

Monomoy Regional
School District
Agreement Proposed
Amendments

The following document,
Regional Agreement as
approved 8 11 21, is the Redline
draft of proposed changes to
Section VII and IX.

**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~~ **have created** a regional school district, **hereinafter referred to as "District"**, consistent with the terms of Chapter 71 of the Massachusetts General Laws, **(G.L.)**, 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 name of the transition period spoken of in Section XX- herein, the~~ District shall be ~~named by the Interim Monomoy Regional School Committee, utilizing a majority vote consistent with Section I, B below.~~ **District**. 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 **member** towns, each of the four (4) Committee members, ~~hereinafter sometimes referred to as "member towns,"~~ 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~~ **Unless otherwise required by law or regulation, 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 **member** 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 **member** town ~~that~~ **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 Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk— unless the member has otherwise vacated his or her seat.~~

~~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.~~

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

F. ~~G.~~ Organization. At the first scheduled meeting of the Committee after the annual election of all member towns, the Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the 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 and duties conferred ~~by law and imposed~~ upon regional school district committees ~~via G.L. Chapter 71, section 16 and otherwise by law,~~ including, but not limited to ~~the power,~~ those powers and duties as are specified in G.L. c. 71, Section 16-16I, inclusive, as any such laws may be amended from time to time to acquire property and/or time, subject 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 any local acceptance requirements, and the Harwich School Committee, by this Agreement.

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 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 or regulation.

C. The 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 by ballot from among the 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 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 Committee shall elect a Secretary who may or may not be a member of the Committee's membership.

F. The Committee shall appoint a Treasurer who shall not be a member of the Committee.

G. Any action voted by the Committee ~~that~~ which directly and specifically affects the elementary school(s) in only one member town will require that three of the four members of the Committee from the member 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 "~~pre-school~~pre-kindergarten" is mentioned in this Agreement, it is done in order to permit the Committee, at some future date, the discretion to provide "universal" pre-school classes/pre-kindergarten classes in addition to providing pre-kindergarten to qualifying students with disabilities.

F. The Committee may, in its discretion, alter the elementary/secondary grade ~~configuration~~configurations 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 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 Committee.

~~D.~~C. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the ~~District School Committee.~~The term shall commence on the date when the Committee completes the transition period spoken to in Section XX and comes into full existence. The term shall commence July 1, 2012. The leases shall contain provisions for an extension of up to 20 years at the option of the 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 member 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 Select Board/Board of Selectmen of that member town and by the Committee, who shall execute the lease for the member towns and the District, respectively.

~~E.~~D. The Town of Chatham shall lease to the 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~~Section V, D C shall apply equally to this paragraph.

~~F-E.~~ The Town of Harwich, shall lease to the 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 ~~term~~term expressed in ~~paragraph~~Section V, D C 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-F.~~ At whatever point in time ~~that~~the land and/or buildings that are leased by a member town to the 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 member town.

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

Section VI. TRANSPORTATION

The 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 (DESE) 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 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 Select Board/Board of Selectmen and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. ~~Said~~The District shall submit its proposed budget ~~shall be posted in to the Town Hall~~Select Board/Board 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. and provide a copy to each member town's public library and Town

eClerk's office for posting.

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. ~~c. chapter~~ 71, section 38N in a newspaper having general circulation in the region.
3. Upon request of the Finance Committee and/or the Select Board/Board of Selectmen of any member town, the Committee shall arrange to meet with such Finance Committee and/or Select Board/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- unless the Finance Committees and Select Board/-Board of Selectmen from each member town and the Committee subsequently agree to some other methodology. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Select Board/Board of Selectmen of a member town may request further information.
4. Consistent with G.L. ~~ce. Chapter~~ 71, section 16B the 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 and transmit to the Treasurer of each member town that ~~town~~member town's assessed share of such budget.
5. 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.
6. 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~~Chapter 71, section ~~16B~~18 B, as well as 603 CMR ~~section~~ 41.00, et seq., as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.
7. The budget will be prepared net of School Choice revenue. School choice revenue will be proportionally allocated to offset each school's budget based on school's average ratio of enrollment at that school for the preceding three years on October 1st, as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment.

