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March 31, 2019

AGREEMENT AMONG THE TOWNS OF ~~BLANDFORD, CHESTER, HUNTINGTON, MIDDLEFIELD, MONTGOMERY, and RUSSELL, WORTHINGTON, CHESTER AND BLANDFORD~~, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT

This AGREEMENT is entered into pursuant to Chapter 71 of the General Laws of Massachusetts ~~hereinafter referred to as "MGL"~~, as amended, by the Towns of ~~Blandford, Chester, Huntington, Middlefield, Montgomery, and Russell, Worthington, Chester and Blandford~~ (hereinafter referred to as "member towns"). In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION III I TYPE OF REGIONAL DISTRICT SCHOOL

- (A) The Regional School District ~~hereinafter referred to as the "District"~~ shall include all grades from ~~pre-kindergarten through grade twelve~~ ~~(PK – 12)~~.  
~~As Amended: 11/8/1967~~
- (B) The ~~District School~~ Committee (hereinafter referred to as the "Committee") is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of ~~Chapter 74 of the General Laws~~ ~~MGL Chapter 74~~ and acts amendatory thereto or dependent thereon.
- (C) The Committee is hereby authorized, in its discretion, to accept post graduate students, resident in member towns, and to establish appropriate tuition amounts to be included in budget assessments provided such post graduate students were enrolled on October first of the year preceding the year for which the apportionment is determined.  
~~As Amended: 3/8/65~~

SECTION III II THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Powers, Duties and Composition

The powers and duties of the ~~Regional School~~ District shall be vested in and exercised by a ~~Regional District School~~ Committee. The Committee shall consist of the following: ~~three members from the Town of Huntington, two members from the Town of Middlefield, two members from the Town of Montgomery, three members from the Town of Russell, two members from the Town of Worthington, and three~~

~~members from the Town of Chester, and two members from the Town of Blandford, two (2) members from the Town of Blandford, three (3) members from the Town of Chester, three (3) members from the Town of Huntington, two (2) members from the Town of Middlefield, two (2) members from the Town of Montgomery, and three (3) members from the Town of Russell. Members shall serve until their respective successors are elected or appointed and qualified.~~ *As Amended.*

(B) Continuation of Members

~~Until the annual town elections next following the assumption of jurisdiction by the Committee over the pupils in all grades from kindergarten through grade twelve, the members of the Committee shall be appointed and elected and vacancies shall be filled as provided in subsections (C), (D) and (E) of Section I as in effect prior to the adoption of the sixth amendment of this agreement provided, however, that the terms of office of all such members shall terminate upon the election and qualification of successors as provided in subsection (C) of Section I.~~ *As Amended.*

(B) Membership

~~At the annual town elections next following the assumption of jurisdiction by the Committee of pupils in all grades from kindergarten through grade twelve, the towns of Huntington, Russell and Chester shall elect three members to serve on the Committee, one for a term of one year, one for a term of two years and one for a term of three years; and the towns of Middlefield, Montgomery, Worthington and Blandford shall each elect two members to serve on the Committee, one for a term of two years and one for a term of three years. Thereafter, in every year in which the term of office of a member expires, each member town involved shall, at the annual town election, elect one member to serve for a term of three years.~~ *As Amended.*

(C) In accordance with MGL Chapter 71, Section 14E(4), as amended, on the July 1 in the year first following the acceptance by all towns and the Commissioner of Elementary and Secondary Education (hereinafter referred to as the "Commissioner"), the two (2) Committee members from the Town of Blandford shall each cast a weighted vote with a value of 1.2. The three (3) Committee members from the Town of Chester shall each cast a weighted vote of 0.8, the three (3) Committee members from the Town of Huntington shall each cast a weighted vote of 1.4, the two (2) Committee members from the Town of Middlefield shall each cast a weighted vote of 0.5, the two (2) Committee members from the Town of Montgomery shall each cast a weighted vote of 0.8, and the three (3) Committee members from the Town of Russell shall each cast a weighted vote of 1.1 based on the relative resident populations as required by State law based on the most recent local census numbers from each town. Thereafter these weighted votes shall be adjusted as needed to reflect the relative resident populations, based on each ten-year (10) federal census and the five (5) years between the federal census numbers according to the local census numbers.

