

A Regional Agreement

The Towns of Lanesborough and Williamstown Massachusetts



The Mount Greylock Regional School District

Formed: 1958

Modified: TBD

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

TABLE OF CONTENTS

SECTION I – TYPE OF REGIONAL SCHOOL DISTRICT	3
SECTION II – LOCATION OF REGIONAL DISTRICT SCHOOL	3
SECTION III – LEASE OF SCHOOLS IN MEMBER TOWNS	3
SECTION IV – PUPILS	4
SECTION V – THE REGIONAL DISTRICT SCHOOL COMMITTEE	5
SECTION VI – TRANSPORTATION	8
SECTION VII – BUDGET	8
SECTION VIII – APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT	9
SECTION IX – INCURRING OF DEBT	13
SECTION X – ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT	13
SECTION XI – WITHDRAWAL	13
SECTION XII – AMENDMENTS	14
SECTION XIII – RETIREE COSTS	15
APPENDIX I – APPORTIONMENT OF CHAPTER 70 AID	17

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

SECTION I – TYPE OF REGIONAL SCHOOL DISTRICT

The regional school district shall be called the Mount Greylock Regional School District (herein District) and shall consist of grades pre-kindergarten through twelve, inclusive. The regional district school committee (herein Committee) is hereby authorized, in its discretion, to establish and maintain state-aided vocational education in accordance with the provisions of Chapter 74 of the General Laws of Massachusetts.

SECTION II – LOCATION OF REGIONAL DISTRICT SCHOOL

- A. The District schools shall be the Mount Greylock Regional High School located in Williamstown; the Williamstown Elementary School located in Williamstown; and the Lanesborough Elementary School located in Lanesborough.
- B. Any new schools constructed within the district shall be located at a site or sites determined by the Committee. In order to close any school within the District, the process contained in Section XII – Amendments must be followed, except in the event that a new school building is being constructed to replace one of the current buildings. Therefore, a two-thirds vote of all the members of the Committee shall be required. Then, 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. The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be a majority vote at a town meeting as aforesaid, and subject to the Commissioner of Elementary and Secondary Education's approval.

SECTION III – LEASE OF SCHOOLS IN MEMBER TOWNS

- A. The Town of Williamstown is hereby authorized to lease to the District all the premises and the building presently known as the Williamstown Elementary School. The Town of Lanesborough is hereby authorized to lease to the District all the premises and the building presently known as the Lanesborough Elementary School. Each of the leases authorized above shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in the elementary schools. Each of the leases shall contain a provision or provisions 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 towns of Williamstown and Lanesborough shall separately charge the District rent in the amount of \$1.00 for each fiscal year commencing with the fiscal year next following the year in which the Committee assumes jurisdiction of the pupils in pre-kindergarten through grade six.

- B. Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter or remodel any of the leased buildings. The District will only be responsible for ordinary repairs up to \$5,000 for each separate repair. The Town that owns the building will be responsible for any additional amount beyond \$5,000.
- C. Each of the leases shall contain provisions for the local town to provide mowing, landscaping and snow removal services to the outdoor property of the leased buildings, with insurance for those services covered by the towns.
- D. Outstanding bond issue for the Williamstown Elementary School is the responsibility of the Town of Williamstown. Outstanding bond issue for the Lanesborough Elementary School is the responsibility of the Town of Lanesborough.

SECTION IV – PUPILS

- A. Pupils Entitled to Attend the Regional School District
 - a. The District shall accept all children who reside in the District.
 - b. Children in grades pre-kindergarten through six shall have the right to attend schools in their town of residence. Should parents/guardians of children in grades pre-kindergarten through six wish to send their children to schools not in their town of residence (but within the District), intra-district choice may be made available contingent upon and consistent with District policy. Intra-district choice requests shall be considered prior to allowing inter-district choice requests. The District policy will address the location of special education programs. Damage to the school building which would make a facility unusable for intended purposes would be the circumstance under which the Committee would make an exception under the process outlined in subsection c.
 - c. Additional exceptions may be made for specialized educational programs on the recommendation of the Superintendent and by majority vote of the Committee.
- B. Vocational and Trade School Pupils
 - a. Any pupil residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the member town wherein the student resides.
- C. Admission of Pupils Residing Outside the District
 - a. The Committee may accept for enrollment in the District pupils from towns other than the member towns on a tuition basis and upon such terms as it may determine.

