

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

Established July 11, 1957

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

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

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SECTION I THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Powers, Duties and Composition

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereinafter sometimes referred to as the Committee. The Committee shall consist of the following: three members from the Town of Huntington, two members from the Town of Middlefield, two members from the Town of Montgomery, three members from the Town of Russell, and three members from the Town of Chester, and two members from the Town of Blandford. Members shall serve until their respective successors are elected or appointed and qualified.

Russell 3/16/13 9:06 PM  
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As

Amended.

(B) Continuation of Members

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

members shall terminate upon the election and qualification of successors as provided in subsection (C) of Section I.

As Amended.

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(C) Membership

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

As Amended.

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(D) Vacancies

If a vacancy occurs among the members elected under subsection (C) of Section I, the selectmen and remaining Committee members from the town involved, acting jointly, shall appoint a member to serve until the next annual town election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. As Amended.

(E) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon School Committees by law and conferred and imposed by this agreement, and such other additional powers and duties as are specified in Sections 16 to 161, 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 applicable general or special laws. As Amended.

(F) Organization

Promptly upon the appointment and qualification of the initial members and annually thereafter upon the election or appointment and qualification of successors, the Committee shall organize and choose by ballot a chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the

Chairman 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. As Amended.

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SECTION II LOCATION OF REGIONAL SCHOOLS

(A) Location of Schools

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

(B) Lease of Schools in Member Towns

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

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**Deleted:** The town of Worthington is hereby authorized to lease to the regional school district all the premises and the building presently known as the Russell H. Conwell School.

construction of a leased school. The annual rental shall be equal to the amount of principal and interest which each respective town shall be obligated to pay on such outstanding bonds

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

As Amended.

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SECTION III TYPE OF REGIONAL DISTRICT SCHOOL

- (A) The regional school district shall include all grades from kindergarten through grade twelve.

As Amended.  
11/6/1967

- (B) The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereto or dependent thereon.

- (C) The Committee is hereby authorized, in its discretion, to accept post graduate students, resident in member towns, and to establish appropriate tuition amounts to be included in budget assessments provided such post graduate students were enrolled on October first of the year preceding the year for which the apportionment is determined. As Amended.

3/8/65

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- (A) Classification of Costs

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

- (B) Capital Costs  
Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost

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

- (C) Operating Costs  
Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.
- (D) Apportionment of Capital and Operating Costs  
Capital and operating costs shall be apportioned annually for the ensuing fiscal year on the basis of each member town's public school population. For the purposes of this subsection,

public school population shall be defined as the number of children residing in a member town and receiving education at the town's expense. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's public school population on March 1 of the fiscal year preceding the fiscal year for which the apportionment is determined bears to the total public school population from all the member towns on the same date. In computing a town's public school population, the pupils referred to in subsection (D) of Section X shall be excluded.

As Amended.  
5/10/76

- (E) Times of Payments of Apportioned Costs  
The fiscal year and times or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word year or fiscal year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District.

Notwithstanding the provisions of Section IV (E) of this Agreement, the dates on or before which the respective percentages of the annual share of costs of the District apportioned to each member town shall be paid as follows:

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

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

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

This section shall be effective only to the extent that Chapter 849 of the Acts of 1969 as amended shall be in effect.

As Amended.  
12/13/72

SECTION V BUDGET

- (A) Within sixty days after the Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the chairman of the Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town, for its consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of said budget shall be apportioned to the member towns according to the provisions

of Section IV hereof. The treasurer shall certify to each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be or may have been appropriated by each member town for such purpose.

(B) Maintenance and Operating Budget

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

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

The Committee shall apportion to the member towns the amounts necessary to be raised in order to meet said annual budget in accordance with the provisions of Section IV. The District treasurer shall, within 30 days from the date on which the annual budget is adopted by the regional district school committee, but not later than April 30, certify to the treasurer of each member town the total amount so apportioned to that town and each town shall be liable for and shall appropriate the amount so certified to it.

