

HINGHAM SCHOOL COMMITTEE
May 8, 2023 at 6:00 PM
Central Meeting Room, 2nd Floor, Town Hall
210 Central Street, Hingham, MA 02043

or Remote via Zoom
Dial-in number: 1-929-205-6099
Meeting ID: 812 1433 3096
Passcode:102863
Website: <https://zoom.us/join>

MEETING AGENDA

1. Call to Order
2. Executive Session: Adjourn to Executive Session pursuant to M.G.L. c. 30A, s. 21(a)(3)

To discuss strategy with respect to collective bargaining for HEA Unit A Teachers and Unit B Paraprofessionals as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

To discuss strategy with respect to contract negotiations with the Director of Finance and Operations as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

To discuss strategy with respect to contract negotiations with the Interim Executive Director of Student Services as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

To approve minutes of the Executive Session held on April 10, 2023, as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

3. Return to Open Session at 7:00 PM
4. School Showcase: East Elementary School
5. Approval of minutes

- 5.1 Minutes of the School Committee meeting held on April 10,2023
- 5.2 Minutes of the School Committee meeting held on April 24, 2023 (Town Meeting)
- 5.3 Minutes of the School Committee meeting held on April 26, 2023

6. Questions and Comments

The Hingham School Committee encourages community engagement and welcomes questions and comments as agenda items are discussed at the meeting. In addition, we have set aside up to fifteen minutes at the beginning of this meeting for comments or questions that fall under the purview of the School Committee and are not already on tonight's agenda. If any guests wish to speak, please raise your hand, state your name and address, and address your comments to the Chairperson. Comments will be limited to 3 minutes per speaker and must relate to topics within the scope of responsibility of the School Committee. As established by the Massachusetts General Laws, the responsibilities of the School

Committee are to (1) select and to evaluate the Superintendent, (2) review and approve budgets for public education in the district, and (3) establish educational goals and policies for the schools in the district. Speakers are encouraged to present their remarks in a respectful manner and to consider the privacy interests of others. The public comment period is not a time for debate or response to comments by the School Committee. The School Committee is not adopting or endorsing any of the comments made during the public comment period. In addition to this public comment period, the School Committee practice provides time for questions and comments from the public on new business items on the agenda.

7. Superintendent's Report

7.1 Enrollment Update

8. Communications

8.1 Communications Received by the Superintendent

8.2 Student Communications

8.3 Other Communications

9. Unfinished Business

9.1 To receive an update on HEA Unit B negotiations

10. New Business

10.1 To conduct yearly elections of officers for School Committee

10.2 To appoint candidate for Interim Executive Director of Student Services

10.3 To hear a report on elementary writing program

10.4 To discuss a DESE Literacy Grant and act as appropriate

10.5 To discuss athletic, full day kindergarten, Kids in Action, Integrated Pre-K and facilities fees and act as appropriate

10.6 To review MOU with Hingham Police and act as appropriate

10.7 To discuss participation in the state's School Choice Program for 2023-2024 school year and act as appropriate

10.8 To discuss the process for subcommittee assignments

11. Subcommittee and Project Reports

Warrants Signed

12. Other items as may not reasonably be known 48 hours in advance of the meeting

13. Adjourn

Next School Committee Meetings: May 22, 2023 at 7:00 PM; June 12, 2023 at 7:00 PM; June 26, 2023 at 7:00 PM

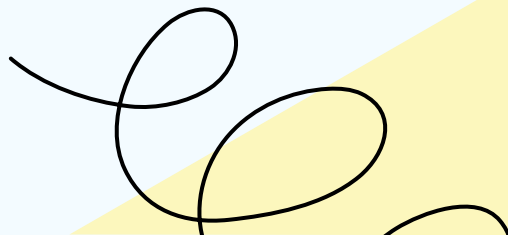
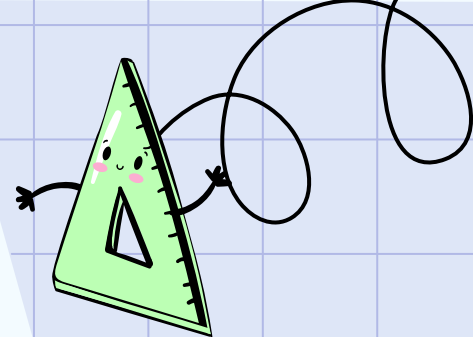
This meeting is being held in person and/or remotely as an alternate means of public access pursuant to Chapter 2 of the Acts of 2023 and all other applicable laws temporarily amending certain provisions of the Open Meeting Law. You are hereby advised that this meeting and all communications during this meeting may be recorded by the Town of Hingham in accordance with the Open Meeting Law. If any participant wishes to record this meeting, please notify the chair at the start of the meeting in accordance with M.G.L. c. 30A, § 20(f) so that the chair may inform all other participants of said recording.



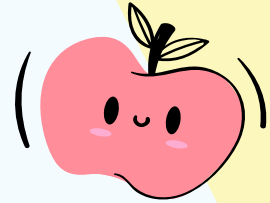
East Elementary

Spotlight:

Makerspace



The Makerspace Team



Sra. Juaregui



Mrs. Cina



Goals & Objectives of Makerspace

01

Hands-On!

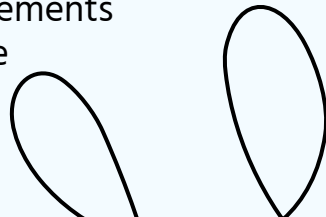
Activities are designed to be hands-on, ask students to “do” or “create”



02

Challenging!

Activities often include design challenges/elements or a problem to solve



Play, Fail, Revisit

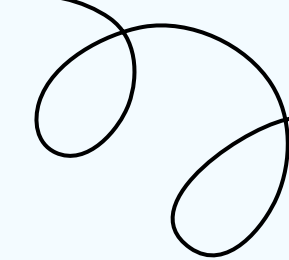
Students are encouraged to trial their ideas and make adjustments

03

Collaborate

Mostly activities are team activities, collective decision-making is critical!

04





6 Makerspace Cycles

Classes meet 1X per 12-day cycle (Day 6)

25 unique projects

From LEGO, to constellations, to roller coaster design!

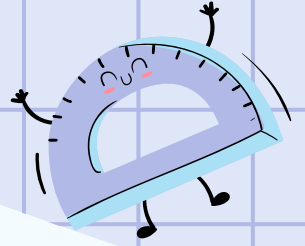
38,600 mi

Of tape, cardboard, and paper...give or take :)

Let's Explore!



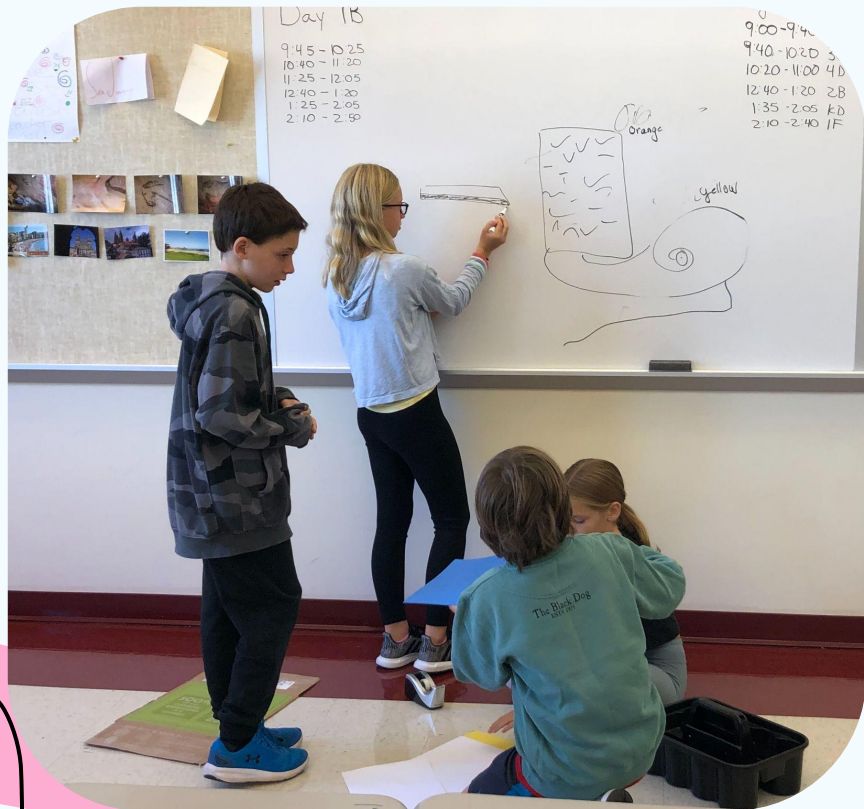
Paper Ball Run



Materials:
Paper, Tape, Scissors,
Ruler, Pencil, Ping Pong
Ball

In this engineering challenge, you will build a ball run from paper and tape, but there's a twist! You want to make your ball run as slow as possible. How long can you make it take for the ball to get from the entrance to the exit?

Paper Ball Run



Paper Ball Run



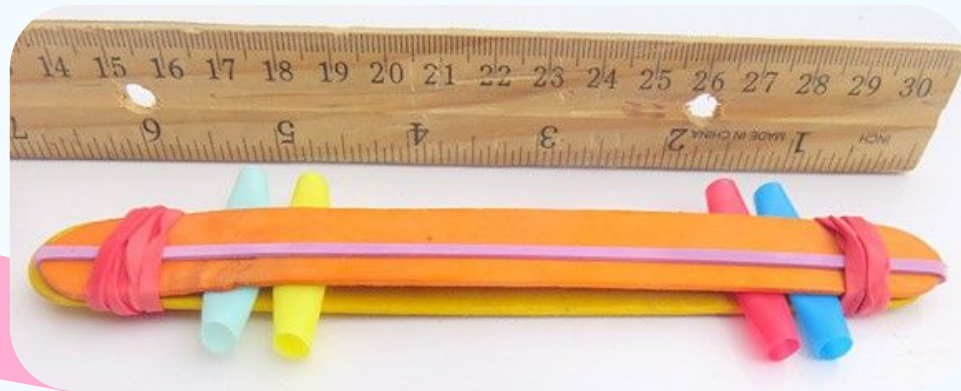
Make Your Own Harmonica

Test it out!

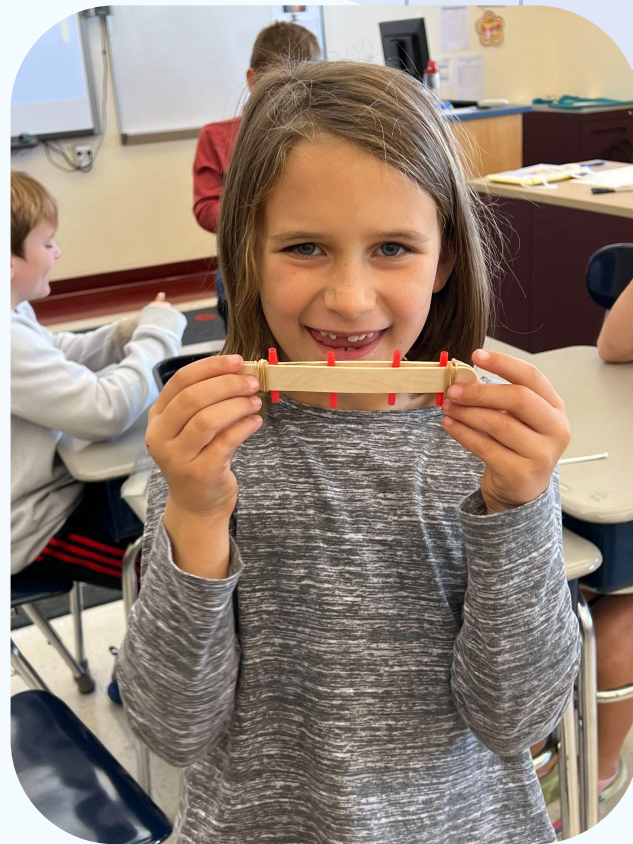
Move Straws 2 and 3 closer together, and blow through your instrument again. Is the sound the same or different?

Materials:

2 large craft sticks, 1 wide rubber band, 2 small rubber bands, 1 straw, a ruler, scissors

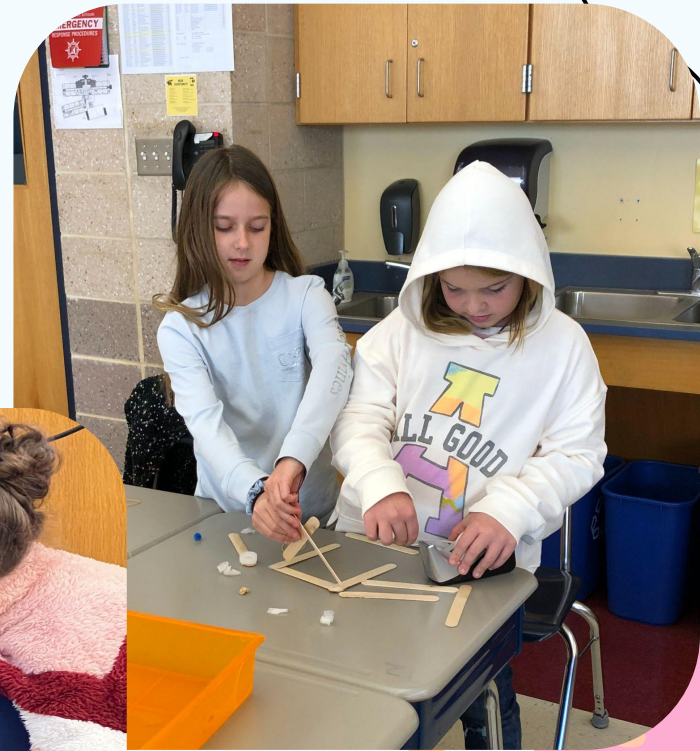


Make Your Own Harmonica

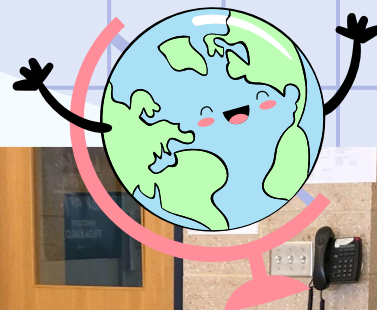


Catapults

POPSICLE STICK CATAPULT
STEM ACTIVITY FOR KIDS



LEGO Landmarks



Eiffel Tower
— Paris, France —



Tower Bridge
— London, England —



White House
Washington D.C., USA

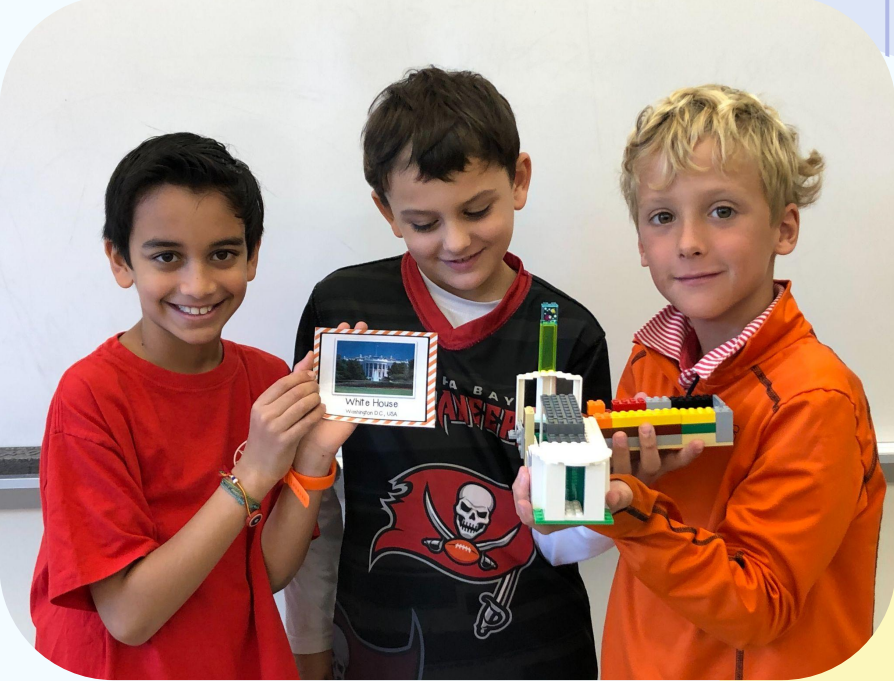
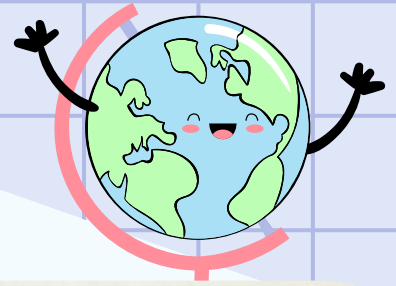


Great Wall of China
— China —

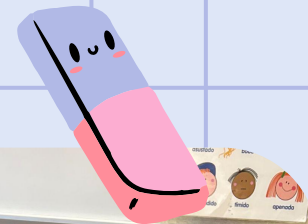
© Pixapop to Photo.



LEGO Landmarks



Magnet Track



3D Printed Boats



3D Boats

Magnatiles

**Osmo
Monsters**

**Animal
Habitat**

**Roller
Coaster**

Catapult

**Easter Egg
Stack**

**Floating
Flower**

**Magnet
Track**

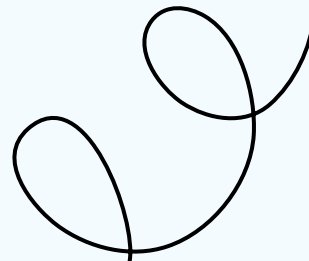
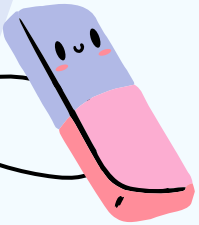
**Pipe Cleaner
Constellation**

**100 Cup
Tower**

**Marshmallow
Structures**



**A HUGE thank
you to the
Makerspace
Team!**



HINGHAM SCHOOL COMMITTEE

April 10, 2023

MEETING MINUTES

Called to Order at 6:00 PM

School Committee members present: Chair Michelle Ayer, Vice-Chair Nes Correnti, Secretary Jen Benham, Kerry Ni, Tim Dempsey, and Alyson Anderson

School Committee members participating remotely: none

School Committee members absent: Matt Cosman

Central Office Members present: Superintendent Dr. Margaret Adams

On a motion by Nes Correnti and seconded by Jen Benham
It was **voted** to adjourn to Executive Session pursuant to M.G.L. c. 30A, s. 21(a)(3)

To discuss strategy with respect to collective bargaining for HEA Unit A Teachers and Unit B Paraprofessionals as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

To hear a grievance from HEA Unit A as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

To approve minutes of the Executive Sessions held on January 9, 2022, February 27, 2023, and March 13, 2023 as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

Reconvene: 7:03 PM

School Committee Chair Michelle Ayer called the meeting to order at 7:00 PM, and began by reading the following statement for those participating by zoom:

This meeting is being held in person and/or remotely as an alternate means of public access pursuant to Chapter 2 of the Acts of 2023 and all other applicable laws temporarily amending certain provisions of the Open Meeting Law. You are hereby advised that this meeting and all communications during this meeting may be recorded by the Town of Hingham in accordance with the Open Meeting Law. If any participant wishes to record this meeting, please notify the chair at the start of the meeting in accordance with M.G.L. c. 30A, § 20(f) so that the chair may inform all other participants of said recording.

