

**Proposed Changes to the Monomoy Regional Agreement
to Update and Remove Obsolete Language
to be Voted at 2023 Annual Town Meetings**

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

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

Section I. MEMBERSHIP OF THE MONOMOY REGIONAL SCHOOL COMMITTEE

- A. Name and Composition. The District shall be named Monomoy Regional School District. The Monomoy Regional School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.
- B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.
- C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

- D. Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.
- E. Vacancies. Any vacancy occurring on the Monomoy Regional School Committee for any cause shall be filled by the local Select Board and the remaining Monomoy Regional School Committee members from the town where the vacancy occurs. The members of the Select Board shall meet in joint session with the remaining members of the Monomoy Regional School Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.
- F. Organization. At the first scheduled meeting of the Monomoy Regional School Committee after the annual election of all member towns, the Monomoy Regional School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as “Regional School Committee, Organization”. In addition, the Monomoy Regional School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate subcommittees and other officers.

Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings.

Section III. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Monomoy Regional School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute and/or regulation.
- C. The Monomoy Regional School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.
- D. A Chairperson and a Vice-Chairperson shall be elected from among the Monomoy Regional School Committee’s membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. By a two-thirds

(2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Monomoy Regional School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

- E. The Monomoy Regional School Committee shall elect a Secretary who may or may not be a member of the Monomoy Regional School Committee's membership.
- F. The Monomoy Regional School Committee shall appoint a Treasurer who shall not be a member of the Monomoy Regional School Committee.
- G. Any action voted by the Monomoy Regional School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Monomoy Regional School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

Section IV. TYPE OF SCHOOL DISTRICT

- A. The Monomoy Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Monomoy Regional School Committee, as established consistent with Section I (Membership of the Monomoy Regional School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.
- B. The Monomoy Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.
- C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.
- D. The middle school(s)/high school(s) shall serve students in grades 5-12.
- E. Where the term "preschool" is mentioned in this Agreement, it is done in order to permit the Monomoy Regional School Committee, at some future date, the discretion to provide "universal" preschool classes.
- F. The Committee may in its discretion alter the elementary/secondary grade configuration spoken to above.

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

- A. All Monomoy Regional School District schools shall be located within the geographical limits of the District. The Monomoy Regional School District school buildings shall be located on sites owned by, or leased to, the District.
- B. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Monomoy Regional School Committee.
- C. Each member town shall retain ownership of its elementary school buildings and grounds and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the Monomoy Regional School Committee. The leases shall contain provisions for an extension of up to 20 years at the option of the Monomoy Regional School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Monomoy Regional School Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Select Board of that member town and by the Monomoy Regional School Committee, who shall execute the lease for the member towns and the District, respectively.
- D. The Town of Chatham shall lease to the Monomoy Regional School Committee the land and buildings (at the option of the Committee) known as Chatham Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the Monomoy Regional Middle School. The terms expressed in paragraph V, C shall apply equally to this paragraph.
- E. The Town of Harwich, shall lease to the Monomoy Regional School Committee the land and/or buildings (at the option of the Committee) known as Harwich Elementary School. The terms expressed in paragraph V, C shall apply equally to this paragraph.
- F. At whatever point in time that land and/or buildings that are leased by a member town to the Monomoy Regional School Committee ceases to be needed by the District, the Monomoy Regional School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.
- G. Payments from future leases of Regional property shall be paid to the Monomoy Regional School District.

Section VI. TRANSPORTATION

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

Section VII. BUDGET

- A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.
- B. The Monomoy Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.
- C. The Monomoy Regional School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
 1. The Monomoy Regional School District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Select Board and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Monomoy Regional School Committee shall complete its proposed budget for the ensuing year. The Monomoy Regional School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, two of which shall be from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote with at least one member from each member town voting in the affirmative. Said proposed budget is subject to the approval by majority vote of the Monomoy Regional School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Select Board and Finance Committee members of each member town.
 2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Select Board of any member town, the Monomoy Regional School Committee shall arrange to meet with such Finance Committee and/or Select Board for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Select Board of a member town may request further information.
 3. Consistent with G.L. chapter 71, section 16B the Monomoy Regional School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify

to the Treasurer of each member town that town's assessed share of such budget.

4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended.
6. The budget will be prepared net of School Choice revenue. School Choice revenue will be allocated to reduce each school's portion of the budget. The amount of school choice revenue to be allocated to each school's portion of the budget will be calculated as follows:
 - a. Using enrollment data reported to DESE on October 1st, the school's percentage share of the total number of students attending the district will be calculated for each of the previous three years.
 - b. The average of these three percentages will be calculated.
 - c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

Section VIII. BUDGETARY DEFINITIONS

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

A. Budget

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

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

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs,

which are offered by the District to persons other than pupils attending a regular District school program in any of the grades K-12, inclusive.

2. “Capital costs” will include all capital outlay appearing in the 7000 DESE function codes and as defined below in Section IX.B.
3. “Transportation costs” include all costs associated with transporting the District’s students to and from school.
4. “Debt service” includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation note.

Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT

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

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

foundation enrollment that is in grades PreK to four.

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

3. Apportionment of Funds/Revenue

- a. General fund revenues and state aid (excluding Regional Transportation Aid) will be applied to each cost center's part of the budget as follows:
 - i. The portion of the revenue to be applied to each elementary school cost center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades PreK to four in each member town will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated for each member town.
- That average percentage for each member town will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to that member town's elementary school cost center's share of the budget.

ii. The portion of the revenue to be applied to the regional costs center's share of the budget will be calculated as follows:

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

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

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

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

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

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

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

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

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

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

Section X. STABILIZATION FUND.

The Monomoy Regional School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G^{1/2}, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

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

Section XII. WITHDRAWAL OF MEMBER TOWNS

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

- A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.
- B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.
- C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not

withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

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

Section XIII. ANNUAL REPORT

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

Section XIV. TEACHERS

Teachers employed by Monomoy Regional School District will be afforded all rights in accordance with G.L. chapter 71, section 42B.

Section XV. INCURRING OF DEBT

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

Section XVI. REVIEW OF AGREEMENT

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. Proposals for amendments to this Agreement will follow the procedure contained in Section XVII (Amendments).

Section XVII. AMENDMENTS

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

receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

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

Section XVIII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Monomoy Regional School Committee will commence on July 1, 2012.

Section XIX. SEVERABILITY OF SECTIONS

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

Dated this ____ day of _____ 2023.

Department of Elementary and Secondary Education Commissioner

Jeffrey C. Riley, Commissioner

Chatham Select Board

Harwich Select Board

Jeffrey S. Dykens, Chair

Michael D. MacAskill, Chair

Cory J. Metters, Vice-Chair

Mary E. Anderson, Vice-Chair

Michael Schell, Clerk

Donald F. Howell, Clerk

Dean Nicastro, Member

Larry G. Ballantine, Member

Shareen Davis, Member

Julie Kavanagh, Member

Monomoy Regional School Committee

Jackie Zibrat-Long (C), Chair

Meredith Henderson (H), Vice-Chair

Tina Games (H), Member

Betty Gray (C), Member

Terry Russell (H), Member

Jessica Rogers (C), Member

Sharon Stout (H), Member

TBD (C), Member