

REGIONAL DISTRICT AGREEMENT  
BETWEEN THE TOWNS OF  
LANESBOROUGH AND WILLIAMSTOWN, MASSACHUSETTS  
WITH RESPECT TO THE REGIONAL SCHOOL DISTRICT  
ORIGINALLY FORMED IN 1958

This AGREEMENT is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Lanesborough and Williamstown hereinafter sometimes referred to as member towns. This Agreement represents the final agreement between the towns and supercedes all prior agreements and amendments of agreements between the towns.

SECTION I -- TYPE OF REGIONAL DISTRICT SCHOOL

The regional district school shall be a secondary school consisting of grades seven through twelve, inclusive. The regional district School 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 as an extension of programs offered by the McCann Regional Vocational Technical School and under their licensure.

SECTION II -- LOCATION OF REGIONAL DISTRICT SCHOOL

The regional district school shall be located in the Town of Williamstown at 1781 Cold Spring Road.

SECTION III -- STUDENTS

(A) Pupils Entitled to Attend the Regional District School

The regional district school shall accept all children who reside in the District and who have completed the sixth grade.

(B) Vocational and Trade School Pupils

Any pupil residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the town wherein the student resides.

(C) 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 and upon such terms as it may determine. Projected income received by the District from tuition pupils shall be deducted from the total operating costs, prior to apportionment under section VI to the member towns.

SECTION IV -- THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

The powers and duties of the regional school district shall be vested in and exercised by a regional school district committee. The School Committee shall consist of seven members, four

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who are to be residents of the Town of Williamstown and three who are to be residents of the Town of Lanesborough.

(B) Elections

At the biennial state election as the term of office of the members expire, there shall be elected the required number of members who are residents of the appropriate town to serve for a term of four years and thereafter until their respective successors have been duly elected and qualified pursuant to M.G.L., c. 71, s. 14E(3), which provides for electing members with residency requirements in district-wide elections.

(C) Vacancies

If a vacancy occurs among the members elected under Subsection (B), the selectmen from both Lanesborough and Williamstown will meet together at the Mount Greylock Regional School within thirty (30) calendar days with the remaining School Committee members to fill such vacancy by roll call vote. A majority of the votes of the officers entitled to vote shall be necessary to such election. The newly appointed committee member will serve until the next biennial state election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. This joint meeting will be chaired by the town moderator of the town of residence for the new appointee, and the joint meeting's chairperson will vote only to resolve tied votes.

(D) Organization

The Committee shall organize and elect a chairman and a vice chairman from its own membership annually, such organization and choosing by election of a chairman and vice chairman from its own membership shall be held annually at the first committee meeting to be held within thirty (30) calendar days after the second Tuesday of November. At that same meeting or at any other meeting, the Committee shall appoint a treasurer and a 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 of its officers (except the chairman and the 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 the calling of special meetings.

(E) Powers and Duties

The School Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in sections 16 and 16I, 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 general law or in any applicable special law.

(F) Quorum

The quorum for the transaction of business shall be a majority of the full membership of the Committee with at least one committee member present from each member town.

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(G) Reports

The Committee shall submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town. This report shall be submitted in sufficient time to be included in the annual town reports of the member towns.

SECTION V – BUDGET

(A) Tentative Maintenance and Operating Budget

In each year the School Committee shall prepare a tentative budget for the ensuing fiscal year and forward it to the town managers/administrators of Lanesborough and Williamstown at least ninety days prior to the earliest town meeting among the member towns, including therein provisions 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.

(B) Final Maintenance and Operating Budget

Not later than forty-five days prior to the first annual town meeting among the member towns, the Committee shall in each year adopt a maintenance and operating budget for the ensuing fiscal 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 subsections VI (D) and VI (E). The amounts also apportioned for each member town shall, prior to thirty days after the adoption of said budget preceding the fiscal year to which said budget relates, be certified by the District treasurer to the treasurers of the member towns and each town shall appropriate the amounts so certified to it.

(C) In the event that any member town has its town meeting after May 15 of any year, then the Committee shall consider (A) and (B) in Section V as if said meeting was to be held on May 14.

SECTION VI – APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

(A) 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 shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the costs of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds, 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 VI (B) but including interest on temporary notes issued by the District in anticipation of revenue.

