# HINGHAM SCHOOL COMMITTEE August 7, 2023 at 5:00 PM Central North 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: 814 9905 6768
Passcode: 052244

Website: <a href="https://zoom.us/join">https://zoom.us/join</a>

#### **MEETING AGENDA**

- 1. Call to Order
- 2. Approval of minutes
  - 2.1 Minutes of the School Committee meeting held on July 10, 2023
- 3. 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.

- 4. Superintendent's Report
  - 4.1 Personnel Report
  - 4.2 DESE Comprehensive District Review
  - 4.3 Update on plans to support ban on town's plastic single-use water bottles
  - 4.4 Town Energy Facilities Audit

#### 5. Communications

- 5.1 Communications Received by the Superintendent
- 5.2 Student Communications
- 5.3 Other Communications

#### 6. Unfinished Business

#### 7. New Business

- 7.1 To complete a second read of the Memorandum of Understanding with the Recreation Commission and Select Board and act as appropriate
- 7.2 To review the contract for Assistant Superintendent and act as appropriate
- 7.3 To discuss a change in Student Services legal counsel and act as appropriate
- 7.4 To approve out of state field trips and as appropriate
- 7.5 To approve change in contract for lease of TRACES building
- 7.6 To approve donations and grants and act as appropriate
- 7.7 To review Policy AD Mission Statement (second read) and act as appropriate
- 7.8 To review Policy DJE Procurement Requirements (second read) and act as appropriate
- 8. Subcommittee and Project Reports Warrants Signed
- 9. Other items as may not reasonably be known 48 hours in advance of the meeting
- 10. Adjourn

Next School Committee Meetings: Tuesday, August 29, 2023 at 7:00 PM Monday, September 11, 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.

# HINGHAM SCHOOL COMMITTEE July 10, 2023

#### **MEETING MINUTES**

#### Called to Order at 5:00 PM

School Committee Chair Nes Correnti called the meeting to order at 5:00 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 Nes Correnti, Vice-Chair Michelle Ayer, Secretary Jen Benham, Kerry Ni, Tim Dempsey, Alyson Anderson, and Matt Cosman

School Committee members participating remotely: none

School Committee members absent: none

**Central Office Members present:** Superintendent Dr. Margaret Adams and Director of Business and Support Services Aisha Oppong

Also present: Executive Assistant Sherry Robertson

Assistant Superintendent Kathryn Roberts participated remotely

This meeting incorporated the use of the OWL camera to broadcast the meeting via Zoom. Harbormedia was also present and recording the meeting.

**Visitors present:** Hingham High School Principal Rick Swanson, Director of Social Studies Andy Hoey, and Director of ELA Mary Andrews

**Remote visitors:** There were approximately 16 remote attendees on Zoom.

#### Approval of minutes:

On a motion by Michelle Ayer and seconded by Jen Benham

It was voted to approve the minutes of the School Committee meeting held on June 12, 2023

On a motion by Michelle Ayer and seconded by Jen Benham

It was voted to approve the minutes of the School Committee meeting with held on June 26,
 2023

Questions and Comments: There were no questions or comments at this time.

#### **Superintendent's Report**

Personnel Report: Dr. Adams noted the personnel report provided to the Committee in the meeting packet detailing recent hires, resignations, retirements, and job changes. She stated that the plan is to update the Committee monthly with a personnel report.

Dr. Adams also reported that this is the second week of the extended school year (ESY) program.

#### **Communications**

none

#### **Unfinished Business**

None

#### **New Business**

#### **Social Studies Program Review**

Director of Social Studies, Andy Hoey, gave a presentation that included a year 1 update, and program review. Mr. Hoey gave a detailed program review schedule for the upcoming year that will include a future presentation on the teams finding and action plan in the spring of 2024.

#### End-of-Year English Language Arts (ELA) and Math Assessments

Assistant Superintendent Kathryn Roberts introduced the presentation

ELA Director, Mary Andrews, presented the ELA end of year data detailing student performance. The Committee asked questions about time spent test taking, and the effectiveness of interventions. Kathryn Roberts reviewed the Math Assessment Data, filling in for Mathematics Director Dave Jewett who was unable to attend.

#### **Community Service Requirement for Graduation**

High School Principal Rick Swanson stated that the Student Advisory Council has been discussing this topic for some time, and that the proposal is to create a graduation requirement of 40 hours of community service to be done over the course of the four years at the high school. Recent graduate Jasper Lee spoke in favor of this requirement. Resident Katie Sutton also spoke in favor of the requirement explaining that she has experience taking students on service trips. The Committee discussed whether or not to make this a graduation requirement, and discussed having a soft launch of the program next year, without making it a requirement at this time. No vote was taken.

#### Trip to Florida in 2024 (Disney)

Music teacher Phaedre Sassano was present remotely and explained that the band/orchestra is invited to participate in this annual trip, which will be held at Disney World next year.

On a motion by Michelle Ayer and seconded by Jen Benham

 It was voted to approve the Hingham Public Schools Music Trip to Orlando Florida from April 4-April 7 of 2024

#### Trip to Quebec in 2024

Middle School Principal Derek Smith was present and explained that this trip had been done in the past, but not for some time. He stated that it is a great opportunity for students to practice their French speaking skills. He also noted that financial assistance and travel insurance are available.

On a motion by Michelle Ayer and seconded by Jen Benham

• It was **voted** to approve the Grade 8 French Class trip to Quebec from March 7th- March 10th of 2024

#### Policy AD – Mission Statement (first read)

Policy Subcommittee Chair Alyson Anderson reviewed the proposed changes to the mission statement. This was a first read, therefore no vote was taken.

#### Policy DJE - Procurement Requirements (first read)

Policy Subcommittee Chair Alyson Anderson reviewed the proposed changes to the policy related to procurement requirements. This was also a first read, therefore no vote was taken.

#### Policy EBC-S – Interim HPS General Policy on COVID-Related Requirements

The Committee discussed that the COVID policy is no longer necessary.

On a motion by Jen Benham and seconded by Kerry Ni

 It was voted to rescind policy EBC-S the Interim HPS General Policy on COVID-Related Requirements

#### MOU with the Hingham Recreation Commission and Select Board (first read)

Kerry Ni explained that the Memorandum of Understanding (MOU) had developed after a field study was done by Weston & Sampson, and with the MOU the School Committee agrees to consolidate the management of the fields under the recreation department. She noted that the Recreation Commission and Select Board will need to vote on this agreement as well. This was a first read, therefore no vote was taken.

#### **Student Parking Fees at HHS**

Dr. Adams noted that this was discussed at the last meeting with High School Principal Swanson. Director of Business and Support Services Aisha Oppong included a memo in the packet detailing that the High School is proposing to increase the parking fee for students for the "close lot" from \$40 to \$80. In addition, Hingham High School proposes implementing a \$20 fee for students for "far lot" parking. The memo also states that only seniors would be eligible to gain "close lot" access, and the option to purchase those placards would be determined via lottery.

On a motion by Michelle Ayer and seconded by Jen Benham

• It was voted to approve the new parking fee structure at Hingham High School

#### **Change Order for Tennis Courts project at HHS**

Director of Business and Support Services Aisha Oppong submitted a memo explained that the change is needed to the previously approved tennis court project to be able to hire someone with a Construction Supervisor's License.

On a motion by Michelle Ayer and seconded by Jen Benham

• It was voted to approve a change order of \$2,000 for the Hingham High School Tennis Court Project to ensure that a CSL can be hired to assist with pulling the required building permits to continue the project

#### **Rental Agreement – TRACES**

Director of Business and Support Services Aisha Oppong explained that after reviewing properties and bids, it was determined that the best available space that was economically feasible for the Traces program for the 2023-2024 school year would be Unit A-450, 293 Libbey Industrial Parkway, Weymouth, MA.

On a motion by Michelle Ayer and seconded by Jen Benham

• It was voted to approve and a one-year lease with Gideon LLC with the option to renew for two years for the Traces program

#### **Grants and Donations**

Social Studies Director Andy Hoey explained that Hingham has been awarded a grant through DESE, The DESE Investigating History Grant and stated that the grant aims to fund the costs for professional development to implement this high-quality curriculum. He stated that Hingham Public Schools was awarded grant funding totaling \$17,137, which is 100% of the funding requested for the 2023-2024 school year.

On a motion by Michelle Ayer and seconded by Jen Benham

• It was voted to accept the Investigating History Grant from the Massachusetts Department of Elementary and Secondary Education in the amount of \$17, 137

#### **Hingham Education Foundation Grants**

Director of Business and Support Services Aisha Oppong also noted a memo she submitted to the Committee regarding grants from the Hingham Education Foundation.

On a motion by Michelle Ayer and seconded by Jen Benham

• It was voted to accept \$45,799.93 in grants from the Hingham Education Foundation for the 23-24 fiscal year. The equipment, material and supplies will become the property of Hingham Public Schools.

#### **Declaration of Surplus**

On a motion by Michelle Ayer and seconded by Jen Benham

• It was voted to declare as surplus RICOH multipurpose copy machines from the Middle School, High School and Central Offices and to authorize the Director of Business and Support Services to dispose of surplus library books as listed in our memo at the least cost to Hingham

#### District-wide per diem rates

Director of Business and Support Services Aisha Oppong reviewed the proposed pay rates for per diem employees.

On a motion by Michelle Ayer and seconded by Jen Benham

• It was voted to approve the district-wide per diem pay rates as outlined by Director of Business and Support Services Aisha Oppong.

#### **Subcommittee and Project Reports/Warrants Signed**

- Alyson Anderson reported that there is an upcoming meeting of the Climate Action Committee.
- Kerry Ni reported that the Salary and Negotiations Subcommittee met on July 7<sup>th</sup>, today July 10<sup>th</sup>, and will meet on July 25<sup>th</sup> with Unit B. She also reported that they will be scheduling negotiations with the Bus Drivers' Union, and the Administrators' Association.
- Jen Benham reported that there are financial warrants in the packet.

Other items as may not reasonable be known 48 hours in advance of the meeting none

On a motion by Michelle Ayer and seconded by Jen Benham

• It was **voted** to adjourn at 7:36 PM.

Respectfully Submitted By: Jen Benham

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mail	Agenda 07:10.2023.pdf #
mail	Item 2.1 Minutes of the School Committee meeting held on June 12, 2023.pdf 🚓
PROF	Item 2.2 Minutes of the School Committee meeting held on June 26, 2023,pdf 🔉
mail	Item 4.1 07.10.2023 Personnel Report For School Committee.docx.pdf 🔉
mail	Item 7.1 Strategic Plan SSBus Year1 Memo for SC 6_12_23.pdf    ★
mail	Item 7.1 Strategic Plan SSBus Year1 Memo Slides.pdf 🗮
mail	Item 7.2⊕EOY Data Presentation-July 2023.pdf
mail	Item 7.3 Community Service Memo 07-03-23.pdf ##
mail	Item 7.4 Trip to FL in April of 2024.pdf 🚓
mail	Item 7.4 Trip to Quebec in March of 2024.pdf #\$
mail	Item 7.5 AD - MISSION STATEMENT - DRAFT.pdf 🛝
mail	Item 7.6 DJE - PROCUREMENT REQUIREMENTS - DRAFT.pdf 43.
mer	Item 7.7 EBC-S Supplemental - Hingham Public Schools General (Interim) Policy on COVID-Related Issues.pdf 🛝
mer	Item 7.8 MOU - Field Maintenance - SC REC SB - 07 05 2023.pdf 🔉
mar	Item 7.9 Parking Fee Memo 06-30-23.pdf 🗮
mer	Item 7.10 Change Order for Tennis Court Construction.docx - Google Docs.pdf 🔉
mer	Item 7.10 Hingham High School Tennis Courts - Change Order 01.pdf #4
mar	Item 7.11 Traces 23-24 lease approval - Google Docs.pdf
mer	Item 7.11 Traces Libbey Estate Lease 23-24-pdf 🚓
mail	Item 7.12 DESE Investigating History Grant HPS SC Memo.pdf 🔉
PROF	Item 7.12 HEF Grants 2023-2024 _07-03-23- page 1.pdf #L
mail	Item 7.12 HEF's Grants 23-24.docx - Google Docs.pdf 🚓
PROF	Item 7.13 Declaration of Surplus Materials - July 10th 2023.docx - Google Docs.pdf 🛝
mail	Item 7.13 Surplus Books - Library Books.pdf 🔉
PROF	Item 7.14 KIA Over 24 23-24.pdf 🚓
PROF	Item 7.14 KIA Under 24 23-24.pdf 🛝
Pail	Item 7.14 Proposed FY 2024 Per Diem Rates.pdf 🔉
PROF	Item 8 Warrant #S062723.pdf



#### Projected ENROLLMENT (to date) for September 2023

	PreK	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Total K-5
East	96	63	85	79	69	77	72	445
Foster	*	60	62	53	65	79	63	382
Plymouth River	*	45	70	57	58	67	63	360
South	*	71	84	91	76	80	88	490
T.   D. O.   W.5	0.5							
Total - By Grade K-5	96	239	301	280	268	303	286	1677

Hingham Middle School	Grade 6	Grade 7	Grade 8	Total HMS
Tilligham Middle School	291	275	282	848

Hingham High School	Grade 9	Grade 10	Grade 11	Grade 12	Post Grad	Total HHS
Tingitalit riigit seriesi	260	285	263	282	2	1092

Group	Total
PreK	96
K-5	1677
6-8	848
9-12 (Plus Post Grad)	1092
Total	3713

Other:	
Out of District	
Homeschool	y
Vo-tech/Agricultural	

NEW HINGHAM
ELEMENTARY SCHOOL

# GROUND BREAKING

CEREMONY

FRIDAY,
AUGUST 25, 2023
11:00 AM

55 DOWNER AVE. HINGHAM, MA

HINGHAM PUBLIC SCHOOL'S BUILDING
COMMITTEE INVITES YOU TO ATTEND
THE GROUNDBREAKING CEREMONY FOR
OUR NEW ELEMENTARY SCHOOL







### **HINGHAM PUBLIC SCHOOLS**

220 Central Street • Hingham, Massachusetts 02043
781-741-1500 VOICE • 781-749-7457 FAX
madams@hinghamschools.org
www.hinghamschools.com

# Margaret Adams, Ed.D. Superintendent of Schools

To: Hingham School Committee

From: Margaret Adams, Superintendent

Kelly Larkin, Human Resources Coordinator

Aisha Oppong, Director of Finance and Operations

Subject: Personnel Open Position

Date: August 7, 2023

The following report represents the current open positions as of August 7th and reasons for opening when appropriate. Some summary notes include the following:

- As noted below, we have three elementary teachers posted for the purposes of staff on leave. Two of these positions are leaves for later in September.
- There are nine other teaching positions currently open. We expect to have four positions filled by the end of the week.
- Two elementary reading interventionists are needed.
- There are four office positions, as stated below.

