

AGENDA

B. Adjournment to Executive Session Roll Call Vote to adjourn to Executive session pursuant to G.L. c. 30A, sec. 21(a)(3) to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares it.
Regular Open Session to resume at approximately 6:30 PM.

i. April 11, 2024 ii. April 25, 2024

i. Recognition of Service	
ii. Architectural House Doctor Contract	Potential Vote
iii. First Reading of Policy Files: IJNDC - Technology Acceptable Use; KDC - Community Use of Digital Resources; KDCB - District Website & Social Media	
iv. Donation from Harwich Elementary School to the Enaikishomi School	

- i. Legislative Liaison Report: MASC Rural Schools
- ii. Negotiations Subcommittee: Reporting out from Executive Session

- i. Recognition of Donations, Grants, and other Acknowledgments
- ii. Reporting out: Harwich Town Meeting

i.	Second Reading: Superintendent Summative Evaluation	
ii.	Architectural House Doctor Contract	Potential Vote
iii.	Approval of prior year (FY24) Invoice	

J. Adjourn

Leah Tambolleo
May 7, 2024

Monomoy Regional School District - Monomoy Regional School Committee
Meeting Minutes for Thursday, April 11, 2024 at 6:00 PM
Monomoy Regional High School Library, 75 Oak Street, Harwich, MA 02645

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

Members present: Meredith Henderson, Chair; Betty Gray, Vice-Chair; Tina Games; Ryan Clarke; Terry Russell; Jackie Zibrat-Long

Members not Present: Scotti Finnegan; Jessica Rogers

Administrators present: Dr. Scott Carpenter, Superintendent; Dr. Robin Millen, Michael MacMillan, Joy Jordan

A. Call to Order The meeting was called to order at 6:01 PM by Chair Meredith Henderson.

B. Adjournment to Executive Session Roll Call Vote to adjourn to Executive session pursuant to G.L. c. 30A, sec. 21(a)(3) to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares it.

MOTION: Tina moved to adjourn to Executive Session, seconded by Ryan Clarke.

ROLL CALL VOTE: Ryan Clarke: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Terry Russell: aye; Betty Gray: aye; Meredith Henderson: aye.

UNANIMOUS the meeting adjourns to Executive Session at 6:01 PM.

Regular Open Session resumes at 6:33 PM.

C. MRHS Student Representative

MRHS student representative Talia Perez shared an update of events at the HS since her last report in February. Some highlights included the spring musical performances of Beauty and the Beast, the Pops Concert, and the Jazz Festival, currently being held in the auditorium. She also reported on the Senior Prom, the prom after-party and thanked all those who attended and contributed on putting the event together for their hard work. Miss Perez continued in her report to include spring sports, the Harlem Wizards fundraiser and the MRHS Wellness Fair. Concluding her report, Miss Perez noted upcoming events such as Senior Arts Night and the Spring Concert (both in May) and lastly, graduation on June 1st.

D. Approval of Minutes: March 27, 2024 MRSC Meeting

MOTION: Tina Games moved to approve the meeting minutes from the March 27, 2024 MRSC meeting, seconded by Betty Gray.

The motion passes with 5 ayes and Jackie Zibrat-Long abstaining from the vote.

E. Public Comment: None

F. Reports and Discussions

i. Transportation Bid

MRSD Business Manager Michael MacMillan presented the school committee with his recommendation for district transportation services with the following information:

The District issued an Invitation for Bids for student transportation services to begin in the 2024/25 school

year for three years with two further optional years. The Cape Cod Collaborative, the current provider, submitted a proposal which represents the best value for money for the district.*

Monomoy Regional School District first entered into a Memorandum of Agreement (MOA) with the Cape Cod Collaborative for the provision of transportation services beginning in September 2019. This was approved by the School Committee in January 2019. The MoA had an initial term of three years and was extended for a further two years by a vote of the School Committee in March 2022.

The MOA with the Collaborative expires at the end of the FY24 school year. Although an agreement with a Collaborative is exempt from public procurement law, the District decided to carry out an Invitation for Bids to ensure that the agreement with the Collaborative presented the best value for money for the district.

The District received two bids through this procurement process, in addition to a proposal from the Cape Cod Collaborative. The summary of bids is provided below. The Collaborative proposal was the lowest cost for the district, although the margin between the Collaborative and the lowest bidder was relatively small.

Vendor Three Year Total:

Lucini Bus \$5,261,820

Cape Destinations \$4,612,443

Cape Cod Collaborative \$4,456,923

The outcome of this process suggests that there is not a financial reason for the District to change transportation providers.

After much discussion, committee members felt they needed more time to review the information and asked to move the vote to the next meeting.

ii. Superintendent Goals: Reflection & Self-Assessment

Dr. Carpenter shared his goals and noted the progress towards each, of which there were two professional practice goals, two student learning goals, and three district improvement goals. He also thanked his administrative team who helped him in his stead this year as he recovers from his injury. Ms. Games then spoke about the process and timeline for completing Dr. Carpenter's evaluation noting April 25th as the first reading of the summative evaluation and May 9th for the second reading and approval vote.

iii. Public Safety and School District Drills (March 30, 2024)

Ryan Clarke reported that on Saturday, March 30, 2024 first responders and local safety officials held a public safety training at the Monomoy Regional High School and thanked all those in attendance for their participation.

iv. Chatham Elementary School Student Activity Account Transfer

The Chatham Elementary School Yearbook activity fund has a balance of \$2,888.79 although no yearbook project has been run for several years. The school has organized a field day and would like to transfer Yearbook funds to the Lighthouse fund to be able to purchase supplies for the field day to benefit all students. The school proposes to leave a balance of \$1,088.79 in the Yearbook activity fund to fund a possible future yearbook project.

MOTION: Jackie Zibrat-Long moved that the amount of one thousand, eight hundred dollars (\$1,800) be transferred from the Chatham Elementary School Yearbook student activity fund to the Chatham Elementary School Lighthouse student activity fund. The motion was seconded by Betty Gray.

UNANIMOUS the motion passes.

G. Subcommittee, Representative, Liaison Reports

i. Negotiations Subcommittee - reporting out

On behalf of the Negotiations Subcommittee, Meredith Henderson reported that the collective bargaining process continues to move forward.

ii. Superintendent Evaluation: Summative Evaluation Process and Timeline (please see Fii)

iii. Policy Subcommittee

On behalf of the Policy Subcommittee, Betty Gray reported that the group had met and reviewed the language questioned in the updated travel policies at the March 27, 2024 MRSC meeting. The group also discussed their schedule for reviewing policies in the upcoming year.

H. Superintendent's Report

i. Recognition of Donations, Grants, and other Acknowledgments

Dr. Carpenter reported out on the advisory the town of Harwich issued related to the water quality. Both Harwich Elementary and the High School made adjustments to make sure that no tap water was used for drinking or cooking and secured bottled water for students/staff at both locations.

Dr Carpenter also shared the following recognitions:

MRHS teacher Lizzie Sheptyck has been awarded the William Spratt Award for Excellence in Teaching Secondary Social Studies from the Massachusetts Council for Social Studies. She will be presented with her award in May at the MCSS Awards Ceremony.

We thank the Garden Club Of Hyannis for their mini-grant in the amount of \$500.00 to the MRHS Climate Action Club to be used towards educational programs.

Last weekend at the MTA ESP Conference in Falmouth, HES IA Cindy Gushee was recognized for her 6 years of service on the MTA ESP Committee. She was presented with the Statewide ESP Award for her service.

I. Action Items - Vote Required

i. Transportation Bid - No vote taken.

ii. Chatham Elementary School Student Activity Account Transfer

MOTION: Jackie Zibrat-Long moved that the amount of one thousand, eight hundred dollars (\$1,800) be transferred from the Chatham Elementary School Yearbook student activity fund to the Chatham Elementary School Lighthouse student activity fund. The motion was seconded by Betty Gray.

UNANIMOUS the motion passes.

iii. Second Reading of Policy Files: LBC - Relations with Nonpublic Schools; IJOA - Field Trips; IJOA - Athletic Trips; IJOA - Travel Abroad; JJH - Domestic Late Night or Overnight Trips

MOTION: Betty Gray moved to approve the policies as presented in the agenda packets. The motion was seconded by Ryan Clarke

UNANIMOUS the motion passes.

J. Presentation of the Warrants

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

K. Adjourn

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

UNANIMOUS the meeting adjourns at 7:35 PM.

Respectfully Submitted,

Leah Tambolleo
Recording Secretary

Monomoy Regional School District - Monomoy Regional School Committee
Meeting Minutes for Thursday, April 25, 2024 at 5:45 PM
Monomoy Regional High School Library, 75 Oak Street, Harwich, MA 02645

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

Members present: Betty Gray, Vice-Chair; Jessica Rogers; Tina Games; Ryan Clarke; Terry Russell (arriving at 5:48 PM); Jackie Zibrat-Long

Members not Present: Meredith Henderson; Scotti Finnegan

Administrators present: Dr. Scott Carpenter, Superintendent; Dr. Robin Millen, Michael MacMillan, Joy Jordan

A. Call to Order: The meeting was called to order at 5:46 PM by Vice-Chair Betty Gray.

B. Adjournment to Executive Session Roll Call Vote to adjourn to Executive session pursuant to G.L. c. 30A, sec. 21(a)(4) to discuss the deployment of security personnel or devices, or strategies with respect thereto and the chair so declares it.

MOTION: Jackie Zibrat-Long moved to adjourn to Executive Session, seconded by Jessica Rogers.

ROLL CALL VOTE: Ryan Clarke: aye; Jackie Zibrat-Long: aye; Tina Games: aye; Jessica Rogers: aye; Betty Gray: aye.

UNANIMOUS the meeting adjourns to Executive Session at 5:46 PM.

Regular Open Session resumes at 6:35 PM.

C. NSDC Award

MRHS Senior Susannah Brown was presented with the NSDC Award. This award honors students for Academic Growth and Student Leadership in Learning and *'given to high school seniors who have consistently pursued a high level of academic effort, and who have also served as positive role models for the student body. Recipients of the award exemplify admirable character and accomplishment.'*

D. Public Comment: None

E. Reports and Discussions

i. Transportation Bid

In a continued conversation from the April 11, 2024 MRSC meeting, MRSD Business Manager Michael MacMillan provided the school committee with more information related to references, vehicle maintenance and costs, and driver recruitment to support his recommendation to stay with the Cape Cod Collaborative and enter a new 3-year contract (w/a 2-year extended agreement option) with them. School Committee members thanked Mr. MacMillan for his followup and concurred that they saw no real need to move on from a relationship that is already working.

MOTION: Terry Russell moved to approve that the district enter into an agreement with the Cape Cod Collaborative for transportation services for three years, with the option to extend the agreement for up to two additional years. The motion was seconded by Jessica Rogers.

UNANIMOUS the motion passes.

ii. Architectural House Doctor Contract

MRSD Business Manager Michael MacMillan informed the committee that the district had recently issued a Request for Qualifications (RFQ) for design services for a house architect, which would essentially allow the district to have an architect on call for small and large projects over a three year period. The RFQ yielded seven responses from architectural firms and Mr. MacMillan and the Superintendent will begin to review the proposals, check references, meet with prospective contractors and come back to the committee with a recommendation and potential vote. The committee engaged in a robust Q & A with Mr. MacMillan discussing topics like retainer fees - if applicable, contractual obligations, MA procurement laws, criteria, and ease of moving necessary projects along. Although noted as an Action Item, no vote was taken at this time.

iii. Quarter 3 Finance Report

MRSD Business Manager Michael MacMillan remained at the podium to share the financial report of where the district stands as of quarter three. The presentation included information related to annual expenditures and historic trends, expenditures by major account, operations & maintenance, professional development, heating/utilities, HVAC repairs, and substitute expenditures. At the end of his report, Mr. MacMillan asked committee members to vote on budget transfers (please see H.iii.).

i. Superintendent Summative Evaluation: First Reading (presented out of order)

On behalf of the Superintendent Evaluation Subcommittee, Tina Games invited members to share their individual evaluation summaries of Dr. Carpenter. After each member read theirs aloud, Ms. Games read the collective summative evaluation. The committee has also given Dr. Carpenter an overall rating of Proficient, with having met all his goals, for the 23-24 school year. The summative evaluation will be presented at the next meeting on May 9th for a second reading and approval vote.

