

Ms. Beth Anne Cornell Mr. Manny Cruz Ms. Amanda Campbell

Mayor Kimberley Driscoll, Chair

"Know Your Rights Under the Open Meeting Law, M.G.L. c.30A § 18-25 and City Ordinance Sections 2-2028 through 2-2033"

DATE POSTED: March 3, 2022

REGULAR SCHOOL COMMITTEE MEETING

Notice is hereby given that the Salem School Committee will hold a Regular School Committee meeting on March 7, 2022 at 7 p.m. This is an on-line Zoom meeting.

Zoom Link to participate:

https://us06web.zoom.us/j/87116238651?pwd=QmNucTFvZjJVbWhOQ2hDVWE3ajkrQT09

Passcode: r9BnNz

I. Call of Meeting to Order

a. Summary of Public Participation Policy (SC Policy #6409).

Read aloud: The Salem School Committee would like to hear from the public on issues that affect the school district and are within the scope of the Committee's responsibilities. Spanish interpretation is available for anyone who needs it.

b. Live Spanish Interpretation.

Spanish language interpretation is now provided for all Regular School Committee meetings. To listen to this meeting with Spanish language interpretation, please see instructions below:

1. Click Interpretation .



- 2. Click Spanish
- 3. (Optional) To hear the interpreted language only, click **Mute Original Audio**.

c. Instructions for Participating in Public Comment

Should any member of the Salem community wish to participate in public comment during this meeting, please click on the below link to sign up and submit your comment electronically: https://forms.gle/A3zEdPeNCjTJVqEX6. A district staff member will be compiling all comments which will be shared with members prior to the end of the public meeting. Comments will also be summarized in the meeting minutes. Please contact Jensen Frost at ifrost@salemk12.org or 617-285-7567 with any questions or to report any technical difficulties you experience.

II. Approval of Agenda

III. **Approval of Consent Agenda**

- a. Approval of minutes of the Regular School Committee meeting held on 02/28/22
- b. Approval of Warrants: 3/3/2022 \$413,811.59

IV. **Public Comment**

Please see above for instructions on participating in public comment.

V. Student Showcase - Salem High School

VI. Superintendent's Report

- a. High school redesign presentation
- b. Recommendation from health advisors regarding masking and other mitigation strategies

VII. Report from the Student Representative – Hawa Tabayi

VIII. Action Items: Old Business

IX. Action Items: New Business

- a. Deliberation and vote to enter into a Power Purchase Agreement with SolectEnergy for solar installations at Saltonstall and Collins Middle School
- b. Deliberation and vote on the 22-23 Bates, BAIS, CMS, ECC, HMLS, Saltonstall, WHES school calendar
- c. Deliberation and vote on the 22-23 Salem High School calendar
- d. Deliberation and vote on the 22-23 Salem Prep High School calendar
- e. Deliberation and vote on the 22-23 New Liberty Innovation School calendar
- f. Deliberation and vote on the 22-23 Carlton Innovation School calendar
- g. Deliberation and vote on the recommendation from health advisors regarding masking and other mitigation strategies.

X. Finance & Operations Report

XI. Subcommittee Reports

a. Policies for Third Reading
1103 Distribution of Notices
1105 Media Relations/News Releases
1107 Public's Right to Know

XII. School Committee Concerns and Resolutions

XIII. Adjournment

Respectfully submitted by,

Mindy Marino

Executive Assistant to the Superintendent

"Persons requiring auxiliary aids and services for effective communication such as sign language interpreter, an assistive listening device, or print material in digital format or a reasonable modification in programs, services, policies, or activities, may contact the City of Salem ADA Coordinator at (978) 619-5630 as soon as possible and not less than 2 business days before the meeting, program, or event."

Sra. Mary A. Manning Sr. James M. Fleming Dra. Kristin Pangallo



Sra. Beth Anne Cornell Sr. Manny Cruz Sra. Amanda Campbell

Alcaldesa Kimberley Driscoll, Preside

"Conozca sus Derechos según la Ley de Reuniones Abiertas, M.G.L. c.30A § 18-25 y Secciones de Ordenanzas de la Ciudad 2-2028 hasta 2-2033"

FECHA DE PUBLICACIÓN: 3 de marzo de 2022

REUNIÓN REGULAR DEL COMITÉ ESCOLAR

Por la presente se notifica que el Comité Escolar de Salem llevará a cabo una Reunión regular del Comité Escolar el 7 de marzo de 2022 a las 7 p.m. Esta es una reunión en línea por Zoom.

Haga clic en el enlace a continuación para unirse al seminario web:

https://us06web.zoom.us/j/87116238651?pwd=QmNucTFvZjJVbWhOQ2hDVWE3ajkrQT09

Contraseña: r9BnNz

I. Convocatoria a la Sesión Abierta

a. Resumen de la Política de Participación Pública (SC Política #6409)

Lectura en voz alta: El Comité Escolar de Salem desea escuchar al público sobre temas que afectan al distrito escolar y que están dentro del alcance de las responsabilidades del Comité. Se ofrecerá interpretación al español para quien lo necesite.

b. Interpretación al español en vivo

La interpretación al español se provee en todas las reuniones del Consejo Escolar Regular. Para escuchar estas reuniones con la interpretación al español, por favor vea las instrucciones de abajo:

1. Pulse en **Interpretation** .



- 2. Pulse en Spanish
- 3. (Opcional) Para escuchar la lengua interpretada solamente, pulse Mute Original

c. Instrucciones para Participar en el Comentario Público

Si cualquier miembro de la comunidad de Salem desea participar en el comentario público durante esta reunión, por favor pulsar en el enlace de abajo para registrarse y someter su comentario electrónicamente: https://forms.gle/A3zEdPeNCjTJVqEX6. Un miembro del personal reunirá todos los comentarios que serán compartidos con los miembros antes de finalizar la reunión pública. Los comentarios también serán resumidos en las minutas de la reunión. Por favor, póngase en contacto con Jensen Frost en jfrost@salemk12.org o en el 617-285-7567 si tiene alguna pregunta o para informar de cualquier dificultad técnica que experimente.

II. Aprobación de la Agenda

III. Aprobación de la Agenda Consensuada

- a. Aprobación del acta de la reunión ordinaria del Comité Escolar celebrada el 28 de febrero de 2022.
- b. Aprobación de las órdenes de pago: 3-mar-2022 \$413,811.59

IV. Comentario Público

Favor de ver arriba para instrucciones sobre cómo participar en los comentarios públicos.

V. Exposición de estudiantes - Salem High School

VI. Reporte del Superintendente

- a. Presentación del rediseño de la escuela secundaria
- b. Recomendación de los asesores sanitarios sobre el uso de mascarillas y otras estrategias de mitigación.

VII. Informe de la representante estudiantil - Hawa Tabayi

VIII. Elementos de Acción: Asuntos Antiguos

IX. Elementos de Acción: Asuntos Nuevos

- a. Deliberación y votación para entrar en un acuerdo de compra de energía con SolectEnergy para las instalaciones solares en Saltonstall y Collins Middle School
- b. Deliberación y votación sobre el calendario escolar 22-23 de Bates, BAIS, CMS, ECC, HMLS, Saltonstall, WHES
- c. Deliberación y votación sobre el calendario de Salem High School para los días 22 y 23
- d. Deliberación y votación del calendario del 22-23 de Salem Prep High School
- e. Deliberación y votación del calendario 22-23 de New Liberty Innovation School
- f. Deliberación y votación del calendario 22-23 de Carlton Innovation School
- g. Deliberación y votación sobre la recomendación de los asesores de salud con relación al uso de mascarillas y otras estrategias de mitigación.

X. Reporte de Finanzas y Operaciones

XI. Reportes de los Subcomités

a. Políticas para la tercera lectura

1103 Distribución de avisos

1105 Relaciones con los medios de comunicación/comunicados de prensa

1107 Derecho del público a saber

XII. Inquietudes y Resoluciones del Comité Escolar

XIII. Clausura

Sometido respetuosamente por,

Mindy Marino

Asistente Ejecutiva del Superintendente

"Las personas que requieran ayuda auxiliar y servicios para una comunicación eficiente tal como un intérprete de lenguaje de señas, un dispositivo asistente para escuchar, o material impreso en formato digital o una modificación razonable de programas, servicios, políticas, o actividades, puede ponerse en contacto con el Coordinador ADA de la Ciudad de Salem al (978) 619-5630 a la brevedad y no más de 2 días laborales antes de la reunión, programa o evento."

ESCUELAS PÚBLICAS DE SALEM REUNIÓN REGULAR DEL COMITÉ ESCOLAR FECHA: 7 de marzo de 2022 PÁGINA: 2

Salem Public Schools Salem School Committee Meeting Minutes February 28, 2022

On February 28, 2022 the Salem School Committee held its regular School Committee meeting at 7:00 PM using the Zoom platform.

Members Present: Mayor Driscoll, Ms. Mary Manning, Mr. Manny Cruz, Ms. Amanda

Campbell, Dr. Kristin Pangallo, Ms. Beth Anne Cornell, and Mr. James

Fleming

Others in Attendance: Superintendent Stephen Zrike, Assistant Superintendent Kate Carbone,

Chelsea Banks, Liz Polay-Wettengel, Marc LeBlanc, Linda Farinelli, Adam

Colantuoni

Bethann Jellison, Margie ???, Zoe Zohn

Brian Edmunds, Carly Mandell, Alexis Eveleth, Robyn Murtaugh

Call of Meeting to Order

Mr. Cruz calls the meeting to order at 7:01pm and requests a call of attendance by the school committee secretary. Mayor Driscoll enters at this time and takes over the call of the roll. She explained the Public Participation Policy 6409 and also explained the availability of Spanish interpretation.

