



DYRSD SCHOOL COMMITTEE MEETING AGENDA

Monday, January 6, 2020

Station Avenue Elementary School
276 Station Avenue
South Yarmouth, MA

6:30 p.m.

Meeting called to order at _____, due notice having been posted.

Members Present:

Ms. Jeni Landers, Chairperson
Mr. Joseph Tierney, Vice Chairperson
Ms. Andrea St. Germain, Secretary
Mr. Brian Carey, Treasurer
Mr. James Dykeman
Mr. Brian Sullivan
Mr. Phillip Morris

Administration

Mrs. Carol Woodbury, Superintendent of Schools
Mr. Kenneth Jenks, Assistant Superintendent for Administrative and Business Services
Tainan Nunes, Student Representative to the DYRSD School Committee

I. Open the Meeting (6:30 p.m.)

II. Reports (6:30 p.m.)

- A. DYRSD School Committee Student Representative – Tainan Nunes
- B. School Committee Liaisons to the Boards of Selectmen – B. Carey, Dennis; J. Tierney, Yarmouth
- C. Assistant Superintendent Report – Ken Jenks
- D. Superintendent Report – Carol Woodbury
 1. Regional Agreement Approval Memo and Attachments
 2. Building Committee Membership Memo
 3. Feasibility Memo
 4. Project Funding Agreement
The Superintendent recommends approval of the Project Funding Agreement.
Motion: I move that the committee approve the Project Funding Agreement for replacement of the existing Mattacheese Middle School and Wixon School with a new grade 4-7 facility on Station Avenue.
 5. Project Scope and Budget Agreement Including All Exhibits
The Superintendent recommends approval of the Project Scope and Budget Agreement.
Motion: I move that the committee approve the Project Scope and Budget Agreement for replacement of the existing Mattacheese Middle School and Wixon School with a new grade 4-7 facility on Station Avenue.
 6. Good News

III. School Committee Business (6:45 p.m.)

Consent Agenda

IV. Bills, Requisitions and Payroll

V. Calendars (Enc. #5)

VI. Public Comment Period (7:15 p.m.)

VII. Adjourn (7:30 p.m.)

**The items listed to be discussed are those reasonably anticipated by the Chair. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

***Please note: The timeframes listed above are intended to guide the School Committee in their work. It should be understood that the times are approximate, and therefore may occur earlier than noted; and may be taken out of order at the request of the Chair and a vote of the School Committee.*

Should there be a need for clarification on any of the aforementioned, please contact me prior to the meeting to allow sufficient time for further research if necessitated. Thank you. Carol A. Woodbury, Superintendent

Consent Agenda (Enclosure 3)

The Superintendent recommends the School Committee approve the following items as presented:

Donations

Move to accept a donation to the Dennis-Yarmouth Regional High School Athletic Department in memory of Bob Stead per Dr. Funk's memo of December 16, 2019.

Move to accept a \$250.00 donation from Mr. Richard Sullivan of South Yarmouth for the deferment of school lunch expenses.

Move to accept a \$300.00 donation from Bickford Health Associates and Cape Cod Primary Care of Yarmouth Port for the deferment of school lunch expenses.

Move to accept a \$2700.00 donation from Ms. Brooke Sullivan of Brooklyn, New York for the deferment of school lunch expenses for Wixon families.

Minutes

December 16, 2019



Dennis-Yarmouth Regional School District

Administration Center

296 Station Avenue

South Yarmouth, Massachusetts 02664-1898

Telephone (508) 398-7600

Fax (508) 398-7622

To: Board of Selectmen, Town of Dennis
Elizabeth Sullivan, Dennis Town Administrator

Board of Selectmen, Town of Yarmouth
Dan Knapik, Yarmouth Town Administrator

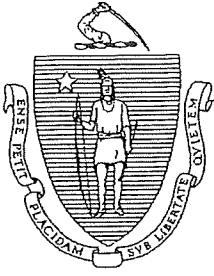
From: Carol A. Woodbury, Superintendent *CAW*

Date: December 24, 2019

Re: Regional Agreement Approval

On December 16, 2019 we received the approval of the Commissioner of Education of the changes to the regional agreement voted at the town meetings on October 29, 2019. Attached for your convenience is a copy of the Commissioner's letter, a copy of the revised Regional Agreement, and a tracked changes version of the document.

Attachments



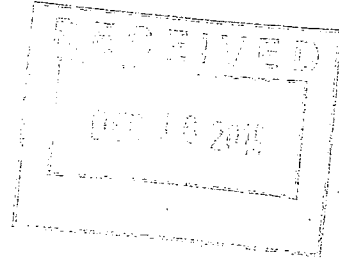
Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

Jeffrey C. Riley
Commissioner

December 4, 2019



Carol A. Woodbury, Superintendent
Dennis-Yarmouth Regional School District
Administration Center
296 Station Avenue
South Yarmouth, MA 02664-1898

Re: Amendment to Regional Agreement

Dear Superintendent Woodbury,

The Department of Elementary and Secondary Education (Department) has received the amendment to the Dennis-Yarmouth Regional School District's regional agreement and copies of the votes of the member towns of the district, certifying that they have approved the amendment. This amendment adds subsection 4 to Section 4(b) and replaces Section 4(d) in its entirety, all related to the apportionment and payment of costs and revenues.

The Department reviewed the amendment and found it to be consistent with applicable laws and regulations. I, therefore, approve this amendment. Pursuant to 603 CMR 41.03, this approval serves to amend the Dennis-Yarmouth Regional School District agreement.

Please contact the Department at any time if we can be of further assistance. My best wishes for continued success in all your future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Riley".

Jeffrey C. Riley
Commissioner of Elementary and Secondary Education

Agreement Between the Towns

Of

Dennis and Yarmouth

Establishing a Regional School District

as amended

Voted at Fall Town Meetings

October 29, 2019

Approved by Commissioner Riley

December 4, 2019

receiving the highest number of votes in Dennis and the two candidates from Yarmouth receiving the highest number of votes in Yarmouth shall be declared elected for a term of three (3) years; the one (1) candidate from Dennis receiving the next highest number of votes in Dennis and the two (2) candidates from Yarmouth receiving the next highest number of votes in Yarmouth shall be declared elected for a term of two (2) years; and the one (1) candidate from Dennis receiving the next highest number of votes in Dennis and the two (2) candidates from Yarmouth receiving the next highest number of votes in Yarmouth shall be declared elected for a term of one (1) year.

Effective at the 1982 annual town elections of the member towns, the size of the Committee shall be reduced to seven (7) members. Notwithstanding anything to the contrary in this Agreement, at the 1982 annual town elections of the member towns, Dennis shall elect one member for a term of three years and Yarmouth shall not elect any member; at the 1983 annual town election, however, Yarmouth shall elect two members, one for a term of two years and one for a term of three years. (Approved Dennis Town Meeting 3/26/81; Approved Yarmouth Town Meeting 4/7/81).

A candidate for membership on the Committee shall file nomination papers with the Town Clerk of the member town in which such candidate resides within the time allowed by the General Laws relating to filing nomination papers for town elections. Any registered voter of any member town may be a candidate and the method of his nomination shall be the same as if he were a candidate for elected town office in the town in which he is a registered voter.

Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the Town Clerk of the town in which they reside and a record of such oath shall be made and kept by the Town Clerk and a copy thereof delivered to the Secretary of the Committee.

Notwithstanding any other provision of this Agreement to the contrary, on or before the February first immediately following the official publication of the most recently conducted state or federal census, the Committee shall determine, on the basis of such census figures, the total population of each member town and the total population of the District. (For the purpose of this paragraph, "official publication" means publication by the Secretary of the Commonwealth in the case of the state census and transmittal to Congress by the President in the case of the federal census.) Membership on the Committee shall be adjusted at that time, as hereinafter provided, so that the number of members of the Committee from each member town shall be determined on the basis of the ratio of the population of such town to the total population of the District. (Approved Yarmouth Town Meeting 1/7/81; Approved Dennis Town Meeting 3/26/81).

The number of members of the Committee elected by a member town shall be determined by computing the ratio which that town's population bears to the total population of the district; multiplying the quotient of such ratio by seven (7) and rounding the product thereof to the nearest whole number. (Approved Dennis Town Meeting 3/26/81; Approved Yarmouth Town Meeting 4/7/81).

vacating office resided at the time of his election. The person so appointed shall be a resident of the town from which the vacancy occurred and shall serve until the next annual town election, at which election a successor shall be elected to serve the balance of the unexpired term, if any.

(f) Quorum

A majority of the Committee shall constitute a quorum, but a lesser number may adjourn any meeting from time to time.

(g) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon regional school district committees by law and by this amended agreement and any amendment or additions thereto or as may be conferred and imposed upon it by any applicable general or special law. Without limiting the generality of the foregoing, the Committee is hereby authorized to establish and maintain state—aided vocational education, acting as trustees therefore, in accordance with Chapter 74 of the General Laws.

SECTION 2. TYPE OF REGIONAL SCHOOL DISTRICT

The Regional School District shall include all grades, kindergarten through twelve (12).

SECTION 3. LOCATION AND LEASING OF SCHOOL FACILITIES

(a) Location

In addition to the existing regional school facilities, any facility constructed for the purpose of accommodating pupils principally from a particular member town shall be located in such town. Any school facility constructed to accommodate pupils in grades nine (9) through twelve (12) shall be located in the district and within a five (5) mile radius of the intersection of Routes 6 and 134.

The locations of the school facilities described in subsection 3(b) are hereby confirmed.

(b) Lease of Schools

Dennis is hereby authorized to lease to the Regional School District all the premises, including buildings and equipment, known as:
Ezra H. Baker Elementary School and Nathaniel H. Wixon Middle School.

Yarmouth is hereby authorized to lease to the Regional School District all the premises, including buildings and equipment, known as:
South Yarmouth Elementary School, John Simpkins Elementary School, Marguerite E. Small Elementary School and Mattacheese Middle School.

Each of the leases authorized above shall be for a term of fifteen (15) years, which shall commence on the date on which the Committee assumes jurisdiction over the

has not been accomplished by that date, on the basis of enrollment in grades nine (9) through twelve (12) of pupils residing in each member town and receiving education at such town's expense on October first of the preceding year.

(3) Such costs incurred on or after the effective date of this amended agreement shall be apportioned to the member towns separately with respect to each district school facility, as follows:

a. Such costs incurred in connection with any particular district elementary school shall be apportioned for each fiscal year on the basis of each member town's enrollment, if any, in such school on October first of the preceding fiscal year. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in such school facility on October first of the preceding fiscal year bears to the total pupil enrollment from both of the member towns in that school facility on the same date. If enrollment in any school facility has not been accomplished by October first of any year, capital costs shall be apportioned on the basis of the enrollment on the preceding October first of pupils in the grades of each town for which the facility is being or has been planned, as shall be determined by the Committee.

b. Such costs incurred in connection with any particular district high school shall be apportioned between the member towns on the basis of each town's enrollment in the regional district high schools, wherever located, on October first of the preceding fiscal year. Each town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in the regional district high school or schools, wherever located, on October first of the preceding fiscal year bears to the total pupil enrollment from both of the member towns in the regional district high school or schools, wherever located, on the same date.

c. Such costs incurred in connection with any particular district junior—senior high school shall be apportioned between the member towns as follows:

(1) Twenty—five (25%) percent of such costs shall be allocated to the seventh and eighth grade portion of the school and shall be apportioned as provided in subsection 4(b) (3)a of this amended agreement;

(2) Seventy—five (75%) percent of such costs shall be allocated to the ninth through twelfth grade portion of the school and shall be apportioned as provided in subsection 4(b) (3)b of this amended agreement.

d. For the purposes of this subsection 4(b) (3), the term "district elementary school" shall mean a school building or buildings which accommodates or has been planned to accommodate pupils in grades kindergarten through eight or any one or more of such grades; the term "district high school" or "regional district high school" shall mean a school building or buildings which accommodates or has been planned to accommodate pupils in grades nine through twelve; the term "junior—senior high school" shall mean a school building or buildings which accommodates or is planned to

of the first month of the fiscal year.

(f) Definition of Revenue

For purposes of apportioning revenue received by the District, the Regional School District shall apportion the following General Fund categories as defined herein:

- i. MGL Chapter 70 State Aid received from the Commonwealth of Massachusetts
- ii. Other Revenues
- iii. Massachusetts School Building Assistance, and
- iv. Transportation Aid

(g) Apportionment of Revenue

The above noted revenues shall be apportioned as follows:

- i. Chapter 70 Aid: Pursuant to Department of Education Regulations.
- ii. Other Revenues: Pursuant to enrollment counts as determined on October First of the preceding fiscal year.
- iii. Massachusetts School Building Assistance: As an "offset" to the applicable corresponding capital construction cost.
- iv. Transportation Aid: As an "offset" based on actual headcounts.

SECTION 5. TRANSPORTATION

School transportation shall be provided by the District and the cost thereof shall be apportioned to the member towns as an operating expense.

SECTION 6. AMENDMENTS

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made that shall substantially impair the rights of the holders of any bonds or notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the district represented by bonds or notes of the District then outstanding and of interest thereon.

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in section (8)), may be initiated by a majority vote of the Committee or by a petition signed by ten (10%) percent of the registered voters of the District. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of each member town as to the number of registered voters in said town according the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the Secretary of the Committee. In either case, the Secretary shall mail a notice in writing to the Board of Selectmen of each member town that

The withdrawing town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection 4(b), or as may be otherwise provided in the amendment providing for withdrawal.

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who are residents of the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of regional school districts.

SECTION 9. AUTHORIZATION OF DEBT

The incurring of indebtedness, except temporary indebtedness in anticipation of revenue, by the District shall be subject to disapproval by the registered voters in the member towns pursuant to the provisions of clause (d) of section sixteen of chapter seventy—one of the General Laws, as it may from time to time be amended.

SECTION 10. BUDGET

(a) Tentative Budget

Not less than thirty (30) days prior to the date on which the Committee adopts, or is required to adopt, whichever occurs first, its final budget for the ensuing fiscal year, the Committee shall prepare a tentative operating and maintenance budget including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes, or other evidence of indebtedness of the District. Said budget shall be in reasonable detail, including the amounts payable under the classification of expenses recommended by the Massachusetts Department of Education. Copies of such tentative budget shall be mailed to the Chairman of the Finance Committee and the Board of Selectmen of each member town.

Not later than fifteen (15) days following the date on which copies of the tentative budget are mailed to the Chairman of the Finance Committee and the Board of Selectmen of the member towns as aforesaid, the Committee shall hold a public hearing within the District, after posting in at least two (2) public places in each member town at least seven (7) days in advance of the hearing, a notice stating the time, place, and purpose of the hearing, and giving such further notice as may be required by law. At such hearing, the Committee shall present the tentative budget and shall answer any reasonable inquiries with respect thereto.

accept this amended agreement. Until the Committee assumes such jurisdiction, the local school committees of the member towns shall retain jurisdiction over the schools located in their respective towns, excluding the present regional high school, with respect to the operation of such schools and the expenditure of funds appropriated therefore for the fiscal year ending on the day before the Committee so assumes such jurisdiction.

Agreement Between the Towns

Of

Dennis and Yarmouth

Establishing a Regional School District

as amended in

~~Spring 2013~~

Voted at Fall Town Meetings

October 29, 2019

Approved by Commissioner Riley

December 4, 2019

Formatted: Font: +Headings (Cambria), Strikethrough

Formatted: Font: +Headings (Cambria)

Formatted: Font: +Headings (Cambria)

Formatted: Left

Formatted: Font: +Headings (Cambria)

AGREEMENT BETWEEN THE TOWNS OF DENNIS AND YARMOUTH ESTABLISHING A REGIONAL SCHOOL DISTRICT AS AMENDED

This amended agreement is made pursuant to Chapter 71 of the General Laws between the towns of Dennis and Yarmouth, hereinafter sometimes called member towns.

SECTION 1. THE REGIONAL SCHOOL DISTRICT COMMITTEE

(a) Composition

The powers and duties of the Regional School District shall be vested in and exercised by a Regional School District Committee, hereinafter called the Committee, which shall, except as provided in subsection 1(c) hereof, consist of seven (7) members, three (3) of whom shall be residents of and elected by Dennis and four (4) of whom shall be residents of and elected by Yarmouth. (Approved Dennis Town Meeting 3/26/81; Approved Yarmouth Town Meeting 4/7/81). All members shall serve until their respective successors are elected and qualified. Except as provided in subsection 1(c) hereof, the term of office of members of the Committee shall be three (3) years.

(b) Interim Committee

All members of the present Regional School District Committee and the School Committees of Dennis and Yarmouth, acting jointly, shall serve as an Interim Committee until the next annual town elections held in the year following the year in which this amended agreement is accepted by the member towns.

(c) Election of Members

Members of the Committee shall be elected by the voters of the member towns at each member town's annual town election.

At the annual town elections of the member towns to be held in the year following the year in which this amended agreement is accepted by the member towns, there shall be elected ten (10) members of the Committee, four (4) of whom shall be residents of and elected by Dennis and six (6) of whom shall be residents of and elected by Yarmouth, as follows:

- (1) One (1) member who is a resident of and elected by Dennis and two (2) members who are residents of and elected by Yarmouth, for a term of one (1) year;
- (2) One (1) member who is a resident of and elected by Dennis and two (2) members who are residents of and elected by Yarmouth, for a term of two (2) years; and
- (3) Two (2) members who are residents of and elected by Dennis and two (2) members who are residents of and elected by Yarmouth, for a term of three (3) years.

At the annual town elections held in the year following the year in which this amended agreement is accepted by the member towns, the two (2) candidates from Dennis

receiving the highest number of votes in Dennis and the two candidates from Yarmouth receiving the highest number of votes in Yarmouth shall be declared elected for a term of three (3) years; the one (1) candidate from Dennis receiving the next highest number of votes in Dennis and the two (2) candidates from Yarmouth receiving the next highest number of votes in Yarmouth shall be declared elected for a term of two (2) years; and the one (1) candidate from Dennis receiving the next highest number of votes in Dennis and the two (2) candidates from Yarmouth receiving the next highest number of votes in Yarmouth shall be declared elected for a term of one (1) year.

Effective at the 1982 annual town elections of the member towns, the size of the Committee shall be reduced to seven (7) members. Notwithstanding anything to the contrary in this Agreement, at the 1982 annual town elections of the member towns, Dennis shall elect one member for a term of three years and Yarmouth shall not elect any member; at the 1983 annual town election, however, Yarmouth shall elect two members, one for a term of two years and one for a term of three years. (Approved Dennis Town Meeting 3/26/81; Approved Yarmouth Town Meeting 4/7/81).

A candidate for membership on the Committee shall file nomination papers with the Town Clerk of the member town in which such candidate resides within the time allowed by the General Laws relating to filing nomination papers for town elections. Any registered voter of any member town may be a candidate and the method of his nomination shall be the same as if he were a candidate for elected town office in the town in which he is a registered voter.

Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the Town Clerk of the town in which they reside and a record of such oath shall be made and kept by the Town Clerk and a copy thereof delivered to the Secretary of the Committee.

Notwithstanding any other provision of this Agreement to the contrary, on or before the February first immediately following the official publication of the most recently conducted state or federal census, the Committee shall determine, on the basis of such census figures, the total population of each member town and the total population of the District. (For the purpose of this paragraph, "official publication" means publication by the Secretary of the Commonwealth in the case of the state census and transmittal to Congress by the President in the case of the federal census.) Membership on the Committee shall be adjusted at that time, as hereinafter provided, so that the number of members of the Committee from each member town shall be determined on the basis of the ratio of the population of such town to the total population of the District. (Approved Yarmouth Town Meeting 1/7/81; Approved Dennis Town Meeting 3/26/81).

The number of members of the Committee elected by a member town shall be determined by computing the ratio which that town's population bears to the total population of the district; multiplying the quotient of such ratio by seven (7) and rounding the product thereof to the nearest whole number. (Approved Dennis Town Meeting

3/26/81; Approved Yarmouth Town Meeting 4/7/81).

If a member town is entitled to one or more additional members of the Committee, as hereinabove provided, such additional member or members from such town shall be elected to the Committee at the annual town election next following the February first on or before which the termination of population must be made. The initial term of one such additional member shall expire in the latest year, but not more than three (3) years, in which the least number of members from the town in which he resides would otherwise be elected and the initial term or terms of any further such additional member or members shall be so arranged that the terms of the least number of members from that town expire in any one year. If the population of a member town shall at any time cause its membership on the Committee to be reduced, such town shall at its next annual town election (or, if the reduction is by more than one, at its next and each subsequent annual town election until it has the requisite number of members) elect one less than the number of members of the Committee from that town whose terms expire. If that reduction does not occur in the year or years in which the largest number of members of the Committee from that member town is elected, there shall be an adjustment in the next year in which the largest number of members of the Committee from that member town is elected, such that one term to be filled by election in that year shall expire in the year in which the least number of members of the Committee from that member town would otherwise be elected. Notwithstanding any such reduction in membership, each elected member shall serve until the expiration of the term for which he was elected. (Approved Yarmouth Town Meeting 1/7/81; Approved Dennis Town Meeting 3/26/81).

The term of office of members of the Committee shall commence on the day following their election. (Adopted Dennis Town Meeting 2/77; Yarmouth Town Meeting 4/77).

If there is a failure to nominate or a failure to elect a candidate, then the Board of Selectmen of the member town in which such failure to nominate or elect occurs shall appoint a member as though there were a vacancy under the provisions of subsection 1(a) of this amended agreement.

(d) Organization

At the first regular meeting of the Committee following the acceptance of this amended agreement by the member towns, and, thereafter, at the first regular meeting of the Committee following the latter of the annual town elections of the member towns in each year, the Committee shall organize and choose by ballot a chairman and vice—chairman from its own membership. At the same meeting or at any other meeting, the Committee shall appoint a treasurer and a secretary who may be the same person but who need not be members of the Committee.

(e) Vacancies

If a vacancy occurs on the Committee, such vacancy shall be filled within thirty (30) days there from by the Board of Selectmen of the member town in which the member vacating office resided at the time of his election. The person so appointed shall be a

resident of the town from which the vacancy occurred and shall serve until the next annual town election, at which election a successor shall be elected to serve the balance of the unexpired term, if any.

(f) Quorum

A majority of the Committee shall constitute a quorum, but a lesser number may adjourn any meeting from time to time.

(g) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon regional school district committees by law and by this amended agreement and any amendment or additions thereto or as may be conferred and imposed upon it by any applicable general or special law. Without limiting the generality of the foregoing, the Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with Chapter 74 of the General Laws.

SECTION 2. TYPE OF REGIONAL SCHOOL DISTRICT

The Regional School District shall include all grades, kindergarten through twelve (12).

SECTION 3. LOCATION AND LEASING OF SCHOOL FACILITIES

(a) Location

In addition to the existing regional school facilities, any facility constructed for the purpose of accommodating pupils principally from a particular member town shall be located in such town. Any school facility constructed to accommodate pupils in grades nine (9) through twelve (12) shall be located in the district and within a five (5) mile radius of the intersection of Routes 6 and 134.

The locations of the school facilities described in subsection 3(b) are hereby confirmed.

(b) Lease of Schools

Dennis is hereby authorized to lease to the Regional School District all the premises, including buildings and equipment, known as: Ezra H. Baker Elementary School and Nathaniel H. Wixon Middle School.

Yarmouth is hereby authorized to lease to the Regional School District all the premises, including buildings and equipment, known as: South Yarmouth Elementary School, John Simpkins Elementary School, Marguerite E. Small Elementary School and Mattacheese Middle School.

Each of the leases authorized above shall be for a term of fifteen (15) years, which shall commence on the date on which the Committee assumes jurisdiction over the pupils in the grades served by said schools, shall contain a provision for the extension of

the term for an additional term of fifteen (15) years, renewable at any time during the term at the option of the Committee, and shall contain provisions authorizing the Regional School District to insure, repair, improve, alter, or remodel any of the leased facilities. No rental shall be charged to the District by either of the member towns. Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee, who are authorized and who shall execute the lease for the member town and the District, respectively.

SECTION 4. APPORTIONMENT AND PAYMENT OF COSTS AND REVENUE

(a) Definition of Costs

For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into three (3) categories, as follows:

(1) Capital costs, which shall consist of the costs of: acquiring land and constructing, reconstructing, adding to, and equipping a school building or buildings; remodeling and making extraordinary repairs to a school building or buildings; constructing sewerage systems and sewerage treatment and disposal facilities; purchasing or using such sewerage systems with municipalities; leasing, with an option to purchase, equipment for educational purposes; any other projects or acquisitions of a capital nature which the District is or may be authorized to finance by borrowing; and debt service on bonds and notes of the District issued to finance capital costs.

(2) Special operating costs, which shall include the cost of evening, graduate, and extension courses or any other types of courses, including vocational education programs but excluding summer school programs, that are offered by the District to persons other than pupils attending a regular District comprehensive school program in any of the grades kindergarten through twelve, inclusive.

(3) Operating costs, which shall consist of all costs of the District other than capital cost and special operating costs.

(b) Apportionment of Capital Costs

Capital costs shall be apportioned as follows:

(1) Such costs incurred prior to September 1, 1973, shall be apportioned between the member towns on the basis of equalized valuation of such towns, as set forth in Chapter 559 of the Acts of 1945, entitled "An Act Establishing the Basis for Apportionment of State and County Taxes," or such later equalized valuation as may be enacted by the General Court of the Commonwealth next preceding each bond issue.

(2) Such costs incurred on or after September 1, 1973, but prior to the effective date of the amended agreement shall be apportioned to the member towns for any fiscal year on the basis of their respective enrollments in the regional district schools on October first of the preceding year, or in the event that enrollment in the regional district schools has not been accomplished by that date, on the basis of enrollment in grades nine (9)

through twelve (12) of pupils residing in each member town and receiving education at such town's expense on October first of the preceding year.

(3) Such costs incurred on or after the effective date of this amended agreement shall be apportioned to the member towns separately with respect to each district school facility, as follows:

a. Such costs incurred in connection with any particular district elementary school shall be apportioned for each fiscal year on the basis of each member town's enrollment, if any, in such school on October first of the preceding fiscal year. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in such school facility on October first of the preceding fiscal year bears to the total pupil enrollment from both of the member towns in that school facility on the same date. If enrollment in any school facility has not been accomplished by October first of any year, capital costs shall be apportioned on the basis of the enrollment on the preceding October first of pupils in the grades of each town for which the facility is being or has been planned, as shall be determined by the Committee.

b. Such costs incurred in connection with any particular district high school shall be apportioned between the member towns on the basis of each town's enrollment in the regional district high schools, wherever located, on October first of the preceding fiscal year. Each town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in the regional district high school or schools, wherever located, on October first of the preceding fiscal year bears to the total pupil enrollment from both of the member towns in the regional district high school or schools, wherever located, on the same date.

c. Such costs incurred in connection with any particular district junior—senior high school shall be apportioned between the member towns as follows:

(1) Twenty—five (25%) percent of such costs shall be allocated to the seventh and eighth grade portion of the school and shall be apportioned as provided in subsection 4(b) (3)a of this amended agreement;

(2) Seventy—five (75%) percent of such costs shall be allocated to the ninth through twelfth grade portion of the school and shall be apportioned as provided in subsection 4(b) (3)b of this amended agreement.

d. For the purposes of this subsection 4(b) (3), the term "district elementary school" shall mean a school building or buildings which accommodates or has been planned to accommodate pupils in grades kindergarten through eight or any one or more of such grades; the term "district high school" or "regional district high school" shall mean a school building or buildings which accommodates or has been planned to accommodate pupils in grades nine through twelve; the term "junior—senior high school" shall mean a school building or buildings which accommodates or is planned to accommodate pupils in grades nine through twelve plus pupils in any one or more of the

elementary grades kindergarten through eight.

(4) With respect to the percentage split of the District's capital costs and expenditures: (i) Yarmouth shall bear 65% and Dennis shall bear 35% of the capital cost split for the building project to replace the Mattacheese and Wixon Schools to be located on Station Avenue; and (ii) the capital cost split for all other capital expenses and projects shall be in accordance with the current Regional Agreement, as may otherwise be amended.

(c) Apportionment of Special Operating Costs

Special operating Costs shall be apportioned to the member towns on the basis of the ratio which the enrollment of pupil hours of residents of each member town in courses described in paragraph 2 of subsection 4(a) for the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from residents of both member towns on such dates. Enrollment in such courses shall be determined on the basis of those pupils enrolled in each of said courses as of the first Tuesday after the first Monday of the week that said courses commence.

(d) Apportionment of Operating Costs

~~Operating costs attributable to a particular district school facility or attributable solely to the district school facilities located in one member town shall be apportioned separately with respect to each district school facility. Such costs incurred on or after the effective date of this amended agreement shall be apportioned between the member towns as provided in subsection 4(b) (3)a of this amended agreement.~~

~~Operating costs not attributable to a particular district school facility or not attributable solely to the district school facilities located in one member town, which shall include, but not be limited to, any operating costs that exceeds any minimum local contribution as required by the state, the costs of operation and maintenance of the District's central administration office and staff, the responsibilities of which are District-wide, and the costs of transportation of pupils to and from school, food services, employees' retirement, and insurance, and capital costs not otherwise apportioned under section 4(b), shall be apportioned to the member towns for any fiscal year on the basis of each town's enrollment in the regional district schools, wherever located, on October first of the preceding fiscal year.~~

~~The decision of the Committee as to whether any costs are attributable to a particular district school facility or solely to the district school facilities located in one member town, shall be final and conclusive.~~

With respect to the percentage split of the District's operating costs by and between Dennis and Yarmouth (i) the split for operating costs for the Commonwealth's designated minimum required contribution shall be in accordance with the statutory formula under M.G.L. c. 70; and (ii) the split for all operational costs above the minimum required contribution shall be based upon percentage share of the five-year rolling average of

Formatted: List Paragraph, Indent: Left: 0", First line: 0.44", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.46" + Tab after: 1.24" + Indent at: 1.24", Tab stops: Not at 1.13" + 1.24"

Formatted: List Paragraph, Indent: Left: 0.44", Tab stops: Not at 1.13"

foundation enrollment, beginning with Fiscal year 2016, for each town. For the purposes of this Agreement, the term foundation enrollment shall be in substantial conformance with the definition utilized by the Commonwealth's Department of Elementary and Secondary Education ("DESE").

(e) Times of Payment of Apportioned Costs

(1) Capital costs. At least fifteen (15) days before the date on which any indebtedness (consisting of interest or principal and interest on bonds and notes) incurred by the District to finance capital costs is payable, each member town shall pay to the District its respective share of the amount that is so payable by the District on said date. All other capital costs not consisting of payments on account of indebtedness as aforesaid shall be paid in the same manner as operating costs.

(2) Special operating costs and operating costs. Each member town shall pay to the District in each fiscal year its proportionate share, determined as provided in subsection 4(c) and 4(d), of the special operating costs and operating costs. The annual share of each member town shall be paid in twelve (12) equal installments at such times that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth day of the first month of the fiscal year.

(f) Definition of Revenue

For purposes of apportioning revenue received by the District, the Regional School District shall apportion the following General Fund categories as defined herein:

- i. MGL Chapter 70 State Aid received from the Commonwealth of Massachusetts
- ii. Other Revenues
- iii. Massachusetts School Building Assistance, and
- iv. Transportation Aid

(g) Apportionment of Revenue

The above noted revenues shall be apportioned as follows:

- i. Chapter 70 Aid: Pursuant to Department of Education Regulations.
- ii. Other Revenues: Pursuant to enrollment counts as determined on October First of the preceding fiscal year.
- iii. Massachusetts School Building Assistance: As an "offset" to the applicable corresponding capital construction cost.
- iv. Transportation Aid: As an "offset" based on actual headcounts.

SECTION 5. TRANSPORTATION

School transportation shall be provided by the District and the cost thereof shall be apportioned to the member towns as an operating expense.

SECTION 6. AMENDMENTS

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made that shall substantially impair the rights of the holders of any bonds or notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the district represented by bonds or notes of the District then outstanding and of interest thereon.

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in section (8)), may be initiated by a majority vote of the Committee or by a petition signed by ten (10%) percent of the registered voters of the District. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of each member town as to the number of registered voters in said town according the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the Secretary of the Committee. In either case, the Secretary shall mail a notice in writing to the Board of Selectmen of each member town that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by each of the member towns, acceptance by each member town to be by a majority vote at a town meeting as aforesaid.

SECTION 7. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this agreement adopted under and in accordance with section 6 above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and upon such terms as may be set forth in such amendment.

SECTION 8. WITHDRAWAL

The withdrawal of a member town from the District may be affected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided:

- (a) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the fiscal year in which such

withdrawal takes effect; and

(b) that said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount that such town has paid over at the time of withdrawal and which has been applied to the payment of indebtedness. The clerk of the town seeking to withdraw shall notify in writing the Committee that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitations contained in the first paragraph of section 6. The Secretary shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has proposed an amendment (enclosing a copy of the amendment). The Selectmen of each member town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose, an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each member town to be by majority vote at a town meeting as aforesaid. The withdrawing town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection 4(b), or as may be otherwise provided in the amendment providing for withdrawal.

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who are residents of the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of regional school districts.

SECTION 9. AUTHORIZATION OF DEBT

The incurring of indebtedness, except temporary indebtedness in anticipation of revenue, by the District shall be subject to disapproval by the registered voters in the member towns pursuant to the provisions of clause (d) of section sixteen of chapter seventy—one of the General Laws, as it may from time to time be amended.

SECTION 10. BUDGET

(a) Tentative Budget

Not less than thirty (30) days prior to the date on which the Committee adopts, or is required to adopt, whichever occurs first, its final budget for the ensuing fiscal year, the Committee shall prepare a tentative operating and maintenance budget including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes, or other evidence of indebtedness of the District. Said budget shall be in reasonable detail, including the amounts payable under the classification of expenses recommended by the Massachusetts Department of Education. Copies of such tentative budget shall be mailed to the Chairman of the Finance Committee and the Board of Selectmen of each member town.

Not later than fifteen (15) days following the date on which copies of the tentative budget are mailed to the Chairman of the Finance Committee and the Board of Selectmen of the member towns as aforesaid, the Committee shall hold a public hearing within the District, after posting in at least two (2) public places in each member town at least seven (7) days in advance of the hearing, a notice stating the time, place, and purpose of the hearing, and giving such further notice as may be required by law. At such hearing, the Committee shall present the tentative budget and shall answer any reasonable inquiries with respect thereto.

(b) Annual Budget

The Committee shall adopt an annual operating and maintenance budget on or before the latest date permitted by law there of. Said budget shall include debt and interest charges as a separate item, and the Committee shall apportion the amount necessary to be raised in order to meet said budget in accordance with the provisions of subsections 4(b), (c), and (d). The amount so apportioned to each member town shall, not later than thirty (30) days following adoption of the final annual budget, be certified by the district treasurer to the treasurer of each member town, and each member town shall, at its next annual meeting, appropriate the amounts so certified to it.

SECTION 11. TUITION STUDENTS

Students residing outside the District may attend the District's schools upon approval of the Committee and payment of tuition as determined. by the Committee.

SECTION 12. EMPLOYMENT OF TEACHERS

Any teacher whose position is superseded by the establishment, operation or expansion of the District and who is serving at the discretion of a local school committee of a member town when this amended agreement takes effect shall be employed by the Committee to serve at its discretion. Any teacher who is employed by a local school committee of a member town on April fifteenth preceding the date on which the District assumes jurisdiction of the pupils in the grade or grades being taught by such teacher, but who is not serving at the discretion of such local school committee, shall be given preferred consideration for a similar position in the District's schools to the extent such positions exist.

SECTION 13. ASSIGNMENT OF PUPILS

Subject to the provisions of this section 13 and section 14, all pupils in grades kindergarten through *three* shall receive their education in facilities that are located in the respective towns in which the pupils reside, except that in the case of children with special needs, the -Committee may provide for other appropriate arrangements. For the purposes of this section, the term "children with special needs" shall have the same meaning as the term "school—age child with special needs," as defined in section one of chapter seventy—one B of the General Laws.

SECTION 14. EFFECTIVE DATE AND JURISDICTION

This amended agreement shall take effect upon its acceptance by each of the member towns, acceptance by each town to be by a majority vote at a town meeting.

Notwithstanding any provision of this section to the contrary, the Committee shall assume jurisdiction over the pupils in all grades of the District from kindergarten through grade twelve on July first next following the affirmative votes of the member towns to accept this amended agreement. Until the Committee assumes such jurisdiction, the local school committees of the member towns shall retain jurisdiction over the schools located in their respective towns, excluding the present regional high school, with respect to the operation of such schools and the expenditure of funds appropriated therefore for the fiscal year ending on the day before the Committee so assumes such jurisdiction.



Dennis-Yarmouth Regional School District

Administration Center

296 Station Avenue

South Yarmouth, Massachusetts 02664-1898

Telephone (508) 398-7600

Fax (508) 398-7622

To: Board of Selectmen, Town of Dennis
Elizabeth Sullivan, Dennis Town Administrator

Board of Selectmen, Town of Yarmouth
Dan Knapik, Yarmouth Town Administrator

From: Carol A. Woodbury, Superintendent *CAW*

Date: December 24, 2019

Re: Building Committee Membership

We have been given the green light by the Massachusetts School Building Authority (MSBA) to move forward with the Mattacheese/Wixon building project. We are in the process of signing the Project Scope and Budget Agreement (the "PSBA") and the Project Funding Agreement (the "PFA").