As Amended.

SECTION VI TRANSPORTATION

School Transportation shall be provided by the Regional School District and the cost thereof shall be apportioned to the member towns as an operation cost.

SECTION VII AMENDMENTS

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(A) Limitations

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

(B) Procedure

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

SECTION VIII ADMISSION

By an amendment of this agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the Regional School District upon



adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable, and such terms as may be set forth in such amendment.

SECTION IX WITHDRAWAL

(A) Limitations

The withdrawal of a member town from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

(B) Procedure

The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection VII (A). The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the amendment of the substance thereof. Such amendment shall

take effect upon its acceptance by all of the member towns, acceptance by each town to be a majority vote at a town meeting as aforesaid.

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- (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) Payments of Certain Capital Costs Made by a Withdrawing Town  
Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.
- (E) Apportionment of Capital Costs After Withdrawal  
The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the share of any towns which have withdrawn shall be apportioned to the remaining participating towns in the manner provided in subsection IV (D) and any amendments which may be made thereto. As Amended.

SECTION X STUDENTS

- (A) Students Entitled to Attend the Regional District Schools  
The regional school district shall accept all children residing in the District who are entitled to attend the public schools. As Amended.
- (B) Permission to Certain Students to Attend High Schools Outside the District  
At the discretion of the local School Committee, any member town in which reside students who attend high school outside the District on a tuition basis at the time the Regional District School is opened may continue on a tuition basis such of those students who in ordinary course would be graduated within one year from the time the Regional District School is opened.
- (C) Admission of Pupils Residing Outside the District

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

(D) Vocational and Trade School Pupils

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 of hereafter provided for by law and the cost of tuition for attending such a school and the

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cost of transportation, when necessary, shall be borne by the town in which the pupil resides, provided, however, that nothing contained herein shall prevent the regional school district from including such costs in its operating budget and assessing the towns involved for such costs.

SECTION XI EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

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

SECTION XII ASSUMPTION OF JURISDICTION BY THE REGIONAL DISTRICT SCHOOL COMMITTEE

The adoption of the sixth amendment of this agreement shall not affect the obligation of the member towns to provide education in kindergarten through grade six, inclusive, until such time as the Committee elects, it shall mail by registered or certified mail to the local school committees and boards of selectmen of the member towns written notice of the date upon which the Committee shall assume jurisdiction over the pupils in kindergarten through grade six, inclusive, in the member towns. Such notice shall be mailed at least one month in advance of the date specified in the notice.

As Amended.

SECTION XIII ADMISSION OF THE TOWNS OF CHESTER AND WORTHINGTON

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

agreement. If the town of Worthington is not admitted to the Regional School District under such amendment, then the words "and Worthington" in the caption preceding Section I and the words "and two members from the town of Worthington" in subsection I (A) shall be deemed to be automatically stricken from this agreement.

As Amended.  
6/1/59  
1/4/74

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SECTION XIV WITHDRAWAL OF THE TOWN OF CHESTER

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

The regional district school committee may submit the amendment to any of the towns of Huntington, Montgomery and Worthington within one year after an adverse vote in such town or towns, otherwise the amendment shall not take effect after an adverse vote in any town. No town may reverse, rescind or amend its acceptance of the amendment once given. Acceptance of this amendment does not preclude the reentrance of Chester to the regional school district by another amendment. As Amended. 10/6/60

SECTION XV ADMISSION OF THE TOWN OF MIDDLEFIELD

The town of Middlefield shall be deemed to be a member town of the Gateway Regional School District if it is admitted to the District not later than December 1, 1962, in accordance with the terms of the agreement. If the said town of Middlefield is so admitted to the District, it shall pay to the District the sum of \$9,074.20 over a period of five years as hereinafter provided. It is agreed that the said sum of \$9,074.20 represents the amount which the town of Middlefield would have paid through December 31, 1962, as its share of the capital costs had the said town been a member town from the date of the original establishment of the District. The said sum of \$9,074.20 shall be paid to the District as follows:

\$1,814.84 in 1963

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

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

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

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

As Amended.  
11/23/62

SECTION XVI ADMISSION OF THE TOWN OF RUSSELL

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

\$5,100.00 in 1965  
\$5,100.00 in 1966  
\$5,100.00 in 1967  
\$5,100.00 in 1968  
\$5,100.00 in 1969

provided, however, that the sum of \$5,100.00 payable in 1965 shall be paid on or before September 1, 1965 and that each annual sum of \$5,100.00 thereafter shall be paid in four equal installments on or before the first day of April, June, September and November. The

money so received shall be expended by the District for capital purposes including equipment and debt service and such expenditures shall not be included in the amounts apportioned to the member towns under subsection (D) of Section IV of this Agreement.

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

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

As Amended.  
5/18/65

SECTION XVII ADMISSION OF THE TOWN OF CHESTER

(A) Election of Members from the Town of Chester

Within thirty days after the admission of the town of Chester to the District, the selectmen of said town shall cause a special election to be held for the purpose of electing three persons to serve on the Gateway Regional District School Committee. Ballots shall be prepared and furnished for such election containing such nominations as may be made for such office. The proceedings in such election and qualifications of the persons to be elected shall be the same

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

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

The town of Chester shall pay to the District the sum of \$45,000.00 as hereinafter provided.

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

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

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

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

(C) Payment of Capital and Operating Costs

The town of Chester shall pay operating and capital costs to the District from July 1, 1968, to December 31, 1968. Such payment shall be in such sum as may be determined by the regional district school committee, the said sum to be determined so far as practical on the basis set forth in subsection (D) of Section IV of this agreement. One half of said sum shall be paid by the town of Chester on or before November 1, 1968. For the year 1969 and for

every subsequent year, the town of Chester shall pay its share of the operating and capital costs in accordance with the terms of the agreement, as amended.

As Amended.  
5/27/68

SECTION XVIII ADMISSION OF THE TOWN OF BLANDFORD

(A) Election of members from the town of Blandford

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

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

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

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

\$7,300.00 in 1968  
\$7,300.00 in 1969  
\$7,300.00 in 1970  
\$7,300.00 in 1971  
\$7,300.00 in 1972

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



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

(C) Payment of Capital and Operating Costs

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

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

As Amended.  
5/27/68

SECTION XIX WITHDRAWAL OF THE TOWN OF WORTHINGTON

The withdrawal of the town of Worthington shall be effective if the amendment of the agreement approved by the regional district School Committee on [insert date], is (1) accepted by the town of Worthington by a majority vote at the next annual town meeting to be called and held after the secretary of the regional district school committee delivers to the Board of Selectmen of the town of Worthington a notice in writing that the regional district school committee has approved the said amendment, (2) accepted by the other members towns at town meetings in accordance with subsection (B) of Section IX of this Agreement, and 3) the Commissioner of Elementary and Secondary Education approves said withdrawal or special legislation is passed authorizing said withdrawal in a manner consistent with the terms of this amendment.

The regional district school committee may submit the amendment to any of the other member towns within one year after an adverse vote in such town or towns, otherwise the amendment shall not take effect after an adverse vote in any town. No town may reverse, rescind or amend its acceptance of the amendment once given. Acceptance of this amendment does not preclude the reentrance of the town of Worthington to the regional

school district by another amendment. The town of Worthington will be obligated to pay to the District operating and capital costs in accordance with the provisions of Section IX of the Regional Agreement. The town of Worthington will be obligated to pay any repayment amounts due to the Massachusetts School Building Authority (MSBA) in accordance with Section IX(E) of the Regional Agreement, unless or until such amounts have been repaid for all of the buildings and/or MSBA no longer requires repayment for the building(s). Effective upon the withdrawal of the town of Worthington, the provisions of the Agreement shall be modified to reflect said withdrawal.