Attendance

The school committee secretary called the attendance.

Ms. Campbell Present
Ms. Cornell Present
Mr. Cruz Present
Mr. Fleming Present
Ms. Manning Present
Dr. Pangallo Present
Mayor Driscoll Present

Approval of Agenda

Mayor Driscoll requested a motion to approve the Regular Agenda. Mr. Fleming motioned and Mr. Cruz seconded. A roll call vote was taken as requested by the school committee secretary.

Ms. Campbell Yes
Ms. Cornell Yes
Mr. Cruz Yes
Mr. Fleming Yes
Ms. Manning Yes
Dr. Pangallo Yes
Mayor Driscoll Yes

Motion carries 7-0

Approval of Consent Agenda

Mayor Driscoll requested a motion to approve the Consent Agenda. Which includes:

- Approval of minutes of the Regular School Committee meeting held on 2/7/22
- Approval of minutes of the Committee of the Whole meeting held 2/15/22
- Approval of Warrants: 2/10/2022 \$285,740.62; 2/17/2022 \$569,581.08; 2/24/2022 \$456,251.11

Mr. Cruz motioned and Mr. Fleming seconded.

A roll call vote was taken.

Ms. Campbell Yes
Ms. Cornell Yes
Mr. Cruz Yes
Mr. Fleming Yes
Ms. Manning Yes
Dr. Pangallo Yes
Mayor Driscoll Yes

Motion carries 7-0

Report from the Student Representative - Hawa Hamidou Tabayi

Hawa reports the SAC had their retreat and created action plans for the restorative justice circles they've been working to prepare and implement. They are working on preparing a presentation/assembly district wide to explain the process for what and how restorative justice circles work using SHS as the model. The SAC is also working on the Student's Rights handbook as it stands in its first draft. The final component of discussion has been around the topic of the mask mandate and the future of that mandate. Originally the group's discussion was surrounding masking or lifting masking. The SAC has shifted their outlook to wanting more socialization limitations be removed as it pertains to COVID-19 protocols, such as the rows of desks in the lunchroom versus tables. She notes the SAC wants to highlight the impacts of COVID-19 mitigation protocols have on high school and middle school students. Also looking into student discipline at SHS, specifically with vape detectors. A meeting with the assistant principals is being scheduled to discuss the ways students are being searched, as there is not currently a transparent protocol outlining that process.

Dr. Pangallo asks Ms. Hamidou Tabayi about the preferences regarding the lunch room. Ms. Hamidou Tabayi references the way standardized testing occurs in large open spaces as the way the lunch room is set up and the SAC would like to see more communal spaces/tables available for socialization. She notes students eating in the library or other spaces where there are tables. Dr. Pangallo asks if people are eating outside. Ms. Hamidou Tabayi shares that outdoor eating was introduced in the beginning of the school year but students haven't been eating outside since the beginning of November, potentially October.

Presentation of Honorable Mention Award - MA Partnership for Youth Poster Contest

Dr. Zrike introduces tonight's guest: Margie Daniels - Executive Director of Massachusetts
Partnership for Youth. The program promotes and supports mental health and safety throughout
the state. He also notes Principal Jellison being present and student Zoe Zohn who will be receiving
the award. Ms. Daniels introduces herself and provides background of the company. She notes the

theme for this year's poster contest: Peace Brings the World Together. Ms. Daniels mentions the characteristics of the poster that the judges noted during selection of winners and honorable mention awards. Zoe shares her inspiration being that quarantine had stress on people and that this virus has been an emotional stress but coming together can change the vision of how we see the world. Ms. Daniels provides some words of appreciation and gratitude to Dr. Zrike and his work as a superintendent and support of MA Partnership for Youth.

Student Showcase - Salem Prep High School

Mr. Edmunds opens the presentation regarding the student voice project with partnership of The Equity Imperative - he notes the students will use their voice to present their work. Alexis and Robyn introduce themselves and background being a student of Salem Prep High School, Robyn notes worries of mental health within the district and lack of highlighting this concern throughout the district. The students note teachers are not adequately prepared to assist in mental health - and that historically, counselors were meant to focus on mental needs of students and teachers on academics - whereas teachers could intertwine mental health advocacy into their work. Robyn notes the student voices say that Social Emotional Health should be included as a mandatory class throughout the district. Mr. Edmunds notes these two students being willing to bring forth the ideas presented tonight and he shares gratitude for the students representing hard work from the SPHS student body. Dr. Zrike also mentions these students requesting time on an Executive Team meeting to introduce and present their voice. Ms. Mandell notes gratitude for working to facilitate this platform for student voice.

Dr. Pangallo notes the point for evaluation for 504's/IEPs taking a while and wonders if there are ways to address student needs during the process that sounds to be timely. She notes returning to that question and thoughts in a future meeting.

Public Comments

The School Committee Secretary reads comments submitted ahead of the meeting aloud and promotes two people to speak their comment.

Tom Granitsas

33 Buffum St

I believe that it is clear that moving forward with removing the mask mandate and switching to a freedom of choice is appropriate at this time. As I understand some parents and teachers concerns over the spread of covid-19, I do believe that we've learned quite a lot about this virus in what preventative measures to take. Children have been made to cover their faces and wear masks for over 2 years now and I do think that it is time to follow the guidelines given to us by the CDC and and the government officials as well as the data and move forward from this and allow it to be a choice. Thank you.

McKenzie Shultz

31 Valley Road Nahant Ma

My name is McKenzie Shultz and I am one of the SPS district's float nurses. I am here tonight because I believe at this time we should move to optional masking. The past two years have been incredibly difficult. Our students, parents, and staff have needed to adjust to a new normal because of the pandemic and this has been overwhelming for many. When it comes to masking in the schools I would like to be completely transparent, a large portion of our day is spent asking individuals to fix their masks because they're not being worn properly. Thankfully the school department has taken great strides to prevent spreading COVID throughout our schools. This included upgrading our water bubblers into water dispensing stations, hand sanitizer is readily available throughout the schools, and always circulating fresh air when weather permits. The district provides weekly pooled covid testing for all students and staff, we are holding vaccine clinics, and rapid home test kits are being distributed regularly. I believe by continuing to use these mitigation factors within our schools, our families should be able to decide which option of masking is right for their individual family. With the schools using these mitigation factors I kindly ask for families to stay home when sick, continue to wash their hands frequently, get vaccinated if able, and take advantage of our testing options.

Ana Brea

25 Belleview Avenue

On behalf of Voices Against Injustice and the VAI Award committee, I would like to announce that the nomination deadline for the 2022 Raising Leader Award has been extended until March 16. The Raising Leader Award recognizes a young person living in Salem or attending a Salem School or community program, who has demonstrated a commitment to Human Rights and Social Justice through service and leadership. It includes a \$500.00 scholarship. Nomination forms outlining eligibility and process are available on our website, voicesagainsinjustice.org. Please note that while we have received some strong nominations, as of the time of this writing we have not received a nomination for a Salem High School student.

Ann Berman

1401 Crane Brook Way, Peabody

Good evening Mayor Driscoll, Dr. Zrike, and members of the school committee. In regards to your vote on the mask mandate this evening. I would ask that you move cautiously in your decision to remove mandatory masks in school. In the past, we have seen infection rates soar after a vacation week. We have immunocompromised students and adults in our buildings who cannot afford to get sick. Some of us go home to immunocompromised family members. I know educators who remain cautious in their lives outside of school as well, in an effort to stay healthy. At my school, it is business as usual. We have small group work happening, we are sharing supplies, we go to our specialist classes, and our kids are doing it with a mask on. Isolation that was brought on by covid remote learning affected many of our students in a negative way. I have seen the first hand effects of this with my grandchildren. However, I see kids thriving in school now despite wearing a mask. They are learning and growing. I have seen so many signs of compassion and caring when a classmate is out sick. I know many will disagree with me but I don't believe masking is harming our children. Illness and isolation has done much more damage. I do think we need to, at some point, remove masks but lets make sure that 1) it is done safely and thoughtfully by looking at case counts and 2) that we use those case counts to remask if we see numbers going up again. As for me, I will remain masked to support any student who feels they need to continue masking up while in my classroom.

In regards to your vote this evening to add a break in during November, I do not support this. It will negatively affect our lowest paid employees at a time of year when pocketbooks are often hit hard with Thanksgiving and then subsequent holiday celebrations. However, I would love to see a bit of an extension to the Winter holiday, giving educators and families a day or two before December 25th to be able to travel and perhaps a day or two after January 1st to return home from a trip.

Thank you.

Donna Fritz

57 Summit St

Thank you school committee for your thoughtful consideration of the mask mandate. I have been subbing at the high school and middle school and I hope that you vote to move to mask optional. What I am experiencing is the schools are already in a mask optional world so you might as well make it reality. One way masking is already at work because those who want to wear them are wearing them properly and those who do not are not wearing them properly. Thank you, Donna

Barbara McLernon

25 Sunset Drive, Peabody

Good evening Mayor, School Board Members, and extended Salem Community,

I am Barbara McLernon, social director of the Salem Teachers Union and I also work at Collins Middle School. Tonight I would like to preview what will be happening with the Salem Teachers Union scholarship drive over the next few months. Our end gain is to have a raffle calendar for the month of May where raffles will be drawn daily. The raffle calendar will raise funds for our Salem High School seniors who qualify for the STU scholarships. Soon we will be asking local businesses for donations - as each day in May will be full of wonderful prizes. We would love to see all kinds of goods and services highlighted on the calendar and this letter will be physically and electronically sent to merchants. The letter will read:

I am writing on behalf of the STU scholarship drive to request a donation for our May 2022 raffle calendar supporting college scholarships for our Salem High seniors. Durin this event which reaches hundreds of community members, we will raffle gift cards, merchandise, and services generously donated by businesses like yours. The event will create 4 scholarships to be awarded by the STU, we would greatly appreciate any donation you could make. If you donate your business will be recognized on the 2022 raffle calendar and the STU will also provide you with a donation letter and our tax exempt ID number for your records.

