



**Monomoy Regional School District - Monomoy Regional School Committee
Meeting Agenda for Thursday, February 2, 2023 at 7 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](#)

The FY24 Budget Public Hearing will be held Thursday, February 2, 2023 from 6-7 PM. View posting [HERE](#).

AGENDA

A. Call to Order

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

C. Reports and Discussions

- i. Special Education Budget - presented by Melissa Maguire
- ii. Regional Agreement - removing obsolete language, improving clarity and addressing vacancies
- iii. New Student Activity Account - SAIL Cafe Vote Required
- iv. FY24 Budget - Public Hearing recap

D. Subcommittee, Representatives, Liaison Report

- i. Portrait of the Graduate - Development Team update

E. Superintendent's Report

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

F. Action Items - Vote Required

- i. Student trip to Italy proposal - February 2024

G. Presentation of the Warrants

H. Adjournment

Authorized Posting Officer

Leah Tambolleo
January 31, 2023



Melissa Maguire

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Annual Special Education Budget Report: February 2023
Presented to the Monomoy Regional School Committee

Introduction:

The Monomoy Regional School District provides a comprehensive program for students with disabilities. The school system subscribes to the philosophy that all students can learn and that the purpose of special education is to minimize the impact of disability and maximize the opportunities for children with disabilities to have access to the general curriculum.

It is the responsibility of the school district to provide every student with disabilities with a free, appropriate public education (FAPE) within the least restrictive environment (LRE) from ages 3 to 22. This age range is important because it significantly increases the amount of time that the school district is responsible for educating a student with special needs that must be factored into the overall cost of special education.

The Monomoy Regional School District is responsible for educating **315** (October 1, 2022 enrollment report) students with disabilities both in the district and out of the district. This represents 18.4% compared to the state rate of 19.4%. Monomoy continues to remain below the state rate educating students with disabilities even with our continued program growth to support students with more intensive special education needs.

State Reporting Based on October 1, 2022 Enrollment				
	19/20	20/21	21/22	22/23
# of students receiving special education	306	288	301	315
District % of students receiving special education	16.7%	16.9%	17.6%	18.4%
State % of students receiving special education	18.4%	18.7%	18.9%	19.4%

* This percentage is given by the Department of Elementary & Secondary Education based on the enrollment data provided for October 1, 2022.

Based on current data (January 2023), there are **319** students who are considered to be receiving special education services. This number includes students after October 1, 2022 who have moved in to the district or moved out of the district, students who attend through school choice (**55**) to Monomoy, eligible students who have since turned three years old, and those who have been evaluated and found eligible. There are currently **26** referrals in process across the district. There are currently **7** students who have terminated from special education either because they have moved or no longer are eligible for special education services.

Students who have terminated special education services between October 2022 and January 2023

Total # of students exiting special education services	Reason
7	Students have either transferred out of Monomoy Regional School District or have been re-evaluated and found to have no special needs

This report provides information on the general expenses related to special education and is not exhaustive.

State Financial Support for Special Education: Circuit Breaker

It is important to note, when discussing special education costs, that the federal legislation governing special education, the Individuals with Disabilities Education Act (IDEA) was originally mandated to fund 75% of the per pupil costs of educating all children with special needs. The district has been reimbursed at the 75% for the past five years. However, it has dipped to as low as 40% over the past 15 years.

FY	Students Claimed	Claim Amount	Foundation	Net Claim	Reimbursement	%
16	14	\$1,045,752	\$587,216	\$458,536	\$348,691	75.00%
17	16	\$1,171,777	\$685,440	\$486,337	\$359,035	73.16%
18	15	\$883,062	\$624,863	\$258,199	\$186,150	72.09%
19	13	\$873,860	\$573,378	\$300,482	\$225,362	75.00%
20	7	\$785,168	\$320,544	\$464,624	\$348,466	75.00%
21	14	\$1,420,134	\$652,752	\$767,382	\$575,537	75.00%
22	11	1,414,074	\$607,152	803,487	\$608,239	75.00%
23	14	\$1,361,762	\$663,082	\$608,066	\$524,011	75.00%

<http://www.doe.mass.edu/finance/circuitbreaker/>

Circuit Breaker	FY16	FY17	FY 18	FY19	FY20	FY21	FY22	Projected Balance
Expenditure	\$259,380	\$253,241	\$291,273	\$419,380	\$348,466	\$576,429	\$259,380	\$524,011

Out of District Placements:

While the vast majority of students with special needs are educated within Monomoy schools, there are a small percentage (4%) of students who need specialized programs including very small classes and a low teacher to student ratio and access to mental/behavioral health supports and services. These students are educated out of district in specialized public day programs, collaboratives or private special education programs approved by the state.

Children attend out of district programs as day or residential students depending on the severity of their disabilities. In addition, they may also attend for a longer year that includes extended school year services. A residential placement provides the student with twenty-four hour learning opportunities, full assistance with all functional life skills and intensive specialized developmental services. Children who attend residential placements have demonstrated a need for more restrictive programming, often due to limited safety awareness, putting themselves or others at great risk. These students may also have complex behavioral and/or medical needs that require consistent levels of supervision to maintain appropriate health.

The cost of out of district programs varies greatly. Tuitions for private placements for the 2022-2023 school year range from a high of **\$401,000** for a residential program, to a low of **\$45,000** for a specialized public day program. The state of Massachusetts Operational Service Division (OSD) sets the tuition rates for these programs and, at times, will approve rate increases. This rate is set by the state based on the approved inflation rate, which is typically 3%. The only exception is Collaborative programs which set their own rates and are approved by their Board of Directors. This does not take into consideration the cost for transportation to these private schools (excluding residential). The range of tuitions Monomoy currently funds is the highest for a residential program **\$262,796** and the lowest being **\$47,597** for a Collaborative placement.

However, in addition to an increase in tuitions granted by the state, private special education schools are able to apply for *extraordinary relief* or *restructuring* and request a tuition increase during their scheduled Coordinated Program Review or Mid Cycle Review. Increases can range from 3% to 13% over the current tuition based on the needs of the program and the state approving the request. Currently the state has approved to allow the private schools to increase their rates by **14% for FY24**, this does not include Collaboratives.

Fiscal Year 2024 Out-of-District Projections:

Currently (as of January 2023), it is projected that there will be 6-8 students in out-of-district placements in the 2023-2024 school year.

Out of District Placement	# of students FY 16	# of students FY 17	# of students FY 18	# of students FY 19	# of students FY 20	# of students FY 21	# of students FY 22	# of students FY 23	Projected # of students FY 24
Elementary	1	1	2	2	4	3	5	4	
Middle School	4	6	9	3	5	2	1	1	
High School	5	5	3	5	4	7	8	7	
Post-Graduation	1	1	1	3	3	2	1	1	
Total	11	13	15	11	16	14	14	13	6-8

Projected Net Expenditure for Out of District (OOD) Costs				
	FY19 Actual	FY20 Actual	FY21 Actual	FY 22 Actual
OOD Tuition- less circuit breaker	\$677,682	\$934,897	\$1,191,492	\$608,826

Conditions that may affect the cost for Out of District tuitions

1. **Move-in Law**- This law is to assist districts with planning the budget for the following year. The move-in law states that any student that moves into the district prior to April first in the current school year shall be the responsibility of the district to fund the following fiscal year (July 1st). If a student moves in on April first or after, it is the responsibility of the prior school district to fund the remainder of the year and the following fiscal year. The only condition this does not apply is if a student attends a collaborative program. If a student moves in to the district any time of the year, who attends a Collaborative program, it is the responsibility of the receiving district to fully fund the program at the time the student has moved in.
2. **Unforeseen Circumstances** – If a student engages in significant behaviors or requires mental health services that the district cannot provide supports or a program for, the student may require an out of district placement to meet their unique learning needs.

Savings Realized Through In-District Programming:

The district provides special education programming at the elementary, middle and high school levels that provide the opportunity for students who otherwise would need to be educated in out-of-district placements to attend school in their own community.




This chart illustrates a potential cost savings. This is a hypothetical scenario if the students in our specialized programs were to attend an Out of District program. For the purposes of this illustration, salaries on the high end were used - \$80,000 for a special education teacher and \$30,000 for an Instructional Assistant. While the opposite was used to calculate an OOD tuition which is the lowest tuition.