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 Committee to finance the District schools, inclusive of aid from the Co and ~~that 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 pre-K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.
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 notes.

Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

- A. Operating Costs. ~~Operating~~ The District shall apportion operating costs needed to support via the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows following process:
1. Each member town will contribute to be assigned the District no less than its minimum required local contribution to the District as determined by the Commissioner pursuant to G.L. chapter 70 DESE. Any excess costs needed to support the district's
 2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each 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 reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town member town and age group (PreK-4 and 5-12). This will be requested from DESE annually.
 - c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local

contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:

- i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the ~~town~~ member town's PreK-4 Foundation Enrollment divided by the member town's total Foundation Enrollment.
- ii. The Regional Budget's portion of the member town's' minimum required local contribution will be determined by calculating the sum of: each member ~~T~~town's minimum required local contribution multiplied by the member ~~T~~town's 5-12 Foundation Enrollment divided by the member town's total Foundation Enrollment.

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

- i. Each member ~~t~~Town will be apportioned 100% of its local elementary school building's above minimum required local contribution.
- ii. Each member ~~T~~Town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each member ~~T~~Town's average ratio of pupil- enrollment in grades five through twelve for the preceding three years. Each member ~~T~~Town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member town's in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.

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 each be applied to the building or Regional ~~each school's~~ budget- as follows:

- i. Each elementary school's portion of the revenue will be determined by each member town's average ratio of foundation enrollment in PreK – 4 for the preceding three years. Each member town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.
- ii. The Regional Budget's portion of the revenue will be determined by the ratio of the total 5-12 Foundation Enrollment for the preceding three years. The ratio of the total 5-12 foundation enrollment shall mean the ratio that the total foundation enrollment in grades 5-12 for all member towns bears to the total foundation enrollment for all member towns.

b. All grant and all other District funds shall be apportioned to school budgets 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 town's foundation enrollment. Excess costs will be assessed to each member town on the basis of the combined three-three-year rolling average of each member town's foundation enrollment for each member town. That is, foundation enrollment figures, as published by DESE for each member town for the most recent three years will be averaged, as will the total of the foundation enrollments of all member towns for the most recent past three years. Each member town will be assessed the same percentage of middle and high school capital costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the Regional District during those three years.
 - 2.
 - 3.
 4. ~~B. Capital Costs. Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time that there is one regional high school and one regional middle school), capital costs shall be assessed to the member towns on the basis of the three year rolling average of each town's foundation enrollment as described in Section IX, A, 4 Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.~~
- C. ~~above.~~
- D.
- E. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each ~~town~~ member town who attend the District's schools based on the average of the most recent three years' ~~October 1~~ enrollment figures as reported currently on October 1, to DESE.
- F. Debt Service. ~~Except as expressed in Notwithstanding the terms of subsection E below (which pertains to the assessment of capital costs and B above, debt service on facilities that are in existence at the time of creation of the District until such time there is one regional high school and one regional middle school), debt service costs~~ 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 ~~town~~ member town's foundation enrollment as described in Section IX,A, 43 above.

1. ~~Debt~~All other debt service costs attributable to the District's elementary schools will be assessed to the member towns based upon the mechanism described in paragraph E below which utilizes the most recent three years' October 1 enrollment figures.

2. ~~E. Notwithstanding the terms and conditions of subsections B and D above, until such time as there is one regional high school and one regional middle school, expenditures on capital items and debt service which are attributed to facilities that are in existence at the time of the creation of the District and which are under the care and custody of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach. The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' October 1 enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the capital and debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under subsections B and D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to that owns the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under subsections B and D above. However, the capital costs and debt service attributable to this building continuing to be used as a middle school for the Chatham students while the Harwich Middle School is still in operation will be assessed consistent with this paragraph E.~~

- G. 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 ~~Regional School~~ District in ~~five~~ equal installments by the first business day of ~~each August, November, February, May, and June~~ 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 Committee may, consistent with the terms and conditions of G.L. ~~c.~~chapter 71, section 16G½, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this ~~agreement~~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. New member towns may be admitted as of July 1st of any fiscal year, provided all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31.