(D) Vacancies

a A vacancy occurs when a person resigns, moves out of the member town or dies. If a vacancy occurs among the members elected under Subsection (B) of Section II, the Board of Selectmen (hereinafter known as the "Selectmen") and remaining Committee members from the town involved, acting jointly, shall appoint a member to serve until the next annual town election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. *As Amended.*

(E) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon School Committees by law and conferred and imposed upon by this Agreement, and such other additional powers and duties as are specified in MGL, Chapter 71, Sections 16 to 161, inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special laws. *As Amended.*

(F) Organization

~~Promptly upon the appointment and qualification of the initial members and Annually thereafter upon the election or appointment and qualification of successors; At the first regular meeting of the Committee, following the last member town election held in each year, the Committee shall organize and choose by ballot vote to elect a chairman~~ Chairperson and a Vice Chairperson from its own membership. At the same meeting or at any other meeting, the Committee shall appoint a Treasurer and Secretary ~~who may be the same person but need not be members of the Committee,~~ choose such other officers as it deems advisable, determine the terms of office of its officers (except the ~~Chairman~~ Chairperson who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for calling of special meetings. The Chairperson may appoint members to serve on subcommittees annually. *As Amended.*

(G) Quorum

A majority of the member towns must be represented by at least one member and there must be a majority of weighted votes present in order to ~~members, towns, and weighted votes of the Committee shall~~ constitute a quorum, but a lesser number may adjourn.

SECTION X III STUDENTS

(A) Students Entitled to Attend the Regional District Schools

The ~~regional-school~~ District shall accept all children residing in the District ~~member towns~~ who are entitled to attend the public schools. As Amended.

(B) Permission to Certain Students to Attend High Schools Outside the District

~~At the discretion of the local School Committee, any member town in which reside students who attend high school outside the District on a tuition basis at the time the Regional District School is opened may continue on a tuition basis such of those students who in ordinary course would be graduated within one year from the time the Regional District School is opened.~~

(B) Admission of ~~Students~~ Pupils Residing Outside the District

The Committee may accept for enrollment in the Regional District ~~School~~ ~~students~~ ~~pupils~~ from other than the member towns on a tuition basis and on such terms as it may determine.

(C) Vocational and Trade School ~~Pupils~~ Students

Any ~~pupil~~ ~~students~~ residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the town in which the ~~student~~ ~~pupil~~ resides, provided, however, that nothing contained herein shall prevent the ~~regional-school~~ District from including such costs in its operating budget and assessing the towns involved for such costs.

## SECTION II ~~IV~~ LOCATION AND LEASE OF REGIONAL SCHOOLS

(A) Location of Schools

~~Regional District schools, essentially for grades five through twelve, consisting of a middle school and a secondary school, shall be located in the town of Huntington within a radius of one mile from the Norwich Bridge. All other schools shall be elementary schools and shall be located within the District. — As Amended.~~

All schools shall be located within the member towns.

(B) Lease of Schools in Member Towns

- (1) The District owns the Chester Elementary School, the Littleville Elementary School, and the Regional Middle/High School and the land upon which they are located.

- (2) In the future, the District may lease additional facilities as needed, whenever the Committee decides that needs and feasibility exist. Any leased facilities will be located within one of the member towns at a site or sites to be determined by the Committee. Any future lease shall contain a provision for the extension of the terms of the lease not in excess of twenty years, at the option of the Committee. There will be no charge for the leasing of any member town-owned facility. Other terms and conditions for leasing an additional school building will be expressed in lease agreements negotiated by the affected municipal officials and the District.
- (3) At any time in the future, if the Committee votes that a school building owned by the District or leased from a member town is no longer needed, the said building and the land may be returned to the town in which it is located. The Committee will decide how any available assets will be distributed to the member towns. The Committee and the member towns will negotiate the proportional distribution of both the assets and the liabilities related to the land, building, and the building contents.

~~The town of Huntington is hereby authorized to lease to the regional school district all the premises and the building presently known as the Middlefield Elementary School. The town of Middlefield is hereby authorized to lease to the regional school district all the premises and the building presently known as the Middlefield Elementary School. The town of Russell is hereby authorized to lease to the regional school district all the premises and the building presently known as the Russell Elementary School. The town of Worthington is hereby authorized to lease to the regional school district all the premises and the building presently known as the Russell H. Conwell School. The town of Chester is hereby authorized to lease to the regional school district all the premises and the building presently known as the Chester Elementary School. The town of Blandford is hereby authorized to lease to the regional school district all the premises and the building known as the Blandford Elementary School. Each of the leases authorized above shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in the elementary schools. Each of the leases shall contain a provision or provisions for the extension of the term thereof for an additional term not in excess of twenty years, renewable at any time during the term, at the option of the Committee. Each of the leases shall contain provisions authorizing the regional school district to insure, repair, improve, alter or remodel any of the leased buildings. Each of the towns of Huntington, Middlefield, Russell and Blandford shall separately charge the District rent for each calendar year commencing with the calendar year next following the year in which the Committee assumes jurisdiction of the pupils in kindergarten through grade six, in which any principal and interest shall become due on any outstanding bonds issued by each respective town for the construction of a leased school. The annual rental shall be equal to the amount of principal and interest which each respective town shall be obligated to pay on such outstanding bonds in such calendar year less the amount of the state school construction grant~~

