

LAW OFFICES  
**SHAW, GLYNN & WITTENBERG**  
MAIN STREET  
DUNSTABLE, MASS. 01827

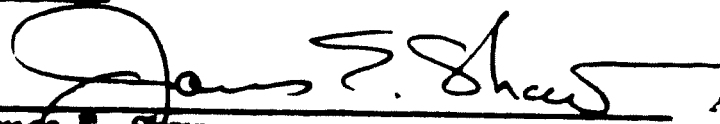
ARTHUR L. GLYNN  
JAMES E. SHAW  
FRANK WITTENBERG

648-7800

C E R T I F I C A T I O N

THIS IS TO CERTIFY that the attached is a true copy of the original North Middlesex Regional School District Agreement entitled "Agreement Between the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts With Respect To the Formation of a Regional School District."

ATTEST:

  
\_\_\_\_\_  
James E. Shaw  
District Counsel

August 14, 1970

Pepperell, and Townsend, Massachusetts, With Respect to the  
Formation of a Regional School District

This AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, by and between the Towns of Ashby, Dunstable, Pepperell, and Townsend, Massachusetts.

WITNESSETH that said Towns of Ashby, Dunstable, Pepperell, and Townsend (hereinafter sometimes called "Member Towns") desire to form a Regional School District and to enter into an Agreement under the provisions of said Chapter 71, as amended, and

THEREFORE, in consideration of the foregoing and of the mutual promises herein contained do hereby agree as follows:

**WHEREAS:**

(1) the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, formed a Regional School District under the provisions of Massachusetts General Laws (Ter.Ed.) Chapter 71, as amended, known as the North Middlesex Regional School District (the "District") and for that purpose entered into an agreement entitled "Agreement Between the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, With Respect to the Formation of a Regional School District";

(2) the Towns of Ashby and Pepperell withdrew from the District as of June 30, 1957 in accordance with the First Amendment to North Middlesex Regional School District Agreement (the aforesaid Agreement, as so amended, being hereinafter sometimes called the "Agreement");

(3) the Town of Pepperell desires to rejoin the District;

(4) the Town of Dunstable desires to withdraw from membership in the District; and

(5) the District has no outstanding bonds or notes or indebtedness of any kind;

NOW, THEREFORE,

In consideration of the foregoing and of the mutual promises herein contained, the Agreement is hereby further amended as follows:

1. Subject to the provisions of Sections VI, VII and VIII of the Agreement, the Town of Pepperell shall be admitted to and become a Member Town of the District as of 12:01 A.M., December 15, 1958 and the Town of Dunstable shall thereupon forthwith withdraw from and cease to be a Member Town of the District. At the time of such withdrawal by the Town of Dunstable, all members of the Regional District School Committee (the "Committee") elected or appointed from the Town of Dunstable shall cease to be members of the Committee and the terms of office of all officers of the District shall terminate.
2. (a) On or before December 14, 1958 the Committee shall select and engage a certified public accountant, who shall audit the financial records and accounts of the District as of December 14, 1958 and shall certify in writing to the Committee on or before December 31, 1958, the amount by which the funds in the treasury of the District on December 14, 1958 exceeded the aggregate of all the indebtedness, obligations and liabilities of the District, both fixed and contingent, which were incurred on or prior to, and were outstanding on, December 14, 1958. The cost of such audit shall be considered an obligation incurred on or prior to December 14, 1958. Of said amount so certified, the

District shall pay 16.6% to the Town of Dunstable and the remaining 83.4% shall remain in the treasury of the District to be credited to the Town of Townsend against future costs apportioned to said Townsend under the Agreement. Said amount so credited to Townsend shall be applied to reduce or eliminate each successive amount apportioned to Townsend, beginning with the first apportionment, until such credited amount is exhausted.

(b) If it should appear at any time after the date of the certificate referred to above that any indebtedness, obligation or liability of the District which was incurred on or prior to, and was outstanding on, December 14, 1958 (and which remained outstanding at such later time or had been paid or discharged by the District) was not included in the computation of said certified amount, because it was unknown or undisclosed or for any other reason, then Dunstable shall promptly pay to the District 16.6% of the amount of such indebtedness, obligation or liability and the amount credited to Townsend under Paragraph (a) shall be decreased by 83.4% of the amount of such indebtedness, obligation or liability.

(c) Correspondingly, if it should appear at any time after the date of such certificate that the District is not liable with respect to all or any part of any item of indebtedness, obligation or liability which was included in the computation of said certified amount, then the District shall pay to the Town of Dunstable 16.6% of the amount of such included indebtedness, obligation or liability for which it is not liable, and

the amount credited to Townsend under Paragraph (a) shall be increased by 83.4% of the amount of such included indebtedness, obligation or liability for which the District is not liable.

3. Upon the admission of Pepperell and the withdrawal of Dunstable as provided in Paragraph 1 above, the Agreement shall be amended as follows:

(a) The Town of Pepperell shall be substituted for the Town of Dunstable wherever the latter is mentioned in the preamble of the Agreement. The term "Member Towns" shall refer only to the Towns of Pepperell and Townsend.

(b) Sections I and III shall be amended to read, respectively, as follows:

#### SECTION I

##### 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 Regional District School Committee (the "Committee"), which shall consist of six members, of whom three shall be elected or appointed as hereinafter provided by each of the Member Towns (being the Towns of Pepperell and Townsend). All members shall serve until their respective successors are elected and qualified.

###### B. Members from Townsend

Of the three members elected by Townsend at its 1957 annual town meeting, one shall serve for a term of one year, one for a term of two years, and one for a term of three years. Thereafter at every succeeding annual town election, Townsend shall elect one member to serve for a term of three years.

###### C. Members from Pepperell

On or before December 24, 1958, an appointing committee for the Town of Pepperell, consisting of the Moderator,

the Board of Selectmen and the School Committee, shall by majority vote appoint three members, some or all of whom may be from the membership of said appointing committee, to serve until the 1959 annual town meeting. Three members shall be elected by Pepperell at its 1959 annual town meeting, of whom one shall serve for a term of one year, one for a term of two years, and one for a term of three years. Thereafter at every succeeding annual town election, Pepperell shall elect one member to serve for a term of three years.

#### D. Vacancies

If a vacancy occurs in the Committee, the Selectmen and the remaining Committee members from the town involved shall by majority vote appoint a successor member. Such successor member shall serve until the next annual town election, at which election a successor shall be elected to serve the balance of the unexpired term, if any; except that, if a vacancy occurs among the members from Pepperell prior to the 1959 annual town meeting, the successor member shall serve instead until the 1959 annual town meeting.

#### E. Organization

Promptly upon the appointment and qualification of the members from Pepperell as provided above, and annually thereafter upon the annual election and qualification of members of the Committee, the Committee shall organize and choose by ballot a Chairman from its own membership. At such meeting or at any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

#### F. Quorum

The quorum of the Committee for the transaction of business shall be four but a lesser number may adjourn.

## SECTION II

### Type of Regional District School

The regional district school shall be a junior-senior high school, consisting of grades seven through twelve inclusive. The Regional District School Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon.

### SECTION III

#### Location of the Regional District School

The regional district school shall be located within the District within a radius of one (1) mile from the intersection of the Pepperell-Townsend-Croton boundary lines near Massachusetts Route 110.

### SECTION IV

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

##### A. Classification of Costs

For the purpose of apportionment to the Member Towns, all costs of the District shall be classified as capital costs or operating costs.

##### B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of real estate, cost of buildings and additions to buildings and costs of remodeling and making extraordinary repairs to buildings or additions to buildings, including without limitation the cost of original equipment and furnishings for such buildings or additions, plans, architect's 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 the payment of principal and of 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 Section IV B but including interest on temporary notes issued by the District in anticipation of revenue.

##### D. Apportionment of Capital and Operating Costs

Capital costs (including payment of principal of and interest on bonds or other obligations of the District issued to finance capital costs) and operating costs, in either case incurred on or after December 15, 1952, shall be apportioned by the Committee, for the period beginning December 15, 1953 and ending December 31, 1959, within ten days after the adoption of the budget for that period, and

Each Member Town's share of the total of such capital and operating costs shall be determined by multiplying the total of such costs to be apportioned by a fraction, of which the numerator shall be that town's pupil enrollment in the Regional District School on the October 1 preceding the calendar year for which the apportionment is determined, and the denominator shall be the total pupil enrollment in the Regional District School on the same date from all the Member Towns. In the event that enrollment in the Regional District School has not been accomplished by such date, such costs shall be apportioned on the basis of the enrollment in Grades 7 through 12 of pupils residing in each Member Town and receiving education at such town's expense, on October 1, 1958, in the case of the apportionment for the period December 15, 1953 through December 31, 1959, and thereafter on the October 1 preceding the calendar year for which the apportionment is determined.

**R. E.**      Time of Payment of Apportioned Costs

Each Member Town shall pay its proportionate share of the capital and operating costs to the Regional School District each year in four equal installments not later than the first day of April, June, September and December.

**R. F.**      Provisions Applicable Forthwith

The foregoing provisions of this Section IV shall be applicable forthwith upon establishment of the Regional School District and are intended to apply to expenses of the District prior to the completion of the initial school building as well as thereafter.

SECTION V

Transportation

School transportation shall be provided by the Regional School District and the cost thereof shall be apportioned to the Member Towns as an operating cost.

A. Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other 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

A proposal for amendment may be initiated by a majority vote of all members of the Regional District School Committee or by a signed petition bearing the signatures of ten per cent of the registered voters of any one of the Member Towns. In the latter case, the said petition shall contain at the end thereof, a certification by the town clerk of the said 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 from that town. Any such proposal for amendment shall be presented to the secretary of the Regional District School Committee who 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 received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen in 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.

