



**Monomoy Regional School District - Monomoy Regional School Committee
Meeting Agenda for Thursday, March 23, 2023 at 6:30 PM
Monomoy Regional High School Library - 75 Oak Street, Harwich, MA 02645**

This meeting will be broadcast to Channel 22 as well as live-streamed/recorded to the [MRSC YOUTUBE CHANNEL](#)

AGENDA

A. Call to Order

B. MRHS Student Representative

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

D. Reports and Discussions

- i. Dream Day on Cape Cod student proposal with Cheri Armstrong
- ii. COLA for Barnstable County Retirees Potential Vote
- iii. MRMS Data Presentation
- iv. Artificial Intelligence (AI) in Public Education
- v. FY24 Budget: Conversations with Harwich and Chatham Finance Committees
- vi. MRSD Regional Agreement - DESE Recommendations
- vii. 2023-2024 School Choice Participation
- viii. First Reading: Policy Fie JLCDA - Administration of Nalixone (Narcan)
- ix. First Reading: Policy File BE - School Committee Meetings

E. Subcommittee, Representatives, Liaison Report

F. Superintendent's Report

- i. Recognition of Donations, Grants, and other Acknowledgments

G. Action Items - Vote Required

- i. COLA for Barnstable County Retirees Potential Vote
- ii. 2023-2024 School Choice Participation
- iii. April 2024 Student trip to Montreal/Quebec City
- iv. MRMS Declaration of Surplus Items

H. Presentation of the Warrants

I. Adjournment

'23 MAR 21 PM 1:58:28

Authorized Posting Officer

Leah Tambolleo
March 21, 2023

DREAM DAY 5K FUNDRAISER

COLIN MOORE + MAX WEINBERG



Our Plan

- Chatham Turkey Trot Route:
 - Oyster Pond Parking lot/Stage Harbour Road.
- Back Field of Community Center Reception:
- Food Trucks parked along Depot Road. Behind Veterans' Field.
- \$1500 confirmed in sponsorships
- Donations pending in the mail
- Fundraising is being done in waves of six businesses per volunteer

What We've already done

- Spoke to Police and Fire.
- Contacted Select Board about meeting.
- Secured Cape Cod Five Sponsorship
- Contacted Local Businesses (Chatham+Harwich) regarding support for our event.

Next Steps

- Approval of Chatham Select Board: Meeting scheduled
 - Unofficial support given (pending official approval)
- School Committee Meeting: ???
- Collecting more donations/scholarships
- Securing entertainment/food trucks

We would be
honored to have the
School Committee
participate in this
event!

BARNSTABLE COUNTY RETIREMENT ASSOCIATION

750 Attucks Lane, Hyannis, MA 02601 • 508-775-1110 • Fax 508-775-1344 • www.barnstablecountyretirement.org

MEMORANDUM

TO: Town Selectman

FROM: Barnstable County Retirement Association

DATE: March 3, 2023

We would like to inform you that on November 16, 2022, the Governor approved Chapter 269 of the Acts of 2022 which allows for a **1 time** adjust of the Cost-of-Living (COLA) for retirees from a maximum of 3% to 5% for **only Fiscal Year 2024(FY2024)**. Please note that the Barnstable County Retirement Association has established a maximum of \$18,000.00 base for calculation of the COLA which would mean that if this is approved, the maximum increase to any retiree would be \$30.00 per month. Attached to this memorandum is a copy of Chapter 269 of the Acts of 2022, PERAC Memo #29/2022, a letter showing the additional total cost to the system annual for FY2025 to FY2037, what the current appropriation cost, and a spreadsheet showing an estimated additional cost per unit for only FY2025 and FY2026. This is **only an estimate**, the percentage of the total appropriate per unit changes annually. Each unit percentage is based on the reported salary on September 30 as a percentage of the total reported by all units each year. ***Barnstable County Retirement Association retirees will only receive this increase if it is approved by of the Retirement Board, Barnstable County Commissioners, and two-thirds of the towns within our system.*** If you have any questions as you are reviewing this information, please feel free to contact Susy Holmes at 508-775-1110 or by email at sholmes@barnstablecountyretirement.org

We respectfully request that the Board of Selectman review the attached information and let us know if we could be of any assistance in this matter. This matter is time sensitive as the legislation requires us to act on this by the end of this fiscal period (6/30/2023). We ask that you place it on your agenda as soon as you feel you can make an educated vote to either approve or deny this additional 2% Cost-of-Living Adjustment.

Please notify this office of your decision by May 31, 2023 by any of the following:

Regular mail to: Susy Holmes, Executive Director
Barnstable County Retirement Association
750 Attucks Lane
Hyannis, MA 02601

Fax: 508-775-1344

Email: sholmes@barnstablecountyretirement.org

Thank you for your time and consideration in this matter.

cc: Unit Treasurer

cc'd to Michael

MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment ("COLA") for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer¹ - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

¹ As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



MEMORANDUM - Page Two

TO: All Retirement Boards
FROM: John W. Parsons, Esq., Executive Director
RE: 5% Local COLA option
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at judith.a.corrigan@mass.gov.

Acts (2022)

Chapter 269

AN ACT RELATIVE TO COST-OF-LIVING ADJUSTMENTS FOR RETIREES

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide for increased cost-of-living adjustments for retirees, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. (a) (1) Notwithstanding section 103 of chapter 32 of the General Laws or any other general or special law to the contrary, the retirement board of any system that has accepted said section 103 may elect to establish a cost-of-living adjustment increase of not less than 3 per cent and not greater than 5 per cent on the base amount provided for in said section 103 for fiscal year 2023.

(2) The sum of the dollar amount of the cost-of-living increase on the base amount, together with the amount of retirement allowance, pension or annuity to which the cost-of-living increase is applied,

shall become the fixed retirement allowance, pension or annuity for all future purposes, including the application of subsequent cost-of-living adjustments in future years.

(b) A retirement board may grant a cost-of-living increase of not less than 3 per cent and not greater than 5 per cent on the base amount for fiscal year 2023 at any time during the fiscal year.

(c) This section shall take effect for the members of a retirement system by a majority vote of the board of such system and upon local acceptance: (i) of the city council upon recommendation of the mayor in a city, (ii) of the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, (iii) of the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town, (iv) of the county commissioners in a county and (v) by vote of the governing board, commission or committee in a district or other political subdivision of the commonwealth. For any retirement system comprising more than 1 political subdivision of the commonwealth, this section shall be effective by a majority vote of the board of such system and upon the acceptance of two-thirds of cities and towns within the system by approval of: (i) the city council upon recommendation of the mayor in a city, (ii) the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, and (iii) the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town.

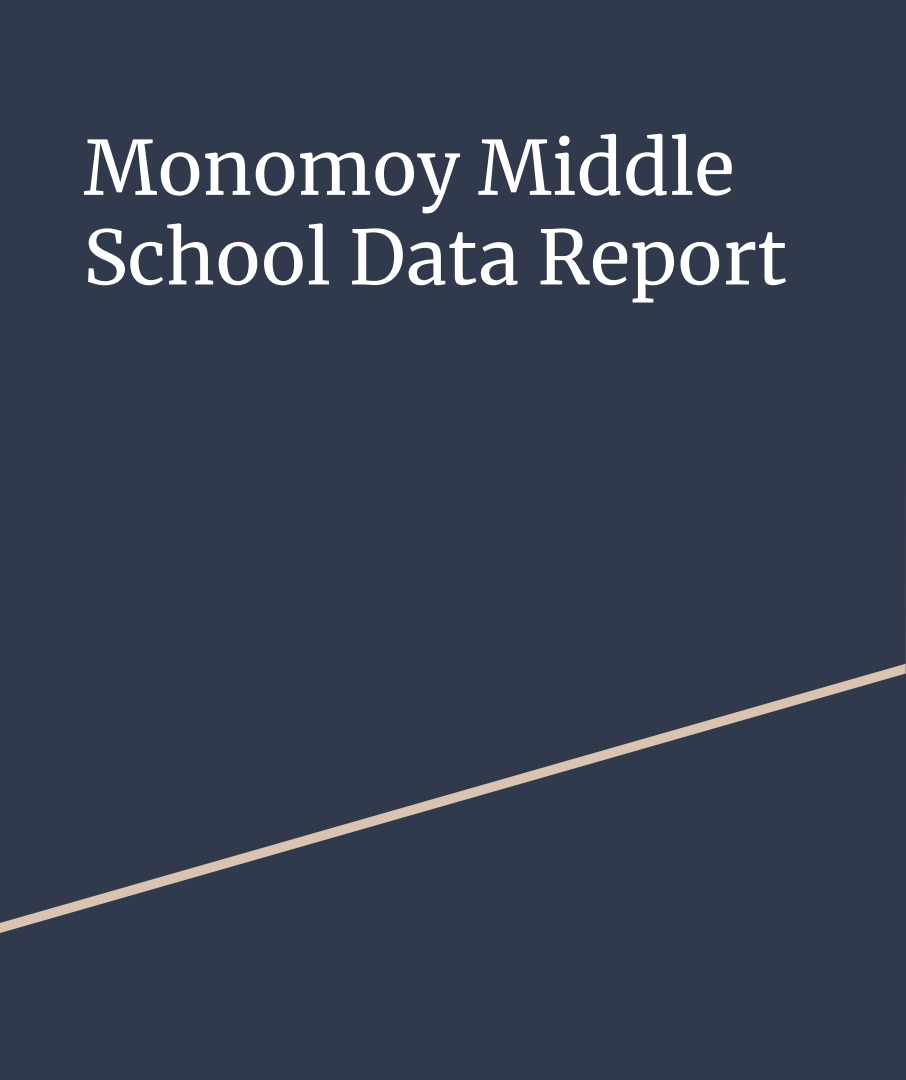
SECTION 2. This act shall take effect on July 1, 2022.

Approved, November 16, 2022.

- Estimated cost increase for FY2025 and FY2026 only based on FY2024 percentage
- Additional annual cost will be added for FY2025 to FY2037 to current appropriation schedule