	Elementary	Middle	High	Post Grad
Lowest OOD Tuition	\$47,597	\$47,597	\$47,597	\$47,597
# of students currently	15	11	9	9
Potential cost	\$713,955	\$523,567	\$428,373	\$428,373
District Cost using the highest salary	2 teachers 12 Assistants \$520,00	1 Teacher 6 Assistants \$260,000	1 Teacher 4 Assistants \$200,000	1 Teacher 4 Assistants \$200,000
Difference	\$193,955	\$263,567	\$228,373	\$228,373

TOTAL OOD COST **\$2,094,268**
District COST **\$1,180,000**
Difference **\$ 914,268**

Monomoy Regional School District

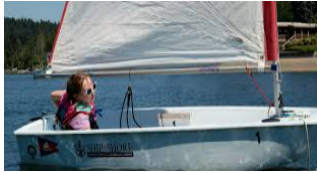
Specialized Programs

Chatham Elementary	
SEAL (Students Engaged in Active Learning) 2023-2024	
	A program for students with cognitive disabilities that requires specialized instruction for more than 50% of the day. The program provides services to students in the areas of academics at the students instructional level, functional academics, social-emotional learning, social and language skills, and daily living skills while providing opportunities to integrate into the CES community, while meeting their unique learning needs.
Harwich Elementary	
ISLE PK and ISLE K-4 Independent Student Learning Environment	
	Is an Intensive Special Needs program supporting Pre K through Kindergarten. The principles of Applied Behavior Analysis (the process of systematically applying interventions based on the principles of learning theory to improve socially significant behaviors to a meaningful degree...) is the foundation for developing Individualized programs for each student to meet their unique learning needs. The goal is to integrate the students into the inclusion setting as often as possible, however they may require support within a separate setting to meet their unique learning needs both socially, behaviorally and emotionally.
SURF Social Understanding and Real Feelings	
	A therapeutic learning center program for students in grades Kindergarten through fourth designed to assist students with social and emotional challenges. The goal is to integrate the students into the inclusion setting as often as possible, however they may require support within a separate setting to meet their unique learning needs both socially and emotionally. The purpose of this classroom is to help students develop self-advocacy skills, maintain consistent academic performance, and self-monitor their emotions and behavior. This classroom is designed for students who would

	benefit from developing a trusting relationship with adults in a therapeutic environment and from close monitoring of school/classroom behavior.
MRMS	
TIDE (Teaching Independent Desired Emotions)	
	<p>A program designed to support students with social, emotional, and/or behavioral challenges. There are established behavioral protocols and expectations with an incentivized level system within the TIDE program. The goal is to support students to develop skills for self-regulation, motivation, and self-awareness. Students connected to the TIDE program are supported by TIDE staff members and have access to the program throughout the school day as needed.</p>
SHELLS Program Students Having Excellent Life Learning Success	
	<p>A program designed to support students in learning and practicing skills to promote generalization of life skills. The program supports students in the areas of functional academics, activities of daily living, and exposure to pre-vocational skills. Students connected to the SHELLS program are supported by SHELLS staff members and have access to the program throughout the school day as needed.</p>

High School

SAIL **Students Achieving Independent Learning**



The program serves students enrolled in grades eight through twelve. SAIL is an academic preparation program for students with cognitive disabilities that requires specialized instruction for more than 50% of the day. The program provides services to students in the areas of social-emotional learning, activities of daily living, social and language skills, and academics while providing opportunities to integrate into the high school community, while meeting the unique learning needs.

SAND **Students Achieving New Directions**



The program is a therapeutic learning center for students in grades eight through twelve designed to assist students with social and emotional challenges. The goal is to integrate the students into the inclusion setting as often as possible, however they may require support within a separate setting to meet their unique learning needs both socially and emotionally. The purpose of this classroom is to help students develop self-advocacy skills, maintain consistent academic performance, and self-monitor their behavior. This classroom is designed for students who would benefit from developing a trusting relationship with adults in a therapeutic environment and from close monitoring of school/classroom behavior and attendance. Each student will develop a schedule based on their academic needs.

SHORE **Students Have Opportunities for Recreation and Employment**



The program provides students with vocational and transitional services. The goals of the program include career planning, employment training, hands-on work experience, collaboration with families and outside agencies. The program will assist students in developing their functional life skills such as money and time management, safety in the community, travel training, vocational training, self-advocacy skills, and functional communication.

Out-of-District Transportation and Special Education transportation in the district:

In addition to tuition, transportation costs are a significant budget item related to out of district placements. Monomoy is part of a consortium of school districts working through the Cape Cod Collaborative to manage transportation costs. Wherever possible, students from Monomoy are transported with students from surrounding towns who attend the same day programs. The state currently provides circuit breaker reimbursement for transportation. Prior to 2021, The state did not provide any reimbursement for out of district transportation.

It is estimated that the cost for FY24 will increase due to several factors such as the price of gas, personnel and an increase in preschool enrollment.

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budgeted	FY24 Projected
Special Education Transportation	\$468,456	\$355,977	\$370,825	\$332,566	\$401,546	\$533,843
Amount Allocated to Grant	\$73,324	\$72,222	\$72,207	\$74,470	\$75,000	\$75,000

Extended Year Services:

There are two standards for determining extended school year services (summer programming) for students with disabilities. One is the severity of the child's disability and the other is "substantial regression." This means that if a student is likely to lose critical skills or fail to recover these skills within a reasonable amount of time compared to typical students, extended school year services are required.

The decision to provide extended year services is made by the TEAM at the student's annual Individual Education Program (IEP) review or in the spring when enough data have been collected to make this determination. There is a full day program and a half-day program that operate for four-week and six-week sessions. The program must be fully staffed with teachers, related service providers, instructional assistants and transportation must be provided for students in order to access the programs.

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budgeted	FY24 Projected
Extended Year Services	\$114,987	\$99,986	\$98,501	\$79,262	\$126,750	\$110,000

* Includes Teachers, related service providers, and Instructional Assistants

Contracted Services:

There are a variety of mandated special education services for which we must hire outside contractors and who have specialized licenses. Many of these involve low incidence disabilities.

We currently contract specialists in the following areas: Orientation and Mobility, Teacher of the Visually Impaired, Vision Specialists, home based services, Psychologist, BCBA (Board Certified Behavior Analyst) Consultant, translators/interpreters, and tutors for students who are in the hospital or at home.

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budgeted	FY24 Projected
Medical/Therapeutic Services	\$74,520	\$89,679	\$97,523	\$101,460	\$88,343	\$54,000

Medical/Therapeutic Services includes the following:

Home/Hospital Tutoring: When a student, with or without disabilities, is absent for more than 14 consecutive school days or cumulative days due to illness and has a physician's statement requesting home/hospital tutoring, the school district must provide tutorial services for the child.

Translator/Interpreter: State and federal laws require that students and parents receive written and verbal communication in their home language. This can be costly as documents pertaining to special education can be quite lengthy as well as special education meetings where the parent is in attendance. Additionally, Interpreters are used with respect to children who are deaf or hard of hearing: Oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation

Teacher of the Visually Impaired (TVI): TVI services are required when a students' capacity to see after correction, is limited, impaired, or absent and results in one or more of the following: reduced performance in visual acuity tasks; difficulty with written communication; and/or difficulty with understanding information presented visually in the education environment. The term includes students who are blind and students with limited vision.

Additional Expenses Related to Special Education:

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 budgeted	FY24 projected
Legal Fees	\$5,159	\$12,719	\$13,306	\$7,225	\$12,000	\$12,000
Testing supplies	\$10,439	\$9,817	\$9,558	\$14,2047	\$13,000	\$13,000
Instructional Materials, Equipment and Technology	\$11,790	\$14,529	\$17,464	\$31,955	\$15,325	\$15,725
Professional Development	\$3,845	\$2,605	\$2,473	\$950	\$7,050	\$6,000

Legal fees: The state and federal laws governing special education are extensive and even, at times, contradictory. In addition, sometimes, despite our best efforts, the school district must go to hearings through the Bureau of Special Education Appeals and this requires full legal representation.

