

ADAMS CHESHIRE (HOOSAC VALLEY) – 2019 (two member towns)

Section XI

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 approve the withdrawal at an annual or special town meeting. No withdrawal will take effect on a date other than July 1 of a given year. The positive vote of the town and the notification to the District with the submittal of a long-range education plan consistent with Section XI, Subsection C must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice

The clerk of the town which voted to withdraw shall, within seven (7) days of the town meeting vote, notify the Committee chairperson, the District's superintendent, and the Board(s) of Selectmen of the other member town(s) in writing that the town has voted to

withdraw from the District. The clerk of the town which voted to withdraw shall provide a certified copy of the vote with the notification.

C. Long Range Educational Plan

No less than two (2) full years prior to the required July 1 date of withdrawal, the town seeking to withdraw, in addition to the other requirements set forth in Section XI, Subsections A and B, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2), as may be amended or replaced. The Long Range Education Plan will address, in addition to any other factor(s) required by the Commissioner, the following: the expected educational benefits of reorganization the current and projected enrollments; an inventory of all educational facilities owned or leased by the District and any construction efficiencies (if any), the proposed administrative structure, the fiscal ramifications of withdrawal upon the withdrawing member 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

Except as provided in Section XI, Subsection F in the case of a two-member town district or district disestablishment, the Committee shall draft an amendment to the Agreement and such other agreement(s) as the Committee deems appropriate in connection with a withdrawal. In addition to other terms and requirements which the Committee may include in the amendment and other agreement(s), 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; (3) other liabilities incurred during all times that the town was a member of the District including, but not limited to other post-employment benefits liabilities (M.G.L.c 32B); and (4) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal

A withdrawal shall become effective on the second July 1 after: (a) the requirements of Section XI, Subsections A through E are satisfied (subject to IX); and, (b) the amendment to the Agreement and withdrawal is approved: (1) by majority vote at an annual or special town meeting in each member town, and (2) by the Commissioner.

The Commissioner's approval must be by the December 31 of the year that is at least two years prior to the July 1 withdrawal date. (For example, if the Commissioner approves on or before December 2018, the effective date cannot be prior July 1, 2020.) Prior to town meetings, the Regional School Committee will also hold a non-binding vote on the request to withdraw. Upon the effective date of withdrawal, the terms of office of all members serving on the Committee from the withdrawn town shall terminate and the total membership of the Committee shall be decreased accordingly.

F. Termination of the District

If the District consists of two member towns, and one town intends to withdraw from the District pursuant to this Section XI and has complied with Section XI, Subsections A and B, both member towns will comply with Section XI, Subsections C through E, and upon full compliance the District will be disestablished or discontinued, this Agreement will be terminated, and the Hoosac Valley Regional School District will cease to exist. In the event the District consists of more than two-member towns and all or all but one desire to disestablish the District, the process set forth in this Subsection shall apply. In the event of disestablishment, the amendment to the Agreement referenced in Section XI, Subsections C through E shall be construed to be an agreement of disestablishment of the District and withdrawal of a town construed as disestablishment of the District.

In the event of termination:

1. Both member towns' annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such member town at the last annual apportionment made next prior to the effective date of the withdrawal.
2. Both member towns shall divide the assets of the District in a proportional and reasonable manner based on the value of the District's assets. The value of the assets distributed to a member town in excess of the value of the assets distributed to the other member town shall be equalized with money.
3. Both member towns shall be responsible for any and all outstanding liabilities of the District, not reflected in subparagraph 1.
4. The member towns shall comply with all applicable rules and regulations, including, but not limited to, M.G.L.c. 71, §42B.

**SECTION IX -
WITHDRAWAL/TERMINATION**

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 approve the withdrawal through a positive vote, at an annual or special town meeting. No withdrawal will take effect on other than July 1 of a given year. The positive vote of the town; the notification to the District consistent with the submittal of a long range education plan consistent with IX C 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 town meeting vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to withdraw from the Agreement and the District. The clerk of the town seeking to withdraw shall 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 IX A, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Education Plan will address, in addition to any other factor(s) 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 and construction efficiencies, if any; 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

The Committee shall draft an amendment to the Agreement to reflect the vote of the member town to withdraw. 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; (3) other liabilities incurred during all times that the town was a member of the District (e.g., OPEB); and (4) 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 majority vote at an annual or special town meeting in the member towns, and is approved by the Commissioner. The withdrawal can become effective no less than one full year after of the completion of the requirements outlined in IX A through E and subject to IX G.

F. 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 Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

G. Termination of the District

If one member town of the current two town district successfully and fully withdraws from the District in compliance with IX A-E, the Agreement will be dissolved and the District will be terminated. A positive vote by both member towns to accept the withdrawal of one member town will result in the dissolution of the Agreement and the termination of the District. In that event both member towns must comply with IX C. Notwithstanding the provision of IX E, the effective date of the termination of the District may only occur at the earliest on the second June 30 after both towns have taken votes to effect the termination of the District and the termination and long range plans of both towns has been accepted by the Commissioner.

In the event of termination:

1. Both member town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such member town at the last annual apportionment made next prior to the effective date of the withdrawal.
2. Both towns will be entitled to any assets that need to be divided between the towns.
3. Both towns shall be responsible for any and all outstanding liabilities of the District, not reflected in subparagraph 1.

Somerset- Berkley – 2021 (two member towns)

SECTION 8. WITHDRAWAL.

A. 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.

B. 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 town may withdraw from the District, provided:

- 1.** That the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the fiscal year in which such withdrawal takes effect, and;
- 2.** That said town shall remain liable to the District for its share of the indebtedness, including but not limited to Other Post-Employment Benefits (OPEB) and other than temporary debt in anticipation of revenue, 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 that such town has paid over at the time of withdrawal and which has been applied to the payment of indebtedness.
- 3.** The clerk of the town seeking to withdraw shall notify in writing, within seven (7) days of the vote, the Committee that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote).

