

HINGHAM SCHOOL COMMITTEE
October 30, 2023 at 6:30 PM
METCO, Inc.
11 Roxbury Street, Boston, MA

or Remote via Zoom
Dial-in number: 1-929-205-6099
Meeting ID: 838 0168 0628
Passcode: 766587
Website: <https://zoom.us/join>

MEETING AGENDA

1. Call to Order

2. Approval of minutes

2.1 Minutes of the School Committee meeting held on October 16, 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

5. Communications

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

6. Unfinished Business
 - 6.1 To review Policies BDFA-E-1 School Improvement Plan; BDFA-E-2 Submission and Approval of the School Improvement Plan; BDFA-E-3 Conduct of School Business, and act as appropriate

7. New Business
 - 7.1 To participate in METCO Inc Workshop
 - 7.2 To receive METCO Update
 - 7.3 To discuss Policy JBB, Educational Equity, first read
 - 7.4 To discuss the bid for OPM for HHS Wellness Center and act as appropriate
 - 7.5 To discuss pay rate for bus/van monitors and act as appropriate
 - 7.6 To discuss grants and act as appropriate.
 - 7.7 To review surplus materials 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 to Executive Session not to return to Open Session pursuant to M.G.L. c. 30A, s. 21(a)(3) for the purposes of:
 - To approve minutes from the Executive Session held on October 16, 2023 as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

 - To provide an update on negotiations with HEA Unit A, B, C, and D as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares

Next School Committee Meetings:
Monday, November 13, 2023 at 6:30PM
Monday, November 27, 2023 at 6:30 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.



October 1, 2023 ENROLLMENT

	PreK	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Total K-5
East	78	3 sections 21;21;21 Total= 63	4 sections 21;21;22;21 Total= 85	4 sections 20;19;22;21 Total= 79	3 sections 24;23;23 Total= 70	4 sections 19;20;19;19 Total= 77	4 sections 18;18;17;19 Total= 72	446
Foster	*	3 sections 21;21;21 Total = 63	3 sections 22;22;22 Total= 66	3 sections 18;18;18 Total= 54	3 sections 22;23;22 Total= 67	4 sections 19;19;19;20 Total= 77	3 sections 21;22;22 Total= 65	392
Plymouth River	*	3 sections 15;15;14 Total= 44	4 sections 17;18;17;18 Total= 70	3 sections 19;19;19 Total= 57	3 sections 20;19;20 Total= 59	3 sections 22;22;22 Total= 66	3 sections 21;21;20 Total= 62	358
South	*	4 sections 18;18;17;19 Total= 72	4 sections 21;21;21;21 Total= 84	4 sections 22;24;24;23 Total= 93	4 sections 19;19;19;21 Total= 78	4 sections 20;20;20;19 Total= 79	4 sections 22;22;22;21 Total= 87	493
Total - By Grade K-5	78	242	305	283	274	299	286	1689

Hingham Middle School	Grade 6	Grade 7	Grade 8	Total HMS
	293	275	282	850

Hingham High School	Grade 9	Grade 10	Grade 11	Grade 12	Post Grad	Total HHS
	263	281	271	281	0	1096

Group	Total
PreK	78
K-5	1689
6-8	850
9-12 (Plus Post Grad)	1096
Total	3713



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Margaret Adams, Ed.D.
Superintendent of Schools

To: School Committee Members

From: Margaret Adams, Superintendent

Subject: Average Class Size Based on October 1st Enrollment

Date: October 26, 2023

The following represents enrollment on average class size based on the October 1st enrollment. The data will support upcoming budget discussions.

The following table indicate average class size for each of the schools and then the total across all schools. The number in parentheses indicates the number of sections.

Grade	East	Foster	PRS	South	Total
Kindergarten	21 (3)	21 (3)	14.66 (3)	18 (4)	18.67 (13)
Grade One	21.25 (4)	22 (3)	17.5 (4)	21 (4)	20.43 (15)
Grade Two	19.75 (4)	18 (3)	19 (3)	23.25 (4)	20 (14)
Grade Three	23.33 (3)	22 (3)	19.6 (3)	19.5 (4)	21.11 (13)
Grade Four	19.25 (4)	19.25 (4)	22 (3)	19.75 (4)	20.06 (15)
Grade Five	18 (4)	21.67 (3)	20.67 (3)	17.4 (4)	19.44 (14)
Total	20.9 (22)	21.1 (19)	18.5 (19)	19.6 (24)	19.9 (84)

The following are class size averages by department based on October 1st enrollment. The numbers were averaged to the nearest tenth.

Department	Hingham Middle School	Hingham High School
ELA	18.2 (45 sections-includes 4 STEM/Lit sections)	18.9 (71 sections)
Family and Consumer Science	16.1 (34 sections)	14.9 (18 sections)
Health	13.9 (40 sections)	19.6 (14 sections)
History	18.6 (32 sections)	16.9 (80 sections)
Math	15.1 (44 sections)	17.0 (72 sections)
Math Lab	6.1 (14 sections)	NA
Physical Education	17.0 (48 sections)	19.2 (18 sections)
Reading Lab/Specialized Reading	11.8 (27 sections)	4 (2 sections)
Science	19.3 (32 sections)	19.8 (60 sections)
Science Lab	NA	15.9 (9 sections)
Technology	15.9 (34 sections)	7.2 (29 sections)
World Language	14.5 (51 sections)	15.2 (65 sections)
Visual and Performing Arts	16.8 (75 sections)	15.3 (24 sections)

Special education numbers are not included above as analysis needs to be completed through collection of caseloads. We will be collecting and analyzing that information as well in the budget development.

The following chart outlines by department at Hingham High School the number of courses that have class size of 25 students or above.

Department	Course	Number of Students	Number of Sections
ELA	Grade 11 American Literature	25	1
	Grade 12 Detectives	25	2
	Grade 12 Film Studies	25	1
	Grade 12 Reading to Write	25	2
	Grade 12 Satire	25	1
	Global Issues in Literature	25	1
Family and Consumer Science	NA	NA	NA
Health	Health	25	2
History	Intro to Psychology	25	1
	Seminars in History: American Culture	25	1
Math	NA	NA	NA
Physical Education	NA	NA	NA
Reading Lab/Specialized Reading	NA	NA	NA
Science	NA	NA	NA
Science Lab	NA	NA	NA
Technology	NA	NA	NA
World Language	Spanish III	25	1
	Latin 1	25	1
Visual and Performing Arts	Orchestra	1	25
	Wind Ensemble	1	40
	Concert Band	1	32

The following chart outlines by department at Hingham Middle School the number of courses that have class size of 25 students or above.

Department	Course	Number of Students	Number of Sections
ELA	Grade 6 ELA	25	1
	STEM Lit Lab (2 teachers)	24-29	10
Family and Consumer Science	NA	NA	NA
Health	NA	NA	NA
History	World Geography and Cultures II	25	1
Math	NA	NA	NA
Physical Education	NA	NA	NA
Reading Lab/Specialized Reading	NA	NA	NA
Science	Science 8	25	2
Technology	NA	NA	NA
World Language	NA	NA	NA
Visual and Performing Arts	Chorus 6	29	1
	Chorus 6	40	1
	Chorus 7/8	26	2
	Band 6	25	2
	Band 6	28	1
	Concert Band 7	28	1



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Margaret Adams, Ed.D.
Superintendent of Schools

To: Margaret Adams, Superintendent of Schools
From: Kelly Larkin, Human Resources Coordinator
Cc: Aisha Oponng, Director of Finance and Operations
Subject: Personnel Report
Date: October 30, 2023

The following report represents changes in personnel during the period of October 2, 2023 to October 30, 2023.

Appointments

Name	Position	Location
Sarah Ellis	Paraeducator	South
Ellen Holler	Paraeducator	South
Samantha Landers	School Nurse	HMS
Mary Hanlon	Food Service tech	Foster
Devlin Trout	Custodian	District
Mark Lima	KIA	District
Stacey Fluet	Guidance Office Assistant	HHS
Taina Bruno	Paraeducator	HMS
Alexia Prioli	Paraeducator	HMS
Natalie Miller	Paraeducator	HMS
Bonnie Lee	Paraeducator	South
Kimberley Gilbert	Paraeducator	HMS

Resignations

Name	Position	Location
Eileen Greco	Paraeducator	Foster
James LaRosa	Maintenance	HHS
Ashley Balaconis	Paraeducator	South

Transfers

Name	Position	Location
Suzanne King	KIA	South

Open Positions

- We have approximately 3 paraprofessional needs across the district as of today.
- We need 1 bus driver, one van driver and five custodial/facilities staff.



FY25 Budget Calendar

Date	Task	Persons Responsible
Week of October 2nd	Budget Calendar Dissemination to School Committee Principals, Directors and Others.	Director of Finance and Operations
Week of October 16th	Principals & Cabinet to be provided with the FY 24 Budget Book and Budget Details for the FY 2025 process.	Director of Finance and Operations
October 20th	Finance and Capital Subcommittee meeting to review proposed budget calendar.	Director of Finance and Operations
Week of November 6th through November 17th	Principals and Directors to complete proposals including new requests, re-allocations, and proposed reductions should include any capital and technology requests. Individual meetings with the Superintendent and Director of Finance and Operations with each principal, Assistant Superintendent, Executive Director of Student Services, Director of Facilities, Transportation, and Technology to review individual proposals.	Principals, Directors, Cabinet
November 17th 8:30 AM	Finance Committee Meeting - Update on Budget Process	
November 30th (Senior	Principals present individual proposals to the Senior	Superintendent

Leadership Meeting)	Leadership.	Director of Finance and Operations Assistant Superintendent Executive Director of Student Services Principals
Week of December 4th - 8th	The Director of Finance and Operations submits a preliminary budget to the Superintendent.	Superintendent Director of Finance and Operations
	Principals and other departments develop budget narratives for budget books.	Superintendent Director of Finance and Operations Assistant Superintendent Executive Director of Student Services Director of Human Resources Principals
December	Principals share preliminary budget discussions with the school council.	Principals
December	Principals inform school staff of preliminary budget discussions.	Principals
Saturday December 9th 7:30 AM	Facilities Capital Tour	Advisory, School Committee, Superintendent Director of Finance and Operations, Director of Facilities
December 11th 4:30 AM	Finance and Capital Subcommittee Meeting Assistant Superintendent & Principals present proposed budgets.	Superintendent Director of Finance and Operations Principals
December 14th 4:30 AM	Finance and Capital Subcommittee Meeting Executive Director of Student Services, Directors of Facilities, Transportation, Athletics, and Technology present their budgets.	Superintendent Director of Finance and Operations Directors of Facilities, Transportation, Athletics, and Technology
January	Principals inform the school council of FY24 budget.	Principals

January	Principals inform school staff of the FY24 budget.	Principals
January 8th 6:00-8:00 PM	Initial budget presentation to School Committee. Discussion on proposed fees. School Committee Budget Meeting Elementary, middle, and high school principals present school site budgets.	Superintendent Director of Finance and Operations School Committee Building Principals
January 22nd 6:00-8:00 PM	School Committee Budget Meeting Executive Director of Student Services and Assistant Superintendent present department budgets. School Committee Budget Meeting Director of Facilities, Athletics and Transportation	School Committee Executive Director of Student Services Assistant Superintendent Director of Facilities, Athletics and Transportation
January 29 7:00-9:00 PM	Capital Outlay Meeting	Superintendent Director of Finance and Operations Director of Maintenance and Custodians
February 5 6:30 - 9:30 PM	School Committee Public Hearing on Budget & Vote on Budget	School Committee Superintendent Director of Finance and Operations
February 8 6:30 -9:30 PM	Meeting with Select board, Advisory Committee, Capital Outlay Committee	School Committee Superintendent Director of Finance and Operations
February 27 6:30 -9:30 PM	Meeting with the Advisory Committee - Response to any questions and a vote on the SC's budget.	School Committee Superintendent Director of Finance and Operations
March 25 4:30 - 6:30	Finance and Capital Subcommittee - Q2 Budget Review	Superintendent Director of Finance and Operations
March – April 5	Central Office staff prepares Town Meeting budget	Director of Finance and Operations

	materials	
April 29th	Town Meeting	School Committee Superintendent
May 4th	Town Election	

SCHOOL COUNCILS

The School Committee believes that the school is the key unit for educational improvement and change and that successful school improvement is best accomplished through a school-based decision-making process. By involving those directly affected by any action or decision of the school council in the process of determining that action or decision, it helps to strengthen the commitment to those decisions by those most affected by its implementation.

Under this policy, the Principal shall have primary responsibility for the management of the school. Decisions which are made at the school level must be aligned with the budget, policies, curriculum, and long-range and short-range goals adopted by the School Committee. In addition, decisions must comply with any state and federal laws and regulations and with any negotiated agreements of the HPS district.

As enacted by the state legislature in the Education Reform Act of 1993, a school council shall be established in each school to advise the Principal in specific areas of school operation. The Principal, except as specifically defined in the law, shall have the responsibility for defining the composition of and forming the group pursuant to a representative process approved by the Superintendent and School Committee.

The Principal shall, by law, serve as co-chair of the council. The second co-chair will be elected annually by the council members at its first meeting of the school year subsequent to the elections of new council members. The co-chairs will be responsible for the preparation of the agenda for the council meetings.