Admission of Additional Towns

By an amendment of this Agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the 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 VIII

Withdrawal

A. Limitation

Any Member Town may petition to withdraw from the District at a time and under terms to be stipulated in a proposed amendment to this Agreement provided that (1) such withdrawal is approved by the State Department of Education, (2) the town seeking to withdraw has paid over to the District any operating costs for which it became liable as a member of the District, and (3) that said town shall remain liable to the District for its share of the indebtedness 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 or interest.

B. Procedure for Withdrawal

A town seeking to withdraw from the District shall cease to be a Member Town if the said proposed amendment is approved by the Regional District School Committee and accepted by the petitioning town and each of the other Member Towns, approval by the Regional District School Committee to require a majority vote, and acceptance by the petitioning town and by the other Member Towns to be by a majority vote at an annual

C. Deposit of Money Paid by 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.

SECTION IX

Budget

A. Initial Budget

On or before January 15, 1959, the Committee shall prepare a reasonably detailed operating and maintenance budget covering expenses for the period December 15, 1958 to December 31, 1959 inclusive. ~~calendar year.~~ Copies of such proposed budget shall be submitted to the Chairman of the Finance or Advisory Committee of each Member Town, or if there is no 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 the said budget shall be apportioned between the Member Towns according to the provisions in 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 Regional District School Committee but only from funds which may be or may have been appropriated by each Member Town for such purpose, if any.

B. Tentative Maintenance and Operating Budget

Thereafter, on or before November 1, the Regional District School Committee shall annually prepare a tentative maintenance and operating budget for the ensuing calendar year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District and

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. Expenses of Instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary Agencies
6. Outlay
7. Debt Service
8. Cost of Transportation
9. Special Charges

Copies of such tentative budget shall be mailed to the Chairman of the Finance or Advisory Committee of each Member Town; or if there is no Finance or Advisory Committee in a Member Town, to the Chairman of the Board of Selectmen of such town.

C. Final Maintenance and Operating Budget

The Regional District School Committee shall on or before December 1 in each year adopt an annual maintenance and operating budget for the ensuing calendar year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV D ~~and~~ ~~IV E~~. The amounts so apportioned for each Member Town shall, prior to December 31 of each year preceding the calendar year to which said budget relates, be certified by the district treasurer to the treasurers of the Member Towns, and each town shall be liable for and shall appropriate the

Such amounts shall be payable to the District in accordance with Subsection E of Section IV.

## SECTION X

### Incurring of Debt

No later than seven (7) days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from Member Towns, the Committee shall cause written notice of the amount of the debt, the general purposes for which it was authorized and the date of said authorization to be given to the Board of Selectmen in each of the Member Towns.

## SECTION XI

### Tuition Students

The Regional District School Committee may accept for enrollment in the regional district school pupils from towns other than the Member Towns on a tuition basis and on such terms as it may determine. Income received by the regional district school from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV <sup>R</sup> to the Member Towns.

## SECTION XII 17

### Employment of Teachers and Extension of Tenure

All teachers in positions to be superseded by the establishment of the regional district school shall be given preference for similar positions in the regional district school to the extent that such positions exist therein. Any such teacher who on the date of his contract of employment with the District is then on tenure shall continue thereafter to serve on tenure basis.

## SECTION XIII

### DISTRICT SEAL

The District shall have a common seal, which shall bear the legend "North Middlesex Regional School District-1956" and shall be in such form and of such design as the Committee shall determine. The District treasurer shall have custody of the seal.

SECTION VII

**Employment of Teachers and Extension of Tenure**

All teachers in positions to be superseded by the establishment of the regional district school shall be given preference for similar positions in the regional district school to the extent that such positions exist therein. Any such teacher who on the date of his contract of employment with the District is then on tenure shall continue thereafter to serve on tenure basis.

IN WITNESS WHEREOF, this Agreement has been executed, approved and accepted as of the

Regional School District Planning Board for the Town of Ashby

BY [Signature]  
[Signature]  
[Signature]

Regional School District Planning Board for the Town of Dunstable

BY [Signature]  
[Signature]  
[Signature]

Regional School District Planning Board for the Town of Pepperell

BY [Signature]  
[Signature]  
[Signature]

Regional School District Planning Board for the Town of Townsend

BY [Signature]  
[Signature]  
[Signature]

The Commonwealth of Massachusetts  
Department of Education

The Commonwealth of Massachusetts  
Emergency Finance Board

BY [Signature] BY [Signature]

JAN 6 1953

[Signature]  
[Signature]  
[Signature]  
[Signature]

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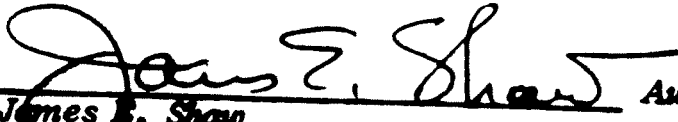
ARTHUR L. GLYNN  
JAMES E. SHAW  
FRANK WITTENBERG

848-7200

C E R T I F I C A T I O N

THIS IS TO CERTIFY that the attached is a true copy  
of the "First Amendment to the North Middlesex Regional School  
District Agreement."

ATTEST:

  
James E. Shaw August 14, 1970 ✓  
District Counsel

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT

First Amendment to North Middlesex  
Regional School District Agreement

WHEREAS the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, formed a Regional School District under the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 71, as amended, known as the North Middlesex Regional School District (the "District") and for that purpose entered into an agreement entitled "Agreement Between the Towns of Ashby, Dunstable, Pepperell, and Townsend, Massachusetts, With Respect to the Formation of a Regional School District" (the "Agreement"); and

WHEREAS the Towns of Ashby and Pepperell desire to withdraw from membership in the District; and

WHEREAS the District has no outstanding bonds or notes or other indebtedness of any kind;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the Agreement is hereby amended as follows:

1. Subject to the provisions of Sections VI and VIII of the Agreement, the Towns of Ashby and Pepperell shall withdraw from and cease to be Member Towns of the District as of midnight of May 15, 1957. As of that time, all members of the Regional District School Committee (the "Committee") elected or appointed from the Towns of Ashby and Pepperell shall cease to be members of the

Committee and the terms of office of all officers of the District shall terminate.

2. On or before May 15, 1957 the Regional District School Committee shall select and engage a certified public accountant, who shall audit the financial records and accounts of the District as of May 15, 1957 and shall certify in writing to said Committee on or before May 31, 1957, the amount by which the funds in the treasury of the District on May 15, 1957 exceeded the aggregate of all the indebtedness, obligations and liabilities of the District, both fixed and contingent, which were incurred on or prior to, and were outstanding on, May 15, 1957. The cost of such audit shall be considered an obligation incurred on or prior to May 15, 1957. Of said amount so certified, the District shall pay 18.1% to the Town of Ashby and 36.2% to the Town of Pepperell. If it should appear at any time after the date of the certificate referred to above that any indebtedness, obligation or liability of the District which was incurred on or prior to, and was outstanding on, May 15, 1957 (and which remained outstanding at such later time or had been paid or discharged by the District) was not included in the computation of said certified amount, because it was unknown or undisclosed or for any other reason, the Towns of Ashby and Pepperell shall promptly pay to the District 18.1% and 36.2%, respectively, of the amount of such indebtedness, obligation or liability of the District.

Similarly, if it should appear at any time after the date of such certificate that the District is not liable with respect to all or any part of any item of indebtedness, obligation or liability which was included in the computation of said certified amount, the District shall pay, of the amount of such included indebtedness, obligation or liability for which it is not liable, 18.1% to the Town of Ashby and 36.2% to the Town of Pepperell.

3. Effective May 16, 1957, the Agreement shall be amended as follows:

- (a) All references to the Towns of Ashby and Pepperell shall be deleted from the preamble of the Agreement and the term "Member Towns" shall refer only to the Towns of Dunstable and Townsend.
- (b) Sections I and III shall be amended to read, respectively, as follows:

#### SECTION I

#### 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 Regional District School Committee (the "Committee"), which shall consist of six members, of whom three shall be elected by each of the Member Towns (being the Towns of Dunstable and Townsend). Of the three members elected by each Member Town at its 1957 annual town meeting, one shall serve for a term of one year, one for a term of two years, and one for a term of three years and in each case until their successors are elected and qualified. Thereafter at every succeeding annual town election, each Member Town shall elect one member to serve for a term of three years and until his successor is elected and qualified.

B. Vacancies

If a vacancy occurs in the Committee, the selectmen and the remaining Committee members from the town involved shall appoint a member to serve until the next annual town election, at which annual election a successor shall be elected to serve the balance of the unexpired term, if any.

C. Organization

On or promptly after May 16, 1957 and annually thereafter upon the annual election and qualification of members of the Committee, the Committee shall organize and choose by ballot a chairman from its own membership. At such meeting or at any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee; choose such other officers as it deems advisable, determine the terms of office 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.

D. Quorum

The quorum of the Committee for the transaction of business shall be four but a lesser number may adjourn.

\* \* \*

SECTION III

LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographic limits of the District in the Town of Townsend within a radius of one (1) mile from the intersection of the Pepperell-Townsend-Groton boundary near Massachusetts Route 119.

(c) Paragraph 1 of Subsection D of Section IV shall be amended to read as follows:

1. Capital costs incurred on or after May 16, 1957 in connection with the construction, equipping and placing in operation of the initial District school building, including the payment of principal of and interest on bonds or other obligations of

the District issued to finance such capital costs shall be apportioned to the Member Towns as follows:

to Dunstable 16.6%  
to Townsend 83.4%

- (d) The second sentence of Subsection E of Section IV shall be amended to read as follows:

The total operating costs for such years or year or fraction thereof as may elapse from May 16, 1957 to December 31 of the year in which the District School is opened and commences actual operation shall be apportioned to the Member Towns as follows:

to Dunstable 16.6%  
to Townsend 83.4%

- (e) The first sentence of Subsection A of Section IX shall be amended to read as follows:

On or before June 30, 1957 the Regional District School Committee shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the period May 16, 1957 to December 31, 1957, inclusive.