Testing supplies: These include all of the assessment tools that are used by the special education staff for initial and on-going evaluations of students with disabilities. Once a testing battery is obsolete, there

is only a two-year window where it must be replaced. When this occurs, the test(s) need to be replaced. We typically schedule a two-year replacement plan.

General Supplies: In order to deliver specialized instruction, special materials and curriculum is needed. Additionally, individual students may require adaptive devices or materials to be successful in their educational program.

Grants:

Each year the district applies for grants that offset the cost of special education. There are entitlement grants and competitive grants. The following reflect the current grants awarded to Monomoy Regional School District:

Grant	Purpose	Amount 2021-2022	Amount 2022-2023
Federal IDEA- 240 Entitlement	Within the articulated priorities of Results-Driven Accountability by the Federal Office of Special Education Programs, the purpose of this federal entitlement grant program is to provide funds to ensure that eligible students with disabilities receive a free and appropriate public education that includes special education and related services designed to meet their individual needs.	\$515,334	\$525,192
American Rescue Plan (ARP) — Individuals with Disabilities Education Act (IDEA) Entitlement	The American Rescue Plan Act was signed into law on March 11, 2021, dedicating supplemental funding in section 2014(a) to serve students with disabilities. These funds are provided to help districts recover from the impact of the coronavirus pandemic and to safely reopen schools and sustain safe operations. Within the articulated priority of Results-Driven Accountability by the U.S. Department of Education's Office of Special Education Programs, the purpose of this federal special education entitlement grant program is to provide funds to ensure that eligible students with disabilities receive a free and appropriate public education that includes special education and related services designed to meet their individual needs.	\$102,624 2 YEAR	0
The Early Childhood Special Education (ECSE) Grant -262 Entitlement	provides funds to school districts and charter school districts to build capacity and to ensure that eligible 3, 4, and 5 year-old children with disabilities are appropriately identified and receive developmentally-appropriate, special education and related services designed	\$12,592	\$13,252

	to meet their individual needs, in least restrictive environments (LRE).		
American Rescue Plan (ARP) Individuals with Disabilities Education (IDEA) Early Childhood Grant Entitlement	<p>The American Rescue Plan Act was signed into law on March 11, 2021, dedicating supplemental funding in section 2014(a) to serve students with disabilities. These funds are provided to help districts recover from the impact of the coronavirus pandemic and to safely reopen schools and sustain safe operations.</p> <p>The purpose of this federal special education entitlement grant program is to provide funds to ensure that eligible 3, 4, and 5-year-old children with disabilities receive a free and appropriate public education that includes special education and related services designed to meet their individual needs in the least restrictive environment (LRE). Local Education Agencies (LEAs) are required to ensure that children, aged 3 through 5, who need special education and related services, receive these services through free and appropriate public education (FAPE), in accordance with the Individuals with Disabilities Education Act — (IDEA4) and Massachusetts Special Education laws (M.G.L. c. 71B) and regulations (603 CMR 28.00).</p>	\$9127 2 YEAR	\$0
Total		\$639,677	\$538,444

General Special Education Staffing

DISTRICT	
Director of Student Services	1.0
Out of District Coordinator	.6
serves all four schools	1.0
Physical Therapist	25 hours weekly
Float Nurses	
Mental Health Coordinator	.2
BCBA (Board Certified Behavior Analyst) Consultant (currently funded through grants)	2.0

	Team Chair	Teachers	Clinical	IA's	OT	Nurses	Speech
CES	.5	2.5	1	8	.5	1	.5
HES	1.5 (.5 prk)	8	2	31	.5	1	2
MRMS	1	9	4	19	.5	1	1
MRH	1	9	3 4 guidance	18	.5	1.8	1

Comparison of MRSD to other Cape Cod Communities Based on FY 21 Special Education Expenditures as a Percentage of Total School Budget:

10/12/2022

**Massachusetts Department of Elementary and Secondary Education
Direct Special Education Expenditures, FY21**

B	C	D	E	F	G	H	I	J	K	L	M
	-- In-District Expenditures --			-- Out-of-District Expenditures --			-- Other Expenditures --		Combined	Special Education	
	Teaching	Instruction	Transportation	Mass. Public Schools	Mass Private Schools and Out-of-State	Non-public	Spending from Grants	Revolving Funds	Special Education Expenditures	Total Expenditure	Special Education Percentage of Total Expenditures
Operating District Name				Collaborative		Health Services			(sum of C through J)		(K as % of L)
Barnstable	10,122,734	1,998,142	1,120,407	2,030,736	3,226,526	110,810	0	1,635,631	20,244,985	101,456,169	20%
Bourne	3,723,994	1,096,564	492,692	765,943	776,754	146,575	0	298,764	7,301,286	39,188,785	19%
Brewster	1,964,761	274,894	86,100	49,614	333,037	30,995	0	131,399	2,870,801	11,162,143	26%
Eastham	977,718	113,859	51,970	92,817	0	21,009	0	60,389	1,317,762	5,231,312	25%
Falmouth	6,053,003	2,366,730	710,515	1,631,224	1,493,562	290,665	0	841,842	13,387,541	73,902,546	18%
Mashpee	3,246,649	584,399	329,810	659,282	866,361	182,061	0	406,691	6,275,253	34,951,242	18%
Nantucket	5,281,164	235,974	262,432	60,523	819,156	8,748	0	401,778	7,069,775	41,751,570	17%
Orleans	700,028	124,926	10,922	205,521	0	85,239	0	55,523	1,182,159	5,909,513	20%
Provincetown	655,478	67,497	2,177	65,975	82,897	0	0	86,719	960,743	6,747,377	14%
Sandwich	5,244,946	1,375,429	300,367	1,391,485	2,281,525	265,710	0	485,173	11,344,635	56,023,016	20%
Truro	715,968	182,471	58,538	237,593	295,099	42,173	0	60,341	1,592,183	7,422,806	21%
Wellfleet	505,113	63,643	29,830	269,771	0	32,670	0	30,116	931,143	3,937,863	24%
Dennis Yarmouth	8,365,168	1,559,005	765,140	1,944,873	1,774,933	265,674	0	826,243	15,501,036	68,401,657	23%
Nauset	3,204,951	488,820	220,080	623,010	1,644,874	167,078	0	353,461	6,702,274	35,952,163	19%
Marthas Vineyard	1,586,446	616,184	235,385	61,505	2,134,118	18,147	0	725,115	5,376,900	25,252,351	21%
Monomoy	4,245,470	887,002	260,813	608,045	1,052,528	97,602	0	741,723	7,893,182	41,108,942	19%

Comparable School Districts

Monomoy's special education budget remains the lowest percentage of the budget based on comparable schools.

10/12/2022

Massachusetts Department of Elementary and Secondary Education Direct Special Education Expenditures, FY21

A	B	C	D	E	F	G	H	I	J	K	L	M
		-- In-District Expenditures --			-- Out-of-District Expenditures --			-- Other Expenditures --		Combined Special Education Expenditures (sum of C through J)	Total Expenditures	Special Education Percentage of Total Expenditures (K as % of L)
LEA	Operating District Name	Teaching	Other Instructional	Transportation	Mass. Public Schools and Collaboratives	Mass Private and Out-of-State Schools	Transportation	Non-public Health Services	Spending from Grants and Revolving Funds			
1	Abington	4,306,901	811,505	96,510	1,305,117	2,029,002	407,011	0	599,841	9,555,886	36,223,803	26%
94	Fairhaven	2,094,010	435,624	204,395	1,256,541	337,806	396,978	0	472,024	5,197,378	30,134,078	17%
151	Leicester	2,761,283	751,173	654,458	480,915	870,869	0	0	579,218	6,097,916	24,556,845	25%
161	Ludlow	7,137,109	1,693,215	725,022	609,917	562,165	24,167	0	808,190	11,559,784	44,937,643	26%
172	Mashpee	3,246,649	584,399	329,810	659,282	866,361	182,061	0	406,691	6,275,253	34,951,242	18%
186	Millbury	3,628,983	493,176	147,328	617,252	1,405,637	366,707	0	541,596	7,200,679	31,537,333	23%
197	Nantucket	5,281,164	235,974	262,432	60,523	819,156	8,748	0	401,778	7,069,775	41,751,570	17%
214	Northbridge	4,331,300	839,361	270,753	927,010	1,784,467	480,552	0	353,662	8,987,106	35,786,533	25%
346	Winthrop	4,636,061	370,034	136,846	674,381	914,084	169,928	0	649,000	7,550,334	30,863,993	24%
712	Monomoy	4,245,470	887,002	260,813	608,045	1,052,528	97,602	0	741,723	7,893,182	41,108,942	19%
766	Southwick Tolland Granville	2,254,323	680,297	339,208	146,958	113,905	72,690	0	482,856	4,090,238	25,795,865	16%

Data Sources

End of Year Financial Report Schedule 1 - Expenditures, Schedule - Special Education expenditures, and Schedule 7 - Transportation.