The school council shall meet at least once monthly during the school year. Meetings will be held outside of school hours.

School councils shall use consensus as the primary method to resolve issues and to formulate recommendations. Votes by majority may be taken at the discretion of the Principal and Robert's Rules of Order.

All meetings of the school council shall conform to the Open Meeting Law. The scope of the school council does not require, and therefore does not qualify for, executive session.

The Superintendent shall receive agendas and minutes of all school council meetings. The Superintendent shall provide copies of these materials to members of the School Committee upon request.

The following guidelines define the role of the school council: The School Council shall meet regularly with the Principal of the school and shall assist in:

1. Adoption of educational goals for the school that are consistent with state and local

policies and standards.

2. Identification of the educational needs of the students attending the school.
3. Review of the school building budget.
4. Formulation of a school improvement plan that may be implemented only after review and approval by the Superintendent and adopted by the Committee. .

SOURCE: MASC – Consolidated and Updated 2022

LEGAL REFS.: M.G.L. 71:38Q, 71:59C; C30A:18-15

This policy was updated and approved by the Hingham School Committee on 10.16.23

SCHOOL IMPROVEMENT PLAN

The Principal, in conjunction with the school council, shall be responsible for preparing a written school improvement plan annually.

This plan shall be written and submitted for approval to the Superintendent no later than July 1 of the year in which the plan is to be adopted by the School Committee and implemented by the school. The plan should be drafted with the following in mind:

1. The educational goals for the school, consistent with District mission and goals, and the goals and standards, including student performance standards, as adopted by the Massachusetts Board of Elementary and Secondary Education.
2. An assessment of the needs of the school in light of the proposed educational goals.
3. The means to address student performance, with focus on improvement of student learning.
 - a. Specify expected student outcomes and measurable/observable results.
 - b. Clearly identify actions to be taken to implement the goals.
 - c. Indicate anticipated costs and available funding sources.
 - d. Delineate the method of evaluating and reporting progress and results.
4. Professional development for the school's professional staff.
5. The enhancement of parent/guardian involvement in the life of the school, safety, and discipline.
 - a. Include a plan on how to solicit community support for the changes being developed.
6. The development of means for meeting the diverse learning needs of every child.
7. The establishment of a culture of inclusion and respectful of diversity.
8. Any further subjects as the Principal, in consultation with the school council, shall consider appropriate, except that:
 - a. The council shall have no authority over matters that are subject to Chapter 150E, the collective bargaining law, and
 - b. The council may not expand the scope of its authority beyond that established in law or expressly granted by School Committee policy.

If the school improvement plan is not approved by the Superintendent, it shall be returned to the Principal with specific comments as to the reason(s). The Principal shall revise the plan in cooperation with the school council, and resubmit it for approval.

SOURCE: MASC – Consolidated and Updated 2022

This policy was updated and approved by the Hingham School Committee on 10.16.23

File: BDFA-E-1 - SCHOOL IMPROVEMENT PLAN

The Principal, in conjunction with the School Council, shall be responsible for preparing a written School Improvement Plan annually. This plan shall be written with the advice of the School Council and submitted for approval to the Superintendent and adoption by the School Committee.

The plan should be drafted with the following in mind:

1. Educational goals for the school are consistent with the goals and standards, including student performance standards, as adopted by the Massachusetts Board of Education and by the Committee,
2. An assessment of the needs of the school in light of the proposed educational goals,
3. The means to address student performance,
4. Professional development for the school's professional staff,
5. The enhancement of parent/guardian involvement in the life of the school, safety, and discipline,
6. The development of means for meeting the diverse learning needs of every student
7. Any further subjects as the Principal, in consultation with the School Council, shall consider appropriate, except that:
 - a. The Council shall have no authority over matters that are subject to Chapter 150E, the collective bargaining law, and
 - b. The Council may not expand the scope of its authority beyond that established in law or expressly granted by School Committee policy.

File: BDFA-E-2 - SUBMISSION AND APPROVAL OF THE SCHOOL IMPROVEMENT PLAN

The written School Improvement Plan shall be submitted by the Principal to the Superintendent for approval and the School Committee for adoption no later than July 1 of the year in which the Plan is to be implemented.

Because the implementation of the Plan is dependent on Superintendent approval, it is important that the School Council be aware of certain expectations regarding the School Improvement Plan. The school improvement plan should:

1. Focus on improvement of student learning.
2. Specify expected student outcomes and measurable/observable results.
3. Align with the mission, goals and policies of the HPS District.
4. Be consistent with state and federal law, and established curriculum and negotiated agreements.
5. Clearly identify actions to be taken on how changes will be implemented.
6. Include a plan on how to solicit community support for the changes being developed.
7. Indicate anticipated costs and available funding sources.
8. Delineate the method of evaluating and reporting progress and results.

If the School Improvement Plan is not approved by the Superintendent, it shall be returned to the Principal with specific comments as to the reason(s). The Principal shall revise the plan in cooperation with the school council, and resubmit it for approval.

File: BDFA-E-3 - CONDUCT OF SCHOOL COUNCIL BUSINESS

The Principal shall, by law, serve as co-chair of the School Council. The second co-chair will be elected annually by the council members at its first meeting of the school year subsequent to the elections of new council members. The co-chairs will be responsible for the preparation of the agenda for the council meetings.

The School Council shall meet regularly at mutually agreed upon times during the school year. At its first meeting of the school year, the Council will set its calendar of regular meetings for the year. Where circumstances warrant, the Council may choose to call additional meetings.

School Councils shall use consensus as the primary method to resolve issues and to formulate recommendations. Votes by majority may be taken at the discretion of the Principal and Robert's Rules of Order shall prevail if there are questions of procedure.

All meetings of the School Council shall conform to the Open Meeting Law, Chapter [30A, Sections 18-25](#), which stipulate that all meetings be open to the public, that meetings be posted at least 48 hours in advance, and that minutes of the meeting shall be maintained as required. The scope of the School Council does not require, and therefore does not qualify for, executive session.

The Superintendent shall receive agendas and minutes of all School Council meetings. The Superintendent shall provide copies of these materials to Committee members upon request.



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Amy Jackson

Director of METCO

To: Margaret Adams, Superintendent of Schools

From: Amy Jackson, Director of METCO

Date: October 30, 2023

Subject: METCO Program Update

The following provides an update on the METCO program. I am excited to onboard a K-8 METCO interventionist who is currently working in each elementary school in addition to the middle school. The interventionist works in the classrooms alongside their teachers with each of the METCO students providing academic and social emotional support. I met with high school students as a group to discuss college readiness and upcoming events, college fairs and conferences that they will attend throughout the year sponsored by the METCO Directors' Association. I'm planning a one day leadership retreat for the middle / high school students in December to focus on leadership development , improving communication, and building strong relationships.

Enrollment:

The current enrollment for the Hingham METCO program is 49 students including 21 in the elementary grades, 10 at the middle school and 18 at the high school of which 7 are seniors. The number of students at each elementary school is as follows:

- East - 6
- Foster - 3
- Plymouth River - 3
- South - 9

Enrollment in each elementary school is dependent on available seats. This year, we added 10

new students to the program from 1st to 9th grade. Next school year, we will continue to petition as part of the FY25 METCO grant with school committee approval to increase our enrollment by adding 30 new students. Hopefully we will get funding and state approval.

Highlights:

I'm currently working with Heather Rodriguez, Director of School Counseling, to bring 15 METCO / Hingham resident students to Boston for the (HBCU) Historically Black Colleges University college fair with 15 + HBCU colleges and universities participating.

I will continue to partner with Hingham Unity Council to plan family events in Hingham and Boston each year. The goal is to have one event in the fall and one event in the spring. The events are a way to build community with the Boston METCO families and the Hingham resident families, while learning about one another community.

Through the METCO grant, a late bus is available for high school students at 5 & 7 PM everyday. Students sign up daily if they need access to the bus. Students at the middle school also have a late bus Monday through Thursday.

I'm excited to announce a partnership with The Boys' Room. The Boys' Room is a mission based affinity program designed exclusively to support Black and Brown boys as they navigate their school journey and beyond. The program is designed to mentor, support and empower these boys during a critical time in their development through building relationships with a group of peers. The Boys' Room boosts morale, builds character, bolsters confidence and self - acceptance. The goal is to support our boys' social - emotional development, their academic success, and encourage critical thinking and self advocacy. The program started this year at the Hingham Middle School for a seven week cycle. The program included boys from the METCO program and Hingham resident students. We are also exploring other leads to identify leaders for possible groups for girls and also additional affinity spaces at the high school.

We continue to connect METCO families with Hingham families as needed. Families are not interested in a formal host program. We hope the two family events will start to bridge friendships with the families that will unite the families.

In partnership with the Bottomline College Access Program, I will continue to work with the college readiness access mentor to schedule a meeting with the high school students to discuss the college access process and hopefully each 11th and 12th grade student will partner with a college access advocate to help them navigate through the college application process.

Parent Workshops:

I will continue to partner with New Generations Consultants & Associates for the Hingham METCO Parent Support Group offering a confidential safe space for parents to talk about issues they face as their children live and learn in two polar opposite environments. Parents will have an opportunity to bring their topics to meetings for discussion. The meeting will be facilitated by

Sonya Patton, counselor, life coach and trainer from New Generations Consultants & Associates, Inc. Sonya has worked with parents for 18 years in many capacities. She is also an alumni and former parent of a MECTO student, so is familiar with the system from a student and parent perspective. The first meeting will take place on the first Wednesday of each month starting in November.

File: JBB - EDUCATIONAL EQUITY

The School Committee's goal is to strive to address the needs of every student in each of our schools, subject to budgetary, space and other limitations.

Educational equity for the purpose of this policy is defined as providing all students, reasonably and practically, the high quality instruction and support they need to reach and exceed a common standard.

To achieve educational equity the HPS District will commit to:

1. Systematically, when appropriate, use district wide and individual school level data, disaggregated by race/ethnicity, gender/gender identity, national origin, language, special education, socioeconomic status and mobility among grade levels to inform district decision making.
2. Raise the achievement of all students.
3. Graduate all students ready to succeed in a diverse local, national and global community.

In order to reach the goal of educational equity, reasonably and practically, for each and every student, the HPS District shall:

1. Provide every student with access to high quality curriculum, support, and other educational resources.
2. Seek to promote educational equity as a priority in professional development.
3. Endeavor to create schools with a welcoming and inclusive culture and environment.
4. Provide multiple pathways to success in order to meet the needs of the diverse student body and actively encourage, support and expect high academic achievement for each student.

The Superintendent shall include equity practices in the district's strategic plan and goal strategies to implement this policy. The Superintendent, upon request, will periodically report to the Committee the progress of the implementation of this policy.

Hingham Public Schools

File: JBB - EQUITY POLICY

Definition: Hingham Public Schools defines equity as providing the opportunities, support, environment, high expectations, and resources that all students need to achieve educational success, to feel valued, and contribute to a thriving community.

This is different than equality, which means providing each individual student with the exact same conditions or resources regardless of need.

Purpose:

Hingham Public Schools students have the right to respectful learning environments in which all of their identities, including their racial and ethnic diversity, are valued and contribute to successful academic outcomes. This includes the embracing of intersectionality, the complexity of each unique student, and the convergence of their overlapping identities (such as race, color, sex, sexual orientation, gender identity, religion, disability, age, genetic information, active military/veteran status, marital status, familial status, pregnancy, or pregnancy-related condition, homelessness, foster care status, ancestry, ethnic background, national origin, socio-economic status, language acquisition status, or any other category protected by state or federal law.)

This policy asserts that each and every student matters, and in particular, that educational outcomes should never be predictable by any individual's actual or perceived personal identity, and that equity demands intensive focus and attention to eliminate all gaps in student achievement correlated with demographic characteristics. In addition, all staff will be vigilant for biased and hateful incidents among students and will respond appropriately to such incidents.

Hingham Public Schools acknowledges that complex societal and historical factors contribute to inequities within our school district. Hingham Public Schools must continuously examine all policies and practices for internal biases that contribute to achievement and opportunity gaps. Hingham Public Schools must provide all students with the support and opportunity to succeed.

This policy will uphold Hingham Public Schools' commitment that all staff will be culturally responsive, and demonstrate mutual respect without regard to any individual's actual or perceived personal characteristics.

Equity Levers Crucial to Student Success

There are a number of factors that influence success for all students. These factors include: (1) district and school policies and procedures; (2) adequate resources; (3) high quality teaching and learning; (4) social, emotional, and physical health of students; (5) quality, diversity, competency, and stability of school leadership and staff; and (6) valued partnership with students' family and community.

Desired Outcomes

1. Schools shall receive equitably allocated resources to respond to the needs of each student, which may result in differentiated resource allocation. This includes, after consideration of

students' individual needs, equitable access to multi-tiered systems of support for academic and social emotional learning, material resources relative to the student body, and resources to support student mental health.

3. All students shall experience a rich, diverse, culturally responsive curricula, instruction, and assessments, which supports students' identity development. All students should have access to advanced level courses at the high school level, including language arts, mathematics, science, social studies, history, the arts, foreign language, and music.

