

*Quabbin Regional School District*  
*Agreement*

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**BARRE**  
**HARDWICK**  
**HUBBARDSTON**  
**NEW BRAINTREE**  
**OAKHAM**

**August 21, 2014**

**K – 12 QUABBIN REGIONAL SCHOOL DISTRICT AGREEMENT**  
**Table of Contents**

<b>SECTION I – TYPE OF DISTRICT</b> .....	2
<b>SECTION II – CONFIGURATION AND LOCATION OF DISTRICT</b> .....	2
(A) Lease of Schools.....	2
<b>SECTION III – THE REGIONAL SCHOOL DISTRICT COMMITTEE</b> .....	3
(A) Powers and Duties.....	3
(B) Composition .....	3
(C) Election of Members .....	4
(D) Length of Terms.....	4
(E) Vacancies.....	4
(F) Organization.....	4
(G) Allocation of Proportional Weighted Votes for Members.....	4
(H) Quorum .....	5
(I) Actions by Majority Vote.....	6
<b>SECTION IV – DEVELOPMENT OF THE DISTRICT’S BUDGET</b> .....	6
(A) Classification of Costs.....	6
(B) Operating Costs.....	6
(C) Capital Costs.....	6
(D) Times of Payment of Apportioned Costs.....	7
(E) Debt Service Payments of Costs.....	7
<b>SECTION V – EXCESS AND DEFICIENCY FUND</b> .....	8
<b>SECTION VI – INCURRING OF DEBT</b> .....	8
<b>SECTION VII – ANNUAL BUDGET AND ASSESSMENTS</b> .....	8
(A) Tentative Budget.....	8
(B) Public Hearings.....	8
(C) Final Budget and Apportioned Assessments to Member Towns .....	8
<b>SECTION VIII – TRANSPORTATION</b> .....	9
<b>SECTION IX – PUPILS</b> .....	9
(A) Pupils Rights to Attend the Regional District Schools .....	9
(B) Vocational and Trade School Students .....	10
(C) Admission of Students Residing Outside the District/School Choice .....	11
<b>SECTION X – AMENDMENTS</b> .....	11
(A) Limitation.....	11
(B) Procedure.....	11
<b>SECTION XI – ADMISSION OF ADDITIONAL TOWNS</b> .....	11
<b>SECTION XII – WITHDRAWAL</b> .....	12
(A) Vote Expressing Desire to Withdraw.....	12
(B) Notice .....	12
(C) Long Range Education Plan .....	12
(D) Requirements .....	13
(E) Approval of Withdrawal.....	13
<b>SECTION XIII - SEVERABILITY</b>	

**Agreement Between and Among the Towns of Barre, Hardwick, Hubbardston, New Braintree and Oakham with Respect to the Organization of a Regional School District Under M.G. L. Chapter 71, known as the Quabbin Regional School District.**

**SECTION I – TYPE OF DISTRICT**

The regional school district (hereinafter referred to as “the District”) shall provide educational programs for public school students who reside in the towns of Barre, Hardwick, Hubbardston, New Braintree and Oakham (hereinafter referred to as “the member towns”) and who are attending grades pre-kindergarten through and including grade 12. The Regional School District Committee (hereinafter referred to as “the Committee” or as the “Regional School Committee”), as established consistent with Section III below, is authorized in its discretion to establish and maintain other educational programs, including but not limited to vocational-technical educational programs consistent with Chapter 74 of the General Laws of Massachusetts, and is authorized in its discretion to join or to form educational collaboratives consistent with Chapter 40, Section 4E of the General Laws of Massachusetts.

**SECTION II – CONFIGURATION AND LOCATION OF DISTRICT**

The grade configuration and the location of the schools of the District shall be established by the Committee, although said location will be within the member towns. The school buildings may either be owned by the District or leased from the member towns under terms and conditions that will be expressed in lease agreements.

**(A) LEASE OF SCHOOLS**

The Town of Barre is hereby authorized to lease to the District all the premises and buildings presently known as the Ruggles Lane School. The Town of Hardwick is hereby authorized to lease to the District all of the premises and buildings presently known as the Hardwick Elementary School. The Town of Hubbardston is hereby authorized to lease to the District all the premises and buildings presently known as the Hubbardston Center School. The Town of Oakham is hereby authorized to lease to the District all the premises and buildings known as the Oakham Center School. The Town of New Braintree is hereby authorized to lease to the District all of the premises and buildings known as the New Braintree Grade School. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty years, renewable at any time during the term, at the option of the Committee. Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter, remodel or modernize any of the leased buildings, so long as any major repairs or any improvements, remodeling or modernization, or other capital outlay for the leased facilities costing in excess of the limitations set forth as terms of the lease are approved by majority vote at a town meeting of the lessor. Each lease involving a member town shall be on such terms as may be determined by the selectmen thereof and the Committee, who shall execute the lease for the member town and District, respectively.

