

# Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

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

Jeff Wulfson  
Acting Commissioner

November 30, 2017

Kimberley Grady, Interim Superintendent  
Mt. Greylock Regional School District  
1781 Cold Spring Road  
Williamstown, MA 01267

Dear Superintendent Grady:

I am pleased to approve the expansion of your regional school district to encompass all grades PreK through 12. The amendment, recently approved by the voters of both towns, will add grades PreK through 6 to the existing 7-12 regional school district. In accordance with CMR 41.03, the effective date of the agreement change will be July 1, 2018.

I am also approving your plan, as outlined in the regional agreement, to have a period of transition from January 1, 2018 through June 30, 2018 in order to provide for an orderly conversion to a full PreK-12 regional structure.

I would like to take this opportunity to congratulate you and the members of the regional and local school committees and all those within your two communities who worked so hard to make this reorganization possible. If I or any member of this Department can be of assistance to you, please contact us at any time. Congratulations and my best wishes for your continued success.

Sincerely,

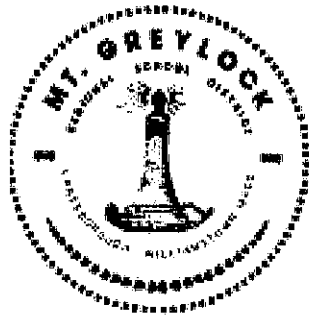
A handwritten signature in black ink that reads "Jeff Wulfson".

Jeff Wulfson  
Acting Commissioner of Elementary and Secondary Education

c: Sheila Hebert, Chair, Mt. Greylock School Committee  
Regina DiLego, Chair, Lanesborough School Committee  
Joe Bergeron, Chair, Williamsburg School Committee  
John W. Goerlach, Chair, Lanesborough Board of Selectmen  
Hugh Daley, Chair, Williamstown Board of Selectmen

# **A Regional Agreement**

## **The Towns of Lanesborough and Williamstown Massachusetts**



## **The Mount Greylock Regional School District**

Formed: 1958  
Modified: TBD

REGIONAL DISTRICT AGREEMENT  
BETWEEN THE TOWNS OF  
LANESBOROUGH AND WILLIAMSTOWN, MASSACHUSETTS  
WITH RESPECT TO THE REGIONAL SCHOOL DISTRICT  
ORIGINALLY FORMED IN 1958

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This AGREEMENT is entered into pursuant to Chapter 71 of the General Laws of Massachusetts between the towns of Lanesborough and Williamstown, hereinafter sometimes referred to as member towns. This Agreement represents the final agreement between the member towns and supersedes all prior agreements and amendments of agreements between the member towns.

### SECTION I – TYPE OF REGIONAL SCHOOL DISTRICT

The regional school district shall be called the Mount Greylock Regional School District (herein District) and shall consist of grades pre-kindergarten through twelve, inclusive. The regional district school committee (herein Committee) is hereby authorized, in its discretion, to establish and maintain state-aided vocational education in accordance with the provisions of Chapter 74 of the General Laws of Massachusetts.

### SECTION II – LOCATION OF REGIONAL DISTRICT SCHOOLS

- A. The District schools shall be the Mount Greylock Regional High School located in Williamstown; the Williamstown Elementary School located in Williamstown; and the Lanesborough Elementary School located in Lanesborough.
- B. Any new schools constructed within the district shall be located at a site or sites determined by the Committee. In order to close any school within the District, the process contained in Section XII – Amendments must be followed. In the event that a new school building is being constructed to replace one of the current buildings, an amendment to the Regional Agreement is not required.

### SECTION III – LEASE OF SCHOOLS IN MEMBER TOWNS

- A. The Town of Williamstown is hereby authorized to lease to the District all the premises and the building presently known as the Williamstown Elementary School. The Town of Lanesborough is hereby authorized to lease to the District all the premises and the building presently known as the Lanesborough 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 towns of Williamstown and Lanesborough shall separately charge the District rent in the amount of \$1.00 for each fiscal year commencing with the fiscal year next following the year in which the Committee assumes jurisdiction of the pupils in pre-kindergarten through grade six.
- B. Each of the leases shall contain provisions for shared use of the building with the Town for Town events and/or Town sanctioned events with priority being given to school events; and provisions authorizing the regional school district to insure the building, and make emergency repairs, and ordinary repairs, as required. Plans to improve, alter or remodel the leased buildings will be subject to negotiations between the Committee and the building owner-of-record Town. The District will only be responsible for ordinary

repairs up to \$5,000 for each separate repair. The Town that owns the building will be responsible for any additional amount beyond \$5,000, and will be assessed said amount through the process contained in Section VIII.

