

[Language suggested by KP Law is highlighted in yellow.]

[Language requested by Regional Agreement Committee is highlighted in green.]

[Language requested by DESE is highlighted in blue.]

May 23, 2019b

AGREEMENT AMONG THE TOWNS OF BLANDFORD, CHESTER, HUNTINGTON,  
MIDDLEFIELD, MONTGOMERY, and RUSSELL, 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 (hereinafter referred to as "member towns"). In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION 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).
- (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 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.

SECTION II THE REGIONAL DISTRICT SCHOOL COMMITTEE

- (A) Powers, Duties and Composition

The powers and duties of the District shall be vested in and exercised by a Committee. The Committee shall consist of the following: 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.

(B) Membership

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.

(C) In accordance with MGL Chapter 71, Section 14E(4), as amended, on the July 1 in the year first following the acceptance of this Agreement 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 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 Selectmen (hereinafter known as the "Selectboard") 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.

(E) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon School Committees by any applicable general or special law, including, but not limited to MGL, Chapter 71, Sections 16 to 161, inclusive, as amended, and as conferred and imposed upon the Committee by this Agreement.

(F) Organization

At the first regular meeting of the Committee, following the last member town election held in each year, the Committee shall vote to elect a 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 choose such other officers as it deems advisable, determine the terms of office of its officers (except the 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.

(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 constitute a quorum, but a lesser number may adjourn.

SECTION III STUDENTS

(A) Students Entitled to Attend the Regional District Schools

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

(B) Admission of Students Residing Outside the District

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

(C) Vocational and Trade School Students

Any student 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 resides, provided, however, that nothing contained herein shall prevent the District from including such costs in its operating budget and assessing the towns involved for such costs.

SECTION IV LOCATION AND LEASE OF REGIONAL SCHOOLS

(A) Location of Schools

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 determines that need exists and it is feasible to do so. 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, said building and the land may be returned to the town in which it is located. 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.

## 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) **weighted** 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) **weighted** vote of the Committee, must be approved by a simple majority vote at all 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 Selectboard 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. The proposed amendment shall be effective if it is approved by two-thirds (2/3) of the local appropriating authorities **and by the local appropriating authority of any member town whose assessment is increased.** If a town takes no action within forty-five (45) days, this is construed as approval. [CMR 41.05 (5) (a)]

SECTION 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, 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 related to the transportation 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. (e.g., interest, tuition payments, fees, etc.)
- (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 District 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. The remaining amount shall be allocated to the towns based on each town's proportionate share of **District** enrollment on March 1 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 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 **which will become** 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.

**(3) Committee Budget Vote**

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

**(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 **any contrary provisions** 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%

#### 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) weighted vote, will choose either the process that appears in MGL, Chapter 71, Section 16 (d) or Section 16 (n), as amended. The default method to incur debt outlined in subsection (d) will be used in the event the choice of (d) or (n) is not approved by a two-thirds (2/3) weighted vote of the Committee.
- (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 Selectboard 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 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 in accordance with Section VI of this Agreement.

#### SECTION 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. 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 X 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 to the extent possible upon compliance with such provisions of law and regulations, including, but not limited to, 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\*.



## 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 town may withdraw from the District.

(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 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.

(C) Obligations of Member Towns

Withdrawal is contingent on: (1) 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.~~

In the event of the withdrawal of a member town from the District, any leases of land or buildings in the withdrawing town, including any lease entered into subsequent to the acceptance of this Agreement, 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 Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased and the weighted votes redistributed accordingly.

**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 Selectboard). 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: \_\_\_\_\_