~~to be received by the town in such year on account of the construction of the leased school. The total amount of the rentals for any calendar year shall be apportioned to all the member towns as an operating cost. No rental shall be charged by any such town after its outstanding bond issue referred to above has been retired. No rental shall be charged by the town of Worthington and by the town of Chester. Each lease involving a member town shall be on such other terms as may be determined by the selectmen thereof and the Committee, who shall execute the lease for the member town and the regional school district, respectively. Nothing contained in any such lease shall prevent the Committee from permitting the use of the leased buildings or premises by the member towns for public or town affairs and activities.~~

As Amended.

## SECTION V BUDGET

### (A) Budget

The Committee shall annually determine the District's budget consistent with the timelines, terms and requirements of MGL, Chapter 71, Section 16B, as amended, and other pertinent provisions of law and consistent with regulations promulgated by the Department of Elementary and Secondary Education (hereinafter referred to as "DESE").

### (B) Public Budget Hearing and Budget Approval

After conducting a public hearing consistent with MGL, Chapter 71, Section 38N, as amended, the Committee, by a minimum two-thirds (2/3) vote of all its members, shall annually approve an operating budget for the next fiscal year to maintain and operate the District.

The budget will be itemized in such detail as the Committee may deem advisable. Such budget shall be adopted not later than forty-five (45) days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. The amounts so apportioned for each member town shall be certified by the District Treasurer to the treasurers of the member towns within thirty (30) days from the date on which the annual operating budget is adopted by the Committee. The annual budget, as adopted by a two-thirds (2/3) vote of the Committee, must be approved by a simple majority vote at ~~at~~ two-thirds (2/3) of the member town meetings.

If the Committee votes to increase the District budget after the assessments have been appropriated by the member towns, the Committee shall notify the Selectmen in each member town within seven (7) days. No increase in the budget shall be effective until the expiration of forty-five (45) days after such notification during which time the Selectmen of any member town may call and hold a town meeting for the purpose of expressing disapproval of the increase in the District budget. ~~and if at~~

~~such meeting a majority of the voters present and voting thereon express disapproval of the budget increase, such increase in the budget shall not be effective and the Committee may prepare another proposal for a budget increase. The proposed amendment shall become effective if two-thirds (2/3) of the member towns approve the proposed increase. If a town takes no action within forty-five (45) days, this is construed as approval.~~

~~(A) Within sixty days after the Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the chairman of the Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town, for its consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of said budget shall be apportioned to the member towns according to the provisions of Section IV hereof. The treasurer shall certify to each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be or may have been appropriated by each member town for such purpose.~~

~~(B) Maintenance and Operating Budget:~~

~~Thereafter, the Committee shall adopt an annual maintenance and operating budget for the next fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but not later than March 31, including in such budget, as separate items, any installments of principal or interest to become due in such fiscal year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such fiscal year. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses and such other classifications as may be necessary:~~

- ~~1. General Control~~
- ~~2. Instruction~~
- ~~3. Operation of Plant~~
- ~~4. Maintenance of Plant~~
- ~~5. Auxiliary Agencies~~
- ~~6. Outlay~~
- ~~7. Debt Service~~
- ~~8. Cost of Transportation~~
- ~~9. Special Charges~~
- ~~10. Non-recurring Expenses~~
- ~~\_\_\_ (Each to be itemized)~~

~~The Committee shall apportion to the member towns the amounts necessary to be raised in order to meet said annual budget in accordance with the provisions of Section IV. The District treasurer shall, within 30 days from the date on which the~~

~~annual budget is adopted by the regional district school committee, but not later than April 30, certify to the treasurer of each member town the total amount so apportioned to that town and each town shall be liable for and shall appropriate the amount so certified to it.~~  
As Amended 12/26/1973

SECTION IV VI APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

(A) Classification of Costs

For the purpose of apportioning assessments by the District to the member towns, costs shall be divided into four (4) categories: operating costs, capital costs, debt, and transportation costs. The District shall prepare one budget that shall include the funds necessary to support the operating, transportation, capital, and debt needs of the District.

(1) Operating costs shall include all costs except capital, debt, and transportation costs as defined in Section V (C), (D), and (E) but shall include interest on temporary notes issued by the District in anticipation of revenue.

(2) Capital costs shall include all expenses described in DESE's Chart of Accounts in the 7000-function code as may be modified by DESE from time to time.

(3) Debt shall include the payment of principal of and interest on bonds, notes or other obligations of the District to finance such debt.

