



Merrimac Select Board

Joint Meeting

11/26/24

I. CALL TO ORDER

PRESENT: Gustison, Manni, Gorzynski, Bruno, Adams

ABSENT:

II. PENTUCKET REGIONAL SCHOOL DISTRICT REGIONAL AGREEMENT DISCUSSION: DISCUSSION WITH THE MERRIMAC SELECT BOARD AND WEST NEWBURY SELECT BOARD CONCERNING AMENDMENTS TO THE PENTUCKET REGIONAL SCHOOL DISTRICT REGIONAL AGREEMENT. VOTES WILL BE TAKEN.

1. Discussion with the Merrimac Select Board and West Newbury Select Board Concerning Amendments to the Pentucket Regional School District Regional Agreement. Votes Will be Taken.
2. PRSD Regional Agreement Review Draft
3. Section IV. LOCATION OF SCHOOLS

Section IV. LOCATION OF SCHOOLS

- . The Regional District secondary school buildings shall be located on sites owned by the District.
- B. There shall be not less than one elementary school in each member town. Students in grades PK – 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional “magnet” classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District “Contingency Plan” as approved by the Pentucket Regional School Committee, and as may be amended from time to time.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

4. Section VI. DEFINITIONS A. Budget

Section VI. DEFINITIONS

- . Budget
As defined by this document, the budget is the amount of dollars voted by the Regional District School Committee to finance the District schools to be paid from the general revenues of the Regional School District.

The budget shall be comprised of ~~two~~ four parts: ~~operating costs and~~ debt service, capital costs, and operating costs and, stabilization each as herein defined.

1. ~~DEBT SERVICE and CAPITAL COSTS include all costs that are used for payment of principal and interest on bonds or other obligations issued by the District. Capital projects shall be defined as costing not less than \$20,000 \$10,000 and having a depreciable life of not less than 5 years.~~

The location of this meeting is wheelchair accessible and reasonable accommodations will be provided to persons with disabilities requiring assistance. If you need a reasonable accommodation, please contact the Town of Merrimac’s ADA Coordinator, Robert Sinibaldi, at least two business days in advance of the meeting: commissioner@townofmerrimac.com or 978-346-0525.

~~2. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.~~

- ~~1. DEBT SERVICE includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District.~~
- ~~2. CAPITAL COSTS shall be defined as costing not less than \$20,000 and having a depreciable life of not less than 5 years.~~
- ~~3. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.~~
- ~~4. STABILIZATION COSTS include all Excess and Deficiency and other funds that are transferred to the PRSD Stabilization fund in the proposed budget. The budget should also include the current balance in the PRSD Stabilization fund and the projected new balance with the addition of funds identified in the budget.~~

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

5. Section VII. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

HOLD

- . All operating costs shall be assessed to the three towns on the basis of M.G.L. Chapter 71, Section 16B.

The district assessment will be calculated and reported to the member towns by using the two – step method. The District shall list all general fund revenues, including but not limited to Chapter 70, Excess & Deficiency, Circuit Breaker and Transportation Aid, and reduce the member assessment as it relates to the approved operating budget by said amount.

6. Section VIII. RESPONSIBILITY FOR ADDITIONS, MAJOR REPLACEMENTS AND MAINTENANCE OF SECONDARY AND ELEMENTARY SCHOOLS

Section VIII. RESPONSIBILITY FOR ADDITIONS, MAJOR REPLACEMENTS AND MAINTENANCE OF SECONDARY AND ELEMENTARY SCHOOLS

- A. The District shall develop a 5 year capital plan for each building that will be provided to each member town, including any new or updated projects and cost estimates, each year by January 15th. This plan shall include; item descriptions, estimated costs, and the projected depreciable life. Capital projects shall be defined as costing not less than ~~\$10,000~~ \$20,000 and having a depreciable life of not less than 5 years. Capital projects shall be scheduled and approved by the member Town. Emergency repair procedures shall be defined by the member Town lease agreement.

In addition, on or before January 15th of each year, the District shall provide the member towns with a maintenance plan for the following budget year for each of its buildings. The District shall include a line item in its budget to fully fund this plan. As part of its closeout of the fiscal year, on or around September 1st of each year, a year end maintenance report covering the preceding fiscal year shall be provided to the member towns identifying the cost of all maintenance performed.

- B. Each member town shall be responsible for payment of costs associated with the construction of new buildings, renovations, or making extraordinary repairs to the elementary school building/s located in that member town so long as they meet the requirements of a capital project as described in VIII A.
- C. The costs of on-going maintenance for those items not included in paragraph VIII B. for the elementary schools and all costs for the secondary schools shall be borne by the Regional School District.

