terms and conditions under which the Project (as defined herein) shall be completed. The Agreement shall be effective as of the date on which both Architect and Client have executed the Agreement.

PROJECT: The Project shall consist of Design Services to be provided by the Architect to the Client to aid in the renovations for Marblehead Community Charter Public School at 17 Lime Street, Marblehead, MA. The scope of work is further defined in the attached Design Services Proposal ("Proposal") dated November 7, 2022.

SERVICES

The Architect shall provide the Client with the "Services" set forth in the Proposal with respect to the property identified in the Proposal (the "Site"), under the terms and conditions set forth herein. Services will be performed on behalf of and solely for the exclusive use of the Client for the purposes set forth in the Proposal and for no other purpose. There are no understandings or agreements concerning this Project except as expressly stated in the Proposal and herein.

In performing the Services required by this Agreement, the Architect shall use that degree of skill and care ordinarily exercised by members of the design profession practicing under similar circumstances at the same time and in the same locality of the Project. The standard of care shall exclusively be judged as of the time the Services are rendered and not according to later standards. Notwithstanding any other provision of this Agreement, the Architect makes no express or implied warranties with regard to the Agreement or the Services performed or required by this Agreement. Unless otherwise stated herein, the Architect will have access to the Site for any and all activities necessary for the performance of the Services.

CONSTRUCTION OBSERVATION SERVICES

The Architect will observe the work of the contractor at intervals agreed to in writing between the Architect and the Client to determine and report to the Client whether the work of the contractor is proceeding in such a way that when completed it will be in general compliance with the Project drawings and specifications. Such observations shall be limited only to those specific aspects of work which are identified in the Proposal or any written amendment thereto. Observation Services do not include exhaustive or on-site inspection of the work of the contractor, nor any supervision or direction of work of any contractor or subcontractor. The Architect will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract, nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery or equipment. Under no circumstances shall the Architect have control over, or be in charge of, nor be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work, or for the contractor(s)'s safety programs or procedures at the Project site.

OPINIONS OF PROBABLE CONSTRUCTION COST

Any preliminary cost estimates prepared by the Architect are based upon standard architectural and engineering practice. The Client recognizes and agrees that the Architect has no control over the pricing in the marketplace and that the Architect does not warrant or guarantee that the Client will be able to obtain these costs at the time of bidding. Any cost related to redesign of the Project subsequent to bidding to lower the Project cost will be considered additional services for which the Architect will be entitled to additional compensation.

INVOICES & PAYMENTS

The Client will pay the Architect for services performed in accordance with the rates and charges set forth in the Proposal. Invoices for Architect's Services will be submitted on a monthly basis. Any potential right on the part of the Client to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to the Architect within fourteen (14) days of the Client's receipt of invoice. Payment for all invoices will be due upon receipt of the invoice by the Client. Timely payment to the Architect, in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement.

INSURANCE

The Architect maintains Professional Liability insurance. Certificates of Insurance evidencing such coverage will be provided to Client upon request. Client shall be responsible for all other forms of property, casualty and liability insurance coverage required for the Project.

TERMS AND CONDITIONS

INDEMNIFICATIONS & LIMITATIONS OF REMEDIES

The Client shall promptly report to the Architect any defects or suspected defects in the Architect's Services of which Client becomes aware, so that the Architect may take measures to minimize the consequences of such defect. The Client further agrees to impose a similar notification requirement on all contractors retained by the Client and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and/or the Clients' contractors or subcontractors to timely notify the Architect of such defects shall relieve Architect of the additional and/or resulting costs of remedying the defects arising out of or related to the failure to timely notify.

To the fullest extent permitted by law, the Client agrees to limit the Architect's liability to the Client for damages or any otherwise recoverable expenses incurred by the Client arising out of or related to the conduct of the Architect or its sub-consultants, under any theory of the law, to an amount equal to Architect's fees for this Project. This limitation shall apply regardless of the cause of action or legal theory asserted. The Client represents that it has carefully reviewed this clause and has determined that the limitation of liability is reasonable notwithstanding the amount of damages or expenses which it may incur as a result of the conduct of Architect or its sub-consultants.