- C. Each of the leases shall contain provisions for the local town to provide mowing, landscaping and snow removal services to the outdoor property of the leased buildings, with insurance for those services covered by the local town.
- D. Outstanding bond issue for the Williamstown Elementary School is the responsibility of the Town of Williamstown. Outstanding bond issue for the Lanesborough Elementary School is the responsibility of the Town of Lanesborough.

#### SECTION IV – PUPILS

- A. Pupils Entitled to Attend the Regional School District
  - 1. The District shall accept all children who reside in the District.
  - 2. Students legally entitled to attend a pre-school program pursuant to Massachusetts General Laws shall have the right to attend the program in their town of residence. Children in grades kindergarten through six shall have the right to attend schools in their town of residence. Should parents/guardians of children in grades kindergarten through six wish to send their children to schools not in their town of residence (but within the District), intra-district choice may be made available contingent upon consistent with District policy. Intra-district choice requests shall be considered prior to allowing inter-district choice requests. The District policy will address the location of special education programs. Damage to the school building which would make a facility unusable for intended purposes would be the circumstance under which the Committee would make an exception under the process outlined in subsection 3.
  - 3. Additional exceptions may be made for specialized educational programs on the recommendation of the Superintendent and by majority vote of the Committee.
- B. Vocational and Trade School Pupils
  - 1. Any pupil 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 may be 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 member town wherein the student resides.
- C. Admission of Pupils Residing Outside the District
  - 1. The Committee may accept for enrollment in the District pupils from towns other than the member towns on a tuition basis and upon such terms as it may determine.

#### SECTION V – THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. Composition

The powers and duties of the District shall be vested in and exercised by a District committee (herein Committee). The Committee shall consist of seven members, four (4) who are to be residents of the Town of Williamstown and three (3) who are to be residents of the Town of Lanesborough.

B. Transition Period: A transition period will be in place during January 1, 2018 through June 30, 2018.

1. Appointment and Organization of the Transition Committee: Effective January 1, 2018, a seven (7) member Regional Transition School Committee, (herein Transition Committee) will be established. The Chair of the Mount Greylock Regional School Committee shall appoint four (4) members from its own membership with two (2) members from Williamstown and two (2) members from Lanesborough. The Chair of the Williamstown School Committee shall appoint two (2) members from its own membership, and the Chair of Lanesborough School Committee shall appoint one (1) member from its own membership.
  - a. The Superintendent will post and call to order the first meeting of the Transition Committee at which time the Transition Committee will elect a Chair and Vice-Chair. At the same meeting or at any other meeting, the Committee shall appoint a Treasurer and a Secretary who may be the same person but who need not be members of the Transition Committee. The Committee shall fix the time, place for its regular meetings, and provide for the calling of special meetings.
  - b. Each member of the Transition Committee will have one (1) vote, which shall not be weighted.
  - c. Any vacancies during the Transition Period will be filled in accordance with Section V(D).
2. Powers of the Transition Committee
  - a. During the Transition Period the Transition Committee 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 pre-K-12 District to be effective July 1, 2018, including but not limited to the following:
  - b. 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.
  - c. The power to establish and adopt policies for the District.
  - d. The power to employ a Superintendent, Treasurer, Business Manager and Director of Pupil Personnel Services, as well as the power to authorize the Superintendent to employ other personnel as needed.
  - e. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all of these powers being able to be exercised on behalf of the District.
  - f. The power to adopt budgets for the District for the Transition Period and for the first year of the District, and to assess the member towns for these budgets.
  - g. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the District.

- h. The power to appoint a Regional School Building Committee.
  - i. The power to develop and adopt a strategic plan for the District.
  - j. The power to appoint subcommittees.
  - k. The responsibility for transportation for the regular education students pre-K through 12 commencing January 1, 2018.
  - l. The power to determine a name and logo for the District.
  - m. All the powers and duties conferred by law upon school committees in accordance with Chapter 71, Section 16.
3. With the exception of transportation, the Transition Committee's authority as described above relates to matters which are to be effective July 1, 2018. The current 7-12 District Committee, Lanesborough Committee, and Williamstown Committee will continue to make decisions for their respective schools in regard to matters that are effective prior to June 30, 2018. Effective July 1, 2018 and until the next biennial state elections, the Transition Committee will exclusively make all decisions related to the District.
  4. The Transition Committee members will serve until the next biennial state election, and will assume full jurisdiction over the pre-K-12 District effective July 1, 2018.