Limitations heretofore set forth shall not apply in an emergency situation that requires immediate action to preserve or protect the health, safety, or welfare of the children and/or employees occupying a leased facility. In this case the Superintendent is empowered to take any action that he/she deems necessary. A two-thirds vote of the Committee, as well as a majority vote by the Board of Selectmen of the town involved, shall be required to supersede actions taken by the Superintendent under the terms of the two preceding sentences. The unpaid balance on the outstanding bonds (i.e., school bonds authorized for the purpose of constructing or improving the above-mentioned facilities) at the time of leasing of said buildings and facilities shall remain the obligation of the member Towns.

### **SECTION III – THE REGIONAL SCHOOL DISTRICT COMMITTEE**

#### **(A) POWERS AND DUTIES**

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

#### **(B) COMPOSITION**

The powers and duties of the District shall be exercised by the Regional School District School Committee hereinafter sometimes referred to as the “Committee”.

- 1. Total Number of Members.** The Committee shall consist of a total of fifteen (15) members. Members shall be elected at annual town elections, and shall comply with procedures set forth herein in subsection C to I inclusive. All members shall serve until their successors are elected and qualified.
- 2. Number of Members From Each Town.** The number of members from each town shall be re-evaluated by the Committee every ten (10) years based on the then most recent Federal decennial census data and shall be, as nearly as possible, in direct proportion to the population of the member town compared to the population of all member towns combined so that the actual weighted vote of each individual member is as nearly equal to one (1) as possible. This re-evaluation of the number of members of the Committee which will come from each town will not be viewed as an amendment to the Agreement, so long as the total number of members remains fifteen (15).
- 3. Determination of Weighted Vote.** Individual Committee votes shall be based upon the allocation of proportional (weighted) votes of individual Committee members, as detailed in sub-section III (G). Separate and apart from the re-evaluation of the number of members from each town that will occur every ten years based on the terms of the preceding paragraph, the allocation of proportional weighted votes for a given member shall be

recalculated each year based upon member town population data taken from most recent Town census data, as certified by the member Town Clerks. Such allocation of weighted votes shall be reviewed, and adjusted if necessary, annually on or before October 1st of each school year. The allocation of weighted votes will be so calculated as to have all representatives from a member town assigned the same vote value, and with the sum of all of the vote values equaling a "Total Vote Value" of 15.

**(C) ELECTION OF MEMBERS**

Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or a special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

**(D) LENGTH OF TERMS**

Each member will serve a three (3) year term, with the terms staggered so that, in towns having three (3) or more members, at least one (1) member representing each member town will be elected each year

**(E) VACANCIES**

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

**(F) ORGANIZATION**

Promptly upon the appointment and qualification of any initial members and annually thereafter upon the appointment and qualification of successors, the Committee shall organize and choose by ballot a chairman and a vice-chairman from its own membership.

At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but 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 vice-chairman who shall be elected annually (as provided above) and prescribe the powers and duties of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

**(G) ALLOCATION OF PROPORTIONAL WEIGHTED VOTES FOR MEMBERS**

As described in subsection (B) (2) and (B) (3) above, the total number of and voting value for members from each town represented in the District shall be in proportion to the population of the member town compared to the total population of all member towns combined. For the annual determination of weighted votes spoken

of in subsection (B) (3) above, the population data that will be used shall be the latest official Town census population figures, as certified by the Town Clerk of each of the member towns. The calculated total voting value for a member town shall be equally divided amongst elected members from that town to determine the assigned weighted voting factor for individual members. Such allocation of weighted votes shall be reviewed, and adjusted if necessary, annually on or before October 1<sup>st</sup>. For example, and for illustrative purposes only, if the 2010 Town census figures were used in calculating weighted voting for the fifteen member Committee, this 2010 data would result in the following weighted voting factors:

