

AMENDED AGREEMENT FOR THE
TRITON REGIONAL SCHOOL DISTRICT

Current Draft as of:

~~November 18, 2019~~ April 2, 2020

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| Amended Agreement Adoption Date: | 1993 |
| Reviewed Agreement Date: | 1997 |
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AGREEMENT OVERVIEW:

This agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended (MGL), between the Towns of Newbury, Rowley and Salisbury, hereinafter sometimes referred to as member towns ~~and to form~~ the Triton Regional School District hereinafter sometimes referred to as the District. In consideration of the mutual promises herein contained it is hereby agreed as follows:

Commented [NW1]: The District is between the towns to form the District, not between the towns and the District.

SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. COMPOSITION:** The powers and duties of the ~~Regional School~~ District shall be vested and exercised by a Regional District School Committee, hereinafter sometimes referred to as the Committee. The ~~Triton Regional School~~ Committee shall consist of three members from each member town.

Commented [NW2]: Definitions for certain terms are made in the agreement (i.e. "the Triton Regional School District hereinafter sometimes referred to as the District"), but were not used consistently in previous versions. Changes have been made throughout the agreement to reflect those terms, most commonly "member towns" (the Towns of Newbury, Rowley, and Salisbury), "District" (the Triton Regional School District), "Committee" (the Triton Regional School Committee), "DESE" (Department of Elementary and Secondary Education), and "MGL" (Massachusetts General Law, as amended).

Nominations for membership on the ~~Regional District School~~ Committee shall be made in accordance with the procedures prescribed by law for nomination of town officers in the member town in which the nominee resides. Town Clerks in each member town will certify election results to each other as soon as possible after the district wide election, but in no case later than forty-eight (48) hours after the polls close. Town Clerks will administer the oath of office to the duly elected ~~Regional District School~~ Committee members from their respective towns. Members serve a three-year term on a staggered basis. ~~Annually, o~~One member from each member town is elected district-wide with residency requirements pursuant MGL Chapter 71, Section 14E(3), except that the election shall be held annually in an election to be held on the second Tuesday in May in accordance with Chapter 390 of the Acts and Resolves of 1993.

Commented [NW3]: Added references to the Massachusetts General Law governing the election process in general and to the Triton-specific law that allows elections to happen annually rather than with the biennial state elections.

- B. VACANCIES:** Any vacancy occurring on the ~~Regional District School~~ Committee for any cause shall be filled by the local Board of Selectmen and the remaining ~~Regional District School~~ Committee members from the member town in which the vacancy occurs. Such replacement shall serve until the next scheduled ~~Regional District School~~ Committee district-wide election at which time a candidate shall be elected to fill the remainder of the term.
- C. ORGANIZATION:** Annually, at the first ~~Regional District School~~ Committee meeting held after the district wide election, the ~~Regional District School~~ Committee shall organize and elect by ballot a chairperson, ~~and~~ vice-chairperson ~~and secretary~~ from its own membership. At this organizational meeting, the ~~Regional District School~~ Committee shall fix the time and place for its regular meetings, provide for the calling of special meetings upon notice to all its members, choose such other officers as it deems advisable, and prescribe the powers and duties of these officers. The Committee shall also appoint the

~~secretary on an annual basis and the district treasurer on an annual basis or by multi-year contract as determined by the Committee.~~

Commented [NW4]: Adds a reference to the appointing of the secretary and treasurer for the district, per Massachusetts General Law.

D. QUORUM: A quorum to conduct business shall consist of five Committee members except ~~for budgetary considerations~~ where a two-thirds (six members) vote of the ~~committee~~Committee is required ~~by law or as stipulated elsewhere in this agreement.~~ A number less than five may adjourn.

Commented [NW5]: The Department of Elementary and Secondary Education reviewers recommended that this be removed because it is too broad a phrase. "By law or as stipulated elsewhere in this agreement" was added below to indicate where a two-thirds vote is needed.