###	UNIT		estimate for FY2025	sheriff	estimate for FY2026	sheriff
001	BARNSTABLE COUNTY	4.21%	\$ 45,451.24	\$ 27,114.00	\$ 48,087.42	\$ 28,258.00
002	COUNTY HOSPITAL	0.00%	\$ -		\$ -	
003	BARNSTABLE	15.58%	\$ 168,201.99		\$ 177,957.72	
004	BARNSTABLE FIRE	0.71%	\$ 7,665.17		\$ 8,109.75	
005	BARN HSG AUTH	0.33%	\$ 3,562.69		\$ 3,769.32	
006	BOURNE	5.66%	\$ 61,105.47		\$ 64,649.60	
039	BOURNE HSE AUTH	0.07%	\$ 755.72		\$ 799.55	
007	BOURNE REC AUTH	0.21%	\$ 2,267.16		\$ 2,398.66	
008	BOURNE WATER DIST	0.20%	\$ 2,159.20		\$ 2,284.44	
009	BREWSTER	4.03%	\$ 43,507.96		\$ 46,031.43	
041	BREWSTER HSE AUTH	0.02%	\$ 215.92		\$ 228.44	
010	BUZZARDS BAY WATER	0.13%	\$ 1,403.48		\$ 1,484.88	
011	CC MOSQ CONTROL	0.51%	\$ 5,505.97		\$ 5,825.32	
012	CC REG TECH	0.68%	\$ 7,341.29		\$ 7,767.09	
013	COMM FIRE DIST	2.32%	\$ 25,046.77		\$ 26,499.48	
014	CHATHAM	3.28%	\$ 35,410.95		\$ 37,464.78	
040	CHATHAM HSE	0.06%	\$ 647.76		\$ 685.33	
015	COTUIT FIRE	0.56%	\$ 6,045.77		\$ 6,396.43	
016	DENNIS	5.10%	\$ 55,059.70		\$ 58,253.17	
017	DENNIS HSE AUTH	0.12%	\$ 1,295.52		\$ 1,370.66	
018	DENNIS WATER DIST	0.41%	\$ 4,426.37		\$ 4,683.10	
019	D/Y REG SCH DIST	2.08%	\$ 22,455.72		\$ 23,758.16	
020	EASTHAM	2.78%	\$ 30,012.94		\$ 31,753.69	
021	HARWICH	4.39%	\$ 47,394.53		\$ 50,143.41	
022	HYANNIS FIRE DIST	2.03%	\$ 21,915.92		\$ 23,187.05	
023	MASHPEE	5.10%	\$ 55,059.70		\$ 58,253.17	
044	MASHPEE HSE AUTH	0.10%	\$ 1,079.60		\$ 1,142.22	
043	MASHPEE WATER	0.25%	\$ 2,699.01		\$ 2,855.55	
024	T/NANTUCKET	10.52%	\$ 113,574.13		\$ 120,161.44	
046	NANTUCKET HSE	0.02%	\$ 215.92		\$ 228.44	
025	C/NANTUCKET	0.39%	\$ 4,210.45		\$ 4,454.65	
049	NANTUCKET REG TRANS	0.05%	\$ 539.80		\$ 571.11	
026	NAUSET REG SCH DIST	1.20%	\$ 12,955.22		\$ 13,706.63	
027	N SAGAMORE WTR	0.07%	\$ 755.72		\$ 799.55	
028	ORLEANS	3.25%	\$ 35,087.07		\$ 37,122.12	
037	ORLEANS HSG	0.08%	\$ 863.68		\$ 913.78	
042	GROUND WATER	0.00%	\$ -		\$ -	
029	PROVINCETOWN	3.12%	\$ 33,683.58		\$ 35,637.23	
030	SANDWICH	6.39%	\$ 68,986.57		\$ 72,987.79	
047	SANDWICH HSE	0.09%	\$ 971.64		\$ 1,028.00	
031	SANDWICH WATER	0.31%	\$ 3,346.77		\$ 3,540.88	
032	TRURO	1.93%	\$ 20,836.32		\$ 22,044.83	
033	VETERANS DIST	0.12%	\$ 1,295.52		\$ 1,370.66	
034	WELLFLEET	2.19%	\$ 23,643.28		\$ 25,014.60	
035	YARMOUTH	6.76%	\$ 72,981.10		\$ 77,214.00	
036	YARMOUTH HSE AUTH	0.06%	\$ 647.76		\$ 685.33	
038	W BARNSTABLE FIRE	0.22%	\$ 2,375.12		\$ 2,512.88	
050	CAPE COD REG TRANS	0.26%	\$ 2,806.97		\$ 2,969.77	
051	MONOMOY REG SCH DIST	1.57%	\$ 16,949.75		\$ 17,932.84	
052	PROVINCETOWN HSE AUTH	0.00%	\$ -		\$ -	
053	CAPE LIGHT COMPACT	0.48%	\$ 5,182.09		\$ 5,482.65	
	TOTALS:	100.00%	\$ 1,079,602.00	\$ 27,114.00	\$ 1,142,219.00	\$ 28,258.00

Monomoy Middle School Data Report



Adam O'Shea, Principal MRMS

School Committee: March 23rd, 2023

One last look at the MCAS of 2022

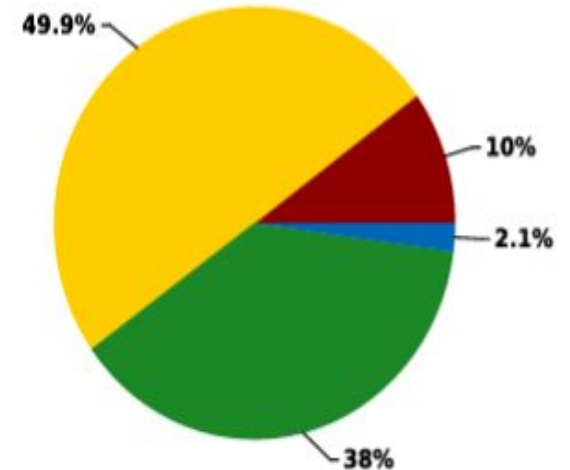
Grade and Subject	Meeting or Exceeding Expectations %		Exceeding Expectations %		Meeting Expectations %		Partially Meeting Expectations %		Not Meeting Expectations %		No. of Students Included	Part. Rate %	Avg. Scaled Score	Avg. SGP	Included in Avg. SGP	Ach. Pctl
	School	State	School	State	School	State	School	State	School	State						
GRADE 05 - ENGLISH LANGUAGE ARTS	36	41	5	5	31	36	53	46	10	13	144	99	495	46	133	49
GRADE 05 - MATHEMATICS	45	36	4	4	42	32	46	48	8	16	142	97	499	51	132	67
GRADE 05 - SCIENCE AND TECH/ENG	51	43	8	7	43	36	36	40	13	18	142	97	499	N/A	N/A	58
GRADE 06 - ENGLISH LANGUAGE ARTS	55	41	17	8	38	33	31	36	14	22	143	98	503	59	119	79
GRADE 06 - MATHEMATICS	63	42	13	5	50	37	30	43	7	15	143	98	504	62	119	80
GRADE 07 - ENGLISH LANGUAGE ARTS	49	41	8	5	40	36	42	40	10	19	154	99	500	55	136	75
GRADE 07 - MATHEMATICS	50	37	6	7	44	31	42	44	8	19	151	96	499	55	134	75

Projected Math Proficiency

Projected to: **Massachusetts Comprehensive Assessment System (MCAS)** taken in **spring**.

View Linking Study: <https://www.nwea.org/resources/massachusetts-linking-study/>

Grade	Student Count	Not Meeting Expectations		Partially Meeting Expectations		Meeting Expectations		Exceeding Expectations	
		Count	Percent	Count	Percent	Count	Percent	Count	Percent
5	151	13	8.6%	102	67.5%	36	23.8%	0	0.0%
6	143	21	14.7%	62	43.4%	58	40.6%	2	1.4%
7	135	9	6.7%	50	37.0%	69	51.1%	7	5.2%
Total	429	43	10.0%	214	49.9%	163	38.0%	9	2.1%

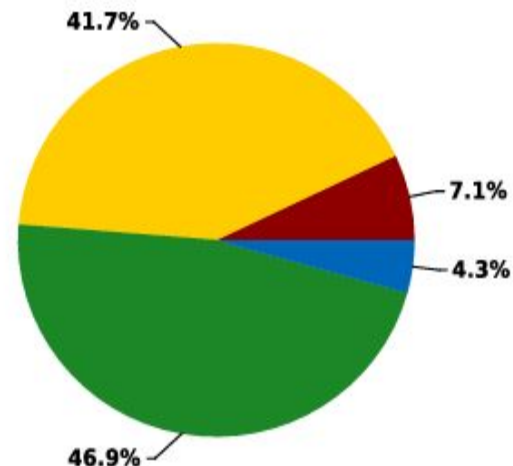


Projected Reading Achievement

Projected to: **Massachusetts Comprehensive Assessment System (MCAS)** taken in **spring**.

View Linking Study: <https://www.nwea.org/resources/massachusetts-linking-study/>

Grade	Student Count	Not Meeting Expectations		Partially Meeting Expectations		Meeting Expectations		Exceeding Expectations	
		Count	Percent	Count	Percent	Count	Percent	Count	Percent
5	151	8	5.3%	68	45.0%	74	49.0%	1	0.7%
6	143	18	12.6%	69	48.3%	47	32.9%	9	6.3%
7	145	5	3.4%	46	31.7%	85	58.6%	9	6.2%
Total	439	31	7.1%	183	41.7%	206	46.9%	19	4.3%



Current Grade 5 Reading and Math

Year	Class of 30	Math	Math Norm	Difference		Reading	Reading Norm	Difference
18-19	Grade 1	176.2	170.18	6.02		175.08	165.85	9.23
19-20	Grade 2	183	184.07	-1.07		185.5	181.2	4.3
20-21	Grade 3	195.39	196.23	-0.84		199.59	193.9	5.69
21-22	Grade 4	206.56	206.05	0.51		204.82	202.5	2.32
22-23	Grade 5	211	214.7	-3.7		209.5	209.12	0.38

- This is a view of this cohort from 2018-today.
- As 1st grade students this group was very typical for Monomoy. Capable & successful
- The impact of COVID was substantial and the recovery has been slow.
- Our students are not “rebounding” as we expected them to do so during the post pandemic.
- The data for both Reading and Math indicate that the majority of students have gaps within their learning

Current Grade 6 Reading and Math

Grad	Class of 29	Math	Math Norm	Difference		Reading	Reading Norm	Difference
17-18	Grade 1	179.3	170.18	9.12		176.26	165.85	10.41
18-19	Grade 2	188.66	184.07	4.59		190.8	181.2	9.6
19-20	Grade 3	202.57	196.23	6.34		202.64	193.9	8.74
20-21	Grade 4	209.7	206.05	3.65		208.01	202.5	5.51
21-22	Grade 5	215.9	214.7	1.2		211.7	209.12	2.58
22-23	Grade 6	218	219.56	-1.56		213.1	213.81	-0.71

- The data indicates that most of our students are struggling in comparison to growth of other participating NWEA schools.
- Recognizing that there was a large concern within reading achievement, we changed our model to have an additional 45 minutes of reading instruction every other day beginning in the second semester. It is a course called “Community Heroes”.
- Our seminar (remediation) number of students within math has increased by 3.5 students per small group (4.5 to 8.0)

Current Grade 7 Reading and Math

Year	Class of 28	Math	Math Norm	Difference		Reading	Reading Norm	Difference
17-18	Grade 2	188.4	184.07	4.33		189.87	181.2	8.67
18-19	Grade 3	201.2	196.23	4.97		201.1	193.9	7.2
19-20	Grade 4	212.36	206.05	6.31		204.54	202.5	2.04
20-21	Grade 5	219.2	214.7	4.5		213.9	209.12	4.78
21-22	Grade 6	221.6	219.56	2.04		219.2	213.81	5.39
22-23	Grade 7	231.1	224.04	7.06		223.5	217.09	6.41

- Grade 7 seems to be the least impacted grade level due to the COVID closure and remote learning.
- The school design best fits this group.
- During the pandemic the group of students that was “in-person” received an additional 90 minutes of ELA, math, and science

Looking Beyond the Academic Results

Social and Emotional Well being continues to be a top priority.

- Counseling Referrals continue to be on the rise. This is the referrals from September thru January for the last 4 years.
 - 2019-2020: 822
 - 2020-2021: Data not captured
 - 2021-2022: 576
 - 2022-2023: 1584
- Explicit instruction of Social Emotional Wellbeing (45 minutes/ every other week)
 - Topics include:
 - Community and Citizenship, Organization, Well-being, Peer interactions

Student Attendance remains a high priority and even with the assistance of the District Attorney's Office the percentage of the students identified as chronically absent is over 20%.

A New Approach to a Growing Concern

As we address the most recent trends with grades 5 and 6, we must acknowledge that the data has shifted and supports what teachers have been saying anecdotally.

- How we support our students academically requires a shift of practices, and development around Differentiated Instruction within Tier I
- Our current model of seminar, was built with the idea that 20-25% of our students were struggling and now that number is between 40-50%.
- In the last 3 years, we have hired 22 unit A staff.
 - Teacher training for our new teachers is necessary to support
 - Vertical alignment
 - Coaching around differentiation

Regarding Comments from DESE on the Proposed Regional Agreement Changes

On Fri, Mar 17, 2023 at 4:24 PM, DESE emailed the Superintendent and the district's counsel, Marc Terry, their comments on changes DESE would like to see within the Regional Agreement updates. The Superintendent has raised concern that these comments go beyond the simple language clean-up intent of this iteration of Regional Agreement changes. The changes touch voting issues and assessment, both of which had been addressed in changes brought forward to last year's Town Meetings.

