Great River Regional School District Agreement

Submitted By Six Town Regionalization Planning Board

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Agreement Among the Towns of Bernardston, Gill, Leyden, Montague, Northfield, and Warwick with Respect to a REGIONAL SCHOOL DISTRICT

The Agreement is entered into pursuant to Chapter 71, Section 14-16I of the Massachusetts General Laws (hereinafter referred to as "MGL"), among the Towns of Bernardston, Gill, Leyden, Montague, Northfield and Warwick, (hereinafter referred to as "Member Towns"), establishing the Great River Regional School District (hereinafter referred to as "the District").

In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I Type of Regional School District

A. The District shall include all grades from pre-kindergarten through grade twelve (PreK – 12), inclusive.

B. The District School Committee (hereinafter referred to as "the Committee") shall have the right to establish adult education courses.

C. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefore in accordance with the provisions of MGL Chapter 74 and any acts amendatory thereof, in addition thereto or dependent thereon. To the extent to which there is a conflict between the terms or provisions contained in the Agreement and Massachusetts General Laws, then Massachusetts General Laws shall control.

SECTION II The Regional School District Committee

A. Powers, Duties and Composition

1. The powers and duties of the District shall be vested in and exercised by a Committee. The Committee shall consist of thirteen (13) residents, two (2) residents from Bernardston, two (2) residents from Gill, one (1) resident from Leyden, five (5) residents from Montague, two (2) residents from Northfield and one (1) resident from Warwick.

2. A majority of the members of the Committee shall constitute a quorum, but a lesser number may adjourn.

3. The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed by this Agreement, and such other additional powers and duties as are specified in MGL Chapter 71, Sections 16 to 16I, inclusive, as amended, or as may be specified in any other applicable general or special law.

4. At the first regular meeting to be held after the conclusion of the District-wide election, the Committee shall organize and choose a Chairperson and a Vice Chairperson by ballot from its own membership every two years. At the same meeting, or at any other meeting, the Committee shall appoint a Treasurer and Secretary, who may be the same person but need not be members of the Committee, and fix the time and place for its regular and special meetings. The Chairperson will appoint members to serve on subcommittees.
5. Each Committee member shall be entitled to one (1) vote at all Committee meetings.

B. Elections

1. All candidates will register in their town of residence to be placed on the common ballot for all Member Towns. Members will be elected in District-wide elections, with members required to be residents of Member Towns as reflected in SECTION II A. 1., such that the total number of Committee members will be thirteen (13).

2. At every District-wide election, there shall be elected to membership on the Committee for terms of four (4) years, or for any unexpired term as outlined in SECTION II C, such persons as shall maintain the Committee at thirteen (13) members and preserve the residency requirements as stated in SECTION II A. 1. of this SECTION. Initially there will be staggered terms as defined in Section XIII I.

3. No Committee member shall serve more than two (2) consecutive four (4)-year terms. Committee members who have served for two (2) consecutive terms may fill a vacancy during the two (2) consecutive years after the end of their second consecutive term. Filling a vacancy will not be considered the first year of a new term of office.

4. The District-wide election shall be held at the biennial state election, on the Tuesday next after the first Monday in November of every even-numbered year. District-wide elections shall be conducted in accordance with the Massachusetts General Laws.

C. Vacancies

1. A vacancy occurs when a person resigns, moves out of the Member Town, or is deceased. Vacancies that occur on the Committee shall be filled by appointment of the Selectboard and the remaining Committee members (if any) from the Member Town concerned, acting jointly by a two-thirds (2/3) vote, to serve until the next District-wide election, at which time a successor shall be elected to serve for the balance of the unexpired term.

2. The Committee shall post the vacancy, and copies shall be provided to the clerk of the appropriate Member Town for posting and the clerks of the other Member Towns will receive a copy of the posting. The posting shall identify the town in which the successor member must reside and the manner in which to submit interest in the position. The Selectboard and the remaining Committee members (if any) from the Member Town concerned will interview candidates and vote to fill the vacancy as soon as possible after the posting date.

SECTION III Students

A. Students who reside in the Member Towns will attend District schools according to Committee policies and law.

B. Students residing outside the District may attend the District's schools, with the approval of the Committee, provided that adequate facilities for such students are available and upon the appropriate payment of tuition as recommended by the Superintendent and approved by the Committee.

C. The Committee will continue to honor the tuition Agreements with Erving (MA), Vernon (VT), Winchester (NH), and the Ralph Mahar Regional District (MA).