E. VOTES AND GOVERNANCE: ~~Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town requires that all members of the Committee from the town in which the affected elementary school is located vote in support of that action.~~ The intent of full regionalization is to expand existing programs and/or to install new programs in the elementary schools to address inequities rather than to reduce or eliminate programs in any elementary school. ~~Furthermore, the intent of this clause is to provide protection to an elementary school(s) for programs that existed at the time of full regionalization. All members of the Regional District School Committee from the town in which the affected elementary school is located must vote in support of any action to close a school, to eliminate an existing program, or to reduce funding for staff or supplies for an existing program. [The Regional District School Committee may vote to expand existing programs or to install new programs in an elementary school(s) by a majority vote. Closing an elementary school, or reconfiguring or eliminating the grades with an elementary school, shall require the approval of two-thirds of the Committee members from the affected member town(s) in addition to the approval of the Committee.~~

Commented [NW6]: This language was added to indicate more specifically where a two-thirds vote of the Committee might be required for approval. The "stipulated elsewhere in this agreement" is referring to Section II(E) Votes and Governance.

Commented [NW7]: This language was changed (see new language below beginning "closing an elementary school..." and the accompanying comment).

The ~~Regional District School~~ Committee shall be responsible for maintaining a policy manual for the operation of the Regional Schools, the organization of the administrative staff, and the governance of the District as an educational entity in accordance with MGL Chapter 71.

Commented [NW8]: This language was changed (see new language below beginning "closing an elementary school..." and the accompanying comment)

Commented [NW9]: The default voting methodology is by majority vote, so it does not need to be stipulated.

Commented [NW10]: This language replaces several sentences above. The Department of Elementary and Secondary Education recommended on refining the conditions, as the phrases "any action...which directly and specifically affects the elementary school(s) in only one town" and "eliminate an existing program" were too broad. In addition, the Triton District Communication Committee recommended changing the vote from requiring approval of all the School Committee members of an affected town to a two-thirds vote of the members in an affected town so as to eliminate the possibility of a single Committee member hanging all relevant votes of the Committee.

Commented [NW11]: Added a relevant Massachusetts General Law reference.

Commented [NW12]: This section defines the District, not a particular school.

SECTION II: TYPE OF REGIONAL DISTRICT SCHOOL

- A. The ~~Regional School~~ District shall include all grades from PK - 12.
- B. The high school shall serve students in grades 9 – 12.
- C. The middle school shall serve students in grades 7 – 8.
- D. The elementary schools shall serve students in grades PK – 6.

SECTION III: LOCATION OF SCHOOLS

- A. The ~~Regional School~~ District middle and high school buildings shall be located on the site currently owned by the District in the Town of Newbury.
- B. There shall be not less than one elementary school in each member town. Students in grades PK - 6 shall attend schools in their towns of residence, except in cases of emergency, ~~children attending district-wide programs, or intra-district school choice in accordance with District policy as defined by the Regional District School Committee, children attending special education low incidence classes, regional "magnet" classes, or intra-district school choice.~~
- C. At the time of full regionalization, all equipment, supplies, and materials in each elementary school were turned over to the District. The Town of Newbury shall continue to make the land and building presently known as the Newbury Elementary School available to the District. The Town of Rowley shall continue to make the land and building presently known as Pine Grove School available to the District. The Salisbury Elementary School is owned by the ~~Regional School~~ District. The Town of Salisbury shall continue to make the land for the site presently known as Salisbury Elementary School available to the District. ~~Should the Town of Salisbury, at any time, a member town~~ withdraw from the ~~Triton Regional School~~ District, ~~Salisbury Elementary~~ the member town's elementary School facility shall be returned over to the member town.

Commented [NW13]: This was a change in language to reflect that the School Committee does not have a definition of "emergency", but that such an emergency should be evident and not require a definition; to provide a more general category of "district-wide programs"; and to reference where intra-district school choice is defined, since it is not defined in this Agreement or in Massachusetts General Law.

Commented [NW14]: This, and the following two changes, reflect that the arrangement is on-going.

