



**Monomoy Regional School District - Monomoy Regional School Committee
Meeting Agenda for Thursday, May 26, 2022 at 6:30PM
Monomoy Regional High School Library - 75 Oak Street, MA 02645**

This meeting will take place **PARTIALLY REMOTELY** pursuant to the law signed by Governor Baker on February 16, 2022-An Act Further Extending Certain COVID-19 Measures Adopted During the State of Emergency, which includes an extension, until July 15, 2022, of the remote meeting provisions of his March 12, 2020, Executive Order Suspending Certain Provisions of the Open Meeting Law.

**This meeting will be accessible to the Public / Public Comment VIA the MRSD [ZOOM MEETING LINK](#)
and be broadcast to Channel 22 as well as live-streamed/recorded to the MRSD [YOUTUBE MEETING LINK](#)**

A. Call to Order

B. Vote for Chair, Vice Chair of the MR School Committee

C. MRHS Student Representative

D. Public Comment: Speakers are limited to three minutes; additional time at the discretion of the Chairperson

E. Approval of Minutes

1. MRSC Meeting Minutes: May 12, 2022

F. Reports and Discussions

1. Proposal for MRHS student trip to Tokyo - April 2023
2. Strategic Plan Steering Committee - new member appointment
3. Special Education Parent Advisory Council (SEPAC) Report
4. Chatham Town Meeting - Regional Agreement Next Steps
5. Town of Chatham / Stepping Stones parcel discussion

G. Subcommittee, Representatives, Liaison Report

1. Superintendent Evaluation

H. Superintendent's Report

1. Recognition of Donations, Grants, and other Acknowledgements
2. COVID Dashboard / Weekly COVID Safety Check

I. Action Items

1. Vote on Stepping Stones parcel
2. Declaration of Surplus
3. Presentation of the Warrants

'22 May 24 PM 4:23:01

J. Adjournment

Authorized Posting Officer

Leah Tambolleo

May 24, 2022

Monomoy Regional School District - Monomoy Regional School Committee
Meeting Minutes for Thursday, May 12, 2022 at 6:30PM
Monomoy Regional High School Library - 75 Oak Street, MA 02645

This meeting took place **PARTIALLY REMOTELY** pursuant to the law signed by Governor Baker on February 16, 2022-An Act Further Extending Certain COVID-19 Measures Adopted During the State of Emergency, which includes an extension, until July 15, 2022, of the remote meeting provisions of his March 12, 2020, Executive Order Suspending Certain Provisions of the Open Meeting Law.

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Members present in person: Meredith Henderson, Chair; Jackie Zibrat-Long, Vice-Chair; Danielle Tolley; Tina Games; Jessica Rogers; Terry Russell

Members present in Zoom: Sharon Stout; Nancy Scott

Members not present: Jessica Rogers

Administrators present: Dr. Scott Carpenter, Superintendent; Marc Smith, Michael MacMillan (Zoom), Melissa Maguire, Joy Jordan

A. Call to Order: The meeting was called to order at 6:33PM by Chair Meredith Henderson.

1. Roll Call Attendance: Nancy Scott: present; Sharon Stout: present; Danielle Tolley: present; Tina Games: present; Jackie Zibrat-Long: present; Meredith Henderson: present; Terry Russell: present

B. MRHS Student Representative

MRHS student representative Charlotte Blute updated the school committee with a list of activities at the high school during the months of March and April. Some highlights include the Harlem Wizards event, the spring musical, the 8th grade dance, a review of local field trips and trips abroad, student awards and achievements, and information related to spring sports.

C. Public Comment: None

D. Approval of Minutes

1. MRSC Meeting Minutes: April 14, 2022

MOTION: Tina Games moved to approve the minutes of the April 14, 2022 MRSC meeting, seconded by Jackie Zibrat-Long.

DISCUSSION: Sharon Stout requested a modification to page 2, section 7 where it reads, "Sharon Stout left the call" to be changed to "due to an emergency, Sharon Stout had to leave the meeting".

AMENDMENT TO THE MOTION: Tina Games moved to amend her first motion to reflect the above, seconded by Sharon Stout.

ROLL CALL VOTE: Nancy Scott: aye; Sharon Stout: aye; Danielle Tolley: abstain; Tina Games: aye; Terry Russell: abstain; Jackie Zibrat-Long: abstain; Meredith Henderson: aye

The motion passes with 4 ayes and 3 abstentions.

2. MRSC Meeting Minutes: April 28, 2022

MOTION: Jackie Zibrat-Long moved to approve the minutes of the April 28, 2022 MRSC meeting, seconded by Tina Games.

ROLL CALL VOTE: Nancy Scott: aye; Sharon Stout: aye; Terry Russell: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Meredith Henderson: aye

E. Reports and Discussions

1. Westgate Fund Report

Michael Westgate of the Westgate Fund shared with committee members those teachers who have been approved for funding. Nancy Gifford will be reimbursed for expenses to attend 'Explore the Solar System' at the University of Texas this

summer. Also approved to receive funding are Sara Peters and John Dickson whose trips had been postponed due to COVID. Lastly, Ms. Westgate reported that Principal Adam O'Shea and Cheri Armstrong will receive contributions up to \$2000 towards the purchase of a smart screen at the MRMS.

2. Stepping Stones Area/Parcel; TOC Request to Surplus for Affordable/Attainable Housing

Chatham Town Manager Jill Goldsmith and Director of Community Development Katie Donovan joined the meeting via Zoom to discuss the possibility of the district/school committee surplusing the parcel of land on Stepping Stones back to the town of Chatham. The purpose would be so that the town could use the parcel as future site for affordable/attainable housing.

In discussion, the committee shared their thoughts on the proposal, in particular the need for affordable/attainable housing. They also expressed some concern about the use of the parcel should it not be ultimately approved for future housing and discussed the possibility of surplusing the parcel with a contingency that the land only be used for housing needs and if not, be returned back to the district. The school committee did share an interest in moving this issue forward and that the Chair and/or Superintendent could proceed with discussing this with the district's legal counsel for possible next steps.

3. Report back on Costa Rica trip

MRHS teacher and trip leader Dustan Burns joined the school committee to share highlights of the April 2022 trip to Costa Rica. Mr. Burns shared photos and video clips of the group's adventures and, at the conclusion of his presentation, opened the floor to school committee member questions and comments.

4. Strategic Plan Steering Committee - new member appointment

Tina Games volunteered to join the Strategic Plan Steering Committee. Ideally, there should be two Harwich representatives and two Chatham representatives on a subcommittee therefore this item will return on the May 26, 2022 MRSC agenda in the hopes that Jessica Rogers, not present for this meeting, will also volunteer to join the Strategic Plan Steering Committee.

5. Summer MRSC Meeting Schedule - Set dates

Via general consensus, the school committee agreed to the following summer meeting schedule: one meeting in July on Thursday the 14th and 2 meetings in August on Wednesday the 11th and 24th. The August 11th meeting will potentially be a workshop and not a proper business meeting.

Sharon Stout exited the meeting at 8:05 PM.

6. Third Quarter Financial Report & Third Quarter Transfers

MRSD Business Manager Michael MacMillan shared the below summary of the FY22 third quarter finance report with the committee:

Overall, the district's FY22 budget is positive with an unencumbered/unexpended balance of 6.2% or \$2,580,407. At the end of quarter three in FY21, the unencumbered/unexpended balance was \$1,550,989 (3.76%). The positive balance is due to the reduction in school choice and charter tuition fees, savings in salaries due to vacancies or lower than budgeted hires, and reduced health insurance costs. Revenue is trending above last year, driven by an increase in food service revenue, ESSER grants and FEMA reimbursement. These trends are likely to lead to a higher amount of excess and deficiency funds available to offset the FY24 budget.

7. Extended School Year Instructional Assistant Rate

In an effort to attract more Extended School Year Instructional Assistant applicants, the district is seeking to increase the hourly rate from \$20/hr to \$25/hr.

MOTION: Jackie Zibrat-Long moved to approve an increase in the hourly rate for instructional assistants working in the extended school year program from \$20/hr to \$25/hr. The motion was seconded by Tina Games.

ROLL CALL VOTE: Terry Russell: aye; Nancy Scott: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Meredith Henderson: aye

UNANIMOUS the motion passes.

8. Approval of new student activity account for Diversity Club

MOTION: Jackie Zibrat-Long moved to approve the establishment of a Diversity Club at the High School and to authorize the receipt and expenditure of funds related to that activity. The motion was seconded by Tina Games.

ROLL CALL VOTE: Terry Russell: aye; Nancy Scott: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Meredith Henderson: aye

UNANIMOUS the motion passes.

F. Subcommittee, Representatives, Liaison Report

1. EOY Superintendent Evaluation process and timeline

The Superintendent Evaluation subcommittee met on May 4, 2022 to begin the process of the end-of-cycle Superintendent evaluation process. Dr. Carpenter shared his self-evaluation and the rubric school committee members will use when completing their evaluations of him. The goal is for committee members to complete their evaluations in a timely manner so that Jackie Zibrat-Long can work on the school committee's summative evaluation for a first reading on June 9th and the second reading/approval vote at the June 23, 2022 MRSC meeting.

G. Superintendent's Report

1. Recognition of Donations, Grants, and other Acknowledgements

Dr. Carpenter thanked and recognized the below for their achievements, donations and contributions to the district:

- Monomoy Regional High School teacher Rachel Barnes has been selected as the recipient of the 2022 Don Salvucci Award for Excellence in Promoting Civics Education from the Massachusetts Council for the Social Studies. The award is named in honor of Don Salvucci, past president of MCSS with a passion for civics education, and is presented annually to one educator in Massachusetts who has demonstrated exceptional ability in the field of civics education.
- April is Autism Awareness/Appreciation Month, and Harwich Elementary School has a number of activities led by teacher Dyanna Rose. Thanks to the generosity of some special donors, every student and staff at HES was given an Autism Appreciation t-shirt to wear every Friday during the month. They also decorated bulletin boards, shared inclusive books, did science experiments, and even held a robot parade -- all based around the theme of autism awareness! Thank you to everyone that donated but special thanks to Barrow's Excavation, Jeff Gomes on behalf of himself and Brax Landing, Christine Gagnon, North Chatham Outfitters, an anonymous donation made on behalf of the Pilgrim Lodge, Mr. and Mrs. Porter on behalf of The Lanyard and S&L Tree Service. Also a special thank you to Cape Shark and Esptess Screen Printing for coming through in the clutch with extra T-shirt orders. Thanks to Kerig & Dr. Pepper, Stop & Shop, Star Market for donating all of the materials needed for Mr. Weimer's science experiment.
- The Monomoy Regional High School After Prom Committee wants to thank the many businesses, organizations, and individuals that contributed to a successful After Prom event for the MRHS Class of 2022. This event allowed students to continue celebrating in a safe manner following their Senior Prom on April 14. Many thanks to the following for donating food, prizes, and/or financial support to this event: Atlantic White Shark Conservancy; Boston Red Sox; Brax Landing; Dairy Queen; Daniel Brown; Buoys On Main; Cape Cod Five; Cape Roots Market; Cape Shark; Carmine's; Castaway's; Chapman Funerals & Cremation; Chatham Candy Manor; Chatham Fire Assoc.; Chatham Orpheum; Chatham Penny Candy; Chatham Perk; Chatham Police Assoc.; Chatham Village Bakery, Chatham Village Market; Chatham Works; Clark Engineering; Atty. William Crowell; Dave's Garage; Derbyfield Kennel; Dunkin' Donuts; Ember; Exit Merch; Family Pantry; Jack Farrell; Freedom Ferry; George's Pizza; Grand Slam Bumper Boats; Harwich Children's Fund; Harwich Fire Assoc.; Harwich Police Assoc.; Harwich Recreation; Harwichport Golf; Patrick Hawe; Henry T Crosby & Son; Hyannis Honda; Hyora Publications; Jay's Equipment; J.W. Dubis & Sons; Kacergis Fishing Corp.; Keurig/Dr. Pepper; Lanyard Restaurant; Lower Cape Dental; Marion's Pie Shop; McGrath Post & Beam; Milley Trucking; Mom and Pops; New England Gardens; New England Pizza; Newbury Street Hair Salon; Nickerson Funeral Home; North Chatham Outfitters; Panera; Pate's Restaurant; Pilgrim Congregational; Pine Acres Real Estate; Pizza Shark; Robert B. Our Co.; Rory's; Sativa; Schoolhouse Ice Cream; Scribano's; Seal Café; Shoreline Pools; David & Elizabeth Smith; Snow & Thomson Insurance; Solis; St. Martin's Lodge Chatham; Stello Construction; Stop and Shop; Subway; Sweet Izzy; Sweet Tomatoes Chatham; Terry's TV and Appliance; Ulta Beauty; Whiteley Plumbing; and Yankee Ingenuity.
- We also want to thank the many parent volunteers (too many to name!) who helped plan, set up, and clean up the event, Kathy Currie for her decorating help, and of course all of the chaperones -- which included many parents as well as a number of community members, including an impressive contingent from the Chatham Fire Department! Special thanks to Carolyn Carey, Emily Mitchell, and the Harwich Community Center staff for their help hosting the event.