4. Hingham Public Schools shall ensure that staff at each school are diverse, culturally responsive, high- quality, and equity focused.

5. Family and community are valued and equal partners. As such, each school is responsible for building partnerships with every family with a specific goal of diversifying parent/guardian leadership and the Hingham Public Schools volunteer base. Our district and schools will work closely together with families and community members especially in the areas of building relationships, teaching and learning, and supporting advocacy.

Equity Goals and Reports:

The Superintendent or designee shall develop and implement a system-wide racial/ethnic equity plan with clear accountability and metrics, which will result in measurable progress for all Hingham Public Schools students towards the desired outcomes outlined in this policy. Goals for schools, departments, and staff shall be connected to already existing prioritized structures of accountability and support to ensure progress is made. The Superintendent shall annually report progress on the plan and outcomes.

The district shall present reports on academic, discipline, and social emotional learning data (where applicable aggregated and disaggregated by race/ethnicity, English Language Learners, indicators of poverty, and special education status).

The district will develop a process to field complaints and violations in values which this policy intends to uphold which will be communicated to staff and students. No district student or staff member who in good faith reports a violation to the equity policy shall suffer harassment, retaliation, or adverse consequences.

An Equity Committee will be established and comprised of representatives from parent/guardian organizations, the Superintendent or designee and the School Committee in accordance with the guidelines. The Equity Committee will meet to periodically review the guidelines as well as monitor and ensure compliance with this policy.

Somerville Public Schools

File: JBB - EQUITY POLICY

Definition: SPS defines equity as providing the opportunities, support, environment, high expectations, and resources that every student needs to achieve educational success, to feel valued, and contribute to a thriving community.

This is different than equality, which means providing each individual student with the exact same conditions or resources regardless of need.

Purpose:

Somerville Public Schools (SPS) students have the right to respectful learning environments in which all of their identities, especially their racial and ethnic diversity, are valued and contribute to successful academic outcomes. This includes the embracing of intersectionality, the complexity of each unique student, and the convergence of their overlapping identities (such as race, ethnicity, gender identity, ability, sexual orientation, religion, nationality, language acquisition status, and socio-economic status).

This policy asserts that each and every student matters, and in particular, that educational outcomes should never be predictable by any individual's actual or perceived personal identity, and that equity demands intensive focus and attention to eliminate all gaps in student achievement correlated with demographic characteristics. In addition, all staff will be vigilant for biased and hateful incidents among students and will respond appropriately to such incidents.

This policy exists to confront a legacy of institutional racism that results in achievement and opportunity gaps. These gaps include lower academic achievement and graduation rates, higher drop out and suspension rates, and fewer college and career opportunities for students of color than for their white peers. Moreover, when other variables are held constant (e.g. poverty indicators, special education status, language acquisition status), gaps along the lines of race and ethnicity are still present.

SPS acknowledges that complex societal and historical factors contribute to inequities within our school district. SPS must continuously examine all policies and practices for internal biases that contribute to achievement and opportunity gaps. SPS must provide all students with the support and opportunity to succeed.

This policy will uphold SPS' commitment that all staff will be culturally competent, and demonstrate mutual respect without regard to any individual's actual or perceived personal characteristics.

Equity Levers Crucial to Student Success:

There are a number of factors that influence success for all students. These factors include: (1) district and school policies and procedures, foremost pupil school assignment; (2) adequate resources; (3) high quality teaching and learning; (4) social, emotional, and physical health of

students; (5) quality, diversity, competency, and stability of school leadership and staff; and (6) valued partnership with students' family and community.

Desired Outcomes:

1. Pupil assignment shall take into consideration district programming and neighborhood choice to result in equal access to opportunity and a diverse representation of the population at each K-8 and K-5 school.
2. Schools shall receive equitably allocated resources to respond to the needs of each student, which may result in differentiated resource allocation. This includes, after consideration of students' individual needs, equitable access to wrap-around support, material resources relative to the student body, and resources to support student mental health.
3. All students shall experience a rich, diverse, culturally responsive curricula, instruction, and assessments, which supports students' healthy identity development. All students should have access to advanced level courses at the high school level, including language arts, mathematics, science, social studies, history, career technical options, the arts, foreign language, and music.
4. SPS shall ensure schools are equipped to meet the social, emotional, and physical needs of each student.
5. SPS shall ensure that staff at each school are diverse, culturally competent, high-quality, stable and equity focused.
6. Family and community are valued and equal partners. As such, each school is responsible for building partnerships with every family with a specific goal of diversifying parent/guardian leadership and the SPS volunteer base. Our district and schools will work closely together with families and community members especially in the areas of building relationships, teaching and learning, and supporting advocacy.

Equity Goals and Reports:

The Superintendent or designee shall develop and implement a system-wide racial/ethnic equity plan with clear accountability and metrics, which will result in measurable progress for all SPS students towards the desired outcomes outlined in this policy. Goals for schools, departments, and staff shall be connected to already existing prioritized structures of accountability and support to ensure progress is made. If a school or department is not making adequate progress towards the desired outcomes at the time of the report, the school or department will receive increased support. The Superintendent shall annually report progress on the plan and outcomes.

The district shall present reports on the following data (where applicable aggregated and disaggregated by race/ethnicity, English Language Learners, indicators of poverty, and special education status):

Number of out-of-school suspensions and descriptions of in-school suspension programs; number of emergency removals; intervention programs used to prevent suspensions and support positive behaviors; specific supports for students with mental health conditions; school attendance; enrollment in advanced course work; number of dropouts; assignment into special education; college completion within six years, and any other data that district staff deem appropriate, useful and valid for this purpose.

The district will develop a process to field complaints and violations in values which this policy intends to uphold which will be communicated to staff and students. No district student or staff member who in good faith reports a violation to the equity policy shall suffer harassment, retaliation, or adverse consequences.

Newton Public Schools

File: KCDE - EQUITY POLICY

Economic disparity can lead to inequality in educational opportunities and experiences. The District will ensure that student educational experiences are equitable and not influenced by family income. District resources, which include technology, instructional materials, programming and staffing must be allocated equitably by the School Committee and Superintendent considering such factors as the number of classrooms in the school, the number of students in the school, and student/family needs.

Similarly, the District will endeavor to provide all students with equitable enrichment opportunities and experiences, such as performances and lectures by outside organizations, student performances, field trips, etc. To address inequity in educational or enrichment opportunities, the Superintendent or designee will develop guidelines to ensure that parent/guardian organizations' spending is equitable from school to school over time. The guidelines will specify categories of items and activities in which outside organizations may provide resources and funding, categories of items and activities in which outside organization assistance is limited, and categories of items and activities in which outside resources or funding is prohibited.

An Equity Committee will be established and comprised of representatives from parent/guardian organizations, the Superintendent or designee and the School Committee in accordance with the guidelines. The Equity Committee will meet to periodically review the guidelines as well as monitor and ensure compliance with this policy.

Somerville Public Schools

File: GBAA - WORKFORCE DIVERSITY POLICY

The Somerville Public Schools is committed to equal opportunity in employment practices without discrimination on the basis of race, color, religious creed, national origin, sex, gender, sexual orientation, age, ancestry, disability, gender identity/expression, marital status, family status, genetics or active military status. The District prioritizes an inclusive working environment and values the diverse backgrounds and characteristics of all people. As such, the District embraces the differing perspectives, experiences and skill sets flowing from a diversity rich environment reflective of the community it serves. A goal of this policy is to diversify District staff. A diverse staff will better reflect the District's diverse student population.

All candidates for employment will have an opportunity at the initial stage of the application process to voluntarily self-disclose any identification as an underrepresented racial or ethnic minority candidate. This demographic data will be segregated from the District's review of the candidate's qualifications. For the purposes of this policy, "underrepresented racial or ethnic minority candidate" shall mean any candidate whose racial or ethnic makeup is underrepresented relative to the District's staff, typically including but not limited to:

- African American / Black;
- Asian, including Southeast Asian, Native Hawaiian and Pacific Islander; Hispanic / Latinx;
- Native American / Alaskan Native;
- Two or more races or ethnicities, when one or more are from the preceding categories.

Because staffing is fluid and demographics shift over time, the District shall periodically review staff demographics data for the purpose of updating the racial or ethnic minority groups that are underrepresented relative to the District's staff. Such reviews shall occur, at a minimum, once every three years, and shall be presented to School Committee.

All district hiring involves, at a minimum, the following stages:

1. recruitment of all applicants;
2. the identification of a qualified applicant pool;
3. the selection of interview candidates / interviews; and
4. recommendation of hire.

With the goal of diversifying the District's staff, thereby better reflecting the District's diverse student population, the District shall make best efforts to include in the applicant pool for each

position at least two candidates meeting the minimum qualifications for a posted position who identify as an underrepresented racial or ethnic minority, as defined herein. Before a Hiring Administrator forwards a recommendation of hire to the Human Resources Office or Superintendent, the Hiring Administrator shall make best efforts to interview qualified candidates in the applicant pool identifying as an underrepresented racial or ethnic minority. If a recommendation of hire is forwarded to the Human

Resources Office or Superintendent without demonstrated best efforts having been made relative to the applicant pool or interview selections as set forth in this policy, the Human Resources Office shall consider returning the recommendation to the Hiring Administrator for further review of the qualified applicant pool, to identify additional interviewees or to re-open and re-post the position. In cases of compelling operational need, the Human Resources Office may forward the Hiring Administrator's initial hiring recommendation to the Superintendent, who may determine that such need compels maintaining the Hiring Administrator's initial hiring recommendation without further search activities. Human Resources Administrators shall create metrics to report to the School Committee its efforts towards achieving the goals of this policy as part of the annual Human Resources review.

Approved: February 2019



Hingham Public Schools
Request for Qualifications
For
Owner's Project Manager Services
New Hingham High School Wellness Center

November 16, 2023

This document and any addenda thereto are issued electronically only. It is the responsibility of every respondent who receives this RFQ and all associated documents to check the Hingham Public School's website ([Hingham Public Schools Bids](#)) for any addenda or modification to this solicitation, if there is intent to respond.

Hingham Public Schools accepts no liability to provide accommodation to respondents who submit a proposal based upon an out-of-date solicitation document.

Respondents may not alter (manually or electronically) the RFQ language or any associated documents.

Unauthorized modifications to the body of the RFQ, specifications, or to terms or conditions which change the intent of this RFQ are prohibited and may disqualify a response.

**Hingham Public Schools
Request for Qualifications for
Owner's Project Manager Services
New Hingham High School's Wellness Center**

LEGAL NOTICE

Hingham Public Schools (the "School") in accordance with Massachusetts General Laws Chapter 149, Section 44A½ invites qualifications for Owner's Project Manager Services ("OPM") to oversee the design, construction, bidding, award and construction close out of a new Hingham High School Wellness Center at 17 Union Street, Hingham, MA 02043. The selected OPM will review Phase One design and estimates, assist in designer negotiations, and perform Phase II and III OPM services as detailed in the RFQ, subject to future fund raising conducted by the Hingham Sports Partnership. The complete RFQ will be available on the Hingham Public School's website at [Hingham Public School's Bids](#) as of October 26, 2023.

Qualifications (one original, 5 copies, and one electronic copy on a USB drive) must be returned to Hingham Public Schools c/o Aisha Oppong, 220 Central Street, Hingham, MA 02043 **by 11:00 AM EST on November 16th, 2023**. Qualifications should be labeled as "Hingham High School's –Wellness Center Owner's Project Management Services RFQ." No fax or email transmissions will be accepted.

Selected interviews of a short list of candidates, if required, will be conducted by the Hingham Public Schools Business Manager and an OPM selection committee. Interviews are tentatively scheduled to take place the week of November 27, 2023.

Hingham Public Schools reserves the right to reject any or all qualifications and to accept any proposal that it considers to be in the best interests of the District.

The Contract will be awarded by the Hingham Public Schools Superintendent, subject to any required approvals by the School Committee.

Hingham Public Schools
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PROCUREMENT SCHEDULE		
Hingham High School's Wellness Center Owner's Project Manager (OPM) Services RFQ		
Primary Contact		Aisha Oppong aoppong@hinghamschools.org (781) 741-1500
Event	Date	Details
Request for Qualifications (RFQ) available	October 26, 2023	Available on Hingham Public Schools website: Hingham Public School's Bids
Deadline for Written Questions	November 7, 2023 at 12:00 PM EST	Via email to Aisha Oppong at aoppong@hinghamschools.org
Addenda		Should it be necessary, written addenda will be incorporated into the RFQ and will become part of the contract. All addenda will be posted to the Town website at Hingham Public School's Bids . It is the responsibility of all respondents to check the website for any such addenda.
Deadline for Qualifications	Thursday, November 16, 2023 at 11:00 a.m. EST	Due to: Hingham Public Schools 220 Central Street Hingham, MA 02043 Attn: Aisha Oppong Late submissions will not be accepted.
Finalist interviews (if required)	Estimated week of November 27th	Interviews may be scheduled with the School Business Manager and an OPM Selection Committee.
Contract Awarded	End of November /Early December, 2023	Approval of the School's Superintendent and School Committee is REQUIRED.

Note: The time for award may be extended by Hingham Public School. Hingham Public Schools reserves the right to change, delay, cancel, or expedite the contract award date. Hingham Public Schools reserves the right to reject any and all qualifications as determined to be in the best interests of the School Department and to waive minor informalities.