Commented [NW15]: The previous version of this agreement stipulated that if Salisbury withdrew from the district, Salisbury Elementary would be returned to Salisbury. This, in fact, should apply to all three towns in regard to their elementary schools, and the language would be updated to reflect that.

SECTION IV: FACILITIES: CAPITAL DEVELOPMENT AND RENEWAL PLAN

The Committee shall develop, maintain, and update annually a five year capital development plan that will enable the District and the member towns to anticipate and make budgetary provision for significant expenditures on facilities, including, but not limited to, the development and maintenance of buildings, major systems, hardscape, and athletic facilities.

Commented [NW16]: This language was added after discussion at the Triton District Communications Committee, so that the towns would have up to date information on hand for capital planning purposes.

SECTION IV: APPORTIONMENT ~~& AND~~ PAYMENT OF COSTS INCURRED BY THE DISTRICT

~~A.~~ **CLASSIFICATION OF COSTS:** For the purpose of apportioning costs among the member towns costs shall be divided into two categories: capital costs as defined below and operating costs.

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A. CAPITAL COSTS:

~~B.~~ **Secondary Schools:** Capital costs shall include all expenses in the nature of capital outlay for the middle/high school such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or

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making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such building 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.

Elementary Schools: Capital costs including all expenses in the nature of capital outlay for the elementary schools such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such building or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition as well as payment of principal of and interest on bonds, notes or other obligations issued by a member town(s) to finance capital costs shall be the responsibility of the town(s) in which the elementary school(s) is located. Payment for the debt on Salisbury Elementary School was budgeted by the District but was paid for by the Town of Salisbury.

District-wide: Capital costs shall include all expenses in the nature of capital outlay for acquiring any equipment or vehicles to be used throughout the District on a regular basis, including without limitation the cost of consultants' fees, customization, and other incidental costs. 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.

Commented [NW17]: It may be confusing for future reviewers of district documents to see the Salisbury Elementary construction debt reflected in the district budget documents. This language was added to clarify that even though the debt appeared in the budget, it was wholly the responsibility of the Town of Salisbury to pay it.

C.B. 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.

Commented [NW18]: The Department of Elementary and Secondary Education recommended that this language be added. Transportation contract costs have increased significantly in recent years for some districts, and many of those have considered purchasing part or all of a fleet of buses to be used for both elementary and secondary routes, rather than contracting transportation services. Triton does not do this currently and has entertained no plans to do so, but this language would provide the avenue to consider this if so desired in the future.

D.C. APPORTIONMENT OF CAPITAL AND OPERATING COSTS: Each member town's share of the capital and operating costs shall be determined initially by assessing each town's minimum required local contribution as determined by the Massachusetts Department of Education in accordance with Massachusetts General Law Chapter 70, Section 6. Each member town's share of amounts in excess of the combined minimum required local contributions 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 determined bears to the total pupil enrollment from all of the member towns in the Regional School District on the same date.

Capital Cost Apportionment: Each member town's share of the secondary school and district-wide capital costs shall be apportioned by determining each town's total portion of the foundation enrollment for the current fiscal year, calculated as a percentage.

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Operating Cost Apportionment: Each member town's share of the operating costs shall be determined by a two-step formula. The first step of this process is completed by initially assessing each member town's minimum required local contribution as determined by the Massachusetts Department of Education (DESE) in accordance with MGL Chapter 70, Section 6. Following the first step, each member town's share of amounts in excess of the combined minimum required local contributions (MRLC) shall be calculated by determining each member town's total portion of the foundation enrollment for the current fiscal year, calculated as a percentage, and each member town being assessed said percentage of the amount above their MRLC.

A member town's total operating assessment shall be the total from both steps 1 and 2.

- Step 1: Town's MRLC as determined by the state
- Step 2: Town's portion above combined MRLC apportioned by student share
- Total Calculation = Step 1 + Step 2

Total Assessment: Each member town's total assessment shall be the sum of the capital costs and operating costs apportioned to that member town per the calculations detailed above.