F. Subcommittee, Representative, Liaison Reports

- i. Superintendent Evaluation** - Ms. Games thanked committee members for their work in getting the evaluations completed and returned in time to draft the summative evaluation.

G. Superintendent's Report

i. Recognition of Donations, Grants, and other Acknowledgments

Dr. Carpenter shared the following recognitions:

Harwich Elementary School was awarded a grant from Doug Flutie Jr. Foundation for Autism to install a Playground Communication Board at the school. In awarding the grant, the foundation noted, "Play is a critical part of children's development. Individuals with autism and other developmental delays commonly experience social deficits, which inhibit their ability to communicate effectively with others. Visual aids support a wide range of learners, including verbal, neuro-typical peers and promote inclusion of people with differing abilities. These communication boards will support individuals in initiating conversations with peers, navigating social situations, and expressing themselves." The Playground Communication Board is in place in the HES playground area and our preschool students are already making great use of it.

Thanks to the Woman's Club of Chatham for their grant:

- of \$345.00 to CES for after school club supplies
- of \$450 to MRMS teacher Catherine Kane to support her 'SeaShore Steward' seminar.
- of \$100 to HES teacher Kathryn Giangregorio to purchase a Cozy Calm-Down Cube and rug for a 'calm down' area in her classroom

Thanks to the Friends of the Chatham Waterways for their grant in the amount of \$415 to cover the cost of transportation and cleaning supplies for the MRMS 5th grade Earth Day trip (April 22nd) to clean LightHouse, Hardings and Cockle Cove beach.

Thanks to the Chatham Marconi Maritime Center for their grant in the amount of \$100 to CES to cover the cost of bus transportation to visit their center.

H. Action Items - Vote Required

i. Transportation Bid

MOTION: Terry Russell moved to approve that the district enter into an agreement with the Cape Cod Collaborative for transportation services for three years, with the option to extend the agreement for up to two additional years. The motion was seconded by Jessica Rogers.

UNANIMOUS the motion passes.

ii. Architectural House Doctor Contract - no vote taken.

iii. Qtr 3 Budget Transfers

MOTION: Jackie Zibrat-Long moved to approve the FY24 quarter three budget transfers as listed in the memorandum provided to the School Committee:

Major account	Account Number	Account Name	Transfer
Professional Development	1000.30.2358.400.184.001.3696	DIST Outside PD Inst Staff Cont Svcs	+\$70,000
Pupil Services	1000.30.3300.440.331.001.1464	DIST Transp Transportation Cont Svcs	-\$450,000
Operations and Maintenance	1000.22.4230.500.900.005.1625	MRHS Maint Of equip Supplies	+\$150,000
	1000.11.4230.500.900.005.1625	MRMS Maint Of equip Supplies	+\$120,000
	1000.22.4230.400.900.005.1624	MRHS Maint Of equip Cont Svcs	+\$110,000

The motion was seconded by Ryan Clarke.

UNANIMOUS the motion passes.

I. Presentation of the Warrants

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

J. Adjourn

MOTION: Terry Russell moved to adjourn the meeting, seconded by Jessica Rogers.

UNANIMOUS the meeting adjourns at 7:34 PM.

Respectfully Submitted,

Leah Tambolleo
Recording Secretary

House Architect Contract

May 2024



What is a House Architect Contract



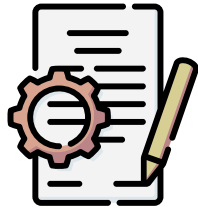
- A house architect program is intended to provide a pool of pre-qualified designers to respond to requests to perform “on-call” or “as-needed” design services to maintain or improve public facilities over the contractual period.
- The awarding authority uses a qualifications-based selection process to choose a designer from the pool for a specific project.
- While there are no set dollar limits for house architect contracts, they are intended and typically used for groups of maintenance and repair projects, studies and master planning, and not for new or otherwise complex construction.

Why should the district consider a house architect contract?



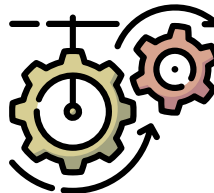
UPCOMING PROJECTS

Press box, MS external lighting, MS auditorium stage lights, and HES RTU replacement



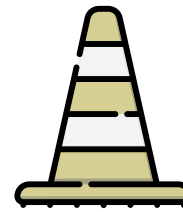
EFFICIENCY

MRSD can choose designers from a short list of 3 pre-qualified.



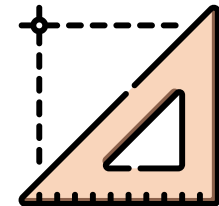
BUILDING RELATIONSHIPS

1-3 firms will build an understanding of the needs and priorities of the districts.



REMOVE OBSTACLES

Help with other challenges facing the district: HVAC costs, attracting vendors onto the cape, and grant applications.

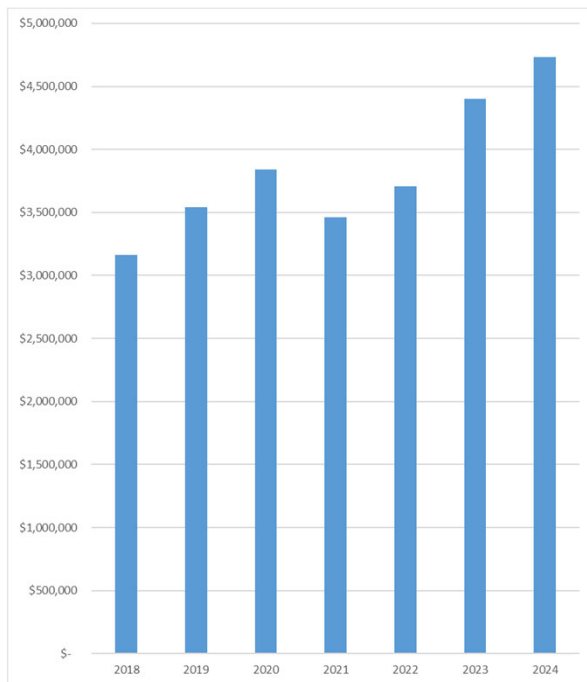


EXPERTIZE

The district will have access to a greater level of expertize

Why should the district consider a house architect contract now?

Capital and maintenance costs have increased significantly in recent years.



There are significant projects needed in the coming 5-10 years.

Item	CES	HES	MRMS	MRHS
Boilers	27	1 is 21 y.o. 2 are 33 y.o.	27	11
Generators	27	21	28	11
Roof	28	21	27	11
Windows	28	21	27	11
Doors	28	21	27	11
Elevator	N/A	21	27	11
Hot water tank	3	21	6	11
Pumps	27	21	2 are 8-13 y.o. 2 are 6 y.o.	11
Auditorium	N/A	N/A	N/A	11
Turf Field	N/A	N/A	N/A	11
Track	N/A	N/A	N/A	11

What is the process for selecting a designer?

MA Designer Selection Law

M.G.L. c. 7C,
§§ 44-58



How is the district protected from paying too much?

- Maintaining a shortlist
- Checking references
- Receiving transparent pricing from architects
- State Guidance setting expected designer fees



Guidelines for Calculation of Designer Fees

Table 1: Designers Base Fee Table

FLCC*		Group I	Group II	Group III	Group IV	Group V
\$	0	14.0%	11.7%	10.0%	8.0%	11.6%
\$	375,000	14.0%	11.7%	10.0%	8.0%	11.6%
\$	750,000	14.0%	11.7%	10.0%	8.0%	11.6%
\$	1,125,000	12.7%	10.6%	9.0%	7.3%	9.7%
\$	1,500,000	11.3%	9.5%	8.0%	6.6%	7.7%
\$	2,625,000	11.2%	9.4%	7.9%	6.5%	7.5%
\$	3,750,000	11.0%	9.2%	7.7%	6.3%	7.2%
\$	5,625,000	10.3%	8.6%	7.2%	5.8%	7.0%
\$	7,500,000	9.5%	8.0%	6.6%	5.3%	6.7%
\$	11,250,000	9.0%	7.6%	6.3%	5.0%	6.6%
\$	15,000,000	8.5%	7.2%	5.9%	4.7%	6.4%
\$	26,250,000	8.3%	7.0%	5.8%	4.6%	6.3%
\$	37,500,000	8.0%	6.7%	5.7%	4.5%	6.1%
\$	93,750,000	7.8%	6.6%	5.6%	4.5%	6.0%
\$	150,000,000	7.5%	6.5%	5.5%	4.5%	5.8%
\$	175,000,000	7.3%	6.3%	5.3%	4.3%	5.4%
\$	200,000,000	7.0%	6.0%	5.0%	4.0%	5.0%

Group I: Projects of above average complexity as for example: courthouses, college building with special facilities, extended care facilities, hospitals, laboratories, specialized portions of correction facilities, and mental institutions.

Group II: Projects of average complexity for example: college classroom facilities, repetitive elements of correctional and detention facilities, dining halls (institutional), fire stations, gymnasiums, laundries and cleaning facilities, office buildings (for single occupancy), park, playgrounds and recreational facilities.

Group III: Projects of less than average complexity as for example: armories, apartments, dormitories, exhibition halls, skating rinks, and service garages.

Group IV: Utilitarian buildings as for example: parking structures and repetitive garages, simple loft-type structures (without special equipment), and warehouses

Group V: Repairs/renovations of limited complexity involving primarily a single discipline (engineering or architecture), i.e. roofs, masonry repairs, window replacement, mechanical/electrical plumbing work, etc. This group should not have an additional percentage added for a renovation factor.

*Fixed Limit Construction Cost

What was the District's process for selecting a house architect?

MA Designer Selection Law

M.G.L. c. 7C,
§§ 44-58



Proposed Designer 1 for House Architect Contract: Habeeb & Associates Architects



New Bedford Public Schools House Doctor Contract



Hingham Public Schools House Doctor Contract



Mendon-Upton Regional School District House Doctor Contract



Braintree Public Schools House Doctor



Greater Lowell Reg. Vo-Tech HS House Doctor Contract



Nauset Regional School District House Doctor Contract

H&A HABEEB & ASSOCIATES
ARCHITECTS

H&A HABEEB & ASSOCIATES
ARCHITECTS

April 15, 2024

Michael MacMillan
School Business Manager
Monomoy Regional School District
425 Crowell Road
Chatham, MA 02633

Re: Request for Qualifications for Architectural House Doctor Services

Dear Mr. MacMillan & Designer Selection Committee:

Thank you for the opportunity to submit our qualifications package. Habeeb & Associates Architects (H&A) has 26 years of experience providing designer services for planning, design, and construction projects associated with school building renovations, alterations, modernizations, and additions. Many of these projects are completed under House Doctor contracts. H&A has previous successful public project experience on Cape Cod, including facility assessments, exterior repairs, and interior renovations at the neighboring Nauset Regional School District. Sections B6 and D of this proposal highlight H&A's projects that are similar to the work expected by the Monomoy Regional School District.

Public School House Doctor Experts

H&A specializes in House Doctor contracts. To date, we have been awarded over 50, many of which have involved enhancements to public school infrastructure. Through these contracts, we have completed more than 250 projects, including tasks similar to those outlined in your Request for Qualifications, such as window and roof replacements, building envelope repairs, interior renovations, and structural evaluations.

H&A is a highly responsive and communicative firm that proactively works with you to move your projects forward - an essential characteristic that allows a House Doctor contract to be most effective. Whether it's a call to initiate a project, or simply to get architectural advice, we are available for you. We are also a flexible firm and can usually attend impromptu project meetings if given just a day or two's notice. We do not sit idly by and wait for you to contact us, we contact you. Our goal is to help you meet your goals.

We have compiled an excellent team of professionals to meet your RFQ requirements. Our entire in-house team is dedicated to your project and the lead H&A team for your House Doctor projects will include:

- Myself as Principal-In-Charge and Educational Programmer (45 years of experience)
- Melissa Boynton, Associate AIA as Lead Project Manager (24 years of experience)
- Thomas MacLeod, AIA as Project Manager (46 years of experience)
- Joe Mello, AIA as Project Architect (41 years of experience)
- Emanuele Guazzini, Associate AIA as Job Captain (19 years of experience)
- Elizabeth Lewis, PE, LEED GA as Structural Engineer (37 years experience)
- Jamie Winkler as BIM Manager and Thermal Imaging Specialist (31 years experience)
- Marianthi Thomas, Associate ASID as Interior Designer (12 years experience)

150 LONGWATER DR.
NORWELL, MA
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781-871-9804

100 GROVE ST
SUITE 303
WORCESTER, MA
01605-2650
774-206-3360

habeebarch.com

Specializes in
school projects,
particularly
renovations,
additions, and
repairs.

