

**SELECT BOARD MEETING AGENDA\***

*Donn B. Griffin Room, Town Hall  
732 Main Street, Harwich, MA  
Regular Meeting 6:00 P.M.  
Monday, October 30, 2023*

**Remote participation optional:**

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/222953341>

You can also dial in using your phone.

Access Code: 222-953-341

United States: [+1 \(571\) 317-3122](tel:+15713173122)

*\*As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **PUBLIC COMMENTS/ANNOUNCEMENTS**

- A. Veterans Memorial Flag dedication at Evergreen Cemetery
- B. Next Select Board Meeting will be Monday, November 6, 2023

IV. **NEW BUSINESS**

- A. Discussion on whether a Special Election will be called pursuant to MGL C.41 §10 to fill the unexpired term set to expire May 2024
- B. Discussion on Monomoy Regional School District Regional Agreement, Assessment and Formula Funding.

V. **CORRESPONDENCE**

VI. **ADJOURNMENT**

*\*Per the Attorney General's Office: The Select Board may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen's Office at 508-430-7513.*

**Authorized Posting Officer:**

\_\_\_\_\_  
Carol Campos, Executive Assistant

**Posted by:** \_\_\_\_\_  
Town Clerk

**Date:** \_\_\_\_\_  
October 27, 2023

**PUBLIC**  
**COMMENTS /**  
**ANNOUNCEMENTS**

**Town of Harwich  
Veterans Day Ceremony  
and  
Dedication of the New Veterans Memorial Circle**

**Evergreen Cemetery**

**East Harwich**

**Saturday, November 11<sup>th</sup> 2023**

**10:30 AM**

**Welcome - Harwich Cemetery Commission**

**Invocation - US Army WWII Veteran Joe McAleer**

**Master of Ceremonies - LTC Chip Carroll, USAF, Ret.**

**Raising of the US Flag and POW/MIA Flags**

**US Flag - Navy Command Master Chief Retired Sean Libby**

**POW/MIA Flag - 5<sup>th</sup> District Representative Steven Xiarhos**

**Raising of the Flags of the Six Branches of the US Military**

**Twelve Local Veterans of Each Branch**

**Proclamation - Harwich Select Board**

**Keynote Speaker - Art Devine, Vietnam War Veteran & US Army Green Beret**

**Remembrance and Sacrifice - Rep. Steven Xiarhos, 5<sup>th</sup> Barnstable District**

**Benediction - US Army WWII Veteran Joe McAleer**

**Musical accompaniment and performances by:**

**Harwich Town Band, Thomas Jahnke, Director**

**Monomoy High School A Capella Singers, Rosemarie Richard, Director**

**Bugle Soloist - Bagpipe Soloist**

**Special Assistant Flag Bearers from the Boy Scouts and Girl Scouts**

**And The Civil Air Patrol from Joint Base Cape Cod**

For information, please contact Robbin Kelley, Cemetery Administrator

P: 508-430-7549 | E: rkelley@harwich-ma.gov

# **NEW BUSINESS**



# Town of Harwich

## TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk  
Harwich Town Hall • 732 Main Street • Harwich, MA 02645  
Tel: 508-430-7516 • Fax: 508-430-7517

## m e m o

**TO:** Select Board

**FROM:** Emily Mitchell, Town Clerk

**DATE:** October 27, 2023

**RE:** **Option for Filling Mid-term Select Board Vacancy**

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Effective Wednesday, October 25, 2023, there is a vacancy on the Select Board. The now vacant term was set to expire in May 2024.

The process for filling a Select Board vacancy is governed by MGL c. 41, § 10 which allows, but does not require, the remaining members of the Select Board to call for a special election to fill the remainder of the vacant term. There is no mechanism to fill a vacancy on the Select Board other than by special election.

If the Select Board does not vote to call a special election, the vacant seat would appear on the ballot at the next regular town election, scheduled for May 21, 2024. Because the vacant seat term was already set to expire as of the 2024 Annual Town Election, the Annual Town Election ballot will include a Select Board seat for a full three-year term. No other Select Board terms are set to expire in 2024.

Based on various statutory requirements governing election-related deadlines, the legal **minimum** timeframe between the Select Board vote to call a special election and the special election date itself is **64 days**. If you were to vote at your October 30, 2023 Select Board meeting to call for a special election, the earliest legal date for that election would be **Tuesday, January 2, 2024**. There is no legal restriction that prevents you from scheduling the special election more than 64 days from your vote.

I have provided a few potential special election dates, along with their associated legal deadlines. Those dates include January 2, 9, and 16 of 2024. You will note that they all intersect with the Thanksgiving, Christmas, and New Years holidays, though the January 2, 2024 date is most impacted.