Position	Location	Notes
Elementary Teacher-LTS	East	Teacher on Leave
Music Teacher	East	
Elementary Teacher-LTS	Foster	Teacher on Leave
Elementary TeacherLTS	Foster	Teacher on Leave
Reading Interventionist	Foster	
Reading Intervention	Plymouth River	Transfer to Teaching Position
First Grade Teacher	Plymouth River	New Position due to higher enrollment (Transfer of Position from Foster)
Spanish Teacher	Plymouth River	

Spanish Teacher	South	Long-term Substitute previously in position-not continuing
School Nurse	Middle School	Retirement
Science Teacher	Middle School	
Science Teacher	Middle School	
Art Teacher (.6)	Middle School	
Administrative Assistant Guidance	Middle School	
Art Teacher	High School/Middle School	
Health Teacher	High School	
Special Education Teacher-Academic Tester	High School	
Office Assistant-Guidance	High School	Transfer to another position in the district
Human Resources Clerk	Central	
Executive Assistant-Director of Finance and Operations	Central	

In addition, the district has posted positions for full-time and part-time speech-language pathologists to be funded through special education state grants. The intent is to provide services currently offered through contracted services in a more economically efficient manner.

The district will also seek applicants for custodial, maintenance, bus drivers, substitutes, and food services. The numbers of needed positions are consistent with past years.

Finally, we expect approximately 3-4 paraprofessionals in each school to be needed. The numbers of open positions per building are consistent with past years.



## **HINGHAM PUBLIC SCHOOLS**

220 Central Street • Hingham, Massachusetts 02043 781-741-1500 VOICE • 781-749-7457 FAX

klarkin@hinghamschools.org www.hinghamschools.com

To: Margaret Adams, Superintendent of Schools

From: Kelly Larkin, Human Resources Coordinator

Cc: Aisha Oppong, Director of Finance and Operations

Subject: Personnel Report

Date: August 7, 2023

The following report represents changes in personnel during the period of July 10,2023 to August 7, 2023.

#### **Appointments**

Name	Position	Location
Gabrielle Majenski	Substantially Separate Educator	East
Wendy Kirk	Classroom Teacher (0.5)	South
Sydney Blasetti	Classroom Teacher	South Elementary
Amy Muldoon	Special Education Administrator	HPS
Steve Aithicosn	Music Teacher - LTS	South Elementary
Kaitlin Scott	Executive Assistant to the Assistant Superintendent	Central Office

#### Retirements

Name	Position	Location
None		

#### Resignations

Name	Position	Location
Kendelle Ingram	Spanish teacher	PRS
Jennifer Van Gelder	Reading Interventionist	Foster

#### Transfer

Name	Position	Location
Kayla Breslin Transition Room Coordinator		High School



# 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

June 21, 2023

Superintendent Adams 220 Central Street Hingham, MA 02043-2745

Dear Superintendent Adams,

The Department of Elementary and Secondary Education has selected the Hingham Public Schools for a **comprehensive** district review by the Office of District Reviews and Monitoring (ODRM) under the provisions of Chapter 15, Section 55A of the Massachusetts General Laws. This review, which will be conducted during the 2023-2024 school year, is an important opportunity for reflection, self-evaluation, learning, and engagement with other professionals committed to the success of your school system. District reviews include a focus on equity, including racial equity, and analyze the extent to which school districts provide high expectations, access, and support to ensure that all students are well prepared for college, career, and civic participation.

The review will be conducted by American Institutes for Research (AIR) under the direction of my staff. AIR will send a team of experienced educators and researchers who are trained in the use of a district review protocol. The district reviewers will analyze relevant documents and data so that they will be well versed in your district's context when they arrive. While in the district, reviewers will meet with you, your staff, school committee members, students, and students' families. The reviewers will also visit schools and classrooms to observe instruction. AIR will work with you to accommodate your schedule and to ensure that regular district and school activities continue with minimal interruption.

Following the review, ODRM will send you draft written findings for your review and factual correction. The review will culminate in a final report which will include findings and recommendations that can support your efforts to maximize learning opportunities for your students.

To begin preparing for the review, please do the following:

1. **Designate a primary district liaison**. The district liaison should be someone on your administrative team who understands the daily operations of the school system. The liaison will work in collaboration with ODRM and AIR to gather documents, develop an onsite schedule, arrange the reviewers' workspace, and serve as the point person between the reviewers and the district. Please send the contact information for your liaison to Robbie Havdala at robert.j.havdala@mass.gov by July 31<sup>st</sup>.

2. **Review the enclosed District Self-Assessment (optional).** The Self-Assessment is designed to promote self-reflection and will help the review team learn about your district before the visit. The District Self-Assessment is *optional* for comprehensive district reviews.

In the coming months, you will be given the following information:

- The dates of the onsite portion of the district review
- The list of district documents needed in order to help the reviewers understand how your school system functions, along with a due date

We will reach out to your appointed district liaison to scheduled an introductory call to help you learn more about the review process and help you communicate the purpose of the review to your community. We have also attached an FAQ document to this letter, which may answer many of your initial questions. In addition, you can also review past district review reports on our website: https://www.doe.mass.edu/accountability/district-review/default.html

We are looking forward to our visit and thank you in advance for your cooperation. If you have any questions or concerns, please contact Robbie Havdala at <a href="mailto:robert.j.havdala@mass.gov">robert.j.havdala@mass.gov</a>.

Sincerely,

Robert Curtin

pt. U

Chief Officer for Data, Assessment, and Accountability

CC: Erica Gonzales, Associate Commissioner of Data and Accountability Robbie Havdala, Director of District and School Accountability



#### Frequently Asked Questions: District Reviews

#### What is a district review?

The district review is an evidence-based process that assesses district systems, enabling district leaders to reflect on progress and strengthen performance. The focus of the district reviews is to provide formative and actionable feedback. These reviews are conducted according to Chapter 15, Section 55A of the Massachusetts General Laws.

The district review is designed to examine the systems, policies, and practices that drive the day-to-day work of the district, as well as those factors that may help or hinder staff performance and, ultimately, student performance and outcomes. Analysis of these systems, policies, and practices includes a focus on the ways in which the district works to improve and promote equity for all students.

#### Why was our district selected for this district review?

Along with a handful of other districts, your district was selected from a pool of districts that (a) have not had a district review in the last five years, and (b) do not have a concurrent Tiered Focused Monitoring (TFM) or New England Association of Schools and Colleges (NEASC) review scheduled for the 2023-24 school year.

#### Who is conducting the review, and what are their credentials?

The review process is overseen by the Department of Elementary and Secondary Education (DESE), but the review itself will be conducted by the American Institutes for Research (AIR). For more information, see the AIR website <a href="https://example.com/here">here</a>.

#### What are the reviewers looking for?

The review focuses on DESE's *District Standards and Indicators*. A detailed description of these standards can be found here.

#### What is the difference between a comprehensive review and a targeted review?

The comprehensive review focuses on all six DESE *District Standards and Indicators*. By comparison, a targeted review focuses on only three standards: either as a Student-Centered Systems review (Curriculum & Instruction, Assessment, Student Support) or as a Governance and Administrative Systems review (Leadership & Governance, Human Resources & Professional Development, Financial and Asset Management). If your district was selected for a targeted review, DESE will collaborate with your district to select one of these review types.

#### Can we opt-out of this review? Can we delay it to a future year?

No, districts may not opt-out or delay the review to a future year.

#### What does the district review process entail?

The process consists of four components: district self-assessment, document review, interviews, and classroom observations.

- District Self-Assessment: Your district will complete and submit a document that evaluates its strengths and areas for growth across the six DESE standards. This task is required for districts with targeted reviews, but optional for districts with comprehensive reviews.
- *Document Review:* AIR will request documents ranging from strategic plans to financial audit documentation to sample teacher and administrator evaluations.
- Interviews: the review includes conversations with school committee members, district and school leaders, union leadership, teachers, families, and students. AIR will work with to coordinate logistics and arrange for these discussions, and ideally, avoid the need for coverages or substitutes.
- Classroom Observations: AIR will work with your district to select a random sample of
  classrooms to observe. These reviews are to understand general themes in your district's
  instructional practices, and will not be attributed to any individual teacher. Lessons should
  continue as they would normally.

#### When will the visit take place?

AIR and DESE will work with your district to select dates for an onsite visit between October 2023 and May 2024 that represent typical school days and are convenient for your community.

#### When will the report be completed?

The district will receive a *Districtwide Instructional Observation Report* that outlines findings from classroom observations approximately one month after the onsite visit. Approximately three months after the onsite, the district will receive a draft of the full report to review for factual errors. After any edits have been resolved, the final report will be posted to the DESE website. (Note that these estimates are based on previous years and may vary from district to district.)

#### What is the result of the review?

The entire review culminates in a published report that shares findings, relative to the *District Standards* and *Indicators* and recommendations for consideration. Superintendents often find their report helpful in identifying areas for growth and guiding the district's strategic direction. You can view a library of past reports from other districts <u>here</u>.



#### **District Review Self-Assessment**

#### **Purpose**

The district self-assessment tool helps districts reflect on their systems and practices according to DESE's District Standards and Indicators, which define effective district practice in six areas:

- Leadership and Governance
- Curriculum and Instruction
- Assessment
- Human Resources and Professional Development
- Student Support
- Financial and Asset Management

The self-assessment, in combination with other data, will inform DESE's decision of whether the targeted review will focus on governance and administrative systems (the Leadership and Governance, Human Resources and Professional Development, and Financial and Asset Management standards) or student-centered systems (the Curriculum and Instruction, Assessment, and Student Support standards). Both types of targeted reviews include classroom observations.

#### **Using the Tool**

The self-assessment lists each indicator within a standard and provides examples of effective practice for each indicator. Note that the examples are not an exhaustive list; please refer to the full District Standards and Indicators when completing the self-assessment. Please consider how well each indicator describes current practices in the district overall. Please also answer the question at the end of each indicator about the reasons for the ratings chosen. Districts are encouraged to submit any documents and data that illustrate these practices. Reflection questions are also included in the document. While it is not required or expected, districts are welcome to add brief information or explanations to any part of the self-assessment.

#### **Contents**

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Standard 6: Financial and Asset Management	21
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#### **Initial Reflection Questions**

DESE defines equity as providing students and groups of students with access to the resources, support and educational rigor they need in order to meet high expectations for cognitive, behavioral, and social-emotional growth and development.

- 1. In what ways has the district successfully addressed issues of equity, including racial equity, for students or groups of students?
- 2. What challenges related to equity, including racial equity, does your district confront? How have you begun to address these challenges?
- 3. For each of the district standards, please indicate any particular district systems, policies, or practices that you would like the district review to address. (Please note that depending on the strengths and challenges the review team identifies, these suggestions might not be reflected in the report.)

Leadership and Governance:
Curriculum and Instruction:
Assessment:
Human Resources and Professional Development:
Student Support:
Financial and Asset Management:

#### Standard 1: Leadership and Governance

School committee members and district and school leaders work collaboratively and strategically to improve all students' performance, opportunities, and outcomes. They establish, implement, and evaluate policies, procedures, systems, and budgets with a primary focus on achieving districtwide improvement goals, in part through equitable and effective use of resources.

Indicator 1: School Committee Governance. The school committee:				Examples of effective practice	yc	our district's c	s indicator descr urrent practices? t represents you	?
		Very well	Well	Somewhat well	Not at all well			
a.	Focuses on improvement	The committee's work is guided by the district's vision and improvement plan. It focuses on closing achievement, access, and opportunity gaps and regularly reviews disaggregated data to gauge progress.						
b.	Establishes a culture of collaboration	The committee maintains collaborative working relationships and engages stakeholders in the district improvement process. District and municipal leaders engage in open, frequent communication and have positive relationships. The committee provides opportunities for students to share meaningful input into policies and decision-making as appropriate.						
C.	Fulfills its legal and fiduciary responsibilities as defined in Massachusetts state law	The committee advocates for district funding and ensures equitable distribution of available resources to improve student outcomes. It operates with transparency, maintains a division of roles, and approves and monitors the district budget. The committee takes an active and constructive role in developing timely and effective strategies for collective bargaining and managing negotiations.						

Indicator 2: District and School Leadership	Examples of effective practice	У	our district's cu	indicator descr rrent practices represents you	P
		Very well	Well	Somewhat well	Not at all well
a. Leadership and engagement	The superintendent establishes and leads an effective leadership team. Each school has an effective leadership team and ensures that leadership roles are appropriate for the district's needs. The district ensures clear lines of internal and external communication and is responsive to feedback from students, families, and educators. The superintendent advises and makes recommendations to the school committee for sound educational policies, prudent budgeting, and effective collective bargaining.				
b. Focus on improvement	District and school leaders focus on improving teaching and learning, with a particular focus on closing achievement, access, and opportunity gaps. They regularly review student data, including disaggregated data, to plan and assess strategies and practices. They ensure that programs are evidence based to the extent possible and maintain focus on high-quality implementation. District and school leaders identify persistently low-performing or struggling schools and programs for intervention and improvement planning, with responsibility shared between district and school leaders for making measurable and sustained improvement.				
c. Leadership development and support	The superintendent ensures that all administrators are evaluated annually. School leaders make use of autonomies to support their school improvement plan and improve student outcomes. Educators are provided with meaningful leadership development opportunities. Systems and structures promote stability, including during leadership turnover.				

Indicator 3: District and School Improvement Planning	Examples of effective practice	How well does this indica your district's current p Put an X in the box that repres			practices?	
		Very well	Well	Somewhat well	Not at all well	
a. Stakeholder engagement and reflection	District and school plans are developed using a clear, thoughtful, and inclusive process that includes wide representation. District and school leaders provide frequent and thorough updates to the school committee, staff, students, and the community about progress toward plan goals. Plans are revisited and revised using a participatory and data-driven reflection process.					
b. Plan elements	Improvement plans have clear, measurable goals and ambitious strategies for improving performance, opportunities, and outcomes for all students. They are informed by data, including disaggregated student data. They include realistic assessments and equitable allocation of available staffing, financial, material, and operational resources.					