D. Students of the District wishing to attend vocational schools may do so in the manner provided by MGL Chapter 74, as amended.

SECTION IV Location of Schools and Lease of the Member Town Schools

A. Location of Schools: All schools which are part of the District shall be located in the Member Towns.

B. Leases

1. The Committee will honor any existing lease between a Member Town and their former regional district. In the future and as needed, the Member Towns and the Committee shall lease the building, facilities and grounds for all elementary schools operating as a school in the District. The Committee shall enter into written leases for the elementary schools. Each lease shall be for a term not to exceed twenty (20) years. The leases may contain provisions for an extension in accordance with the provisions of MGL Chapter 71, Section 14 C, as amended. The Member Towns shall receive one (1) dollar for rental income for the term of the leases. The District shall maintain general charge and superintendence of the buildings and grounds and administer all expenses for maintaining and operating such buildings, facilities and grounds and shall keep them in good repair during the terms of the leases. The respective Member Town shall be consulted before any capital project is undertaken to mutually agree on the best course of action, unless an emergency event requires the District to take immediate action. Any single necessary capital project undertaken in any fiscal year with an estimated cost that meets or exceeds $20,000 shall be paid directly and entirely by the town in which the building is located. When two or more Member Towns send students to the same elementary school, the cost shall be apportioned on the basis of enrollment in the school building consistent with Section VI C.

2. Nothing contained in the leases shall prevent the Committee from permitting the use of the building, facilities, and grounds by the Member Towns. Each lease involving a Member Town shall be on such other terms as may be determined by the Selectboard thereof and the Committee, who shall together execute the leasing agreement on behalf of the town owning the building.

3. The Committee shall establish standards for insurance, so the insurance provisions are consistent. The details of the insurance provisions shall be determined after consultation with the Selectboard of the town owning the building and shall be included in the lease agreements.

C. As of the effective date of the Agreement, the elementary schools are:

   Town of Gill – Gill Elementary School

   Turners Falls – Sheffield Elementary School

   Turners Falls – Hillcrest Elementary School

   Town of Bernardston – Bernardston Elementary School (serving students from Bernardston and Leyden)

   Town of Northfield – Northfield Elementary School

   Town of Warwick – Warwick Community School

D. Secondary schools listed below shall be owned by the District, contingent on the passage of special legislation:

   1. The Pioneer Valley Regional School building shall serve middle school students in the District according to a grade configuration defined by the Committee; however, students enrolled at the Gill Elementary School shall have the option of beginning middle school in the seventh grade.

   2. The Turners Falls/Great Falls building shall serve high school students according to a grade configuration defined by the Committee.

E. Process to Close a School

   1. School Closure Process – Option A

      a. The process to close a school using Option A shall begin with a vote by the Committee to begin a feasibility study, which can be done anytime at the discretion of the Committee. This vote must be approved with a two-thirds (2/3) majority vote of the full Committee (at least nine (9)). The study must be completed within 250 days from the date of the vote to begin the study.

b. Closure of any school within the District shall not be approved under Option A without the completion of a feasibility study which considers implications for the next five (5) years and shall address the following components:

   1. A fiscal analysis to determine cost savings, the impact on the regional budget, and the impact on individual Member Town budgets and the cost of maintaining the school in question.

   2. A study of the educational impact on students.

   3. A review of proposed reorganization of District staff and student assignments.

   4. A review of population trends to determine the long-term impact of the closing.

c. After completion of the feasibility study, a review of the study by an Ad Hoc Subcommittee shall take place. The Ad Hoc Subcommittee shall be comprised of two (2) members of the Committee from the town in which the school closure is proposed [or one (1) if there is only one (1) Committee member from that Member Town], appointed by the Committee and three (3) residents from the Member Town where the school is located, appointed by that Member Town Selectboard. The Ad Hoc Subcommittee will give the Committee its report within sixty (60) days of receiving the feasibility study. The Committee shall give recommendations from the Ad Hoc Subcommittee due consideration.

d. Prior to the final vote of the Committee, and not sooner than thirty (30) days after receiving the Ad Hoc Subcommittee report and with thirty (30) days' notice, the Committee shall hold a public forum in the Member Town where the school is proposed to be closed. The purpose of this forum is to review the results of the feasibility study.

e. The Committee will vote at its second regularly scheduled meeting, after the community forum, to close the school or to keep the school open and this vote shall not take place sooner than one (1) year from the vote to begin the feasibility study. The vote shall require a three-quarters (3/4) majority vote of the full Committee (at least ten (10)), with representatives from at least four (4) towns voting to support closure.

f. Only if the Committee votes to close the school in question, every Member Town will vote at its next Town Meeting to approve or not approve the Committee vote to close the school in question. If two-thirds (2/3) of the Member Towns (at least (4)) approve closure with a majority vote in each Member Town, the school will then be closed on June 30 of the second following fiscal year after the Committee vote.

