

Regional Agreement

**Proposed Agreement For A
K-12 Gill-Montague Regional School District Agreement
AGREEMENT BETWEEN THE TOWNS OF MONTAGUE AND GILL
WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

SECTION I - THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) COMPOSITION

The Gill-Montague Regional District School Committee, hereafter sometimes referred to as the "Committee", shall consist of nine members, six of whom shall be residents of the Town of Montague and three of whom shall be residents of the Town of Gill. When the term of the Initial Committee, as specified in (B) of this Section, has been completed, elected members shall be chosen by all of the voters of the Gill-Montague Regional School District, hereinafter referred to sometimes as the "District" voting in annual elections to be conducted as specified in (C) of this Sections.

(B) INITIAL COMMITTEE

The Committee in effect on July 1, 1981 shall continue to serve until their terms of office are completed and until their respective successors are elected and qualified. Vacancies in the Committee occurring until that date shall be filled in accordance with Section I (D).

(C) ELECTIONS

At every annual District election there shall be elected to membership on the Committee for terms of three years, or for any unexpired term as outlined in Section I (D), such persons as shall maintain the Committee at nine members and preserve the residency requirements as stated above.

Nominations for membership on the Committee shall be made in accordance with all the procedures prescribed by law for nomination of town officers voted on in the annual election in the town in which the nominee resides, except that the District secretary shall provide the nomination papers, that petitions may be signed by any ten voters of each of the towns of the District and that such papers shall be filed with said secretary instead of the town clerk, at least 35 days prior to the date of the annual District election and such papers or other notification of nomination shall be filed with said secretary.

Each nomination petition or a certified photocopy shall be presented to the respective registrar of voters of the town in which the candidate resides and of each town in which any signer of the petition resides for certification of signatures not later than 30 days prior to the date of the annual District election. Each such registrar of voters shall return the petition or photocopy with the certification of signatures appearing thereon to the District secretary not later than 25 days prior to the date of the annual election.

In addition, any town caucus, primary election, or other nominating procedure may, but need not, place in nomination a candidate for any opening on the Committee, which candidate must satisfy the residency requirements stated above. The town clerk of any town making such a nomination shall certify such nomination to the District secretary.

The annual District election shall be called pursuant to a warrant issued by order of the Committee which shall set forth the date of the election, the polling place or places in each town, the hours during which the polls are to be open and the office or offices to be filled thereat. The annual District election shall be held concurrent with the annual election in each town. The number and location of polling places and the hours during which the polls will be open for

District elections will be identical to those specified for the annual elections in the towns of the District. Notice of the election shall be given by posting a copy of the warrant therefore in at least one public place in each member town and by publishing a copy thereof at least once in a newspaper of general circulation in the District, such posting and publication to be accomplished at least seven days before the date of the election. A certificate of the secretary shall be conclusive evidence that the warrant was duly posted and published.

Voting in each member town shall be conducted at the polling places and during the times stated in the Warrant and votes shall be cast on ballots prepared by the District which ballots shall, in a separate question for each office or offices to be filled from a particular member town, state the residency requirements applicable thereto and the number of offices to be filled and list the candidates who satisfy that residency requirement. The election shall be conducted and apparatus provided in each town to the same extent and in the same manner as provided for annual town elections, except as otherwise provided herein.

All expenses of the annual District elections shall be paid by the District as an operating expense.

The clerk of each member town shall promptly after each election certify to the Committee the results of the voting in that town. In the event that the annual town elections in one town predate the annual town elections in the others(s), then all District ballot boxes will remain sealed until such time as voting has been completed in all member towns. Thereupon, the clerk of each member town shall promptly certify to the Committee the results of the voting in that town. Newly elected or appointed members of the Committee shall be sworn to the faithful performance of their duties by the District secretary or by the clerk of the town in which he resides, who shall file a record of such oath with the District secretary. Any recount petitions shall be filed with the District secretary and recounts shall be conducted in each member town in accordance with the laws applicable thereto.

The Committee may, but need not, name one or more Election Supervisors who shall be authorized to inspect, observe and otherwise insure compliance with this Agreement and general and special law in connection with any election or portion thereof under this Agreement.

(D) VACANCIES

Vacancies which occur on the Committee shall be filled by the remaining members of the Committee, always observing the residency requirements, and said appointee shall serve until the next annual election.