2. COVID Dashboard / Weekly COVID Safety Check

Dr. Carpenter provided an update on the number of COVID positive cases the district is currently tracking, the increase of cases in the community and the affects of COVID on staffing in the district.

3. Harwich Town Meeting - Budget/Regional Agreement update

Dr. Carpenter reported that both the FY23 budget and the amendment to the Regional Agreement passed at Harwich Town Meeting. They both now have to be approved by Chatham voters at their Town Meeting on May 14, 2022.

H. Action Items

1. Extended School Year Instructional Assistant Rate

MOTION: Jackie Zibrat-Long moved to approve an increase in the hourly rate for instructional assistants working in the extended school year program from \$20/hr to \$25/hr. The motion was seconded by Tina Games.

ROLL CALL VOTE: Terry Russell: aye; Nancy Scott: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Meredith Henderson: aye

UNANIMOUS the motion passes.

2. Approval of new student activity account for Diversity Club

MOTION: Jackie Zibrat-Long moved to approve the establishment of a Diversity Club at the High School and to authorize the receipt and expenditure of funds related to that activity. The motion was seconded by Tina Games.

ROLL CALL VOTE: Terry Russell: aye; Nancy Scott: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Meredith Henderson: aye

UNANIMOUS the motion passes.

3. Second Reading: Policy File JJH; IJOA; JJH-R - Field Trips and Student Travel Domestic and International

MOTION: Jackie Zibrat-Long moved to approve Policy File JJH; IJOA; JJH-R - Field Trips and Student Travel Domestic and International as presented in the agenda packet, seconded by Danielle Tolley.

ROLL CALL VOTE: Nancy Scott: aye; Terry Russell: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Meredith Henderson: aye

UNANIMOUS the motion passes.

4. Declaration of Surplus Items: MRHS & HES

MOTION: Jackie Zibrat-Long moved to approve the declared surplus items as presented in the agenda packet for the Monomoy Regional High School and Harwich Elementary School, seconded by Tina Games.

ROLL CALL VOTE: Terry Russell: aye; Nancy Scott: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Meredith Henderson: aye

UNANIMOUS the motion passes.

5. Presentation of the Warrants

Accounts Payable and Payroll warrants were presented for school committee member signatures.

I. Adjournment

MOTION: Jackie Zibrat-Long moved to adjourn the meeting, seconded by Tina Games

ROLL CALL VOTE: Terry Russell: aye; Nancy Scott: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Meredith Henderson: aye

UNANIMOUS the meeting adjourns at 8:35 PM.

Respectfully submitted,

Leah Tambolleo
Recording Secretary

Documents reviewed and available upon request:

May 12, 2022 MRSC meeting agenda

April 14, 2022 MRSC meeting minutes

April 28, 2022 MRSC meeting minutes

Stepping Stones parcel information

FY22 Third Quarter Financial Report and Transfers

Extended School Year Instructional Assistant Rate

Policy File JJH; IJOA; JJH-R Field Trips and Student Travel, Domestic and International

Declaration of Surplus: MRHS & HES

**MONOMOY REGIONAL SCHOOL DISTRICT
FIELD TRIP REQUEST FORM**

Note: This request approved by Principal and Nurse must be submitted to the Superintendent at least one month prior to US trips, and at least six months prior to international trips.

Coordinating Teacher: Amanda Schuermann

Date of Request: 4/4/22

Other Teacher(s): TBD (Chaperones based on final # students) **Grade(s):** 9-12

School: CES HES MS (HS)

Date of Trip: April Break
Spring 2023

School Nurse Needed on Trip: Yes (No)

Other accommodations needed: _____

Destination:

TOKYO, Japan

ALL STOPS/TIMES: _____

Purpose of Trip – Include Direct Connection to Curriculum Standards:

See attached.

Time of Departure: TBD

Return Time to School: TBD

Motor Coach # _____ **School Bus #** _____

Handicap Accessible Bus _____ **Walking – No Bus**

School bus 45 – 2/per seat (MS/HS)

71 - 3/per seat

Coach bus 54 seats

Number of Students: TBD

Number of Teachers: TBD 1/6 students

Number of Chaperones**:** ↓

**** Plan on at least one (1) chaperone per group of 10 students. CHAPERONES MUST BE CORIED BY MONOMOY REGIONAL SCHOOLS****

Source of funds (must be indicated prior to approval):

School Budget (Student Fee) **Grant** _____

Budget

For Day Trips:

If using the bus company: Hourly rate \$33.51. Mileage Rate \$.75 per mile. Please attached Google Map directions

_____ hrs x \$33.51 = _____

_____ miles x 2 (round trip) x .75 = _____

of Buses _____

Total Transportation Costs: \$ _____
(\$ per bus X # of buses)

Admission Cost \$ _____

Total Cost: \$ _____

Total Cost per student: \$ _____

Please email to: Toni London alondon@monomy.edu 11/24/21

For out of state and overnight trips please attach a budget and itinerary.

Approval

Amanda Schuermann

Teacher

4/4/22

Date

School Nurse

Date

Jennifer Pohn

Principal

4/5/22

Date

Superintendent

Date

Approved

Not Approved

International Field Trip

Destination: Tokyo, Japan

Purpose of trip:

The purpose of this trip is to provide students with the opportunity to travel abroad and experience a different culture, which will help them grow as both individuals and intellectuals, and become inspired by the world around them. This trip's itinerary not only exposes students to the art, architecture, and traditions of historical Japanese culture, but also the contemporary aspects including digital art, design, fashion, animation, media, and technology- all of which we touch on in the visual and performing arts department. See highlighted segments in the itinerary to see the experiences that meet various learning standards below.

** To be equitable and inclusive, students will have the opportunity to apply for the EF Global Citizen Scholarship for \$1,000 off their cost to travel. Students may also utilize EF's version of "Go-Fund-Me" to crowdsource funds for their trips from friends and family members. I will also host 1 or more fundraising events to help off-set the cost of the trip for all attending. Our goal is to include as many students as we can, and help those students who may need some financial support as well.

National Core Art Standards	Visual Arts	Media Arts	Music
Creating	VA:Cr1.1.1a, VA:Cr2.1.1a, VA:Cr2.2.8a, VA:Cr2.2.11a		
Presenting	VA:Pr5.1.1a, VA:Pr6.1.8a, VA:Pr6.1.1a, VA:Pr6.1.11a		
Responding	VA:Re.7.1.8a, VA:Re.7.1.1a, VA:Re.7.1.11a, VA:Re.7.2.8a, VA:Re.7.2.1a, VA:Re.7.2.11a, VA:Re.7.2.11a, VA:Re8.1.1a, VA:Re8.1.11a	MA:Re7.1.I MA:Re8.1.II	
Connecting	VA:Cn11.1.7a, VA:Cn11.1.1a, VA:Cn11.1.11a	MA:Cn10.1.I MA:Cn11.1.I	MU:Cn10.0.8 MU:Cn11.0.8

Career, College & Life Skills Gained Through World Travel

Patience Flexibility Perspective Appreciation of Diversity	Empathy Resilience Cultural Competence Communication Cooperation	Planning Goal-Setting Budget Management Creativity Intrapersonal Skills	Language skills (<i>not just learning a language</i>) Problem-solving Self-awareness and Introspection	Curiosity Adaptability Analytical thinking Confidence Street-Smarts
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EDUCATIONAL
TOURS

Watch videos, read
reviews, and enroll on your
teacher's Tour Website

eftours.com/








This is also your tour number

EXPERIENCE JAPAN

10 or 13 days | Osaka | Kyoto | Takayama | Kanazawa | Tokyo | Extension to Nagasaki

Japan is an island nation of contrasts. Neon lights pulse and shine on century-old temples, monks walk alongside anime cosplayers, and Zen meditation is practiced in the same parks where people take selfies. It may sound chaotic, but Japan has perfected the balance of ancient and modern. A better understanding of Buddhism and Shinto, higher truth, or just a measure of inner peace await you on this meditative journey through the tranquil side of Japanese culture.

EVERYTHING YOU GET:

-  **Full-time Tour Director**
-  **Sightseeing:** 2 sightseeing tours led by expert, licensed local guides; 1 walking tour
-  **Entrances:** Fushimi Inari-taisha Shrine; Golden Pavilion; Kiyomizu Temple; tea ceremony; Shrakawa-go open-air museum; Kanazawa castle; Kenroku-en Garden; gold-leaf chopstick activity; Imperial Palace Plaza; Meiji Shinto Shrine; *purikura* sticker photo booth; Suginami Animation Museum; Asakusa Kannon Temple; *with extension:* Nagasaki Peace Park and Museum; Glover Garden; Dejima Port; Mt. Inasa Cable Car; calligraphy activity
-  **Experiential learning:** Zen meditation; Takayama morning market challenge; Akihabara electric town
-  **Personalized learning guide:** Our personalized learning experience engages students before, during, and after tour, with the option to create a final, reflective project for academic credit.
-   **All of the details are covered:** Round-trip flights on major carriers; comfortable motorcoach; bullet train; 8 overnight stays in hotels with private bathrooms (11 *with extension*); breakfast and dinner daily



Golden Pavilion



Traditional Japanese tea ceremony

Anyone can see the world.

YOU'RE GOING TO EXPERIENCE IT.

As you can see, your EF tour includes visits to the places you've learned about in school. That's a given. But it's so much more than that. Immersing yourself in new cultures—surrounded by the people, the language, the food, the way of life—creates inspirational moments that can't be listed in an itinerary. They can only be experienced.

And the experience begins long before you get your passport stamped and meet your Tour Director in your arrival city. It begins the moment you decide to go. Whether it's connecting with other travelers on Facebook, Twitter, or Instagram, or delving deeper into your destinations with our personalized learning experience, the excitement will hit you long before you pack your suitcase.

When your group arrives abroad, everything is taken care of so you can relax and enjoy the experience. Your full-time Tour Director is with your group around the clock, handling local transportation, hotels, and meals while also providing their own insight into the local history and culture. Expert local guides will lead your group on sightseeing tours, providing detailed views on history, art, architecture, or anything you may have a question about.

When your journey is over and you're unpacking your suitcase at home, you'll realize the benefits of your life-changing experience do not end. They have just begun.

@EFtours I just finished my semester abroad to the love for travel I discovered on an airplane in high school **#traveltuesday**

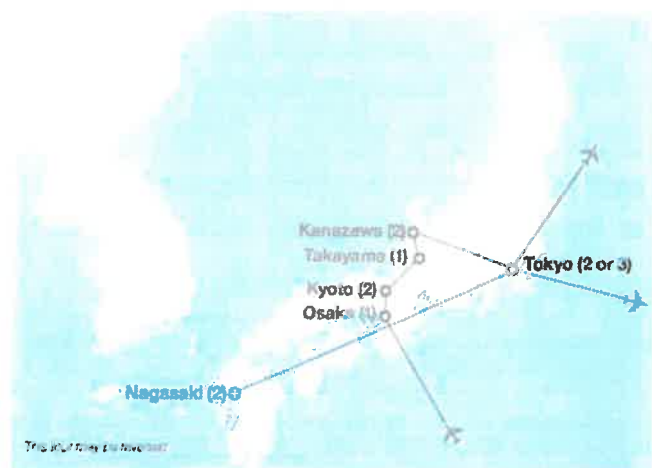
— @KaitlynK



CHECK OUT WHAT A TOUR IS ALL ABOUT

Watch the videos at eftours.com/

Your teacher's Tour Website



What you'll experience on your tour

Day 1: Fly overnight to Japan

Day 2: Osaka

- Meet your Tour Director at the airport in Osaka.