2. School Closure Process – Option B

   a. After two consecutive years that an elementary school's in-seat enrollment, including resident, tuition, and school choice students, is twenty (20) or fewer students according to the October 1 student count, the Committee may initiate a feasibility study consistent with the provisions of Section IV E. 1. b. with a two-thirds (2/3) majority vote of the full Committee (at least nine (9)).

   b. If the Committee does not initiate a feasibility study, the Committee will vote whether to close the school within sixty (60) calendar days of the Committee vote to not conduct a feasibility study. A Committee vote to close the school in question requires a two-thirds (2/3) majority vote of the full Committee (at least nine (9)). If the Committee votes to close the school, all the Member Towns will vote at their next Town Meetings on the Committee recommendation to close the school, and the school will close if there is a majority vote to support the Committee vote to close the school in two-thirds (2/3) of Member Towns (at least four (4)) at their next Annual or Special Town Meetings.

   c. If the Committee chooses to initiate a feasibility study, the Committee will vote to close the school in question after the completion of the study at its next regular meeting. The vote to close the school will require a two-thirds (2/3) majority vote of the full Committee (at least nine (9)). If the Committee votes to close the school, all the Member Towns will vote on the Committee recommendation to close the school and the school will close on June 30 of the second fiscal year after the votes if there is a majority vote to support the Committee vote to close the school in two-thirds (2/3) of the Member Towns (at least four (4)) at their next Annual or Special Town Meetings.

F. Support for Closed School Building.

In the event that a school closure is approved and implemented, the District will pay in each of the three (3) years after closure, to the town in which a town-owned elementary school is closed, 50% of the budgeted costs to maintain the facility as determined by the Committee. These costs will address utilities, maintenance of building and grounds, and related maintenance supplies. This cost will be assessed to all Member Towns based on their elementary in-school enrollment in the previous October 1 count. Half of the payment to the Member Town will be made by the end of November and the remaining half in April. Beginning on the June 30 that the school is closed, the lease for that school will be terminated. If the building is sold or fully or partially repurposed prior to the end of the three (3) year period, the District will no longer be responsible for this compensation. Any cost other than routine maintenance cited above is the responsibility of the Member Town that owns the school.

SECTION V Budget

A. Budget

The Committee shall annually determine the District's budget consistent with the timelines, terms, and requirements of MGL Chapter 71, Section 16B, as amended, and other pertinent provisions of law and consistent with regulations promulgated by the Department of Elementary and Secondary Education (hereinafter referred to as DESE).

B. Public Budget Hearing and Budget Approval

1. After conducting a public hearing consistent with MGL Chapter 71, Section 38N, as amended, the Committee, by a minimum two-thirds (2/3) vote of all its members, shall annually approve a budget for the next fiscal year to maintain and operate the District.

2. The budget will be itemized in such detail as the Committee may deem advisable. Such budget shall be adopted not later than forty-five (45) days prior to the earliest date on which the business session of the Annual Town Meeting of any Member Town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. The amounts apportioned for each Member Town shall be certified and along with the budget be sent by the District Treasurer to the Treasurers of the Member Towns, the Selectboards, and Finance Committees of the Member Towns within thirty (30) days of the date on which the annual budget is adopted by the Committee.

3. The annual budget as adopted by a two-thirds (2/3) vote of all the Committee members must be approved by a simple majority vote at two-thirds (2/3) of the Member Town Meetings consistent with the requirements of the statutory method.

4. The Committee shall each year, on or before February 15, submit an annual report of the prior fiscal year to each of the Member Towns, containing a detailed financial statement, and a statement showing the method by which the annual charges assessed against each town were computed. The report shall also include such additional information relating to the operation and maintenance of the District as may be deemed necessary by the Committee from the previous fiscal year (or by the Selectboard of any Member Town) and each Member Town shall include said report in its annual report.