I. Introduction and Background

A. Introduction

Hingham Public Schools ("Owner"), is seeking the services of a qualified Owner's Project Manager ("OPM") as defined by M.G.L. Chapter 149 Section 44A½ and as further defined by the provisions of this Request For Proposals to provide Project Management Services for the design and construction of a new Wellness Center to be located at 17 Union Street, Hingham, MA 02043.

The Owner is requesting the services of an OPM to represent the Owner through designer selection, schematic design, design development, construction, bid and award and construction closeout of the project.

Funding for the OPM will be subject to favorable fundraising to be performed by the Hingham Sports Partnership ("HSP"), a local organization committed to sports programming within the Town of Hingham.

B. Background

The Town of Hingham is a coastal community located approximately 15 miles south of Boston with a population of about 24,000 residents. It has a total area of 22.5 square miles. The Hingham Public School System is made up of six schools. The District has four elementary schools, one middle school and one high school. The East Elementary School serves approximately 422 students, in grades Pre-K through 5. Foster Elementary School serves approximately 403 students in grades K through 5. Plymouth River Elementary School currently serves approximately 382 students in grades K through 5. The South Elementary School serves approximately 502 students in grades K through 5. The Hingham Middle School and Hingham High School serve approximately 844 and 1,168 students respectively.

This project consists of the design and construction of a 2,500 sq ft modern center at Hingham High School which will encompass fitness, wellness, exercise, space for Health instruction and additional programming, potentially before, during and after school time. It will replace an existing storage/maintenance facility adjacent to the track in the rear parking lot.

The HSP, a non-profit organization committed to supporting and advocating for youth and high school sports, has launched a \$1.5 million fundraising campaign to create the new fitness and wellness facility at Hingham High School. This project will be subject to HSP raising the necessary funds.

II. Scope of Services

General

The selected individual/firm (if a firm is selected, an individual within the firm must be named) will provide complete owner's project management services to oversee the design and construction of the new Hingham High School Wellness Center.

The OPM will develop systems for monitoring project budgets, project schedules, and construction progress including daily progress, review of change order proposals, and review of requests for designer, contractor, and all other project requisitions. The OPM will monitor the quality of work. The OPM will maintain complete project files including, but not limited to, project correspondence, contracts, change orders, payment records, budget variance reports, daily reports, and files on particular issues as they may arise.

The OPM will attend all meetings of the School Committee, Finance and Capital sub-committee as it relates to this project and all other meetings as may be required. The OPM will also assist the School Committee in complying with any requirements of Massachusetts General Laws, including payment requisitions and tracking and maintaining appropriate documents for financial audits that may be conducted. The OPM will provide written evaluation of the performance of the architects, designer, contractors, subcontractors, and consultants for the project.

The Duties of the Owner's Project Manager will include, but need not be limited to:

- Providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating;
- General contractor and subcontractor prequalification pursuant to 44D ½ or 44 ¾ when applicable;
- Scheduling construction;
- Selection, negotiation with, and oversight of a designer and with a general contractor for the project;
- Ensure the preparation of time schedules which shall serve as control standards for monitoring performance of the building project;
- Assist in project evaluation including but not limited to, written evaluation of the performance of the design professional, contractors and subcontractors; and
- Perform such other tasks as to minimize schedule delays, ensure quality construction, facilitate communications among all parties working on the project, and complete the project within budget.

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Specific Scope of Services

Design Phase

The OPM will:

- Assist the Owner through the School Committee and Finance and Capital Sub Committee ("FCSC"), with Designer Selection.
- Review and critique the Designer's conceptual plans, project cost estimates and resulting bid documents, for cost, constructability issues, missing items, coordination, and compliance with applicable laws and regulations.
- Assist the School Committee and FCSC's negotiation of the Phase II and III designer fee.
- Prepare and implement a master schedule indicating major project milestones.
- Provide advice and consultation on the project delivery and procurement method.
- Review and oversee the designer's work as it relates to quality of design, efficiency of design, constructability, value engineering, and overall cost effectiveness.
- Review and maintain project budgets including scope of work to be performed and cost estimating.
- Assist in the preparation of project construction schedules which shall serve as control standards for monitoring performance in the construction phase.
- Assist the School Committee and FCSC in any preliminary site development work that may be determined as necessary, including oversight of any site work and participating in meetings with the Zoning Board of Appeals, Planning Board, or other Town boards and/or Building Commissioner to the extent applicable.

Bidding Phase

The OPM will:

- Assist the Superintendent and School Committee and FCSC in the procurement of construction bids and the award of the construction contract, including pre-qualifying contractors and subcontractors as well as making affirmative efforts to ensure that the Committees receive multiple bids in all trades including the general contractor.
- Provide advice and consultation on construction contracts and any bid protests.

Construction Phase

The Owner has not yet secured funding for the construction of the New High School Wellness Center, the funding of which will be subject to future fundraising by the HSP.

In this phase, the OPM will:

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- Provide overall construction team oversight.
- Monitor construction site safety and work with the project team to eliminate any safety concerns in a timely manner.
- Maintain and track certificates of insurance, bonds, and prevailing wage statements for all contractors and consultants.
- Oversee and monitor any MBE/WBE requirements to the extent applicable.
- Ensure and monitor the development and administration of a construction mitigation plan concerning abutters.
- Assist the School Committee/FCSC in the procurement of other services or materials required on the project and in reviewing and processing payments to the contractors, designers, architects, engineers and/or testing companies, and any other payment related to the project.
- Provide full-time on site services of an owner's representative during construction and, as necessary, during the close-out of construction.
- Consistent with the project construction schedule, monitor the activities of contractors, subcontractors, designer/architect/engineer, and consultants of processing of shop drawings, project data and samples, and delivery of products requiring long lead time procurement.
- Expedite and participate in the School Committee and or FCSC's review of project data and samples when such review is requested by the designer/architect/engineer.
- Endeavor to obtain satisfactory performance from each contractor and each subcontractor. Recommend courses of action to the School Committee/ FCSC when the requirements of the contract are not being fulfilled and the non-performing party will not take satisfactory corrective action.
- Advise the Committee of necessary or desirable changes to the project, assist in negotiation of the Contractor's proposals for changes, submit recommendations to the designer/architect/engineer and the School Committee/ FCSC, and, if accepted, prepare or cause the contractor to prepare change orders for the designer's review and the School Committee/ FCSC's approval.
- Establish and implement a system for monitoring and reporting on change orders, including approved change orders, pending change orders, and anticipated change orders.
- Coordinate and monitor the progress of separate but related infrastructure work that may be required on the project, including work on water/sewer system, and utilities.
- Assist the School Committee/ FCSC in selecting and retaining professional services of testing laboratories. Coordinate these services.
- Assist the School Committee/ FCSC and the user agencies with any moves required to occupy the project and with the disposition of any surplus supplies resulting from the project in accordance

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with Article 5A, Section 8 of the Town's General By-laws and all other applicable laws.

- Prepare monthly status reports including the key performance metrics of schedule, quality, and cost.
- Ensure that all consultants and contractors process submittals, shop drawings, and requests for information in a timely manner.

Post-Construction Phase

The OPM will:

- Assist the School Committee/ FCSC and the designer in the establishment of an inventory of technology and equipment required for the projects, monitor those responsible for procuring the furnishings and equipment, and recommend a timeline which will ensure that the projects will be fully operational by the deadline established for opening of the facility.
- Serve as the School Committee/ FCSC's representative in overseeing substantial completion procedures.
- Oversee the performance of punch list work and recommend final payment and contractor close-out items and timing.
- Ensure that building systems and utilities are tested and operating and that all operating guides, literature, and warranties have been provided to the School Committee/ FCSC.
- Upon receipt of notice by the contractor of substantial completion of the project, submit a recommendation to the School Committee/ FCSC as to whether to accept that the project has been substantially completed. If the recommendation is not to accept the project as substantially completed, identify the specific steps which the School Committee/ FCSC must undertake to reach final completion.
- Assist in matters pertaining to the occupancy including the Certificate of Occupancy process.
- At the conclusion of the project, assist the School Committee/ FCSC in obtaining the as-built drawings and all other construction-related documents and all materials necessary for occupancy and full operation of the facility.

A. Meetings and Communication

The Owner's Project Manager shall maintain a high level of communication with School representatives throughout the project.

During all phases of work, the Owner's Project Manager shall make presentations to the School Committee/FCSC, Superintendent, Town permitting boards, and other reviewing agencies as required

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at project milestones.

B. Preliminary Project Schedule

The following schedule is not intended to provide a completion date for each deliverable but to illustrate the estimated date by which each item must be completed to maintain the overall project schedule. It is expected that the selected Owner’s Project Manager will include milestone dates for each deliverable in their detailed Project Calendar to be provided during Start-Up.

Task	Completion Date
RFQ available on School’s website	October 26, 2023
RFQ appears in Central Register on the Commonwealth of Massachusetts and the Hingham Journal	October 26, 2023 to November 15, 2023
Deadline for written questions	November 7, 2023
Responses due	November 13, 2023
Deadline for submission of Owner’s Project Manager Qualifications	November 16, 2023
Shortlisted Owner’s Project Manager interviews (if required)	Week of November 27th (Estimated)
Negotiate with selected Respondent	Week of December 4, 2023
Contract presented for school committee approval	December 11, 2023
Phase I – Review of project deliverables to date	Late December
Phase I – Assist Owner with Designer Selection Process	January, 2024
Phase II - Detailed Design and OPM funding	February/March, 2024
Phase III - Construction & Post Construction Phases	May 2024 - October 2024

C. OPM Fee

The Fee for basic services and expenses will be negotiated.

Prior to negotiating a contract with the top-ranked Owner’s Project Manager, the firm should be prepared to provide the following information:

- Detailed explanation of the OPM’s proposed fee proposal
- Hourly rates for the Owner’s Project Manager’s personnel and consultants
- The markup, if any, that the Owner’s Project Manager will add to costs, including sub-consultant fees, or reimbursable expenses, resulting from a change in the scope of work.

The Owner’s Project Manager will provide both the Phase II and III work, subject to future fundraising.

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III. Response to RFQ - OPM Qualifications

A proposed form of contract for Owner's Project Manager Services is attached to this RFQ ([Attachment A](#)) subject to final revision and approval by the School Committee. Individuals/firms submitting an application in response to this RFQ must specify any exceptions to the Contract at the time of application. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions. The selected OPM will be required to provide a certificate of professional liability insurance, at the time of contract execution, in accordance with the Agreement – [Attachment A](#).

Minimum Qualifications

In accordance with M.G.L. Chapter 149 Section 44A½ and all other applicable laws, the OPM shall be a person who is registered by the Commonwealth as an architect or professional engineer and who has at least five years experience in the construction and supervision of construction of buildings, or a person, if not registered as an architect or professional engineer, who has at least seven years experience in the construction and supervision of construction of buildings. The OPM shall be independent of the designer, general contractor, or any subcontractor involved in the project.

RFQ Response Requirements

Individuals or firms interested in applying must meet the following requirements:

1. Applications – One original document and five (5) copies and one (1) electronic copy in text-searchable PDF or similar format on a USB drive – must be received on or before 11:00 AM on November 16, 2023. The applications must include the following:
 - a. Letter of interest addressed to Director of Finance and Operations Aisha Oppong including relevant experience and areas of expertise.
 - b. Resumes of all key personnel.
 - c. Completed DCAMM Designer Application Form. The applications shall be on the “Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction” (updated July 2016) or the most recent version as developed by the Designer Selection Board of the Commonwealth of Massachusetts. The form is attached hereto as [Attachment F](#) and can also be found on the [DCAMM website](#).
 - d. Evidence of professional liability insurance with at least the minimum liability coverage amounts noted in this RFQ in [Attachment A](#)
 - e. [Attachment B](#) – Certificate of Non-collusion
 - f. [Attachment C](#) – Certifications
 - g. [Attachment D](#) – Certificate of Authority (if applicable)
 - h. [Attachment E](#) – Certificate of Compliance with Massachusetts Tax Laws

Qualifications packages should be provided in simple spiral binders or stapled. Double-sided printing is encouraged where appropriate to reduce paper.

2. Qualifications shall be addressed to the attention of:
Superintendent
220 Central Street
Hingham, MA 02043
Attn: Aisha Oppong

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3. Qualifications must be clearly identified by marking the package or envelope with the following: **“Hingham High School's Wellness Center RFQ: Qualifications for [Insert Name of Applicant].”**
4. All questions regarding this RFQ should be addressed exclusively via email to:

Aisha Oppong
Director of Business and Finance
aoppong@hinghamschools.org

The deadline for written questions is 12:00 PM EST on November 7, 2023.