With the signing of these documents we are now ready to move forward and will need to hold a building committee meeting in the near future. Please confirm your representatives to the building committee as they must be approved by the School Committee and then MSBA. Previously, your representatives included the Town Administrator or his/her representative, a member of the Board of Selectmen, and a Member of the Finance Committee. Since these people must be approved it is important that the representation be consistent. If one of your members is absent you may send a substitute to gather information, but that person will not have voting rights.

Please let us know as soon as possible who the representatives will be. Thank you for your assistance with this important endeavor.



Dennis-Yarmouth Regional School District

Administration Center

296 Station Avenue

South Yarmouth, Massachusetts 02664-1898

Telephone (508) 398-7600

Fax (508) 398-7622

To: Dan Knapik, Yarmouth Town Administrator
Board of Selectmen, Town of Yarmouth

Elizabeth Sullivan, Dennis Town Administrator
Board of Selectmen, Town of Dennis

From: Carol A. Woodbury, Superintendent *CAW*

Date: January 2, 2020

Re: Feasibility Study Shared Costs

As you are aware on May 7, 2016 at the Yarmouth Annual Town Meeting there was an appropriation of \$418,125 for the feasibility study for the Mattacheese School Building Project. This was considered the District's share of the total feasibility cost of \$750,000 since the Massachusetts School Building Authority (MSBA) would reimburse the feasibility costs at 44.25% for a total of \$331,875.

Recently, we submitted the last \$11,000 from the feasibility study to MSBA and the Town of Yarmouth for reimbursement. This payment will bring the total cost for the feasibility study to \$708,445. We will have received \$313,487.08 in MSBA reimbursements and \$394,957.92 from the Town of Yarmouth. Please note that the total cost to the towns was slightly less than the original appropriation of \$418,125.

Now that we have an approved regional agreement split for this project the cost of the feasibility study will be 65% for Yarmouth and 35% for Dennis. With the new regional agreement split, the cost of the feasibility for Yarmouth is \$256,722.65 and the cost to Dennis is \$138,235.27. The Town of Dennis will have to appropriate its share of the feasibility study and reimburse the Town of Yarmouth for this amount as the full amount will have already been paid to the district.

If you have any further questions, please feel free to contact me.

Copy to: Dennis-Yarmouth Regional School Committee
Ken Jenks, Assistant Superintendent
Susan Nelson, Assistant Treasurer

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

PROJECT FUNDING AGREEMENT

This PROJECT FUNDING AGREEMENT, (the "Project Funding Agreement"), dated as of _____, 20__ (the "Effective Date") is entered into by and between the Massachusetts School Building Authority, an independent public authority of the Commonwealth of Massachusetts (the "Authority"), and the Dennis-Yarmouth Regional School District together with its successors and assigns (the "District" or "Owner") (Authority and District or Owner collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the provisions of General Laws Chapter 70B, as amended ("Chapter 70B"), Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* authorize the Authority to provide a Total Facilities Grant (as defined in Section 1 below) to Eligible Applicants for approved school building construction, renovation, and repair projects; and

WHEREAS, the District has applied for and desires to receive a Total Facilities Grant from the Authority pursuant to the provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* for a Project (as defined in Section 1 below) consisting of the replacement of the existing Mattacheese Middle School and Wixon Innovation School with a new grades 4-7 facility on the Station Avenue site as it is more particularly described elsewhere in this Agreement; and

WHEREAS, the Authority has determined that the District's Project is eligible for the receipt of a Total Facilities Grant, and the District has agreed to receive a Total Facilities Grant, pursuant to a schedule determined by the Authority and subject to all of the terms and conditions of this Project Funding Agreement; and

WHEREAS, the Project is in the best interests of the Commonwealth and the District with respect to its site, type of construction, sufficiency of accommodations, open space preservation, urban development, urban sprawl, and energy efficiency; and

WHEREAS, the District has confirmed that the Project is necessary to meet educational standards of the curriculum frameworks established by the board of education pursuant to M.G.L. c. 69, § 1E for anticipated enrollment levels; and

WHEREAS, the Project has a value over its useful life commensurate with the lifecycle cost of building, operating, and maintaining the school facility; and

WHEREAS, the Project is not at a school that has been the site of an approved school project pursuant to Chapter 70B or Chapter 645 of the Acts of 1948, as amended, within the 10 years prior to the Project Application date, or the Project is unrelated to such previously approved project in the same school; and

WHEREAS, the Project is within the capacity of the Authority to finance within revenues projected to be available to the Authority; and

5

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

WHEREAS, the District has confirmed that the commissioner of education has certified that adequate provisions have been made in the Project for children with disabilities, as defined in M.G.L. c. 71B, § 1; and

WHEREAS, the District has procured an Owner's Project Manager, as defined in Section 1 of this Agreement, using a qualifications-based selection process and such Owner's Project Manager has been approved by the Authority; and

WHEREAS, the District has procured a Designer for the Project in accordance with the provisions of M.G.L. c. 7C, s. 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12 and any other applicable laws and regulations and said Designer has been approved by the Authority's Designer Selection Panel; and

WHEREAS, the Board of the Authority has voted to authorize the Executive Director to enter into a Project Funding Agreement with the District for the Project; and

WHEREAS, the District has taken all necessary votes authorizing the Project and has authorized and appropriated the Total Project Budget, in formats prescribed by or otherwise acceptable to the Authority;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Project Funding Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Authority and the District, intending to be legally bound, hereby agree as follows:

The Authority agrees to provide a Total Facilities Grant to the District, subject to all of the following terms and conditions:

SECTION 1 DEFINITIONS

Capitalized terms that are not defined in this Section 1 shall have the meanings ascribed to them in Chapter 70B or 963 CMR 2.00 *et seq.* For purposes of this Project Funding Agreement, the following words shall have the following meanings:

"Assisted Facility" means the school facility that is eligible for and will receive either a Total Facilities Grant or partial payment of a Total Facilities Grant pursuant to this Project Funding Agreement.

"Construction Contract Documents" means all agreements, contracts, and other documents, including, but not limited to, the Owner-Contractor or Owner-CM at Risk Contracts and attachments thereto, Advertisements, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contracts, Specifications, Drawings, Schedule of Values in a format acceptable to the Authority, all addenda issued prior to execution of the Contracts, and other documents listed in the Owner-Contractor or Owner-CM at Risk contracts and any amendments or modifications issued after execution of said contracts, executed by and between the District and the Contractors or any other parties that set forth the terms, conditions, requirements, and specifications for the design and construction of the Project. For purposes of this Project Funding Agreement, the Construction Contract Documents shall also at all times include a current construction schedule, a current Total Project Budget, and a current cash flow projection.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

“CM at Risk” or “Construction Manager at Risk” means a sole proprietorship, partnership, corporation, or other legal entity that provides construction management at risk services as defined in G.L. c. 149A, § 2 and is the person or entity procured as such by the District in accordance with G.L. c. 149A, *et seq.*, and who is primarily responsible for the performance and execution of the construction work on the Project.

“Contractor” means the person or entity identified as such throughout the Construction Contract Documents and who is primarily responsible for the performance and execution of the construction work on the Project.

“Designer” means the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 through 58 and has been procured and contracted by the District to perform professional design services.

“Educational Program” means a numerical and verbal description of a specific educational program for a specified number of students over a specified period of time, together with spaces needed to support the program, complete to the degree that a Designer may use it as the basic document from which to create the design of the Assisted Facility. A copy of the Educational Program for the Project is attached hereto as **Exhibit “H”** and is incorporated by reference herein.

“Effective Date” means the date stated in the first paragraph of this Project Funding Agreement which shall be the date on which this Project Funding Agreement shall take effect.

“Excusable Delay” means a delay of the Project that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable.

“Final Request and Certificate for Reimbursement” means the certificate in the form prescribed by the Authority, submitted by the District to the Authority upon final completion of the Project, that is (1) signed by the Owner’s Project Manager stating that, to the best of the Owner’s Project Manager’s knowledge and belief, the Project has been completed and constructed in accordance with all Construction Contract Documents; (2) signed by the Designer stating that, to the best of the Designer’s knowledge and belief, the Project has been completed and constructed in accordance with the Construction Contract Documents and all applicable building and safety codes in effect at the time of construction, and that the Project was constructed in accordance with the applicable MSBA sustainability requirements; and (3) signed by a duly authorized representative of the District stating, to the best of his/her knowledge and belief, that all of the terms and conditions of this Project Funding Agreement, all other agreements between the District and the Authority and all applicable regulations and guidelines of the Authority have been satisfied.

“Furnishings and Equipment Schedule” means, where applicable, the complete listing of furniture, fixtures, and equipment, as attached hereto as **Exhibit “F”**.

“Guaranteed Maximum Price” or “GMP” means the agreed total dollar amount for the Construction Manager at Risk services, including the cost of the work, the general conditions, the GMP contingency, and the fee charged by the Construction Manager at Risk firm.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

“Monthly” means once each calendar month.

“Notice to Proceed” means the written communication issued by the District to the Contractor or CM at Risk authorizing him to proceed with the Owner-Contractor or Owner-CM at Risk contract and establishing the date for commencement of the contract time.

“Owner’s Project Manager” means the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated by, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

“Project” refers to the replacement of the existing Mattacheese Middle School and Wixon Innovation School with a new grades 4-7 facility on the Station Avenue site, as it is more particularly described elsewhere in this Agreement, which is a (1) Capital Construction Project, (2) Major Reconstruction Project, or (3) School Project, each as defined in Chapter 70B, §2.

“Project Cash Flow” means a detailed accounting of the projected amount of funding being received and expended by the District during the course of the Project on a monthly basis, which is attached hereto as **Exhibit “D”**.

“Project Permits” means all permits, approvals, consents, and licenses issued or granted by governmental authorities, necessary or appropriate to the construction, completion, and occupancy of the Project.

“Project Schedule” means the schedule for the Project, including a detailed estimated timeline as described in 963 CMR 2.10(10), which is attached hereto as **Exhibit “C”**.

“Project Scope” means the scope of the Proposed Project that has been mutually agreed to by the Authority and the District and as is attached hereto as **Exhibit “B”**.

“Project Scope and Budget Agreement” means the agreement described in 963 CMR 2.00, *et seq.* that has been executed by the Parties and is incorporated by reference herein.

“Project Scope and Budget Conference” means the conference described in 963 CMR 2.10(9).

“Project Site” means the specific location of the Project as more fully described in **Exhibit “E”** attached hereto.

“Schematic Drawings and Plans” means, where applicable to the Project, preliminary floor plans identifying programmatic and other spaces, elevations, site plans, plot plans, topographical plans, plans showing the location of the Project in relationship to other schools in the district, engineering studies, and any other plans deemed necessary by the Authority.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

“Subcontractor” means a person or entity that has a direct contract with the Contractor or CM at Risk to perform a portion of the work on the Project.

“Total Facilities Grant” means the Authority’s final, approved, total financial contribution to an Approved Project, which is calculated by the Authority pursuant to the provisions of Chapter 70B, Chapter 208 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and paid to the District pursuant to a schedule established by the Authority and subject to the terms and conditions of this Project Funding Agreement.

“Estimated Maximum Total Facilities Grant” shall mean the estimated Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), which amount does not include reimbursement amounts for any potentially eligible costs within the owner’s contingency and construction contingency line items in the Total Project Budget (“Exhibit A”). The actual Total Facilities Grant for the Project may be an amount less than the Estimated Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Maximum Total Facilities Grant” shall mean the maximum Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), that shall not be exceeded under any circumstances. The Maximum Total Facilities Grant amount includes reimbursement amounts for any potentially eligible costs that may be expended from the owner’s contingency and the construction contingency line items in the Total Project Budget (“Exhibit A”) in accordance with the Authority’s regulations, policies and guidelines and the provisions of this Agreement. The eligibility of any such costs for reimbursement shall be determined by the Authority within its sole discretion provided that the total amount of Project costs eligible for reimbursement, including any eligible costs expended from the owner’s contingency and construction contingency line items, shall not exceed the Maximum Total Facilities Grant amount under any circumstances. The actual Total Facilities Grant for the Project may be an amount less than the Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Total Project Budget” means a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, has been or will be incurred in connection with the planning, design, construction, development, the mobilization of the operation, and the completion of the Project, approved by the Authority, which may be updated from time to time by mutual agreement of the Parties and which is attached hereto as Exhibit “A”.

“Vendor” means any person, entity, business, or service provider under contract or agreement with the District to provide goods or services to the District in connection with the Project.

SECTION 2 THE PROJECT AND THE TOTAL FACILITIES GRANT

2.1 As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Authority, (a) all of the terms and conditions of this Project Funding Agreement, (b) the applicable provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Authority, the Authority hereby approves the following Estimated Maximum Total Facilities Grant for the Project: an amount that, except as specifically provided in this Section 2.1, shall under no Project Funding Agreement v.11.15.2016

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

circumstances exceed the lesser of (i) 57.68% of the final approved, total eligible Project costs, as determined by the Authority, ("Reimbursement Rate") or (ii) \$44,366,565.00 ("Estimated Total Facilities Grant"). Notwithstanding the foregoing, the Authority may determine, in its sole discretion, and subject to the limitations set forth in Section 2.3 of this Agreement, that expenditures from the owner's contingency and construction contingency line items of the Total Project Budget, so-called, are eligible for reimbursement, and in the event of any such determination, the Authority may adjust the above-stated Estimated Maximum Total Facilities Grant amount to account for the eligible, approved owner's and construction contingency expenditures up to a Maximum Total Facilities Grant of \$45,318,744.00. In no event shall the final, Maximum Total Facilities Grant, including any eligible owner's and construction contingency amounts, exceed \$45,318,744.00. The Parties hereby acknowledge and agree that the Estimated Maximum Total Facilities Grant and Maximum Total Facilities Grant amounts set forth in this Section 2.1, are maximum amounts of funding that the District may receive from the Authority for the Project, and that the final amount of the Total Facilities Grant may equal an amount less than either of the aforesaid amounts, as determined by an audit conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the above-stated Total Facilities Grant or ineligible for payment by the Authority shall be the sole responsibility of the District. The Reimbursement Rate set forth above, and as more fully described in the reimbursement rate summary, attached hereto as **Exhibit "I"**, includes incentive reimbursement points pursuant to G.L. c. 70B, § 10(a)(C). Any incentive reimbursement points for green/energy efficiency and CM at Risk that may be included in this Agreement have been provisionally assigned and are subject to a final determination by the Authority as to the District's eligibility to receive such incentive reimbursement points. The Reimbursement Rate set forth above and the Total Facilities Grant shall be subject to a decrease, as provided in Section 2.4 of this Agreement, if the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that have been provisionally assigned, as described herein, or such other incentive reimbursement points that may be assigned by the Authority.

2.2 In the event that the Authority determines that the Project is not in accordance or compliance with the Project Scope, the Project Schedule, the Total Project Budget, the Furnishings and Equipment Schedule, the Construction Contract Documents, the Schematic Drawings and Plans, all of the covenants in Section 3 of this Project Funding Agreement, all other terms and conditions of this Project Funding Agreement, the provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any other applicable rule, regulation, policy, guideline, approval, or directive of the Authority, or is delayed (other than an Excusable Delay), then the Authority may temporarily and/or permanently withhold payments to the District for the Project, provided that the Authority shall not unreasonably withhold any such payments. In the event that the Authority either temporarily or permanently withholds payment for the Project, the District hereby agrees and acknowledges that the Authority shall have no liability for any such withholding of payment or any loss that may occur as a result of any such withholding of payment.

2.3 The Parties hereby acknowledge and agree that, in the event that the lowest, responsible bid or the Guaranteed Maximum Price accepted by the District for the construction of the Project is lower than the corresponding amount set forth in the Total Project Budget, the Authority shall reduce the Total Facilities Grant amount set forth in Section 2.1 of this Agreement accordingly. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for the construction of the Project exceeds the corresponding amount set forth in the Total Project Budget, the Authority shall not make any adjustments to its Total Facilities Grant on account of the bid, and the increased costs shall be the sole responsibility of the

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

District. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for construction of the Project exceeds the corresponding amount set forth in the Total Project Budget, the District may use a reasonable amount of the owner's and/or construction contingency to fund the cost of any such budget overrun; provided, however, that expenditures of owner's and/or construction contingency funds for the purpose of funding such budget overruns shall not be eligible for reimbursement by the Authority and shall be the sole responsibility of the District.

2.4 The Reimbursement Rate for the Project is calculated as set forth in the reimbursement rate summary, attached hereto as **Exhibit "I"**, and shall be subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and the policies and guidelines of the Authority. Any incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, must be earned, as determined by the Authority in its sole discretion, and shall be subject to audit by the Authority. If the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, the Authority may, in its sole discretion, decrease the Reimbursement Rate and the Total Facilities Grant accordingly. Any such decrease in the Reimbursement Rate, and corresponding decrease in the Total Facilities Grant, shall be applied retroactively to all payments made to the District by the Authority under the terms of this Agreement and to all requests for reimbursement of eligible Project costs made by the District to the Authority under the terms of this Agreement. If the Authority determines that, as a result of a decrease in the Reimbursement Rate, or a corresponding decrease in the Total Facilities Grant, it has made overpayments to the District, the Authority may recover the amount of such overpayments from the District by whatever remedies are available to it under this Agreement or under applicable law, including, but not limited to, set off against any future payments owed to the District for reimbursement of eligible Project costs, as determined by the Authority. Upon written demand by the Authority, the District shall promptly return to the Authority the amount of any such overpayments unless otherwise agreed to in writing by the Authority.

2.5 The Basis of Total Facilities Grant set forth in Exhibit A to this Agreement includes all budgeted costs for the Feasibility Study authorized by the Authority for the Project ("Feasibility Study Budget") and supersedes and replaces any other Feasibility Study budget that may have been authorized by the Authority and set forth in any Feasibility Study Agreement between the Authority and the District. The Total Facilities Grant set forth in Section 2.1 of this Agreement is calculated by applying the Reimbursement Rate set forth in Exhibit I of this Agreement to the Basis of Total Facilities Grant, which includes the Feasibility Study Budget for the Project. Notwithstanding the provisions of any Feasibility Study Agreement between the Authority and the District, the approved, eligible costs of a Feasibility Study authorized by the Authority for the Project will be reimbursed, retroactively and prospectively, based upon the Reimbursement Rate set forth in Section 2.1 and Exhibit I to this Agreement. Because the Feasibility Study Budget included within the Total Project Budget in this Agreement does not take into account any payments that may already have been made to the District by the Authority for the costs of a Feasibility Study under a Feasibility Study Agreement between the Authority and the District, if any, the Authority shall deduct from the Total Facilities Grant set forth in this Agreement the amount of any payments already made to the District by the Authority for the costs of a Feasibility Study pursuant to the provisions of any Feasibility Study Agreement. Nothing stated in this section of this Agreement shall impair the right of the Authority to make adjustments to the Reimbursement Rate and the Total Facilities Grant or to audit and determine ineligible costs as

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

provided elsewhere in this Agreement and in the Authority's statutes, regulations, policies, guidelines and standards.

SECTION 3 COVENANTS

The District covenants and agrees that as long as this Project Funding Agreement is in effect, the District shall and shall cause its employees, agents, and representatives to perform and comply with the following covenants:

3.1 The District acknowledges and agrees that the Authority's grant program, established pursuant to Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any other applicable rule, regulation, policy or guideline of the Authority, is a non-entitlement, discretionary program based on need and the District shall not be entitled to any funds from the Authority except as provided in this Project Funding Agreement.

3.2 The District shall and shall cause its employees to comply with all provisions of this Project Funding Agreement; all other agreements related to the Project that have been referenced herein or otherwise approved in writing by the Authority; and all provisions of law that are applicable to the Project and this Project Funding Agreement and the District shall take all action necessary to fulfill its obligations under this Project Funding Agreement and under all other agreements related to the Project that have been referenced herein or otherwise approved by the Authority.

3.3 The District hereby agrees that it shall submit all Project information, including but not limited to, Total Project Budget information, plans, specifications, Project Schedules, and Project progress reports, and any additional information that may be requested by the Authority, to the Authority in a timely manner in a form satisfactory to the Authority.

3.4 The District hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Project Funding Agreement as promptly as possible.

3.5 The District hereby acknowledges and agrees that all costs related to the Project, including the costs identified in the Total Project Budget and costs of the items appearing in the Project Scope, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to this Agreement and the Authority's regulations, policies, and guidelines. There may be Project costs, in addition to the items specifically identified as ineligible in the Total Project Budget, the Project Scope, the Furnishings and Equipment Schedule, and/or other parts of this Agreement that are ineligible for reimbursement according to such regulations, policies, and guidelines. The District hereby further acknowledges and agrees that certain costs incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority, pursuant to 963 CMR 2.10 & 2.16(5) and other rules, regulations, policies, and guidelines of the Authority, including, but not limited to, the following:

(a.) Financing and Interest Costs. The District hereby acknowledges and agrees that any financing costs incurred by the District, including, but not limited to, interest, principal, costs of issuance and any other cost related to short or long term bonds, notes or other certificates of

indebtedness, refunding notes or bonds, temporary loans, or any other form of indebtedness issued by the District in relation to an Approved Project and all costs associated with credit rating services, legal services related to the issuance of any indebtedness and financial consulting services shall not be eligible for reimbursement by the Authority.

(b.) Legal Fees and Costs. The District hereby acknowledges and agrees that the cost of legal services, including, but not limited to, bond counsel fees, attorney's fees, arbitration or mediation fees, filing fees, and any other legal fees, costs, or expenses incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority.

(c.) Site Costs. The District hereby acknowledges and agrees that the Authority shall not reimburse the District for any costs associated with site work that exceed eight percent (8%) of the approved building costs of the Project, as determined by the Authority, or are otherwise ineligible for reimbursement pursuant to the Authority's regulations, policies, or guidelines, including, without limitation, the Authority's Site Cost Allowance Guidance.

(d.) Furniture, Fixtures, and Equipment Costs; Technology Costs. The District hereby acknowledges and agrees that the Authority shall only reimburse the District for costs associated with Furniture, Fixtures, and Equipment that are: (a) set forth on Exhibit F; (b) eligible for reimbursement pursuant to the Authority's regulations, policies, and guidelines; (c) do not exceed a total of \$1,200 per student, according to the enrollment agreed to in writing by the Authority and the District; and (d) within the Total Facilities Grant amount set forth in Section 2 of this Agreement. The District hereby further acknowledges and agrees that the Authority shall only reimburse the District for costs associated with technology that are: (a) set forth in this Agreement; (b) eligible for reimbursement pursuant to the Authority's regulations, policies, and guidelines; (c) do not exceed a total of \$1,200 per student, according to the enrollment agreed to by the Authority; and (d) within the Total Facilities Grant amount set forth in Section 2 of this Agreement.

(e.) All other costs identified in 963 CMR 2.16(5).

All project costs and Project Scope items are subject to review and audit by the Authority, and whether a project cost is eligible for reimbursement shall be determined by the Authority, in its sole discretion, during the Authority's audit of the Project.

3.6 The District hereby acknowledges and agrees that the Authority's Total Facilities Grant is subject to the District's adherence to and maintenance of the Project Scope, Project Schedule, Total Project Budget, and, where applicable, the Furnishings and Equipment Schedule, and the District shall not make any changes, additions, or reductions to the Project Scope, Project Schedule, Total Project Budget, or the Furnishings and Equipment Schedule without the prior written approval of the Authority. Any increases to the Total Project Budget as set forth in Exhibit A as of the Effective Date, shall not result in any changes to the amount of the Total Facilities Grant set forth in Section 2.1 of this Project Funding Agreement.

3.7 The District hereby acknowledges and agrees that the Authority shall not provide any funding for the Project in excess of the amount of the Total Facilities Grant set forth in Section 2 of this Agreement.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

3.8 The District hereby acknowledges and agrees that the Authority shall not be required or obligated to make any payment of the Total Facilities Grant for eligible Project costs while an Event of Default, as defined in Section 22, shall have occurred.

3.9 The District hereby acknowledges and agrees that it shall provide the Authority with an updated Total Project Budget on a Monthly basis that shall include, but not necessarily be limited to, the following: (a) the projected total Project costs, (b) actual expenditures to date, (c) estimated remaining expenditures for the Project, (d) a detailed explanation of all variances from Total Project Budgets previously submitted to the Authority, (e) all sources and amounts of funding, and (f) an updated Project Schedule.

3.10 The District hereby agrees that, in order to demonstrate that adequate funding for the Project is available, it shall provide the Authority in a format prescribed by or otherwise acceptable to the Authority, with (a) an updated Capital Budget Statement; (b) an updated Project Cash Flow projection on a Monthly basis; and (c) an updated Sources and Use Form that sets forth the sources of all of the funding the District will apply to the project, equal to the Total Project Budget. The District hereby further agrees that, upon the request of the Authority, it shall provide the Authority with copies of its financial statements and other details relating to the financial condition of the District.

3.11 The District hereby acknowledges and agrees that, in the event that it receives, has received, or is eligible to receive any insurance proceeds, damages, awards, payments, rebates, grants, or donations from any third party or funding source, other than the Authority, for or in connection with the Project, all such amounts shall be disclosed to the Authority in writing and shall be deducted from the total amount of eligible project costs (also known as Basis of Total Facilities Grant), as determined by the Authority, and the remaining amount of eligible costs shall be apportioned according to the District's reimbursement rate to calculate the maximum Total Facilities Grant.

3.12 The District shall use the Authority's Contract for Project Management Services, Contract for Designer Services, and any other standard contracts, contract provisions, guidelines, procurement documents, requests for services, and forms prescribed by, or otherwise acceptable to, the Authority to procure and hire any Owner's Project Manager, Designer, Contractor, CM at Risk, professionals, or Consultants in connection with the Project.

3.13 During the course of the Project, the District shall investigate and review, and shall require the Owner's Project Manager, if required for the Project, and the Designer to investigate and review the progress and quality and construction of the Project. The District shall undertake all reasonable efforts designed to ensure that the Contractor or CM at Risk, Subcontractors, and all Vendors expeditiously and diligently construct, equip, and complete the Project in a good and workmanlike manner.

3.14 The District hereby acknowledges and agrees that it shall keep all records related to the Project including, but not limited to, those records described in 963 CMR 2.16(4), for as long as the Assisted Facility is in service as a public school or remains under the ownership or control of the District or for such period of time as is prescribed by applicable law relating to the retention of public records, whichever is longer. The District shall and shall cause its employees, agents, representatives, and its Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors to keep adequate records of the Project and shall make all Project records and the Project site available to the Authority, representatives of the Authority, and the Authority's Commissioning Consultant.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

3.15 The District shall neither change nor permit a change of the Designer or any of its key personnel or sub-consultants without the prior written approval of the Authority in accordance with the provisions of 963 CMR 2.12. If there is any change or proposed change in the Designer or any of its key personnel or subconsultants, the District shall give a written notice to the Authority that shall include a statement of reasons for the change or proposed change and an explanation of the impact of the change or proposed change on the Project. The District shall not contract with a new Designer without first obtaining the Authority's written approval of the new Designer. The District shall comply with all applicable provisions of law in the procurement of a new Designer.

3.16 The District shall not change the Contractor or CM at Risk without first giving prior written notice to the Authority of the District's intent to make such a change in accordance with the provisions of 963 CMR 2.12. As part of its written notice to the Authority, the District shall provide a statement of reasons for the proposed change and an explanation of the impact of the change on the Project. The District shall comply with all applicable provisions of law in selecting or otherwise allowing a new Contractor to take over the Project and the District shall provide written notice to the Authority identifying the new Contractor or CM at Risk and describing the process by which the new Contractor or CM at Risk was selected for or otherwise took over the Project.

3.17 By no later than ten (10) days after the Effective Date, the District shall certify to the Authority in writing that it has delivered this Project Funding Agreement to any Designer, Owner's Project Manager, and Contractor or CM at Risk hired, or otherwise assigned to the Project, by the District and shall provide the Authority with copies of the transmittal letters and any documents evidencing such delivery. In the event that the Owner's Project Manager, Designer, Contractor or CM at Risk is hired or assigned by the District after the Effective Date, the District shall deliver this Project Funding Agreement to said Owner's Project Manager, Designer, Contractor or CM at Risk within ten (10) days after the effective date of hire or assignment.

3.18 With respect to all actions taken in relation to the Project, the District and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the Owner's Project Manager, Designer, Contractor or CM at Risk, and all Vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

3.19 The District shall require the Contractor or CM at Risk to indemnify the Authority and comply with the indemnification requirements set forth in Section 16 of this Project Funding Agreement. Within sixty (60) days after the Effective Date, the District shall provide the Authority with written documentation evidencing such indemnification of the Authority, unless otherwise agreed in writing by the Authority. In the event that the Contractor or CM at Risk is hired or assigned by the District after the Effective Date, the District shall provide such written documentation evidencing such indemnification within ten (10) days after the effective date of hire or assignment. In the event that the District does not obtain indemnification of the Authority from the Contractor or CM at Risk within these deadlines, the Authority may terminate this Project Funding Agreement.

3.20 The District shall furnish to the Authority such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Authority to ensure that the terms of this Project Funding Agreement are being observed and performed in all respects, and that the Project is progressing satisfactorily as planned in strict compliance with all applicable federal,

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

3.21 During the course of the Project, the District shall submit to the Authority a list of all proposed changes (in the form of a Potential Change Order log, so-called) and all actual changes, amendments, addenda to the Construction Contract Documents, the Owner-Designer contract and the Owner-OPM contract. The District shall submit all executed change orders, extra work orders, or modifications to the Project to the Authority for the Authority to consider whether the costs associated with such change orders, extra work orders, or modifications are eligible for reimbursement by the Authority pursuant to this Project Funding Agreement. The District hereby acknowledges and agrees that the Authority's review of the proposed change orders, change orders, and amendments shall be limited to whether the change order or amendment may be eligible for reimbursement pursuant to this Agreement and the Authority's regulations, policies, and guidelines. The District must independently determine whether the proposed change order or amendment is reasonable and necessary for the Project. Nothing stated herein shall relieve the District of its obligation to comply with all applicable law related to the processing of change orders and amendments by the District.

3.22 The District shall undertake all reasonable efforts to ensure that the Contractor or CM at Risk and Subcontractors obtain all Project Permits and shall certify to the Authority in writing that the Contractor or CM at Risk and Subcontractors have obtained such Project Permits within fifteen (15) days after the Project Permits have been obtained. With respect to any of the Project Permits that are required by law to be recorded or filed with any government office, the same shall be duly recorded and filed in accordance with all applicable requirements. The Authority shall have the right to request copies of Project Permits at any time, and the District shall make available any Project Permits requested by the Authority.

3.23 Prior to receiving final payment from the Authority, the District shall have obtained all required inspections and approvals of the Project that are required by law or otherwise required by the Authority.

3.24 The District hereby acknowledges and agrees that the Authority shall engage an independent party, not affiliated or associated with the Owner's Project Manager, Designer, Contractor or CM at Risk, to provide commissioning services with the intent of achieving, verifying and documenting the performance of building systems in accordance with the design intent and the functional and operational needs of the District (hereinafter "Commissioning Consultant"). The District agrees that it shall fully cooperate with and accommodate the commissioning efforts undertaken by the Authority and the Commissioning Consultant and shall require the Owner's Project Manager, Designer, and the Contractor or CM at Risk to provide the same level of cooperation and accommodation. The District further agrees to allow adequate time within its Project Schedule to allow the Authority's Commissioning Consultant to perform its work, and the Authority shall not be responsible for any delays that may result from the Commissioning Consultant's work.

3.25 Within ninety (90) days after the District approves final payment to the Contractor or CM at Risk for the Project, or provides such other appropriate documentation, as reasonably determined by the Authority, indicating that the construction of the Project is one hundred percent (100%) complete, the District shall submit to the Authority a Final Request and Certificate for Reimbursement and an accounting of the total final Project costs in a form prescribed by or otherwise acceptable to the Authority.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

3.26 The District hereby agrees that, upon completion of the Project, the Assisted Facility shall have an anticipated useful life of at least 50 years as a public school or that the Project will materially extend the useful life of the School and preserve an asset that otherwise is capable of supporting the required Educational Program.

3.27 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, or agents shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Project Funding Agreement, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Project Funding Agreement and shall be cause for the Authority to revoke any and all payments otherwise due to the District, to recover any previous payments made to the District, and/or make the District ineligible for any further funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.28 The District hereby acknowledges and agrees that the Authority shall bear no responsibility, cost or liability for the results of any study, environmental assessment, geotechnical site testing, including but not limited to, site remediation, clean-up, or other site remediation services.

3.29 The District hereby acknowledges and agrees that the requirements set forth in the Agreement are intended solely for the benefit and protection of the Authority as the grantor of Project funding. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the District regarding legal or contractual requirements or best practices for the Project. It is solely the obligation of the District to determine and comply with all legal requirements applicable to the Project and to determine and enforce any necessary contractual requirements and obligations of its Designer, Owner's Project Manager, and Contractor or CM at Risk.

3.30 The District shall not issue the Notice to Proceed prior to the Effective Date unless otherwise agreed to in writing by the Authority.

3.31 The District shall use its best efforts to monitor the performance of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors and shall use its best efforts to enforce the provisions of the District's contracts with each of them.

3.32 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager, Designer, Contractor, CM at Risk at Risk, Subcontractor, consultant or vendor for the Project with the procurement, pre-qualification or selection of an Owner's Project Manager, Designer, Contractor, CM at Risk at Risk, Subcontractor, consultant or vendor for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

3.33 Specifications for Construction Contract Documents shall comply with, among other things, the provisions of G.L. c. 30, § 39M(b). If the District intends to include specifications that are written

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

for less than full competition for one or more items of material furnished under the Construction Contract Documents (so-called "proprietary specifications") as described in G.L. c. 30, § 39M(b), the District shall provide to the Designer for inclusion with the Designer's Construction Documents submittals to the Authority the supporting documentation required by G.L. c. 30, § 39M(b). Upon request by the Authority, the District shall submit to the Authority, all documentation required by G.L. c. 30, § 39M(b) and any additional documentation or certifications that the Authority may require. If the District fails to comply with the provisions of G.L. c. 30, § 39M(b) or this paragraph, the Authority may deem ineligible some or all of the costs related to such proprietary specifications.

SECTION 4 REPRESENTATIONS AND WARRANTIES

The District and the undersigned, for themselves and for the District, hereby warrant and represent that each of the following statements is true, correct and complete:

4.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Project Funding Agreement.

4.2 The District is duly authorized and has taken all necessary steps to authorize the execution and delivery of this Project Funding Agreement and to perform and consummate all transactions contemplated by this Project Funding Agreement. The undersigned have been duly authorized in accordance with law to execute and deliver this Project Funding Agreement on behalf of the District. This Project Funding Agreement and its execution by the undersigned does not and will not, to any material extent, conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

4.3 The District has all requisite legal power and authority to own, or to control in accordance with the provisions of 963 CMR 2.05(1), and to operate the Assisted Facility and Project Site for the useful life of the Assisted Facility.

4.4 The District holds fee simple title, or, in the alternative, a lease in accordance with the provisions of 963 CMR 2.05(1), to the Assisted Facility and the Project Site and any easements and rights-of-way, necessary to ensure the undisturbed use and possession of the Assisted Facility and Project Site.

4.5 No information furnished by or on behalf of the District to the Authority in this Project Funding Agreement, including all Exhibits attached hereto, the Project Scope and Budget Agreement, the Feasibility Study Agreement, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Statement of Interest or Project contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained in this Agreement or in the aforementioned documents not misleading in light of the circumstances in which the same were made.

4.6 The District has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the Project, in accordance with formats prescribed by or otherwise acceptable to the Project Funding Agreement v.11.15.2016

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

Authority, and has taken all actions necessary or required by law to enable it to enter into this Project Funding Agreement and to fund and perform its obligations hereunder in accordance with the Authority's policies and standards. This Project Funding Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

4.7 The District has read and fully understands and shall remain in compliance with Chapter 70B; Chapter 208 and 210 of the Acts of 2004; 963 CMR 2.00 *et seq.*, and all other applicable rules, regulations, policies, guidelines, approvals, directives, and procedures of the Authority.

4.9 The District has read and fully understands the provisions of 963 CMR 2.04 and warrants and represents that the Project has been designed and constructed in accordance with the requirements and standards set forth in 963 CMR 2.04.

4.10 The District has read and fully understands the provisions of 963 CMR 2.16 and understands that certain costs and expenses incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority, including, but not limited to, those items listed in 963 CMR 2.16 and/or identified in this Agreement.

4.11 The District has read and fully understands the provisions of 963 CMR 2.16(4) and has a record keeping system in place to file, track, and retain all records related to the Project for as long as the Assisted Facility is in service as a public school or remains under the ownership of the District or for such period of time as is prescribed by applicable law relating to the retention of public records, whichever is longer..