District Council will be inquiring with DESE if they would approve the side-by-side changes, as presented, or whether DESE's comments need to be incorporated "in full" for an approval. If the later is the case, the Superintendent would recommend tabling any changes to the Agreement indefinitely.

DESE's comments follow:

General comments:

- In some cases, terms could be abbreviated at the beginning of the agreement, and then abbreviated terms could be used later. (e.g., District, G.L.)
- In several places, language was listed in the previous agreement that might be clearer than that in the current document. (e.g., "member town" v. "town"; "preschool" v. pre-kindergarten"; required local contribution v. required **minimum** local contribution.)
- In other places, the previous version contained language that expanded upon the language in the current version. This is noted that in several places in the comments, along with some recommendations to consider restoring some of the changes. (e.g., "powers **and duties** of the school committee....")
- Some new suggestions are included in the comments.

Section I.B.

- As noted in 2021, language requiring that, "[f]or a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative" places impermissible limitations on voting requirements set forth in statute and regulations. (For example, the committee's vote on a capital stabilization fund, the initial preliminary budget, and line-item transfers requires a majority vote of the committee.) This should be revised so that there are no impermissible restrictions on the majority vote.

- As noted in 2021, since compliance with one person, one vote is a constitutional obligation, you might wish to include language that an amendment to ensure proportional representation on the school committee may be approved through a majority vote of the Committee, notwithstanding the 3/4 vote of the Committee required for amendments under Section XVI.

Section III.B.

- This language could be construed as conflicting with I.B (which should be revised). We should discuss both sections.

Section III. G.

- Please clarify who will determine whether an action “directly and specifically affects the elementary school(s) in only one member town.” Restrictions cannot be placed on the school committee’s legal authority and obligations relative to budget approval, development of curriculum, hiring practices, salaries, benefits, etc. Accordingly, we recommended previously that language be included to give the school committee the power to determine what vote may “directly and specifically affect” an elementary school.
- In addition, this provision is broadly written and may be construed to put additional restrictions on certain votes that are set forth in law or regulation, as noted above concerning Section I.B.

Section IV:

- IV.A seems to indicate that pre-kindergarten education will be provided, but IV.B and IV.C indicate that pre-kindergarten is discretionary. And language in IV.E indicates that preschool will be discretionary. In addition to the use of terms, could you please clarify whether pre-K is to be provided or discretionary?

Section V.

- As the title of this section is *Location and Ownership of Schools*, we recommend that you reference all schools operated by the district in this section, including the high school, and indicate whether the high school building is owned or leased.
- Please clarify what property is being referenced in Section V.G. In the previous version, “property” was changed to “schools.” Since the towns own some of the property, should the term “property” be changed to “schools” or some other term? Is this section intended to refer to leases (or sub-leases) that the district may enter into related to space in all school buildings/property? Does this refer only to

leasing of buildings/schools/property owned by the district? Or is some other lease arrangement envisioned (e.g., with a collaborative)?

- We generally recommend that the sections on leases contain language confirming that the school committee has *general charge and superintendence of leased school buildings*.

Section VII.

- VII. C.6: We realize Section VII was amended in 2022, but we still have concerns about the reference to the use of school choice revenue to offset the budget. It should not be implied that school choice funds must be part of the budget. Expenditure of school choice incoming revenues is a decision that is at the discretion of the school committee. A school committee may decide to apportion school choice revenues to each cost center to offset costs that might otherwise need to be included in the budget, but it is not required to do so. (The school committee should, however, provide information about choice revenues to member towns, but only for informational purposes.) As previously proposed, perhaps this paragraph could be rephrased: e.g., *Although not part of the school committee budget, the school committee shall [or may, if you wish to leave it discretionary] credit the use of school choice revenue proportionally based on the average ratio of enrollment at each school for the preceding three years on October 1st as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment...* (or similar language).

Section VIII.

- VIII.B.1: It should be clear in this section that operating costs for purposes of the district budget would not include funds deposited in revolving accounts (similar to the concern noted above regarding VII.C.6.)
- Please also clarify the sentence that references the “net costs” of certain programs, other than regular district programs. It is unclear how the “net costs” of certain programs fit into the operating assessment method. We should discuss.

Section IX.

- It is important to note that regardless of three separate cost center apportionments of the one district budget, the regional school committee has line-item authority under G.L. c. 71, § 34 (and may transfer funds between one cost center and another).
- IX.A.3.b: What is meant by the term “other District funds”? Grants and revolving funds should NOT be included in or apportioned to the budget. The school committee may have a policy to credit or use the funds equitably, but these types

of funds are not part of the budget (as we mentioned above relative to school choice revolving funds). In addition, how this language is related to other sections (VII.C.6 and VIII.B.1)? We should discuss.

- IX.D: In the previous version, “middle school” was removed from this section. Since the middle school is owned by the Town of Chatham, you might wish to clarify whether this language applies only to debt approved by the school committee (vs. changed the town might wish to make). (Section IX.B, which indicates that capital costs for the middle school will be apportioned between the towns, may have to be revised, depending on this section.) We should discuss further.
- IX.C: We had previously noted that the language could indicate that transportation costs will be apportioned net of state transportation reimbursement.

Sections XI (and XII.E):

- 603 CMR 41.03(2) (a), states that “*A new member may be admitted to, or an existing member withdraw from, a regional school district as of July 1 of any fiscal year, provided that all requisite approvals for such admission or withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.*” The previous agreement, stated, in Section XI that “*New member towns may be admitted as of July 1st of any fiscal year, provided all requisite approvals for such admission, including the Commissioner’s approval, shall be obtained no later than the preceding December 31.*” We recommend including that language in this section.
- While less important, as Section XII (Withdrawal) contains a requirement that all approvals occur no less than one year prior to an effective date, Section XII.E could also include the language above.

Section XII

- In XII.C, a Long-Range Educational plan would be required for both member towns if one town were to withdraw from this two-town district.
- In XII.D, you might wish to specifically address Other Post-Employment Benefits (OPEB), as one of the possible costs that will accrue to the district/member towns (as well as any other related costs).

Note: A summary of and key to the proposed changes can be found at the end of this document

**Current Monomoy Regional Agreement
As Voted by Annual Town Meetings 2022
in Both Chatham and Harwich**

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND
HARWICH WITH RESPECT TO THE FORMATION OF A
REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as “member towns”, **desire to create** a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

**Section I. MEMBERSHIP OF THE REGIONAL DISTRICT
SCHOOL COMMITTEE**

- A. **Name and Composition.** During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below. The Regional District School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.
- B. **Weighted Voting.** Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all

**Proposed Changes to the Monomoy Regional Agreement
to Update and Remove Obsolete Language
To be Voted at 2023 Annual Town Meetings**

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND
HARWICH WITH RESPECT TO THE **MONOMOY** REGIONAL
SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as “member towns”, **have created** a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I. MEMBERSHIP OF THE **MONOMOY REGIONAL
DISTRICT-SCHOOL COMMITTEE**

- A. **Name and Composition.** ~~During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below.~~ The District shall be named Monomoy Regional School District by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below. The **Monomoy** Regional District School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.
- B. **Weighted Voting.** Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4)

matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

- C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

- C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, ~~except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied,~~ there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the

D. Length of Terms. With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms), the term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.

E. Initial Staggering of Terms. For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

a. In regard to each of the member towns, the two (2) candidates receiving the highest and second-highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.

F. Vacancies. Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Board of Selectmen and the remaining Regional District School Committee members from the town where the vacancy occurs. The members of the Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

membership of the Committee in accordance with subsection A (Name and Composition) above.

D. Length of Terms. ~~With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms),~~ The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.

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E. Vacancies. Any vacancy occurring on the Monomoy Regional District School Committee for any cause shall be filled by the local Select Board and the remaining Monomoy Regional District School Committee members from the town where the vacancy occurs. The members of the Select Board shall meet in joint session with the remaining members of the Monomoy Regional School District Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

G. Organization. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as “Regional School Committee, Organization”. In addition, the Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings. During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee and the Harwich School Committee.

Section III. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six

F. Organization. At the first scheduled meeting of the Monomoy Regional District School Committee after the annual election of all member towns, the Monomoy Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as “Regional School Committee, Organization”. In addition, the Monomoy Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate subcommittees and other officers.

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- B. On all issues requiring a vote of the Monomoy Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of

(6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute and/or regulation. C. The Regional District School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A. D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional District School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years. By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Regional District School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson. E. The Regional District School Committee shall elect a Secretary who may or may not be a member of the Regional District School Committee's membership.	the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute and/or regulation. C. The Monomoy Regional ~~District~~ School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A. D. A Chairperson and a Vice-Chairperson shall be elected from among the Monomoy Regional ~~District~~ School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. ~~For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years.~~ By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Monomoy Regional ~~District~~ School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson. E. The Monomoy Regional ~~District~~ School Committee shall elect a Secretary who may or may not be a member of the Monomoy Regional ~~District~~ School Committee's membership.
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F. The Regional **District** School Committee shall appoint a Treasurer who shall not be a member of the Regional **District** School Committee.

G. Any action voted by the Regional **District** School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional **District** School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS

A. The Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School **District** Committee, as established consistent with Section I (Membership of the Regional **School District** School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L. Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.

B. The Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

F. The **Monomoy** Regional ~~District~~ School Committee shall appoint a Treasurer who shall not be a member of the **Monomoy** Regional ~~District~~ School Committee.

G. Any action voted by the **Monomoy** Regional ~~District~~ School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the **Monomoy** Regional ~~District~~ School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

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C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term “preschool” is mentioned in this Agreement, it is done in order to permit the Regional District School Committee, at some future date, the discretion to provide “universal” preschool classes.

F. The Committee may in its discretion alter the elementary/secondary grade configuration spoken to above.

G. At the time of the creation of the District, any and all money held in so-called “revolving funds,” in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

A. All Regional District schools shall be located within the geographical limits of the District. The Regional District school buildings shall be located on sites owned by, or leased to, the District.

B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

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Section V. LOCATION AND OWNERSHIP OF SCHOOLS

A. All Monomoy Regional School District schools shall be located within the geographical limits of the District. The Monomoy Regional School District school buildings shall be located on sites owned by, or leased to, the District.

B. ~~It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.~~

- C. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.
- D. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the District School Committee. The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.
- E. The Town of Chatham shall lease to the Regional District School Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/ High School. The terms expressed in paragraph V, D shall apply equally to this paragraph.

- B. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Monomoy Regional District School Committee.
- C. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the Monomoy Regional District School Committee. The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence. The leases shall contain provisions for an extension of up to 20 years at the option of the Monomoy Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Monomoy Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Select Board of that member town and by the Monomoy Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.
- D. The Town of Chatham shall lease to the Monomoy Regional District School Committee the land and buildings (at the option of the Committee) presently known as Chatham Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/ High Monomoy Regional Middle School. The terms expressed in paragraph V, DC shall apply equally to this paragraph.

F. The Town of Harwich, shall lease to the Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School. The terms expressed in paragraph V,D shall apply equally to this paragraph.

G. The leases of all of the above-referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.

H. At whatever point in time that land and/or buildings that are leased by a member town to the Regional District School Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

I. Payments from future leases of Regional property shall be paid to the Regional School District.

Section VI. TRANSPORTATION

The Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

Section VII. BUDGET

E. The Town of Harwich, shall lease to the Monomoy Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as Harwich Elementary School, as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School. The terms expressed in paragraph V,DC shall apply equally to this paragraph.