Proposed Designer 2 for House Architect Contract: Mount Vernon Group Architects



Proposal for Architectural House Doctor Services
Monomoy Regional School District
April 19, 2024



Architect of the MRHS, good relationship with the district and prior knowledge of the building.

Proposed Designer 3 for House Architect Contract: Raymond Design Associates



Great school
based experience
and very
responsive to the
district's
priorities.

What is the School Committee being asked to approve?

- That the district enter into House Architect agreements with the following vendors:
 - Habeeb and Associates Architects
 - Mount Vernon Group Architects
 - Raymond Design Associates

What happens next?

- The district will inform the successful architectural firms.
- School Committee approval is required for any project with a fee over \$50,000.
- The district will begin negotiations with the top-ranked firm for the Press Box project (based on relevant experience).
 - Future updates to the School Committee on estimated costs of design and construction, and progress with the project.

Monomoy Regional School District



**REQUEST FOR QUALIFICATIONS
ARCHITECTURAL HOUSE DOCTOR SERVICES**

MARCH 2024

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1. GENERAL BIDDING REQUIREMENTS

1.1.Primary Procurement Contact

Michael MacMillan, School Business Manager, Monomoy Regional School District, 425 Crowell Road, Chatham, MA 02633, mmacmillan@monomoy.edu

1.2.Proposal Schedule

Request for Proposals Package Available:	March 27, 2024 10:00 AM	RFQ are available from the Monomoy Regional School District Website https://www.monomoy.edu/finance/procurement
Pre-Bid Meeting:	NONE	
Deadline for Written Questions:	April 12, 2024 2:00PM	All questions must be submitted by email to the primary procurement contact.
Proposals Due Date and Time:	April 19, 2024 2:00PM	Proposals must be submitted electronically by email to the primary procurement contact.
Interviews	Week Commencing April 22	The district <u>may</u> choose to interview finalists.
School Committee Vote:	April 25, 2024	A vote of the Monomoy Regional School Committee will be required to award this contract. The successful firm(s) may be asked to present at this meeting.
Contract Award:	April 26, 2024	The district plans to award by April 26, 2024.
Contract Start Date:	No later than June 1, 2024	Contract Length: three years

1.3.Request for Qualifications

Monomoy Regional School District (the District) is seeking qualified firms to provide architectural services for various projects associated with building and facility improvements, building maintenance and long term planning and budgeting. This RFQ is intended to select pre-qualified firm(s) for specific assignments and projects to be determined on an as needed basis, as an architectural “House Doctor”.

The District wishes to develop a long-term working relationship with one or more firms for a three-year period, without having to request an RFQ on a project-by-project basis. This will save time and money for the District.

The District reserves the right to reject any and all proposal, wholly or in part, and to accept proposals deemed to be in the best interest of the district.

1.4.Contents of the Proposal

Each proposal should, at a minimum:

- Demonstrate how the applicant meets the minimum qualifications set forth in the Request for Qualifications.
- Demonstrate the previous relevant experience of the proposer.
- Contain resumes of firm employees who are expected to work on projects with the District.
- Include all required documents (see section 1.13).

Proposers may include such additional information as may assist the district in establishing that the proposer meets the required qualifications (Section 1.9) and in evaluating their proposal (section 1.10).

There must be no mention of the applicant’s fee in the proposal. Any mention of the fee will subject the proposal to rejection.

1.5.Submission of Proposals

Proposals must be delivered electronically to Michael MacMillan at mmacmillan@monomoy.edu no later than the proposal due date and time noted in section 1.2.

Any proposals received after the due date and time will not be accepted unless this date and time have been changed by addendum. Delivery of hard copy or to any email address does not constitute compliance with these requirements.

1.6. Proposals to Remain in Effect

All proposals shall remain in effect for a period of 90 days from the proposal due date and time.

1.7. Correction, Modification, or Withdrawal of Proposal

Prior to the proposal due date and time, a proposer may correct, modify, or withdraw its proposal by making the request in writing, by email, to the primary procurement contract (see section 1.1).

1.8. Questions

Any questions, requests for information, clarification or interpretation of the meaning of the RFQ or contract documents must be made by email to the primary procurement contract (see section 1.1) no later than the deadline for questions provided in section 1.2 above.

1.9. Proposer Qualifications

All proposers must possess the following minimum qualifications:

- In operation for at least five years.
- Sufficient levels of staff to compete projects requested by the district.
- Adequate levels of professional liability insurance for all disciplines sufficient to cover the services and resulting response provided, see section 3.19.
- The proposer is not presently debarred from doing work in the commonwealth under the provisions of the Massachusetts General Law or any rule or regulation promulgated thereunder, including M.G.L. c. 29 s29F.

The District shall not award the contract to any proposer whose submitted background information, when investigated and verified by the District, raises significant questions as to its ability to successfully complete the services and work.

The District may make such investigations as it deems necessary to determine the qualifications of any proposer and its ability to perform the services and complete the work, and all proposers shall promptly furnish to the District all such evidence and information for this purpose as the District may request.

1.10. Evaluation of the Proposals

The District Selection Committee will evaluate and rate proposals based on:

- Experience working with schools: including repair projects and studies, educational space needs and master plans, preferably under House Doctor Contracts, within the past ten years.
- Quality of work: As determined by information on other projects on which the firm and the personnel have worked, including projects with the District.
- Professional Qualifications: Demonstration of staff qualifications that show strong skills and working knowledge and experience in similar project types with resumes of staff and sub-consultants indicating professional registrations, specialties, and experience.
- Quality of References: The district will identify contacts from on the Similar Projects list (see section 1.14 below) to seek feedback on experiences with the proposer.
- Responsiveness to RFQ: The proposer has demonstrated that it understands the requirements of the district, as detailed in the RFQ, and has a proposal for carrying that work out effectively.

The following point schedule will be utilized:

▪ Highly Advantageous	5 points	Response excels on the specific criterion
▪ Advantageous	3 points	Response meets evaluation standards for the criterion
▪ Less Advantageous	1 point	Response does not fully meet the criterion, or leaves a question, or issue is not fully addressed
▪ Does not Meet	0 points *	Does not address the criterion

*RFQ is automatically eliminated from further consideration if "0" points

All proposals will be evaluated by the Selection Committee (the Committee). The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.

The list of finalists must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

The Committee shall rank the finalists in order of qualification. The Committee may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file.

1.11. Contract Agreement

The District will select up to 3 finalists with whom to enter into a house architect contract.

1.12. Project Approval and Fee Negotiation

Fees for services will be negotiated for each determined project after all house architect contracts have been executed, as a total fixed basic fee (see section 3.6).

For each individual project, if there is more than one house architect contract, the district will rank the house architects using the criteria in section 1.10 above, and:

- Experience working on similar projects within 5 years

The District may request further information from the house architect to inform this evaluation.

The Committee shall then request a fee proposal from the first ranked house architect and begin contract negotiations. If the Committee is unable to negotiate a satisfactory fee with the first ranked house architect, negotiations shall be terminated and undertaken with the remaining house architect s, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Committee prior to selection of finalists.

1.13. Required Documents

All bids will not be considered complete unless they include the following documents:

- State Tax Certification
- Certificate Of Non-Collusion
- Similar Project List Certification
- Statement of Years in Operation
- DSB2016-Form 1

1.14. Similar Projects List

Each proposer is required to provide a list of all similar completed and ongoing projects within the last two years. If necessary, please extend the time frame to include at least 3

projects. This list should include a short description of the project, date work completed, and contact information for the contracting officer and jurisdiction.

1.15. Contract Documents

The attachments are integral parts of the bid submission and contract.

All proposers must be willing to sign the District's contract which is attached. The district will not accept the proposer's terms and conditions.

1.16. Addenda

Corrections, modifications, additions, deletions or changes to any of the Contract Documents will be issued in the form of written Addenda before the date fixed for receipt of proposals. Addenda will be emailed to all parties who, according to the District's records, have obtained or requested Contract Documents and have furnished to the District an email address for such purposes. Only Addenda so issued shall become part of the Contract Documents.

In the event of a conflict between the Contract Documents and the written Questions and Answers, the Contract Documents shall prevail. In no event shall oral modifications to the Contract Documents or oral responses to questions or requests for information be deemed binding on the District or given any force or effect.

Each proposer shall be responsible for determining that it has received all Addenda issued. Failure to acknowledge all Addenda in this proposal, shall be cause for rejection of any bid if, in the sole discretion of the District, such unacknowledged Addenda contain matters of substance.

1.17. Cost of Preparation

The cost of preparation and delivery of the bid will be borne solely by the bidder.

1.18. Examination of Contract Documents

Before submitting a proposal, each proposer must (a) thoroughly examine the Contract Documents, (b) familiarize itself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Contract, and (c) study and carefully correlate its observations with the requirements of the Contract Documents. Failure of a proposer to become acquainted with the Contract Documents shall in no way relieve the bidder from any obligation with respect to its proposal.

1.19. Proposal Certification

By submitting a proposal, the proposer is certifying the following:

- The proposer is able to furnish staff that meet the qualifications outlined.
- The proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. Here the word 'person' shall mean any natural person, business or legal entity.
- The proposer is not presently debarred from doing work in the commonwealth under the provisions of the Massachusetts General Law or any rule or regulation promulgated thereunder, including M.G.L. c. 29 s29F.
- The proposer is fully informed as to the extent and character of the service and matter of the work required and is representation that the bidder can furnish the labor and equipment necessary to properly render the desired services and complete the work.

1.20. Public Record Request

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, section 10 regarding public access to such documents. The District will disregard statements or endorsements that are inconsistent with those.

1.21. General Terms and Conditions

See ATTACHMENT G for the general form of contract that the successful bidder will be required to execute. Proposers should NOT return a copy of the contract with their proposal. The Contract will be completed and executed once successful Proposer(s) have been identified. The Contract includes any notices to the contractor, the Request for Qualifications, all addenda issued, and change orders, all of which constitute one instrument.

The district will have the option to cancel the contract provided that written notice is given 30 days prior to the termination date.

Any changes to consultants or personnel named in the proposal must be submitted in writing and approved by the district.

1.22. Reference to General Laws

Proposals are subject to M.G.L. Chapter 7(C).

Whenever in the RFQ, contract plans, or specifications reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to bid on the proposed work.

1.23. Taxes

No charge will be allowed for federal, state or municipal sales and excise taxes, as the District is exempt from such taxes.

2. Scope of Services

2.1.General

Monomoy Regional School District's buildings need periodic renovations and upgrades due to program changes, accessibility requirements, user group changes, and to ensure that proper maintenance is provided. These adjustments or maintenance upgrades are often accomplished through planning and construction projects that require the support of design professionals.

Types of assignments and projects may include but not limited to:

- Facility assessments and capital planning
- Space needs assessments
- District facility master plans
- Exterior repairs of building envelope and structural repairs of facades
- Interior renovations and repairs
- Structural evaluations and repairs
- Window and roof replacements
- Other similar projects

Monomoy Regional School District is seeking a qualified architectural firm with the ability to handle jobs of varying nature to support these ongoing needs. The intent of this contract is to provide the district with design professional staff to evaluate projects and provide the required support on an as-needed basis, including but not limited to providing architectural plans and specifications, preparing procurement documents, administering contracts for construction, and making final inspections and preparing project close out documentation.

Initial projects include preparing the plans for a press box at the Monomoy Regional High School, and helping the district prepare for a project to replace the siding and trim of the Monomoy Regional Middle School. See ATTACHMENT H for further information on the district's projects.

The successful proposer will work with the School Business Manager and the Director of Facilities.