Day 3: Osaka | Kyoto

- Enjoy a walking tour of Osaka's Dotonbori Canal Street.
- Travel to Kyoto, a city that conjures up images of sunlit walks around tiered pagodas and quiet lakes lined with cherry blossom trees.
- Visit Fushimi Inari-taisha Shrine, located near the base of the Inari mountain. Originally constructed to honor the god of rice, the elaborate complex features stone foxes, the known messengers of Inari.
- Enjoy a walk along the banks of the Kamo Gawa River.

Day 4: Kyoto

- Take an expert-led tour of Kyoto. As the national capital for over a millennium, Kyoto offers you a unique glimpse into the history of Imperial Japan.
- Visit the tranquil Golden Pavilion, a Zen Buddhist temple painted in delicate gold leaf.
- Visit Kiyomizu Temple, a Buddhist temple and UNESCO World Heritage Site.
- Enjoy a traditional Japanese tea ceremony.

Day 5: Kyoto | Takayama

- Travel to the small mountain town of Takayama.
- Enjoy free time for lunch.
- Take a deep breath and relax during a guided Zen meditation experience.

Day 6: Takayama | Shirakawa-go | Kanazawa

- Visit the Takayama morning market, a market that has occurred every day for centuries.
- Travel to Kanazawa.
- Make a stop to learn about Samurai-style mountain architecture.

Day 7: Kanazawa

- Visit Kanazawa Castle for a look at feudal Japanese life and architecture.
- Learn the six qualities of the perfect landscape garden at Kenroku-en Garden.
- Discover how gold leaf is created, then make your own gold-leaf chopsticks to take home.

Day 8: Kanazawa | Tokyo

- Travel to Tokyo via bullet train.
- Visit the Imperial Palace Plaza with your Tour Director.
- Tour Harajuku Fashion Street and Meiji Shrine with your Tour Director.
- Experience the power (and fun) of technology by taking and customizing photos in a purikura, a Japanese sticker photo booth.
- Spend time seeing more of Tokyo or enjoy an evening of karaoke.

Day 9: Tokyo

- Visit the Suginami Animation Museum, dedicated to the art and technique of Japanese animation.
- Tour Akihabara's electric town.
- Visit Asakusa Kannon Temple, the city's largest Buddhist temple. Here, restaurants, theaters, and cinemas surround a five-story pagoda—a perfect symbol of Tokyo's enduring past and ultramodern future.

Day 10: Depart for home

3-DAY TOUR EXTENSION

Day 10: Tokyo | Nagasaki

- Fly to Nagasaki.
- Visit the Nagasaki Peace Park and Museum.
- Reflect on your travels and learn how to fold a paper crane.

Day 11: Nagasaki

- Tour Nagasaki with an expert local guide.
- Visit Glover Garden, a Western-themed garden and estate built for a merchant who helped modernize Japan's industries.
- Visit Dejima, a complete reproduction of the Tokugawa-era Port Nagasaki, the only harbor foreign ships were allowed to enter until the mid-1800s.

Day 12: Nagasaki | Tokyo

- Fly to Tokyo.
- Participate in a calligraphy activity.
- Explore the Shibuya district of Tokyo.

Day 13: Depart for home

What you'll see, do, try, or explore on your trip!

On your trip, you'll see, do, try, or explore many of the following things:

EF Tour!

On your trip, you'll see, do, try, or explore many of the following things:

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On your trip, you'll see, do, try, or explore many of the following things:

TOP THREE THINGS I WILL SEE, DO, TRY, OR EXPLORE

1. _____
2. _____
3. _____

— The easiest ways to —
ENROLL TODAY



Enroll on our website
eftours.com/enroll



Enroll by phone
 800-665-5364



Enroll by mail
 EF Educational Tours
 Two Education Circle
 Cambridge, MA 02141

My daughter has gained such an amazing view of the world and history from this trip. She learned English and more since I picked her up at the airport. Thank you for all the wonderful experiences and tour guides.



**THE WORLD LEADER IN
 INTERNATIONAL EDUCATION**

For over 55 years, EF has been working toward one global mission: *Opening the World Through Education*. Your teacher has partnered with EF because of our unmatched worldwide presence, our focus on affordability, and our commitment to providing experiences that teach critical thinking, problem solving, collaboration, and global competence. What's more:

- **We always offer the lowest prices** so more students can travel.
- **We're fully accredited, just like your school**, so you can earn credit while on tour.
- **All of our educational tours feature experiential learning activities** and visits to the best sites.
- **We're completely committed to your safety.** We have more than 600 schools and offices in over 50 countries around the world, so local EF staff members can react quickly and in person wherever you travel.
- **Your full-time Tour Director is with your group** every step of the way on tour, providing insight about your destinations as well as great local tips.





EDUCATIONAL
TOURS

International Travel Program Proposal

Monomoy High School / Amanda Schuermann



Experience Japan - April Break 2023

eftours.com/JAM

Your partner in travel-based learning

EF Education First is the world leader in international education. For over 55 years, we've partnered with educators around the world to help more than 15 million students gain new perspectives and build skills for the future through experiential learning.

Our mission is to empower educators to do their best work. At EF Educational Tours, we're working to define the modern educational tour experience. Our itineraries are more than places to go and things to see. We build programs that challenge assumptions, spark connections, and inspire curiosity in young students. Students will expand their knowledge of the world around them, discover more about themselves, grow more confident and independent, and understand new people, places, and cultures.

We take care of every last detail of the tour experience—transportation and lodging, meal reservations and menus, museum tickets and local tour guides, and much more. That also includes behind-the-scenes elements, like safety checks at hotels and background checks on adult travelers. With all that taken care of, educators and students can focus on the bigger picture.

You'll find all the details and more on the next few pages.

What's contained in this document

Pg. 2	Safety
Pg. 4	Liability protection
Pg. 6	Affordability
Pg. 7	Educational value
Pg. 8	Itinerary specifics
Pg. 8	Cost and payment options
Pg. 9	Sample hotels
Pg. 10	Sample meals
Pg. 11	Next steps

This proposal is property of EF Education First and the educator/school for which it was intended. Distributing, copying, and/or sharing it are prohibited. The proposal, including pricing, is valid for the educator, tour, and date(s) specifically mentioned herein. For additions, subtractions, or modifications, please contact your EF Tour Consultant.

© 2021 EF Education First. For full terms and Booking Conditions visit [eftours.com/bc](https://www.ef-tours.com/bc)

Safety

Your students' safety is our number one priority. We would never send a traveler to a location we believe to be unsafe—and with our extensive global presence, our best-in-the-industry experience, and our close working relationships with U.S. and international authorities, that's a statement we can back up with real insight. Whether it's a worldwide pandemic or a sprained ankle, a missed flight or confusing medical paperwork, we make sure every situation is taken care of.

***For specific information on EF's response to COVID-19, visit effours.com/covid**

Worldwide presence

EF's global presence is truly unmatched. We have staff on the ground 365 days a year in over 50 countries. And we don't just work in those countries—we call them home. EF team members live in nearly every one of our tour destinations, meaning we have the local knowledge to help keep our groups safe. That presence allows us to be there to support you on the ground wherever and whenever you need us.

24/7 emergency support

In the event that anything on tour goes wrong, EF staff is always available to help. Your Tour Director is your group's constant companion and first point of contact in an emergency. Additionally, our fully trained support teams are on hand 24/7 to walk teachers through any issues and provide the resources necessary to get things back on track. Our Safety and Incident Response Team—comprised of industry experts, healthcare experts, and even former FBI personnel—is ready to spring into action 24 hours a day, 365 days a year. And when they aren't directly helping EF travelers, they're actively innovating on and shaping the new worldwide standards for cleanliness and safety.

Your team

This group is fully committed to your school's trip and the safety of every traveler.

Operations Safety & Incident Response

Team – This team is strategically based in our Boston, Panama, Tokyo, and Zurich offices to accommodate for all time zones. Available 24 hours a day, every day of the year, they are trained to react quickly if travelers need help. The team uses a combination of extensive training, simulations, incident response planning, and previous experience to manage emergencies. As needed, they can facilitate additional support for groups on tour, solve operational issues, arrange assistance from outside specialists, and liaise with local and international authorities.

Emergency Services & Support Team

– Our support team is available 24/7 to help resolve any issue, from a missed flight to a lost passport to more serious on-tour incidents. They also facilitate communication between travelers and families in the event of an emergency at home. The team is made up of highly trained and dedicated EF staff in our Boston and Denver offices who are equipped to solve problems and answer questions that may come up, even outside of regular business hours.

Tour Director – Assigned exclusively to your tour for the length of the stay at your destination, your Tour Director meets your group at the airport and travels with you until your departure. All Tour Directors undergo a background check as permissible by local law every two years and are required to participate in ongoing EF safety trainings. They're the first point of contact in an emergency and also communicate information to help travelers stay safe in a foreign destination. Tour Directors assist Group Leaders with hotel check-ins, coordinate meals, facilitate excursions with local guides, and much more. They're also culturally connected and expertly trained to support impactful learning experiences.

Tour Consultant – This itinerary expert is devoted to the growth of your students. They are your school's partner, working with you on everything from finding the perfect tour and enrolling students to offering fundraising advice and creating long-term travel programs for your school community. They work directly alongside the Group Leader (a.k.a. local teacher), right up until the moment of departure to make sure everything goes smoothly.

Traveler Support – Our team of support specialists are readily available to walk families through insurance inquiries, payment plans, food allergy issues, and any other topics that arise.

Chaperones – For every six travelers who enroll on your school's tour, your group is eligible to bring along a chaperone for free (the first spot goes to the Group Leader). This allows for a 6:1 ratio of students to chaperones, who assist Group Leaders with supervision of students to help keep them safe.

Protection for travelers, schools, and districts

We understand that unpredictable things can happen, either on tour or before departure. We offer a variety of protections, programs, and policies to make sure that, no matter what happens, travelers, schools, and districts are covered. We're doing everything we can to make planning for the future as flexible as possible.

General liability insurance

All Group Leaders, schools, and districts who travel with EF are automatically added as additional insureds under our **\$50 million General Liability Policy**, regardless of whether or not the tour is affiliated with the school. EF's liability coverage is primary and non-contributory for covered third-party claims. The policy helps safeguard Group Leaders and their schools for covered third-party claims related to bodily injury or property damage, which includes providing a legal defense and covering legal costs for such claims. In addition, all travelers are required to sign EF's Release and Agreement, which includes a release of liability of their Group Leader, school, and school board.

Flexibility to change tours

The world is always changing. And while our belief in the positive impact of travel is unwavering, it can feel hard to predict what life, here in the U.S. and abroad, will look like several months, a year, or even two years from now. When you decide to travel with EF, we want you to feel secure in that decision. That's why these benefits are built into every EF program.

Peace of Mind

Provided to all groups

We understand that plans can change due to unforeseen circumstances. EF provides this exclusive program to account for such situations. It provides groups with flexibility to change the dates and destination of their tours in uncertain times. This program accounts for such circumstances and can be enacted up to 45 days prior to departure at the group level for any reason, including terrorism or other world events.

COVID Peace of Mind

Provided to groups departing before October 1, 2022

In addition to our standard Peace of Mind Program, EF provides an exclusive COVID-19 Peace of Mind Program to account for situations related to the COVID-19 pandemic. This program is automatically included for all travelers and can be enacted up to 45 days prior to departure at the group level, while specific options can be implemented at the individual level.

COVID Care Promise

Provided to all groups

If your child is diagnosed with COVID-19 while on tour, we will coordinate and facilitate support services and logistics including translation services, connections with local health care providers, communication with family, and flights home at no additional cost.

Protection for individual travelers

Travelers can help protect their investment and themselves from certain unexpected events and expenses while on tour with the Global Travel Protection Plan and Global Travel Protection Plan Plus.