(E) MEETINGS

The Regional District School Committee shall fix the time and place for its regular meetings paying appropriate attention to both elementary and secondary education, provide for the calling of special meetings, and specify the notice required for meetings.

(F) POWERS AND DUTIES

The Committee shall have all the powers and duties conferred and imposed upon School Committees by law and conferred and imposed upon by this Agreement, and such other additional powers and duties as are specified in Section 16 through 16 I, inclusive of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special laws.

(G) ORGANIZATION

Promptly upon the election and qualification of the initial members and annually thereafter upon the election and qualification of their successors, the Committee shall organize and choose by ballot a chairman and a vice chairman from its own membership. At the same meeting or at any other meeting, the Committee shall appoint a treasurer and

secretary who may be the same person but need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairman and vice chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for calling of special meetings.

(H) QUORUM

A majority of the members of the Committee shall constitute a quorum, but a lesser number may adjourn.

SECTION II - TYPE OF REGIONAL SCHOOL DISTRICT

The Regional School District shall include all grades up through grade 12. The Committee shall have the right to establish adult evening education courses. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefore in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition, thereto or dependent thereon and any other special educational classes in accordance with the provision of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon.

SECTION III - LOCATION OF THE REGIONAL DISTRICT SCHOOLS

(A) Children in grades seven through twelve shall attend schools within the geographic limits of the School District, and within a radius of five miles of the center of the Montague-Gill Bridge. Children in grades kindergarten through six shall attend schools in their towns of residence. Should parents/guardians of children grades kindergarten through six wish to send their children to schools not in their town of residence (but within the District), intra-district choice may be made available, contingent upon and consistent with District policy. Damage to physical plant which would make a facility unusable for intended purposes would be the circumstance under which the Committee would make an exception.

Excepted from the above are children who are in special education classes who shall attend schools as designated by the Committee.

Additional exceptions may be made for specialized educational programs on the recommendation of the Superintendent and by vote of the Regional School Committee.

As Amended May 3, 2007

(B) LEASE OF THE PRESENT SCHOOLS

The town of Montague and/or the town of Gill is hereby authorized to lease to the Regional School District any buildings, facilities and grounds presently used by the towns for school purposes. Each lease shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in all grades of the District. The leases may contain provisions for an extension in accordance with provisions under Section 14C of Chapter 71 of the General Laws as amended. The town of Montague and/or the town of Gill shall receive no rental for the leases. The leases shall contain provisions authorizing the District to repair, improve, alter or remodel the buildings or any part thereof. The District shall pay all expenses of maintaining and operating the buildings and keeping them in good repair during the terms of the leases. Nothing contained in the leases shall prevent the Committee from permitting the use of the buildings or premises by the town of Montague or the town of Gill. Each lease involving a member town shall be on such other terms as may be determined by the selectmen thereof and the Regional School District Committee, who shall execute the lease for the member town and the

Regional School District respectively.

The Regional School District shall insure at its expense the buildings so leased. Details of such insurance shall be determined after consultation with those empowered to sign the leasing agreement by the town owning the buildings.

The town of Montague is authorized to lease to the Regional School District Committee, the premises and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Hillcrest Elementary School
Griswold Street, Turners Falls
2. Montague Center School
School Street, Montague Center
3. Sheffield Middle School
Crocker Avenue, Turners Falls

The town of Gill is hereby authorized to lease to the Regional School District Committee, the premises and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Gill Elementary School
Boyle Road, Gill

(C) CLOSING OF SCHOOL(S)

Schools located in the District can only be closed permanently or for a period of one or more school years upon the affirmative vote of at least two thirds (2/3rds) of the members of the full Committee, and at least a majority of the eligible voters present at a town meeting called for such purpose in the member town in which the school is located.

As Amended January 23, 2008(Montague) and February 25, 2008 (Gill)

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 and operating costs.

(B) CAPITAL COSTS

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including the cost of the original equipment and furnishings for such a building or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings or additions and related premises in operating condition. Capital costs shall also include payment of principal 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 subsection IV (B), but including

interest on temporary notes issued by the District in anticipation of revenue.