The letter goes on to have information for how to connect with someone for donation. We hope to send something similar to parents through ParentSquare and the calendars will be available electronically right around April break. Thank you for listening, and I appreciate your time.

Phil Giglio

54 Lawrence St

Good Evening Member's of Of The School Committee

Just like to take A moment and thank each and every one of you for the very useful information meeting on February 15th .. Dr Kristin Pagalla your knowledge goes unnoticed. So thank you I thought I heard that teacher's won't be allowed to compel students to wear a mask. So now you have A teacher who's stuck in the middle of getting the child sick or themselves. I'm asking that keeping the mask optional will all cause more problems with staff. vaccine rates are low inside the school as everyone is asking how it is different? Well it's because as A community A parent caregiver we need to consider helping others getting vaccinated. We are also still in flu season . I hope that you vote to keep the mask on for a bit longer.. Some people could be struggling to make an appointment to get a vaccine? We need more mobile walk-up walk-in clinics to make it easier.

Mandee Spittle

8 Woodbury Court

When making the decision to lift the public school mask mandate I respectfully request that you wait two weeks if not more from today. I would also request that you start a conversation in the schools to help support the students who will continue to remain masks. As a parent of an Immune compromised child I think it is important to help the students and community understand the reasons why some students will remain masked. Once masked are removed there is going to be a significant increase in illnesses and this will cause more work for the nursing staff. They have worked so hard the past two years and I hope that strong systems will be put into place to help support them while they navigate optional masking.

Erin Harrington

15 Lafayette Ave A4, Danvers - Teacher at Saltonstall

I hope the School Committee will NOT vote to remove the mask mandate in Salem schools. It does not make sense to stop universal masking just because we're tired of it. Students deserve a safe learning environment, and in a still uncontrolled and mutating pandemic, safe means masks. For everyone. Universal masking is a layer of safety for everyone, and moving to mask-optional will make everyone--including those who continue to mask--less safe.

We have a duty of care to every child that comes into our schools, and a mask-optional policy would be deeply inequitable. Mask-optional means we care more about "pandemic fatigue" than the safety of our immunocompromised students, like those with diabetes and asthma. Mask-optional means we care more about an "inconvenience" than about the legitimate fears of students who wear masks every day to protect their siblings too young to be vaccinated or their grandparents and great-grandparents at higher risk of complications.

Practically, mask-optional means we are letting children decide if they're going to wear a mask at school or not--passing the buck to them to decide and deal with the consequences, rather than act as the adults we are to keep them safe even if it's "annoying."

Please. Keep the masks for all.

Don Seiffert

10 Daniels St., Apt. 2

We've been supporters of the mask mandate in Salem schools for more than a year and a half now, and believe it has helped reduce the spread of Covid-19. But with just 39 active Covid cases as of Feb. 28, 72% of the population vaccinated and no new variants having been reported in months, we think it's time for the decision whether or not students should wear masks to be up to parents. The CDC last week changed its recommendations on masking indoors, and Massachusetts as a whole is already much further along in vaccinations as well as getting over the Omicron surge than the rest of the country.

Masks are a relatively small burden compared to the devastation due to the pandemic. However, there are inarguably downsides to kids wearing them. Communication is harder, and socialization between kids — one of the most important aspects of a public school education — is severely hampered. The behavior problems we've seen in schools this year are at least partially caused by the difficulty in students reading social cues. We urge you to make mask-wearing optional as soon as possible.

Liz Frazier

2 Warner St. Salem, MA 01970

Our family feels that relaxing in-school mask mandates, given recent encouraging public health metrics, is appropriate at this time. The CDC has just relaxed mask guidelines and many schools in our area are also adopting this mindset. Like many others who have commented, safety measures in the schools are rigid and transmission among children is low. Mental health issues are taking a toll on many of the students and it's time for them to regain some normalcy. Optional masking allows those with concern to continue to do so until they feel it is safe. Thank you.

John McHarrie

5 Nurse Way

Good evening, this past Thursday, my wife Ashley and I emailed the school committee regarding the masking topic, as we have a 7 year old enrolled at Carlton elementary school who has never experienced school without wearing a mask. I would like to thank Dr. Pangallo and Ms. Cornell for responding to us. We are, however, disappointed that the other board members did not reply. For the record, our family is 100% supportive of ending masking all together, but also fully respects anyone's choice to continue to wear a mask.

As of this writing, there is no federal mask mandate in the United States. As of today, the school mask mandate ordered by the State of Massachusetts ended. Additionally, on February 8, 2022, the Salem Board of Health voted to rescind the masking requirement in Salem. These decisions were made based upon public health data related to falling case counts and hospitalizations. Additionally, the CDC has recognized these trends and on Friday, February 25 announced revised masking requirements in schools, the criteria, which I believe as of today, Salem meets to remove masking. Children and young adults continue to be the population segment LEAST affected by Covid-19, both from a symptomatic and transmissibility standpoint. Why is the school committee, who has deferred to such public health guidance all along, now considering challenging public health experts with enacting its own mask mandate?

Presentation with Recommendations Related to Moving Forward with COVID-19 Mitigation Strategies

Dr. Zrike asks Ms. Banks to share the presentation prepared for the school committee. Dr. Zrike provides an overview of the discussion at the COW meeting on February 15th and how they pertain to the presentation tonight regarding recommendations to future mitigation measures. He notes the presentation this evening is based on a data driven approach.

Ms. Banks notes the announcement of the state-level mandate being removed as of 2/28 and the CDC noted a shift of masking over the February break. These two large shifts are driving the recommendations for the upcoming weeks. Overview of masking changes in neighboring communities is provided. Ms. Banks share local COVID-19 data snapshots with various graphs. Ms. Banks review the multi-layered approach to minimize the risk of spread as presented in August 2020.

Dr. Zrike notes proposes a recommendation for the future of the virus in partnership with SPS Health Advisors and how informed decisions are made in the future. He also recommends having a strategy for decision-making for the different levels of risk as it pertains to the virus. He goes into further detail about securing a team of Health Advisors to meet regularly to provide and recommend the right level of risk mitigation for the district and learn how to live with the virus in the future. He outlines the key components for his recommendation of decision-making strategy in regard to metrics and considerations.

Ms. Banks notes the leveling of mitigation. She returns to past mitigation strategies that have already been presented and implemented throughout the district. She notes at current - the district is living on a Level 3 Mitigation Strategy and the district is recommending a Level 2 into Level 1 Mitigation Strategy in response to risk and mitigation. Dr. Zrike notes the mitigation strategies that should have always

been and should remain in place as regular practices (i.e. filtered air ventilation, outdoor dining, consistent hygiene, etc.)

Dr. Zrike notes the timeline. He mentions the two week timeframe following the February 28 mask-lifting date. He notes having time with the health advisory group ahead of the March 14 date which would be the two week mark. He continues to identify considerations for the the committee to note, including: pre-k students not eligible for vaccine, students/staff being able to wear a mask without fear of bullying or teasing, not changes to isolation guidance with this recommendation, masks would need to remain in health offices, and sports and performing arts are still operating under the mask mandate despite being fully vaccinated.

Mr. Cruz notes from a communication standpoint that if masks are voted to be optional that there is a need for general respect for both sides of those wanting to continue to mask and those who are not masking. Another note he makes is surrounding consideration for decision making in regard to advocacy regarding students who are immunocompromised or those that have members of their family who are considered at risk. He also notes approaches with the littlest learners who do not have access to vaccination and consideration around the tiered system for schools that are in different positions. He wonders if the health advisors will be looking at the recommendations in terms of the district as a whole or specific situations regarding school-by-school. He's also wondering about the tiers and how they apply to students participating in drama and sports and if there is consideration for the fact that these groups of students are fully vaccinated. He wonders if the recommendation is around the vaccination requirement as well.

Mayor Driscoll summarizes Mr. Cruz's points and asks if Dr. Zrike would like to respond to Mr. Cruz or take more questions or comments from other school committee members. Dr. Zrike notes one specific notion in regard to the question of access as it pertains to age and vaccination access.

Ms. Campbell asks for clarity on the proposed recommendation - questioning if the recommendation is requesting the school committee grant access to the health advisory committee to make recommendations to the superintendent to move forward with decision-making and implementation. Dr. Zrike and Ms. Banks give the "thumbs up." Ms. Campbell notes having mixed feelings on that as on one hand it allows us to act nimbly but it's also a tough position to be in to have other folks to be making the decisions - and she notes having an elected role to be making these decisions. She wonders if there is a middle ground to agree upon as looking at the criteria and considerations for decision making. She notes having information provided by experts to allow the committee to make informed decisions as elected officials. She notes the importance of being able to weigh in on the metrics. She notes the subjective language with leveling approaches and asks if the committee could get a better way of saying what's trying to be said without it all sounding the same. Ms. Campbell also raises the issue noted by a parent at the last meeting and discussed by Ms. Manning in regard to parents making choices for minors and now allowing decisions to be made with regard to masking and how teachers are to keep track of students and their masking expectations. She also raises immunocompromised students and staff, she also notes a female-dominant profession and increase of female teachers being pregnant, taking maternity leave, and having young babies and the concern and stress of "COVID time," and sick-time for covering parental leave. She notes the final component being the timeline of

informing the community on March 11 for the date of mask changes being March 14 and lack of time to discuss the respect and expectation factors within the classroom within that brief timeline.