- (f) A new section shall be added immediately after Section XII, as follows:

### SECTION XIII

#### DISTRICT SEAL

The District shall have a common seal, which shall bear the legend "North Middlesex Regional School District-1956" and shall be in such form and of such design as the Committee shall determine. The District treasurer shall have custody of the seal.

4. This First Amendment is subject to the approval of the Emergency Finance Board of the Commonwealth and the State Department of Education.

WITNESS our hands as of the 25th day of April, 1957

NORTH MIDDLESEX REGIONAL DISTRICT SCHOOL COMMITTEE

Winfall H. Crocker  
Elmer A. Ricci  
Harold B. Olson  
Theodore W. Day  
John A. Sawyer  
Arthur A. Loveland

Thomas A. Lorie  
Elsa S. Williams  
Mary B. Green  
Stephen H. Keefe  
Leah J. Desmet  
Margaret A. Howell

The foregoing First Amendment to the North Middlesex Regional School District Agreement is hereby approved:

The Commonwealth of  
Massachusetts  
Emergency Finance Board

The Commonwealth of  
Massachusetts  
Department of Education

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Commissioner

Dated: \_\_\_\_\_, 1957

Dated: \_\_\_\_\_, 1957

The foregoing First Amendment to said Agreement has been accepted by the Member Towns as follows:

Accepted by the Town of Ashby at a town meeting held  
\_\_\_\_\_, 1957.

Attest:

TOWN OF ASHBY

\_\_\_\_\_  
Town Clerk of Ashby

By \_\_\_\_\_  
Chairman of Board of Selectmen

LAW OFFICES  
**SHAW, GLYNN & WITTENBERG**  
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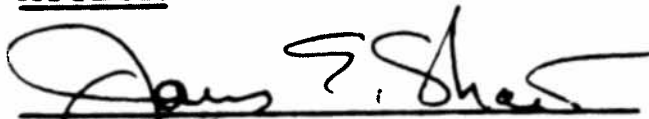
ARTHUR L. GLYNN  
JAMES E. SHAW  
FRANK WITTENBERG

649-7200

G E R T I F I C A T I O N

THIS IS TO CERTIFY that the attached is a true copy  
of the "Second Amendment to the North Middlesex Regional School  
District Agreement Providing for the Admission of the Town of  
Pepperell and the Withdrawal of the Town of Dunstable."

ATTEST:

  
\_\_\_\_\_  
James E. Shaw  
District Counsel

August 14, 1970

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT

\* \* \*

SECOND AMENDMENT TO THE NORTH MIDDLESEX REGIONAL SCHOOL  
DISTRICT AGREEMENT PROVIDING FOR THE ADMISSION OF THE  
TOWN OF PEPPERELL AND THE WITHDRAWAL OF THE TOWN OF DUNSTABLE

\* \* \*

WHEREAS:

(1) the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, formed a Regional School District under the provisions of Massachusetts General Laws (Ter.Ed.) Chapter 71, as amended, known as the North Middlesex Regional School District (the "District") and for that purpose entered into an agreement entitled "Agreement Between the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, With Respect to the Formation of a Regional School District";

(2) the Towns of Ashby and Pepperell withdrew from the District as of June 30, 1957 in accordance with the First Amendment to North Middlesex Regional School District Agreement (the aforesaid Agreement, as so amended, being hereinafter sometimes called the "Agreement");

✓(3) the Town of Pepperell desires to rejoin the District;

✓(4) the Town of Dunstable desires to withdraw from membership in the District; and

(5) the District has no outstanding bonds or notes or indebtedness of any kind;

NOW, THEREFORE,

In consideration of the foregoing and of the mutual promises herein contained, the Agreement is hereby further amended as follows:

1. Subject to the provisions of Sections VI, VII and VIII of the Agreement, the Town of Pepperell shall be admitted to and become a Member Town of the District as of 12:01 A.M., December 15, 1958 and the Town of Dunstable shall thereupon forthwith withdraw from and cease to be a Member Town of the District. At the time of such withdrawal by the Town of Dunstable, all members of the Regional District School Committee (the "Committee") elected or appointed from the Town of Dunstable shall cease to be members of the Committee and the terms of office of all officers of the District shall terminate.
2. (a) On or before December 14, 1958 the Committee shall select and engage a certified public accountant, who shall audit the financial records and accounts of the District as of December 14, 1958 and shall certify in writing to the Committee on or before December 31, 1958, the amount by which the funds in the treasury of the District on December 14, 1958 exceeded the aggregate of all the indebtedness, obligations and liabilities of the District, both fixed and contingent, which were incurred on or prior to, and were outstanding on, December 14, 1958. The cost of such audit shall be considered an obligation incurred on or prior to December 14, 1958. Of said amount so certified, the

District shall pay 16.6% to the Town of Dunstable and the remaining 83.4% shall remain in the treasury of the District to be credited to the Town of Townsend against future costs apportioned to said Townsend under the Agreement. Said amount so credited to Townsend shall be applied to reduce or eliminate each successive amount apportioned to Townsend, beginning with the first apportionment, until such credited amount is exhausted.

(b) If it should appear at any time after the date of the certificate referred to above that any indebtedness, obligation or liability of the District which was incurred on or prior to, and was outstanding on, December 14, 1958 (and which remained outstanding at such later time or had been paid or discharged by the District) was not included in the computation of said certified amount, because it was unknown or undisclosed or for any other reason, then Dunstable shall promptly pay to the District 16.6% of the amount of such indebtedness, obligation or liability and the amount credited to Townsend under Paragraph (a) shall be decreased by 83.4% of the amount of such indebtedness, obligation or liability.

(c) Correspondingly, if it should appear at any time after the date of such certificate that the District is not liable with respect to all or any part of any item of indebtedness, obligation or liability which was included in the computation of said certified amount, then the District shall pay to the

the amount credited to Townsend under Paragraph (a) shall be increased by 83.4% of the amount of such included indebtedness, obligation or liability for which the District is not liable.

3. Upon the admission of Pepperell and the withdrawal of Dunstable as provided in Paragraph 1 above, the Agreement shall be amended as follows:

(a) The Town of Pepperell shall be substituted for the Town of Dunstable wherever the latter is mentioned in the preamble of the Agreement. The term "Member Towns" shall refer only to the Towns of Pepperell and Townsend.

(b) Sections I and III shall be amended to read, respectively, as follows:

#### SECTION I

##### 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 Regional District School Committee ~~The "Committee"~~, which shall consist of six members, of whom three shall be elected or appointed as hereinafter provided by each of the Member Towns (being the Towns of Pepperell and Townsend). All members shall serve until their respective successors are elected and qualified.

###### B. Members from Townsend

Of the three members elected by Townsend at its 1957 annual town meeting, one shall serve for a term of one year, one for a term of two years, and one for a term of three years. Thereafter at every succeeding annual town election, Townsend shall elect one member to serve for a term of three years.

###### C. Members from Pepperell

On or before December 24, 1958, an appointing committee for the Town of Pepperell, consisting of the Moderator,

the Board of Selectmen and the School Committee, shall by majority vote appoint three members, some or all of whom may be from the membership of said appointing committee, to serve until the 1959 annual town meeting. Three members shall be elected by Pepperell at its 1959 annual town meeting, of whom one shall serve for a term of one year, one for a term of two years, and one for a term of three years. Thereafter at every succeeding annual town election, Pepperell shall elect one member to serve for a term of three years.

#### D. Vacancies

If a vacancy occurs in the Committee, the Selectmen and the remaining Committee members from the town involved shall by majority vote appoint a successor member. Such successor member shall serve until the next annual town election, at which election a successor shall be elected to serve the balance of the unexpired term, if any; except that, if a vacancy occurs among the members from Pepperell prior to the 1959 annual town meeting, the successor member shall serve instead until the 1959 annual town meeting.

#### E. Organisation

Promptly upon the appointment and qualification of the members from Pepperell as provided above, and annually thereafter upon the annual election and qualification of members of the Committee, the Committee shall organize and choose by ballot a Chairman from its own membership. At such meeting or at any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

#### F. Quorum

The quorum of the Committee for the transaction of business shall be four but a lesser number may adjourn.

\* \* \*

### SECTION III

#### Location of the Regional District School

The regional district school shall be located within the District within a radius of one (1) mile from the intersection of the Pepperell-Townsend-Groton boundary lines near Massachusetts Route 119.

(c) Subsection D of Section IV shall be amended

to read as follows:

**D. Apportionment of Capital and Operating Costs**

Capital costs (including payment of principal of and interest on bonds or other obligations of the District issued to finance capital costs) and operating costs, in either case incurred on or after December 15, 1958, shall be apportioned by the Committee, for the period beginning December 15, 1958 and ending December 31, 1959, within ten days after the adoption of the budget for that period, and thereafter annually in December for each ensuing calendar year. Such costs shall be apportioned as follows:

Each Member Town's share of the total of such capital and operating costs shall be determined by multiplying the total of such costs to be apportioned by a fraction, of which the numerator shall be that town's pupil enrollment in the Regional District School on the October 1 preceding the calendar year for which the apportionment is determined, and the denominator shall be the total pupil enrollment in the Regional District School on the same date from all the Member Towns. In the event that enrollment in the Regional District School has not been accomplished by such date, such costs shall be apportioned on the basis of the enrollment in Grades 7 through 12 of pupils residing in each Member Town and receiving education at such town's expense, on October 1, 1958, in the case of the apportionment for the period December 15, 1958 through December 31, 1959, and thereafter on the October 1 preceding the calendar year for which the apportionment is determined.