(4) Transportation costs will include all costs of students who are transported to and from school.

(B) The assessment apportioned to each member town, shall be comprised of the following categories of costs, itemized and calculated as follows:

(1) Statutory Assessment Method

The operating portion shall consist of all District expenditures less transportation, capital, and debt. The operating portion shall be calculated based on the Alternative Method as calculated and outlined in Subsection (2) below or based on the Statutory method calculated as follows:

(a) From the operating costs, subtract Chapter 70 state aid, the total required minimum local contributions from the member towns, and other general fund income.

(b) The remaining amount is the amount over the minimum required local contributions.



(c) The amount over the minimum required local contributions shall be assessed to the member towns based on a the prior five-year (5-year) rolling average of the March 1 student enrollment of the fiscal year preceding the fiscal year for which the apportionment is determined. For the purpose of defining enrollment related to the assessments, student enrollments shall be defined as the number of students in all grades pre-kindergarten through twelve (PK – 12), inclusive, residing in each member town and receiving education at member towns' expense.

(d) The transportation portion shall be calculated by reducing the District's transportation costs by the amount the District anticipates receiving in Chapter 71 Transportation reimbursement ~~and additional amounts from the Transportation Reserve Fund~~ the remaining amount shall be allocated to the towns based on each town's proportionate share of enrollment on March of the fiscal year preceding the fiscal year for which the apportionment is determined.

(e) The debt and capital cost portion shall be allocated by enrollment based on the March 1 enrollment of the current year.

(f) The total assessment to each member town shall be the sum of the minimum local contribution, the above minimum local contribution, transportation, and capital/debt, as calculated above.

## **(2) Alternate Assessment Method**

(a) The Alternate Assessment shall create an equalized percentage assessment to each member town and must be approved by all member towns.

(b) The member towns' combined operating, transportation, and capital/debt assessment shall be apportioned annually for the ensuing fiscal year by increasing each town's prior fiscal year assessment by the percentage of the total District assessment increase ~~The starting assessment shall be calculated using a five-year average as approved by the Committee or otherwise agreed upon by the Committee~~ The initial base year for the assessment is FY18 averaged with the previous five (5) years. The alternative assessment formula will be recalibrated every five (5) years, beginning with the FY24 budget using the Statutory Method and that becomes the base for the next five (5) years.

(c) When using the Alternate Assessment Method, each town must meet its Minimum Required Local Contribution. If the equalized percentage assessment results in a member town(s) not meeting its Minimum Required Local Contribution, then the town(s) so affected shall have:

its assessment increased to the Minimum Required Local Contribution amount. The remaining towns shall have their assessment reduced in an equal percentage.

~~(d) The member towns may choose to participate in the Alternate Assessment Method on a pilot basis for five (5) years beginning with FY19 with an annual vote at each town meeting on the assessment. The Alternate Method outline in this section will end with FY23 unless the Regional Agreement is amended otherwise.~~

**(3) Committee Budget Vote**

The Committee will have the option to vote the Alternate Assessment Method each year.

~~(A) Classification of Costs~~

~~For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: capital costs and operating costs.~~

~~(B) Capital Costs~~

~~Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital Debt costs shall also include payment of principal of and interest on bonds or other obligations issued by the District to finance capital costs.~~

~~(C) Operating Costs~~

~~Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.~~

~~(D) Apportionment of Capital and Operating Costs~~

~~Capital and operating costs shall be apportioned annually for the ensuing fiscal year on the basis of each member town's public school population. For the purposes of this subsection,~~

~~public school population shall be defined as the number of children residing in a member town and receiving education at the town's expense. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's public school population on March 1 of the fiscal year preceding the fiscal year for which the apportionment is determined bears to the total public school~~

~~population from all the member towns on the same date. In computing a town's public school population, the pupils referred to in subsection (D) of Section X shall be excluded.~~  
As Amended, 5/10/76

(C) Times of Payments of Apportioned Costs

The fiscal year and times or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word year or fiscal year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District. Notwithstanding the provisions of Section VI IV (E) of this Agreement, the dates on or before which the respective percentages of the annual share of costs of the District apportioned to each member town shall be paid as follows:

On or before August 15	at least 20%
On or before November 1	at least 30%
On or before February 15	at least 20%
On or before April 15	at least 30%

~~provided, however, that the fiscal period beginning January 1, 1973 and ending June 30, 1974, the dates on or before which the respective percentages of the costs of the District for said period apportioned to each member town shall be paid as follows:~~