4.12 The Project has successfully undergone review and obtained all necessary approvals, or shall have successfully undergone review and obtained all necessary approvals prior to the solicitation of construction bids, by any departments or agencies of the Commonwealth required by law to review such projects, including, but not limited to, the Massachusetts Historical Commission, the Massachusetts Commission Against Discrimination, the Secretary of Environmental Affairs, and the Architectural Access Board in accordance with all applicable laws and regulations and the District has provided, or shall have provided prior to the solicitation of construction bids, any written documentation evidencing such reviews and/or approvals to the Authority.

4.13 No litigation before or by any court, public board or body is pending against either the District or the Authority seeking to restrain or enjoin the execution and delivery of this Project Funding Agreement or the construction or operation of the Project, or contesting or affecting the validity of this Project Funding Agreement or the power of the District to pay its share of the Project.

4.14 The District has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all District employees, agents, consultants, and representatives and the Owner's Project Manager, Designer, Contractor, and Vendors working on or for the Project are in compliance with M.G.L. c. 268A to the extent that it is applicable.

4.15 The District meets all of the applicable requirements of M.G.L. c. 7C, § 44 through 58; c. 30 (§ 39F, 39J, 39K, 39N, 39O, 39P and 39R); c. 70B; c. 149; chapter 193 of the Acts of 2004; 963 CMR

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

2.00 *et seq.*; and all other applicable provisions of federal, state, and local law, and has implemented policies and procedures to ensure that all District employees, agents, consultants, and representatives and the Owner's Project Manager, Designer, Contractor, and Vendors working on or for the Project are in compliance with the applicable requirements of M.G.L. c. 7C, § 44 through 58 c. 30 (§ 39F, 39J, 39K, 39N, 39O, 39P and 39R); c. 70B; c. 149; chapter 193 of the Acts of 2004; 963 CMR 2.00 *et seq.*; and all other applicable provisions of federal, state, and local law.

4.16 The District has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the Project.

4.17 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

4.18 The District has submitted to the Authority a completed electronic payments form, as prescribed by the Authority and attached hereto as in accordance with the instructions stated on the form.

4.19 In each fiscal year since fiscal year 1999, the District has spent at least 50% of the sum of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70 for those purposes.

4.20 All meetings of all public bodies in the District that relate in any way to the Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.

SECTION 5

DISBURSEMENT OF TOTAL FACILITIES GRANT

Subject to the terms and conditions of this Project Funding Agreement, the Authority shall disburse Total Facilities Grant funds to the District in accordance with and subject to the following:

5.1 (a.) Using the Authority's Pro-Pay system, the District shall submit requests for reimbursement to the Authority on a Monthly basis in a format and manner prescribed by the Authority. Each Monthly request for reimbursement shall be approved locally by a duly authorized representative of the District, shall be in a form prescribed by or otherwise acceptable to the Authority, and shall include, in reasonable detail: (1) the amount of reimbursement requested, (2) the nature of the materials, property, or services received, (3) the total value of the work performed and materials furnished by each of the Designer, Contractor, Owner's Project Manager, and each Vendor to date, (4) the value of the work completed during the reimbursement period, and (5) the percentage of completion to date for each line item of work.

(b.) Each request for reimbursement submitted by the District shall be accompanied by (1) the invoices for each of the amounts requisitioned, (2) proof of payment by the District, and (3) any other supporting documentation and information substantiating the District's request for reimbursement, as the Authority may request, in a form satisfactory to the Authority.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

(c.) Each request for reimbursement shall include a written certification signed by a duly authorized representative of the District stating that: (1) such request for reimbursement is solely for costs incurred by the District in connection with the Project, (2) the obligations itemized in the request for reimbursement have not been the basis for a prior request for reimbursement submitted by the District that has been paid or rejected by the Authority, unless otherwise directed by the Authority, (3) the request for reimbursement is for work actually and properly performed or for materials or property properly identified in the request for reimbursement as not incorporated in the work but delivered and suitably stored at the Project Site, (4) the request for reimbursement properly identifies materials or property approved for payment by the District as stored off the Project Site, with all costs of storage, insurance, perpetual inventory, monthly inspection and any maintenance requirement borne by the Contractor, and that the District has received the necessary proof of insurance and titles to the materials or property prior to payment to the Contractor, (5) the District has not received and is not expecting to receive any rebates, monetary settlements, grants, monetary donations, surety bond payments, insurance proceeds, or any other funding from a third party, other than the Authority, in connection with the Project that is the subject of the request for reimbursement, (6) the request for reimbursement is for costs that already have been duly paid by the District, and (7) the request for reimbursement is within the Total Project Budget approved by the Authority.

(d.) After receipt from the District of a timely and properly submitted request for reimbursement, the Authority shall make a reasonable effort to reimburse the District for the Authority's share of eligible Project costs, subject to the terms and conditions of this Project Funding Agreement, within 15 days of receiving such request for reimbursement. The District hereby acknowledges and agrees that the amount of eligible Project costs reimbursed by the Authority may be subject to change depending on the results of an audit conducted by the Authority pursuant to Sections 5 and 6 of this Project Funding Agreement.

5.2 The Authority may review and perform a preliminary audit on each request for reimbursement submitted pursuant to this Section 5 to ensure that only eligible, approved costs of the Project are reimbursed by the Authority. In the event that the Authority determines that an item contained in a request for reimbursement submitted by the District is not eligible for reimbursement by the Authority, the Authority shall adjust a pending or a subsequent reimbursement to the District to account for the ineligible costs. The District hereby acknowledges and agrees that each audit conducted pursuant to this Section 5 is preliminary, and the Authority may further adjust and alter the results of a preliminary audit after conducting subsequent audits or the final project cost audit of the Project pursuant to Section 6 of this Project Funding Agreement.

5.3 Notwithstanding any other provisions of this Project Funding Agreement to the contrary, in no event shall disbursements of the Total Facilities Grant by the Authority exceed, in the aggregate, ninety-five percent (95%) of the Total Facilities Grant described in Section 2 of this Project Funding Agreement, unless the District has filed a Final Request and Certificate for Reimbursement and the Authority has completed a final project cost audit of the Project pursuant to Section 6 of this Project Funding Agreement.

SECTION 6 FINAL PROJECT COST AUDIT

6.1 Upon the filing of a Final Request and Certificate for Reimbursement with the Authority or at a time determined by the Authority, the Authority shall conduct a final, close-out project cost audit of

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

the Project, including a review of all requests for reimbursement and other documentation submitted to the Authority during the course of the Project, any other documents or materials that the Authority may request, and an inspection of the Project, to determine the final Total Facilities Grant. The District hereby agrees and acknowledges that the Contractor's, Owner's Project Manager's and Designer's records shall be subject to audit by the Authority and such records shall include, but not be limited to, to the extent applicable, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders, bid tabulations, etc.), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), backcharge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other Contractor records which may have a bearing on matters of interest to the Authority in connection with the Contractor's work for the District. All of the foregoing shall be open to inspection and subject to audit and/or reproduction by the Authority and/or its agent and/or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with all requirements of the Construction Contract Documents, and (b) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

6.2 Other specific records subject to audit by the Authority shall include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, correspondence, electronic mail, invoices, notes, daily diaries, photographs, videos, meeting minutes, field reports, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may in the Authority's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any District documents, Designer documents, Owner's Project Manager documents, Vendor documents or Construction Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. In those situations where said records have been generated from computerized data (whether mainframe, mini-computer, PC based or other computer systems), the District agrees to provide the Authority with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

6.3 Upon satisfactory completion of the final project cost audit, as reasonably determined by the Authority, the Authority shall send an audit report and acceptance form and release to the District and, subject to the execution of the acceptance form and release by the District and final approval by the Authority's Board of Directors, make a final payment of the Total Facilities Grant to the District, less all adjustments for ineligible Project costs and any other adjustments that the Authority reasonably determines as necessary.

6.4 Notwithstanding any provisions in this Project Funding Agreement to the contrary, the ninetieth (90th) day after the District approves final payment to the Contractor for the Project or the ninetieth (90th) day after the District provides sufficient documentation, as reasonably determined by the Authority, indicating that the construction of the Project is approximately one-hundred percent (100%) complete or such other time, as the Authority may determine in its sole discretion, shall be the final cut-off date for incurring Project costs that may be eligible for reimbursement by the Authority.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

SECTION 7 OWNER'S PROJECT MANAGER

7.1 The District shall neither change nor permit a change of the Owner's Project Manager or any of its key personnel or subconsultants without the prior written approval of the Authority. If there is any change or proposed change in the Owner's Project Manager or any of its key personnel or subconsultants, the District shall give a written notice to the Authority that shall include a statement of reasons for the change or proposed change and an explanation of the impact of the change or proposed change on the Project. The District shall not contract with or otherwise assign a new Owner's Project Manager without first obtaining the Authority's written approval of the new Owner's Project Manager. The District shall comply with all applicable provisions of law in the procurement or assignment of a new Owner's Project Manager.

7.2 The District shall make all reasonable efforts to ensure that the Owner's Project Manager complies with all provisions of any contract between the District and the Owner's Project Manager, and the Authority's regulations, guidelines and policies, and shall use its best efforts to enforce its rights thereunder. If the Owner's Project Manager is an existing employee of the District, the District shall exercise such supervision, control and direction over its employee-Owner's Project Manager as is necessary to enforce and perform its obligations under any agreement with the Authority; the Authority's regulations, policies and guidelines; any certification filed with the Authority, and any terms and conditions imposed by the Authority. The District shall also ensure that any consultant who is directly hired by the District to perform any portion of the project management services for the Project shall comply with the provisions of any contract between the District and said consultant.

7.3 If the Authority determines (1) that the Owner's Project Manager is not performing its obligations in accordance with the provisions of the Owner-Owner's Project Manager contract, Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any policies, approvals, directives, and guidelines of the Authority, or (2) that the District, knowing or having reason to know that the Owner's Project Manager is not performing its obligations in accordance with the provisions of the Owner-Owner's Project Manager contract, Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any policies, approvals, directives, and guidelines of the Authority, has failed to use its best efforts to enforce its rights under the Owner-Owner's Project Manager Contract, or (3) if the District fails to perform its obligations under any provisions of this Project Funding Agreement that relate to services of the Owner's Project Manager, the Authority reserves the right to withhold payments to the District, to recoup payments already made to the District, and/or to set off against payments due to the District, any otherwise eligible costs, as determined by the Authority, that relate to reimbursement to the District for Owner's Project Manager services

7.4 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct,

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

cancel, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Project.

SECTION 8 DUTY TO BUILD, MAINTAIN AND OPERATE

8.1 The District hereby acknowledges and agrees that, in the event that the District does not complete the Project or otherwise fails to operate and maintain the Assisted Facility as a public school in substantial compliance with the Educational Program filed with the Authority as part of its Application and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies, and guidelines of the Authority, the District shall reimburse the Authority the full amount of any and all funds received from the Authority in connection with the Project.

8.2 The District shall maintain the Assisted Facility as a public school in substantial compliance with the Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, and 963 CMR 2.00 *et seq.*, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies, and guidelines of the Authority, unless otherwise agreed to in writing by the Authority. In the event that the District knows or has reason to know that the Assisted Facility is no longer operated and maintained as a public school in substantial compliance with the Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, and 963 CMR 2.00 *et seq.*, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies, and guidelines of the Authority, the District shall give written notice thereof to the Authority.

8.3 The District shall maintain the Assisted Facility in a good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, ordinances, codes, covenants and rules and regulations set forth by any government authority with jurisdiction over matters concerning the condition and the use of the Assisted Facility.

SECTION 9 INSURANCE

9.1 The District shall obtain and maintain all insurance required by law and such other insurance in such types and in such amounts as the Authority may require from time to time.

9.1.1 During the course of the Project, the District shall purchase and maintain, or shall cause the Contractor or CM at Risk to purchase and maintain, at their own expense, coverage against loss or damage to the Project in an amount equivalent to the Total Project Budget at the sole expense of the District, Contractor or CM at Risk, as the case may

be. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the Total Project Budget or \$10,000,000. The policy shall include transportation and coverage for delivered and/or stored materials designated to be incorporated into the Project. The policy shall include the Authority as a loss payee as its interests may appear. Coverage shall be maintained until final acceptance of the Project by the District and final payment has been made. The District (or Contractor or CM at Risk, if coverage is purchased by Contractor or CM at Risk) is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

- 9.1.2 Following completion of the Project, the District shall, at its sole expense, purchase and maintain coverage against loss or damage to the Assisted Facility in an amount equivalent to the estimated full replacement cost of the Assisted Facility. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, mechanical and electrical breakdown, and boiler and machinery accidents, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the estimated full replacement cost of the Assisted Facility or \$10,000,000. The policy shall include the Authority as a loss payee as its interests may appear. The District is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.
- 9.1.3 The District shall include the Authority as an additional insured in any commercial general liability policy held by the District for liability arising out of the Project.
- 9.1.4 The Authority shall not be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.
- 9.1.5 Upon request by the Authority, the District shall obtain and provide to the Authority originals of certificates of insurance evidencing the insurance coverage required by this section of the Project Funding Agreement.

9.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that each of any Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendor hired by the District in connection with the Project obtain and maintain all insurance coverage required by law and such other insurance coverage in such types and amounts as the Authority may require from time to time, including the insurance coverage required by this Project Funding Agreement and by any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for designer services. The insurance required by this Section shall be provided at the sole expense of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors, as the

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

case may be, and shall be in full force and effect for the full term of any contract between the District and said Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors or for such longer period as the Authority may require, including any such longer period that may be required by this Project Funding Agreement or the standard contracts prescribed by the Authority and executed by the District.

9.3 The District shall include in the contract between the Owner and the Contractor or CM at Risk at Risk, as the case may be, the standard language contained in **Exhibit "G"** regarding minimum insurance requirements for Contractors or CMs at Risk. The District may impose additional insurance requirements for either construction delivery method provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that the District shall give the Authority a written notice that clearly describes any such additional requirements. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary and should be included in the contract between the Owner and the Contractor or CM at Risk at Risk.

9.4 The District shall obtain originals of certificates of insurance evidencing the insurance coverage that may be required by the Authority from time to time, including the insurance coverage required by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors, simultaneously with the execution of said contracts or, in the event that said contracts have been executed prior to the date of this Project Funding Agreement, as soon as possible thereafter. Upon request of the Authority, the District shall submit such certificates of insurance to the Authority, showing each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The District shall require each of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors to submit updated insurance certificates to the District prior to the expiration of any of the insurance policies or coverage referenced in this Section so that the District shall at all times possess certificates indicating current coverage.

9.5 The failure of the District to ensure that each of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors obtain and maintain the insurance required by the Authority, this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors, or to provide the insurance certificates required by this Project Funding Agreement shall constitute a material breach of this Project Funding Agreement and shall be just cause for termination of this Project Funding Agreement.

9.6 The District shall, and shall require, as the case may be, its insurers and each of the Owner's Project Manager, Designer, Contractor or CM at Risk, Vendors and their insurers to, give written notice to the Authority at least thirty days prior to the effective date of any termination, cancellation, or material modification of any insurance required by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

9.7 With respect to all policies of insurance required of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager and standard design contract, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors, the District shall ensure that neither the District nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

9.8 Insufficient insurance shall not release the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors from any liability for breach of their obligations under an agreement between the District and any of them.

9.9 All insurance policies required by this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the District and the Authority.

9.10 The District shall take all reasonable steps designed to ensure that the Owner's Project Manager, Contractor or CM at Risk, Designer, and Vendors each agree that they and their Subcontractors shall do no act, nor suffer any act to be done, which will vacate, void or impair the coverage of any insurance policies required under this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors.

9.11 The District shall, upon request by the Authority, produce copies of all policies of insurance maintained by the District, its Contractor or CM at Risk, Owner's Project Manager, Designer and Vendors related to the Project, to the Authority.

SECTION 10

COMPLIANCE WITH CONSTRUCTION CONTRACT DOCUMENTS, PROJECT PERMITS AND OTHER APPLICABLE LAW

10.1 The District shall be solely responsible to the Authority for the implementation and completion of the Project in accordance with the Construction Contract Documents and Project Permits, and for the economical and efficient operation and administration of the Project. In addition, notwithstanding any right of approval, review, or inspection held by the Authority in connection with this Project Funding Agreement, the District shall be fully and solely responsible for taking all reasonable actions designed to ensure that the Project complies with all applicable building codes, laws, rules and regulations.

10.2 The District shall be responsible for enforcing the provisions of the Construction Contract Documents and shall use its best efforts to ensure that the Contractor or CM at Risk performs all of its contractual obligations thereunder in a satisfactory manner.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

SECTION 11 DEFECTS

11.1 The District shall use its best efforts to require the Contractor or the CM at Risk, at the Contractor's or CM at Risk's own cost and expense, to repair any defect in materials or workmanship in the Project or any portion of the Project that may develop during the applicable warranty period and the District shall, to the extent permitted by law, indemnify, defend and hold the Authority harmless from and against any loss, cost, liability or expense paid or incurred by the Authority (including all attorney's fees and other costs incurred by the Authority in the defense of any such action) with respect to any claim asserted against the Authority by any party with respect to any such defect, actual or alleged.

SECTION 12 ACCESS

12.1 The District shall permit the Authority to have unrestricted access to the Project Site and the Assisted Facility at all reasonable times and shall allow the Authority to examine, inspect and copy all agreements, Construction Contract Documents, books, records, communications, and all other documents, materials and information related to the Project, for the purposes of, without limitation, determining compliance with this Project Funding Agreement, compliance with all other agreements related to the Project, and for assessing the progress of the Project.

12.2 The District shall promptly make available to the Authority any other documents or materials related to the Project, as the Authority may request from time to time.

SECTION 13 PRESENCE ON THE PREMISES OF THE ASSISTED FACILITY

13.1 The District shall require each of the Owner's Project Manager, Designer, Contractor or CM at Risk and Vendors, as the case may be, to agree that that all persons whose duties bring them upon the Project Site shall comply with the reasonable directions of the authorized officers and/or representatives of the District and the Owner's Project Manager.

13.2 In the event of a material accident of any kind related to the Project, the District shall immediately notify the Authority in writing. For purposes of this section, material accident shall mean an accident resulting in death, serious injury or a serious breach in the physical plant.

SECTION 14 RESTRICTION ON SALE, LEASE, OR REMOVAL FROM SERVICE

14.1 As a condition of the Authority providing a Total Facilities Grant to the District, the District agrees to maintain and operate the Assisted Facility as a public school facility consistent with its Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any rules, regulations, policies and guidelines of the Authority. In the event that the District wishes to sell, rent, lease, license, mortgage, donate, transfer control of, declare as surplus or otherwise dispose of an Assisted Facility, or any portion of an Assisted Facility, or convey or terminate any interest therein, other than renting, licensing, leasing or otherwise allowing for a temporary or periodic community use

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

of the Assisted Facility that does not interfere with or result in changes to the Educational Program, the District shall provide the Authority with a written notice of its intent to sell, rent, lease, license, mortgage, donate, transfer control of, declare as surplus, or otherwise dispose of the Assisted Facility, or any portion of an Assisted Facility, or convey or terminate any interest therein, at least sixty (60) days prior to the effective date of any such proposed action, in accordance with the notice provisions of Section 17 of this Project Funding Agreement. The notice of intent to take any of the aforementioned actions shall include the current appraised value of the Assisted Facility and the maximum resale price on the basis of highest and best use of the facility. If the Authority disagrees with the current appraised value of the Assisted Facility, the Authority may obtain a second appraisal at its own expense, and the current appraised value shall be equal to the greater of the two appraisal amounts on the basis of highest and best use of the facility.

14.2 The provisions of Chapter 70B, § 15(a)-(c) shall apply to any sale, rental, lease or removal from service of the Assisted Facility, except for a rental or lease that is for a temporary or periodic community use. In the event that the District sells, rents, or leases the Assisted Facility, other than renting or leasing the Facility for a temporary or periodic community use, the Authority shall receive no less than its share, in proportion to its investment in the total Project cost, of the fair market value of the Assisted Facility, as determined by an appraisal conducted pursuant to Section 14.1 above.

SECTION 15 NOTICE OF CLAIMS

15.1 The District shall notify the Authority promptly in writing at the address and in the manner required by Section 17 of this Project Funding Agreement of any material claim or action brought against the District, Designer, Owner's Project Manager, Contractor or CM at Risk, Vendors and/or any and all Sub-Contractors arising out of this Project Funding Agreement or the Project.

15.2 Neither the District nor any person or entity claiming by through or under it, shall file a civil action arising out of the provisions of this Project Funding Agreement against the Authority without first serving the Authority with a written notice stating the factual basis of its claims, the applicable provisions of the Project Funding Agreement that the claim is based upon, and the remedy that the District is seeking. No civil action arising out of the provisions of this Project Funding Agreement shall be filed by the District against the Authority until the expiration of sixty (60) days after the Authority has received the notice of claim required by this section.

SECTION 16 INDEMNIFICATION

16.1 To the fullest extent permitted by law, the District shall indemnify, defend, and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorneys fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Authority, its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the implementation of this Project Funding Agreement or any activities, acts or omissions in relation to the Project, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Project. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

16.2 To the fullest extent permitted by law, and unless otherwise agreed to in writing by the Authority, the District shall require the Contractor or CM at Risk, as the case may be, to indemnify, defend, and hold harmless the Authority and its officers and employees as set forth below:

To the fullest extent permitted by law, the Contractor [CM at Risk] hereby agrees to indemnify, defend and hold harmless the Authority and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Authority arising out of or resulting from the performance or non-performance of the work performed by the Contractor [CM at Risk] and subcontractors, provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are alleged to be caused in whole, or in part, by an act or omission of any of the Contractor[or CM at Risk], any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

SECTION 17 NOTICE

17.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: 617-720-5260

If to the District:

Dennis-Yarmouth Regional School District
296 Station Avenue
South Yarmouth, MA 02664
Attention: Superintendent
Facsimile: (508) 398-7622

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

SECTION 18 AMENDMENTS

18.1 This Project Funding Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

SECTION 19 ADDITIONAL PROVISIONS

19.1 All certifications, filings, and submissions to the Authority required by this Project Funding Agreement shall contain a statement, signed by a duly authorized representative of the District, that such certification, filing, or submission is true, complete, and accurate, to the best of the District's knowledge.

19.2 No member or employee of the Authority shall be held personally or contractually liable by or to the District under any provision of this Project Funding Agreement, because of any breach of this Project Funding Agreement, or because of its execution or attempted execution.

19.3 The District shall neither assign any interest, in whole or in part, in this Project Funding Agreement, nor transfer any interest in same, whether by assignment or novation, without the prior written approval of the Authority.

19.4 Nothing in this Project Funding Agreement shall be construed as creating a duty or obligation on the part of the Authority to oversee or monitor the performance of the Designer, Contractor or CM at Risk, Owner's Project Manager, or other Project participants. The Authority shall not be responsible for, among other things, the design of the Project, architectural plans, construction means, methods, techniques, sequences or procedures, quality control or construction safety, or compliance with the Construction Contract Documents, Project Permits or any applicable provisions of law, which shall be and remain the sole responsibility of the District and its Designer, Contractor or CM at Risk, Owner's Project Manager and Vendors, as the case may be.

SECTION 20 GOVERNING LAW, VENUE, AMENDMENT, AND SEVERABILITY

20.1 This Project Funding Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Project Funding Agreement; otherwise, this Project Funding Agreement shall be construed as though such provision(s) had never been made a part hereof.

20.2 Any civil action brought against the Authority by the District, or any person or entity claiming by through or under it, that arises out of the provisions of this Project Funding Agreement, shall only be brought in a court of competent jurisdiction in Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

entity claiming by through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Authority that may arise out of the provisions of this Project Funding Agreement.

20.3 This Project Funding Agreement and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the District and a duly authorized representative of the Authority. The undersigned, who are signing on behalf of the District, hereby warrant and represent that they possess the full legal authority to execute this Project Funding Agreement on behalf of the District and to bind the District to its terms and conditions. In the event that the Authority determines that the undersigned are not duly authorized to execute this Project Funding Agreement and to bind the District, the Authority may, in its sole discretion, take whatever action it deems necessary to terminate this Project Funding Agreement, to suspend or terminate payments to the District and to recover any funds disbursed to the District. Any rights and remedies available to the Authority under the provisions of this Project Funding Agreement shall be in addition to any other rights and remedies provided by law.

SECTION 21 WAIVERS

21.1 The terms, conditions, covenants, duties and obligations contained in this Project Funding Agreement may be waived only by written agreement executed by duly authorized representatives of the District and the Authority. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Project Funding Agreement. Forbearance or indulgence in any form or manner by either Party to this Project Funding Agreement shall not be construed as a waiver, nor in any way limit the remedies available to that party.

21.2 The Authority's payment(s) to the District under this Project Funding Agreement or its review, approval or acceptance of any actions by the District under this Project Funding Agreement shall not operate as a waiver of any rights or remedies available to the Authority under this Project Funding Agreement or as otherwise provided by law and the District shall remain liable to the Authority for all damages incurred by the Authority arising out of the District's failure to perform in accordance with the terms and conditions of this Project Funding Agreement.

SECTION 22 DEFAULTS AND REMEDIES

22.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Project Funding Agreement:

(a.) If the District shall fail to perform or observe any covenant, agreement, term or condition on its part provided in this Project Funding Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided that, if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority, in writing, is instituted by the District within such period and diligently pursued until the failure is remedied;

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

(b.) If any representation or warranty made by the District in this Project Funding Agreement shall prove to have been incorrect, false, or to be misleading in any material respect;

22.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Project Funding Agreement, and may: (a) terminate this Project Funding Agreement, (b) permanently withhold or temporarily suspend payment of the Total Facilities Grant to the District, (c) recover any payments of the Total Facilities Grant previously made to the District, and/or (d) exercise any other right or remedy upon such default as may be granted to the Authority under this Project Funding Agreement or under any other applicable provision of law.

22.3 No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient.

22.4 The rights and remedies conferred upon or reserved to the Authority under this Project Funding Agreement are not intended to be exclusive and every such right or remedy shall be cumulative and shall be in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, lawsuit, withholding, recoupment, counterclaim, or crossclaim, either during or after performance of this Project Funding Agreement.

SECTION 23 TERMINATION

23.1 This Project Funding Agreement may be terminated by the Authority if an Event of Default shall have occurred as provided in Section 22. Notice of such termination shall be in writing and shall be effective immediately upon service of the notice in the manner provided in Section 17. Upon five (5) days written notice, this Project Funding Agreement may be terminated by the Authority in the event of any action constituting fraud, malfeasance, or illegal activity committed in connection with the Project by the District or any of the District's employees, or, where the District knew or should have known, by the Architect, Owner's Project Manager, CM at Risk, Contractors or Vendors.

23.2 This Agreement may be terminated by mutual written agreement of the Parties.

SECTION 24 PUBLIC RECOGNITION OF THE AUTHORITY'S PARTICIPATION

24.1 The District shall erect a project identification sign on the construction site during the period of construction of the Project in accordance with the provisions of 963 CMR 2.04(1)(g). If the District erects a permanent plaque or other memorial recognizing the names of Project participants, the District shall include the name of the Massachusetts School Building Authority.

SECTION 25 OWNERSHIP OF DOCUMENTS

- 25.1 The District acknowledges and agrees that, unless otherwise provided by law or by the provisions of Section 25.2 of this Agreement, all information, data, reports, studies, designs, drawings, plans, sketches, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product or tangible materials to the extent authored or prepared, in whole or in part, by the Designer for this Project (collectively, the “Materials”), other than the Designer’s administrative communications, records, and files relating to this Project, shall be the property of, and shall vest in, both the District and the Authority, severally and not jointly, as “works made for hire” or otherwise, provided that the District complies with its payment obligations under its Contract with the Designer for the Project. Except as otherwise provided in Section 25.2, both the District and the Authority, severally and not jointly, will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to its Contract with the District for the Project, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and both the District and the Authority, severally and not jointly, shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer, which shall include, but not be limited to, the Authority’s exercise of the aforesaid right in furtherance of the Programs described in Section 25.2. The District further acknowledges and agrees that the Designer shall have a non-exclusive license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities and that the Designer shall have a non-exclusive license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer’s services required pursuant to the Contract between the District and the Designer for the Project, the District shall ensure that the Designer promptly turns over to the Authority copies of all original Materials but only to the extent that such Materials have not already been provided to the Authority.
- 25.2 Notwithstanding any other language to the contrary in this Agreement or in any Contract between the District and the Designer for the Project, the District acknowledges and agrees that the Designer shall have a non-exclusive license to publish, reproduce, distribute, transmit, and publicly display all Materials prepared by the Designer for the purpose of participating in the Authority’s so-called Model School Program, as it may be amended from time to time, or any other program implemented by the Authority to develop, acquire, modify, use, re-use, and reproduce prototypical designs and model school designs, and details and elements thereof (collectively “Programs”), including, but not limited to, submitting proposals and applications to the Authority and public school districts in the Commonwealth of Massachusetts for the qualification and selection of the Designer and the School design, or elements and details thereof, in such Programs and using, modifying, and reproducing the Materials for the purpose of designing, constructing, reconstructing, renovating and repairing public school facilities pursuant to such Programs, as approved by the Authority. The District further agrees to provide the Designer, the Authority, and

District: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

representatives of other public school districts with reasonable cooperation and reasonable access to the completed School facility at mutually agreeable times for purposes of said Programs.

IN WITNESS WHEREOF, the Authority and the District have caused this Project Funding Agreement to be executed by their duly authorized representatives this ____ day of _____ in the year 20____.

THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY
BY:

John K. McCarthy
Executive Director

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT
BY:

Name (Type/Print)

Title/Office (Type/Print)

Total Project Budget

Dennis-Yarmouth Regional School District
Mattacheese Middle School

12/5/2018

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$156,057	\$0	\$156,057	
A&E Feasibility Study	\$534,820	\$0	\$534,820	
Environmental & Site	\$0	\$0	\$0	
Other	\$16,600	\$0	\$16,600	
Feasibility Study Agreement Subtotal	\$707,477	\$0	\$707,477	\$408,073
Administration				
Legal Fees	\$25,000	\$25,000	\$0	\$0
Owner's Project Manager				
Design Development	\$180,000	\$14,731	\$165,269	
Construction Contract Documents	\$650,000	\$53,195	\$596,805	
Bidding	\$0	\$0	\$0	
Construction Contract Administration	\$2,014,000	\$164,824	\$1,849,176	
Closeout	\$281,000	\$22,997	\$258,003	
Extra Services	\$503,137	\$41,176	\$461,961	
Reimbursable & Other Services	\$500,000	\$40,920	\$459,080	
Cost Estimates	\$62,150	\$5,088	\$57,064	
Advertising	\$25,000	\$0	\$25,000	
Permitting	\$0	\$0	\$0	
Owner's Insurance	\$0	\$0	\$0	
Other Administrative Costs	\$0	\$0	\$0	
Administration Subtotal	\$4,240,287	\$367,929	\$3,872,358	\$2,233,576
Architecture and Engineering				
Basic Services				
Design Development	\$2,200,000	\$180,046	\$2,019,954	
Construction Contract Documents	\$2,660,000	\$217,692	\$2,442,308	
Bidding	\$710,000	\$58,106	\$651,894	
Construction Contract Administration	\$3,040,000	\$248,791	\$2,791,209	
Closeout	\$225,000	\$18,414	\$206,586	
Other Basic Services	\$0	\$0	\$0	
Basic Services Subtotal	\$8,835,000	\$723,049	\$8,111,951	
Reimbursable Services				
Construction Testing	\$200,000	\$16,368	\$183,632	
Printing (over minimum)	\$25,000	\$2,046	\$22,954	
Other Reimbursable Costs	\$1,100,000	\$90,023	\$1,009,977	
Hazardous Materials	\$0	\$0	\$0	
Geotechnical & Geo-Environmental	\$45,000	\$3,683	\$41,317	
Site Survey	\$35,000	\$2,864	\$32,136	
Wetlands	\$0	\$0	\$0	
Traffic Studies	\$65,000	\$5,320	\$59,680	
Architectural/Engineering Subtotal	\$10,305,000	\$843,353	\$9,461,647	\$5,457,478
CM at Risk Preconstruction Services				
Pre-Construction Services	\$0	\$0	\$0	\$0
Site Acquisition				
Land / Building Purchase	\$0	\$0	\$0	\$0
Appraisal Fees	\$0	\$0	\$0	\$0
Recording fees	\$0	\$0	\$0	\$0
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
SUBSTRUCTURE				
Foundations	\$5,235,646	\$0	\$0	\$0
Basement Construction	\$0	\$0	\$0	\$0
SHELL				
Super Structure	\$7,187,981	\$0	\$0	\$0
Exterior Closure	\$0	\$0	\$0	\$0
Exterior Walls	\$6,916,489	\$0	\$0	\$0
Exterior Windows	\$4,455,765	\$0	\$0	\$0
Exterior Doors	\$205,450	\$0	\$0	\$0
Roofing	\$3,751,010	\$0	\$0	\$0
INTERIORS				
Interior Construction	\$6,627,276	\$0	\$0	\$0
Staircases	\$266,910	\$0	\$0	\$0
Interior Finishes	\$5,978,627	\$0	\$0	\$0
SERVICES				
Conveying Systems	\$207,000	\$0	\$0	\$0
Plumbing	\$2,393,190	\$0	\$0	\$0
HVAC	\$9,194,295	\$0	\$0	\$0
Fire Protection	\$884,850	\$0	\$0	\$0
Electrical	\$6,423,990	\$0	\$0	\$0
EQUIPMENT & FURNISHINGS				
Equipment	\$1,133,400	\$0	\$0	\$0
Furnishings	\$1,744,420	\$0	\$0	\$0
SPECIAL CONSTRUCTION & DEMOLITION				
Special Construction	\$0	\$0	\$0	\$0
Existing Building Demolition	\$0	\$0	\$0	\$0
In-Building Hazardous Material Abatement	\$0	\$0	\$0	\$0
Asbestos Containing Floor Material Abatement	\$0	\$0	\$0	\$0
Other Hazardous Material Abatement	\$0	\$0	\$0	\$0
BUILDING SITEWORK				
Site Preparation	\$751,859	\$0	\$0	\$0
Site Improvements	\$7,200,095	\$0	\$0	\$0
Site Civil / Mechanical Utilities	\$875,790	\$0	\$0	\$0
Site Electrical Utilities	\$657,800	\$0	\$0	\$0
Other Site Construction	\$0	\$0	\$0	\$0
Scope Excluded Site Cost		\$4,477,040		
Construction Trades Subtotal	\$72,091,843	\$4,477,040		
Contingencies (Design and Pricing)	\$7,209,184	\$447,704		
D/B/B Sub-Contractor Bonds	\$829,056	\$51,486		

Total Project Budget

Dennis-Yarmouth Regional School District
Mattacheese Middle School

12/5/2018

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
D/B/B Insurance	\$1,036,320	\$64,357		
D/B/B General Conditions	\$5,803,393	\$360,402		
D/B/B Overhead & Profit	\$3,170,104	\$196,869		
GMP Insurance	\$0	\$0		
GMP Fee	\$0	\$0		
GMP Contingency	\$0	\$0		
Escalation to Mid-Point of Construction	\$3,604,592	\$223,852		
Ineligible Auditorium & PE Areas beyond Guidelines		\$7,671,969		
Overall Excluded Construction Cost		\$19,852,272		
Construction Budget	\$93,744,492	\$33,345,951	\$60,398,541	\$34,837,878
Alternates				
Ineligible Work Included in the Base Project	\$0	\$0	\$0	
Alternates Included in the Total Project Budget	\$0	\$0	\$0	
Alternates Excluded from the Total Project Budget	\$0		\$0	
Subtotal to be Included in Total Project Budget	\$0	\$0	\$0	\$0
Miscellaneous Project Costs				
Utility Company Fees	\$100,000	\$0	\$100,000	
Testing Services	\$150,000	\$0	\$150,000	
Swing Space / Modulares	\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)	\$75,000	\$75,000	\$0	
Misc. Project Costs Subtotal	\$325,000	\$75,000	\$250,000	\$144,200
Furnishings and Equipment				
Furniture, Fixtures, and Equipment	\$1,128,000	\$0	\$1,128,000	
Technology	\$1,128,000	\$0	\$1,128,000	
FF&E Subtotal	\$2,256,000	\$0	\$2,256,000	\$1,301,261
Soft Costs that exceed 20% of Construction Cost		\$0	\$0	
Project Budget	\$111,578,256	\$34,632,233	\$76,946,023	\$44,382,466

Board Authorization	
Design Enrollment	940
Total Building Gross Floor Area (GSF)	186,500
<hr/>	
Total Project Budget (excluding Contingencies)	\$111,578,256
Scope Items Excluded or Otherwise Ineligible	\$34,632,233
Third Party Funding (Ineligible)	\$0
Estimated Basis of Maximum Total Facilities Grant ¹	\$76,946,023
Reimbursement Rate ³	57.68%
Est. Max. Total Facilities Grant (before recovery) ¹	\$44,382,466
Cost Recovery ⁴	\$15,901
Estimated Maximum Total Facilities Grant ¹	\$44,366,565

54.16 Reimbursement Rate Before Incentive Points
3.52 Total Incentive Points^{3,4}
57.68% MSBA Reimbursement Rate

NOTES
This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Dennis-Yarmouth Regional School District for the Mattacheese Middle School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

Construction Contingency ²	\$4,687,225
Ineligible Construction Contingency ²	\$3,749,780
"Potentially Eligible" Construction Contingency ²	\$937,445
Owner's Contingency ²	\$713,350
Ineligible Owner's Contingency ²	\$0
"Potentially Eligible" Owner's Contingency ²	\$713,350
Total Potentially Eligible Contingency ²	\$1,650,795
Reimbursement Rate ³	57.68%
Potential Additional Contingency Grant Funds ²	\$952,179
Maximum Total Facilities Grant	\$45,318,744
Total Project Budget	\$116,978,831

1 - The Estimated Basis of Total Facilities Grant and Estimated Maximum Facilities Grant amounts appearing in the "MSBA Board Approved Budget" column do not include any potentially eligible contingency funds and are subject to review and audit by the MSBA. The Estimated Basis of Total Facilities Grant, Estimated Maximum Facilities Grant, and Maximum Total Facilities Grant amounts appearing in the "Proposed Revised PFA Budget" column have been adjusted to account for construction bids received in accordance with Section 2.2 of the PFA and any budget revision requests submitted and approved by the MSBA as of the Date noted in the Proposed Revised Budget PFA column of the PFA Amendment. These amounts are also subject to further review and audit by the MSBA.