\* \* \*

(d) Subsection E of Section IV shall be deleted and Subsections F and G of Section IV shall be redesignated Subsections E and F, respectively.

(e) The first sentence of Subsection A of Section IX shall be amended to read as follows:

On or before January 15, 1959, the Committee shall prepare a reasonably detailed operating and maintenance budget covering expenses for the period December 15, 1958 to December 31, 1959 inclusive.

(f) In Subsection C of Section IX, the words "and IV E" in the first sentence shall be deleted and the following sentence shall be added at the end of said Subsection:

Such amounts shall be payable to the District in accordance with Subsection E of Section IV.

(g) Section X shall be amended to read as follows:

#### SECTION X

##### Incurring of Debt

No later than seven (7) days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from Member Towns, the Committee shall cause written notice of the amount of the debt, the general purposes for which it was authorized and the date of said authorization to be given to the Board of Selectmen in each of the Member Towns.

(h) In Section XI, the reference to Section IV E in the second sentence shall be changed to Section IV D.

4. This Second Amendment is subject to the approval of the Emergency Finance Board of the Commonwealth and the State Department of Education.

WITNESS OUR HANDS AND SEALS this 14th day of November,

1958.

NORTH MIDDLESEX REGIONAL DISTRICT SCHOOL COMMITTEE

DURSTABLE:

TOWNSEND:

*Leo R. Dumont*  
Leo R. Dumont

*Thomas A. Fine*  
Thomas A. Fine

*Ann J. Charlier*  
Ann J. Charlier

*John K. Bennett*  
John K. Bennett

*Willard J. Goldthwaite*  
Willard J. Goldthwaite, Sr.

*Oron T. Collins*  
Oron T. Collins

**BEAID**

\* \* \* \* \*

THE FOREGOING SECOND AMENDMENT TO SAID AGREEMENT IS  
HEREBY APPROVED.

The Commonwealth of Massachusetts  
Department of Education

The Commonwealth of Massachusetts  
Emergency Finance Board

BY: *William J. Douglas*

BY: *[Signature]*  
Commissioner

*William J. Hartigan*  
*Edward J. [Signature]*  
*[Signature]*

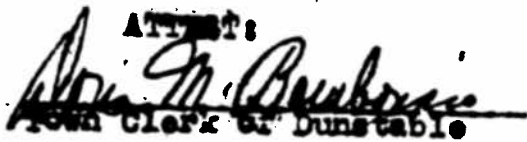
Dated: DEC 22 1958

Dated: NOV 20 1958

The foregoing Second Amendment to the North Middlesex Regional School District Agreement Providing For The Admission of the Town of Pepperell to and the Withdrawal of the Town of Dunstable from the North Middlesex Regional School District has been accepted by the Member Towns as follows:

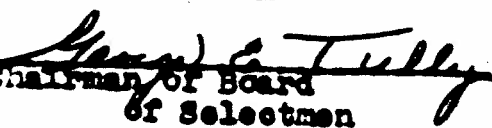
D U N S T A B L E

ACCEPTED BY THE TOWN OF DUNSTABLE AT A TOWN MEETING  
HELD NOVEMBER 24, 1958.

ATTEST:  
  
Town Clerk of Dunstable

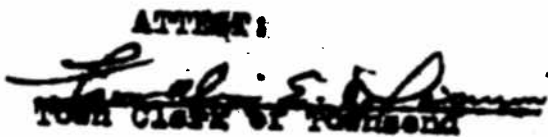
[SEAL]

TOWN OF DUNSTABLE

BY   
Chairman of Board  
of Selectmen

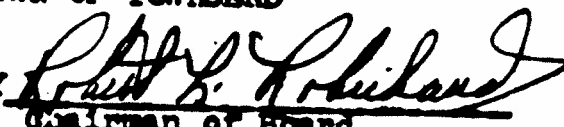
T O W N S E N D

ACCEPTED BY THE TOWN OF TOWNSEND AT A TOWN MEETING  
HELD DECEMBER 10, 1958.

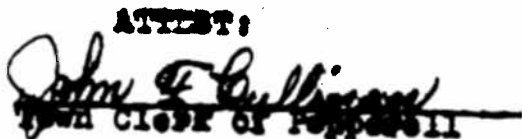
ATTEST:  
  
Town Clerk of Townsend

[SEAL]

TOWN OF TOWNSEND

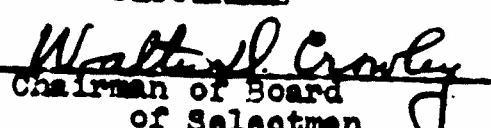
BY   
Chairman of Board  
of Selectmen

The foregoing Second Amendment and the North Middlesex Regional School District Agreement, as heretofore and thereby amended, has been accepted by the Town of Pepperell at a Town Meeting held December 1, 1958.

ATTEST:  
  
Town Clerk of Pepperell

[SEAL]

TOWN OF PEPPERELL

BY   
Chairman of Board  
of Selectmen

LAW OFFICES  
**SHAW, GLYNN & WITTENBERG**  
MAIN STREET  
DUNSTABLE, MASS. 01827


ARTHUR L. GLYNN  
JAMES E. SHAW  
FRANK WITTENBERG

648-7200

C E R T I F I C A T I O N

**THIS IS TO CERTIFY that the attached is a true copy of the**  
**"Third Amendment to the North Middlesex Regional School District**  
**Agreement Providing for the Admission of the Town of Ashby."**

**ATTEST:**

  
\_\_\_\_\_  
James E. Shaw  
District Counsel

August 14, 1970

**NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT**

**THIRD AMENDMENT TO THE NORTH MIDDLESEX REGIONAL  
SCHOOL DISTRICT AGREEMENT PROVIDING FOR THE ADMISSION OF  
THE TOWN OF ASHBY**

**WHEREAS:**

(1) the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, formed a Regional School District under the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 71, as amended, known as the North Middlesex Regional School District (the "District") and for that purpose entered into an agreement entitled "Agreement Between the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, With Respect to the Formation of a Regional School District";

(2) the Towns of Ashby and Pepperell withdrew from the District as of June 30, 1957 in accordance with the First Amendment to North Middlesex Regional School District Agreement (the aforesaid Agreement, as so amended, being hereinafter sometimes called the "Agreement");

(3) the Town of Dunstable withdrew from the District as of 12:01 A.M., December 15, 1958, and the Town of Pepperell rejoined the District as of the same time and date, all in accordance with the Second Amendment to said Agreement, and

(4) *the Town of Ashby desires to rejoin the District so as to participate in the construction of an addition to the present School Building, as well as other District programs, it being understood that Ashby pupils shall not attend the District until said addition is ready for occupancy; and*

(5) *additional school facilities are needed for the accommodation of the pupils in grades seven through twelve in the Towns of Pepperell and Townsend as well as for such pupils in the Town of Ashby if it is admitted to the District and the Regional District School Committee, substantially concurrently with its proposal to adopt this Third Amendment to the Agreement [contingent upon the adoption thereof], has taken appropriate action to authorize the construction and equipping of such additional facilities and the financing thereof; and*

(6) *as of 12:01 A. M. , local time, November 1, 1968 the outstanding bonds or notes or indebtedness [other than notes in anticipation of revenue] of the District shall be in the amount of Nine Hundred Ninety Thousand and 00/100 (\$990,000) Dollars.*

### NOW THEREFORE

*In consideration of the foregoing and of the mutual promises herein contained and subject to the provisions of Sections VI, VII and VIII of the Agreement, (i) the Town of Ashby shall be admitted to and become a Member Town of the District as of 12:01 A. M. , November 1, 1968 (ii) the attendance of pupils from the Town of Ashby in the said District shall be postponed until the new addition is ready for occupancy, and (iii) the Membership of Ashby on said District Committee shall be as hereinafter provided in this Third Amendment; and the Agreement is hereby further amended as follows:*

I

(a) The term "Member Towns" as defined in said Agreement shall refer only to the Towns of Pepperell, Townsend and Ashby.

II

(b) Section I of said Agreement shall be amended to read as follows:

SECTION I

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 Regional District School Committee (the "Committee"), which subject to the provisions of Paragraph E, Section I herein, shall consist of eight members, of whom three shall be elected or appointed as hereinafter provided by the Member Towns of Pepperell and Townsend, and of whom two shall be elected or appointed as hereinafter provided by the Member Town of Ashby. All members shall serve until their respective successors are elected and qualified.

B. Members from Townsend

Of the three members elected by Townsend at its 1967 annual town meeting, one shall serve for a term of one year, one for a term of two years, and one for a term of three years. Thereafter at every succeeding annual town election, Townsend shall elect one member to serve for a term of three years, subject, however, to the conditions stipulated in paragraph "E", Section I, herein.

