



Vision Statement

We are a community of learners known for our unwavering commitment to meeting the needs of all students. Through the adoption of best practices and our active partnership with families and the wider community who are united in supporting the development of engaged, successful, responsible, resilient learners, students will be well-prepared to be ethical, empathetic, and contributing citizens.

District Communications Committee Meeting Agenda

Thursday, January 9, 2020

6:30 PM

Triton High School Library

AGENDA

1. Welcome and Introductions

- Nerissa Wallen, Chairperson, *Triton Regional School Committee*

2. Pledge of Allegiance

3. Regional Agreement Proposed Changes

(Annex I)

- To discuss the preliminary review of the Regional Agreement by the Department of Elementary and Secondary Education, and determine next steps in the process for approval of the proposed amendments

4. Adjournment

- Nerissa Wallen, Chairperson, *Triton Regional School Committee*

Next District Communications Meeting: January 29, 6:30 PM, Triton High School Library

AMENDED AGREEMENT FOR THE
TRITON REGIONAL SCHOOL DISTRICT

Current Draft as of:

November 18, 2019

Original Agreement Adoption Date:	1966
Amended Agreement Adoption Date:	1993
Reviewed Agreement Date:	1997
Amended Agreement Adoption Date:	2006
Anticipated Amendment Adoption Date:	Spring, 2020

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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]: DESE recommended that we actually use these definitions, as well as Committee as defined in I (A), throughout the agreement. You'll see many instances in the document where this is done.

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 town.

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, one member from each member town is elected district-wide in an election to be held on the second Tuesday in May in accordance with MGL Chapter 71, Section 14E (3) and Chapter 390 of the Acts and Resolves of 1993.

- 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 town in which the vacancy occurs. Such replacement shall serve until the next scheduled ~~Regional District School~~ Committee 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 a chairperson, 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 district treasurer on an annual basis, or by multi-year contract as determined by the Committee.

Commented [NW2]: Adding per DESE to reflect MGL.

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 is required by law or as stipulated elsewhere in this agreement. A number less than five may adjourn.

Commented [NW3]: DESE recommended striking and replacing language to provide a better definition of what would require a 2/3 majority vote. The "stipulated elsewhere" is in reference to Section II(E) Votes and Governance.

E. **VOTES AND GOVERNANCE:** 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. ~~Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town requires a majority vote by the School Committee. 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. Two thirds of the 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 town in addition to the approval of the Committee.~~

Commented [NW4]: The original edits to this section were intended to preserve as much of the original language as possible. However, this edited language was confusing, and in some cases contradicted other sections of the agreement. For instance, "reducing funding" would be a 2/3 vote of the Committee by law as noted in 1D, but the language here refers to a majority vote. DESE recommended eliminating any redundant or contradictory language. DESE also suggested that without a definition of the word *program* and a defined baseline for the point against which changes should be measured, "eliminate an existing program" and "reduce funding for staff or supplies for an existing program" may be easily misunderstood and could lead to issues in the future. I've removed those two items for now, but this should be a point of discussion in upcoming meetings.

The Regional District School Committee shall be responsible for maintaining a policy manual for the operation of the Regional Schools, ~~the organization of the second tier administrative staff in accordance with MGL Chapter 71, Section 59,~~ and the governance of the District as an educational entity in accordance with MGL Chapter 71.

Commented [NW5]: This language was one of our new additions to clarify Committee responsibilities, but DESE feels the lack of definition around "second tier" could potentially be confusing and recommended reverting to the 2006 Regional Agreement language, which matches MGL.

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 ~~as defined by the Regional District School Committee~~, children attending ~~special education low incidence district-wide classes programs, regional "magnet" classes,~~ or intra-district school choice in accordance with District policy.

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 a member town, at any time, withdraw from the Triton Regional School District, Salisbury Elementary School the member town's elementary~~ facility shall be turned over/returned to the member town.

Commented [NW6]: The Committee does not currently have a definition of *emergency*. DESE suggested removing this, on the idea that any emergency sizable enough to require moving students will be evident and can be identified at the time by the Superintendent, rather than trying to lock down every instance into a definition.

Commented [NW7]: DESE suggested redefining these types of instances under "district-wide classes", allowing for a broader definition of what might be allowed.

Commented [NW8]: DESE raised a concern that intra-district school choice is not defined in the Regional Agreement. It is, however, defined in our policies, so DESE suggested adding this clarifying language.

Commented [NW9]: DESE suggested updating this language for each town/school to reflect the on-going arrangement.

Commented [NW10]: DESE pointed out that this should not be specific to Salisbury. If Newbury or Rowley withdrew, the same thing should occur with those elementary schools.

SECTION IV: FACILITIES: CAPITAL DEVELOPMENT AND RENEWAL PLAN

The ~~School~~ 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.

SECTION V: APPORTIONMENT & 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.

A. ~~In order to clarify the respective responsibilities of the member towns and the District for the maintenance and repair of facilities, the parties to the Agreement shall agree to such responsibilities from time to time.~~

Commented [NW11]: DESE suggested moving this up from the Capital Costs section, as it fits better here.

B. CAPITAL COSTS:

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 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 is budgeted by the District but remains the full responsibility of 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.

~~B. Landlord Tenant Agreement: In order to clarify the respective responsibilities of the towns and the District for the maintenance and repair of facilities, the parties to the Agreement shall agree to such responsibilities from time to time.~~

C. OPERATING COSTS: Operating costs shall include all costs not included in capital costs as defined in Subsection V(B), but including interest on temporary notes issued by the District in anticipation of revenue.