Global Travel Protection Plan

Available to all travelers

Designed specifically with EF travelers in mind, this plan provides both pre-departure and post-departure benefits, including medical expense coverage that may apply on tour and tour cancellation for specified reasons.

Global Travel Protection Plan Plus

Available to all travelers

To further protect your investment from the unexpected, this plan provides all of the benefits included in the Global Travel Protection Plan as well as expanded cancellation protection.

Background checks for adult travelers

EF requires all adults (18 years and older) to pass a criminal background check before traveling on our student tours. This provides a safer tour experience for all travelers and aligns with the process and expectations of many school districts for adults who volunteer in schools or chaperone school activities. The secure process, provided by a leading professional provider, only identifies those individuals who could present a risk to student travelers while on tour.

Affordability

We believe every student should have the opportunity to travel. That's why we're dedicated to providing the lowest prices possible and giving travelers multiple resources for managing payments.

Tour Consultants work closely with teachers to build a tour that's exactly right for your students. Through discussions with your teacher, they take into account learning objectives, cost, timing considerations, and any other factors to craft a tour that's accessible to as many students as possible.

Resources for managing cost and payments

Automatic Payment Plan – Our recommended payment plan offers the ability to break the tour fee into smaller installments. With most tours planned well in advance, travelers can enroll for only \$95, then pay over a long period of time—often up to 18 months or two years—with final payment due 30 days before departure. Families make payments directly to EF, with no payments going through the school.

Donation pages – Each student has access to their own unique and customizable donation page. The easy-to-share page makes it simple for friends and family to contribute a little something that is automatically applied to the balance of the tour, with no fees whatsoever.

Global Citizen Scholarship Fund – EF Educational Tours provides \$100,000 worth of scholarships to students across the country every year. Any student is able to apply for the Global Citizen Scholarship, which is awarded on both a merit and need basis.

Risk-free enrollment period - New travelers who enroll by June 1, 2022 can cancel for any reason 30 days after enrollment for a full refund of 100% of the money paid to EF. To be eligible, the traveler must enroll on a tour with a scheduled departure date between October 1, 2022 and September 30, 2023.

Educational value

Our tours help prepare students for the future by teaching them more about the world, themselves, and the impact they can have on the world. Combining the power of experiential learning with the thrill of global travel, our tours help students:

- Expand their knowledge of the world around them
- Grow more confident and independent
- Understand new people, places, and cultures
- Discover more about themselves

To learn more about EF's educational philosophy, visit <https://www.eflours.com/our-story/educational-approach>

EF is an accredited institution

We echo your commitment to education. Our travel-based learning approach is designed to blend classroom and experiential learning. This allows us to meet the same rigorous standards as schools like yours, ensuring students gain valuable experiences that transform the way they look at the world.



Earning credit for new experiences

EF makes it easy for students to turn their tour experience into high school credit, college credit, or to get a head start on their college essays—all while making their travel experience even more engaging.

- Students in grades 6 - 12 can earn .5 elective high school credit by successfully completing the final project as part of EF's Personalized Learning Guide. Tuition is free.
- Students in grades 9 - 12 can earn 3.0 undergraduate credits, along with the confidence that comes with taking a college course, by completing a series of assignments and a final research project with our partner, Southern New Hampshire University—all for just \$215.
- Educators traveling on student tours may earn up to 45 free hours toward relicensure OR 3 or 6 graduate level credits (\$285/\$450) through Southern New Hampshire University.

Itinerary specifics

For more robust details, the complete itinerary is attached to this document. It includes specific locations, each day's activities, travel plans, and more.

Price of the proposed tour

The tour program price covers a wide range of services that ensure students have an incredible experience. It includes all the planning and preparation that leads up to departure, travel and accommodations, plus logistical support and details once the group reaches their destination.

Price details

Experience Japan

Program Price* \$4,875

Includes: Round-trip airfare, ground transportation, accommodations, meals, and activities.

•

•

Global Travel Protection \$165

Early Enrollment Discount -\$100

EF's Peace of Mind Program Free

Total for Students (under 20) \$4,740

Adult Supplement † \$500

Total for Adults \$5,240

Sample hotels

Every hotel we work with must meet our high standards for safety, quality, and cleanliness. Hotels are vetted by our team to make sure they meet our requirements and are subsequently inspected regularly to ensure they continue to satisfy those parameters. Please note that hotels abroad may have different amenities than travelers are accustomed to in the United States.

Here are some examples of hotels students might stay in on tour:

Pearl Hotel Ryogoku | Tokyo

www.pearlhotels.jp

Pearl Hotel Ryogoku is conveniently located across from Ryogoku Station, which allows groups to explore the vast city of Tokyo with ease. Students are roomed in twin accommodations or in multi-bed suites. Each room has recently been renovated and includes a TV, telephone, air conditioning, and a hair dryer.

Sobial Hotel | Osaka

www.osaka.sobial.jp

The Sobial Hotel is located just a short walk from Taisho Station, near the junction of the Shirinashi and Kizu Rivers. Guests can enjoy the hotel's public bath and on-site restaurant.

Tozankaku | Kyoto

www.sanyo-kogyo.co.jp/tozankaku

The Tozankaku Hotel is located nearby Kyoto Station in the Higashiyama area of Kyoto. Each of the hotel's 131 rooms offers a TV, desks, air conditioning, and traditional Japanese decor. Visitors can also enjoy a meal at the hotel restaurant.

Sample meals

Meals are selected to establish a more immersive cultural experience and give students an idea of how locals eat. Below are some examples of what travelers can expect at the destination that your teacher has chosen, but please note that meals can vary from tour to tour.



Japan: Sample Meals

Tempura vegetables, mushrooms, shrimp, fish, potatoes, eggplant and rice

Monomoy Special Education Parent Advisory Council

Monomoy SEPAC



**Special Education
Parent Advisory Council**

MAY 26, 2022



□ Introduction by Melissa Maguire

□ Presentation by SEPAC Chairs

Emily Bradley

Stephanie Goley



What is the SEPAC?

A **SEPAC** is a **Special Education Parent Advisory Council**. Every public school district in Massachusetts is required to establish a SEPAC. Massachusetts state law assigns both an advisory and participatory function to SEPACs. Membership is open to all district parents of children with disabilities (IEPs and 504 plans) and other interested parties.

Duties shall include, but not be limited to:

- advising the School Committee on matters that pertain to the education and safety of students with disabilities;
- meeting regularly with school officials to participate in the planning, development and evaluation of the district's special education programs; and
- cooperating with the District on their annual workshop on the rights of students, parents and guardians under state and federal law.

The SEPAC is a self-governing public body which creates its own by-laws and operational procedures. A SEPAC is different from other parent groups in a school district such as a PTA, PTO or School Council – a SEPAC does not represent families from one school, but represents all families of children with disabilities from the entire school district.

Mission Statement

The mission of the MRSD SEPAC is to enhance the educational experience for students receiving Special Education services and their families. We support families along their journey by educating caregivers, connecting caregivers to each other, and using their input to strengthen Special Education programs and services by advising and communicating with the MRSD School Committee and Administration.

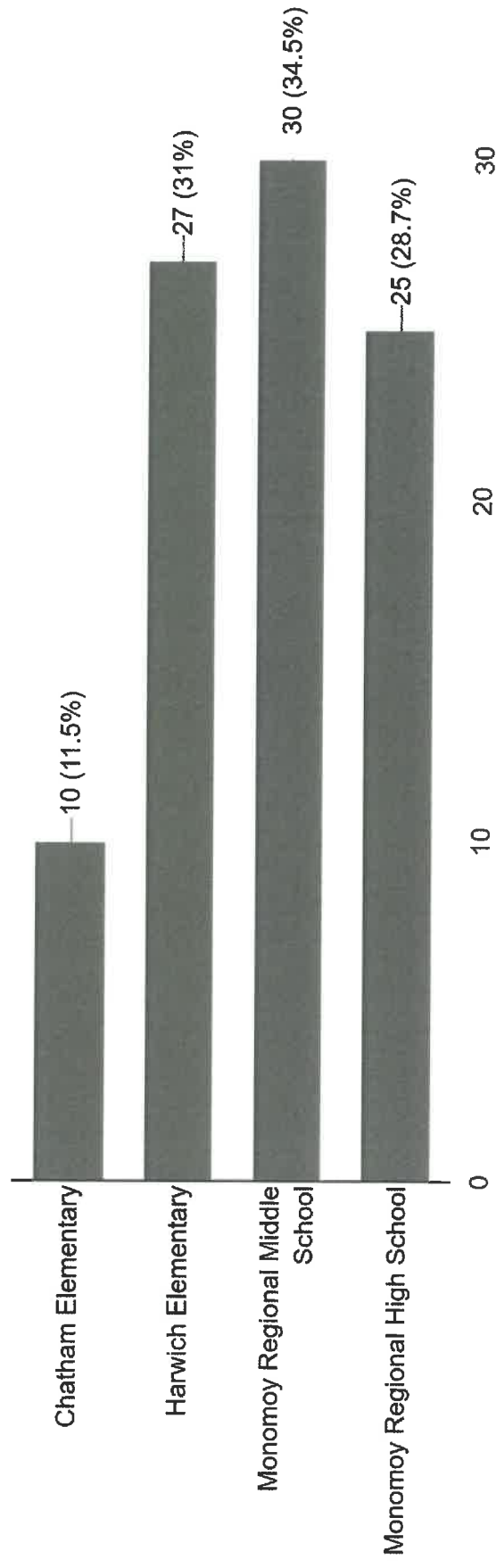


Activities for the 2021-22 School Year

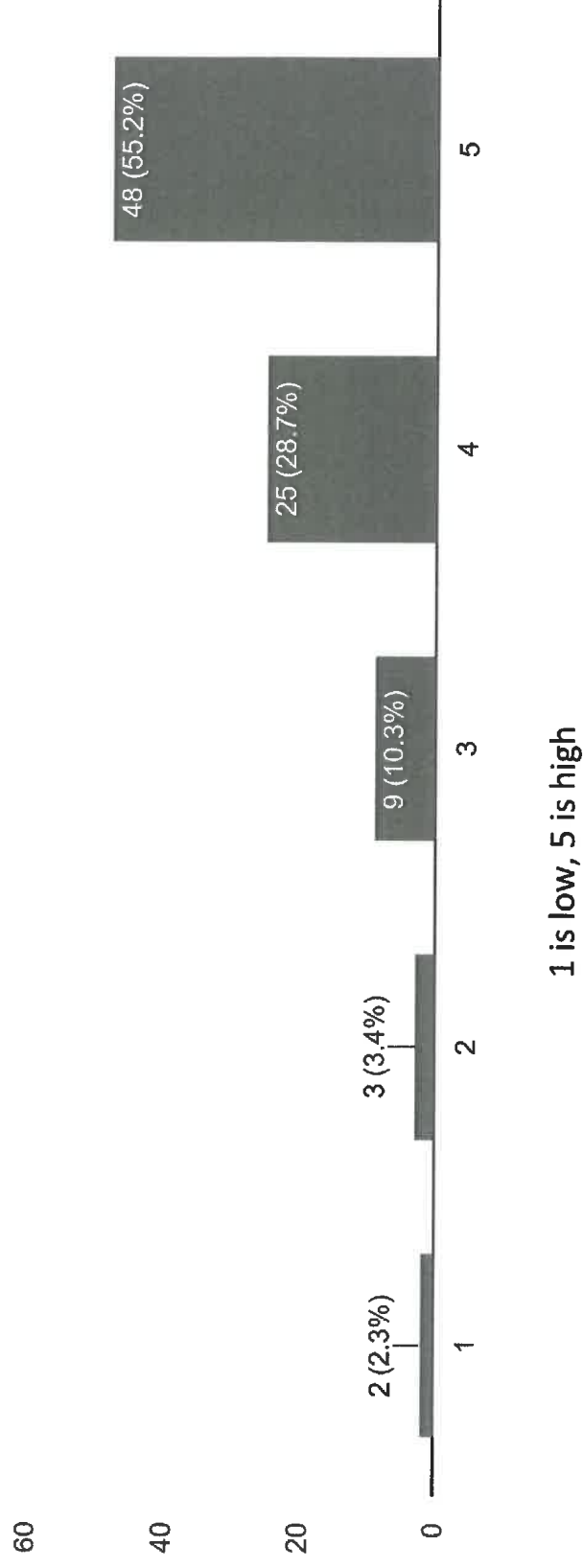
- Basic Rights Workshop: Understanding the IEP
- Collaborated with DY, Falmouth, and Bourne
 - Eligibility and Evaluation workshop
 - Transition planning
- Held 3 meetings for Monomoy families
- Revised and passed Bylaws
- Developed new mission statement
- Compiled contact list of interested SEPAC families
- Created a SEPAC brochure
- Surveyed Monomoy community on special education services

What school do(es) your child(ren) with an IEP attend? Check all that apply if you have more than one student with an IEP.