Indicator 4: Budget Development	Examples of effective practice	У	indicator descr irrent practices represents you	es?	
		Very well	Well	Somewhat well	Not at all well
a. Budget development and monitoring	District and school leaders develop the budget using a participatory and transparent process. The budget addresses the goals and strategies of the district's improvement plans, benchmarking data available from DESE and elsewhere, and analysis of disaggregated student data. Administrators review the cost-effectiveness of programs, initiatives, and activities, referencing student data, and track spending throughout the year. Principals have some discretion to make spending decisions during the school year and have access to the information they need to make them.				

#### District Review Self-Assessment

Indicator 4: Budget Development	Examples of effective practice	У	our district's cu	his indicator describe current practices? hat represents your rating		
		Very well	Well	Somewhat well	Not at all well	
b. Resource allocation	Resources (including funds, staff, materials, and scheduling) are allocated equitably to schools and programs to ensure improved performance, opportunities, and outcomes for all students, with an emphasis on closing achievement, access, and opportunity gaps. Resources are allocated based on students' needs at each school and program. The district seeks ways to expand capacity and resources through shared service agreements and other external collaborations. Using student outcomes and other information, the district monitors the staffing, financial, material, and operational needs of schools, and addresses them in a timely, effective, and equitable way.					

#### Standard 2: Curriculum and Instruction

The district ensures effective implementation of high-quality, standards-aligned curricular materials<sup>1</sup> that have undergone rigorous, research-based review such as that of the CURATE project;<sup>2</sup> instruction that challenges and supports all students to meet Massachusetts standards; and a variety of academic offerings preparing all students for college, career, and civic participation.

Indicator 1: Curriculum Selection and Use	Examples of effective practice	yo	our district's c	is indicator descr current practices at represents you	?
		Very well	Well	Somewhat well	Not at all well
a. Decision-making processes	The district implements regular, rigorous curriculum reviews that consider specific district needs as well as relevant definitions of high-quality instructional materials, such as those of CURATE.				
b. Documented curriculum	Curricular materials are aligned to: 1) the content and rigor of the appropriate Massachusetts curriculum frameworks, and 2) relevant definitions of high-quality instructional materials. They are readily available and feasible to implement for all teachers. They support teachers to challenge and support all students. Curricular materials align vertically, with coherent student learning progressions. They are complementary across content areas.				
c. Taught curriculum	Curriculum implementation is consistent and coherent within and across classrooms and schools. It is based on individual students' needs and strengths and is supported by professional learning for all educator roles.				

<sup>&</sup>lt;sup>1</sup> Resources teachers use to facilitate sequences of learning experiences (e.g., lesson and unit plans, texts); also called adopted or written curriculum.

<sup>&</sup>lt;sup>2</sup> https://www.doe.mass.edu/instruction/curate/default.html

#### District Review Self-Assessment

Indicator 2: Classroom Instruction	Examples of effective practice	yc	our district's c	s indicator descr urrent practices t represents you	?
		Very well	Well	Somewhat well	Not at all well
a. Learning experiences for students	Instruction allows students to access and engage with grade-appropriate text every day, with meaningful real-world problems every day, and in scientific conversations using data every week. It enables students to develop social and emotional competencies (self-awareness, self-management, social awareness, relationship skills, and responsible decision-making). It supports students to acquire and use complex knowledge and subject-specific skills and vocabulary. It is designed inclusively to account for differences in students' learning needs, competencies, interests, and levels of readiness. It centers on challenging, engaging tasks with measurable outcomes for all students.				
b. Adjustments to practice	Instructional decisions are informed by students' learning needs, skills, interests, and levels of readiness; the results of a variety of assessments; and feedback from students and colleagues.				
c. Learning environment	Classroom climate and structures support all students to learn collaboratively, take academic risks, and take ownership of their learning.				

#### District Review Self-Assessment

Indicator 3: Student Access to Coursework	Examples of effective practice	How yo Put an X	?		
		Very well	Well	Somewhat well	Not at all well
a. Variety of academic offerings	Courses of study help all students to develop the knowledge, skills and abilities necessary for success after high school. They provide opportunities for all students to pursue rigorous learning experiences aligned to their ambitions and interests.				
b. Equity of access	Students from historically marginalized groups, including students of color, those receiving special education services, and economically disadvantaged students have equitable access to advanced coursework. They also have equitable access to instruction in areas not subject to statewide testing, such as computer science, foreign languages, health, history, and the arts.				

#### Standard 3: Assessment

The district establishes and supports a culture that values the use of data in improving teaching, learning, and decision-making. District and school leaders ensure that systems are in place for the efficient and purposeful collection, use, and sharing of data from a variety of assessments to guide decision making at the district, school and classroom levels and to improve all students' performance, opportunities, and outcomes.

Indicator 1: Data and Assessment Systems	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your rating				
		Very well	Well	Somewhat well	Not at all well	
a. Data selection	The district ensures that multiple sources of data are collected, and that the data provides a comprehensive picture of student, school, and district performance.					
b. Assessment methods	The district ensures that educators use a variety of informal and formal assessment methods, including screeners, diagnostic tools, and common interim assessments. The assessments are aligned across grades and subject areas and provide actionable information.					
c. Data quality checks	The district ensures consistency in the administration of district assessments. It ensures the alignment to the Massachusetts curriculum frameworks, with particular attention to the practices or anchor standards for ELA and Literacy.					

ndicator 2: Data Use	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your rating				
		Very well	Well	Somewhat well	Not at al well	
a. District data use	District and school leaders use student performance data to set and track improvement goals, including goals for closing achievement, access, and opportunity gaps, for students of color, economically disadvantaged students, English learners, and students with disabilities. They use data to identify district strengths and weaknesses in comparison to other districts and/or state averages.					
b. Support for data use	District leaders support the regular use of data to inform decision making at the classroom level and professional development designed to improve the use of data and assessments to inform the practice of all educators. They provide opportunities for educators and others, including their evaluators, to establish anticipated student learning gains and compare student results to anticipated gains.					

Indicator 3: Sharing Results	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your rating				
		Very well	Well	Somewhat well	Not at all well	
a. Communication with district staff	District leaders share data connected to district goals with educators in ways that are clear, understandable, and actionable. They ensure that individual educators have easy access to relevant data that can support classroom level decision making.					
b. Communication with families	The district provides timely and effective information to families about their students' progress toward attaining grade-level standards and whether they are on track to being college and career ready. It					

#### **District Review Self-Assessment**

Indicator 3: Sharing Results	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your rating			
		Very well	Well	Somewhat well	Not at all well
	regularly communicates with families evidence of the school and district's performance.				
c. Communication with students	The district ensures that evidence of a student's performance is shared with students in meaningful and appropriate ways.				

#### Standard 4: Human Resources and Professional Development

The district strategically designs, implements, and oversees human resource and inclusive professional development efforts in a way that supports an aligned human capital management system and results in the employment, development and retention of effective educators who are successful in advancing all students' performance, opportunities, and outcomes.

Indicator 1: Infrastructure	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your rating			
		Very well	Well	Somewhat well	Not at all well
a. Infrastructure	The district employs effective human resources policies, procedures, and practices. The district maintains and reports accurate employment-related records. It routinely analyzes and provides reports to principals for use in planning and decision-making.				

Indicator 2: Recruitment, Hiring, and Assignment	Examples of effective practice	How well does this indicator your district's current pra Put an X in the box that represer			ices?	
		Very well	Well	Somewhat well	Not at all well	
a. Recruitment systems	Recruitment systems employ a variety of short-term and longer-term strategies and project supply and demand issues across schools. The district seeks to hire, develop, and retain a diverse workforce that successfully advances all students' performance, opportunities, and outcomes.					
b. Hiring systems	Hiring systems support hiring managers to make hiring decisions based on district priorities and to meet the learning needs of individual schools' students. They establish a consistent selection process. The district continually evaluates and refines its hiring systems using data including student outcomes and educator retention rates. Hiring systems encompass both internal and external hiring. They verify appropriate licensure, endorsements, background checks, and waivers.					
c. Assignment	Teacher assignment is based on students' learning needs. The district ensures that master schedules result in the equitable distribution of educator skills, ensuring appropriate supports for all students and programs. The district ensures that teachers teaching outside of their licensure area do so for no more than 20 percent of their time. <sup>3</sup>					

<sup>&</sup>lt;sup>3</sup> The <u>out-of-field allowance</u> was increased to 50 percent for the 2020-21 and 2021-22 school years, and this flexibility was extended for the 2022-23 school year. The flexibility does not apply to teachers with certain licenses.

Indicator 3: Supervision, Evaluation, and Educator Development	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your rating				
		Very well	Well	Somewhat well	Not at all well	
a. Supervision and evaluation systems	Supervision and evaluation systems prioritize opportunities for educators to receive high-quality feedback that improves their practice. They ensure evaluators receive training, support, and development in effective, bias-free supervision and evaluation that affects educator effectiveness. They provide all educators with performance ratings related to the <a href="Standards of Effective Teaching/Administrative Leadership Practice">Standards of Effective Teaching/Administrative Leadership Practice</a> based on:  1. evidence of practice,  2. impact on student learning,  3. student or staff feedback, and  4. goal attainment					
b. Professional development systems	Professional development systems are aligned with the MA Standards for Professional Development and the district's vision/mission. They are described in a professional development plan for all professional staff that is consistent with DESE's guidelines. They include teacherled PD and job-embedded, content-based, and individually pursued learning and structures for collaboration. They are informed by student and educator data and aligned to district, school, and/or educator goals and to the district's instructional materials.					
c. Induction and mentoring systems	Induction and mentoring systems ensure all beginning teachers and administrators receive mentoring support beyond the induction year (minimum of 50 hours) in alignment with DESE's guidelines. They ensure that mentors are well-qualified, extensively trained, carefully selected educators who have demonstrated effectiveness with students and colleagues. These systems are continually evaluated and refined through systematic data collection on program design, implementation, and outcomes, including student learning outcomes and educator retention rates.					

#### **District Review Self-Assessment**

Indicator 4: Recognition, Leadership Development, and Advancement  Examples of effective properties of the properties of	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your ra			?
		Very well	Well	Somewhat well	Not at all well
a. Recognition, Leadership Development, and Advancement	The district provides differentiated roles and opportunities for growth, including distributed leadership opportunities and an articulated career ladder, such that it can effectively build leadership skills and retain and maximize the impact of effective professional staff.				

#### Standard 5: Student Support

The district ensures that schools equitably support all students' safety, well-being, and sense of belonging; systematically identify and address students' needs; and engage students, families and community partners to improve all students' performance, opportunities, and outcomes. The district assesses the programs and practices used across schools to ensure that students experience educational continuity and are well supported through school transitions.

Indicator 1: Safe and Supportive School Climate and Culture	fe and Supportive School Climate and Examples of effective practice		How well does this indicator describe your district's current practices? Put an X in the box that represents your rating				
		Very well	Well	Somewhat well	Not at all well		
a. Safe and supportive environment	The district has comprehensive plans to support the safety and well-being of students and staff that are developed with input from representative stakeholders and aligned with and integrated into district and school improvement plans. It ensures that all school and classroom environments are positive, healthy, and inclusive for all students.						
b. Access, equity, engagement, and student voice	The district demonstrates a commitment to access and equity for all students, and to developing staff capacity to examine and dismantle implicit biases and systemic inequalities and to create environments in which all students can deeply learn, grow, and thrive. The district ensures that schools promote meaningful student engagement and leadership; provides opportunities for all students to participate in and/or influence education decisions and experiences, with a particular focus on engaging students who have been historically underserved.						
c. Positive behavioral approaches	The district implements clear schoolwide positive behavioral systems and expectations. It ensures that behavior management/discipline policies, practices, and procedures are inclusive, developmentally appropriate, unbiased, equitable, supportive, and aligned to the needs of all students. The district builds adult capacity to identify, understand, and respond to the underlying causes of student behavior. It engages students and families in developing positive						

behavioral systems.		
<u> </u>		

Please explain the reasons for your responses above (the table will expand as you enter your answer). If there are documents or data that illustrate your responses, please list and submit them along with this self-assessment.

Indicator 2: Tiered Systems of Support		ed Systems of Support Examples of effective practice			How well does this indicator describe your district's current practices? Put an X in the box that represents your rating			
			Very well	Well	Somewhat well	Not at all well		
a.	Instructional and support strategies for all students	All students receive Tier 1 instruction and supports. The district provides evidence-based practices, programs and systems to students by tier. Schedules and resource allocation are designed to ensure that Tier 2 and 3 supports supplement, and do not supplant, Tier I instruction.						
b.	Academic, behavioral, and social emotional interventions and supports	The district uses summative and formative evaluation procedures to make decisions about student intervention/instruction using scientifically validated assessments for screening, diagnostic and progress monitoring purposes. School leadership teams have protocols for engaging students, families, and partners in the tiered support process, including gathering input from students to make decisions about the supports they receive.						
C.	Evaluation of tiered systems of support	The school leadership team has a process to determine whether interventions are structured and assigned equitably. The team ensures that student outcomes are assessed and uses that data to determine whether initiatives and efforts are resulting in achievement gains.						

### District Review Self-Assessment

Indicator 3: Family, Student, and Community Engagement and Partnerships	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your r			?
		Very well	Well	Somewhat well	Not at all well
a. Family and student engagement	The district partners with students and families in a way that is asset-based, culturally responsive, and collaborative. It ensures that students and families have a central voice in planning and decision-making, including gathering and using their feedback to improve school practices, communication, and climate. It ensures that schools support two-way communication and access for all students' families, including providing interpretation and translation services to families, as appropriate.				
b. Community engagement	The district has a clear process to find, establish, and manage partnerships and other community resources to engage during inschool and out-of-school time. It conducts a comprehensive mapping of partners and resources, and assesses family and student needs, with a goal of equitable support and responsiveness for communities, schools, and families.				

### Standard 6: Financial and Asset Management

District leaders manage the equitable allocation and effective use of funding and other resources to improve all students' performance, opportunities, and outcomes, support the district's improvement plan, and secure community support.