Further, by late January/early February 2024, the Town Clerk's Office will be fully engaged with processes and requirements associated with the March 5, 2024 Presidential Preference Primary Election, which includes mandatory vote by mail and in person early voting. I would respectfully request that should you pursue a special election, that you set the date no later than January 23, 2024; I would look to avoid having election materials, including ballots, for multiple different elections in play simultaneously.

I have provided a cost breakdown for holding a special election. I would consider this to be a conservative estimate, particularly with regards to staff time. Please note, this cost analysis includes only costs paid from the Town Clerk's department budget; it does not include costs borne by the Department of Public

Works related to the labor involved in election set up, transport of materials and equipment, and breakdown. Costs for a special election are not budgeted in the FY 2024 Town Clerk department budget.

<b>Per Election Cost Estimate (Local)</b>				
<b>Salary and Wages</b>				
		<b>Total Category Hours</b>	<b>Hourly Rate or Fixed Cost</b>	<b>Category Total</b>
Election Workers	Election Day	340	\$ 16.05	\$ 5,457.00
	Vote by Mail	50	\$ 16.05	\$ 802.50
Registrars	Election Day	60	\$ 16.98	\$ 1,018.80
	Vote by Mail	70	\$ 16.98	\$ 1,188.60
Town Clerk Staff Overtime - Executive Assistant	Election Day	7	\$ 45.09	\$ 315.63
	Election Preparation	10	\$ 45.09	\$ 450.90
Town Clerk Staff Overtime - Assistant Town Clerk	Election Day	12	\$ 56.37	\$ 676.44
	Election Preparation	20	\$ 56.37	\$ 1,127.40
			<b>Salary &amp; Wages Subtotal:</b>	<b>\$ 11,037.27</b>
<b>Expenditures</b>				
Police Detail - Election Day		36	\$ 80.00	\$ 2,880.00
Ballot Printing			\$ 2,000.00	\$ 2,000.00
Tabulator Memory Card Programming	ES&S (Automark)		\$ 700.00	\$ 700.00
	LHS (Precinct Tabulators)		\$ 600.00	\$ 600.00
Election Supplies (ballot pens, poll pad labels, tabulator tapes)			\$ 700.00	\$ 700.00
Catering			\$ 700.00	\$ 700.00
Postage (Vote by Mail)			\$ 500.00	\$ 500.00
			<b>Expenditures Subtotal:</b>	<b>\$ 8,080.00</b>
			<b>Election Total:</b>	<b>\$ 19,117.27</b>

### Summary

- The Select Board may, but is not required to, call a Special Town Election to fill the current vacancy,
- If a Special Election is called, the elected member would serve for the duration of the unexpired term: from the 2024 Special Election date through the May 2024 Annual Town Election date,
- The earliest legal date for a Special Town Election, if you vote on October 30, 2023, is January 2, 2024,
- If you do not call a special election, the Select Board seat will remain vacant until the May 21, 2024 Annual Town Election, at which time it will be filled with a full three-year term,
- The estimated total election cost is **\$19,117.27**.

Thank you for your consideration and I am available to answer your questions at any time.