C. Members from Pepperell

*of the three members elected by Pepperell at its 1959 annual town meeting, one shall serve for a term of one year, one for a term of two years and one for a term of three years. Thereafter at every succeeding annual town election, Pepperell shall elect one member to serve for a term of three years, subject, however, to the conditions stipulated in paragraph "E", Section I, herein.*

D. Members from Ashby

*Within ten days after the effective date for the admission of the Town of Ashby to the District, an appointing committee for the Town of Ashby, consisting of the moderator, the Board of Selectmen and the School Committee, shall by majority vote appoint two members, some or all of whom may be from the membership of said appointing committee, to serve until the 1969 annual town meeting. Two members shall be elected by Ashby at its 1969 annual town meeting, of whom one shall serve for a term of two years, and one for a term of three years. Thereafter - excepting the year 1970 and every subsequent third year - at every succeeding annual town election, Ashby shall elect one member to serve for a term of three years, subject, however, to the conditions stipulated in paragraph "E", Section I, herein.*

**B. Change in Proportionate Committee Membership** ✓

*Any town with a percentage of 25 or less shall be entitled to two members; any town with a percentage of more than 25 but less than 50 shall be entitled to three members; and any town with a percentage of 50 or more shall be entitled to four members. When a town is entitled to increase its membership on the committee, such town shall at its next annual town meeting elect its additional member for a three year term or its additional members for a one year term and a three year term respectively, as the case may be. When the foregoing computations require a reduction in the number of committee members to which a town is entitled, the town shall refrain from electing a successor to fill the term of office which expires next after the making of the computation requiring such reduction. The said "percentage" refers to the Town's pupil enrollment in the Regional District School on the said first day of October as provided in Subsection D of Section IV of the Agreement.*

**F. Vacancies**

*If a vacancy occurs in the Committee, the Selectmen and the remaining Committee members from the town involved shall by majority vote appoint a successor member. Such successor member shall serve until the next annual town election, at which election a successor shall be elected to serve the balance of the unexpired term, if any; except that, if a vacancy occurs among the members from Ashby prior to the 1969 annual town meeting, the successor member shall serve instead until the 1969 annual town meeting.*

**G. Organization**

*Promptly upon the appointment and qualification of the members from Ashby as provided above, and annually thereafter upon the annual election and qualification of members of the Committee, the Committee shall organize and choose by ballot a Chairman from its own membership. At such meeting or at any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office 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. Quorum**

*The quorum of the Committee for the transaction of business shall be five but a lesser number may adjourn.*

**III**

*Section III of said Agreement shall be amended to read as follows:*

**Section III**

**Location of the Regional District School**

*The regional district schools, including any additions thereto shall be located within the District within a radius of one (1) mile from the intersection of the Pepperell-Townsend-Groton boundary lines near Massachusetts Route 119.*

IV

Section IV of said Agreement shall be further amended so that subsection E shall read as follows:

**E. Times of Payment of Apportioned Costs**

*Each Member Town shall pay its proportionate share of the capital and operating costs to the Regional School District each year in four equal installments not later than the first day of April, June, August and November.*

*and so as to delete Paragraph F.*

V

(c) Subsection B of Section IX shall be amended to read as follows:

**B. Tentative Maintenance and Operating Budget**

*Hereafter, on or before December 1st, the Regional District School Committee shall annually prepare a tentative maintenance and operating budget for the ensuing calendar year, including therein provision for any installment of principal or interest to become due in such 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 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:*

**1000 - Administration**  
**2000 - Instruction**  
**3000 - Other Services**  
**4000 - Operation and Maintenance of Plant**  
**5000 - Fixed Charges**  
**6000 - Community Services**  
**7000 - Acquisition of Fixed Assets**  
**8000 - Debt Retirement and Debt Service**  
**9000 - Programs with Other Schools**

**Copies of such tentative budget shall be mailed to the Chairman of the Finance or Advisory Committee of each Member Town; or if there is no Finance or Advisory Committee in a Member Town, to the Chairman of the Board of Selectmen of such Town.**

## **VI**

**Said Agreement shall be further amended by adding a new Section to be designated "Section XIV" which shall read as follows:**

### **Section XIV**

#### **Terms of Admission of the Town of Ashby**

**A. At such time as the Committee determines, it shall mail by registered or certified mail to the school committee of the Town of Ashby written notice of the date upon which the Committee shall assume jurisdiction over the pupils residing in the Town of Ashby and attending grades seven through twelve inclusive, which date shall be determined by the Committee. The Town of Ashby shall not be obligated to pay any operating costs or capital costs [other than as provided in Paragraph B of this Section XIV] of the District for the calendar year in which the District shall assume jurisdiction**

*of its pupils as hereinbefore provided or for any calendar year prior thereto, but it shall pay tuition to the District for any of its pupils attending the District Schools during any of the aforesaid calendar years or portion thereof. Tuition for such pupils for the portion of a calendar year, if any, remaining after the date upon which the Committee shall assume jurisdiction over Ashby pupils as aforesaid shall be so fixed and determined that in the aggregate said tuition shall be equal to the share of operating and capital costs apportionable to the Town of Ashby pursuant to paragraph D of Section IV [as modified in the case of capital costs apportionable under paragraph B of this Section XIV] for such portion of such year and not otherwise apportioned under said paragraph B to said Town for such year. For every calendar year subsequent to the year in which the District shall assume jurisdiction of the pupils residing in the Town of Ashby and attending grades seven through twelve as hereinbefore provided, the Town of Ashby shall have apportioned to it and shall pay its full share of the operating and capital costs of the District in the manner provided in Paragraph D of Section IV. In the event that the District shall assume jurisdiction of the pupils after October 1 in any calendar year, apportionment under Paragraph D of Section IV in the following year as if all pupils in grades seven through twelve residing in the Town of Ashby and receiving education at the Town's expense shall be treated as if such pupils were attending the District schools.*

H

**B. Notwithstanding any provisions to the contrary contained in this Agreement, capital costs consisting of the payment of the principal of and interest on the bonds or notes [other than notes in anticipation of revenue] of the District issued on or after November 1, 1968 and prior to the date when the District shall assume jurisdiction of pupils residing in the Town of Ashby and attending grades seven through twelve inclusive, shall be apportioned among the Member Towns as provided in Paragraph D of Section IV except that for purposes of such apportionment of such capital costs, all pupils in grades seven through twelve residing in the Town of Ashby and receiving education at the Town's expense shall be treated as if such pupils were attending the District schools until and including the calendar year in which the Committee shall assume jurisdiction over the pupils residing in the Town of Ashby and attending grades seven through twelve as heretofore provided.**

**C. Upon its admission as a Member Town, the Town of Ashby shall be obligated to pay its share of the depreciated value of the existing school buildings of the District [less the principal amount of outstanding debt incurred by the District on account thereof] as shall finally be determined at the date of assumption of jurisdiction by the Committee which share as of July 1, 1968 is hereby determined to be at least One Hundred Eighty Thousand Two Hundred Eighty-Six and 66/100 (\$180,286.66 Dollars). Said sum shall be payable as follows: The sum of Ninety Thousand (\$90,000) Dollars on April 1, 1969; the remaining balance to be paid in ten (10) equal annual installments. The said remaining balance shall be payable on or before December 31st of**

*each calendar year, without interest, commencing with a first payment on or before December 31, 1970.*

*All funds paid by the town of Ashby under Section XIV (D) shall be used as a credit against sums otherwise payable to the District by the Towns of Pepperell and Townsend for their respective shares of capital costs, such credit to be made as between said two Towns in the proportion in which capital costs are apportioned under this Agreement for the year in which such credit is made or held in a special account and used with any increment thereon for such credit hereunder in a future year or years as shall be determined by the District School committee members from the said two named towns.*

*D. The Town of Ashby shall have the right in any year to prepay the whole or any part of the unpaid balance of its share of said depreciated value of the existing school buildings, and in such event the sum so paid in any year in excess of the said equal annual installment shall be placed in a special account and, with any increment thereon, shall be used only to pay in each succeeding year the sum otherwise payable by the Town of Ashby under Paragraph C of this Section XIV. Any balance in said special account after the payment of the obligation of the Town of Ashby, shall be deducted from the amount of capital costs to be allocated to the Member Towns in the next succeeding year.*

VII

*This Third Amendment, if approved in the manner provided for in the Agreement, shall not take effect unless and until the vote of the Committee authorizing the issuance of bonds in the amount of Two Million Eight Hundred Ninety Thousand (\$2,890,000) Dollars for the purpose of providing sufficient facilities to accommodate such pupils from the Member Towns, including the pupils from the Town of Ashby, becomes effective.*

*A vote by the Town of Ashby to join the District by acceptance of this Third Amendment shall be deemed to include approval of the issuance of said bonds or notes to provide such additional facilities and also approval of its obligation to assume its proportional share of the bonds or notes and the interest thereon in accordance with this Agreement as so amended.*

VIII

*This Amendment is subject to the approval of the Emergency Finance Board of the Commonwealth, and the State Department of Education.*

*WITNESS our hands and seals this ninth day of September, 1968.*

**NORTH MIDDLESEX REGIONAL DISTRICT SCHOOL COMMITTEE**

Pepperell:

Townsend:

\_\_\_\_\_  
*Norman H. Tule*

\_\_\_\_\_  
*David H. Pfister*

\_\_\_\_\_  
*Margaret B. Lupien*

\_\_\_\_\_  
*Carroll F. Holt*

\_\_\_\_\_  
*Joseph A. Sullivan*

VII

*This Third Amendment, if approved in the manner provided for in the Agreement, shall not take effect unless and until the vote of the Committee authorizing the issuance of bonds in the amount of Two Million Eight Hundred Ninety Thousand (\$2,890,000) Dollars for the purpose of providing sufficient facilities to accommodate such pupils from the Member Towns, including the pupils from the Town of Ashby, becomes effective.*

*A vote by the Town of Ashby to join the District by acceptance of this Third Amendment shall be deemed to include approval of the issuance of said bonds or notes to provide such additional facilities and also approval of its obligation to assume its proportional share of the bonds or notes and the interest thereon in accordance with this Agreement as so amended.*

VIII

*This Amendment is subject to the approval of the Emergency Finance Board of the Commonwealth, and the State Department of Education.*

*WITNESS our hands and seals this ninth day of September, 1968.*

**NORTH MIDDLESEX REGIONAL DISTRICT SCHOOL COMMITTEE**

Pepperell:

Norman H. Tule  
Norman H. Tule

Margaret B. Lupien  
Margaret B. Lupien

Joseph A. Sullivan  
Joseph A. Sullivan

Townsend:

David H. Pfister  
David H. Pfister

Carroll F. Holt  
Carroll F. Holt

**THE FOREGOING THIRD AMENDMENT TO SAID AGREEMENT  
IS HEREBY APPROVED.**

**The Commonwealth of Massachusetts  
Department of Education**

**The Commonwealth of Massachusetts  
Emergency Finance Board**

BY: *D. Sullivan*

BY: *Bernabini*

OCT 24 1968

*Walter Blinn*

*Ruth Alexander*

*Arthur H. McPinn*

OCT. 30 1968

Dated: \_\_\_\_\_, 1968


\*\*\*\*\*


The foregoing Third Amendment to the North Middlesex Regional School District Agreement Providing For The Admission of the Town of Ashby has been accepted by the Member Towns as follows:

PEPPERELL

ACCEPTED BY THE TOWN OF PEPPERELL AT A TOWN MEETING HELD OCTOBER 2, 1968.