2.2.Buildings

The following buildings form the Monomoy Regional School District:

- Chatham Elementary School

147 Depot Road
Chatham, MA 02633

- Harwich Elementary School
263 South Street
Harwich, MA 02645
- Monomoy Regional Middle School
425 Crowell Road
Chatham, MA 02633
- Monomoy Regional High School
75 Oak Street
Harwich, MA 02645

2.3.Regulations

All designs produced pursuant to this contract, must comply with applicable federal and state laws, and town ordinances and regulations.

All designs and recommendations should be informed by requirements in the Americans with Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973, the Massachusetts Architectural Access Board, and Universal Design.

Universal Design refers to broad-spectrum ideas meant to produce buildings, products and environments that are inherently accessible to older people, and people with or without disabilities.

2.4.Project Schedule

The district plans to begin work under this contract immediately upon its award. The first project will be the preparation of design documents for the Monomoy Regional High School press box.

3. GENERAL CONDITIONS

3.1.Contract Documents

The contract documents will include any notices to the Contractor, the Request for Qualifications and all addenda issued during the bidding period and change orders, all of which constitute one instrument.

3.2.Intent

The contract documents comprise the entire Agreement between the District and the Contractor concerning the work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The contract documents shall be construed in accordance with the laws of Massachusetts.

It is the intent of the Contract Documents to describe a functionally complete Project or Service (or part thereof) to be construed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the proposals due date, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the District or the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

3.3.Approval of Scopes of Services

The District may send the Contractor a proposed Scope of Services for a Project at any time with a request for the following: (a) proposed contract schedule; (b) proposed Basic Fee for the requested services; (c) proposed roles and billing rates of the staff to work on the project (to be used for calculation of Additional Services on an hourly basis, if elected by the District) along with a Truth in Negotiations certificate in accordance with M.G.L. c. 7C, s. 51; and (d) any suggested modifications to the proposed Scope of Services. The Contractor shall respond to such a request within ten (10) days of receipt of the proposed Scope of Services from the District. The Contractor shall include in the proposed Scope of Services only information necessary to set forth the scope of work to be performed for a

particular project and shall not include any additional contractual terms which conflict with the terms of this Contract. The District reserves the right to propose changes to the Contractor's proposal. If the Contractor agrees to such changes, the Contractor will resubmit an updated proposal reflecting such changes in a timely manner and, unless otherwise agreed by the parties, in no event later than three (3) business days from the parties' agreement on such changes. The District may approve a Scope of Services by issuing a Notice to Proceed as set forth below or by a separate written approval.

3.4. Notice to Proceed

The Contractor shall commence services for a particular Project upon receipt of a Notice to Proceed from the District, which shall include the Approved Scope of Services, the Basic Fee for the services to be performed along with a payment schedule for such Basic Fee, and Certificates of Insurances, if applicable.

3.5. Incorporation of Scope of Services.

Approved Scopes of Services may be incorporated into the Contract.

3.6. Basic Fee

The District shall set forth the Contractor's Basic Fee in the Notice to Proceed for each Approved Scope of Services. The total of all Basic Fees paid to the Contractor under this Contract shall not exceed the Contract Amount. Any adjustment to this maximum fee amount shall be set forth in an amendment to this Contract. Any Notice to Proceed for an Approved Scope of Services may divide the Basic Fee for Contractor Services for specific portions of a Project. In no event shall the Contractor be entitled to any payment for the performance of any services for any Phase of a Project without first receiving a Notice to Proceed with Basic Services (with the Additional Services included therein, as applicable) for that Phase of a Project.

3.7. Additional Services

With Approval, the Contractor shall perform services in addition to those described as Basic Services in the applicable Approved Scope of Services. For Additional Services, the Contractor shall be compensated as determined by the District as follows:

- by a lump sum fee agreed upon in advance in writing by the Contractor and the District, provided that the Contractor shall submit a Truth in Negotiations certificate in accordance with M.G.L. c. 7C, s. 51 in connection with the negotiation of such lump fee and Contractor agrees that the lump sum fee may be adjusted within one year of the completion of the applicable Approved Scope of Services if the District determines

that the lump sum fee was increased due to inaccurate information provided to the District in the negation of the lump sum fee; or

- on an hourly basis at the rates submitted by Contractor as part of its proposed Scope of Services and approved by the District pursuant to Section 3.3. Clerical/support staff of the Designer and Consultants shall not be compensated and is considered part of office overhead.

No authorization by the District for the performance by the Contractor of Additional Services shall be valid unless it is set forth in writing and contains a “not to exceed” fee for such Additional Services. Cost proposals for Additional Services shall also include a similar “not to exceed amount” for any associated reimbursable expenses as set forth in Section 3.8 below. Time expended by the Contractor in assisting the District in analyzing or providing testimony related to any claim associated with the Project shall be compensable under this Article.

3.8.Reimbursable Expenses

The District shall not reimburse the Contractor for any out-of-pocket expenses, including, without limitation, telephone or travel expenses, unless approved by the District in advance. If approved, such reimbursable expenses must be set forth in a Scope of Services or a written request of the Contractor. The District will not pay for and Contractor shall not include in its request for payment amounts for sales tax applied to any approved reimbursable expenses. The District shall not reimburse the Contractor for travel expenses except for out-of-state travel specifically authorized by the District; provided, however, that if such reimbursement is pre-Approved, the District shall reimburse such travel at the current travel reimbursement rates established for Commonwealth employees. The Contractor shall be reimbursed by the District for the cost to the Contractor of special consultants hired by the Contractor, when such consultants’ services are beyond what is described in the Approved Scope of Services and only when the need and cost to the district are explicitly agreed in advance.

3.9.Request for Payment

All invoices from the Contractor shall be submitted to the District. All invoices will be promptly processed by the District if they are in conformity with this Contract and properly documented; if they are not in conformity with this Contract or properly documented, the invoice(s) will be returned to the Contractor who will be given the opportunity to cure the defects.

3.10. Method of Payment

For performance of all the services required under this Contract, the Contractor shall be paid in accordance with the following procedures: The Contractor shall submit monthly payment requisitions, in arrears, based upon the payment schedule included in the Approved Scope of Services. The Contractor and the District may mutually agree, in writing, to revise the payment schedule provided in the Approved Scope of Services if the District determines that the payment schedule does not adequately compensate the Contractor for the level of services actually rendered for that particular period. All payments made to the Contractor are conditioned upon the satisfactory performance of its obligations hereunder. The District shall have the right to retain an appropriate portion of any contract payment up to 5 percent of the total contract fees for an Approved Scope of Services if it reasonably determines that the Contractor has failed to acceptably fulfill its obligations hereunder. Contractor shall submit an invoice for final payment in accordance with this Contract within 45 days of completion of an Approved Scope of Services.

3.11. Equitable Adjustment to Basic Fee

If there is a substantial change in the services provided in the Approved Scope of Services as determined by the District, the parties will agree to an equitable adjustment in the Basic Fee. For the purposes of this Contract, a “substantial change” in services shall include: (a) a substantial change in the scope of the Contractor’s services that is not the fault of the Contractor; or (b) a significant increase in the duration of a Project, or as otherwise agreed upon in the Approved Scope of Services and/or Notice to Proceed, that is not the fault of the Contractor.

3.12. Right to Offset

If the District finds that any services previously paid for by the District contained deficiencies, errors or omissions, then the District may withhold from any future payment due to the Contractor under this Contract an amount reasonably calculated by the District to cover the cost of correcting the deficiency, error or omission until the services have been corrected. The District may also offset against any payment due to the Contractor the amount of any costs incurred by the District arising from the deficiencies, errors, omissions, or the Contractor’s failure to provide required services. If the District shall discover that the charge for any previously paid-for services was calculated based upon incorrect information, the District may offset any overcharges against any future payment due to the Contractor under this Contract. Nothing in this paragraph shall limit any legal remedies of the District against the Contractor for default, errors, omissions, erroneous

claims, false claims, tort claims, or any breach by the Contractor of the terms of this Contract or applicable Laws.

3.13. Standard of Care

The Contractor agrees that the services provided hereunder shall conform to the standard of care and the practice exercised by other professionals engaged in providing comparable services. The Contractor further agrees that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them. The Contractor further agrees that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.

The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3.14. Time of Essence

The parties agree that time is of the essence for the completion of all services required by this Contract. The parties further confirm and agree that any and all Approved Contract Schedules shall reflect a reasonable period of time for completing the required services, obtaining required Approvals, obtaining all necessary Permits, addressing any and all issues, and performing the Basic Services in accordance with this Contract.

3.15. Sequential Order

The sequential order of the Contractor's services as set forth in this Contract and all documents incorporated by reference is of the essence. The District shall have no obligation to Approve or pay the Contractor for Deliverables prepared other than in the order required by the Approved Scope of Services, as applicable.

3.16. Staffing

The Contractor agrees that the Contractor's personnel who shall provide services under this Contract are those listed in its RFQ. No changes or additions may be made to this list without Approval by the District, which Approval shall be granted after a showing that the substitution complies with applicable Laws and provides the District with a level of skill, qualification, and experience equal to or better than the personnel listed in or outlined in the Approved Scope of Services. The Contractor shall provide sufficient personnel to complete the services required by this Contract in a continuous and timely manner in

accordance with an Approved plan and, when applicable, in accordance with the Approved Contract Schedule.

3.17. Contractor Duties Generally

The Contractor shall be responsible for the professional accuracy and coordination of all Deliverables, including, without limitation, designs, drawings, specifications, digital files, cost estimates, and other services and submittals furnished by Contractor and by its Consultants in accordance with the standard of care set forth in Section 3.13 above. The Basic Fee shall compensate Contractor for all of Contractor's obligations specified in this Contract except as otherwise provided herein.

3.18. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to the work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended.

By entering into this Agreement, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

3.19. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts.
- Comprehensive General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
- Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- Professional Liability Insurance (including errors/omissions) \$1,000,000 each claim/\$2,000,000 aggregate.

The Contractor shall notify the District, without delay, if any of the above policies be cancelled or materially amended before the expiration date thereof.

Certificates evidencing such insurance shall be furnished to the District at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.

No insurance shall be obtained from an insurer which:

- is not licensed to sell insurance in the Commonwealth of Massachusetts;
- is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
- is a risk retention group lawfully providing insurance to its members in Massachusetts.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

3.20. Indemnification

The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its members, officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by

the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

3.21. No Personal Liability

Neither the District, nor its members, officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

3.22. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

3.23. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the District and not as an employee of the District. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

3.24. Errors in Bid Documents Prepared by the Contractor [M.G.L. c. 7C s. 51(i)].

To the extent that the Contractor prepares any bid documents, neither the Contractor nor its Consultants may be compensated for services involving preparing or reviewing changes that should have been anticipated by the Contractor in the preparation of the bid documents as reasonably determined by the District.

3.25. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall provide information to the District to allow the district to conduct a criminal background check (CORI). The District will determine if the employee of the Contractor is permitted to perform services for the District. In the event that the District has not permitted an employee to perform services for the District, the Contractor shall not assign such employee to perform services for the District, and such employee shall not be authorized to perform services for the District. The District shall be permitted to keep such information in its files.

3.26. Copyrights, Patents, and Intellectual Property Rights

The Contractor hereby grants to the District and the Public Entity an irrevocable royalty-free license to use for any lawful public purpose, including, without limitation, the right to share with other public agencies for their use on projects, the following items developed or made part of the work or services performed under this Contract: all Deliverables, drawings, designs, specifications, photographs, images, notes, materials and other work and ideas of the Contractor and its Consultants related to the performance of this Contract which are, or may be, covered by copyright, patent, or other intellectual property Laws or as to which the Contractor and its Consultants may assert any rights or establish any claims under any such Laws. The Contractor shall incorporate by reference this provision into all contracts with its Consultants on this Project including, without limitation, architects, engineers, estimators, designers, and photographers. The Contractor and its Consultants, if any, shall not be responsible for changes made in the documents without the Contractor's authorization, nor for the District's or other public entities' use of the documents on projects other than the Project. The District assumes the risk resulting from any such changes made in the documents without the Contractor's authorization, or for the District's or other public entities' use of the documents on projects other than the Project.