School Committee members present: Chair Michelle Ayer, Vice-Chair Nes Correnti, Secretary Jen Benham, Kerry Ni, Tim Dempsey, Alyson Anderson

School Committee members participating remotely: none

School Committee members absent: Matt Cosman

This meeting incorporated the use of the OWL camera to broadcast the meeting via Zoom.

Central Office Members present: Superintendent Dr. Margaret Adams, Interim Assistant Superintendent Kathryn Roberts, and Director of Business and Support Services Aisha Oppong

Also present: Executive Assistant Sherry Robertson and Student Representatives Nathan Tesler and Alex Doggett

Visitors present: HEA Co-Presidents June Gustafson and Jacqueline Beaupre, High School Principal Rick Swanson, several High School Students, Drama Director Maureen Fish, Teachers Alysia Pelliccia, and Lora Malerbi.

School Showcase: Hingham High School

Hingham High School Students gave a presentation highlighting the experiences at the High School. Jasper Lee spoke about club highlights such as Quiz Bowl, Robotics Club, Model UN, Unity Project, and the Veterans Appreciation Club. Abi Bennion spoke about the experiences in the Art Department sharing slides of recent exhibitions of student art. Tim Bevens described the experience of being a student in the Drama department. Lana Lucas described the experiences available to students interested in Music. Caroline Schiffman described her experience as a student athlete and noted the many accomplishments of the athletic programs. Evan Doherty described the Red Army and School Spirit and shared the experience of the school-wide enthusiasm to celebrate the banner for the Unity Basketball Program.

Approval of minutes:

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to approve the minutes of the School Committee meeting held on March 27, 2023

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to approve the minutes of the School Committee meeting with the Advisory Committee held on March 14, 2023

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to approve the minutes of the public information session held on March 30, 2023

Questions and Comments

none

Superintendent's Report

South Shore Educational Collaborative Update

Dr. Adams discussed the recent update provided by the South Shore Educational Collaborative. The report details updated budget information and the calendar for next school year.

Student Communication

Student Advisory Committee representatives Nathan Tesler and Alex Doggett were present. Nathan Tesler reported that the Student Advisory Committee has an upcoming meeting and they are working to get students involved in the budget process and are encouraging those students that are eligible to vote to come to Town Meeting and support the override.

Unfinished Business

The Committee noted the language changes discussed at the previous meeting related to policies ACAB, AC, and JICK.

School Committee Policy ACAB- Sexual Harassment

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to approve School Committee Policy ACAB to include proposed changes

School Committee Policy AC-Non-Discrimination Policy Including Harassment and Retaliation

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to approve School Committee Policy AC-Non-Discrimination Policy Including Harassment and Retaliation

School Committee Policy JICK- Harassment of Students

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to approve School Committee Policy JICK- Harassment of Students

New Business

Proposed Trip to London in April 2025

Teachers Maureen Fish and Alysia Pelliccia were present to share details of the proposed trip to London, which would be open to all HHS students in the Drama Club. They explained that the objective of the trip will be to give the students the opportunity to experience professional theatre and attend workshops run by professionals, as well as learn about the culture and history of London. The teachers also explained that planning the trip far in advance helps students to raise funds and locks in a lower rate.

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to approve the student trip to London in April of 2025.

Proposed Trip to Belize in April 2025

Teacher Lora Malerbi was present to share details of the proposed trip for which the objective is historic, cultural, and linguistic enrichment. She explained that asking for approval two years ahead of time can help students with fundraising and that financial assistance is available. Ms. Malerbi explained that this trip is a little shorter in length than others have been in the past, which lessens the cost, but that the itinerary itself is not compromised. She also stated that the company EF tours is one that she has worked with, and that the trip is open to any student in grades 9-12.

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to approve the student trip to Belize in April of 2025.

Waiver for Girls' Lacrosse

Hingham High School Athletic Director Jim Quatromoni was present to request a waiver to allow eighth graders to be eligible to participate in Girls' Lacrosse at the Junior Varsity level, as the participation numbers are lower than expected.

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to allow five eighth graders to participate in the Girls' Junior Varsity Lacrosse Team

New Elementary Reading Program Adoption

ELA Director Mary Andrews gave a presentation of the Houghton Mifflin Harcourt- *Into Reading* Program, the newly adopted reading program for K-5. Ms. Andrews gave an overview of the program, which also included a professional development plan for the 2023-2024 school year.

Report from the Climate Action Committee

The Committee discussed receiving the recent report from the Climate Action Committee. Alyson Anderson offered to pull out the areas of the report that directly impact the schools to make it easier to review and provide feedback. Dr. Adams noted that it will be important to work with the town to discuss recommendations in the report that may be costly capital expenditures.

Appointment of the Superintendent to the South Shore Collaborative Board of Directors

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to appoint Dr. Margaret Adams as a representative to the Board of Directors of the South Shore Educational Collaborative for the 2023-2024 school year

Approval of Donations and Grants

Director of Business and Support Services Aisha Oppong explained the donation of grants from the High School PTO which included electronics equipment.

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to accept \$9,105.63 in grants from the High School PTO. The equipment, material and supplies will become the property of Hingham Public Schools.

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to accept 3 iPads, iPad cases and 3 years of Apple Care for each iPad valued at \$1,211.97 in grants from Foster Elementary School's PTO. These items will become the property of Hingham Public Schools.

Athletic Transportation Bids

Director of Business and Support Services Aisha Oppong explained that the contract bid with First Student Transportation in Hanson, will help to ensure that extra buses would be available for Hingham Public Schools to transport students to athletics if needed.

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to accept the bid from First Student Incorporated for athletic transportation for the remainder of the 2022-2023 school year with the option to renew for the 2023-2024 school year, and the 2024-2026 school years. Transportation by First Student will be used on the occasions that the transportation department at Hingham Public Schools is not able to secure an adequate number of buses or drivers for the runs needed and to authorize the School Committee Chair to sign on behalf of the schools.

Declaration of Surplus

Director of Business and Support Services Aisha Oppong reported that there is an old truck that was used by the maintenance department which is 18 years old to be declared as surplus, as well as outdated textbooks from the Journeys Reading elementary program which is being replaced.

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to declare as surplus Hingham Maintenance Department's 2005 Ford Van vin# 1FTNE24W85HB17058 and to authorize the Director of Business and Support Service to dispose of the van at the least cost to Hingham

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to declare as surplus materials from the 2016 Journeys program in the attached listing and to authorize the Director of Business and Support Service and maintenance department to dispose of the van at the least cost to Hingham

School Committee Officer Nominations Process for 2023-2024

Chair Michelle Ayer stated that the next regular School Committee meeting will be on May 8th, which is after the town elections and the Committee will need to vote on the officers for the next year. She stated that anyone interested in one of the offices should submit self-nominations prior to that.

Other items as may not reasonably be known 48 hours in advance of the meeting

None





























































Subcommittee and Project Reports/Warrants Signed

- Tim Dempsey reported that at a recent Special Education Subcommittee meeting they looked at two parent surveys, one related to the tiered monitoring systems as required by DESE, and the other survey was one conducted by SEPCAC
- Kerry Ni reported that the Middle School council recently met. She also reported that the Salary and Negotiations Subcommittee met on March 28th with Unit B (the Paraprofessionals) and March 29th with Unit A (the Teachers), to continue negotiations on successor contracts. She stated that there are many upcoming meetings scheduled as well.
- Jen Benham reported that she recently attended the South School Council meeting
- Nes Correnti reported that there is an upcoming Foster School Council meeting on April 27th
- Michelle Ayer reported that she and Nes Correnti presented at the town forum to discuss the override. She also noted that the next meeting is at Town Meeting and the Committee will meet ahead of time to call to order, and she encouraged the community to attend the Town Meeting and participate in the town election

On a motion by Nes Correnti and seconded by Jen Benham

- It was **voted** to adjourn at 9:20PM

Respectfully Submitted By: Jen Benham

-
-  [04.10.2023 Agenda.pdf](#) 
-
-  [Copy of Item 10.10 Self Nomination form for Election of School Committee Officers.docx](#) 
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-  [Item 4.0 HHS Showcase - April 2023.pdf](#) 
-
-  [Item 5.1 Minutes of the School Committee meeting held on March 27, 2023.pdf](#) 
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-  [Item 5.2 Minutes of the School Committee meeting with Advisory Committee held on March 16 2023.pdf](#) 
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-  [Item 5.3 Minutes of the March 30, 2023 override public information session.pdf](#) 
-
-  [Item 7.1 South Shore Educational Collaborative.pdf](#) 
-
-  [Item 9.1 ACAB_Sexual Harassment Policy-Draft.docx.pdf](#) 
-
-  [Item 9.2 AC_Non-Discrimination Policy including Harassment and Retaliation Draft .docx.pdf](#) 
-
-  [Item 9.3 ACA_Non-Discrimination on the Basis of Sex.pdf](#) 
-
-  [Item 9.4 JICK- Harassment of Students-DRAFT.docx.pdf](#) 
-
-  [Item 10.1 Trip to London_April 2025.pdf](#) 
-
-  [Item 10.2 Trip to Belize_April 2025.pdf](#) 
-
-  [Item 10.3 Spring23AWaivers.docx.pdf](#) 
-
-  [Item 10.4 Into Reading Houghton Mifflin Harcourt 2020 ELA K-5 Report.pdf](#) 
-
-  [Item 10.4 SC Presentation--Into Reading-4-10-23.pdf](#) 
-
-  [Item 10.5 Hingham CAP_Draft_03302023.pdf](#) 
-
-  [Item 10.6 SSEC for board members.pdf](#) 
-
-  [Item 10.7 Donations.docx - Google Docs.pdf](#) 
-
-  [Item 10.7 HHS PTO 2023 Mini Grant Summary.pdf](#) 
-
-  [Item 10.8 Athletic Bid Contract.pdf](#) 
-
-  [Item 10.8 Athletic Transportation Bid.pdf](#) 
-
-  [Item 10.8 SC Approval of Bid memo.pdf](#) 
-
-  [Item 10.8 Transportation Bid Results.pdf](#) 
-
-  [Item 10.9 Surplus Journey's Elementary Reading Program Breakdown .pdf](#) 
-
-  [Item 10.9 Surplus Maint Van.pdf](#) 
-
-  [Item 10.9 Surplus: Journeys Deaccession Memo to SC 4-10-23.pdf](#) 
-
-  [Item 10.10 Self Nomination form for Election of School Committee Officers.docx](#) 
-
-  [Item 11 Warrant #SD32123.pdf](#) 
-
-  [Item 11 Warrant #SD32823.pdf](#) 
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HINGHAM SCHOOL COMMITTEE

April 24, 2023

MEETING MINUTES

Called to Order at 6:45 PM by Chair Michelle Ayer

School Committee members present: Chair Michelle Ayer, Vice-Chair Nes Correnti, Secretary Jen Benham, Kerry Ni, Tim Dempsey, and Alyson Anderson

Central Office Members present: Superintendent Dr. Margaret Adams, Interim Assistant Superintendent Kathryn Roberts, and Director of Business and Support Services Aisha Oppong

Town Meeting

Hingham Town Meeting School Committee members attended the annual Town Meeting held at High High School.

Adjourn

On a motion by Nes Correnti and seconded by Jen Benham

- It was voted: To adjourn at 10:40 PM

Respectfully Submitted By: Jen Benham

HINGHAM SCHOOL COMMITTEE

April 26, 2023

MEETING MINUTES

Called to Order at 7:00 PM

School Committee members present: Chair Michelle Ayer, Vice-Chair Nes Correnti, Secretary Jen Benham, Kerry Ni, Tim Dempsey, Matt Cosman, and Alyson Anderson

School Committee members participating remotely: Nes Correnti, who then joined the meeting at 7:15

School Committee members absent: none

Central Office Members present: Superintendent Dr. Margaret Adams, Interim Assistant Superintendent Kathryn Roberts, and Director of Business and Support Services Aisha Oppong

Also present: Executive Assistant Sherry Robertson, and Student Advisory Representative Alex Doggett

Visitors present: HEA Co-Presidents June Gustafson and Jacqueline Beaupre

Michelle Ayer read the following statement for those participating by zoom.

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Chair Michelle Ayer thanked the community for supporting the override at Town Meeting, and noted that the override also needs to pass at the upcoming town election.

Recommendations for a Balanced Budget

Director of Business and Support Services Aisha Oppong gave a presentation detailing cuts in staff and services that will likely be necessary if the proposed override does not pass.

The Committee discussed the effects of the potential cuts and urged the community to vote in the upcoming election.



Other items as may not reasonably be known 48 hours in advance of the meeting
None



On a motion by Nes Correnti and seconded by Jen Benham

- It was voted: To adjourn at 7:40 PM
Michelle Ayer – aye
Nes Correnti - aye
Jen Benham – aye
Kerry Ni - aye
Tim Dempsey – aye
Alyson Anderson - aye
Matt Cosman – aye

Respectfully Submitted By: Jen Benham

Documents Included:

 [04.26.2023 Agenda_revised.pdf](#) 

 [April 26, 2023- FY24 Budget Update Presentation.pdf](#) 



April 1, 2023 ENROLLMENT

	PreK	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Total K-5
East	94	4 sections 20;20;20;20 Total= 80	4 sections 20;20;20;19 Total= 79	4 sections 17;16;17;17 Total= 67	4 sections 17;18;18;18 Total= 71	4 sections 20;19;18;18 Total= 75	3 sections 18;20;18 Total= 56	429
Foster	*	3 sections 20;21;21 Total = 62	3 sections 18;18;19 Total = 55	4 sections 17;16;18;17 Total= 68	4 sections 20;20;21;21 Total = 82	3 sections 21;21;22 Total= 64	4 sections 19;18;19;18 Total= 74	405
Plymouth River	*	3 sections 22;22;21 Total= 65	3 sections 19;18;19 Total= 56	3 sections 19;18;20 Total= 57	3 sections 24;23;21 Total= 68	3 sections 20;21;21 Total= 62	4 sections 18;19;18;20 Total= 75	383
South	*	4 sections 21;20;20;20 Total= 81	4 sections 23;22;23;23 Total= 91	4 sections 19;18;19;17 Total= 73	4 sections 20;20;19;21 Total= 80	4 sections 21;23;22;23 Total= 89	4 sections 23;23;22;21 Total= 89	503
Total - By Grade K-5	94	288	281	265	301	290	294	1719

Hingham Middle School	Grade 6	Grade 7	Grade 8	Total HMS
	288	289	258	835

Hingham High School	Grade 9	Grade 10	Grade 11	Grade 12	Post Grad	Total HHS
	284	272	278	321	1	1156

Group	Total
PreK	94
K-5	1719
6-8	835
9-12 (Plus Post Grad)	1156
Total	3804

Other:	
Out of District	47
Homeschool	12
Vo-tech/Agricultural	8

SCHOOL COMMITTEE BALLOT
INFORMATION May 8, 2023

The School Committee members listed below have indicated their interest in being candidates for the stated office. The priority of their interest is indicated by a 1, 2, or 3 with 1 being the highest. The candidate's tenure on the Committee is also listed.

<u>Position</u>	<u>Priority</u>	<u>Name</u>	<u>Tenure</u>
Chair			
	1	Nes Correnti	2022-2025
Vice Chair			
	1	Michelle Ayer	2023-2026
Secretary			
	1	Jen Benham	2023-2026

School Committee members may contact any of the above candidates with questions about the candidacy, but are reminded to act in accordance with the relevant provisions of the Open Meeting Law.

STRENGTHS

- Expert interpersonal, negotiation, and team building skills
- Create School Cultures designed for all learners
- Strategic and collaborative educational leader
- Proven leadership for instructional improvement
- Developmental curriculum development, alignment and assessment
- Persuasive communicator with parents and faculty
- Student-focused needs analysis and improved performance
- Strategic planning and organizational restructuring

EDUCATION

Northeastern University Boston, MA
Ed.D in Educational Leadership

Harvard University Cambridge, MA
Masters of Education

Wheaton College Norton, MA
Bachelor of Arts

ADMINISTRATIVE EXPERIENCE

Interim Director of Special Education Wayland, MA
Wayland Public Schools

- Create an organizational structure for the Special Education Department
- Design programs to assist students with special needs to remain in the community
- Wrote first handbook for Special Education Department for the district
- Advised the Superintendent on budgetary items
- Realign Team Leader structure in order to ensure fidelity
- Responsible for Circuit Breaker, IDEA Grant, METCO grant, etc.

Director of Student Support Boston, MA
The Kingsley Montessori School

- Oversee all daily operations of Student Support
- Introduced recovery plan for students post remote learning
- Created reading plan for unified multisensory teaching
- Collaborated with all classroom teams guiding teaching
- Responsible for directing SEL support for students

Director of the Boston College Campus School Newton, MA
BOSTON COLLEGE

- Realigned professional development training program
- Established mentoring program for new teachers
- Created new Transition Learning Center for students ages 16-21
- Awarded \$20,000 grant from Joy in Blue Foundation to build assistive technology
- Created School Culture Program and introduced leadership opportunity for teachers enrolled in university leadership program

Barbara Cataldo 2

Superintendent of Schools

COHASSET PUBLIC SCHOOLS

Cohasset, MA

- Manage eighteen-million-dollar budget
- Created technology plan with shared resources to reduce overhead
- Oversaw reorganization of leadership team
- Produced two Strategic Plans
- Built first collaborative relationship among all town departments in two decades
- Fortified K-12 curriculum alignment with common core standards
- Responsible for raising all schools to Level I within DESE designation

Assistant Superintendent for Pupil Personnel Services

MILFORD PUBLIC SCHOOLS

Milford, MA

- Responsible for multimillion dollar budget and cost containment
- Created system-wide professional development opportunities in curriculum and instruction
- Assisted elementary principals in reorganization to enhance RTI implementation
- Worked in conjunction with curriculum supervisors to address AYP
- Created first preschool program in the country offering iPads® to students for instructional use
- Advised the Superintendent on curriculum, special education, and leadership initiatives

Director of Special Education

ARLINGTON PUBLIC SCHOOLS

Arlington, MA

- Provided instructional leadership resulting in improved student achievement
- Developed inclusionary programs in all schools
- Managed multi-million-dollar budget
- Served as advisor to superintendent in curriculum and special education matters
- Conducted interdepartmental reading training at the elementary level

Special Needs Coordinator

CAMBRIDGE PUBLIC SCHOOLS

Cambridge, MA

- Developed professional development opportunities for all staff
- Served on the literacy committee of CPS and Harvard GSE
- Responsible for the implementation of technology across the district
- Served on Instructional Council providing leadership for teaching and learning
- Created and oversaw professional development for co-teaching at the secondary level
- Responsible for grant writing

ADDITIONAL EXPERIENCE

Reading Specialist

DEDHAM COUNTRY DAY SCHOOL

Dedham, MA

Educational Consultant

Educational Solutions

Needham, MA

Interim Director of Student Services

SUDBURY PUBLIC SCHOOLS

Sudbury, MA

Interim Assistant Director of Student Services

WESTON PUBLIC SCHOOLS

Weston, MA

Reading Specialist

SHERBORN PUBLIC SCHOOLS

Sherborn, MA

Co-Teacher of the Learning Program

NEWTON PUBLIC SCHOOLS

Newton, MA

Special Education Instructor

FRAMINGHAM PUBLIC SCHOOLS

Framingham, MA

NOTABLE ACCOMPLISHMENTS

- Created a sustainable technology plan for the district that entails a full rollout to students over two years
- Established RTI program to assist with enhancing classroom experience for struggling learners
- Saved more than one million dollars from special education budget by restructuring services and creating programs to reduce out of district participation
- Served as expert witness for Public Schools in special education cases
- Worked in collaboration with the Reading Coordinator/principal, the system instituted a structured reading program at the elementary level in both special education and the general education setting to reduce special education referrals as a means to address RTI
- Created menu of professional development for both regular education and special education teachers resulting in increased inclusion in the classroom and reduced referrals
- Produced study skills curriculum for the secondary level
- Chosen as stakeholder in development of Massachusetts District Guidelines for Dyslexia and other Learning Disabilities
- Trained in Wilson Reading System, Foundations, Project Read, Alphabetic Phonics, and Executive Function Skills