SECTION V – THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Composition

The powers and duties of the District shall be vested in and exercised by a District committee (herein Committee). The Committee shall consist of seven members, four (4) who are to be residents of the Town of Williamstown and three (3) who are to be residents of the Town of Lanesborough.

- (1) Appointment and Organization of the Transition Committee
 - a. Effective January 1, 2018, a seven (7) member Regional Transition School Committee, (herein Transition Committee) will be established. The Chair of the Mount Greylock Regional School Committee shall appoint four (4) members from its own membership with two (2) members from Williamstown and two (2) members from Lanesborough. The Chair of the Williamstown School Committee shall appoint two (2) members from its own membership, and the Chair of Lanesborough School Committee shall appoint one (1) member from its own membership.
 - b. The Superintendent will post and call to order the first meeting of the Transition Committee at which time the Transition Committee will elect a Chair and Vice-Chair. At the same meeting or at any other meeting, the Committee shall appoint a Treasurer and a Secretary who may be the same person but who need not be members of the Transition Committee. The Committee shall fix the time, place for its regular meetings, and provide for the calling of special meetings.
 - c. The voting will be the same as described in the voting section of this agreement.
 - d. Any vacancies will be filled by the existing Regional School Committee or the Williamstown or Lanesborough School Committee, depending where the vacancy exists.
- (2) Powers of the Transition School Committee
 - a. During the Transition Period, the Transition Committee shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the District, including but not limited to the following:
 - b. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the Transition Period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
 - c. The power to establish and adopt policies for the District.

- d. The power to employ a Superintendent, Treasurer, Business Manager and Director of Pupil Personnel Services, as well as the power to authorize the Superintendent to employ other personnel as needed.
 - e. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all of these powers being able to be exercised on behalf of the District.
 - f. The power to adopt budgets for the region for the Transition Period and for the first year of the District, and to assess the member towns for these budgets.
 - g. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the District.
 - h. The power to appoint a Regional School Building Committee.
 - i. The power to develop and adopt a strategic plan for the District.
 - j. The power to appoint subcommittees.
 - k. The responsibility for transportation for the regular education students.
 - l. The power to determine a name and logo for the District.
 - m. All the powers and duties conferred by law upon school committees in accordance with Chapter 71, Section 16.
- (3) The Transition Committee members will serve until the next biennial state election. At said biennial election, all seats on the Transition Committee shall be considered vacant. Two (2) of the Williamstown vacancies will be for a four (4) year term, and two (2) of the vacancies will be for a two (2) year term. Two of the Lanesborough vacancies will be for a four (4) year term, and one (1) of the vacancies will be for a two (2) year term. Thereafter, all positions will be for a four (4) year term. The members shall be sworn in the next business day after the biennial state election.

B. Elections

At the biennial state election as the term of office of the members expire, there shall be elected the required number of Committee members who are residents of the appropriate town to serve for a term of four (4) years and thereafter until their respective successors have been duly elected and qualified pursuant to M.G.L. c. 71, § 14E(3), which provides

for electing members with residency requirements in district-wide elections. Each elected member shall have one (1) vote.

C. Vacancies

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

D. Organization

The Committee shall organize and elect a chairperson and a vice chairperson from its own membership annually at the first committee meeting to be held within thirty (30) calendar days after the second Tuesday of November. At that same meeting or at any other meeting, the Committee shall appoint a treasurer and a secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairperson and the vice chairperson who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

E. Powers and Duties

The 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 §§ 16 and 16I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto, now or hereafter enacted, or as may be specified in any other general law or in any applicable special law.