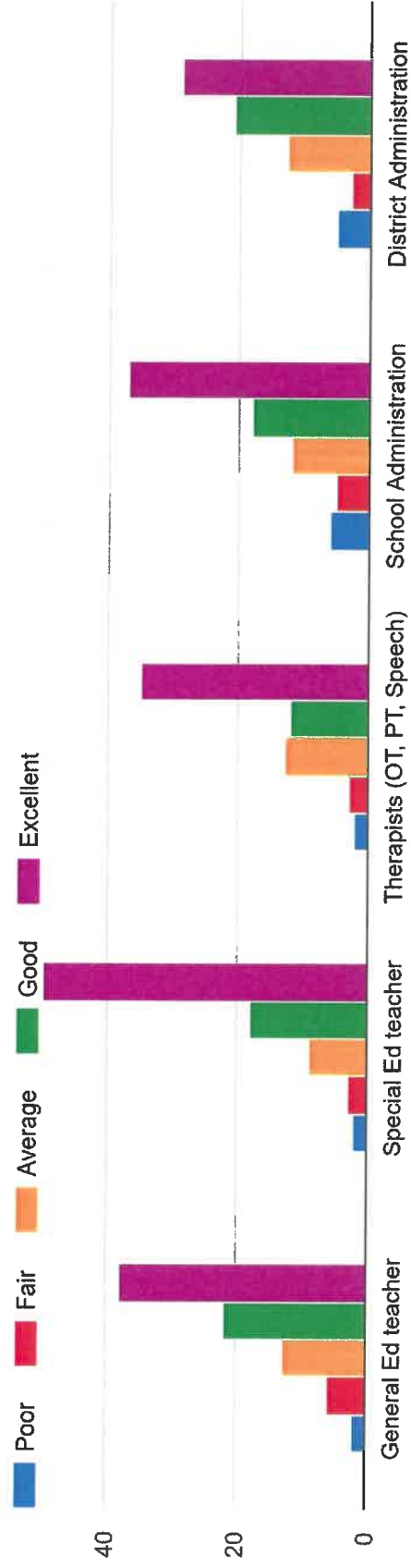
87 responses



How would you rate the special education services provided by Monomoy?
87 responses



Please rate the responsiveness to your child's needs by the following individuals. (leave any row blank if you do not communicate with these individuals)





What's working well for your child in special education?

Themes:

- ☐ 1 to 1 attention
- ☐ Team collaboration
- ☐ Understanding and meeting children's needs
- ☐ Staff care about their child





What's not working well for your child in special education?

Themes:

- ☐ Communication
- ☐ Group work not going well
- ☐ More help with social skills
- ☐ More speech services
- ☐ More strategies and supports for anxiety and mental health
- ☐ Concern over accuracy of IEP implementation
- ☐ Appropriate assessment and intervention

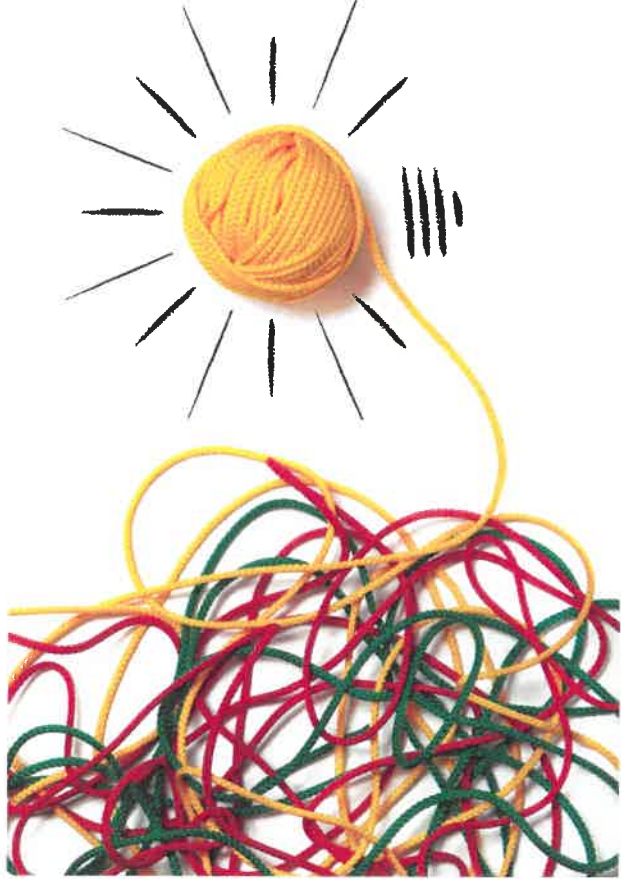


What supports would be helpful for your child?



- ☐ Consistent communication about how child is doing at school (outside of progress reports)
- ☐ Communication about how parents can help at home.
- ☐ Homework help
- ☐ Mental health
- ☐ Social skills
- ☐ Help with transition planning between school years and to adulthood





Future Plans

Continue to offer required workshops

Reach more parents and build capacity

Brochure given at IEP meetings

Connect families

Conduct annual parent/caregiver survey



Contact Info

Website

<https://www.monomoy.edu/domain/131>

Email

sepac@monomoy.edu

Facebook

@sepacmonomoy





Town Of Chatham
Department of
Community Development



Town Annex 261 George Ryder Road
Chatham, MA 02633

TELEPHONE (508) 945-5168

FAX (508) 945-5163

**SELECT BOARD
AGENDA REPORT**

TO: Honorable Select Board Members
Jill R. Goldsmith, Town Manager

FROM: Katie Donovan, Director of Community Development
Aly Sabatino, Principal Planner

DATE: April 7, 2022 (Date of Meeting April 12, 2022)

SUBJECT: Consider Stepping Stones Road Property for Housing

BACKGROUND AND DISCUSSION

At the December 20, 2021 Affordable Housing Trust Fund Meeting, the Trust reviewed several housing initiatives to prioritize for Annual Town Meeting 2022 and beyond. These housing initiatives included town owned parcels to consider for housing development, including the 2 +/-acre portion of the parcel where the Monomoy Regional Middle School is located adjacent to Stepping Stones Road. This area was the subject of a Citizens' Petition to construct the COA building. Staff has prepared a fact sheet for this property which is attached to this report.



The Trust, at the December 20, 2021, meeting agreed that other parcels, such as the Town Owned parcel on Middle Road were higher priorities for Staff to pursue for Town Meeting 2022. Staff prioritized these parcels for Annual Town Meeting 2022 and are now bringing this site to the Select Board for consideration.

During this Trust discussion, there was some agreement to have an initial conversation with the Monomoy Regional School District School Committee on future use of the Stepping Stones Road property by the School District. Existing affordable housing in the area was noted and it was suggested that affordable/attainable housing be spread out around Town rather than be concentrated in one area.

At the directive of the Affordable Housing Trust, staff had an initial discussion with the Superintendent regarding the future use of this property by the School District and the potential for housing on this site. The Superintendent suggested that a formal request be submitted to the Monomoy Regional School Committee. Staff suggests that a vote of the Select Board to support the recommendation by the Affordable Housing Trust Fund Board of Trustees and to direct the Town Manager to request an agenda item for the Monomoy Regional School Committee agenda would be the appropriate action to move forward.

Should the Board consider designating this property for Housing the following would be required:

1. Discuss with the School Committee and request to use this portion of the property for affordable and/or attainable purposes.
2. Amend the Monomoy Regional School District lease (separate and distinct from the Regional Agreement).

Language in the Lease under Section I allowing an amendment and the required process for the School District to follow:

"If at any time any of the parcels of land with the buildings thereon which comprise the Leased Premises, cease to be used by the School District for the Permitted Uses as hereinafter defined, then the School District shall declare the particular parcel as surplus property and said parcel shall then be excluded from this Lease and revert to the control of the Town where the parcel is located."

3. Select Board to declare the land surplus and authorize its use for affordable and attainable housing.
4. Place an Article on a Town Meeting Warrant to obtain approval to declare the property surplus.

5. Endorsement of an Approval Not Required Plan by the Planning Board to divide two acres from the total parcel.

Future Steps if Town Meeting votes to declare property surplus:

1. Conduct a feasibility study on land, determining the community housing goals for the property with public input (density, rental or homeownership, clustering/open space, desired minimum buffer)
2. Prepare guidelines for the development including type of housing, target population, and percentage of affordability, etc.
3. Determine property value.
4. Advertise and seek proposals for development of the parcel.

BOARD ACTION

Consider whether this portion of the Monomoy Regional Middle School Property located adjacent to Stepping Stones Road should be pursued for affordable and or attainable housing purposes.

If the Board wishes to pursue the possibility of removing this area from the Lease Agreement for future designation of this land for affordable and/or attainable housing purposes, direct the Town Manager to request an agenda item for the Monomoy Regional School Committee agenda.

Property Information- Stepping Stones Road



Zoning: M

Square Footage/ Acreage:

Approximate Total: +/- 2 acres

Frontage:

Approximate- 614 ft.

Approximate number of bedrooms under current Board of Health Regulations for 2 acres (Please note that if applying under a 40B Comprehensive Permit additional flow/bedrooms could be available):