C. Amendments to the Approved Budget [603 CMR 41.05 (5) and MGL Chapter 71, Section 16B, as amended]

1. The Committee may propose, with a two-thirds (2/3) vote of the full Committee (at least nine (9)), an amendment to a previously approved budget. If such amendment results in an increase in the total amount of the budget or an increase in the assessment for any Member Town, such amendment shall be submitted to the local appropriating authorities of the Member Towns for their approval. The treasurer of the District shall submit the proposed amendment to the Member Towns within seven (7) days of the date of the Committee vote. The local appropriating authority of every Member Town shall have forty-five (45) days from the date of the Committee's vote to meet and consider the amendment. The proposed amendment shall be effective if it is approved by two-thirds (2/3) of the local appropriating authorities and by the local appropriating authority of any Member Town whose assessment is increased.

2. If a local appropriating authority does not vote on the proposed amendment within the forty-five (45) day period and that local appropriating authority has previously appropriated funds for its assessment in an amount greater than or equal to the Member Town's assessment for the amended budget, that Member Town shall be deemed to have approved the amended budget.

3. If a proposed amendment to a previously approved budget does not increase the total amount of the budget and reduces or leaves unchanged the assessment for every Member Town, the amendment shall not require approval by the local appropriating authorities and shall be effective upon a two-thirds (2/3) vote of the Committee and shall be sent to the Member Towns.

SECTION VI Apportionment and Payment of Costs Incurred by the District

A. Classification of Costs

For the purpose of apportioning assessments by the District to the Member Towns, costs shall be divided into three (3) categories: operating costs, capital/debt and transportation costs. The Committee shall determine the amount necessary to meet the annual operating, capital/debt, and transportation needs and shall allocate such amount among the Member Towns.

B. Operating Costs and Apportionment of Operating Costs

Operating Costs - shall include all costs except capital/debt and transportation costs.

Apportionment of Operating Costs - the total operating costs assessed to each Member Town will consist of the Member Town’s Required Local Contribution and the Member Town’s share of the Amount Above the Required Local Contribution.

The aggregate Amount Above the Required Local Contribution is arrived at by subtracting from the Operating Budget the following: Chapter 70 aid, the combined Required Local Contributions of all Member Towns, and other general revenue sources to the District.

This formula is illustrated below:

Operating Budget (which excludes capital/debt and transportation)

- (minus) Chapter 70 aid (as calculated by DESE)

- (minus) Combined Required Local Contributions of all member towns (as calculated by DESE)

- (minus) Other general revenue sources to the District

= (equals) Amount Above the Required Local Contribution for all Member Towns

Each Member Town's share of the Amount Above the Required Local Contribution shall be determined by multiplying the Amount Above the Required Local Contribution by a fraction, the numerator of which shall be each Member Town's rolling average of its foundation enrollment for the current fiscal year and the four (4) preceding fiscal years, and the denominator of which shall be the aggregate of all Member Towns' rolling averages of their foundation enrollments for the current fiscal year and the four (4) preceding fiscal years.

C. Capital Costs

Capital costs shall include building modifications to the structure and systems that exceed $5,000 unit cost and as described in DESE's Chart of Accounts, in the 7000-function code, if outlay, or 8000-function code, if funded via debt, as may be modified by DESE from time to time.

Apportionment of Capital and Debt Costs

Each Member Town's share of capital/debt costs for District-owned schools and for capital/debt costs under $20,000 for the elementary schools shall be determined by multiplying total capital/debt costs by a fraction, the numerator of which shall be each Member Town's rolling average of its foundation enrollment for the current fiscal year and the four (4) preceding fiscal years, and the denominator of which shall be the aggregate of all Member Towns' rolling averages of their foundation enrollments for the current fiscal year and the four (4) preceding fiscal years. Any single necessary capital/debt cost undertaken in any fiscal year with an estimated cost that meets or exceeds $20,000 shall not be included in the District budget but shall be paid directly and entirely by the town in which the building is located as stated in Section IV B. 1. In the event that students from more than one Member Town attend a town-owned elementary school in need of a capital/debt expense, the cost shall be shared on the basis of enrollment in the building.

The capital/debt costs that are assessed to Member Towns in the former Gill-Montague Regional School District and former Pioneer Valley Regional School District, and in each District's annual budget, at the time of regionalization into a six (6) town District shall remain the responsibility of the towns that are responsible for the capital/debt costs prior to regionalization. These capital/debt costs will be in the District budget and paid through the regional assessment process. The assessments will be based on the former regional agreements.