F. Quorum

The quorum for the transaction of business shall be a majority of the full membership of the Committee with at least one Committee member present from each member town, except a number less than a majority may adjourn the meeting.

G. Reports

The Committee shall submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method by which the annual

charges assessed against each member town were computed, together with such additional information relating to the operation and maintenance of the District schools as may be deemed necessary by the Committee or by the selectboard of any member town. This report shall be submitted in sufficient time to be included in the annual town reports of the member towns.

SECTION VI – TRANSPORTATION

- (A) The District shall provide school transportation and the cost thereof shall be apportioned to the member towns as an operating cost.
- (B) The member towns are hereby authorized to transfer without cost to the District any school transportation vehicles or equipment, owned by the member towns that the Committee may require for the purpose of operating and maintaining the schools.
- (C) During the Transition period, the Transition Committee will be responsible for regular transportation for district students according Chapter 71, Section 16C.

SECTION VII – BUDGET

A. Tentative Maintenance and Operating Budget

In each year the Committee shall prepare a tentative budget for the ensuing fiscal year and forward it to the town managers/administrators of Lanesborough and Williamstown at least ninety (90) days prior to the earliest town meeting among the member towns, including therein provisions for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year.

In accordance with M.G.L. c. 71, § 59C, the school council in each building will assist in the review of the annual school budget. The principal of each building will submit a proposed budget to the Superintendent of Schools. The Committee will be provided with said information prior to its preparation of the tentative budget. The Committee shall not act upon the tentative budget until it has considered the input from the school councils, principals, and Superintendent of Schools at a public meeting or regularly scheduled Committee meeting.

B. Final Maintenance and Operating Budget

Not later than forty-five (45) days prior to the first annual town meeting among the member towns, the Committee shall in each year adopt a maintenance and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Sections VIII D. and VIII E. The amounts also apportioned for each member town shall, prior to thirty (30)

days after the adoption of said budget preceding the fiscal year to which said budget relates, be certified by the District treasurer to the treasurers of the member towns and each member town shall appropriate the amounts so certified to it by a two-thirds vote of the member towns.

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

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

A. For the purpose of apportioning assessments, costs shall be divided into two categories: capital costs and operating costs.

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

C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in Section VIII B. but including interest on temporary notes issued by the District in anticipation of revenue. School transportation shall be provided to and from the district schools by the District for all resident eligible students as provided by law, and the cost thereof shall be apportioned to the member towns as an operating cost.

D. Apportionment of Capital Costs

Capital costs shall be apportioned by using each of the member town's equalized valuations and each of the member town's resident pupil enrollment in the District schools. Each town's share of the capital cost is determined by adding together the ratio that its equalized valuation bears to the total equalized valuations of all the member towns and the ratio that its resident pupil enrollment in the District schools bears to the total resident pupil enrollments of all the member towns in the District schools and dividing this sum by two. For all capital costs consisting of the payment of principal of and interest on bonds, notes and other obligations issued to finance such capital costs, this ratio shall be calculated annually and shall be based upon the five (5) year rolling average of each of the member town's equalized valuations and the five (5) year rolling average of each of the member town's resident pupil enrollment in the District schools during the

period in which such bonds, notes or other obligations are outstanding, except as provided in subsection VIII. For the purpose of this Section VIII D., equalized valuation shall mean the valuation of the towns as determined by the General Court for the purpose of establishing the basis of apportionment of state and county taxes (Chapter 559 of the Acts of 1945) or any such later equalized valuation enacted by the General Court; and resident pupil enrollment shall mean each member town's resident pupil enrollment in the regional District schools on October 1. In the event that enrollment in the regional district schools has not been accomplished on October 1 of such year, then the average ratio will be computed using the number of resident pupils in grades seven through twelve residing in each member town and enrolled in the District school on the said October 1.