ATTEST:

  
Frank H. Yale, Jr., Town Clerk  
of Pepperell


TOWN OF PEPPERELL  
BY   
Charles B. Leonard, Chairman  
of Board of Selectmen

[ SEAL ]

TOWNSEND

ACCEPTED BY THE TOWN OF TOWNSEND AT A TOWN MEETING HELD OCTOBER 7, 1968.

ATTEST:

  
Frank E. Sullivan, Town Clerk  
of Townsend

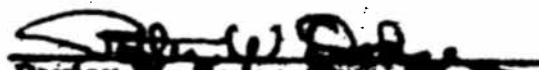
TOWN OF TOWNSEND  
BY   
Maurice P. Bellinger, Chairman  
of Board of Selectmen

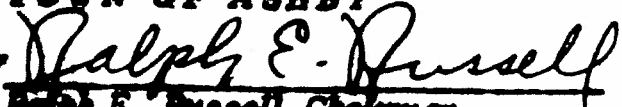
[ SEAL ]

ASHBY

The foregoing Third Amendment and the North Middlesex Regional School District Agreement as heretofore and hereby amended, has been accepted by the Town of Ashby at a Town Meeting held October 7, 1968.

ATTEST:

  
Porter W. Dodge, Town Clerk  
of Ashby

TOWN OF ASHBY  
BY   
Ralph E. Russell, Chairman  
of Board of Selectmen

[ SEAL ]

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT

BOX 501

TOWNSEND, MASSACHUSETTS

01469

Dr. Peter J. Dugan  
Superintendent  
597-8300

Mr. Charles Fox  
Asst. Superintendent  
433-9091



Mrs. Carol Elliott  
Business Manager  
597-6302

PEPPERELL - ASHBY - TOWNSEND

C E R T I F I C A T I O N

THIS IS TO CERTIFY that the attached is a true copy of the original Fifth Amendment to the North Middlesex Regional School District Agreement Providing for the Establishment of a July First to June Thirtieth Fiscal Year Beginning July 1, 1974.

ATTEST:

*Colin E. Bourn*

Colin E. Bourn, Secretary  
North Middlesex Regional  
School District School Committee

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT

FIFTH AMENDMENT TO THE NORTH MIDDLESEX REGIONAL  
SCHOOL DISTRICT AGREEMENT PROVIDING FOR THE ESTABLISHMENT  
OF A JULY FIRST TO JUNE THIRTIETH FISCAL YEAR  
BEGINNING JULY 1, 1974

WHEREAS:

(1) *the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, formed a Regional School District under the provisions of Massachusetts General Laws ( Ter. Ed. ) Chapter 71, as amended, known as the North Middlesex Regional School District ( the "District" ) and for that purpose entered into an agreement entitled "Agreement Between the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, With Respect to the Formation of a Regional School District";*

(2) *the Towns of Ashby and Pepperell withdrew from the District as of June 30, 1957 in accordance with the First Amendment to North Middlesex Regional School District Agreement ( the aforesaid Agreement, as so amended, being hereinafter sometimes called the "Agreement" );*

(3) *the Town of Dunstable withdrew from the District as of 12:01 A.M., December 15, 1958, and the Town of Pepperell rejoined the District as of the same time and date, all in accordance with the Second Amendment to said Agreement, and*

(4) *the Town of Ashby rejoined the District as of 12:01 A.M., November 1, 1968 with the understanding that Ashby pupils would not attend the District until an addition to the original school building was ready for occupancy in accordance with the Third Amendment to said Agreement;*

(5) the Member Towns amended the said Agreement so as to provide that the regional school district includes all grades from kindergarten through grade twelve effective November 9, 1970 in accordance with the Fourth Amendment to the said Agreement; and

(6) Chapter 849 of the Acts of 1969 as amended provides that for all cities, towns and districts in the Commonwealth the fiscal period beginning January 1, 1973 shall be an 18 month period ending on June 30, 1974; and, thereafter, the fiscal year of the said cities, towns and districts shall be from July 1st to June 30th of the next succeeding calendar year; and,

(7) Chapter 510 of the Acts of 1970 provides that the Regional District School Committee of any regional school district established under the provisions of Chapter 71 of the General Laws or of any special law may by majority vote of its entire membership make an amendment to its Agreement without submission to the member municipalities for acceptance for the limited purposes stated in said Chapter 510.

NOW THEREFORE

In consideration of the foregoing and of the mutual promises herein contained, effective at 11:59 P.M. on December 31, 1972, the said North Middlesex Regional School District Agreement is amended as follows:

(a) Section IV, subsection "F" of said Agreement shall be amended to read as follows:

**F. Definition of Term Fiscal Year; Times of Payment of Apportioned Costs**

1) The fiscal year 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.

2) Notwithstanding the provisions of Sections IV, V and IX and other related sections, if any, of this Agreement, the date on or before which the respective percentages of the annual share of costs of the District apportioned to each Member Town shall for each such Town be the first day of October; and the said percentages of each Member Town's share shall be determined by computing the ratio which its pupil enrollment in grades seven through twelve in such school on October 1st of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment in grades seven through twelve from all the Member Towns in such school on that date.

(3) Provided, however, that for 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 shall be as follows:

<u>Towns</u>	<u>Percentage</u>	<u>Date</u>
Ashby	17.57%	October 1, 1972
Pepperell	45.84%	October 1, 1972
Townsend	36.59%	October 1, 1972

AN ACT VALIDATING ADOPTION BY THE  
NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT  
OF AN AMENDMENT TO ITS AGREEMENT

Be it enacted by the Senate and House of Representatives  
in General Court assembled, and by the authority of the same,  
as follows:

SECTION 1. The adoption by the North Middlesex Regional School District of the amendment to its regional school district agreement entitled "Fourth Amendment to the North Middlesex Regional School District Agreement providing for the inclusion of all grades from kindergarten through grade twelve", which amendment was initiated by vote of the regional district school committee adopted on November 9, nineteen hundred and seventy, and acted upon by the Town of Pepperell at its annual town meeting held on March fifteenth, nineteen hundred and seventy-one, by the town of Townsend at its annual town meeting held on March eighth, nineteen hundred and seventy-one, and by the town of Ashby at its annual town meeting held on March ninth, nineteen hundred and seventy-one, is hereby validated and confirmed and said amendment is declared to be effective to the same extent as though this act had been in full force and effect on March fifteenth, nineteen hundred and seventy-one except that nothing therein contained shall be deemed to authorize the leasing to said regional school district of the former Ashby High School.

SECTION 2. This act shall take effect upon its passage.

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

Each Member Town shall pay its proportionate share of the capital and operating costs to the Regional School District in each fiscal year in four equal installments not later than August 1st, November 15th, February 15th and May 15th; except that for the fiscal period beginning January 1, 1973 and ending June 30, 1974 the said payment shall be made in six equal installments not later than April 1, 1973, June 1, 1973, August 1, 1973, November 15, 1973, February 15, 1974 and May 15, 1974.

(5) Notwithstanding the provisions of subsection B of Section IX of said Agreement, the date upon which the Regional District School Committee shall prepare a tentative maintenance and operating budget (and submitted to the Member Towns) for the ensuing fiscal year as defined above shall be on or before the first day of December and the apportioned shares shall be certified to the Member Towns by the District Treasurer, [ until further vote of the Committee and to the extent permitted by the General Laws] on or before the thirty-first day of December.

(b)

This amendment is subject to the approval of the Emergency Finance Board of the Commonwealth, and the State Department of Education.

Witness our hands and seals this 26th day of December, 1972.