RECENT PRESENTATIONS

- ***Executive Function Skills: Classroom Activities to Train Students***
Wayland Public Schools, Wayland, MA February, 2023
- ***Executive Function Skills to Assist Parents at Home***
Veritas Christian Academy, Wayland, MA January, 2023
- ***Executive Function Skills for Teaching Assistants, Part II***
Wayland Public Schools, Wayland, MA January, 2023
- ***Executive Function Skills in the Classroom for Teaching Assistants***
Wayland Public Schools, Wayland, MA August, 2022
- ***Executive Functioning: Post Pandemic in the Montessori Classroom***
Kingsley Montessori School, Boston, MA August, 2021
- ***Executive Functioning: Implications for Teaching and Learning***
Massachusetts Secondary School Administrators Association, Franklin, MA, January, 2017
- ***Working with Students with Behavioral Issues***
Brookline Public Schools Professional Development Consultant, Brookline, MA, December, 2016
- ***Working with Students with Neurological and Emotional Disorders***
Mansfield Public Schools Professional Development Consultant. Mansfield, MA, October, 2016
- ***Overview of Disabling Conditions***
Wachusett Regional Public Schools Professional Development Consultant, October, 2016
- ***Questioning and Checking for Understanding***
Saugus Public Schools Professional development, Saugus, MA, September, 2016
- ***Creating Inclusive Schools***
Massachusetts Association of School Superintendents July, 2017

RELATED EXPERIENCE

- Massachusetts Association of School Superintendents Professional Development Committee
- Chair of the Board of Directors for South Shore Educational Collaborative
- METCO, Inc. Board of Directors
- Created first preschool program in the country offering iPads® to students for instructional use
- Harvard Graduate School of Education Learning Differences Conference presenter
- Guest lecturer at Lesley University and Lasell University
- Massachusetts Branch of the International Dyslexia Association presenter
- UNDERSTANDING OUR DIFFERENCES Guest speaker on Learning Disabilities
- Massachusetts Branch of the International Dyslexia Society Board Member at-large
- Masscue Spring Conference, “Engaging the Special Education Learner Through the iPad®”
- Expert witness in Special Education Hearings for Districts and Parents
- Guest lecturer at Boston College

Barbara Cataldo 4

MASSACHUSETTS CERTIFICATIONS

Administration: Assistant Superintendent/Superintendent, Special Education Administrator,

Special Education: Moderate Special Needs, N-12

Regular Education: Elementary Education, K-8, Middle School, 5-9, Reading, K-12

RHODE ISLAND CERTIFICATIONS

Administration: Superintendent of Schools, District Level Administrator-Special Education

PROFESSIONAL AFFILIATIONS

AASA, The School Superintendents Association

Massachusetts Association for School Superintendents

International Dyslexia Association

Massachusetts Administrators for Special Education

National Association of Independent Schools

American Montessori Association



HINGHAM PUBLIC SCHOOLS

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madams@hinghamschools.org

www.hinghamschools.com

Margaret Adams, Ed.D.
Superintendent of Schools

To: Hingham Public School Committee

From: Margaret Adams, Superintendent

Subject: Appointment of Interim Executive Director of Student Services

Date: May 4, 2023

The following is to recommend to the School Committee the one year appointment of Dr. Barbara Cataldo as the Interim Executive Director of Student Services to begin July 1, 2023 through June 30, 2024.

Dr. Cataldo has served in various roles in her educational career including Superintendent of Schools, Assistant Superintendent for Pupil Personnel, Director of Special Education, and Special Needs Coordinator. In these past roles, she has supported several districts in the development of special education programs and provided strong instructional leadership to student services. Most recently this current school year, she has served as the Interim Director of Special Education in the Wayland Public Schools. Her background also included providing extensive professional development in the field of reading, behavioral health, and executive functioning.

Dr. Cataldo holds a Doctorate in Education from Northeastern University in Educational Leadership, Master's Degree from Harvard University, and Bachelor of Arts from Wheaton College. Dr. Cataldo has the appropriate Massachusetts Department of Elementary and Secondary Education license for the role. Since Dr. Cataldo is retired, the district has sought a critical shortage waiver from the state. Final appointment is dependent on the approval of the waiver.

Dr. Cataldo holds the breadth of experience needed to help support the district in completing a strong program evaluation of our special education programs and student services. She will also support a transition as the district continues to search for a permanent Executive Director of Student Services.

The district will plan to post for a permanent Executive Director of Student Services in January 2024 and conduct a thorough search.

HPS Elementary Writing Initiatives 2023-24
Elementary Writing Specialist: Monica Matthews

Kindergarten			
When	What	How	Who
PD: May '23 Implementation: 9/23 - 12/23	<i>Kid Writing:</i> <i>Kid Writing</i> is a child-centered, systematic workshop approach that teaches writing in the context of phonics and spelling.	<ul style="list-style-type: none"> ● During a ½ day building-based training, K teachers will learn the key routines of the <i>Kid Writing</i> program. ● <i>Kid Writing</i> will be incorporated into the daily K writing block from Sept. - Dec. 	Writing Specialist K Teachers Principals provide subs
PD: Fall ' 23 Implementation: 1/24 - 6/24	<i>Empowering Writers</i>	<ul style="list-style-type: none"> ● On April 27th, 2023, K + 1 teachers will join the Writing Specialist for a visit to primary classrooms in Foxboro PS where <i>Empowering Writers</i> is being used. ● During a 6 hour building-based training, K teachers will learn the key components of the <i>Empowering Writers</i> curriculum at the kindergarten level ● A kindergarten pacing guide for writing will be developed, incorporating reading, science and social studies themes with writing tasks. ● <i>Empowering Writers</i> lessons will be incorporated into writing instruction Jan. - June. ● All K teachers will have access to the EW Hub lessons and digital Sentence-A-Day resource (grammar). 	Writing Specialist K Teachers Principals provide subs
2023-24 school year	Writing Notebook		Principals will purchase with guidance from teachers and literacy specialists

GETTING STARTED: KINDERGARTEN

	NOW '23	SPRING '23	SUMMER '23	FALL '23	WINTER '23-24
<i>Develop Kid Writing PD</i>	■				
<i>1/2 PD Kid Writing PD</i>		■			
<i>Develop Cross-Curricular Writing</i>			■		
<i>Start Kid Writing</i>				■	
<i>EW PD</i>				■	
<i>Start Mod. 3+ w/ EW</i>					■

Grade 1			
When	What	How	Who
PD: May '23 Implementation 9/23 - 12/23	Personal Narrative Unit	<ul style="list-style-type: none"> • A personal narrative unit will be created for teachers to implement Sept. - Dec. • During a ½ day building-based training, Grade 1 teachers will be introduced to the personal narrative unit. (This will be scheduled with the K training to share subs on the same day.) 	Writing Specialist Grade 1 Teachers Principals provide subs
PD: Fall ' 23 Implementation 1/24 - 6/24	<i>Empowering Writers</i>	<ul style="list-style-type: none"> • On April 27th, 2023, K + 1 teachers will join the Writing Specialist for a visit to primary classrooms in Foxboro PS where Empowering Writers is being used. • During a six hour building-based training, Grade 1 teachers will learn the key components of the Grade 1 <i>Empowering Writers</i> curriculum. • A Grade 1 pacing guide for writing will be developed, incorporating reading, science and social studies themes with writing tasks. • <i>Empowering Writers</i> lessons will be incorporated into writing instruction Jan. - June. • All Grade 1 teachers will have access to the EW Hub lessons and digital Sentence-A-Day resource (grammar). 	Writing Specialist Grade 1 Teachers Principals provide subs
2023-24 school year	Reading Response notebook	<ul style="list-style-type: none"> • To support students' daily writing about reading, the district will provide each elementary student with a notebook. 	Principals will purchase with guidance from teachers and literacy specialists



THE FIRST STEPS: GRADE ONE

	NOW '23	SPRING '23	SUMMER '23	FALL '23	WINTER '23-24
<i>Develop Personal Narrative Unit</i>	█				
<i>1/2 PD Personal Narrative Unit</i>		█			
<i>Develop Cross-Curricular Pacing Guide</i>			█		
<i>Start Personal Narrative Unit</i>				█	
<i>EW PD</i>				█	
<i>Start Mod. 3+ w/ EW</i>					█

Grades 2-5

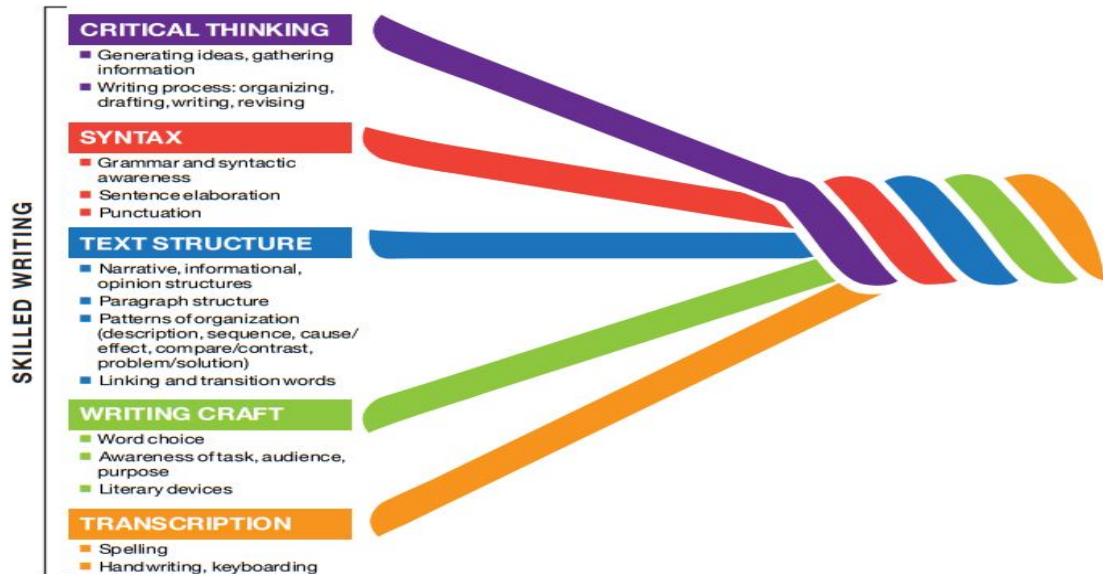
When	What	How	Who
Spring/ Summer 2023 Implementation 2023-24 School Year	Updated Writing Pacing Guides	<ul style="list-style-type: none"> • Updates to writing tasks will incorporate science, social studies and Into Reading themes. 	Writing Specialist in consultation with teachers
2023- 24 School Year	<i>Empowering Writers</i>	<ul style="list-style-type: none"> • The <i>Empowering Writers</i> curriculum will continue to be the core writing program at the elementary level. • HPS is not adopting the Into Reading writing curriculum, although some writing tasks might be used with EW lessons. 	Teachers
2023-24 school year	Reading Response notebook	<ul style="list-style-type: none"> • To support students' daily writing about reading, the district will provide each elementary student with a notebook. 	Principals will purchase with guidance from teachers and literacy specialists



Elementary Writing Update

May 8, 2023

The Writing Rope



From *The Writing Rope™: The strands that are woven into skilled writing* [online article].
(<https://284ivp1abr6435y6t219n54e-wpengine.netdna-ssl.com/wp-content/uploads/2021/03/Article-The-Strands-That-Are-Woven-into-Skilled-Writing.pdf>); adapted by permission, © 2019 by Joan Sedita, www.keystoliteracy.com. All rights reserved.
In *The Writing Rope: A Framework for Explicit Writing Instruction in All Subjects*, by Joan Sedita. (©2023; Paul H. Brookes Publishing Co., Inc.)

Writing: What Does the Research Say?

- Writing is the means by which we integrate knowledge.
- There is a direct connection between reading and writing. Students should be supported in writing almost as soon as they begin reading. Both spelling and handwriting are linked to the ability to connect speech to print, which is called encoding.
- Students need to write every day.
- Like reading, writing must be taught explicitly, followed by guided practice.
- Writing is an effective tool for enhancing students' learning of content areas. Students' comprehension of science, social studies and language arts texts improves when they write about what they read.

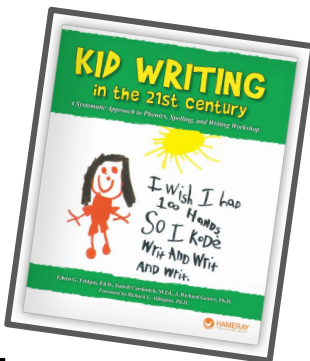
What has the Elementary Writing Specialist been up to?

- Developed Pacing Guides for grades 2-5 using *Empowering Writers* lessons.
- Participated in social studies and science PD with grades 3 + 4. Collaborated with teachers to create interactive notebooks with writing tasks. Shared strategies for incorporating writing into the content areas.
- Created writing projects and tasks that connect to grade level content curriculum .
- Modeling lessons in all grade levels at every school.
- Customized and trained newer teachers in *Empowering Writers* curriculum.
- Met with 3-5 teachers at each school to evaluate students writing needs
- Creating Grade 1 Personal Narrative Unit and train teachers.
- Training kindergarten teachers in *Kid Writing* for the start of 2023 school year.



Kindergarten Writing Initiatives

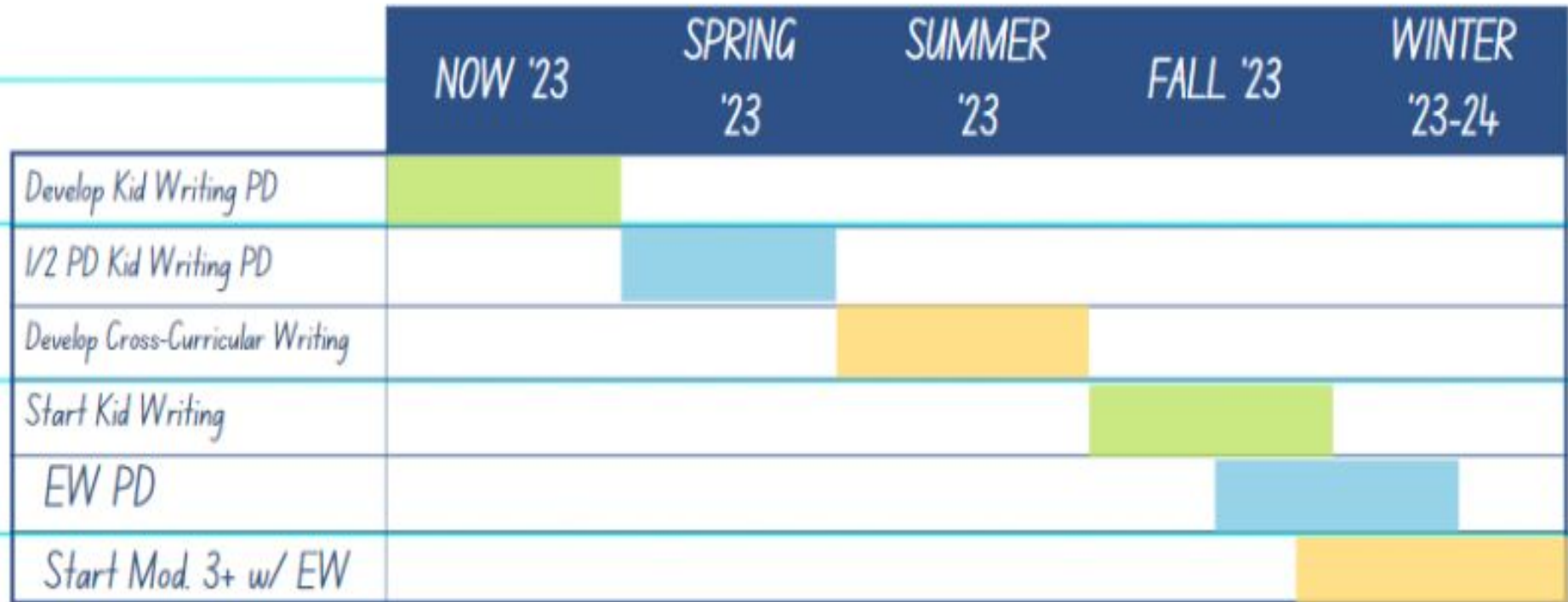
- *Kid Writing*



- *Empowering Writers: Lessons on the Hub and Sentence a Day*
- Professional Development
- Pacing Guide
- *Into Reading: handwriting and spelling*

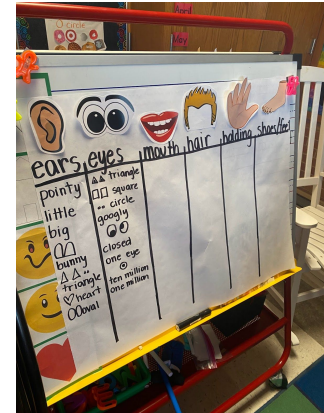
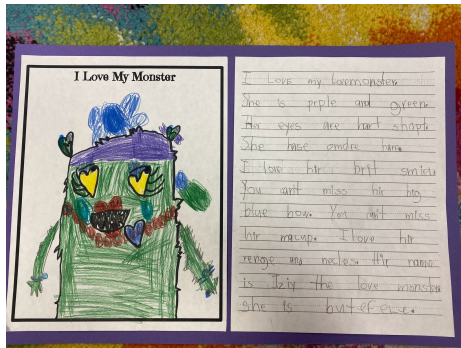


Kindergarten Writing Initiatives



Grade 1 Writing Initiatives

- Personal Narrative Unit
- Professional Development
- Pacing Guide
- *Empowering Writers*: Lessons on the Hub and Sentence-A-Day
- *Into Reading*: handwriting and spelling



Grade 1 Writing Initiatives

	NOW '23	SPRING '23	SUMMER '23	FALL '23	WINTER '23-24
<i>Develop Personal Narrative Unit</i>	█				
<i>1/2 PD Personal Narrative Unit</i>		█			
<i>Develop Cross-Curricular Pacing Guide</i>			█		
<i>Start Personal Narrative Unit</i>				█	
<i>EW PD</i>					█
<i>Start Mod. 3+ w/ EW</i>					█

2-5 Writing Updates

- ❑ Update grades 2-5 Writing Pacing Guides to incorporate writing tasks into science, social studies and reading topics. Align writing pacing guide to match new **Into Reading** pacing.
- ❑ Continue to use Empowering Writers curriculum in all grade levels. Restructure lessons for each writing task into three week modules.
- ❑ Incorporate *Into Reading* grammar lessons into the writing pacing guide.