E. Apportionment of Operating Costs

The District shall apportion operating costs according to the statutory method, via the following process:

1. Each member will be assigned the minimum required local contribution to the District as determined by the Department of Elementary and Secondary Education.
2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - i. Lanesborough will be assessed operating costs associated with Lanesborough Elementary School (net of Chapter 70 Aid, Regional Transportation Aid, Grants and other District funds as apportioned by the District).
 - ii. Williamstown will be assessed operating costs associated with Williamstown Elementary School (net of Chapter 70 Aid, Regional Transportation Aid, Grants and other District funds as apportioned by the District).
 - iii. Operating costs associated with Mount Greylock School (net of Chapter 70 Aid, Regional Transportation Aid, Grants and other District funds as apportioned by the District) will be apportioned by computing each town's average ratio of pupil enrollment in grades seven through twelve for the preceding five years. Each town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades seven through twelve bears to the total pupil enrollment in grades seven through twelve of all the member towns in grades seven through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding five years. In

the event that enrollment in the regional district school has not been accomplished by October 1 of the current year, then the average ratio will be computed on the basis of enrollment in grades seven through twelve of pupils residing in each member town and receiving education at such town's expense on said October 1.

iv. The total assessment to each member town as calculated in i-iii above, less that town's required local contribution, will be that town's above minimum required local contribution. In the event that this results in a negative number, the above minimum required local contribution will be set to zero.

b. The member's minimum required local contribution shall be added to its above minimum required local contribution to determine its Annual Operating Assessment.

c. Apportionment of funds:

i. Chapter 70 Aid will be applied to each school's budget according to the formula supplied in Appendix I. The formula utilizes each member town's EQV and each school's foundation enrollment to apportion funds.

ii. Regional Transportation Aid will be applied to each school's budget according to each school's relative foundation enrollment.

iii. All grant and other District funds shall be apportioned to school budgets by the District.

F. Tentative Maintenance and Operating Budget

Thereafter, on or before March 1st of each year, the Committee shall prepare a tentative maintenance and operating budget for the next fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital cost to be apportioned to the member towns in such fiscal year. The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses or such other reasonable detailed classifications as the Committee may determine to be necessary.

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges

- 6. Community Services
- 7. Acquisition of Fixed Assets
- 8. Debt Service and Debt Retirement
- 9. Programs with Other Districts

Copies of such tentative budget shall be mailed to the chairperson of the finance or advisor committee of each member town, within seven days from the time said tentative budget has been prepared and tentatively approved by the Committee.

G. Final Maintenance and Operating Budget

The Committee shall on or before April 1st in each year adopt an annual maintenance and operating budget for the fiscal year next following, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised by the member towns in order to meet the said budget in accordance with the provisions of this Agreement. The amounts so apportioned for each member town shall, within seven days from the date on which the annual budget is adopted by the District Committee, be certified by the district treasurer to the treasurers of the member towns.

In the event the business session of the annual town meeting of any member town is to be held prior to April 29, the committee shall adopt an annual maintenance and operating budget for the fiscal year following not later than forty-five days prior to the earliest date on which the business session of the annual town meeting or any member town is to be held, but in any case, the Committee need not adopt such annual maintenance and operating budget prior to February 1.

H. Times of Payment of Apportioned Costs

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

Lanesborough	Williamstown	
July 15	Sept. 1	25%
Oct. 15	Dec. 1	50%

Jan. 15	March 1	75%
April 15	June 1	100%

SECTION IX – INCURRING OF DEBT

Pursuant to M.G.L. c. 71, § 16(d), not later than seven (7) days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, shall be given to the board of selectmen in each member town.

SECTION X – ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

By an amendment of this agreement adopted under and in accordance with Section XII below, any other town or towns may be admitted to the 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 an additional town may only occur on July 1 of any given year. The petitioning town must notify the District at least twelve (12) months prior to the requested admission date.