Ms. Manning notes being more comfortable with a delineation of the responsibilities of the health advisory council specifically stating their decisions will be made only specific to COVID-19 protocols. She also asks if the make-up of the committee is those who have been helping us now. She raises the issue of perhaps needing an override provision as the school committee remains the elected officials to be making decisions such as this. She isn't sure if it's needed or not but more so opening for discussion among the group. Ms. Manning continues by mentioning a plan is needed for K-12, and perhaps a separate plan is needed for the early childhood center and the pre-k students in other schools as those students are not yet vaccinated. Lastly, she notes the sports and drama events coming up and would like to make a motion later to make an allowance for students actively participating in the game and on stage to remove masks.

Dr. Pangallo notes being on the advisory group and one of the reasons she's in favor of it, puts the guidance in the hands of those who have expertise in the area. She mentions as SC members, changing, rescinding, and adapting things is within the realm of duties. By nature of adopting the health advisory recommendation, it doesn't remove the authority of the school committee. She highlights the important role of oversight the school committee would have should the recommendation be adopted. She also mentions the importance of recognizing the evolution of trends, metrics, and science on the day-to-day. She mentions new data showing the 5-11 vaccine isn't as effective as hoped and to take that into consideration in decision-making. She mentions the concern for variants that could come that could affect the plans to decide on. She notes returning to a level of normalcy but figuring out how to do that with reference to metrics and data. Dr. Pangallo raises the sports and drama consideration and prefers only having one recommendation and change if possible - being if we are not changing masking until March 14th or a future date, then we keep the process the same for those specific events and students. If that's not what's decided upon she hopes rapid testing before the games and/or performances be completed as an additional layer of mitigation and safety.

Ms. Campbell clarifies that she wants to be able to authorize health experts in terms of what the school committee feels comfortable with in terms of health and wellness of the students. She also notes not having a specific number to drive protocol changes as metrics and data numbers are changing rapidly. She would also like to see the advisory committee and school committee define specific language that as of right now seems subjective rather than unified in the definition. She also notes language used: "equitable access to and level of vaccination rates in schools" and would like to see those considerations split in two separate metrics of consideration. She completes her thoughts noting it's not possible to have a pre-k plan and a K-12 plan as the pre-k classrooms are embedded in school communities of K-12 grades where there are shared communal spaces. She believes the decision needs to be made as a school community.

Mr. Cruz shares concerns of Ms. Campbell's and notes the need for recommendations to return to the school committee for decision making. He notes the language of an advisory group rather than a decision-making group and mentions policies surrounding that process.

Ms. Cornell would like to see perimeters being clearly noted by the health advisory committee for better decision-making by the school committee and to be able to inform families who may be reaching out on the matter. Ms. Cornell is happy to take the information from the health advisory committee but also notes the importance of the school committee putting the stamp of approval on the decision. She agrees with many voices of families who have connected with the school committee regarding the two week wait for mask optional following the break. She requests more detail on the social emotional learning expectations for the school regarding support and empathy for those who decide to and not to wear masks. She wonders about support for nursing staff if masks are removed and the concern of an uptick in cold and flu and thinking about returning to normalcy with regard to regular coughs and sneezes where students won't be removed from the classroom for concern of COVID. Lastly she notes athletics - noting going mask-free with rapid tests happening before production and games.

Mr. Fleming agrees that masks can be removed on stage or on the floor for performances and games and they should be worn when not playing or performing. He mention none of the levels presented mention distancing and with regard to Ms. Cornell noting sneezing - he thinks there should be language surrounding distance between people, perhaps in 3 feet. Lastly, he notes he is not comfortable with anybody aside from the school committee being in charge of making decisions.

Ms. Manning agrees rapid testing is important. She notes the social emotional learning going both ways in the sense of choice between those wearing and not wearing masks. She notes the pre-k and ECC needing a separate recommendation, recognizing Ms. Campbell's points, but noting the unvaccinated children may require different arrangements for students who don't have access. She pushes for different mitigation strategies for the little guys. She asks for clarification on voting on whether or not the health advisory is making the decisions.

Mayor Driscoll notes the expectation of masking remain in place for at least two weeks following the break. She reflects one what she's hearing in regard to the school committee members wanting to be in charge of decision making, and instead of picking a date on a calendar - using a group of metrics, is important for the committee to drive decisions. She notes the committee is wanting the recommendations be provided to the group for decision making, and lastly the decisions surrounding athletics and performances between now and a potential mask-lifting date.

Ms. Cornell asks about strategies listed on the levels presented tonight and what was voted on by the committee versus what was decided at the district level. She wonders what decisions based on the levels need to be made by the school committee.

Mayor Driscoll notes the best process may be for the health advisory committee to assess the data, deliver it to Dr. Zrike, and propose recommendations to the school committee for decision-making as the conversation and assessment of data and metrics is translating into a granular conversation.

Mr. Cruz notes the policy sent to Dr. Zrike in regard to decision making and the legal commitments of the school committee. He notes the health advisory committee and provides information to be presented to the school committee for decision-making.

Ms. Manning notes the topic isn't her concern, it's the process which she's trying to protect when it comes to school committee and decision making. She also wonders if it would move the process along and makes a motion to suspend the requirements for the boys basketball team and two drama clubs at SHS and CMS to follow the mask mandate while actively participating in the events until further change is made, noting rapid testing be required before participation; and masks to be worn when not actively participating.

Dr. Pangallo notes concern for students who signed up assuming everyone would be wearing masks and now that's gone - could put the students in an uncomfortable situation. She would prefer to keep the protocol as is, and see it through until the end. She also mentions discussion around the health advisory reporting back to the school committee - and she points out that it's the school committee's responsibility to ensure access to vaccines and access to masking no matter how the decision shakes out. She notes we haven't succeeded at ensuring vaccination and entirely separate from masking - the committee needs to keep the emphasis on vaccination throughout the community.

Mayor Driscoll summarizes what she hears from the members of the school committee regarding the recommendations provided tonight and what's needed for making decisions at the upcoming meeting to determine next steps in masking.

Calendar Options for SY 2022-2023

Dr. Zrike notes wanting the committee to consider the proposed calendars for the multiple schools for SY 2022-2023. He noted three options for consideration: pause after Halloween, a break in November, and an extension for winter break. He mentions having time to consider the proposed calendars with anticipation of a vote to confirm calendars at the next meeting.

Mr. Cruz requests having the election dates added in September in November. Dr. Pangallo notes in some of the calendars, the election dates are highlighted on various dates and should be consistent throughout. She also asks about the consideration of the three break options and assumes they were not added but should be considered in thinking and decision making. Dr. Zrike confirms. Ms. Campbell notes the main elementary and Carlton calendars have the incorrect November election date and Dr. Zrike notes those calendars needing updating. Mayor Driscoll notes the committee will consider the recommendations and move forward with a vote at the next meeting.

Personnel Report

Dr. Zrike mentions the personnel report is available in the packet as requested by the committee.

Old Business

None

New Business

Deliberation and vote on SHS ROTC overnight/out-of-state field trip to Elizabeth, NJThe Motion:

Mayor Driscoll requests a motion to vote on the SHS ROTC overnight/out-of-state field trip to Elizabeth, NJ for a physical fitness challenge. Mr. Fleming makes a motion and Mr. Cruz seconded.

Discussion:

Dr. Pangallo requests clarification if testing and vaccination expectations are being followed for this trip. Mr. Fleming notes that's a good addition to the motion. Dr. Zrike confirms that is true.

Roll call:

Ms. Manning
Mr. Fleming
Mr. Cruz
Mr. Cruz
Pes
Dr. Pangallo
Ms. Cornell
Ms. Campbell
Mayor Driscoll
Motion carries 6-1

Deliberation and vote on recommendations for masking in Salem Public Schools

The motion:

Ms. Manning makes a motion to suspend the mandate for wearing a mask for students actively participating, competing, or performing on the floor for basketball playoff tournament and drama performances ensuring rapid tests are completed for SPS students ahead of the events. Students shall remain masked on the bench, and off stage. Mr. Fleming seconded the motion.

Discussion:

Dr. Pangallo prefers not including music performances as the band includes a lot more students and raises more concern for transmission so keeping the motion only to basketball and drama is preferred.

Ms. Cornell requests adding rapid testing to the motion and also asks about the visiting team requirements for coming to Salem and the expectations they'll have in regard to our decision making. Dr. Zrike notes the home team's policies apply - Ms. Banks notes testing for visiting teams cannot be done without consent and we wouldn't have the ability to require consent for other districts. Dr. Zrike reads the MIAA guidelines released on February 28, 2022.

Ms. Campbell raises concern for the amount of students in a drama ensemble and wonders if that should be omitted from the motion.

Discussion surrounding consistent language and decisions for groups is had. Mr. Cruz and Ms. Cornell way in on the language and decision making surrounding consistency. Dr. Pangallo shares data surrounding cases and shares that lifting masks is a decision being made too soon.