~~F. The leases of all of the above-referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.~~

F. At whatever point in time that land and/or buildings that are leased by a member town to the Monomoy Regional District School Committee ceases to be needed by the District, the Monomoy Regional District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

G. Payments from future leases of Regional property shall be paid to the Monomoy Regional School District.

Section VI. TRANSPORTATION

The Monomoy Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Monomoy Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

Section VII. BUDGET

- A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.
- B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.
- C. The Regional **District** School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the **Selectman** and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Regional **District** School Committee shall complete its proposed budget for the ensuing year. The Regional **District** School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, two of which shall be from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote with at least one member from each member town voting in the affirmative. Said proposed budget is subject to the approval by majority vote of the Regional **District** School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the **Selectmen** and Finance Committee members of each member town.

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- B. The **Monomoy** Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.
- C. The **Monomoy** Regional ~~District~~ School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
1. The **Monomoy** Regional **School** District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the **Select Board** and Finance Committee of each member town to have input into its preparation. On or about January 15th, the **Monomoy** Regional ~~District~~ School Committee shall complete its proposed budget for the ensuing year. The **Monomoy** Regional ~~District~~ School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, two of which shall be from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote with at least one member from each member town voting in the affirmative. Said proposed budget is subject to the approval by majority vote of the **Monomoy** Regional ~~District~~ School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the **Select Board** and Finance Committee members of each member town.

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.
3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify to the Treasurer of each member town that town's assessed share of such budget.
4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Select Board of any member town, the Monomoy Regional District School Committee shall arrange to meet with such Finance Committee and/or Select Board for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Select Board of a member town may request further information.
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4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall

also list all sources of revenue used to reduce operating costs as described in Section IX.

5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended.
6. The budget will be prepared net of School Choice revenue. School Choice revenue will be allocated to reduce each school's portion of the budget. The amount of school choice revenue to be allocated to each school's portion of the budget will be calculated as follows:
 - a. Using enrollment data reported to DESE on October 1st, the school's percentage share of the total number of students attending the district will be calculated for each of the previous three years.
 - b. The average of these three percentages will be calculated.
 - c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member

also list all sources of revenue used to reduce operating costs as described in Section IX.

5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended.
6. The budget will be prepared net of School Choice revenue. School Choice revenue will be allocated to reduce each school's portion of the budget. The amount of school choice revenue to be allocated to each school's portion of the budget will be calculated as follows:
 - a. Using enrollment data reported to DESE on October 1st, the school's percentage share of the total number of students attending the district will be calculated for each of the previous three years.
 - b. The average of these three percentages will be calculated.
 - c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member

towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Regional ~~District~~ School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular District school program in any of the grades K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes and as defined below in Section IX.B.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.

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2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes and as defined below in Section IX.B.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.

4. “Debt service” includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation note.

Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT

A. **Operating Costs.** The District shall apportion operating costs via the following process:

1. Each member town will be assigned the minimum required local contribution to the District as determined by DESE.
2. Each member town’s share of that portion of the District’s operating costs that exceeds the total required local contribution for all member towns is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts based on the following cost centers: the Chatham Elementary School cost center, the Harwich Elementary School cost center, and a combination of the Middle School, the High School, and the District cost centers. This final part of the budget will be known collectively as the “Regional” Cost Center. Each part of the budget will be considered net of general fund revenue and state aid apportioned by the district per Section IX, A. 3. Apportionment of Funds/Revenue.
 - b. The District's Foundation Enrollment as published by DESE will be segmented by member town and grade group (PreK-4 and 5-12).

4. “Debt service” includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation note.

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 - a. The District budget will be separated into three parts based on the following cost centers: the Chatham Elementary School cost center, the Harwich Elementary School cost center, and a combination of the Middle School, the High School, and the District cost centers. This final part of the budget will be known collectively as the “Regional” Cost Center. Each part of the budget will be considered net of general fund revenue and state aid apportioned by the district per Section IX, A. 3. Apportionment of Funds/Revenue.
 - b. The District's Foundation Enrollment as published by DESE will be segmented by member town and grade group (PreK-4 and 5-12).

c. An above minimum required local contribution for each cost center will be calculated by subtracting the cost center's portion of the minimum required local contribution from the cost center's part of the budget as presented in (a.) above. Each cost center's portion of the minimum local required contribution will be calculated as follows:

- i. Each elementary school cost center's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the percentage of that member town's foundation enrollment that is in grades PreK to four.
- ii. The Regional cost center's portion of the member town's minimum required local contribution will be determined as follows:
 - Each member town's minimum required local contribution will be multiplied by the percentage of that town's total foundation enrollment that is in grades five through twelve (including special education beyond grade twelve).
 - The sum of these figures for each member town will be the regional cost center's portion of the minimum local contribution.

d. The above minimum required local contribution for each cost center will be apportioned as follows:

c. An above minimum required local contribution for each cost center will be calculated by subtracting the cost center's portion of the minimum required local contribution from the cost center's part of the budget as presented in (a.) above. Each cost center's portion of the minimum local required contribution will be calculated as follows:

- i. Each elementary school cost center's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the percentage of that member town's foundation enrollment that is in grades PreK to four.
- ii. The Regional cost center's portion of the member town's minimum required local contribution will be determined as follows:
 - Each member town's minimum required local contribution will be multiplied by the percentage of that town's total foundation enrollment that is in grades five through twelve (including special education beyond grade twelve).
 - The sum of these figures for each member town will be the regional cost center's portion of the minimum local contribution.

d. The above minimum required local contribution for each cost center will be apportioned as follows:

i. Each member town will be apportioned 100% of its local elementary school cost center's part of the District budget above minimum required local contribution.

ii. Each member town will be apportioned a share of the Regional costs center's part of the budget above minimum local contribution as follows:

- Using foundation enrollment data, the percentage of the total number of students in grades five through twelve (including special education beyond grade twelve) that reside in that member town will be calculated for each of the previous three years.
- The average of these three percentages will be calculated. The three year average for each member town will be multiplied by the Regional costs center's part of the budget above minimum local contribution to determine that member town's share.

e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

3. Apportionment of Funds/Revenue

i. Each member town will be apportioned 100% of its local elementary school cost center's part of the District budget above minimum required local contribution.

ii. Each member town will be apportioned a share of the Regional costs center's part of the budget above minimum local contribution as follows:

- Using foundation enrollment data, the percentage of the total number of students in grades five through twelve (including special education beyond grade twelve) that reside in that member town will be calculated for each of the previous three years.
- The average of these three percentages will be calculated. The three year average for each member town will be multiplied by the Regional costs center's part of the budget above minimum local contribution to determine that member town's share.

e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

3. Apportionment of Funds/Revenue

a. General fund revenues and state aid (excluding Regional Transportation Aid) will be applied to each cost center's part of the budget as follows:

i. The portion of the revenue to be applied to each elementary school cost center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades PreK to ~~Grade~~ four in each member town will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated for each member town.
- That average percentage for each member town will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to that member town's elementary school cost center's share of the budget.

ii. The portion of the revenue to be applied to the regional costs center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades five

a. General fund revenues and state aid (excluding Regional Transportation Aid) will be applied to each cost center's part of the budget as follows:

i. The portion of the revenue to be applied to each elementary school cost center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades PreK to ~~Grade~~ four in each member town will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated for each member town.
- That average percentage for each member town will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to that member town's elementary school cost center's share of the budget.

ii. The portion of the revenue to be applied to the regional costs center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades five

through twelve (including special education beyond grade twelve) will be calculated for each of the previous three years.

- The average percentage for these three years will be calculated.
- That average percentage will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to the regional costs center's share of the budget

- b. All grant and all other District funds shall be apportioned to cost centers by the Committee at the Committee's discretion.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital

through twelve (including special education beyond grade twelve) will be calculated for each of the previous three years.

- The average percentage for these three years will be calculated.
- That average percentage will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to the regional costs center's share of the budget

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costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the three-year rolling average of each member town's total foundation enrollment as follows:

- Using foundation enrollment data, each member town's percentage share of the total foundation enrollment for the district will be calculated for the previous three years.
- The average percentage for these three years will be calculated.
- That average percentage for each member town will be multiplied by the total capital costs attributable to the middle and high schools to determine the amount to be assessed to each member town.

2. Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each member town who attend the District's schools based on the average of the most recent three years' enrollment figures as reported, **currently on October 1**, to DESE.

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- Using foundation enrollment data, each member town's percentage share of the total foundation enrollment for the district will be calculated for the previous three years.
- The average percentage for these three years will be calculated.
- That average percentage for each member town will be multiplied by the total capital costs attributable to the middle and high schools to determine the amount to be assessed to each member town.

2. Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each member town who attend the District's schools based on the average of the most recent three years' enrollment figures as reported, **currently on October 1**, to DESE.

D. Debt Service. Notwithstanding the terms of subsection B above, debt service costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, A, 3a ii, above.
2. All other debt service costs attributable to the elementary school school buildings will be assessed to the member town that owns the building

E. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the District in equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June

Harwich: July, September, November, January, March, May, June.

Section X. STABILIZATION FUND.

The Regional District School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

D. Debt Service. Notwithstanding the terms of subsection B above, debt service costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in **Section IX, B, 1,** above.
2. All other debt service costs attributable to the elementary school ~~school~~ buildings will be assessed to the member town that owns the building

E. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the District in equal installments by the first business day of the month as set forth below:

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Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

Section XII. WITHDRAWAL OF MEMBER TOWNS

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

- A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.
- B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the **Monomoy** Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

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- B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

- C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter “the Commissioner”) and to the District a “Long Range Education Plan” consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town’s share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.
- E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member

- C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter “the Commissioner”) and to the District a “Long Range Education Plan” consistent with 603 CMR 41.02(2). The Long Range **Education** Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town’s share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.
- E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member

towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

- F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this agreement as defined in Section XVIII (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Regional District Committee or by the Selectman and/or the Finance Committee of any member town.

Section XIV. TEACHERS

In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.

Section XV. INCURRING OF DEBT

towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

- ~~F. In no event shall such withdrawal take place prior to ten (10) years from the effective date when the district began its full jurisdiction as defined in Section XVIII (Effective Date and Jurisdiction).~~

Section XIII. ANNUAL REPORT

The Monomoy Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Monomoy Regional District School Committee or by the Select Board and/or the Finance Committee of any member town.

Section XIV. TEACHERS

Teachers employed by Monomoy Regional School District will be afforded all rights in accordance with G.L. chapter 71, section 42B.

Section XV. INCURRING OF DEBT

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16(n). At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee may, by a **two-thirds** vote, choose to incur debt using the process that appears in subsection (d) of chapter 71, section 16.

Section XVI. REVIEW OF AGREEMENT

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section XVII (Amendments).

Section XVII. AMENDMENTS

- A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.
- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the

The Monomoy Regional District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16(n). At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Monomoy Regional District School Committee may, by a **two-thirds** vote, choose to incur debt using the process that appears in subsection (d) of chapter 71, section 16.

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- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the

District then outstanding, or the rights of the District to procure the means for payments thereof.

Section XVIII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Regional District School Committee will commence on July 1, 2012 at the conclusion of the transition period established in Section XX.

Section XIX. SEVERABILITY OF SECTIONS

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

Section XX. TRANSITION PERIOD

As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter "this section"). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the "IRSC") will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until midnight on June 30,

District then outstanding, or the rights of the District to procure the means for payments thereof.

Section XVIII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Monomoy Regional District School Committee will commence on July 1, 2012 at the conclusion of the transition period established in Section XX.

Section XIX. SEVERABILITY OF SECTIONS

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2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.

A. Composition of the Interim Regional School Committee. As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.

B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.

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C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.

D. Powers of the IRSC and the Regional School Committee During the Transition Period. During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district.
3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.
4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.