Into Reading, Social Studies and Science

Grade 1

Mod	Theme + Essential Question	Specific Text Connections	Social Studies Connections	Science Connections
1	Nice to Meet You! <i>How can making new friends and learning new things help us?</i>	My School Trip to a Butterfly Garden		Butterflies?
2	My Family, My Community <i>What makes families and communities special?</i>	Dan Had a Plan: Boy raises money for books at the library. On the Map: (Map key, farm, city, suburb) Places in My Neighborhood Curious About Jobs (video) Who Put the Cookie... (folktale - everyone helps to make cookies.) (Read Alouds) Whose Hands are These?, Maybe Something Beautiful, Abuela	Topic 4 (Economics) Unity and Diversity Geography: Maps In the past, next, ... Communities Jobs Topic 1: Civics	
3	Amazing Animals <i>How do animals' bodies help them?</i>	The Nest, Blue Bird and Coyote Have You Heard the Nesting Bird? Step-by-Step Advice from the Animal Kingdom Beaver Family (video)		Diversity of Life (currently at the end of year)
4	Better Together <i>Why is it important to do my best and get along with others?</i>	If You Plant a Seed	Being a good citizen	
5	Now You See It, Now You Don't <i>Why do light and dark come and go?</i>	Super Shadows The Black Rabbit Day and Night The Best Season What are you Waiting For? (Moon)		Light and Sound Making Shadows, Sun and Shadows, Reflections, Seasons

In just two years...

... Teachers feel supported and more confident about writing instruction.

... Writing is in the forefront of teachers' minds when they are planning their instruction.

... We are creating a more comprehensive approach to teaching and learning.

... Students are writing more!

And I'm just getting started!



HINGHAM PUBLIC SCHOOLS

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www.hinghamschools.org

Kathryn M. Roberts

Interim Assistant Superintendent
of Teaching & Learning

TO: Dr. Margaret Adams, Superintendent
Aisha Oppong, Business Director.

FROM: Kathryn Roberts, Interim Assistant Superintendent
Mary Andrews, K-12 ELA Director

DATE: May 1, 2023

RE: Accelerated Literacy Learning through High-Quality Instructional Materials Grant

Attached please find a [grant award letter](#) from the MA Department of Elementary and Secondary Education entitled Accelerated Literacy Learning through High-Quality Instructional Materials. The grant (FC719) was awarded in the amount of \$154,703, and will be used to defray the cost of the district's planned adoption of the evidence-based K-5 reading program, HMH Into Reading.

The purpose of this competitive grant program is to equip schools and districts with the high-quality core instructional materials needed to accelerate literacy learning, particularly as schools recover from extended closures and students require rich instructional support to accelerate their learning. This grant will support schools and districts with 50% of the purchase price of new core instructional materials for literacy, and up to the entire cost of the initial professional development for educators to implement those materials

Please reach out with any questions.

Respectfully submitted,
Kathryn Roberts
Mary Andrews



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

Jeffrey C. Riley
Commissioner

Dear Kathryn,

Congratulations! We are pleased to inform you that Hingham Public Schools has been awarded funding through the *Accelerated Literacy Learning through High-Quality Instructional Materials Grant (FC719)* in the amount of \$154,703. Please be aware that we have secured federal funds and the fund code of this grant has been updated to reflect state and federal funding (FC730/719).

Your grant is funded through the fund code 719, which is federal funding.

We thank you for your commitment to use high quality instructional materials to improve literacy experiences and outcomes for your students. Through this funding and your continued support, we hope to realize our vision of an excellent education in English Language Arts and Literacy for all students in Massachusetts.

You will be receiving further instructions on submitting a final approval budget and information regarding EdGrants via email from Gail Castle [Gail.A.Castle@mass.gov] in the coming days. Any questions related to budgets and/or EdGrants should be directed to Gail and copy me.

Best,

A handwritten signature in cursive script that reads "Mary L. Brown".

Dr. Mary L. Brown
GEER Early Literacy Project Coordinator
Mary.l.brown@mass.gov



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Aisha N. Oppong

Director of Business and Support
Services

To: Hingham School Committee

From: Aisha Oppong, Director of Business and Support Services

CC: Margaret Adams, Superintendent

Date: May 8, 2023

Subject: Fee Increases

This is a list to memorialize final fees for this year:

Kindergarten fees

Kindergarten fees will change from \$3,750 to \$2,950 as voted as part of the leveled services budget with the additional increases voted at Town Meeting. This fee does not require a vote because the vote was taken before but wanted to provide an update since this has not been discussed since the vote and the actual fee determined.

Athletics

The athletics fees initially discussed as part of a leveled services budget are:

<u>Athletics</u>	Current Fee	Reduction/ (Increase)	FY 2024
Non-Hockey	325	50	375
Hockey	425	150	575
Family cap	800	150	950

This fee has not been increased since 2014 and although it is a moderate increase we did not want current students to bear the immediate impact of a full fee hike. The intent is to gradually increase this over time. This fee is in line with benchmark towns. It is on the lower end of benchmarks but the thought is to increase this over time. The athletics fees are also built into the budget and approved as part of the budget approval process.

Kids In Action

For Kids In Action the after school program is moving to each building. This will be the first time for us so we are not sure what enrollment will be given that change. We have budgeted enrollment based on the current year but expect that there is a possibility that more families will sign-up. We recommend a 5% increase in the fees this year.

With the changes with the structure of the program, we anticipate that the schools with the smaller enrollment will reflect a slight loss in operations but other programs will carry these for this year. Once we have had a complete year of operations under this structure we will better be able to plan for the program going forward. We believe a 5% increase keeps the pricing of the program in line with other similar programs from nearby towns and overall Kids in Action is still able to cover costs and remain healthy. With this model KIA is able to make a significant contribution to the budget.

The increase in the fees for before and after school will require an approval vote. The pre-k fees will also require a vote. The Spanish pre-k's fees were voted at an earlier meeting:

Program Choices	5 Days		3 Days	2 Days		
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Pre-Kindergarten 8:30 - 2:00	\$ 971	\$ 9,710				
Pre-Kindergarten & after school	\$ 1,453	\$ 14,530	\$ 1,314	\$ 13,137	\$ 1,250	\$ 12,495
Before School K-5	\$ 226	\$ 2,263				
After School	\$ 496	\$ 4,961	\$ 352.80	\$ 3,528	\$ 286.70	\$ 2,867
Combined Before & After School	\$ 617	\$ 6,174	\$ 529.20	\$ 5,292	\$ 463.10	\$ 4,631

Integrated Pre-Kindergarten

For the integrated Pre-K we are recommending a 5% increase in fees. These fees are relatively low compared to other programs but this is done to ensure that we are able to attract as many model students as possible. This fee is only borne by model students. With the construction of the Foster school the hope is to expand this program over time.

<u>Integrated Pre-K</u>	Current Fee	Reduction/ (Increase)	FY 2024
21/2 Days	1,357	68	1,425
31/2 Days	2,030	102	2,132
4 1/2 Days	2,714	136	2,850
5 1/2 Days	3,387	169	3,556
4.5 full days	6,106	305	6,411

The fee increase for this program will require a vote of the school committee.

Facilities

The facilities fees administered by the school committee are under review and updated to ensure custodial rates reflect the most recent rates and that there are no costs borne by the school department. Fees for fields and other external recreational facilities are determined by the recreation department. These have been highlighted on the fee schedule attached. The increase in the fees requires a vote by the school committee.

Kids In Action Budget By School

	After School					Pre- K		Before School		Total Program
	East	Foster	PRS	South	Total	Pre- K - Spanish	Pre-K	South	East	
Budgeted Enrollment per Building	35	76	60	40	211	17	20	30	15	293
Revenue	\$ 122,500	\$ 266,000	\$ 210,000	\$ 140,000	\$ 738,500	\$ 189,030	\$ 223,120	\$ 67,890	\$ 33,945	1,252,485
Director	69,208	4,701	4,701	4,701	4,701	18,802	50,406	25,203	25,203	69,208
Site coordinator stipend	4,400	4,400	4,400	4,400	17,600	4,600	4,600			26,800
Teachers										
# of teachers needed	3	5	3	3	14	2	2	2	1	21
Avg Cost per teacher	33.34	33.34	33.34	33.34		33.34	33.34	33.34	33.34	
Total teacher Cost	76,015	126,692	76,015	76,015	354,738	76,015	76,015	12,669	6,335	525,772
Teacher Assistants										
# of teacher assistants needed	2.00	4.00	4.00	2.00	12	1.00	1	1	1	16
Avg Cost per teacher	20.15	20.15	20.15	20.15		20.15	20.15	20.15	20.15	
Total teacher assistant Cost	30,628	61,256	61,256	30,628	183,768	15,314	15,314	15,314	15,314	245,024
Nurse	14,400	14,400	14,400	14,400	57,600					57,600
Facilities Rental	15,000	15,000	15,000	15,000	60,000	30,000	30,000			120,000
Custodian	6,300	6,300	6,300	6,300	25,200	6,300	6,300			37,800
Food	5,000	8,000	7,000	5,000	25,000	2,500	2,500			30,000
Supplies	2,500	2,500	2,500	2,500	10,000	5,000	5,000			20,000
Substitutes	500	500	500	500	2,000	1,000	1,000	300	300	4,600
Total	159,444	243,749	192,072	159,444	754,708	165,932	165,932	28,283	21,949	1,136,804
Surplus/ (Deficit)	(36,944)	22,252	17,928	(19,444)	(16,208)	23,098	57,188	39,607	11,996	115,681

Facility Class	Facility Pricing Grid	School Orgs and Clubs	Category 1	Category 1	Category 2			Category 2			Category 3			Category 3		
			School Related Organizations PTO/Boosters	School Related Organizations PTO/Boosters	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly
	MULTI-PURPOSE FIELD <small>(Approved 10/7/2014, Rescinded for Youth Groups in category 2 on 2/24/14 for pilot program for Spring 2014. Rates per participant below)</small>		PER USE	PER USE	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly
MPF-1	Concession Building, (Requires BOH Permit)	NC	\$25	\$40	\$50 Per Rental			\$55 Per Rental			\$250 Per Rental	\$150 Per Rental	\$75 Per Rental	\$300 Per Rental	\$200 Per Rental	\$80 Per Rental
MPF-2	Lights	NC	\$10	\$30	\$10 Per Hour			\$30 Per Hour			Not Available			\$300		
MPF-4	Press Box - Adults Only and requires Press Box Support Tech	NC	\$25	\$30	\$25 Per Rental			\$30 Per Rental			\$100 Per Rental	\$50 Per Rental	\$25 Per Rental	\$150	\$75 Per Rental	\$50 Per Rental
MPF-4.1	Press Box Support Tech	NC	\$15 Per Hour	\$40 Per Hour	\$15 Per Hour			\$55 Per Hour			\$15 Per Hour			\$65 Per Hour		
MPF-4.12	Sound	NC	Included	Included	Included with Press Box			Included with Press Box			Not Available			Not Available		
MPF-4.13	Scoreboard	NC	Included	Included	Included with Press Box			Included with Press Box			\$10 Per Hour			\$15 Per Hour		
MPF-5	Custodian (per Required Custodian)	TBD by Event	\$46 Per Hour (\$184 Minimum)	\$55 Per Hour (\$220 Minimum)	\$46 Per Hour (\$184 Minimum)			\$60 Per Hour (\$240 Minimum)			\$46 Per Hour (\$184 Minimum)			\$65 Per Hour (\$260 Minimum)		
A	CLASS A FACILITIES		PER USE	PER USE	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly	Full Day (8 Hrs)	Half Day(4hrs)	Hourly
A-1	Auditoriums	NC	Set by event or NC	Custodial Fee/ Utility & Wear & Tear will apply	\$100	\$50	\$15	\$125	\$63	\$20	\$500	\$275	\$100	\$550	\$300	\$150
	MS Auditorium			Custodial Fee/ Utility & Wear & Tear will apply	\$200	\$100	\$30	\$250	\$125	\$40	\$1,200	\$600	\$200	\$1,500	\$750	\$250
A-1	Basketball Courts (Outside) Recreation Dept	NC	Set by event or NC	Custodial Fee/ Utility & Wear & Tear will apply	\$20	\$10	\$5	Custodial Fee/ Utility & Wear & Tear will apply			\$110	\$65	\$20	Custodial Fee/ Utility & Wear & Tear will apply		
A-1	Gymnasiums HS and Middle School	NC	Set by event or NC	Custodial Fee/ Utility & Wear & Tear will apply	\$40	\$20	\$5	\$60	\$30	\$15	\$420	\$250	\$75	\$462	\$275	\$85
A-1	Gym - Elementary		Set by event or NC	Custodial Fee/ Utility & Wear & Tear will apply	\$20	\$5	\$5	\$50	\$25	\$10	\$210	\$125	\$40	\$230	\$140	\$50
A-1	Basketball Youth Sports Volley Ball Youth Sports Wrestling (Includes Wrestling Room)				*\$6 per Participant Includes Scheduled Use at School Gyms			*\$10 per Participant Includes Scheduled Use at School Gyms								
A-1	Wrestling Rooms*	NC	Set by event or NC	Custodial Fee/ Utility & Wear & Tear will apply	\$20	\$10	\$5	\$50	\$25	\$10	\$100	\$75	\$25	\$115	\$85	\$35
A-1.1	Concession Stand - Non MPF (requires BOH Permit) Utility Resource Use Fee on Class A Facilities (Energy and wear and tear on indoor facilities)	NC	Set by event or NC	Custodial Fee/ Utility & Wear & Tear will apply	\$50 Per Rental			\$60 Per Rental			\$75 Per Rental			\$80 Per Rental		
A-2		TBD	\$25	\$35	Included Above			Included Above			Included Above			Included Above		
A-3	Baseball Fields (New HS and New MS)	NC	Set by event or NC	Custodial Fee/ Utility & Wear & Tear will apply	\$20	\$10	\$5	Custodial Fee/ Utility & Wear & Tear will apply			\$110	\$65	\$20	Custodial Fee/ Utility & Wear & Tear will apply		

Facility Class	Facility Pricing Grid	School Orgs and Clubs	Category 1 School Related Organizations PTO/Boosters	Category 1 School Related Organizations PTO/Boosters	Category 2 Community Based Organizations	Category 2 Community Based Organizations	Category 3 Companies/Businesses/Individuals/AAU /501 organizations/Camps	Category 3 Companies/Businesses/Individuals/AAU /501 organizations/Camps
H-1 H-1	Equipment Rental AV	NC	\$5	\$5	\$5	\$15	\$15	\$25
p	Personnel Charges		PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR
P-1	Cafeteria Personnel (Per Hour 3 Hr Min)	TBD	\$32.50 First Person \$23.50 Each Addl.	\$50 First Person \$40 Each Addl.	\$32.50 First Person \$23.50 Each Addl.	\$60 First Person \$40 Each Addl.	\$36.50 First Person \$26.25 Each Addl.	\$65 First Person \$50. Each Addl.
P-1	Custodians (Per Hour - 4 Hour Min)	TBD	\$46/Min 184	\$55/Min \$220	\$46/ Min \$184	\$60/ Min \$240	\$47/Min \$188	\$65/Min \$260
**P-1	Light/Sound Techs (Per Hour)	NC	\$17.50	\$40.00	\$17.50	\$40.00	\$26.00	\$55.00
**P-1	Light/Sound Techs MS	NC	\$26.00	\$40.00	\$31.50	\$40.00	\$36.50	\$55.00

- * Wrestling qualifies for Hingham Youth Sports Rates
- * Note from Business Manager: Long standing organized Hingham Adult groups qualify for per participant rates.

Community Based is Hingham based organization including youth programs/Hingham Youth Sports and other Hingham Programs provided solely for Hingham residents or hingham resident groups

Hingham Public Schools

FY 24 Fee Approvals



**Presented by: Margaret Adams, Superintendent of
Schools**

Aisha Oppong, Director of Finance and Operations



Full Day Kindergarten Fees

Proposed Fee Structure

- FY 2023 Full Day Kindergarten fee \$3,750.
- FY 2024 Full Day Kindergarten fee based on the amount approved as part of the override \$2,950



Athletics Fees

FY15 was the last increase to athletic user fees.

Current Fee Structure

- Student-athletes current pay an annual athletic user fee of \$325.
- Student-athletes that participate in ice hockey pay an additional fee of \$100.
- The immediate cap is \$800 per family.

Proposed Fee Structure

- Student-athletes pay an annual athletic user of \$375.
- Student-athletes that participate in ice hockey would pay an additional fee of \$200.
- The immediate cap per family would rise to \$950.



Kids in Action Fees

Review of Fee Structure

- The Kids in Action Fees reflect a 5 % increase in fees from prior year.



Kids In Action
Hingham Public Schools
 220 Central Street - Hingham MA 02043

Program Choices	5 Days		3 Days		2 Days	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Pre-Kindergarten 8:30 - 2:00	\$ 971	\$ 9,710				
Pre-Kindergarten & after school	\$ 1,453	\$ 14,530	\$ 1,314	\$ 13,137	\$ 1,250	\$ 12,495
Before School K-5	\$ 226	\$ 2,263				
After School	\$ 496	\$ 4,961	\$ 352.80	\$ 3,528	\$ 286.70	\$ 2,867
Combined Before & After School	\$ 617	\$ 6,174	\$ 529.20	\$ 5,292	\$ 463.10	\$ 4,631



Facilities Fees

Review of Fee Structure

- To ensure that HPS is not subsidizing various community programs by absorbing the costs of using the building:
 - To increase the custodial rates charged to ensure that they at a minimum cover the rates per hour of HPS' custodians
 - To ensure that building use fees include a charge for the building's utilities
 - To ensure that building use fees include a charge for wear and tear and replacement costs
 - To ensure the custodian hours reflect the full extent of work performed - there are instances where the rate structure for some groups does not include all the custodial time spent preparing for the group and cleaning up after the group leaves.

School Resource Officer Memorandum of Understanding
Between
Hingham Public Schools
and
Hingham Police Department

This agreement (the “Agreement”) is made by and between Hingham Public School District and Hingham Police Department (the “Police Department”) (collectively, the “Parties”). The Chief of Police of the Police Department (the “Chief”) and the Superintendent of the District (“the Superintendent”) are each a signatory to this Agreement. The provisions of this Agreement are specifically required by [section 37P of chapter 71 of the General Laws, as amended by Section 79 of Chapter 253 of the Acts of 2020](#).

Purpose

The purpose of this Agreement is to formalize and clarify implementation of the partnership between the school and the School Resource Officer (“SRO”)/the District and a Police Department regarding the placement of a police officer at Hingham Public School(s) (the “School”) in order to promote school safety; help maintain a positive school climate for all students, families, and staff; enhance cultural understanding between students and law enforcement; promote school participation and completion by students; facilitate appropriate information-sharing (as outlined in Section VI below); and inform the Parties’ collaborative relationship to best serve the school community.

This memorandum does not, and may not be relied upon to, create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter. Modifications of this Agreement are permissible when necessary to indicate local practice, so long as they are consistent with state and federal law.

I. Mission Statement, Goals, and Objectives

The mission is to facilitate relationship-building by the SRO such that students, faculty, staff, and community members see the SRO as contributing to a positive school climate. This will be realized by supporting and fostering the safe and healthy development of all students in the District [*or at the School*] through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion are indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the “Goals and Objectives”):

- To foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, gender expression, and socioeconomic status;
- To promote a strong partnership and communication between school and police personnel and clearly delineate their roles and responsibilities;
- To establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services;
- To ensure that school personnel and SROs have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations;

- To ensure that all Public Safety officials have a clear understanding of school code of conduct and behavior expectations.
- To minimize the number of students unnecessarily out of the classroom, arrested at school, or court-involved;
- To provide requirements and guidance for training including SRO training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request SRO intervention;
- To outline processes for initiatives that involve the SRO and school personnel, such as violence prevention and intervention and emergency management planning, that can be provided upon request; and
- To offer presentations, programming, and appropriate instruction to the school focusing on criminal and juvenile justice issues; community and relationship building; and prevention, health, and safety topics.