NORTH MIDDLESEX REGIONAL DISTRICT SCHOOL COMMITTEE

Ashby:

Richard Lundberg  
Richard Lundberg

Raini Honkala  
Raini Honkala

Pepperell:

Thelma I. Bennett  
Thelma I. Bennett

Barry R. Fuller  
Barry R. Fuller

Joseph A. Sullivan  
Joseph A. Sullivan

Townsend:

J. Verne Quimby  
J. Verne Quimby

Mary Alice McFague  
Mary Alice McFague

David H. Ffister  
David H. Ffister

(c) Section IV of said Agreement shall be amended to read as follows:

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

E. Apportionment of Operating Costs

*Operating costs for the calendar year in which the Committee assumes jurisdiction over the pupils in all grades from kindergarten through grade twelve and for every calendar year subsequent thereto shall be apportioned on the basis of enrollment of pupils in the regional school district. Each member town's share shall be determined by computing the ratio which that town's pupil enrollment in the regional school district on October 1 of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment from all the member towns on the same date. In computing operating costs for the calendar year in which the District shall assume jurisdiction over the pupils in all grades from kindergarten through grade twelve, any cost applicable to the town of Ashby shall be excluded from such operating costs and treated separately as provided in paragraph B of Section XIV.*

*Operating costs for every calendar year subsequent thereto shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional district schools, including the leased schools referred to in paragraph B of Section III. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the regional district schools on October 1 of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment from all the member towns in the regional district schools on the same date. In the event that there is no enrollment in the regional district schools on October 1 of any year, operating costs shall be apportioned on the basis of enrollment in all the grades from kindergarten through grade twelve of pupils residing in each member town and receiving education at such town's expense on the said October 1.*

(e) Section X of said Agreement shall be amended to read as follows:

SECTION X  
INCURRING OF DEBT

*The Committee may vote to incur debt in either of the following ways provided the said vote so specifies, namely:*

A. *In voting to authorize the incurring of debt, other than temporary debt in anticipation of revenue to be received from the member towns, the Committee shall, not later than seven (7) days after the date of said vote, give written notice of the amount of the debt, the general purposes for which it was authorized, and the date of the authorization to the Board of Selectmen of each of the member towns for action in accordance with Chapter 71, Section 16 (d) of the General Laws.*

B. *In voting to authorize the incurring of debt, other than temporary debt in anticipation of revenue to be received from the member towns, the Committee shall call for approval of said authorization by a majority of the registered voters in the member towns voting on the question at an election called and held in each member town pursuant to the provisions of Chapter 71, Section 16 (n) of the General Laws.*

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT

\* \* \*

FOURTH AMENDMENT TO THE NORTH MIDDLESEX REGIONAL  
SCHOOL DISTRICT AGREEMENT PROVIDING FOR THE INCLUSION  
OF ALL GRADES FROM KINDERGARTEN THROUGH GRADE TWELVE

\* \* \*

WHEREAS:

- (1) *the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, formed a Regional School District under the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 71, as amended, known as the North Middlesex Regional School District (the "District") and for that purpose entered into an agreement entitled "Agreement Between the Towns of Ashby, Dunstable, Pepperell and Townsend, Massachusetts, With Respect to the Formation of a Regional School District";*
- (2) *the Towns of Ashby and Pepperell withdrew from the District as of June 30, 1957 in accordance with the First Amendment to North Middlesex Regional School District Agreement (the aforesaid Agreement, as so amended, being hereinafter sometimes called the "Agreement");*
- (3) *the Town of Dunstable withdrew from the District as of 12:01 A. M., December 15, 1958, and the Town of Pepperell rejoined the District as of the same time and date, all in accordance with the Second Amendment to said Agreement, and*

(4) The Town of Ashby rejoined the District as of 12:01 A.M., November 1, 1968 with the understanding that Ashby pupils would not attend the District until an addition to the original school building was ready for occupancy in accordance with the Third Amendment to said Agreement;

(5) the Member Towns wish to amend the Agreement so as to provide that the regional school district shall include all grades from kindergarten through grade twelve; and

(6) as of 12:01 A.M., local time, July 1, 1970 the outstanding bonds or notes or indebtedness [other than notes in anticipation of revenue] of the District shall be in the amount of Four Million Four Hundred Ninety-Five Thousand (\$4,495,000.) Dollars.

**NOW THEREFORE**

In consideration of the foregoing and of the mutual promises herein contained and subject to the provisions of Section VI, IX, X and XII of the Agreement, the regional school district shall henceforth include all grades from kindergarten through grade twelve, and the Agreement is hereby further amended as follows:

**I**

(a) Section II of said Agreement shall be amended to read as follows:

**SECTION II**

**TYPE OF REGIONAL SCHOOL DISTRICT**

The regional school district shall include all grades from kindergarten through grade twelve. The regional district school committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon.

(b) Section III of said Agreement shall be amended to read as follows:

SECTION III

REGIONAL DISTRICT SCHOOL BUILDINGS

A. Location of Regional Schools

The regional district schools, including any additions thereto, shall be located within the District within a radius of one mile from the intersection of the Pepperell-Townsend-Groton boundary lines near Massachusetts Route 119 except:

1. When a new school building is constructed for the purpose of accomodating pupils primarily [as determined by majority vote of the Committee] from a particular Member Town the said building may be located in that town;

2. When a school building already located in a particular Member Town is leased by the District as hereinafter provided.

B. Lease of School Buildings

The Town of Ashby is hereby authorized to lease to the regional school district all the premises and buildings presently known as the:

1. Ashby Elementary School
2. Ashby High School

The Town of Pepperell is hereby authorized to lease to the regional school district all the premises and buildings presently known as the:

1. Clara M. Shattuck School
2. Groton Street School
3. Peter F. Fitzpatrick School

*The Town of Townsend is hereby authorized to lease to the regional school district all the premises and buildings presently known as the:*

- 1. Spaulding Memorial School*

*C. Terms Of Lease*

*Each of said leases involving a Member town shall be on such terms as may be determined by the selectmen thereof and the Committee, who shall execute the lease for the Member Town and the District respectively subject however, to the following conditions:*

- 1. None of the Member Towns shall receive any rental under any such lease;*

- 2. Each of said leases shall be for a term not in excess of twenty years and the term shall commence on the date when the Committee assumes jurisdiction, as hereinafter provided, over the pupils in all grades of the District;*

- 3. Each of said leases shall contain a provision 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.*

- 4. Each of said leases shall contain provisions authorizing the District to insure, repair, improve, alter, remodel or modernize - in its discretion and at its own expense - any of the said buildings.*

(c) Section IV of said Agreement shall be amended to read as follows:

**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, re-constructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.*

C. Operating Costs

*Operating costs shall include all costs not included in capital costs as defined in paragraph B of this section, but including interest on temporary notes issued by the District in anticipation of revenue.*

D. Apportionment of Capital Costs ✓

*Capital costs, including debt service on bonds or notes issued by the District to finance capital costs, in connection with any particular district school shall be apportioned on the basis of each member town's pupil enrollment in such school. Each member town's share shall be determined by computing the ratio which its pupil enrollment in such school on October 1 of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment from all the member towns in such school on that date. If there is no enrollment in such school on the aforesaid October 1, the apportionment of debt service with respect thereto shall be made on the basis of the estimated pupil enrollment from each member town in such school on the aforesaid date had there been any enrollment, such estimate to be made by the Committee. Provided however that a Member Town, or Member Towns, as the case may be, having no pupils enrolled or estimated to be enrolled in such school shall share no part of such capital costs.*

E. Apportionment of Operating Costs

Operating costs for the calendar year in which the Committee assumes jurisdiction over the pupils in all grades from kindergarten through grade twelve and for every calendar year subsequent thereto shall be apportioned on the basis of enrollment of pupils in the regional school district. Each member town's share shall be determined by computing the ratio which that town's pupil enrollment in the regional school district on October 1 of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment from all the member towns on the same date. In computing operating costs for the calendar year in which the District shall assume jurisdiction over the pupils in all grades from kindergarten through grade twelve, any cost applicable to the town of Ashby shall be excluded from such operating costs and treated separately as provided in paragraph B of Section XIV.

Operating costs for every calendar year subsequent thereto shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional district schools, including the leased schools referred to in paragraph B of Section III. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the regional district schools on October 1 of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment from all the member towns in the regional district schools on the same date. In the event that there is no enrollment in the regional district schools on October 1 of any year, operating costs shall be apportioned on the basis of enrollment in all the grades from kindergarten through grade twelve of pupils residing in each member town and receiving education at such town's expense on the said October 1.

*Provided, however, that a member town or member towns, as the case may be, having no pupils enrolled in any one or more of such district schools shall pay no part of the operating costs - other than those costs which are commonly shared by all member towns - for that particular school or schools.*

**F. Times of Payment of Apportioned Costs**

*Each member town shall pay its proportionate share of the capital and operating costs to the regional school district in each year in four equal installments not later than the first day of April, June, August and November.*

*(c) Section VIII of said Agreement shall be amended by adding to and by inserting at the end of said Section VIII the following paragraph:*

**D. Apportionment of Capital Costs After Withdrawal**

*The withdrawing town's annual share of any future installments 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 town or towns which have withdrawn shall be apportioned to the remaining member town or towns in the manner provided in paragraph D of Section IV or as may be otherwise provided in the amendment providing for such withdrawal.*

(e) Section X of said Agreement shall be amended to read as follows:

SECTION X  
INCURRING OF DEBT

*The Committee may vote to incur debt in either of the following ways provided the said vote so specifies, namely:*

- A. *In voting to authorize the incurring of debt, other than temporary debt in anticipation of revenue to be received from the member towns, the Committee shall, not later than seven (7) days after the date of said vote, give written notice of the amount of the debt, the general purposes for which it was authorized, and the date of the authorization to the Board of Selectmen of each of the member towns for action in accordance with Chapter 71, Section 16 (d) of the General Laws.*
- B. *In voting to authorize the incurring of debt, other than temporary debt in anticipation of revenue to be received from the member towns, the Committee shall call for approval of said authorization by a majority of the registered voters in the member towns voting on the question at an election called and held in each member town pursuant to the provisions of Chapter 71, Section 16 (n) of the General Laws.*

*(f) Section XII of said Agreement shall be amended to read as follows:*

SECTION XII

EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

*All principals, supervisors and teachers employed in grades kindergarten through six on the date on which the Committee assumes jurisdiction over the pupils in all grades from kindergarten through grade twelve shall be employed in the District in the same capacity without a reduction in salary for the first school year of employment. Any such principal, supervisor or teacher who on the date of his employment with the District is then on tenure shall continue thereafter to serve on tenure basis.*

(g). Said Agreement shall be further amended by adding a new Section to be designated "Section XV" which shall read as follows:

SECTION XV

ASSUMPTION OF JURISDICTION OVER GRADES K - 12

At such time as it determines, the regional district school committee shall give written notice by registered or certified mail to the local school committee and to the selectmen of the Member Towns specifying the date on which the Committee shall assume jurisdiction over the pupils in all the grades of the district, which date shall be consistent with the availability of new facilities to accomodate the pupils in grades seven through twelve from the town of Ashby, subject to and as provided hereinabove by Section XIV.