(D) APPORTIONMENT OF CAPITAL COSTS

All capital costs in connection with any particular district school shall be apportioned annually for the ensuing fiscal year among the member towns 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 the October 1 next preceding the first day of the fiscal 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 a regional basis on the aforesaid October 1, the apportionment of capital costs with respect thereto shall be made on the basis of the estimated pupil enrollments from each member town in such school on the aforesaid date had there been regional enrollment, such estimate to be made by the Committee. Intra-district choice shall not affect the method of apportionment of capital costs stated above (i.e. the calculations above shall be made as if intra-district choice has not occurred).

As Amended May 3, 2007

(E) APPORTIONMENT OF OPERATING COSTS

Operating costs shall be apportioned annually for the ensuing fiscal year among the member towns on the basis of their respective pupil enrollments in the Regional District Schools. Each member town's share for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the Regional District Schools on the October 1 next preceding the first day of the fiscal year for which the apportionment is made bears to the total pupil enrollment from all the member towns in Regional District Schools on the same date. In the event that enrollment in the Regional District Schools on a kindergarten through grade twelve basis has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in all grades from kindergarten through grade twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

(F) TIMES OF PAYMENT OF APPORTIONED COSTS

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 work year or fiscal year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District.

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection V (C), of the capital and operating costs. Except as otherwise provided in subsection V (A) the annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

July 10	-	25%
October 10	-	50%
January 10	-	75%
April 10	-	100%

SECTION V - BUDGET

(A) INITIAL BUDGET

Within sixty days after the initial Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed

budget shall be submitted to the chairman of the finance or advisory committee 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. Within ten days from the date of submission of said initial budget, such board or committee may request a hearing with the Regional District School Committee, and the Regional District School Committee shall grant such request and hold said hearing within seven days. 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 of Section IV hereof. The treasurer shall certify to each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be or may have been appropriated or transferred from the reserve fund by each member town for such purpose, if any.

(B) TENTATIVE MAINTENANCE AND OPERATING BUDGET

Thereafter, on or before February 1, the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds, notes or other obligations of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses and such other classifications as may be necessary:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Retirement - Debt Service
9. Programs with other Districts and
Private Schools

Copies of such tentative budget shall be mailed to the chairman of the board of selectmen of each member town and to the chairman of the finance and advisory committees, if any, of each member town. Not later than February 15, the Regional District School Committee shall hold a public hearing on the matter.

(C) FINAL MAINTENANCE AND OPERATING BUDGET

The Committee shall adopt a final maintenance and operating budget for the ensuing fiscal year in accordance with Sections 16 and 16B of Chapter 71 of the General Laws as amended. The classifications so listed in Section V (B) shall be considered separate items when adopted. For the purpose of this Agreement, separate items are defined as items from which funds cannot be transferred without express approval of the School Committee. These provisions, insofar as they pertain to the transfer of separate items so listed in Section V (B) would be effective with the budget adopted for the third operating year of said District.

(D) INCOME

Income received by the District from tuition pupils as well as all other income, except as otherwise provided for by law, shall be credited to estimated receipts of the District in the year said income is received.

(E) SURPLUS FUNDS

The District may retain in a surplus account, an amount not in excess of five (5%) per cent of the operating budget and the capital cost budget for the succeeding fiscal year. Any remaining surplus shall be used to reduce the amount to be raised by assessment on the member towns, in accordance with Section IV of this Agreement.

SECTION VI - TRANSPORTATION

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

SECTION VII - AMENDMENTS

(A) LIMITATION

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

(B) PROCEDURE

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted on as provided in Section IX), or for a proposal for an amendment providing for a reversion to a grades 7-12 Regional School District (which shall be acted on as provided for in Section X), may be initiated by a vote of a majority of all the members of the Committee or by a petition signed by ten per cent of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual or special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VIII - ADMISSION

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended also upon compliance with such provisions of law as may be applicable, and such terms as may be set forth in such amendment.

SECTION IX - WITHDRAWAL

(A) LIMITATIONS

The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by

which such town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness 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.

(B) PROCEDURE

The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth the terms of withdrawal in accordance with the limitations contained in subsections VII (A) and IX (A). The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

(C) APPORTIONMENT OF CAPITAL COST AFTER WITHDRAWAL

The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection IV (D) or as may be otherwise provided in the amendment providing for such withdrawal.

(D) CESSATION OF TERMS OF OFFICE OF WITHDRAWING TOWN'S MEMBERS

Upon the effective date of withdrawal, the terms of office of all members serving on the Regional District School Committee from the withdrawing town shall terminate, and the total membership of the Committee shall be decreased accordingly.