<del>On or before April 1, 1973</del>	<del>at least 18%</del>
<del>On or before June 1, 1973</del>	<del>at least 18%</del>
<del>On or before Sept. 1, 1973</del>	<del>at least 18%</del>
<del>On or before Nov. 1, 1973</del>	<del>at least 18%</del>
<del>On or before Feb. 1, 1974</del>	<del>at least 18%</del>
<del>On or before April 1, 1974</del>	<del>at least 18%</del>

~~This section shall be effective only to the extent that Chapter 849 of the Acts of 1969 as amended shall be in effect.~~  
As Amended, 12/13/72

SECTION VII. INCURRING OF DEBT

(A) The Committee may vote to incur debt consistent with the terms and conditions of MGL, Chapter 71, Section 16, as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee, by two-thirds (2/3) vote, will choose either the process that appears in MGL, Chapter 71, Section 16 (d) or Section 16 (n), as amended.

(B) Not later than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or

purposes for authorizing such debt shall be given to the Selectmen in each member town. Debt may be incurred by the District, if approved by the member towns in accordance with the Committee's chosen method under MGL, Chapter 71, Section 16 (d) or Section 16 (n), as amended.

## SECTION VI VIII TRANSPORTATION

School Transportation shall be provided to and from school for students K – 12 and for preschool students with disabilities receiving services under the provisions of MGL, Chapter 71B, as amended, by the Regional School District and the cost thereof shall be apportioned to the member towns ~~as an operation cost~~, according to Section VI.

## SECTION VII IX AMENDMENTS

### (A) Limitations

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

### (B) Procedure

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

be by a majority vote at a town meeting as aforesaid, and the approval of the Commissioner.

#### SECTION VIII X. ADMISSION ADDITIONAL MEMBER TOWNS

- (A) By an amendment of this Agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance at a special or annual town meeting by a majority vote by the town or towns seeking admission of the Agreement as so amended, acceptance by a minimum of two-thirds (2/3) of the member towns, each by majority vote, and also upon compliance with such provisions of law and regulations [e.g., Code of Massachusetts Regulations (hereinafter referred to as "CMR"); i.e., CMR 603, 41.05 (6), as amended] as may be applicable and such terms as may be set forth in such amendment.
- (B) The Committee, prior to the admittance of a new member town, will have the option of establishing an additional amount to that new member town to be included in the District. This additional cost will be clearly articulated to a Regional Planning Committee of the potential new member town(s) and will be made clear to the voters prior to that new member town's vote on admission to the District.
- (C) A new member town 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<sup>st</sup>.

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

#### SECTION IX XI. WITHDRAWAL

##### (A) Limitations

The withdrawal of a member town from the District may be affected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District. ~~provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the year in which such~~

~~withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.~~

(B) Procedure

The Clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection VII ~~IX~~ (A). The Secretary of the Committee shall mail or deliver a notice in writing to the ~~Board~~ of Selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the amendment. ~~of the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be a majority vote at a town meeting as aforesaid. Such amendment shall become effective on a July 1 no less than one full year after the approval by the non-withdrawing member towns, acceptance by each town to be a majority vote at a town meeting as aforesaid, and after approval of the Commissioner, no later than the preceding December 31.~~

(C) Obligations of Member Towns

~~Withdrawal is contingent on: (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness. In addition to other terms and requirements which the Committee shall include in the amendment, the withdrawing member town(s) will be responsible for the following: (1) payment of all operating costs for which member towns are liable as a member of the District; (2) continuing payments beyond the time of withdrawal from the District for each member town's share of the indebtedness of the District which is outstanding at the time of withdrawal, and for interest thereon, to the same extent and in the same manner as though each town had not withdrawn from the District; and (3) other~~

liabilities incurred during all times that each town was a member of the District (e.g., OPEB – Other Post-Employment Benefits). All expenses related to a withdrawal from the District will be borne by the member town(s) which initiate(s) a withdrawal from the District.

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District.

(D) Approval of Withdrawal

A request to withdraw shall become effective only if the amendment to the Agreement is approved by a majority vote of the Committee, is approved by majority vote at an annual or special town meeting in all of the member towns, is approved by the Commissioner, and can only become effective on a July 1 no less than one full year after the completion of these requirements.

(E) Termination of Leases

In the event of the withdrawal of a member town from the District, the leases mention in Section II (B) shall be terminated on the effective date of such withdrawal.

(F) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal of a member town, the terms of office of all members serving on the Regional District School Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased and the weighted votes redistributed accordingly.

~~(D) Payments of Certain Capital Costs Made by a Withdrawing Town~~

~~Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.~~

~~(E) Apportionment of Capital Costs After Withdrawal~~

~~The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the share of any towns which have withdrawn shall be apportioned to the remaining participating towns in the manner provided in subsection IV (D) and any amendments which may be made thereto.~~

As Amended.