Under current regulations for Sewer: +/- 8 bedrooms

Historic Commission: No

Sewer: Yes

Zone 2 (Water Resource): No

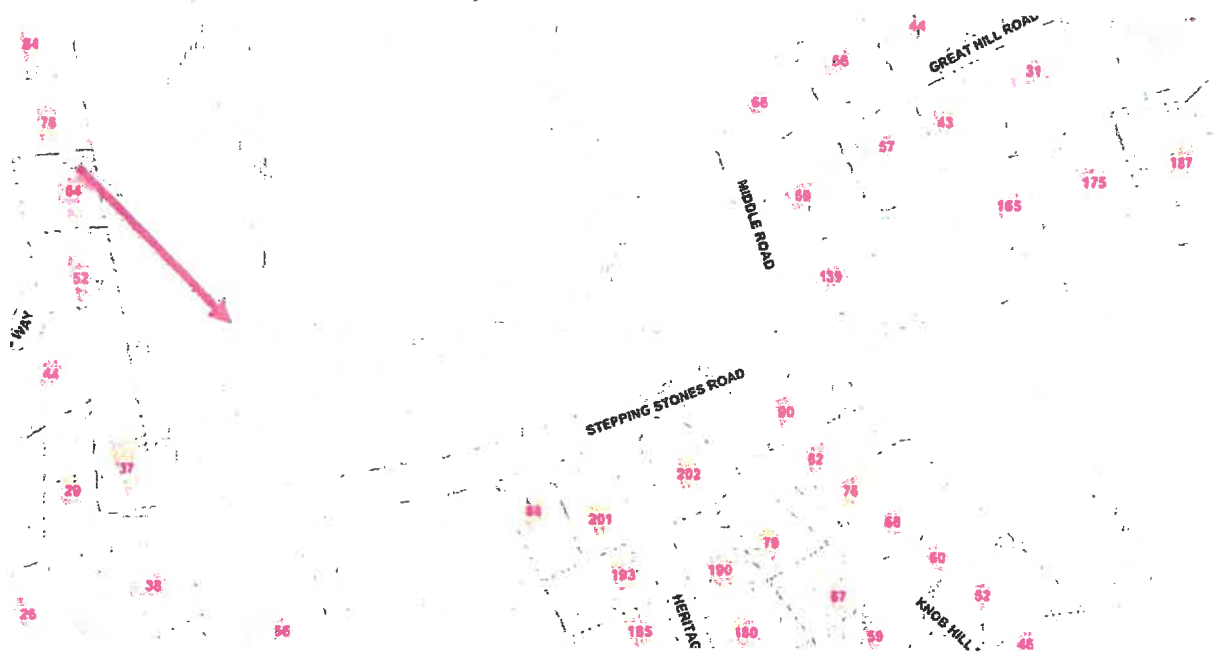
Flood Zone/Inland Conservancy: No

Property Information- Stepping Stones Road

Conservation Commission Review: No

Historic Business District: No

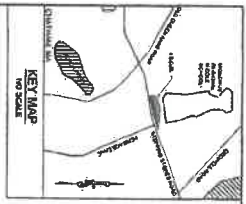
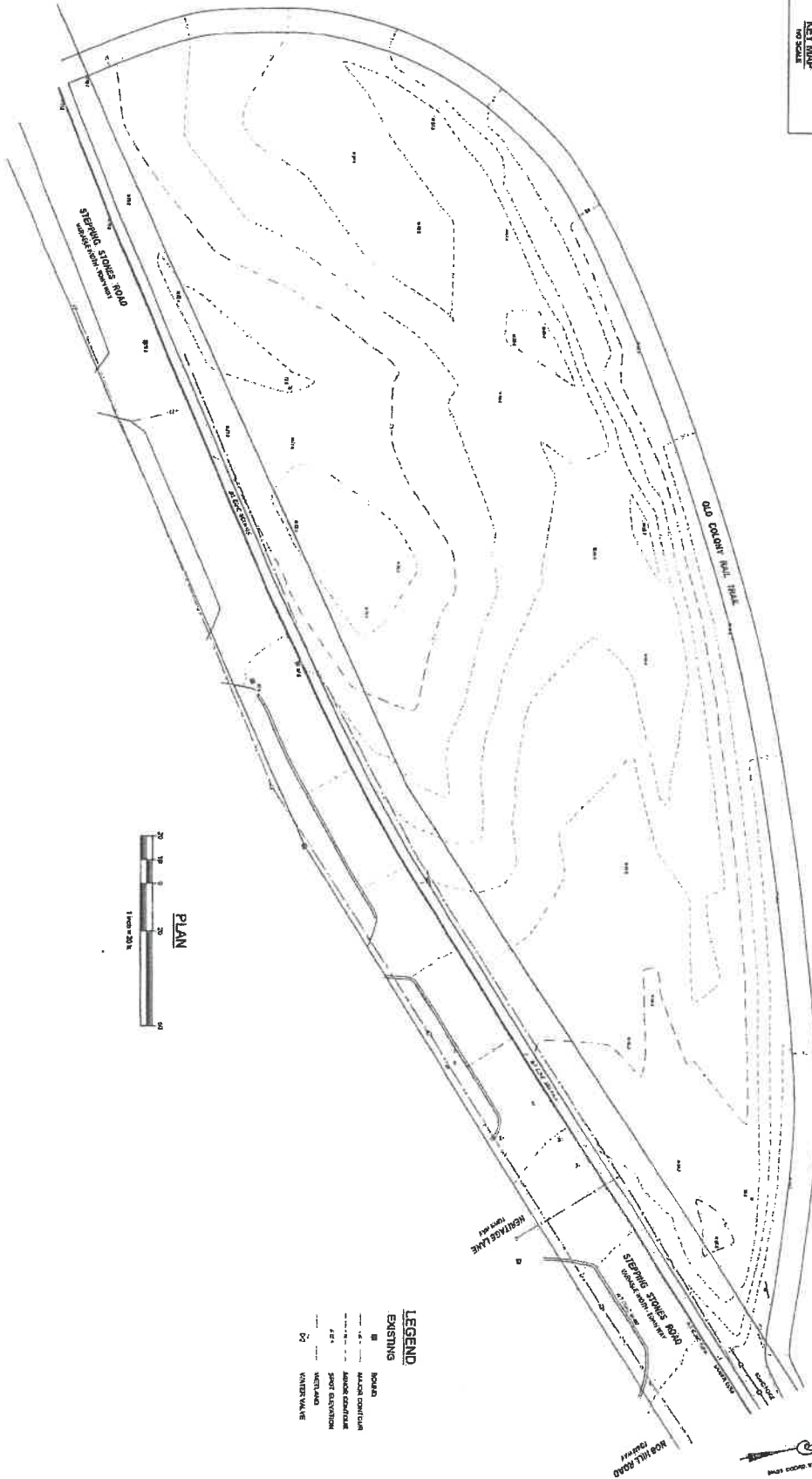
Contours NAVD 88:



SKV-1

PROJECT: BARGMANN HENDRIE + ARCHETYPE, INC. TOWN OF CHATHAM SENIOR CENTER
SHEET TITLE: PLAN SHOWING EXISTING CONDITIONS

PLAN SHOWING EXISTING CONDITIONS



Coastal Engineering Co., Inc.
1000 Highway 1A, Suite 100
Chatham, MA 01928
Tel: 508-385-1234
Fax: 508-385-1235
www.coastalengr.com

Intermunicipal Agreement
Between
The Town of Harwich and Monomoy Regional School District
for Designation of Exclusive Use Line between Harwich Elementary and the
Cultural Center

This Intermunicipal Agreement ("IMA") is entered into this ___ day of December, 2018, between the Towns of Harwich and Monomoy Regional School District, acting through their respective Boards pursuant to G. L. c. 40, Sec. 4A.

1. Purpose

This IMA establishes the terms under which the Town of Harwich (hereinafter "Harwich") and Monomoy Regional School District (hereinafter "Monomoy") will undertake the Exclusive Use Line (hereinafter "Line") between Harwich Elementary School in use by Monomoy Regional School District and the Town of Harwich Board of Selectmen for the purpose of finalizing the transfer of the former Middle School now Cultural Center by establishing an Exclusive Use Line within the property of the two facilities and associated grounds.

2. Commitments

The participating Entities agree as follows:

- a. The Line is to be used to designate use only and is not to be intended to be used as a property boundary for ownership purposes. The Line is displayed on Exhibit A attached to this agreement.
- b. Monomoy agrees to maintain and improve as necessary the Harwich Elementary side of the grounds consistent with the Regional Agreement through its Superintendent.
- c. Harwich agrees to maintain and improve as necessary the Cultural Center (former Middle School) side of the grounds consistent with other property under jurisdiction of the Board of Selectmen as administered by the Town Administrator.
- d. Nothing in this agreement shall prohibit Monomoy or Harwich from working together to allow each other use of property (Elementary School Athletic Programs) and/or improve grounds or structures (Castle in the Clouds, Playground Areas or Ball Fields) if by mutual consent both parties agree or their respective designees agree.
- e. Monomoy shall have peaceful and quiet use of the fields on the Harwich side exclusively during School Hours for student use to facilitate the education program of students. Harwich shall not schedule events on the fields during normal School Hours.
- f. Each entity understands that said funding of elements of this agreement are subject to appropriation by town meeting.

3. Term of Agreement

- a. This IMA shall commence upon July 1, 2019 or by whichever is earlier execution by participating Entities and shall expire on June 30, 2024.
- b. The participating Entities may mutually agree to terminate this IMA prior to the date of expiration or to extend the IMA beyond the date of expiration.

Town of Harwich
By its Board of Selectmen

Monomoy Regional School District
By its School Committee

Town Administrator

Superintendent of Schools

Date _____

Date _____

The Intermunicipal agreement between the Town of Harwich and the Monomoy Regional School District was presented in response to the use of the green space behind the Harwich Cultural Center formerly the Harwich Middle School. Additional language was added to the

proposal in an effort to clarify the use of those fields by the students of Harwich Elementary School.

Commitments

The participating Entities agree as follows:

- a. The Line is to be used to designate use only and is not to be intended to be used as a property boundary for ownership purposes. The Line is displayed on Exhibit A attached to this agreement.
- b. Monomoy agrees to maintain and improve as necessary the Harwich Elementary side of the grounds consistent with the Regional Agreement through its Superintendent.
- c. Harwich agrees to maintain and improve as necessary the Cultural Center (former Middle School) side of the grounds consistent with other property under jurisdiction of the Board of Selectmen as administered by the Town Administrator.
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- f. Each entity understands that said funding of elements of this agreement are subject to appropriation by town meeting.

With the additional language, particularly commitments D & E, previous concerns with the language of the agreement felt satisfied. In discussion, some members did express concern that, over time, this agreement could potentially change. Mary Oldach, Principal at Harwich Elementary School, stated again that the children use these fields during the school and after-school unencumbered.

Terry Russell ask for a motion to move to question. Seconded by Nancy Scott, with all in favor of moving to question.

Nancy Scott then moved to accept the Intermunicipal agreement between the Town of Harwich and the Monomoy Regional School District. Seconded by Terry Russell. Yeas: Nancy Scott, Donna Richardson, Terry Russell, Joe Auciello and Jo-anne Sheehan. Nays: Sharon Stout and Jackie Zibrat-Long. Motion carries 5 to 2.

✓

**LEASE AGREEMENT BETWEEN
THE TOWNS OF HARWICH AND CHATHAM AND
THE MONOMOY REGIONAL SCHOOL DISTRICT**

THIS LEASE AGREEMENT (hereinafter "Lease") is effective this 1st day of July, 2012 by and between the Towns of Harwich ("Harwich") and Chatham ("Chatham"), governmental entities established under state law and having their principal place of business at 732 Main Street, Harwich Massachusetts 02645 and 549 Main Street, Chatham, Massachusetts 02633 (hereinafter collectively "the Towns") and the Monomoy Regional School District, a governmental entity created pursuant to M.G.L., Chapter 71, having a usual address of 425 Crowell Road, Chatham, Massachusetts 02645, acting by and through its duly constituted School Committee (hereinafter "the School District").

WHEREAS, the Towns entered into a Regional School District Agreement on or about December 6, 2010 which created the regional school district known as the Monomoy Regional School District; and,

WHEREAS, Harwich is the owner of certain real estate and buildings known as the Harwich High School located at 75 Oak Street, Harwich, MA, the Harwich Middle School located at 204 Sisson Road, Harwich, MA and the Harwich Elementary School located at 263 South Street, Harwich, MA and Chatham is the owner of certain real estate and buildings known as the Chatham High School and the Chatham Middle School both located at 425 Cromwell Road, Chatham, MA and the Chatham Elementary School located at 147 Depot Road, Chatham, MA (hereinafter the land, the building, and any appurtenance thereto are collectively known as "the Leased Premises"); and,

WHEREAS, the Towns wishes to lease the Leased Premises to the School District for a twenty-year period on the terms and conditions set forth herein, with a right to renew the lease for an additional twenty years at the option of the School District;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I: LEASED PREMISES

1.1 **Leased Premises.** The Towns do hereby demise and lease unto the School District the Leased Premises, as described above except that the baseball field known as Centelo/Baldwin Little League Field which is part of the Harwich High School property and is shown on the June 20, 2012 Sketch No L1 attached hereto as Exhibit A shall be excluded from the Lease

The Leased Premises are delivered to the School District, and the School District accepts, the Leased Premises in their present condition, "AS IS," it being agreed that the School District has had an opportunity to examine and inspect the Leased Premises in all respects, that the Towns have made no representations or warranties of any kind with respect thereto, and that the

Towns, except as required by law, or as provided herein, shall have no obligation to do any work on, or make any improvements to the Leased Premises or the condition thereof.

If at any time any of the parcels of land with the buildings thereon which comprise the Leased Premises, cease to be used by the School District for the Permitted Uses as hereinafter defined, then the School District shall declare the particular parcel as surplus property and said parcel shall then be excluded from this Lease and revert to the control of the Town where the parcel is located. Notwithstanding the foregoing, the present Harwich Middle School may only be used as a middle school by the School District. If the Harwich Middle School is no longer needed by the School District to serve as a middle school, the School District shall declare the Harwich Middle School as surplus property and the school building shall revert to the custody and control of the Town of Harwich.