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~~member 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~~member 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~~member 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~~member town seeking to withdraw, in addition to the other requirements spoken of 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~~member 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~~member 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~~member 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~~member 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~~Agreement as defined in Section XVIII (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The 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 ~~member~~ 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 ~~Select Board/Board of Selectmen~~ 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. c. ~~hapter~~ 71, section 16. 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 by ~~majoritytwo-thirds~~ vote will choose either the process that appears in subsection (d) of ~~chapter~~Chapter 71, section 16, or the process that appears in subsection (n) of ~~chapter~~Chapter 71, section 16.

Section ~~XVI-XV~~. 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~~XVI (Amendments).

Section ~~XVII-XVI~~. 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 ~~per-cent~~percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective ~~town~~member town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the ~~town~~member town. Such amendments to the ~~agreement~~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~~-XVII. EFFECTIVE DATE AND JURISDICTION

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

Section ~~XIX~~-XVIII. 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 agent(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 _____ day of _____, 2021.

Chatham Select Board

Peter Cocolis, Chair

Shareen Davis, Vice Chair

Cory Metters, Clerk

Dean Nicastro, Member

Jeffrey S. Dykens, Member

Monomoy Regional School Committee

~~Nancy Scott, Chair~~

~~Nancy Scott, Chair~~

Harwich Board of Selectmen

Michael D. MacAskill, Chair

Mary E. Anderson, Clerk

Larry G. Ballantine, Member

Donald F. Howell, Member

Meredith Henderson, Vice Chair

Joseph Auciello, Member

Tina Games, Member

Danielle Tolley, Member

Terry Russell, Member

Jackie Zibrat-Long, Member

Sharon Stout, Member

Department of Elementary and Secondary Education

Jeffrey Riley, Commissioner

The following document,
Regional Agreement Proposed
Changes, explains the proposed
changes to Section VII and IX.

Regional Agreement Proposed Changes

Unless highlighted, the following is a summary of Proposed Changes that the Committee has discussed previously and noted in the redlined version of the Regional Agreement (A5066778.DOC[Ver:4]). DESE requested changed from their April 13, 2020 and March 9, 2020 feedback (Christine Lynch and subsequently Michelle Griffin to Marc Terry) are highlighted in light blue. Administrative proposals regarding budgeting, capital and debt, and ultimately the assessment are highlighted in yellow. One additional recommended change of a now obsolete provision is highlighted in orange.

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. Name and Composition – “the District shall be named by the Interim Regional School Committee” becomes “The name of the Regional School District shall be the Monomoy Regional School District.”
- B. Weighted Voting – When a majority vote is required by statute (as with the District’s budget), the Regional Agreement cannot legally require something more -- here, our Agreement requires at least one vote from each town in the affirmative. DESE recommends that the wording of the second sentence in this section start with “Unless otherwise require by law or regulation, for a motion which requires a majority vote to pass...” Similarly, there would be no requirement that at least one Committee member from each member town vote in the affirmative when a 2/3 vote is required (as happens with a vote to borrow for Debt).
- C. Election of Members – the wording defining the initial election of School Committee members using an “Initial Staggering of Terms” is removed.
- D. Length of Terms – reference to the initial election’s “Initial Staggering of Terms” is removed. Clarity is added that allows for a member to begin serving in a vacated seat when it occurs outside of the regular election cycle.
- E. Initial Staggering of Terms – this entire clause is removed because it was only applicable to the first election for School Committee members as the School District formed and is now obsolete.
- E. Vacancies – Becomes the new E with the above subsection deleted. Superfluous wording of “for any cause” is removed.

Section II. POWERS OF THE COMMITTEE

The wording defining the Powers of the Committee during the period July 1, 2012 to June 30, 2013, as the new district transitioned from Chatham and Harwich Public Schools, is removed because it is now obsolete.

DESE also recommends that we should include a broader reference to the powers of a regional school committee

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in GL Chapter 71, Section 14 to 16I, inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general law or in any applicable special law. (Note the wording “including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings” is presumed to be covered within DESE’s recommendation.)

Section III. QUORUMS, VOTES, AND GOVERNANCE

- B. DESE requests that the words "or regulation" added this subsection so that it ends with "...or as require by statue or regulation."
- D. Removal of the obsolete example of how the Chairperson will rotate between the two towns in the first two years of regionalization, as the standard practice of the rotation is also included and remains in this clause.
DESE recommends the addition in D of the wording: "The chairperson and vice-chairperson must be elected by ballot."

Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS (note here the AND TRANSFER OF ASSESTS should be deleted as it is obsolete)

- E. DESE recommends that clarity be added in E that PreK for students with an IEP is not within the School Committee's discretion to provide. More appropriate language for E would be "Where the term *preschool* is mentioned in the Agreement, it is done to recognize the responsibility of the District to provide PreK for students with an IEP and to allow the School Committee discretion to provide for the addition of *universal* preschool classes at some future date."
- G. The entire G, referring to the transfer of assets in revolving accounts that are school-related to the schools and school-related supplies to the new school district has happened. This entire section should be deleted.

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

- B. Removal of the obsolete clause stating "it is the intend of the member towns to build a new high school and to renovate a middle school". Removal of this subsection shifted the lettering of each of the following up one position in the alphabet.
- C. The elementary schools are leased by the school district for a term of 20 years, the initial Regional Agreement left open when that 20 year term began, and is now defined as beginning July 1, 2012.
- D. Now defines that the Town of Chatham leases the land and buildings of its elementary and middle school to the district beginning July 1, 2012 (as defined by Section V, C above).
- E. Now defines that the Town of Harwich leases the land and buildings of its elementary to the district beginning July 1, 2012 (as defined by Section V, C above).

Section VII. BUDGET

- C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
 - 1. Clarifies that the proposed budget is submitted to the Boards of Selectmen, Finance Committees, and a copy provided to each member's public library and town clerk's office for posting.
 - 2. Budgets shall be detailed and itemized to include: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges and adds future flexibility with the clause "unless the Finance Committees and Board of Selectmen from each member town and the Regional School Committee subsequently agree to some other methodology."
 - 5. Add the following subsection under budget to clarify how School Choice revenues are used: "The budget will be prepared net of School Choice revenue. School choice revenue will be proportionally allocated to offset each school's budget based on

school's average ratio of enrollment at that school for the preceding three years on October 1st, as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment."

6. (Formerly #5) Clarifies budget approval or disapproval by the towns shall be consistent with the law and the Regional Agreement; however, "In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail."

Section VIII. BUDGETARY DEFINITIONS

- B. 1. "Operating Costs" should be stated as "in any of the grades PreK-12, inclusive", not K-12.

Section IX. METHOD OF ASSESSING COST OF THE REGIONAL SCHOOL DISTRICT

The Administration has recommended that it would be more fiscally equitable if each member town payed for its own elementary school. The Administration is proposing that the entire Operating Costs section be replaced using wording already approved by DESE for Mount Greylock Regional, which has each member town pay for its own elementary school. The following uses Mount Greylock's wording, applying the minimum required contribution, then assessing elementary costs to the member towns for their elementary schools and splitting the remaining cost by using a three-year rolling average of foundation enrollment.

- A. Operating Costs. The District shall apportion operating costs via the following process:
 1. Each member will be assigned the minimum required local contribution to the District as determined by the Department of Elementary and Secondary Education.
 2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each budget will be considered net of general fund revenue and state aid apportioned by the District per Section XI, A, 3. Apportionment of Funds/Revenue.
 - b. The District's Foundation Enrollment as reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town and age group (PreK-4 and 5-12). This will be requested from DESE annually.
 - c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:
 - i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the town's PreK-4 Foundation Enrollment divided by the town's total Foundation Enrollment.
 - ii. The Regional Budget's portion of the member towns' minimum required local contribution will be determined by calculating the sum of: each member town's minimum required local contribution multiplied by the town's 5-12 Foundation Enrollment divided by the town's total Foundation Enrollment.
 - d. The above minimum required local contribution for each building will be

apportioned as follows:

- i. Each member town will be apportioned 100% of its local elementary school building's above minimum required local contribution.
 - ii. Each member town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each town's average ratio of pupil enrollment in grades five through twelve for the preceding three years. Each town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member towns in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.
- e. Each member'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 each be applied to each school's budget as follows:
 - i. Each elementary school's portion of the revenue will be determined by each town's average ratio of foundation enrollment in PreK - 4 for the preceding three years. Each town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.
 - ii. The Regional Budget's portion of the revenue will be determined by the ratio of the total 5-12 Foundation Enrollment for the preceding three years. The ratio of the total 5-12 foundation enrollment shall mean the ratio that the total foundation enrollment in grades 5-12 for all member towns bears to the total total foundation enrollment for all member towns.
- b. All grant and all other District funds shall be apportioned to school budgets by the District at the District's discretion.