Roll call:

Ms. Manning Yes

Mr. Fleming Yes Mr. Cruz Yes Dr. Pangallo No Ms. Cornell No Ms. Campbell No Mayor Driscoll Yes

Motion carries 4-3

Finance Report

None

Subcommittee Reports

Policies for Second Reading:

1103 Distribution of Notices, 1105 Media Relations/News Releases, 1107 Public's Right to

Mayor Driscoll requests a motion to move the above policies for second reading. Ms. Cornell makes the motion and Mr. Cruz seconds the motion. Roll call vote is taken:

Ms. Manning Yes Mr. Fleming Yes Mr. Cruz Yes Dr. Pangallo Yes Ms. Cornell Yes Ms. Campbell Yes Mayor Driscoll Yes

Motion carries 7-0

Buildings and Grounds Subcommittee Report presented by Mr. Fleming:

Mr. Fleming notes the subcommittee met on February 28th and considered three issues: review of capital projects requests and forwarded to the city for further consideration, considered entering an agreement for solar at Collins and Salts and would like to vote on that at the next meeting, and also considered budget for facilities and buildings and grounds and has sent to finance.

He notes only one vote needed at the next meeting by the whole committee for Solar energy at CMS and Salts. Mayor Driscoll asks if he is making a motion to move that to a vote at the next meeting. Mr. Fleming makes the motion, Mr. Cruz seconded. Roll call vote is taken:

Ms. Manning Yes Mr. Fleming Yes Mr. Cruz Yes Dr. Pangallo Yes Ms. Cornell Yes Ms. Campbell Yes Mayor Driscoll Yes Motion carries 7-0

School Committee Concerns and Resolutions

None at this time.

Adjournment

Mayor Driscoll entertains a motion to adjourn. Mr. Fleming motioned and Ms. Manning seconded. A roll call vote was taken.

Ms. Manning Yes
Mr. Fleming Yes
Mr. Cruz Yes
Dr. Pangallo Yes
Ms. Cornell Yes
Ms. Campbell Yes
Mayor Driscoll Yes

Motion carries 7-0. Meeting adjourned at 9:39pm.

Respectfully submitted by,

Jensen Frost

Executive Administrative Assistant to Assistant Superintendent



Salem High School

Update for the School Committee

March 7, 2022



Supporting 9th Graders To Stay "On Track"

Strong 8-9 Transition

SHS members meet with

middle school students

and faculty throughout

Connect for Success

Support period scheduled that builds a personalized learning plan and provides direct feedback.

• + Blocks

Academic support period

Supports

• BARR Meetings

Team Meetings at each grade. Student support plans are developed to support learning experience.

Risk Review

Specialized team to develop wrap around service plan

MyCap

MyCap

MyCAP is studentdriven and it is the development of an individual student's self-defined goals and unique interests that guide his/her plan for academic, personal/social, and workplace readiness skill attainment. This is a plan that is updated in grades 9-12.

Summer programming

Planning

year.

Community Picnic 9th grade dinner

Culture Week

Build Culture through Mentoring Crew Period

Culture of Belonging



Becoming the Captain of your Crew

2018 - 2019	49.6%
2019 - 2020	34.1%
2020 - 2021	39.6%
Current (Term 2)	74%



BROOM

*On Track is defined as passing all scheduled classes



Culture of Belonging

Attendance

Year	Average Daily	
2018 - 2019	88.5%	
2019 - 2020	88.9%	
2020 - 2021	82.6%	
Current	90%	

Dropout Rate

Year	Dropout Rate	
2018 - 2019	25	
2019 - 2020	18	
2020 - 2021	24	
Current	9	

Suspension Rate

Year	Suspension Rate		
2018 - 2019	3.9%		
2019 - 2020	2.4%		
2020 - 2021	.8%		
Current	1%		









Improving Vocational Programming

Quality of Equipment and Resources

Supports

Internships

→Planning

 Guaranteeing an experience aligned to the MA Technical Vocational Education Frameworks

→Upgrades

 Connection to North Shore Community College for advanced coursework in field of trade.

→Upgrades Cont.

- Auto: Revamped shop including extensive tool and equipment upgrades.
- ◆ Electric: Creation of shop that allows hands on approach for both residential and commercial applications.
- Culinary: new kitchen and partnerships to enhance learning experiences.

→Advisory Boards

- Convened
 advisory boards
 with members
 from across
 multiple
 industries
- → Robust
 Exploratory and
 Lottery
 admissions
 process

*Currently 25
Opportunities



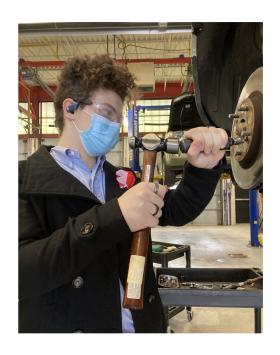
Vocational Retention



Year	Completed Exploratory	Continued in a Vocational Track	% Continued on Vocational Track
2018 - 2019	99	48	48%
2019 - 2020	120	82	68%
2020 - 2021	124	96	77%
Current	129	119	92%









Career Technical Education

Program	# Students	
Carpentry	4	
Culinary	9	

2021-2022:

- Mini bus starts February 28
 - Internships
 - Off Site Learning Experiences
 - Transportation between campuses
- Curriculum
 - Maker Space at Salem Prep (Wood Shop Focus)
 - Advanced Coursework at Salem Prep: PLTW Computer Science
 - Bridging Medical Assisting Program between SHS and NLIS

Next Steps:

- Analysis of programs and how to best meet the vocational requirements for NLIS and Salem Prep
- Alignment of schedules so that barriers can be overcome
 - Sharing best practices from all three campuses; SEL, student goal setting, and internships



Internship Opportunities

Opportunities	# Students
26	95

- Brooksby Village
- Ecobrics
- Habitat for Humanity ReStore
- Michigan Justice Advocacy
- NE Bio Labs
- Orthopaedics Plus
- Peabody Essex Museum
- Read Trust Internship
- Root
- Salem Access TV
- Salem Hospital
- Salem Sound Coastwatch
- Talbot Electric



- Saltonstall School
- SHS Athletic Department
- SHS Athletic Training
- SHS Art Department
- SHS Automotive
- SHS Community Office
- SHS Information Technology
- SHS Internship Assistant
- SHS Library
- SHS News
- SHS Urban Agriculture
- SPS Information Technology
- Witchcraft Elementary

Advanced Coursework

Programming

Planning

Building Pathways that align to student interests and workforce demand.

Early College

Defining new course sequences that deepen learning currently happening at SHS.

Expand Offerings
 Dual Enrollment and

PLTW

Supports

+Blocks

Academic support periods for all learners in ELA and Math

College and Career Counseling

Advising that pushes student thinking to align to their post high school goals

Engagement

Clarity

Course selection process that is student centered and robust

Parent Engagement
 Increased opportunities
 for families to be part of
 course selection process

Advanced Coursework* Enrollment

Year	Number of Students in A.C.	% of 11th and 12th Graders in A.C.
2018 - 2019	199	43.4%
2019 - 2020	213	47%
2020 - 2021	172	42.5%
Current	191	55%

Early College

Year	Number of Students in E.C.	
2018 - 2019	45	
2019 - 2020	57	
2020 - 2021	58	
Current	112	

^{*}Advanced Coursework - Percentage of all students enrolled in 11th and 12th grade that complete at least one advanced course, including but not limited to Advanced Placement (AP), International Baccalaureate (IB), Project Lead the Way (PLTW), dual enrollment for credit, Chapter 74-approved vocational/technical secondary cooperative education programs and articulation agreement courses, and other DESE-selected rigorous courses.





Grade 10:

First Year Seminar

Course

Grade 11:

Intro to Entrepreneurship

Marketing Principles

Intro to Sociology

Speech

Grade 12:

Business Law

Business Accounting

Liberal Arts choice

Grade 10:

Environment

Communication and Civic

Outdoor Recreation and the

Engagement

Grade 11:

Foundations of Writing

US Constitutional Government

Grade 12:

Pathway Choice: Criminal Justice

Healthcare

ouitiioui o

By the Numbers

55%



 Advanced Coursework taken by juniors and seniors. The list of courses that meet advanced coursework is provided by DESE.

25%



25% of the student body participated in a winter athletic program.

92%



15% Increase from SY 2020-2021 and 40% increase from SY 2018-2019 of students taking vocational exploratory courses and choosing to remain in vocational programming.









Shifts for next year

Early College Growth: Increased Course offerings and on campus experiences



College Exploration: College and University Tours for students and families

Summer Learning : Opportunities for credit recovery as well as activities aligned with college and career planning



College and Career Nights: Bringing back alumni and industry professionals to share their experiences

Upgrades: Continue upgrade of vocational spaces including pharmacy technician training spaces next to medical assisting lab.



