

Amended effective July 1, 2010
Amended effective February 13, 2014

Adopted by the Hamilton-Wenham Regional
School District Committee 4/27/00
(Adopted by Town of Hamilton 5/15/00)
(Adopted by Town of Wenham 5/6/00)

Adopted by Town of Hamilton 5//20/10
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AMENDMENT
TO AGREEMENT BETWEEN
THE TOWNS OF
HAMILTON AND WENHAM
WITH RESPECT TO THE
ESTABLISHMENT OF A REGIONAL SCHOOL DISTRICT
RESTATING THE PROVISIONS OF SAID AGREEMENT

**AMENDMENT TO AGREEMENT BETWEEN THE TOWNS OF HAMILTON AND
WENHAM WITH RESPECT TO THE ESTABLISHMENT OF A REGIONAL
SCHOOL DISTRICT RESTATING THE PROVISIONS OF SAID AGREEMENT.**

The Agreement entered into pursuant to Chapter 71 of the Massachusetts General Laws, as amended, between the Towns of Hamilton and Wenham (together with any other towns added under Section VII hereof), hereinafter sometimes referred to as the Member Towns, is hereby amended in its entirety to read as follows:

In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL SCHOOL COMMITTEE

(A) NAME

The District shall be called the Hamilton-Wenham Regional School District, hereinafter referred to as the District.

(B) COMPOSITION

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee; hereinafter referred to as the Committee. The Committee shall consist of nine (9) members. All members of the Committee shall serve until their respective successors are elected and qualified.

(C) ELECTION OF MEMBERS

Members of the Committee shall be elected by all the voters of the District at an annual district election. The term of office of each member elected at the

annual district election shall be three (3) years. Except hereinafter provided in Subsection I (F), the annual district election shall be held on a day in May as selected by vote of the Committee adopted at least 90 days prior to the day so selected, which day shall not be the same as the day on which the annual town election is to be held in any member town.

(D) NOMINATIONS

Candidates for election to membership on the Committee shall be nominated by filing with the secretary of the District nomination papers which have been signed by at least forty registered voters of one or more of the member town. Such papers shall be filed not less than forty-five nor more than ninety days before the annual district election or, if the annual district election be held in more than one session, before the first session thereof. The District secretary shall annually post in at least one public place in each member town and publish in a newspaper of general circulation in the District a notice stating the dates between which nomination papers may be filed and the number of vacancies to be filled, said posting and publishing to be at least one week prior to the first date on which nomination papers may be filed. Forthwith upon receipt of nomination papers, the District secretary shall verify that such papers have been signed by the required number of registered voters using the voting lists furnished to said secretary by the registrars of voters of each member town. If the District secretary shall determine that such papers have been signed by the required number of registered voters, the candidate shall then be deemed duly nominated. In lieu of filing nominations papers, an elected member of the Committee may, within the period prescribed above, file with the secretary a written declaration of intent to be a candidate for reselection and shall thereupon be deemed duly nominated.

(E) CALLING AND CONDUCT OF DISTRICT ELECTION

Annual district elections held under this section shall be called by a warrant which shall be addressed to the registered voters of the member towns

and signed by a majority of the members of the Committee and which shall set forth the date or dates of the election, the polling place or places in each town, the hours at which the polls will be opened and closed in each town, and the number of members who are to be elected. Notice of the election shall be given by posting a copy of the warrant attested by the secretary of the Committee in at least on public place in each member town and by publishing a copy thereof at least once in a newspaper of general circulation in the District at least seven (7) days before the election or, if said election be held in more than one session, before the first session thereof. A certificate of the secretary shall be conclusive evidence of the posting and publication of the warrant. If the election is held on a single day as provided in Subsection I (C), the number and location of the polling place or places in each town shall be determined by the Committee after consultation with the Selectmen thereof, and the hours during which all the polls in the District are open shall be uniform throughout the District and shall be not less than eight nor more than thirteen consecutive hours. The Committee shall be responsible for preparing the ballots used at the election and said ballots shall not state the address or town or residence of any candidate. After the votes cast in a member town have been counted, the town clerk of such town shall certify the results of the election to the Committee which shall tabulate such results at a meeting of the Committee; and the chairman of the Committee shall thereupon announce the names of the persons elected to membership on the Committee. Thereafter the certifications of the town clerks and the tabulations of the Committee shall be kept by the secretary with the records of the District. Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the District secretary or by the town clerk of the town in which they reside, and in each case a record of such oath shall be made and kept by the secretary or delivered to the secretary by the town clerk. Except as provided in this Agreement, the annual district election shall be conducted in each town in the same manner as town meetings for the election of town officers. The expenses of that part of an election under this section which is conducted in a member town shall be borne by such town.