Special Education Expenditures

Direct special education expenditures refers to spending that can be related specifically to special education pupils. The Other Instructional category includes textbooks, instructional equipment, supervisory, guidance, and psychological services.

Mass. Public Schools and Collaboratives include other public school districts, collaboratives, and charter schools.

Total School Expenditures

Total expenditures includes spending from all funds and functions from Schedule 1 excluding Community Services (6000 series); Acquisition, Improvement and Replacement of Fixed Assets (7000 series); Debt Retirement and Service (8000 series); Indirect Cost Transfers (function 5990); and Short Term Interest Bond Anticipation Notes (function 5450).

Future Considerations and concerns

It is important to know that in order to continue providing special education services and programs efficiently and effectively, it is critical to consider the significant needs of sustaining the level of programs and services. With this in mind, special education costs fluctuate continually based on the needs of the students. We need to continue to evaluate student needs to ensure each student receives a free, appropriate public education. Based on the current needs of the district, the following represent future considerations:

Budget need			Budget implication																		
Preschool classroom - HES			1.0 at HES Budgeted																		
Chatham Elementary Currently there is a .5 special education teacher we would like to increase to 1.0 to support a new program for intensive special needs			.5 at CES Budgeted																		
Speech Services to date. Does not include initial evaluations <table><tr><th>Caseloads</th><th>Cases</th><th>Service Provider</th></tr><tr><td>CES</td><td>18</td><td>Joann Tulsa .4</td></tr><tr><td>HES</td><td>39 40</td><td>Laura Joan</td></tr><tr><td>MRMS</td><td>37</td><td>Alyssa</td></tr><tr><td>MRHS</td><td>34</td><td>Tory</td></tr><tr><td>Total</td><td>168</td><td></td></tr></table>			Caseloads	Cases	Service Provider	CES	18	Joann Tulsa .4	HES	39 40	Laura Joan	MRMS	37	Alyssa	MRHS	34	Tory	Total	168		Need to continue to monitor the caseloads across the district. .4 (.5 budgeted) currently does not provide effective and efficient services as the therapist is only available 2 days
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Total	168																				
.5 to support requirements for the Nurse Leader																					
Mental Health Coordinator - concerned about 2025																					
BCBA - current \$120,000 for 25 hours - need 1.0																					
Maintain Counselor at HS and HES currently funded through ESSR																					
Intensive PLC IL																					

Conclusion:

Monomoy Regional School District has made a strong commitment to the education of children with disabilities. An exceptional staff that is highly qualified and has extensive expertise and cares deeply about students provides the special education services. Most of these children are being educated in programs within the district where they are able to be part of their school community. It is important to recognize that special education continues to evolve in terms of the complexity of students we serve.

Appendix: State Indicators of Special Education Performance

Measures of Special Education Performance: Massachusetts State Performance Plan (MA SPP):

Developed in accordance with 20 U.S.C. 1416(b)(1), the MA SPP responds directly to the 20 indicators identified by the Office of Special Education Programs (OSEP), and includes baseline data, targets, and improvement activities for each indicator. These data are available on the DESE website.

http://profiles.doe.mass.edu/gis/sped_map.aspx?orgcode=07120000&

Indicator 1 - Graduation Rate

Data reported in the State Performance Plan and Annual Performance Report reflect a one year data lag in reporting. OSEP now requires that special education reporting for Indicator 1 be calculated with a denominator that includes all students with disabilities who left high school. 'Left high school' is defined as: (a) Receiving a diploma; (b) Dropping out; (c) Receiving a certificate; (d) Reaching maximum age.

For the 2019-20 school year, the state target for the Graduation Rate for Students with IEPs is 76.33%.

Reported	Total number left high school 2020	# of Students Graduated with High School Diploma	District Rate	State Rate
Students with IEPs	14	12	85.7%	80.4%

Special Education data are suppressed for enrollment counts fewer than 6.

Indicator 2 - Dropout Rate

Data reported in the State Performance Plan and Annual Performance Report reflect a one year data lag in reporting. OSEP now requires that special education reporting for Indicator 2 be calculated with a denominator that includes all students with disabilities who left high school. "Left high school" is defined as: (a) Receiving a diploma; (b) Dropping out; (c) Receiving a certificate; (d) Reaching maximum age.

For the 2019-20 school year, the state target for the Dropout Rate for Students with IEPs is 13.97%

Reported	Total number left high school 2020	# Dropout	District Rate	State Rate
Students with IEPs	14	1	7.1%	10.4%

Indicator 3 - Participation and Performance of Students with IEPs on Statewide Assessments (MCAS)

- **Indicator 3A - % of Districts Meeting Accountability Targets for Disability Subgroup**

Consistent with the waiver of certain requirements of the No Child Left Behind (NCLB) Act granted to Massachusetts by the U.S. Department of Education in 2011-2012, Massachusetts no longer reports Adequate Yearly Progress (AYP). Rather, Massachusetts reports district and school progress toward narrowing proficiency gaps using a new 100-point Progress and Performance Index (PPI).

For 2015-16, the state target for Indicator 3A is 75% of reporting districts to meet their cumulative PPI target of 75 or higher. The district rate for FFY2015 is 100%.

District-level accountability data for the Special Education subgroup is available at:

[District Level Accountability](#)

- **Indicator 3B – Participation Rate for Students with IEPs on MCAS**

For 2015-16, the state target for the Participation Rate for Students with IEPs on MCAS is %.

District-level data on the participation rate of students with IEPs on MCAS is available at:

[Participation Rate on MCAS](#)

Indicator 3C – Proficiency Rate for Students with IEPs on MCAS

*For 2015-16, the state target for the Proficiency Rate for Students with IEPs on MCAS in **English/Language Arts** is % and the target in **Mathematics** is %.*

District-level data on the performance of students with IEPs on MCAS is available at:

[District Performance on MCAS](#)

Indicator 4 - Suspension/Expulsion for Students with IEPs

In all years, the state target for Suspension/Expulsion is 0%.

Indicator 4A: *Significant discrepancy in the rate of suspensions and expulsions of greater than ten days in a school year for children with IEPs. Massachusetts' definition for 'significant discrepancy' is five times the state rate for two consecutive years.*

Reported	Special Education			
	FY2018	FY2019	FY2020	FY2021
# of Students	315	295	298	316
# of Students Suspended for Greater than 10 days	1	3	0	2
District Rate	0.3%	1.0%	0.0%	0.6%
State Rate	0.6%	0.6%	0.6%	0.4%
State Target	0	0	0	0

Indicator 4B: Significant discrepancy (a) by race or ethnicity, in the rate of suspensions and expulsions of greater than ten days in a school year for children with IEPs; and (b) policies, procedures or practices (PPPs) that contribute to the significant discrepancy and do not comply with requirements relating to the development and implementation of IEPs, the use of positive behavioral interventions and supports, and procedural safeguards. Massachusetts identifies a district as having a significant discrepancy, by race or ethnicity, in the rates of suspensions and expulsions of greater than 10 days in a school year of children with IEPs rates if, for three consecutive years, the district's suspension rate for students with disabilities in a particular race or ethnicity has been five times the state suspension rate for students with disabilities.

Indicator 4B: Significant Discrepancy by Race or Ethnicity in Rates of Suspension and Expulsion		
District	1) Significant discrepancy by race or ethnicity	2) Noncompliant PPPs that contribute to significant discrepancy
Monomoy Regional School District	No	No

Indicator 5 - Educational Environments for students Kindergarten – Age 21 with IEPs.

Previously, Indicator 5 calculated education environments for students with disabilities ages 6 through 21-year-olds. For FFY2020, OSEP updated the Indicator 5 measurement requirements to also include 5-year-olds in Kindergarten (and remove these students from the Indicator 6 calculation). As a result, DESE established a new baseline year, FFY2020, and new targets.

