

**The Towns of Adams and Cheshire Massachusetts  
Regional School District  
Agreement**

**October 1, 2019**

**Hoosac Valley Regional School District**

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**Hoosac Valley  
Regional School District Agreement  
October 1, 2019**

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts (M.G.L.), as amended, between the Towns of Adams and Cheshire, hereinafter sometimes referred to as member towns. This Agreement supersedes in its entirety the Agreement between the member towns forming the Adams Cheshire Regional School District dated October 25, 1965, as amended. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**Section I**

**Regional School District**

**A. Name of District**

The towns of Adams and Cheshire joined as a regional school district in 1966 and the name of the district was "Adams-Cheshire Regional School District." Upon a vote of approval of this Regional Agreement by the member towns and the approval of the Commissioner of the Department of Elementary and Secondary Education, hereinafter referred to as "Commissioner", the name of the Regional School District now and forever will become "Hoosac Valley Regional School District," hereinafter referred to as the "District."

**B. Type of District**

The District shall include all grades from pre-kindergarten through grade 12 (PreK-12) from the two towns of Adams and Cheshire.

**C. Powers of the Regional District School Committee**

The District School Committee, hereinafter referred to as the "Committee," is established by this Agreement and shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Sections 16 through 16 I, inclusive, of M.G.L. Chapter 71 and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

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 M.G.L Chapter 74 and acts amendatory thereof, in addition thereto or dependent thereon.

## **Section II**

### **The Regional School Committee**

#### **A. Composition of the School Committee**

The Committee shall consist of seven members each to be elected at large by all of the voters within the member towns, voting at annual town elections to be held on the first Monday in May in every year. Four members of the Committee shall at all times be residents of the Town of Adams and three members of the Committee shall at all times be residents of the Town of Cheshire. All Committee members shall serve until their respective successors are elected and qualified.

#### **B. Election of Members**

1. Nominations for membership on the Committee shall be made in accordance with all the procedures prescribed by law for nomination of town officers voted on in the annual election by the town in which the nominee resides:
  - a. Each nomination petition or certified photocopy shall be presented to the respective registrar of voters of the town in which the candidate resides, and of each town in which any signer of the petition resides for certification of signatures, not later than 42 days prior to the date of the annual election. Each such candidate, or his or her representative, shall return the petition or photocopy with the certification of signatures appearing thereon to the town in which candidate resides 35 days prior to the date of the annual election. The clerk of each member town shall notify the Town Clerk(s) of all other member town(s), in writing, of the names and addresses of the qualified candidates as registered, and which candidates are running for re-election. This certification must be made to the Town Clerk in each town not later than 28 days prior to the date of said election.
  - b. In addition, any town caucus, primary election, or other nominating procedure may, but need not, place in nomination a candidate for any opening in the Committee, which candidate must satisfy the residency requirements stated above.
  - c. The Town Clerk of Adams will inform the Town Clerk of Cheshire of the votes cast for each candidate running at large from Cheshire. The Town

Clerk of Cheshire will inform the Town Clerk of Adams of the votes cast for each candidate running at large from Adams.

- d. The Town Clerk of Adams and the Town Clerk of Cheshire will determine the persons elected in the District-wide election by identifying the candidates who meet the respective resident requirement and earn the most votes. The Town Clerk of Adams and the Town Clerk of Cheshire will certify to the District Secretary the person(s) elected and administer the oath of office to the person(s) who were elected.

## 2. Default Election Process – Election of a Permanent Committee at Biennial State Elections

In the absence of special legislation to the contrary, Committee members shall be elected as set forth in this subsection 2.

If, after passage of special legislation, elections in the member towns are not held on the same day, the election process will permanently revert to the biennial district-wide elections.

Beginning with the biennial state election immediately following the adoption of this Agreement, members shall be elected in a manner consistent with the provisions of M.G.L. Ch. 71, Sec. 14 E (3), to four-year terms as follows: the town of Adams shall have four members elected for four-year terms; the town of Cheshire shall have three members elected for four-year terms.

Nominations for membership on the Committee shall be made in accordance with the procedures prescribed by M.G.L. Ch. 53, Sec. 6 and 122, and other applicable provisions of law.

### **C. Length of Terms**

The term of office of each Committee member shall be three years, unless the elections occur at the biennial state election, in which case the terms of office shall be four years. There will be staggered terms and they will be arranged so that one committee seat from each town expires and needs to be filled by election or re-election every year. Every third year, or every fourth year in the case of biennial elections, there will be a need to fill two seats from the town of Adams.