3.27. Security and Confidentiality; Publication

Except as required for the discharge of its duties to the District under this Contract, or required by subpoena or court order, the Contractor (and any Consultants) agrees to hold all information, documents, and materials obtained or developed in connection with its services under this Contract (including, without limitation, all prints, plans, policies, procedures, studies, specifications and drawings, which relate to internal layout and structural elements, electrical and mechanical systems, security measures, emergency preparedness, threat or vulnerability assessments, and any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or

other infrastructure located within the Commonwealth) that the Contractor should reasonably know to be of a confidential or sensitive nature ("Confidential Information") in the strictest confidence, and shall not communicate, release, or disclose Confidential Information in any to any third party without the prior written Approval by the District. The Contractor shall not use any Confidential Information other than for the performance of services under this Contract. The Contractor shall inform all persons to whom any such Confidential Information has been or will be communicated, released or disclosed of the privileged and confidential nature of Confidential Information, and shall ensure that all necessary steps are taken so that such Confidential Information is treated confidentially. Without limiting the foregoing, if the Project is a designated "Security Sensitive Information" project, the Contractor shall execute separate Security Sensitive Information Procedures and Confidentiality Agreements and shall comply with such document protection requirements as may be referenced in said agreement.

3.28. Truth-In Negotiation Certificate [M.G.L. c.7C s. 51].

The Contractor shall provide a truth-in negotiations certificate in accordance with M.G.L. c. 7C s. 51 and in the form attached hereto as ATTACHMENT E, with each proposed Scope of Services for a Project prior to the issuance of a Notice to Proceed.

3.29. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

3.30. Termination

If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.

If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the District may terminate this Contract upon written notice to the Contractor.

In either of these circumstances (see two preceding paragraphs), the District may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non-performance or non-conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund the Contract. Should sufficient funds not be appropriated, the District shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the District may terminate this Contract upon written notice to the Contractor.

The District may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

The District may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

3.31. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the District: Superintendent of Schools, Monomoy Regional School District, 425 Crowell Road, Chatham, MA 02633.

If to the Contractor: TBD – When contract awarded

3.32. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from school property and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

3.33. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

3.34. Miscellaneous Provisions

Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Barnstable County, MA, and in no other court or jurisdiction.

No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the District in writing.

The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.

The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.

The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.

The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District.

The Contractor shall not assign any money due or to become due to the Contractor unless the District shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

This Contract may be amended only by written consent of the parties.

This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

ATTACHMENTS

ATTACHMENT A. State Tax Certification

All providers of goods and services to any agency of the Commonwealth of Massachusetts or of any subdivision shall be required to attest that he/she is in compliance with all the laws of the Commonwealth of Massachusetts. The form of attestation shall also provide space for the provider to furnish his/her Social Security Number or Federal Identification Number. It should be noted that submission of a Social Security Number or a Federal Identification Number is purely voluntary.

Your Social Security Number or your Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued. Renewed or extended. This request is made under the authority of Mass. G.L. c. 62C Section 49A.

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the Proposer.

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

NAME	
SIGNATURE	
TITLE	
DATE	

ATTACHMENT B. Certificate Of Non-Collusion

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

NAME	
SIGNATURE	
TITLE	
DATE	

ATTACHMENT C. Similar Project List Certification

Proposer must supply a list of all similar completed and ongoing projects within the last two years. If necessary, please extend the time frame to include at least 3 projects. This list should include a short description of the project, date work completed, and contact information for the contracting officer and jurisdiction.

I certify under the penalties of perjury that I, attest that the attached list of completed and ongoing projects is accurate and complete.

NAME	
SIGNATURE	
TITLE	
DATE	

ATTACHMENT D. Statement of Years in Operation

I certify under the penalties of perjury that I, attest that _____ (company name) has been in operation for at least 5 years and have provided services and contracted work that aligns with the specification of this bid.

NAME	
SIGNATURE	
TITLE	
DATE	

ATTACHMENT E. Truth-In-Negotiations Certificate

For Negotiated Fees

The undersigned hereby certifies under the penalties of perjury that the wage rates and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

Signature: _____

Name and Title: _____

Project: Monomoy Regional School District, Contractor, 2024.

Date: _____

Reference: M.G.L.c.7C, §51(b)

**THIS FORM WILL BE REQUIRED FOR EACH
INDIVIDUAL PROJECT**

ATTACHMENT F. DSB2016-Form 1

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:		2. Project #																																																																																																	
			This space for use by Awarding Authority only.																																																																																																	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																																																		
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																																																		
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:																																																																																																		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: _____ Telephone No: _____ Fax No.: _____		3. Check Below If Your Firm Is Either: <div style="margin-top: 10px;"> (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/> </div>																																																																																																		
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Admin. Personnel</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(_____)</td> <td style="width: 25%;">Ecologists</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(_____)</td> <td style="width: 25%;">Licensed Site Profs.</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(_____)</td> <td style="width: 25%;">Other</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(_____)</td> </tr> <tr> <td>Architects</td> <td>_____</td> <td>(_____)</td> <td>Electrical Engrs.</td> <td>_____</td> <td>(_____)</td> <td>Mechanical Engrs.</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>_____</td> <td>(_____)</td> <td>Environmental</td> <td>_____</td> <td>(_____)</td> <td>Planners: Urban./Reg.</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Civil Engrs.</td> <td>_____</td> <td>(_____)</td> <td>Fire Protection</td> <td>_____</td> <td>(_____)</td> <td>Specification Writers</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Code Specialists</td> <td>_____</td> <td>(_____)</td> <td>Geotech. Engrs.</td> <td>_____</td> <td>(_____)</td> <td>Structural Engrs.</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Construction Inspectors</td> <td>_____</td> <td>(_____)</td> <td>Industrial</td> <td>_____</td> <td>(_____)</td> <td>Surveyors</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Cost Estimators</td> <td>_____</td> <td>(_____)</td> <td>Interior Designers</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Drafters</td> <td>_____</td> <td>(_____)</td> <td>Landscape</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> <td>Total</td> <td>_____</td> <td>(_____)</td> </tr> </table>					Admin. Personnel	_____	(_____)	Ecologists	_____	(_____)	Licensed Site Profs.	_____	(_____)	Other	_____	(_____)	Architects	_____	(_____)	Electrical Engrs.	_____	(_____)	Mechanical Engrs.	_____	(_____)		_____	(_____)	Acoustical Engrs.	_____	(_____)	Environmental	_____	(_____)	Planners: Urban./Reg.	_____	(_____)		_____	(_____)	Civil Engrs.	_____	(_____)	Fire Protection	_____	(_____)	Specification Writers	_____	(_____)		_____	(_____)	Code Specialists	_____	(_____)	Geotech. Engrs.	_____	(_____)	Structural Engrs.	_____	(_____)		_____	(_____)	Construction Inspectors	_____	(_____)	Industrial	_____	(_____)	Surveyors	_____	(_____)		_____	(_____)	Cost Estimators	_____	(_____)	Interior Designers	_____	(_____)		_____	(_____)		_____	(_____)	Drafters	_____	(_____)	Landscape	_____	(_____)		_____	(_____)	Total	_____	(_____)
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Drafters	_____	(_____)	Landscape	_____	(_____)		_____	(_____)	Total	_____	(_____)																																																																																									
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																				

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

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline
(from advertisement)

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

Discipline
(from advertisement)

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

Discipline
(from advertisement)

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

Discipline
(from advertisement)

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

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
Name of Company	Aggregate Amount	Policy Number	Expiration Date																														
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name And Title</td> <td style="width: 20%;">% Ownership</td> <td style="width: 20%;">MA. Reg.#</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name And Title</td> <td style="width: 20%;">% Ownership</td> <td style="width: 20%;">MA. Reg.#</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____</td> </tr> <tr> <td></td> <td style="text-align: right;">Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____		Date _____																												
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	Date _____																																

ATTACHMENT G. District – Contractor Contract

DO NOT SIGN OR SUBMIT WITH BID

MONOMOY REGIONAL SCHOOL DISTRICT
BUSINESS OFFICE
425 Crowell Road Chatham, MA 02633

This Contract is made this ____ day of _____, 2024, by and between the Monomoy Regional School District, with an address of Business Office, 425 Crowell Road Chatham, MA 02633, acting by the Monomoy Regional School District School Committee (hereinafter the “District” or the “Owner”), and _____, with a legal address and principal place of business at _____ (hereinafter the “Contractor”).

WITNESSETH: That for and in consideration of the payments to be made by the District, the Contractor hereby agrees with the District to furnish all services and materials required for House Architect Services, under the terms as stated in the Request for Qualifications dated March 27, 2024, including Addendums____ and including all specifications and attachments thereto, and the additional terms and conditions set forth herein (the “RFQ”); and at the Contractor’s own proper costs and expense to furnish all the materials and services necessary to complete said work, in accordance with the prices stated in the Contractor’s Proposal dated ____ 2024 all of which are made a part hereof by relative collectively evidence and constitute the contract.

Term

The initial term of this Contract shall commence on the execution date of this contract and shall end_____. Time is of the essence in the performance of services under this Contract.

Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

- Highest Priority: Amendments to Contract (if any)
- Second Priority: Contract
- Third Priority: Addenda to the RFQ
- Fourth Priority: RFQ
- Fifth Priority: Contractor’s Proposal.

Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the District shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

The District agrees to pay the Contractor for the performance of this Contract, subject to additions and deductions, as provided in the General Conditions of the RFQ, and make payments on account thereof as provided in the General Conditions of the RFQ.

Force Majeure

This contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under this Contract if prevented from the performance of any act required by strikes, lockouts, labor trouble, and failure of power, fire, wind, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continue prevention from performance by such causes for periods aggregating sixty or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate the Contract upon written notice to the other party.

Termination of Contract

Subject to the provisions of the section above explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under the Contract, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this Contract, the Town may terminate the Contract in accordance with the General Conditions of the RFQ.

Insurance

The Contractor shall maintain insurance with minimum limits as defined in the RFQ for the entire duration of the project work to be performed and provide a certificate of insurance with the Monomoy Regional School District named as an additional insured. Renewal certificates of insurance must be submitted to the District Business Office at 425 Crowell Road, Chatham, MA 02633 on a yearly basis.

Governing Law, Jurisdiction, and Venue

This Contract shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principals. Venue for any legal actions initiated concerning this Contract or arising in any way from and out of this Contract shall be brought in the appropriate state court sitting in Barnstable County, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.

It is expressly understood and agreed that the Contractor shall at all times during the term of this contract act as an independent contractor, and shall not have any authority to bind the District. The Contractor and the Contractor's employees, agents, and/or sub consultants shall not be deemed to be employees or agents of the District. Further, nothing contained herein shall be construed to create a joint venture, partnership, association, or other affiliation between the contractor and the District.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and save harmless the District and all of the District's officers, agents, and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the District or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Contract and/or their failure to comply with the terms and conditions of this Contract, regardless of whether said claim is caused in part by the Town or any third party. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Contractor under this Contract. The provision of this paragraph shall survive the termination or expiration of the Contract.

Monomoy Regional School District

Contractor

By:

By:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

ATTACHMENT H. District Capital Plan

The attached document provides further information on the district's capital plan and future projects. Please note that this plan is regularly updated and amended.

DESIGNER SELECTION PROCEDURE

APPROVED BY

Superintendent

PREPARED BY

School Business Manager

1. These procedures govern the selection of designers for any Monomoy Regional School District (the "District") building projects that are subject to the state designer selection law, M.G.L. c. 7C, §§ 44-57. Any other District policies or procedures governing the procurement of services will be inapplicable to these procurements.

Governance

2. The Monomoy Regional School Committee is the final Approving Authority for designer selection. The Superintendent will conduct the designer selection process on behalf of the School Committee.
3. The Superintendent will identify the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct each designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
 - a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - d. has an ownership interest in, or is an officer or director of, any applicant.

Advertising Requirements

4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the Town in which the building project will take place, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.
5. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
 - b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants; or how they can be found
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.

6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website. The Application Form may be amended to include additional information on a project-specific basis.
7. The RRQ shall include criteria for evaluating proposals. The criteria must include experience working with school district, professional qualifications, quality of references, and responsiveness to the RFQ.