**Potential Election Dates and Deadlines for a Special Election to Fill Select Board Vacancy - 2024**

<b>Election Event</b>	<b>Potential Election Dates/Associated Deadlines</b>			<b>Governance</b>	<b>Notes</b>
<b>Election Day</b>	<b>January 2, 2024</b>	<b>January 9, 2024</b>	<b>January 16, 2024</b>		<b>January 2, 2024 is the earliest legal date if Select Board votes to call a Special Town Election at its meeting on October 30, 2023 per MGL c. 41, § 10</b>
First Day to Obtain Nomination Papers	10/31/2023	11/6/2023	11/13/2023		
Last Day to Obtain Nomination Papers	11/10/2023	11/17/2023	11/24/2023*	MGL c. 53, § 9A	*Where the day after Thanksgiving is not a legal holiday, the Town Clerk's Office would be legally required to be open and staffed on November 24th, though the Town and relevant collective bargaining agreements recognize this as a holiday
Last Day to Submit Nomination Papers to Board of Registrars for Certification	11/14/2023	11/21/2023	11/28/2023	MGL c. 53, § 7	This is the nomination paper filing deadline that pertains to candidates.
<b>Deadline for Select Board to opt out of Vote by Mail if choose to do so; requires a public hearing and roll call vote**</b>	11/17/2024	11/24/2023	12/1/2023	MGL c. 54, § 25B	A vote to opt out of vote by mail would not impact voters who qualify to vote <i>absentee</i> (out of Town on Election Day, unable to vote at polling location due to religious belief, or have a disability that prevents you from voting at polling location)
Last Day for Board of Registrars to File certified nomination papers with Town Clerk	11/28/2023	12/5/2023	12/12/2023	MGL c. 53, § 10	This is an internal filing deadline between the Board of Registrars and Town Clerks Office; there is no impact for candidates
Last Day to object to nomination papers or withdraw	11/30/2023	12/7/2023	12/14/2023	MGL c. 53, § 11; MGL c. 55B, § 7	Withdrawals must be made in writing
Last Regular Select Board meeting before <i>publication</i> deadline to post Election Warrant (last day for SB to vote to close the warrant)	12/11/2023	12/18/2023	12/26/2023		Assuming weekly Monday SB schedule; CCC publication deadline = 12 PM on Monday prior to the Thursday edition; SB would need to vote by week prior to meet publication submission deadline.
Last Day to post Election warrant	12/21/2023	12/28/2023	1/4/2024	MGL c. 39, § 10	*MGL c. 39, § 10 only requires the warrant to be posted 7 days prior to the Election. However, because the Cape Cod Chronicle is the Town's posting location, we are bound by their submission and publication requirements. Date reflects latest CCC publication that complies with state law requirements
Last Day to Register to Vote	12/22/2023	12/29/2023	1/5/2024	MGL c. 51, §§ 26, 28; MGL c. 41, § 110A	
<b>Last Day to Apply to Vote Early or Absentee by Mail**</b>	12/26/2023	1/2/2024	1/9/2024	MGL c. 54, §§ 25B, 89	Deadline would remain for applications to vote absentee by mail even if Town opts out of early voting by mail
Last Day to Vote In Person Absentee	<b>12/29/2023</b>	1/8/2024	<b>1/12/2024</b>	MGL c. 54, § 89	MGL c. 54, § 89 says the deadline to vote absentee in person is 12 PM the day preceeding the Election or 5 PM on the Friday preceding the Election if the day preceding is a Sunday or Holiday. January 2 and 16 Election Dates are both immediately preceded by legal holidays (New Years Day, Martin Luther King Jr. Day)
Last Day to Vote Early or Absentee by Mail	1/2/2024	1/9/2024	1/16/2024	MGL c. 54, § 25B	Ballots must be received by close of polls on Election Day

**\*\*Under the VOTES Act state legislation that passed in 2022, any registered voter may vote early by mail by right for all presidential primaries, state primaries, and state elections. By default, this option is available for local elections. The Select Board may opt out of vote by mail for local elections by voting to do so at least 45 days prior to the Election.**

**BIOGRAPHICAL INFORMATION**

**CHARLES T. GRUSZKA, C.A.G.S.**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**CHARLES T. GRUSZKA** retired after 34 years of service as an educator in the Wachusett Regional School District in central Massachusetts. He was principal of grades K-5 Dawson Elementary School in Holden for ten years, serving jointly as principal of the Early Childhood Center for the Wachusett Regional School District during the last five years. Prior to that, he served as principal at Paxton Center School, servicing grades K-8, for fourteen years. He was a guidance counselor at Paxton Center School for the eight years preceding his becoming principal. He began his career as a teacher of students with behavioral and emotional special needs in grades 6-8 for the Wachusett Regional School District.

Mr. Gruszka received his B.A. in Psychology from the College of the Holy Cross and his M.A. and C.A.G.S. degrees in Psychology and Guidance from Assumption College. He is a recipient of the Massachusetts School Counselor's Association's *Annual Counseling Award*.

Mr. Gruszka has lectured widely on the development of parenting and human relations skills. For several years, he assisted the late Drs. John V. and Eunice C. Gilmore, authors of the book, *Give Your Child a Future*, and other professional publications, in conducting professional development training. The focus of this training for professionals from across the United States and Canada was on conducting a research-based parent education course aimed at raising the academic performance and social relations of children.

He is married and his wife is a retired high school teacher who specialized in teaching courses in child development and early childhood education. They are the parents of two married daughters and have four grandchildren.

Video recordings of his two, 2-hour presentations on "Developing and Preserving Self-Esteem in Children and Students" can be viewed at:  
[www.monomoy.edu/page/5118](http://www.monomoy.edu/page/5118)