For FFY2020, the new state target for % of Students with IEPs served in Full Inclusion is 65.49%, the target for % of Students with IEPs served in Substantially Separate placements is 13.32%, and the target for % of Students with IEPs served in Separate Schools, Residential Facilities, or Homebound/Hospital placements is 6.44%.

	Enrollment	District Rate	State Rate	State Target
Enrolled students with IEPs	278	--	--	NA
Full Inclusion (inside the general education classroom 80% or more of the day)	185	66.5%	66.2%	65.5%
Partial Inclusion (inside the general education classroom 40%-79% of the day)	60	21.6%	13.7%	NA
Substantially Separate (inside the general education classroom less than 40% of the day)	25	9.0%	13.5%	13.3%
Separate Schools, Residential Facilities, or Homebound/Hospital placements (does not include parentally-placed private school students with disabilities)	8	2.9%	6.5%	6.4%

Indicator 6 - Educational Environments for Students Aged 3 - 5 with IEPs

In 2020-21, the state target for the percent of students receiving a majority of their special education and related services in an inclusive early childhood program is 52.31%. The state target for the percentage of students attending a separate special education class, separate school, or residential facility is 19.36%. The state target range for students receiving special education and related services in the home is 0.11%-0.13%. Included in the table below is additional information about students receiving special education services outside of the inclusive early childhood program that they attend and students that receive services at a service provider location.

	Enrollment	District Rate	State Rate	State Target
Students ages 3-5 with IEPs	24	7.9%	--	NA
Full Inclusion (Students receiving >50% of their special education and related services in an inclusive early childhood program)(Indicator 6A)	14	58.3%	52.3%	52.3%
Partial Inclusion (Students receiving 0-50% of their special education and related services in an inclusive early childhood program)	8	33.3%	16.1%	NA
Substantially Separate (Students attending a separate special education class, separate school, or residential facility) (Indicator 6B)	0	0.0%	19.4%	19.4%
Students receiving special education and related services in the home (Indicator 6C)	0	0.0%	0.1%	0.11% - 0.13%
Students not attending an early childhood program and receiving special education and related services at a service provider location	2	8.3%	12.0%	NA

Indicator 8 - Parent Involvement *

For 2020-21, the state target for Parent Involvement is 89%.

This indicator measures the % of parents with a child receiving special education services who report that school facilitated parent involvement as a means of improving services and results for students with IEPs.

For information on the data collection and reporting schedule, please see the [Memorandum on the Updated Data Collection Schedule and District Cohort Assignments for the Massachusetts State Performance Plan for Special Education \(MA SPP\) Activities](#).

Surveys Period	Data Avail		# Surveys Issued	Surveys Returned		# Surveys Meeting Standard	% Surveys Meeting Standard
Data Available	Spring 2018	District Rate	295	60	20.3%	49	81.7%
		State Rate	37904	2670	7.0%	2158	80.8%

A survey is considered to have met the standard if the parent completing the survey was in agreement with more than 50% of the survey items.

Indicator 9 - Disproportionality in Special Education

In all years, the state target for disproportionality in special education is 0%.

This indicator measures the % of districts showing a disproportionate over-representation of students from racial/ethnic groups in special education that was the result of inappropriate identification. Districts are "flagged" for further review if, for three consecutive years, the district exhibits a weighted risk ratio of 3.0 or greater. Flagged districts are then subject to review of the appropriateness of their policies, practices, and procedures for special education eligibility determination and disability identification. If inappropriate policies, practices, and procedures likely caused the disproportionate representation, then the district is deemed to have disproportionate representation due to inappropriate identification.

	Disproportionate Over-Representation in Special Education	Disproportionality Due to Inappropriate Identification
District	No	No

Indicator 10 - Disproportionality in Specific Disability Categories

In all years, the state target for disproportionality in special education is 0%.

This indicator measures the % of districts showing a disproportionate over-representation of students from racial/ethnic groups in specific disability categories that was the result of inappropriate identification. Districts are "flagged" for further review if, for three consecutive years, the district exhibits a weighted risk ratio of 4.0 or greater. Flagged districts are then subject to review of the appropriateness of their policies, practices, and procedures for special education eligibility determination and disability identification. If inappropriate policies, practices, and procedures likely caused the disproportionate representation in specific disability categories, then the district is deemed to have disproportionate representation due to inappropriate identification.

	Disproportionate Over-Representation in Specific Disability Categories	Disproportionality Due to Inappropriate Identification
District	No	No

Indicator 13 - Secondary Transition*

In all years, the state target for Secondary Transition is 100%.

This indicator measures the % of youth with IEPs aged 16 and above with an IEP that includes appropriate measurable postsecondary goals that are annually updated and based upon an age appropriate transition assessment, transition services, including courses of study, that will reasonably enable the student to meet those postsecondary goals, and annual IEP goals related to the student's transition services needs. There also must be evidence that the student was invited to the IEP Team meeting where transition services are to be discussed and evidence that, if appropriate, a representative of any participating agency that is likely to be responsible for providing or paying for transition services, including, if appropriate, pre-employment transition services, was invited to the IEP Team meeting with the prior consent of the parent or student who has reached the age of majority.

For information on the data collection and reporting schedule, please see the [Memorandum on the Updated Data Collection Schedule and District Cohort Assignments for the Massachusetts State Performance Plan for Special Education \(MA SPP\) Activities..](#)

	Special Education
School Year Reviewed	2018-19
# of Student Records Reviewed	41
# of Student Records in Compliance with the Requirements of Indicator 13	41
District Rate	100.0%
State Rate	97.0%
State Target	100.0%

Indicator 14 - Post-School Outcomes for Students with IEPs*

This indicator measures the % of students with IEPs who exited high school during the 2019-20 school year and self-reported post-school engagement in education or employment one year after leaving high school. Engagement is defined through three measurements:

- *Measurement A: Enrolled in higher education within one year of leaving high school. (see #1 below)*
- *Measurement B: Enrolled in higher education or competitively employed within one year of leaving high school. (see #1 + #2 below)*
- *Measurement C: Enrolled in higher education, or in some other postsecondary education or training program; or competitively employed, or in some other employment within one year of leaving high school. (see #1 + #2 + #3 + #4 below)*

Measurements are cumulative with measurement C reflecting the total number of exiters engaged in a post-secondary activity one year after leaving high school.

For the 2020-21 school year, state targets for the three measurements of Post-School Outcomes are Measurement A: 40.00%%; Measurement B: 73.00%%; and Measurement C: 79.00%%.

The data used to calculate the measurement above:

Survey and Reporting School Year: 2019-20	Special Education Students
Total # of exiters who responded to the survey	6
#1. Number of respondents who are enrolled in higher education	3
#2. Number of respondents who are competitively employed (but not in category 1)	3
#3. Number of respondents who are enrolled in some other post-secondary education (but not in categories 1 or 2)	0
#4. Number of respondents who are in some other employment (but not in categories 1, 2 or 3)	0

	A. Enrolled in higher ed.	B. Enrolled in higher ed. or competitively employed	C. Enrolled in higher ed., in some other postsecondary ed., competitively employed, or some other employment
District Rate	50% (3 students)	100% (6 students)	100% (6 students)
State Rate	34.8%	56.6%	62.4%
State Target	50.40%	79.80%	87.50%



Department of Student Services 2023-2024 Budget Presentation February 2, 2023



“Our special education costs
are **visible**, but our students
with disabilities are often
invisible”



- Enrollment
- Circuit Breaker Reimbursement
- Out of District
- Mitigating Costs
- Transportation
- Extended Year Services
- Contracted Services
- Operational Costs
- Grants
- Future Considerations
- Conclusion



Responsibility

Provide every
student with
disabilities with a
free,
appropriate public
education (FAPE)
within the least
restrictive
environment (LRE)
from ages 3 to 22

State Reporting Based on October 1, 2022 Enrollment

	2019/2020	2020/2021	2021/2022	2022/2023
# of students receiving special education	306	288	301	315
District % of students receiving special education	16.7	16.9	17.6	18.4
State % of students receiving special education	18.4	18.7	18.9	19.4

* Based on current data (January 2023), there are **319** students who are considered to be receiving special education services

October 1 enrollment VS January enrollment

315

319

- * Does not Include students who have been referred for an evaluation (currently 26)
 - * Highest referrals after Winter break and February break
 - * Not all students will be found eligible
- * Some students will terminate from special education (currently 7)

THIS NUMBER IS FLUID ALL YEAR LONG

- CHILDREN TURNING 3
 - Move-in
- School Choice (currently 55)

Example of enrollment Fluctuations

Current Referrals for evaluation	26
Students who have been evaluated since September 2017	33
Students who have exited special education services to date	7



“We’re All In This Together.”