E.D. **TIMES OF PAYMENT OF APPORTIONED COSTS:** Each member town shall pay to the District in each year its proportionate share, certified by the District treasurer as provided in Subsection C[of section VI.V(B)], the capital and operating costs. The annual share of each member town shall be paid monthly. Such payment will be one twelfth of the total assessment.

Payments are due on the 15th day of each month. Payments not received within thirty days of the due date may be subject to an interest charge at a rate of 1 % per month.

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Commented [NW19]: Both the Triton District Communication Committee and the Department of Elementary and Secondary Education recommended that this language be updated both for clarity and to reflect current practice. It will now better spell out the calculation used and the specific numbers used in that calculation.

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Commented [NW20]: Added a reference to the process as spelled out by Massachusetts General Law

Commented [NW21]: This corrects the reference as the section designations have changed.

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Commented [NW22]: Changing to reflect the terminology that's been used in the budget

SECTION VI: BUDGET

A. **TENTATIVE CAPITAL AND OPERATING BUDGET:** On or before February 12th of each year, the Committee shall prepare a tentative capital 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 budget shall be in reasonable detail reflective of DESE Function Code classification of expenses as outlined below:

- 1000 - Administration
- 2000 - Instruction
- 3000 - Student Services
- 4000 - Operation and Maintenance of Plant
- 5000 - Fixed Charges
- 6000 - Community Service (if applicable)
- 7000 - Acquisition, Improvement and Replacement of Fixed Assets
- 8000 - Debt Retirement and Debt Service
- 9000 - Programs with Other Districts and Private Schools

~~A. The budget shall be in reasonable detail including the amounts payable under the following classification of expenses and such other classifications as may be necessary:~~

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

Copies of such tentative budget shall be provided to ~~the chairman chairperson~~ of the finance or advisory committee ~~and to~~ ~~the chairman chairperson~~ of the board of selectmen, and Town Manager / Administrator where applicable of each member town on or before February 28th.

~~E.B. FINAL CAPITAL AND OPERATING BUDGET: Prior to adopting the Final Capital and Operating Budget for the ensuing fiscal year, the Committee shall hold a Public Hearing in accordance with the provisions of MGL Chapter 71, Section 38N. After the Committee adopts the Final Capital and Operating budget by a two-thirds vote of all members, said budget shall be determined and apportioned between the member towns in accordance with the assessment formula defined in Section V(D) of this Agreement. The Committee shall adopt an annual Maintenance and Operating Budget for the ensuing fiscal year. Said budget shall be determined and apportioned between the member towns in accordance with the assessment formula defined in Section IV(D) of this Agreement. Said budget shall further 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 said budget in accordance with Section IV(D). Copies of such final total budget shall be delivered to the chairperson of the finance and advisory committee, to the chairperson of the board of selectmen, and the~~

Commented [NW23]: Updated language to reflect both current practice and Department of Elementary and Secondary Education requirements

Commented [NW24]: Updating the language to reflect the gender-neutral titles being used more frequently by boards and the presence of both a Town Manager (Salisbury) and Town Administrators (Newbury and Rowley) within our member towns.

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Commented [NW25]: This language would be changed for the following reasons: to include reference to the public budget hearing required by Massachusetts General Law, to reference the appropriate Massachusetts General Law, to reflect the requirement of a two-thirds vote for budget approval, to eliminate duplicate language that is already present in section V(D) and VI (A), and to correct references to other sections in this agreement.

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Town Manager / Administrator, where applicable of each member town on or before March 15.

Commented [NW26]: Added to reflect the presence of both a Town Manager (Salisbury) and Town Administrators (Newbury and Rowley) in our member towns.

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Commented [NW27]: "Net budget" is not a commonly used term. The use may be confusing here, and the Department of Elementary and Secondary Education recommended removing it.

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Commented [NW28]: This language has been changed to reflect the Town Meeting approval process for the town assessments.