In the event that the District utilizes biennial district wide elections, all members will be elected at the first election. Two persons from Adams with the most votes will serve four-year terms. Two persons from Adams with the third and fourth most votes will serve two-year terms. The one person from Cheshire with the most votes will serve a

four-year term and the two persons from Cheshire with the second and third most votes will serve two-year terms.

At the next biennial election, all terms will be for four years.

#### **D. Vacancies**

If a vacancy occurs among the members elected to the Committee, the remaining members of the Committee shall fill the vacancy. The Committee shall post the vacancy on the District's website and copies shall be provided to the Clerks of each member town for posting. The notice shall include the remainder of the term to be filled, the town in which the successor member must reside, the time and manner for submitting expression of interest, and any other matter the Committee determines. Not less than two weeks after the posting of the Notice by the District, the Committee shall evaluate the candidates and from among the qualified candidates select a person to fill the vacancy. To fill the vacancy, a candidate must receive a majority of the votes of the remaining Committee members. The person so elected will serve the remainder of the vacating member's term.

#### **E. Quorum**

A quorum shall exist when a majority of the Committee members are present. However, a member of each town must be physically present or participating remotely for the Committee to conduct any vote. Nothing in this section is designed to conflict with the Massachusetts Open Meeting Law definition of a public body or quorum thereof.

#### **F. Actions by Majority Vote**

Except where otherwise provided by statute or by the terms of this Agreement, actions will be taken by majority vote. For these purposes, a majority vote shall mean an affirmative vote by more than half of the members who are present and voting on the particular matter at a properly called meeting for which a quorum is present. Consistent with the terms of M.G.L. Chapter 71, Section 16B, an affirmative two-thirds vote of the Committee's membership will be necessary to approve the District's annual budget and to apportion among the member towns the amounts necessary to be raised to support said budget.

The following actions of the Committee require a majority vote by more than half of members of the Committee including an affirmative vote from at least one Committee member from each town for the action to be approved:

1. To adopt a name and a corporate seal and to vote to amend the Regional Agreement
2. To file suit, appeal decisions, and settle claims in excess of \$10,000.

3. To acquire property within the towns comprising the District under the provisions of M.G.L. c. 79 and sec. 14 of M.G.L. c. 40 for the purposes of the District to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize, and operate a school or schools for the benefit of the towns comprising the District, and to make any necessary contracts in relation thereto
4. To establish or terminate an employment contract with legal counsel
5. To establish or terminate an employment contract with a superintendent of schools
6. To reconfigure grades within the buildings
7. To close a school
8. To lease and renew leases for land and buildings for educational purposes,
9. To vote to accept a municipal gift for education purposes.

#### **G. Committee Officers**

The Committee shall organize and vote to appoint a chair and vice chair from its own membership at the first meeting after the annual town elections. At the same meeting or at any other meeting, the Committee shall appoint a treasurer who shall not be a member of the Committee. The Committee shall appoint a secretary who may be a member of the Committee, and choose such other officers as it deems advisable, determine the terms of office of its officers (except the chair and vice chair who shall be elected as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

#### **H. Municipal Gifts for Educational Purposes**

This provision applies exclusively to member towns. A member town may, by approval at either an annual or special town meeting, grant to the School Committee a gift for educational purposes. Said educational purpose, goal, or need shall be clearly stated in the warrant article to be acted upon. This grant shall be in addition to the assessments to the member towns issued by the District.

So long as the gift is for educational purposes the Committee may accept the gift. If the Committee does not vote to accept the gift or votes to reject the gift, the Committee shall, through its representative, notify the donor member town and include an explanation for the Committee's decision. The decision not to accept the gift may be revisited upon the written request of the donor member town's select board, at a joint meeting of the donor town's select board and the Committee, whereupon the School Committee shall vote to accept or reject the gift and said decision is final.



## **Section III**

### **Location of Regional School District Schools**

#### **A. Hoosac Valley Middle and High School**

The Hoosac Valley Middle and High School is owned by the District and is located in Cheshire.

#### **B. C.T. Plunkett**

The C.T. Plunkett building, located in Adams and currently operating as Hoosac Valley Elementary School, is owned by the town of Adams and is leased to the District.