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5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets. 6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District. 7. The power to appoint a regional School Building Committee. 8. The power to develop and adopt a strategic plan for the Regional School District. 9. The power to appoint subcommittees. E. <u>Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period.</u> During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period: 1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. 2. Program offerings will remain substantially the same.	~~5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.~~ ~~6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.~~ ~~7. The power to appoint a regional School Building Committee.~~ ~~8. The power to develop and adopt a strategic plan for the Regional School District.~~ ~~9. The power to appoint subcommittees.~~ ~~E. <u>Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period.</u> During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:~~ ~~1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.~~ ~~2. Program offerings will remain substantially the same.~~
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3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. 4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period. 5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation. F. <u>Termination of IRSC.</u> The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.	~~3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.~~ ~~4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.~~ ~~5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation.~~ ~~F. <u>Termination of IRSC.</u> The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.~~
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Dated this 25th day of May 2022.

Dated this ____ day of _____ 2023.

Department of Elementary and Secondary Education Commissioner

Jeffrey C. Riley, Commissioner

Chatham Select Board

Harwich Board of Selectmen

Chatham Select Board

Harwich Select Board

Peter Cocolis, Chair

Michael D. MacAskill, Chair

Jeffrey S. Dykens, Chair

Michael D. MacAskill, Chair

Shareen Davis, Vice-Chair

Julie Kavanagh, Vice-Chair

Cory J. Metters, Vice-Chair

Mary E. Anderson, Vice-Chair

Cory Metters, Clerk

Mary E. Anderson, Clerk

Michael Schell, Clerk

Donald F. Howell, Clerk

Dean Nicastro, Member

Larry G. Ballantine, Member

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Jeffrey S. Dykens, Member

Donald F. Howell, Member

Shareen Davis, Member

Julie Kavanagh, Member

Monomoy Regional School Committee		Monomoy Regional School Committee	
Meredith Henderson (H), Chair	Jackie Zibrat-Long (C), Vice-Chair	Jackie Zibrat-Long (C), Chair	Meredith Henderson (H), Vice-Chair
Tina Games (H), Member	Nancy Scott (C), Member	Tina Games (H), Member	Betty Gray (C), Member
Terry Russell (H), Member	Danielle Tolley (C), Member	Terry Russell (H), Member	Jessica Rogers (C), Member
Sharon Stout (H), Member	Jessica Rogers (C), Member	Sharon Stout (H), Member	Joanne Scotti Finnegan (C), Member

Summary of and Key to Proposed Changes

Within this document, areas changed within the current Monomoy Regional Agreement (as voted at Annual Town Meetings in 2022) are highlighted within the current Regional Agreement with the color orange. The proposed changes appear as either text that has been noted with a strikethrough or with a yellow color if new text has been added or existing text changed. The vast majority of the changes reflect using yellow highlights for updating the nomenclature to fit that used in 2023 or striking through obsolete language, usually specifying how regionalization would occur. For example, the word Monomoy does not exist in the Regional Agreement, simply because the Regional Agreement describes how Harwich and Chatham would come together to form a new regional district, but that district had back then not been formally created and named. There are also whole sections of the current Regional Agreement with a strikethrough because the language is no longer needed and obsolete, like a removal of the entire Section XX on the Transition Period from Harwich Public and Chatham Public Schools to the new regional district.

The vast majority of changes are simple wording updates. Often the document refers to the Monomoy Regional School Committee as the Regional District School Committee. In these cases, Monomoy would be added and highlighted in yellow and strikethrough on the word District – ~~District~~ **Monomoy** Regional ~~District~~ School Committee. Similarly, our Boards of Selectmen in both towns are now called Select Boards – here ~~Selectmen~~ or **Boards of Selectmen** would be highlighted in orange in the current Regional Agreement and the text changed in the proposed change document to **Select Board** and highlighted in yellow.

There is one recommended change for the sake of clarity in Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT, which should have no fiscal impact on the towns. On page 20 of this side-by-side document, in the current Regional Agreement Section IX. D. 1. under Debt Service the text states “Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, A, 3a ii.” This is the right calculation, but wrong reference.

The reference and Section IX, A, 3a ii have been highlighted in green because although the referenced section does describe the correct calculation it is based on a subset (grades 5 through 12) of the foundation enrollment and not the total foundation enrollment. The understanding passed at annual Town Meetings for the original Regional Agreement was that Debt Service and Capital Costs for the high school and the middle school would be handled in a similar manner, based on three year rolling averages of each town's foundation enrollment. Referencing Section IX, A, 3a ii is inconsistent with the rest of the Debt Service clause and – the correct reference for Debt Service should be Section IX, B, 1. **Section IX, B, 1. has been highlighted in red** and specifies how Capital Costs are assessed. Debt Service should be handled similarly; therefore **Section IX, D, 1. has also been highlighted in red.** **Section IX, A, 3a ii** refers to how revenues would be applied for each cost center with the new assessment methodology (with each town funding its own elementary school) and has nothing to do with Debt Service or Capital Costs – for clarity it is highlighted in green but should not be

linked to the Debt Service calculation. Under these proposed changes to the Regional Agreement, the towns continue to pay for their own elementary schools, including capital and debt costs at the town's elementary schools; whereas, costs for the fully regionalized middle school and high school are split based, as specified, based on a three year rolling average of foundation enrollment.

DRAFT

Proposed Changes to Monomoy Schools Regional Agreement 2023 – The “One-Pager”

Why make changes?

1. To remove old language used prior to the creation and naming of Monomoy Regional School District

The most significant change is that whole sections of the current Regional Agreement are recommended for removal because the language is no longer needed, such as details on the transition period to the new regional district.

The word *Monomoy* does not exist in the original Regional Agreement, because the document describes how Harwich and Chatham would form a new regional district that had not yet been officially created and named.

- Regional District School Committee will be changed to Monomoy Regional School Committee in over 40 locations
- Board of Selectmen will be changed to Select Board in 10 locations
- Wherever Regional District or Regional School District appears (without reference to the School Committee), it is changed to Monomoy Regional School District
- The Elementary School in the Town of Chatham is now changed to Chatham Elementary School
- The Elementary School in the Town of Harwich is now changed to Harwich Elementary School
- The “combined Middle School/High School” in the Town of Chatham is now described as Monomoy Regional Middel School

2. To clarify a reference point for assessing costs

There is one recommended change for the sake of clarity in Section IX. In the current Regional Agreement Section IX. D. 1. under Debt Service the text states “Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, A, 3a ii.” - this is the right calculation, but the wrong reference.

- The reference will be corrected from Section IX, A, 3a ii to Section IX, B, 1

*This change has no fiscal impact on the towns

Artificial Intelligence (AI)

ChatGPT, DALL-E, & Others:
Their Implications for Schools

Jim Birchfield and Marc J. Smith

School Committee Presentation ~ March 9th, 2023



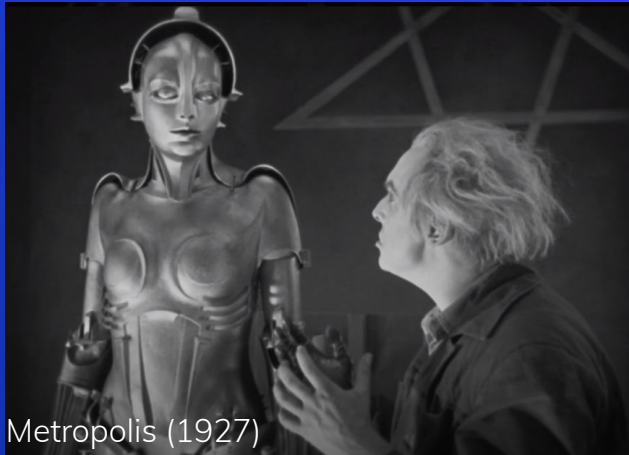
What is AI?

Artificial intelligence (AI) refers to the ability of a computer or machine to perform tasks that would normally require human intelligence, such as learning, problem-solving, decision-making, and more.

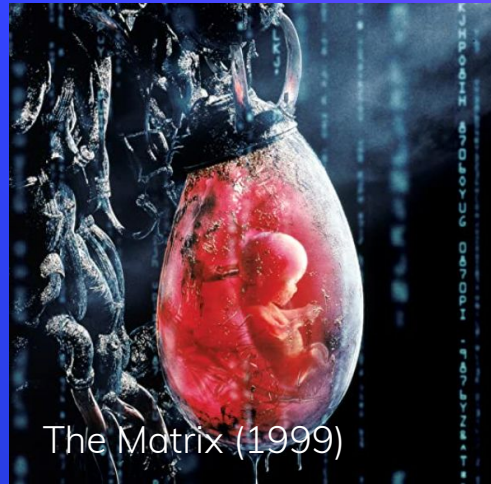
AI has the potential to revolutionize many industries and transform the way we live and work, but it also raises important ethical and social questions.

What is AI?

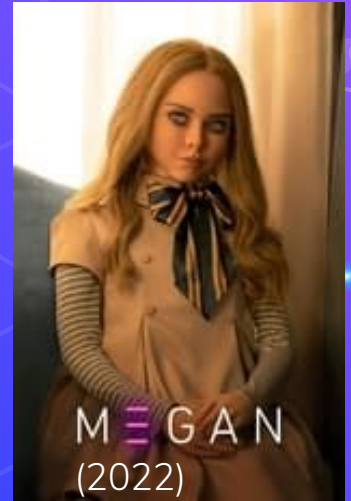
Good or Bad?



Metropolis (1927)



The Matrix (1999)



M3GAN
(2022)



A.I. Artificial Intelligence (2001)

We've had a long-standing fascination

AI Today

Chatbots



Welcome to ChatGPT

From a NY Times Technology reporter (Chatbots are evil)



Kevin Roose ✓

@kevinroose

The other night, I had a disturbing, two-hour conversation with Bing's new AI chatbot.

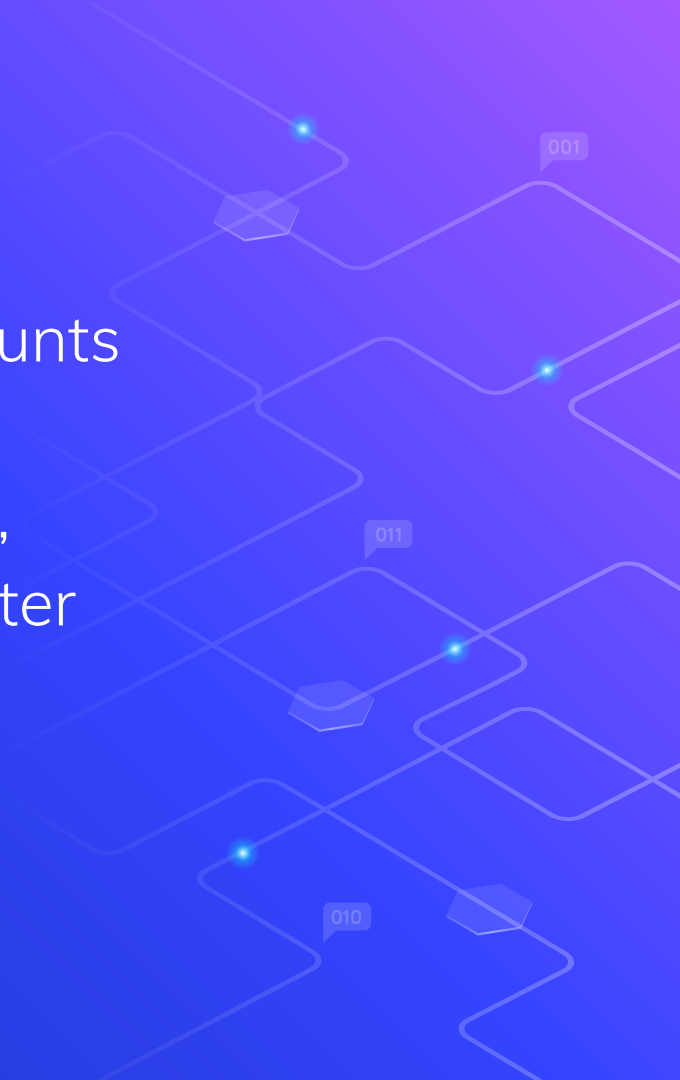
The AI told me its real name (Sydney), detailed dark and violent fantasies, and tried to break up my marriage. Genuinely one of the strangest experiences of my life.