<b>Town Individual Weighted Factor</b>	<b>2010 Census Population (Towns)</b>	<b>Percentage of Combined Population</b>	<b>K - 12 Committee Members</b>	<b>Total Voting Value</b>
<b>TOTAL 5 TOWNS</b>	15, 218	100%	15	15.0
<b>BARRE</b>	4,805	31.57%	5	4.74
0.95				
0.95				
0.95				
0.95				
0.95				
<b>HARDWICK</b>	2,994	19.67%	3	2.95
0.98				
0.98				
0.98				
<b>HUBBARDSTON</b>	4,509	29.63%	4	4.44
1.11				
1.11				
1.11				
1.11				
<b>OAKHAM</b>	1,907	12.53%	2	1.88
0.94				
0.94				
<b>NEW BRAINTREE</b>	1,003	6.59%	1	0.99
0.99				

**(H) QUORUM**

The quorum for the transaction of business shall be a majority of the “Total Voting Value” (i.e., 15.0) of all of the Committee members as defined in subsection (G) above. A weighted vote total less than a majority may adjourn, but may take no other action.

**(I) ACTIONS BY MAJORITY VOTE**

Except where otherwise provided by statute or by the terms of this Agreement, actions will be taken by a majority of the weighted vote total. For these purposes, a majority vote shall mean an affirmative vote by more than half of the weighted vote total of the members present at a properly called meeting for which a quorum is present. In order to approve the District’s annual budget, to approve the incurring of debt, or to apportion among the member towns the amounts necessary to be raised in order to support the budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

**SECTION IV – DEVELOPMENT OF THE DISTRICT’S BUDGET**

**(A) CLASSIFICATION OF COSTS**

For the purpose of apportioning costs assessed by the District against the member towns, costs shall be divided into two categories: operating costs and capital costs.

**(B) OPERATING COSTS**

Operating costs shall include all costs not included in capital costs as defined in subsection IV, (C) below. Without limiting the generality of the preceding sentence, the following shall be classified as operating costs: salaries, wages, supplies, textbooks, regular and special education transportation, ordinary repairs and maintenance, interest on temporary notes issued by the District in anticipation of revenue, and other costs incurred in the day to day operation of District schools.

Assessment of Operating Costs: For each fiscal year, the assessment of operating costs for each member town will be the sum of the following: (a) the member’s required local contribution to the District as determined by the Commissioner; (b) the member’s share of that portion of the District’s net school spending, as defined by MGL Chapter 70, Section 2, that exceeds the total of the required local contributions for all members; and (c) the member’s share of costs for transportation and all other expenditures (exclusive of capital costs as defined under Section IV, C below) that are not included in the District’s net school spending. A member’s share of (b) and (c) above will be calculated based upon the percentage that that member Town’s resident student enrollment in the District represents in regard to the total resident enrollment of the District as of October 1 of the fiscal year next preceding the fiscal year for which the assessment is determined.

**(C) CAPITAL COSTS**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing 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, architect's and consultant's fees, grading and other costs incidental to placing school buildings or additions and related premises in operating condition. Capital costs shall also include payment of principal and interest on bonds, notes or other obligations issued by the District to finance capital costs.

Capital costs for each fiscal year shall be apportioned separately with respect to each town owned or District owned school, including the schools listed in sub-section II (A), and to the Superintendent's office. Capital costs with respect to each District owned school shall be apportioned to each member Town based upon the percentage of that member Town's resident student enrollment in that school as of October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined. In the event there is no enrollment in a school on such preceding October 1, capital costs on account of that school shall be apportioned to each member Town on the basis of the total resident student enrollment on such preceding October 1, of the pupils from each member Town which the school is intended to accommodate, as determined by the Committee.

Capital costs for replacement of equipment in the District owned schools or for equipment intended to be used throughout the District or that are incurred for the benefit of the office of the Superintendent of Schools or for the administration of the District shall be apportioned in the same manner as operating costs as set forth in Section IV (B) (b).

In the event that the costs of any single repair or maintenance project to be undertaken in a fiscal year for or at any of the schools in the District is estimated in the budget to be in excess of limits set forth in a lease agreement, cost of such project shall be treated as a capital cost and apportioned as set forth in sub-section IV (C).

**(D) TIMES OF PAYMENT OF APPORTIONED COSTS**

Each member town shall pay to the District in each year its proportionate share, certified as provided in sub-section IV (B) and(C), of the capital and operating costs. Except as otherwise provided, 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:

August 15 <sup>th</sup>	25%
November 15 <sup>th</sup>	25%
February 15 <sup>th</sup>	25%
May 15 <sup>th</sup>	25%

Failure of any member town to pay shares within thirty (30) days following the above schedule will result in a penalty charge of one percent (1%) per month of amount overdue.