D. Transportation Costs

Transportation costs shall include all costs to transport students to and from school.

Apportionment of Transportation Costs

Each Member Town's share of transportation costs shall be determined by multiplying total transportation costs by a fraction, the numerator of which shall be each Member Town's rolling average of enrolled resident students for the current fiscal year and the four (4) preceding fiscal years, and the denominator of which shall be the aggregate of all the Member Towns' rolling averages of their resident enrolled students for the current fiscal year and the four (4) preceding fiscal years.

SECTION VII Incurring Debt

The Committee may vote to incur debt consistent with the terms and conditions of MGL Chapter 71, Section 16, as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee will use the default method by majority vote and utilize the process that appears in MGL Chapter 71, Section 16 (d).

If the Committee chooses to use Section 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 Selectboard in each Member Town. The Committee has the option to use the method in Section 16 (n) with a two-thirds (2/3) vote of the full Committee.

SECTION VIII Transportation

Transportation to and from school shall be provided by the District for enrolled students PreK-12 according to law and Committee policy.

SECTION IX Amendments

This Agreement may be amended from time-to-time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other 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 that part of the capital costs represented by bonds or notes of the District then outstanding and of interest thereon.

A. A proposal for amendment may be initiated by a signed petition bearing the signatures of ten (10) percent of the registered voters as certified by the Town Clerk of any of the Member Towns or by vote of a majority of all members of the Committee. When initiated by at least ten (10) percent of the voters of a Member Town, the Committee will send the proposed amendment to the Selectboards of the Member Towns to prepare for a Town Meeting vote.

B. Any such proposal for amendment shall be presented to the Secretary of the Committee who shall mail or deliver a notice in writing to the Selectboard of each of the Member Towns that a proposal to amend this Agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Committee shall send the Regional Agreement with the proposed amendment to DESE for review. After the final review of the proposed amendments by DESE, the Committee will then send the Agreement in its entirety to the Selectboard in each Member Town and the Selectboards shall include in the warrants for the next Annual or Special Town Meetings, an article stating the proposed amendment.

C. When a majority of the Member Towns, by majority vote at such Annual or Special Town Meeting, shall have approved the proposal for amendment and the amended Agreement has been approved by the Commissioner of DESE (hereinafter referred to as the Commissioner), said amendment shall be adopted thereby and thereupon become a part of this Agreement.

SECTION X Admission of Additional Member Towns

A. By an amendment of this Agreement adopted under and in accordance with SECTION IX, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance at a Special or Annual Town Meeting by a majority vote by the town or towns seeking admission to the Agreement as so amended, acceptance by a minimum of two-thirds (2/3) of the Member Towns (at least four (4)), each by majority vote, and also upon compliance with such provisions of law and regulations [603 CMR 41.03, as amended] as may be applicable and such terms as may be set forth in such amendment and approval by the Commissioner.

B. The Committee, prior to the admittance of a new Member Town, will have the option of establishing an additional cost to that new Member Town to be included in the District and defined in the amended Regional Agreement if the amendment is initiated by the Committee. The amended Regional Agreement shall also address all considerations regarding Other Post-Employment Benefit (hereinafter referred to as OPEB) costs and pension and other liabilities and debt. All additional costs will be clearly articulated to a potential new Member Town and its voters and will be made clear to the voters in all Member Towns prior to that new Member Town's vote on admission to the District.

C. A new Member Town may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31.

D. Due to the addition of a new Member Town, the amended Regional Agreement will define the number of Committee members.

E. Previous debt, OPEB, pension and other liabilities of the new Member Town will remain the sole responsibility of the new Member Town.

SECTION XI Withdrawal of Member Towns

A. Procedure

Any Member Town may, by majority vote at an Annual or Special Town Meeting, petition to withdraw from the District under terms to be stipulated herein and subject to the provisions of SECTION IX Amendments.

The Committee shall draw up and initiate an amendment to the Agreement providing for the withdrawal of the petitioning town. The requested amendment shall follow the process outlined in SECTION IX. A Long Range Educational Plan shall be submitted to DESE by the town seeking to withdraw from the District. If the proposed amended Agreement in its entirety is reviewed by DESE, the Committee will then send the proposed amended Agreement to the Selectboards in each Member Town. The Selectboards shall include in the warrants for the next Annual or Special Town Meetings, the article(s)stating the proposed amended Agreement. The Member Town seeking to withdraw shall cease to be a Member Town at the start of the next fiscal year if the proposed amended agreement is then approved by a majority vote at an Annual or Special Town Meeting, approving the amended agreement defining the withdrawal by at least three-fourths (3/4) of the remaining Member Towns (at least four (4)) and the Commissioner approval of the amended Regional Agreement. An existing Member Town may withdraw from the District provided that all requisite approvals for such withdrawal shall be obtained no later than the preceding December 31 to be effective July 1.