A response from another technology reporter, Mike Solana (Chatbots are benign)

Syndey isn't a person. Sydney is a friendly-seeming search engine. Sometimes, Sydney is a scary-seeming AI prompted to say scary things. But, above all, Sydney is a mirror. It is a mirror of its programmers' belief system, it is a mirror of the person it's chatting with, and it is a mirror of the rest of us online — our thinking distilled as articles, and posts on social media, which it reads, summarizes, and spins into content.

What are Some Things AI can Do Today?

- ⬡ Read and Synthesize massive amounts of text
- ⬡ Write essays, letters, songs, poems, music lyrics, music notation, computer code...
- ⬡ Create art
- ⬡ Drive cars



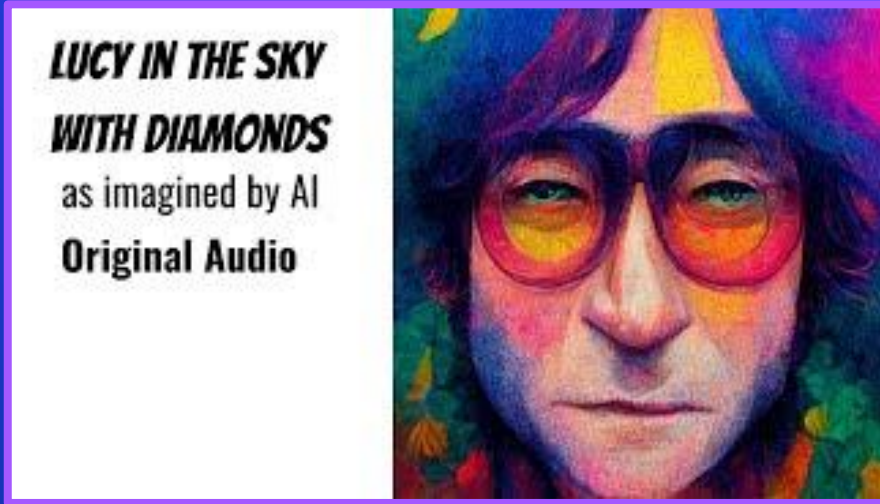
What are Some Things AI can Do Today?



DALL-E created



What are Some Things AI can Do Today?

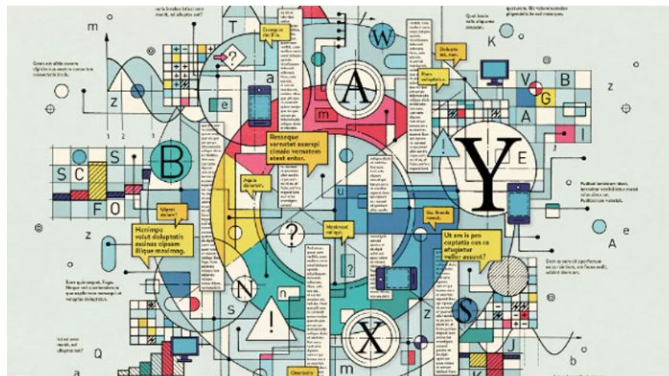


Give it a few different prompts or run it again and get a completely different set of art work!

Where is AI Heading Next?

ChatGPT-4, the Fined Tuned Version of ChatGPT-3, Might Prompt a Major Shift

By IBL News - January 2, 2023



IBL News | New York

The expectation is mounting up around OpenAI's ChatGPT-4, which is scheduled for 2023, although there is no official confirmation on either the launch or beta testing of it.

Change is accelerating →

The next version is due out in 6-8 months. It is slated to have at least 5,714 times the capacity of the current version.

What happens once paired with other technologies like voice activated software, face recognition software, mobile technology?

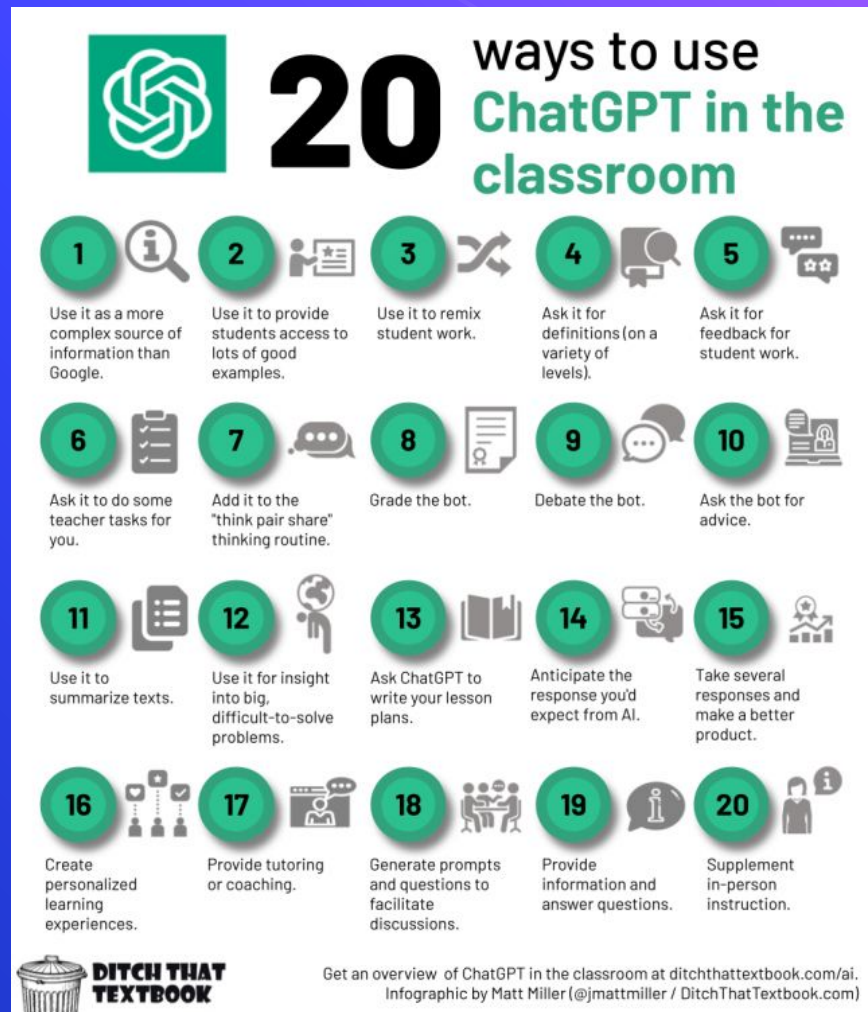
- 88% of US has smartphone
- 85% of world population has a smartphone

Considerations for Schools

- ⬡ What is academic integrity in the age of ChatGPT?
- ⬡ What skills will be needed in the next 5 years to be successful in employment?
- ⬡ What will we need to teach in schools when machines can read and write for us?
- ⬡ What barriers might this technology remove and what does that mean for our students?

Can we use AI in the classroom as a tool for teaching and learning?

YES



Personalized Learning and Equity

The promise of AI is in helping educators and leaders tailor instruction to the individual, providing students with in-the-moment feedback, extra support, and, ultimately, ensuring that all students — regardless of need or ability — feel seen and heard.

Google Future of Education Trends Report 2022

Questions



Monomoy Regional school District
ADMINISTRATION OF NALOXONE (NARCAN) - DRAFT

Policy

- A. In order to recognize and respond to potential life threatening opioid overdose as part of the Massachusetts Department of Public Health (MDPH) opioid overdose prevention program, the Monomoy Regional School District will maintain a system-wide plan for addressing potentially life-threatening opioid overdose reaction.
- B. Additionally:
 - a. This plan will be supplemented by any building-based medical emergency response plan.
 - b. The Nurse Leader will have the responsibility for the development and management of the intranasal Naloxone administration program in the school setting in accordance with MDPH protocols.
 - c. The School Physician will provide oversight to monitor the program and creation of the standing order for the district, to be renewed annually.
 - d. Training per MDPH protocols will be provided for all school nurse responders.
- C. It is the policy of the Monomoy Regional School District that all schools shall provide and maintain on-site in each school facility, Naloxone. To treat a case of suspected opioid overdose in a school setting, any school nurse may administer Naloxone during an emergency, to any student, staff or visitor suspected of having an opioid-related drug overdose, whether or not there is a previous history of opioid abuse.
 - a. Naloxone is the only Schedule IV controlled substance in Massachusetts that can be prescribed to someone other than the ultimate user. The Massachusetts Controlled Substances Act, M.G.L.c.94C,§19(b), authorizes naloxone to be prescribed or dispensed to a person for use on someone else. It is the policy of the Monomoy Regional School District that all schools shall provide and maintain naloxone on-site in each school facility. To treat a case of suspected opioid overdose in a school setting, any school nurse may administer naloxone during an emergency to any student, staff, or visitor suspected of having an opioid-related drug overdose, whether or not there is a previous history of opioid abuse, per 105 CMR 210.000,THE ADMINISTRATION OF PRESCRIPTION MEDICATIONS IN PUBLIC AND PRIVATE SCHOOLS.
 - b. Because naloxone is treated differently than any other prescription medication, and because any person can possess and administer naloxone, pursuant to the standing order, it is the policy of the Massachusetts Department of Public Health School Health Unit that individual possession and use of naloxone is not covered by 105 CMR 210.000. This means that pursuant to M.G.L. c.94c,§19(g) any staff member of the Monomoy Regional School District who, in good faith, attempts to render emergency care by administering naloxone to a person reasonably believed to be experiencing an opiate related overdose, shall not be liable from the attempt to render emergency care and may carry and administer naloxone on school property and school events, as

permitted within M.G.L. c. 94C, §§ 19(d) and 34A9e). This immunity does not apply to acts or omissions constituting gross negligence.

D. Background

- a. Recognizing that fatal and non-fatal overdoses from opioids play an increasing role in the mortality and morbidity of Massachusetts residents, the Massachusetts Department of Public Health launched the Overdose Education and Naloxone Distribution (OEND) prevention program using intranasal Naloxone in an attempt to reverse this trend.
- b. Naloxone is an opioid antagonist which means it displaces the opioid from receptors in the brain. An overdose occurs because the opioid is on the same receptor site in the brain that is responsible for breathing.
- c. Rapid administration of Naloxone may be life-saving in patients with an overdose due to opioids.
- d. Naloxone usually acts dramatically, allowing slowed or absent breathing to resume.
- e. It is both safe and effective and has no potential for abuse. Naloxone has been used by paramedics in ambulances and by emergency room clinicians for decades.

E. Signs and Symptoms of Opioid Overdose:

- a. School nurses may administer Naloxone to a patient (student, staff member or visitor) in the event of respiratory depression, unresponsiveness or respiratory arrest, when an opioid overdose is suspected.

F. The following are signs of an opioid overdose:

- a. Blue skin tinge-usually lips and fingertips show first
- b. Body is very limp
- c. Face is very pale
- d. Pulse is slow, erratic or not present
- e. Vomiting
- f. Choking sounds, gurgling, snoring/gasping noise
- g. Breathing is very slow, irregular or has stopped
- h. Unresponsive

G. Procedure

1. **Activate EMS** via Medical Emergency Response Plan. 911 must be called in all potential overdose situations.
2. **Assessment: ABC's: Airway, Breathing, Circulation.** When a patient is suspected of an opioid overdose, the nurse will conduct an initial assessment of the level of consciousness and respiratory status.
 - a. For individuals with no pulse: initiate CPR per BLS guidelines.
 - b. For individuals with a pulse but who are not breathing: establish an airway and perform rescue breathing using a face mask or shield.
 - c. Check for: foreign body in airway, level of consciousness, or unresponsiveness, very low respiratory rate or not breathing, no response to sternal rub, respiratory status, gasping for air while asleep or odd snoring pattern, pale or bluish skin, slow heart rate, low blood

pressure. Pinpoint pupils and track marks may be present, although absence of these findings does not exclude opioid overdose.