OUR AMAZING PROGRAMS





SHELLS





Circuit Breaker

FY	Students Claimed	Claim Amount	Foundation	Net Claim	Reimbursement
19	13	\$873,860	\$573,378	\$300,482	\$225,362
20	7	\$785,168	\$320,544	\$464,624	\$348,466
21	14	\$1,420,134	\$652,752	\$767,382	\$575,537
22	11	1,414,074	\$607,152	803,487	\$608,239
23	14	\$1,361,762	\$663,082	\$608,066	\$524,011

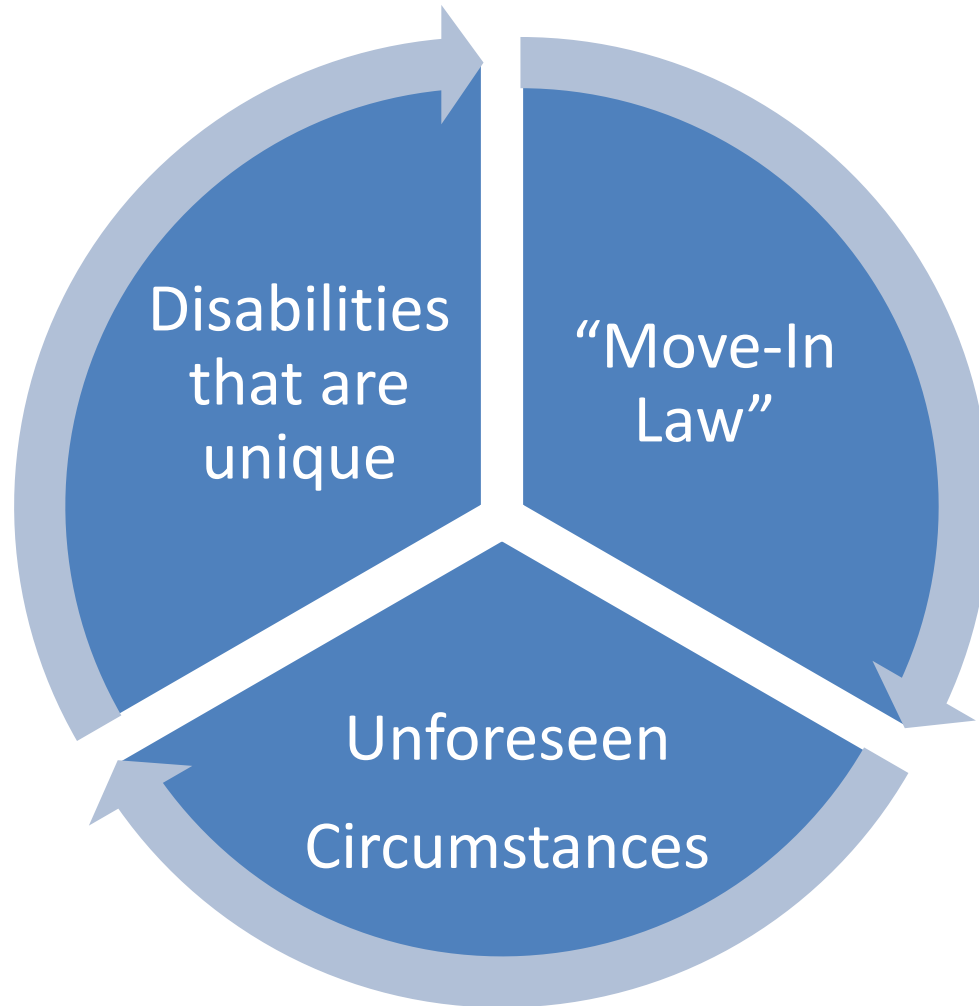
All claims have been reimbursed at 75%

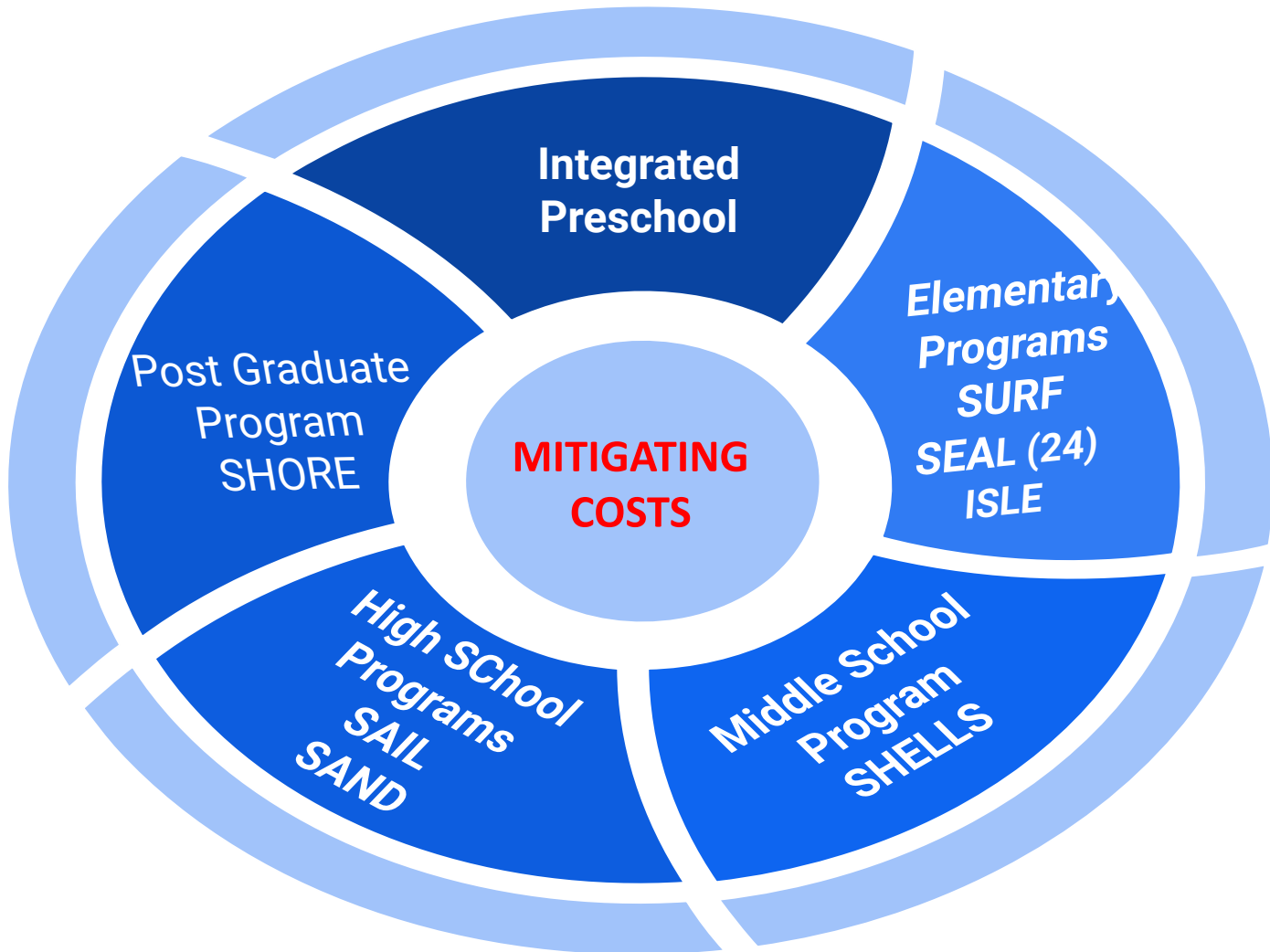
Out of District - OOD

Grade	# of students FY 19-20	# of students FY 20-21	# of students FY 21-22	# of students FY 22-23	# of students projected 23-24
Elementary	4	3	5	4	
Middle School	5	2	1	1	
High School	4	7	8	7	
Post-Graduation	3	2	1	1	
Total	16	14	14	13	6-8