#### **C. Leases**

The Committee and the member town that owns a school in which students from the District attend, will enter into a lease according to the following:

Each and every lease for a school and any land appurtenant thereto or used in connection therewith between the District and member town shall be for a term not to exceed twenty years. Each lease shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty years, at the option of the Committee. Each lease shall contain such additional terms and conditions as the Committee and the member town shall agree and in accordance with applicable law; provided, no member town shall receive any rent payment under any lease. A lease shall not contain any term or condition which may interfere with educational programs or the use of a school, or any land appurtenant thereto. Leases shall be duly executed by the Committee and the Selectmen of the member town in which the lease building and land are situated.

## **Section IV**

### **Budget**

#### **A. Tentative Maintenance and Operating Budget**

At the opening of each academic year and adhering as close as possible to, the line items and associated definitions described in the Chart of Accounts, as amended, established, and maintained by the Massachusetts Department of Elementary and Secondary Education, the Committee shall prepare a tentative operating and maintenance budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes, or other obligations of the District and any other capital costs to be apportioned to the member towns in such fiscal year.

The budget process will adhere to all legal requirements. The proposed tentative budget will be available for review on the District website and a copy will be available in each member town hall. All necessary postings will meet all provisions of the Open Meeting Law.

#### **B. Final Maintenance and Operating Budget**

Following the public hearing on the tentative budget, the Committee may make any such modifications to its tentative budget as it may deem necessary or desirable. The Committee shall adopt an annual maintenance and operating budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting in any member town is to be held, but in no event later than a date required by applicable Massachusetts Laws and Regulations, provided that said budget need not be adopted earlier than February 1. Said annual maintenance and operating budget shall include debt and interest and any other capital costs, 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 V, B. The amounts so apportioned to each member town shall be certified by the District Treasurer to the treasurers of the member towns within thirty days from the date on which the annual maintenance and operating budget is adopted by the Committee, and each member town shall call a vote, at the next annual town meeting, to appropriate the amounts so certified to it. The District budget, as adopted by two-thirds (2/3) of the Committee, shall require the approval of both member towns. If a budget is not approved by the member towns, the District shall follow the process to approve a final budget as stated in M.G.L. Chapter 71, Section 16B, as amended.

## **Section V**

### **Apportionment and Payment of Costs Incurred by the District**

#### **A. Classification of Costs**

For the purpose of apportioning assessments to the member towns, costs shall be divided into three categories: (1) operating costs; (2) transportation; and, (3) capital and debt costs.

##### **1. Operating Costs**

Operating costs shall include all costs not including transportation, capital, and debt costs but including interest on temporary notes issued by the District in anticipation of revenue.

##### **2. Transportation**

Transportation costs shall include all costs for transporting students to and from school. Student shall mean a resident of the towns of Adams or Cheshire enrolled in any District school, kindergarten through grade 12. This definition applies to transportation only.

##### **3. Capital and Debt 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 the 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, architectural plans and consultants' fees, grading and other costs incidental to placing school buildings or additions and related premises in operating condition. Capital costs shall also include payment of principal and interest on bonds, notes, or other obligations issued by the District to finance capital costs and costs for each project to construct, reconstruct, add to, remodel, repair, or improve any building or buildings, grounds, and facilities.

#### **B. Assessment Calculation**

To calculate assessments to member towns, the operating, transportation, capital and debt costs must first be established:

From the operation cost figure, subtract the Chapter 70 amount received, the total required minimum contribution from each town, established annually by the Department of Elementary and Secondary Education, and other sources of general fund revenue. This figure is subtracted from the amount to be assessed to the member towns. The balance is the amount that exceeds the minimum required contribution.

1. To assess each member town the amount that exceeds the minimum contribution, the enrollment of students residing in the member towns as of October 1 of the then current fiscal year will be used to calculate the assessment for the following fiscal year. The amount exceeding the minimum contribution will be allocated to the member towns based on the percent of students enrolled in the District from each member town. The calculation for apportioning above minimum costs will only count students actually attending the District.
2. The sum of the minimum contribution for member towns and the amount exceeding minimum contribution is the operating assessment to member towns.
3. The transportation cost is calculated by reducing the District's transportation cost by the amount the District anticipates receiving in transportation reimbursement. The remaining amount will be allocated to the member towns according to each town's percent of students enrolled in the District as of October 1 of the then current fiscal year, for the following fiscal year.
4. District-based capital and debt assessments will be assessed based on the member towns' share of District-wide enrollment. Notwithstanding the forgoing sentence, the allocation of debt and capital costs attributable to a single school shall be allocated based on the percent of students enrolled in that school from each member town, and not District-wide enrollment. A school's enrollment for purposes of calculating capital and debt assessments are based on enrollment as of October 1 of the then current fiscal year for use to calculate the assessment for the following fiscal year. In order for a member town to be assessed for a portion of a capital expenditure, the member town's percent of student enrollment must meet or exceed ten percent of the total school enrollment for the location from which that expense is derived.
5. The total assessment to a member town is the sum of the operating cost, transportation cost, and capital and debt costs.