Evaluation and Selection of Applicants

8. The Committee shall shortlist at least three applicants for further consideration. Shortlisted applicants may be required to appear for an interview or provide additional information to the Committee, provided that all such applicants are afforded an equal opportunity to do so.
9. The Committee shall select at least three finalists. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist on the list. The list must be accompanied by a written explanation of the reasons for selection. The written explanation shall be public records and shall be maintained in the contract file.
10. The Committee shall rank the finalists in order of qualification. If the fee is to be negotiated, the Committee shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file.
11. The Committee shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Committee is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Committee prior to selection of finalists.
12. If the fee was set prior to the selection process, the Committee shall select a designer from the list of finalists. If the Committee selects a designer other than the one ranked first by the Committee, the Committee shall file a written justification for the selection and maintain a copy in the contract file.
13. If the Committee is unable to negotiate a satisfactory fee with any of the finalists, the Committee select additional finalists.
14. The Committee will transmit its recommendation to the Approving Body.
15. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, *provided* the Approving Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).

House Doctor Contract

16. In the case of selection of designer for house doctor contracts, once the Committee has selected at least three finalists to be considered pre-qualified for future work with the district (see para 9 above), the Committee will transmit its recommendation to the Approving Authority.

17. Once approved by the Approving Authority, for each individual project to be conducted under the House Doctor contract, the Superintendent, or designee, will follow the steps listed in paragraphs 10 to 13 above, before selecting which of the pre-qualified to whom to award the project.
18. Any project with a design fee of over \$50,000, or expected duration greater than 3 years, must be approved by the Approving Authority.

Contract Requirements

19. Every contract for design services shall include the following:
 - a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
 - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
 - c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
 - d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).
 - e. All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.
20. The District shall not enter into a contract for design services unless the District or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the District may require, for the applicable period of limitations. A designer required by the District to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the District prior to the award of the contract.
21. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

Contract Award and Record Keeping

22. The District shall publish the name of any designer awarded a contract in the *Central Register*.

23. The following records shall be kept by the District:

- f. all information supplied by or obtained about each applicant;
- g. all actions taken relating to the project; and
- h. any other records related to designer selection.
- i. All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

24. The District shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(g), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(g).

25. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.

Attachments

- Standard Designer Application Form for Municipalities and Public Agencies not within the DSB Jurisdiction

Most Recently Reviewed/Adopted: March 25, 2024

**Monomoy Regional School District
Technology Acceptable Use Policy - Draft revisions**

Scope of Policy

The Monomoy Regional School District shall provide access for employees and students to the computer system/network, including access to external networks, for **educational and business** ~~limited educational~~ purposes. Educational purposes shall be defined as classroom activities, career and professional development, and high-quality self-discovery activities of an educational nature. The purpose of the system/network is to assist in preparing students for success in the classroom by providing access to a wide range of information and the ability to communicate with others. The system/network will be used to increase communication (staff, parent, and student), enhance productivity, and assist staff in upgrading existing skills and acquiring new skills through a broader exchange of information. The system/network will also be utilized to provide information to the community, including parents, governmental agencies, and businesses. This Acceptable Use Policy (AUP) governs all electronic activity of employees using and accessing the district's technology, Internet, and data systems regardless of the user's physical location.

Online tools, including social media, should be used in MRSD to promote educational excellence, resource sharing, innovation, and communication. Employees shall use digital resources in a responsible, efficient, ethical, and legal manner in accordance with the mission of the district. Staff members are responsible for teaching and for modeling responsible digital citizenship. Any online activities that would not be considered appropriate in the classroom should not be conducted online. High standards of appropriate online communication and conduct must be maintained.

Availability

The Director of ~~Instructional~~ Technology shall be responsible for implementing, monitoring, and evaluating the district's system/network for instructional and administrative purposes. Access to the system/network, including external networks, shall be made available to employees and students for instructional and administrative purposes and in accordance with administrative regulations and procedures.

Compliance Requirement

Access to the system/network is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations and procedures governing use of the system and shall agree in writing to comply with such regulations and procedures. Noncompliance with applicable regulations and procedures may result in suspension or termination of user privileges and other disciplinary actions consistent with the policies of the Monomoy Regional School District. Violations of law may result in criminal prosecution as well as disciplinary action by the Monomoy Regional School District.

Acceptable Use

The Central Administration shall develop and implement administrative regulations, procedures, guidelines, and user agreements, consistent with the purposes and mission of the Monomoy Regional School District as well as with law and policy governing intellectual property.

Definitions

Freedom of Information Act (FOIA) - The FOIA is a law that allows for the release of government documents at the request of an individual. A FOIA request can be made to the MRSD for electronic documents/communications stored or transmitted through district systems unless that information could be detrimental to governmental or personal interests. For more information, visit <http://www.foia.gov/>

Family Educational Rights and Privacy Act (FERPA) - The FERPA law protects the privacy, accuracy, and release of information for students and families of MRSD. Personal information stored or transmitted by agents of MRSD must abide by FERPA laws and the MRSD is required to protect the integrity and security of student and family information. For more information, visit <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

Children's Internet Protection Act (CIPA) - Requires schools that receive federal funding through the E-Rate program to protect students from content deemed harmful or inappropriate. MRSD is required to filter internet access for inappropriate content, monitor the internet usage of minors, and provide education to students and staff on safe and appropriate online behavior.

Communication & Social Media

~~Communication & Social Media~~

Employees and students are provided with district email accounts and online tools to improve the efficiency and effectiveness of communication, both within the organization

and with the broader community. Communication should be consistent with professional practices used for all correspondence. When using online tools, members of the MRSD community will use appropriate behavior:

- a) when acting as a representative or employee of the MRSD.
- b) when the communication impacts or is likely to impact the classroom or working environment in the MRSD.

Employee communication is a matter of public record. This extends to employee use of social media when conducting district business. All communication sent by an employee using district property or regarding district business could be subjected to public access requests submitted through the Freedom of Information Act (FOIA). Users need to be aware that data and other material/files maintained on the school district's systems may be subject to review, disclosure, or discovery. Use of personal email accounts and communication tools to conduct school business is strongly discouraged and may open an individual's personal account to be subject to FOIA inquiries. MRSD will cooperate fully with local, state, and federal authorities in any investigation concerning or related to any illegal activities or activities, not in compliance with school district policies or government regulations.

Guidelines for Online Communication/Social Media

- Communication with students should not include content of a personal nature.
- When communicating with parents/guardians of students, employees should use email addresses and phone numbers listed in the Student Information System (SIS) unless steps have been taken to verify that the communication is occurring with a parent/guardian who has educational rights for the student.
- When communicating with a parent/guardian, refrain from discussing any non-related students when possible.
- Employees who use internal or external social media (~~blogs, Twitter, etc.~~) are expected to refrain from discussing confidential information and/or discussing specific students. Information that can be traced back to a specific student or could allow a student to be publicly identified should not be posted on any social media sites.
- **Employees should not share photos of students on their personal social media accounts, unless they are sharing an official district post.**
- When using social media, employees are expected to refrain from posting any negative comments online about students.
- Employees are required to notify their principal before setting up an online site to facilitate student learning. Employees are encouraged to monitor/moderate online communication to the best of their abilities.

- Team, class, or student organization social media pages, accounts, or groups will be created in accordance with the district's established procedures.
- Employees should not add any students/former students or parents as 'friends' or contacts on social media unless the site supports classroom instruction or school business.
- Employees may communicate with MRSD graduates (+18 years old) on social media but should be advised to maintain professionalism and caution when communicating online.
- Employees who add parents/guardians of students as 'friends' or contacts on social media must maintain professionalism to avoid any appearance of conflict of interest.
- Avoid responding to spam or phishing attempts that require a user to click on any links or to provide any account information. Note: MRSD will never ask for a user's account password for any purpose and users are advised to report any suspicious requests for account information directly to the MRSD Technology Department.

Monitored Use

Electronic mail transmissions and other use of electronic resources by students and employees shall not be considered confidential and may be monitored at any time by designated staff to ensure appropriate use for instructional and administrative purposes. Internet use will be monitored and filtered so that users are not accessing inappropriate material. CIPA-compliant filtering will be used. Every effort will be made to protect users from accessing what could be deemed inappropriate materials online with the understanding that no filtering system can prevent every potential source of what could be deemed inappropriate content.

By authorizing the use of technology resources, MRSD does not relinquish control over materials on the systems or contained in files on the systems. There is no expectation of privacy related to information stored or transmitted over the MRSD network or in MRSD systems. MRSD reserves the right to access, review, copy, store, or delete any files (unless other restrictions apply) stored on MRSD computers and all employee and student communication using the MRSD network. Electronic messages and files stored on MRSD computers, cloud storage, or transmitted using MRSD systems may be treated like any other school property. District administrators and network personnel may review files and messages to maintain system integrity and, if necessary, to ensure that users are acting responsibly. MRSD may choose to deploy location-tracking software on devices for the sole purpose of locating devices identified as lost or stolen.

Personal Use

MRSD recognizes that users may use MRSD email, devices, and network bandwidth for

limited personal use; however, personal use should not interfere with or impede district business and/or cause additional financial burden on the district. Excessive use or abuse of these privileges can be deemed in violation of the Acceptable Use Policy.

Electronic Transmission of Data

When educational records or private data are transmitted or shared electronically, staff are expected to protect the privacy of the data by password-protecting the record/file and only using MRSD systems to transmit data. Staff are also expected to ensure records are sent only to individuals with a right to said records and must take reasonable measures to ensure that only the intended recipients are able to access the data.

Passwords

Users are required to adhere to password requirements set forth by the MRSD when logging into school computers, networks, and online systems. Users are not authorized to share their password and must use extra caution to avoid email scams that request passwords or other personal information. Users must make every reasonable effort to protect confidential data and student privacy by protecting passwords and preventing unauthorized access to computers that access confidential data or student records.

Data Privacy

Access to view, edit, or share personal data on students and employees maintained by MRSD central offices, individual schools, or by persons acting for the district must abide by local, state, and federal regulations, including the Family Educational Rights and Privacy Act. Student and staff information and data may only be shared with individuals deemed eligible to have access by the person(s) responsible for oversight of that data. **Employees have a duty to safeguard student and staff information and data. They must not enter data into unauthorized software/applications without first obtaining approval through the district's established procedures.**

Media & Storage

All local media (USB devices, hard drives, CDs, flash drives, etc.) with sensitive data must be securely protected with a password and/or encrypted to ensure the safety of the data contained. Users are encouraged to use MRSD-approved data/information systems for the storage and transmission of sensitive data whenever possible and avoid storage on local hardware that can not be secured.

Device Support

MRSD provides basic installation, synchronization, and software support for MRSD-issued electronic devices. Devices must be connected to the MRSD network on a regular basis to receive software and antivirus updates and for inventory purposes.

Password protection is required on all MRSD-issued electronic devices to prevent unauthorized use in the event of loss or theft. Users are responsible for making periodic backups of data files stored locally on their devices.

Loss/Theft

Users must take reasonable measures to prevent a device from being lost or stolen. In the event an electronic device is lost or stolen, the user is required to immediately notify the appropriate school staff and/or their direct supervisor, local authorities, and the MRSD Technology Department. The MRSD will take all reasonable measures to recover the lost property and to ensure the security of any information contained on the device.

Return of Electronic Devices

All technology purchased or donated to the MRSD is considered district property and any and all equipment assigned to employees or students must be returned prior to leaving their position or school. All equipment containing sensitive information and data must be returned directly to MRSD before it can be redeployed.

Personal Electronic Devices

The use of personal electronic devices is permitted at the discretion of the Principal and Director of ~~Instructional~~ Technology. All personal devices may only connect to the guest network. This guest network offers throttled bandwidth to ensure school-issued devices and traffic are prioritized on the network. No student or staff member shall connect a wired device such as a router, access point, or computer to the network without the prior approval of the Director of Technology. The MRSD is not responsible for the maintenance and security of personal electronic devices and assumes no responsibility for loss or theft. The district reserves the right to enforce security measures on personal devices when used to access district tools and remove devices found to be in violation of the AUP.

Use of Copyrighted Materials

Violations of copyright law that occur while using the MRSD network or other resources are prohibited and have the potential to create liability for the district as well as for the individual. MRSD staff and students must comply with regulations on copyright plagiarism that govern the use of material accessed through the MRSD network. Users will refrain from using materials obtained online without requesting permission from the owner if the use of the material has the potential of being considered copyright infringement. MRSD will cooperate with copyright protection agencies investigating copyright infringement by users of the computer systems and network of the MRSD.