(F) DISTRICT ELECTIONS COINCIDING WITH TOWN ELECTIONS

Notwithstanding the provisions of Subsection I (C) and I (E), in any year in which the annual town election of any member town is to be held on a day which is not more than twenty-one days following the day on which the annual

town election is to be held in the other member town, the annual district election shall be held in two sessions on those two days and said sessions collectively shall be deemed to constitute the annual district election. In the event the annual district election is to be held in two sessions as aforesaid, the day, location and number of polling places and the hours during which the polls shall be open at the session held in each member town shall be the same as for the annual town election in such town, but the names of the candidates for election to the Committee shall be contained on a separate ballot. Neither the address nor the town of residence of any candidate for election to the Committee shall be stated on said ballots. Upon the completion of the voting at the first session, the ballots cast for election to the Committee shall not be counted, but shall forthwith be packaged and sealed, impounded, and held in a safe place in the custody of the town clerk where they shall not be inspected or made available for inspection by anyone until the polls have closed at the second session. Upon completion of the voting at the second session, the ballots cast at each session of the annual district election shall be counted and the results certified to the Committee by the town clerks as provided in Subsection I (E).

(G) ORGANIZATION

At the first regular meeting of the Committee following the annual district election in each year, commencing in the year in which the members have been first elected as provided in Subsection I (C), the Committee shall organize and choose by ballot a chairman and a vice-chairman from its own membership. At the same meeting or at any other meeting, the Committee shall appoint a secretary and a treasurer who may be the same person, but who need not be members of the Committee and such other officers as it deems advisable and determine the terms of office for its officers (except the chairman and vice chairman who shall be elected as provided above).

(H) VACANCIES

If a vacancy occurs on the Committee, such vacancy shall be filled by appointment by the Board of Selectmen of the town from whose membership the vacancy occurred, and the remaining members of the Committee, acting jointly. The person so appointed shall be a resident of the town from which the vacancy

occurred and shall serve only until the next annual district election, at which election a successor shall be elected to serve the balance of the unexpired term if any.

(I) QUORUM

A majority of the Committee shall constitute a quorum, but a lesser number may adjourn any meeting from time to time.

(J) POWERS AND DUTIES

The Committee shall have all the powers and duties conferred and imposed upon regional district school committees by law and by this Agreement and any amendment or additions thereto or as may be conferred and imposed upon it by any applicable general or special law.

(K) AMENDMENT TO REGIONAL SCHOOL AGREEMENT

The agreement between the Towns of Hamilton and Wenham with respect to the establishment of a Regional School District Section 1 Paragraph (B) shall be revised to read as follows:

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereinafter referred to as the Committee. All members of the Committee shall serve until their respective successors are elected and qualified. The Committee, which consisted of nine (9) members as of January 1, 2014, shall be reduced as follows to seven (7) members having staggered terms:

(a) Notwithstanding Section 1, Paragraph (H), no vacancies on the Committee shall be filled unless such vacancy would reduce the number of members below seven (7).

(b) At the district election in 2015, the number of members to be elected shall be such as to bring the Committee to a total of (8) member. Notwithstanding the preceding sentence, if vacancies reduce the number of members to seven (7) prior to the 2015 election, then the number elected in 2015 shall be such as to bring the Committee to a total of seven (7).

(c) At the district election in 2016, the number of members to be elected shall be such as to bring the Committee to a total of seven (7) members.

(d) thereafter the seven (7) MEMBERS OF THE Committee shall be elected in staggered terms, such that every third year three (3) members shall be elected and in all other years two (2) members shall be elected.

SECTION II: TYPE OF REGIONAL SCHOOL DISTRICT

The regional school district shall consist of all grades, Pre-Kindergarten through Twelve. The Committee may establish and maintain vocational education courses, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws and any amendments or additions thereto.