SECTION XI – WITHDRAWAL

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 Committee to draw up an amendment to this agreement setting forth the terms by which such towns may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness including, but not limited to, Other Postemployment Benefits (OPEB) and/or pension liabilities of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

B. Procedure

The clerk of the town seeking to withdraw shall notify the Committee in writing at least twelve (12) months in advance of the requested withdrawal date that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote.) Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in Section XI A. The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each member town that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member town (enclosing a copy of such amendment.) The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and subject to the Commissioner of Elementary and Secondary Education's approval. Any withdrawal may only take place at the end of a fiscal year.

C. Cessation of Terms of Office of Withdrawing Town's Members

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

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

SECTION XII – 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 XI), may be initiated by a two-thirds vote of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the

latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal and amendment (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 and amendment. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be a majority vote at a town meeting as aforesaid, and subject to the Commissioner of Elementary and Secondary Education's (herein Commissioner) approval.

All amendments to this regional agreement must be presented to the Commissioner in a timely manner prior to scheduled town votes. All amendments, including an amendment to add a new member town or to provide for the withdrawal of an existing member town, are subject to the approval of the Commissioner after the member towns' approval. A new member town may be admitted to, or an existing member town may withdraw from, the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission or withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.

SECTION XIII – RETIREE COSTS

For those employees who retired from the the Town of Lanesborough or the Town of Williamstown prior to the effective date of this agreement, the employer's share of the applicable retiree health insurance premiums and pension will be paid for by the employer of record as of the date of retirement (i.e., the Town of Lanesborough or the Town of Williamstown). If an employee worked for the Lanesborough Elementary School or Williamstown Elementary School prior to the formation of the Pre-K - 12 region and subsequently retirees from the Pre-K – 12 region at a later date, the employer's share of the applicable retiree health insurance premiums and pension will be paid for by the District.

This Agreement was approved at Annual Town Meetings held by:

Town of Lanesborough on the

As Certified by the Town Clerk of Lanesborough on this

and the

Town of Williamstown on the.

As Certified by the Town Clerk of Williamstown on this.

Signed:

Town of Williamstown

Town of Lanesborough

Town Clerk

Town Clerk

Board of Selectmen, Chairperson

Board of Selectmen, Chairperson

Mount Greylock Regional School Committee Chairperson

Commissioner of Elementary and Secondary Education Date

APPENDIX I – APPORTIONMENT OF CHAPTER 70 AID

Inputs to the formula:

- Total Chapter 70 Aid provided to the District (Ch70)
- Lanesborough Equalized Valuation (LEQV)
- Williamstown Equalized Valuation (WEQV)
- Lanesborough Elementary School Foundation Enrollment (LFE)
- Williamstown Elementary School Foundation Enrollment (WFE)
- Mount Greylock Middle & High School Foundation Enrollment (MGFE)

For the purpose of the formula, equalized valuation shall mean the most recently published valuation of the towns as determined by the General Court for the purpose of establishing the basis of apportionment of state and county taxes (Chapter 559 of the Acts of 1945) or any such later equalized valuation enacted by the General Court.

For the purpose of the formula, foundation enrollment shall mean the enrollment reported to the state for the purpose of determining Chapter 70 state aid for the given fiscal year, further broken down by school for the purpose of this formula.

Lanesborough Elementary School Percentage of Total Chapter 70 Aid:

$$36.9758 - (47.8921 * LEQV) + (0.0312752 * LFE) - (0.036852 * MGFE) + (26.2704 * WEQV) - (0.0260593 * WFE) = \text{LES \% of Ch70}$$

Williamstown Elementary School Percentage of Total Chapter 70 Aid:

$$24.769 + 13.4849 * LEQV - 0.0145133 * LFE) + (0.0107294 * MGFE) - 8.69672 * WEQV) + 0.0101107 * WFE) = \text{WES \% of Ch70}$$

Mount Greylock Middle & High School Percentage of Total Chapter 70 Aid:

$$38.2552 + (34.4071 * LEQV) - (0.0167619 * LFE) + (0.0261226 * MGFE) - (17.5737 * WEQV) + (0.0159486 * WFE) = \text{MG \% of Ch70}$$