(D) Apportionment of Capital Costs

Capital costs shall be apportioned by using each of the member towns' equalized valuations and each of the member towns' pupil enrollment in the regional district school. Each town's share of the capital cost is determined by adding together the ratio that its equalized valuation bears to the total equalized valuations of all the member towns and the ratio that its pupil enrollment in the regional district school bears to the total pupil enrollments of all the member towns in the regional district school and dividing this sum by two. For all capital costs consisting of the payment of principal of and interest on bonds, notes and other obligations issued to finance such capital costs, this ratio shall not be changed during the period in which such bonds, notes or other obligations are outstanding, except as provided in subsection VIII. For the purpose of this subsection VI(D), equalized valuation shall mean the valuation of the towns as determined by the General Court for the purpose of establishing the basis of apportionment of state and county taxes (Chapter 559 of the Acts of 1945) or any such later equalized valuation enacted by the General Court in effect on the date the School Committee votes to authorize the incurring of such capital costs; and pupil enrollment shall mean each member town's pupil enrollment in the regional district school on October 1 immediately preceding the date on which the Committee votes to authorize the incurring of such capital costs. In the event that enrollment in the regional district school has not been accomplished on October 1 of such year, then the average ratio will be computed using the number of pupils in grades seven through twelve residing in each member town and receiving education at such town's expense on the said October 1.

(E) Apportionment of Operating Costs

Operating costs shall be apportioned to the member towns, and the share of each town for the ensuing fiscal year shall be determined by computing that town's average ratio of pupil enrollment for the preceding five years. Each town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in the regional district school bears to the total pupil enrollment of all the member towns in the regional district school for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding five years. In the event that enrollment in the regional district school has not been accomplished by October 1 of the current year, then the average ratio will be computed on the basis of enrollment in grades seven through twelve of pupils residing in each member town and receiving education at such town's expense on said October 1.

This provision does not have a retroactive application; averaging the ratio of pupil enrollment will be phased in as follows:

FY 2011: based on pupil enrollment figures from October 1 of 2009;

FY 2012: based on the average of pupil enrollment figures from October 1 of 2009 and 2010;

FY 2013: based on the average of pupil enrollment figures from October 1 of 2009, 2010, and 2011;

FY 2014: based on the average of pupil enrollment figures from October 1 of 2009 through 2012;

FY 2015: based on the average of pupil enrollment figures from October 1 of 2009 through 2013;

Thereafter the formula for cost sharing will be based on the average of October 1 pupil enrollment figures from the most recent five calendar years available at the time of budget preparation.

Pursuant to the applicable provisions of Massachusetts General Laws, the amounts apportioned shall be adjusted by aid, other than school construction aid, received directly by the regional school district.

(F) Times of payment of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection 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:

Lanesborough	Williamstown	
July 15	Sept. 1	25%
Oct. 15	Dec. 1	50%
Jan. 15	March 1	75%
April 15	June 1	100%

SECTION VII – INCURRING OF DEBT

Not later than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, shall be given to the board of selectmen in each member town.

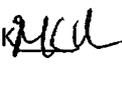
SECTION VIII – ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

By an amendment of this agreement adopted under and in accordance with section X below, 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 an 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

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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, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

(B) Procedure

The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote.) Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection X(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 member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and subject to the Commissioner of the Department of Elementary and Secondary Education's approval.

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of all members serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

(D) Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of at least \$5,000,000.

## SECTION X – 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 upon as provided in section IX), may be initiated by a two-thirds vote of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition.) The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be a majority vote at a town meeting as aforesaid, and subject to the Commissioner of the Department of Elementary and Secondary Education's approval.

This Agreement was approved at Annual Town Meetings held by:

Town of Lanesborough on the 6<sup>th</sup> day of June, 2010

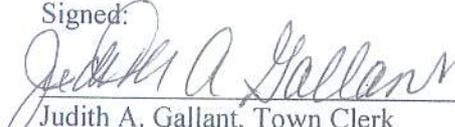
As Certified by the Town Clerk of Lanesborough, Judith A. Gallant, on this 26th day of October, 2010

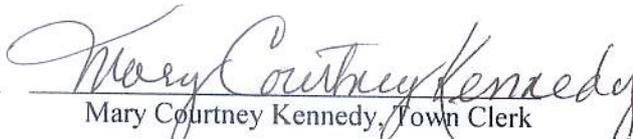
and the

Town of Williamstown on the 18<sup>th</sup> day of May, 2010

As Certified by the Town Clerk of Williamstown, Mary Courtney Kennedy, on this 26th day of October, 2010

Signed:

  
Judith A. Gallant, Town Clerk

  
Mary Courtney Kennedy, Town Clerk