- B. **Capital Costs.** The redline version clarifies what are capital costs, including but not limited to the cost of acquiring land, construction, reconstruction, building additions, renovations, and extraordinary repairs, furnishings and equipment for schools, architect and consultant fees, and borrowing costs. The longstanding intent is that future capital costs at the elementary level will be assessed to the member town that owns the elementary school, while future capital costs at the middle school and high school would be attributed to the towns using a three-year rolling average of each town's foundation enrollment – this was lost in translation within the current redline version.

The last paragraph under Capital Cost should be revised to read:

1. Capital costs attributable to the high school and middle school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment. That is, the foundation enrollment figures as published by DESE for each member town for the most recent past three years will be averaged, as will the total of the foundation enrollments of all member towns for the most recent past three years. Each member town will

- be assessed the same percentage of high school and middle school capital costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the entire District during those three years.
2. Capital costs attributable to the Districts elementary schools will be assess to the member town that owns the building.

Note adopting this Administrative recommendation clarifies a concern DESE had about Debt Service (in D below) that was incurred after July 1, 2017.

- C. Transportation Costs. Clarifies that It is the three-year rolling average of reported October 1 enrollment of Harwich and Chatham students that is used.
- D. Debt Service. As the only current debt for the district is that of the high school, change this subsection to read "Debt Service on the High School. Debt service costs attributable to the construction of the high school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment as described in Section IX, B, 1 above."
- E. This clause is deleted in its entirety, as it is obsolete and covers "until such time as there is one regional high school and one regional middle school".
- F. This section only clarifies the existing practice of which months Chatham and Harwich will pay their assessment to the school district.

Section XI. ADMISSION OF ADDITIONAL TOWNS

DESE recommends that this section include a statement similar what is required by DESE regulations. "A new member may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31." This section could conclude with this DESE recommended wording.

Section XIV. TEACHERS – this section is deleted because it is obsolete and describes how teachers with professional status will be handled when the District comes into existence. Note deleting this section moves INCURRING DEBT up to Section XIV.

Section XIV. INCURRING DEBT

The wording in the current draft finds the vote to incur debt to be "by majority vote." As such, DESE recommends that the wording be changed to be consistent with MGL C 71, 14 D which requires a 2/3 vote of the school committee.

Section XX. TRANSITION PERIOD – this section and all references to it are deleted because it is obsolete and the transition from the Interim Regional School Committee to the new District has happened.

REVISION TO SIGNATORIES

Finally, DESE requests that the agreement add lines for the Commissioner at the end of the Agreement to indicate approval and date (along with any local officials who want to sign off on the document).

**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~~ **have created** a regional school district, ~~hereinafter referred to as "District"~~, consistent with the terms of Chapter 71 of the Massachusetts General Laws, (G.L.), 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 name of the transition period spoken of in Section XX herein, the** District shall be ~~named by the Interim Monomoy Regional School Committee, utilizing a majority vote consistent with Section I, B below.~~ **District**. 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 member towns, each of the four (4) Committee members, ~~hereinafter sometimes referred to as "member towns,"~~ 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~~ **Unless otherwise required by law or regulation, 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 member 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 member town ~~that~~ **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 Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk, unless the member has otherwise vacated his or her seat.~~

~~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.~~

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

~~F. G. Organization. At the first scheduled meeting of the Committee after the annual election of all member towns, the Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the 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 and duties conferred by law and imposed upon regional school district committees via G.L. Chapter 71, section 16 and otherwise by law, including, but not limited to the power, those powers and duties as are specified in G.L. c. 71, Section 16-16I, inclusive, as any such laws may be amended from time to time to acquire property and/or time, subject 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 any local acceptance requirements, and the Harwich School Committee by this Agreement.~~