MyCap: Personalized learning experience based on every child's goals

POWER PURCHASE AGREEMENT

For

SED Salem Collins Middle School

Dated as of

between

Salem Public Schools (SPS)

And

Solect Energy Development LLC 89 Hayden Rowe Street Hopkinton, Massachusetts 01748

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EXHIBITS

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EXHIBIT B - EARLY TERMINATION AMOUNTS

EXHIBIT C - DESCRIPTION OF SITE

<u>EXHIBIT D</u> – DESCRIPTION OF PREMISES

EXHIBIT E - DESCRIPTION OF PROJECT

<u>EXHIBIT F</u> – ESTIMATED ANNUAL PRODUCTION

<u>EXHIBIT G</u> – INSURANCE REQUIREMENTS

POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of ______, (the "**Effective Date**"), by and between Salem Public Schools (SPS), a [municipality] with an address of 29 Highland Ave Salem, MA 01970 United States ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in <u>Exhibit C</u> and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in <u>Exhibit D</u>, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "Lease") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

2. TERM.

(a) <u>Term.</u> This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

- (b) <u>Initial Period.</u> The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).
- (c) <u>Operations Period.</u> The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Commercial Operation Date occurs.
- (d) <u>Extensions.</u> Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall deliver a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.
- Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed \$15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

- (a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.
- (b) <u>Remote Monitoring.</u> Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

- Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(1) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.
- (b) <u>Termination of Development Activities by Provider.</u> At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:
- (i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or
 - (ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;
 - (iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

- (iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;
- (v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;
 - (vi) the Project does not qualify under the Applicable Solar Program;
- (vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or
- (viii) a Payment In Lieu of Taxes Agreement with the [Host] [municipality where the Project is located] is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

- (c) <u>Commencement of Construction, Modification of Design.</u> Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.
 - (i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in <u>Exhibit E</u> attached hereto.
 - (ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in <u>Exhibits D</u> and <u>E</u>, without Host's approval.
- (d) <u>Construction Commencement Deadline.</u> If Provider has not commenced the Installation Work before the Construction Start Date , Host may terminate this Agreement and the Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; <u>provided</u>, that if Provider commences the Installation Work within such twenty-one (21) day period, this

Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

- (e) <u>Contractors.</u> Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in <u>Exhibit G</u>.
- (f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.
- maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the

event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

- (h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.
- (i) <u>Metering</u>. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

- (i) <u>Installation</u>. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.
- (ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) <u>Testing and Correction</u>.

- A. <u>Standard of Meter Accuracy</u>; <u>Resolution of Disputes as to Accuracy</u>. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:
- (1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.
- (2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

- (3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.
- (4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.
- (5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.
- Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).
- (iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise

defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

- (a) <u>Sale of Electricity.</u> Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in <u>Exhibit E.</u> Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.
- Performance Guarantee. Beginning on the Commercial Operation Date and as of each (b) anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A. multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

- (a) <u>Rates.</u> Host shall pay Provider for electricity produced by the Project at the rates set forth in <u>Exhibit A</u> attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.
- (b) <u>Billing.</u> Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) <u>Invoice Delivery.</u> Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: Salem Public Schools (SPS)

29 Highland Ave Salem,MA 01970

Attention: _____

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) <u>Disputed Invoices.</u> If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

- (a) <u>Back-up and Supplemental Electricity.</u> Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.
- (b) <u>Interconnection and Interconnection Fees.</u> Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point

of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

- (c) <u>Production Excess.</u> Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.
- (d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.
- (e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.
- (f) <u>Environmental Attributes.</u> Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person.

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Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

- (g) <u>Capacity & Ancillary Services.</u> Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.
- (h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.
- (i) <u>Project Alterations</u>. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

- (a) <u>Ownership of Project.</u> As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.
- (b) <u>Service Contract</u>. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) <u>Early Purchase Option.</u> On the seventh (7th), tenth (10th), and fifteenth (15th) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the applicable value identified in <u>Exhibit B</u> or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such

anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

- End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.
- (c) <u>Transfer of Ownership.</u> Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

- (d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.
- (e) <u>No Survival of Purchase Option.</u> The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.
- (f) <u>Removal of Project at Expiration.</u> Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) <u>Provider Safety Shutdown</u>. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider,

in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

- <u>Project Relocation</u>. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.
- (d) <u>Premises Shutdown; Interconnection Deactivated</u>. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.
- (e) <u>Sale of Site</u>. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing

Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

- (a) <u>Income Taxes.</u> Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.
- (b) <u>Sales Taxes.</u> Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.
- (c) <u>Property Taxes.</u> Provider shall be responsible for ad valorem personal property taxes levied against the Project. Provider may enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Salem to establish fixed payments in amounts not to exceed those set forth on <u>Exhibit A-1</u> hereto. If Provider is assessed any taxes related to the existence of the Project on the Premises in excess of the PILOT Amounts on <u>Exhibit A-1</u>, then Host acknowledges and agrees that Provider shall have the right to increase the Energy Purchase Prices as set forth on <u>Exhibit A</u> hereto, and the Parties shall execute an amendment to this Agreement to reflect the new rate(s).

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) <u>Reimbursement Deadline</u>. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

- (a) <u>Coverage</u>. Host and Provider shall each maintain the insurance coverage set forth in <u>Exhibit G</u> in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.
- (b) <u>Insurance Certificates.</u> Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.
- (c) <u>Certain Insurance Provisions</u>. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.
- (d) <u>Insurance Providers.</u> All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.
- (e) <u>Flood Insurance</u>. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) <u>Goodwill and Publicity</u>. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect

of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

- (b) <u>Limits on Disclosure of Confidential Information.</u> Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.
- Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) <u>Enforcement of Confidentiality Provisions.</u> Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

- Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.
- (b) <u>Host Indemnification</u>. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.
- (c) <u>Notice of Claims.</u> Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as

possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

- (d) <u>Defense of Claims.</u> The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.
- (e) <u>Payments.</u> At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.
- (f) <u>Survival of Indemnification.</u> The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

- (a) <u>Mutual Representations.</u> Each Party hereby represents and warrants to the other, as of date hereof, that:
 - (i) <u>Organization</u>. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.
 - (ii) <u>No Conflict</u>. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

- (iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.
- (iv) <u>No Material Litigation</u>. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.
- (b) <u>Host Representations.</u> In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:
 - (i) <u>Condition of Premises.</u> Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.
 - (ii) <u>Title to Premises</u>. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.
 - (iii) <u>Host Organization</u>. Host is a <u>organized and existing under the laws of the Commonwealth of Massachusetts.</u>
 - (c) <u>Provider Representations.</u> In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) <u>Interconnection Agreement and Permits.</u> Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

- (a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.
- (b) <u>No Excuse for Payment for Prior Services.</u> Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.
- Casualty; Restoration. In the event of a casualty event, to the extent that such (c) casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been

received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

- (a) <u>Provider Events of Default</u>. Provider shall be in default of this Agreement if any of the following ("<u>Provider Events of Default</u>") shall occur:
 - (i) <u>Misrepresentation</u>. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading,

and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

- (ii) <u>Abandonment During Installation.</u> After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.
- (iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.
- (iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.
- (v) <u>Insolvency.</u> Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.
- (vi) Provider has an Event of Default which results in termination under the Lease.
- (b) <u>Financing Party Opportunity to Cure; Host Remedies.</u> Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages

for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

- (a) <u>Host Events of Default</u>. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:
 - (i) <u>Misrepresentation.</u> Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.
 - (ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.
 - (iii) <u>Payment Failure.</u> Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.
 - (iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.
 - (v) <u>Insolvency.</u> Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.
 - (vi) Host has an Event of Default which results in termination under the Lease.

- (b) <u>Default Damages.</u> Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.
- (c) <u>Survival of Lease, Access Rights and Easement</u>. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

- (a) <u>Financing Arrangements.</u> Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:
 - (i) <u>Consent to Sale and to Collateral Assignment</u>. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.
 - (ii) <u>Rights of Financing Party</u>. Notwithstanding any contrary term of this Agreement:
 - (A) <u>Step-In Rights.</u> The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party

shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

- (B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;
- (C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;
- (D) <u>Cure of Bankruptcy Rejection.</u> Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

- (A) <u>Cure Period.</u> Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
- (B) <u>Continuation of Agreement.</u> If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the

Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "Foreclosure Notice"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

- (b) <u>Financing Party a Third Party Beneficiary.</u> Host agrees and acknowledges that Financing Party is a third-party beneficiary of the provisions of this Section 21.
- (c) <u>Entry to Consent to Assignment.</u> Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

- (a) <u>Negotiation Period.</u> The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.
- (b) <u>Jurisdiction, Venue, and Jury Trials.</u> If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.
- (c) <u>Survival of Dispute Provisions.</u> The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

<u>Delivery of Notices.</u> All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Salem Public Schools (SPS)
29 Highland Ave
Salem, MA 01970
Attention:

Email:

If to Provider:

Solect Energy Development LLC 89 Hayden Rowe Street Hopkinton, Massachusetts 01748 Attention: Legal Notices Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

- (a) <u>Governing Law</u>. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.
- (b) <u>Rules of Interpretation</u>. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.
- (c) <u>Severability</u>. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.
- (d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.
- (e) <u>Assignment</u>. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in

whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

- (f) <u>No Joint Venture</u>. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.
- (g) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.
- (h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- (i(i) <u>CORI</u>. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.
- (j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By:
Name (printed):
Title:
Date:
Salem Public Schools (SPS)
By:
Name (printed):
Title:
Date:

GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in \$/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"<u>Delay Liquidated Damages</u>" means the daily payment of (i) \$0.250/day/kW, not to exceed \$15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"<u>Dispute</u>" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"<u>Electric Service Provider</u>" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"<u>Estimated Annual Production</u>" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity

operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum byproducts, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"<u>Indemnified Person</u>" means the person who asserts a right to indemnification under Section 15.

"<u>Indemnifying Party</u>" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.

"Installation Work" means the construction and installation of the Project and the startup, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"<u>Land Registry</u>" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"<u>Lender</u>" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"<u>Local Electric Utility</u>" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"<u>Losses</u>" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.

"Production Excess" has the meaning set forth in Section 7(b)(i).

"<u>Project</u>" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"<u>Project Lessor</u>" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product

associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"Site" means the real property described on Exhibit C attached hereto.

"<u>Tax Attributes</u>" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

The PPA \$/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

	Block n	Block n+1	Block n+2	Block n+3
SMART Incentive Amount	\$.	\$.		
PPA Rate (\$/kWh)	\$.	\$.		