## SECTION XII REGIONAL AMENDMENT REVIEW

- (A) Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee shall, at least at five-year intervals, establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.
- (B) This ad hoc Regional Agreement Advisory Committee will be composed of six (6) members of the Committee (one (1) from each town) and six (6) members from the member towns (one (1) from each member town appointed by the respective Selectmen). All members of the Regional Agreement Advisory Committee shall be appointed for a term of one (1) year. The Superintendent and the School Business Administrator shall be ex-officio members of the Regional Agreement Advisory Committee.

IN WITNESS WHEREOF, this Agreement has been executed as of \_\_\_\_\_.

Regional School Committee: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ (Chair)  
 (typed name)

Town of Blandford: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ (Town Clerk or BoS Chair)  
 (typed name)

Town of Chester: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ (Town Clerk or BoS Chair)  
 (typed name)

Town of Huntington: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ (Town Clerk or BoS Chair)  
 (typed name)

Town of Middlefield: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ (Town Clerk or BoS Chair)  
 (typed name)

Town of Montgomery: \_\_\_\_\_ Date: \_\_\_\_\_



\_\_\_\_\_ (Town Clerk or BoS Chair)  
(typed name)

Town of Russell: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ (Town Clerk or BoS Chair)  
(typed name)

Commissioner of the Department of Elementary and Secondary Education:

\_\_\_\_\_ (typed name) Date: \_\_\_\_\_

Established July 11, 1957

First Amendment	June 1, 1959	(Chester/Worthington Enter)
Second "	October 6, 1960	(Chester Withdraws)
Third "	November 23, 1962	(Middlefield Enters)
Fourth " (Post Graduate Students)	March 8, 1965	
Fifth "	May 18, 1965	(Russell Enters)
Sixth " (K-12 District)	November 6, 1967	
Seventh " (Blandford/Chester Enter)	May 27, 1968	
Eighth " (Payment Dates)	December 13, 1972	
Ninth " (Adoption of Budget)	December 26, 1973	
Tenth " (Apportionment of Costs)	May 10, 1976	
Eleventh " (Complete review)	_____, 201_	

SECTION XI - EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

~~All teachers in positions to be superseded by the establishment and operation of the Regional School District shall be given preferred consideration for similar positions in the Regional District School to the extent that such positions exist therein. Any such teacher who on the date of this contract of employment with the District is then on tenure shall continue thereafter to serve on a tenure basis.~~

SECTION XII - ASSUMPTION OF JURISDICTION BY THE REGIONAL DISTRICT SCHOOL COMMITTEE

~~The adoption of the sixth amendment of this agreement shall not affect the obligation of the member towns to provide education in kindergarten through grade six, inclusive, until such time as the Committee elects, it shall mail by registered or certified mail to the local school committees and boards of selectmen of the member towns written notice of~~

~~the date upon which the Committee shall assume jurisdiction over the pupils in kindergarten through grade six, inclusive, in the member towns. Such notice shall be mailed at least one month in advance of the date specified in the notice.~~ ~~As Amended.~~

#### SECTION XIII ADMISSION OF THE TOWNS OF CHESTER AND WORTHINGTON

~~If the amendment dated April 28, 1959 is accepted by the towns of Huntington and Montgomery, any of the towns of Chester or Worthington which prior or subsequent thereto accept this agreement as amended by such amendment (there being no other amendment) shall be thereby admitted to the Regional School District. If the town of Chester is not admitted to the Regional School District under such amendment, then the words "and Chester" in the caption preceding Section I and the words "and three members from the town of Chester" in subsection I (A) shall be deemed to be automatically stricken from this agreement. If the town of Worthington is not admitted to the Regional School District under such amendment, then the words "and Worthington" in the caption preceding Section I and the words "and two members from the town of Worthington" in subsection I (A) shall be deemed to be automatically stricken from this agreement.~~ ~~As Amended 6/4/59~~

#### SECTION XIV WITHDRAWAL OF THE TOWN OF CHESTER

~~The withdrawal of the town of Chester shall be effective if the amendment of the agreement approved by the regional district School Committee on June 6, 1960, is (1) accepted by the town of Chester by a majority vote at a special town meeting to be called and held within thirty days after the secretary of the regional district school committee delivers to the Board of Selectmen of the town of Chester a notice in writing that the regional district school committee has approved the said amendment and (2) accepted by the towns of Huntington, Montgomery, and Worthington at town meetings in accordance with subsection (B) of Section IX of the agreement.~~

~~The regional district school committee may submit the amendment to any of the towns of Huntington, Montgomery and Worthington within one year after an adverse vote in such town or towns, otherwise the amendment shall not take effect after an adverse vote in any~~