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C. CERTIFICATION OF APPORTIONMENT: The amounts of the net budget so apportioned for each member town shall, prior to March 15th of each year preceding the fiscal year to which said net budget relates, be certified by the District treasurer to the treasurers of the member towns. Each member, and each town shall, at its next annual town meeting, decide whether or not to appropriate the amounts so certified to it.

~~F.~~

G.D. APPROVAL OF BUDGET BY MEMBER TOWNS: Approval by the member towns of the budget is governed by Massachusetts General Laws MGL, Chapter 71, Section 16-B as it exists or may hereafter be amended.

SECTION VII: INSURANCE

A. HIGH / MIDDLE / SALISBURY ELEMENTARY SCHOOLS: The District shall provide at its expense and keep in full force and effect during this Agreement, the following insurance:

1. "All Risk" property insurance in an amount satisfactory to cover real and personal property from all physical loss or damage on a replacement cost basis.
2. General liability insurance for bodily injury or property damage to third parties and which names each of the member towns as additional insureds.

B. NEWBURY ELEMENTARY / PINE GROVE SCHOOLS: The District shall provide at its expense and keep in full force and effect during this Agreement, the following insurance:

1. "All Risk" property insurance in an amount satisfactory to cover contents only from all physical loss or damage on a replacement cost basis.
2. General liability insurance for bodily injury or property damage to third parties and which names each of the member towns as additional insureds.

Commented [NW29]: Emphasis was added that insurance on Newbury and Rowley elementary schools is only on the contents.

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The District shall deliver certificates of the insurance required herein to the member towns at the beginning of each fiscal year. Further, the district or its agent shall notify the member towns of any material change to the insurance provided under this section. Such notice must be given thirty days prior to such change.

SECTION VIII: INDEMNITY

A. The District shall defend, indemnify and hold harmless the member towns from and against any and all liability, damage, penalties, liens or judgments arising from injury to

any person or property resulting from any actual or alleged act or omission of the district or the District's officers, agents, servants, employees, contractors, or sub-contractors of any tier or any person for whom the District may be legally liable.

- B. Each member town shall defend, indemnify and hold harmless the District from and against any and all liability, damage, penalties, liens or judgments arising from injury to any person or property resulting from any actual or alleged act or omission of the respective member town, or its officers, agents, servants, employees, contractors, or sub-contractors of any tier or any person for whom the member town may be legally liable.

SECTION ~~VIII~~: 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 in step 2 of the calculation as outlined under section V(D) of this agreement.

Commented [NW30]: This language clarifies how transportation is accounted for within the operating cost apportionment process, as stipulated in Massachusetts General Law.

SECTION IX: AMENDMENTS

- A. **LIMITATION:** This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of 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 XII), may be initiated by a two-thirds vote of all members of the Committee or by petition signed by 10 percent of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the ~~Regional School~~ Committee. In either case, the secretary of the ~~Regional School~~ 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 the

Commented [NW31]: By law, the article must provide the exact language, not a summary, so the Department of Elementary and Secondary Education has recommended removing this phrase.

Commissioner of DESE and by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

Commented [NW32]: Added to reflect that the Commissioner's approval is required for any agreement amendment, per Massachusetts General Law.

SECTION XI: ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

By an amendment of this agreement adopted under and in accordance with Section IX 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 an amendment. The admission of any new member town may only occur on July 1 and only after the Commissioner of DESE and the member towns have approved the amendment by the previous December 31.

Commented [NW33]: This language is added to reflect the requirements of Massachusetts General Law regarding both the approval process and timing of admission of new towns to the district.

SECTION XII: WITHDRAWAL OF MEMBER TOWNS

A. **LIMITATIONS:** The withdrawal of a member town from the District may be ~~affected~~ effected by an amendment to this agreement in the manner hereinafter provided by this ~~section~~ Section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the ~~Regional District School~~ 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) other liabilities incurred during all times that the withdrawing town was a member of the District including, but not limited to, other post-employment benefits liabilities (MGL Chapter 32B); and (3) 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.