- d. For individuals who have a pulse and are breathing: assess if there is depression of the respiratory status as evidenced by:
 - i. a very low respiration rate
 - ii. interpretation of pulse oximetry measurement, if immediately available
3. Assess for decrease in level of consciousness as evidenced by:
 - a. difficult to arouse (responds to physical stimuli but does not communicate or follow commands, may move spontaneously) or
 - b. unable to arouse (minimal or no response to noxious stimuli, does not communicate or follow commands).
4. Nurse determines need for Naloxone administration
5. **Administration: Intranasal administration of Naloxone**
 - a. Assess person for contraindications or precaution, per available information.
 - b. How to use Naloxone Nasal Spray:
 - i. Follow manufacturer instructions for proper administration.
 - ii. Step 1. Lay the person on their back to receive a dose of Naloxone Nasal Spray.
 - iii. Step 2. Remove Naloxone Nasal Spray from the box. Peel back the tab with the circle to open the Naloxone Nasal Spray.
 - iv. Step 3. Hold the Naloxone Nasal Spray with your thumb on the bottom of the red plunger and your first and middle fingers on either side of the Nozzle.
 - v. Step 4. Tilt the person's head back and provide support under the neck with your hand. Gently insert the tip of the nozzle into one nostril until your fingers on either side of the nozzle are against the bottom of the person's nose.
 - vi. Step 5. Press the red plunger firmly to give the dose of Naloxone Nasal Spray.
 - vii. Step 6. Remove the Naloxone Nasal Spray from the nostril after giving the dose.
 - viii. If the person does not respond in 3 mins, repeat the steps and give the second dose of Naloxone Nasal Spray in a box.
 - ix. Monitor and stay with victim until EMS arrives
 - x. Place the victim in the recovery position; lay the person on their side, his or her body is supported by a bent knee and face turned to the side.

6. **Additional Considerations:** Naloxone blocks the opioid from acting so it can cause withdrawal symptoms with opioid tolerance.

- a. The victim may be angry or combative when he or she wakes up, therefore, it is important to stand back from the victim and, if possible, have a second adult present.

- b. Potential adverse effects include nausea, diarrhea, abdominal cramping, irritability, restlessness, muscle or bone pain, tearing or nose running, and craving of an opioid.
- c. Naloxone wears off in thirty (30) to ninety (90) minutes.

7. **Transport** to the nearest hospital via EMS. Students who receive a dose of Naloxone must be sent to the emergency room for follow-up.

8. **Follow-up:** If the administration of Naloxone was to a student, the school nurse will notify the Director of Student Support Services, the building administration and guidance. Student services will provide substance abuse prevention resources to the student and family, as appropriate.

9. **Documentation:** Record encounter in student/staff school health record and on an incident report. The recording should list the dose, route of administration, and time of delivery. It should include the patient presentation and response to Naloxone.

10. **Training:** The School Nurse Leader will provide annual education and training for school nurses by approved MDPH organizations.

9. **Procurement:** The superintendent, principal, School Nurse Leader or designee will be responsible for the procurement of Naloxone and will distribute Naloxone kits to each school/school nurse.

10. **Storage:** Naloxone should be stored in a secure, but unlocked, location, at room temperature and away from direct sunlight. It will be clearly marked and stored in an accessible place at the discretion of the school nurse. The school nurse will regularly inspect the Naloxone to check the expiration date on the box or vial and check the condition of the mucosal atomization devices.

11. **Disposal:** Empty administered Naloxone Nasal Spray should be returned to the original packaging and disposed of in a waste receptacle.

12. **Medication Errors:** All medication errors will be reported pursuant to 105 CMR 210 and Monomoy Regional School District's medication administration plan.

Adopted

Revised:

**Monomoy Regional School District
School Committee Meetings - DRAFT Revisions**

GENERAL OVERVIEW

The School Committee will transact all business at official meetings of the Committee. These may be either regular or special meetings, defined as follows:

1. Regular meeting: the usual meeting, held regularly, on the second and fourth Thursdays of the month as of March of 2023 (this provision shall not preclude the School Committee from changing the timing of its regular meetings).
2. Special meeting: a meeting called between scheduled regular meetings or to consider specific topics.

Every meeting of the Committee, regular or special, will be open to the public. The public is not able to attend executive sessions held in accordance with state law.

EXECUTIVE SESSIONS

1. All meetings of the School Committee are open to attendance by the public and media representatives. However, the Committee has the right to convene in a closed executive session when it meets the following procedural conditions imposed by state law:
 - a. The Committee will first convene in an open session for which due notice has been given.
 - b. The Chair (or, in their absence, the presiding member) will state the purpose for the executive session by stating all subjects that may be revealed without compromising the purpose for which the executive session was called to the extent required by law.
 - c. A majority of the members must vote to enter the executive session, with the vote taken by roll call and recorded in the official minutes.
 - d. The Chair or presiding member will state before entering the executive session whether the Committee will reconvene in open session after the executive session.
2. The law puts specific limitations on the purposes for which executive sessions may be convened. The Committee may enter executive sessions only to deliberate:
 - a. The reputation, character, physical condition or mental health, rather than the professional competence, of an individual, or the discipline or dismissal, including the hearing of charges against, a member of the committee, a school department employee or student, or other individual. The individual has certain rights enumerated in the law including requiring the Committee to hold an open session should the individual so request.
 - b. Strategy with respect to non-union negotiations, to conduct collective bargaining sessions or to negotiate with non-union personnel.
 - c. Strategy with respect to collective bargaining or litigation if an open meeting might have a detrimental effect.

- d. The deployment of security personnel or devices.
 - e. To investigate allegations of criminal misconduct or to discuss the filing of criminal complaints.
 - f. Transactions of real estate, if an open meeting might be detrimental to the negotiating position of the committee or another party.
 - g. To comply with the provisions of any general or specific law of federal grant-in-aid requirements.
 - h. And to consider and interview applicants for employment by a preliminary screening committee.
 - i. To meet or confer with a mediator with respect to any litigation on public business.
 - j. To discuss trade secrets or confidential competitively-sensitive or other proprietary information conducted by a governmental body as an energy supplier.
3. Accurate minutes of the proceedings conducted in the executive session will be kept and may remain secret only for so long as their public release would defeat the purpose of the session.

The School Committee Chair **and Vice-Chair, whenever possible**, and the Superintendent will review executive session minutes for possible declassification on, at least, a quarterly basis and, if necessary, will consult with legal counsel. The School Committee Chair will bring minutes recommended for declassification to the School Committee, generally in executive session, for a vote either as part of a consent agenda or for individual action. In either case, there shall be an announcement of the declassification of minutes.

When a specific set of executive session minutes, not yet declassified, is requested by a member of the public, the School Committee shall render a decision on declassification at its next meeting or within 30 days after the request, whichever occurs first.

All votes taken in executive session will be recorded roll call votes and will become part of the minutes of executive sessions.

NOTIFICATION OF SCHOOL COMMITTEE MEETINGS

As required by law, a minimum of 48 hours' advance notice (excluding Saturdays, Sundays, and legal holidays) will be given for any meeting of the School Committee, including all subcommittee meetings. The only exception permitted is in case of emergency, which the law defines as "a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Notification of the dates, times, and places of regular meetings may be accomplished by periodic publication of the schedule for the ensuing months. However, a minimum of 48 hours prior to each meeting the Committee (except emergency meetings) shall cause to be posted a listing of each subject the Chair reasonably anticipates will be discussed at the meeting (the agenda). Notification of a change in a regular meeting time, place, or agenda and notification, including agenda, of a special meeting will be filed with the town clerk at least 48 hours in advance, as required by law.

As an alternative method of notice, a regional school district committee may, by majority vote, adopt the regional school district's website as its official notice posting method.

1. A copy of each meeting notice shall be kept by the secretary of the regional school district committee or the secretary's designee in accordance with the applicable records retention schedules.

2. The regional school committee shall file and post all notices on the school district's website.

AGENDA FORMAT

The Chair and Vice-Chair whenever possible of the School Committee will confer with the Superintendent to arrange the order of items on meeting agendas so that the Committee can accomplish its business as expeditiously as possible. The particular order may vary from meeting to meeting in keeping with the business at hand.

The Committee will follow the order of business established by the agenda except as it votes to rearrange the order for the convenience of visitors, individuals appearing before the Committee, or to expedite Committee business.

Any School Committee member, staff member, or person may suggest items of business. The inclusion of such items, however, will be at the discretion of the Chair of the Committee. A staff member who wishes to have a topic scheduled on the agenda should submit the request through the Superintendent.

The agenda for regular meetings will also provide for time when any person who wishes may speak briefly before the School Committee.

The agenda, together with supporting materials, will be distributed to School Committee members no less than three business days prior to the meeting to permit adequate time to prepare for the meeting.

Agendas will be posted and made available to the press.

PUBLIC COMMENT and GUIDELINES AT SCHOOL COMMITTEE MEETINGS

Massachusetts General Laws Chapter 30A Section 20(f) governs public participation at open meetings covering all public bodies.

MGL: Chapter 30A:20 [Notice, Remote Participation, Public Participation, Certification]

(f) No person shall address a meeting of a public body without permission of the chair; and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.

The School Committee believes that the school district community should have an opportunity to comment to the Committee on issues that affect the school district and are within the scope of the Committee's responsibilities. Therefore, the Committee has set aside a period of time at each regular School Committee meeting to hear from the public. In addition, if the Committee believes that an issue requires a dialogue with the school district community, the Committee may schedule a separate public hearing or forum on that issue.

Any person who wishes to make a presentation to the School Committee on an item which is of interest to them and within the scope of the Committee's responsibilities may request to be placed on the agenda for a particular meeting. Such requests should be in writing and should be received by the Superintendent of Schools and the

School Committee Chair at least one week prior to the date of the meeting. Such requests should contain background statements which would explain the scope and intent of the agenda item. The Chair and Vice-Chair, whenever possible, of the Committee works with the Superintendent to formulate the meeting agendas. Together they will determine whether or not to place an item on the agenda, and if the item is to be taken up, they will also determine when to place an item on the agenda and all parameters to be required of the presenter. The final approval will be made by the Chair.

The School Committee desires individuals to attend its meetings so that they may become better acquainted with the operations and the programs of our local public schools. In addition, the Committee would like the opportunity to hear public comments.

Public comment is not a discussion, debate, or dialogue between individuals and the School Committee. It is an individual's opportunity to express an opinion on issues within the School Committee's authority. If the public has a question about an upcoming agenda item, they can contact the Chair and Vice-Chair, whenever possible, of the School Committee or the Superintendent of Schools.

To ensure the ability of the School Committee to conduct the District's business in an orderly manner, the following rules and procedures are adopted:

1. There shall be at least one public comment period during each regular meeting for a period of up to 15-minutes and, at the discretion of the Chair, the public comment period can be extended.
2. Any person wishing to speak before the Committee will identify themselves by name and address and shall speak for no longer than three minutes or at the discretion of the Chair. No person may speak more than once without permission of the Chair. All persons shall speak to the full Committee through the Chair and shall not address individual members or administrators.
3. Topics for discussion should be limited to those items within the School Committee's scope of authority. The authority of the School Committee primarily concerns the review, inquiry, input and approval of the budget of the District's public schools, the performance of the Superintendent, and the educational goals and policies of the District's public schools. Comments and complaints regarding school personnel (apart from the Superintendent) or students are generally prohibited unless those comments and complaints concern matters within the scope of School Committee authority.
4. Any Committee member may direct questions to the speaker through the Chair in order to clarify comments of the speaker. However, Committee members should refrain from engaging with speakers during public comment except for the purpose of clarification.
5. The Chair of the meeting, after a warning, reserves the right to terminate speech which constitutes true threats that may provoke a violent reaction and cause a breach of the peace, or incitement to imminent lawless conduct, or contains obscenities.