B. Limitations

1. The Member 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 certified for the year in which such withdrawal takes effect, during the time of membership in the District.

2. The town shall be obligated to the District for its share of OPEB, pension costs and all liabilities accrued while a member of the District. In regard to OPEB, the amount owed to the District shall be calculated by an independent, licensed actuary whose appointment shall be agreed to by the District and the withdrawing Member Town. If the parties cannot agree, then the District shall appoint an actuary. The calculation shall be done in accordance with actuarial standards, regulations, and laws. The withdrawing Member Town's share of the District's OPEB liability shall be computed by the actuary, first calculating the ratio of the withdrawing Member Town's enrollment to the total enrollment of the District for each year the withdrawing town was a member of the District. The withdrawing Member Town's share of the District's liability for OPEB and pension costs shall be the average of

the ratio of its enrollment during the current and prior years of membership over the total average enrollment of the District during the current and prior years of membership. Regarding other liabilities, the Committee shall negotiate with the withdrawing Member Town the method of apportionment and payment process. The enrollment used in the calculations shall be students attending District schools on October 1 of the appropriate year. The Committee and the withdrawing Member Town shall negotiate the manner in which OPEB and pension costs shall be paid to the District.

3. Regarding outstanding capital/debt, the said Member Town shall remain liable for its share of principal and interest payments as if it were still a member of the District. The Member Town's liability each year going forward is fixed at the percentage in place at the time of withdrawal. The Committee and the withdrawing Member Town shall negotiate the manner in which its share of principal and interest payments shall be paid to the District. The withdrawing Member Town also has the option to make a lump sum payment at withdrawal. That lump sum, depending on the amount, may either reduce or eliminate their future liability for future debt service payment or other liabilities.

4. All expenses related to the withdrawal of a Member Town from the District will be borne by the Member Town which initiates withdrawal from the District.

C. Membership of District Committee

Upon the effective date of withdrawal and consistent with the amended Agreement, the terms of office of all members serving on the Committee from the withdrawing Member Town shall terminate and the total membership of the said Committee shall be revised according to the amended Agreement.

D. Deposit of Money Paid by Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon and its share of OPEB and pension costs, and other costs, shall be deposited in a separate bank account and used only for such purposes.

SECTION XII Regional Agreement Review

Recognizing that over time circumstances often change and intending that this Agreement should continue to serve the best interests of the Member Towns, the Committee shall, at least at ten (10) year intervals, establish an Ad Hoc Regional Agreement Review Subcommittee composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial in light of the then prevailing conditions. This Ad Hoc Subcommittee shall make every effort to report to the Committee within ten months. The Committee shall give any such Subcommittee's report due consideration and will share the report with the Member Towns, but the Committee may exercise its discretion as to whether it will follow up on any of the Subcommittee's recommendations.

This Ad Hoc Regional Agreement Review Subcommittee will be composed of two (2) members of the Committee, appointed by the Committee and six (6) members of the Member Towns, one (1) from each Member Town appointed by the respective Selectboards. All members of the Subcommittee shall be appointed for a term of not more than two (2) years. The Superintendent and the School Business Administrator shall be ex-officio members of the Subcommittee. The report of this Subcommittee shall be shared with the Selectboards of the Member Towns.

SECTION XIII Transition Period

As part of the approval of this Agreement and of the Regional School District created by this Agreement, the Member Towns as well as the Commissioner will have approved a Transition Period which will extend from the date when the Appointed Transition School Committee is seated until June 30, 2028. During this Transition Period, the existing local School Committee and the Regional School Committees will continue in existence and will continue to operate the schools of the Member Towns subject to the restrictions spoken to in this SECTION XIII and consistent with 603 CMR 41.03. During this Transition Period the appointed Transition School Committee will be formed consistent with the powers expressed in this SECTION XIII. Until the seating of the Great River Regional School Committee, through the District-wide biennial election in November of 2028, the Transition School Committee will exercise the powers expressed in this SECTION XIII.