### **C. Times of Payment of Apportioned Costs**

Each member town shall pay to the District in each year its proportionate share, certified as provided in Subsection IV (B), of the operating, transportation, debt, and capital costs. The annual share of each member town shall be paid in such amounts and at

such times that at least the following cumulative percentage of such annual share shall be paid on or before the dates indicated, respectively:

September 1 -	25%
December 1 -	50%
April 1-	75%
June 1 -	100%

## **Section VI**

### **Incurring of Debt**

The Committee may vote to incur debt consistent with the terms and conditions of M.G.L. Ch. 71, Section 16. At the time of taking action to incur debt, and except for the incurring of debt in anticipation of revenue, the Committee, by a two-thirds (2/3) vote will choose either the process that appears in subsection (d) of Ch. 71, Section 16, or the process that appears in subsection (n) of Ch. 71, Section 16.

## **Section VII**

### **Students**

#### **A. Pupils Entitled to Attend the Regional School District**

The District shall accept all eligible children who reside in the member towns.

#### **B. 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 or may be hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the member town wherein the student resides.

#### **C. Admission of Pupils Residing Outside the District**

The Committee may accept for enrollment in the District schools, pupils from towns other than the member towns as permitted by law and regulations and in cases within the laws on a tuition basis and upon such terms as it may determine.

## **Section VIII**

### **Transportation**

Regular school transportation shall be provided by the District to enrolled students K-12 according to Massachusetts General Law and School Committee policy, and the cost thereof shall be apportioned to the member towns based on the total number of enrolled students in each member town as defined in Section V.

## **Section IX**

### **Amendments**

#### **A. Limitation**

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of 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 all capital costs and capital costs of the District represented by bonds notes of the District then outstanding and of interest thereon.

#### **B. Procedure**

Any proposal for amendment, except a proposal for amendment providing for the admission or withdrawal of a member town (which shall be acted upon as provided in Section X and XI), may be initiated by a two-thirds vote of all members of the Committee or by a petition signed by ten percent 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 an article stating the amendment 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 approval of the Commissioner of Elementary and Secondary Education.

## **Section X**

### **Admission of Additional Towns**

Additional towns may apply for admittance to the District, although no admittance will occur on a date other than July 1 of a given year. Towns applying for admission must submit to the Committee a Long-Range Education Plan consistent with the terms of Section XI, Subsection C of this Agreement. An amendment to add a new town must be approved by the new member town, the existing member towns, and the Commissioner by December 31 of the year preceding their desired admission.

If the Committee so chooses, it will formulate an amendment to this Agreement, setting forth the terms upon which the new member will be admitted. Such terms may include, without being limited to, "buy-in" payments by the new town to reflect capital costs that have previously been incurred by the member towns and will include an ongoing assessment for existing debt service.

No admittance of a new town will occur unless the amendment to the Agreement is approved by vote of the Committee, is approved by majority vote at an annual or special town meeting in the town seeking admittance and in each of the other member towns, and is approved by the Commissioner. The admittance of a new town will only become effective on July 1, after the completion of these requirements.

## **Section XI**

### **Withdrawal**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

#### **A. Vote Expressing Desire to Withdraw**

Any member town seeking to withdraw from the District shall approve the withdrawal at an annual or special town meeting. No withdrawal will take effect on a date other than July 1 of a given year. The positive vote of the town and the notification to the District with the submittal of a long-range education plan consistent with Section XI, Subsection C must all occur no less than two (2) years prior to the desired date of withdrawal.

#### **B. Notice**

The clerk of the town which voted to withdraw shall, within seven (7) days of the town meeting vote, notify the Committee chairperson, the District's superintendent, and the Board(s) of Selectmen of the other member town(s) in writing that the town has voted to

withdraw from the District. The clerk of the town which voted to withdraw shall provide a certified copy of the vote with the notification.

### **C. Long Range Educational Plan**

No less than two (2) full years prior to the required July 1 date of withdrawal, the town seeking to withdraw, in addition to the other requirements set forth in Section XI, Subsections A and B, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2), as may be amended or replaced. The Long Range Education Plan will address, in addition to any other factor(s) required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities owned or leased by the District and any construction efficiencies (if any), the proposed administrative structure, the fiscal ramifications of withdrawal upon the withdrawing member town as well as the other member towns in the District, the geographical and physical characteristics of the area, and the effect that withdrawal will have on student transportation.