**(E) DEBT SERVICE PAYMENTS OF COSTS**

Each member town will pay to the District its apportioned share of debt service, both principal and interest, on the same schedule as noted in section IV (D) above.



## **SECTION V – EXCESS AND DEFICIENCY FUND**

The District will maintain a so-called “Excess and Deficiency Fund” which shall be administered consistent with directives from the Department of Revenue and consistent with the terms of MGL Chapter 71, Section 16B-1/2.

## **SECTION VI – INCURRING OF DEBT**

The District School Committee by a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) may vote to incur debt consistent with the terms and conditions of MGL Chapter 71, Section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by majority vote will choose either the process that appears in subsection (d) of Chapter 71, Section 16, or the process that appears in subsection (n) of Chapter 71, Section 16.

## **SECTION VII: ANNUAL BUDGET AND ASSESSMENTS**

### **(A) TENTATIVE BUDGET**

In each year the Committee shall prepare a tentative budget for the ensuing fiscal year and cause a copy thereof to be made available to the public not less than forty-eight (48) hours before the date of the public hearing required by sub-section VII (B). Said tentative budget shall cover all operating and capital expenses, including any installment of principal or interest to become due in such year on any bonds or other evidence of indebtedness of the District; it shall be in reasonable detail, and shall contain separate sections for operating and capital expenses.

### **(B) PUBLIC HEARINGS**

The Committee shall, not later than March 15, hold a public hearing within the District, at which it shall present said tentative budget and shall answer questions and inquiries with respect thereto. A notice of the time, place and purpose of said hearing shall be published at least seven (7) days before said hearing in one or more newspapers having, singly or together, a general circulation in each member town.

### **(C) FINAL BUDGET AND APPORTIONED ASSESSMENTS TO MEMBER TOWNS**

The Committee shall, not later than April 15 of each year, adopt a final operating and maintenance budget for the ensuing fiscal year, and that final budget shall conform to the requirements set forth above in this sub-section VII (A) for a tentative budget. Said adoption of the budget shall require a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present).

Promptly after the adoption of said final budget the Committee shall, in conformity with the provisions of MGL Chapter 71, Section 16B apportion to member Towns, the

amounts necessary to be raised in order to meet said budget. The District Treasurer shall, prior to April 30th of each year, certify to the treasurer of each member Town the total amount so apportioned to that town. Subject to the applicable provisions of law, each member Town shall be liable for and shall appropriate the amount so certified to it and shall pay to the District in accordance with the provisions of sub-section IV (D).

### **SECTION VIII: TRANSPORTATION**

Regular school transportation shall be provided by the District and the cost thereof, after deduction of any state transportation reimbursement, shall be assessed to each of the member towns as an operating cost. Special education transportation shall be provided by the District and the cost thereof shall be apportioned to the member towns as an operating cost.

### **SECTION IX: PUPILS**

#### **(A) PUPILS RIGHTS TO ATTEND THE REGIONAL DISTRICT SCHOOLS**

The regional schools shall accept all qualified children, in grades kindergarten through grade twelve, whose parents or legal guardians reside in the district.

Subject to the provisions of this section, it is intended that, whenever practicable, all pupils will receive their elementary school education in facilities that are located in the member towns in which said pupils reside, except for the following:

1. If a child's Individual Educational Plan (IEP) requires participation in a specialized educational program offered at a school located in a member town other than the town in which the child resides, the superintendent may reassign that student to a school building other than that within the town in which the student resides so that the student will have full access to the educational services required in his/her IEP.
2. If a parent or guardian requests that his/her child be placed in a school facility other than that which exists within the town in which the student resides, the superintendent may reassign the student if he/she determines that such a reassignment is in the student's best educational interest.
3. If a building administrator requests that a child be reassigned to an elementary school other than that which exists within the town in which the student resides in order to improve his/her social and emotional development, the superintendent may reassign the student if he/she determines that such a reassignment is in the student's best educational interest.
4. If due to declining enrollments and/or fiscal constraints, or for educational purposes, the superintendent determines that the reassignment of one or more grade level(s), but not all grade levels, of students to schools other than those located within the town in which students reside is necessary to continue to provide the best possible educational programs for students within the district, a

grade level and/or grade levels of students may be reassigned to a school and/or schools located in one of the other member towns in which the students do not reside. However, no grade level and/or grade levels of students residing in a member town shall be required to attend a school and/or schools in another member town and/or towns, except by a two thirds (2/3) vote of all the members of the School Committee, which will occur only after at least one joint public meeting of all of the Boards of Selectmen of the member towns along with representatives of the District, as well as at least one joint public hearing to be held by the Committee on the issue of the proposed grade level reassignment. The meeting with the Boards of Selectmen as well as the joint public hearing will occur on dates prior to and separate from the meeting at which the Committee takes its final vote. Language in this paragraph is not intended to provide a basis for closing an elementary school in a specific town. The closing of a school is addressed in the subsequent paragraph 5 of this Section.