1.2 Permitted Uses. The School District shall use the Leased Premises for School District educational purposes.

ARTICLE II: TERM OF LEASE

2.1 Term. This Lease shall commence on July 1, 2012 (the "Commencement Date") and, unless sooner terminated as provided herein, shall expire on the twentieth (20th) anniversary thereof ("the Initial Term"), with the School District having the right to extend the term of the Lease for an additional term of twenty (20) years ("the Extension Term"), for a total maximum term of forty (40) years, by giving the Towns written notice thereof ninety (90) days prior to the expiration of the Initial Term. The Initial Term and, if exercised, the Extension Term, are referred to herein as "the Term".

ARTICLE III: RENT

3.1 Payment of Rent. The School District shall not be required to pay rent to the Towns for the use of the Leased Premises for the Term of this Lease.

3.2. Responsibility of School District. The Towns and the School District acknowledge and agree that the School District shall have the sole responsibility with regard to maintaining the Leased Premises, except as provided herein. Except as provided otherwise, all costs, expenses and obligations of any kind relating to the maintenance of the Leased Premises, including without limitation all alterations, repairs, restoration, reconstruction, and replacements as hereinafter provided, which may arise or become due during the Term hereof, or thereafter, so long as the School District or anyone claiming by, through or under the School District, shall remain in occupancy of the Leased Premises, shall be paid by the School District at the School District's sole cost and expense.

ARTICLE IV: UTILITIES

4.1 **Delivery of Utilities.** The Towns shall not be responsible for providing or paying for utilities to the Leased Premises, or for general maintenance of the Leased Premises. The School District agrees to pay promptly, as and when the same become due and payable, all charges for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Leased Premises during the term of the Lease. If the School District fails to pay for the utilities furnished to the Leased Premises, the Towns shall have the right, but not the obligation, to pay the same, and the School District shall reimburse the Towns promptly upon demand for all costs, expenses and other sums of money in connection therewith.

4.2 **Additional Utilities.** In the event the School District requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance, and repairs of the same, shall be the School District's sole obligation, provided that such installation shall be subject to the prior written consent of the town in which the real estate is located, and shall be installed in conformity with plans and specifications provided by the School District and approved by said town, said consent not to be unreasonably withheld, conditioned, or delayed.

4.3 **School District Not to Exceed Capacity of Feeders or Wiring.** The School District covenants and agrees that its use of electric current shall never exceed the capacity of the feeders to the Leased Premises, or the wiring installations therein.

ARTICLE V: ALTERATIONS AND ADDITIONS

5.1 **Construction of Improvements.** The School District shall not make any alterations or additions to the Leased Premises without the Towns prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing the parties hereto expect that a new regional High School will be constructed by the School District on the Leased Premises in Harwich. All such allowed or required alterations or additions shall be at the School District's sole expense, shall be in accordance with all applicable laws and codes, and shall be in quality at least equal to the present construction. The parties hereto agree to cooperate to facilitate the construction and financing of the new High School including amending this Lease as may be required to complete the construction and renovation.

5.2 **Compliance with Laws.** The School District shall procure all necessary permits before undertaking any work on the Leased Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner, and in accordance with the requirements of insurers, employing new materials of prime quality, and shall defend, hold harmless, exonerate, and indemnify the Towns from all injury, loss or damage to any person or property occasioned by such work. The School District shall at all times comply with (i) Massachusetts public bidding laws, and all laws, rules, orders, and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules, and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing

insurance rating bureaus; and (iii) plans and specifications (which shall be prepared by, and at the expense of, the School District, and approved by the Towns prior to beginning any work). The School District agrees to employ responsible contractors for such work, and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements; and to carry comprehensive public liability insurance and automobile liability insurance covering such contractors when on or about the Leased Premises, in amounts reasonably acceptable to the Towns and naming the Towns as an additional party insured; and agrees to submit certificates evidencing such coverage to the Towns prior to the commencement of, and during, the continuance of any such work.

5.3 Liens and Encumbrances. The School District shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to the School District, or claimed to have been furnished to the School District, in connection with work of any character performed or claimed to have been performed at the direction of the School District; and shall cause any such lien to be released of record without cost to the Towns within twenty (20) days after the School District receives notice of filing of same. In connection with the foregoing, the School District agrees to indemnify, save, defend, and hold harmless the Towns against, of, and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom. If the School District shall fail to discharge such liens within such period, or fail to furnish security therefor, then the Towns may, but shall not be obligated to, discharge the same, and the School District agrees to reimburse the Towns promptly upon demand for all costs, expenses, and other sums of money in connection therewith, with interest. All materialmen, contractors, artisans, mechanics, laborers, and any other persons now or hereafter, who contract with the School District for the furnishing of any labor, services, materials, supplies, or equipment with respect to any portion of the Leased Premises, are hereby charged with notice that they must look exclusively to the School District to obtain payment for same. The School District agrees that it will, on request from the Towns, comply with any and all reasonable requirements of the Towns with respect to the work performed or materials furnished by the School District or its agents, contractors, and sub-contractors on the Leased Premises.

5.4 Insurance for School District's Work. The School District shall have and maintain in force comprehensive public liability insurance,, property and casualty insurance, builder's risk insurance for any new construction or substantial renovation, which insurance shall name the Towns as additional insureds. The School District shall also maintain workers' compensation insurance affording applicable statutory coverage, and containing statutory limits. All such policies shall comply with the provisions of Article IX hereof.

5.5 Ownership of Improvements. All capital and/or structural alterations and additions made by the School District shall become the exclusive property of the town in which the real estate is located upon completion. All other nonstructural alterations and additions made by the School District that are not affixed to the Leased Premises or can be removed without material damage, shall remain the exclusive property of the School District. The School District may at any time, at its sole option, remove any such alteration or addition, provided that removal does not damage the Leased Premises, and that the School District restores the Leased Premises to the same conditions that existed prior to such alteration or addition.

ARTICLE VI: USE OF LEASED PREMISES

6.1 **Permitted Uses.** The School District shall use the Leased Premises solely for the Permitted Uses. The School District shall keep the Leased Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit the School District's servants, agents, or invitees to commit waste to the Leased Premises. The School District agrees not to erect any signs on the Leased Premises, including on the exterior of the buildings, without the prior written consent of the town in which the real estate is located, which consent shall not be unreasonably withheld.

6.2 **Use of Leased Premises by Towns for Emergencies.** The Towns reserve the right to use the Leased Premises, in the case of emergencies officially declared by any public body for any use normally associated with such emergencies (emergency shelters, storage of emergency supplies, etc.), free of any charges by the School District. The Towns and the School District shall, upon execution of this Lease, develop and approve a policy defining the use of the Leased Premises for emergencies.

6.3 **Use of Leased Premises by Towns for Towns-wide Meetings.** The Towns reserve the right to use the Leased Premises for town-wide meetings, including annual and special town meetings. The Towns shall reimburse the School District for any additional costs directly related to the use of the Leased Premises by the Towns. The Towns and the School District shall, upon execution of this Lease, develop and approve a policy defining the use of the Leased Premises for town-wide meetings and reimbursement for costs..

6.4 **Compliance with Laws, Regulations, and Codes: Hazardous Substances.** The School District acknowledges that no trade or occupation shall be conducted on the Leased Premises, or use made thereof, that will be unlawful, improper, offensive, or contrary to any federal, state, or local laws, regulations, codes and ordinances, including, but not limited to, those that relate to health and safety, and those of the Board of Fire Insurance Underwriters. Without limiting the generality of the foregoing, the School District shall not bring, or permit to be brought or kept, on the Leased Premises, or elsewhere on the Leased Premises, any hazardous, toxic, inflammable, combustible, or explosive fluid, material, chemical, or substance, including without limitation any item defined as hazardous pursuant Chapter 21E of the Massachusetts General Laws and federal and other state laws ("Hazardous Substances"). The School District hereby agrees to indemnify and hold harmless the Towns, and those claiming by, through, and under the Towns, from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of Hazardous Substances on or from the Leased Premises that is caused or exacerbated by the School District, its agents, employees, contractors, representatives, or invitees, except to the extent caused by the negligent acts or omissions of the Towns. The provisions of this Section shall survive the expiration or earlier termination of the Lease.

6.5 Assignment and Subleasing. The School District shall not assign, sublet, or underlet (collectively referred to as "Transfer") this Lease without the Towns prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent by the Towns, whether express or implied, to any Transfer shall not constitute a waiver of the Towns' right to prohibit any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the School District's interest in the Lease by operation of law.

ARTICLE VII: MAINTENANCE

7.1. School District's Responsibility. The School District shall be responsible, at its sole expense, for the general maintenance of the Leased Premises, except as provided herein. The School District shall keep the Leased Premises, including, without limitation, the electrical fixtures, windows, halls, stairwells, lavatories, the landscaping, the parking areas of the Leased Premises, all pipes, wiring and lighting, all plumbing and utility lines serving the Leased Premises, the boilers and the heating and ventilating system and the fire protection equipment and systems serving the Leased Premises, in good and safe order, condition and repair, excepting only reasonable use and wear, and damage by fire or other casualty. The School District shall also, at its sole expense, keep and maintain the Leased Premises and all sidewalks, curbs and drives on or adjoining the same in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions. The School District shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The School District shall be responsible for removing trash from the Leased Premises, and the collection and disposal thereof. The School District shall not allow rubbish or trash to accumulate on or about the Leased Premises. The School District agrees to keep, operate, use and maintain every part of the Leased Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

7.2 Towns' Responsibility. . The Towns shall be responsible for removing snow and ice from the driveways and parking areas for the Leased premises within their respective town, while the School District shall be responsible for removing snow and ice from the sidewalks and walkways.

7.3 School District's Failure to Maintain. If the School District shall fail to keep the Leased Premises in the condition required herein, or if repairs are required to be made by the School District pursuant to the terms hereof, within thirty (30) days after notice by either Harwich or Chatham (or without notice in any emergency, immediately threatening life or property), Harwich or Chatham shall have the right (but shall not be obligated) to make such repairs or replacements, or perform maintenance work or any other work required of the School District pursuant to this Lease, and charge the reasonable cost thereof to the School District, with interest.

ARTICLE VIII: INDEMNIFICATION; RELEASE

8.1 Indemnification.

To the extent permitted by law, the School District shall, during the term hereof, assume and maintain exclusive control of the Leased Premises and defend, indemnify, and save harmless the Towns from and against all claims, expenses, or liability of whatever nature arising from any act, omission, or negligence of the School District, the School District's contractors, agents, employees, customers, and invitees, or anyone claiming by, through, or under the School District, or arising, directly or indirectly, from any accident, injury to any person, or to the property of any person, occurring after the School District enters the Leased Premises, and until the end of the term of this Lease and, thereafter, so long as the School District occupies the Leased Premises, or arising from any accident occurring outside the Leased Premises, but within the general area of the Leased Premises, where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission, or negligence on the part of the School District or the School District's contractors, agents, employees, customers, and invitees, or anyone claiming by, through, or under the School District.

The foregoing indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including reasonable attorneys' fees, and the defense thereof with counsel acceptable to the Towns, or counsel selected by an insurance company that has accepted liability for any such claim.

8.2 Release. The School District agrees to use and occupy the Leased Premises at the School District's own risk, and, except for liabilities or losses resulting from the negligent acts or omissions of the Towns or either town, the Towns shall have no responsibility or liability for any loss or damage to fixtures, or other personal property of the School District, or any person claiming by, through or under the School District. Without limitation, the School District agrees that the Towns shall not be responsible or liable to the School District, or those claiming by, through or under the School District, for any loss or damage resulting to the School District or those claiming by, through or under the School District, its or their property from the breaking, bursting, stopping, or leaking of electric cables and wires, and water, gas, or steam pipes.

The provisions of this Article shall survive any termination of this Lease.

ARTICLE IX: INSURANCE

9.1 School District's Insurance. The School District shall obtain and keep in force at its own expense so long as this Lease remains in effect, and thereafter so long as the School District, or anyone claiming by, through or under the School District, uses or occupies the Leased Premises or any part thereof, policies of insurance for the benefit of the School District and the Towns, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. The School District shall furnish certificates evidencing each such insurance coverage to the Towns prior to

the execution of this Lease naming the Towns as an additional party insured (to the extent such insurance is appropriate at such time), and providing that the insurer shall give the Towns written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the School District agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Towns of certificates of insurance indicating the kinds and limits of coverage, shall in no way limit the liability of the School District to any such kinds and amounts of insurance coverage.