C. Elections

At the first biennial election after July 1, 2018, all seats on the Transition Committee shall be considered vacant. Two (2) of the Williamstown vacancies will be for a four (4) year term, and two (2) of the vacancies will be for a two (2) year term. Two of the Lanesborough vacancies will be for a four (4) year term, and one (1) of the vacancies will be for a two (2) year term. Thereafter, all positions will be for a four (4) year term. The members shall be sworn in the next business day after the biennial state election.

Thereafter, at the biennial state elections as the term of office of the members expire, there shall be elected the required number of Committee members who are residents of the appropriate town to serve for a term of four (4) years and thereafter until their respective successors have been duly elected and qualified pursuant to M.G.L. c. 71, § 14E(3), which provides for electing members with residency requirements in district-wide elections. Each elected member shall have one (1) vote, which shall not be weighted.

D. Vacancies

If a vacancy occurs among the Committee members elected under Section V(C) or appointed under Section V(B)(1), the selectmen from both Lanesborough and Williamstown will meet together at the Mount Greylock Regional School within thirty (30) calendar days with the remaining Committee members to fill such vacancy by roll call vote. A majority of the votes of the elected officials entitled to vote shall be necessary to such election. The newly appointed Committee member will serve until the next biennial state election, at which election a successor shall be elected to serve for the

balance of the unexpired term, if any. This joint meeting will be chaired by the town moderator of the town of residence for the new appointee, and the joint meeting's chairperson will vote only to resolve tied votes.

E. Organization

The Committee shall organize and elect a chairperson and a vice chairperson from its own membership annually at the first committee meeting to be held within thirty (30) calendar days after the second Tuesday of November. At that same meeting or at any other meeting, the Committee shall appoint a treasurer and a secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairperson and the vice 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 the calling of special meetings.

F. 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 it by this agreement, and such other additional powers and duties as are specified in §§ 16 and 16I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto, now or hereafter enacted, or as may be specified in any other general law or in any applicable special law.

G. Quorum

The quorum for the transaction of business shall be a majority of the full membership of the Committee with at least one Committee member present from each member town, except a number less than a majority may adjourn the meeting.

H. Reports

The Committee shall submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method 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 District schools as may be deemed necessary by the Committee or by the selectboard of any member town. This report shall be submitted in sufficient time to be included in the annual town reports of the member towns.

## SECTION VI – TRANSPORTATION

A. The District shall provide school transportation and the cost thereof shall be apportioned to the member towns as an operating cost.

B. The member towns are hereby authorized to transfer without cost to the District any school transportation vehicles or equipment, owned by the member towns that the Committee may require for the purpose of operating and maintaining the schools.



C. During the Transition period, the Transition Committee will be responsible for regular transportation for district students according to Chapter 71, Section 16C.

## SECTION VII – BUDGET

### A. Tentative Maintenance and Operating Budget

The principal of each school building shall submit to the Superintendent and the Committee a proposed budget for such school. Each such school building budget shall be prepared with the participation of a school council established as required by M.G.L. c. 71 sec. 59C. The principal shall certify to the Superintendent that such school council is established as required by M.G.L. c. 71, sec. 59C, that the council has participated in the preparation of the school building budget and that the budget is necessary and appropriate to implement the school improvement plan prepared pursuant to M.G.L. c. 71, sec. 59C and the curriculum accommodation plan required by M.G.L. c. 71, sec. 38Q1/2 and any other applicable requirements. The Committee shall consider the submitted proposed school building budgets in its preparation of a draft district budget and shall not act upon a draft district budget until it has considered input from the school councils, school principals, the Superintendent and the public at a public meeting or regularly scheduled Committee meeting.

The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses or such other reasonable detailed classifications as the Committee may determine to be necessary.

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Service and Debt Retirement
9. Programs with Other Districts

Copies of such tentative budget shall be mailed to the chairperson of the finance committee of each member town, within seven days from the time said tentative budget has been prepared and tentatively approved by the Committee.

### B. Final Maintenance and Operating Budget

Not later than forty-five (45) days prior to the first annual town meeting among the member towns, the Committee shall in each year adopt a maintenance and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section VIII. The amounts also apportioned for each member town shall, prior to thirty (30) days after the

adoption of said budget preceding the fiscal year to which said budget relates, be certified by the District treasurer to the treasurers of the member towns and each member town shall appropriate the amounts so certified to it by a two-thirds vote of the member towns.