II. Roles and Responsibilities of the SRO and School Administrators and Staff in Student Misbehavior

The Parties agree that school officials and the SRO play important and distinct roles in responding to student misbehavior to ensure school safety and promote a positive and supportive learning environment for all students.

Under state law, the SROs shall not (i) serve as school disciplinarians, enforcers of school regulations, or in place of licensed school psychologists, psychiatrists, or counselors; or (ii) use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

The principal or his or her designee shall be responsible for student code of conduct violations and routine disciplinary violations. The SRO shall be responsible for investigating and responding to criminal and juvenile offending. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The SRO shall read and understand the student code of conduct for both the District and the school. (Teach and inform fellow officers)

The principal (or his or her designee) and the SRO shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student misbehavior. In such instances, the guiding principle is whether misbehavior rises to the level of willful and malicious, criminal and delinquent conduct that poses (1) real and substantial harm to the physical well-being of other students, school personnel, or members of the community or (2) real and substantial harm to the property of the school or theft of property of students and school staff or (3) taking of property of substantial value belonging to students or school staff with evident intention to retain it. School staff shall not ask an SRO to serve as a school disciplinarian or enforcer of school regulations.

In instances of student misbehavior that do not require a law enforcement response, including any incident involving a student under 12 years of age, the principal or his or her designee shall determine the appropriate disciplinary response, allowing the student to remain in school unless to do so would pose a serious safety or security risk. The principal or his or her designee should prioritize school or community-based accountability programs and services, including but not limited to, peer mediation, restorative justice, and mental health resources, whenever possible.

For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), the SRO may act to deescalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the SRO when they have a reasonable and articulable fear of an imminent threat to their safety or the safety of students or other personnel.

In an emergency situation where a student may be in immediate need of emergency medical or psychological assistance, and where a school psychologist or social worker is not available, a school resource officer, who believes that failure to intervene would create a substantial likelihood of serious harm to the student, other students, school personnel or result in destruction to school property by reason of mental illness or psychological trauma, shall inform the principal or his or her designee to facilitate supportive intervention by school staff on behalf of the student.

When the SRO or other Police Department employees have opened a criminal investigation, school personnel shall not interfere with such investigation or act as agents of law enforcement. To protect their roles as educators, school personnel shall only assist in a criminal investigation as witnesses or to otherwise share information consistent with Section VI, except in cases of emergency. Nothing in this paragraph shall preclude the principal or his or her designee from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.

A student shall only be arrested on school property or at a school-related event in the event of criminal conduct involving the infliction or threat of serious bodily harm, larceny or when a warrant or statute requires such an arrest (such as in cases involving the violation of a 209 A order). The principal or his or her designee shall be consulted prior to an arrest whenever practicable, and the student's parent or guardian shall be notified as soon as practicable after an arrest. A summons is the preferred method for bringing all juveniles to court unless there is reason to believe the child will not appear upon a summons. In the event of an investigation by the SRO that leads to custodial questioning of a juvenile student, the SRO shall notify the student's parent/guardian or interested adult in advance and offer them the opportunity to be present during the interview.

At least annually, it shall be the responsibility of the District to provide training and information to educators and other school staff on the distinct roles of school administration and SROs in addressing student misbehavior, consistent with this Section and this Agreement, as well as the Standard Operating Procedures accompanying this Agreement and described in Section VIII. If the police interrogate a juvenile (14-18) without the presence of an interested adult, they must prove that the juvenile has unusual sophistication and knowledge and understands his/her/their right to remain silent to avoid self-incrimination.

III. The Process for Selecting the SRO

The Parties acknowledge that the selection of the SRO is important to achieving the purpose, goals, and objectives of this MOU, and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO.

In accordance with state law, the Chief shall assign an officer whom the Chief believes would foster an optimal learning environment and educational community and shall give preference to officers who demonstrate the requisite personality and character to work in a school environment with children and educators and who have received specialized training including, but not limited to: continuing professional development in child and adolescent development, conflict resolution and diversion

strategies, de-escalation techniques, trauma informed practices, diversity, equity, and inclusion, behavioral health and any other training required by the Municipal Police Training Committee established in [Section 116 of Chapter 6](#). The Chief, or any employee of the state police assigning an officer, shall work collaboratively with the Superintendent, in consultation with building principals in identifying officers who meet these criteria and in selecting the officer who is ultimately assigned as the SRO.

Should the Superintendent request assignment of an SRO and the Chief, in consultation with the Superintendent, determines there are not sufficient resources to assign an SRO to serve the city, town, regional school district, or county agricultural school, the Chief shall consult with the Department of State Police regarding the option of an officer being assigned, subject to appropriation, and pursuant to all requirements under the MOU and governing state law (e.g. regarding SRO training).

The Chief shall consider the following additional factors in the selection of the SRO:

- Proven experience working effectively with youth;
- Demonstrated ability to work successfully with a population that has a similar racial and ethnic makeup and language background as those prevalent in the student body, as well as with persons with physical and mental disabilities, including persons with special educational needs, persons on the autism spectrum, and persons with behavioral health challenges;
- Demonstrated commitment to making students and school community members of all backgrounds feel welcomed and respected;
- Demonstrated commitment to de-escalation, diversion, and/or restorative justice, and an understanding of crime prevention, problem-solving, and community policing in a school setting;
- Knowledge of school-based legal issues (e.g., confidentiality, consent), and demonstrated commitment to protecting students' legal and civil rights;
- Knowledge of school safety planning and technology;
- Demonstrated commitment and ability to engage in outreach to the community;
- Knowledge of school and community resources;
- A record of good judgment and applied discretion, including an absence of validated complaints and lawsuits, documented in annual reviews conducted pursuant to Section VI.

In endeavoring to assign an SRO who is compatible with the school community, the Chief shall receive and consider input gathered by the Superintendent from the school principal(s) and representative groups of teachers, parents, and students, in addition to the Superintendent. In accordance with state law, the Chief shall not assign an SRO based solely on seniority.

The Chief shall take into account actual or apparent conflicts of interest, including whether an officer is related to a current student at the school to which the officer may be assigned as an SRO. As part of the application process, officers who are candidates for an SRO position shall be required to notify the Chief about any relationships with current students or staff members or students or staff members who are expected to join the school community (e.g., children who are expected to attend the school in the coming years). Any SRO who has a familial or other relationship with a student or staff member that might constitute an actual or apparent conflict of interest shall be required to notify his or her appointing authority at the earliest opportunity. The Police Department shall determine the appropriate course of action, including whether to assign another officer to respond to a particular situation, and will advise the SRO and the District accordingly. Nothing in this paragraph is intended to limit the ability of the SRO to respond to emergency situations in District schools.

IV. Annual Review of the SRO

In accordance with state law, the Chief and the Superintendent shall annually review the performance of the SRO, including the success and effectiveness in meeting the Goals and Objectives. The review shall be conducted at the end of each school year in a meeting among the SRO, the Chief, and the Superintendent. A copy of the review shall be supplied to each attendee.

The Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the SRO's performance. The review shall include measures that reward the SRO's performance, subject to the terms of any applicable collective bargaining agreements, for compliance with the terms of this Agreement and the SRO's contributions to achieving the mission, purpose, goals, and objectives as set forth in Sections I and II. The review shall consider SRO efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess the extent of the SRO's positive interactions with students, families, and staff and the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalation.

The Chief and Superintendent shall provide a mechanism for receiving feedback from the school community, including principal(s), teachers, students, and families of the school(s) to which the SRO is assigned. The Chief shall seriously consider any such feedback and shall make a good faith effort to address any concerns raised; however, the final selection and assignment of the SRO shall be within the sole discretion of the Chief. If the Superintendent recommends that the SRO not be assigned to a specific school, the Chief shall provide an explanation of any decision to maintain the SRO's assignment.

V. Mechanisms to Incorporate the SRO into the School Environment, including School Safety Meetings

The Parties acknowledge that proper integration of the SRO can help build trust, relationships, and strong communication among the SRO, students, and school personnel.

The District shall be responsible for ensuring that the SRO is formally introduced to the school community, including students, parents, and staff. The introduction shall include information about the SRO's background and experience, the SRO's role and responsibilities, what situations are appropriate for SRO involvement, and how the SRO and the school community can work together, including how and when the SRO is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the SRO's work. The introduction for parents shall include written information on procedures for communicating with the SRO in languages other than English. The SRO shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.

The SRO shall regularly be invited to and attend staff meetings, assemblies, and other school convenings. The SRO shall also be invited to participate in educational and instructional activities, such as instruction on topics relevant to criminal justice and public safety issues. If the District has access to a student rights training through a community partner or the District Attorney's Office, the school shall consider offering such a training to students, where practicable, at the start of each school year. The SRO shall make reasonable efforts to attend such training. The SRO shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.

The Parties acknowledge that the SRO may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program (“IEP”) under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act (“504 Plan”). School personnel shall notify parents or guardians of such students of the opportunity to offer the SRO access to the portions of the IEP document or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents or guardians to decide whether to permit the SRO to review such documents. The consent of the parent or guardian must be informed and in writing. The consent must specifically designate the exact IEP or 504 Plan documents to be shared, describe the purpose for sharing the record, and specifically authorize access to the SRO. Whenever possible, the school shall make available a staff member who can assist the SRO in understanding such documents and, as appropriate, take other actions to help the student, the student’s family, and the SRO to develop a positive relationship.

The SRO shall participate in any District and school-based emergency management planning. The SRO shall also participate in the work of any school threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g) (see further information in Section VI).

VI. Information Sharing Between SROs, School Staff, and Other Partners

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students and also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge there are distinctions between personally identifiable information about students contained in education records and information about students not contained in such records as well as student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

A. Points of Contact for Sharing Student Information

In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or their designee) and the SRO are the primary points of contact for sharing all types of student information in accordance with this Agreement. The Parties also acknowledge that, in some instances, other school officials or Police Department employees may serve as key points of contact for sharing information. The primary points of contact are identified below:

- Building Principal
- Superintendent of Hingham Public Schools

B. Compliance with FERPA and the Massachusetts Student Record Regulations

At all times, school officials must comply with the Family Educational Rights and Privacy Act ([20 U.S.C. § 1232g; 34 CFR Part 99](#)) (FERPA), and the Massachusetts Student Records Regulations, [603 CMR 23.00](#). These rules permit disclosures of personally identifiable information about students (“Student PII”) contained in educational records, without consent, under specific circumstances.

When the District “has outsourced institutional services or functions” to the SRO consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA and 603 CMR 23.07(3) of the Massachusetts Student Records Regulations, the SRO can qualify as a “school official” who can access, without consent, Student PII contained in education records about which the SRO has a “legitimate educational interest.” To demonstrate compliance with 34 C.F.R. § 99.31(a)(1)(i)(B), the Parties affirm and agree to the following:

1. School safety is an institutional service for which the District would otherwise use its employees.
2. The District will only disclose to SROs Student PII in education records for the purposes consistent with Sections I and II of this agreement.
3. The SRO is subject to use and re-disclosure requirements in FERPA and the Massachusetts Student Records Regulations, 34 C.F.R. §99.33(a), 603 CMR 23.07(4). The SRO will use Student PII contained in education records only for the purposes described in paragraph 2 (directly above) of this section and will not re-disclose Student PII contained in education records to outside parties, who are not “school officials,” without consent or unless the disclosure satisfies an exception to FERPA or the Massachusetts Student Records Regulations.
4. The District will update its annual notification, required under 34 C.F.R. § 99.37(a) and 603 CMR 23.10, to include SROs as “school officials” and to describe purposes from paragraph 2 (directly above) of this section among “legitimate educational interests” for accessing education records. If the District does not update the annual notification accordingly, the SRO’s access will be limited to education records not containing Student PII, non-education records containing Student PII, and education records containing Student PII disclosed for health and safety emergencies, as described in 34 C.F.R. §§99.31(10), 99.36.

Consistent with 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, the SRO (or other Police Department employee identified in Section V.A.) may gain access, without consent, to Student PII contained in education records “in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals.”

FERPA and the Massachusetts Student Records Regulations apply only to Student PII contained in education records. These rules do not apply to Student PII contained in records of a Law Enforcement Unit or to communications or conversations about what school staff have observed or derived from sources other than education records.

In addition to FERPA and the Massachusetts Student Records Regulations, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other rules that protect data privacy. The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this Agreement, and not to disclose such information beyond what is contemplated in this Agreement unless required by state or federal law. The Parties shall not collect or disclose information on a student’s immigration status except as required by law.

C. Information Sharing by School Personnel

1. For Law Enforcement Purposes

Where the principal or their designee learns of misconduct by a student for which a law enforcement response may be appropriate (as described in Section IV), the principal should inform the SRO. If a teacher has information related to such misconduct, the teacher should communicate such information to the principal or the principal's designee. The Parties agree that the sharing of such information does not necessarily require a law enforcement response on the part of the SRO but shall instead prompt a careful consideration of whether the misconduct is best addressed by law enforcement action, by a school disciplinary response, or by other alternative school-based methods that may include but are not limited to: restorative practices, positive behavior interventions and supports, mediation, conflict resolution and other evidence-based strategies.

Notwithstanding the foregoing, if student information is obtained solely during a communication with school staff deemed privileged or confidential due to the staff member's professional licensure, such communication shall only be disclosed with proper consent or if the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting, immediate threats of harm to self or others). Additionally, if such student information is gathered as part of a "Verbal Screening Tool for Substance Abuse Disorders," such information shall only be disclosed pursuant to the requirements of [G.L. c. 71, § 97](#).

The Parties acknowledge that there may be circumstances in which parents or guardians consent to the disclosure of student information for law enforcement purposes (e.g., as part of a diversion program agreement) and that the sharing of information under such circumstances does not violate this Agreement.

The Parties also acknowledge that, from time to time, an emergency situation may arise that poses a real, substantial, and immediate threat to human safety or to property with the risk of substantial damage. School personnel having knowledge of any such emergency situation should immediately notify or cause to be notified both the Police Department (or the SRO if appropriate to facilitate a response) and the principal or their designee. This requirement is in addition to any procedures outlined in the school's student handbook, administrative manual, and/or School Committee policy manual.

Nothing in this section or this Agreement shall prevent the principal or their designee from reporting possible criminal conduct by a person who is not a student.

2. For Non-Law Enforcement Purposes

Based on their integration as part of the school community, SROs may periodically require access to student information for purposes that fall outside of the SRO's law enforcement role outlined in Section IV.

Student information received by the SRO (or other Police Department employee identified in Section V.A.) that is not related to criminal conduct risking or causing substantial harm shall not be used to take law enforcement action against a student but may be used to connect a student or family with services or other supports. Prior to such a disclosure, whenever possible, the principal or their designee shall notify the parent/guardian, the student, or both, when such information will be shared with the SRO.

D. Information Sharing by the SRO and Specific Prohibition on Sharing Information with Law Enforcement Relevant to Students

Subject to applicable statutes and regulations governing confidentiality, the SRO shall inform the principal or their designee of any arrest of a student, the issuance of a criminal or delinquency complaint application against a student, the SRO's perception that a student may be in immediate need of emergency medical or psychological assistance, or a student's voluntary participation in any diversion or restorative justice program if:

- The activity involves criminal or delinquent conduct that poses a (present or future) threat of harm to the physical well-being of the student, other students or school personnel, or school property;
- The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because the SRO may be aware of a situation outside of school suggesting the student may benefit from supportive services in school).

As required by section 37P of chapter 71 of the General Laws, school department personnel and SROs shall not disclose to a law enforcement officer or agency, including local, municipal, regional, county, state and federal law enforcement, through an official report or unofficial channels, including, but not limited to, text, phone, email, database and in-person communication, or submit to the department of state police's Commonwealth Fusion Center, the Boston Regional Intelligence Center or any other database or system designed to track gang affiliation or involvement, any information relating to a student or a student's family member from its databases and other recordkeeping systems including: (i) immigration status; (ii) citizenship; (iii) neighborhood of residence; (iv) religion; (v) national origin; (vi) ethnicity; or (vii) suspected, alleged, or confirmed gang affiliation, unless it is germane to a specific unlawful incident or to a specific prospect of unlawful activity the school is otherwise required to report. Nothing in this paragraph shall prohibit the sharing of information: (i) for the purposes of completing a report pursuant to section 51A of chapter 119; (ii) upon the specific, informed written consent of the eligible student, parent or guardian; (iii) to comply with a court order or lawfully issued subpoena; (iv) in connection with a health or safety emergency pursuant to the provisions of 603 C.M.R. 23.07(4)(e); or (v) for the purposes of filing a weapon report with the local chief of police pursuant to this section.

When the SRO observes or learns of student misconduct in school for which a law enforcement response is appropriate (as described in Section IV), the SRO shall convey to the principal or their designee as soon as reasonably possible the fact of that misconduct and the nature of the intended law enforcement response.

VII. Organizational Structure, including Supervision of SROs and Lines of Communication between the School District and Police Department

The SRO shall be a member of the Police Department and report directly to the Administrative Lieutenant. The SRO shall be designated as a special employee of the District and shall report directly to the building administrator. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal and any other school officials identified in Section V.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO's

work, including, but not limited to, arrests and searches of students' persons and property, consistent with Section V.D.

The salary and benefits of the SRO shall be covered by the Hingham Police Department. The costs of the training required by this Agreement and any other training or professional development shall be paid by the Hingham Police Department.

The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the SRO. The system shall comply with Police Department policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections.

All students, parents, guardians, teachers, and administrators shall follow Hingham School Committee policy for complaint resolution, [KE Public Complaints](#). Upon execution, the complaint resolution system should be placed on file at the office of the Chief of Police, the Superintendent, and the Department of Elementary and Secondary Education.

The Parties shall develop and implement a system that allows for the SRO and other Police Department officers to register concerns, including concerns about misconduct by teachers or administrators, that may arise.

In accordance with state law, the Chief and the Superintendent, with input from the building principal, shall annually review the performance of the SRO and the success and effectiveness in meeting the Goals and Objectives. The review shall be conducted at the end of each school year in a meeting among the SRO, the Chief, and the Superintendent. A copy of the review shall be supplied to each attendee.

The Chief and Superintendent, in consultation with the building principals, shall jointly develop and agree in advance on the metrics for measuring the SRO's performance. The review shall include measures that reward the SRO's performance, subject to the terms of any applicable collective bargaining agreements, for compliance with the terms of this Agreement and the SRO's contributions to achieving the mission, purpose, goals, and objectives as set forth in Sections I and II. The review shall consider SRO efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess the extent of the SRO's positive interactions with students, families, and staff and the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalation.

The Chief and Superintendent shall provide a mechanism for receiving feedback from the school community, including principal(s), teachers, students, and families of the school(s) to which the SRO is assigned. The mechanism shall be shared with the public, including posting on the school district and police department website. The Chief shall consider any such feedback and shall make a good faith effort to address any concerns raised; however, the final selection and assignment of the SRO shall be within the sole discretion of the Chief. If the Superintendent recommends that the SRO not be assigned to a specific school, the Chief shall provide an explanation of any decision to maintain the SRO's assignment.

VIII. Training for SROs

In accordance with [section 116 of chapter 6 of the General Laws](#), training for SROs should include but not be limited to:

- (i) the ways in which legal standards regarding police interaction and arrest procedures differ for juveniles compared to adults;
- (ii) child and adolescent cognitive development, which shall include instruction on common child and adolescent behaviors, actions and reactions as well as the impact of trauma, mental illness, behavioral addictions such as gaming and gambling disorder, and developmental disabilities on child and adolescent development and behavior;
- (iii) engagement and de-escalation tactics that are specifically effective with youth; and
- (iv) strategies for resolving conflict and diverting youth in lieu of making an arrest.