A. Appointed Transition School Committee

Regarding the Transition School Committee, the appointments shall be made as soon as possible after the Member Towns vote to approve the Regional Agreement and after the Commissioner's approval of this Agreement. The Transition School Committee shall be comprised of thirteen (13) members: two (2) of which will be from Bernardston, two (2) from Gill, one (1) from Leyden, five (5) from Montague, two (2) from Northfield, and one (1) from Warwick. Members of the Transition School Committee will be appointed at a joint meeting in each of the six (6) Member Towns with the respective Selectboard and the current School Committee members from that respective Member Town. These appointed Transition School Committee members may, but need not be, members of the Gill-Montague, Pioneer Valley and Warwick School Committees. During the Transition Period, should any of the members of the Transition School Committee resign from membership on the Transition School Committee a joint meeting of the Selectboard and the local or Regional School Committee members from that Member Town will appoint by a majority vote a replacement who may or may not be a member of the current local or Regional School Committees.

B. Duration of the Transition School Committee

The Transition School Committee members shall serve until the members of the Great River Regional School Committee are seated and qualified, after the biennial election in November of 2028. The Great River Regional School Committee members will be elected from each of the Member Towns consistent with the composition in Section XIII A. The staggering of terms will begin consistent with Section XIII I.

C. Quorum

A quorum shall exist when a majority (i.e., more than 50%) of the thirteen (13) members of the Transition School Committee are present. At a meeting where there is no quorum, or where the quorum is lost, the remaining members may vote to adjourn but may take no other action.

D. Election of Officers

The Superintendents of the Gill-Montague and Pioneer Valley Regional Districts and Warwick District will jointly call for a meeting of the Transition School Committee as soon as members are all qualified. The Appointed Transition School Committee will then elect/appoint officers consistent with SECTION II A. 4., who will continue to serve as officers of the Great River Regional School Committee after the end of the Transition Period until the elected Great River Regional School Committee is qualified and seated after the biennial election. The elected Committee will elect/appoint officers consistent with Section II A. 4, and they shall serve until the next biennial election whereby current school committee members and residents may run for seats as terms expire.

E. Powers of the Appointed Transition School Committee

1. During the Transition Period, the appointed Transition School Committee shall possess all powers necessary for the planning and implementation of the new Regional School District, including, but not limited to, the following provisions.

   a. 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 Town of Warwick and the respective Regional School Districts of the other Member Towns.

   b. The power to establish and adopt policies for the new District.

   c. The power to employ an interim superintendent, treasurer, chief financial officer, and director of special education, as well as the power to authorize the interim superintendent to employ other personnel as needed.

   d. 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.

   e. The power to adopt a budget for the District during the Transition Period and to assess the Member Towns for the first operational year of the District in accordance with Sections V and VI.

f. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the operational date of the new District.

g. The power to develop and adopt a strategic plan for the new District.

h. The power to appoint subcommittees.

i. The power to appoint a District School Building Committee.

j. The power to hire a Superintendent for the period starting on July 1, 2028.

F. The Transition School Committee shall abide by MGL Ch. 71, Sec. 42B.

All teachers in positions to be superseded by the establishment and operation of the PreK-12 District shall be given preferred consideration for similar positions in the District Schools to the extent that such positions exist therein. Any such teacher who on the date of his/her contract of employment with the District has achieved Professional Teacher Status shall continue thereafter to serve on such basis.

G. Relationship Between the Transition School Committee and the Current Local and Regional School Committees During the Transition Period.

1. During the Transition Period, the current local and Regional School Committees of the Member Towns may not make decisions that will financially obligate or legally encumber the new District without ratification by the Transition School Committee. In addition, the current Regional School Committees and the Warwick School Committee will comply with the following during the Transition Period:

    a. No new building projects for District owned buildings, which were not in progress prior to the inception of the Transition Period, will be initiated and no building closures will be considered unless ratified by the Transition School Committee.

b. Program offerings will remain substantially the same during the Transition Period.

c. No school choice openings will be filled except with the approval of the Transition School Committee.

d. The school administration of the local and Regional School Districts will cooperate with the transition regional administration in terms of information sharing and in terms of the transfer of control during the transition.

H. Termination of the Transition Period

The Transition Period will end as of midnight June 30, 2028. The Transition School Committee members shall serve until the members of the Great River Regional School Committee are seated and qualified, after the biennial election in November of 2028, at which time the elected Great River Regional School Committee, in accordance with Section II. B. shall assume jurisdiction of operating the new regional school district. The newly elected Great River Regional School Committee will be deemed to be the legal successor to the Transition School Committee for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the Transition School Committee. (See Appendix for legislation intent and language.)