On the date when such jurisdiction is assumed, the Committee may also by lease assume control of the school buildings as provided in Section III hereinabove without liability for any debt incurred prior to such date whether or not such debt is for the maintenance, capital improvement, repair or operation of such building.

The towns of Ashby, Pepperell and Townsend shall not be obligated to pay any operating costs of the District for the calendar year in which the District shall assume jurisdiction of pupils in grades kindergarten through six, except as hereinabove provided or for any calendar year prior thereto, but it shall pay tuition to the District for any of its pupils attending District schools during the aforesaid calendar years or portions thereof. Tuition for such pupils for the portion of a calendar year, if any, remaining after the date upon which the Committees shall assume jurisdiction over said pupils, shall be so fixed and determined that in the aggregate said tuition shall be equal to the share of operating and capital costs apportionable to each town listed above.

pursuant to paragraph D and E of said Section IV for such portion of such year. For each calendar year subsequent to the year in which the District shall assume jurisdiction of the pupils in the towns of Ashby, Pepperell and Townsend and attending grades kindergarten through six as herein before provided, each town shall have apportioned to it, and shall pay its full share of the operating and capital costs of the District in the manner provided in paragraphs D and E of said Section IV as applicable. In the event that the District shall assume jurisdiction of the pupils after October 1 in any calendar year, apportionment under said paragraphs D and E of Section IV in the following year shall be determined as if all the pupils in grades kindergarten through six in each town receiving education at the towns expense were attending the District schools.

II

This Fourth Amendment is subject to the approval of the Emergency Finance Board of the Commonwealth and the State Department of Education.

WITNESSETH our hands and seals this ninth day of November, 1970.

NORTH MIDDLESEX REGIONAL DISTRICT SCHOOL COMMITTEE

Ashby:

Pepperell:

Townsend:

Lois Goguen  
Lois Goguen

Thelma I. Bennett  
Thelma I. Bennett

Carroll F. ...  
Carroll F. ...

Richard Lindberg  
Richard Lindberg

Joseph A. Sullivan  
Joseph A. Sullivan

David H. ...  
David H. ...

Norman H. Tule  
Norman H. Tule

Rodney A. ...  
Rodney A. ...

Attest  
Paul R. MacEwen  
Town Clerk

**THE FOREGOING FOURTH AMENDMENT TO SAID NMRSD AGREEMENT  
IS HEREBY APPROVED.**

**The Commonwealth of Massachusetts  
Department of Education**

**The Commonwealth of Massachusetts  
Emergency Finance Board**

**BY: \_\_\_\_\_**

**BY: \_\_\_\_\_**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dated: \_\_\_\_\_, 1970**

\* \* \* \* \*

The foregoing Health Amendment to the Health Officers' District School District Agreement Providing For The Inclusion of All Grades From Kindergarten Through Grade Twelve has been accepted by the Member Towns as follows:

ASHBY

ACCEPTED BY THE TOWN OF ASHBY AT A TOWN MEETING  
HELD March 9, 1971  
1970.

ATTEST:

TOWN OF ASHBY

Porter W. Dodge  
Porter W. Dodge, Town Clerk  
of Ashby

BY Robert E. Russell  
Chairman of Board of Selectmen

[ SEAL ]

FEPPERELL

ACCEPTED BY THE TOWN OF FEPPERELL AT A TOWN MEETING  
HELD March 15, 1971  
1970.

ATTEST:

TOWN OF FEPPERELL

David W. Sullivan  
David W. Sullivan, Jr., Town Clerk  
of Fepperell

BY Harold R. Pillsbury, Jr.  
Chairman of Board of Selectmen

[ SEAL ]

TOWNSEND

ACCEPTED BY THE TOWN OF TOWNSEND AT A TOWN MEETING  
HELD March 11, 1970.

ATTEST:

TOWN OF TOWNSEND

Franklin E. Morrison  
Franklin E. Morrison, Town Clerk  
of Townsend

BY John W. ...  
Chairman of Board of Selectmen

[ SEAL ]

A True Copy  
attest  
Marilyn C. MacEwen  
Town Clerk

The foregoing Fourth Amendment to the North Middlesex Regional School District Agreement Providing For The Inclusion of All Grades From Kindergarten Through Grade Twelve has been accepted by the Member Towns as follows:

ASHBY

ACCEPTED BY THE TOWN OF ASHBY AT A TOWN MEETING

HELD \_\_\_\_\_, 1970.

ATTEST:

TOWN OF ASHBY

Forster W. Dodge, Town Clerk  
of Ashby

[ SEAL ]

BY \_\_\_\_\_  
Chairman of Board of Selectmen

PEPPERELL

ACCEPTED BY THE TOWN OF PEPPERELL AT A TOWN MEETING

HELD \_\_\_\_\_, 1970.

ATTEST:

TOWN OF PEPPERELL

Frank E. Tule, Jr., Town Clerk  
of Pepperell

[ SEAL ]

BY \_\_\_\_\_  
Chairman of Board of Selectmen

TOWNSEND

ACCEPTED BY THE TOWN OF TOWNSEND AT A TOWN MEETING

HELD March 2, 1970.

ATTEST:

TOWN OF TOWNSEND

Franklin E. Morrison, Town Clerk  
of Townsend

[ SEAL ]

BY Harold J. Hayes  
Chairman of Board of Selectmen

**SIXTH AMENDMENT TO THE NORTH MIDDLESEX REGIONAL  
SCHOOL DISTRICT AGREEMENT**

IT IS ORDERED THAT, effective August 1, 1998, pursuant to Massachusetts General Laws, chapter 71, and the Court's Order of June 25, 1998, the North Middlesex Regional School District Agreement shall be amended as follows:

**SECTION I**

**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 Regional District School Committee (the "Committee") consisting of three members elected in at-large elections ("At-Large Members") from the towns of Pepperell, Townsend and Ashby ("Member Towns") in the Member Towns and six members elected in local elections from the Member Towns ("Resident Members"). Subject to Paragraphs B & D, Section I, herein, the Resident Members shall be elected as follows, two Resident Members shall reside in, and be elected by, Townsend and its voters, three Resident Members shall reside in, and be elected by, Pepperell and its voters, and one Resident Member shall reside in, and be elected by, Ashby and its voters. Any Resident Member must resign if said Resident Member moves from the Member Town in which he or she was elected.

**B. Membership**

**1. Certain School Committee Members Whose Terms Expire in 2001**

The present Committee member from Townsend whose term expires in 2001, the present Committee member from Pepperell whose term expires in 2001, and the present Committee member from Ashby whose term expires in 2001 shall hereafter be deemed Resident Members and their terms shall expire as of the fourth Monday of April in 2001. The successors to each such member shall be elected as Resident Members and shall serve three-year terms.

**2. Certain School Committee Members Whose Terms Expire in 2000**

The present Committee member from Townsend whose term expires in 2000 and the present Committee member from Pepperell whose term expires in 2000 shall hereafter be deemed Resident Members and their terms shall expire as of the fourth Monday of April in 2000. The successors to each such member shall be elected as Resident Members and shall serve three-year terms.

**3. Certain School Committee Members Whose Terms Expire in 1999**

The terms of the present Committee member from Townsend whose term is set to expire in 1999 and the present Committee member from Ashby whose term is set to expire in 1999 shall

expire as of the fourth Monday of April in 1999. The present Committee member from Pepperell whose term is set to expire in 1999 shall hereafter be deemed a Resident Member from Pepperell and his or her term shall be extended so that it expires as of the fourth Monday of April in 2000. The successors to said member shall be elected as Resident Members and shall serve three-year terms

#### 4. At-Large Members

Beginning in 1999, the Member Towns shall elect three additional At-Large Members in district-wide elections, which shall be held on the fourth Monday of April, polls to be open 7:00 a.m. to 8:00 p.m., to serve three-year terms. The successors to such members also shall be elected on the fourth Monday in April as At-Large Members and shall serve three-year terms.

#### C. Election of School Committee Members at District-Wide Elections

The Secretary of the Committee shall be designated the District Clerk. Commencing in 1999, by January 5, 1999, of each year of an at-large election, or by such other date as may be required by law, the District Clerk shall notify the state secretary that the District intends to elect members in district-wide elections and to fill any vacancies if there are any vacancies to be filled, and shall also inform the state secretary of said district clerk's name and mailing address.

#### D. Vacancies

If a vacancy occurs in the Committee as to an At-Large Member seat then an equal number of Selectmen from all Member Towns and the remaining Committee Members, by majority vote, shall appoint a successor member. Such successor member shall serve the remainder of the former member's term.

If a vacancy occurs in the Committee as to a Resident Member seat then the Selectmen from the town from which the Member was elected and the remaining Resident Members from that town shall, by majority vote, appoint a successor member. Such successor member shall serve the remainder of the former member's term

#### E. Organization

Following each local election, the Committee shall organize and choose by a ballot a Chairperson from its own membership. At such meeting or any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be a member of the Committee, choose such other officers as it deems advisable, determine the terms of office and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

F. Quorum

(a) The quorum of the Committee for the transaction of business shall be five but a lesser number may adjourn.

BY THE COURT,

1/4/99

Chernoff J.