**From:** Charles Gruszka <[charlesgruszka@harwich-ma.gov](mailto:charlesgruszka@harwich-ma.gov)>  
**Sent:** Tuesday, June 27, 2023 5:56 PM  
**To:** Mary Anderson <[manderson@harwich-ma.gov](mailto:manderson@harwich-ma.gov)>; Julie Kavanagh <[jkavanagh@harwich-ma.gov](mailto:jkavanagh@harwich-ma.gov)>;  
[jhandler@townofharwich.us](mailto:jhandler@townofharwich.us); Don Howell <[dhowell@harwich-ma.gov](mailto:dhowell@harwich-ma.gov)>; Michael D. MacAskill  
<[mmacaskill@harwich-ma.gov](mailto:mmacaskill@harwich-ma.gov)>; Joe Powers <[jpowers@harwich-ma.gov](mailto:jpowers@harwich-ma.gov)>  
**Cc:** [scarpenter@monomoy.edu](mailto:scarpenter@monomoy.edu); Marc Smith <[msmith@monomoy.edu](mailto:msmith@monomoy.edu)>; [mmacmillan@monomoy.edu](mailto:mmacmillan@monomoy.edu);  
[mmaguire@monomoy.edu](mailto:mmaguire@monomoy.edu); Joy Jordan <[jjordan@monomoy.edu](mailto:jjordan@monomoy.edu)>;  
[meredith.henderson@monomoy.edu](mailto:meredith.henderson@monomoy.edu); [betty.gray@monomoy.edu](mailto:betty.gray@monomoy.edu); [ryan.clarke@monomoy.edu](mailto:ryan.clarke@monomoy.edu);  
[scotti.finnegan@monomoy.edu](mailto:scotti.finnegan@monomoy.edu); Games, Tina <[tina.games@monomoy.edu](mailto:tina.games@monomoy.edu)>;  
[jackie.long@monomoy.edu](mailto:jackie.long@monomoy.edu); [jessica.rogers@monomoy.edu](mailto:jessica.rogers@monomoy.edu); [terry.russell@monomoy.edu](mailto:terry.russell@monomoy.edu)  
**Subject:** Funding formula in Regional Agreement

June 27, 2023

Dear Members of the Harwich Select Board and Town Administrator, Mr. Powers,

At the March 6, 2023 meeting of the Harwich Select Board, there was considerable discussion among the members of the Board and Town Administrator regarding the sentiments expressed in my letter to you of March 2, 2023. That discussion led me to believe that there was strong consensus that, following the spring Town Meetings, one of the top priorities of the Board would be to reach out to Chatham to request to start up discussions about the need for further consideration of a change in the funding formula in the Monomoy Regional School District Agreement. Such consideration would focus on whether a fair formula based on factors beyond purely student enrollment might allow for increased viability of the District being able to maintain funding at a level which continues to meet its identified needs and which would be both fair and affordable to Harwich.

Several weeks have transpired since the Town Meetings. I am wondering what action has taken place by the Board to follow up on this matter which was promised to be one of its top priorities?

For the second consecutive year, Harwich and Chatham voters have approved school assessments which have resulted in a school budget which maintains enviable class sizes, a full range of programs and services, and met all but one of the identified instructional, equipment,

and maintenance needs identified by the Administration. I doubt that there are many communities in the Commonwealth that can make a similar claim.

However, as I stated in my March 2 letter, "the new funding formula is not sufficient to end the inequities in funding the District that have unexpectedly developed between Harwich and Chatham." I continue to believe that the time is rapidly approaching when Harwich's ability to carry its proportion of the school assessment called for in the current formula will no longer be viable.

The FY24 school budget, which represents an extremely reasonable 3.69% increase over FY23, well below inflation, generated an assessment increase of 4.28% over FY23 for Harwich and 2.07% over FY23 for Chatham. Much of the Chatham increase stemmed from the need for one-time additional staffing and furnishings at Chatham Elementary School. The figures are more favorable for Harwich under the 2022 revision to the funding formula. However, when compared to FY11, Harwich's FY24 school assessment is still \$8,038,380 HIGHER, while Chatham's is \$397,689 LOWER than the last year pre-Regionalization. Cumulatively under Regionalization, Harwich's assessments have totaled \$49,119,703 HIGHER than FY11, while Chatham's have totaled \$17,163,327 LOWER than FY11.

Put another way - in effect, over 13 years Harwich has had to devote nearly \$50 million more to educate its students in its local public school system than it did in the final year pre-Regionalization, while, over the same period, Chatham has been able to apply over \$17 million in education cost savings to fund municipal need areas other than supporting its local school system or provide relief to its taxpayers!!

I was not a permanent resident of Harwich when the towns decided to Regionalize their schools. I fully agree that that splitting costs between the towns exclusively based on student population figures can be considered one fair formula. However, if the above data could have been projected at the time, I cannot imagine that anyone in either town would have thought that this was a fair agreement toward which he/she could cast an approving vote! I believe that the thinking of those who approved the Agreement was that, over time, both towns would be spending above their FY11 levels with the increases occurring proportionately for each town. As the data indicates, this has not happened, nor will it in the future under the current existing agreement. From my perspective, as an individual resident taxpayer, Harwich has shouldered the cost of providing a school budget which allows for a well-resourced educational

experience for the students of both towns. My projection is that this is an unsustainable situation.