Such program shall also include training related to:

- (i) hate crime identification and prevention training curriculum including acquisition of practical skills to prevent, respond to and investigate hate crimes and hate incidents and their impacts on victim communities;
- (ii) anti-bias, anti-racism and anti-harassment strategies;
- (iii) identification of youth at risk of or who are being commercially sexually exploited
- (iv) bullying and cyberbullying; and
- (v) comprehensive training to help school resource officers interact effectively with school personnel, victim communities and build public confidence with cooperation with law enforcement agencies.
- (vi) Student privacy protections and laws governing the release of student information

Additional areas for continuing professional development may include:

- Restorative practices
- Cultural competency in religious practices, clothing preferences, identity, and other areas
- Positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Relationship building and positive youth development
- Understanding and protecting civil rights in schools
- Special education law
- School-specific approaches to topics like cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning
- School district policies, code of conduct, and handbooks

The SRO shall attend a minimum of 12 hours of training per year.

Where practicable, the District shall also encourage school administrators working with SROs to undergo training alongside SROs to enhance their understanding of the SRO's role and the issues encountered by the SRO.

IX. Data Collection and Reporting

In accordance with section [37P\(d\) of chapter 71](#) of the General Laws, “Annually, not later than August 1, the superintendent shall report to the department of elementary and secondary education and publicly present to the relevant school committee: (i) the cost to the school district of assigning a school resource officer; (ii) a description of the proposed budget for mental, social or emotional health support personnel for the school; and (iii) the number of school-based arrests, citations and court referrals made in the previous year disaggregated as required by the department of elementary and secondary education.”

To accomplish this, the Parties agree that:

- The Superintendent shall submit such reports and data to the Department annually, not later than August 1, according to the guidance and rules contained in relevant Data Handbooks issued by the Department. With respect to item (iii) above, the Department must receive individual student level data from the District on school-based arrests, citations and court referrals made in the previous academic year.
- The Chief agrees to provide the District with regular access to data in their possession, on an individual level, as needed to fulfill the District’s data reporting responsibilities.

X. Accompanying Standard Operating Procedures

The Chief, in consultation with the Superintendent, shall establish operating procedures to provide guidance to SROs about daily operations, policies and procedures. At a minimum, the operating procedures as established by the Chief shall describe the following for the SRO and shall be consistent with this Agreement:

1. The school resource officer uniform;
2. Use of police force, arrest, citation, and court referral on school property;
3. A statement and description of students’ legal rights, including the process for searching and questioning students and circumstances requiring notification to and presence of parents and administrators;
4. Chain of command, including delineating to whom the SRO reports and how school administrators and the SRO work together;
5. Performance evaluation standards, which shall incorporate monitoring compliance with this Agreement and use of arrest, citation, and police force in school;
6. Protocols for diverting and referring at-risk students to school and community-based supports and providers; and
7. Information sharing between the SRO, school staff, and parents or guardians.

XI. Body Worn Cameras

The School Resource Officer may be issued a BWC (“Body Worn Camera”) by the Police Department, to be worn by the SRO while on-duty. The Body worn Camera may be worn and used as required by the Hingham Police Department Body Worn Camera Policy & Procedure, with the following exceptions:

- The SRO shall wear the BWC in such a fashion as to conceal the presence and identity of the device when it is not being used to record, provided that the device shall remain easily accessible at all times to the SRO so as to be readily available for deployment when required.

- The SRO Shall NOT activate the BWC to record the normal daily activities of students and/or school personnel.
- The SRO Shall NOT activate the BWC to record any school disciplinary matters/functions involving students and/or staff members.
- The School Resource Officer shall activate the BWC in any instance where the officer is engaged in a law enforcement function where it is likely the officer will utilize a reportable level of force as defined in the Hingham Police Department Use of Force Policy in any critical incident (defined as an incident that creates a serious risk of harm to the lives/safety of an individual) or, any Mass Casualty Incident (MCI). In any such instance of recording, the SRO must when feasible, give notification of the recording.
- When recording in areas where there may be a reasonable expectation of privacy, the SRO should be mindful of their location as BWC recording may be considered insensitive, inappropriate, or prohibited by privacy considerations. Such locations may include guidance office(s), locker rooms, and bathrooms. Based on the circumstances encountered at such locations, the BWC may be turned off.
- In any incident where the BWC is activated to record, the SRO shall notify the District Principal or Superintendent as soon as reasonably possible (before, during, or after the recording) of the presence of a recording. This includes any instance of an accidental recording, should one occur.
- The Superintendent or designee shall be given access to and provided a copy of all Body-worn camera recordings, recorded by the SRO in the performance of SRO duties, within 24 hours of a recorded event provided that such access does not compromise any investigative efforts.
- The Superintendent or designee shall be given access to the event logs associated with the Body-worn Camera worn by the SRO. Access to the logs may be given without reason and shall be provided as soon as is reasonably possible but no later than 72 hours after the request.
- The Superintendent shall be included in any discussions and/or decision-making process that involves the dissemination of SRO Body-worn camera recordings to any individual or entity in any instance where a statutory requirement to disseminate does not exist.
- All video will be subject to regulations in regard FERPA.

XI. Presence of Comfort Animals in HPS Buildings under the supervision and control of a School Resource Officer (SRO).

The Role of a comfort animal supervised by a SRO is to comfort, reduce stress, and promote wellness in the school environment. In some instances animals may be used to de-escalate situations. Comfort animals are not to be used for therapeutic purposes. The SRO shall follow School Committee policy [IMG Animals in Schools](https://z2policy.ctspublish.com/masc/browse/hinghamset/hingham/IMGAnimals%20in%20Schools). [https://z2policy.ctspublish.com/masc/browse/hinghamset/hingham/IMG](https://z2policy.ctspublish.com/masc/browse/hinghamset/hingham/IMGAnimals%20in%20Schools)

Before entering school property, all comfort animals shall undergo appropriate training as outlined in School Committee policy IMG Animals in Schools and shall receive appropriate certification for a comfort animal. Additionally, the comfort animal may only enter a school property after receiving authorization from the Superintendent and building Principal.

The SRO shall act as the primary handler of any HPD owned comfort animal that is present on school property. The HPD Animal Control Officer, who has completed extensive training and earned MA

licensure for her position, shall serve as the secondary handler. All handlers shall complete the requisite training and certification to serve as a comfort animal handler.

Care will be taken to ensure that student safety and emotional wellbeing is the highest priority. The SRO, building Principal and school staff shall be sensitive to the fact that some students may be uncomfortable with the SRO acting as the comfort animal's handler.

The comfort animal's schedule will be agreed upon by the SRO and building Principal or their designee. Monthly schedules shall be outlined two weeks in advance and daily schedules detailed one week in advance. District-wide and school-based schedules shall be outlined. There will be a designated HPD or HPS staff member to supervise custody of the animal when the SRO is required to carry out duties without the comfort animal's presence. The building nurse(s) shall have a copy of the comfort animal's schedule.

Unless otherwise agreed upon in writing or in a posted public meeting, all financial obligations related to the comfort animal, including but not limited to liability insurance, veterinary care, training and certification expenses, grooming expenses, and food will be the responsibility of the HPD and/or the Town of Hingham. The School Department does not assume any financial responsibility for the care and maintenance of comfort animals owned by the HPD.

The Superintendent or designee, along with the SRO and their supervisor will develop written procedures to ensure that the presence of any HPD owned comfort animals on HPS property is safe and positive for all. Such procedures may include designation of appropriate training and certification for the animal and handler(s), procedures to protect HPS students and staff who may be allergic to the animal(s) or feel uncomfortable around the animal, creation of the animal's schedule, contingency plans in the event that an SRO is not available to act as the animal's handler, and grooming requirements, crating requirements. Such procedures will be referenced in the HPS handbook.

Upon execution of this agreement by the parties, a copy of this agreement will be placed on file in the offices of the Chief of Police and the Superintendent of Schools. The parties shall also provide this agreement to the SRO, the secondary handler of each comfort animal, the Principals of any schools where a comfort animal will work, and any other individuals whom they deem relevant or who request it.

The comfort animal program shall be reviewed between the School Committee, Superintendent, Principals, school handlers, Police Chief and SROs after six months and annually thereafter, in conjunction with the School Resource Officer Memorandum of Understanding between the Hingham Police Department and Hingham Public Schools. The review will include a survey from students who experienced and interacted with the comfort animal.

XI. Effective Date, Duration, and Modification of Agreement

This Agreement shall be effective as of the date of signing.

This Agreement shall be reviewed annually prior to the start of the school year. This Agreement remains in full force and effect until amended or until such time as either of the Parties withdraws from this Agreement by delivering written notification to the other Party.

Upon execution of this Agreement by the Parties, a copy of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The District or school shall annually file the Agreement with the Department of Elementary and Secondary Education. The Parties shall also provide this Agreement to the SRO, the principals of any schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

Nothing in this Agreement shall supersede or contravene any school or police department administrative procedures or any collective bargaining agreement.

Name:
Superintendent of Schools
Date: _____, 2022

Name:
Chief of Police
Date: _____, 2022

Name:
School Committee
Date: _____, 2022

FREQUENTLY ASKED QUESTIONS AND ANSWERS

District Participation in School Choice

1. May a school committee vote to specify into which schools, grades, and programs it will admit students through school choice?

Yes. When determining capacity for admission of school choice students by June 1st for the upcoming school year, school committees may specify the schools and grades in which seats are available for non-resident students. See G.L. c. 76, § 12B(c). Therefore, it is permissible for a school committee to limit the admission of non-resident students through school choice to specific grades, programs, and schools.

It is important to note, however, that once a non-resident student is admitted through school choice, the school district must treat students admitted through school choice in the same manner as it treats students residing in the district. The basic premise of the school choice law is that a school choice student once admitted to the district must be treated in the same way a resident student is treated. Therefore, if students who reside in the district are permitted to transfer to other schools or programs within the district, then students admitted through school choice must also be permitted to transfer to other schools or programs in the district.

2. May a school committee rescind an earlier vote to participate in school choice?

It depends. If the new vote of the school committee occurs before June 1, it overrides the previous vote. Students who are already participating in the school choice program, or who were admitted prior to the new vote, have a right to continue attending school in the receiving district. If the new vote of the school committee occurs on or after June 1, it is ineffective and the district remains a school choice district for the upcoming school year.

3. May a school committee rescind an earlier vote to withdraw from school choice?

Yes. Consistent with statutory presumption that all school districts will participate in school choice, a school committee may rescind an earlier vote to withdraw from school choice. The new vote to participate in school choice need not occur prior to June 1st.

Provision of Information on School Choice

4. May a district advertise its status as a school choice district?

Yes. Advertising its status and seats available for admission is consistent with notifying potential applicants of the availability of seats and the process for admission through school choice. The Department annually updates and publishes the [list](#) of districts that participate in school choice on its website.

5. How should districts that participate in school choice inform potential applicants of the application process?

Districts participating in school choice are encouraged to publish the availability of school choice seats and the district's admission process and deadlines, including making such information readily available on the district's website. School districts must also must provide the information upon request.

6. Where can a family obtain information about how to apply through school choice?

Applicants should contact the district they want to attend for information on how to apply for school choice.

Admission and Continued Attendance of Students

7. Does a student need to be a Massachusetts resident to seek admission pursuant to G.L. c. 76, § 12B?

Yes. Admission through school choice is only open to residents of Massachusetts. See G.L. c. 76, § 12B(a) (definition of sending district). Additionally, a student must be a resident of Massachusetts to attend and to continue attending a receiving district through school choice.

8. Must a school district use a random selection process?

The statute requires a random selection process if there are more applications for admission than there are seats available. The statute also prohibits school districts from discriminating in the admission of any student on the basis of race, color, religion, national origin, sex, gender identity, age, sexual orientation, ancestry, athletic performance, physical handicap, special need, academic performance, or proficiency in the English language. G.L. c. 76, § 12B(j).

9. May a school choice district accept students at any time during the school year?

Yes, provided that there are fewer applicants than seats available for school choice students. If there are more applicants than seats available, the receiving

district must conduct a random selection process prior to July 1st and again, assuming there are seats available, prior to November 1st. Once names are selected during a random process, the district can maintain a waitlist of those names and admit students from that list during the year should seats become available. The same requirements regarding notice to the sending district apply to students admitted during the year as apply to students admitted before a school year begins. See the discussion under “student Selection Process” on page 2 of this advisory.

10. Must school districts establish a sibling preference policy when admitting students pursuant to G.L. c. 76, § 12B?

Yes. Under G.L. c. 76 § 12B(j), any sibling of a student currently attending school in the receiving district receives a preference for admission. Siblings are students who have a common parent, either biologically or legally through adoption. Children who live in the same household, such as step-siblings and foster children, and do not share a common parent are not siblings for purposes of receiving a sibling preference for admission. Students entitled to a sibling preference are those who have a sibling currently attending school in the receiving district when an offer of admission is made.

This preference is available to students who have a common parent regardless of whether the students live in the same household, whether the student currently attending was admitted as a resident student or through school choice, or whether the student currently attending will still be enrolled when the newly admitted student begins attending. The sibling preference is not available for students who do not share a common parent biologically or legally and live in the same household.

Receive Sibling Preference	Do Not Receive Sibling Preference
<ul style="list-style-type: none"> • Students who live in different households but share a common biological or legal parent • Siblings of students who will graduate at the end of the school year in which the admissions process occurs 	<ul style="list-style-type: none"> • Children who live in the same household but do not share a common biological or legal parent • Foster children without a common biological or legal parent • Step-siblings without a common biological or legal parent • Siblings of applicants accepted for admission who are not yet attending, including twins

The sibling preference applies only when one sibling is already attending in the school choice district. If siblings of the same family apply simultaneously and only one sibling is admitted, no preference is available for the sibling who has not yet been admitted.

11. How does sibling preference apply when a student is seeking to attend a regional vocational technical high school through school choice under G.L. c. 76, § 12B?

Siblings of students currently attending the regional vocational technical school seeking admission under G.L. c. 76, § 12B, must receive a sibling preference during the admission process for school choice. The sibling preference applies to regional vocational schools admitting students under G.L. c. 76, § 12B, in the same manner that it applies to all other schools.

12. May districts designate students as school choice who have not been admitted through the school choice process?

No. Only students admitted through the school choice process may be counted and reported as school choice students.

13. May a school district establish a preference for the children of school district or other municipal employees when admitting students through school choice?

No. A preference for admission on any basis other than for siblings is inconsistent with the random selection requirement in the statute. Outside of school choice, however, a school district may admit children of school district and municipal employees under G.L. c. 76, § 12. Also see FAQ No. 29. The receiving district is not eligible to receive school choice tuition for such students.

14. Without signed parental consent, may a receiving district contact a student's district of residence to obtain records?

During the application phase, the school choice district should not obtain or consider student records from the student's previous or current district. Once a student is admitted and accepts that offer of admission, however, the receiving district can request student records from the sending district as a matter of right under the student record regulations at [603 CMR 23.07\(4\)\(g\)](#). This regulation provides as follows.

(g) Authorized school personnel of the school to which a student seeks or intends to transfer may have access to such student's record without the consent of the eligible student or parent, provided that the school the student is leaving, or has left, gives notice that it forwards student records to schools in which the student seeks or intends to enroll. Such notice may be included in the routine information letter required under 603 CMR 23.10.

15. May a receiving district consider a student's disciplinary record prior to accepting a student?

No. A receiving district may not consider a student's disciplinary record during the admission process under G.L. c. 76, § 12B. In consultation with its lawyer, a district may consider beginning its own disciplinary process once a student is attending.

16. May a school district refuse to admit students through school choice who have been expelled from another school?

No. Prior to 2014, school officials had discretion to admit or not to admit a student who had been expelled. The disciplinary statutes were revised in 2014 and the language permitting public schools to refuse to admit expelled students was deleted. Therefore, public schools may no longer refuse to admit students because they were expelled from another school. While not addressing school choice explicitly, the [advisory](#) and [question and answers](#) on student discipline posted on the Department's website provide more detailed information about student discipline laws.

17. May a receiving district rescind an offer of admission based upon a student's disciplinary record?

No. A receiving district may not rescind an offer of admission based upon a student's disciplinary record. In consultation with its lawyer, a district may consider beginning its own disciplinary process once a student is attending.

18. How can a selective secondary school participate in school choice and still be "selective?"

Selective secondary schools in Massachusetts, which are primarily regional vocational technical schools, admit students pursuant to an admissions plan that has been approved by the Department. Participating in school choice under G.L. c. 76, § 12B, is an additional option for regional vocational technical schools that have seats not filled by resident students.¹⁰ School choice students are accepted after resident students who meet the minimum requirements for admission.

The admission of students through school choice under G.L. c. 76, § 12B, is a separate and distinct process from the admission of students to a regional vocational school pursuant to its selective admissions plan approved by the Department. If a regional vocational technical school admits students under G.L. c. 76, § 12B, it may not consider, among other characteristics, athletic

¹⁰ Inter-district school choice under G.L. c. 76, § 12B, is separate and distinct from the nonresident student tuition process under G.L. c. 74 and 603 CMR 4.00. There are significant differences between the two programs. Additional information regarding the nonresident tuition process may be found at <http://www.doe.mass.edu/cte/admissions/>.

performance, physical handicap, special need, or academic performance. An admissions process under G.L. c. 76, § 12B, is not a selective admissions process.

19. May a child who is too young to be eligible for kindergarten entry in his or her district be admitted through school choice as a kindergarten student in another district that has a different age standard?

Yes. If the child qualifies for admission to the receiving district, the district of residence must pay the school choice tuition for this student. Additionally, if the student returns to the district of residence after completing kindergarten, the district of residence must enroll this student like any other student enrolling in the district for the first time, including grade placement.

Example

Children in District A must be five years old by September 1st to enter kindergarten. Children in District B must be five years old by December 31st to enter kindergarten. Student 1 from District A, who does not meet District A's age requirement, enrolls in kindergarten in District B through school choice. District A is responsible for this student's tuition even though the student would not be eligible to enroll in District A. The fact that the sending district has a different kindergarten entry age is irrelevant under school choice, except to the extent that it may motivate families to seek enrollment of the child in another district. Additionally, should Student 1 return to District A for a subsequent grade, District A should enroll that student as it would any other student who moves into the district for the first time and seeks to attend school.

20. May a district admit students into pre-kindergarten through school choice?

Yes, districts may admit students into pre-kindergarten programs through school choice provided they follow the admission practices required for school choice and do so after admitting all resident students. Note, however, that receiving districts will receive school choice tuition only for those pre-kindergarten students who qualify for special education and have an IEP.

21. If a resident student moves from the district but wishes to continue to attend school there, may the district enroll this student through school choice? May the district provide this student an admission preference? May the district count this student as a school choice student?

Provided it participates in school choice, the district may enroll such a student if it follows the same process that it uses for all other non-resident students, including the provisions relating to public notice. The district, however, may not provide an admission preference to this student or admit this student ahead of other students who may wish to be admitted or who are on a waitlist. Alternatively, the school committee could allow the former student to continue to attend at no cost to the student's family or could enter into an agreement with the school committee of the

new district of residence to allow that student to attend at the expense of the new school district. See G.L. c. 76, § 12 (addressing agreements between school committees for the education of students), and FAQ No. 30. If the student is not admitted through school choice following the same process that it uses for all other non-resident students, the district cannot count the student as a school choice student, receive school choice tuition for the student, or otherwise “convert” the student to school choice.