D. APPORTIONMENT OF CAPITAL AND OPERATING COSTS:

~~D. Capital Cost Apportionment: Each member town's share of the secondary school and district-wide capital costs for improvements at the Middle and High School shall be apportioned by determining each town's total portion of the total student foundation enrollment as of October 1st of the current fiscal year, calculated as a percentage, and each town paying said percentage of the amount so approved.~~

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 town's minimum required local contribution as determined by the Massachusetts Department of Education (DESE) in accordance with Massachusetts General Law-MGL Chapter 70, Section 6. Following the first step, each member town's

Commented [NW12]: DESE suggested adding a section for district-wide capital costs. Triton does not have any qualifying costs currently or any intent to incur such costs, but more MA districts are considering purchasing school buses and other vehicles as a cost-savings measure as transportation contract costs continue to increase. Again, nothing currently applies and there's no intent, but this would cover any potential future arrangement without further update to the regional agreement.

Commented [NW13]: Language moved to V(A) at the suggestion of DESE.

Commented [NW14]: DESE suggested adding headings to make this section clearer.

Commented [NW15]: There are multiple types of student enrollment. DESE suggested clarifying that Triton specifically uses foundation enrollment.

Commented [NW16]: DESE suggested removing this language, as this process is happening prior to Town Meeting votes.

share of amounts in excess of the combined minimum required local contributions (MRLC) shall be ~~accounted for~~calculated by determining each town's total portion of the ~~total student foundation~~ enrollment ~~as of October 1st~~ of the current fiscal year, calculated as a percentage, and each town being paying assessed said percentage of the amount above their MRLC.

A 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.

Commented [NW17]: Final calculation detailed to complete the new structure of this section.

E. 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 ~~D-E~~ of this section, 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.

Commented [NW18]: Reflecting MGL

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.

SECTION VI: BUDGET

A. TENTATIVE CAPITAL AND OPERATING BUDGET: On or before February 12th of each year, the Committee shall prepare a tentative capital 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 ~~including the amounts payable under reflective of the Department of Elementary and Secondary Education (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

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.

- 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. ~~Said~~ After the Committee adopts the Final Capital and Operating budget by a 2/3 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(~~DE~~) 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 V(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 Town Manager /Administrator where applicable of each member town on or before March 15.
- 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 ~~D~~district treasurer to the treasurers of the member towns. Each ~~member~~ town shall, at its next annual town meeting, decide whether or not to appropriate the amounts so certified to it.
- 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.

Commented [NW19]: Duplication of language in V(E) and VI (A)

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 insured.

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 insured.

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.

Commented [NW20]: DESE suggested that the elementary school insurance language be inserted into the lease agreement in the future.

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.

Commented [NW21]: DESE indicated that while this is legally fine, this language is not a necessary or standard part of Regional Agreements.

SECTION IX: 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 (E).

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 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 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 [NW22]: This is by law.

SECTION XI: ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

By an amendment of this agreement adopted under and in accordance with Section X 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 has approved the amendment by the previous December 31.

Commented [NW23]: This is per MGL.

SECTION XII: WITHDRAWAL OF MEMBER TOWNS

A. LIMITATIONS: The withdrawal of a member town from the District may be affected 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 ~~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 [NW24]: DESE recommends adding this language to ensure that future liabilities related to employment are accounted for by the withdrawing town.

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.~~ Acceptance by the member towns shall be by majority vote at a town meeting as aforesaid. Such amendment shall take effect upon on July 1, provided that the Commissioner has approved the amendment by December 31 of the year prior to its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

Commented [NW25]: Changes per MGL.

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.

Commented [NW26]: This number goes back to the 1993 agreement. DESE questioned whether we would want to consider updating it.

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 V (~~DE~~) or as may be otherwise provided in the amendment providing for such withdrawal.

SECTION XIII: PUPILSSTUDENTS

- 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 PUPILSSTUDENTS: 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.
- C. ADMISSION OF PUPILS-STUDENTS RESIDING OUTSIDE THE DISTRICT: The ~~Regional-District-School~~Committee may accept for enrollment in the ~~regionalD~~-district schools' ~~pupils-students~~ from towns other than the member towns in accordance with the M.G.L. Chapter 76, Section 12B.

Commented [NW27]: required per MGL for homeless, etc.

SECTION XIV: ANNUAL REPORT

The ~~Regional-District-School~~Committee shall submit in November of each year 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-District~~ schools as may be deemed necessary by the ~~Regional-District-School~~Committee or by the selectmen of any member town.

SECTION XV: 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 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. 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.

SECTION XVI: INCURRING OF DEBT

~~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. The incurring of indebtedness by the District, other than temporary debt in anticipation of revenue, shall be authorized pursuant to the provisions of Chapter 71, Section 16(d), of the General Laws and this Section IX, and no such debt shall be incurred unless written notice of the amount of the debt and the general purposes for which it was authorized shall be given to the board of selectmen of each member town, nor until the expiration of sixty days from the date on which the Committee votes to authorize said debt. If, during said sixty-day period, any member town holds a town meeting for the purpose of expressing approval or disapproval of the proposed indebtedness and less than two-thirds of the voters present and voting at said meeting vote to approve the amount of the indebtedness authorized by the Committee, such debt shall not be incurred.~~

Commented [NW28]: Per DESE, this section needs to be updated to include the MGL reference, but they recommended adding language to acknowledge the further town approvals required by MGL in order to provide new/unfamiliar readers with a better picture of the process.

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 [NW29]: DESE recommended eliminating this. It isn't in other Regional Agreements. State grants are dictated by MGL, and the district no longer receives the federal aid indicated. It was for a military installation on Salisbury Beach that apparently shut down in the 90s. The rest of our federal aid is passed through the state to the district, so it is handled as if it was a state grant.

SECTION XVIII: JURISDICTION

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

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 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 ~~School~~-Committee may request an interim review.

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 EDUCATION)

(DATE)