- **2 students potentially exiting programs**

OOD Considerations





Potential Cost Savings

	Elementary	Middle	High	Post Grad
Lowest OOD Tuition	\$47,597	\$47,597	\$47,597	\$47,597
# of students currently	15	11	9	9
Potential cost	\$713,955	\$523,567	\$428,373	\$428,373
District Cost using the highest salary	2 teachers 12 Assistants \$520,00	1 Teacher 6 Assistants \$260,000	1 Teacher 4 Assistants \$200,000	1 Teacher 4 Assistants \$200,000
Difference	\$193,955	\$263,567	\$228,373	\$228,373

TOTAL OOD COST **\$2,094,268**
District COST **\$1,180,000**
Difference **\$ 914,268**

Transportation

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budgeted	FY24 Projected
OOD Transportation	\$468,456	\$355,977	\$370,825	\$332,566	\$401,546	\$533,843
Amount Allocated to Grant	\$73,324	\$72,222	\$72,207	\$74,470	\$75,000	\$75,000





Extended Year Services (EYS)

- Required to prevent substantial regression
- Provides continuity of services for intensive special needs.

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budgeted	FY24 Projected
EYS	\$114,987	\$99,986	\$98,501	\$79,262	\$126,750	\$110,000

- Needs change each year depending on the number of students that qualify

Contracted Services

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budgeted	FY24 Projected
Medical/Therapeutic Services	\$74,520	\$89,679	\$97,523	\$101,460	\$88,343	\$54,000

Needs may vary from year to year - Current Services

Orientation and Mobility, Teacher of the Visually Impaired, Vision Specialists, home based services, Psychologist, BCBA (Board Certified Behavior Analyst) Consultant, translators/interpreters, and tutors for students who are in the hospital or at home.

Operational Costs

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 budgeted	FY24 projected
Legal Fees	\$5,159	\$12,719	\$13,306	\$7,225	\$12,000	\$12,000
Testing supplies	\$10,439	\$9,817	\$9,558	\$14,2047	\$13,000	\$13,000
Instructional Materials, Equipment and Technology	\$11,790	\$14,529	\$17,464	\$31,955	\$15,325	\$15,725
Professional Development	\$3,845	\$2,605	\$2,473	\$950	\$7,050	\$6,000

Entitlement Grants

Grant	Purpose	FY21 Amount	FY22 Amount
Federal IDEA	Provide eligible students with a free and appropriate public education	\$515,334	\$525,192
American Rescue Plan (ARP) — Individuals with Disabilities Education Act (IDEA)	Supplemental funding in section 2014(a) to serve students with disabilities due to COVID	\$102,624	\$0 2 year grant
Early Childhood	Supports preschool activities	\$12,592	\$13,252
American Rescue Plan (ARP) Individuals with Disabilities Education (IDEA) Early Childhood Grant	Supplemental funding in section 2014(a) to serve students with disabilities due to COVID	\$9,127	\$0 2 year grant
Total		\$639,677	\$538,444

Overall Staffing

DISTRICT

Director of Student Services	1.0
Physical Therapist serves all four schools	.6
Mental Health Coordinator	1.0
BCBA (Board Certified Behavior Analyst) Consultant (currently funded through grants)	25 hours weekly
Out of District Coordinator	.2
Float Nurses	2.0

	Team Chair	Teachers	Clinical	IA's	OT	Nurses	Speech
CES	.5	2.5	1	8	.5	1	.5
HES	1.5 (.5 prk)	8	2	31	.5	1	2
MRMS	1	9	4	19	.5	1	1
MRH	1	9	3 4 Guidance	18	.5	1.8	1

Budget Analysis (2021 available)

Cape Cod Districts	% of Budget	Comparable Districts % of Budget	% of Budget
Nantucket	17	Southwick-Tolland-Granville	16
Falmouth	18	Regional	17
Mashpee	18	Nantucket	17
Monomoy	19	Fairhaven	18
Bourne	19	Mashpee	19
Nauset	19	Monomoy	23
Barnstable	20	Millbury	24
Orleans	20	Winthrop	25
Sandwich	20	Northbridge	25
Truro	21	Leicester	26
Marthas Vineyard	21	Abington	26
Dennis-Yarmouth	23	Ludlow	
Wellfleet	24		
Eastham	25		
Brewster	26		

FUTURE CONSIDERATIONS

Budget need	Budget implication																		
Preschool classroom - HES	1.0 at HES Budgeted																		
Chatham Elementary Currently there is a .5 special education teacher we would like to increase to 1.0 to support a new program for intensive special needs	.5 at CES Budgeted																		
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MRHS	34	Tory																	
Total	168																		
.5 to support requirements for the Nurse Leader	.5 grant to offset \$30,000																		
Mental Health Coordinator - concerned about 2025	1.0 supported through ESSR																		
BCBA - current \$120,000 for 25 hours - need 1.0	\$70,000 to \$80,000 Not Budgeted																		
Maintain Counselor at HS and HES currently funded through ESSR	2025 need																		
Intensive PLC IL	stipend not Budgeted																		

Strengths:

Strong programs

Low Out of District enrollment

Effective use of consultants



**SPECIAL
EDUCATION**

Consideration:

**Continue to Strengthen the
infrastructure to ensure efficient
and effective implementation of
special education programs**

Thank You



Learning Knows No Bounds

Note: A summary of and a 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.

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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

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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

<p>(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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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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.

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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.

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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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- 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

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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

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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.

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).

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

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

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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.

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.

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:

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

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

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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.

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.

- 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

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- 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).~~

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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

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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,

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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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- ~~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.~~

<p>5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.</p> <p>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.</p> <p>7. The power to appoint a regional School Building Committee.</p> <p>8. The power to develop and adopt a strategic plan for the Regional School District.</p> <p>9. The power to appoint subcommittees.</p> <p>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:</p> <p>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.</p> <p>2. Program offerings will remain substantially the same.</p>	<p>5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.</p> <p>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.</p> <p>7. The power to appoint a regional School Building Committee.</p> <p>8. The power to develop and adopt a strategic plan for the Regional School District.</p> <p>9. The power to appoint subcommittees.</p> <p>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:</p> <p>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.</p> <p>2. Program offerings will remain substantially the same.</p>
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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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Dated this 25th day of May 2022.		Dated this ____ day of _____ 2023.	
Chatham Select Board	Harwich Board of Selectmen	Department of Elementary and Secondary Education Commissioner	
Peter Cocolis, Chair	Michael D. MacAskill, Chair	_____ Jeffrey C. Riley, Commissioner	
Shareen Davis, Vice-Chair	Julie Kavanagh, Vice-Chair		
Cory Metters, Clerk	Mary E. Anderson, Clerk	Chatham Select Board	Harwich Select Board
Dean Nicastro, Member	Larry G. Ballantine, Member	Peter Cocolis, Chair	Michael D. MacAskill, Chair
Jeffrey S. Dykens, Member	Donald F. Howell, Member	Cory Metters, Vice-Chair	Mary E. Anderson, Vice-Chair
		Michael Schell, Clerk	Donald F. Howell, Clerk
		Dean Nicastro, Member	Larry G. Ballantine, 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	TBD (C), Member

Summary of and a 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 names. 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 changed 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 added and highlighted in yellow and ~~strikethrough~~ on the word 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.” - right calculation, 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 changed 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 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 SCHOOL COMMITTEE

- A. Name and Composition. The District shall be named Monomoy Regional School District. The Monomoy Regional 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 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, 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.

- D. Length 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. Vacancies. Any vacancy occurring on the Monomoy Regional School Committee for any cause shall be filled by the local Select Board and the remaining Monomoy Regional 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 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.
- F. Organization. At the first scheduled meeting of the Monomoy Regional School Committee after the annual election of all member towns, the Monomoy Regional 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 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.

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.