- C. In the event that any member town has its town meeting after May 15 of any year, then the Committee shall consider A. and B. in Section VII as if said meeting was to be held on May 14.

## SECTION VIII – APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- A. For the purpose of apportioning assessments, costs shall be divided into two categories: capital costs and operating costs.

- B. Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, restructuring, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the costs 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 costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.

- C. Operating costs shall include all costs not included in capital costs as defined in Section VIII B. but including interest on temporary notes issued by the District in anticipation of revenue. School transportation shall be provided to and from the district schools by the District for all resident eligible students as provided by law, and the cost thereof shall be apportioned to the member towns as an operating cost.

- D. Apportionment of Capital Costs

- 1. Grades 7-12

- Capital costs shall be apportioned by using each of the member town's equalized valuations and each of the member town's resident pupil enrollment in the District schools serving grades 7-12. Each town's share of the capital cost is determined by adding together the ratio that its equalized valuation bears to the total equalized valuations of all the member towns and the ratio that its resident pupil enrollment in the District schools serving grades 7-12 bears to the total resident pupil enrollments in grades 7-12 of all the member towns in the District schools and dividing this sum by two. For all capital costs consisting of the payment of principal of and interest on bonds, notes and other obligations issued to finance such capital costs, this ratio shall be calculated annually and shall be based upon the five (5) year rolling average of each of the member town's equalized valuations and the five (5) year rolling average of each of the member town's resident pupil enrollment in the District schools serving

grades 7-12 during the period in which such bonds, notes or other obligations are outstanding. For the purpose of this Section VIII D, equalized valuation shall mean the valuation of the towns as determined by the General Court for the purpose of establishing the basis of apportionment of state and county taxes (Chapter 559 of the Acts of 1945) or any such later equalized valuation enacted by the General Court; and resident pupil enrollment shall mean each member town's resident pupil enrollment in the District schools serving grades 7-12 on October 1.

2. Grades Pre-K-6

Capital costs related to District schools serving grades pre-K-6 shall be apportioned to the member town where the building is located.

E. Apportionment of Operating Costs

The District shall apportion operating 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 Lanesborough Elementary School building budget, a Williamstown Elementary School building budget and a Mount Greylock School building budget. Each building's budget will be considered net of Chapter 70 Aid, Regional Transportation Aid, Grants and other District funds as apportioned by the District per Section VIII E. 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-6 and 7-12).
  - 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-6 Foundation Enrollment divided by the town's total Foundation Enrollment.
    - ii. Mount Greylock School'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 7-12 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 Mount Greylock School's above minimum required local contribution as determined by each town's average ratio of pupil enrollment in grades seven through twelve for the preceding five years. Each town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades seven through twelve bears to the total pupil enrollment in grades seven through twelve of all the member towns in grades seven 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 five years.
  - e. Each member's minimum required local contribution in shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.
  - f. In the event of a district-wide meeting, the operating assessment will be calculated in accordance with the statutory method. Each member town will be required to meet its minimum local contribution. Any above minimum contribution required to meet the budget approved by the school committee will be apportioned to each member town consistent with the percentage of the above minimum contribution from each town in the most recent fiscal year. In the event that a district-wide vote occurs in preparation for the first fiscal year of this amended regional agreement, Lanesborough will be allocated 40.5% and Williamstown 59.5% of the above minimum contribution.
3. Apportionment of Funds/Revenue:
- a. Chapter 70 Aid and Regional Transportation Aid will each be applied to each school's budget according to the formula supplied in Appendix I.
  - b. All grant and all other District funds shall be apportioned to school budgets by the District at the District's discretion.

F. Times of Payment of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in Section VIII, of the capital and operating costs. Except as otherwise provided in Section VIII, the annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

Lanesborough

Jul 31	10%
Aug 31	20%

Sep 30	30%
Oct 31	40%
Nov 30	50%
Dec 31	60%
Jan 31	70%
Feb 28	80%
Mar 31	90%
Apr 30	100%

Williamstown

Sep 1	25%
Dec 1	50%
Mar 1	75%
Jun 1	100%

SECTION IX – INCURRING OF DEBT

Pursuant to M.G.L. c. 71, § 16(d), not later than seven (7) 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 board of selectmen in each member town.

SECTION X – ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

By an amendment of this agreement adopted under and in accordance with Section XII below, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such an amendment. The admission of an additional town may only occur on July 1 of any given year. The petitioning town must notify the District at least twelve (12) months prior to the requested admission date.