Pricing Elements include:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PILOT (Payment In Lieu of Taxes) amounts shown on Exhibit A-1.
- Costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be
 considered material when the price of the applicable steel product or products changes by
 5% percent or more between the Effective Date and the Construction Commencement
 Date based on the benchmark prices published by SteelBenchmarker.
 [Steelbenchmarker.com]

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: <<\$0.XXXXX>> unless the parties have reached agreement on a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 3% annual escalation rate.

Guarantee Year	Avoided Energy Price per kWh
1	\$[x]
2	\$[x]
3	\$[x]
4	\$[x]
5	\$[x]
6	\$[x]
7	\$[x]
8	\$[x]
9	\$[x]
10	\$[x]
11	\$[x]
12	\$[x]
13	\$[x]
14	\$[x]
15	\$[x]
16	\$[x]
17	\$[x]
18	\$[x]
19	\$[x]
20	\$[x]

EXHIBIT A-1

PILOT AMOUNTS

EXHIBIT B

EARLY TERMINATION AMOUNTS

	Early Termination	
Year	Amount	Early Purchase
1		N/A
2		N/A
3		N/A
4		N/A
5		N/A
6		N/A
7		\$
8		N/A
9		N/A
10		\$
11		N/A
12		N/A
13		N/A
14		N/A
15		\$
16		N/A
17		N/A
18		N/A
19		N/A
20		N/A

EXHIBIT C

DESCRIPTION OF SITE

HOST PLEASE PROVIDE LEGAL DESCRIPTION AND DEED FOR PROJECT SITE

EXHIBIT D

DESCRIPTION OF PREMISES

The Premises shall mean the Site. The Premises includes locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site depicted in the site overview below. The Project will be combined and connected to Host's existing main electric equipment, interconnected to the utility network behind the existing utility meter.

SOLECT INSERT SITE PLAN

EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

INSERT QUANTITY AND DESCRIPTION OF MAJOR PROJECT EQUIPMENT

Equipment list may change during the course of the Project

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

Year	Estimated Production (kWh)	Year	Estimated Production (kWh)
1	Troduction (KVVII)	11	1 Toddetion (K vv II)
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8	_	18	
9		19	
10		20	

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

EXHIBIT G

INSURANCE REQUIREMENTS

1. <u>General Liability</u>

- (a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
 - (b) Both the Host and Provider general liability insurance coverage shall:
 - (i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- <u>Commercial general liability</u> insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- <u>Workers compensation</u> insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- <u>Auto coverage</u> not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and one million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

Dr. Stephen Zrike Superintendent of Schools



City of Salem Salem Public Schools

To: School Committee From: Stephen Zrike Date: March 7, 2022

Re: School Calendar 2022-23 School Year

School Committee Members,

In your packet you have copies of draft school calendars for the upcoming school year—Carlton, New Liberty, Salem Prep, Salem High, and the general calendar for the remainder of our schools. These draft calendars are modeled after the current school year (21-22) calendars. As you know, we have received some input and feedback from our community encouraging us to consider creating additional breaks/pauses in the calendar to support the physical and mental health of our students and staff. Below are three options that we have discussed and would like the School Committee to consider in making their final decision to adopt our school calendars for the 2022-23 school year.

- Schedule a Halloween Break (Oct. 31st-Nov. 2nd): This would allow for a pause after the busiest time of the year in Salem. With the inclusion of these dates, June 20th would be the last day of school.
- Create a November Break (Nov. 7th-Nov. 11th): During the week of Nov. 7th, we already have two student days off (election day and Veterans' Day). This would allow for a fall pause (after quarter 1) and take advantage of what is already a choppy week. This scenario will add three days to the school year on the general calendar and the last day of school would be scheduled for June 20th.
- Extend our Winter Break (January 2nd-January 6th): The winter break is shorter than normal this year and we have seen higher COVID case counts following the holidays. Additionally, attendance has generally been low in the days after winter break as many of our students travel outside the country and celebrate Día de Los Reyes on January 6th. If we made Dec. 23rd a school day and had no school during the first week of January, then the last day of school would be extended by three days until June 20th.

The state primary and November election days have been noted as requested. Please let me know if you have any further questions in advance of this meeting.

Sincerely,

Stephen K. Zrike, Jr., Ed.D. Superintendent of Schools

Stephen R. Zrike p.



Salem Public Schools BATES, BAIS, COLLINS, ECC, HMLS, SALTS, WHES 2022 - 2023 School Calendar

	AUGUST 2022						
S	S M T W Th F S						
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	XXI	XXI				20	
21	22	23	24	25	26	27	
28	29	30	31				

	SEPTEMBER 2022						
S	М	T	W	Th	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

	OCTOBER 2022						
S	S M T W Th F						
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
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NOVEMBER 2022						
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First Day (Grades 1-8)	Half Day: ½ day before holiday /
,	Last day of school
Schools Closed: Holiday or Vacation	First Day of School (PreK & K)
Schools Closed: Staff Report, Professional Development	Last Day of School (PreK & K)
Half Day: Professional Development	Holidays/Observances – school in session

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•	15-19 New Teacher Orientation

- 23-25 Professional Development Day (full)
- 26 No School
- 29 Professional Development Day (full)
 - 30 First Day of School Grades 1-8

September

- 2 No School
- 5 Labor Day
- 6 State Primary election (school in session)
- 6 First Day of School **PK/Kindergarten**
- 21 Professional Development Day (half)

October

- 10 Indigenous People's Day
- 19 Professional Development Day (half)

November

- 8 Professional Development Day (full) / Election Day
- 11 Veterans' Day
- 23 ½ day before Thanksgiving
- 24-25 Thanksgiving Break

December

- 7 Professional Development Day (half)
- 23 30 Winter Break

January

- 2 Winter Break
- 16 Dr. Martin L. King Day
- 25 Professional Development Day (half)

February

- 20-24 February Vacation
- 27 Dominican Independence Day (school in session)

March

- 8 Professional Development Day (half)
- 22 Professional Development Day (half)

April

- 7 Good Friday
- 17-21 April Vacation

May

- 24 Professional Development Day (half)
- 29 Memorial Day

- 12 Last day of School (PK/Kindergarten)
- 14 Last day of School (Grades 1-8)
- 19 Juneteenth Independence Day

JANUARY 2023						
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SALEM PUBLIC SCHOOLS SALEM HIGH SCHOOL

2022-2023 SCHOOL CALENDAR

- 15-19 New Teacher Orientation
- 23-25 Professional Development Day (full)
- 24 Scheduling Arena Day
- 26 No School
- 29 Professional Development Day (full)
- 30 First Day of School

September

AUGUST 2022

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First Day of School

Schools Closed: Staff Report, Professional

Half Day: Professional Development

Half Day: 1/2 day before

Holidays/Observances -

Parent Conferences -

Parent Conferences -

school in session

Evening

Afternoon

holiday / Last day of school

Vacation

Development

Schools Closed: Holiday or

DECEMBER 2022

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- 2 No School
- 5 Labor Day
- 6 State Primary election (school in session)
- 21 Professional Development Day (half)
 - 22 Meet the Teacher Night 6:00 pm

October

- 4- Mid Quarter Quarter 1
- 5 Professional Dev. Day SHS Only (half)
- 10 Indigenous People's Day
- 12- PSATs
- 13 Progress Reports Posted
- 19 Professional Development Day (half)
- 20- Parent Conferences 2:40-3:35pm

November

- 8 Professional Development Day (full) / Election Day
- 9 & 10 ELA MCAS Retakes
- 10 End of Quarter 1
- 11 Veterans' Day
- 15-16 Math MCAS Retakes
- 21 Report Cards Posted
- 23 ½ day before Thanksaivina
 - 24-25 Thanksgiving Break
 - 30 Professional Dev. Day SHS Only (half)

December

- 1 Parent Teacher Conferences 6:00 -8:00pm
- 7 Professional Development Day (half)
- 15 Mid Quarter Quarter 2
- 22 Progress Reports Posted
- 23 30 Winter Break

January

- 2 Winter Break
- 10 & 11 Access Testing (2hr delay non-testers)
 - 16 Dr. Martin L. King Day
- 25 Professional Development Day (half)
- 27 End of Quarter 2

February

- 3 Report Cards Posted
- 8 Parent Conferences 2:40-3:35 pm
 - 15 Professional Dev. Day SHS Only (half)
- 20-24 February Vacation
- 27 Dominican Independence Day (school in session)

March

- 8 Professional Development Day (half)
- 10 Mid Quarter Quarter 3
- 17 Progress Reports Posted
- 22 Professional Development Day (half)
- 23 Parent Conferences 2:40-3:35 pm
- 28 & 29 ELA MCAS

April

- 6 End of Quarter 3
- 7 Good Friday
 - 12 Professional Dev. Day SHS Only (half)
- 14 Report Cards Posted
- 17-21 April Vacation
- 27 Parent Conferences 6:00 8:00pm

May

- 3 Professional Dev. Day SHS Only (half)
- 12 Mid Quarter Quarter 4
- 16 & 17 Math MCAS
- 19 Progress Reports Posted
- 24 Professional Development Day (half)
- 29 Memorial Day

- 2 Graduation
- 6 & 7 Science MCAS
- 14 Last day of School
 - 19 Juneteenth Independence Day
 - 20 Report Cards Posted

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SALEM PUBLIC SCHOOLS SALEM PREP HIGH SCHOOL 2022-2023 SCHOOL CALENDAR