IV. Selection

The School Department will consider the following criteria in evaluating Qualifications:

1. Demonstrated recent experience and expertise in administration and management of at least three (3) similar projects within the last ten (10) years where the OPM was involved during design as well as administration of construction. **20 points**
2. Documented successful past performance on Massachusetts public construction projects including positive working relationships with local awarding authority, staff, local officials, and public Building Committees, and knowledge of state laws, rules, regulations, and building trade procedures. **10 points**
3. Working knowledge of M.G.L Chapter 149, Section 44A½, Chapter 149A Sections 1-12, and Chapter 30 and regulations promulgated thereunder and all other applicable laws. **10 points**
4. Documented successful past performance in the permitting process. **10 points**
5. Documented financial and managerial stability of the firm. **10 points**
6. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract. Capacity of the firm to meet the time commitments required by the project. **10 points**
7. The qualifications of the key personnel and/or consultants to be assigned to the project. **10 points**
8. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the Owner. **10 points**
9. References from at least three (3) recent clients for similar projects, **10 points**
10. Any other criteria the awarding authority considers relevant to the project.

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V. Other

Rule for Award

The Owner reserves a period up to sixty (60) calendar days following the opening of the qualifications in which to evaluate and award the contract.

The Owner herein declares its express purpose not to award the contract to any individual/firm unable to furnish evidence, satisfactory to the Owner, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. The OPM must possess and identify the physical resources, equipment, and personnel necessary to carry out the work in accordance with the specified requirements. If requested, any individual/firm may be required to demonstrate financial stability satisfactory to the Owner.

The Superintendent is the awarding authority for the contract (Attachment A, or a contract substantially in this form). Further, the contract will not be binding until it has been approved by the School Committee. Award, payment, and performance obligations shall depend on the fundraising ability of the Hingham Sports Partnership .

The Owner reserves the right to reject any and all qualifications as determined to be in the best interests of the Owner and to waive minor informalities.

Federal and State Taxes

The Owner is exempt from federal and state sales taxes and or use taxes. Such taxes are not to be included in the fee to be negotiated with the selected OPM.

Information about Changes to the RFQ (Addenda)

In the event that changes/additions are made to this RFQ, written addenda will be posted by the Owner on the Hingham website at [Hingham Public Schools Bids](#). It is the responsibility of all respondents to check that website for any such addenda. Written addenda will be incorporated into the RFQ and will become part of the contract.

Examination of Documents and Questions

Respondents shall be satisfied as to the requirements of the contemplated services to enable intelligent preparation of their Qualifications. Respondents shall be familiar with all of the RFQ documents before submitting Qualifications in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that Qualifications are based on incomplete information.

Inquiries concerning any part of this RFQ shall be directed via email to the individual(s) listed under the Procurement Schedule. Respondents should note that oral communications are not binding on the Owner. All requests/questions must be submitted in writing via email as referenced under the Procurement Schedule by the deadline. The Owner will respond to written questions that are received by the deadline and will forward responses to all persons who are on record as receiving the RFQ package as recorded through the Owner's procurement webpage ([Hingham Public Schools Bids](#)). Questions received after the due date will not be responded to unless the Owner determines it is necessary.

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New Hingham High School's Wellness Center**

Proposal Modifications or Withdrawals

Qualifications may be corrected, modified, or withdrawn prior to the submission deadline. Requests to do so must be received in writing to Aisha Oppong via email at aoppong@hinghamschools.org. After the submission deadline, qualifications may not be changed. Minor mistakes, informalities, or irregularities may be waived by the Owner.

Premature Opening of a Proposal

The Owner will not be responsible for the premature opening of any Qualifications not properly identified. The Owner may reject Qualifications which are incomplete, not properly endorsed or signed, or which otherwise are contrary to these instructions.

Unexpected Closure or Delays

If, at the time of the scheduled Qualifications submission deadline, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, public health emergency, or other event, the deadline will be postponed until 11:00 A.M. on the next normal business day. Qualifications will be accepted until that date and time.

Late Submissions

The Owner assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE QUALIFICATIONS WILL NOT BE CONSIDERED.

Rejection of Qualifications

The Qualifications must satisfy all the requirements of the RFQ in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the Qualifications unless the Owner determines that such failure constitutes a minor informality that can be corrected without prejudice to other respondents. Qualifications may be rejected if the respondent does one or more of the following:

- Fails to adhere to one or more of the provisions established in the RFQ
- Fails to submit its Qualifications by the time or in the format specified herein or to supply the minimum information requested herein
- Fails to submit its Qualifications to the required address on or before the specified submission deadline
- Misrepresents its service or provides demonstrably false information in its Qualifications
- Fails to provide material information
- Qualifications which are incomplete, or not properly endorsed or signed

The Owner reserves the right to reject any and all Qualifications as determined to be in the best interests of the Owner and to waive minor mistakes, informalities, or irregularities.

General and Special Provisions

The consideration of all Qualifications and subsequent selection of the successful OPM shall be made without regard to race, color, sex, gender identity, sexual orientation, age, handicap, religion, political affiliation, or national origin.

The OPM shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B). The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful OPM may receive or award as a result of this contract.

**Hingham Public Schools
Request for Qualifications for
Owner's Project Manager Services
New Hingham High School's Wellness Center**

Services provided by the OPM shall be rendered through a professional services contract; the OPM will not be considered an employee of the Owner and will not receive any benefits of an employee.

The OPM shall comply with M.G.L. Chapter 66A to the extent applicable if the OPM becomes a "holder" of "personal data." The OPM shall also protect the physical security and restrict any access to personal or other Owner data in the OPM's possession, or used by the OPM in the performance of the Contract, which shall include, but is not limited to the Owner's public records, documents, files, software, equipment, or systems.

Ownership of Documents: All Qualifications, materials, drawings, plans, etc. shall become the property of the Owner and may not be disposed of without notification and shall be subject to the public records law to the extent applicable.

The OPM selected shall be expected to comply with all applicable federal and state laws in the performance of services.

By execution of a contract with the Owner, the OPM acknowledges that the Town of Hingham is a municipality for the purposes of M.G.L. Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the OPM based on said statute.

The provisions of M.G.L. c. 7C, and all other applicable laws and certifications are incorporated herein by reference. By submitting a response to this RFQ, the respondent is certifying to all matters required under M.G.L. c. 7C, and all other applicable laws and certifications.

Contract Terms and Conditions

The contract is anticipated to be executed by the date indicated under the Procurement Schedule for this RFQ. The Owner reserves the right to change, delay, cancel, or expedite the contract execution date. The selected OPM is required to furnish all bonds and certificates of insurance required under the contract in a form acceptable to the Owner prior to the execution date.

The Owner's proposed form of contract is incorporated herein as Attachment A. Respondents are expected to review the sample contract. Unless otherwise noted by the Owner in this RFQ, the terms and conditions contained therein are NOT negotiable.

VI. Attachments

Attachment A: Agreement between Owner and OPM

Attachment B: Certificate of Non-Collusion

Attachment C: Certifications

Attachment D: Certificate of Authority

Attachment E: Certificate of Compliance with Massachusetts Tax Laws

Attachment F: DCAMM Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction

ATTACHMENT A

HINGHAM PUBLIC SCHOOLS



**AGREEMENT
(Owner's Project Management Services)**

This Agreement (hereafter "Agreement" and/or "Contract") is made this ____ day of _____, 2023 by and between the Hingham Public Schools, a department of the Town of Hingham, Massachusetts, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, of 220 Central Street, Hingham, MA 02043 ("Owner") and _____, of _____ ("Owner's Project Manager" and/or "OPM") to provide Owner's Project Management Services related to planning, design and construction of the New Hingham High School Wellness Center, as further described on Attachment A incorporated herein.

Whereas, the Owner issued a Request for Qualifications ("RFQ") for Owner's Project Management Services ("OPM Services") for the planning, design and construction of the New Hingham High School Wellness Center ("Facility"); and

Whereas, the OPM submitted a Proposal ("Proposal") in response to said request and the Owner has accepted said Proposal and selected the OPM to provide the Owner with the requested supplies and/or services; and

Whereas, the Owner is entering into this Agreement pursuant to the provisions of M.G.L. c. 149, § 44A½ and all other applicable laws;

Now, therefore, for good and valuable consideration the parties hereby agree as follows:

For the performance of all services required under this Contract, the Owner's Project Manager shall be compensated by the Owner as follows in accordance with the provisions of Attachment B incorporated herein:

Not-to-Exceed Fee for Owner's Project Manager's Services:

[\$insert total fee amount]

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ARTICLE 1: DEFINITIONS

APPROVAL -- a written communication from the Owner approving either the work of the current Project phase and authorizing the Designer and/or Owner's Project Manager to proceed to the next Project phase or the scope and compensation for either Extra Services or Reimbursable Expenses. The Approval may include the approval of compensation, the construction budget, and the time required for submission.

ARCHITECT/ENGINEER -- herein also referred to as the DESIGNER -- the person or firm with whom the Owner contracts to perform the professional Designer Services for this Project.

BASIC SERVICES -- the Basic Services to be provided by the Owner's Project Manager under this Contract.

CONTRACT -- this Contract, also referred to as this Agreement, inclusive of all Exhibits, between the Owner and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACT AMOUNT -- the total amount of compensation to the Owner's Project Manager for Basic Services, Extra Services, and Reimbursable Expenses, which amount may be revised with the approval of the Owner and the Owner's Project Manager.

CONTRACTOR or GENERAL CONTRACTOR -- the person or firm with whom the Owner contracts to perform the construction of the Project.

DESIGNER SERVICES -- the services to be performed by the Designer and its sub-consultants or its subcontractors for this Project.

EXTRA SERVICES -- services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services.

FEE FOR BASIC SERVICES -- the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the Owner's sole discretion, the Basic Services required under this Contract.

GENERAL LAWS -- the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

OWNER -- the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property and is responsible for administering this Contract.

OWNER'S PROJECT MANAGER -- the person or firm identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

PRINCIPALS -- the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the project.

PROJECT -- the construction of work described on the cover page of this Contract for Project Management Services and other documents attached hereto or incorporated by reference herein, as further described in this Contract.

PROJECT DIRECTOR -- the employee of the Owner's Project Manager meeting the requirements of Article 4.8 who has been designated in writing by the Owner's Project Manager as its authorized

representative and shall be the person who shall oversee the Project Management Services provided under this Contract.

REIMBURSABLE EXPENSES – expenses due to the Owner’s Project Manager, if included in the Contract Amount.

SUBCONTRACTOR OR SUBCONSULTANT -- any individual, company, firm, or business having a direct contractual relationship with the Owner’s Project Manager, who provides services on the Project.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

2.1 The Owner’s Project Manager shall act as an agent of the Owner in providing the services required under this Contract. The OPM shall perform all services hereunder as an independent contractor and payment for such services shall be made without deductions. The OPM shall be responsible for all withholding taxes, other taxes, contributions to social security and any other deductions which may be required by state or federal law with respect to the services provided hereunder.

2.2 The Owner’s Project Manager warrants to the Owner that it shall perform its services hereunder in a manner consistent with that degree of skill and care ordinarily exercised by similarly situated members of Owner’s Project Manager’s profession on projects of similar size, scope and complexity as is involved on the Project.

2.3 Nothing in this Contract shall be construed as an assumption by the Owner’s Project Manager of the responsibilities or duties of the Contractor or the Designer. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for safety precautions and programs in connection with the Project and for performing in accordance with the contract between the Owner and Contractor. The Designer is solely responsible for the design requirements and design criteria for the Project and for performing in accordance with the contract between the Owner and Designer. The services provided by the Owner’s Project Manager shall be rendered in coordination with the services provided by the Designer. It is not intended that the services of the Owner’s Project Manager shall be duplicative of the Designer’s Services, but rather complementary. The Owner’s Project Manager shall be entitled to rely upon the Designer and Contractor for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall administer the Contract. The Owner shall provide oversight of the Owner’s Project Manager's work.

3.2 Actions by the Owner

3.2.1 The Owner shall render all approvals required by this Contract in writing to the Owner’s Project Manager, or the Owner shall notify the Owner’s Project Manager in writing why such approvals are being withheld.

3.2.2 The Owner shall not unreasonably withhold any approval, acceptance, or consent required under this Contract.

3.2.3 The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day to day communication between the Owner and the Owner’s Project Manager.

3.3 Payments to Owner's Project Manager

3.3.1 The Owner shall make payments to the Owner's Project Manager as provided in Articles 6, 7, and 8 and Attachment B.

3.4 Notices to Proceed

The Owner shall, from time to time, provide the OPM with Written Notices to Proceed, which shall authorize the OPM to perform tasks designated on Attachment B.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

4.1 Basic Services - The OPM will monitor the performance of the Designer and the Contractor and will advise the Owner of any concerns regarding their performance. The OPM's responsibilities include project management activities such as: budget and schedule matters; contract management; working with the Superintendent, School Committee/FCSC, Hingham Sports Partnership and other Hingham authorities to respond to issues that arise during construction to mitigate the impact of construction activities; preconstruction activities; operational support; project support; implementation of project management controls and systems, such as financial reporting, project accounting, document filing, preparation of reports on construction progress and on particular issues; construction contract administration services; change order administration and claims and disputes management.

4.1.1 The Owner's Project Manager shall provide project management services to facilitate, coordinate and manage the Project and to monitor procurement procedures, design, construction and other related activities for conformance with the Massachusetts General Laws and the Owner's established schedule and budget, as approved by the Owner. Services shall continue through substantial completion, use and occupancy by the Owner, and project closeout .