~~town. No town may reverse, rescind or amend its acceptance of the amendment once given. Acceptance of this amendment does not preclude the reentrance of Chester to the regional school district by another amendment.~~ ~~As Amended. 10/6/60~~

#### SECTION XV ADMISSION OF THE TOWN OF MIDDLEFIELD

~~The town of Middlefield shall be deemed to be a member town of the Gateway Regional School District if it is admitted to the District not later than December 1, 1962, in accordance with the terms of the agreement. If the said town of Middlefield is so admitted to the District, it shall pay to the District the sum of \$9,074.20 over a period of five years as hereinafter provided. It is agreed that the said sum of~~

~~\$9,074.20 represents the amount which the town of Middlefield would have paid through December 31, 1962, as its share of the capital costs had the said town been a member town from the date of the original establishment of the District. The said sum of \$9,074.20 shall be paid to the District as follows:~~

~~\$1,814.84 in 1963  
\$1,814.84 in 1964  
\$1,814.84 in 1965  
\$1,814.84 in 1966  
\$1,814.84 in 1967~~

~~provided, however, that each annual sum of \$1,814.84 shall be paid in four equal installments on the first day of April, June, September and November. The money so received shall be expended by the District for capital purposes, including equipment, and such expenditures~~

~~shall not be included in the amounts apportioned to the member towns under subsection (D) of Section IV of this agreement.~~

~~In addition to the amounts specified in the preceding paragraph, the town of Middlefield shall, commencing in 1963, pay its share of operating and capital costs in accordance with the terms of the agreement.~~

~~As Amended: 11/23/62~~

#### SECTION XVI — ADMISSION OF THE TOWN OF RUSSELL

~~The town of Russell shall be deemed to be a member town of the Gateway Regional School District if it votes to become a member on or before May 10, 1965, in accordance with the terms of the Agreement and amendments and if all other member towns have voted to accept the town of Russell as a member in accordance with the terms of the Agreement and amendments not later than June 1, 1965. If the said town of Russell is admitted to the District it shall pay to the District the sum of \$25,500.00 over a period of five years as hereinafter provided. It is agreed that the said sum of \$25,500.00 represents the amount which the town of Russell would have paid through August 31, 1965, as its share of the capital costs including equipment and debt service had the said town been a member town from the date of the original establishment of the District. The said sum of \$25,500.00 shall be paid to the District, as follows:~~

~~\$5,100.00 in 1965  
\$5,100.00 in 1966  
\$5,100.00 in 1967  
\$5,100.00 in 1968  
\$5,100.00 in 1968~~

~~provided, however, that the sum of \$5,100.00 payable in 1965 shall be paid on or before September 1, 1965 and that each annual sum of \$5,100.00 thereafter shall be paid in four equal installments on or before the first day of April, June, September and November. The money so received shall be expended by the District for capital purposes including equipment and debt service and such expenditures shall not be included in the amounts apportioned to the member towns under subsection (D) of Section IV of this Agreement.~~

~~If the town of Russell becomes a member of the Gateway Regional School District not later than June 1, 1965 all eligible students of grades seven through twelve shall be enrolled as students for the opening of the Gateway Regional Junior Senior High School on September 8, 1965.~~

~~Any capital costs including equipment and debt service and all other operating costs including transportation which are included in the 1965 budget after the town of Russell has become a member shall be apportioned to the town of Russell on the basis of its total number of students enrolled in grades 7 through 12 in the Russell Elementary School, the Westfield Junior High School and the Westfield Senior High School on October 1, 1964 or as printed in the Annual Report of the Town of Russell for 1964. The Town of Russell shall make payment to the Gateway Regional School District in 1965 in the manner as prescribed in the Agreement as amended, one half of its share of the 1965 budget as determined by the Gateway Regional District School Committee on or before September 1, 1965 and one half on or before November 1, 1965. Commencing in 1966 the Town of Russell shall pay its share of all operating and capital costs in accordance with the terms of the Agreement as amended.~~

As Amended: 5/18/65

## SECTION XVII — ADMISSION OF THE TOWN OF CHESTER

### (A) — Election of Members from the Town of Chester

~~Within thirty days after the admission of the town of Chester to the District, the selectmen of said town shall cause a special election to be held for the purpose of electing three persons to serve on the Gateway Regional District School Committee. Ballots shall be prepared and furnished for such election containing such nominations as may be made for such office. The proceedings in such election and qualifications of the persons to be elected shall be the same as in an annual town election. The three persons so elected shall serve until the annual town election in 1969. At the annual town election in 1969, the said town shall elect three members to serve on the Gateway Regional District School Committee, one for a term of one year, one for a term of two years, and one for a term of three years. Thereafter, in every year in which the term of office of a member expires, the said town shall, at its annual town election, elect one member to serve for a term of three years.~~