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First Day of School

Schools Closed: Staff Report, Professional

Half Day: Professional Development

Half Day: 1/2 day before

Holidays/Observances -

Parent Conferences -

Parent Conferences -

school in session

Evening

Afternoon

holiday / Last day of school

Vacation

Development

Schools Closed: Holiday or

- 15-19 New Teacher Orientation
- 23-25 Professional Development Day (full)
- 24 Scheduling Arena Day
- 26 No School
- 29 Professional Development Day (full)
- 30 First Day of School

September

- 2 No School
- 5 Labor Day
 - 6 State Primary election (school in session)
- 21 Professional Development Day (half)
 - 22 Meet the Teacher Night 6:00 pm

October

- 4- Mid Quarter Quarter 1
- 5 Professional Dev. Day (half)
- 10 Indigenous People's Day
- 12- PSATs
- 13 Progress Reports Posted
- 19 Professional Development Day (half)
- 20- Parent Conferences 2:40-3:35pm

November

- 8 Professional Development Day (full) / Election Day
- 9 & 10 ELA MCAS Retakes
- 10 End of Quarter 1
- 11 Veterans' Day
- 15-16 Math MCAS Retakes
- 21 Report Cards Posted
- 23 ½ day before Thanksgiving
 - 24-25 Thanksgiving Break
- 30 Professional Dev. Day (half)

December

- 1 Parent Teacher Conferences 6:00 -8:00pm
- 7 Professional Development Day (half)
- 15 Mid Quarter Quarter 2
- 22 Progress Reports Posted
- 23 30 Winter Break

January

- 2 Winter Break
- 10 & 11 Access Testing (2hr delay non-testers)
 - 16 Dr. Martin L. King Day
- 25 Professional Development Day (half)
- 27 End of Quarter 2

February

- 3 Report Cards Posted
- 8 Parent Conferences 2:40-3:35 pm
- 15 Professional Dev. Day (half)
- 20-24 February Vacation
- 27 Dominican Independence Day (school in session)

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March

- 8 Professional Development Day (half)
- 10 Mid Quarter Quarter 3
- 17 Progress Reports Posted
- 22 Professional Development Day (half)
- 23 Parent Conferences 2:40-3:35 pm
- 28 & 29 ELA MCAS

April

- 6 End of Quarter 3
- 7 Good Friday
 - 12 Professional Dev. Day (half)
- 14 Report Cards Posted
- 17-21 April Vacation
 - 27 Parent Conferences 6:00 8:00pm

May

- 3 Professional Dev. Day (half)
- 12 Mid Quarter Quarter 4
- 16 & 17 Math MCAS
- 19 Progress Reports Posted
- 24 Professional Development Day (half)
- 29 Memorial Day

- 1 Graduation
- 6 & 7 Science MCAS
- 14 Last day of School
- 19 Juneteenth Independence Day
- 20 Report Cards Posted

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Salem Public Schools **NEW LIBERTY INNOVATION SCHOOL**

2022 - 2023 School Calendar

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First Day of School
Schools Closed: Holiday or Vacation
Schools Closed: Staff Report, Professional Development
Half Day: Professional Development
Half Day: ½ day before holiday / Last day of school
Holidays/Observances – school in session

August

- 15-19 New Teacher Orientation
- 23-25 Professional Development Day (full)
- 26 No School
- 29 Professional Development Day (full)
- 30 First Day of School
- 31 Professional Development (early release)

September

- 2 No School
- 5 Labor Day
- 6 State Primary election (school in session)
- 7, 14, 21, 28 Professional Development (early release)

October

- 10 Indigenous People's Day
- 5, 12, 19, 26 Professional Development (early release)

November

- 8 Professional Development Day (full) / **Election Day**
- 11 Veterans' Day
- 23 ½ day before Thanksgiving
- 24-25 Thanksgiving Break
- 2, 9, 16, 30 Professional Development (early release)

December

- 7, 14, 21 Professional Development (early release)
- 23 30 Winter Break

January

- 2 Winter Break
- 16 Dr. Martin L. King Day
- 4, 11, 18, 25 Professional Development (early

February

- 1, 8, 15 Professional Development (early release)
- 20-24 February Vacation
- 27 Dominican Independence Day (school in session)

March

1, 8, 15, 22, 29 – Professional Development (early release)

April

- 5, 12, 26 Professional Development (early release)
- 7 Good Friday
- 17-21 April Vacation

May

- 3, 10, 17, 24, 31 Professional Development Day (early release)
- 29 Memorial Day

- 7 Professional Development (early release)
- 14 Last day of School
- 19 Juneteenth Independence Day

JANUARY 2023								
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Salem Public Schools CARLTON INNOVATION SCHOOL

2022 - 2023 School Calendar

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	First Day (Grades 1-5)	Half Day: ½ day before holiday / Last day of school
	Schools Closed: Holiday or Vacation	First Day of School Kindergarten
	Schools Closed: Staff Report, Professional Development	Last Day of School Kindergarten
	Half Day: Professional Development	Holidays/Observances – school in session

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•	15-19 New Teacher Orientation

- 23-25 Professional Development Day (full)
- 26 No School
- 29 First Day of School **Grades 1-5**

September

- 1 First Day of School Kindergarten
- 5 Labor Day
- 6 State Primary Election (school in session)

October

- 10 Indigenous People's Day
- 19 Professional Development Day (half)

November

- 1 Professional Development Day (full)
- 8 Election Day (Carlton in session)
- 11 Veterans' Day
- 18 ½ day Transition Day
- 23 ½ day before Thanksgiving
- 24-25 Thanksgiving Break

December

- 7 Professional Development Day (half)
- 23 30 Winter Break

January

- 2 Winter Break
- 16 Dr. Martin L. King Day
- 25 Professional Development Day (half)

February

- 20-24 February Vacation
- 27 Dominican Independence Day (school in session)

March

- 8 ½ day Transition Day
- 22 ½ day Parent/Teacher conferences

April

- 7 Good Friday
- 17-21 April Vacation

May

- 24 Professional Development Day (half)
- 29 Memorial Day

- 5 Transition Day (full)
- 9 Last day of School **Kindergarten**
- 13 Last day of School **Grades 1-5**
 - 19 Juneteenth Independence Day

JANUARY 2023								
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FEBRUARY 2023								
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MARCH 2023								
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MAY 2023								
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JUNE 2023									
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COMMUNITY RELATIONS1000COMMUNICATIONS WITH THE PUBLIC1100DISTRIBUTION OF NOTICES1103

Distribution of notices by non-school organizations or regarding non-school matters shall be permitted only under the following conditions:

Such notices may be distributed only with the superintendent's authorization;

Such notices shall relate to activities and programs for school children students

and families-;

Such notices shall be those of civic or non-profit organizations located within the city or, with the superintendent's prior approval, non-profits from the surrounding area, if such distribution would be of benefit to Salem Public Schools students and families;

All such notices must be distributed in both English and Spanish.

The organization must provide the copies.

Approved: January 3, 2017

Reviewed with suggested edits: November 9, 2021

COMMUNITY RELATIONS

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COMMUNICATIONS WITH THE PUBLIC

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MEDIA RELATIONS/NEWS RELEASES

1105

Every effort will be made to assist the press and other communications media to obtain complete and adequate coverage of the programs, problems, planning, and activities of the school department.

All representatives of the media will be given equal access to information about the schools. General releases of interest to the entire community will be made available to all of the media simultaneously. There will be no exclusive releases except as media representatives request information on particular program plans or problems.

In order that school department publicity is given wide coverage and is coordinated into a common effort and purpose, the following procedures will be followed in giving official information to the news media:

The School Committee chair will be the official spokesperson for the committee, except as this duty is delegated to the superintendent, or to a particular School Committee member such as subcommittee chairs or vice chair of the School Committee;

News releases that are of a citywide or sensitive nature or pertain to established committee policy are the responsibility of the superintendent;

News releases that are of concern to only one school, or to an organization of one school, are the responsibility of the principal of that particular school with support from the district administration as needed.

While it is impossible to know how the press will treat news releases, every possible effort should be made to obtain coverage of school activities, which will create and maintain a dignified and professionally responsible image for the Salem Public Schools.

Approved: January 3, 2017

Reviewed with LPW on December 14, 2021 to present to Regular SC

COMMUNITY RELATIONS

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COMMUNICATIONS WITH THE PUBLIC

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PUBLIC'S RIGHT TO KNOW

1107

The School Committee is a public servant, and its meetings and records will be a matter of public information except as such meetings and records pertain to individual personnel and other classified matters, and exemptions under Massachusetts Public Records and Open Meeting Law.

The School Committee supports the right of the people of the district to know about the programs and services of their schools and will make every effort to disseminate information. All requests for information will be acted on fairly, completely, and expeditiously.

The official minutes of the committee meetings, its written policies and regulations, and its financial records will be open for inspection by any citizen desiring to examine them. No records pertaining to individual students or staff members will be released for inspection by the public or any unauthorized persons by the superintendent or other persons responsible for the custody of confidential files. The exception to this will be information about an individual employee (or student), which has been authorized in writing for release by the employee (or student, or student's parent) or by court order.

Each building administrator is authorized to use all means available to keep parents and others in the particular school community informed about the school's program and activities.

Legal Reference: MGL Ch. 4:7

39:23A, 23B, 23C

Ch. 66:10 Ch. 30A:20

Add and update legal references after legal review

APPROVED: 8/2/04

Reviewed: December 2016

Legal Edits Provided by Justin Gomes, December 8, 2021

Reviewed with suggestion for Beth Rennard (City Legal Dept.) to review and check legal references: November 9, 2021

Reviewed December 14, 2021 to send to SC for First Reading