REVISED Amended Agreement Approved by Regional School Committee 5/14/21

4. Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitations contained in the first paragraph of SECTION 6 (State and Federal law shall supersede).
 5. The Secretary shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has proposed an amendment (enclosing a copy of the proposed amendment in its entirety).
 6. The Selectmen of each member town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose, an article stating the amendment in its entirety.
 7. Such amendment shall take effect at the end of the fiscal year in which it was accepted by all of the member towns, acceptance by each member town to be a majority vote at a town meeting as aforesaid.
 8. The withdrawing town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of withdrawal.
 9. Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who reside in the withdrawing town shall terminate.
- C. Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of Regional School Districts (see Section 9).
- D. 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 all of Subsection B above, will submit to the Commissioner of Elementary and Secondary Education and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2).
- E. The Long Range Education 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; and inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of the 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.
- F. Any proposed withdrawals must be approved by the Commissioner of Elementary and Secondary Education.
- G. All approvals for withdrawal, including the Commissioner's approval, must occur by December 31 for amendment to be in effect the following July 1. (See 603 CMR 41.03(2)(a)).

SECTION 9. TERMINATION

- A. Any member town or the Regional School Committee may propose that the agreement be terminated.
- B. No less than two (2) full years prior to the desired date of termination, the member towns will submit to the Commissioner of Elementary and Secondary Education and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Education Plan will address, in addition to any other factor

~~MSR 02B12 Amended Agreement Approved by Regional School Committee 2/14/21~~

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; plans for the future distribution of the Regional School Building and its contents; the proposed administrative structure; the fiscal ramifications of termination upon each member town; and the effect that termination will have on student transportation.

C. The Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that a proposal has been submitted to terminate the agreement. The Selectmen of each member town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose, an article outlining the proposal to terminate the regional agreement.

D. Termination of the District shall take effect upon acceptance by all of the member towns and the Commissioner of Elementary and Secondary Education. Acceptance by each member town shall be decided majority vote at a town meeting consistent with regulatory requirements. Each member town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of termination shall be fixed at the percentage prevailing for such town at the last annual apportionment made prior to the effective date of termination. Upon the effective date of termination, the terms of office of all member towns serving on the Committee shall terminate.

E. All member towns shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurers of the member towns, including the full amount so certified for the fiscal year in which the termination takes effect.

F. All member towns shall remain liable to the District for its share of the indebtedness, including but not limited to Other Post-Employment Benefits (OPEB) and other than temporary debt in anticipation of revenue, of the District outstanding at the time of termination, and for interest thereon, to the same extent and in the same manner as though the agreement remained in effect, except that such liability shall be reduced by any amount that such town has paid over at the time of termination and which has been applied to the payment of indebtedness.

G. Money received by the District from the member towns for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used, shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of Regional School Districts.

H. Any proposed termination must be approved by the Commissioner of Elementary and Secondary Education.

I. All approvals, including the Commissioner's approval, must occur by December 31 for amendment to be in effect the following July 1. (See 603 CMR 41.03(2)(a)).

SECTION VIII WITHDRAWAL

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. If a petition to withdraw would leave only one remaining member town, this section would no longer apply and the withdrawing town would seek to terminate this agreement as provided for in Section IX, Any member 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 town may withdraw from the District, provided:

A. That the town seeking to withdraw shall remain liable for any unpaid operating or capital costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the fiscal year in which such withdrawal takes effect; and

B. That said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, 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 that such town has paid over at the time of withdrawal and which has been applied to the payment of indebtedness. The clerk of the town seeking to withdraw shall notify in writing, within seven (7) days of the vote, the Committee 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, in consultation with the member towns, shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitations contained in the first paragraph of SECTION 6 (State and Federal law shall supersede). The Secretary shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has proposed an amendment (enclosing a copy of the proposed amendment). The Selectmen of each member town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose, an article stating the amendment or the substance thereof. Such amendment shall take effect at the end of the fiscal year in which it was accepted by all of the member towns, acceptance by each member town to be a majority vote at a town meeting as aforesaid. The withdrawing town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of withdrawal. Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who reside in the withdrawing town shall terminate.

C. Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used, shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of Regional School Districts.

D. 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 of Elementary and Secondary Education and to the District a Long Range Education Plan consistent with 603 CMR 41.02(2). The Long Range Education 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.

E. Any proposed withdrawals must be approved by the Commissioner of Elementary and Secondary Education per State Law and Regulations.

SECTION IX TERMINATION

A. Any member town or the district may propose that the agreement be terminated.

B. No less than two (2) full years prior to the desired date of termination, the member towns will submit to the Commissioner of Elementary and Secondary Education and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Education 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; plans for the future distribution of the Regional School Building and its contents; the proposed administrative structure; the fiscal ramifications of termination upon each member town; and the effect that termination will have on student transportation.

C. The Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that a proposal has been submitted to terminate the agreement. The Selectmen of each member town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose, an article prepared by the Committee in consultation with the member towns outlining the proposal to terminate the regional agreement.

D. Termination of the District shall take effect at the end of the fiscal year in which it was accepted by all of the member towns and the Commissioner of Elementary and Secondary Education. Acceptance by each member town shall be decided majority vote at a town meeting as aforesaid. Each member town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of termination shall be fixed at the percentage prevailing for such town at the last annual apportionment made prior to the effective date of termination. Upon the effective date of termination, the terms of office of all members serving on the Committee shall terminate.

E. All member towns shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurers of the member towns, including the full amount so certified for the fiscal year in which the termination takes effect.