Indicator 1: Budget Documentation and Reporting	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your ra		?	
		Very well	Well	Somewhat well	Not at all well
a. Budget documents	The district's budget documents are clear, accurate, and user-friendly. They are explicitly connected to district and school improvement planning and demonstrate how student performance dataparticularly data related to performance, access, and opportunity outcomes and gapshas been used to set budget priorities. Budget documents provide historical spending data for comparisons and sufficient detail for stakeholders to understand the current year's resource allocations.				
b. Municipal agreement	Costs paid and managed directly by the municipality are described in a current written agreement and clearly documented in the budget and financial accounting				

Indicator 2: Adequate Budget	Examples of effective practice	How well does this indicator descri your district's current practices? Put an X in the box that represents you		?	
		Very well	Well	Somewhat well	Not at all well
a. Provision and use of resources	The community provides sufficient general appropriation funds each year to meet or exceed required net school spending and cover other costs such as transportation. The district uses all available funding effectively to support student performance, opportunities and outcomes. The district annually reviews staffing and scheduling to plan for the effective use of people and time.				

Please explain the reasons for your responses above (the table will expand as you enter your answer). If there are documents or data that illustrate your responses, please list and submit them along with this self-assessment.

ndicator 3: Financial Tracking, Forecasting, Controls, and Audits	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your rating			?
		Very well	Well	Somewhat well	Not at all well
a. Business office processes	The district's business office provides regular, accurate reports to the superintendent and school committee on spending from all funding sources, and forecasts spending through the end of the year, with adequate school-level information provided to every principal. It ensures that business office personnel are trained and supervised, and systems are in place for procurement in accord with state laws and regulations, timely payment of invoices, and accurate payrolls. The district spends down grant funds so that no grant funds revert to the state. It competitively procures independent financial auditing services at least every five years, implements audit recommendations, and complies with other regulations as applicable.				

Indicator 4: Capital Planning and Facility Maintenance	Examples of effective practice	How well does this indicator describe your district's current practices? Put an X in the box that represents your rating		?	
		Very well	Well	Somewhat well	Not at all well
a. Preventative maintenance	The district has a formal preventative maintenance program to prolong the effective life of the district's capital assets. The district ensures that educational and program facilities (including adequate access to technology) are accessible, clean, safe, secure, well-lit, well-maintained, and conducive to student learning.				
b. Long-term capital plan	The district has a long-term capital plan that describes future capital development and improvement needs, including adequate-sized facilities based on enrollment projections. The plan is reviewed and revised as needed with input from all appropriate stakeholders.				

### **Final Reflection Questions**

- 1. Please describe how the self-assessment was conducted (e.g., participants met as a group to complete the self-assessment; each participant completed the self-assessment independently and a composite was developed from their responses; each participant completed the self-assessment independently and the participants met subsequently to discuss their responses and draft the final version, etc.)
- 2. Who participated (list titles/roles)?
- 3. Please share any insights that emerged from the self-assessment process.



### **HINGHAM PUBLIC SCHOOLS**

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# Margaret Adams, Ed.D. Superintendent of Schools

To: School Committee Members

From: Margaret Adams, Superintendent

Aisha Oppong, Director of Finance and Operations

Subject: Update on School's Preparations for Town Ban on Distribution and Sale of Plastic

Single-Use Water Bottles

Date: August 7, 2023

The Select Board, in the spring of 2023, adopted a town-wide policy that restricted the procurement, sale, and distribution of single-use plastic water bottles as of September 1 in the schools and municipal buildings. The schools are taking the following steps to ensure a smooth transition for this change.

Principals and the district will communicate throughout the first couple of weeks leading up to the new school year into the fall about the upcoming change using several different mediums. Families will be encouraged to have their students bring a reusable water bottle to fill up throughout the school day. Principals will also communicate with other partners, including PTOs, about the upcoming change. School leaders will also consider any routines needed during lunch or other times of the day to support students. The high school principal and athletic director will communicate with coaches, student leaders, families, and booster groups.

In addition, Plymouth River stopped selling water bottles in its cafeteria in January of 2023. The implementation included reminders to families to send students with refillable water bottles. Students brought water bottles to recess and lunch. The principal reports that the transition went well.

Food Services is also preparing for the upcoming change. At elementary schools, students can purchase additional milk during lunch. There are no plans to sell water in other types of containers at the elementary level. Middle and high schools may have non-carbonated, non-flavored water using other containers for sale. Details are still being worked out. Flavored water will still be available for purchase at the secondary level. At this time, we believe the state will again provide funding to support universal free lunch for all students.

Facilities are also preparing for the change by ensuring all water bubblers and filling stations are operational by the start of the school year. All elementary classrooms will have a functioning water bubbler with very few exceptions. The middle school has a water filling station on each floor, including two on the first floor. The high school has nine water bubblers and six hydration stations. In addition, the schools have requested three additional water-filling stations from the town. The status of these extra water filling stations is still in process as they go through the bidding process. The schools are also seeking out additional grant funding sources that are available to support the implementation of additional water-filling stations. Facilities will monitor all filling stations to ensure filters are changed when needed to ensure the equipment is operational for student use.

### Town of Hingham Municipal Single-Use Plastic Water Bottle Policy April 2023

### **Section 1. Purpose and Intent**

The purpose of this policy is to reduce the common use of single-use plastic water bottles and to promote the use of reusable bottles on Town properties, thereby reducing local land and marine pollution, reducing waste, protecting the town's unique natural beauty and irreplaceable natural resources, and saving the Town the money associated with the purchasing and disposal of packaged water.

### **Section 2. Definitions**

Single-use plastic bottle means a beverage container made from any type of plastic resin.

**Reusable bottle** means a beverage container that is either (1) made from a plastic alternative such as stainless steel or glass, or (2) made of plastic other than polyethylene or polyvinyl chloride that is durable, non-toxic, and generally considered a food grade material.

**Non-carbonated water** means water which, by nature and after possible treatment and packaging, taking into consideration usual technical tolerance, does not contain free carbon dioxide in amounts larger than are necessary to keep the hydrogen carbonate salts present in the water dissolved.

### **Section 3. Use Regulations**

Except where required for public health and/or public safety purposes, or to comply with applicable regulations and statutes, the Town of Hingham shall not procure, sell, or distribute non-carbonated, unflavored drinking water in single-use plastic bottles of less than one gallon.

### **Section 4. Exemptions**

In the event of a declaration of an emergency (by the Emergency Management Director or other duly authorized Town, county, commonwealth or federal official) affecting the availability and/or quality of drinking water for residents of the Town of Hingham the Town shall be exempt from this policy until seven calendar days after such declaration has ended. Further, the Town shall be exempt from this policy for the purposes of distribution at significant public safety incidents, such as working fires or long-duration incidents that require members to rehydrate according to rehabilitation policies.

### **Section 5. Administration and Enforcement**

The administration and enforcement of this policy shall be the responsibility of the Town Administrator or their designee.

### **Section 6. Effective Date**

This policy shall become effective September 1, 2023.



### **MUTUAL CONFIDENTIALITY AGREEMENT**

THIS MUTUAL CONFIDENTIALITY AGREEMENT (the "Agreement") is made as of \_\_\_\_\_\_\_, by and between Centrica Business Solutions Services. A New York corporation located at Rosell Dr. Ballston Lake, New York 12019 ("Centrica"), and the Town of Hingham, a Massachusetts municipality with offices located at 210 Central St, Hingham, MA 02043 ("Hingham"). (each of the foregoing referred to individually as "Party" or collectively as the "Parties").

WHEREAS, the Parties desire to explore certain business opportunities, which may include deal structuring and project finance of energy related projects or otherwise (the "Proposal" or "Proposals"), and to preserve the confidential nature and all rights of the Parties in respect of confidential or proprietary information and trade secrets provided by one Party to the other Party in connection with the Proposal, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the receipt by the Parties from each other of Confidential Information for their mutual benefit in connection with the Proposal, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. Confidential Information Defined.

a. For the purpose of this Agreement, "Confidential Information" shall include this Agreement, the existence of negotiations between the Parties concerning the Proposal, and any and all data and other information of a Party (including data and other information of its Affiliates and subsidiaries and its and their respective customers, suppliers or other third parties) in whatever form maintained, whether oral or written, electronic or on computer disk, tangible, intangible, or otherwise, regardless of whether or not it has been marked confidential, received by the Recipient, whether prior to or after the date hereof, including information pertaining to (i) patents, trademarks, trade names, trade secrets, know-how, computer data, software and source codes, (ii) operational, sales, promotional and marketing strategies, methods, data, materials, techniques and studies (including information used by a Party in connection with the marketing, development, manufacture, assembly, fabrication or other production and quality control of a Party's products and services), (iii) financial and corporate records, including business and operating plans, forecasts, financial statements and results that have not been made public, (iv) information relating to past, current or prospective suppliers and/or customers, including customer lists, customer data (whether personal or personally identifiable information or aggregated or anonymized information), agreements, the relationship between a Party and its customers or suppliers, and the nature and type of products or services sold or provided under such relationship), or (v) any other information designated by the Discloser to be confidential, secret and/or proprietary. To the extent that Confidential Information shall include oral, nondocumentary or trade secrets, the Discloser shall identify it as confidential at the time of the disclosure and thereafter, reduce the same in writing within thirty (30) days thereof but, to the extent a trade secret, with enough specificity only to identify its existence and not the trade secret itself.



- b. Exclusions from Definition. The term Confidential Information does not include any information which (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of an unauthorized disclosure by any Party or its Agents), (ii) was available to the Recipient on a non-confidential basis from a source other than the Discloser, provided that such source is not and was not known by the Recipient to be bound by a confidentiality agreement or other duty of confidentiality that protected the Information, (iii) has been independently acquired or developed by the Recipient without violating any of its obligations under this Agreement and without use of or reference to any Confidential Information, or (iv) was in the lawful possession of the Recipient prior to disclosure.
- 2. <u>Nondisclosure Obligations</u>. Each Party that receives Confidential Information (the "**Recipient**") from the disclosing Party (the "**Discloser**") agrees that:
  - a. the Confidential Information will be used solely in connection with the Proposal;
  - b. it will safeguard the Confidential Information against disclosure by employing at least the same means to protect the Confidential Information as it uses to protect its own non-public, confidential, or proprietary information, but with not less than reasonable care;
  - c. it shall not, and shall cause its Affiliates, board members, officers, employees, agents, professional advisors, and/or consultants (collectively, "Representatives"), not to, at any time use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information without the prior written consent of the Discloser, except a Recipient may distribute the Confidential Information to its Representatives who need such Confidential Information for purposes of evaluating the Proposal. Provided however, that such Representatives understand and agree to the obligations hereunder further that any disclosure by such Representative is as though a disclosure by the Recipient directly; and
  - d. For purposes of this Agreement, "Affiliate" means a corporation or other legal entity that directly or indirectly controls or is controlled by the Party or is under common control with the Party; none of which may be a direct competitor of Centrica.
  - e. At any time during the term of this Agreement and for one year following termination or expiration of this Agreement, the Parties hereby irrevocably agree (i) not to directly or indirectly circumvent, bypass, or obviate the intent of this Agreement and (ii) not to accept any business opportunity related to the transactions contemplated herein which is first introduced by the other Party, without first receiving the written consent of the other Party.
- 3. Ownership; Return of Confidential Information.
  - a. Recipient acknowledges that the Confidential Information is and at all times remains the sole and exclusive property of Discloser and that Discloser has the exclusive right, title, or interest to its Confidential Information. No right or license, by implication or otherwise, is granted by Discloser under any patents, copyrights, trademarks, trade secrets, know-how, or other intellectual property rights or proprietary rights presently owned or subsequently owned by Discloser, as a



- result of disclosure of Confidential Information hereunder except for the limited, revocable, non-exclusive right to use such Confidential Information solely for the purpose of the Proposal.
- b. Upon request by the Discloser, the Recipient shall promptly (and in any event within ten (10) days) return (using accepted encryption techniques for stored or transmitted data as agreed by the Parties) or irretrievably destroy (in a secure manner as agreed by the Parties) (i) such Confidential Information, (ii) all copies or other reproductions thereof, (iii) all letters, notes and reports thereof, and (iv) all other materials, derived from the Confidential Information which are in the Recipient's control. If requested, the Recipient agrees to represent in writing to the Discloser that it has complied with the provisions of this paragraph. In no event will the Recipient be required to delete or destroy any Confidential Information if such action would violate any law, regulation or court order.
- c. Notwithstanding anything to the contrary herein, it is understood and agreed by all Parties that each Party's existing computer systems may, in the ordinary course of operation, be programmed to automatically create back-up copies of electronic files, and such automatic process may include all or portions of the Confidential Information. To the extent that such computer back-up procedures create copies of the Confidential Information in the ordinary course of operation, such Party may retain such copies in its archival or back-up computer storage for the period such Party normally archives backed-up computer records, provided that such archival or back-up copies are not accessed further, a Party's legal department or its outside counsel may retain copies of such Confidential Information in its legal archives for the purpose of determining obligations hereunder in the event of a dispute concerning the performance of this Agreement.
- 4. Representations and Warranties. No representations or warranties, express or implied, are made by either Party in connection with the accuracy or completeness of the Confidential Information and the Recipient releases the Discloser from any and all liability arising directly or indirectly out of or in connection with the Recipient's use of or reliance on any Confidential Information of the Discloser. Each Party represents and warrants to the other Party that this Agreement has been duly authorized by all necessary action, has been duly executed by an authorized person of such Party, and represents the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 5. Access to IT Systems. If a Party or its Representatives (the "Accessing Party") has access to any secure portion of the other Party's computer or information technology system or network ("IT System"), the following shall apply:
  - a. Accessing Party will not (i) attempt to gain unauthorized access to the other Party's or its Affiliates' IT Systems or any information or data contained therein; (ii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the other Party's or its Affiliates' IT Systems; (iii) use the other Party's or its Affiliates' IT Systems to post, transmit or store material or information in violation of any local, state, federal or foreign law, regulation or treaty, or any third party privacy or intellectual property rights, including without limitation those related to privacy, electronic communications, and anti-spam legislation; (iv) publish, post, upload, or otherwise transmit any information or data that contains any viruses,



Trojan horses, works, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another, or use the IT Systems of the other Party or its Affiliates to perpetrate a cyber attack or similar malicious conduct; or (v) use or permit the use of any tools in order to probe, scan, or attempt to penetrate or benchmark the other Party's or its Affiliates' IT Systems.