(a) General Liability Insurance: A commercial general liability policy insuring against claims for damages for bodily injury or death occurring upon, in, or about the Leased Premises, such insurance to afford protection in limits of not less than \$1,000,000 in respect to personal injury or death to any one person, and \$3,000,000 in respect to personal injury or death to any number of persons in any one occurrence; and \$1,000,000 for property damage. Such comprehensive general liability insurance may be effected by a policy or policies of blanket insurance which may cover other property in addition to the Leased Premises, provided that the protection afforded thereunder shall be no less than that which would have been afforded under a separate policy or policies relating only to the Leased Premises, and provided further that in all other respects any such policy shall comply with the other provisions of this Article IX. The Towns, its officers, agents, servants, and employees shall be named as additional insureds.

(b) Property Insurance: A commercial property policy covering the buildings and improvements thereon, in an amount equal to at least one hundred percent (100%) of the replacement cost of such property shall be obtained and maintained by the School District, at its own expense. The Towns, its officers, agents, servants and employees shall be named as additional insureds.

(c) Workers' Compensation Insurance: The School District and any subtenants, as applicable, shall provide Workers' Compensation Insurance required by law, and Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$100,000 each accident; bodily injury by disease for each employee of \$100,000; and a bodily injury by disease policy limit of \$500,000; or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts

(d) Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability of \$5,000,000.00 shall be obtained and maintained by the School District, at its own expense. The Umbrella/Excess Liability insurance policy shall include, but not be limited to, the following coverages for bodily injury, property damage, and personal injury: (i) Leased Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned, and hired vehicles. The Towns, its officers, agents, servants and employees shall be named as additional insureds.

(e) Should the School District choose to make improvements to the building as discussed in Section VI, the School District will be required to provide the town where the building is located, evidence that the School District has required its contractors to maintain: (i)

worker's compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available); (ii) builder's risk insurance (or such reasonably comparable insurance) on an "all risk" basis (including collapse) insuring against casualty to such construction for the full replacement value of the work performed, and the equipment, supplies, and materials furnished and stored; (iii) automobile liability insurance in the minimum amounts required by law, with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit; (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease; (v) public liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total, with a limit of \$1,000,000 per occurrence; and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury, and/or property damage arising out of acts and omissions of the School District or its contractors, employees, or agents in the performance of the Permitted Uses, or any other activities or failures to act, at or with respect to, the Leased Premises in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). The School District shall require that the Towns, and its officers, agents, servants, and employees be named as additional insureds on all sub-tenant's, subcontractor's, and independent contractor's insurance, excluding Worker's Compensation.

The Towns shall have the right to require the School District to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Leased Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require the School District to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Leased Premises.

9.2 Personal Property. The School District agrees that the Towns shall have no responsibility or liability for any loss or damage or injury to or from any cause whatsoever, including theft or otherwise, of fixtures, improvements, or other personal property, of the School District, unless caused by the negligent acts or omissions of the Towns or either town. The School District agrees that it shall continuously keep its fixtures, merchandise (if any), equipment, and other personal property from time to time located in, on, or about the Leased Premises, and all leasehold improvements to the Leased Premises constructed or installed by the School District, insured by reputable, duly licensed insurance companies against loss or damage by fire, with the usual extended coverage endorsements. Within a reasonable time after the School District enters the Leased Premises, and no less often than annually thereafter, and at any other time upon the request of Towns, the School District shall furnish to the Towns evidence of such continuous insurance coverage, satisfactory to Towns. It is understood and agreed that the School District assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

9.3. General Requirements. The Towns shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts as the School District shall select, and the Towns shall approve, which approval the Towns agree not to unreasonably withhold. Without limiting the Towns' other

rights under any other provisions of this Lease, if the School District shall fail to keep the Leased Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by the Towns to the School District thereof, then the Towns or either town, without further notice to the School District, may take out and pay for such insurance, and the amount of such payment shall become due and payable to Towns or either town on demand.

The School District hereby waives any and all rights of recovery that it might otherwise have against the Towns, its agents, employees, and other persons for whom the Towns may be responsible, for any loss or damage to the School District's property or improvements on the Leased Premises that are either required to be insured under the terms of this Lease, or that the School District, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act, or default under the terms of this Lease, by the Towns, its agents, employees, contractors, or other persons for whom the Towns may be responsible.

ARTICLE X: CASUALTY: EMINENT DOMAIN

(a) For the purposes of this Article X, "substantial part" shall be defined as that portion of the Leased Premises which, if damaged or taken by eminent domain, would materially affect the use of the Leased Premises for the Permitted Uses.

(b) If a substantial part of the Leased Premises shall be destroyed or damaged by fire or other casualty and cannot be repaired within a reasonable period of time, or if a substantial part of the Leased Premises shall be taken by any public or quasi-public agency or authority including the Towns, for any public or quasi-public use under governmental law, or by right of eminent domain, and the taking would materially interfere with the use of the Leased Premises for the Permitted Uses, then this Lease shall be amended to exclude the affected property from the Lease on such terms as are acceptable to the Towns and the School District.

(c) If any part of the Leased Premises is damaged by fire or other casualty, the School District shall apply available insurance proceeds and shall repair and restore the Leased Premises, to the conditions prior to such damage or destruction. The School District shall make such repairs within a reasonable time, to the extent of its insurance proceeds, and consistent with the School District's budgetary appropriation and borrowing requirements, and its obligation to comply with legal requirements relating to public building projects and public procurement.

(d) In the event of a taking by eminent domain, the Towns shall have, and hereby reserves and excepts, and the School District hereby grants and assigns to Towns, all rights to recover for damages to the Leased Premises and the leasehold interest hereby created, and to compensation accrued, or hereafter to accrue, by reason of such taking or damage. The School District covenants to deliver such further assignments and assurances thereof as the Towns may

from time to time request, hereby irrevocably designating and appointing either Harwich or Chatham as its attorney-in-fact to execute and deliver in the School District's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent the School District from prosecuting in any condemnation proceedings a claim for the value of any of the School District's usual trade fixtures installed in the Leased Premises by the School District at the School District's expense, and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by the Towns from the taking authority.

ARTICLE XI: TERMINATION; DEFAULT

In the event that the School District shall default in the observance or performance of any of the School District's covenants, agreements, or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice (or any shorter period, if specified herein), Harwich and Chatham shall have the right thirty (30) days thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises located within their town, to declare the Term of this Lease ended, and remove the School District's effects, without prejudice to any other remedy that may be available to either Harwich or Chatham. To the extent permitted by law, the School District shall indemnify the Towns against all payments that the Towns may incur by reason of such termination during the residue of the Term which obligation shall survive termination of this Lease.. If the School District shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on the School District's part to be performed or observed by virtue of any of the provisions of any provision of this Lease, the Towns, without being under any obligation to do so, and without thereby waiving such default, may remedy such default for the account, and at the expense of, the School District. If Harwich or Chatham make any expenditures, or incur any obligations for the payment of money in connection with the School District's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting, or defending any action or proceeding, such sums paid, or obligations incurred, shall be paid to Harwich or Chatham by the School District.

Without limiting any of the Towns' rights and remedies hereunder, and in addition to all other amounts the School District is otherwise obligated to pay, it is expressly agreed that the Towns shall be entitled to recover from the School District all costs and expenses, including reasonable attorneys' fees, incurred by the Towns in enforcing this Lease from, and after the School District's default.

ARTICLE XII: MISCELLANEOUS

12.1 Changes in Lease. None of the covenants, agreements, provisions, terms, and conditions of this Lease shall in any manner be changed, altered, waived, or abandoned, except by a written instrument signed, sealed, and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

12.2 Quiet Enjoyment. The Towns hereby warrant and covenant that the School District shall have peaceful and quiet use and possession of the Leased Premises without hindrance or interruption on the part of the Towns, or by any other person(s) for whose actions the Towns are legally responsible, or by any person claiming by, through or under the Towns, except as herein provided.

12.3 Towns' Entry. The Towns or its agents may, at reasonable times and without interfering with the School District's business operations, enter the Leased Premises from time to time to make repairs, or to inspect the Leased Premises. The Towns shall give the School District a minimum of twenty-four (24) hours notice of such visits, provided however that the Towns may enter the Leased Premises at any hour, and without prior notice, in the case of an emergency affecting the Leased Premises.

12.4 Yield Up at Termination of Lease. The School District shall, at the expiration or other termination of this Lease, remove all the School District's effects from the Leased Premises. The School District shall deliver the Leased Premises to the Towns in the condition in which the School District is required to maintain the same, as set forth in this Lease, reasonable wear and tear excepted, and fire and other casualty excepted.

12.5 Holding Over. If the School District, or anyone claiming under the School District, shall remain in possession of the Leased Premises, or any part thereof, after the expiration of the Term hereof, without any agreement in writing between the Towns and the School District with respect thereto, the person remaining in possession shall be deemed the tenant at sufferance. After acceptance by the Towns of any payments made under this Lease, the person remaining in possession shall be deemed the tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to the tenant from month-to-month, which occupancy or use may at any time be terminated by either party by one (1) month's written notice to the other party.

12.6 Binding Agreement; Covenants, and Agreements; Governing Law; Personal Liability. This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns. All covenants, agreements, terms, and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties, and may not be changed or modified, except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude the Towns or the School District from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee, or consultant of Harwich or Chatham shall be personally liable to the School District, or any successor in interest, or person claiming through or under the School District, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease, or any amendment or extension entered into pursuant hereto.

12.7 Notice. Any notice relating to the Leased Premises, or to the occupancy thereof, shall be in writing, and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses first listed above, or at such other addresses as the parties may from time to time designate by written notice to the other party.

12.8 Early Termination by School District. The School District shall have the right to terminate this Lease prior to the expiration of the Lease Term, provided that the School District is not in default, and provided that the School District gives to the Towns twelve (12) months written notice of its intent to terminate the Lease.

12.9 Early Termination by Towns. Harwich or Chatham shall have the right to terminate this Lease prior to the expiration of the Lease Term if either Town withdraws from the School District as provided in the Regional School District Agreement between the parties.

12.10 Termination of the School District. In the event that there is a termination of the School District for any reason, then this Lease shall terminate on the effective date of the termination of the School District.


ARTICLE XIII: SEVERABILITY

13.1 Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision, provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.



IN WITNESS WHEREOF, the parties, having authorized the respective Chairs to sign on the party's behalf, agree as indicated by the signatures below.

Town of Harwich,
by its Board of Selectmen Chair,
duly authorized:


Signature

Name printed

Date

Approved as to form:

Towns Counsel Signature

Monomoy Regional School District,
by its the School District Chair,
duly authorized:


Signature


Name printed


Date

Date

Town of Chatham,
By its Board of Selectman Chair,
Duly authorized:


Signature


Name Printed


Date

Approved as to form:

Town Counsel Signature

Date



Monomoy Regional School District Disposal of Surplus Materials

Name of individual Completing the Form:

Michael MacMillan

Date:

Submitted to:

Superintendent/School Committee

Date: **5/23/2022**

Current Location of item (s) :

Monomoy Regional Middle School

For Administration Use

Approved by School Committee

☐ Yes

☐ No

Date:

Description	Make & Model	Condition	Year of Purchase	Quantity	Estimated Value (source of Estimation)	Recommended Action (to be completed by the Business Manager)
Kitchen Triple Deck Oven	General Electric	Poor	1960s?	3 decks	\$0 (value minus cost of removal)	Sale / Scrap metal
Camera and lense	Canon	Moderate	1980s	1	\$200	sale

Please see pages 3 and 4 for photo upload



Monomoy Regional School District Disposal of Surplus Materials

Please provide below photographs of the items listed above.

Item 1: Ovens

Click below to insert photo



Item 2: Camera and lense

Click below to insert photo



Item 3:

Click below to insert photo



Item 4:

Click below to insert photo



Item 5:

Click below to insert photo



Item 6:

Click below to insert photo