Commented [NW34]: The Department of Elementary and Secondary Education recommended adding this language to require that any town leaving the district pay for OPEB and other pension liabilities, rather than leaving the remaining member towns to cover the amount.

B. **PROCEDURE:** The clerk of the town seeking to withdraw shall notify the ~~Regional District School~~ Committee in writing that such town has voted to request the ~~Regional School~~ Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the ~~Regional District School~~ 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 XII(A).

The secretary of the ~~Regional District School~~ Committee shall mail or deliver a notice in writing to the board of selectmen of each member town that the ~~Regional District School~~ 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 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. Acceptance by the member towns shall be by majority vote at a town meeting as aforesaid. Such amendment shall take effect on July 1, provided that the Commissioner has approved the amendment by December 31 of the year prior.~~

Commented [NW35]: By law, the article must provide the exact language, not a summary, so the Department of Elementary and Secondary Education has recommended removing this phrase.

Commented [NW36]: This language is added to reflect the requirements of Massachusetts General Law regarding both the approval process and timing of admission of new towns to the district.

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 ~~Regional District School~~ Committee shall be decreased accordingly.

D. PAYMENTS OF CERTAIN CAPITAL COSTS MADE BY A WITHDRAWING TOWN:

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

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~~D.~~

E. APPORTIONMENT OF CAPITAL COSTS AFTER WITHDRAWAL: The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the 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.

SECTION XIII: ~~PUPILS~~STUDENTS

Commented [NW37]: The Department of Elementary and Secondary Education recommended updating the term 'pupils' to the more modern term 'students'. This is done in a number of places in the next few sections.

A. ~~PUPILS~~STUDENTS ENTITLED TO ATTEND THE REGIONAL DISTRICT SCHOOLS: The ~~Regional School~~District shall accept all children who reside in the District and who meet age and any other requirement prescribed by law.

B. VOCATIONAL AND TRADE SCHOOL ~~PUPILS~~STUDENTS: Any ~~pupil~~ student 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 ~~or where otherwise determined by law~~.

Commented [NW38]: This phrase was added to reflect that there are instances in Massachusetts General Law where towns may be responsible for funding education for a student, even if the student does not reside in the town. An example would be students who are homeless or taken into state care.

C. **ADMISSION OF PUPILS-STUDENTS RESIDING OUTSIDE THE DISTRICT:** The ~~Regional District School~~ Committee may accept for enrollment in the ~~regional d~~istrict schools' ~~pupils-students~~ from towns other than the member towns in accordance with the Massachusetts General Laws.

SECTION ~~XIV~~XIV: ANNUAL REPORT

The ~~Regional District School~~ Committee shall submit in ~~November of each year~~ March an annual report to each of the member towns containing a detailed financial statement for the preceding fiscal year, 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~~District schools as may be deemed necessary by the ~~Regional District School~~ Committee or by the selectmen of any member town.

Commented [NW39]: Updated to reflect the timing used in current practice, which is more aggressive than that provided for in previous agreements.

SECTION ~~XIV~~XIV: COMMUNICATION COMMITTEE

~~A committee chaired by the Chairperson of the School Committee or the chairperson of a member town's board of selectmen on a rotating basis, and comprised of representatives from each member town consisting of at least one selectperson, at least one finance committee member, town managers/administrators, school committee members, and the superintendent of schools and/or his or her designees shall be organized for the purpose of establishing a means for member town/District communication. A committee comprised of one selectperson, one finance member, and one school committee member from each town and the superintendent shall be organized for the purpose of establishing a means for town/district communication.~~ This committee is for the exchange of information and discussion. Meetings shall be convened on a minimum of a quarterly basis. Any of the parties to this Agreement may call a meeting of the Communication Committee through the Chairperson of the School Committee.

Commented [NW40]: This language is updated to reflect the current membership and chairmanship.

Commented [NW41]: This language has been added to allow for a meeting to be called by the towns as well, rather than just by the district.