- b. Without limiting the foregoing, Accessing Party will establish, implement, and maintain a reasonable program of organizational, operational, administrative, physical, and technical safeguards appropriate to ensure compliance with this Section and as necessary to comply with and meet all applicable laws.
- c. In the event that the Accessing Party is in breach of this Section 5, or in the event of any accidental or unauthorized access to the other Party's or its Affiliates' IT Systems, or in the event of any disclosure, copying, use or modifications of any Proprietary Data (as defined below), the Accessing Party will use best efforts to immediately advise the other Party and to take all steps requested by the other Party (and all other reasonable steps) to remedy the same including, but not limited to, protecting the other Party's customers against the consequences of any accidental or unauthorized disclosure or use of Proprietary Data and providing all data security breach notifications required of either Party under any applicable law, at Accessing Party's sole cost and expense. As used in this Agreement, "Proprietary Data" includes all Confidential Information that is received by Accessing Party from the other Party (and/or its Affiliate(s)) or its or their IT Systems that is Confidential Information the possession, storage and/or disclosure of which is governed by any applicable law or regulation concerning privacy, data security and the protection of personally identifiable information.
- 6. Compliance with Legal Process. In the event the Recipient becomes legally compelled to disclose any of the Confidential Information, to the extent allowed by law, the Recipient shall give the Discloser prompt notice of such requirement so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Discloser waives compliance with the terms hereof, provided Recipient agrees to provide only that Confidential Information that it is advised by counsel it is legally required.
- 7. <u>Jurisdiction, Governing Law, Waiver of Jury Trial</u>. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the courts in New York County in the State of New York. This Agreement shall be interpreted, governed, and construed under the laws of the State of New York, without reference to its choice of law principles. EACH PARTY HEREBY IRREVOCABLY WAIVES THE RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SUIT, DEMAND, ACTION, AND CAUSE OF ACTION OR OTHER PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.
- 8. <u>Remedies for Breach</u>. The Parties both acknowledge that a breach of this Agreement would cause irreparable harm to the other party and expressly agree that monetary damages would be inadequate to compensate for any such breach. The Parties agree that in the event of a breach of this Agreement,



the Discloser shall be entitled to obtain equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any breach thereof, the prevailing party in such action or proceeding shall be entitled to its reasonable expenses and attorneys' fees and all reasonable costs and disbursements incurred.

9. Term. The term of the Agreement shall be for three (3) years provided however, the Parties' obligations under this Agreement will expire two (2) years from the date of receipt of the Confidential Information; provided, however, that with respect to Confidential Information constituting trade secrets or other legally protected information, the Parties' obligations hereunder shall extend until such time and for so long as such protection is afforded under applicable law, but in any event no less than two (2) years. The Parties agree and acknowledge that obligations of confidentiality provided herein are not indefinite nor terminable at will.

### 10. Miscellaneous.

- a. Neither Party may assign this Agreement or any interest herein (other than to an Affiliate) without the express prior written consent of the other Party, such consent not to be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns of the respective Parties.
- b. This Agreement shall in no way be construed to (i) preclude in any way either Party from pursuing any business opportunities in addition to the Proposal, subject to the confidentiality obligations set forth in this Agreement; (ii) establish any relationship or obligation between the Parties with respect to such business opportunities; or (iii) establish any relationship between the Parties with respect to the Proposal other than the confidentiality obligations set forth in this Agreement.
- c. Nothing in this Agreement shall obligate Discloser to provide any Confidential Information to Recipient. The Parties acknowledge and agree that unless and until a definitive agreement between Discloser and Recipient has been executed and delivered, none of Discloser, Recipient or any of their respective Agents shall be under any legal obligation of any kind whatsoever with respect to the Proposal opportunity by virtue of this Agreement except as set forth herein.
- d. This Agreement represents the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and may be amended, modified or waived only by a separate writing executed by both Parties.
- e. This Agreement may be executed and delivered (including by Email or facsimile transmission) by the Parties in separate counterparts by facsimile or in PDF format, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- f. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined by a court to be invalid, illegal or unenforceable, then the court making such determination shall



- replace such covenant or provision with one that is valid, legal and enforceable and reflects, as closely as possible, the Parties' intentions.
- g. The term "include" or "including" shall mean in each instance include or including "without limitation".
- 11. Notices; Delivery; Effectiveness. Any notice, request, demand or other formal communication required or permitted to be given by a Party pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) when delivered personally or by verifiable facsimile or Email transmission unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the United States mail, when sent by registered or certified mail, return receipt requested and postage prepaid, addressed as provided below.

### 12. Release of Onsite Liability.

- a. CENTRICA INDEMNIFICATION. During the audit of all Hingham-owned properties, buildings and locations Centrica shall indemnify, protect, defend and hold harmless, reimburse and defend Owner, its affiliates and their respective officers, directors, employees, agents and contractors from, for and against any and all third party claims for injury or death or damage to property due to the negligence or willful misconduct of Centrica.
- b. OWNER INDEMNIFICATION. During the audit of all Hingham-owned properties, buildings and locations Hingham shall indemnify, protect, defend and hold harmless, reimburse and defend Centrica, its affiliates and their respective officers, directors, employees, agents and contractors from, for and against any and all third party claims for injury or death or damage to property due to the negligence or willful misconduct of Hingham.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

CENTRICA	BUSINESS SOLUTIONS SERVICES, INC	TOWN OF HINGHAM	
Signed Name Title Date Email		Signed Name Title Date Email	
CONTACT I	FOR NOTICES UNDER THIS AGREEMENT		
Address	44 Bearfoot Road, Suite 200	Address	
	Northborough, MA 01532		



### **CENTRICA BUSINESS SOLUTIONS, Inc.**

44 Bearfoot Road, Suite 200 Northborough, MA 01532

Town of Hingham
Art Robert
Assistant Town Administrator / Operations roberta@hingham-ma.gov
781.741.1451 x 2409

Hingham Public Schools
Aisha Nelson Oppong
Director of Business & Support Services
aoppong@hinghamschools.org
781-741-1500

RE: MGL 25A, 11i, ENERGY MANAGEMENT SERVICES PROCUREMENT MODEL & THE PRELIMINARY FEASIBILITY ASSESMENT

Dear Mr. Robert and Ms. Nelson Oppong,

Centrica Business Solutions ("Centrica") is pleased to offer the Town of Hingham a no-cost energy Preliminary Feasibility Assessment in exploration of a potential "Energy Management Services" agreement.

**Energy Management Services Program:** The Department of Energy Resources ("DOER") offers Energy Management Services ("EMS") procurement options under MGL 25A, 11i, the enabling Massachusetts legislation for Energy Savings Performance Contracting ("ESPC"). The primary intent behind ESPC and the EMS legislation is to empower Federal, State and local government agencies, such as cities and towns, to leverage energy efficiency and energy cost savings to help pay for infrastructure and capital upgrades, while concurrently lowering greenhouse gas emissions.

Though cash can be used to pay for an EMS project, in whole or in part, a borrowing of some kind will typically be necessary, usually in the form of a bond or a tax-exempt lease purchase. These funds go to pay for any number of energy-efficient or energy-generating infrastructure improvements (from new lighting, to buildings envelope, HVAC improvements, solar systems, etc). In accordance with rules of the EMS laws, total energy cost savings generated by the project (i.e. by the new equipment) must exceed the annual debt service associated with the project. Typical projects for towns like Hingham vary widely in size between about \$2 and \$15 million, depending on the energy cost savings potential available.

Because the savings generated exceeds the cost of the project, across a maximum term of 20 years, upgrades can be paid for without budgeting for them. Once set up, the EMS model offers easy procurement for these capital upgrades, which concurrently addresses both deferred maintenance needs and sustainability goals, without impacting your annual budget. To achieve budget neutrality, and for borrowings to remain fully off-book, the 25A, 11i legislation requires that projects be bonded at 100% and that all savings be 100% guaranteed by enterprise level Energy Services Companies ("ESCO's"). Any number of easily procured project Phases, each of which would carry its own maximum term of 20-years, can be initiated and carried out as needed or desired and, depending on the Town's debt analysis and position, may use any combination of cash, grant, or borrowing to cover costs, notwithstanding, that guaranteed savings must always exceed the debt service.

### **Stages of the Energy Management Services Project:**



- Preliminary Feasibility Assessment ("PFA"): This preliminary, high-level audit/assessment is
  offered to demonstrate the value of the EMS procurement model and to confirm, for both
  Centrica and the Town, that guaranteed energy and cost savings opportunities/potential are
  sufficient to generate the cash flow often needed to support a 25A, 11i project. At this
  preliminary stage there is no risk to the Municipality.
- Request for Qualifications ("RFQ): Once the Municipality is presented with the PFA and assesses
  that a project is desirable, they notify and submit a draft RFQ to DOER. Upon DOER's approval,
  the Municipality posts the RFQ to the Central Register, to which, in the case of Hingham,
  Centrica will almost certainly respond. The Municipality then evaluates the RFQ responses and,
  according to their specific criteria, selects the most qualified ESCO.
- Investment Grade Audit ("IGA"): Once selected, the ESCO and Municipality will enter into an IGA Agreement. This detailed audit stage represents a significant investment for the ESCO. Though there is no up-front cost to the Municipality for the IGA, these costs are included and rolled into the total cost of the executed project. In the event the Municipality decides not to move forward with a project they will pay the ESCO a pre-negotiated "breakup fee."
- Energy Management Services (EMS) Agreement: Upon the Municipality's final scope approval, the savings guarantee and the measurement and verification protocols, the ESCO and Municipality will execute an EMS Agreement.
- Financing: The Municipality will determine how to pay or finance the project with any combination of sources (cash, incentives, grants, debt) to maximize their dollar value, and secure third-party financing where necessary, which the ESCO can help with.
- Implementation/Construction: ESCO builds the project agreed to in the EMS Agreement
- Measurement and Verification: ESCO, over the course of the 20 year terms, will measure and verify their guaranteed savings according to the M&V plan included in the EMS Agreement.

**Project Initiation:** As indicated above, the project starts with a Preliminary Feasibility Assessment or PFA. This assessment comes with no cost and no risk to the Municipality. If we find, upon completion of the analysis, that there is no opportunity, or if Hingham does not feel it makes sense to move forward with a project for any reason, there is no cost or penalty.

Preliminary Feasibility Assessment (PFA): The PFA starts with a utility bill and utility consumption analysis. This requires that Hingham share the most recent electric, gas and water bill(s) available for each building they want included in the Phase 1 scope. After receiving and analyzing the bills, Centrica will visit all buildings included in the project.

At this audit stage, the site visit will seek to identify energy-consuming equipment on site and determine a rough estimate of energy load and consumption. Only mechanical and open spaces need to be accessed, along with one or two empty classrooms. Upon arrival or perhaps by phone, Centrica will hope to interview relevant facility staff in order to get a basic understanding of building operations and the particular "pain points", prior to walking the facility. This preliminary, high-level audit/assessment is offered to demonstrate the value of the EMS procurement model and to confirm, for both Centrica and the Town, that guaranteed cost savings and cash flow are sufficient to support a project that Hingham might envision.

### Prior to initiation of the PFA:

• Site visits will be scheduled in advance between Chris Pimentel, Centrica's Sr. Account Executive on the project, and a point person(s) assigned by Hingham. Such coordination and approval from Hingham's point person(s) will be necessary prior to any initial and follow-up site visits.



- All persons representing Centrica that enter Hingham buildings in furtherance of the EMS project will undergo CORI checks prior to visiting any Hingham sites.
- An agreement will be executed to restrict the use of Hingham's shared or collected data from being used outside this project and that releases Hingham from liability or responsibility for any personnel representing Centrica while they are on Hingham property.

**Cost Statement**: There is no cost or risk associated with the Preliminary Feasibility Assessment stage of this project. There are no requirements and nothing binding on Hingham that would require any action or payment whatsoever should they decide not to move a project forward with Centrica after the PFA.

Attached with this memo please find a Mutual NDA with the requested liability language included therein. We hope you find this satisfactory and look forward to working with the town of Hingham.

Chris Pimentel, JD, CEM

Sr. Account Exec

**Centrica Business Solutions** 

E. chris.pimentel@centrica.com

O. 1-518-406-0349

M. 1-617-733-7931

## Memorandum of Understanding between the Hingham Recreation Commission, School Committee and Select Board

Governance: Recreation Commission, School Committee, and Select Board

### **Overall Goals:**

- Provide effective, efficient, and fiscally responsible management of all athletic fields in Hingham
- Implement the recommendation of the Weston & Sampson town-wide athletic field and court study completed in 2020 that recommended that management of all town fields be consolidated under one department
- The governance group acknowledges that this document shall be reviewed annually for recommendations
- Budgets for field maintenance will be agreed upon and worked out by this group on an annual basis to coincide with the Town budget schedule

### Roles:

### The Recreation Department will:

- Permit and schedule all fields listed on the permit
- Collect user fees for all fields
- Manage turf maintenance within operating budget and fees
- Procure outsourced services
- Secure seasonal staff
- Work with groups using the fields to ensure compliance with field regulations and guidelines

### The School Department will:

- Ensure that the School Facilities Director and the Athletic Director regularly communicate school field maintenance needs
- Share field schedules
  Transfer \$41,200 to the Recreation Department in FY '24. In FY 25, and FY '26 the School
  Committee will transfer a mutually agreed upon amount taking into account the previous
  calendar year's inflation
- Forego collecting fees on athletic field permits

### The Select Board will:

- Allocate \$264,957 for the Field Maintenance budget in FY'24. In FY 25, and FY '26 the Select Board will work with the Recreation Commission to determine appropriate funding for the Field Maintenance budget, taking into account the previous calendar year's inflation.

### The Task Force:

A group consisting of the Recreation Director, the chair of the Recreation Commission, a School

Committee member, the Schools Business Director, the School Facilities Director, the Athletic Director, a member of the Select Board, and the Town Administrator/designee will meet bi-annually to monitor MOU implementation. The Town Administrator will also include a DPW representative as needed.

The Task Force will use the 2020 "Hingham Athletic Fields and Outdoor Courts Study" to coordinate the prioritization of limited capital resources to fields-related capital projects. TF members will communicate intent to bring forward projects from this study for funding. The School Department, Recreation Department, and Select Board will work together to determine appropriate implementation timing and funding.