2 - Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

3 - The MSBA has provisionally included two (2) incentive points for energy efficiency, subject to the District meeting certain sustainability requirements for the project. If the District does not meet the requirements for the energy efficiency, the District will not qualify for these incentive points and the MSBA will adjust the reimbursement rate accordingly.

4 - Cost associated with the commissioning of ineligible square footage will result in the recovery of a portion of the overall commissioning cost. The MSBA has calculated this recovery of funds to be \$15,901. A total of \$15,901 has been deducted from the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Chair of School Building Committee

By: _____
Title: Chief Executive Officer

By: _____
Title: Superintendent of Schools

By: _____
Title: Chair of the School Committee

Date: _____

Date: _____

Date: _____

Date: _____

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

PROJECT SCOPE AND BUDGET AGREEMENT

This PROJECT SCOPE AND BUDGET AGREEMENT, (the “Project Scope and Budget Agreement”), dated as of _____, 20____ (the “Effective Date”) is between the Massachusetts School Building Authority, a public instrumentality of the Commonwealth of Massachusetts (the “Authority”), and the Dennis-Yarmouth Regional School District, together with its successors and assigns (the “District” or “Owner”) (Authority and District collectively referred to as the “Parties”).

RECITALS

WHEREAS, chapter 70B of the Massachusetts General Laws (“Chapter 70B”), chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* authorize the Authority to approve Proposed Projects for a grant pursuant to the school building construction and renovation program developed and managed by the Authority; and

WHEREAS, the District submitted a Statement of Interest to the Authority for the Mattacheese Middle School, and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, the Authority and the District conducted a project scope and budget conference as described in 963 CMR 2.00 *et seq.*, related to the facility deficiencies at the Mattacheese Middle School;

WHEREAS, on December 18, 2018 the Board of Directors of the Authority voted to authorize the Authority’s Executive Director to enter a Project Scope and Budget Agreement with the District upon the terms and conditions stated herein and further authorized the Executive Director do all acts and things and execute and deliver any and all documents and agreements in connection with such project scope and budget conference;

WHEREAS, the Project Scope and Budget Agreement is one step in the multi-step process of the Authority’s grant program for school building construction and renovation projects;

WHEREAS, the Authority’s grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02 & 2.03, in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Project and advise the District during the course of the Project;

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

WHEREAS, the District has procured an Owner's Project Manager, as defined in Section 1 herein, using a qualifications-based selection process and such Owner's Project Manager has been approved by the Authority;

WHEREAS, the District has procured a Designer for the Project in accordance with the provisions of M.G.L. c. 7C, s. 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12 and any other applicable laws and regulations and said Designer has been approved by the Authority's Designer Selection Panel;

WHEREAS, the Authority may reimburse the District for a portion of eligible, approved costs incurred in connection with the Project undertaken by the District to replace the existing Mattacheese Middle School and Wixon Innovation School with a new grades 4-7 facility on the Station Avenue site, under certain terms and conditions, hereinafter provided, and subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

Capitalized terms that are not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq.*

For purposes of this Project Scope and Budget Agreement, the following words shall have the following meanings:

"Assisted Facility" means the school facility that is eligible for and will receive either a Total Facilities Grant or partial payment of a Total Facilities Grant pursuant to Chapter 70B, chapter 645 of the Acts of 1948, or chapters 208 and 210 of the Acts of 2004 and a Project Funding Agreement to be executed by the Authority and the District.

"Board" means the Board of Directors of the Authority, as established pursuant to Chapter 70B and the bylaws of the Authority.

"Construction Manager" or "Construction Manager at Risk" means a sole proprietorship, partnership, corporation, or other legal entity that provides construction management at risk services as defined in G.L. c. 149A, § 2 and is the person or entity procured as such by the District in accordance with G.L. c. 149A, *et seq.*, and who is primarily responsible for the performance and execution of the construction work on the Project.

"Contractor" is the person or entity identified as such throughout the Construction Contract Documents and who is primarily responsible for the performance and execution of the construction work on the Project.

District Name: Dennis-Yarmouth Regional School District

School Name: Mattacheese Middle School

Project ID Number: 201506450305

“Designer” shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to perform professional design services.

“Effective Date” means the date of this Project Scope and Budget Agreement, as stated in the first paragraph of this Project Scope and Budget Agreement.

“Monthly” means once each calendar month.

“Owner’s Project Manager” means a person under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications of G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all other qualifications of the Authority.

“Project Cash Flow” means a detailed accounting of the projected amount of funding being received and expended by the District during the course of the Proposed Project on a monthly basis and attached hereto as Exhibit D.

“Project Schedule” means the schedule for the Proposed Project, including a detailed estimated timeline as described in 963 CMR 2.10(10), which schedule shall be updated from time to time and approved by the Authority and attached hereto as Exhibit C.

“Project Scope” means the scope of the Proposed Project that has been mutually agreed to by the Authority and District and further described in Exhibit B attached hereto, as may be updated from time to time.

“Project Scope and Budget Conference” means the conference described in 963 CMR 2.10(9).

“Project Site” means the specific location of the Proposed Project, as more fully described in Exhibit E attached hereto.

“Proposed Project” refers to the proposal to replace the existing Mattacheese Middle School and Wixon Innovation School with a new grades 4-7 facility on the Station Avenue site, that meets the requirements of Chapter 70B and 963 CMR 2.00 *et seq.*

“School” means the Mattacheese Middle School located on the approved Station Avenue site.

“Statement of Interest” means the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted by the District for the Mattacheese Middle School;

District Name: Dennis-Yarmouth Regional School District

School Name: Mattacheese Middle School

Project ID Number: 201506450305

“Total Facilities Grant” means the Authority’s final, approved, total financial contribution to an Approved School Project, which is calculated pursuant to Chapter 70B and chapter 208 of the Acts of 2004, and paid to the District pursuant to a payment schedule developed by the Authority.

“Estimated Maximum Total Facilities Grant” shall mean the estimated Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), which amount does not include reimbursement amounts for any potentially eligible costs within the owner’s contingency and construction contingency line items in the Total Project Budget (“Exhibit A”). The actual Total Facilities Grant for the Project may be an amount less than the Estimated Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Maximum Total Facilities Grant” shall mean the maximum Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), that shall not be exceeded under any circumstances. The Maximum Total Facilities Grant amount includes reimbursement amounts for any potentially eligible costs that may be expended from the owner’s contingency and the construction contingency line items in the Total Project Budget (“Exhibit “A”) in accordance with the Authority’s regulations, policies and guidelines and the provisions of this Agreement. The eligibility of any such costs for reimbursement shall be determined by the Authority within its sole discretion provided that the total amount of Project costs eligible for reimbursement, including any eligible costs expended from the owner’s contingency and construction contingency line items, shall not exceed the Maximum Total Facilities Grant amount under any circumstances. The actual Total Facilities Grant for the Project may be an amount less than the Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Total Project Budget” means a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, has been or will be incurred in connection with the planning, design, construction, development, the mobilization of the operation, and the completion of the Project, approved by the Authority, which may be updated from time to time by mutual agreement of the Parties and which is attached hereto as Exhibit A.

“Vendor” means any person, entity, business, or service provider under contract or agreement with the District to provide goods or services to the District in connection with the Project.

2. THE PROJECT

2.1 Total Project Budget. The Parties hereby agree that the Total Project Budget shall be as set forth in Exhibit A as attached hereto. In the event that the Authority approves a Total Facilities Grant for the Proposed Project, the Total Facilities Grant would be based on the Total Project Budget set forth in Exhibit A as of the Effective Date and contingent upon the District maintaining this Total Project Budget. The Total Project Budget shall not be altered, modified, or changed without the prior written approval of the Authority. Any increases to the Total Project Budget as set forth in Exhibit A as of the Effective Date, shall not result in any changes to the amount of the Total Facilities Grant set forth in Section 3 of this Project Scope and

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

Budget Agreement. The District hereby acknowledges and agrees that all costs related to the Proposed Project, including without limitation all site costs, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies.

2.1.1 Construction Bids. The Parties hereby acknowledge and agree that, in the event that the lowest, responsible bid or the Guaranteed Maximum Price accepted by the District for the construction of the Proposed Project is lower than the corresponding amount set forth in Exhibit A, the Authority shall reduce the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant amount set forth in Section 3.1 of this Agreement and in Exhibit A accordingly. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for the construction of the Proposed Project exceeds the corresponding amount set forth in Exhibit A, the Authority shall not make any adjustments to its Estimated Maximum Total Facilities Grant or Maximum Total Facilities Grant on account of the bid, and the increased costs shall be the sole responsibility of the District. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for construction of the Project exceeds the corresponding amount set forth in Exhibit A, the District may use a reasonable amount of the owner's and/or construction contingency to fund the cost of any such budget overrun, provided, however, that the expenditures of owner's and/or construction contingency funds for the purpose of funding such budget overruns shall not be eligible for reimbursement by the Authority and shall be the sole responsibility of the District.

2.2 Project Scope. The Parties hereby agree that the Project Scope shall be as set forth in Exhibit B, which is attached hereto. Any Total Facilities Grant approved by the Authority for the Project shall be contingent upon the District maintaining the Project Scope set forth in Exhibit B, and the Authority may revoke, suspend, withhold, and/or recoup any Total Facilities Grant payments if the Authority determines that the Scope has not been adhered to. The Project Scope shall not be altered, modified, enlarged, or reduced without the written mutual agreement of the Parties. The District hereby acknowledges and agrees that all of the items appearing in the Project Scope set forth in Exhibit B shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether the cost of such Project Scope items are eligible for reimbursement pursuant to the Authority's regulations and policies.

2.3 Project Schedule. The Parties hereby agree that the projected Project Schedule for the Proposed Project shall be as set forth in Exhibit C as attached hereto, as may be updated from time to time. The District shall provide an updated Project Schedule to the Authority at least once every calendar month and more frequently if requested

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

- by the Authority. When submitting a revised or updated Project Schedule to the Authority, the District shall also submit a detailed explanation for any changes in the Project Schedule from the previous Project Schedule submitted to the Authority.
- 2.4 Project Cash Flow. The Parties hereby agree that the projected Project Cash Flow for the Proposed Project shall be as set forth in Exhibit D as attached hereto, as may be updated from time to time. The District shall provide an updated Project Cash Flow to the Authority at least once every calendar month and more frequently if requested by the Authority. When submitting a revised or updated Project Cash Flow to the Authority, the District shall also submit a detailed explanation for any changes in the Project Cash Flow from the previous Project Cash Flow submitted to the Authority.
- 2.5 Project Site. The Parties hereby agree that the site of the Proposed Project shall be as described in Exhibit E attached hereto. The site of the Proposed Project shall not be altered, modified, enlarged or reduced without the prior written approval of the Authority.
- 2.6 Furnishings and Equipment. The Parties hereby agree that a listing of all furniture, fixtures and equipment that will be purchased, leased, acquired, or received by the District in connection with the Proposed Project is set forth on Exhibit F attached hereto, which shall be updated from time to time. Costs associated with the furnishings and equipment listed on Exhibit F may not be eligible for reimbursement by the Authority. All such costs shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies. All costs associated with furniture, fixtures and equipment that are not specifically delineated in Exhibit F shall not be eligible for reimbursement by the Authority unless mutually agreed to in writing by the Parties.

3. TOTAL FACILITIES GRANT

3.1 The Parties hereby agreed that, subject to the execution of a Project Funding Agreement for the Proposed Project and subject to the satisfaction of or compliance with, as reasonably determined by the Authority, (a) all of the terms and conditions of this Project Scope and Budget Agreement, (b) the applicable provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Authority, the Authority hereby approves the following Estimated Maximum Total Facilities Grant for the Project: an amount that, except as specifically provided in this Section 3.1, shall not exceed the lesser of (i) 57.68% of the final approved, total eligible Project costs, as determined by the Authority, ("Reimbursement Rate") or (ii) an estimated Total Facilities Grant of \$44,366,565.00 ("Estimated Maximum Total Facilities Grant"). Notwithstanding the foregoing, the Authority may determine, in its sole discretion, and subject to the limitations set forth in Section 2.1 of this Agreement, that expenditures from the owner's contingency and construction contingency line items of the Total Project Budget, so-called, are eligible for reimbursement, and in the event of any such determination, the Authority may adjust the above-stated Estimated Maximum Total Facilities

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

Grant amount to account for the eligible, approved owner's contingency and construction contingency expenditures up to a final, maximum Total Facilities Grant of \$45,318,744.00 ("Maximum Total Facilities Grant"). In no event shall the Maximum Total Facilities Grant, including any eligible owner's and construction contingency amounts, exceed \$45,318,744.00. The Parties hereby acknowledge and agree that the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant amounts set forth in this Section 3.1 and Exhibit A, are maximum amounts of funding that the District may receive from the Authority for the Project, and that the final amount of the Total Facilities Grant may equal an amount less than either the Estimated Maximum Total Facilities Grant or the Maximum Total Facilities Grant set forth herein, as determined by an audit conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the Total Facilities Grant or otherwise ineligible for payment by the Authority shall be the sole responsibility of the District. The Reimbursement Rate set forth above, and as more fully described in the reimbursement rate summary, attached hereto as Exhibit H, includes a total of 3.52 incentive reimbursement points which includes 1.552 points for maintenance and 2.0 points for Energy Efficiency/Green Schools pursuant to G.L. c. 70B, § 10(a)(C). The incentive reimbursement points for maintenance and Energy Efficiency/Green Schools have been provisionally assigned and are subject to a final determination by the Authority as to the District's eligibility to receive such incentive reimbursement points. The Reimbursement Rate, Estimated Maximum Total Facilities Grant, and Maximum Total Facilities Grant set forth above and in Exhibit A shall be subject to a decrease, as provided in Section 3.2 of this Agreement, if the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that have been provisionally assigned, as described herein, or such other incentive reimbursement points that may be assigned by the Authority.

3.2 The Reimbursement Rate for the Proposed Project is calculated as set forth in the reimbursement rate summary attached hereto as Exhibit H, and shall be subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and the policies and guidelines of the Authority. Any incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, must be earned, as determined by the Authority in its sole discretion, and shall be subject to audit by the Authority. If the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, the Authority may, in its sole discretion, decrease the Reimbursement Rate, the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant accordingly. Any such decrease in the Reimbursement Rate, and the corresponding decreases in the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant, shall be applied retroactively to all payments made to the District by the Authority under the terms of the Project Funding Agreement between the Parties, if any, and to all requests for reimbursement of eligible Project costs made by the District to the Authority under the terms of said Project Funding Agreement, if any. If the Authority determines that, as a result of a decrease in the Reimbursement Rate, or a corresponding decrease in the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant, it has made overpayments to the District, the Authority may recover the amount of such overpayments from the District by

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

whatever remedies are available to it under a Project Funding Agreement, if any, or under applicable law, including, but not limited to, set off against any future payments owed to the District for reimbursement of eligible Project costs, as determined by the Authority. Upon written demand by the Authority, the District shall promptly return to the Authority the amount of any such overpayments unless otherwise agreed to in writing by the Authority.

3.3 The Basis of both the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant set forth in Exhibit A to this Agreement includes all budgeted costs for the Feasibility Study authorized by the Authority for the Project (“Feasibility Study Budget”) and supersedes and replaces any other Feasibility Study budget that may have been authorized by the Authority and set forth in any Feasibility Study Agreement between the Authority and the District. The Feasibility Study Budget included in this Agreement does not take into account any payments that may already have been made to the District by the Authority for the costs of any Feasibility Study under any Feasibility Study Agreement between the Authority and the District. The Estimated Maximum Total Facilities Grant and Maximum Total Facilities Grant set forth in Section 3.1 of this Agreement is calculated by applying the Reimbursement Rate set forth in Exhibit H of this Agreement to the Basis of Total Facilities Grant, which includes the Feasibility Study Budget for the Project. Notwithstanding the provisions of any Feasibility Study Agreement between the Authority and the District, the approved, eligible costs of a Feasibility Study authorized by the Authority for the Project will be reimbursed, retroactively and prospectively, based upon the Reimbursement Rate set forth in Section 3.1 and Exhibit H to this Agreement. The Authority shall deduct from the Total Facilities Grant set forth in this Agreement the amount of any payments already made to the District by the Authority for the costs of a Feasibility Study pursuant to the provisions of any Feasibility Study Agreement. Nothing stated in this section of this Agreement shall impair the right of the Authority to make adjustments to the Reimbursement Rate and the Total Facilities Grant or to audit and determine ineligible costs as provided elsewhere in this Agreement and in the Authority’s statutes, regulations, policies, guidelines and standards.

4. COVENANTS

The Parties covenant and agree that as long as this Agreement is in effect, the Parties shall and shall cause its employees, agents, and representatives to perform and comply with all covenants of this Project Scope and Budget Agreement.

4.1 Of the Authority.

- (a.) The Authority shall prepare a Project Funding Agreement for the Project, which Funding Agreement shall set forth the terms and conditions pursuant to which the District may receive a Total Facilities Grant for the Approved Project.

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

4.2 Of the District.

- (a.) The District shall by no later than 120 days after December 12, 2018, obtain all necessary votes, resolutions, appropriations, and voter approvals, in accordance with the format prescribed by the Authority, for the Proposed Project. The District shall immediately notify the Authority of the date by which the District shall have received all necessary votes, resolutions, appropriations, and local approvals for the Proposed Project.
- (b.) By no later than the twelfth of each calendar month, the District shall provide the Authority with a progress report, prepared by the Owner's Project Manager, that summarizes all Proposed Project activity during the preceding calendar month, in a format approved by the Authority.
- (c.) The District shall promptly provide the Authority with any additional information, documents, plans, specifications, budgets, timelines, schedules, or other materials that may be requested by the Authority.
- (d.) The District hereby acknowledges and agrees that the Authority shall not provide any amounts in excess of the amount determined under Section 3.1 of this Agreement and the final Total Facilities Grant may be an amount less than the amount stated in Section 3.1.
- (e.) The District hereby acknowledges and agrees that the District's Educational Program for the Mattacheese Middle School is subject to further review by the Commissioner of Education, pursuant to M.G.L. c. 70B.
- (f.) The District hereby acknowledges and agrees that all costs related to the Proposed Project, including the costs identified in the Total Project Budget set forth in Exhibit A and costs of the items appearing in the Project Scope set forth in Exhibit B, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies.
- (g.) The District hereby acknowledges and agrees that it shall not submit any false or intentionally misleading information or documentation to the Authority in connection with this Project Scope and Budget Agreement, and further acknowledges and agrees that the submission of any such information or documentation may cause the Authority to revoke any and all payments otherwise due to the District and/or recover any previous payments made to the District,

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

and the District may be ineligible for any funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

- (h.) The District hereby acknowledges and agrees that, in the event that it receives, has received, or is eligible to receive any insurance proceeds, damages, awards, payments, rebates, grants, or donations from any third party or funding sources, other than the Authority, for or in connection with the Project, all such amounts shall be disclosed to the Authority in writing and shall be deducted from the total amount of eligible project costs (also known as Basis of Total Facilities Grant), as determined by the Authority, and the remaining amount of eligible costs shall be apportioned according to the District's reimbursement rate to calculate the maximum Total Facilities Grant.

5. REPRESENTATIONS AND WARRANTIES

The District and the undersigned, for themselves and for the District, hereby warrant and represent that each of the following statements is true, correct and complete:

5.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Project Scope and Budget Agreement.

5.2 The District is duly authorized and has taken all necessary steps to authorize the execution and delivery of this Project Scope and Budget Agreement and to perform and consummate all transactions contemplated by this Project Scope and Budget Agreement. The undersigned have been duly authorized in accordance with law to execute and deliver this Project Scope and Budget Agreement on behalf of the District. This Project Scope and Budget Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provision of law, by-law, ordinance or rule, or any order, rule, regulation of any court or other agency of government.

5.3 The District has all requisite legal power and authority to own and operate the school that is the subject of this Project Scope and Budget Agreement.

5.4 No information furnished by or on behalf of the District to the Authority in this Project Scope and Budget Agreement, including all Exhibits attached hereto, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Statement of Interest or Proposed Project contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

5.5 This Project Scope and Budget Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

5.6 No litigation before or by any court, public board or body is pending or threatened against the Authority seeking to restrain or enjoin the execution and delivery of this Project Scope and Budget Agreement Study, or contesting or affecting the validity of this Scope and Budget Agreement or the power of the District to pay its share of the Proposed Project.

5.7 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Proposed Project.

5.8 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

5.9 All meetings of all public bodies in the District that relate in any way to the Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.

6. TERM

6.1 The Parties hereby agree that this Project Scope and Budget Agreement shall be valid for a period of time not to exceed 120 calendar days after December 12, 2018, unless agreed to in writing by the Authority that a different termination date is necessary. In the event that the Board votes to not approve this Project Scope and Budget Agreement, this Agreement shall terminate effective as of such vote.

7. OTHER TERMS

7.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

7.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

7.3 Indemnification. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers and employees from and against all claims or actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred or for which liability may be asserted against the Authority arising out of any activities undertaken by, for, or on behalf of the District in its implementation of this Project Scope and Budget Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

7.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged personally or held contractually liable by or to the District under any term or provision of this Project Scope and Budget Agreement or because of any breach thereof or because of its execution or attempted execution.

7.5 Assignability. The District shall not assign any interest, in whole or in part, in this Project Scope and Budget Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

7.6 Amendments. This Project Scope and Budget Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

7.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows::

As to the Authority:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: (617) 720-5260

As to the District:

Dennis-Yarmouth Regional School District
296 Station Avenue
South Yarmouth, MA 02664
Attention: Superintendent
Facsimile: (508) 398-7622

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

7.8 Severability. If any provisions of this Project Scope and Budget Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.9 Counterparts. This Project Scope and Budget Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

7.10 No Waiver. No waiver by either party of any term or conditions of this Project Scope and Budget Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

7.11 Integration. This Project Scope and Budget Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to this Agreement and constitutes the entire agreement between parties hereto with respect to the Proposed Project.

8. INSURANCE

8.1 Insurance. The District shall obtain and maintain all insurance required by law and such other insurance in such types and in such amounts as the Authority may require from time to time.

8.1.1 During the course of the Project, the District shall purchase and maintain, or shall cause the Contractor or Construction Manager to purchase and maintain, at their own expense, coverage against loss or damage to the Project in an amount equivalent to the Total Project Budget at the sole expense of the District, Contractor or Construction Manager, as the case may be. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the Total Project Budget or \$10,000,000. The policy shall include transportation and coverage for delivered and/or stored materials designated to be incorporated into the Project. The policy shall include the Authority as a loss payee as its interests may appear. Coverage shall be maintained until final acceptance of the Project by the District and final payment has been made. The District (or Contractor or Construction Manager, if coverage is purchased by Contractor or Construction

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

Manager) is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

- 8.1.2 Following completion of the Project, the District shall, at its sole expense, purchase and maintain coverage against loss or damage to the Assisted Facility in an amount equivalent to the estimated full replacement cost of the Assisted Facility. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, mechanical and electrical breakdown, and boiler and machinery accidents, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the estimated full replacement cost of the Assisted Facility or \$10,000,000. The policy shall include the Authority as a loss payee as its interests may appear. The District is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.
- 8.1.3 The District shall include the Authority as an additional insured in any commercial general liability policy held by the District for liability arising out of the Project.
- 8.1.4 The Authority shall not be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.
- 8.1.5 Upon request by the Authority, the District shall obtain and provide to the Authority originals of certificates of insurance evidencing the insurance coverage required by this section of this Project Scope and budget Agreement.

8.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that each of any Owner's Project Manager, Designer, Contractor or Construction Manager at Risk, or Vendor hired by the District in connection with the Project obtain and maintain all insurance coverage required by law and such other insurance coverage in such types and amounts as the Authority may require from time to time, including the insurance coverage required by this Project Scope and Budget Agreement, a Project Funding Agreement and by any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services. The insurance required by this Section shall be provided at the sole expense of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors, as the case may be, and shall be in full force and effect for the full term of any contract between the District and said Owner's Project Manager, Designer, Contractor or Construction Manager at Risk, and Vendors or for such longer period as the Authority may require, including any such longer period that may be required by this Project Scope and Budget Agreement, a Project Funding Agreement or the standard contracts prescribed by the Authority and executed by the District.

8.3 The District shall include in the contract between the Owner and the Contractor or Construction Manager at Risk, as the case may be, the standard language contained in Exhibit G

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

regarding minimum insurance requirements for Contractors or Construction Managers at Risk. The District may impose additional insurance requirements for either construction delivery method provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that the District shall give the Authority a written notice that clearly describes any such additional requirements. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary and should be included in the contract between the Owner and the Contractor or Construction Manager at Risk.

8.4 The District shall obtain originals of certificates of insurance evidencing the insurance coverage that may be required by the Authority from time to time, including the insurance coverage required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors, simultaneously with the execution of said contracts or, in the event that said contracts have been executed prior to the date of this Project Scope and Budget Agreement, as soon as possible thereafter. Upon request of the Authority, the District shall submit such certificates of insurance to the Authority, showing each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The District shall require each of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors to submit updated insurance certificates to the District prior to the expiration of any of the insurance policies or coverage referenced in this Section so that the District shall at all times possess certificates indicating current coverage.

8.5 The failure of the District to ensure that each of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors obtain and maintain the insurance required by the Authority, this Project Scope and Budget Agreement, the Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors, or to provide the insurance certificates required by this Project Scope and Budget Agreement shall constitute a material breach of this Project Scope and Budget Agreement and shall be just cause for termination of this Project Scope and Budget Agreement.

8.6 The District shall, and shall require, as the case may be, its insurers and each of the Owner's Project Manager, Designer, Contractor or Construction Manager, Vendors and their insurers to give written notice to the Authority at least thirty days prior to the effective date of any termination, cancellation, or material modification of any insurance required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors.

8.7 With respect to all policies of insurance required of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors by this Project Scope and Budget

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager and standard design contract, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors, the District shall ensure that neither the District nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

8.8 Insufficient insurance shall not release the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors from any liability for breach of their obligations under an agreement between the District and any of them.

8.9 All insurance policies required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the District and the Authority.

8.10 The District shall take all reasonable steps designed to ensure that the Owner's Project Manager, Contractor or Construction Manager, Designer, and Vendors each agree that they and their Subcontractors shall do no act, nor suffer any act to be done, which will vacate, void or impair the coverage of any insurance policies required under this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors.

8.11 The District shall, upon request by the Authority, produce copies of all policies of insurance maintained by the District, its Contractor or Construction Manager, Owner's Project Manager, Designer and Vendors related to the Project, to the Authority.

9. OWNERSHIP OF DOCUMENTS

9.1 The District acknowledges and agrees that, unless otherwise provided by law or by the provisions of Section 9.2 of this Agreement, all information, data, reports, studies, designs, drawings, plans, sketches, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product or tangible materials to the extent authored or prepared, in whole or in part, by the Designer for this Project (collectively, the "Materials"), other than the Designer's administrative communications, records, and files relating to this Project, shall be the property of, and shall vest in, both the District and the Authority, severally and not jointly, as "works made for hire" or otherwise, provided that the District complies with its payment obligations under its Contract with the Designer for the Project. Except as otherwise provided in Section 9.2, both the District and the Authority, severally and not jointly, will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to its Contract with the District for the Project, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and both the

District Name: Dennis-Yarmouth Regional School District
School Name: Mattacheese Middle School
Project ID Number: 201506450305

IN WITNESS WHEREOF, the Parties have executed this Project Scope and Budget Agreement on this _____ day _____, in the year 20__.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

John K. McCarthy
Executive Director

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT

Name:
Title:

District Name: Dennis-Yarmouth Regional School District

School Name: Mattacheese Middle School

Project ID Number: 201506450305

District and the Authority, severally and not jointly, shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer, which shall include, but not be limited to, the Authority's exercise of the aforesaid right in furtherance of the Programs described in Section 9.2. The District further acknowledges and agrees that the Designer shall have a non-exclusive license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities and that the Designer shall have a non-exclusive license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to the Contract between the District and the Designer for the Project, the District shall ensure that the Designer promptly turns over to the Authority copies of all original Materials but only to the extent that such Materials have not already been provided to the Authority.

9.2 Notwithstanding any other language to the contrary in this Agreement or in any Contract between the District and the Designer for the Project, the District acknowledges and agrees that the Designer shall have a non-exclusive license to publish, reproduce, distribute, transmit, and publicly display all Materials prepared by the Designer for the purpose of participating in the Authority's so-called Model School Program, as it may be amended from time to time, or any other program implemented by the Authority to develop, acquire, modify, use, re-use, and reproduce prototypical designs and model school designs, and details and elements thereof (collectively "Programs"), including, but not limited to, submitting proposals and applications to the Authority and public school districts in the Commonwealth of Massachusetts for the qualification and selection of the Designer and the School design, or elements and details thereof, in such Programs and using, modifying, and reproducing the Materials for the purpose of designing, constructing, reconstructing, renovating and repairing public school facilities pursuant to such Programs, as approved by the Authority. The District further agrees to provide the Designer, the Authority, and representatives of other public school districts with reasonable cooperation and reasonable access to the completed School facility at mutually agreeable times for purposes of said Programs.

Total Project Budget

Dennis-Yarmouth Regional School District
Mattacheese Middle School

12/5/2018

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$156,057	\$0	\$156,057	
A&E Feasibility Study	\$534,820	\$0	\$534,820	
Environmental & Site	\$0	\$0	\$0	
Other	\$16,600	\$0	\$16,600	
Feasibility Study Agreement Subtotal	\$707,477	\$0	\$707,477	\$408,073
Administration				
Legal Fees	\$25,000	\$25,000	\$0	\$0
Owner's Project Manager				
Design Development	\$180,000	\$14,731	\$165,269	
Construction Contract Documents	\$650,000	\$53,195	\$596,805	
Bidding	\$0	\$0	\$0	
Construction Contract Administration	\$2,014,000	\$164,824	\$1,849,176	
Closeout	\$281,000	\$22,997	\$258,003	
Extra Services	\$503,137	\$41,176	\$461,961	
Reimbursable & Other Services	\$500,000	\$40,920	\$459,080	
Cost Estimates	\$62,150	\$5,086	\$57,064	
Advertising	\$25,000	\$0	\$25,000	
Permitting	\$0	\$0	\$0	
Owner's Insurance	\$0	\$0	\$0	
Other Administrative Costs	\$0	\$0	\$0	
Administration Subtotal	\$4,240,287	\$367,929	\$3,872,358	\$2,233,576
Architecture and Engineering				
Basic Services				
Design Development	\$2,200,000	\$180,046	\$2,019,954	
Construction Contract Documents	\$2,660,000	\$217,692	\$2,442,308	
Bidding	\$710,000	\$58,106	\$651,894	
Construction Contract Administration	\$3,040,000	\$248,791	\$2,791,209	
Closeout	\$225,000	\$18,414	\$206,586	
Other Basic Services	\$0	\$0	\$0	
Basic Services Subtotal	\$8,835,000	\$723,049	\$8,111,951	
Reimbursable Services				
Construction Testing	\$200,000	\$16,368	\$183,632	
Printing (over minimum)	\$25,000	\$2,046	\$22,954	
Other Reimbursable Costs	\$1,100,000	\$90,023	\$1,009,977	
Hazardous Materials	\$0	\$0	\$0	
Geotechnical & Geo-Environmental	\$45,000	\$3,683	\$41,317	
Site Survey	\$35,000	\$2,864	\$32,136	
Wetlands	\$0	\$0	\$0	
Traffic Studies	\$65,000	\$5,320	\$59,680	
Architectural/Engineering Subtotal	\$10,305,000	\$843,353	\$9,461,647	\$5,457,478
CM at Risk Preconstruction Services				
Pre-Construction Services	\$0	\$0	\$0	\$0
Site Acquisition				
Land / Building Purchase	\$0	\$0	\$0	
Appraisal Fees	\$0	\$0	\$0	
Recording fees	\$0	\$0	\$0	
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
SUBSTRUCTURE				
Foundations	\$5,235,646	\$0		
Basement Construction	\$0	\$0		
SHELL				
Super Structure	\$7,187,981	\$0		
Exterior Closure	\$0	\$0		
Exterior Walls	\$6,916,489	\$0		
Exterior Windows	\$4,455,765	\$0		
Exterior Doors	\$205,450	\$0		
Roofing	\$3,751,010	\$0		
INTERIORS				
Interior Construction	\$6,627,276	\$0		
Staircases	\$266,910	\$0		
Interior Finishes	\$5,978,627	\$0		
SERVICES				
Conveying Systems	\$207,000	\$0		
Plumbing	\$2,393,190	\$0		
HVAC	\$9,194,295	\$0		
Fire Protection	\$884,850	\$0		
Electrical	\$6,423,990	\$0		
EQUIPMENT & FURNISHINGS				
Equipment	\$1,133,400	\$0		
Furnishings	\$1,744,420	\$0		
SPECIAL CONSTRUCTION & DEMOLITION				
Special Construction	\$0	\$0		
Existing Building Demolition	\$0	\$0		
In-Building Hazardous Material Abatement	\$0	\$0		
Asbestos Containing Floor Material Abatement	\$0	\$0		
Other Hazardous Material Abatement	\$0	\$0		
BUILDING SITEWORK				
Site Preparation	\$751,859	\$0		
Site Improvements	\$7,200,095	\$0		
Site Civil / Mechanical Utilities	\$875,790	\$0		
Site Electrical Utilities	\$657,800	\$0		
Other Site Construction	\$0	\$0		
Scope Excluded Site Cost		\$4,477,040		
Construction Trades Subtotal	\$72,091,843	\$4,477,040		
Contingencies (Design and Pricing)	\$7,209,184	\$447,704		
D/B/B Sub-Contractor Bonds	\$829,056	\$51,486		

Total Project Budget

Dennis-Yarmouth Regional School District
Mattacheese Middle School

12/5/2018

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
D/B/B Insurance	\$1,036,320	\$64,357		
D/B/B General Conditions	\$5,803,393	\$360,402		
D/B/B Overhead & Profit	\$3,170,104	\$196,869		
GMP Insurance	\$0	\$0		
GMP Fee	\$0	\$0		
GMP Contingency	\$0	\$0		
Escalation to Mid-Point of Construction	\$3,604,592	\$223,852		
Ineligible Auditorium & PE Areas beyond Guidelines		\$7,671,969		
Overall Excluded Construction Cost		\$19,852,272		
Construction Budget	\$93,744,492	\$33,345,951	\$60,398,541	\$34,837,878
Alternates				
Ineligible Work Included in the Base Project	\$0	\$0	\$0	
Alternates Included in the Total Project Budget	\$0	\$0	\$0	
Alternates Excluded from the Total Project Budget	\$0		\$0	
Subtotal to be included in Total Project Budget	\$0	\$0	\$0	\$0
Miscellaneous Project Costs				
Utility Company Fees	\$100,000	\$0	\$100,000	
Testing Services	\$150,000	\$0	\$150,000	
Swing Space / Modulators	\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)	\$75,000	\$75,000	\$0	
Misc. Project Costs Subtotal	\$325,000	\$75,000	\$250,000	\$144,200
Furnishings and Equipment				
Furniture, Fixtures, and Equipment	\$1,128,000	\$0	\$1,128,000	
Technology	\$1,128,000	\$0	\$1,128,000	
FF&E Subtotal	\$2,256,000	\$0	\$2,256,000	\$1,301,261
Soft Costs that exceed 20% of Construction Cost		\$0	\$0	
Project Budget	\$111,578,256	\$34,632,233	\$76,946,023	\$44,382,466

Board Authorization	
Design Enrollment	940
Total Building Gross Floor Area (GSF)	186,500
Total Project Budget (excluding Contingencies)	\$111,578,256
Scope Items Excluded or Otherwise Ineligible	\$34,632,233
Third Party Funding (Ineligible)	\$0
Estimated Basis of Maximum Total Facilities Grant ¹	\$76,946,023
Reimbursement Rate ³	57.68%
Est. Max. Total Facilities Grant (before recovery) ¹	\$44,382,466
Cost Recovery ⁴	\$15,901
Estimated Maximum Total Facilities Grant ¹	\$44,366,565

54.16 Reimbursement Rate Before Incentive Points
3.52 Total Incentive Points^{3, 4}
57.68% MSBA Reimbursement Rate

NOTES
This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Dennis-Yarmouth Regional School District for the Mattacheese Middle School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

Construction Contingency ²	\$4,687,225
Ineligible Construction Contingency ²	\$3,749,780
"Potentially Eligible" Construction Contingency ²	\$937,445
Owner's Contingency ²	\$713,350
Ineligible Owner's Contingency ²	\$0
"Potentially Eligible" Owner's Contingency ²	\$713,350
Total Potentially Eligible Contingency ²	\$1,650,795
Reimbursement Rate ³	57.68%
Potential Additional Contingency Grant Funds ²	\$952,179
Maximum Total Facilities Grant	\$45,318,744
Total Project Budget	\$116,978,831

¹ - The Estimated Basis of Total Facilities Grant and Estimated Maximum Facilities Grant amounts appearing in the "MSBA Board Approved Budget" column do not include any potentially eligible contingency funds and are subject to review and audit by the MSBA. The Estimated Basis of Total Facilities Grant, Estimated Maximum Facilities Grant, and Maximum Total Facilities Grant amounts appearing in the "Proposed Revised PFA Budget" column have been adjusted to account for construction bids received in accordance with Section 2.2 of the PFA and any budget revision requests submitted and approved by the MSBA as of the Date noted in the Proposed Revised Budget PFA column of the PFA Amendment. These amounts are also subject to further review and audit by the MSBA.

² - Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

³ - The MSBA has provisionally included two (2) incentive points for energy efficiency, subject to the District meeting certain sustainability requirements for the project. If the District does not meet the requirements for the energy efficiency, the District will not qualify for these incentive points and the MSBA will adjust the reimbursement rate accordingly.

⁴ - Cost associated with the commissioning of ineligible square footage will result in the recovery of a portion of the overall commissioning cost. The MSBA has calculated this recovery of funds to be \$15,901. A total of \$15,901 has been deducted from the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Chair of School Building Committee

By:
Title: Chief Executive Officer

By:
Title: Superintendent of Schools

By:
Title: Chair of the School Committee

Date: _____

Date: _____

Date: _____

Date: _____

MSBA Project Scope and Budget Reimbursement Rate Certification
Calendar Year 2018

Dennis-Yarmouth

Mattacheese Middle School - 201506450305

<u>MSBA Reimbursement Rate Calculation</u>	
Base Points	31.00
Income Factor	7.58
Property Wealth Factor	-
Poverty Factor*	15.58
<i>Subtotal: Reimbursement Rate Before Incentives</i>	54.16
<u>Incentive Points</u>	
Maintenance (0-2)	1.52
CM @ Risk (0-1)	-
Only projects invited to Capital Pipeline prior to 1/2/17	
Newly Formed Regional District (0-6)	-
Major Reconstruction or Reno/Reuse (0-5)	-
Overlay Zoning 40R & 40S (0-1)	-
Overlay Zoning 100 units or 50% of units for 1, 2 or 3 family structures (0-0.5)	-
Energy Efficiency - "Green Schools" (0 or 2) **	2.00
Total Incentive Points	3.52
MSBA Reimbursement Rate	57.68

*Poverty factor is calculated based on Chapter 110 of the Acts of 2017.

** The MSBA has provisionally included two (2) incentive points for energy efficiency, subject to the District meeting certain sustainability requirements for the project. If the District does not meet the requirements for energy efficiency, the District will not qualify for these incentive points, and the MSBA will adjust the reimbursement rate accordingly.

Certification

By signing this Project Scope and Budget Reimbursement Rate sheet, I hereby certify that I have read, understand, and accept the reimbursement rate and the incentive points set forth above, and I hereby acknowledge and agree on behalf of the Eligible Applicant that the above-stated reimbursement rate is the rate that will be used to calculate the maximum Total Facilities Grant for the proposed project, pursuant to Section 3 of the Project Scope and Budget Agreement.

Local Chief Executive Officer

School Committee Chair

Date

Date

Superintendent of Schools

Date

EXHIBIT A
PROJECT BUDGET
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL

PROJECT FUNDING AGREEMENT

Total Project Budget

Dennis-Yarmouth Regional School District
Mattacheese Middle School

12/5/2018

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$156,057	\$0	\$156,057	
A&E Feasibility Study	\$534,820	\$0	\$534,820	
Environmental & Site	\$0	\$0	\$0	
Other	\$16,600	\$0	\$16,600	
Feasibility Study Agreement Subtotal	\$707,477	\$0	\$707,477	\$408,073
Administration				
Legal Fees	\$25,000	\$25,000	\$0	\$0
Owner's Project Manager				
Design Development	\$180,000	\$14,731	\$165,269	
Construction Contract Documents	\$650,000	\$53,195	\$596,805	
Bidding	\$0	\$0	\$0	
Construction Contract Administration	\$2,014,000	\$164,824	\$1,849,176	
Closeout	\$281,000	\$22,997	\$258,003	
Extra Services	\$503,137	\$41,176	\$461,961	
Reimbursable & Other Services	\$500,000	\$40,920	\$459,080	
Cost Estimates	\$62,150	\$5,086	\$57,064	
Advertising	\$25,000	\$0	\$25,000	
Permitting	\$0	\$0	\$0	
Owner's Insurance	\$0	\$0	\$0	
Other Administrative Costs	\$0	\$0	\$0	
Administration Subtotal	\$4,240,287	\$367,929	\$3,872,358	\$2,233,576
Architecture and Engineering				
Basic Services				
Design Development	\$2,200,000	\$180,046	\$2,019,954	
Construction Contract Documents	\$2,660,000	\$217,692	\$2,442,308	
Bidding	\$710,000	\$58,106	\$651,894	
Construction Contract Administration	\$3,040,000	\$248,791	\$2,791,209	
Closeout	\$225,000	\$18,414	\$206,586	
Other Basic Services	\$0	\$0	\$0	
Basic Services Subtotal	\$8,835,000	\$723,049	\$8,111,951	
Reimbursable Services				
Construction Testing	\$200,000	\$16,368	\$183,632	
Printing (over minimum)	\$25,000	\$2,046	\$22,954	
Other Reimbursable Costs	\$1,100,000	\$90,023	\$1,009,977	
Hazardous Materials	\$0	\$0	\$0	
Geotechnical & Geo-Environmental	\$45,000	\$3,683	\$41,317	
Site Survey	\$35,000	\$2,864	\$32,136	
Wellands	\$0	\$0	\$0	
Traffic Studies	\$65,000	\$5,320	\$59,680	
Architectural/Engineering Subtotal	\$10,305,000	\$843,353	\$9,461,647	\$5,457,478
CM at Risk Preconstruction Services				
Pre-Construction Services	\$0	\$0	\$0	\$0
Site Acquisition				
Land / Building Purchase	\$0	\$0	\$0	\$0
Appraisal Fees	\$0	\$0	\$0	\$0
Recording fees	\$0	\$0	\$0	\$0
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
SUBSTRUCTURE				
Foundations	\$5,235,646	\$0		
Basement Construction	\$0	\$0		
SHELL				
Super Structure	\$7,187,981	\$0		
Exterior Closure	\$0	\$0		
Exterior Walls	\$6,916,489	\$0		
Exterior Windows	\$4,455,765	\$0		
Exterior Doors	\$205,450	\$0		
Roofing	\$3,751,010	\$0		
INTERIORS				
Interior Construction	\$6,627,276	\$0		
Staircases	\$266,910	\$0		
Interior Finishes	\$5,978,627	\$0		
SERVICES				
Conveying Systems	\$207,000	\$0		
Plumbing	\$2,393,190	\$0		
HVAC	\$9,194,295	\$0		
Fire Protection	\$884,850	\$0		
Electrical	\$6,423,990	\$0		
EQUIPMENT & FURNISHINGS				
Equipment	\$1,133,400	\$0		
Furnishings	\$1,744,420	\$0		
SPECIAL CONSTRUCTION & DEMOLITION				
Special Construction	\$0	\$0		
Existing Building Demolition	\$0	\$0		
In-Building Hazardous Material Abatement	\$0	\$0		
Asbestos Containing Floor Material Abatement	\$0	\$0		
Other Hazardous Material Abatement	\$0	\$0		
BUILDING SITEWORK				
Site Preparation	\$751,859	\$0		
Site Improvements	\$7,200,095	\$0		
Site Civil / Mechanical Utilities	\$875,790	\$0		
Site Electrical Utilities	\$657,800	\$0		
Other Site Construction	\$0	\$0		
Scope Excluded Site Cost		\$4,477,040		
Construction Trades Subtotal	\$72,091,843	\$4,477,040		
Contingencies (Design and Pricing)	\$7,209,184	\$447,704		
D/B/B Sub-Contractor Bonds	\$829,056	\$51,486		

Total Project Budget

Dennis-Yarmouth Regional School District
Mattacheese Middle School

12/5/2018

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
D/B/B Insurance	\$1,036,320	\$64,357		
D/B/B General Conditions	\$5,803,393	\$360,402		
D/B/B Overhead & Profit	\$3,170,104	\$196,869		
GMP Insurance	\$0	\$0		
GMP Fee	\$0	\$0		
GMP Contingency	\$0	\$0		
Escalation to Mid-Point of Construction	\$3,604,592	\$223,852		
Ineligible Auditorium & PE Areas beyond Guidelines		\$7,671,969		
Overall Excluded Construction Cost		\$19,852,272		
Construction Budget	\$93,744,492	\$33,345,951	\$60,398,541	\$34,837,878
Alternates				
Ineligible Work Included in the Base Project	\$0	\$0	\$0	
Alternates Included in the Total Project Budget	\$0	\$0	\$0	
Alternates Excluded from the Total Project Budget	\$0	\$0	\$0	
Subtotal to be Included in Total Project Budget	\$0	\$0	\$0	\$0
Miscellaneous Project Costs:				
Utility Company Fees	\$100,000	\$0	\$100,000	
Testing Services	\$150,000	\$0	\$150,000	
Swing Space / Modularity	\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)	\$75,000	\$75,000	\$0	
Misc. Project Costs Subtotal	\$325,000	\$75,000	\$250,000	\$144,200
Furnishings and Equipment				
Furniture, Fixtures, and Equipment	\$1,128,000	\$0	\$1,128,000	
Technology	\$1,128,000	\$0	\$1,128,000	
FF&E Subtotal	\$2,256,000	\$0	\$2,256,000	\$1,301,261
Soft Costs that exceed 20% of Construction Cost		\$0	\$0	
Project Budget	\$111,578,256	\$34,632,233	\$76,946,023	\$44,382,466

Board Authorization	
Design Enrollment	940
Total Building Gross Floor Area (GSF)	186,500
Total Project Budget (excluding Contingencies)	\$111,578,256
Scope Items Excluded or Otherwise Ineligible	\$34,632,233
Third Party Funding (Ineligible)	\$0
Estimated Basis of Maximum Total Facilities Grant ¹	\$76,946,023
Reimbursement Rate ³	57.68%
Est. Max. Total Facilities Grant (before recovery) ¹	\$44,382,466
Cost Recovery ⁴	\$15,901
Estimated Maximum Total Facilities Grant ¹	\$44,366,565

54.16 Reimbursement Rate Before Incentive Points
3.52 Total Incentive Points^{3,4}
57.68% MSBA Reimbursement Rate

NOTES

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Dennis-Yarmouth Regional School District for the Mattacheese Middle School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1 - The Estimated Basis of Total Facilities Grant and Estimated Maximum Facilities Grant amounts appearing in the "MSBA Board Approved Budget" column do not include any potentially eligible contingency funds and are subject to review and audit by the MSBA. The Estimated Basis of Total Facilities Grant, Estimated Maximum Facilities Grant, and Maximum Total Facilities Grant amounts appearing in the "Proposed Revised PFA Budget" column have been adjusted to account for construction bids received in accordance with Section 2.2 of the PFA and any budget revision requests submitted and approved by the MSBA as of the Date noted in the Proposed Revised Budget PFA column of the PFA Amendment. These amounts are also subject to further review and audit by the MSBA.

2 - Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

3 - The MSBA has provisionally included two (2) incentive points for energy efficiency, subject to the District meeting certain sustainability requirements for the project. If the District does not meet the requirements for the energy efficiency, the District will not qualify for these incentive points and the MSBA will adjust the reimbursement rate accordingly.

4 - Cost associated with the commissioning of ineligible square footage will result in the recovery of a portion of the overall commissioning cost. The MSBA has calculated this recovery of funds to be \$15,901. A total of \$15,901 has been deducted from the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant.

Construction Contingency ²	\$4,687,225
Ineligible Construction Contingency ²	\$3,749,780
"Potentially Eligible" Construction Contingency ²	\$937,445
Owner's Contingency ²	\$713,350
Ineligible Owner's Contingency ²	\$0
"Potentially Eligible" Owner's Contingency ²	\$713,350
Total Potentially Eligible Contingency ²	\$1,650,795
Reimbursement Rate ³	57.68%
Potential Additional Contingency Grant Funds ²	\$952,179
Maximum Total Facilities Grant	\$45,318,744
Total Project Budget	\$116,978,831

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Chair of School Building Committee

By:
Title: Chief Executive Officer

By:
Title: Superintendent of Schools

By:
Title: Chair of the School Committee

Date: _____

Date: _____

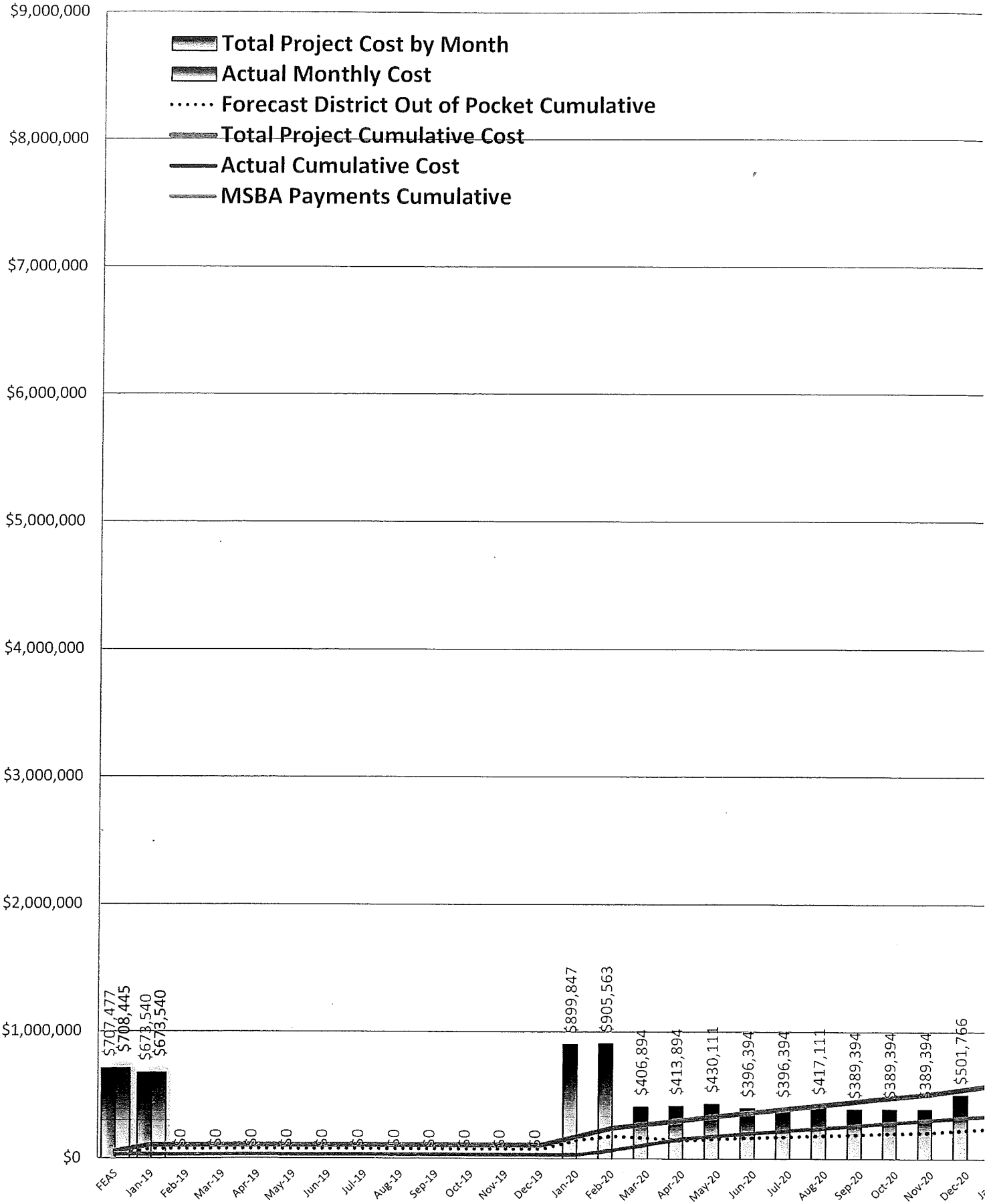
Date: _____

Date: _____

EXHIBIT B
PROJECT SCOPE
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL

PROJECT FUNDING AGREEMENT

DYIMS Cashflow Pro



ion - \$116.98M TPB

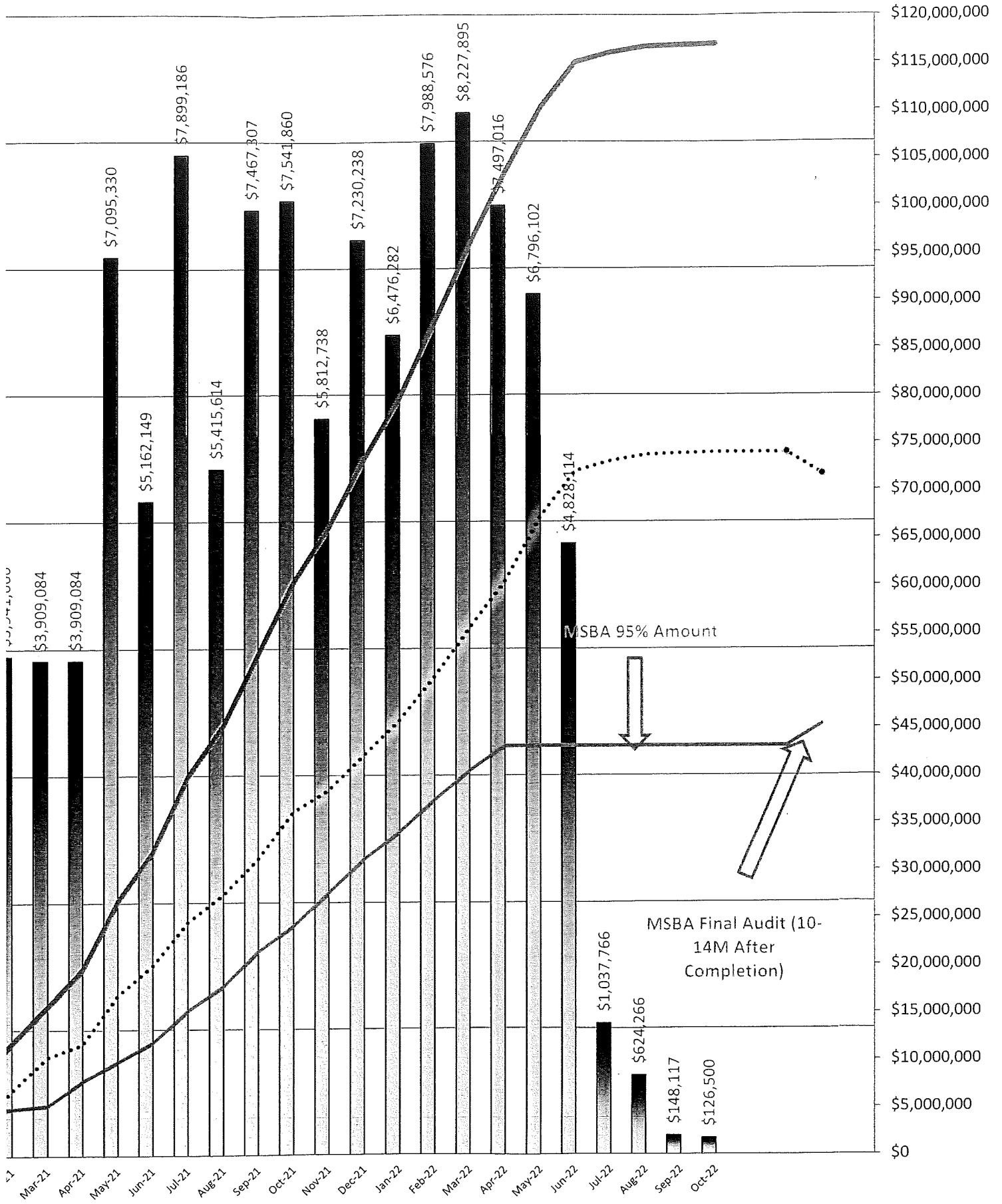


EXHIBIT C
PROJECT SCHEDULE
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL

PROJECT FUNDING AGREEMENT

Mattacheese MS - Master Project Schedule

Activity ID	Activity Name	Original Duration	Start	Finish
A1850	DD Estimate Set (Part 1 - Through Date of Stop Work Order)	86	12-Dec-18 A	25-Jan-19 A
A2370	DD Estimate Set (Part 2 - Stop Work Order Lifted)	53	30-Dec-19	11-Mar-20
A1860	DD Estimating	15	12-Mar-20	01-Apr-20
A1870	DD VE & Reconciliation	5	02-Apr-20	08-Apr-20
A1880	DD Design & Constructibility Reviews	20	12-Mar-20	08-Apr-20
A1890	DD Submission to MSBA (5/15/19)	5	09-Apr-20	15-Apr-20
A1900	DD MSBA Review Period (in working days)	15	16-Apr-20	06-May-20
A1910	DD District Response to MSBA Review Comments (in working days)	10	07-May-20	20-May-20
60% Design				
A1990	60% Estimate Set	73	16-Apr-20	27-Jul-20
A2000	60% Estimating	15	28-Jul-20	17-Aug-20
A1790	60% VE & Reconciliation	5	18-Aug-20	24-Aug-20
A1800	60% Design & Constructibility Reviews	20	28-Jul-20	24-Aug-20
A2010	60% Submission to MSBA (9/30/19)	5	25-Aug-20	31-Aug-20
A1820	60% MSBA Review Period (in working days)	15	01-Sep-20	21-Sep-20
A1830	60% District Response to MSBA Review Comments (in working days)	10	22-Sep-20	05-Oct-20
90% Design				
A1920	90% Estimate Set	20	01-Sep-20	28-Sep-20
A1930	90% Estimating	15	29-Sep-20	19-Oct-20
A1940	90% VE & Reconciliation	5	20-Oct-20	26-Oct-20
A1950	90% Design & Constructibility Reviews	20	29-Sep-20	26-Oct-20
A1960	90% Submission to MSBA (12/2/19)	5	27-Oct-20	02-Nov-20
A1970	90% MSBA Review Period (in working days)	15	03-Nov-20	23-Nov-20
A1980	90% District Response to MSBA Review Comments (in working days)	10	24-Nov-20	07-Dec-20
100% Design				
A2020	100% CD Package Ready for OPM/CX Review	24	03-Nov-20	04-Dec-20
A2030	100% Submission to MSBA	4	08-Dec-20	11-Dec-20
Bidding				
A2040	Trade Prequal	20	27-Oct-20	23-Nov-20
A2060	GC Prequal	20	27-Oct-20	23-Nov-20
A2140	Prequal Schedule Contingency (Protest Window)	14	24-Nov-20	11-Dec-20
A2050	Trade Bidding	20	14-Dec-20	08-Jan-21
A2070	GC Bidding	25	14-Dec-20	15-Jan-21
Construction				
A2080	Phase 1 New Building (NEW START CONSTRAINT - Due to Winter Conditions)	330	22-Feb-21*	27-May-22
A2150	Phase 1 Substantial Completion	1	27-May-22	27-May-22
A2090	Phase 1 Site Improvements	95	14-Feb-22	24-Jun-22
A2130	Phase 1 Building Commissioning	60	02-May-22	22-Jul-22
A2160	Phase 1 FFE / IT / Move	49	30-May-22	04-Aug-22
A2600	Building Ready for Occupancy	1	05-Aug-22	05-Aug-22*
Closeout				
A2110	LEED / CHPS Certification	120	27-Jun-22	09-Dec-22
A2100	10 Month Warranty Walkthrough	200	27-Jun-22	31-Mar-23
A2120	MSBA Financial Closeout	60	03-Apr-23	23-Jun-23

Actual Work
 Critical Remaining Work
 Remaining Work
 Milestone

out
total
out
25
25
25
25
25
73
73
25
25
25
25
25
40
40
25
25
25
25
25
25
25
26
25
25
25
25
25
0
15
0
24
15
15
80
0
0

J	A	J	J	A	S	D	J	H	A	J	J	A	S	D	J	H	A	J	J	A	S	D	J	H	A	J	J	A	S	N	J	A	J	J	A	S
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

DD: Estimate Set (Part 1 - Through Date of Stop Work Order)

DD Estimate Set (Part 2 - Stop Work Order Lifted)

DD Estimating

DD VE & Reconciliation

DD Design & Constructibility Reviews

DD Submission to MSBA (5/15/19)

DD MSBA Review Period (in working days)

DD District Response to MSBA Review Comments (in working days)

60% Estimate Set

60% Estimating

60% VE & Reconciliation

60% Design & Constructibility Reviews

60% Submission to MSBA (9/30/19)

60% MSBA Review Period (in working days)

60% District Response to MSBA Review Comments (in working days)

90% Estimate Set

90% Estimating

90% VE & Reconciliation

90% Design & Constructibility Reviews

90% Submission to MSBA (12/2/19)

90% MSBA Review Period (in working days)

90% District Response to MSBA Review Comments (in working days)

100% CD Package Ready for OPM/CX Review

100% Submission to MSBA

Trade Prequal

GC Prequal

Prequal Schedule Contingency (Protest Window)

Trade Bidding

GC Bidding

Phase 1 New Building (NE)

Phase 1 Substantial Comp

Phase 1 Site Improvement

Phase 1 Building Comm

Phase 1 FFE/IT/Mov

Building Ready for Occ

LEED/CHPS

10 Month

MS



Activity ID	Activity Name	Original Duration	Start	Finish
A2210	PSR Determination that Not Applicable: No Priority Habitat in Project Area	1	09-May-18 A	09-May-18

Schematic Design

A1320	Schematic Design Period (Begin after FAS)	80	24-May-18 A	12-Sep-18
A1590	Schematic Estimates	12	12-Sep-18 A	28-Sep-18
A1700	Schematic VE & Reconciliation	2	28-Sep-18 A	02-Oct-18,
A1440	Project Budget Due to MSBA (10 WDs prior to Submission)	1	03-Oct-18 A	03-Oct-18,
A1330	Compile and Submit SD to MSBA [Due 17Oct18]	12	02-Oct-18 A	17-Oct-18,
A1340	MSBA Review Period	15	18-Oct-18 A	26-Nov-18
A1350	Respond to MSBA Review Comments	8	27-Nov-18 A	06-Dec-18.
A1360	MSBA Board Approval of Project Scope and Budget [12Dec18]	0		12-Dec-18.
A1370	Execute Project Funding Agreement	15	13-Dec-18 A	27-Dec-19

Funding Authorization

A2330	District Decision on Local Funding Authorization Process	1	16-Jul-18 A	16-Jul-18 A
A1840	120 Day Deadline to Obtain Project Funding	0		13-Dec-18,

Regional Process Under MGL c.71 s.16

A1780	School Committee Vote to Request Funding (2/3 vote required)	1	16-Jul-18 A	16-Jul-18 A
A2340	School Committee Approval of Warrant Language	1	16-Oct-18 A	16-Oct-18 A
A2350	Warrant Language Due to Town Clerks	1	15-Nov-18 A	15-Nov-18 A
A1810	Local Funding Authorization - District-Wide Ballot Vote	1	04-Dec-18 A	04-Dec-18 A

Regional Agreement Negotiations (Legal Challenge #01)

A2380	Yarmouth BoS Issues Statement Threatening to Sue	1	17-Jan-19 A	17-Jan-19 A
A2450	Yarmouth BoS Files Lawsuit	1	05-Feb-19 A	05-Feb-19 A
A2470	Dennis BoS Issues Letter Encouraging Extension to 120 Day	1	07-Mar-19 A	07-Mar-19 A
A2390	School Committee Votes to Approve Regional Agreement Changes	1	11-Mar-19 A	11-Mar-19 A
A2410	Yarmouth BoS Votes to Place Regional Agreement Changes on Warrant	1	19-Mar-19 A	19-Mar-19 A
A2420	Dennis BoS Votes to Place Regional Agreement Changes on Warrant	1	26-Mar-19 A	26-Mar-19 A
A2500	MSBA Call to Discuss 120 Day Extension	1	27-Mar-19 A	27-Mar-19 A
A2510	RSD Drafts Letter Seeking Extension to 120 Day Window	3	27-Mar-19 A	04-Apr-19 A
A2490	MSBA Deadline for Receipt of Extension Request	1	05-Apr-19 A	05-Apr-19 A
A2480	Yarmouth BoS Vote to Support Extension to 120 Day	1	09-Apr-19 A	09-Apr-19 A
A2400	MSBA Board Vote to Extend 120 Day Deadline	0		10-Apr-19 A
A2460	Dennis Public Forum Prior to Town Meeting	1	24-Apr-19 A	24-Apr-19 A
A2440	Yarmouth Town Meeting	1	04-May-19 A	04-May-19 A
A2430	Dennis Town Meeting	1	07-May-19 A	07-May-19 A
A2530	MSBA Board Vote to Extend to July 30, 2019	1	26-Jun-19 A	26-Jun-19 A
A2520	Yarmouth BoS Retracts Lawsuit	1	30-Jul-19 A	30-Jul-19 A

Taxpayer Litigation (Legal Challenge #02)

A2540	Civil Complaint Filed (2 Taxpayers)	1	30-Jul-19 A	30-Jul-19 A
A2550	Answer to Civil Complaint Filed by District	1	16-Aug-19 A	16-Aug-19 A
A2560	Motion to Amend Original Complaint Filed to Add Taxpayers (10+)	1	10-Sep-19 A	10-Sep-19 A
A2570	Affidavits Filed to Consolidate Motion and Hearing	1	27-Sep-19 A	27-Sep-19 A
A2580	Hearing Held	1	08-Oct-19 A	08-Oct-19 A
A2590	Judgement / Appeal Period	23	08-Oct-19 A	05-Dec-19 A

Detailed Design

A2360	Design Status Meeting @ PE Office (TBD)	20	19-Dec-19	15-Jan-20
-------	---	----	-----------	-----------

Design Development

Actual Work
 Critical Remaining Work
 Remaining Work
 Milestone

Mattacheese MS - Master Project Schedule		PMA MSBA Project		
Activity ID	Activity Name	Original Duration	Start	Finish
A1310	Compile and Submit PSR [Due 09May18]	5	03-May-18 A	09-May-18 A
A1290	MSBA Facilities Assessment Subcommittee Option #1 [23May18]	1	23-May-18 A	23-May-18 A
A1280	MSBA PSR Review Period	15	10-May-18 A	05-Jun-18 A
A1300	Response to MSBA PSR Review Comments Due	10	06-Jun-18 A	19-Jun-18 A
A1270	MSBA Board of Directors Approval of PSR [27Jun18]	0		27-Jun-18 A
PSR Meeting Schedule				
A1640	Athletic Field Review Meeting	1	11-Dec-17 A	11-Dec-17 A
A1510	SBC Meeting - Narrow List of Options	1	13-Dec-17 A	13-Dec-17 A
A1520	SBC Meeting - Updated Site & Floor Plans & Further Narrow Options	1	10-Jan-18 A	10-Jan-18 A
A1660	Faculty Focus Group Meetings	5	10-Jan-18 A	16-Jan-18 A
A1530	SBC Meeting - Massing/Shadow Studies, Traffic, Field & Abutters Update	1	31-Jan-18 A	31-Jan-18 A
A1650	Abutters Meeting	1	31-Jan-18 A	31-Jan-18 A
A1670	Security, Sustainability and MEP Systems Workshops	18	05-Feb-18 A	28-Feb-18 A
A1550	SBC Meeting - Final Scope Review Prior to Estimating	1	08-Mar-18 A	08-Mar-18 A
A1540	SBC Meeting - Prelim Energy Models & MEP Systems	1	09-Mar-18 A	09-Mar-18 A
A1560	SBC Meeting - Cost Discussion	1	11-Apr-18 A	11-Apr-18 A
A1710	Tri-Board Presentation - PSR Package Preview	1	23-Apr-18 A	23-Apr-18 A
A1570	SBC Meeting - Vote to Select Preferred Design & Submit PSR	1	25-Apr-18 A	25-Apr-18 A
Permitting				
MA Historical Commission				
A1680	Submit PNF to MHC	10	12-Mar-18 A	30-Mar-18 A
A1690	MHC Review Period	25	02-Apr-18 A	27-Apr-18 A
A2170	MHC No Adverse Effect Determination Received	1	30-Apr-18 A	30-Apr-18 A
Yarmouth Zoning Review				
A2230	Submit Plans for Zoning Review	15	29-Sep-20	19-Oct-20
A2240	Zoning Review Period (25 Days)	25	20-Oct-20	23-Nov-20
A2250	Hearing #1 - Present Plans	5	24-Nov-20	30-Nov-20
A2260	Hearing #2 - Approval	5	08-Dec-20	14-Dec-20
Yarmouth Board of Health				
A2220	Determination that Not Applicable: No Septic System	1	09-May-18 A	09-May-18 A
MA Office of Coastal Zone Mgmt (CZMA)				
A2270	Permit Unlikely: Consult with MA CZM @ 90% to Confirm	15	29-Sep-20	19-Oct-20
Wetlands Protection Act NOI (310 CMR 10.00)				
A2280	Submit NOI (BRP WPA Form 3) to Con Com and MA DEP	15	29-Sep-20	19-Oct-20
A2290	MA DEP Assignment of File Number	15	20-Oct-20	09-Nov-20
A2300	Public Hearing to Solicit Public Comments	10	10-Nov-20	23-Nov-20
A2310	Public Comment Period (21 CDs)	15	24-Nov-20	14-Dec-20
A2320	Order of Conditions Issued	5	15-Dec-20	21-Dec-20
MA DEP BWP Air Quality Program				
A2190	GC to Submit Notification 10 Days Prior to Excavation Start	10	18-Jan-21	29-Jan-21
MEPA ENF/EIR				
A2180	PSR Determination that Not Applicable: Threshold not Met	1	09-May-18 A	09-May-18 A
MA DEP Mass Contingency Plan (MCP)				
A2200	PSR Determination that Not Applicable: No Known Soil/Water Contamination	1	09-May-18 A	09-May-18 A
National Heritage Endangered Species Program				

Actual Work
 Critical Remaining Work
 Remaining Work
 Milestone

Mattacheese MS - Master Project Schedule		PMA MSBA Project		
Activity ID	Activity Name	Original Duration	Start	Finish

Mattacheese MS - Master Project Schedule

OPM Selection

		0	26-Jan-17 A	
A1000	OPM Interviews			
A1010	OPM Selection Period	10	26-Jan-17 A	31-Jan-17 A
A1020	MSBA OPM Selection Panel	1	06-Mar-17 A	06-Mar-17 A

Designer Selection

		5	01-Feb-17 A	07-Mar-17 A
A1030	OPM Draft Designer RFS	1	09-Mar-17 A	09-Mar-17 A
A1400	Newspaper Ad Submission	10	07-Mar-17 A	15-Mar-17 A
A1040	MSBA Approval Designer RFS			
A1380	Central Register Ad Submission (Thursday Deadline)	1	15-Mar-17 A	15-Mar-17 A
A1060	Newspaper Advertisement Appears (Sunday)	1	19-Mar-17 A	19-Mar-17 A
A1390	Central Register Ad Appears (Wednesday)	1	22-Mar-17 A	22-Mar-17 A
A1050	Designer RFS Response Period	13	22-Mar-17 A	07-Apr-17 A
A1410	SBC Meeting (moved to Apr 12th)	1	12-Apr-17 A	12-Apr-17 A
A1430	Initial RFS Review - Prep for SBC Presentation	3	10-Apr-17 A	12-Apr-17 A
A1070	Evaluate Responses & Submit to MSBA	5	10-Apr-17 A	13-Apr-17 A
A1420	Complete Reference Checks	10	10-Apr-17 A	26-Apr-17 A
A1080	Designer Selection Panel Mtg #1	0		02-May-17 A
A1090	Designer Selection Panel Mtg #2	0		16-May-17 A
A1100	Negotiate & Execute Contract	10	17-May-17 A	15-Jun-17 A