4.1.2 The Owner's Project Manager, as the Owner's agent, shall serve as an advisor and representative of the Owner for the Project. The Owner's Project Manager shall prepare agendas for and attend School Committee/FCSC and other related meetings. The Project Manager shall also attend meetings with other Town offices and boards, and shall attend neighborhood meetings relating to the Project, as necessary. The Owner's Project Manager shall participate as a member of the Owner's Prequalification Committee.

4.1.3 The Owner's Project Manager shall assist the Owner in the preparation of application material, requests for reimbursement, and other documentation that the Owner is required to submit to the Town authorities.

4.1.4 The Owner's Project Manager shall monitor and review for accuracy, efficiency, coordination, and cost-effectiveness all designs, drawings, reports, estimates and other work furnished by the Designer.

4.1.5 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer to discuss those submissions. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.

4.1.6 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, General Contractor, equipment vendors and

all other contractors and suppliers and vendors and make recommendations to the Owner relative to amounts due.

4.1.7 The Owner's Project Manager shall review, document and make recommendations to the Owner relative to all claims for additional compensation made by the Designer, Contractor and all other contractors and all suppliers and vendors.

4.2 Quality and Standards

4.2.1 The Owner's Project Manager shall complete the services required under this Contract in a timely manner.

4.2.2 The Owner's Project Manager services shall be performed in conformance with applicable federal, state, and local laws, bylaws and regulations.

4.3 Project Budget

4.3.1 The Owner's Project Manager shall prepare a detailed review of the cost estimates prepared by the Designer during the course of the Project.

4.3.2 In the event the cost as estimated by the Designer exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work or the construction budget.

4.3.3 The Owner may at the Owner's option, direct the Owner's Project Manager to prepare with its own forces or through a subconsultant, one or more professional construction cost estimates, in which event the Owner's Project Manager shall receive additional compensation based on either Article 8 or Article 9.

4.4 Project Schedule

4.4.1 The baseline Master Project Schedule ("Master Project Schedule"), developed by the Designer, will serve as a project control schedule against which Project progress will be measured.

4.4.2 The Owner's Project Manager shall assess the actual progress of the Project relative to the Master Project Schedule on a monthly basis and update the baseline Master Project Schedule.

4.4.3 In the event actual progress of the Project varies from the baseline Master Project Schedule, the Owner's Project Manager shall consult with the Designer and the Contractor and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the Contractor to achieve the baseline Master Project Schedule forecasts or revisions that should be made to the Master Project Schedule.

4.5 Performance Monitoring

4.5.1 The Owner's Project Manager shall monitor the performance of the Designer, General Contractor and any other contractor or consultant working for the Owner on the Project with respect to timely performance in accordance with the Master Project Schedule and monitor in general the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled.

4.5.2 The Owner's Project Manager shall report to the Owner any act or inaction which the Owner's

Project Manager believes creates a health or safety risk.

4.6 Project Records and Reports

4.6.1 The Owner's Project Manager shall maintain a complete project file including, but not necessarily limited to, a copy of the executed Owner design contract, including all amendments thereto; a copy of all payments to the Designer; a copy of the executed Owner-Contractor Agreement including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings and schedules, requests for information, change orders, change directives and meeting minutes.

4.6.2 The Owner's Project Manager shall submit monthly written progress reports to the Owner providing the following information: the progress of the entire Project in comparison to the Master Project Schedule showing percentages of completion of design and construction, a financial report showing an updated project budget and actual expenses incurred to date, change orders, proposed change orders, and any other issues that may result in additional time and/or additional cost to the Project.

4.6.3 The Owner's Project Manager shall provide the owner with a Written Quarterly Progress Report. It shall include the following type of information (1) an "Executive Summary", which summarizes the work performed on the Project during preceding quarter, indicating unusual problems, deviations from the schedule, the staffing plan or estimated Project costs; (2) a combined proposed "Change Order Log" and a "Significant Risk Log" which identifies the need for any significant amendment to the scope of the contractor's work, and recommendations from the Project Manager regarding steps that should be taken to avoid or mitigate significant concerns; (3) an update on the status of the overall Project budget, showing expenditures incurred for cost line items, balances remaining, highlighting any particular areas of concern; and the approximate percent of work that has been completed and the status of payments that have been made to the Designer, the Contractor and the Project Manager; (4) a "Miscellaneous Summary" which highlights any significant issues not addressed in items (1) – (3) above.

4.7 Ownership of Documents

4.7.1 All documents, including but not necessarily limited to, studies, designs, drawings, specifications, materials, and submissions prepared under this Contract shall be the property of the Owner, and at the completion or termination of the Owner's Project Manager's services, original documents shall be promptly turned over to the Owner. The Owner shall have all right, title and interest in such submissions, including any rights under copyright law, whether express or implied. All such documents shall be subject to the public records law to the extent applicable.

4.8 Project Director – Key Personnel

4.8.1 The Owner's Project Manager acknowledges the importance the Owner attributes to the abilities and qualifications of the Owner's Project Manager's team members that will perform the services under this Agreement. This Agreement has been entered into on the representation that specific individuals designated as the Project Management team will perform services throughout the duration of the Project. No substitution or replacement of a team member shall be made by the Owner's Project Manager without the prior written approval of the Owner. If the Owner's Project Manager proposes to replace a team member, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person being replaced. The Owner shall, in its sole discretion, retain the right to approve a proposed replacement for a team member. In the event the Owner decides not to accept the replacement offered by the Owner's Project Manager, the Owner shall have the right to terminate this Contract.

4.8.2 At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant after consultation with the Owner's Project Manager.

ARTICLE 5: SUBCONTRACTORS

5.1 The Owner's Project Manager may employ Subcontractors, subject to the prior written approval of the Owner, in order to perform services under this Contract. The employment of Subcontractors shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

5.2 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subcontractor whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of a subcontract and to initiate corrective measures it determines are necessary and in the best interest of the Owner.

5.3 Nothing in this Agreement shall create any benefit, right or contractual relationship with any third party including any subcontractors of the OPM. The OPM shall be solely liable for all payments to all third parties or subcontractors and shall fully indemnify and hold harmless the Owner from any and all claims made against the Owner by OPM's third parties or subcontractors.

ARTICLE 6: COMPENSATION

6.1 For the performance of Basic Services required under Article 7 of this Contract and for additional services and costs specified under Articles 8 and 9, the Owner's Project Manager shall be compensated by the Owner in the amount specified on Attachment B. The Payment of the Fee for Basic Services shall be made monthly according to a Payment Schedule that will be developed by the Owner's Project Manager and approved by the Owner.

6.2 The Owner's Project Manager shall submit invoices for payment to the Owner on a monthly basis and otherwise in accordance with the agreed Payment Schedule. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice.

6.3 Final Payment: The Owner's Project Manager shall be paid the final amount due on the contract, less any retainage that may be allowed by this Contract, upon acceptance by the Owner of Final Completion of the Project and submission of Designer and Contractor evaluations to the Division of Capital Planning and Asset Management.

ARTICLE 7: BASIC SERVICES

7.1 The Owner's Project Manager shall perform as the Basic Services under this Contract those services which are set forth in Article 4. In addition to the services set forth in Article 4, the Basic Services to be performed by the Owner's Project Manager shall include the following:

7.2 Pre-Design

7.2.1 During the Pre-Design phase, the Owner's Project Manager shall, generally, gather information required to familiarize themselves with the Project and the participants who must be communicated with during the design process. The Owner's Project Manager shall provide advice, consultation and guidance to the Owner relative to:

- a. Preparation of the project scope, budget and schedule;
- b. Preparation of designer selection materials;
- c. Preparation and negotiation of designer services contracts;
- d. Selection of designers and other consultants in accordance with M.G.L. c. 7C, §§ 44-58 and all other applicable laws including execution of contracts and maintenance and tracking of insurance certificates;

7.2.2 Along with the Designer, the Owner's Project Manager shall evaluate and make recommendations to the Owner regarding the need for and assist in the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work .

7.2.3 Meet with the Owner, Designer and other project participants as necessary.

7.3 Schematic Design

7.3.1 During Schematic Design, the Owner's Project Manager shall monitor the activities and responsibilities of the Designer in development of the scope, schedule, budget and review the Architect's construction cost estimates, including the review of the Designer's preliminary drawings as required to generally describe the scope of work for the project. The Owner's Project Manager shall:

- a. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations.
- b. Work with the Owner and Designer to update the Master Project Schedule.

7.3.2 To the extent not performed during the Pre-Design Phase, the Owner's Project Manager shall evaluate and make recommendations to the Owner regarding the need for site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work.

7.3.3 The Owner's Project Manager shall monitor the status of the design contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and

make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the design contract with the Owner are not being fulfilled.

7.3.4 Meet with the Owner, Designer and other project participants as necessary.

7.4 Design Development

7.4.1 During Design Development, the Owner's Project Manager shall continue to monitor the activities and responsibilities of the Designer in the further development of the scope, schedule, budget and construction cost estimates, including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:

- a. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations.
- b. Work with the Owner and Designer to update the construction budget and schedule.

7.4.2 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment on Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the design contract with the Owner are not being fulfilled.

7.4.3 Meet with the Owner, Designer and other project participants as necessary.

7.5 Construction Documents

7.5.1 During this phase of the Project, the Owner's Project Manager shall continue to monitor the activities and responsibilities of the Designer in the preparation of complete construction specifications and drawings in accordance with the Owner-Designer Contract and review the Designer's construction cost estimates. The Owner's Project Manager shall:

- a. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations.
- b. Work with the Owner and Designer to update the construction budget and schedule.

7.5.2 Provide advice, consultation and guidance to the Owner and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to MGL c.149 §44D¹/₂ and §44D³/₄ as applicable.

7.5.3 Along with the Designer, meet with local building officials to review the construction documents and assist the Owner in obtaining all final waivers, approvals and permits, including the building permit.

7.5.4 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

7.6 Bidding

7.6.1 During the Bidding phase of the Project, the Owner's Project Manager shall monitor the

activities and responsibilities of the Designer during the advertisement, distribution of bidding documents and solicitation of public bids in accordance with MGL c.149 §§44A through 44J and other public construction-related statutes. The Owner's Project Manager shall:

- a. Administer general contractor and subcontractor prequalification requirements pursuant to MGL c.149 §44D½ and §44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
- b. Attend and, if directed by the Owner, conduct all pre-bid conferences and meetings.
- c. Attend and, if directed by the Owner, conduct all sub-bid and general bid openings.
- d. Review all sub-bids and general bids for responsiveness, bidder eligibility, completeness, accuracy and price and make recommendations to the Owner relative to their acceptance and determination of bidder responsibility.
- e. Review alternates and make written recommendations as to their acceptance.

7.6.2 If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, consult with the Designer and make recommendations to the Owner relative to bringing the Project within budget.

7.6.3 Make recommendations to the Owner relative to the negotiation and award of a construction contract.

7.7 Construction

7.7.1 During this phase of the Project, the Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the construction contract administration and in the construction of the Project.

7.7.2 Assist the Owner in the preparation and execution of the Owner-Contractor Agreement. Obtain from the Contractor performance and payment bonds, insurance certificates, etc. required for contract execution.

7.7.3 Assist the Owner and the Designer in preparing and sending the Contractor Notice to Proceed.

7.7.4 Assist the Owner by providing the Contractor with copies of construction contract documents.

7.7.5 Monitor the Designer's administration of the Owner-Contractor Agreement including processing of submittals, issuance of timely decisions and directives and assuring that each consultant or subcontractor to the Designer makes visits to the Project as necessary during the time that construction is occurring on the major portion of the work to which the consultant's or subcontractor's services relate. Make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer in the Designer's contract with the Owner are not being fulfilled.

7.7.6 Provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subcontractor to the Owner's Project Manager, to monitor the quality and progress of construction and make recommendations to the Owner when, in the opinion of the Owner's

Project Manager, requirements of the Owner-Contractor Agreement are not being fulfilled.

- a. Selection of the Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.
- b. Unless otherwise directed, the Project Representative shall be present at all times when the Contractor is conducting operations at the site during normal hours for 40 hours per week. Additional hours on site beyond 40 hours shall be considered additional to the basic services and Owner's Project Manager shall receive compensation for working such additional hours. Representation by the Owner's Project Manager shall commence from within two weeks of issuance by the Owner of a Notice to Proceed to the Contractor and shall continue during the punch list completion and close-out phase of the Project, until the issuance to the Contractor of a certificate of final completion by the Owner.
- c. The Project Representative shall keep a daily log containing a record of weather, the Contractor's work on-going on site, number of workers, visitors to the site, safety status of the project, equipment in use or being installed, work accomplished, problems encountered and other similar relevant data as the Owner may require.
- d. The Project Representative shall maintain at the Project site, on a current basis, a record copy of construction contract documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- e. The Owner's Project Manager shall furnish monthly to the Owner a summary of the work performed during the prior month, highlighting any particular issues or concerns. .

7.7.7 Attending weekly job meetings at the Project to observe the quality and progress of the work.

7.7.8 Assist the Designer in preparing proposal requests and monitor and review proposed change orders, recommending appropriate action.

7.7.9 Review and recommend approval of the General Contractor's payment requisitions, including verification of the Designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.

7.7.10 Provide advice, consultation and guidance to the Owner in the resolution of disputes between the Contractor and the Designer.