Liability

The Monomoy Regional School District shall not be liable for users' inappropriate use of electronic resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users.

Administrative Procedures for Implementation

1. Commercial use of the system/network is prohibited.
2. Targeted and/or cyberbullying using of the system/network is prohibited and will be investigated following school and district policies.
3. The district will link the Acceptable Use Policy and Procedures to the district website.
4. Copyrighted software or data shall not be placed on the district system/network without permission from the system administrator or Director of **Instructional Technology**.
5. Access to the network will be granted to employees with the understanding of reading this acceptable use policy and signed agreement of reading.
6. Access will be granted to students with a signed access agreement and permission of the building administrator or designee(s).
7. Students completing required coursework will have first priority for after-hours use of equipment.
8. Principals or their designee will be responsible for disseminating and enforcing policies and procedures in the building(s) under their control.
9. Principals or their designee will ensure that all users complete and sign an agreement to abide by policies and procedures regarding the use of the system/network. All such agreements are to be maintained at the building level.
10. The system/network may not be used for illegal purposes, in support of illegal activities, or for any activity prohibited by district policy.
11. Deliberate attempts to degrade or disrupt system performance may be viewed as violations of district policy and/or criminal activity under applicable state and federal laws.
12. Vandalism will result in the cancellation of system privileges and will require restitution for costs associated with hardware, software, and system restoration.
13. Attempts to read, delete, copy, or modify the electronic mail of other users or to interfere with the ability of other users to send/receive electronic mail is prohibited.
14. Pretending to be someone else when sending/receiving messages is prohibited.
15. Transmitting or viewing obscene material is prohibited.
16. Revealing the personal information (addresses, phone numbers, etc.) of others without their consent is prohibited.
17. The recording (photo/video/audio) and transmitting the images of others without their consent is prohibited.

18. The district will cooperate fully with local, state, or federal officials in an investigation concerning or relating to misuse of the district's system/network.

Reference: MASC File GBEE

Adopted: March 13, 2017

Revised: June 27, 2019

COMMUNITY USE OF DIGITAL RESOURCES

On recommendation of the Superintendent in conjunction with the Director of Technology, the district shall determine when and which computer equipment, software, and information access, including the use of wireless internet access, systems will be available to the community. Those using the district systems as a member of the community must abide by the district's procedures regarding responsible use.

All guests will be prompted to, and must accept the district's digital use form before accessing the district network.

The Superintendent or designee may revoke such access at any time.

SOURCE: MASC 2023

CROSS REF: INJD ACCESS TO DIGITAL RESOURCES

INJDC ACCEPTABLE USE OF DIGITAL RESOURCES

DISTRICT WEBSITE AND SOCIAL MEDIA

The School Committee wishes to ensure accurate delivery of information, and as such, Monomoy Regional School District will maintain a district website and such district and school social media accounts as authorized by the Superintendent. All such online platforms will be maintained by district staff, acting in their professional capacities.

In order for public communication with the School Committee and district personnel to be responded to in a timely manner, in line with the legal requirements for public communication, commenting on all district and school sites will be turned off. Every school and district site will clearly indicate this policy and will direct those wishing to contact the school and district personnel to the appropriate venues to do so.

Unauthorized use of district or school name is prohibited.

A high priority will be placed on such platforms being accessible, frequently updated, and user friendly.

SOURCE: MASC 2023

LEGAL REF: Constitution of the Commonwealth of Massachusetts, Declaration of Rights, Article 16

Constitution of the United States of America, Amendment 1

MGL Ch. 66

MGL Ch. 30A

REF: A Guide to the Massachusetts Public Records Law (Secretary of the Commonwealth)

CROSS REF: BEDH - PUBLIC COMMENT AT SCHOOL COMMITTEE MEETINGS

IJNDC - TECHNOLOGY ACCEPTABLE USE POLICY

BHE - USE OF ELECTRONIC MESSAGING BY SCHOOL COMMITTEE MEMBERS

DRAFT: STATEMENT OF PURPOSE
MASC Rural Schools Committee

The Massachusetts Association of School Committees (MASC) has created the Rural School Committee to promote the goal of addressing the current inequities in the Commonwealth's funding of school districts that serve rural students.

To this end, the Rural Schools Committee's immediate objective will be to secure approval of comprehensive legislation that will fully implement the recommendations of the Special Commission on the Fiscal Health of Rural Schools (July 2022). In doing so, the Committee will work with legislators and School Committees across the state to increase awareness of the unique issues facing rural schools.

The Rural Schools Committee will also:

- Serve as a forum where rural districts present and discuss the issues and opportunities they have in common.
- Generate ideas that may help rural districts operate with maximum efficiency while maintaining a high-quality education for their students.
- Share strategies for working effectively with the small towns – elected officials and community members – that support rural school budgets.

RESOLUTION IN SUPPORT OF LEGISLATION TO IMPROVE THE FISCAL HEALTH OF RURAL SCHOOL DISTRICTS

WHEREAS, Rural school districts in Massachusetts face daunting threats to their financial sustainability and thus to their ability to provide rural students with the same quality of educational opportunity enjoyed by students in other parts of the state.

WHEREAS, The Commonwealth has rightly touted the state's significant increase in education funding following passage of the 2019 Student Opportunity Act (SOA), however the most needy rural and declining enrollment districts have received less than 1% of that increase in funding.

WHEREAS, No less than four recent state and legislative commissions have reviewed the looming crisis facing rural schools and concluded that rural school districts are seriously under-resourced and under-funded.

WHEREAS, The most recent of these commissions was specifically created by the SOA "...to study and make recommendations concerning the long-term fiscal health of rural school districts that are facing or may face declining student enrollment..." including recommendations for, among others things, "expanding the rural school aid grant program" and "establishing and including a low and declining student enrollment factor within the foundation budget."

WHEREAS, In its final report, issued in the December 2022, the Commission on the Fiscal Health of Rural School Districts, concluded that Districts with very low student enrollments cost 16.7% per student more to operate than the state average and that small K-12 regional school districts cost 22.7% per student more to operate than their larger counterparts.

WHEREAS, rural school districts have closed schools, regionalized and shared services with other districts wherever possible in an effort to remain viable and serve their students.

THEREFORE, be it:

RESOLVED: That MASC urges the Legislature to pass comprehensive legislation encompassing all recommendations from the Legislative Commission on the Fiscal Health of Rural Schools report: A Sustainable Future for Rural Schools.

Send to: Senate President Karen Spilka, karen.spilka@masenate.gov; Senate Ways & Means Chair Michael Rodrigues, michael.rodrigues@masenate.gov; Joint Committee on Education Senate Chair Jason Lewis, jason.lewis@masenate.gov; and your own Senator.

Dear President Spilka, Chair Rodrigues and Chair Lewis,

Thank you for your service and your support of public education in the Commonwealth. I am writing to ask you to please promote equitable resourcing for rural schools in the Senate budget by **fully funding Rural School Aid at \$60 million for FY25**.

According to the Commission on the Fiscal Health of Rural School Districts, it costs between 16.7 and 22.7% more per child to educate K-12 students in small and rural districts, a difficult reality that is not recognized by current Chapter 70 funding formulas. Rural school districts/towns account for 18 of the 20 lowest average teacher salaries in the state, and 18 of the 30 highest Massachusetts residential property tax rates. Rural towns already make tremendous sacrifices in teacher pay, student services delivered, and burden on local taxpayers, and have nowhere else to turn in order to continue to provide an acceptable free and appropriate education to our students. Rural Aid is a matter of survival for vulnerable and overlooked small school districts like mine.

[Insert local anecdote here and/or below.]

Please also advance these rural school priorities:

- Fund Regional Transportation to at least 90% reimbursement.
- Fund Special Education Circuit Breaker to at least 75% reimbursement for both tuition and transportation costs. In some rural districts, transportation costs are now higher than tuition costs for Out of District Special Education.
- Increase Minimum Aid to \$200 per pupil.

Thank you for your attention to the needs of rural school districts.

Respectfully,

Name, title and town

MASC FY 25 Advocacy at a Glance
(not a comprehensive list)

FY 25 Budgetary Request

(represents anticipated additional funding above H.2, The Governor's Budget)

7061-9813 Fully Funding the Rural Schools Bill at \$60 million for FY 25 (**\$45million**) **House W&M Proposal cut this line to \$7.5million from 15million as proposed in H.2/ House Concurred**

7061-9813 Adjusting the Chapter 70 inflation index closer to 4.5% opposed to the 1.35% proposal for FY'25 (**\$220million**)

7010-0012 Stable Funding for Metco at the requested funding level of \$33 million (**\$3.5million**) **House increased this line to 30.4million, still 3 million below funding MASC is advocating for the program**

7035-0006 Fully Funding Regional Transportation or match the percentage from FY 24. (**\$12million** percentage funded matching FY 24 at 90%). (**\$25million** Fully Funded.) **House included \$2million more for Regional Transportation than H.2**

7061-9813 Set the per pupil minimum increment at \$100 and make this the floor for future state budgets. **\$104 ppmi was included in House W&M Proposal/ House Concurred**

7061-0012 Setting Circuit Breaker at 75% for both tuition and transportation cost. Some transportation cost are now higher than tuition cost for Out of District Special Education (**\$30million**)

MASC Bills or Supported Bills to pass this Legislative Cycle:

[H.495](#) and [S.246](#) MASC supports the end of State Receivership of our Public Schools and calls for a system to empower locally led, and state supported, systems for improving student outcomes. MASC calls for an examination of our state's accountability system and an end to high stakes testing.

[H.2075](#) Special Education Reserve Fund would increase allowable savings to a 5% of net school spending. This would allow for deeper investment of the municipality's own monies, towards preventing mid-year budget crisis and positioning the school district to have the ability to provide an appropriate public education in the least restrictive setting to all students. The 5% cap would also allow reserves to grow to a sustainable level which hopefully would not be wiped out by a single year of extraordinary special education related expenses.

[H.2076](#) Regional School Assessment Reserve Fund. For member municipalities of Regional Vocational Schools or Regional School Districts, H.2076 creates a mechanism to smooth out the financial peaks and valleys of Regional Assessments by allowing municipalities to save their own funds, which then can be utilized in years where the assessments are high. This bill will give an important tool to municipalities to manage their own annual budgets in a more predictable and efficient manner.

[H.2337](#) and [S.1571](#) to allow students in Agricultural and Horticultural programs to once again have access to instruction on industry equipment under the supervision of Cpt 74 licensed teachers.

[S.241](#) and [H.442](#) calling for a Special Legislative Commission to Study Special Education Funding in the Commonwealth

End-of-Cycle Summative Evaluation Report: Superintendent, April 2024

Superintendent: Scott Carpenter

Evaluator: Monomoy Regional School Committee

April 25, 2024

Name

Signature

Date

Step 1: Assess Progress Toward Goals (*Reference performance goals; check one for each set of goal[s].*)

Professional Practice Goal(s)	Did Not Meet	Some Progress	Significant Progress	X Met	Exceeded
Student Learning Goal(s)	Did Not Meet	Some Progress	Significant Progress	X Met	Exceeded
District Improvement Goal(s)	Did Not Meet	Some Progress	Significant Progress	X Met	Exceeded

Step 2: Assess Performance on Standards (*Reference Performance Ratings per Standard; check one box for each Standard.*)

Unsatisfactory = Performance on a standard or overall has not significantly improved following a rating of *Needs Improvement*, or performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

Needs Improvement/Developing = Performance on a standard or overall is below the requirements of a standard or overall but is not considered to be Unsatisfactory at the time. Improvement is necessary and expected.

Proficient = **Proficient practice is understood to be fully satisfactory. This is the rigorous expected level of performance.**

Exemplary = A rating of *Exemplary* indicates that practice significantly exceeds *Proficient* and could serve as a model of practice regionally or statewide.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Standard I: Instructional Leadership			X	
Standard II: Management and Operations			X	
Standard III: Family and Community Engagement			X	
Standard IV: Professional Culture			X	

End-of-Cycle Summative Evaluation Report: Superintendent

Step 3: Rate Overall Summative Performance (*Based on Step 1 and Step 2 ratings; check one.*)

Unsatisfactory

Needs Improvement

Proficient X

Exemplary

Step 4: Add Evaluator Comments

Comments and analysis are recommended for any rating but are required for an overall summative rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*.