Preliminary Design Program

		60	14-Mar-17 A	15-Jun-17 A
A1110	School Dept Update Education Program	1	27-Jun-17 A	27-Jun-17 A
A1470	PMA Project Presentation to Joint BoS/Fincom	1	11-Jul-17 A	11-Jul-17 A
A1460	Formation of D-Y Regionalization Subcommittee (BoS & Fincom)	1	23-Aug-17 A	23-Aug-17 A
A1500	Educational Leadership Team Meeting #01 [23Aug18]			
A1130	Evaluation of Existing Conditions	55	16-Jun-17 A	31-Aug-17 A
A1480	Visioning Session #1 [20Sep18]	1	20-Sep-17 A	20-Sep-17 A
A1490	Visioning Session #2 [28Sep18]	1	27-Sep-17 A	27-Sep-17 A
A1150	Preliminary Evaluation of Alternatives	90	15-Jun-17 A	05-Oct-17 A
A1120	Draft Initial Space Summary	4	20-Sep-17 A	18-Oct-17 A
A1140	Establish Site Development Requirements	15	20-Sep-17 A	18-Oct-17 A
A1190	Education Program Refined with Designer Input	81	16-Jun-17 A	18-Oct-17 A
A1210	Cost & Schedule Analysis of PDP Alternatives	18	05-Oct-17 A	08-Nov-17 A
A1200	Final Review & Acceptance of Education Program	5	18-Oct-17 A	15-Nov-17 A
A1220	SBC Approval of PDP Alternatives (11/15/17 Deadline)	5	18-Oct-17 A	15-Nov-17 A
A1160	Compile & Submit PDP to MSBA	4	16-Nov-17 A	21-Nov-17 A
A1170	MSBA Review Period	15	22-Nov-17 A	01-Feb-18 A
A1180	Respond to MSBA Review Comments	10	02-Feb-18 A	15-Feb-18 A

Preferred Schematic Report

		22	14-Dec-17 A	12-Jan-18 A
A1230	Evaluation of Existing Conditions (Phase II Exploration)	30	25-Jan-18 A	08-Mar-18 A
A1240	Final Evaluation of Alternatives	6	08-Mar-18 A	26-Mar-18 A
A1600	PE Compile Scope for Estimators	10	26-Mar-18 A	06-Apr-18 A
A1450	PSR Estimates Due	3	06-Apr-18 A	10-Apr-18 A
A1610	Reconcile PSR Estimates	20	08-Mar-18 A	25-Apr-18 A
A1250	Identification and Development of Preferred Solution	3	26-Apr-18 A	09-May-18 A
A1260	PMA Draft Local Actions and Approvals Document			

Actual Work
 Critical Remaining Work
 Remaining Work
 Milestone

**EXHIBIT D
CASH FLOW
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL**

PROJECT FUNDING AGREEMENT

EXHIBIT E
PROJECT SITE
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL

PROJECT FUNDING AGREEMENT

EXHIBIT F
FURNISHINGS, FIXTURES, and EQUIPMENT
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL

PROJECT FUNDING AGREEMENT

FF&E/Tech SD Estimate - Summary

Dennis-Yarmouth

Furniture/Equipment (See attached for detail - 2 pages)	\$1,229,500.00
Technology Equipment (See attached for detail - 2 pages)	\$1,026,500.00
Project Total	\$2,256,000.00

FF&E SD Estimate September 16, 2018

ROOM TYPE		ROOM NFA	# OF RMS	area totals	Furniture Each	Furniture Total	Equipment Each	Equipment Total	Project total	FF&E Scope
Dennis-Yarmouth										
COMBINED GR.4-7 (940)										
SORE ACADEMIC SPACES				44,820						
<i>(List classrooms of different sizes separately)</i>										
Classroom - General		950	34	32,300	\$12,000	\$408,000	\$45	\$1,530	\$409,530	24 student chair/desk, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ -Misc Ctr (Flag, Pencil Sharpener, etc.)
Sm. Grp/Resource (1 EL/gr. w/ 5-10 stu)		500	2	1,000	\$7,500	\$7,500	\$45	\$90	\$7,590	10-12 student chair/desk, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ -Misc Ctr (Flag, Pencil Sharpener, etc.)
Science Classroom / Lab		1,200	9	10,800	\$12,000	\$108,000	\$5,000	\$45,000	\$153,000	24 student chair/lab table, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ -Science equipment allocation, Misc Ctr (Flag, Pencil Sharpener, etc.)
Prep Room		80	9	720	\$0	\$0	\$0	\$0	\$0	
SPECIAL EDUCATION										
<i>(List classrooms of different sizes separately)</i>										
Self-Contained (2 ASD/STAR, 2 Dev. Delay/SALLS, Crit Care, NECC + Behav)		950	7	6,650	\$7,000	\$49,000	\$2,250	\$15,750	\$64,750	10-12 student chair/desk, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ - SPED/OT/PT equipment allocation, Misc Ctr (Flag, Pencil Sharpener, etc.)
Resource Room (Rdg/ELA, Math + Wrk)		500	5	2,500	\$7,000	\$35,000	\$45	\$225	\$35,225	10-12 student chair/desk, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ -Misc Ctr (Flag, Pencil Sharpener, etc.)
Small Group Room (Lg+Sm IEP Cont)		500	2	1,000	\$7,000	\$14,000	\$45	\$90	\$14,090	10-12 student chair/desk, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ -Misc Ctr (Flag, Pencil Sharpener, etc.)
ART & MUSIC										
Art Classroom		1,200	2	2,400	\$15,000	\$30,000	\$7,000	\$14,000	\$44,000	24 student chair/art tables, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ -Art equipment allocation, Misc Ctr (Flag, Pencil Sharpener, etc.)
Art Workroom w/ Storage & Kiln		150	2	300	\$1,500	\$3,000	\$4,000	\$8,000	\$11,000	Clay strage, Kiln
Band / Chorus - 100 seats		1,500	1	1,500	\$15,000	\$15,000	\$7,000	\$7,000	\$22,000	100 music chairs/stands, conductor podium, EQ - Risers, instrumnts, music storage
Music Practice / Ensemble		200	3	600	\$1,000	\$3,000	\$0	\$0	\$3,000	3/4 Music chairs/stands
VOCATIONS & TECHNOLOGY										
Tech Cfm. - (computer labs)		1,200	2	2,400	\$15,000	\$30,000	\$45	\$90	\$30,090	24 student chair/computer tables, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ -Misc Ctr (Flag, Pencil Sharpener, etc.)
Tech Shop - (incl. Maker Space / Stor.)		2,000	2	4,000	\$15,000	\$30,000	\$7,000	\$14,000	\$44,000	24 student chair/art tables, bookcases/storage, 1 teacher chair/desk, file, bookcase, podium; EQ -Tech equipment allocation, Misc Ctr (Flag, Pencil Sharpener, etc.)
HEALTH & PHYSICAL EDUCATION										
Gymnasium		6,000	1	6,000	\$0	\$0	\$10,000	\$10,000	\$10,000	EQ - Gym/PE equipment allocation
Gym Storeroom		150	1	150	\$2,500	\$2,500	\$0	\$0	\$2,500	Storage shelving
Hlth Instructor Office w/ Shower & Toilet		250	1	250	\$3,500	\$3,500	\$0	\$0	\$3,500	Staff chair/desk, file, bookcase, guest chairs
Locker Rooms - Boys / Girls w/ Toilets		1,000	2	2,000	\$0	\$0	\$0	\$0	\$0	
MEDIA CENTER										
Media Center / Reading Room		5,785	1	5,785	\$75,000	\$75,000	\$0	\$0	\$75,000	Shelving, 2 - 24 student chairs/tables
DINING & FOOD SERVICE										
Cafeterium / Dining (incl. Dolphin Diner)		7,050	1	7,050	\$75,000	\$75,000	\$0	\$0	\$75,000	Café table/seating for +/- 470
Stage		1,600	1	1,600	\$5,000	\$5,000	\$5,000	\$5,000	\$10,000	Music chairs/stands, podium; EQ - Music equipment allocation

ROOM TYPE	ROOM NFA ¹	# OF RMS	area totals	Furniture Each	Furniture Total	Equipment Each	Equipment Total	Project total	FF&E Scope
Chair / Table / Equipment Storage	513	1	513	\$0	\$0	\$0	\$0	\$0	
Kitchen	2,240	1	2,240	\$3,500	\$3,500	\$10,000	\$10,000	\$13,500	Kitchen office; EQ - Kitchen Smallwares allocation
Staff Lunch Room	335	1	335	\$6,000	\$6,000	\$0	\$0	\$6,000	
MEDICAL			650						
Nurses' Office / Waiting Room	250	1	250	\$7,500	\$7,500	\$5,000	\$5,000	\$12,500	Chair/desk, files, bookcase; EQ - Nurse equipment allocation
Examination Room / Resting	100	4	400	\$2,500	\$10,000	\$0	\$0	\$10,000	Exam/recovery couch, stool, side table
ADMINISTRATION & GUIDANCE			3,890						
General Office / Waiting Room / Toilet	570	1	570	\$7,500	\$7,500	\$2,500	\$2,500	\$10,000	Chairs/desks, files, guest seating
Teachers' Mail and Time Room	100	1	100	\$0	\$0	\$0	\$0	\$0	Casework/Millwork
Duplicating Room	200	1	200	\$1,500	\$1,500	\$2,500	\$2,500	\$4,000	Worktable; EQ - Laminator, paper cutter, shredder, etc.
Records Room	200	1	200	\$7,500	\$7,500	\$0	\$0	\$7,500	Files, storage shelving
Principal's Office w/ Conference Area	375	1	375	\$7,500	\$7,500	\$0	\$0	\$7,500	Chair/desk, files, bookcase, conference table/chairs
Principal's Secretary / Waiting	125	1	125	\$3,500	\$3,500	\$0	\$0	\$3,500	Chair/desk, files, guest chairs
Assistant Principal's Office - AP1	150	1	150	\$5,000	\$5,000	\$0	\$0	\$5,000	Chair/desk, files, bookcase, small conference table/chairs
Assistant Principal's Office - AP2	150	1	150	\$5,000	\$5,000	\$0	\$0	\$5,000	Chair/desk, files, bookcase, small conference table/chairs
Superv/Spare Office (Dean + Data Sec)	350	1	350	\$7,500	\$7,500	\$0	\$0	\$7,500	Chair/desk, files, bookcase, small conference table/chairs
Conference Room	150	5	750	\$5,000	\$25,000	\$0	\$0	\$25,000	Conference tables/chairs, credenza
Guidance Office	100	1	100	\$1,500	\$1,500	\$0	\$0	\$1,500	Chair/desk, side table
Guidance Waiting Room	50	1	50	\$1,500	\$1,500	\$0	\$0	\$1,500	Files, storage shelving
Guidance Storeroom	620	1	620	\$15,000	\$15,000	\$0	\$0	\$15,000	Tables/chairs, lounge furniture
Teachers' Work Room									
CUSTODIAL & MAINTENANCE			2,415						
Custodian's Office	150	1	150	\$5,000	\$5,000	\$0	\$0	\$5,000	Chair/desk, files, bookcase, guest seating
Custodian's Workshop	250	1	250	\$5,000	\$5,000	\$50,225	\$50,225	\$55,225	Worktable; EQ - Maintenance equipment allocation
Custodian's Storage / Closets	375	1	375	\$1,500	\$1,500	\$0	\$0	\$1,500	Storage shelving; EQ - include in Workshop above
Recycling Room / Trash	400	1	400	\$0	\$0	\$0	\$0	\$0	EQ - Included in Workshop above
Receiving and General Supply	413	1	413	\$5,000	\$5,000	\$0	\$0	\$5,000	Storage shelving
Storeroom (incl. Books + Mezz)	627	1	627	\$5,000	\$5,000	\$0	\$0	\$5,000	Storage shelving
Network / Telecom Room	200	1	200	\$3,500	\$3,500	\$0	\$0	\$3,500	Chair/desk, files, bookcase, guest seating
OTHER			0						
Total Furniture				\$1,038,500					
Total Equipment						\$191,000			
Total FFE Project							\$1,229,500		
MSBA Allowance (\$1200 per Student)		Students	940					\$1,128,000	
Difference (MSBA Allowance - Total FF&E)								(\$101,500)	

Technology SD Estimate

September 17, 2018

Dennis-Yarmouth

ROOM TYPE	ROOM NFA ¹	# OF RMS	area totals	Tech EQ Each	Tech EQ Total	Technology Scope
CORE ACADEMIC SPACES						
<i>(List classrooms of different sizes separately)</i>						
Classroom - General	950	34	32,300	\$7,000	\$238,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
Sm. Grp/Resource (1 EL/gr. w/ 5-10 stu)	500	2	1,000	\$7,000	\$7,500	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
Science Classroom / Lab	1,200	9	10,800	\$7,000	\$63,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
Prep Room	80	9	720	\$0	\$0	
SPECIAL EDUCATION						
<i>(List classrooms of different sizes separately)</i>						
Self-Contained (2 ASD/STAR, 2 Dev. Delay/SAILS, Crit Care, NECC + Behav)	950	7	6,650	\$7,000	\$49,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
Resource Room (Rdgr/ELA, Math + Wrk)	500	5	2,500	\$7,000	\$35,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
Small Group Room (Lg+Sm IEP Conf)	500	2	1,000	\$7,000	\$14,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
ART & MUSIC						
Art Classroom	1,200	2	2,400	\$7,000	\$14,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
Art Workroom w/ Storage & kiln	150	2	300	\$0	\$0	
Band / Chorus - 100 seats	1,500	1	1,500	\$8,000	\$8,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
Music Practice / Ensemble	200	3	600	\$0	\$0	
VOCATIONS & TECHNOLOGY						
Tech Clrm. - (computer labs)	1,200	2	2,400	\$37,000	\$74,000	Student Computer/laptops, Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, Printer, WAP
Tech Shop - (incl. Maker Space / Stor.)	2,000	2	4,000	\$10,000	\$20,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP, 3D Printer, Large Format Printer
HEALTH & PHYSICAL EDUCATION						
Gymnasium	6,000	1	6,000	\$4,000	\$4,000	4 - WAP
Gym Storeroom	150	1	150	\$0	\$0	
Hlth Instructor Office w/ Shower & Toilet	250	1	250	\$1,500	\$1,500	Staff computer/laptop
Locker Rooms - Boys / Girls w/ Toilets	1,000	2	2,000	\$0	\$0	
MEDIA CENTER						
Media Center / Reading Room	5,785	1	5,785	\$17,000	\$17,000	2 Interactive Whiteboard, 2 Doc Camera, 2 Teacher Computer/Laptop, 2 WAP, 2 Staff Computer/Laptop, Printer
DINING & FOOD SERVICE						
Cafetorium / Dining (incl. Dolphin Diner)	7,050	1	7,050	\$4,000	\$4,000	4 - WAP
Stage	1,600	1	1,600	\$7,000	\$7,000	Interactive Whiteboard, Doc Camera, Teacher Computer/Laptop, WAP
Chair / Table / Equipment Storage	513	1	513	\$0	\$0	
Kitchen	2,240	1	2,240	\$2,500	\$2,500	Staff computer/laptop, WAP
Staff Lunch Room	335	1	335	\$6,000	\$6,000	LCD, WAP
MEDICAL						
			650			
COMBINED GR.4-7 (940)			44,820			

ROOM TYPE	ROOM NFA ¹	# OF RMS	area totals	Tech EQ Each	Tech EQ Total	Technology Scope
Nurses' Office / Waiting Room	250	1	250	\$2,500	\$2,500	Staff computer/laptop, WAP
Examination Room / Resting	100	4	400	\$0	\$0	
ADMINISTRATION & GUIDANCE						
General Office / Waiting Room / Toilet	570	1	570	\$4,000	\$4,000	2 Staff computer/laptop, WAP
Teachers' Mail and Time Room	100	1	100	\$0	\$0	
Duplicating Room	200	1	200	\$5,000	\$5,000	High Volume Printer/Copier
Records Room	200	1	200	\$0	\$0	
Principal's Office w/ Conference Area	375	1	375	\$6,500	\$6,500	Staff computer/laptop, LCD, WAP
Principal's Secretary / Waiting	125	1	125	\$1,500	\$1,500	Staff computer/laptop
Assistant Principal's Office - AP1	150	1	150	\$1,500	\$1,500	Staff computer/laptop
Assistant Principal's Office - AP2	150	1	150	\$1,500	\$1,500	Staff computer/laptop
SuperV/Spare Office (Dean + Data Sect)	150	1	150	\$1,500	\$1,500	LCD, WAP
Conference Room	350	1	350	\$6,000	\$6,000	LCD, WAP
Guidance Office	150	5	750	\$1,500	\$7,500	Staff computer/laptop
Guidance Waiting Room	100	1	100	\$0	\$0	
Guidance Storeroom	50	1	50	\$0	\$0	
Teachers' Work Room	620	1	620	\$6,000	\$6,000	LCD, WAP
CUSTODIAL & MAINTENANCE						
Custodian's Office	150	1	150	\$1,500	\$1,500	Staff computer/laptop
Custodian's Workshop	250	1	250	\$0	\$0	
Custodian's Storage / Closets	375	1	375	\$0	\$0	
Recycling Room / Trash	400	1	400	\$1,000	\$1,000	WAP
Receiving and General Supply	413	1	413	\$1,000	\$1,000	WAP
Storeroom (incl. Books + Mezz)	627	1	627	\$1,000	\$1,000	WAP
Network / Telecom Room	200	1	200	\$2,000	\$2,000	Staff computer/laptop, Printer
OTHER						
Data Switch/Controller - allowance (IP Voice/Data)		1	0	\$225,000	\$225,000	
WAP - Corridors/common area - allowance		1		\$25,000	\$25,000	
IP Phone System/Devices - allowance		1		\$50,000	\$50,000	
File Servers New/Upgrade - allowance		1		\$100,000	\$100,000	
Student Laptop/pads		0		\$0	\$0	
Printers - centralized @ CLR clusters		8		\$1,500	\$12,000	
Total Technology					\$1,026,500	
MSBA Allowance (\$1200 per Student)		Students	940		\$1,128,000	
Difference (MSBA Allowance - Total Tech)					\$101,500	

**EXHIBIT G
INSURANCE
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL**

PROJECT FUNDING AGREEMENT

EXHIBIT "G"

MASSACHUSETTS SCHOOL BUILDING AUTHORITY STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR AN OWNER-CONTRACTOR CONTRACT (Alternate Form for Construction Manager at Risk on Page 6 of this Exhibit G)

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Contractor contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an invitation for bids for construction of the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-Contractor contract.

INSURANCE REQUIREMENTS (Design-Bid-Build)

1. Insurance Generally.

A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner, or as otherwise acceptable to the Owner.

C. The Contractor shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Authority and the Owner as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this Contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- the Contractor shall submit updated certificates of insurance prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

D. The Contractor shall file one certified, complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required herein. Neither the Owner nor the Authority shall in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

2. Contractor's Commercial General Liability.

A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
Products & Completed Operations	\$2,000,000 general aggregate per project
Personal & Advertising Injury	\$1,000,000 annual aggregate
Medical Expenses	\$1,000,000 each occurrence
	\$5,000

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The Contractor shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Authority and the Owner.

3. Automobile Liability.

A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage \$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

C. The policy shall name the Authority and the Owner as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Authority and the Owner shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below to this Contract, in which case the Contractor shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152, as amended, unless a higher coverage is specified in Section 8 below, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Section 8 below, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

C. The policy shall contain a Waiver of Subrogation in favor of the Authority and the Owner.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of Contractor for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If specified in Section 8 below , Owner may require the Contractor to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism (“certified” and “non-certified”), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off Site location shall be forthwith replaced by the Contractor at no expense to the Owner or the Authority..

D. The policy or policies shall specifically state that they are for the benefit of and payable to the Authority, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the Contractor, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by the Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the Contractor shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

8. Additional Insurance Requirements

The Contractor shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR A
CONSTRUCTION MANAGER AT RISK CONTRACT

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Construction Manager at Risk (“CM”) contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an RFQ for construction management at risk services for the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-CM contract.

INSURANCE REQUIREMENTS (CM at Risk)

1. Insurance Generally.

A. The CM shall purchase and maintain the insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CM's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better assigned by AM Best Company, or equivalent rating assigned by a similar rating agency acceptable to the Owner or as otherwise acceptable to the Owner.

C. CM shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter “Authority”), the Owner and anyone else that the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Owner and the Authority as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- CM shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

D. The CM shall file one certified complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner or the Authority is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The CM is responsible for the payment of any and all deductibles under all of the insurance required below unless the Owner and the Authority specifically provide a written waiver to the CM.

2. CM's Commercial General Liability.

A. The CM shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/per project basis. The policy shall provide the following minimum coverage to protect the CM from claims with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
Products & Completed Operations	\$2,000,000 general aggregate, per project
Personal & Advertising Injury	\$1,000,000 annual aggregate
Medical Expenses	\$1,000,000 each occurrence
	\$5,000

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The CM shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Owner and the Authority.

3. Automobile Liability.

A. The CM shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury & Property Damage \$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the CM, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall contain coverage Form MCS-90.

C. The policy shall name the Owner and the Authority as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The CM shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CM during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and the Authority shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

A. The CM shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the higher coverage:

Workers' Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Section 8 below the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability for \$1,000,000/\$1,000,000.

C. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of CM for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If specified in Section 8 below, Owner may require the CM to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

A. The CM shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the GMP. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

B. When Work will be completed on existing buildings owned by the Owner, the CM shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

C. The CM shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the CM at no expense to the Owner or the Authority.

D. The policy or policies shall specifically state they are for the benefit of and payable to the Authority, the Owner, the CM, subcontractors and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the CM, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by CM as fiduciary and made payable to the Contractor as fiduciary for the insureds. CM shall pay the subcontractors their just shares of insurance proceeds received by the CM and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the CM shall provide the higher amount:

Contract Price:
Under \$1,000,000
\$1,000,000 -- \$5,000,000
\$5,000,001-- \$10,000,000
\$10,000,001 and over

Limit of Liability:
\$2,000,000 per occurrence
\$5,000,000 per occurrence
\$10,000,000 per occurrence
\$25,000,000 per occurrence

8. Additional Insurance Requirements

The CM shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

EXHIBIT H
EDUCATIONAL PLAN
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL

PROJECT FUNDING AGREEMENT

UPDATED EDUCATIONAL PROGRAM

Educational Plan for Joining Mattacheese Middle School And Wixon Innovation School

*Enhancing the D-Y Advantage with a Future Ready
Educational Experience and Environment*

Preparing our Students for their Tomorrow!



Our Mission

*Empowering Each Student to Achieve Excellence with Integrity
in a Changing World*

May 2018

Table of Contents

Table of Contents	
Introduction.....	5
VISION AND CORE VALUES	5
STRATEGIC PLAN GOAL STATEMENTS.....	6
HISTORY	6
VISIONING	9
<i>GUIDING PRINCIPLES.....</i>	<i>10</i>
<i>DESIGN PATTERNS.....</i>	<i>10</i>
Our Students.....	11
DEMOGRAPHICS.....	11
Serving Our Students.....	12
GRADE CONFIGURATION AND CLASS SIZE POLICY	12
SCHEDULES	13
SOCIAL-EMOTIONAL GROWTH	16
STUDENT SUPPORT	16
<i>SPECIAL EDUCATION.....</i>	<i>16</i>
<i>SPECIALIZED PROGRAMS FOR STUDENTS WITH LEARNING DIFFERENCES</i>	<i>17</i>
<i>Students Achieving Improved Learning Strategies - SAILS.....</i>	<i>17</i>
<i>Specialized Teaching Alternative Room (STAR) II.....</i>	<i>18</i>
<i>Behavior Support Classroom.....</i>	<i>19</i>
<i>NECC Partner Program.....</i>	<i>20</i>
<i>THERAPISTS</i>	<i>21</i>
<i>ENGLISH LEARNERS.....</i>	<i>22</i>
<i>READING AND MATHEMATICS SUPPORT</i>	<i>22</i>
<i>HEALTH CLINIC.....</i>	<i>22</i>
<i>LUNCH.....</i>	<i>23</i>

<i>RESTROOMS/LOCKER ROOMS</i>	23
SPECIALIZED CLASSES	23
<i>PHYSICAL EDUCATION AND HEALTH</i>	23
<i>Physical Education Space Needs</i>	24
<i>VISUAL ARTS</i>	24
<i>MUSIC/PERFORMING ARTS</i>	25
<i>WORLD LANGUAGES</i>	26
<i>TECHNOLOGY</i>	26
<i>LIBRARY MEDIA CENTER</i>	27
<i>21ST CENTURY SKILLS CLASSES</i>	28
TEACHING METHODOLOGY AND STRUCTURE	28
<i>MATHEMATICS</i>	28
<i>SCIENCE</i>	30
<i>ENGLISH LANGUAGE ARTS</i>	31
<i>SOCIAL STUDIES</i>	32
OUTDOOR LEARNING AND RECREATION SPACES	33
Supporting Our Staff	35
EDUCATOR GROWTH AND SUPPORT	35
<i>PROFESSIONAL LEARNING COMMUNITIES</i>	35
<i>MEETING SPACE</i>	35
<i>TEACHER PREPARATION TIME</i>	36
<i>ACADEMIC INSTRUCTIONAL COACHES</i>	36
Administration and the Public	36
THE ADMINISTRATIVE CENTER- SECURITY AND PUBLIC ACCESS	36
<i>SAFETY AND SECURITY</i>	37
<i>ADMINISTRATIVE SPACE</i>	37
<i>PUBLIC ACCESS</i>	38
<i>TRANSPORTATION POLICIES</i>	38
<i>NATURAL LIGHT AND ENERGY EFFICIENCY</i>	38
Summary	39

ADVANTAGES OF THIS CONFIGURATION 39

APPENDICES

TYPICAL DAY IN THE LIFE OF A STUDENT - WIXON 40

TYPICAL DAY IN THE LIFE OF A STUDENT - MATTACHEESE 41

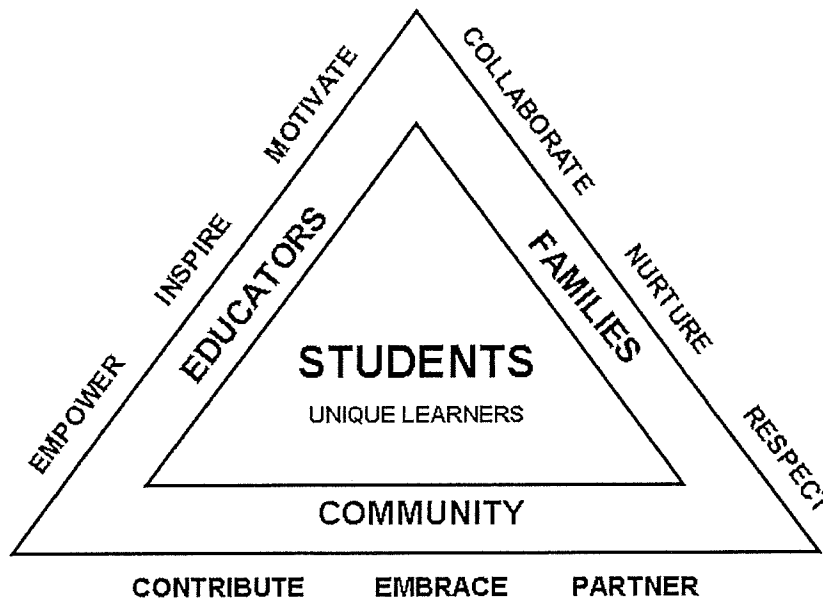
Introduction

VISION AND CORE VALUES

In 2014 the Dennis-Yarmouth Regional School District developed the current Strategic Plan with support from the Massachusetts Association of Regional Schools. This participatory process included the School Committee, Administration, Faculty, Staff, Town Officials, Parents, Students, and the Community-at-Large. As a result of this process our Mission was re-codified as participants felt that it still represented our district's goal for all students.

Our Vision represents what our district strives for: *The Dennis-Yarmouth Regional School District, a community of learners, will be an innovative leader in preparing each student to be college, career, and civic ready, with the capacity to seek new challenges and make a positive difference.*

The triangular graphic below represents our Core Values. The steering committee spent countless hours deciding on just the right graphic. The triangle was selected because it is the strongest shape. Our students are supported in the center of the triangle by our educators, families, and the community. We have a diverse student body and we celebrate that by recognizing our students as unique learners.



Our Core Values statement: *The Dennis-Yarmouth Regional School District is a community of innovative learners. Each student will be college, career, and civic ready, empowered to seek new challenges and make a positive difference in a changing world.*

Our Mission, Vision, and Core Values are tightly interwoven creating a strong message representing who we are, how we work together, and what we will accomplish with all students. A sense of pride permeates our district as we proudly proclaim, "We are all Dolphins!" Even our mascot, the dolphin, exemplifies our long tradition of working collaboratively and caring for all students.

STRATEGIC PLAN GOAL STATEMENTS

- ◆ Maintain and enhance a challenging and rigorous curriculum that empowers students to achieve success in a world community of continual change and accelerating complexity. (Student Learning-Curriculum, Instruction, Assessment)
- ◆ Maintain and enhance the tools, infrastructure and use of technology in order to meet the emerging needs of all learners. (Student Learning-Technology)
- ◆ Maintain and enhance a supportive school culture that scaffolds learning and supports a continuum of students and adult learners. (Supportive School Culture-Diverse Learners, Wellness)
- ◆ Maintain and enhance support systems for effective, proactive, and two-way communication among schools, families, and community. (Communication-Inform, Listen, Engage)
- ◆ Maintain and enhance a safe and secure environment for all students, staff, and visitors. (Safety)

HISTORY

The towns of Dennis and Yarmouth have a long history of partnering to provide educational services. In the mid-1950s the two towns established the Dennis-Yarmouth Regional School District. Through the regional agreement, elementary and middle school students continued to be educated in their own town and a shared high school for grades 9-12 was created. The regional high school opened in 1957. This school has been enlarged and renovated twice. It is located in the town of Yarmouth, just off the Route 6 at exit 8. This is centrally located as the district stretches from exits 7 to 9B along Route 6.

The declining student population on Cape Cod has led to a series of changes to the district over the last twelve years. Each time, changes were made to reconfigure in a way that kept students in the newest facilities and to support the changing educational needs and demands.

In 2005, the district had eight schools. Dennis and Yarmouth shared the regional high school. Dennis had two schools; one serving grades PreK-3 (Baker) and the other serving grades 4-8 (Wixon). Yarmouth had five schools; one schools housing PreK-5 (M.E. Small and one school housing K-5 (Station Avenue); two very small schools that sat on the same campus, one serving PreK-2 (MacArthur) and the other serving grades 3-5 (Simpkins); and one middle school (Mattacheese) which served grades 6-8. At the end of the 2006 school year, the John Simpkins School was closed. It was the oldest school in Yarmouth (75 years old) and it had many maintenance concerns. Due to the size of the other schools this required the rearrangement of grade levels within the Yarmouth schools. The Station Avenue and MacArthur schools became K-3 and PreK-3 respectively and M.E. Small became a school for all grade 4-5 students in Yarmouth. M.E. Small and Mattacheese were situated on the same campus, creating a similar configuration to the Wixon School (grades 4-8) in Dennis.

While we all agreed that we would have preferred our students have fewer school-to-school transitions than what had been created by having only two grades in a school, this afforded us the opportunity to get better continuity and consistency in curriculum in grades 4-5 in the Yarmouth schools. In addition, we could focus specifically on the developmental needs of our upper elementary students. We were fortunate to receive a 21st Century grant for M.E. Small, which started an exploration of longer school days and longer school year for struggling students. This led to an application to become an Innovation School and in 2011. M.E. Small became the district's first Innovation School. Through a staggered schedule for staff members, the students gained an additional 40 minutes per day of learning time resulting in approximately 19 additional days of learning time. In 2012, Baker and Wixon also became Innovation Schools. However, the Baker and Wixon Innovations did not include the longer school day.

Due to high churn rates in 2008, the School Committee voted to allow intra-district school choice. We discovered that our families were very often simply moving from one school attending area to another within our own district. Sometimes due to the challenges they were facing, students were missing significant amounts of school between leaving one school and registering in the next. So now we offer families the opportunity to stay in the school of their choice within the district. Typically, this requires that they drive their children to and from school. When they live near a bus stop or if they can get to a nearby bus stop we are able to provide bussing. This has reduced the number of students missing significant amounts of school.

Through the regional agreement, the towns maintained separate schools for grades K-8 in each town until 2013. M.E. Small housed grades 4-5 and Mattacheese housed grades 6-8 for Yarmouth students and Wixon housed grades 4-8 for Dennis. By a vote of the school

committee, it was decided to send all grade 8 students to Dennis-Yarmouth Regional High School; to make Mattacheese a district school for grades 6-7; and to make Wixon a district school for grades 4-5. After the acceptance of this change to our regional agreement at both town meetings it was possible for students in grades 4-8 to be educated in a school building in either town.

In 2014 each of the former middle schools housed about 500 students in this new grade configuration. Since M.E. Small and Wixon had been Innovation Schools, this was maintained in this transition for all grade 4-5 students under the model previously used by M.E. Small with a longer school day. Wixon remains an Innovation School with a longer school day.

This was an important vote both educationally and fiscally for the Dennis-Yarmouth students. The administrative team had a vision for improving the curriculum delivery by having all students of a grade in one school building. This configuration would provide greater opportunity for faculty to collaborate and learn together thereby ensuring a guaranteed, viable curriculum and continuity of instructional practices for all based on the state content and practice standards.

This change also provided us with an opportunity to close the smallest and next oldest PreK-3 school in Yarmouth (MacArthur) and to transfer these students to a larger facility with a real gymnasium not hindered by having to dodge Lally columns (M.E. Small) in the gymnasium during physical education classes. As a result, the district now has six schools. In Yarmouth, there is one PreK-3 school (M.E. Small), one K-3 school (Station Ave.), and Dennis has one PreK-3 school (Baker). There are three fully regionalized district schools (Wixon for grades 4-5, Mattacheese for grades 6-7, and Dennis-Yarmouth Regional High School for grades 8-12).

While this has helped us to achieve better continuity and consistency in the curriculum and instruction for grades 4-8, we are still concerned with the number of transitions students in our district must make particularly in the middle years. Our primary schools are PreK-3 or K-3 and our high school is 8-12, allowing students to spend 4-5 years in primary school and high school. We believe it would be in our students' best interest to be educated in an intermediate/middle school for grades 4-7. This configuration would create fewer transitions to better address the students' social-emotional growth in addition to their academic growth.

Visioning

In an effort to seek input from the community the following visioning sessions were held:

- ◆ Two full-day visioning sessions that included administrators, teachers, school committee members, parents, and other interested community members;
- ◆ Three two-hour visioning sessions for parents and community member;
- ◆ Two one-hour visioning sessions for the educators who are currently working at Mattacheese and Wixon;
- ◆ Multiple discussions have taken place over the last year with the members of the building committee (17 meetings to date);
- ◆ A joint meeting of Boards of Selectmen, Finance Committees, and School Committee will take place on November 6, 2017.

Additionally, we have the added element of the current regional agreement study committee as part of the conversation. The study committee includes two members each from the Board of Selectmen and the Finance Committees in each town and two School Committee members, one from Dennis and one from Yarmouth. This study committee is discussing, among other things, the two towns' interests in this building project and the possibility for a school that houses grades 4-7 for both towns.

These conversations have provided a significant amount of input from the community into this educational plan. Some of the recurring themes from all these meetings include:

- ◆ There is significant social-emotional value for children and families when students are in one building for a four-year span.
- ◆ A school of this proposed size must be designed and built to ensure that students don't feel lost and overwhelmed. They need a small school feel, but large school pride.
- ◆ It is an academically and developmentally sound practice to ensure that students in grades 4-5 and students in grades 6-7 each have a school experience that is unique to their academic and social-emotional needs. Shared spaces should allow for mentoring opportunities and academic collaboration, but the design and scheduling should ensure that each group of students' needs will be met separately.
- ◆ The location of the school is a key component for the buy-in of the parents in the two communities. A central location would be the most desirable and would help reduce the length of bus rides that students are currently experiencing in the current Wixon and Mattacheese configuration.

- ◆ The arts are core to the educational experience in Dennis-Yarmouth Regional School District. An auditorium that holds the same number of audience members as the Mattacheese auditorium is a must. In addition, it would be wonderful to have a cafetorium that could be used as an additional performance space for smaller performances. Location of the proposed facility could also enhance the performance opportunities for the high school students.
- ◆ This is a community school, and as such, it should be built in a way in which the community can share some spaces after hours, but that the academic areas can be secured.

The following guiding principles and design patterns were identified as the highest priorities for the project during the visioning sessions.