SECTION III: LOCATION AND LEASING OF SCHOOL FACILITIES

(A) LOCATION

Any new facility constructed for the purpose of accommodating pupils primarily from a particular member town shall be located in such town. Any new school facility constructed for the purpose of accommodating pupils in one or more grades from both member towns shall be located within the geographical limits of the District. The District shall at all times maintain at least one school facility in each member town.

(B) LEASING

The Town of Wenham is hereby authorized to lease to the Regional School District all the premises and buildings presently known as the (a) the Center School Building and (b) the Bessie Buker School.

The Town of Hamilton is hereby authorized to lease to the Regional School District all the premises and buildings presently known as the (a) the

Winthrop School, and (b)the Cutler School.

Each of the leases authorized above shall be for a term of twenty (20) years and the term shall commence on the date when the Committee assumes jurisdiction of the pupils in the grades served by said schools. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty (20) years, renewable at any time during the term, at the option of the Committee. Each such lease shall automatically terminate, and the use of the building so leased shall revert back to the town from which it was leased in the event that the Committee decides that such building is no longer needed for the educational program of the District. Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter or remodel any of the leased buildings. No rental shall be charged to the District by any of the member towns. 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 District, respectively.

The unpaid balance on the outstanding bonds (school bonds authorized for the purpose of constructing or improving the above-mentioned facilities) at the time of leasing of said buildings and facilities shall remain the obligation of the member towns.

SECTION IV: APPORTIONMENT AND PAYMENT OF COSTS

(A) DEFINITION OF COSTS

For the purpose of apportioning assessments levied by the District against the member towns, cost shall be divided into three categories; capital costs, special operating costs and operating costs.

(1) Capital Costs

Capital costs shall include any item of expense in the nature of capital outlay the cost of which in any one fiscal year exceeds \$25,000, such as the cost of acquiring by purchase, lease or otherwise land, buildings or equipment, the cost of construction, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewage treatment and disposal facilities, and any premises related to the foregoing, in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.

(2) Special Operating Costs

Special operating costs shall include the net cost of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district, comprehensive school program in any of the grades PreK-12, inclusive.

(3) Operating Costs

Operating costs shall consist of all costs of the District other than capital costs and special operating costs.

(4) Operational Audit

An operational audit shall be conducted, within six (6) months after the approval of the amendment to the Agreement by the member towns by an independent, outside audit firm, to be chosen collectively by the Board of

Selectmen of the member towns, to conduct a complete and full Audit. The two Boards of Selectmen shall formulate and issue a Request for Proposal, upon consultation with the Citizen Petitioners, consisting of the specific areas to be examined by the Operational Audit to be drawn from the general areas as follows: the school facilities, the school budget, the proposed Capital Costs, Special Operating Costs and the Operating Costs, the personnel, and any and all other operational aspects of the Regional Schools; with a complete copy of the Operational Audit to be filed with the Board of Selectmen of each of the member towns and to be made available to the citizens of each of the member towns, at their request, within sixty (60) days of the completion of the Operational Audit. The Superintendent of Schools or the School Committee shall, within sixty (60) days of receipt of the Operational Audit, report to the Board of Selectmen, at an advertised Public Hearing, their response to the recommendations made in the Operational Audit. The costs and expenses of such Operational Audit shall not exceed the sum of Ninety Thousand and 11/100 (\$90,000.00) Dollars and shall be paid by the member towns according to the current fiscal year rolling average assessment percentage as follows: (1) by the Town of Wenham, 32.68%; and (2) by the Town of Hamilton, 67.32%.

(B) APPORTIONMENT OF CAPITAL COSTS

All capital costs apportioned for the fiscal years commencing on and after July 1, 1983 shall be apportioned among the member towns on the basis of each town's pupil enrollment on October 1 of the three preceding fiscal years. Each member town's share for each such fiscal year shall be determined by computing to the nearest one hundredth of one percent the ratio which that town's aggregate pupil enrollment in the regional district schools on October 1 of the three fiscal years next preceding the commencement of the fiscal year for which the apportionment is determined bears to the aggregated total pupil enrollment from all the member towns on the same three dates.