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 Monomoy Regional School Committee, a simple majority vote (i.e., no fewer than 3.5 of 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 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 School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. 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 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 School Committee shall elect a Secretary who may or may not be a member of the Monomoy Regional School Committee's membership.
- F. The Monomoy Regional School Committee shall appoint a Treasurer who shall not be a member of the Monomoy Regional School Committee.
- G. Any action voted by the Monomoy Regional 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 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

- A. The Monomoy 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 Monomoy Regional School Committee, as established consistent with Section I (Membership of the Monomoy Regional 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 Monomoy 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.
- 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 Monomoy Regional 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.

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. 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 School Committee.
- C. Each member town shall retain ownership of its elementary school buildings and grounds 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 School Committee. The leases shall contain provisions for an extension of up to 20 years at the option of the Monomoy Regional 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 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 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 School Committee the land and buildings (at the option of the Committee) known as Chatham Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the Monomoy Regional Middle School. The terms expressed in paragraph V, C shall apply equally to this paragraph.
- E. The Town of Harwich, shall lease to the Monomoy Regional School Committee the land and/or buildings (at the option of the Committee) known as Harwich Elementary School. The terms expressed in paragraph V, C shall apply equally to this paragraph.
- F. At whatever point in time that land and/or buildings that are leased by a member town to the Monomoy Regional School Committee ceases to be needed by the District, the Monomoy Regional 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 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 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 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 School Committee shall complete its proposed budget for the ensuing year. The Monomoy Regional 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 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 Select Board of any member town, the Monomoy Regional 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.
3. Consistent with G.L. chapter 71, section 16B the Monomoy Regional 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 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 Monomoy Regional 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.

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).
 - 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

- 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 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 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.

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

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.

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.
- 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.

Section XIII. ANNUAL REPORT

The Monomoy Regional 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 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 Monomoy Regional 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 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. 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 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 School Committee will commence on July 1, 2012.

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.

DRAFT

Dated this ____day of _____ 2023.

Department of Elementary and Secondary Education Commissioner

Jeffrey C. Riley, Commissioner

Chatham Select Board

Peter Cocolis, Chair

Cory Metters, Vice-Chair

Michael Schell, Clerk

Dean Nicastro, Member

Shareen Davis, Member

Harwich Select Board

Michael D. MacAskill, Chair

Mary E. Anderson, Vice-Chair

Donald F. Howell, Clerk

Larry G. Ballantine, Member

Julie Kavanagh, Member

Monomoy Regional School Committee

Jackie Zibrat-Long (C), Chair	Meredith Henderson (H), Vice-Chair
Tina Games (H), Member	Betty Gray (C), Member
Terry Russell (H), Member	Jessica Rogers (C), Member
Sharon Stout (H), Member	TBD (C), Member

Request for New Student Activity Account

Today's Date: 1/25/23

School: MRHS

Name of Club/Activity: SAIL Cafe

Advisor(s) Name: Katherine Clark

Mission/Purpose of Club: The purpose of the SAIL Cafe is to build upon vocational and functional academic skills for students within the SAIL program.

How you intend to raise funds: We intend to raise funds by selling coffee, tea, and hot chocolate to MRHS Faculty.

How do you intend to use funds: We will use the funds to create life experiences for the students in the program, including ordering food, dining at local restaurants, and by replenishing our supplies.



International Travel Program Proposal

Monomoy / Mr. Smeltzer

Your partner in

travel-based learning

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

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

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

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

What's contained in this document

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

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

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Safety

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

***For specific information on EF's response to COVID-19, visit [eftours.com/covid](https://www.eftours.com/covid)**

Worldwide presence

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

24/7 emergency support

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

Your team

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

Operations Safety & Incident Response

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

Emergency Services & Support Team

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

Tour Director – Assigned exclusively to your tour for the length of the stay at your destination, your Tour Director meets your group at the airport and travels with you until your departure. All Tour Directors undergo a background check as permissible by local law every two years and are required to participate in ongoing EF safety trainings. They're the first point of contact in an emergency and also communicate information to help travelers stay safe in a foreign destination. Tour Directors assist

Group Leaders with hotel check-ins, coordinate meals, facilitate excursions with local guides, and much more. They're also culturally connected and expertly trained to support impactful learning experiences.

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

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

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

Protection for travelers, schools, and districts

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

General liability insurance

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

Flexibility to change tours

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

Peace of Mind

Provided to all groups

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

COVID Care Promise

Provided to all groups

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

Protection for individual travelers

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

Global Travel Protection Plan

Available to all travelers

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

Global Travel Protection Plan Plus

Available to all travelers

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

Background checks for adult travelers

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

Affordability

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

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

Resources for managing cost and payments

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

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

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

Educational value

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

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

To learn more about EF's educational philosophy, visit

<https://www.eftours.com/our-story/educational-approach>

EF is an accredited institution

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



Earning credit for new experiences

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

- Students in grades 6 - 12 can earn .5 elective high school credit by successfully completing the final project as part of EF's Personalized Learning Guide. Tuition is free.
- Students in grades 9 - 12 can earn 3.0 undergraduate credits, along with the confidence that comes with taking a college course, by completing a series of assignments and a final research project with our partner, Southern New Hampshire University—all for just \$215.

- Educators traveling on student tours may earn up to 45 free hours toward relicensure OR 3 or 6 graduate level credits (\$285/\$450) through Southern New Hampshire University.

Itinerary specifics

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

Price of the proposed tour

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

Valid Today	
STUDENTS	ADULTS
\$3,379	\$3,899
or \$274/Month	or \$317/Month
TOUR INCLUDES:	
Program Price	\$3,289
Global Travel Protection [US Fire]	\$190
Early Enrollment Discount	(\$100)

Full proposed travel date range: February 15th-26th

Requested travel dates: February 17th-24th



Sample hotels

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

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

Venice | Foresteria Ca' del Moro

<http://www.cadelmorovenice.com/>

With a structure spread over three buildings, including a sports complex area equipped with tennis courts, a swimming pool, and soccer fields, Foresteria Ca' del Moro brings diverse experiences to travelers on the beautiful island of Lido. From Foresteria Ca' del Moro, wanderers can take a bus and ferry to Venice and visit Piazza San Marco or travel by gondolas around the charming island.

Florence | Hotel Ricasoli

<https://www.hotelricasoli.it/en/index>

Once home to the aristocrat family Ricasoli in 16th century Florence, this hotel boasts beautiful stonework and arcades for a true Italian feel. Each room is decorated in an airy, minimalist style, putting rest and relaxation front and center. A quick 15-minute walk to the famous Cathedral de Santa Maria del Fiore, guests have Florentine life at their doorstep.

Sample meals

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

On tour, breakfast generally is simple and will be at the hotel; it could be plated or buffet-style. **Lunch** typically is your chance to make culinary discoveries of your own. **Dinners** will be a mix of familiar dishes and local specialties. All meals will be a mix of familiar dishes and local specialties all served from a pre-set group menu.



How I can help with next steps

My name is Meg Meropol and I am Monomoy's dedicated Tour Consultant. That means I'll be working with Mr. Smeltzer every step of the way to make sure everything is perfectly planned.

I hope this overview has given you the information you need to feel confident in EF as an educational travel provider. Should you have any questions or need any additional information, please don't hesitate to reach out to me directly. EF is excited to partner with your school to bring this life-changing experiential learning opportunity to your students.

Sincerely,
Meg Meropol
Regional Sales Manager
6172497106
meg.meropol@ef.com

“I am now more confident than ever in the safety and experiences of my students after working with EF on this trip. As a leader, I am committed to ensuring a global mindset throughout my district and student/teacher travel.”

Angela M., Administrator, Brunswick, ME

“I advocate for travel because the world is vast and diverse. If we want to truly understand our neighbors in other states or countries, we must reach out and meet them where they live. Travel provides a glimpse into another world that our students may have Googled or watched on a device, but living it with the smells, food, smiles, and various challenges teaches flexibility, tolerance, understanding, and empathy.”

- Chuck C., Group Leader, Central, SC

From a single tour to a whole program

A single tour can open up endless possibilities for a small group of students. Our goal at EF is to bring that experience to as many students as possible, including the broadest collection of students at your school. By progressing from a single tour to a consistent travel program, you'll not only build a culture of exploration, but you'll provide the opportunity of travel to even more students. We can work directly with you and your staff to establish a framework for your travel program that's tailored specifically to your school's needs and goals.