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 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 or regulation.
- C. The 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 by ballot from among the 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 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 Committee shall elect a Secretary who may or may not be a member of the Committee's membership.
- F. The Committee shall appoint a Treasurer who shall not be a member of the Committee.
- G. Any action voted by the Committee ~~that~~ which directly and specifically affects the elementary school(s) in only one member town will require that three of the four members of the Committee from the member 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~~pre-kindergarten" is mentioned in this Agreement, it is done in order to permit the Committee, at some future date, the discretion to provide "universal" ~~preschool classes~~pre-kindergarten classes in addition to providing pre-kindergarten to qualifying students with disabilities.

F. The Committee may, in its discretion, alter the elementary/secondary grade ~~configuration~~configurations 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 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 Committee.

~~D.-C.~~ Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the ~~District School Committee. The term shall commence on the date when the Committee completes the transition period spoken to in Section XX and comes into full existence.~~ The term shall commence July 1, 2012. The leases shall contain provisions for an extension of up to 20 years at the option of the 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 member 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 Select Board/Board of Selectmen of that member town and by the Committee, who shall execute the lease for the member towns and the District, respectively.

~~E.-D.~~ The Town of Chatham shall lease to the 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~~Section V, DC shall apply equally to this paragraph.

~~F-E.~~ The Town of Harwich, shall lease to the 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 ~~term~~term expressed in ~~paragraph~~Section V, DC 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-F.~~ At whatever point in time ~~that~~the land and/or buildings that are leased by a member town to the 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 member town.

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

Section VI. TRANSPORTATION

The 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 (DESE) 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 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 Select Board/Board of Selectmen and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. ~~Said~~The District shall submit its proposed budget ~~shall be posted in to the Town Hall~~Select Board/Board 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, and provide a copy to each member town's public library and to the

eClerk's office for posting.

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. ~~c. chapter~~ 71, section 38N in a newspaper having general circulation in the region.
3. Upon request of the Finance Committee and/or the Select Board/Board of Selectmen of any member town, the Committee shall arrange to meet with such Finance Committee and/or Select Board/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. unless the Finance Committees and Select Board/-Board of Selectmen from each member town and the Committee subsequently agree to some other methodology. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Select Board/Board of Selectmen of a member town may request further information.
4. Consistent with G.L. ~~ce. Chapter~~ 71, section 16B the 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 and transmit to the Treasurer of each member town that townmember town's assessed share of such budget.
5. 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.
6. 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~~ Chapter 71, section ~~16B18 B~~, as well as 603 CMR ~~section~~ 41.00, et seq., as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.
7. The budget will be prepared net of School Choice revenue. School choice revenue will be proportionally allocated to offset each school's budget based on school's average ratio of enrollment at that school for the preceding three years on October 1st, as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment.

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 Committee to finance the District schools, inclusive of aid from the Co and ~~that~~ 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 pre-K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.
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 notes.

Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

A. ~~Operating Costs. Operating~~ The District shall apportion operating costs needed to support via the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows following process:

1. Each member town will contribute to be assigned the District no less than its minimum required local contribution to the District as determined by the Commissioner pursuant to G.L. chapter 70 DESE. Any excess costs needed to support the district's
2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each 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 reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town member town and age group (PreK-4 and 5-12). This will be requested from DESE annually.
 - c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local

contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:

- i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the ~~town~~ member town's PreK-4 Foundation Enrollment divided by the member town's total Foundation Enrollment.
 - ii. The Regional Budget's portion of the member town's minimum required local contribution will be determined by calculating the sum of: each member town's minimum required local contribution multiplied by the member town's 5-12 Foundation Enrollment divided by the member town's total Foundation Enrollment.
- d. The above minimum required local contribution for each building will be apportioned as follows:
- i. Each member town will be apportioned 100% of its local elementary school building's above minimum required local contribution.
 - ii. Each member town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each member town's average ratio of pupil enrollment in grades five through twelve for the preceding three years. Each member town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member towns in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.
- 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 each be applied to the building or Regional each school's budget- as follows:
 - i. Each elementary school's portion of the revenue will be determined by each member town's average ratio of foundation enrollment in PreK - 4 for the preceding three years. Each member town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.
 - ii. The Regional Budget's portion of the revenue will be determined by the ratio of the total 5-12 Foundation Enrollment for the preceding three years. The ratio of the total 5-12 foundation enrollment shall mean the ratio that the total foundation enrollment in grades 5-12 for all member towns bears to the total foundation enrollment for all member towns.
- b. All grant and all other District funds shall be apportioned to school budgets 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 town's foundation enrollment. Excess costs will be assessed to each member town on the basis of the combined three-year rolling average of each member town's foundation enrollment for each member town. That is, foundation enrollment figures, as published by DESE for each member town for the most recent three years will be averaged, as will the total of the foundation enrollments of all member towns for the most recent past three years. Each member town will be assessed the same percentage of middle and high school capital costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the Regional District during those three years.