7.7.11 Monitor the Contractor's compliance with Massachusetts prevailing wage requirements pursuant to M.G.L. c.149 §§26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.

7.7.12 Monitor the Designer's and Contractor's compliance with MBE/WBE Requirements if required by the construction contract.

7.7.13 Monitor the Contractor's compliance with the construction schedule and make recommendations to the Owner when, in the opinion of the Owner's Project Manager,

requirements of the Contractor in the Owner-Contractor Agreement are not being fulfilled.

7.7.14 Monitor the procurement of furniture, fixtures and equipment that is not included in the construction contract.

7.7.15 Nothing herein shall be construed as placing any responsibility on the Owner's Project Manager for construction means, methods, techniques, sequences or procedures.

7.7.16 If the Owner requires the Contractor to submit information required under the CORI requirements of the construction contract, the Owner's Project Manager shall assist the Owner's efforts in obtaining the Contractor's compliance, provided, however, that Owner's Project Manager shall, under no circumstances, be responsible if the Contractor, a subcontractor, or an individual fails to comply with the CORI reporting requirements.

7.7.17 The Owner's Project Manager shall receive and review direct payment demands submitted by subcontractors to the Owner pursuant to G.L. c. 30 Section 39F. The Owner's Project Manager shall make recommendations to the Owner regarding the actions the Owner should take to address the subcontractor direct payment demands.

7.8 Completion

7.8.1 During this phase of the Project, the Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.

7.8.2 The Owner's Project Manager shall oversee and report on the Contractor's efforts to complete the punch list that the Designer develops for each contract and shall assist the Designer, as necessary, in reviewing the completion of the punch list.

7.8.3 The Owner's Project Manager shall assist in securing and review and recommend approval of all project completion forms and documentation necessary for occupancy and full operation of the Facility including, but not necessarily limited to, inspection certificates of local building authorities, certificate of substantial completion, certificate of final completion, occupancy permit, as-built drawings, operations and maintenance manuals, the assembly of warranties and guarantees required under the construction contract, and in assisting the Owner's employees in receiving operational training for the new systems and equipment that the Contractor installs.

7.8.4 The Owner's Project Manager shall make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner or the requirements of the Contractor in the Owner-Contractor Agreement are not being fulfilled.

7.9 Evaluation of Designer and Contractor

7.9.1 As the Owner's agent, the Owner's Project Manager shall provide written evaluations of the performance of the Designer(s) pursuant to M.G. L. Chapter 7 Section 38E and the Contractor(s) pursuant to M.G.L. Chapter 149 Section 44D.

ARTICLE 8: EXTRA SERVICES

8.1 General

8.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and are to be paid for separately.

8.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of Extra Services.

8.1.3 Cost proposals for Extra Services that are performed directly by the Owner's Project Manager shall be computed in accordance with the Hourly Rate Schedule established in Attachment B.

8.2 Unless specifically indicated otherwise and with the prior written approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:

8.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;

8.2.2 Assisting in the appeals process of permitting boards or commissions;

8.2.3 Furnishing services related to rebidding of the general bid if not the fault of the Owner's Project Manager;

8.2.4 Furnishing services in connection with a bid protest filed in court or with the office of the Attorney General, provided such bid protest did not arise due to the fault of the Owner's Project Manager;

8.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor;

8.2.6 Providing consultation concerning replacement of any work damaged by fire, flood, abnormal weather or other similar cause.

8.2.7 Assisting the Owner in litigation, claims resolution, arbitration or non-binding mediation arising out of the design contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager.

8.2.8 Furnishing services to oversee contract administration, coordination and materials placement for Furniture, fixtures and equipment.

8.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of extra services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment B.

8.4 The Owner may request that the Owner's Project Manager prepare or obtain one or more detailed estimates of the estimated construction costs during the design of the Project. The Owner's Project Manager shall submit a proposal for Extra Services for preparing or obtaining a detailed cost estimate. If an outside cost estimating firm is used, the Owner's Project Representative shall receive a 10% markup on the costs of preparing such estimate.

ARTICLE 9: REIMBURSABLE EXPENSES

9.1 For coordination and responsibility for the work described in the following paragraphs 9.1.1 and 9.1.2, the Owner's Project Manager shall be reimbursed its actual costs, supported by invoices or receipts. The Owner and Project Manager may, alternatively, agree to a lump sum cost for routine reimbursable expenses, such as telephone, postage, deliveries and fax and copying costs. The following are reimbursable expenses:

9.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as extraordinary copying or printing, filing fees, and permit fees that are normally paid by the Owner.

9.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

9.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subcontractors for travel expenses or sustenance.

ARTICLE 10: RELEASE AND DISCHARGE

10.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 6 or Article 11 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and its employees and agents, from all claims of the Owner's Project Manager and its subcontractors for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Owner and Authority with, or prior to, the last invoice.

ARTICLE 11: ASSIGNMENT, SUSPENSION, TERMINATION

11.1 Assignment:

11.1.1 The Owner's Project Manager shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Owner.

11.2 Suspension

11.2.1 The Owner may suspend this Agreement at any time for convenience and without cause by written notice to the Owner's Project Manager. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices are properly submitted.

11.3 Termination

11.3.1 The Owner may terminate this Agreement at any time for convenience and without cause upon thirty (30) days prior written notice to the Owner's Project Manager. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such termination for which invoices are properly submitted.

11.3.2 By written notice to the Owner, the Owner's Project Manager may terminate this Contract:

a. if, within thirty (30) days following written notice from the Owner's Project Manager to the Owner of any material default by the Owner under the Contract, the Owner shall have failed to cure such default; or

b. if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of approval to proceed with the next phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 11.2.

c. Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 11.3.1 above regarding termination without cause.

ARTICLE 12: NOTICES

12.1 Any notice required to be given by the Owner to the Owner's Project Manager, or by the Owner's Project Manager to the Owner, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one.

ARTICLE 13: INDEMNIFICATION OF OWNER

13.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall indemnify and hold harmless the Owner and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the wrongful or negligent acts or omissions of or the breach of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its subcontractors.

ARTICLE 14: INSURANCE

14.1 Worker's Compensation Insurance: The Owner's Project Manager shall, before commencing performance of this Contract, provide, by insurance at its own expense, for the payment of compensation and the furnishing of other benefits in accordance with General Laws, Chapter 152, as amended, to all persons employed by the Owner's Project Manager and shall continue such insurance in full force and effect during the term of the Contract.

14.2 General Liability Insurance: The Owner's Project Manager shall obtain at its own expense, and have in full force before commencing services hereunder, and maintain at all times while services are performed hereunder, Comprehensive General Liability Insurance, including contractual liability coverage, providing for a combined single limit of \$1 million for bodily injury, death and property damage.

14.3 Automobile Insurance: The Owner's Project Manager shall obtain at its own expense, and have in full force before commencing services hereunder, and maintain at all times while services are performed hereunder, Automobile Liability Insurance providing limits of not less than \$500,000 per person and \$100,000 per occurrence.

14.4 Professional Liability: The Owner's Project Manager shall at its own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of the services to be performed under this Agreement, in a minimum amount of ONE MILLION DOLLARS (\$1,000,000) per Claim/Annual Aggregate. The coverage shall be in force from the time of the Agreement to the date when all construction work is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6)

years after substantial completion of construction. Since this insurance is normally written on a year-to-year basis, the Owner's Project Manager shall notify the Owner should coverage become unavailable through any insurance carrier. Substantiation that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty days prior to the intended effective date thereof, which date should be expressed in said notice.

14.5 Prior to commencement of the services, the Owner's Project Manager shall provide certificates of Insurance evidencing that the foregoing insurance has been obtained and naming the Owner as an additional insured.

ARTICLE 15: REGULATORY AND STATUTORY REQUIREMENTS

15.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:

15.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and

15.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

15.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that he/she is duly authorized to sign the Contract and that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or subcontractor for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or subcontractor of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement.

15.3 Revenue Enforcement and Protection Program (REAP): The Owner's Project Manager certifies, pursuant to M.G.L. c. 62C, § 49A, that under the penalties of perjury that the Owner's Project Manager has complied, is complying, and will comply during the terms of this Agreement with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

15.4 Interest of Owner's Project Manager: The Owner's Project Manager certifies that the execution of this Agreement and the providing of supplies and/or performance of services hereunder by the Owner's Project Manager and any third party or subcontractor is and shall be in full compliance with the applicable conflict of interest laws including M.G.L. c. 268A and that there are no existing conflicts of interest which would prohibit the OPM from providing supplies and/or performing services hereunder.

15.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry,

disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and MGL c.151B.

15.6 Certification of Non-Collusion: The signatory certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

15.7 Governing Law: This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and sets forth the entire Agreement between the parties and is binding upon and enures to the benefit of the parties hereto and their respective successors and/or assigns and all parties hereby submit to the jurisdiction and venue of the courts of the Commonwealth of Massachusetts located in Plymouth or Suffolk County for all purposes with respect to enforcement of this Agreement and all parties waive any objection to such jurisdiction and venue. If any court of competent jurisdiction holds any portion of this Agreement to be illegal, invalid, or unenforceable, the Owner and Owner's Project Manager agree that any such order shall not affect any other remaining term, clause, phrase, paragraph, section, or provision and all shall remain in full force and effect.

15.8 Compliance with Laws: The Owner's Project Manager shall comply with all federal, state and local laws, regulations, bylaws and rules applicable to this Agreement and shall obtain all necessary licenses, permits and approvals applicable to this Agreement. All of the applicable provisions of M.G.L. c. 149 and M.G.L. c. 7C, §§ 44-58 are incorporated herein by reference.

15.8.1 The Owner's Project Manager shall maintain all books, records, and accounts related to the Project in compliance with all applicable laws and the Owner shall have a right to inspect and obtain a copy of all such books, records and accounts upon request.

ARTICLE 16: AVAILABLE FUNDS

16.1 The Owner shall not be liable for any claims or requests for payment by the Owner's Project Manager that would cause total claims or payments under this Contract to exceed the amount certified as available by the Town Accountant. The Owner will advise the Owner's Project Manager, upon request, as to the amount certified for this contract by the Town Accountant.

16.2 In the event the amount certified as available to fund the Owner's Project Manager services is less than the total amount of this Contract, the Owner's Project Manager shall not incur any costs that would exceed the amount that is certified as available.

16.3 It is expected that funds may be appropriated and will be certified as available for this Contract on a phased basis and/or on a project by project basis. The Owner will provide the Owner's Project Manager with Notices to Proceed with phases of the work as those phases are funded by the Hingham Sports Partnership.

16.4 The Owner's liability for payments hereunder are subject to the appropriation of sufficient funds.

In witness whereof, the Owner and the Owner's Project Manager have caused this Agreement to be executed as a sealed instrument this _____ day of _____ 2023.

Hingham Public Schools:

Owner's Project Manager:

By: _____

By: _____

Name: Dr. Margaret Adams

Name: _____

Title: Superintendent

Title: _____

The undersigned hereby certifies that the Department followed the applicable procurement laws and that the supplies and/or services procured under this Agreement are for the benefit of the Owner and that an appropriation is available in the amount of this Agreement.

Name:

Title:

END

ATTACHMENT A of OPM /Owner Contract

DESCRIPTION OF PROJECT

ATTACHMENT B of OPM/Owner Contract

PAYMENT SCHEDULE

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws Chapter 149, § 44A1/2 and all other applicable laws.

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

Signature of individual submitting Qualifications

Date

Name of Business (please type or print)

This form is required with RFQ qualifications submission.

ATTACHMENT C

CERTIFICATIONS

In accordance with M.G.L. c. 7C § 51(b), the undersigned states that the wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amount if the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

In accordance with M.G.L. c. 7C § 51(d), the undersigned certifies under penalties of perjury that the Owner's Project Manager or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services.

The undersigned certifies under penalties of perjury that no consultant to, or subcontractor for, the Owner's Project Manager or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the Owner's Project Manager or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Owner's Project Manager or construction manager.

The undersigned certifies under penalties of perjury that no person, corporation, or other entity, other than a bona fide full-time employee of the Owner's Project Manager or construction manager, has been retained or hired by the Owner's Project Manager or construction manager to solicit for or in any way assist the Owner's Project Manager or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the Owner's Project Manager; and

Signature of individual submitting Qualifications

Date

Name of Business (please type or print)

This form is required with RFQ qualifications submission.

ATTACHMENT D

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)

2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)

3. is the duly elected _____
(Insert the title of the officer in line 2)

4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name on line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

This form is required with RFQ qualifications submission if the Qualifications are signed by a person other than the owner or president of the company.

ATTACHMENT E

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, the undersigned acting on behalf of the Bidder*, certify under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer

Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

*As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

This form is required with RFQ qualifications submission.