(E) PAYMENTS OF CERTAIN CAPITAL COSTS MADE BY A WITHDRAWING TOWN

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon, shall be used only for such purpose.

SECTION X - WITHDRAWAL OF ELEMENTARY GRADES

(A) By a majority vote at an annual or special town meeting called for the purpose, any member town may withdraw its elementary grades K-6 from the Regional School District. In such event, the Regional School District shall automatically revert to a grades 7-12 jurisdiction as if the K-12 Regional District had not been formed. The provisions of the Regional Agreement which were in effect prior to the formation of the K-12 Regional District, shall automatically be in effect immediately following the actual return of the K-12 District to a grades 7-12 District, except that the provisions of Section I of the K-12 Regional School District Agreement shall continue to remain in force and effect.

(B) Any such vote by a member town to return to a grades 7-12 Regional School District shall take effect

commencing with the next fiscal year following the first full fiscal year after which the vote to withdraw had been taken. The clerk of the town seeking the return to a grades 7-12 Regional shall notify the Committee in writing that such town has voted to withdraw its elementary grades (up to grade six) from the Regional School District.

(C) The member towns shall continue to be liable for all operating and capital costs including any indebtedness and interest thereon that were outstanding at the time of elementary withdrawal to the same extent and in the same manner as though the towns had not returned to a grades 7-12 District, until such obligations have been completed.

SECTION XI - PUPILS

(A) PUPILS ENTITLED TO ATTEND THE REGIONAL DISTRICT SCHOOLS

The Regional School District Schools shall accept all children who reside in the District.

(B) ADMISSION OF PUPILS RESIDING OUTSIDE THE DISTRICT

The Committee may accept for enrollment in the Regional District School, pupils from towns other than the member towns on a tuition basis at a rate that shall not exceed the average expense per student per Chapter 76, Section 12 and 12B of the General Laws.

SECTION XII - EMPLOYMENT OF SCHOOL PERSONNEL WITHIN THE REGIONAL SCHOOL DISTRICT

All personnel in positions to be superseded by the establishment and operation of the Regional District School shall be given preferred consideration for similar positions in the Regional District School to the extent that such positions exist therein; and any teacher who on the date of his contract of employment with the District is then on tenure, shall continue thereafter to serve on a tenure basis. The Committee shall observe Chapter 71, Section 42B of the General Laws governing employment of school personnel provided for thereunder.

SECTION XIII - JURISDICTION OF PUPILS

(A) The establishment of the K-12 Regional School District shall not affect the obligation of the member towns to provide education in grades K-6 until such time as the Regional School District Committee shall notify the School Committees of the respective member towns that the Regional District is prepared to assume jurisdiction over the pupils in grades K-6, whereupon the Regional District School Committee shall assume jurisdiction over education of the pupils in grades K through twelve, inclusive.

(B) The provisions of this amended agreement shall become effective as of July 1, 1981 if prior approval is given at duly called town meetings by the towns of Montague and Gill pursuant to Section VII of the Agreement, and as of July 1, 1981 all pupils attending public schools in the towns of the District shall be under the jurisdiction of the Committee.

SECTION XIV - ADVISORY COMMITTEE

The Regional District School Committee may, to assist it in the construction of any Regional School building, appoint a building committee to advise it with respect to plans, specifications, appointment of architects, engineers, the awarding of contracts, the supervision of construction, and any other assistance which the Regional District School Committee may desire. The members of any such Committee shall serve in an advisory capacity only and without compensation.

SECTION XV - ADVISORY COMMITTEES ON ELEMENTARY EDUCATION

The Advisory Committees shall serve the Gill-Montague Regional School District Committee. The Gill Advisory

Committee (GAC) shall be comprised of the members of the Gill-Montague Regional School Committee from Gill, plus three additional members appointed at-large by Gill's Town Moderator. The Montague Advisory Committee (MAC) shall be comprised of the members of the Gill-Montague School Regional Committee from Montague, plus three additional members appointed at-large by Montague's Town Moderator. The at-large members shall serve one year terms.

The Advisory Committees shall recommend to the Gill-Montague Regional School Committee on matters affecting the elementary education of Gill and Montague children including:

1. Recommendation on budget
2. Recommendation on personnel
3. Recommendation on curriculum