2.

3.

4. ~~B. Capital Costs. Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time that there is one regional high school and one regional middle school), capital costs shall be assessed to the member towns on the basis of the three year rolling average of each town's foundation enrollment as described in Section IX, A, 4 Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.~~

C. ~~above.~~

D.

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

- F. Debt Service. ~~Except as expressed in Notwithstanding the terms of subsection E below (which pertains to the assessment of capital costs and B above, debt service on facilities that are in existence at the time of creation of the District until such time there is one regional high school and one regional middle school), debt service costs~~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 ~~town~~member town's foundation enrollment as described in Section IX, A, ~~43~~43 above.

1. ~~Debt~~All other debt service costs attributable to the District's elementary schools will be assessed to the member towns based upon the mechanism described in paragraph E below which utilizes the most recent three years' October 1 enrollment figures.

2. ~~E. Notwithstanding the terms and conditions of subsections B and D above, until such time as there is one regional high school and one regional middle school, expenditures on capital items and debt service which are attributed to facilities that are in existence at the time of the creation of the District and which are under the care and custody of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach. The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' October 1 enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the capital and debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under subsections B and D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to that owns the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under subsections B and D above. However, the capital costs and debt service attributable to this building continuing to be used as a middle school for the Chatham students while the Harwich Middle School is still in operation will be assessed consistent with this paragraph E.~~

- G. 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 ~~Regional School District~~ in ~~five~~ equal installments by the first business day of ~~each August, November, February, May, and June~~ 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 Committee may, consistent with the terms and conditions of G.L. ~~c~~hapter 71, section 16G½, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this ~~agreement~~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. New member towns may be admitted as of July 1st of any fiscal year, provided all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31.

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~~member 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~~member 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~~member 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~~member 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~~member 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~~member 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~~member 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~~member 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~~Agreement as defined in Section XVIII (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The 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 member 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 Select Board/Board of Selectmen 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. 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 by ~~majority two-thirds~~ vote will choose either the process that appears in subsection (d) of ~~chapter~~Chapter 71, section 16, or the process that appears in subsection (n) of ~~chapter~~Chapter 71, section 16.

Section ~~XVI.~~ XV. 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 ~~XVIXVI~~ (Amendments).

Section ~~XVII.~~ XVI. 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 ~~per cent~~percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective ~~town~~member town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the ~~town~~member town. Such amendments to the ~~agreement~~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~~-XVII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Committee ~~will~~ commenced on July 1, 2012 ~~at the conclusion of the transition period established in Section XX.~~

Section ~~XIX~~-XVIII. 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 _____ day of _____, 2021.

Chatham Select Board

Peter Cocolis, Chair

Shareen Davis, Vice Chair

Cory Metters, Clerk

Dean Nicastro, Member

Jeffrey S. Dykens, Member

Monomoy Regional School Committee

~~Nancy Scott, Chair~~

~~Nancy Scott, Chair~~

Harwich Board of Selectmen

Michael D. MacAskill, Chair

Mary E. Anderson, Clerk

Larry G. Ballantine, Member

Donald F. Howell, Member

Meredith Henderson, Vice Chair

Department of Elementary and Secondary Education

Jeffrey Riley, Commissioner

Joseph Auciello, Member

Tina Games, Member

Danielle Tolley, Member

Terry Russell, Member

Jackie Zibrat-Long, Member

Sharon Stout, Member