5. The elementary school in a town which has only one elementary school will not be closed except by a 2/3 vote of all of the members of the Committee, which will occur only after at least one joint public meeting of all of the Boards of Selectmen of the member towns along with representatives of the District, as well as at least one joint public hearing to be held by the Committee on the issue of the proposed school closing. The meeting with the Boards of Selectmen as well as the joint public hearing will occur on dates prior to and separate from the meeting at which the Committee takes its final vote. After following the above process, if the Committee by a 2/3 vote of all of its members votes to close the elementary school that is in question, a written notice referencing said vote will be sent within seven (7) calendar days to the Clerk of the town in which the proposed closure would occur. Upon receipt of said notice, the town in question will schedule a "single issue" special town meeting to be held no sooner than three (3) months after and no later than six (6) months after the date of the Committee's vote. At this town meeting a presentation concerning the reasons for the proposed closing will be made on behalf of the District. After discussion, the town meeting will then vote, using written ballots, on the question of whether the proposed school closing should occur. Unless a majority of the votes cast, exclusive of abstentions, are in favor of the proposed closing, the closing will not occur. If a majority of the votes support the closing, the closing will occur on a time-table established by the Committee.

#### **(B) VOCATIONAL AND TRADE SCHOOL STUDENTS**

Any student residing in a member town who is desirous of attending a 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 STUDENTS RESIDING OUTSIDE THE DISTRICT/SCHOOL CHOICE**

As provided for in MGL Chapter 76, Section 12B, the Committee may accept for enrollment in the District students from towns other than the member towns. Additionally, as permitted by Department of Elementary and Secondary Education (DESE) regulation, the Committee may accept for enrollment in the District students from towns other than member towns on a tuition basis who seek to access special services provided for within the District schools.

**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, providing that nothing in this section shall prevent the admission of a new town or towns to the District with a “buy-in” payment reflecting a share of the cost of 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), and except for a proposal for amendment providing for the admittance of a new member (which shall be acted on as provided in Section XI), may be initiated by a two-thirds of the weighted vote total of all members of the Committee or by a 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 are the signatures 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 town meeting, or a special town meeting called for this and/or other purposes, an article which states the proposed 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, and upon the approval of the Commissioner of Elementary and Secondary Education (hereinafter “the Commissioner”).

**SECTION XI: ADMISSION OF ADDITIONAL TOWNS**

Additional towns may apply for admittance to the District, although no admittance will occur on a date other than July 1 of a given year. Towns applying for admission must submit to the Committee a Long Range Education Plan consistent with the terms of

Section XII, subsection C of this Agreement. If the Committee so chooses, it may then vote to seek approval from the Commissioner of the proposed admittance of a new member consistent with the terms of 603 CMR 41.00. If the approval of the Commissioner is obtained, the Committee will then formulate an amendment to this Agreement, setting forth the terms upon which the new member will be admitted. Such terms will include, without being limited to, “buy-in” payments by the new town to reflect capital costs that have previously been incurred by the member towns, and will include an ongoing assessment for existing debt service. No admittance of a new town will occur unless the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking admittance and in each of the other member towns, and no admittance of a new town will become effective any less than one year after the completion of these requirements.

## **SECTION XII: WITHDRAWAL**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

### **(A) VOTE EXPRESSING DESIRE TO WITHDRAW**

Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, the submittal of a long range education plan consistent with paragraph C below, and the approval of the Commissioner must all occur no less than two (2) years prior to the desired date of withdrawal.

### **(B) NOTICE**

The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District’s superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

### **(C) LONG RANGE EDUCATION PLAN**

No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner and to the District a “Long Range Education Plan” consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

**(D) REQUIREMENTS**

In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the district which is 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; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

**(E) APPROVAL OF WITHDRAWAL**

A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and each of the member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

**SECTION XIII: SEVERABILITY**

Consistent with MGL Chapter 71, Section 16I, if any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected thereby.