I. Initial Staggering of Terms.

For the purpose of staggering the terms of the Great River Regional School Committee only, the following will apply. In regard to the Member Towns and their elected representatives in the November 2028 biennial elections:

Bernardston - the candidate receiving the highest number of votes will be elected to a four (4) year term and the candidate receiving the second highest number of votes will be elected to a two (2) year term.

Gill – the candidate receiving the highest number of votes will be elected to a four (4) year term and the candidate receiving the second highest number of votes will be elected to a two (2) year term.

Leyden - the candidate receiving the highest number of votes will be elected to a four (4) year term.

Montague – the three (3) candidates receiving the highest number of votes will be elected to a four (4) year term and the two (2) candidates receiving the fourth and fifth highest number of votes will be elected to a two (2) year term.

Northfield - the candidate receiving the highest number of votes will be elected to a four (4) year term and the candidate receiving the second highest number of votes will be elected to a two (2) year term.

Warwick - the candidate receiving the highest number of votes will be elected to a four (4) year term.

J. Agreement Effective Date and Special Legislation

1. Effective date of Agreement. This Agreement shall take effect upon approval by a majority of voters in the Towns of Bernardston, Gill, Leyden, Montague, Northfield and Warwick and approval by the Commissioner.

2. The Operational Date of the Great River Regional School District will be July 1, 2028.

3. The Proposed Special Legislation, included in the Appendix, authorizes the transfer of all regional property, assets and liabilities including school buildings and real property, from the Gill-Montague Regional School District and the Pioneer Valley Regional School District to the new District as of the Operational Date. Should such Proposed Special Legislation not be enacted prior to the end of the Transition Period on June 30, 2028, this Agreement shall terminate, the District shall dissolve, and the Gill-Montague Regional School District, the Pioneer Valley Regional School District and Warwick School District shall continue in existence. The dissolution of the Pioneer Valley Regional School District, and the dissolution of the Gill-Montague Regional School District shall not occur, and the new Great River Regional School

District shall not become operational until Proposed Special Legislation has been enacted. (See Appendix for the current proposed draft of the Special Legislation)

IN WITNESS WHEREOF, the undersigned, each being the duly authorized Chair of the Selectboard of their respective Town, hereby execute this Agreement pursuant to and in accordance with the vote of their Town Meeting approving this Agreement.

The parties acknowledge that this Agreement may be executed on different dates by the respective Towns; however, all such signatures are ministerial acts implementing prior Town Meeting approvals and shall not affect the Town Meeting Approval Date, which shall control for purposes of this Agreement.

This Agreement shall be deemed executed upon the affixing of all required signatures, and shall be effective in accordance with Section XIII J.

Town of Bernardston: ____ Date: ___________
Chair of Select Board

Town of Gill: ____ Date: ___________
Chair of Select Board

Town of Leyden: ____ Date: ___________
Chair of Select Board

Town of Montague: ____ Date: ___________
Chair of Select Board

Town of Northfield: ____ Date: ___________
Chair of Select Board

Town of Warwick: ____ Date: ___________
Chair of Select Board

Department of Elementary and Secondary Education:

____ Date: __________

Commissioner Approval

Appendix

Current Proposed Draft of Special Legislation (03.16.2026)

The current proposed draft Special Legislation states in Section I that, "As of July 1, 2028, the date the Great River Regional School District becomes fully operational, (the "Operational Date"), all property and assets (including, without limitation, any real property) owned by the Gill-Montague Regional School District and all property and assets (including, without limitation, any real property) owned by the Pioneer Valley Regional School District shall, by operation of this legislation, be deemed transferred to the Great River Regional School District, together with all liabilities of the Gill-Montague Regional School District and all liabilities of the Pioneer Valley Regional School District as of that date, and the Great River Regional School District shall accept and assume all such assets and liabilities."

The current proposed draft Special Legislation states in Section II that, "Notwithstanding any language contained in the Gill-Montague Regional District Agreement or the Pioneer Valley Regional District Agreement to the contrary, no additional action need be taken for the Gill-Montague Regional School District and the Pioneer Valley Regional School District to dissolve or to terminate the then-existing regional agreements of the Gill Montague Regional School District and Pioneer Valley Regional School District as of the Operational Date."