### Other:

- School Department and Recreation programs and events will have the highest priority when scheduling field use. School Department events will have the highest priority when scheduling field use on School property.
- The Recreation Department will work with the HPS facilities team to resolve issues of damage should they arise.
- The School Department will be fully reimbursed for any, and all, ancillary costs incurred by permit holders.
- The School Department and Recreation Department will review the permit and user fees every vear.
- The field maintenance budget does not cover the cost of existing school staff dedicated to other athletic field maintenance.
- The School Department and the Recreation Department will communicate regarding Recreation Department activities that occur after school and any issues or needs that arise from such activities.

**Appendix:** Town of Hingham Outdoor Recreational Facility Permits

Select Board	School Committee	Recreation Commission
Elizalth M.	ر	
Liz Klein, Chair	Nes Correnti, Chair	Vicki Donlon, Chair
Tom Mayo, Town Administrator	Dr. Margaret Adams, Superintendent	
1/25/23		7/26/23
Date	Date	Date /



# Town of Hingham Outdoor Recreational Facilities Permit

210 Central Street, Hingham MA 02043 • 781-741-1464 • www.hinghamrec.com

### TOWN OF HINGHAM FIELD USE POLICY

The Town of Hingham Recreation Department coordinates and schedules the use of outdoor athletic fields, courts and recreational facilities (collectively the "Outdoor Recreational Facilities") under the jurisdiction of the Board of Selectmen, School Committee, and Hingham Recreation Commission. The purpose of this policy is to establish an orderly and fair procedure for the reserving of Town of Hingham Outdoor Recreational Facilities for the purposes of practices, games and other activities. It is the intent of this policy to balance the increase in demand for such organized uses with the maintenance, renovation, and rest necessary to protect the long-term playability of our Outdoor Recreational Facilities and ensure participant safety.

All Outdoor Recreational Facilities participants are expected to adhere to the following guidelines to help keep our Outdoor Recreational Facilities in an acceptable condition for public use. Violation of these guidelines may result in fines, revocation of permits or the loss of future permitting or use privileges: Permit holders are required to see that players and spectators adhere to all following policies.

### **PERMITTING PROCEDURES**

- Submit a completed Outdoor Recreational Facilities Application (page 2) along with payment via check made payable to: "Hingham Recreation", or credit card to the Hingham Recreation office.
- Include a copy of the organization's insurance certificate. It must be for a minimum of \$1,000,000
  qeneral liability coverage and the Town of Hingham must be named as an additional insured.
- Any organization that uses employees, volunteers, vendors or contractors and provides activities or
  programs to children 18 years of age or younger must sign the section of the permit acknowledging
  that their organization CORI checks all employees, volunteers, vendors or contractors, as required by
  Massachusetts General Laws (M.G.L. c. 6, § 172H).

### PERMITTING PRIORITY

**TIER 1:** Hingham Public Schools, Hingham Recreation Programs

TIER 2: Hingham Youth Sport Organizations (501(c)(3))

**TIER 3:** Adult Leagues, Private Individuals, Hingham Private Schools, Hingham based Clubs/AAU teams under \$500 per registration

TIER 4: For Profit Organizations, Clubs/AAU Teams over \$500 per registration

### **POLICIES**

### **General Policies**

- The allocation of Outdoor Recreational Facilities will be managed by the Director of Recreation and will be based on priority, field conditions, and scheduled field renovations.
- Any organized activity held at Hingham's Outdoor Recreational Facilities shall require a permit.
   This includes any type of practice, game, clinic or any other activity clearly being lead by a coach or adult organizer.
- Dogs are NOT permitted on baseball/softball fields that are enclosed by a fence. The Town bylaws regarding dogs will apply to all other Outdoor Recreational Facilities.
- · All fields must be vacated by dark.
- No selling of food, beverages or merchandise on Town of Hingham Outdoor Recreational Facilities will
  be allowed without an approved concession permit.
- The individual/organization who signs the permit application assumes the responsibility for any
  accidents, injuries or damages that may occur at the Outdoor Recreational Facilities or to equipment.
  The applicant will be held responsible for the cost of repairs as a result of any damage.
- · Accidents, injuries or damages MUST be reported to Hingham Recreation Department Staff.
- The Recreation Department may require applicant to place portable toilets at the Outdoor Recreational Facility. All costs for these portable toilets shall be the sole responsibility of the applicant.
- A permit may not be assigned to a different individual/organization.
- Town equipment and materials are not for public use unless permission was granted by the Director
  of Recreation.
- The use of tobacco and the possession or use of alcohol, narcotics or controlled substances on Town of Hingham Outdoor Recreational Facilities is prohibited.
- In the event of a conflict in reservations between school activity and a previously scheduled non school
  activity, the school request will take precedence.
- Police, fire, or supervisory coverage may be required at the discretion of the School Department and/ or Recreation Department. It is the permit holder's responsibility to make arrangements to provide any required coverage.
- Fires and Grilling. Only gas or charcoal grills may be used outside on school property for preparing food. Any use must be approved by the Principal and take place in an agreed upon location. All grills must be attended by an authorized adult at all times. Clean up of all grills must be completed after they have cooled completely, ashes disposed of properly and removed from the school property. Open flame fires are permitted only with the approval of the School Principal and with Hingham Fire Department permission. All such fires must be completely extinguished and ashes disposed of properly.

### **Weather Cancellations**

The Hingham Recreation Director reserves the right to officially close Outdoor Recreational Facilities due to inclement weather. However, regardless of whether a field is officially closed or not, a practice, game or other activity should not commence or continue if: the field has standing water on it, footing is unsafe; lightning is in close proximity: and/or the turf is "squishy" when you step on it.

When in doubt, permit holders and or league officials should choose to cancel practices, games or other activities in inclement weather. Playing on a saturated field can ruin the turf for the rest of the season.

Since lightning can strike up to 10 miles from a storm, participants should seek safe shelter as soon
as they hear thunder or see lightning. The participants should wait 30 minutes without hearing
thunder or seeing lighting before returning to the Outdoor Recreational Facility.

### Maintenance / Trash Policies

- An Outdoor Recreational Facility with standing water is automatically closed.
- No unauthorized maintenance work may be done on any Town Outdoor Recreational Facility, including removal of standing water.
- No littering. All trash must be picked up and placed in the nearest receptacle or carried away for proper disposal. All recyclables must be picked up and placed in the nearest recycling receptacle or carried away for proper disposal.
- Individuals/Organizations using Outdoor Recreational Facilities are responsible for supervising the
  participants during use of the Outdoor Recreational Facilities and making sure the area is clean after
  completion of activities. If clean up must be undertaken by Recreation Department Staff, a custodial
  charge will be issued to the permit holder. At the completion of each function all Outdoor Recreational
  Facilities must be left as they were found.
- To protect the playing fields from long-term damage, the following guidelines must be adhered to regardless of weather, a practice, game or other activity should not commence, or continue, on a field if:
  - The field has been closed by the Town for any reason.
  - The field has standing water on it or saturated with water.
  - The field is deemed unsafe.
  - Once a game begins, the league official is responsible for the decision to suspend a game due to the above or other conditions.

### **Outdoor Court Policy:**

Outdoor Courts (Tennis, Basketball, Volleyball, Hockey, Skate Park) are free and accessible to Hingham residents – first-come-first-served. No scheduling or permit required.

### PRIVATE TENNIS LESSONS are permitted under the following conditions:

- Lesson provider must complete an Outdoor Recreational Facilities Application (page 2) to reserve a
  court through the Hingham Recreation Department and provide a Certificate of Liability Insurance per
  the specifications above.
- All reservations for private lessons will be charged \$10 per hour. Maximum one court per hour, per lesson provider.
- Lesson providers must produce a permit upon request at all times during court use.
- Lessons are limited to 4 people or less. Each group must meet a 50% Hingham residency requirement.
- If lesson is being taught to one individual, then that individual must be a Hingham resident.

### **APPLICATION FOR THE USE OF OUTDOOR RECREATIONAL FACILITIES**

**OUTDOOR FIELD / COURTS** 

Check the box of the chosen field.

\*Typically not available to permit; call the Rec office to inquire 781-741-1464.

\*Bradley Woods Field

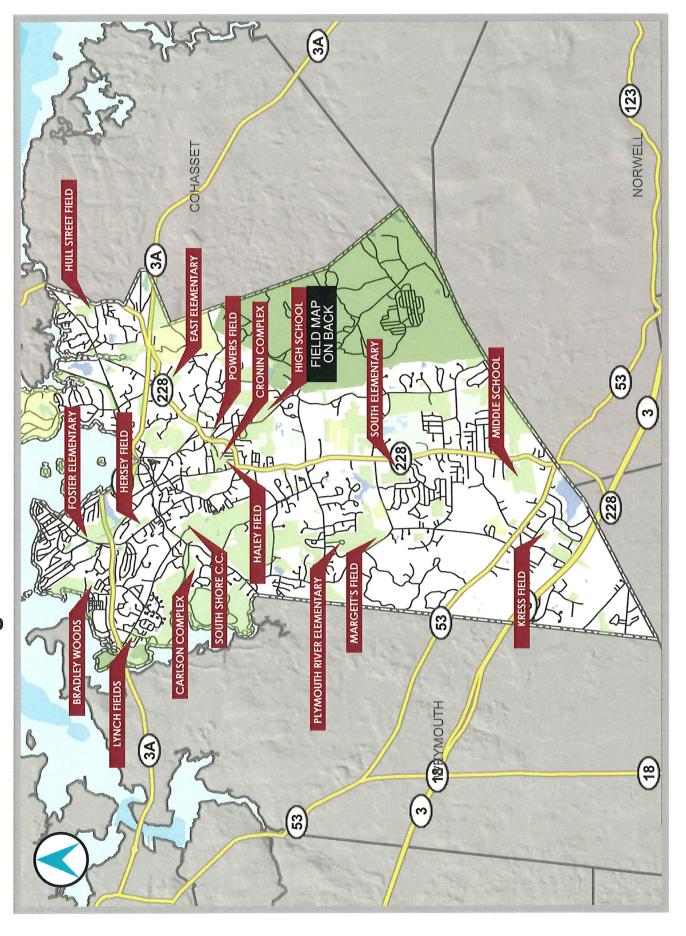
Please fill out one (1) application for EACH request and send to:

Email: info@hinghamrec.com • Mail: Hingham Recreation Dept, 210 Central Street, Hingham, MA 02043

Questions? Contact the Rec Department: 781-741-1464 or info@hinghamrec.com

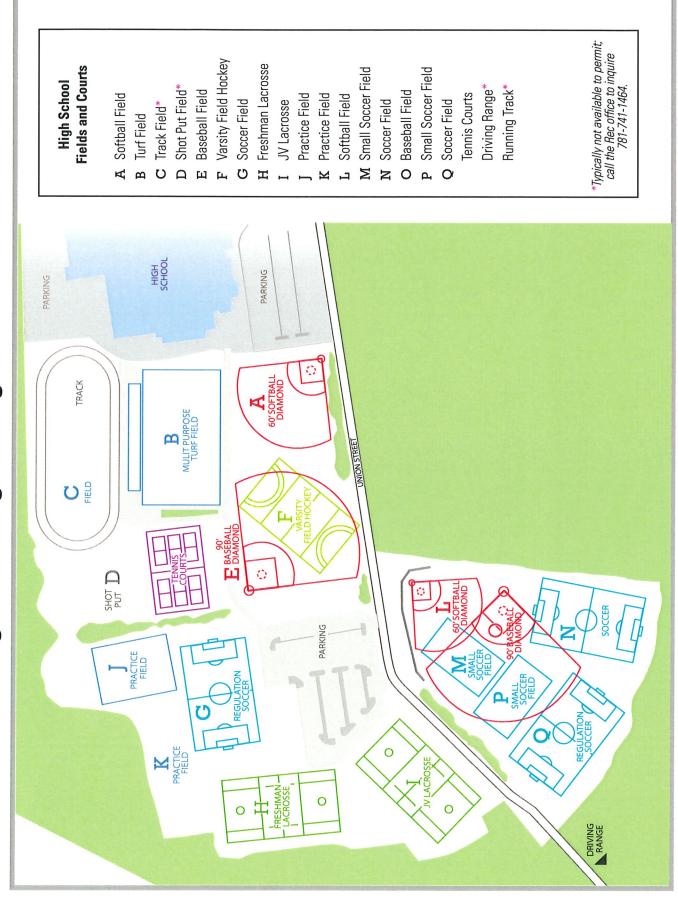
COL	NTACT INFORMATION		Carlson Fields ☐ Field A
			Field B
Responsible Person	Telephone (Home)		☐ Softball Field ☐ Baseball Field *Basketball Courts (2), Skate Park (1)
Individual / Organization (Applicant)	Telephone (Cell)		Cronin Fields
mulviduary organization (Applicant)	retephone (cen)		Soccer Field Baseball Field
Address	Email		☐ Tennis Courts
OUTDOOR RECREATION	NAL FACILITIES REQUEST INFORM	IATION	<ul><li>Running Track</li><li>*Basketball Court (1), Volleyball Court (1),</li></ul>
1. Outdoor Recreation Facilities Requested (also ch	eck box in gray area):		Outdoor Hockey (1)
2. Date(s):	3. Time(s):		East School ☐ Upper Field ☐ Lower Field
☐ This is a 1-time activity # expected to att	end:	Will you charge an admission fee?	Foster School
l		☐ Yes ☐ No	☐ Soccer Field ☐ Baseball/Softball Field
			Tennis Courts *Basketball Courts (3)
	MIT FEE SCHEDULE	CHOOSE YOUR ORGANIZATION'S CATEGORY	☐ Haley Baseball Field
TIER 1: No Fee	TIER 3:	\$30 / hour* Hingham Private Schools, Hingham-based	☐ Hersey Baseball Field
Hingham Public Schools, Hingham Recreation Programs	Clubs, AAU Teams under \$500 per r	registration, \$50/hour for artificial turf field	High School
TIER 2: \$10 / participant / season* Hingham Youth Sport Organizations (501(c)(3))	*Baseball/Softball organizations incur an add	ditional \$5 Infield Fee per participant, per season.	☐ Softball Field (A)
*Baseball/Softball organizations incur an additional \$5 Infield Fee per	TIER 4:	\$50 / hour*	☐ Softball Field (L) ☐ Turf Field (B)
participant, per season.	For-Profit Organizations, AAU Teams artificial turf field	s over \$500 per registration, \$100/hour for	■ Baseball Field (E)
		ditional \$5 Infield Fee per participant, per season.	☐ Baseball Field (O) ☐ Freshman Lacrosse (H)
*THE RECREATION COMMISSION RESERVES THE RIGHT TO ADJUST FEES AT	ITS DISCRETION. PRIV	VATE LESSON TENNIS COURTS RENTALS \$10 / HOUR.	☐ JV Lacrosse (I)☐ Varsity Field Hockey (F)
			Practice Field (J) Practice Field (K)
·	GREEMENT – MANDATORY (Plea		☐ Soccer Field (G)
I have read and agree to comply with Outdoor Recreational this permit. I will assume responsibility for the payment of any fees a			Soccer Field (N) Soccer Field (Q)
for failure to comply with the policies governing Town of Hingham Ou		ii necreation bepartinent may revoke tins pennit	Small Soccer Field (M) Small Soccer Field (P)
CERTII	FICATE OF INSURANCE		☐ Running Track
I have attached a certificate of insurance showing general		n of Hingham as an "additional insured".	☐ Tennis Courts *Driving Range
	YOUTH ORGANIZATIONS	·	*Hull Street Field
I certify that our organization is C.O.R.I. certified and that all e		ors have been CORI checked as required by MA	Kress Field
state laws (M.G.L. c. 6, § 172H).	mpioross, tolumosis, toluois oi comitacio	ord have been corn encoured as required by min	☐ Baseball/Softball☐ Practice
	R ALL APPLICANTS		*Basketball Court (1)
I certify that the permit holder shall comply with all laws app	olicable to the use of the Outdoor Recreat	tional Facilities (including, but not limited to, the	Lynch Field ☐ Field #1 - Little league Field
Massachusetts Anti-Hazing Law (MGL 269, Sections 17-19) and the N	lassachusetts Anti-Bullying Law (MGL Ch	napter 71, Section 370) to the extent applicable).	☐ Field #2 - Little league Field
The Recreation Commission, Board of Selectmen, School Committee			☐ Field A ☐ Field B
age. The permit holder does hereby release, indemnify and hold harm agents and/or volunteers from and against any and all claims, action			Middle School
arising from the organization's use of the Town of Hingham Outdoor F		damages, costs, expenses, and attorney s rees	☐ Field #1 (nearest to driveway) ☐ Field #2 (behind Field #1)
·			☐ Baseball Field
AUTHORIZED SIGNATURE OF APPLICANT		DATE	☐ Tennis Courts
PRINT NAME AND TITLE HERE			Margett's Field ☐ Field #1 (Front) ☐ Field #2 (Back)
DAVMENTO FOR DEDMITO	ICT DE MADE AT THE TIME	OF ADDOMAL	☐ Powers Softball Field
— PAYMENTS FOR PERMITS MU FOR OFFICE USE ONLY	STRE MADE ALTHE HIME		Plymouth River School
FOR OFFIGE USE UNLT		FEE PAID Date:	☐ Softball Field ☐ Tennis Courts
		☐ Credit Card ☐ Check #	Small Field behind School *Basketball Court (1)
	TE REC'D DATE APPROVED	Payable to: Hingham Recreation	South School Softball Field
OR HIS DESIGNEE			*Basketball Court (1)