Guiding Principles

- ◆ School and Community Learning Center
- ◆ Whole Child Education
- ◆ Adaptability and Evolution of Space
- ◆ Sustainability
- ◆ Small School Feel, Large School Pride
- ◆ Safety

Design Patterns

- ◆ Academic Neighborhoods
 - Neighborhood Pods
 - Functional Team Spaces
- ◆ Outdoor Learning Spaces
 - Outdoor Connections
 - Welcoming Outdoor Spaces
 - Outdoor Learning
 - Community Gathering
- ◆ Community Access
 - Community Integration
- ◆ Flexible and Agile Spaces
 - Adaptable Spaces
 - Modular Furniture
- ◆ Seamless Technology
- ◆ Common Spaces
 - Breakout Spaces
 - Kids and Adults
 - Eddies
- ◆ Transparency
 - Subtle Security
- ◆ Multi-Use Performance Spaces

Our Students

DEMOGRAPHICS

Most people think “vacation” when they think of Cape Cod. However; many of the people who live and work on Cape Cod year round find it a struggle to earn a living wage with its seasonal economy and dependence on the weather. As of October, 2017, 56% of the students in our district qualified for free/reduced price lunches mirroring the same at Mattacheese (60%) and Wixon (51%). Combining the statistics for these two schools, 481 students (49%) qualified for free lunch out of a total of 976 students. While the state uses the economically disadvantaged numbers to determine state aid, this statistic does not truly represent the needs of our population. For whatever reason, many of our families are not showing up in the other databases where they could be eligible for other kinds of state assistance.

The charts below show the percentage of each subgroup by current school configuration. The 2017 statistics are as reported on October 1, 2016. Given the transient nature of our population these statistics continue to increase throughout the school year. The numbers are always greater in June than they are in October.

Mattacheese	13-14	14-15	15-16	16-17
First Language Not English	11.3	14.1	15.8	13.3
English Learners	8.1	5.5	7.4	6.6
Disabilities	17.1	16.3	18.7	19.9
High Needs	55.0	47.3	51.8	53.2

Wixon	13-14	14-15	15-16	16-17
First Language Not English	13.9	10.1	14.0	17.9
English Learners	9.6	4.6	7.4	8.4
Disabilities	17.5	17.4	18.9	20.4
High Needs	52.4	48.5	50.3	57.2

We are proud to say that despite the challenges our students face we have made significant improvement in our graduation rates, as shown in the chart on the next page.

4-Year Graduation Rate for All Students						
Year	D-Y % Graduated	% Still in School	D-Y Total	State %	% Still in School	State Total
2007	75.3	8.4	83.7	80.9	6.6	87.5
2008	75.5	7.2	82.7	81.2	6.0	87.2
2009	79.8	6.8	86.6	81.5	6.2	87.7
2010	79.6	9.0	88.6	82.1	6.6	88.7
2011	85.4	5.5	90.9	83.4	6.6	90.0
2012	83.7	6.6	90.3	84.7	5.8	90.5
2013	88.2	2.4	90.6	85.0	6.1	91.1
2014	84.1	5.6	89.7	86.1	6.0	92.1
2015	83.1	5.5	88.6	87.3	5.6	92.9
2016	87.9	5.3	93.2	87.5	5.7	93.2

Serving Our Students

GRADE CONFIGURATION AND CLASS SIZE POLICY

Currently, we have two schools for students in grades 4-7. Students in grades 4-5 from Dennis and Yarmouth are educated at the Wixon Innovation School in Dennis. Students in grades 6-7 are educated at the Mattacheese Middle School in Yarmouth. We believe that the developmental needs of students in grades 4-5 and grades 6-7 are unique.

We are proposing that we join these two school communities in one facility. It is our belief that being in one location will remove the feel of a major school transition between grades 5 and 6. Research tells us that transitions can increase feelings of anxiety. The longer grade span will help our students and parents feel more connected for a longer period of time. However, it is most important to us that we are able to continue to provide for the distinct needs of each population, intermediate and middle, separately while having them in one location.

When we further regionalized so that students from both towns were educated together beginning in grade 4 our district identity was enhanced. Our district identity will be strengthened by joining these two school communities. In a 4-7 school, there will be increased opportunities for student mentoring and relationship building in a larger school community. Our youngest students will have occasions to see what lies ahead without leaving their building. Our older students will develop skills necessary to take on greater responsibility and build leadership skills. We will foster our students' sense of belonging within this school. It should feel somewhat like having two schools within one building, so there is a strong individual intermediate and middle school unified under the larger school umbrella. Students will belong to their classrooms, grade levels, two-grade configuration, whole school, and district.

Combining these grade levels, we will have almost 1000 students ranging in age from 9-13 years old. Given our students social-emotional challenges and the developmental changes of this age group we want the school to feel small to the students despite its size. So it will be extremely important to have that feeling of separate, but together.

Throughout our visioning sessions with parents and community members, they echoed the desire for a longer grade span and fewer transitions. One parent stated that, “now you just get used to a school and it is time to move to the next.” However, they were also interested in making sure there is a “small school feel.” There was a special concern about students with anxiety and the need to make sure they didn’t feel overwhelmed. The use of academic neighborhoods received the highest number of votes from parents, staff, and community.

Currently, our class size policy aligns with our focus on the social emotional development of our students. We attempt to maintain class sizes of 20 students in all classes for grades 4-7, whenever possible. This would be our continued desire in our proposed school project. We believe that building relationships with students is critical to their success. These class sizes allow teachers to spend time as needed with individual students and to differentiate effectively.

As noted in the demographic tables above we have a significant number of “high needs” children and specifically, students with disabilities average 20% of the student population. In each of these schools we have complex care programs for students with multiple medical and cognitive disabilities. These students are generally placed in substantially separate classrooms with no more than 6-8 students. However, the classroom space must be able to accommodate specialized equipment as needed. General education classrooms must be large enough to include these students whenever possible because they require specialized equipment. Other substantially separate classrooms for students on the autism spectrum or who have language-based disabilities are typically in classes of no more than 10-12. These students are also included in general education but do not typically require large pieces of equipment.

All of our needs today require flexible and adaptable spaces for learning. The building needs to be able to adjust to the changing needs of students and the fluctuating educational requirements.

SCHEDULES

Master schedules are revisited annually based on a myriad of factors, such as enrollment, programming needs, contractual obligations, and staffing. Currently, there are 540 students enrolled in grades 4-5 at Wixon. They receive all core content instruction in self-

contained classes. There are three teacher pairs who share two classes of students each. For example, one teaches science and math and the other teaches English and social studies for two classes of students. During the visioning sessions educators expressed a desire to have rooms together with a folding wall to allow opportunities to do more co-teaching.

In addition, each student at Wixon has the following classes; music (1X per week), library/media (1X per week), health (1X per week), art (2X per week), physical education (2X per week). We are planning to reduce the number of times per week that students take a visual art class in an effort to add a foreign language (Spanish). One of our PK-3 schools is offering Spanish and piloting a push-in delivery model. We are proposing to replicate that model for teaching Spanish in grades 4-5. We are proposing that we reduce art to 1X per week in order to add Spanish. This would extend the continuum for learning a foreign language from third grade through high school. Students in grades 4-5 have an enrichment block (3X per week) and an RTI block (2X per week). All students choose high interest enrichment blocks and all receive extra support during the RTI block based on assessment data. Students have recess daily in connection with their lunch period. It is our desire that the outdoor recreation facilities be located within easy access from the cafeteria.

Currently, there are 447 students enrolled in grades 6-7 at Mattacheese. In the core content areas, Mattacheese has five science, mathematics, and English teachers and four social studies teachers. There are four reading teachers and two mathematics teachers who provide extra support for struggling students.

The Mattacheese six hour and fifteen minute student school day operates on a six day rotation. In 2017-2018, the student day consists of a ten minute Advisory period, five (5) fifty-minute periods, one (1) forty-seven minute period (one each for 6th and 7th grade), two (2) thirty-minute lunch periods (one each for 6th grade and 7th grade) and one (1) thirty nine-minute period. There are seven periods, six of which rotate. The thirty-nine minute period remains the same every day and is the last period. This period is used as a block for a tiered system of support and Word Generation for all students. Middle school students have "fresh air" time in connection with their lunch period, further emphasizing our need for outdoor facilities located with easy access from the cafeteria. This layout supports the social-emotional and physical needs of our middle school students.

Each student at Mattacheese is scheduled individually. Students have mathematics, science, and ELA classes every day. Students have social studies every day unless the student needs additional interventions. Students who have been identified as requiring additional reading support do not take a foreign language class; otherwise foreign language is taken every day. We offer 21st Century Skills/Career Exploration, art, health, music, and instrumental lessons one day out of six. Band/Chorus/Orchestra and Word Generation each meet three days out of six. Physical education meets two days out of six.

Wixon (4-5) currently has an extended school day. The school day is six (6) hours and thirty (30) minutes. The D-Y high school has a six (6) hour and forty-two (42) minute day. Mattacheese has a six (6) hour and fifteen (15) minute day. We are proposing to extend the day at Mattacheese to at least match the day at Wixon. However, we are also exploring the possibility of extending the day to seven (7) hours for grades 4-7. With a longer school day we will have more time for core content areas and electives for enriching, interest-based learning. Our main limitation will be funding to extend the staff working day.

It is important that we give our grade 6-7 students more learning time. If the school is within a close proximity to the high school, we would bring the middle school and high school students in on a similar schedule. This would assist in expanding the middle to school to the same length as the high school day. It would also help us with the lunch schedule for the 4-7 school, because we are proposing to stagger the arrival times of 4-5 and 6-7. The staggered schedule would allow for a less congested arrival and dismissal each day, since only half the school would arrive and dismiss at one time. This would make it possible to share the cafeteria and to have lunches served at typical lunch hours. Grades 6 and 7 will have two lunch periods. Grades 4-5 will have two lunch periods. Each grade will eat on separated sides of the cafeteria and with a staggered, but overlapping schedule, so that the serving line can be managed in four waves, but effectively two seatings.

As it connects to class sizes and schedules, we are concerned about the enrollment number of 940 students allowed for this project. The chart below shows the enrollment over time using October 1 numbers in grades K-7 and advancing them from FY18-FY22. Typically, we lose about sixteen students to the charter school between grade 5 and grade 6. However, even taking that into consideration, we will still be slightly over the 940 enrollment in FY22.

If we open prior to FY22 we may be somewhat overcrowded. It is difficult to tell without actual numbers beyond FY22 whether the population moving through for these three years is just a bubble or if FY18 and FY22 are cyclical dips.

Nov. 1, 2017	FY18	FY19	FY20	FY21	FY22
K	209				
1	231	209			
2	269	231	209		
3	258	269	231	209	
4	270	258	269	231	209
5	270	270	258	269	231
6	231	270	270	258	269
7	216	231	270	270	258
4-7 Total	987	1029	1067	1028	967

SOCIAL-EMOTIONAL GROWTH

Our desire to put these grades together to give students more school stability in the middle years supports our focus on their social-emotional growth. In each of these schools there is a full time psychologist, social worker, special education team chair, and a school nurse.

Mattacheese has two full-time school counselors who focus on developing 21st century life skills and school-to-careers interest, in addition to providing support for personal development. For students and families who may need a greater level of assistance, we partner with Gosnold of Cape Cod to bring counselors to the school during the day. The Gosnold counselors are adept at treating a range of mental health issues, including the prevention and treatment of addiction. At Wixon and Mattacheese Gosnold counselors are available for students on a daily basis. Therefore, small counseling spaces need to be provided in an area that ensures privacy. Throughout the year Gosnold counselors conduct workshops for parents of middle school students.

The issues of poverty and addiction significantly impact the lives of our students. We have done a great deal of work with our faculty around helping traumatized children learn. We focus on health and wellness. Beginning in kindergarten, we utilize a mindfulness curriculum to assist our students with strategies to deal with anxiety. Our teachers teach executive functioning skills within the classroom to help students learn to organize and become successful learners. Every school fosters the development of appropriate behavior through Positive Behavioral Supports and Interventions (PBIS). This is a direct approach for teaching expected behaviors as prevention. It is based on the belief that if students knew what was expected, they would do it. Direct teaching of expectations ensures all students are able to be successful.

STUDENT SUPPORT

Special Education

Our inclusion teachers co-teach classes, thus providing two adults in a classroom with 20 students. This “push-in” model has been most successful with a large majority of our special education students who need some support but not a substantially separate setting. It is important to have some adjacent spaces that allow for small flexible groupings. We propose that the inclusion teachers share a larger room that is divided into individual workspace for them to complete paperwork and make phone calls. General education classrooms would be greatly enhanced for our students if sound amplification systems were installed. We currently have only a couple of portable Redcat amplification systems. We move them around as needed, but it would enhance the educational experience of all students if such systems were part of every classroom.

Specialized Programs for Students with Learning Differences

Students Achieving Improved Learning Strategies - SAILS

“SAILS” is a self-contained classroom available to students in grades four and five. It is currently located in the Wixon Innovation School, but we will need space in grades six and seven as students age up. This classroom responds to the needs of students with intellectual impairments and/or language base needs who are unable to access grade level curriculum without accommodations and need to have material presented at a developmental level commensurate with their abilities. They provide small group instruction and a small student to staff ratio, consistent with strategies designed to promote academic success.

Students in this program have Individualized Educational Plans which address their diverse learning styles and specific needs. All students are encouraged and given the opportunity to mainstream for academic and non-academic classes where appropriate. The SAILS classroom is staffed with a certified special education teacher as well as with educational support personnel to facilitate academic instruction.

Program Philosophy

The goal of the SAIL classroom is to assist students in developing skills that will enable them to be successful in school as well as provide them with the real life skills necessary for daily living. Safe, predictable, and positive environments are provided to enhance the student’s learning process and encourage student participation and motivation. Alternative resources and learning tools are provided to address the student’s individual needs and to support the classroom’s goal. In addition, the focus is on developing a positive social atmosphere to promote the students’ ability to work collaboratively and productively in a respectful and pro-social manner. The SAILS program works directly with a variety of related service providers to assist students in the areas of Speech and Language, Occupational and Physical therapists.

Participation in the General Education Classroom

Students’ re-entry to general classrooms or mainstreaming occurs when it has been determined by the team that the student has developed the ability to comply with school rules and regulations, and is capable of learning within the general education environment. Typically, students are transitioned into one general education class at a time to promote a successful outcome. The program staff works closely with the mainstream teachers to facilitate a smooth transition and to monitor the student’s progress. In addition, the program staff is available to provide curriculum support in the mainstream classroom. Additional mainstream classes are added when students have demonstrated consistent and positive behavior within their classes. When students reach the goal of full mainstreaming, supportive services are progressively diminished.

Specialized Teaching Alternative Room (STAR) II

STAR II is a self-contained classroom available to students in grades four and five. It is currently located at the Nathaniel H. Wixon Innovation School. We will need a similar classroom in grades six and seven as the students grow. This classroom responds to the needs of students with autism, or pervasive developmental delays. They provide small group instruction and a small student to staff ratio, consistent with strategies designed to promote academic and social success.

Students in these programs have Individualized Educational Plans which address their diverse learning styles and specific communication needs. All students are encouraged and given the opportunity to mainstream for academic and non-academic classes where appropriate. The STAR II classroom is staffed with a certified special education teacher as well as with educational support personnel, to facilitate academic and behavior instruction. A licensed Board Certified Behavior Analyst (BCBA) provides consultation to staff and individual treatment to students in the program.

Program Philosophy

The goal of the STAR II classroom is to assist students in developing communication and advocacy skills that will enable them to be successful in school as well as provide them with daily living skills. Safe, predictable, and positive environments are provided to enhance the student's learning process and encourage student participation and motivation. Alternative resources and learning tools are provided to address the student's individual needs and to support the classroom's goal. In addition, the program design is focused on developing a positive social atmosphere to promote the students' ability to work collaboratively and productively in a respectful and pro-social manner.

The STAR II program works directly with a variety of related service providers to assist students in the areas of Speech and Language, Occupational and Physical therapists. We welcome families and strive to allow parents to participate in the educational and socialization process utilizing their unique knowledge of the problems affecting their child. Communication is integral to the program and success of students.

Participation in the General Education Classroom

Students' re-entry to general classrooms or mainstreaming occurs when it has been determined that the student has developed the ability to comply with school rules and regulation, and is capable of learning within the general education environment. Typically, students are transitioned into one general education class at a time to promote a successful outcome. The program staff works closely with the mainstream teachers to facilitate a smooth transition and to monitor the student's progress. In addition, the program staff is

available to provide curriculum support in the mainstream classroom. When students reach the goal of full mainstreaming, supportive services are progressively diminished.

Behavior Support Classroom

The Behavior Support classroom is self-contained. It is available to students in grades six and seven. The classroom is located at the Mattacheese Middle School. With increasing social-emotional issues we are exploring the development of a similar program for grades four and five. The classroom responds to the needs of students dealing with a variety of behavioral, social, and academic issues. Students in the behavior support classroom receive small group instruction and benefit from a small student to staff ratio. Teachers use strategies designed to promote cooperative learning and social/ emotional growth. Each student in the classroom has an Individualized Educational Plan which addresses their diverse learning styles and specific needs. All students are encouraged and given the opportunity to mainstream for both academic and non-academic classes where appropriate. Students who are mainstreamed are provided with academic and behavioral support to enhance their success. This classroom is staffed with a certified special education teacher as well as with educational support personnel to facilitate academic instruction and behavior management.

The middle school is staffed with two school counselors, a social worker, and a school psychologist, who are available to provide individual and group therapy and crisis intervention for student, as well as behavioral consultation to the teaching staff. In addition, an integral component of the social worker's responsibilities is to maintain regular communication with parents and any outside service providers deemed appropriate.

Program Philosophy

The goal of the behavior support classroom is to assist students in developing skills that will enable them to be successful in less restrictive learning environments. Safe, predictable, and positive environments are provided to enhance the student's learning process and encourage student participation and motivation. Alternative resources and learning tools are provided to address the student's individual needs and to support classroom goals. In addition, the focus is on developing a positive social and behavior climate in order to promote the students' ability to work collaboratively and productively in a respectful and pro-social manner. The program works directly with a variety of related service providers to assist students in the areas of Speech and Language, Occupational and Physical therapists.

Behavior Management

Behavior management systems are an integral component of the behavior support classroom and are designed to support each student's individual and social goals; as well as

the program's goal to provide a safe, consistent, and predictable learning environment. Expectations for appropriate and responsible behavior and classroom routines are clearly delineated. Incentives planned by the program staff with the student input are provided to reinforce pro-social and respectful behavior, while consequences to problematic behavior exist to maintain the classroom's atmosphere of safety and respect for all adults and students involved.

In the event that the student's behavior becomes disruptive to the class or becomes aggressive in any manner, the student will be asked to leave the classroom and take a time out in a designated area. All attempts will be made to support the student's efforts at taking a time out appropriately. In the event that a student's behavior poses a safety threat to self or other and all other behavior management techniques have been exhausted, it may be necessary to provide physical intervention and restraint. All program staff is trained in the Crisis Prevention Institute's (CPI) non-violent crisis intervention methods.

A primary component of the behavior management system is to assist students in their ability to process problematic behavioral incidents. Following any incident that warrants a time out, students with staff assistance, will be required to process the incident and determine steps they might take in the future to handle the situation in a more appropriate manner.

Participation in the General Education Classroom

Students' re-entry to general classrooms or mainstreaming occurs when the parents and staff determine that the student has developed the ability to comply with school rules and regulations, and is capable of learning within the general education environment. Typically, students are transitioned into one general education class at a time to promote a successful outcome. The program staff works closely with the mainstream teachers to facilitate a smooth transition and to monitor the student's progress. In addition, the program staff is available to provide curriculum support in the mainstream subject. Mainstream classes are added when students have demonstrated consistent and positive behavior within their classes. When students reach the goal of full mainstreaming, supportive services are progressively diminished.

NECC Partner Program

The Partner Program is a cooperative classroom supported by The New England Center for Children (NECC) and the Dennis-Yarmouth School District. The Partner Program is an intensive instructional program based on the principles of Applied Behavior Analysis. Students receive one-to-one instruction provided by a Certified Applied Behavior Analysis Assistant who implements individualized curricula and behavior plans for each student,

and is supervised by a Master's level certified special education teacher trained in Applied Behavior Analysis. This program currently serves 10-16 year old students.

In addition, a Board Certified Behavior Analyst (BCBA) consults to the classroom weekly. The program, which is a full year program, consists of five six-hour and thirty- five-minute classroom days, with the opportunity for two hours of home training weekly. The majority of the students' skill acquisition programs are implemented during structured teaching sessions in the Partner Program classroom. However, students also attend general education classes for social opportunities.

While in the Partner Program classroom, students work in a separate "cubby" area as well as in the general classroom area. Students also join their classmates to practice skills in the context of small group lessons. The primary area of focus for students in the Partner Program is to increase independence with academic, self-help, social, and motor skills, in order to bring their skill sets closer to that of their age-matched peers. Other significant areas of focus are decreasing maladaptive behavior in the school setting, enhancing students' abilities to interact with peers, and the generalization of mastered skills to less restrictive settings.

Each of the aforementioned programs (SAILS, STAR II, Behavior Support, and NECC) will require their own separate classroom spaces and adjacencies for daily life skills and therapies. This will provide a significant improvement for our students and their programming.

Critical Care Classroom

We currently have a critical care program at our elementary school. This is a program for students with significant medical issues. It is highly likely that we will need such a program in this school as the students age-up.

Therapists

Each school provides speech therapy, occupational therapy, physical therapy and services for our visually impaired students. Speech Pathologists typically service small groups of students at a time or "push-in" to the classroom for some students. The Physical Therapist (PT) would work with students in an adaptive physical education space. The PT would need office space near this gymnasium or could share office space with the other therapists in the occupational therapy room. The Occupational Therapist could share a room with the teacher of the visually impaired that would hold all the necessary equipment for both therapies. They would be able to service small groups of students at a time in that room.

The services for the visually impaired are on an as-needed basis with a district-wide teacher. Therefore, in addition to the equipment, some desk workspace would need to be available for each therapist within the room.

English Learners

As noted above, our population includes English learners. Each school has students at every EL level 1-5 as measured by ACCESS testing. These students vary in their needs for English Language instruction based on federal and state guidelines. To meet these guidelines, students must be in a substantially separate setting for their English instruction. Each school has two teachers to provide the necessary services. They typically serve up to 5-10 students at a time, but this is extremely fluid. In order to meet these diverse needs, it would be ideal to have smaller rooms, two for each grade level (4 in total) or two larger rooms that could be flexibly partitioned based on relevant groupings; one large room for grades 4-5 and one for grades 6-7. We have four teachers and this population is continuing to grow.

Reading and Mathematics Support

At both schools, we provide reading instruction for struggling students who are not on an individualized educational plan but are reading below grade level. Each school has two to four reading teachers. Class sizes range from 3-14 students. For grades 4-5 there should be one full-sized room that can be divided into two half-size classrooms. For grades 6-7 two full-sized rooms that can be divided into two half-size classrooms are needed. Right now, all teachers in grades 6-7 teach in a very large room with portable dividers. This is less than ideal, acoustically, for the educational programs used.

At Mattacheese, students who are struggling in math receive support in mathematics. These students have math for an extra block each day. Class sizes range from 10-14 students. One full-sized classroom that can be divided into two half-size classrooms are needed.

Larger rooms that could be flexibly divided would serve the changing needs of the school population rather than many small rooms. Rooms must be designed to control the noise level. The students accessing these spaces typically have greatest difficulty attending to instruction.

Health Clinic

We envision the health clinic to be part of the building's core. Each school currently has one full-time nurse and a nurse suite. We propose having one nurse suite with two nurses. They will need adequate space and privacy to do physicals and screenings while servicing the needs of students who become ill or need daily medication. In particular, grade 7 students will be screened using SBIRT: Screening, Brief Intervention, and Referral to

Treatment as required by the state as part of the opioid risk reduction efforts. Privacy is extremely important to this effort.

We offer dental checkups and cleanings for students through Forsyth Dental. We need adequate space adjacent to the clinic or within the clinic for them to set up and conduct these services.

There must be adequate space to store equipment, such as wheelchairs and other medical equipment. We would recommend at least four bathrooms and one shower. There needs to be at least eight beds that can be private. A small conference room adjacent to the clinic would allow nurses to meet with parents, students, and staff in a private area.

We need two adequately sized medicine safes for storing medicines. We would use two safes, one for grades 4-5 and one for grades 6-7, to ensure ease for dispensing and for safety.

Each nurse would need a desk and a computer for record keeping. We would like some displays for educational literature for students, teachers, and families.

The clinic needs to be easily accessible to parents and families coming to pick up their child, to see the nurse for medication drop off, or other matters.

Lunch

Currently, Wixon has four lunches per day and is proposing to move to two. Mattacheese has two lunch periods and would like that to continue. Both schools currently have a full service kitchen that we would like maintained. We would like to have adjacent outdoor space for students to use when they have finished their lunch.

Restrooms/Locker Rooms

We are sensitive to the needs of our LGBTQ students. Therefore, we would like consideration given to how best to set up restrooms and locker rooms to support all students. It probably goes without saying that all facilities would be ADA compliant and the same consideration needs to be given to all diverse student needs. Currently, we are not set up for these needs and that is a definite area of improvement.

SPECIALIZED CLASSES

Physical Education and Health

Currently there are two physical education teachers at Mattacheese and two at Wixon. We currently have two gymnasiums at Wixon and one at Mattacheese that includes a full size gym and elevated areas that are teaching spaces. The elevated areas consist of stationary bikes and recreational activities such as ping pong. We will need at least two gymnasiums

in a combined school for our schedules to work. Given our complex care students who have wheelchairs and adaptive equipment there must be an adaptive equipment gymnasium, so that the appropriate equipment can be consistently available. It is critical to have this adaptive physical education space as we do not have such a space currently.

Each school has one health teacher in their own classroom. We will maintain this in the new building so at least two classrooms will be needed for health classes.

Grade 6-7 students change for physical education. Therefore, we would recommend a locker room with lockers large enough for their backpacks and clothes. The locker rooms need private changing spaces and restrooms. Students in grades 4-5 will not need a locker room.

Physical Education Space Needs

- ◆ Locker rooms with medium size lockers for student storage
- ◆ Only one shower connected with each physical education office is needed (2 showers total)
- ◆ Office in each locker room for PE teachers with private bathroom including shower.
- ◆ Basketball Court
- ◆ Gymnastic Equipment area (currently on elevated platform)
- ◆ Fitness room for stationary bikes and treadmills (currently on elevated platform)
- ◆ Bleacher area at least 10 rows high. (length of basketball court)
- ◆ Equipment Storage closet for both PE Department and Separate closet for Athletic Department
- ◆ Field use for PE Classes: Soccer Field, Field Hockey Field, Football field (used as a second soccer field), Softball Field
- ◆ Track and Field Area-Since the high school is on the same campus the intermediate and middle school students will share the current high school track. Since that track/field area is now 12 years old there is a need to update that facility, if possible.
- ◆ Outside storage bin for bicycles, hurdles, track equipment

Visual Arts

Currently we have one art teacher at Mattacheese and two at Wixon. We would reverse this by increasing the number of art teachers to two at grades 6-7 so that we can offer a more extensive elective program for our middle school students. This will prepare them for the high school program in which students are annually recognized by the Boston Globe with Gold Keys, Silver Keys, and Honorable Mentions. This interest and skill development begins at the elementary, intermediate, and middle school levels. There are two teaching

spaces currently at Wixon and one at Mattacheese. We would need two spaces for Mattacheese, but would reduce the number of art sections for grades 4-5. We will continue these programs and build on them in the future.

Music/Performing Arts

The arts are an important part of a well-rounded education. Our students are very fortunate for the support of the community with our visual and performing arts programs. Dennis-Yarmouth is well-known for its music programs with our high school band earning state championships several years in a row and recently a New England Championship. **This is not an extra in our district.** Approximately one third of our students are involved in our music programs. Wixon and Mattacheese each have three music teachers; one for choral music, one for band, and one for orchestra. In addition, we have a theater arts program at each of these schools. Students put on plays and musicals 2-3 times per year at each level.

The music rehearsal spaces need to be away from the academic areas or soundproofed so they don't interfere with student concentration in academic classrooms. It would be ideal if they could abut a sizable auditorium. Mattacheese is fortunate enough to have a set of steel drums. A teaching space for this unique resource is also needed.

Our concerts and plays/musicals typically draw standing room only crowds. Currently, the Mattacheese auditorium seats about 757 and the Wixon auditorium seats about 550. It is important to continue to have a good-sized auditorium for crowds of up to 750. It would be helpful if there was location near the entrance for a ticket sales booth. Students in middle school sell the tickets to their shows at the door and this would enhance that experience for them.

Parents, members of our community, and several public officials talked extensively about the need for a full auditorium at the visioning sessions and at our building committee meetings. They realize that this is not a reimbursable expense; however, they will advocate for a full auditorium in the community.

Performing arts bring our community together. Last year our middle school students put on a performance of Lion King Junior. It was outstanding and brought in standing room only crowds and a great deal of community support. These performances might be something extra for some school districts, but here the arts are part of the core program. We have many senior citizens that live in our community with no children in our schools that see the advertisements for concerts and plays on our school sign and then attend. We

frequently receive emails and letters with compliments for our students and our schools' performing arts programs.

During visioning and at building committee meetings people supported the idea of the cafetorium as an added performing arts teaching and performance space for smaller presentations. However, they felt it would be a tremendous mistake not to have a full-sized auditorium, too. Finally, they noted that the only other place in the district to have such events is the high school. Unfortunately, while the high school was renovated around 2006 the auditorium could not be expanded due to its location within the building. The high school auditorium has 487 seats. If the intermediate/middle school is located on the same campus, the high school students may be able to use the intermediate/middle school auditorium for some of their performances. The high school band is so large that the only way they can play in the auditorium is to break the group up into two smaller bands or play in the gym. The acoustics in the gym don't do them justice. We don't want a full-sized auditorium because it is nice to have. We really use it and need it.

A school store near the auditorium (or in the main corridor for the public) is greatly needed as all schools sell spirit wear items. Our middle school students do the sales in their current school store. This is another opportunity for our students to practice life skills at a young age and they really enjoy it.

World Languages

Currently we offer three languages at Mattacheese: Spanish, German, and French. Therefore, we need three teaching spaces for grades 6-7. We are developing a plan to offer Spanish to all students in grades K-5. We have Spanish in one PreK-3 school where we are exploring a push-in model. As mentioned previously we would trade one art class for a Spanish class at grades 4-5 to provide a foreign language opportunity K-12. In this model only one teaching space with adequate storage would be needed along with a fully-equipped "classroom on wheels" that would include audio/visual equipment and a variety of portable instructional resources to take this learning opportunity into the classrooms when appropriate. Children learn language best if they have these experiences every day in shorter blocks of time.

Technology

We are a 1:1 iPad district. Currently all students in grades 4-12 have their own iPads. In grades 4-5, iPads are left in school and stored on carts. Students in grades 6-12 are allowed to take them home.

We have just received the results of the 2017 spring state testing and all students at Mattacheese took the tests on their iPads. We were able to test the whole grade level at once. At Wixon, we also tested the grade 4 students using their iPads. They tested in clusters of 4-5 classrooms at a time. Next year we will test all grade 5 students using iPads. Our plan is to test all of grade 4 at one time and all of grade 5 at one time. We have also tested grade 3 students using iPads in two schools. In FY18 all students in grades 3-7 will take the state tests using their iPads. By 2019 all students in our district will complete the state testing using iPads.

Every classroom in the district has a Smartboard and all our buildings have a wireless infrastructure. In all classrooms teachers have a desktop computer. In order to provide a blended learning environment, it is necessary to have a small bank of at least five computers in each classroom. Mattacheese has two full computer labs and Wixon has one full computer lab. It is necessary to continue to have one lab for grades 4-5 and at least one for grades 6-7 so that it is possible for whole classes to work on computers simultaneously. These computer labs need to be located within or adjacent to the library. Currently, the Wixon lab is located in the library and the Mattacheese labs are not located in or adjacent to the library. In order to promote efficiency and cost effectiveness, printers and copiers should be shared by a group of 4-5 classrooms.

In our visioning sessions educators indicated the need for technology to work throughout the building. We often talk about the students' iPads as the pencil of today and so much more. The technology should support the walls in classrooms as teaching spaces. We provide significant support for the use of technology in our district. We have a Technology Director, an Instructional Technology Assistant Director, and four technicians. These technology specialists are currently located at the Mattacheese Middle School and will need a large work space including room for repair and secure storage, in the new building.

Library Media Center

In both schools, librarians are certified library media specialists. Every librarian teaches the technology curriculum based on the state standards. In grades 4-5 whole classes of students come to the library for 45 minute classes. In grades 6-7 the library is used more as a resource and the librarian and technology coach support teachers in the library, in the computer lab, and in the classroom. Our librarians in grades 4-7 teach topics such as coding and research skills during the library period. Currently, at Mattacheese we have a green screen and do some studio production in connection with the library. At both Mattacheese and Wixon there is a Technology Coach who can teach direct lessons to students, provide professional development to teachers, and support the use of technology in the classroom.

Ideally, we would like our library to be connected to the computer labs. The library needs to be large enough to accommodate at least two classes at once. We envision the two librarians working together to serve grades 4-7. We would like the library to offer a variety of flexible spaces including a makerspace/robotics lab and a video production area.

We are doing more and more project-based learning that requires our students to have space to work, to store projects as they are working on them, and space to display their completed work. We propose these project-based learning spaces be incorporated into this project.

21ST Century Skills Classes

There are classroom spaces needed for the middle school 21st Century Skills/Career Exploration classes taught by the school counselors. This curriculum teaches students the essential skills to be successful in all classes and enhances personal/social, academic/careers awareness skills. Flexible classroom spaces are needed for collaborative learning experiences.

TEACHING METHODOLOGY AND STRUCTURE

Mathematics

The goals of the mathematics curriculum in Dennis-Yarmouth are to:

- ◆ provide rigorous higher level mathematics to all students;
- ◆ align with the Next Generation Massachusetts Comprehensive Assessment System which includes all the principles and goals outlined in the state adopted frameworks;
- ◆ provide a coherent, connected and comprehensive curriculum Pre K-12;
- ◆ prepare all students for higher level mathematics courses for grades 11 and 12; and
- ◆ reflect the most informed and current approaches to mathematics instruction.

Our goals are anchored in the principles stated in “Principles to Action: Ensuring Mathematical Success for All (2014)”. One principle that is in the forefront for Dennis-Yarmouth is the following:

Access and Equity- An excellent mathematics program requires that all students have access to high quality mathematics curriculum, effective teaching and learning, high expectations and the support and resources needed to maximize learning potential.

Currently, the teaching of mathematics in Dennis-Yarmouth incorporates rigorous mathematics resources that are implemented in an inclusive setting. The teacher is no longer the authoritarian figure standing in front of the classroom. A variety of instructional groupings are employed: whole group, small group, independent work. Students are encouraged to work collaboratively with each other and share their work with each other. Students are expected to engage in meaningful respectful conversation with each other, as well as with the teacher, about math concepts and procedures. These conversations deepen their own understandings as they clarify their own thinking and learning. Students should be able to justify their conclusions, communicate them to others, and respond to the argument of others.

A strategy-based approach to learning is used to encourage higher order thinking from all students. Math concepts and skills are taught through problem based activities. Lessons are based on approximately 60 minute blocks. A variety of manipulatives, tools, and representations are used throughout the students' years of education.

The implementation of technology has transformed and continues to transform the mathematics classroom and learning. There are interactive learning tools, videos, internet searches, digital curriculum, and programs/apps that encourage students to interact, collaborate, and communicate with their peers.

There are computer-based math learning programs ready to support the learning of all types of math learners. However, these programs will never replace a highly effective teacher in the classroom. In grades 6 & 7, students in need of math support outside of the math classroom are provided with an additional class instructed by a mathematics teacher. The goals of the class are to fill in gaps from prior years and support the students in mastering the current year's standards. Appropriate technology tools are necessary to support the individualized learning of each student.

Proposed changes to strengthen and deepen our students' learning of mathematics include the following:

- ◆ In order to effectively implement a variety of instructional groupings, furniture should easily move to reconfigure different groups.
- ◆ In order for students to effectively use a variety of manipulatives and hands-on activities, ample space should be provided so that students can spread out.
- ◆ In order to safely store and secure a variety of manipulatives and representations for the teaching and learning of mathematics, safe, ample and secure storage space is critical.

- ♦ In order to expand and strengthen our digital learning component of our curriculum, classrooms should be equipped with computers for student use that would allow for blended learning and additional tools for problem solving (i.e., visualization, simulation, modeling, charting, etc.)

Science

The field of science is continuously changing. To prepare our students for success in college, career, and civic life, all students must understand the world around them. They must understand how parts of a whole interact with each other and their effects on the outcomes of a complex system. Students learn to make judgements based on analyzing and evaluating evidence and interpreting and drawing conclusions based on this analysis. Students learn to identify and ask questions that clarify different points of view. In our revised 2016 science standards, the addition of inquiry and design skills will support our students in these learning endeavors.