At the most recent School Committee meeting, a report on MRSD OPEB was presented to that Board. When the District was formed, it had no retirees for which it had a responsibility for providing health care benefits. With the passage of time, the school budget has had to start picking up those costs. Those numbers are projected to keep increasing. Furthermore, due to the shortage of affordable housing, the District is beginning to have fill its teaching vacancies with established individuals with several years of teaching experience at the upper end of the salary schedule, and who are more likely to have Monomoy be the final stop of their teaching career. They will become Monomoy retirees after a few years of service in the District. The increased cost of their salaries plus adding the cost of their health insurance for many of them upon retirement to the school budget will offset any fiscal relief to be gained by declining enrollment, as well as diverting school budget dollars away from instruction to be diverted into covering benefit costs.

Maintaining school budgets which maintain existing class sizes, programs, services, building upkeep, and meets the evolving needs to match the challenges presented by educating students in the existing culture will soon be unsustainable under the existing funding formula.

From my perspective, Chatham must be asked to consider a fair formula which builds wealth/affordability and total population data into the formula in order for the District to maintain the current level of educational experience for its students.

In a Letter to the Editor published in the April 20, 2023 issue of *The Cape Cod Chronicle*, former Chatham Selectman, David R. Whitcomb, states the following data in relation to his town:

"Chatham's total residential value is currently \$9.4 billion which ranks us #23 of the 351 towns in Massachusetts. Along with Cambridge, Brookline, Wellesley, Newton, Nantucket, and 17 other towns we are in the top 6.5 perception the state. Our average single-family home is valued at \$1.3 million while our average tax bill is in the lowest one-third of the state; 233 communities in Massachusetts pay a higher single-family tax bill than Chatham. We are very fortunate."

I would like to see a data comparison with the above for Harwich. I would suggest that the Board request this information for its consideration in deliberating on this matter and for use in discussions with Chatham on this matter.

If outreach to begin discussions with Chatham regarding these matters have not yet begun, I would urge that they do so immediately! Rounds of substantive discussions should take place prior to the submission of the FY25 school budget draft by the School Administration to the School Committee, usually in December. More rational discussion, leading to a better long-term outcome will occur if these conversations do not take place when the District is in the middle of a financial crisis, when emotionality is heightened and the best conditions for decision-making become compromised.

Thank you for your consideration of this input regarding a matter which you targeted as a top priority to begin immediately following the latest Town Meetings.

Sincerely,

Charles T. Gruszka

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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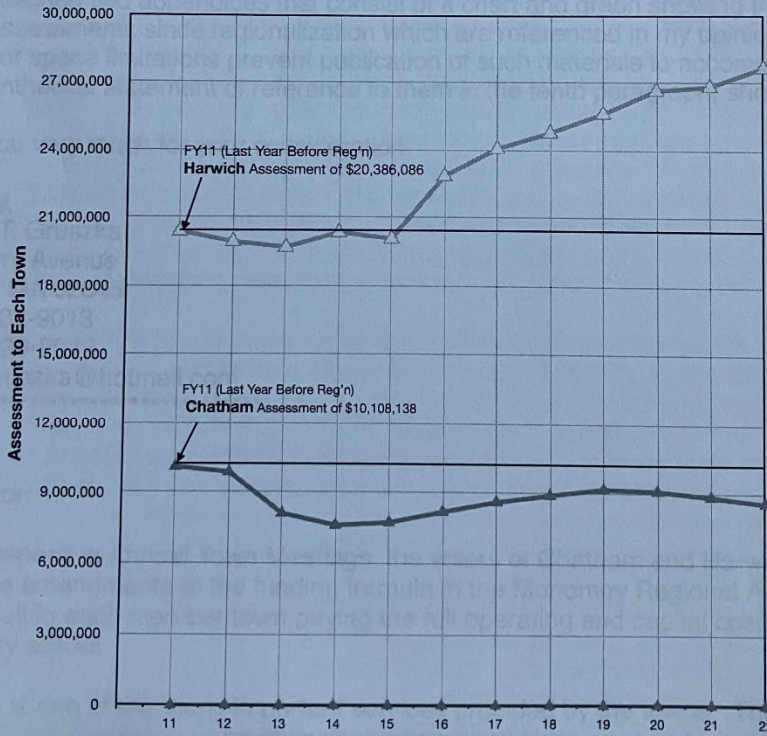
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**Appendix 1: Monomoy Regional School District Assessment History  
FY12 to FY22**