# Town of Hingham Athletic Fields & Outdoor Courts



HINGHAM RECREATION DEPARTMENT • 210 Central Street, Hingham MA 02043 • 781-741-1464 • www.hinghamrec.com

# Hingham High School Fields & Courts Town of Hingham -



HINGHAM RECREATION DEPARTMENT • 210 Central Street, Hingham MA 02043 • 781-741-1464 • www.hinghamrec.com



### **HINGHAM PUBLIC SCHOOLS**

220 Central Street • Hingham, Massachusetts 02043
781-741-1500 VOICE • 781-749-7457 FAX
madams@hinghamschools.org
www.hinghamschools.com

Margaret Adams, Ed.D. Superintendent of Schools

To: Hingham Public Schools School Committee

From: Dr. Margaret Adams, Superintendent

Dr. Barbara Cataldo, Interim Executive Director for Student Services

Subject: Change in Student Services Legal Counsel

Date: August 7, 2023

The following is to request a change of legal counsel for Student Services from Murphy, Hess, Toomey & Lehane to the Lyons Law Group for the 2023-2024 school year. The Lyons Law Group is a small firm located on the South Shore that specializes only in providing district legal services in special education and issues related to student services. Lyons Law Group has a well-established practice that is used by many surrounding school districts.

The rationale for the request is to support the needs of Student Services, including:

- Collaboration with a smaller firm that specializes in providing district support in special education and other related student services will help strengthen our ability to strengthen our current programming both in student services and special education programming.
- Catherine Lyons, the principal, has previous experience as an educator including as a speech and language pathologist. This firsthand experience with the needs of districts, students, and families will improve our ability to support families, staff, and students.
- As a smaller firm, their rates are less than the current provider. The rate per hour is estimated to be 20% less an hour.
- The Lyons Law Group has well-established relationships with many advocates and legal counsel used by families in the South Shore. These relationships can support and strengthen our collaboration with the families of our students of special needs.
- The Lyons Law Group has a well-established track record of providing professional development services that build and strengthen the implementation of processes and procedures for special education and other student services. Many of our staff have attended past professional seminars led by the principal, Catherine Lyons. These sessions are well-known in the state and nationally by special education and student services administrators. This strong background and experience in professional development will strengthen our programs in student services.

• Thus, in addition to supporting the resolution of cases, the Lyons Law Group will work to advise us on the procedural and substantive aspects of the law, practical implications, and best practices for ensuring and maintaining compliance.

In the spring of 2024, we propose the creation of a committee in conjunction with the school committee to review and interview potential counsels for student services.

### **HINGHAM PUBLIC SCHOOLS**

# FIELD TRIPS ARE NOT TO BE SCHEDULED DURING THE FIRST OR LAST WEEK OF ANY TERM. NO SOPHOMORES MAY GO ON FIELD TRIPS IN THE MONTH OF MARCH. NO FIELD TRIPS ARE TO BE SCHEDULED DURING MAY AND JUNE.

Field Trip Planning Sheet – Grades 6 – 12 (Should be submitted at least four (4) weeks in advance)

Date: April 11-19, 2024 Time Leaving: TBD Time Returning: TBD  Contact Person: Joseph Young Telephone: 781-741-1560 x1970  No. pupils in class: Chorus: 15, GCP: + No. pupils going: Chorus: 9, GCP: 11+ (Published list to faculty one week in advance and revised list on day of field trip)  Provisions for students not going: Trip is primarily during April vacation; no provisions necessary  Potential hazards/safeguards: International trip; heighlened supervision necessary  Necessary CORI Forms Completed  Estimated costs per student: \$3,700 Ratio of students/chaperones: 10: 1  Crost Pald By: families of participants Transportation Paid By: families of participants  * Educational Objective(s): Students will broaden their cultural awareness to include artistic, architectural, historical, musical, social, and natural features of the nation of Portugal.  * Methodology/Integration with Core Curriculum: Music of the Iberian peninsula will be included in repertoire planning for the chorus program in 2023-24.  Preparation: Extensive planning will continue with our travel partners, Contemporary Tours, as we customize the itinerary to optimize the learning experience, participant safety, and enjoyable opportunities for all.  Follow up: Feedback will be solicited from participants and families upon completion of the trip.  Describe the availability of financial aid for students in need. Families who request fundralsing opportunities or financial assistance will have support via organized fundralsers or other initiatives targeted for specific situations.  Describe the availability of travel insurance for families in case of cancellation. Travel insurance is available as an additional option, offered by an affiliate of the tour company. CFAR (cancel for any reason) insurance is available as a coverage option Describe any provisions being made for COVID-19. Continued monitoring of the local and global situation.  Signature School Employee Sponsoring Trip: Approved: Date: Director, if applicable Date:	Teacher(s): Joseph Young	Grade/Course and Section: Chorus, GCP	
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	Approv	ed: Date Hingham School Committee (if applicable)	<b>3:</b>

\* Use another sheet if needed

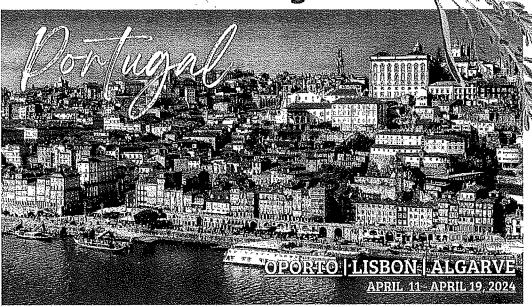
Prior to submitting your <u>Field Trip Packet</u> to Mr. Swanson and the School Committee for approval, please visit this <u>new website</u> to preview a list of other trips being offered. It is our hope that one central location with current HHS travel opportunities will assist in your planning and diversify the offerings. If you would like your trip listed on this website once it is approved, please email Erica Pollard with your name, contact information, the tour name, tour date, who the tour is open to, and the itinerary or enrollment link.

Copies to the Building Principal and Director

Staff are required to submit a "Disclosure Form" if applicable.

Revised: 10/22

CT42352 Hingham HS



### Day 1 | Thursday, April 11, 2024; Depart USA

We depart the USA today on our overnight transatlantic flight to **Portugal**. Meal and snacks are served on board.

### <u>Day 2 | Friday, April 12, 2024: Portugal -</u> Arriyal

Upon arrival in **Oporto**, proceed to the hotel for check-in with the remainder of the afternoon free for rest and relaxation. Attend your **Welcome Dinner** at the hotel this evening. (D)

### <u>Day 3 | Saturday, April 13, 2024: Oporto -</u> <u>Braga - Guimaraes - Oporto - Concert</u> Performance I

Start the day with breakfast at the hotel then begin your journey with a visit to the village of **Braga**, founded by the Celts in 300 BC. Today, we will also see sights of the **Cathedral**, and walk the old streets of the medieval center of Braga. On the outskirts stands the Bom Jesus do Monte with its monumental baroque staircase, Afterward, we'll visit **Guimaraes, Portugal's birthplace**, with its medieval castle and walls. Here, we will walk the historical center. Return to **Oporto** for **dinner** at our hotel and **prepare for this evening's concert performance**. (B, D)

### <u>Day 4 | Sunday, April 14, 2024: Oporto -Coimbra - Lisbon</u>

Have breakfast at the hotel. Then, this morning we will depart Oporto en route to the ancient university town of Coimbra, one of Europe's major learning centers. Included are visits to the Old City, the University of Coimbra, the Library, and the Old Cathedral. Also, visit a Cork Factory or Olive Farm. After, enjoy a scenic ride to Lisbon, the Capital City of Portugal. Upon arrival, check in and relax prior to dinner at the hotel. (B, D)

### 9-Day Tour Includes:

- Roundtrip international airfare
- 7 Nights accommodation
- Breakfast daily and dinner nightly
- Motorcoach and professional tour guide
- Concert performances for the choir
- Other admissions as per itinerary

### Tour Cost:

\$3,799 per person DBL \$4,499 per person SGL

(Based on 30 participants)

### Tour Cost:

\$3,999 per person DBL \$4,695 per person SGL

(Based on 25 participants)







### Day 5 | Monday, April 15, 2024: Lisbon - Concert Performance II

Lisbon, the capital city of Portugal, lies on seven hills at the estuary of the River Tagus. This lively, international city offers a fascinating combination of the old and new with magnificent vistas from its many belvederes, tree-shaded avenues, public gardens, and fountains, as well as a wealth of monuments, museums, and churches. Opportunity to visit a visual arts museum like Museu Nacional do Azulejo or Calouste Gulbenkian. At the time of the great discoveries, Lisbon became the world's center for trade in spices, silks, jewels, and gold. Examples of her fabulous wealth are in evidence everywhere in the Manueline architecture of Lisbon's churches, monasteries, and palaces. After breakfast, a guided tour orients us to the city with views of the Monument of the Discoveries and the Tower of Belem, from where the great explorers set sail. In the afternoon we'll have a Musical Exchange with a local school. This evening we will enjoy dinner at the hotel prior to an evening concert performance. (B, D)

### Day 6 | Tuesday, April 16, 2024; Lisbon - Evora - Algarve

We will depart Lisbon this morning, stopping in Evora, where a massive wall surrounds its medieval center. A guided walking tour through its narrow alleys takes us to the Roman Temple, the early Gothic Cathedral, Portas de Moura Fountain and Sao Francisco Church. We'll also visit the Ossuary Chapel, whose walls are covered with thousands of human bones and skulls. This afternoon, we proceed across the arid Alentejo plain en route to the Algarve. We will arrive at the hotel for check-in and some free time prior to an evening dinner. (B, D)

### <u>Day 7 | Wednesday, April 17, 2024; Albufeira - Faro</u>

This morning after breakfast, enjoy a visit to **Albufeira** and a guided tour of **Faro** where we will discover the main city of the **Algarve** region. Then, visit the **Old Town**, and the **13th-Century Cathedral**. In the afternoon, we will attend a **Classical Choir Show** (subject to confirmation). Have **dinner** at the hotel. (B, D)

### Day 8 | Thursday, April 18, 2024; Nazarè - Fado Dinner

After breakfast depart for Nazaré, a place well-known for its fresh fish and seafood. After having lunch on your own, ride all the way up to "Sítio da Nazaré". Here we shall visit the Chapel of the Memory, built in 1182 in a cave next to Nazaré Promontory marking the memory of the legend of Nazaré. We will also visit the Sanctuary of Nossa Senhora da Nazaré, a place that has received many pilgrimages over the centuries bringing together people from every social class including the Royal Family. From Farol da Nazaré, we will have views over "Praia do Norte", a very famous beach within the surfing community and mainly known as the place where Garrett McNamara surfed — for the first time — the tallest wave ever in 2011 which was precisely 23,77 meters tall! This amazing feature granted him a place on the Guinness Book of Records, as well as positioning Praia do Norte on the world map of surf. On the 8th of November 2017, this record was beaten by a Brazilian surfer called Rodrigo Koxa, having caught a wave 61cm taller than Garret's wave (24,38 meters tall)! Return to Lisbon to enjoy your Farewell Fado Dinner. (B, D)

### <u>Day 9 | Friday, April 19, 2024: Portugal - Departure</u>

Have breakfast at the hotel. At the appointed time, depart to the airport for your return flight home. (B)

### Please Note:

- This proposal is accurate as of today, July 18, 2023, and is subject to availability and revision without notice when owing to circumstances beyond the control of Contemporary Tours up until final payment is received.
- Tour Cost includes all items as per the itinerary.
- The cost of the program is based on the value of the Euro as of today, July 18, 2023. In the event of a change, we reserve the right to adjust the land cost accordingly up until final payment is received.
- Airfare taxes and fuel surcharges are subject to a possible increase until final payment is made.
  Baggage fees are not included. The Tour Cost may be adjusted any time after the signing of the tour
  agreement as a result of requested or required changes (e.g. based on supplier availability) to the
  Tour Inclusions, itinerary or group size. Any changes to the Tour Cost will be reflected on Group's final
  invoice.
- Trip Cancellation Insurance premium is determined by the total cost of the sum of the international airfare and the land program. Speak with a Contemporary Tours Representative for details.