### **D. Requirements**

Except as provided in Section XI, Subsection F in the case of a two-member town district or district disestablishment, the Committee shall draft an amendment to the Agreement and such other agreement(s) as the Committee deems appropriate in connection with a withdrawal. In addition to other terms and requirements which the Committee may include in the amendment and other agreement(s), the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is 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; (3) other liabilities incurred during all times that the town was a member of the District including, but not limited to other post-employment benefits liabilities (M.G.L.c 32B); and (4) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

### **E. Approval of Withdrawal**

A withdrawal shall become effective on the second July 1 after: (a) the requirements of Section XI, Subsections A through E are satisfied (subject to IX); and, (b) the amendment to the Agreement and withdrawal is approved: (1) by majority vote at an annual or special town meeting in each member town, and (2) by the Commissioner.



The Commissioner's approval must be by the December 31 of the year that is at least two years prior to the July 1 withdrawal date. (For example, if the Commissioner approves on or before December 2018, the effective date cannot be prior July 1, 2020.) Prior to town meetings, the Regional School Committee will also hold a non-binding vote on the request to withdraw. Upon the effective date of withdrawal, the terms of office of all members serving on the Committee from the withdrawn town shall terminate and the total membership of the Committee shall be decreased accordingly.

#### **F. Termination of the District**

If the District consists of two member towns, and one town intends to withdraw from the District pursuant to this Section XI and has complied with Section XI, Subsections A and B, both member towns will comply with Section XI, Subsections C through E, and upon full compliance the District will be disestablished or discontinued, this Agreement will be terminated, and the Hoosac Valley Regional School District will cease to exist. In the event the District consists of more than two-member towns and all or all but one desire to disestablish the District, the process set forth in this Subsection shall apply. In the event of disestablishment, the amendment to the Agreement referenced in Section XI, Subsections C through E shall be construed to be an agreement of disestablishment of the District and withdrawal of a town construed as disestablishment of the District.

In the event of termination:

1. Both member towns' 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 member town at the last annual apportionment made next prior to the effective date of the withdrawal.
2. Both member towns shall divide the assets of the District in a proportional and reasonable manner based on the value of the District's assets. The value of the assets distributed to a member town in excess of the value of the assets distributed to the other member town shall be equalized with money.
3. Both member towns shall be responsible for any and all outstanding liabilities of the District, not reflected in subparagraph 1.
4. The member towns shall comply with all applicable rules and regulations, including, but not limited to, M.G.L.c. 71, §42B.

## **Section XII**

### **Review of Agreement**

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, as need arises and minimally every five-years, review the need to establish an **ad hoc** study group composed of knowledgeable persons to study this Agreement and report to the Committee whether or not any changes to this Agreement might be beneficial in light of prevailing conditions. The Committee shall establish an **ad hoc** study group at least once in every ten-year interval between reviews.

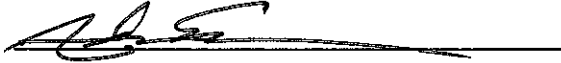
### **Section XIII**

#### **Annual Report**

The Committee shall submit on or before January 31 of each year an annual report to the Selectmen of each member town containing a detailed financial statement for the prior year and the budget for the then-current year including a statement showing the method by which the annual charges assessed against each member town were computed, together with such additional information relating to the operation and maintenance of the District schools as may be deemed necessary or appropriate by the Committee. The Committee shall also furnish upon request any additional financial information as may be deemed necessary by a vote of the Selectmen of any member towns, consistent with M.G.L. Ch. 71, Section 16(k).

In Witness Whereof, this Agreement has been approved by the School Committee on 12-10-18, by the Town of Adams on 6-24-19 and by the Town of Cheshire on 6-11-19.

School Committee Chair



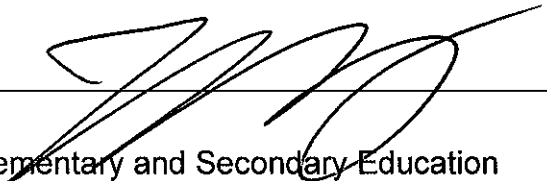
Select Board Chair, Town of Adams

Christine Hoyt

Select Board Chair, Town of Cheshire

Robert S. Lisowski

APPROVED:

  
\_\_\_\_\_  
Commissioner,  
Department of Elementary and Secondary Education