SECTION 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 towns 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 including, but not limited to, Other Postemployment Benefits (OPEB) and/or pension liabilities 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 at least twelve (12) months in advance of the requested withdrawal date 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 Section XI 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 an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and subject to the Commissioner of Elementary and Secondary Education's (herein Commissioner) approval. Any withdrawal may only take place at the end of a fiscal year.

C. Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal, 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 accordingly.

D. Money received by the District from the withdrawing town for payment of funded indebtedness and 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 at least \$5,000,000.

## SECTION XII – AMENDMENTS

A. Limitation

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 XI), may be initiated by a two-thirds 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 and amendment (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 and amendment. 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, and subject to the Commissioner's approval.

All amendments to this regional agreement must be presented to the Commissioner in a timely manner prior to scheduled town votes. All amendments, including an amendment to add a new member town or to provide for the withdrawal of an existing member town, are subject to the approval of the Commissioner after the member towns' approval. A new member town may be admitted to, or an existing member town may withdraw from, the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission or withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.

**SECTION XIII – RETIREE COSTS**

For those employees who retired from the the Town of Lanesborough or the Town of Williamstown prior to the effective date of this agreement, the employer's share of the applicable retiree health insurance premiums and pension will be paid for by the employer of record as of the date of retirement (i.e., the Town of Lanesborough or the Town of Williamstown). If an employee worked for the Lanesborough Elementary School or Williamstown Elementary School prior to the formation of the Pre-K - 12 region and subsequently retirees from the Pre-K – 12 region at a later date, the employer's share of the applicable retiree health insurance premiums and pension will be paid for by the District.

This Agreement was approved at Annual or Special Town Meetings held by:

Town of Lanesborough on the 14<sup>th</sup> Day of November, 2017

As Certified by the Town Clerk of Lanesborough on this

and the

Town of Williamstown on the 14<sup>th</sup> Day of November, 2017

As Certified by the Town Clerk of Williamstown on this.

Signed:

Town of Williamstown

Mary Courtney Kennedy  
Town Clerk

H D J  
Board of Selectmen, Chairperson

Sheila Hebert  
Mount Greylock Regional School Committee Chairperson

Jeff Wilson  
Commissioner of Elementary and Secondary Education

Town of Lanesborough

Ruth A. Krupar  
Town Clerk

J. Gould  
Board of Selectmen, Chairperson

11/30/2017

Date



APPENDIX I – APPORTIONMENT OF CHAPTER 70 AND REGIONAL  
TRANSPORTATION AID

Inputs to the formula:

- Total Chapter 70 Aid / Regional Transportation Aid provided to the District (AID)
- Lanesborough Equalized Valuation (LEQV)
- Williamstown Equalized Valuation (WEQV)
- Lanesborough Elementary School Foundation Enrollment (LFE)
- Williamstown Elementary School Foundation Enrollment (WFE)
- Mount Greylock Middle & High School Foundation Enrollment (MGFE)

For the purpose of the formula, equalized valuation shall mean the most recently published valuation of the towns as determined by the General Court for the purpose of establishing the basis of apportionment of state and county taxes (Chapter 559 of the Acts of 1945) or any such later equalized valuation enacted by the General Court.

For the purpose of the formula, foundation enrollment shall mean the enrollment reported to the state for the purpose of determining Chapter 70 for the given fiscal year, further broken down by school for the purpose of this formula via the following: if a person is the financial responsibility of the district and they are (or could/should be in the case of sending choice, tuition or out-of-district placement) a student of the relevant building, they are a part of the foundation enrollment for the building.

Lanesborough Elementary School Percentage of Aid:

$$36.9758 - (47.8921 * LEQV) + (0.0312752 * LFE) - (0.036852 * MGFE) + (26.2704 * WEQV) - (0.0260593 * WFE) = LES \% \text{ of AID}$$

Williamstown Elementary School Percentage of Aid:

$$24.769 + (13.4849 * LEQV) - (0.0145133 * LFE) + (0.0107294 * MGFE) - (8.69672 * WEQV) + (0.0101107 * WFE) = WES \% \text{ of AID}$$

Mount Greylock Middle & High School Percentage of Aid:

$$38.2552 + (34.4071 * LEQV) - (0.0167619 * LFE) + (0.0261226 * MGFE) - (17.5737 * WEQV) + (0.0159486 * WFE) = MG \% \text{ of AID}$$