FY	Chatham School Assessment	Change for Chatham (from FY11 level)	Harwich School Assessment	Change for Harwich (from FY11 level)
11	\$10,108,138	Last year of separate operation	\$20,386,086	Last year of separate operation
12	\$9,886,548	-\$221,590	\$19,922,717	-\$463,369
13	\$8,119,684	-\$1,988,454	\$19,679,682	-\$706,404
14	\$7,615,764	-\$2,492,374	\$20,337,662	-\$48,424
15	\$7,739,657	-\$2,368,481	\$20,070,183	-\$315,903
16	\$8,207,932	-\$1,900,206	\$22,843,944	\$2,457,858
17	\$8,632,592	-\$1,475,546	\$24,058,302	\$3,672,216
18	\$8,941,137	-\$1,167,001	\$24,759,749	\$4,373,663
19	\$9,210,686	-\$897,452	\$25,609,390	\$5,223,304
20	\$9,138,886	-\$969,252	\$26,643,415	\$6,257,329
21	\$8,899,195	-\$1,208,943	\$26,820,046	\$6,433,960
22	\$8,626,350	-\$1,481,788	\$27,667,807	\$7,281,721
<b>Total of Assessment Differences From FY11 =</b>		<b>-\$16,171,087</b>	<b>Total of Assessment Differences From FY11 =</b>	<b>+\$34,165,951</b>

Source: Monomoy Regional School District

**Appendix 2: Monomoy Regional School District Assessment History Graph  
FY12 to FY22**



	<u>Chatham</u>	<u>Change</u>	<u>Harwich</u>	<u>Change</u>
FY 23	9,513,587	-594,551	27,301,458	6,915,372
FY 24	9,710,449	-397,689	28,469,466	8,038,380
Cumulative Total Change from FY11 level	-1,481,788	-16,171,087	7,281,721	49,119,703

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

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

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

A. Name and Composition. During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below. The Regional District School Committee, hereinafter sometimes referred to as the "Committee", shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

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

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

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

D. Length of Terms. With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of

Terms), the term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.

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

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

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

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

## **Section II. POWERS OF THE COMMITTEE**

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

## **Section III. QUORUMS, VOTES AND GOVERNANCE**

A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.

B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall



be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute and/or regulation.

- C. The Regional District School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.
- D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional District School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years. By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Regional District School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.
- E. The Regional District School Committee shall elect a Secretary who may or may not be a member of the Regional District School Committee's membership.
- F. The Regional District School Committee shall appoint a Treasurer who shall not be a member of the Regional District School Committee.
- G. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional District School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

#### **Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS**

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

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

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

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

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

#### **Section V. LOCATION AND OWNERSHIP OF SCHOOLS**

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

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

C. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.

D. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the District School Committee. The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District’s expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.

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

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

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

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

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

#### **Section VI. TRANSPORTATION**

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

#### **Section VII. BUDGET**

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.

B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Selectman and Finance Committee of each

member town to have input into its preparation. On or about January 15<sup>th</sup>, the Regional District School Committee shall complete its proposed budget for the ensuing year. The Regional District School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, two of which shall be from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote with at least one member from each member town voting in the affirmative. Said proposed budget is subject to the approval by majority vote of the Regional District School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen and Finance Committee members of each member town.

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.
3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify to the Treasurer of each member town that town's assessed share of such budget.
4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended.
6. The budget will be prepared net of School Choice revenue. School Choice revenue will be allocated to reduce each school's portion of the budget. The amount of school

choice revenue to be allocated to each school's portion of the budget will be calculated as follows:

- a. Using enrollment data reported to DESE on October 1st, the school's percentage share of the total number of students attending the district will be calculated for each of the previous three years.
- b. The average of these three percentages will be calculated.
- c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

### **Section VIII. BUDGETARY DEFINITIONS**

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

#### **A. Budget**

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

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

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

## **Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT**

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

1. Each member town will be assigned the minimum required local contribution to the District as determined by DESE.
2. Each member town's share of that portion of the District's operating costs that exceeds the total required local contribution for all member towns is allocated via the following series of calculations:
  - a. The District budget will be separated into three parts based on the following cost centers: the Chatham Elementary School cost center, the Harwich Elementary School cost center, and a combination of the Middle School, the High School, and the District cost centers. This final part of the budget will be known collectively as the "Regional" Cost Center. Each part of the budget will be considered net of general fund revenue and state aid apportioned by the district per Section IX, A. 3. Apportionment of Funds/Revenue.
  - b. The District's Foundation Enrollment as published by DESE will be segmented by member town and grade group (PreK-4 and 5-12).
  - c. An above minimum required local contribution for each cost center will be calculated by subtracting the cost center's portion of the minimum required local contribution from the cost center's part of the budget as presented in (a.) above. Each cost center's portion of the minimum local required contribution will be calculated as follows:
    - i. Each elementary school cost center's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the percentage of that member town's foundation enrollment that is in grades prek to four.
    - ii. The Regional cost center's portion of the member town's minimum required local contribution will be determined as follows:
      - Each member town's minimum required local contribution will be multiplied by the percentage of that town's total foundation enrollment that is in grades five through twelve (including special education beyond grade twelve).
      - The sum of these figures for each member town will be the regional cost center's portion of the minimum local contribution.