The provisions of the foregoing paragraph shall apply to the apportionment of capital costs consisting of payments of principal and interest on bonds, notes or other evidences of indebtedness authorized by vote of the Committee before January 1, 1995. All other capital costs shall be apportioned annually to the member towns, one-half on the basis of each town's pupil

enrollments on October 1 of the three preceding fiscal years and one-half on the basis of the total of each town's assessed valuations for the three fiscal years preceding the fiscal year for which the apportionment is determined. Each member town's share for each fiscal year shall be determined by computing to the nearest one-hundredth of one percent the sum of (1) one-half of the ratio which that town's aggregate pupil enrollment in the regional district schools on October 1 of the three fiscal years next preceding the beginning of the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all of the member towns on the same three dates and (2) one-half of the ratio, which the total of the assessed valuations used for the purpose of computing that town's tax rates for the three fiscal years preceding the fiscal year for which the apportionment is determined bears to the aggregate total of the three assessed valuations so determined for all the member towns.

For the apportionment of Capital Costs authorized by vote of the Committee after January 1, 2000, all such Capital Costs shall be allocated on the same basis as Operating Costs.

Provided, however, that the Committee shall consider the circumstances at the time of any proposed debt and may initiate, for acceptance by the member towns as provided in Section VI, an amendment to this Agreement calling for some other apportionment formula for the specific capital cost.

(C) APPORTIONMENT OF SPECIAL OPERATING COSTS

Special operating costs shall be apportioned to the member towns on the basis of the ratio which the enrollment of pupil hours of residents of each member town in courses described in paragraph 2 of Subsection IV(A) for the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from residents of all member towns on such dates. Enrollment in such courses shall be determined on the basis of those pupils enrolled in each of the said courses as of the first Tuesday after the first Monday of the week that said courses commence.

(D) APPORTIONMENT OF OPERATING COSTS

Operating Costs apportioned to each of the Member Towns for fiscal years commencing on and after July 1, 2000 shall be determined as follows:

- (1) The District shall determine its net allocation of Operating Costs, which shall be the District's total operating budget, net of any estimated state assistance for Operating Costs of the District and any other funds applied thereto. Operating Costs shall then be allocated to each of the Member Towns on the basis of each such Member Town's average enrollment in the District determined as of October 1 of each of the last three years immediately preceding the fiscal year for which such allocation is to be determined.

- (2) The District shall determine the allocation of Capital Costs with respect to indebtedness issued by the District after January 1, 1985 and prior to the July 1, 2000 of this amendment, as if such allocation had been made on the same basis as Operating Costs as set forth in paragraph one of this section (net of any estimated state assistance for Capital Costs). If the resulting calculation results in an allocation of these Capital Costs that differs from the calculation of the actual allocation of these Capital Costs otherwise called for by the terms of the Agreement in effect at the time that the indebtedness was issued, then the difference between the two calculations shall be added or subtracted, as appropriate, to each Member Town's allocated share of Operating Costs.

(D) TIMES OR PAYMENT OF APPORTIONED COSTS

a. Capital Costs

At least fifteen (15) days before the date on which any indebtedness (consisting of interest or principal and interest on bonds or notes) incurred by the District to finance capital costs is payable, each member town shall pay to the District its respective share of the amount which is so payable by the District on said date. All other capital costs not consisting of

payments on account of indebtedness as aforesaid shall be paid in the same manner as operating costs.

b. Special Operating Costs and Operating Costs

Each member town shall pay to the District in each fiscal year its proportionate share, determined as provided in Subsections IV(C) and IV (D), of the special operating costs and operating costs. The annual share of each member town shall be paid in twelve (12) equal installments at such time that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth day of the first month of the fiscal year.

SECTION V: TRANSPORTATION

School transportation shall be provided by the Regional School District in accordance with the General Laws, and the cost thereof shall be apportioned to the member towns as an operating expense.

SECTION VI: AMENDMENTS

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.

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 VIII), may be initiated by a majority vote of all the members of the Committee or by a petition signed by ten percent (10%) of the registered voters of any one of the member

towns. In the latter case, said petition shall contain at tend 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 special town meeting called for this purpose, an article stating the proposed amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VII: ADMISSION OF ADDITIONAL TOWNS

By an amendment of this Agreement adopted under and in accordance with Section VI above, 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 amendment.