VALUE ENGINEERING

If the Owner or the Client accepts a Contractor Value Engineering (VE) change to the Design Documents prepared by Architect, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's Services. The Client shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services and responsibilities. All recommendations of the VE shall be given to the Architect for review, and adequate time will be provided to the Architect to respond to these recommendations.

In addition, the Architect shall be compensated for services necessary to incorporate recommended VE changes into reports, drawings, specifications, bids or other documents. The Architect shall be compensated for such work as an Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. Should the Client accept a Value Engineered system or components which the Architect has taken exception to, the Client shall be solely responsible for performance of said VE system or components.

TERMINATION OF SERVICES

This Agreement may be terminated upon 7 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of the receipt of termination, all reimbursable expenses, and reasonable termination expenses.

OWNERSHIP OF DOCUMENTS

Where the Architect agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such documents are not intended to replace the printed forms of such Documents. The content of the documents supplied by the Architect in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by the Architect as the Contract Documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by the Architect and shall not alter or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of the Architect. The Client agrees that the Architect will not have any liability to the Client, or any third party, for any revision or addition to, alteration or deviation from the Architect's Documents occurring subsequent to the Architect's completion of Services under this Agreement or earlier termination of this Agreement, or for use of the Architect's Documents on another project by or on behalf of the Client, and the Client shall defend, indemnify and hold the Architect harmless from and against all liability, loss, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which the Architect may at any time sustain or incur by reason of any such use, revision, addition, alteration or deviation by or on behalf of the Client.

TERMS AND CONDITIONS



Any claim or dispute between the Client and the Architect shall be submitted to non-binding mediation before a mutually agreeable mediator. Mediation is a condition precedent to litigation. This Agreement shall be governed by the laws of the principal place of business of Ebbrell Architecture + Design.

DISPUTE RESOLUTION



The Architect's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event that the Client later elects to reduce the Architect's scope of Services, the Client hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction in Services.

HOLD HARMLESS



The Architect has the right to photograph the above-named Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Client agrees that the Architect has the authority to utilize its name as a Client and general description of the Project work or service performed as references.

FIRM PUBLICITY



The Client may not delegate, assign, sublet, or transfer their duties or interest (including any claims that may arise related thereto) in this Agreement without the written consent of the Architect. Such consent shall not be unreasonably withheld.

ASSIGNS



Reimbursable expenses include, but are not limited to: reprographics, plotting, long distance communications, delivery, travel, mileage (per current GSA reimbursement rate) consultant services, and property surveys, cost estimates, etc.

REIMBURSABLE EXPENSES



Additional Services are services beyond those agreed to in the Proposal, including but not limited to: changes in scope, items not included in original scope, additional consultants not included in the original agreement, revisions to our drawings due to the Client's adjustments in Project scope, quality, or budget; any revisions to drawings at the Client's request after the Client's approval of pre-revision content. Additional Services will be billed at the Architect's hourly rates or as mutually negotiated.

ADDITIONAL SERVICES



Change Orders should be anticipated and are not evidence of negligence, or due to a breach of the Agreement. The Client agrees that some changes/adjustments in the Project may be required to correct unforeseen/unanticipated and existing conditions, and changes to the Architect's documents may be necessary due to conditions discovered during or after construction. The Client agrees to establish, with the Architect's input, a contingency fund to cover the cost of such changes and adjustments, and agrees not to withhold the costs of such changes from the Architect's fees.

CHANGE ORDERS



The Architect is not responsible for delays caused by factors beyond the Architect's reasonable control. When such delays beyond the Architect's reasonable control occur, the Client agrees that the Architect is not responsible for damages, nor shall the Architect be deemed to be in default of this Agreement.

DELAYS



TERMS AND CONDITIONS



The Architect may use the services of subconsultants when, in the Architect's sole opinion, it is appropriate and customary to do so.

SUBCONSULTANTS



Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Architect, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

CONSEQUENTIAL DAMAGES



SIGNATURES

Miika Ebbrell, Principal

November 7, 2022

Architect Name / Title

Date

Signature of Architect

Client Name / Title

Date

Signature of Client