- d. The above minimum required local contribution for each cost center will be apportioned as follows:
- i. Each member town will be apportioned 100% of its local elementary school cost center's part of the District budget above minimum required local contribution.
  
  - ii. Each member town will be apportioned a share of the Regional costs center's part of the budget above minimum local contribution as follows:
    - Using foundation enrollment data, the percentage of the total number of students in grades five through twelve (including special education beyond grade twelve) that reside in that member town will be calculated for each of the previous three years.
    - The average of these three percentages will be calculated. The three year average for each member town will be multiplied by the Regional costs center's part of the budget above minimum local contribution to determine that member town's share.
- e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

### 3. Apportionment of Funds/Revenue

- a. General fund revenues and state aid (excluding Regional Transportation Aid) will be applied to each cost center's part of the budget as follows:
- i. The portion of the revenue to be applied to each elementary school cost center's share of the budget will be calculated as follows:
    - Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades Prek to Grade four in each member town will be calculated for each of the previous three years.
    - The average percentage for these three years will be calculated for each member town.
    - That average percentage for each member town will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to that member town's elementary school cost center's share of the budget.
  
  - ii. The portion of the revenue to be applied to the regional costs center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades five through twelve (including special education beyond grade twelve) will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated.
- That average percentage will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to the regional costs center's share of the budget

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

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

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the three-year rolling average of each member town's total foundation enrollment as follows:
  - Using foundation enrollment data, each member town's percentage share of the total foundation enrollment for the district will be calculated for the previous three years.
  - The average percentage for these three years will be calculated.
  - That average percentage for each member town will be multiplied by the total capital costs attributable to the middle and high schools to determine the amount to be assessed to each member town.
2. Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each member town who attend the District's schools based on



the average of the most recent three years' enrollment figures as reported, **currently on October 1**, to DESE.

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

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

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

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

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

#### **Section X. STABILIZATION FUND.**

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

#### **Section XI. ADMISSION OF ADDITIONAL TOWNS**

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

#### **Section XII. WITHDRAWAL OF MEMBER TOWNS**

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

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

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

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

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

### **Section XIII. ANNUAL REPORT**

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

#### **Section XIV. TEACHERS**

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

#### **Section XV. INCURRING OF DEBT**

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

#### **Section XVI. REVIEW OF AGREEMENT**

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

#### **Section XVII. AMENDMENTS**

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

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

### **Section XVIII. EFFECTIVE DATE AND JURISDICTION**

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

### **Section XIX. SEVERABILITY OF SECTIONS**

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

### **Section XX. TRANSITION PERIOD**

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

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

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

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

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

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district.
3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.
4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.
5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.
7. The power to appoint a regional School Building Committee.
8. The power to develop and adopt a strategic plan for the Regional School District.
9. The power to appoint subcommittees.

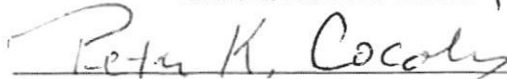
E. Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period. During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:

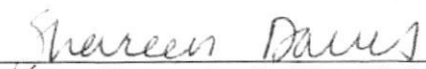
1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation.

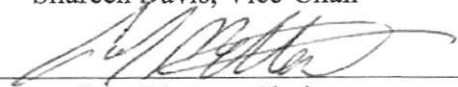
F. Termination of IRSC. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.

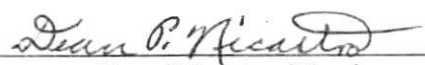
Dated this 25<sup>th</sup> day of May 2022.