Currently, science lessons in grades 4 & 5 are based on an average of 35 minutes per day and 47 minutes per day for grades 6 & 7. In grades 4 & 5 teachers implement science lessons within their classroom and, in addition, utilize a science lab for lessons involving hands-on inquiry-based lessons. Currently in grades 6 & 7, science classrooms combine the lab component within the classroom.

Proposed changes to strengthen and deepen our students' learning of mathematics include the following:

- ♦ The science classroom should afford students the capability of exploring and experimenting with a wide variety of materials both real and virtual. Teachers implement hands-on, inquiry-based science and engineering curriculum that requires flexible space within the classroom. Classrooms should have the space to accommodate whole group discussions as well as working in pairs, groups, and independently. Students should have the opportunity to reflect on their ideas, collect evidence, make inferences and predictions and discuss their findings. These are all crucial to growth in understanding. (2016 Massachusetts Science and Technology/Engineering Framework)
- ♦ In addition to classroom space, well provisioned labs are required for hands-on, inquiry-based activities that require a safe space and storage for science materials and supplies. These labs allow students to design investigations, engage in scientific reasoning, manipulate equipment, record data, analyze results, and discuss their findings. The space should be flexible and avoid built-ins.

- ♦ Technology should be everywhere in the science classroom and labs. The consistent use of technology allows students to research, practice, and present information. Technology supports the collection of data, visualization of abstract phenomena, and simulations of experiments. Our current global education work (GSTEM Global Science, Technology, Engineering & Mathematics) at the high school includes frequent real time visual communication and collaborative work with students in other countries, and we intend to implement this program at the middle school level as well.

English Language Arts

The English Language Arts curriculum is based on the current MA Curriculum Frameworks for ELA and Literacy. Priority standards have been identified based on endurance, leverage, and readiness to ensure that all students have ample opportunity and exposure to maximize proficiency in reading, writing, speaking, and listening. The curriculum places a heavy emphasis on 21st century learning goals, including analytic reasoning, reading to find evidence, and exploring multiple perspectives on complex problems in order to deepen one's own understanding. Units of study are designed utilizing the Understanding by Design framework of standards-based instruction and are centered on high quality literature and informational text. Current research points to the value of discussion and debate in increasing reading comprehension, especially for struggling readers, by incorporating academic vocabulary to engaging texts and providing ample opportunities for discussion and debate.

In our K-5 classrooms, teachers utilize the Literacy Collaborative framework of literacy instruction which includes the use of Interactive Read Aloud, Guided Reading flexible grouping, Reading and Writing Workshop, and Independent Reading. The district uses the Word Generation curriculum resource in grades 4-8 to supplement instruction for all students. This interdisciplinary approach for teaching academic vocabulary to students includes student-led discussion and debate. Students deepen not only their vocabulary but their reading comprehension through consideration and discussion of varied perspectives on pertinent, timely real-world issues. In all classes, varied modes of instruction are employed to allow multiple access points to the curriculum- whole class, small group, individual, partner work, etc. Local and state assessment data is utilized to identify those students in need of further interventions for reading comprehension, fluency, and phonics. Supplemental classes are created based on that need so students can acquire the necessary skills to be successful in their core academics.

Proposed Changes to strengthen and deepen our students' literacy skills include the following:

- ◆ Large, open space which allows for flexible grouping within the classroom;
- ◆ Flexible space for small-group instruction adjacent to the classroom;
- ◆ Adequate storage for a classroom library and individual student bins;
- ◆ Sufficient available wall space to display anchor charts, student exemplars, and student thinking;
- ◆ Access to technology to allow students to research, practice, and present information.

Social Studies

The Social Studies curriculum is based on the 2003 MA Curriculum Frameworks for History and Social Science. When the frameworks were adopted, the district decided to blend the Grade 6 World Geography standards with the Grade 7 Ancient and Classical Civilizations of the Mediterranean standards by creating a concept-based model of instruction which includes the following: People, Places, and Environments; Culture and Identity; Power and Participation; Time, Continuity, and Change; Science, Technology, and Society; and Production and Distribution. Curriculum Team Leaders used the Understanding by Design framework of unit development to plan units of study. Each unit has one performance task designed to incorporate the priority standards and identified core concepts to allow students to synthesize their learning. Teachers utilize the variety of resources- textbooks, maps and atlases, primary documents, videos and apps, and other informational texts to supplement instruction. Grades 4 and 5 have a similar focus by studying the geography and early history of North America. Because history is primarily a study of the past in order to inform the present and prepare for the future, teachers strive to make connections to the current real world students are living in. Social Studies provides a perfect opportunity for hands-on, project based learning as students learn about the world around them.

Proposed Changes to strengthen and deepen our students' knowledge and skills include the following:

- ◆ Sufficient space is needed to maintain “works in progress” so that student projects can be stored safely over an extended period of time. This would minimize the time spent on setting up and breaking down projects during each working period, thus making the most of available instructional minutes;
- ◆ Collaboration, discussion, and inquiry based learning is the cornerstone of high quality instruction so there needs to be space provided for students to work together with limited interruption or disruption by neighboring groups;
- ◆ Access to technology to allow students to research, practice, and present information.

OUTDOOR LEARNING AND RECREATION SPACES

Throughout our district there is a focus on healthy choices. This includes physical activities and healthy eating. It is important for both intermediate and middle school students to have opportunities to get outside during nice weather. Currently, students in grades 4-5 have a recess period connected with lunch. They have a recently installed playground, field areas, and a walking track. The middle school students have fresh air outdoor time when they finish lunch.

Our intermediate students need to have access to an age-appropriate playground. They would enjoy a place to play games like basketball and four-square. Our middle school students also enjoy getting outside in connection to their lunch period. They would enjoy some similar spaces for playing basketball, four-square, or kicking around a soccer ball.

This outdoor space should be easily accessible from the cafeteria. The visibility of the area is important so that it can be monitored easily by public safety when school is not in session.

We currently have playing fields for physical education and interscholastic sports at both schools. Students in grades 4-5 participate in an interscholastic cross country program. Our grade 6-7 students participate in interscholastic cross country, soccer, field hockey, baseball/softball, tennis, and track and field. Our indoor interscholastic sports are basketball and volleyball. Therefore, fields and gymnasium space is important.

The current fields consist of the following for the middle school:

For Fall Sports

- ◆ One Field Hockey Field
- ◆ One Boys' Soccer Field (used by Two teams JV and Varsity teams)
- ◆ One Girls' Soccer Field (used by Two teams JV and Varsity teams)
- ◆ One Competition Volleyball Net Set + 2 side by side courts used for Physical Education classes
- ◆ Outside basketball court

For Winter Sports

- ◆ Two Full size Basketball Courts

For Spring Sports

- ◆ One Track and Field
(Long Jump pit, High Jump Area, Shot Put area, Discus Area, 5 lane track - ¼ mile)

- ♦ One Baseball Field
- ♦ One Softball Field
- ♦ Four Tennis Courts (Currently off campus, less than .5 mile away)
We would request 6-8 tennis courts on new school campus

The chart below shows the number of middle school athletes over the last three years.

Fall	
2015	120
2016	135
2017	120
Winter	
2015	53
2016	52
2017	54
Spring	
2015	107
2016	104
2017	115

During our visioning sessions outdoor learning spaces were identified as a high priority for both educational and recreational purposes. At both schools we have, and would like to continue to have, raised beds for planting vegetables. Our cafeteria staff prepares vegetables from these gardens for students to taste. The cafeteria staff started an initiative last year called Harvest of the Month where one type of fruit or vegetable is featured and prepared in a variety of ways. It would enhance our program to have a green house on site along with the raised beds. We have several garden-to-table and farm-to-table initiatives throughout the district as part of our wellness plan.

A wireless outdoor learning center would enhance educational opportunities across all disciplines. This specialty space would enable and encourage cross-disciplinary project based learning.

Currently at Mattacheese, there is an afterschool club called Bee-U, in which students cultivate a live beehive which produces honey. Not only does this address a current ecological dilemma in a proactive manner, but it also provides a real-world connection to the Science standards. Therefore, a protected outdoor space would need to be provided.

Supporting Our Staff

EDUCATOR GROWTH AND SUPPORT

Professional Learning Communities

It is well documented in educational research that teacher collaboration is central to school improvement because it creates an environment for improving practice and developing action steps to meet the needs of diverse learners. Our district has had Professional Learning Communities (PLCs) since 2007. Each school has a number of team leaders who are organized by grade level and related arts for PreK-5 and by content areas for grades 6-12. All team leaders PreK-12 meet in the summer for one week of training and for five two-hour sessions during the school year. In addition, they meet as a building-based team once a month for two hours. This ensures the continuity and consistency of a guaranteed, viable curriculum throughout the district.

The team leaders are responsible for the work of their PLCs. At Mattacheese, there are six content PLCs that meet twice for 45 minutes within a six day rotation. Support teacher and related arts PLCs meet for 45 minutes once or twice within a six day rotation. At Wixon, there are four grade level, a related arts, and a reading teacher PLC that meet for 45 minutes once a week. We anticipate that this will remain the same unless we are able to get a longer school day. Ideally with a longer day, teachers will have more time for collaboration. This is valuable time for teachers to work together on common assessments, review student data and student work, and to plan adjustments to instruction. This is critical to the improvement of student learning.

Meeting Space

Currently, PLCs meet in someone's classroom. Professional meeting space does not exist in our schools. We do not have rooms designed to be conference rooms or spaces designed for professional development.

We would like to have some adult meeting spaces with comfortable, adult-sized furniture for these and other kinds of meetings. These spaces should be located near clusters of classrooms so meeting time can be maximized. Meeting spaces with restrooms near or within them would be ideal.

Teacher Preparation Time

In addition to PLC meetings, each teacher has 250 minutes of preparation time each week. This time is provided in increments of no less than 30 minutes each. The time for this block is typically created for teachers in grades 4-5 when students attend special subject classes. Teachers often remain in their classroom during this time or access the teacher workroom for copying, etc. A teacher workroom with mailboxes, copiers, paper cutters, die cut machines, etc. is essential. A teacher dining room and/or smaller cluster based meeting/dining areas would improve our current conditions.

Academic Instructional Coaches

As we ask educators to continuously improve their instructional practices, we believe it is important to support them in the process. Academic coaches meet with individual educators, PLCs, and grade levels. They model lessons and provide professional development sessions to educator and paraprofessional staff. Currently, we have one math coach, one science coach, two literacy coaches, and two technology coaches to support our teachers in grades 4-7. A common work area/meeting space will be needed for the coaches. It could be a larger room that is divided with a space for each of them. The district recognizes the importance of and value in job-embedded professional development to support teachers in their own learning. Ideally, the space would be large enough or have an adjoining space, to be used for professional learning opportunities for up to 30 people. Technology coaches would need an office near the library media center and technology labs.

Administration and the Public

THE ADMINISTRATIVE CENTER- SECURITY AND PUBLIC ACCESS

The safety and of our students and staff is the foundation of a successful school. Cameras, buzz in systems, visitor ID checking, and staff keyless entry cards are all part of our current school environments. Ideally, we would like the intermediate school and the middle school

to have separate entrances and administrative centers. We believe that this will contribute to safety and security as well as create a smaller school or school within a school feel. Essentially, this means two main entrances.

Safety and Security

There will need to be a different bus drop off and a parent drop off area for the intermediate school and for the middle school. The main entrances for visitors should have double doors where visitors can come in out of the weather but can have their ID checked before being buzzed in. We use a system called Raptor to check licenses and to print ID badges. This system can also be coded to assist us in ensuring only authorized people are allowed to take particular students out of the school.

Safety and security was one of the six guiding principles that came out of the visioning sessions. In addition to the types of security mentioned above, the groups talked about the more subtle security that can allow children to work in small groups away from the teacher but still be within view. With this age group we are gradually giving them more responsibility so it is helpful to have a structure that supports that change.

While we believe in the importance of safety and security, we want the school to feel welcoming to visitors. This will be a community school and we will continue to share with our partners, such as the town recreation departments, for after school use. It will be important to have a way to keep people within those community spaces when the building is not occupied.

Administrative Space

Each main office should have office space for the principal, assistant principal (1-Wixon, 2-Mattacheese), Dean of Students (1-Wixon), and three secretarial staff (1-receptionist, 1-principal's secretary, 1-data secretary). In each administrative center, office spaces are needed for each of the following: social worker, school psychologist, special education team chair. In addition, for Mattacheese we need an office for each of the school counselors (2). Currently, our administrative center at Mattacheese has two offices for the School Resource Officers. An officer from Yarmouth is present full-time and an officer from Dennis is present part-time. The health clinic should be nearby but not within the administrative center.

Each administrative center will need the following:

- ◆ A welcoming reception area for students and families to wait
- ◆ A conference room for meetings of up to 15 people
- ◆ A teacher workroom (teacher mail, copy area, etc.)

- ◆ Secure storage
- ◆ Two adult bathrooms

Public Access

We want the public to have access to the gyms, auditorium, cafeteria, and library after hours without access to other parts of the school. There is significant use of these spaces after school hours and on weekends by the school district and the community.

Transportation Policies

The Dennis-Yarmouth Regional School District offers free bus transportation to all student in grade 4-8 who live more than 1.5 miles from the school. Big bus transportation is currently contracted out to First Student. Exceptions to these guidelines can be made by the Superintendent, especially if a student must walk through a hazardous area.

Some special education students require specialized transportation. There is no distance limit for this transportation. This bus transportation is provided to students on small, district-owned buses by district drivers.

Some families choose to drive their child to and from school. In our current schools, we have a separate drop off location for parents.

Natural Light and Energy Efficiency

We have made significant progress in utilizing solar power to reduce our carbon footprint and costs. We would like to continue any energy efficiencies and improve even further.

Sometimes in the winter there are many dark days on Cape Cod. It would be useful to have as much natural light as possible as long as there are adequate window treatments to keep the light out when needed or that rooms are designed in a way that the sun wouldn't interfere with tools such as Smartboards.

SUMMARY

ADVANTAGES OF THIS CONFIGURATION

- ♦ Students will experience fewer school transitions during an age of tremendous physical and social-emotional change.
- ♦ Proximity will support our efforts to increase collaboration between classroom teachers and support staff as students move from grade 5 to grade 6.
- ♦ The close proximity of grades 4-5 and 6-7 will increase our ability to successfully bring educators together to align the curriculum vertically from 4-7 and share teaching strategies.
- ♦ The 4-7 grade configuration allows for peer mentoring opportunities.
- ♦ Related arts and support staff have greater opportunity to work together.
- ♦ Being a member of the school community for four years allows families and staff to build relationships and truly partner in the best interest of the students

Wixon Innovation School

Typical Day in the Life of a Student	
Activity or Subject	Program Details and Educational Benefits
8:15-8:25 School Commences/Homeroom Period	Students unpack, organize, and prepare for the school day.
8:25-9:10 Related Arts physical education, library/media, health, art, music	Related arts classes are an important part of a well-rounded education and promote a healthy lifestyle. Critical aspects in the development of the whole child.
9:10-10:40 Literacy	Students engage in reading, writing, speaking, and listening instruction as delineated by the state frameworks. Prepares students for the next level of education, and to meet the district's college, career and civics goals.
10:40-11:55 Math	Students engage in mathematics instruction as delineated by the state frameworks. Prepares students for the next level of education and to meet the district's college, career and civics goals.
11:55-12:40 Recess and Lunch	Students have the opportunity to get fresh air and exercise.
12:40-1:40 Social Studies/Science	Students engage in social studies/science instruction as delineated by the state frameworks. Prepares students for the next level of education and to meet the district's college, career and civics goals.
1:45-2:30 Enrichment Class	Classes are offered for remediation and acceleration in core academic skills. In addition, many enrichment classes offer students the opportunity to engage in learning that is traditionally not offered in a typical school setting.
2:30-2:45 Home Room Period 2:45 - Dismissal	Students organize, pack and prepare for dismissal.
2:45-5:00 Interscholastic Athletics - Cross Country Team	Students engage in this program to develop team building skills, healthy lifestyle choices, as well the ability to persevere.

Mattacheese Middle School

Typical Day in the Life of a Student	
Activity or Subject	Program Details and Educational Benefit
8:37- 9:24 Advisory	Small group of 10 to 14 students. Our goal is building relationships with the students. Necessary record keeping occurs. PBIS behaviors are reinforced. Advisories prepare together for outside speakers.
9:26 – 10:13 First Period Math	Students engage in mathematics instruction as delineated by the state frameworks. Prepares students for the next level of education and to meet the district's college, career and civics goals.
10:15 – 11:02 Second Period ELA	Students engage in reading, writing, listening and speaking instruction as delineated by the state frameworks. Prepares students for the next level of education, and to meet the district's college, career and civics goals.
10:15 – 11:02 Third Period Science	Students engage in science instruction as delineated by the state frameworks. Prepares students for the next level of education and to meet the district's college, career and civics goals.
4th Period 6 th Grade Lunch 11:04 – 11:34 6 th Grade Class 11:34 – 12:21 Foreign Language OR Math-X as Indicated	French, German and Spanish are offered. Each language follows the 5 Cs of foreign language education to provide global education and learning.
4th Period 7 th Grade Class 11:04 – 11 – 51 Foreign Language OR Math-X as Indicated 7 th Grade Lunch 11:51 – 12:21	French, German and Spanish are offered. Each language follows the 5 Cs of foreign language education to provide global education and learning.
12:23 – 1:10 5th Period Social Studies OR Reading Instruction as Indicated	Students engage in social studies instruction as delineated by the state frameworks. Prepares students for the next level of education and to meet the district's college, career and civics goals.
1:12 – 1:59 6th Period Related Arts Art, Health, Music, Physical Education	Related arts classes are an important part of a well-rounded education and promote a healthy lifestyle. It is a critical aspect in the development of the whole child.

Mattacheese Continued	
2:01 – 2:40 7th Period Band, Chorus or Orchestra OR Independent Learning OR Word Generation	Leads students to develop their music abilities. Word Generation emphasizes using academic language, developing an argument, reasoning analytically, reading to find evidence
2:50 – 3:50 Make-Up or Extra Help After School Activities Interscholastic and Intra-scholastic athletics are offered each season.	All teachers provide an opportunity to make-up work or additional support in academics at least one afternoon a week. Teachers volunteer to offer interest after school activities once a week.

EXHIBIT I
REIMBURSEMENT RATE
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL

PROJECT FUNDING AGREEMENT

MSBA Project Scope and Budget Reimbursement Rate Certification
Calendar Year 2018

Dennis-Yarmouth

Mattacheese Middle School - 201506450305

<u>MSBA Reimbursement Rate Calculation</u>	
Base Points	31.00
Income Factor	7.58
Property Wealth Factor	-
Poverty Factor*	15.58
<i>Subtotal: Reimbursement Rate Before Incentives</i>	54.16
<u>Incentive Points</u>	
Maintenance (0-2)	1.52
CM @ Risk (0-1)	-
Only projects invited to Capital Pipeline prior to 1/2/17	
Newly Formed Regional District (0-6)	-
Major Reconstruction or Reno/Reuse (0-5)	-
Overlay Zoning 40R & 40S (0-1)	-
Overlay Zoning 100 units or 50% of units for 1, 2 or 3 family structures (0-0.5)	-
Energy Efficiency - "Green Schools" (0 or 2) **	2.00
Total Incentive Points	3.52
MSBA Reimbursement Rate	57.68

*Poverty factor is calculated based on Chapter 110 of the Acts of 2017.

** The MSBA has provisionally included two (2) incentive points for energy efficiency, subject to the District meeting certain sustainability requirements for the project. If the District does not meet the requirements for energy efficiency, the District will not qualify for these incentive points, and the MSBA will adjust the reimbursement rate accordingly.

Certification

By signing this Project Scope and Budget Reimbursement Rate sheet, I hereby certify that I have read, understand, and accept the reimbursement rate and the incentive points set forth above, and I hereby acknowledge and agree on behalf of the Eligible Applicant that the above-stated reimbursement rate is the rate that will be used to calculate the maximum Total Facilities Grant for the proposed project, pursuant to Section 3 of the Project Scope and Budget Agreement.

Local Chief Executive Officer

School Committee Chair

Date

Date

Superintendent of Schools

Date

EXHIBIT J
ELECTRONIC PAYMENT FORM
DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT
MATTACHEESE MIDDLE SCHOOL

PROJECT FUNDING AGREEMENT

Banking Information Template [Please put on Town/City/District Letterhead]

_____ District hereby instructs the Massachusetts School Building Authority make grant payments via electronic ACH directly to the following account:

MSBA Project ID#*: _____

***All future project payments will be made to this account unless the MSBA receives specific instructions to distribute payments to a separate account for each project.**

District Contact Name: _____ Title: _____

Signature: _____

District Telephone No.: _____

Banking Information for ACH Transactions

Financial Institution Name: _____

Financial Institution Address: _____

City & State: _____

Account No.: _____

Transit Number (ABA#): _____
(Routing #)

Please return the completed form to Noelle Neumyer:

- via email at Noelle.Neumyer@MassSchoolBuildings.org , or fax at 617-720-5260

An acknowledgment of receipt of a new Banking Information Template will be sent to the Eligible Applicant, Treasurer or Business Manager, and District Contact listed on the form.



Dennis-Yarmouth Regional High School
210 Station Avenue
South Yarmouth, Massachusetts 02664-3026

MAIN OFFICE
(508) 398-7630
FAX: 398-7635

GUIDANCE & COUNSELING
(508) 398-7650
FAX: 398-7602

PAULA A. FUNK
Principal

MICHAEL J. BARRETT
JOSHUA S. CLARKIN
JENNIFER A. GOVONI
MARY B. O'CONNOR
Assistant Principals

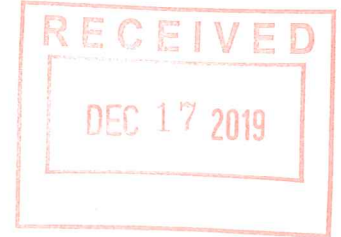
MEMORANDUM

TO: Carol Woodbury
Superintendent of Schools

FROM: Dr. Paul A. Funk *PA*
Principal

DATE: December 16, 2019

RE: Gifts



The following people/businesses have made a donation to our Athletic Department, in memory of Bob Stead:

<u>Donor</u>	<u>Gift</u>
Bill and Louisa Livesey	\$100.00

On behalf of our students and teachers, I ask that you accept this gift. Thank you.



Dennis-Yarmouth Regional School District

Administration Center

296 Station Avenue

South Yarmouth, Massachusetts 02664-1898

Telephone (508) 398-7600

Fax (508) 398-7622

December 24, 2019

Richard J. Sullivan
Post Office Box 893
South Yarmouth, Massachusetts 02664

Dear Mr. Sullivan:

Please accept my sincere gratitude and thanks for your donation of \$250.00 to be used for the deferment of school meal expenses for Dennis-Yarmouth Regional School District families.

Your very generous gift is greatly appreciated. Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Carol A. Woodbury".

Carol A. Woodbury
Superintendent

CAW/emw

Copy to: Rooney Powers, Food Service Director



Dennis-Yarmouth Regional School District

Administration Center

296 Station Avenue

South Yarmouth, Massachusetts 02664-1898

Telephone (508) 398-7600

Fax (508) 398-7622

December 24, 2019

Bickford Health Associates &
Cape Cod Primary Care
714 Route 6A
Yarmouth Port, Massachusetts 02675

Dear Sir or Madam:

Please accept my sincere gratitude and thanks for your donation of \$300.00 to be used for the deferment of school meal expenses for Dennis-Yarmouth Regional School District families.

Your very generous gift is greatly appreciated. Thank you!

Sincerely,

Carol A. Woodbury
Superintendent

CAW/emw

Copy to: Rooney Powers, Food Service Director



Dennis-Yarmouth Regional School District

Administration Center

296 Station Avenue

South Yarmouth, Massachusetts 02664-1898

Telephone (508) 398-7600

Fax (508) 398-7622

January 3, 2020

Brooke Sullivan
22 North 6th Street Apartment 25C
Brooklyn, New York 11249-3094

Dear Ms. Sullivan:

Please accept my sincere gratitude and thanks for your donation of \$2700.00 to be used for the deferment of school meal expenses for Nathaniel H. Wixon School families.

Your extremely generous gift is greatly appreciated. Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Carol A. Woodbury".

Carol A. Woodbury
Superintendent

CAW/emw

Copy to: Rooney Powers, Food Service Director

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT
Minutes of a School Committee Meeting
Monday, December 16, 2019

A Dennis-Yarmouth Regional School Committee meeting was held on Monday, December 16, 2019, at the Station Avenue Elementary School in South Yarmouth, Massachusetts.

Members Present: Jeni Landers, Chairperson; Brian Carey, Treasurer; James Dykeman, Jr.; Brian Sullivan; and Phillip Morris.

Members Absent: Joseph Tierney, Vice Chairperson; Andrea St. Germain, Secretary; Tainan Nunes, Student Representative.

Others Present: Carol Woodbury, Superintendent of Schools; Ken Jenks, Assistant Superintendent for Administrative and Business Services; Eileen Whalen, Recording Secretary to the School Committee; Carole Eichner, Director of Early Learning; Maria Lopes, Director of Pupil Services; Leila Maxwell, Director of STEM Instruction; Sherry Santini, Director of Humanities Instruction; Paul Funk, Principal, Dennis-Yarmouth Regional High School; Tim Blake, Principal, Nathaniel H. Wixon School; Patrick Riley, M.E. Small School; Kevin Depin, Ezra H. Baker Innovation School; Tracy Post, Yarmouth Board of Selectmen; Chris Flanagan, Dennis Board of Selectmen; Alice Parece and Ayanna Smith and their families; Geoffrey Jamiel and family; Larry Johnson; Robert Grazer; Michelle Dunn; Vida Morris.

At 6:37 p.m., Jeni Landers, Chairperson, called the meeting to order.

Recognition

Tim Blake, Principal, Nathaniel Wixon School, told of how Mr. Wayne Bergeron came to the Wixon School and gave an assembly about homelessness. Students were then invited to write an essay about the subject. He then introduced two Wixon students, Ayanna Smith and Alice Parece, who each read their essay for the committee. The committee thanked the students for a wonderful job and each received an Above and Beyond certificate from Mrs. Woodbury and the School Committee.

Bob Grazer and Larry Johnson from the Veterans of Foreign Wars, Voice of Democracy, were in attendance to present an award, check, and citation from Representative Whelan to Geoffrey Jamiel for his *What Makes America Great* essay. Geoffrey read his essay and received an Above and Beyond certificate from Mrs. Woodbury and the School Committee. Geoffrey will now move on to the district level of the Voice of Democracy competition.

Reports

DYRSD School Committee Student Representative – Tainan Nunes

The student representative was absent; no report.

School Committee Liaisons to the Boards of Selectmen – B. Carey, Dennis; J. Tierney, Yarmouth

Brian Carey, Dennis: No report.

Joe Tierney, Yarmouth: Mr. Tierney was absent; no report.

Assistant Superintendent Report – Ken Jenks

1. Town of Dennis Herbicide/Pesticide Management Policy on Town Owned Property

Mr. Jenks referenced the information in the packet. Sandy Cashen and Steve Faucher have been moving away from Round-Up type products. He felt that the district is ahead of this issue.

2. Dennis-Yarmouth Regional School District 2019 Statement of Interest Status

Mr. Jenks referenced the letter in the packet. The M.E. Small School will not be invited into the MSBA's eligibility period at this time. The district will reapply in 2020.

3. FY21 Budget Planning

Mr. Jenks referenced the Draft FY21 Budget Calendar that had been distributed to the Committee at the meeting. The Finance/Capital Planning Subcommittee met on December 9th. He also referenced the "On the Desktop" article which was distributed to the Committee which describes the Student Opportunity Act which Governor Baker recently signed into law. He made particular mention of the special education circuit breaker changes, pointing out that it is subject to appropriation.

Mrs. Woodbury brought to the Committee's attention that under the Student Opportunity Act each district must develop an evidence-based three-year plan with certain areas that the district would be required to address.

Mr. Jenks told the Committee that a soft freeze has been instituted. Several maintenance contracts are coming up for renewal. Cape Cod Municipal Health Group did not increase the rates last year; it is unknown if or what the increase may be this fiscal year.

4. FY21 Capital Planning

Mr. Jenks referenced two handouts; the FY 2021 Capital Budget Request Form and the Town of Dennis Capital Request FY2021. He said that the new school building will require about five million dollars in reductions. He also mentioned the need for a full-fledged capital plan for the district. Mr. Dykeman is concerned that we have already invested in a capital plan 3 or 4 times in the past and instead suggested perhaps talking to the towns to see if they would support it. Phil Morris was in agreement with Jim Dykeman. Brian Carey said a better job must be done to keep people informed. A tiered plan is necessary, a capital project list with a debt exclusion override. He pointed out that the Station Avenue Elementary is the newest district building and very little has been spent on its upkeep, for instance.

Superintendent Report – Carol Woodbury

Mrs. Woodbury began her report by referencing the December 4, 2019 DESE letter regarding the Amendment to the Regional Agreement that was included in the packet.

1. Strategic Plan 2019-2023: Mrs. Woodbury referenced the Dennis-Yarmouth Regional School District Plan Overview 2019-2023 and the Dennis-Yarmouth Regional School District Action Plan 2019-2023. She spoke about the strategic plan and meeting with Ruth Whitner. She talked of the pillars of success. The strategic initiative is to create and execute a 3 year facilities plan. Each expected outcome will have its own plan. She would like to bring the plan before the Committee in January for a vote. Progress will be monitored; it is very clear what we are working on.

The superintendent summarized a recent phone conversation with the MSBA. Because of the one year delay in starting the new building there will have to be approximately five million dollars cut from the original budget. The owner's project manager will be asked to make suggestions for cuts; the list of cuts will then be brought before the Building Committee for discussion. We have not received anything in writing as of this date from the MSBA. Mr. Morris, Mr. Carey, and Mr. Dykeman all expressed their frustration at the delay and that it will be the students who suffer.

1. Good News

EHBi

Mr. Depin is out of a job, and Morning Announcements just got a whole lot more exciting at EHBi! Second and third grade students have started to make a morning news show that is watched every morning, in every classroom, in the school! Students share the menu, pledge the flag, and provide interesting facts to start the day! Each broadcast ends with a student showcase to highlight student work. This week, we see grade three students sharing their weather reports. The daily news show is spearheaded by our library team, Ms. Barton and Ms. Cohen! Follow us on Twitter to catch the latest news!

Our Holiday concert is set up for this Thursday, December 19th, at 10:00 a.m. Each grade has prepared selections to share with family and friends. The concert will end with a school dance and sleigh ride! We can't wait!

MES

Last week at MES we had an All School Meeting with Deputy Chief Steven Xiarhos as our guest of honor. We surprised him with a slide show of the many events that he had been a part of at MES during the meeting and presented him with a banner that was signed by students and staff. Deputy Chief Xiarhos presented Mr. Riley and MES with a flag pin that he has worn on his uniform for many years. The pin will be proudly displayed in our school!

Chief Frank Fredrickson also reached out to us to send some Grade 3 students over to YPD for the open house for Deputy Chief's last day of work. We did our final "Flag Friday" at the Yarmouth Police Department with Deputy Chief Xiarhos, who was happily surprised that we came over to do the Pledge of Allegiance. It was an honor to be asked to be a part of his special day.

We also had STEM night last week that was very well attended by families.

NHW

The Wixon PTO put on our first Book Fair of the year. The PTO set up the Book Fair on a Sunday afternoon and offered families a chance to participate in a Concert wear swap. Families were able to donate concert clothes that are often not worn too much. We are happy that some families took advantage of the swap. Our first Holiday concert was Thursday night as the Grade 4 Band, Chorus, & Orchestra played to a packed house at Wixon. All students did great at their first concert at Wixon! This week will be a busy week. All are invited to Alice in Wonderland Wednesday night at 6:30; the Grade 5 Winter Concert Thursday night at 7:00; and there is still time to sign up for Winter Wonderland. Join the Wixon kids and Mr. Carey in some epic fun.

SAE

Mrs. Sweeney our Librarian and Technology teacher engaged all of her classes in the Hour of Code. Station Avenue Elementary is continuing the Angel Program under the direction of Social Worker Laurie Richardson which supports our SAE families.

MMS

Thank you to Ms. Colgan's students who received this thank you note from the Department of Veterans Affairs: "Please accept my sincere thanks on behalf of our Veteran patients for the many kind and thoughtful cards that you crafted and sent to us in November for Veterans Day. The patients were very happy to receive them and are very appreciative when someone remembers and goes out of their way for them. Your cards touched them and let them know that they are not forgotten. The morale of the patient is always raised when they receive words of thanks and good wishes from young people; it acknowledges their service and commitment to keep our Nation free."

Our 7th grade concerts (both during the day and the evening) were performed last Wednesday to a full and appreciative crowd. Tomorrow, Tuesday the 17th, our 6th grade concerts at 9:30 and 7:00.

Mattacheese will be hosting the M.E. Small concert this Wednesday in the Mattacheese Auditorium.

This afternoon the students who are part of the MMS Newscasts met with staff from the Cape Cod Media Center. We hope to form a relationship that benefits both groups. As always, Mattacheese Matters is published every Friday. Please visit the Mattacheese website to stay informed on all of the latest happenings. Dates and times are included in the publication. On Wednesday, December 11th, the Lion's Club announced the winners of the 2019 Peace Poster contest. The theme for this year's contest was Journey of Peace. The Dennis-Yarmouth district won first, second, and third place. Mattacheese won second place with sixth-grader Max Ross' entry. The first place and third place winners were from the Wixon School. Congratulations to all the students that participated. This Friday, December 20th, at 1:30 in the Mattacheese Auditorium there will be an All School Assembly, Road to Success Panel Talk. As always families are welcome.

DYRHS

Named to the Boston Herald All-Scholastics for fall:

Geoffrey Jamiel, Football

Mark Pawlina, Football

Lucy Swanson, Volleyball

Named to the Boston Globe All-Scholastics for fall:

Geoffrey Jamiel, Football

Lucy Swanson, Volleyball

The Winter Concert was outstanding; our students did an incredible job. The play *The Skin of Our Teeth* was extremely well done; our students did a fantastic job.

The annual gingerbread house contest will take place this week; this has always been a huge event with all proceeds going to support Habitat for Humanity. Last year we had 25 teams compete in the contest and we expect this year's contest to be the same. Mrs. Woodbury added that the Interact club was a big help with the Rotary Christmas party.

School Committee Business

A. Consent Agenda:

On a motion by Brian Carey, seconded by James Dykeman, and carried 5-0, it was

VOTED: To approve the following items as presented in the Consent Agenda:

Acceptance of Donations

Move to accept with gratitude various donations to the D-YRHS Athletic Department in memory of Bob Stead per Dr. Funk's memorandums dated November 26, December 3, December 5, and December 6, 2019.

Move to accept with gratitude a generous gift of \$100 to defray school lunch debt from an anonymous donor.

Move to accept with gratitude a donation of tiles to the second grade students at Station Avenue Elementary School from Mr. Mark Dolata of Mid-Cape Home Center.

Minutes

Move to accept the minutes of December 2, 2019.

Bills, Requisitions, and Payroll

Bills, requisitions, and payroll were signed by the School Committee.

Calendars

The next school committee meeting is scheduled for Monday, January 6, 2020, at Station Avenue Elementary School.

Items Distributed at the Meeting

- DESE Letter re Amendment to Regional Agreement December 4, 2019
- Dennis-Yarmouth Regional School District Plan Overview 2019-2023
- Dennis-Yarmouth Regional School District Action Plan 2019-2023
- On the Desktop – November 27, 2019 re Student Opportunity Act
- Draft FY21 Budget Calendar December 2019
- FY 2021 Capital Budget Request Form Town of Dennis
- Capital Request FY2021

Public Comment Period

Tracy Post, Yarmouth Board of Selectmen, said that an updated capital expense plan would be very helpful in order for the selectmen to be informed. Vida Morris asked about the SOI; the superintendent explained that the governing body is the School Committee.

Executive Session

At 7:55 p.m., on a motion by Brian Carey, seconded by James Dykeman and carried 5-0 by roll call vote, it was

VOTED: To enter into Executive Session, not to return to Public Session, to discuss the deployment of security personnel or devices, or strategies with respect thereto (School Safety).

Brian Carey	yes
James Dykeman	yes
Jeni Landers	yes
Phillip Morris	yes
Brian Sullivan	yes

Minutes recorded and prepared by,

Eileen M. Whalen, Assistant Secretary

January 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 New Year's Day Holiday	2 School Resumes	3	4
5	6 SC SAE 6:30	7	8	9 DYH Concert Band Concert 7:00	10	11
12	13	14 SAE Grade 3 Winter Concert 6:30	15	16	17 Teacher Professional Development Day	18
19	20 Martin Luther King Jr. Day	21	22	23	24	25
26	27 SC SAE 6:30	28	29	30	31	

February 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5	6	7	8
9	10 SC SAE 6:30	11	12	13	14	15
16	17 President's Day	18 Winter Vacation	19 Winter Vacation	20 Winter Vacation	21 Winter Vacation	22
23	24 SC SAE 6:30	25	26	27	28	29