22. What happens to a school choice student’s status if the student studies abroad independent of the school district’s programs or otherwise stops attending school in the receiving district?

The receiving district would unenroll the student if he or she stops attending school in the receiving district. The student no longer has a right to attend school in the receiving district. Instead, if seats were available and the student wished to attend again in the receiving district, the student would need to reapply and participate in the same application process as all other non-resident students. The receiving district cannot provide an enrollment preference to this student or admit this student ahead of other students.

23. May a receiving district approve a home schooling plan for a student who does not reside in the district?

No. Under G.L. c. 76, § 1, the student’s district of residence has authority to evaluate and approve home education plans. Such approval must occur in advance of withdrawing a student from school. See G.L. c. 76, § 1 (student of compulsory school age must “attend a public day [or some other approved school . . . but such attendance shall not be required of a child . . . who is being otherwise instructed in a manner approved in advance by the superintendent or the school committee.”). Students who are home schooled in Massachusetts are considered to be privately enrolled.

Rights of Students

24. Must a student admitted under school choice reapply for admission in subsequent years?

No. Once a receiving district admits a non-resident student through school choice, that student has the right to remain in the receiving district, provided his or her enrollment is continuous, until he or she graduates from high school or completes the highest grade offered by the district. The right to continued attendance exists even if the school district decides that it will no longer participate in the school choice program.

25. Once a student is accepted through school choice, can the receiving district rescind the acceptance because of the student’s academic record?

No. A district may not rescind an offer of admission based upon a student's academic record because that would be discriminating based upon academic performance, a practice explicitly prohibited by the school choice statute at G.L. c. 76, § 12B(j).

26. Must a school choice district admit students with disabilities who may require out-of-district placements?

Yes. The school choice law explicitly states that applicants cannot be discriminated against on the basis of disability. School districts may not consider whether students have a disability or the nature of their disabilities in determining whether to admit them under G.L. c. 76, § 12B, and similarly may not rescind any offers of admission on the basis of a student's disability or needs.¹¹ Neither a sending district nor a receiving district may require a student who needs an out-of-district placement to unenroll from the receiving district or to re-enroll in the sending district. A student who is accepted through school choice is entitled to the same rights and privileges as if the student were a resident of the district. It is important to note that the school choice tuition for a student with disabilities is determined using a cost calculator similar to the one used for the circuit breaker program; this does not include the costs of evaluations for special education. The costs of evaluations are paid by receiving districts.

27. May a school choice student be disciplined, including suspension or expulsion, by the receiving district?

Yes. The same rules and process regarding discipline that apply to resident students also apply to non-resident students attending through school choice. See the Department's [discipline advisory](#) for additional information regarding student discipline. If a receiving district imposes discipline on a school choice student, it must provide alternative educational services. While a student always has the right to re-enroll in the district of residence, a receiving district may not "send a student back" to the district of residence following discipline or otherwise pressure a student to re-enroll in the district of residence.

¹¹ Under the special education regulations at [603 CMR 28.10\(6\)\(b\)](#), the school choice district must invite the district of residence to Team meetings "provided such participation [does] not limit the student's right to a timely evaluation and placement."

28. If a student who is participating in school choice becomes homeless, may the student continue to participate in school choice?

Yes. Students who are attending through school choice under G.L. c. 76, § 12B, have a right to continue attending as school choice students through the full course of curriculum. This is true irrespective of whether they become homeless, provided they continue to reside outside the district in which they attend school through school choice. In general, however, school choice students do not have a right to transportation.

Alternatively, the student may continue to attend in the school choice district as a homeless student under the federal McKinney-Vento Act. Under McKinney-Vento, students who become homeless have a right either to remain in their “school of origin” or to attend school where they are temporarily residing. The school choice district in which the student was attending school when the student became homeless is the “school of origin.” Homeless students who choose to remain in their school of origin have the right to remain there until the end of the school year in which they get permanent housing, and have additional rights to transportation. Detailed information regarding the education rights of homeless students can be found at <http://www.doe.mass.edu/mv/>.

School choice students who become homeless and who wish to remain in school in the receiving district may choose whether to continue attending as school choice students or whether to exercise their rights to continue attending in the school choice district under McKinney-Vento. While school districts should inform parents, guardians, and students of their rights, school districts may not pressure or otherwise encourage such students to make a particular choice or to give up their rights. The consequences of such a choice are significant. If the student chooses to continue to be a school choice student, they will not have access to transportation services. If the students chooses to continue attending under McKinney-Vento, they will have access to transportation but may not be able to continue attending school in the district beyond the end of the school year in which they get permanent housing.

29. May a homeless student seek admission through school choice?

Yes, a homeless student has the same right to seek admission through school choice as any other student who resides in Massachusetts.

30. May a district report to the Department a student as “school choice” solely because the student became homeless and resides temporarily outside the school district in which the student attends school?

No. School districts may only report students to the Department as “school choice” if the students have been admitted to the district through the admission process for school choice. Students may not be “converted” to school choice

solely because they live outside the district in which they attend school.

31. Are students placed in foster care by the Department of Children and Families school choice students?

No. Students who reside in a foster home are not school choice students on that basis alone. Students in foster care, however, may seek admission through school choice to districts other than those in which they live. Detailed information regarding the education of students in foster care can be found at <http://www.doe.mass.edu/sfs/foster/>.

32. If a student lives in two school districts and attends school in one of those districts, is that student a school choice student?

No. If a student lives in two separate residences because his or her parents share physical custody, irrespective of how that time is divided, the student may choose either location as the district of residence for purposes of attending school. That student is considered a resident of whichever district in which he or she chooses to attend school. Such students are not counted or reported as school choice students.

33. If a student lives in two school districts and applies to a third districts through school choice, which district of residence is the sending district?

Both districts of residence are sending districts and the school choice tuition is split between the two districts.

Transition between Schools

34. Does a student who attends an elementary or K-8 school district through school choice have an automatic right to progress with resident students to a regional high school?

No. Effective beginning with fiscal year 2020, school year 2019-20, a school choice student admitted to an elementary or K-8 district does not have a right to attend high school in a regional school district, including a regional vocational technical district. Because regional school districts are districts separate from municipal school districts, those districts separately determine whether to participate in school choice and, if so, into which schools, grades, and programs it will admit students through school choice.¹² If the regional school district operating the high school participates in school choice, a non-resident student may seek to attend the regional high school through school choice under G.L. c. 76, § 12B.

¹² Municipalities, as opposed to school districts, are the members of regional school districts. G.L. c. 71, §15.

Note: This is a change from the Department’s prior interpretation of the school choice statute, which advised that a non-resident student admitted through school choice had an automatic right to progress to a separate regional school district for later grades. In changing its interpretation, the Department carefully examined the plain language of the statute. Recognizing this shift, students currently admitted to or attending an elementary or K-8 district through school choice will continue to have an automatic right to attend through graduation from the regional school district, consistent with our past guidance. For future students who may seek admission through school choice, the Department now requires municipal school districts to provide clear, written notice that they will not have an automatic right to progress to the regional school district for later grades. This change takes effect starting with students admitted for fiscal year 2020, school year 2019-20.

Example

Student 1 lives in District A and, beginning in fiscal year 2020, attends school in District B through school choice. District B is a municipal school district and offers grades K-8. Municipality B, the municipality in which District B is located, is a member of a regional school district, District C, for grades 9-12. Student 1 does not have an automatic right to attend high school in District C. Student 1, however, may be able to attend high school in District C if District C participates in school choice and has seats available.

35. How does the right to attend a school choice district through high school graduation apply to a district that tuitions out students in higher grades to a school district that is not a school choice district?

Under G.L. c. 71, § 6, school committees of towns not maintaining a high school enter into tuition agreements for students to attend high school. The general premise of school choice is that a receiving district must treat a school choice student in the same way it treats a resident student. Therefore, the receiving district must tuition school choice students to high school in the same manner as it tuitions resident students. The high school into which students are tuitioned will charge the tuition for all students it receives to the K-8 district, including students who were attending the K-8 district through school choice. The K-8 district includes school choice students on its school choice reports and receives the school choice tuition from the students’ communities of residence.

Example

Student 1 lives in District A and attends school in District B through school choice. District B is a municipal school district and offers grades K-8. Municipality B is not a member of a regional school district. District B, therefore, tuitions its students into District C for high school. Student 1 has a right to attend high school in District C in the same manner as students who reside in District B. District C will receive the agreed-upon

tuition from District B, and District B will receive school choice tuition from District A.

Transportation and Other Tuition Arrangements

36. Must a school choice district provide transportation to non-resident students with disabilities?

Students who participate in the school choice program do not receive transportation services unless those services are included in a student's IEP. Specialized transportation is considered a "related service" under state and federal laws regarding special education and, if needed, should be included on the student's IEP. The receiving district would provide this transportation and the sending district would reimburse the receiving district for the cost of providing this service under G.L. c. 76, §12B(f).

37. May a school committee accept students from another school district on a tuition basis apart from school choice?

Yes. The school choice law does not affect G.L. c. 76 § 12, which states that

[a]ny child, with the consent of the school committee of the town where he resides, may attend, at the expense of said town, the public schools of another town, upon such terms as may be fixed by the two committees.

In addition, other statutes, including [G.L. c. 71B, § 4](#) (special education), and [G.L. c. 74, § 7](#) (non-resident vocational technical education),¹³ explicitly provide additional means for certain students to attend the schools in communities in which they do not live. School choice under G.L. c. 76, § 12B, is a separate program and does not affect these statutes.

38. May a school committee charge tuition for out-of-state residents?

Yes. School choice law under G.L. c. 76, § 12B, does not affect [G.L. c. 71, § 6A](#), which allows city, town, and regional school districts to admit non-Massachusetts residents on a tuition basis. That statute also allows school committees to vote to waive the tuition for such students.

¹³ Inter-district school choice under G.L. c. 76, § 12B, is separate and distinct from the nonresident student tuition process under G.L. c. 74 and 603 CMR 4.00. There are significant differences between the two programs. Additional information regarding the nonresident tuition process may be found at <http://www.doe.mass.edu/cte/admissions/>.

ATTACHMENT: [G.L. c. 76, § 12B](#)

Section 12B. (a) As used in this section, the following terms shall have the following meanings:

"Above foundation reimbursement amount", (i) for fiscal year nineteen hundred and ninety-four, fifty percent of the net losses due to the provisions of this section; provided, however, that if the amount lost by said district pursuant to subsection (f) is greater than two percent of the total school budget of said district, the amount of said reimbursement shall be equal to seventy-five percent of the net losses due to the provisions of this section; (ii) beginning in fiscal year nineteen hundred and ninety-five, twenty-five percent of the net losses due to the provisions of this section.

"Receiving district", any city, town or regional school district within the commonwealth in which a child does not reside, but in which that child attends public school under the provisions of this section.

"Sending district", any city, town or regional school district within the commonwealth in which a child resides, but in which that child does not attend public school under the provisions of this section.

"State school choice limit", in fiscal year nineteen hundred and ninety-four, one percent of the total number of students attending public schools in the commonwealth; in fiscal year nineteen hundred and ninety-five, one and one-half percent of the total number of students attending public schools in the commonwealth; in fiscal year nineteen hundred and ninety-six, one and three-quarters percent of the total number of students attending public schools in the commonwealth; in fiscal year nineteen hundred and ninety-seven and thereafter, two percent of the total number of students attending public schools in the commonwealth; provided, however, that students enrolled under the program for the elimination of racial imbalance as provided in section twelve A shall not be counted toward these limits.

(b) Notwithstanding the provisions of section twelve, or any other special or general law to the contrary, any child may attend a public school, in a city or town where he does not reside; provided, however, that the receiving district shall be paid by the commonwealth a tuition rate as established in subsection (f).

(c) Not later than May first of every year, the school committee of each city, town or regional school district shall submit a report to the department stating:

(1) The capacity of each school in said city, town or regional school district for the following academic year.

(2) The number of students expected to attend each school in said city, town or regional school district in the following academic year.

(3) The number of students attending said school district under the terms of this section in the prior school year and the number of those students who are expected no longer to be attending said school district in the next school year.

(4) The number of additional seats therefore available to non-resident students reduced by the number of students enrolled under the program for the elimination of racial imbalance as provided in section twelve A, in said charter school or each school in said city, town or regional school district. The board may require every district to update this report in whatever manner is required to effectuate the objectives of this section.

(d) Each city, town or regional school district shall enroll non-resident students at the school of such non-resident student's choice; provided, however, that such receiving district has seats available as stated in said report; provided, however, that this obligation to enroll non-resident students shall not apply to a district for a school year in which its school committee, prior to June first, after a public hearing, adopts a resolution withdrawing from said obligation, for the school year beginning the following September. Any such resolution of a school committee shall state the reasons therefor, and such resolution with said reasons shall be filed with the department of education; provided, however, that said department shall have no power to review any such decision by a school committee. If the city, town or regional school district operates an intra-district choice plan, non-resident students may apply for schools on the same basis as resident students, but the intra-district choice plan may give preference to resident students in assigning students to schools.

(e) Not later than the first day of July, each city, town or regional school district shall each year submit a non-resident attendance report to the board and to the state treasurer, certifying the number of non-resident applicants for each available seat in each school, the disposition of their applications, how many of said applicants will be attending the district in the next school year, the identity of the sending districts for those students, the annual amount of tuition for each such child and the total tuition owed to the district based on full or partial attendance, itemized by the amount attributable to each city or town of residence. The board may review said certification to determine that the amount of the individual tuition charged for each child is in accordance with the provisions of this section and shall inform the state treasurer of any errors. The department may also, on a post-audit basis, verify the admission and attendance of the number of children certified by each school district. In addition to the foregoing, all said districts shall, on October first and April first, report to the board and certify to the state treasurer accurate and up to date reports of all the information required in the non-resident attendance report. If the total number of students admitted to receiving districts pursuant to this section is greater than the state school choice limit, the board shall notify all districts that no more students may be accepted pursuant to this section.

(f) For each student enrolling in a receiving district, there shall be a school choice tuition amount. Said tuition amount shall be equal to seventy-five percent of the actual per pupil spending amount in the receiving district for such education as is required by such non-

resident student, but not more than five thousand dollars; provided, however, that for special education students whose tuition amount shall remain the expense per student for such type of education as is required by such non-resident student. The state treasurer is hereby authorized and directed to deduct said school choice tuition amount from the total education aid, as defined in chapter seventy, of said student's sending district, prior to the distribution of said aid and to deposit said aid in the School Choice Tuition Trust Fund established by section twelve C. In the case of a child residing in a municipality which belongs to a regional school district, the school choice tuition amount shall be deducted from said chapter seventy education aid of the school district appropriate to the grade level of the child. If, in a single district, the total of all such deductions exceeds the total of said education aid, this excess amount shall be deducted from other aid appropriated to the city or town. If, in a single district, the total of all such deductions exceeds the total state aid appropriated, the commonwealth shall appropriate this excess amount; provided, however, that if said district has exempted itself from the provisions of chapter seventy by accepting section fourteen of said chapter, the commonwealth shall assess said district for said excess amount.

(g) The state treasurer is further directed to disburse to the receiving district, from the School Choice Tuition Trust Fund established by section twelve C, an amount equal to each student's school choice tuition as defined in subsection (f); provided, however, that each public school district which admits children under the provisions of this section shall certify to the state treasurer the number of such children attending its public schools, the city or town of residence of each such child, the annual amount of tuition for each such child and the total tuition owed to the district based on full or partial attendance, itemized by the amount attributable to each city or town of residence; and, provided further, that such certification shall be made on October first of each year and April first of each year. Each school district submitting a certification to the state treasurer shall also submit a copy of said certification to the department of education. Said department may review said certification to determine that the amount of the individual tuition charged for each child is in accordance with the provisions of this section and shall inform the state treasurer of any errors. The department may also, on a post-audit basis, verify the admission and attendance of the number of children certified by each school district.

(h) There shall be a parent information system established, maintained and developed by the board of education to disseminate to parents detailed and comparable information about each school system participating in the school choice program, so-called, which shall include, but not be limited to, information on special programs offered by the school, philosophy of the school, number of spaces available, transportation plans, class sizes, teacher/student ratios, and data and information on school performance that indicate its quality. Said information shall include the school profiles, so-called, developed pursuant to section one B of chapter sixty-nine. The board may include information regarding regional choice initiatives as deemed appropriate. The system shall have as its primary goal to ensure that all parents have an equal opportunity to participate in the program of interdistrict choice. The board of education, when disseminating this information shall encourage the parent and student to make at least one visit to the school of choice as part of the application procedure.

(i) Subject to appropriation, the board of education shall develop and administer a school

choice transportation reimbursement program for the purpose of providing reimbursement for the transportation of pupils enrolled under the provisions of this section. Pupils eligible for said reimbursement must be eligible to receive free or reduced cost lunches under eligibility guidelines promulgated by the federal government under 42 USC section 1758. The board may limit said reimbursement to a yearly amount. The types of transportation to be reimbursed pursuant to said program shall include, but need not be limited to, the following: (1) transportation by school buses provided by the sending or receiving district; (2) transportation provided by the parent or guardian of the child; (3) transportation provided by public transportation. All eligible pupils who attend a school district contiguous to the school district of residence of such pupil shall be eligible for said reimbursement. If cost-effective transportation alternatives exist for pupils who attend districts not contiguous to the school districts of residence of such pupil, the board may provide a transportation reimbursement. Said reimbursements may be paid to the district in which the pupil is enrolled, the district of residence of the student, or the parent, guardian or person acting as guardian of the student; provided, however, that said district or parent provide documentation of the transportation expenditure. The board of education shall promulgate regulations for the program to be placed on file with the joint committee on education, arts and humanities of the general court. The board of education shall disseminate information to parents and school systems detailing the availability of said transportation reimbursements. A full description of said school choice transportation reimbursement program shall be submitted to the house and senate committees on ways and means and shall not become effective until ninety days after said submission. Notwithstanding the second paragraph of section one, nothing in this section shall confer upon any student attending a private school any right to transportation or reimbursement therefor.

(j) School committees may establish terms for accepting non-resident students; provided, however, that if the number of non-resident students applying for acceptance to said district exceeds the number of available seats, said school committee shall select students for admission on a random basis; provided, further, that said school committee shall conduct said random selection twice: one time prior to July first and one time prior to November first; provided, further, that no school committee shall discriminate in the admission of any child on the basis of race, color, religious creed, national origin, sex, gender identity, age, sexual orientation, ancestry, athletic performance, physical handicap, special need or academic performance or proficiency in the English language. The Massachusetts commission against discrimination, established by section fifty-six of chapter six, shall have jurisdiction to enforce the provisions of this section; provided, however, that all students described in subsection (m) shall be entitled to remain in the receiving districts they are attending or have been accepted to attend. Any school committee that accepts non-resident students under the provisions of this section shall notify each district from which it has accepted a non-resident student of its acceptance of that student; provided, however, that a school committee may not publicly release the names of students leaving or entering a district under the provisions of this section. Notwithstanding the preceding provisions of this paragraph, any sibling of a student already enrolled in the receiving district shall receive priority for admission to said district.

(k) Any child accepted to attend a public school in a community other than the one in which he resides pursuant to this section shall be permitted to remain in that school system until his high school graduation, unless there is a lack of funding of the program as authorized by said sections.