### (B) — Certain Payments to be Made by the Town of Chester

~~The town of Chester shall pay to the District the sum of \$45,000.00 as hereinafter provided. It is agreed that the said sum of \$45,000.00 represents the amount which the town of Chester would have paid through June 30, 1968, as its share of the capital costs including equipment and debt service had the said town been a member town from the date of the original~~

~~establishment of the District. The said sum of \$45,000.00 shall be paid to the District as follows:~~

~~\$9,000.00 in 1968  
\$9,000.00 in 1969  
\$9,000.00 in 1970  
\$9,000.00 in 1971  
\$9,000.00 in 1972~~

~~provided, however, that the sum of \$9,000.00 payable in 1968 shall be paid on or before September 1, 1968, and that each annual sum of \$9,000.00 due thereafter shall be paid in four equal installments on or before the first day of April, June, September and November. The money so received shall be expended for any capital costs of the District.~~

~~The town of Chester shall also pay to the District the sum of \$2,750.00 on or before September 1, 1968, as its share of the costs of preliminary planning for new school space and facilities for the District, including a Middle School and any other spaces and facilities to include all the grades from kindergarten through grade 12.~~

~~(C) Payment of Capital and Operating Costs~~

~~The town of Chester shall pay operating and capital costs to the District from July 1, 1968, to December 31, 1968. Such payment shall be in such sum as may be determined by the regional district school committee, the said sum to be determined so far as practical on the basis set forth in subsection (D) of Section IV of this agreement. One half of said sum shall be paid by the town of Chester on or before September 1, 1968 and the other half shall be paid on or before November 1, 1968. For the year 1968 and for every subsequent year, the town of Chester shall pay its share of the operating and capital costs in accordance with the terms of the agreement, as amended.~~

*As Amended, 5/27/68*

~~SECTION XVIII — ADMISSION OF THE TOWN OF BLANDFORD~~

~~(A) Election of members from the town of Blandford~~

~~Within thirty days after the admission of the town of Blandford to the District, the selectmen of said town shall cause a special election to be held for the purpose of electing two persons~~

~~to serve on the Gateway Regional District School Committee. Ballots shall be prepared and furnished for such election containing such nominations as may be made for such office. The proceedings in such election and qualifications of the persons to be elected shall be the same as in an annual election. The two persons so elected shall serve on the Gateway Regional~~

~~District School Committee until the annual town election in 1969. At the annual town election in 1969, the said town shall elect two members to serve on the Gateway Regional District Committee, one for a term of two years and one for a term of three years. Thereafter, in every year in which the term of office of a member expires, the said town shall, at its annual town election, elect one member to serve for a term of three years.~~

~~(B) Certain Payments to be Made by the Town of Blandford~~

~~The town of Blandford shall pay to the District the sum of \$36,500.00 as hereinafter provided. It is agreed that the said sum of \$36,500.00 represents the amount which the town of Blandford would have paid through June 30, 1968, as its share of the capital costs including equipment and debt service had the said town been a member town from the date~~

~~of the original establishment of the District. The said sum of \$36,500.00 shall be paid to the District as follows:~~

~~\$7,300.00 in 1968~~

~~\$7,300.00 in 1969~~

~~\$7,300.00 in 1970~~

~~\$7,300.00 in 1971~~

~~\$7,300.00 in 1972~~

~~provided, however, that the sum of \$7,300.00 payable in 1968 shall be paid on or before September 1, 1968, and that each annual sum of \$7,300.00 due thereafter shall be paid in four equal installments on or before the first day of April, June, September and November. The money so received shall be expended for any capital costs of the District.~~

~~The town of Blandford shall also pay to the District the sum of \$2,250.00 on or before September 1, 1968, as its share of the costs of preliminary planning for new school space and facilities for the District, including a Middle School and any other spaces and facilities to include all the grades from kindergarten through grade 12.~~

~~(C) Payment of Capital and Operating Costs~~

~~The town of Blandford shall pay operating and capital costs to the District from July 1, 1968, to December 31, 1968. Such payment shall be in such sum as may be determined by the~~

~~regional district school committee, the said sum to be determined so far as practical on the basis set forth in subsection (D) of Section IV of this agreement. One half of said sum shall be paid by the town of Blandford on or before September 1, 1968, and the other half shall be paid on or before November 1, 1968. For the year 1969 and for every subsequent year, the~~

~~town of Blandford shall pay its share of the operating and capital costs in accordance with the terms of the agreement, as amended. As~~

~~Amended: 5/27/68~~