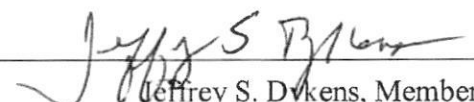
**Chatham Select Board**

  
Peter Cocolis, Chair


  
Shareen Davis, Vice-Chair


  
Cory Metters, Clerk

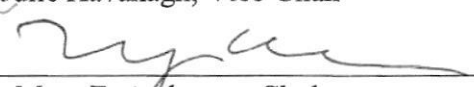
  
Dean Nicastro, Member

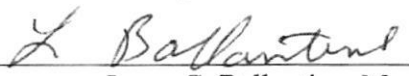
  
Jeffrey S. Dykens, Member

**Harwich Board of Selectmen**

  
Michael D. MacAskill, Chair

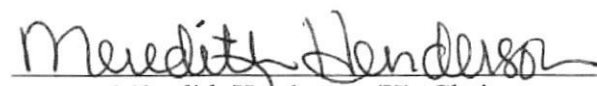
  
Julie Kavanagh, Vice-Chair

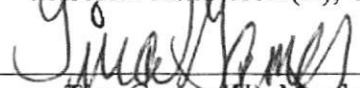
  
Mary E. Anderson, Clerk

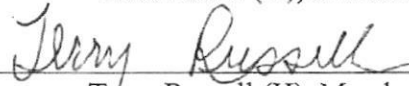
  
Larry G. Ballantine, Member

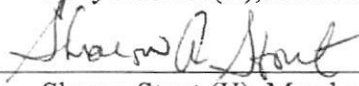
  
Donald F. Howell, Member

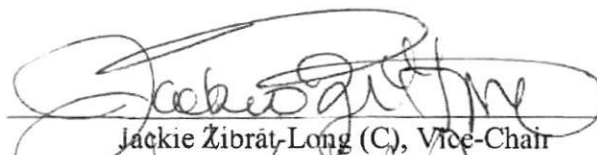
**Monomoy Regional School Committee**

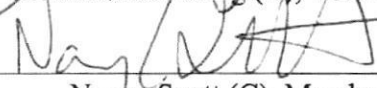
  
Meredith Henderson (H), Chair

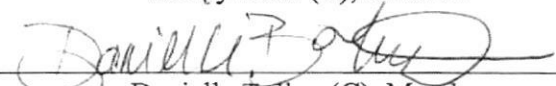
  
Tina Games (H), Member

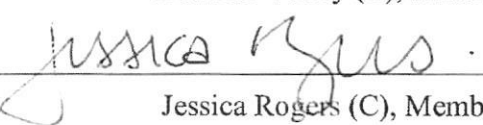
  
Terry Russell (H), Member

  
Sharon Stout (H), Member

  
Jackie Zibrat-Long (C), Vice-Chair

  
Nancy Scott (C), Member

  
Danielle Tolley (C), Member

  
Jessica Rogers (C), Member

# **CORRESPONDENCE**



## **Board of Health**

### **PURPOSE:**

The Board of Health is a regulatory board. The Board adheres to the Charter Chapter 7, Section 4, and the Bylaws 7-10.

The Harwich Department of Health and the Harwich Board of Health take their authority from the Massachusetts General Laws (MGL), M.G.L. c.111, sec. 26-32, and the code of Massachusetts Regulations (C.M.R.), C.M.R.105. M.G.L. c.111, sec 31 grants authority to the boards of health to adopt “reasonable health regulations.”

Massachusetts local boards of health are charged with a complex set of responsibilities including enforcement of the states sanitary, environmental, housing and health codes. Our primary goal is the protection and improvement of the public health for the people of Harwich.

### **COMMITTEE MEMBERS / COMPOSITION / OPERATION:**

The Board of Health is a statutory board comprised of five members appointed by the Select Board for a three-year term, which will run from July 1 to June 30. One member of the Board of Health should be a physician or a person with a background in healthcare. Annually the Board of Health shall reorganize and elect a Chair, Vice-Chair and a Clerk during the first meeting in July.

The Health Department and the Board of Health are two distinct but interconnected entities. The Health Department is a professionally staffed department with a Director, Senior Health Agent, Executive Assistant and inspectors. The Board sets the town-wide policies, and the Health Department handles the day-to-day operations and executes the various health laws and regulations.

### **SCOPE AND RESPONSIBILITIES:**

The Board of Health is responsible for assuring access to a comprehensive set of public health services defined by state law and regulations. The Responsibilities include, but are not limited to the following:

- Policies and Procedures-research, planning, evaluation and developing programs, policies and procedures
- Permitting and inspection of septic systems for compliance with Title 5
- Licensing of restaurants, inns, motels, pools, beaches, recreational camps, tanning and body art facilities
- Environmental compliance enforcement
- Food safety enforcement
- Housing code enforcement
- Building, zoning and Planning Board application review and comment

- Tobacco Control Regulations
- Horse stable licensing
- Nuisance enforcement
- Animal Control Regulations

**CONDUCT:**

The Board of Health shall post meeting notices, maintain and post meeting minutes as required under Open Meeting Law. The Board will work through the Select Board Liaison to address any concerns or issues that need to be brought to the attention of the Select Board.

**Adopted by the Board of Health**                      **Date** \_\_\_\_\_

**Adopted by Select Board**                              **Date** \_\_\_\_\_