(l) Notwithstanding the provisions of this section or any general or special law to the contrary, any school district which admitted children on a private tuition basis prior to June thirtieth, nineteen hundred and ninety-one may continue, on that basis, to admit any child who attended its school system prior to that date, as well as any sibling or step-sibling of such child and any foster child residing in the home of such child.

(m) Any student who, pursuant to the provisions of this section, has been attending or has been admitted to attend a public school of a city or town in which he does not reside and for whom the commonwealth has been paying tuition or, in the case of a student recently admitted, would be required to pay tuition in the coming year, shall be deemed to be a student admitted pursuant to paragraph (j), and shall be subject to all of the provisions of this section; provided, however, that said students shall be allowed to remain in said school notwithstanding any determination of capacity or decision by the receiving district to withdraw made pursuant to this section.

(n) Subject to appropriation, any sending district for which the provisions of subsection (f) result in a reduction in state aid shall be eligible to apply for a school choice reimbursement from the commonwealth. If net school spending in a sending district is greater than said foundation budget as defined in chapter seventy, the amount of said reimbursement shall be the above foundation reimbursement amount for that fiscal year. If net school spending in a sending district is less than said foundation budget, the amount of said reimbursement shall be equal to one hundred percent of the positive difference, if any, between (i) the amount transferred pursuant to subsection (f), and (ii) the product of the number of students leaving the sending district and the average per pupil expenditure in the sending district for such education as is required by such nonresident student, for the period the child shall attend; provided, however, that if any district has exempted itself from the provisions of said chapter seventy by accepting section fourteen of said chapter seventy, the district shall be ineligible for a reimbursement under this subsection; provided, further, that if any district in which net school spending is greater than the foundation budget becomes a sending district for the first time in fiscal year nineteen hundred and ninety-five or any year thereafter, the reimbursement amount for that district in the first year that it is a sending district shall be the fiscal year nineteen hundred and ninety-four reimbursement amount; the reimbursement amount for the district in its second year as a sending district shall be the fiscal year nineteen hundred and ninety-five reimbursement amount. Said reimbursement application shall be submitted to the department of education on or before October first of each year together with an educational corrective action plan containing information, recommendations and suggestions relative to: (1) areas needing improvement within the school system of the applicant; (2) methods of improvement to be employed; (3) goals and objectives of said improvement; (4) evaluation and control methods to be used; (5) personnel to be engaged in such improvement; (6) results intended to be accomplished within one year from the

date of application; and (7) methods of increasing parental involvement to be employed; provided, however, that any community or regional school district that has a previously approved plan need not refile said plan; and, provided further, that approval of said plan by said board shall act as a condition precedent to the distribution of said reimbursement to the applicant community or regional school district. Under no circumstances shall the total amount expended pursuant to subsections (h) and (i) and to reimburse sending districts pursuant to this paragraph, be greater than twenty million dollars. If, in any year, the total amount that would be required to reimburse said cities at said rates would be greater than twenty million dollars, then the reimbursement rates shall be reduced proportionately to those rates at which the total cost does not exceed twenty million dollars.

(o) The commonwealth and the school committee of any town may accept funds from the federal government for the purposes of this section. Any amounts received by the school committee of any town from the federal government, from the commonwealth or from a charitable foundation or private institution shall be deposited with the treasurer of such town and held as a separate account, and may be expended by said school committee without further appropriation, notwithstanding the provisions of section fifty-three of chapter forty-four. Whenever such funds are received after the submission of the annual school budget, all or any portion thereof may be expended by the school committee without further appropriation, but shall be accounted for in the next annual school budget.

If the student attends the public schools of another town and it is anticipated that the student shall need the services of a private day or residential school, an individual education plan team meeting shall be convened by the school district in which the child is attending school. The school district in which the student attends school shall notify the school district where the student resides of the team meeting at least five school days prior to the meeting. Personnel from the district in which the child resides shall be allowed to participate in the team meeting concerning future placement of the child.

**Massachusetts Department of Elementary and Secondary Education
Office of District and School Finance
School Choice Receiving District Status**

Each year, school committees decide whether their district will participate in the school choice program in the upcoming school year. **If they choose not to participate, they must take a vote prior to June 1.** Districts report their decisions to the Department each year, the results are listed below. Some districts choose to accept new students, but only in certain grades (see the grades listed below). If districts do not formally restrict enrollment to certain grades, assume that all grades are open for applications. Districts with an asterisk enroll school choice students who were accepted in prior years, but are not planning to admit new students in the current year.

[For information about contacting a district, see the Department's profiles directory.](#)

LEA	District		2021-2022		2022-2023	
			Status	Specified grades	Status	Specified grades
0001	Abington	*	No		No	
0003	Acushnet		No		No	
0005	Agawam		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0007	Amesbury		Yes	Not specified – Contact the district	Yes	K, 2, 4-12
0008	Amherst		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0009	Andover		No		No	
0010	Arlington		No		No	
0014	Ashland		Yes	K, 2, 9-11	Yes	K, 3, 9-12
0016	Attleboro	*	No		No	
0017	Auburn		Yes	6-12	Yes	6-8
0018	Avon		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0020	Barnstable		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0023	Bedford		No		No	
0024	Belchertown		Yes	K, 2-10	Yes	K, 2-4, 6-10
0025	Bellingham		Yes	K, 3-11	Yes	K, 4-12
0026	Belmont		No		No	
0027	Berkley		Yes	K-1, 3-4, 6-7	Yes	Not specified- Contact the district
0030	Beverly		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0031	Billerica		No		No	
0035	Boston		No		No	
0036	Bourne		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0038	Boxford		No		No	
0040	Braintree		No		No	
0041	Brewster		No		No	
0043	Brimfield		No		No	
0044	Brockton		Yes	8, 12	Yes	8-12
0045	Brookfield		Yes	K-5	Yes	Not specified- Contact the district
0046	Brookline		No		No	
0048	Burlington		Yes	9-12	Yes	9-12
0049	Cambridge		No		No	
0050	Canton		No		No	
0051	Carlisle		No		No	
0052	Carver		Yes	K, 1, 9-12	Yes	K, 9-12
0056	Chelmsford		Yes	9	Yes	9
0057	Chelsea		No		No	
0061	Chicopee		Yes	1-12	Yes	K-5
0063	Clarksburg		Yes	4, 5, 8	Yes	Not specified- Contact the district
0064	Clinton		Yes	K-2, 4-12	Yes	K-3, 5-12
0065	Cohasset		No		No	
0067	Concord		No		No	
0068	Conway		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0071	Danvers		No		No	
0072	Dartmouth		Yes	9-12	Yes	9-12
0073	Dedham		No		No	
0074	Deerfield		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0077	Douglas		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0078	Dover		No		No	
0079	Dracut		Yes	K-12	Yes	K-12
0082	Duxbury		No		No	
0083	East Bridgewater		Yes	7-12	Yes	7-12
0085	Eastham		No		No	
0086	Easthampton		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0087	East Longmeadow		Yes	6, 9	Yes	4, 6
0088	Easton		No		No	

0089	Edgartown		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0091	Erving		No		No	
0093	Everett		No		No	
0094	Fairhaven		No		No	
0095	Fall River		Yes	K-12	Yes	Not specified- Contact the district
0096	Falmouth		Yes	K-11	Yes	K-11
0097	Fitchburg		Yes	Not specified – Contact the district	Yes	K-3, 8-12
0098	Florida		Yes	2	Yes	Not specified- Contact the district
0099	Foxborough		No		No	
0100	Framingham		No		No	
0101	Franklin		No		No	
0103	Gardner		Yes	9-12	Yes	Not specified- Contact the district
0105	Georgetown		Yes	9	Yes	Not specified- Contact the district
0107	Gloucester		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0109	Gosnold		No		No	
0110	Grafton		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0111	Granby		Yes	K-2, 4, 6-10	Yes	1-3, 5, 7-12
0114	Greenfield		Yes	K-2, 6-12	Yes	2, 3, 5, 7-12
0117	Hadley		Yes	Not specified – Contact the district	Yes	K-2, 4-12
0118	Halifax		No		No	
0121	Hancock		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0122	Hanover		No		No	
0125	Harvard	*	Yes	5, 6, 9	No	
0127	Hatfield		Yes	Not specified – Contact the district	Yes	K-12
0128	Haverhill	*	Yes	9-11	No	
0131	Hingham		No		No	
0133	Holbrook		Yes	8-11	Yes	8-11
0135	Holland		Yes	1-6	Yes	Not specified- Contact the district
0136	Holliston		Yes	K-3, 8-12	Yes	K, 2-4, 6-12
0137	Holyoke		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0138	Hopedale		Yes	K, 3-12	Yes	1, 3, 5-7, 9, 10
0139	Hopkinton		No		No	
0141	Hudson		Yes	K-11	Yes	K, 1, 3, 4, 6-11
0142	Hull		No		No	
0144	Ipswich		Yes	1-3, 6-12	Yes	2-4, 6-12
0145	Kingston		No		No	
0149	Lawrence		No		No	
0150	Lee		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0151	Leicester		Yes	5-11	Yes	5-11
0152	Lenox		Yes	K, 4- 6, 9	Yes	K, 4- 6, 9
0153	Leominster		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0154	Leverett		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0155	Lexington		No		No	
0157	Lincoln		No		No	
0158	Littleton		Yes	K-3, 5-12	Yes	K, 2-4, 6, 7, 9-12
0159	Longmeadow		Yes	9	Yes	1, 2, 4
0160	Lowell	*	No		No	
0161	Ludlow		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0162	Lunenburg		Yes	9, 10	Yes	9, 10
0163	Lynn		No		No	
0164	Lynnfield		No		No	
0165	Malden		No		No	
0167	Mansfield		No		Yes	9, 10
0168	Marblehead		No		No	
0169	Marion		No		No	
0170	Marlborough		No		No	
0171	Marshfield		No		No	
0172	Mashpee		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0173	Mattapoisett		Yes	K-1	Yes	K, 1
0174	Maynard		Yes	1-3, 5-10	Yes	Not specified- Contact the district
0175	Medfield		No		No	
0176	Medford		No		No	
0177	Medway		Yes	Not specified – Contact the district	Yes	K-2, 4-6, 8, 10-12
0178	Melrose	*	No		No	
0181	Methuen		No		No	
0182	Middleborough	*	Yes	K-7, 9-12	No	
0184	Middleton		No		No	
0185	Milford		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0186	Millbury		Yes	9-12	Yes	9-12
0187	Millis		Yes	Not specified – Contact the district	Yes	K-4, 6, 7, 9-12

0189	Milton		No		No	
0191	Monson		Yes	K-3, 5-11	Yes	K, 1, 5, 7-11
0196	Nahant		No		No	
0197	Nantucket		No		No	
0198	Natick	*	No		No	
0199	Needham		No		No	
0201	New Bedford		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0204	Newburyport		Yes	Not specified – Contact the district	Yes	1, 2, 6-11
0207	Newton		No		No	
0208	Norfolk		No		No	
0209	North Adams		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0210	Northampton		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0211	North Andover		No		No	
0212	North Attleborough		Yes	9-12	Yes	9-12
0213	Northborough		No		No	
0214	Northbridge		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0215	North Brookfield		Yes	3-12	Yes	1-12
0217	North Reading		No		No	
0218	Norton		Yes	K-10	Yes	K-10
0219	Norwell		No		No	
0220	Norwood		No		No	
0221	Oak Bluffs		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0223	Orange	*	Yes	4, 6	No	
0224	Orleans		No		No	
0226	Oxford	*	No		No	
0227	Palmer		Yes	1, 2, 6-7	Yes	3, 4, 7, 8
0229	Peabody		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0230	Pelham		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0231	Pembroke		No		No	
0234	Petersham		Yes	K-1, 4, 6	Yes	Not specified- Contact the district
0236	Pittsfield		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0238	Plainville		No		No	
0239	Plymouth		No		No	
0240	Plympton	*	No		No	
0242	Provincetown		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0243	Quincy		No		No	
0244	Randolph		Yes	Not specified – Contact the district	Yes	6-10
0246	Reading		No		Yes	Not specified- Contact the district
0248	Revere		No		No	
0249	Richmond		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0250	Rochester		No		No	
0251	Rockland		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0252	Rockport		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0253	Rowe		Yes	K, 3, 6	Yes	Not specified- Contact the district
0258	Salem		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0261	Sandwich		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0262	Saugus		No		No	
0263	Savoy		Yes	K, 2, 6	Yes	Not specified- Contact the district
0264	Scituate		No		No	
0265	Seekonk		No		No	
0266	Sharon		No		No	
0269	Sherborn		No		No	
0271	Shrewsbury	*	No		No	
0272	Shutesbury		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0273	Somerset		No		No	
0274	Somerville		No		No	
0275	Southampton		Yes	K	Yes	Not specified- Contact the district
0276	Southborough		No		No	
0277	Southbridge		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0278	South Hadley		Yes	2, 4, 8, 11	Yes	Not specified- Contact the district
0281	Springfield		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0284	Stoneham		No		No	
0285	Stoughton		No		No	
0287	Sturbridge		No		No	
0288	Sudbury		No		No	
0289	Sunderland		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0290	Sutton		No		Yes	9, 10
0291	Swampscott		No		No	
0292	Swansea	*	No		No	
0293	Taunton		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district

0295	Tewksbury		No		No	
0296	Tisbury		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0298	Topsfield		No		No	
0300	Truro		Yes	1, 2, 6	Yes	K-6
0301	Tyngsborough		Yes	6, 7, 9-12	Yes	7-12
0304	Uxbridge		Yes	K-12	Yes	K-12
0305	Wakefield		No		No	
0306	Wales		Yes	K, 1, 3-5	Yes	Not specified- Contact the district
0307	Walpole		No		No	
0308	Waltham		No		No	
0309	Ware		Yes	Not specified – Contact the district	Yes	1, 2, 5-12
0310	Wareham		Yes	K-12	Yes	Not specified- Contact the district
0314	Watertown		No		No	
0315	Wayland		No		No	
0316	Webster		Yes	8-12	Yes	K-2, 4, 5, 9-12
0317	Wellesley		No		No	
0318	Wellfleet		No		Yes	Not specified- Contact the district
0321	Westborough		No		No	
0322	West Boylston		Yes	5-7, 8, 9	Yes	5-7, 8, 9
0323	West Bridgewater		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0325	Westfield		Yes	K-12	Yes	K-12
0326	Westford		Yes	1-7	Yes	K, 1, 4-7
0327	Westhampton		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0330	Weston		No		No	
0331	Westport		No		Yes	9
0332	West Springfield	*	Yes	2, 4	No	
0335	Westwood		No		No	
0336	Weymouth		No		No	
0337	Whately		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0340	Williamsburg		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0342	Wilmington		No		No	
0343	Winchendon		Yes	K-12	Yes	K-11
0344	Winchester		No		No	
0346	Winthrop		No		No	
0347	Woburn		No		No	
0348	Worcester		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0349	Worthington		Yes	K	Yes	K, 1, 3
0350	Wrentham		No		No	
0406	Northampton Smith		No		No	
0600	Acton Boxborough	*	No		No	
0603	Hoosac Valley		Yes	4-12	Yes	2, 4-7, 9-12
0605	Amherst Pelham		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0610	Ashburnham Westminister		Yes	9-12	Yes	Not specified- Contact the district
0615	Athol Royalston		Yes	Not specified – Contact the district	Yes	11, 12
0616	Ayer Shirley		Yes	Not specified – Contact the district	Yes	K-9
0618	Berkshire Hills		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0620	Berlin Boylston		Yes	7, 10	Yes	K, 3-6, 9
0622	Blackstone Millville		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0625	Bridgewater Raynham		Yes	9-12	Yes	9-12
0632	Chesterfield Goshen		Yes	Not specified – Contact the district	Yes	12
0635	Central Berkshire		Yes	Not specified – Contact the district	Yes	K-5, 7-9
0640	Concord Carlisle		No		No	
0645	Dennis Yarmouth		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0650	Dighton Rehoboth		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0655	Dover Sherborn		No		No	
0658	Dudley Charlton		Yes	5-12	Yes	5-12
0660	Nauset		Yes	6, 9	Yes	Not specified- Contact the district
0662	Farmington River		Yes	Not specified – Contact the district	Yes	K, 3-6
0665	Freetown Lakeville		Yes	K-12	Yes	4-12
0670	Frontier		Yes	Not specified – Contact the district	Yes	7-12
0672	Gateway		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0673	Groton Dunstable		No		Yes	9, 10
0674	Gill Montague		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0675	Hamilton Wenham		Yes	6-12	Yes	Not specified- Contact the district
0680	Hampden Wilbraham		Yes	9-12	Yes	1, 2, 4, 9
0683	Hampshire		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0685	Hawlemont		Yes	K, 2-4	Yes	Not specified- Contact the district
0690	King Philip		No		No	
0695	Lincoln Sudbury		No		No	
0698	Manchester Essex		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district

0700	Marthas Vineyard		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0705	Masconomet		Yes	9-12	Yes	9
0710	Mendon Upton		Yes	K-12	Yes	K, 6-9
0712	Monomoy		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0715	Mount Greylock		Yes	Not specified – Contact the district	Yes	K, 3-6, 9, 10, 12
0717	Mohawk Trail		Yes	Not specified – Contact the district	Yes	K-12
0720	Narragansett		Yes	5-7, 9, 10	Yes	5-7, 9, 10
0725	Nashoba	*	No		No	
0728	New Salem Wendell		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0730	Northboro Southboro		No		No	
0735	North Middlesex		No		Yes	1-3, 6-8, 10, 11
0740	Old Rochester		Yes	7-12	Yes	Not specified- Contact the district
0745	Pentucket	*	No		No	
0750	Pioneer Valley		Yes	K-1, 3-12	Yes	K-5, 7-11
0753	Quabbin		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0755	Ralph C Mahar		Yes	7, 9-12	Yes	Not specified- Contact the district
0760	Silver Lake	*	No		No	
0763	Somerset Berkley		Yes	9	Yes	9
0765	Southern Berkshire		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0766	Southwick Tolland Granville		Yes	4-5, 7-11	Yes	K-2, 4, 6-12
0767	Spencer East Brookfield		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0770	Tantasqua		Yes	7	Yes	Not specified- Contact the district
0773	Triton		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0774	Upisland		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0775	Wachusett	*	No		No	
0778	Quaboag		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0780	Whitman Hanson	*	Yes	9-10	No	
0801	Assabet Valley		No		No	
0805	Blackstone Valley		No		No	
0806	Blue Hills		No		No	
0810	Bristol Plymouth		No		No	
0815	Cape Cod		No		No	
0817	Essex North Shore		No		No	
0818	Franklin County		No		No	
0821	Greater Fall River		No		No	
0823	Greater Lawrence		No		No	
0825	Greater New Bedford		No		No	
0828	Greater Lowell		Yes	Not specified – Contact the district	Yes	9, 10
0829	South Middlesex		No		No	
0830	Minuteman		No		No	
0832	Montachusett		Yes	Not specified – Contact the district	Yes	10-12
0851	Northern Berkshire		No		No	
0852	Nashoba Valley		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0853	Northeast Metropolitan		No		No	
0855	Old Colony		No		No	
0860	Pathfinder		Yes	Not specified – Contact the district	Yes	Not specified- Contact the district
0871	Shawsheen Valley		No		No	
0872	Southeastern		No		No	
0873	South Shore		No		No	
0876	Southern Worcester		No		No	
0878	Tri County		No		No	
0879	Upper Cape Cod		No		No	
0885	Whittier	*	No		No	
0910	Bristol County		No		No	
0915	Norfolk County		No		No	