### COMMERCIAL LEASE

Unit A-450, 293 Libbey Industrial Parkway, Weymouth, MA.

- 1. **PARTIES:** GIDEON LLC, 29 Reef Point, Hull, Massachusetts 02045 (hereinafter referred to as "LESSOR"), which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Hingham Public Schools (hereinafter referred to as "LESSEE"), which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
- 2. **PREMISES**: Unit A-450, 293 Libbey Industrial Parkway, Weymouth, MA. of the LIBBEY PARKWAY BUSINESS CONDOMINIUM created by Master Deed dated February 25, 2002 and recorded with the Norfolk County Registry of Deeds at Book 16275, Page 359 and amended and restated in its entirety by Amended and Restated Master Deed dated April 17, 2002 and recorded in said Deeds at Book 16536, Page 378 (the "Master Deed"), said unit containing approximately 4,000+/- square feet of warehouse/office area, together with an approximately 5% interest in the common area and facilities of the Condominium and access to 4-6 common parking spaces, with all appurtenances thereto, as shown on the plan attached hereto as Exhibit A (hereinafter "the Unit" or "the Premises").
- 3. **TERM**: The lease term shall be from July 10, 2023 to June 30, 2024, with an option to renew for up to two additional one-year periods.
- 4. **RENT**: The LESSEE shall pay to the LESSOR rent as scheduled below. All rent payments shall be payable in advance in equally monthly installments. The installments shall be as follows:

Year One: An annual rate of \$66,000, paid monthly on or about 12<sup>th</sup> of each month at a rate of \$5,500 per month.

Year Two (Optional): An annual rate of \$67,896, paid monthly on or about 12<sup>th</sup> of each month at a rate of \$5,658 per month. The LESSEE shall provide notice of vacancy by May 15, 2024.

Year Three (Optional): An annual rate of \$69,996, paid monthly on or about 12<sup>th</sup> of each month at a rate of \$5,833 per month. The LESSEE shall provide notice of vacancy by May 15, 2025.

5. **SECURITY DEPOSIT**: Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount \$10,000, which shall represent first month's rent, and security deposit (the security deposit to be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof). There shall be no obligation for the LESSOR to hold the Security Deposit in a separate or segregated account and LESSEE shall not be entitled to interest payments on the Security Deposit.

6. **UTILITIES AND TRASH REMOVAL**: The Lessor shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises.

LESSOR shall be responsible to pay, as they become due, all bills for normal trash removal from the Unit.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned.

7. **USE OF LEASED PREMISES:** The lessee shall use the property to operate an advanced educational woodshop. No occupation or activity shall be conducted in the Premises or use made thereof which will be unlawful, improper, or offensive, or contrary to any federal or state law or any municipal by-law or ordinance in force in the city or town in which the Premises are situated.

LESSEE also acknowledges that this Lease is subject to the terms and conditions of the applicable Condominium Documents, including the Condominium Trust and the Master Deed, as well as any rules or regulations of the association of unit owners. LESSEE agrees to comply with the Condominium Documents.

- 8. **COMPLIANCE WITH LAWS**: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.
- 9. **FIRE INSURANCE**: The lessor certifies to the lessee that the lessor's insurance is suitable for the lessee's purpose, which is to operate an advanced educational woodshop. The LESSEE shall not permit any other uses of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

### 10. MAINTENANCE:

A. <u>Lessee's Obligations</u>: The LESSEE agrees to maintain the leased premises in good condition, reasonable wear and tear and damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or

defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. <u>Lessor's Obligations</u>: The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

The Condominium Association shall keep all sidewalks adjacent to and serving the Premises free of snow and ice, said cost being included in the condominium common area maintenance fees which is paid by the LESSOR.

- 11. **ALTERATIONS-ADDITIONS**: The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld, delayed or conditioned. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.
- 12. **ASSIGNMENT-SUBLEASING**: The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
- 13. **SUBORDINATION**: This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
- 14. **LESSOR'S ACCESS**: The LESSOR or agents of the LESSOR may, at reasonable times and upon reasonable notice, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

- 15. **INDEMNIFICATION AND LIABILITY**: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by any nuisance made or suffered on the leased premises caused by LESSEE, its employees or invitees, unless such loss is caused by the neglect of the LESSOR.
- 16. **LESSEE'S LIABILITY INSURANCE**: THE LESSOR shall maintain fire and casualty insurance covering the building in amounts comparable to that carried by landlords of similar properties by a company licensed to do business in Massachusetts. The LESSEE shall maintain adequate insurance on LESSEE's personal property and trade fixtures (it being agreed that the same shall be the sole risk of the LESSEE) and commercial general liability insurance with a combined single limit of at least Two Million Dollars (\$2,000,000) naming LESSOR as an additional insured with respect to injury or damage to person(s) or property at, on or about the Unit or, if caused by LESSEE or anyone for whom LESSEE is legally responsible, on or about the Premises. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
- 17. **FIRE, CASUALTY-EMINENT DOMAIN**: Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
  - (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
  - (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

### 18. **DEFAULT AND BANKRUPTCY**: In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
  - (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any

assignment shall be made of LESSEE's property for the benefit of Creditors. Then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term as and when due had this lease not been terminated, less the proceeds, if any, of any reletting of the leased premises subsequent to the termination of this lease. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such reasonable, actual and documented sums paid or obligations insured, , shall be paid to the LESSOR by the LESSEE as additional rent. LESSOR agrees to use good faith efforts to mitigate its loss.

- 19. **NOTICE**: Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if personally delivered or mailed to Hingham Public Schools, 220 Central Street, 3<sup>rd</sup> Floor, Hingham, MA 02043 ATTN: Aisha N. Oppong the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 29 Reef Point, Hull, Massachusetts 02045.
- 21. SURRENDER: The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all structural alterations and additions made to or upon the leased premises, in good condition, reasonable wear and tear, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense.
- 22. **NOTICES**: All notices required to be given hereunder shall be in writing and sent by (1) certified mail, postage prepaid, return receipt requested, (2) hand delivered, or (3) by facsimile, provided Sender receives receipt of confirmation of facsimile transmission, addressed as follows:

23. If LESSOR performs any work on behalf of LESSEE, the LESSEE agrees to reimburse the LESSOR. At this point LESSOR and LESSEE agree, that the lessor will provide 110 electricity to the wood working machines. All other electricity that is greater than 110 that needs to be piped to lessee's equipment and the lessee will reimburse lessor for such expenses.

### If to LESSOR:

Gideon LLC 29 Reef Point Hull, Massachusetts 02045

### With a copy to:

Lauren D. Barry, Esquire Devin, Barry & Austin, P.C. 80 Washington Street, Building S Norwell, Massachusetts 02061 Telephone (781) 982-2400 Facsimile (781) 982-8161

### If to LESSEE:

Hingham Public School 220 Central Street 3<sup>rd</sup> Floor Hingham, MA 02043 ATTN: Aisha N. Oppong – Director of Business

### With a copy to:

Or to such other addresses as the parties may designate from time to time by notice provided in accordance with this provision.

	IN WITNESS WHEREOF, the	e said parties hereunto set their hands and seals this	day
of	, 2023.		

### GIDEON LLC, LESSOR

Scott B. Berry Manager

By: It's:

Hingham Public School
By: Dr. Margaret Adams
Superintendent of Schools

### Memorandum

To: Margaret Adams, Superintendent of Schools From: Rick Swanson, Hingham High School Principal

Date: July 28, 2023

Re: Career Grant at Hingham High School

Cathy Savery, School Counselor and Post-Secondary Planning Coordinator at HHS, first won a MassHire grant two years ago. She recently earned renewal of the \$7,000 grant, which has so far supported a variety of new programming for HHS students. Over the past two years, the planning of these events has been a collaborative effort among eleven different staff members, including teachers, school counselors and administrative assistants. With the renewal of the grant, HHS expects to both continue and extend the extra programming that has enriched our school over the past two years.

### Related programming includes:

- a Career Exploration Event (during the school day) for eleventh-grade students;
- an after-school job fair that welcomes all students;
- MassHire presentations (career counseling) for seniors;
- support for the annual Harbormen Helping Hingham Day; and
- Career Center workshops on a variety of topics.

As in the past, new grant funding will help to pay for transportation costs, speaker fees, and stipends.



### **HINGHAM PUBLIC SCHOOLS**

17 Union Street • Hingham, Massachusetts 02043
781-741-1560 x 2031 VOICE • 781-741-1515 FAX
mromano@hinghamschools.org
www.hinghamschools.org

To: Dr. Margaret Adams, Superintendent of Schools

From: Michelle Romano, Director of Science K-12

**Date:** August 4, 2023

Re: DESE FC 601 Grant Award

We received notification that the Hingham Public Schools successfully applied for funding from the DESE FC 601 Grant, which provides districts with money for OpenSciEd adoption expenditures. The DESE FC 601 Grant provides funding to support districts that are in their second year or beyond of implementing the OpenSciEd middle school curriculum. The grant is available to districts that have implemented OpenSciEd in middle school for at least a year, are not eligible for other grant funding or financial support for OpenSciEd, demonstrated a commitment to continue OpenSciEd implementation through the grant year and beyond, and articulated a plan to support sustainable professional learning and support for teachers to implement OpenSciEd in the middle school successfully. *Hingham Public Schools was awarded grant funding totaling* \$39,785.

The DESE FC 601 Grant funding will be used toward the direct implementation of the OpenSciEd curriculum program at Hingham Middle School. The grant will be used to purchase OpenSciEd classroom materials including teacher books, kits, and other resources to implement the curriculum. The grant will also help fund professional development, stipends for teachers participating in OpenSciEd training, and cover the cost of substitutes in order for teachers to attend professional development.

Respectfully submitted,

Michelle Romano, Director of Science K-12

### **AD - MISSION STATEMENT**

The mission of the Hingham Public Schools is to provide challenging and comprehensive educational programs in a safe and supportive environment, enabling all students to develop the knowledge and skills necessary for success as local and global citizens.

The mission of the Hingham Public Schools is as follows:

Together with students, staff, families and community, we cultivate an equitable, inclusive, innovative learning environment that empowers all students to contribute to their local and global community.

Through effective collaboration, two-way communication to ensure an inclusive culture and a sense of belonging, aligned, high-quality PK-12+ curriculum, innovative research-based practices, data-informed instruction, and strong leadership, equitable and inclusive environments, funding to provide effective, safe, and modern facilities, and a system of resources and support to ensure consistency in leadership, and a diverse staff that reflects the student, we will cultivate an equitable, inclusive, innovative learning environment that empowers all students to contribute to their local and global community.

The Hingham Public Schools' Core Values should remain constant in an ever-changing world. These values provide the foundation for our work and influence how we conduct ourselves and engage with others. The following set of core values was established:

- Inclusivity and Belonging
- Innovative Learning
- Personal Excellence
- Community Well-being
- Lifelong Learning
- Student Centered
- Civic and Global Responsibility

In partnership with families and the community, the District strives to develop in students:

- academic excellence, including content knowledge, communication skills, critical thinking skills, and problem solving capacity
- habits of physical and emotional well-being, including a spirit of self-worth, resiliency, and adaptability

- personal responsibility, integrity, and active citizenship
- responsibility for the environment
- skillful and responsible use of technology

The core beliefs of the Hingham Public Schools are:

- Fulfillment of individual potential
- Respect for self and others
- Civic responsibility
- Commitment to life-long learning
- Service to others
- Respect for the diverse views and backgrounds of others
- Collaborative engagement as a means of both learning and problem solving
- Intellectual curiosity that motivates future learning
- Creative expression through the fine, performing, and applied arts

### **DJE - PROCUREMENT REQUIREMENTS**

Procurement practices shall attempt to secure the best quality at the best price. Purchases of materials, equipment, and all contracts for construction or maintenance that are:

- 1) in excess of \$100,000 \$50,000 will be based upon competitive bidding;
- 2) between \$10,000 and \$100,000 \$50,000 shall require the procurement officer to attempt to secure 3 quotes for all materials, equipment, or services;
- 3) Less than \$10,000 shall require the use of sound business practices.

An effort will be made to procure multiple bids for all purchases in excess of \$100,000 \frac{\$50,000}{0.000}.

Bidding procedure - bid advertisements will include invitation for suppliers to request placement on the bid distribution list. Bids, containing all specifications, will be distributed to all suppliers on the list.

Suppliers must submit their bids in sealed envelopes, addressed to the Superintendent and plainly marked with the name of the bid and the time of the bid opening. Suppliers may withdraw their bids prior to the scheduled time of the opening of the bids. Bids will be opened in public at the time specified, and all bidders will be invited to be present. Any bid received after the time and date specified will not be considered. All bids will remain firm for a period of 30 days after opening.

When recommending acceptance of a bid, the Superintendent will inform the School Committee, whenever possible, of the competitive price of a reasonable substitute for the item specified.

The Committee reserves the right to reject any or all bids and to accept the bid that appears to be in the best interest of the District. The Committee reserves the right to waive any informality in, or reject any or all bids or any part of any bid.

The bidder to whom an award is made may be required to enter into a written contract with the District.

LEGAL REF.: M.G.L. 7:22A; 7:22B; 30B

CROSS REF.: DJA, Purchasing Authority

This policy was updated and approved by the Hingham School Committee on 4/25/22