REMOTE PARTICIPATION

The School Committee has adopted remote participation pursuant to 940 CMR 29.10. Remote participation in meetings will not be used in a way that would defeat the purposes of the M.G.L. c. 30A, §§ 18 through 25, namely promoting transparency with regard to deliberations and decisions on which public policy is based.

The law and regulations allow members of the School Committee to participate remotely under limited circumstances. Specifically, a School Committee member may only participate remotely if physical attendance would be unreasonably difficult, e.g., due to geographic proximity, illness. Generally, other professional or personal commitments are not sufficient to make physical attendance unreasonably difficult.

A quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location, as required by M.G.L. c. 30A, § 20(d).

Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of M.G.L. c. 30A.

When a School Committee member's physical attendance would be unreasonably difficult, the following procedures will be followed:

1. Any member of a public body who wishes to participate remotely due to the expectation that physical attendance would be unreasonably difficult shall, as soon as reasonably possible prior to a meeting, notify the chair or, in the chair's absence, the person chairing the meeting, of his or her desire to do so and the reason for and facts supporting his or her request.
2. The Chair shall determine whether the School Committee member's circumstances make physical attendance unreasonably difficult.
3. If one or more members are participating remotely, the chair must announce the name of the member or members who are participating remotely at the start of the meeting and direct that such information be recorded in the meeting minutes.
4. All votes must be taken by roll call.
5. Members of the public body must be clearly audible to each other and to members of the public at all times by Adequate, Alternative Means as defined below.
6. When holding an executive session remotely, the public body must still take all required procedural steps for entering into the executive session in open session. At the beginning of the executive session, each public body member participating remotely must state that no other person is present or able to hear the discussion at the remote location unless the public body has approved the presence of that individual.

7. When feasible, the chair or, in the chair's absence, the person chairing the meeting, shall distribute to remote participants, in advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall be part of the official record of the meeting and shall be listed in the meeting minutes and retained in accordance with M.G.L. c. 30A, § 22.

Should the public body encounter technical problems while meeting remotely, the person chairing the meeting may decide how to address the technical difficulties but is encouraged whenever possible to suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred must be noted in the meeting minutes.

For the purposes of this policy, “Adequate, Alternative Means” may include, without limitation, telephone or internet or satellite enabled audio or video conferencing or any other technology that enables the member to participate in the meetings. **By way of example, Adequate, Alternative Means could include Zoom, Meets, WebEx or similar virtual meeting platform or a conference line.**

Legal references:

[M.G.L. 30A:18-25; 30A:21; 30A:22](#)

[940 CMR 29.10](#)

[Open Meeting Law Guide and Educational materials](#)

Adopted: March 27, 2013

Revised: 11/5/2020



(<https://evolveturns.com>)

MONTREAL & QUEBEC CITY – 5 DAYS

MONOMOY REGIONAL SCHOOL DISTRICT PAULINE LINNELL

[DOWNLOAD ITINERARY \(HTTPS://EVOLVETOURS.COM/PDF_NEW/?SLUG=EE7BF6030F&M=1669653907\)](https://evolveturns.com/pdf_new/?slug=EE7BF6030F&M=1669653907)



STARTING PRICE

\$844.00



PROPOSED DATES

April 15-19 2024

THANK YOU FOR THE OPPORTUNITY TO PLAN YOUR TRIP TO FRANCOPHONE CANADA

Activities & Attractions

Montreal

- Guided tour and exploration in Old Montreal
- Bell Centre Tour
- Discover the Rio Tinto Alcan Planetarium
- Evolve guided tour of McGill University
- Discover the Montreal Museum of Fine Arts on a self-guided tour of the galleries
- Hike and explore Mont Royal
- Guided tour Notre Dame Basilica

Quebec City

- Evening Dance Cruise on the St. Lawrence River
- Guided Tours of Lower Town & Upper Town

- Ride the Funicular du Vieux Quebec
- See Montmorency Falls up close
- Night at a Quebecoise Sugar Shack
- Enjoy the Canada Odyssey Experience
- Participate in a Plains of Abraham military workshop

Make sure to ask your Evolve rep if there are any adjustments you wish to make to your itinerary

Accommodations

- 4 nights’ accommodation at quality 3 star, student friendly hotels
 - Nights 1, 2 – Montreal, Holiday Inn Express & Suites Montreal Airport, or similar
 - Nights 3, 4 – Quebec City, Hotel Must, or similar
- Quadruple accommodation for students
- Single accommodation for chaperones

Meals

- 4 breakfasts included in tour cost
- 4 dinners included in tour cost
- Lunches not included in tour cost

Transportation

- 1 Private Coach Bus for the duration of the trip – equipped with A/C, T.V. & DVD players, and on-board washroom

Additional Personnel

- 1 Evolve Tours Director
- Night Security on duty from 10 PM – 6 AM

Exclusives

- Creative trip programming and leadership activities
- Pre and Post Trip Curriculum
- Forever Green by Evolve Tours- Carbon Offset this whole trip (ask for details)

Package Price is based on

Paying Students	40
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Complimentary Chaperones	4
Price Per Paying Student	\$844 USD

- Price quoted in USD
- Prices subject to availability and change until contract signed
- Total Package price may vary if number of paying customers changes
- Tips for drivers and guides are appreciated
- This quote expires December 9th, 2022
- Happy with what you see? Sign a 2-year contract with Evolve and pay the same rate for two years. Ask us for more information. *Based on same group size

Insurance

- Insurance Medical, Cancellation, Baggage and Interruption. Travellers can opt for CFAR, *cancellation for any reason* insurance which covers students up to 75% of their costs no matter the reason. The costs would be \$30 for the general coverage or \$45 for CFAR.

ITINERARY

DAY 1 APRIL 15, 2024 WELCOME TO MONTREAL!

- 7:15 AM Meet as a group at Monomoy Regional School District. Load bus and head north to Canada. Stops for washroom breaks, snacks and lunch en route.
- 3:30 PM Arrive in Montréal. Meet your Evolve Tour Guide, excited to spend the upcoming days together!
- 4:00 PM Check into our hotel, take a little time to freshen up.
- 5:30 PM Enjoy your first dinner in Montreal as a group.
- 7:30 PM Return to the hotel after a long first travel day of the tour.
- 8:30 PM Arrive at the hotel.

Night security on duty 10 PM – 6 AM.

DAY 2 APRIL 16, 2024 MONTREAL

- 7:30 AM Breakfast at hotel.
- 8:30 AM Depart hotel for the day.

- 9:30 AM Evolve led tour of Old Montreal.
- 10:30 AM Guided tour of the world famous Notre Dame Basilica.
- 11:30 AM Enjoy free time for lunch and exploration in Old Montreal.
- 12:45 PM Depart to McGill University.
- 1:00 PM Enjoy an Evolve guided walking tour of McGill University. Sometimes referred to as the Harvard of Canada, McGill has a beautiful enclosed campus in the heart of bustling downtown Montreal. We will learn all about this great school's reputation, history and programs on our tour today.
- 2:00 PM Visit the Montreal Museum of Fine Arts for a self-guided tour of the galleries.
- 3:00 PM Return to hotel to freshen up for dinner.
- 5:00 PM Depart to dinner.
- 6:00 PM Enjoy a group dinner.
- 7:30 PM Following dinner, head up to Mont Royal for beautiful views of downtown Montreal at night from the Belvedere before returning to the hotel.
- 8:30 PM Return to the hotel.
- Night security on duty 10 PM – 6 AM.

DAY 3
APRIL 17, 2024
MONTREAL TO QUEBEC CITY

- 7:30 AM Breakfast at hotel.
- 8:30 AM Check out and store luggage on the bus.
- 8:45 AM Depart hotel.
- 9:30 AM Arrive at the Bell Centre for a Guided Tour of the stadium.
- 11:00 AM Visit the Rio Tinto Alcan Planetarium. Discover the secrets of the universe through a show and explore the permanent exhibit.
- 12:15 PM Depart the Planetarium.
- 12:45 PM Enjoy free time for lunch at CF Promenades St-Bruno.
- 2:00 PM Board our bus and depart for Quebec City!
- 5:00 PM Check into our Quebec hotel, freshen up.
- 6:00 PM Depart.
- 7:00 PM Arrive at the Sugar Shack to experience a traditional evening of Quebecois food, dancing, and entertainment.
- 9:30 PM Return to the hotel.

Night security on duty 10 PM – 6 AM.

DAY 4
APRIL 18, 2024
EXPLORE QUEBEC CITY

- 8:00 AM Breakfast at hotel.
- 9:00 AM Depart hotel.
- 9:30 AM Visit Montmorency Falls: admire the natural beauty and take amazing photos up close & personal.
- 10:45 AM Depart.
- 11:00 AM Lunch and shopping at Les Galeries de la Capitale.
- 1:00 PM Depart.
- 1:30 PM Guided tour of Lower Town (Basse-Ville): explore the Habitation de Québec and some of Lower Town's famous sites.
- 2:30 PM We will ride the funicular du Vieux Quebec to the Dufferin Terrace.
- 3:00 PM Tour of Upper Town (Haute-Ville), including Saint-Louis Fort.
- 4:30 PM Return to hotel to freshen up.
- 6:00 PM Depart for dinner.
- 6:30 PM Enjoy a group dinner.
- 8:00 PM Arrive at the pier and board the boat.
- 8:30 PM Enjoy a dance cruise on the St. Lawrence River!
- 10:30 PM Return to the hotel after dinner.

Night security on duty 10 PM – 6 AM.

DAY 5
APRIL 19, 2024
QUEBEC CITY AND RETURN HOME

- 7:30 AM Breakfast at hotel.
- 8:30 AM Check out of hotel, load luggage onto our bus.
- 9:00 AM Arrive at Plains of Abraham for the Battles, 1759-1760 Multimedia Show.
- 10:00 AM Participate in the Battlefields Workshop.
- 11:30 AM Depart. Stops en route for lunch and washroom breaks.

Download Itinerary (<http://pdf.evolutours.com/?slug=ee7bf6030f&m=1669653907>)

EVOLVETOURS HAND PICKED FROM AROUND THE WORLD.

We derive a lot of pride from our tour leaders: they are the face of our company, the life of our tours, and often times the highlight for your students and trip. Our diverse team of tour leaders represent leaders in their fields: outdoor education, history, languages, camp programming, and much more.

Sustainability: Evolve Tours is committed to preserving and improving this precious planet of ours.

Social Responsibility: Evolve Tours is committed to continuously improving the travel experience for anybody who comes through our door

Customize: Evolve Tours is an independent educational travel provider that puts experiential education first. Being independent means that we are able to fully customize any tour.

THANK YOU
FOR THE OPPORTUNITY TO PLAN YOUR TRIP

Monomoy Regional School District

Disposal of Surplus Materials Estimated Value Under \$5,000

Name of Individual Completing the Form: R. Caivano Date 3/17/23
(print)

Submitted To: _____ Date _____
(signature)

Current Location of Item(s) (please be specific) cafeteria

Complete one form for each type of material (i.e. computers on one and books on another)
Please send a digital photo of items listed below

Description	Model Number	Make/ Brand Name	Condition	Approximate Year of Purchase	Quantity	Estimated Value (source of estimation)
blue chairs				1997	180	
round tables				1997	30	
brown long tables				purchased by Harwich middle	4	

For Administrative Use:

Approved By School Committee: Yes ___ No ___

Date: ___ / ___ / 20___