ATTACHMENT F

**DCAMM Standard Architect/Designer Application Form for Municipalities and Public
Agencies not within DSB Jurisdiction**

Commonwealth of Massachusetts Standard Architect/Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:	2. Project #
		This space for use by Awarding Authority only.
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)	
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:	
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:	
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):	3. Check Below If Your Firm Is Either:	
Email Address:	(1) SDO Certified Minority Business Enterprise (MBE)	<input type="checkbox"/>
Telephone No:	(2) SDO Certified Woman Business Enterprise (WBE)	<input type="checkbox"/>
Fax No.:	(3) SDO Certified Minority Woman Business Enterprise (M/WBE)	<input type="checkbox"/>
	(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE)	<input type="checkbox"/>
	(5) SDO Certified Veteran Owned Business Enterprise (VBE)	<input type="checkbox"/>

4. **Personnel From Prime Firm Included In Question #3a Above** By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	()	Ecologists	()	Licensed Site Profs.	()	Other	()
Architects	_()	Electrical Engrs.	_()	Mechanical Engrs.	_____	_____	Acoustical
Engrs.	_()	Environmental	_()	Planners: Urban./Reg.	_____	_____	Civil Engrs.
Fire Protection	_()	Specification Writers	_____	_____	_____	Code Specialists	()
Geotech. Engrs.	_____	Structural Engrs.	_____	_____	_____	Construction Inspectors	_____
()	Surveyors	_____	_____	_____	_____	Cost Estimators	_____
()	_____	_____	_____	_____	_____	Drafters	()
						Landscape	()
						Total	()

5. Has this Joint-Venture previously worked together? Yes No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:

CITY / TOWN / AGENCY

Prime Consultant

Project Manager for Study

Principal-In-Charge

Project Manager for Design

Discipline

(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline

(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline

(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline

(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right; margin-right: 50px;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right; margin-right: 50px;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____With Other Firms: _____	d. Years Experience: With This Firm: _____With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:

h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					

(5)					
-----	--	--	--	--	--

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not)	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			

		12.			
--	--	-----	--	--	--

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development/Architect/Designer; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Architect/Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by
(Signature)

Printed Name and Title

Date



HINGHAM PUBLIC SCHOOLS

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To: School Committee Members

From: Aisha Oppong, Director of Finance and Operations

CC: Margaret Adams, Superintendent

Subject: Review of Rates for Bus Monitors and Substitute Bus and Van Drivers

Date: October 30, 2023

Bus Monitors

The following is a request for an increase in the rate of the bus monitors from the current rate of \$17.45 to \$18.45 and for the METCO monitors from \$18.34 to \$20.00. The reason for the differential in rate for the two monitors is the requirement for a METCO monitor to oversee a larger group of kids for a longer span of time. This requires more skill in ensuring students remain seated during the route and usually on the highway. In the case of a regular bus monitor there are usually 1-2 students being transported and most of our cases are shorter distances. METCO monitors are also more difficult to find so there is a need to ensure that the rate is also more competitive.

Bus and Van Substitute Driver's Rate

In addition, the following is a request for an increase in the rate for substitute van drivers from \$21.00 to \$23.00 and for the substitute bus drivers from \$24.00 to \$28.00.

School Committee Vote:

To increase the rate for bus monitors to \$18.45 for regular bus monitors and to \$20.00 for the METCO bus monitor for the school year July 1, 2023 to June 30, 2024 and to pay any bus monitors who worked prior to October 30, 2023, a retroactive pay adjustment.

And

To increase the current bus substitute rate to \$28.00 and the van substitute rate to \$23.00 effective November 2, 2023.

**Declaration of Surplus for Library Books from South Elementary School
Approval needed at School Committee Meeting**

Details of Items to Declare as surplus: Books from the library

Reasons for declaring the books as surplus

Attached is a list of titles weeded from the South library collection in September 2023. They were removed due to age and poor circulation over the last ten years and can be regarded as surplus.

Motion: To declare as surplus the library books from South Elementary that were decommissioned due to age and poor circulation.

Library Weeding Log

South Elementary School

From: 9/5/2023 To: 9/29/2023

9/20/2023 - Copies Removed: 9

Christmas; a book of stories old and new. (Removed: 1)

Author: Dalgliesh, Alice, 1893- LCCN: 50-9804 /AC/r85 Published: 1950

Call Number	Barcode	Price	Acquired	Removed By
394.2663 DAL	00000168		3/14/1997	scdaly

Was Available -- Weeded

Ellis Island : new hope in a new land (Removed: 1)

Author: Jacobs, William Jay. ISBN: 0-684-19171-7 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
304.8 JAC	00001343		3/14/1997	scdaly

Was Available -- Weeded

How things work. (Removed: 1)

ISBN: 1-56173-321-0 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
500 BRI	00001813		3/14/1997	scdaly

Was Available -- Weeded

I am not a short adult! : Getting good at being a kid (Removed: 1)

Author: Burns, Marilyn. ISBN: 0-316-11745-5 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
305.2 BUR	00002941		3/14/1997	scdaly

Was Available -- Weeded

The illustrated encyclopedia of dinosaurs : an original and compelling ins (Removed: 1)

Author: Norman, David, 1930- ISBN: 0-517-46890-5 Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
567.9 NOR	00003451		3/14/1997	scdaly

Was Available -- Weeded

Martin Luther King Day (Removed: 1)

Author: Lowery, Linda. ISBN: 0-87614-299-4 (lib. bdg.) Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
323.4 LOW	T 17317		10/21/1998	scdaly

Was Available -- Weeded

Science, fascination facts (Removed: 1)

Author: Encyclopaedia Britannica. Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
500 BRI	00006029		3/14/1997	scdaly

Was Available -- Weeded

Signs and symbols around the world (Removed: 1)

Author: Helfman, Elizabeth S. LCCN: 67-22596 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
419 HEL	00002382		3/14/1997	scdaly

Was Available -- Weeded

Wh'ts yr nm? (Removed: 1)

Author: Taylor, Margaret C. LCCN: 70-94334 Published: 1970

Call Number	Barcode	Price	Acquired	Removed By
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Library Weeding Log

South Elementary School

From: 9/5/2023 To: 9/29/2023

9/20/2023 - Copies Removed: 9

411 TAY 00002478 3/14/1997 scdaly
Was Available -- Weeded

9/18/2023 - Copies Removed: 11

Abraham Lincoln's world, 1809-1865, (Removed: 1)

Author: Foster, Genevieve, 1893- LCCN: AC 68-2733 Published: 1944
Call Number **Barcode** **Price** **Acquired** **Removed By**
909.81 FOS 00001348 3/14/1997 scdaly
Was Available -- Weeded

The black-footed ferret. (Removed: 1)

Author: Roever, J. M. ISBN: 0-8114-7749-5 Published: 1972
Call Number **Barcode** **Price** **Acquired** **Removed By**
599.744 ROE 00000798 3/14/1997 scdaly
Was Available -- Weeded

Every living thing (Removed: 1)

Author: Herriot, James. ISBN: 0-312-08188-X (hardcover) Published: 1992
Call Number **Barcode** **Price** **Acquired** **Removed By**
636.089 HER 00000342 3/14/1997 scdaly
Was Available -- Weeded

Gerbils : all about them (Removed: 1)

Author: Silverstein, Alvin. ISBN: 0-397-31660-7 (.) Published: 1976
Call Number **Barcode** **Price** **Acquired** **Removed By**
599 SIL 00000939 \$3.95 3/14/1997 scdaly
Was Available -- Weeded

The inventions of Leonardo Da Vinci (Removed: 1)

Author: Cooper, Margaret LCCN: 06-513592 Published: 1965
Call Number **Barcode** **Price** **Acquired** **Removed By**
608 COO T 16179 4/3/1998 scdaly
Was Available -- Weeded

It works like this; a collection of machines from Nature and science magaz (Removed: 1)

Author: Aylesworth, Thomas G. LCCN: 68-19350 Published: 1968
Call Number **Barcode** **Price** **Acquired** **Removed By**
600 AYL 00002415 3/14/1997 scdaly
Was Available -- Weeded

Nature's defenses : how animals escape from their enemies (Removed: 1)

Author: Buxton, Ralph. ISBN: 0-87464-184-5 Published: 1972
Call Number **Barcode** **Price** **Acquired** **Removed By**
591.5 BUX 00002698 3/14/1997 scdaly
Was Available -- Weeded

Peddlers and vendors around the world. (Removed: 1)

Author: Erdoes, Richard. LCCN: 67-25349 /AC/r85 Published: 1967
Call Number **Barcode** **Price** **Acquired** **Removed By**
658.85 ERD 00000206 3/14/1997 scdaly
Was Available -- Weeded

Library Weeding Log

South Elementary School

From: 9/5/2023 To: 9/29/2023

9/18/2023 - Copies Removed: 11

Poems for seasons and celebrations. (Removed: 1)

Author: Cole, William, 1919-

ISBN: 0-529-03660-6

Published: 1961

Call Number	Barcode	Price	Acquired	Removed By
821.08 COL	00002194	\$4.95	3/14/1997	scdaly

Was Available -- Weeded

Saw, hammer, and paint; woodworking and finishing for beginners. (Removed: 1)

Author: Meyer, Carolyn.

ISBN: 0-688-20069-9

Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
684 MEY	00002557		3/14/1997	scdaly

Was Available -- Weeded

The story of mankind. (Removed: 1)

Author: Van Loon, Hendrik Willem, 1882-1944.

ISBN: 0-87140-547-4

Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
909 VAN	00005068		3/14/1997	scdaly

Was Available -- Weeded

9/14/2023 - Copies Removed: 15

America, the beautiful. In the words of John F. Kennedy, (Removed: 1)

Author: Kennedy, John F. (John Fitzgerald), 1917-1963.

Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
973 COU	00005571		3/14/1997	scdaly

Was Available -- Weeded

Ancient China, (Removed: 1)

Author: Schafer, Edward H.

LCCN: 67-30847

Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
951 SCH	00002390		3/14/1997	scdaly

Was Available -- Weeded

Ancient Egypt (Removed: 1)

Author: Stead, Miriam.

ISBN: 0-531-17002-0 (lib. bdg.)

Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
932 STE	00001205		3/14/1997	scdaly

Was Available -- Weeded

Ancient Greeks (Removed: 1)

Author: Horton, Casey.

ISBN: 0-531-03484-4 (lib. bdg.)

Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
938 HOR	00005088		3/14/1997	scdaly

Was Available -- Weeded

Boston. (Removed: 1)

Author: Wood, James Playsted, 1905-

LCCN: 67-24461 //r84

Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
974.4 WOO	00000220		3/14/1997	scdaly

Was Available -- Weeded

Library Weeding Log

South Elementary School

From: 9/5/2023 To: 9/29/2023

9/14/2023 - Copies Removed: 15

Chinese way of life (Removed: 1)

Author: Yutang, L.	LCCN: 05-911545	Published: 1959		
Call Number 951 LIN	Barcode T 16100	Price	Acquired 3/26/1998	Removed By scdaly
Was Available -- Weeded				

A crusading knight (Removed: 1)

Author: Ross, Stewart.	ISBN: 0-86592-142-3	Published: 1987		
Call Number 940.1 ROS	Barcode 00003566	Price	Acquired 3/14/1997	Removed By scdaly
Was Available -- Weeded				

Discovering Tut-ankh-Amen's tomb. (Removed: 1)

Author: Glubok, Shirley.	LCCN: 68-12069	Published: 1968		
Call Number 932 GLU	Barcode 00000159	Price	Acquired 3/14/1997	Removed By scdaly
Was Available -- Weeded				

The Kingfisher Young People's Book of Oceans (Removed: 1)

Author: Lambert, David	ISBN: 0-7534-5098-4	Published: 1997		
Call Number 551.46 LAM	Barcode T 16795	Price	Acquired 4/7/1999	Removed By scdaly
Was Available -- Weeded				

Looking at ancient history. (Removed: 1)

Author: Unstead, R. J.		Published: 1966		
Call Number 930 UNS	Barcode 00005501	Price \$10.00	Acquired 3/14/1997	Removed By scdaly
Was Available -- Weeded				

The Middle Ages (Removed: 1)

Author: Verges, Gloria.	ISBN: 0-8120-3386-8	Published: 1988		
Call Number 940.1 VER	Barcode 00003701	Price	Acquired 3/14/1997	Removed By scdaly
Was Available -- Weeded				

A picture history of Ancient Rome (Removed: 1)

Author: Erodes, Richard	LCCN: 06-513870	Published: 1965		
Call Number 937 ERO	Barcode T 16185	Price	Acquired 4/3/1998	Removed By scdaly
Was Available -- Weeded				

The Romans (Removed: 1)

Author: Forman, Joan, 1919-	ISBN: 0-382-06120-9	Published: 1975		
Call Number 937 FOR	Barcode T 16001	Price \$15.00	Acquired 3/19/1998	Removed By scdaly
Was Available -- Weeded				

The Romans in the days of the Empire; (Removed: 1)

Author: Miller, Shane.		Published: 1963		
Call Number	Barcode	Price	Acquired	Removed By

Library Weeding Log

South Elementary School

From: 9/5/2023 To: 9/29/2023

9/14/2023 - Copies Removed: 15

937 MIL	00001372	3/14/1997	scdaly
Was Available -- Weeded			

The time traveller book of Rome and Romans (Removed: 1)

Author: Amery, Heather.	ISBN: 0-86020-069-8	Published: 1976		
Call Number	Barcode	Price	Acquired	Removed By
937 AME	00005076		3/14/1997	scdaly
Was Available -- Weeded				

From: 9/5/2023 To: 9/29/2023 Total Copies Removed: 35

Deleted: 0, Transferred: 0, Weeded: 35