Comments:

It is said that bad things come in threes – and reflecting on the past few years, we were faced with the Covid pandemic, the challenges of remote learning, and a personal injury which impacted the Superintendent's ability to physically be in the school setting due to three months of surgery, rehabilitation, and healing. Despite all these things, we have seen Dr. Carpenter's strengths rise time and time again, particularly his resilience, persistence, and perseverance. We were once again reminded of how blessed we are to have him as our Superintendent. His dedication to his role, his team, and our students was made abundantly clear this year, as he barely missed a beat while dealing with his personal injury and the recovery process over the last half of the FY24 school year. For three months, he did a great job managing the district remotely, leaning into the strong team he has built, all of whom were able to step in and lead where he needed them to, which serves as a testament to his leadership. He stayed engaged and remained in the loop which further proved his commitment as a Superintendent.

Dr. Carpenter exhibits extraordinary talent when it comes to recruiting, coaching, and supporting his administrative team. As a whole, and especially in times when the going gets tough, the Monomoy administrative team (including building principals) remains strong. They are a real family, working well together – and that is due in part to the Superintendent's strong leadership skills. Planning for the retirement of our longtime Director of Technology, Dr. Carpenter facilitated a seamless transition of leadership in the technology department, which served as a good example of his strength in hiring, training, and building strong teams.

With several factors impacting public school systems, Dr. Carpenter continues to lead our district and its growth, balancing the necessity along with creativity, never afraid to make his own path to heighten the strength and integrity of what some may say is a small school district in a large state. The work with the strategic plan stayed on the proposed timeline and was able to be completed with his guidance and support, as was the final stages of the FY25 budget process, all happening during his rehabilitation period. Despite the interruption of in-person work, Dr. Carpenter stayed committed to his goals and to the needs of the district, further showing that his visionary and intuitive approach to leading our district, always based on data, continues to work in our best interests.

Superintendent's Performance Goals

Superintendents must identify at least one student learning goal, one professional practice goal, and two to four district improvement goals. Goals should be SMART and aligned to at least one focus Indicator from the Standards for Effective Administrative Leadership.

Goals	Focus Indicator(s)	Description	Did Not Meet	Some Progress	Significant Progress	Met	Exceeded
Professional Practice Goal #1	III-C, IV-A, IV-C	Engage in professional development with a focus on strategic communication and public engagement. [Cross connects to the School Committee goal on Strategic Planning]			X		
Professional Practice Goal #2	III-A	Pick up where I left off on this Professional Practice Goal last year, having met with the high school Guidance team to get their support in identifying students who would benefit from higher education mentorship and to begin soliciting mentors. This year I would like to work with the Community Engagement Coordinator to implement a higher education mentorship program, to recruit more mentors, and to start the mentorship process with students. [Cross connects to the Strategic Objective of Expanding Community Partnerships and the Strategic Initiative of Increasing Community Involvement in our schools]				X	
Student Learning Goal #1	I-A, I-B, I-C	Support the success of the new "Curriculum Office" so that it lives up to the proposed vision of bolstering teaching and learning by having administrators more regularly in classrooms providing a coaching model of support. [Cross connects to the Strategic Objective of Improving Curriculum, Instruction, and Assessment for All Learners]				X	
District Improvement Goal #1	III-A	Work with the Diversity, Equity, Inclusion, and Belonging Advisory Committee (DEIBAC) to see that new equity and belonging initiatives at both the high school and middle school are operationalized and to monitor and reflect on successes. [Cross connects to the Strategic Objective 3: Close the Achievement Gap AND the School Committee Goal of supporting equity and diversity work within the district]				X	
District Improvement Goal #2	IV-A	Support the Development of a new Strategic Plan [Cross connects to the School Committee Goal of developing the a new Strategic Plan with administration]				X	

District Improvement Goal #3	II-A, II-B	With the pending retirement of the Director of Instructional Technology (December 31, 2023), support a successful and seamless transition within our technology (IT) department. [Cross connects to DESE Superintendent Management & Operations rubric, specifically II-A-2 Operational systems and even more II-B-1 Recruitment & Hiring strategies]					X
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Standards and Indicators for Effective Administrative Leadership <i>Superintendents should identify 1-2 focus Indicators per Standard aligned to their goals.</i>			
I. Instructional Leadership	II. Management & Operations	III. Family & Community Engagement	IV. Professional Culture
I-A. Curriculum I-B. Instruction I-C. Assessment I-D. Evaluation I-E. Data-Informed Decisionmaking I-F. Student Learning	II-A. Environment II-B. HR Management and Development II-C. Scheduling & Management Information Systems II-D. Law, Ethics and Policies II-E. Fiscal Systems	III-A. Engagement III-B. Sharing Responsibility III-C. Communication III-D. Family Concerns	IV-A. Commitment to High Standards IV-B. Cultural Proficiency IV-C. Communication IV-D. Continuous Learning IV-E. Shared Vision IV-F. Managing Conflict

Superintendent's Performance Rating for Standard I: Instructional Leadership



Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)

	U	NI	P	E
I-A. Curriculum: Ensures that all instructional staff design effective and rigorous standards-based units of instruction consisting of well-structured lessons with measureable outcomes. <input type="checkbox"/> Focus Indicator (check if yes)			X	
I-B. Instruction: Ensures that practices in all settings reflect high expectations regarding content and quality of effort and work, engage all students, and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness. <input type="checkbox"/> Focus Indicator (check if yes)			X	
I-C. Assessment: Ensures that all principals and administrators facilitate practices that propel personnel to use a variety of formal and informal methods and assessments to measure student learning, growth, and understanding and make necessary adjustments to their practice when students are not learning. <input type="checkbox"/> Focus Indicator (check if yes)			X	
I-D. Evaluation: Ensures effective and timely supervision and evaluation of all staff in alignment with state regulations and contract provisions. <input type="checkbox"/> Focus Indicator (check if yes)			X	
I-E. Data-Informed Decision Making: Uses multiple sources of evidence related to student learning—including state, district, and school assessment results and growth data—to inform school and district goals and improve organizational performance, educator effectiveness, and student learning. <input type="checkbox"/> Focus Indicator (check if yes)			X	

I-F. Student Learning: Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement, including student progress on common assessments and statewide student growth measures where available. <input type="checkbox"/> Focus Indicator (check if yes)	The Student Learning Indicator does not have corresponding descriptions of practice. Evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account when determining a performance rating for this Standard.			
OVERALL Rating for Standard I: Instructional Leadership The education leader promotes the learning and growth of all students and the success of all staff by cultivating a shared vision that makes powerful teaching and learning the central focus of schooling.			X	
Comments and analysis (recommended for any overall rating; required for overall rating of <i>Exemplary</i>, <i>Needs Improvement</i> or <i>Unsatisfactory</i>): 				

Superintendent's Performance Rating for Standard II: Management & Operations



Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)	U	NI	P	E
II-A. Environment: Develops and executes effective plans, procedures, routines, and operational systems to address a full range of safety, health, emotional, and social needs. <input type="checkbox"/> Focus Indicator (check if yes)			X	
II-B. Human Resources Management and Development: Implements a cohesive approach to recruiting, hiring, induction, development, and career growth that promotes high-quality and effective practice. <input type="checkbox"/> Focus Indicator (check if yes)			X	
II-C. Scheduling and Management Information Systems: Uses systems to ensure optimal use of data and time for teaching, learning, and collaboration, minimizing disruptions and distractions for school-level staff. <input type="checkbox"/> Focus Indicator (check if yes)			X	
II-D. Law, Ethics, and Policies: Understands and complies with state and federal laws and mandates, school committee policies, collective bargaining agreements, and ethical guidelines. <input type="checkbox"/> Focus Indicator (check if yes)			X	
II-E. Fiscal Systems: Develops a budget that supports the district's vision, mission, and goals; allocates and manages expenditures consistent with district- and school-level goals and available resources. <input type="checkbox"/> Focus Indicator (check if yes)				X
OVERALL Rating for Standard II: Management & Operations			X	

The education leader promotes the learning and growth of all students and the success of all staff by ensuring a safe, efficient, and effective learning environment, using resources to implement appropriate curriculum, staffing, and scheduling.

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

Superintendent's Performance Rating for Standard III: Family and Community Engagement



Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)

	U	NI	P	E
III-A. Engagement: Actively ensures that all families are welcome members of the classroom and school community and can contribute to the effectiveness of the classroom, school, district, and community. <input type="checkbox"/> Focus Indicator (check if yes)			X	
III-B. Sharing Responsibility: Continuously collaborates with families and community stakeholders to support student learning and development at home, school, and in the community. <input type="checkbox"/> Focus Indicator (check if yes)			X	
III-C. Communication: Engages in regular, two-way, culturally proficient communication with families and community stakeholders about student learning and performance. <input type="checkbox"/> Focus Indicator (check if yes)			X	
III-D. Family Concerns: Addresses family and community concerns in an equitable, effective, and efficient manner. <input type="checkbox"/> Focus Indicator (check if yes)			X	
OVERALL Rating for Standard III: Family & Community Engagement The education leader promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the mission of the district and its schools.			X	

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

Superintendent's Performance Rating for Standard IV: Professional Culture



Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)

	U	NI	P	E
IV-A. Commitment to High Standards: Fosters a shared commitment to high standards of service, teaching, and learning with high expectations for achievement for all. <input type="checkbox"/> Focus Indicator (check if yes)			X	
IV-B. Cultural Proficiency: Ensures that policies and practices enable staff members and students to interact effectively in a culturally diverse environment in which students' backgrounds, identities, strengths, and challenges are respected. <input type="checkbox"/> Focus Indicator (check if yes)			X	
IV-C. Communication: Demonstrates strong interpersonal, written, and verbal communication skills. <input type="checkbox"/> Focus Indicator (check if yes)			X	
IV-D. Continuous Learning: Develops and nurtures a culture in which staff members are reflective about their practice and use student data, current research, best practices, and theory to continuously adapt practice and achieve improved results. Models these behaviors in his or her own practice. <input type="checkbox"/> Focus Indicator (check if yes)			X	
IV-E. Shared Vision: Successfully and continuously engages all stakeholders in the creation of a shared educational vision in which every student is prepared to succeed in postsecondary education and become a responsible citizen and global contributor.			X	

<input type="checkbox"/> Focus Indicator (check if yes)				
IV-F. Managing Conflict: Employs strategies for responding to disagreement and dissent, constructively resolving conflict and building consensus throughout a district or school community. <input type="checkbox"/> Focus Indicator (check if yes)			X	
OVERALL Rating for Standard IV: Professional Culture The education leader promotes the learning and growth of all students and the success of all staff by nurturing and sustaining a districtwide culture of reflective practice, high expectations, and continuous learning for staff.			X	
Comments and analysis (recommended for any overall rating; required for overall rating of <i>Exemplary</i>, <i>Needs Improvement</i> or <i>Unsatisfactory</i>):				

COASTAL MEDICAL TRANSPORTATION SERVICES

DEPT 3980, PO BOX 4110
WOBURN, MA 01888-4110

(508) 694-6687

for 4/24/24
Keep 3003

242795

MONOMOY REGIONAL SCHOOL DISTRICT
FRUSHNAK@MONOMOY.EDU

M. H. H.

Service Date: 03 31 2023

Account #: 23-93464

Destination: 75 ABINGTON ST
HINGHAM MA 02043

**Inpatient
Status:**

Date of Service	HCPCS	Charge Description	Units	Charge
03 31 2023	A0130	WHEELCHAIR VAN BASE	1	\$125.00
03 31 2023	S0215	WHEELCHAIR VAN MILEAGE	73	\$365.00
03 31 2023	A0130	WHEELCHAIR VAN BASE	1	\$95.00
03 31 2023	S0215	WHEELCHAIR VAN MILEAGE	73	\$365.00

PLEASE PAY THIS AMOUNT

\$ 950.00

DETACH ALONG LINE AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.

Account #: 23-93464

Print Date: 04/18/2024

REMIT TO: COASTAL MEDICAL TRANSPORTATION !
DEPT 3980, PO BOX 4110
WOBURN, MA 01888-4110

AMOUNT ENCLOSED:

\$