SECTION ~~XVI~~XVI: INCURRING OF DEBT

The Committee may vote to incur debt consistent with the terms and conditions of MGL, Chapter 71, Section 16, as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee, by two-thirds vote, will choose either the process that appears in MGL Chapter 71, Section 16 (d) or MGL Chapter 71, Section 16

(n), as amended. The default method to incur debt outlined in subsection 16(d) will be used in the event the choice of subsection 16(d) or 16(n) is not approved by a two-thirds vote of the Committee. For purposes of Chapter 71, Section 16(d), if a member town holds a town meeting which approves the amount of the debt authorized by the Committee, but such approval is contingent upon the town's voting to approve a proposition 2 1/2 debt exclusion referendum question at a town election, the said town meeting vote shall be deemed to be a vote disapproving the amount of the debt if the referendum is not passed by two thirds of the Town Meeting voters or if the said debt exclusion referendum is not passed by a majority of those voting within 90 days after such town meeting vote. Not later than seven days after the date on which the Regional District School 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. Debt may be incurred by the District, if approved by the member towns in accordance with the Committee's chosen method.

Commented [NW42]: This is language provided by DESE to reflect the Committee's current practice of stipulating the method to incur debt at the time of the vote to incur debt, plus supplemental language requested by the member towns to reflect the requirements for capital debt exclusions and contingent appropriations in Chapter 59.

SECTION XVII: APPLICATION OF STATE AND FEDERAL GRANTS

A. APPLICATION OF STATE GRANTS: Any state school construction grants received by the District including reimbursements received under the provisions of Chapter 645 of the Acts of 1948 shall be applied only to the payment of capital costs as defined in Subsection V (B).

B. FEDERAL AID: The amount of any reimbursement received from the United States with respect to operating costs as described in Subsection V (C) under any law establishing assistance for such costs and basing such assistance upon the number of federally connected children residing in the area or attending school in the area, or upon any similar factor, shall be credited against the liability of any member town to the District on account of operating costs in the same proportion as such number of federally connected children or such similar factor bears to corresponding number or factor in the regional district as a whole. Any determination by the regional school committee of an allocation under this subsection shall be conclusive and binding upon the member town.

Commented [NW43]: This section has been eliminated. State grants are provided for under Massachusetts General Law, and the clause regarding Federal Aid is legacy language referring to aid given for students who resided in a military facility in Salisbury and attended Salisbury schools. That facility has been shuttered since the 1990s, so this language is no longer relevant.

SECTION XVIII: JURISDICTION

The jurisdiction of the Regional District School Committee shall be extended to include all pupils students in all grades PK-12 commencing on July 1, 1994.

Commented [NW44]: Language updated to reflect the on-going nature of the jurisdiction.

SECTION XIX: SEVERABILITY OF SECTIONS

According to ~~Massachusetts General Laws MGL~~ Chapter 71, Section 16 in the event that any provision of this ~~Regional School~~-District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

SECTION XX: ENFORCEABILITY OF SECTIONS

Failure of the District or any of the member towns to enforce any section of this ~~Agreement~~ agreement in a given instance shall not waive that party's right to enforce that section in a future instance.

SECTION XXI: ROUTINE REVIEW OF ENTIRE AGREEMENT

This agreement shall be reviewed by the parties to it every five years or as necessitated by circumstances or statute. Any town that is a party to the agreement or the Committee may request an interim review.

Commented [NW45]: This section is new, added to ensure periodic review of this agreement.

SECTION XXII: ENACTING AGREEMENT SIGNATORIES

For the Triton Regional School District

(SCHOOL COMMITTEE CHAIR)

(DATE)

For the Town of Newbury

(TOWN CLERK)

(DATE)

For the Town of Rowley

(TOWN CLERK)

(DATE)

For the Town of Salisbury

(TOWN CLERK)

(DATE)

For the Department of Elementary & Secondary Education

(COMMISSIONER OF ELEMENTARY AND
SECONDARY EDUCATION)

(DATE)