SECTION VIII: WITHDRAWAL

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 (l) 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, and (3) that lease or leases on any schools leased to the District by the withdrawing town shall be terminated and the amendment providing for withdrawal of such town shall provide for any adjustments in the apportionment of payment of capital costs or payments to be made to the District on account of improvements made by it to the leased premises. 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 (enclosed 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 the first paragraph of Section VI. 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 special town meeting called for this purpose, an article stating the proposed amendment 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. The withdrawing town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made net prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in Subsection IV (B), or as may be otherwise provided in the amendment providing for such withdrawal.

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who reside in the withdrawing town shall terminate.

Money received by the District from the withdrawing town for payment of

funded indebtedness or interest thereon shall be used only for such propose and until so used shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of regional school district.

SECTION IX: AUTHORIZATION OF DEBT

The incurring of indebtedness by the District, other than temporary debt in anticipation of revenue, shall be authorized pursuant to the provisions of Chapter 71, Section 16(d), of the General Laws and this Section IX, and no such debt shall be incurred unless written notice of the amount of the debt and the general purposes for which it was authorized shall be given to the board of selectmen of each member town, nor until the expiration of sixty days from the date on which the Committee votes to authorize said debt. If, during said sixty-day period, any member town holds a town meeting for the purpose of expressing approval or disapproval of the proposed indebtedness and less than two-thirds of the voters present and voting at said meeting vote to approve the amount of the indebtedness authorized by the Committee, such debt shall not be incurred.

SECTION X: BUDGET

Not less than thirty days prior to the date on which the Committee adopts its final budget for the ensuing fiscal year, the Committee shall annually prepare a tentative operating and maintenance budget including therein provision for any installment of principal or interest to become due in such year on any bonds, notes or other evidence of indebtedness of the District. The said budget shall be in reasonable detail, including the amounts payable under the classification of expenses as recommended by the Massachusetts Department of Elementary and Secondary Education. Copies of such tentative budget shall be mailed to the chairman of the

finance or advisory committee and the chairman of the board of selectmen of each member town. Additional copies of such tentative budget shall be made available at the office of the Superintendent of Schools of the District for examination by the public during normal business hours.

Not later than fifteen days following the date on which copies of the tentative operating and maintenance budget are mailed to the chairman of the finance and advisory committee and the chairman of the board of selectmen of each member town as aforesaid, the Committee shall hold a public hearing with in the District, after posting in at least two public places in each member town, at least seven (7) days in advance of the hearing, a notice stating the time, place and purpose of the hearing and giving such further notice as may be required by law. At such hearing, the Committee shall adopt an annual operating and maintenance budget on or before the latest date therefore permitted by law, but in no event later than March 31. Said budget shall include debt and interest charges and other capital costs as separate items, for the ensuing fiscal year, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Subsection (B), (C) and (D) of Section IV. The amounts so apportioned to each member town shall, not later than thirty days following adoption of the final annual budget, be certified by the District treasurer to the treasurer of such member town, and each member town shall, at its next annual town meeting, appropriate the amounts so certified to it.

The District shall in each month mail to the chairman of the finance or advisory committee and the chairman of the board of selectmen of each member town a copy of its more recent monthly financial statement.

SECTION XI: TUITION STUDENTS

The Committee may accept for enrollment in the regional district schools pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV (D) to the member towns.

SECTION XII: EMPLOYMENT OF TEACHERS

Any teacher whose position is superseded by reason of the establishment and operation of the District and is serving at the discretion (tenure) of a local school committee of a member town on the June 1 next preceding the year in which the District assumes jurisdiction of the pupils in the grades being taught by such teacher, shall be employed by the Committee to serve at its discretion (on tenure). Any teacher in any of the grades from Pre-Kindergarten through Grade Twelve who is employed by a local school committee of a member town on the June 1 next preceding the year in which the District assumes jurisdiction of the pupils in the grades being taught by such teacher, shall be given preferred consideration for a similar position in the District schools to the extent that such positions exist.

SECTION XIII: EFFECTIVE DATE AND JURISDICTION

This amended Agreement shall take effect upon the affirmative vote of each of the Towns of Hamilton and Wenham at town meeting held in each such town, and shall thereupon supersede the District Agreement executed as of May 2, 1959, as amended through 1995 and in 2000. This Amendment shall become effective on July 1, 2010, providing that this Amendment has been approved by the Committee, accepted by the Member Towns, and approved by the Commissioner of Elementary and Secondary Education.