RESULT:	APPROVED [4 TO 1]
MOVER:	Chris Manni, Chairman
AYES:	Gustison, Manni, Gorzynski, Bruno
NAYS:	Adams

7. Section XII. REGIONAL FINANCE ADVISORY COMMITTEE BUDGET

Section XII. REGIONAL FINANCE ADVISORY COMMITTEE BUDGET

There shall be a Regional Finance Advisory Committee ("Advisory Committee"), comprised of the following: one Select Board member from each member town annually appointed by each member town Select Board; the Finance Director, or person holding such position by whichever title it may be known, from each member town; one Finance Committee member from each member town annually appointed by each member town Finance Committee; the Regional District School Committee Chair, or his/her designee; and the District Superintendent and/or Business Manager. The Regional Advisory Committee will meet **biannually, in or around December and March of each year, from time to time,** with the Regional District School Committee Chair, the Superintendent and/or Business Manager to discuss matters that may impact the District and/or the towns, including budget calendars and timelines, content and detail of budgets, revenue estimates and other revenue matters, capital budget items and use of Excess and Deficiency funds. The chairmanship of the Advisory Committee shall rotate annually among the designated Select Board members from each of the towns. The Committee shall prepare reports to be read into the School Committee minutes.

Amended to read bi-annual meetings around December and March

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

8. Section XIII. BUDGET

Section XIII. BUDGET

- . The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
 - . The budget process shall be initiated annually in or before December and shall provide an opportunity for the ~~Selectmen~~ Select Board and Finance Committee of each member town to have input into its preparation. The Regional District School Committee shall complete its proposed budget for the ensuing year, and said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the ~~Selectmen~~ Select Board, Finance Directors and Finance Committee members of each member town.
- 2. The School Committee shall convene two meetings during the budget process, including an initial meeting in November; and an additional meeting in March, prior to the School Committee's vote on the proposed budget. The membership of each town's Select Board and Finance Committee shall be invited to each of these two budget meetings. Additionally, upon request of the Finance Committee and/or the Select Board of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Select Board for the purpose of discussing the proposed budget.
- 3. The proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all three towns. Said hearing shall be held at least ten (10) days prior to final adoption of the proposed budget. ~~Upon request of the Finance Committee and/or the Board of~~

~~Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget.~~ Said proposed budget shall be submitted in the template approved by the School Committee, itemized at least as follows: central administration; expenses of instruction; transportation; operation of school plant; maintenance of school plant; and outlay, debt and interest charges; all non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five years shall be included. The Chair of any member Select Board ~~of Selectmen~~ or Finance Committee may request further information.

4. No later than 45 days prior to the date of the earliest member Annual Town Meeting, the Regional District School Committee shall adopt by a two-thirds vote of all its members a budget with such changes as may have resulted from conferences and an open hearing. This budget shall be presented in ~~two~~ four parts as outlined in ~~the attached template (Exhibit A)~~ Section VI(A) of this agreement. No later than 30 days from the date of the approval vote, but within 10 days if possible, the Treasurer of the District shall certify to the Treasurer of each member town its assessed share of such budget.
5. The budget and assessment shall be so constructed as to show debt service, capital, ~~and~~ and operating and stabilization costs. It shall also list all general fund revenue used to reduce member assessments as described in VII. A. This budget should also identify the costs of any programs not uniformly offered at all District elementary schools.
6. Budget approval will be in accordance with M.G.L. Chapter 71, Section 16B.
7. If, in the opinion of the Select Board ~~of Selectmen~~ and/or Finance Committee of any of the towns, the Regional School District budget will not fit the budgetary capabilities of their town, they can request of the Regional District School Committee a special meeting with the Advisory Committee to discuss the budget.

This meeting shall be called within seven (7) days of the presentation of the budget to the member towns.

~~The meeting shall be attended by six members of the Regional District School Committee (two members from each member town), as well as two representatives of the Board of Selectmen and two representatives of the Finance Committee from each member town.~~

The purpose of this meeting will be to discuss the ability of the town or towns to meet the financial obligation brought forth by their assessment of the submitted Regional School District budget.

Following the meeting, the Advisory Committee may ~~The charge of this group will be to~~ recommend to the Regional District School Committee a reduced budget that least affects the educational integrity of the District and meets the financial capabilities of the town(s).

8. If a member town fails to hold a meeting within forty-five (45) days from the date on which an amended assessment was adopted by the Regional District School Committee, the member town shall be deemed to have voted affirmatively regardless of whether the town had previously approved an amount equal to or greater than the revised assessment. No action by the town constitutes approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

III. ADJOURN

1. Motion to adjourn at 8:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams



Agenda Item
Merrimac Select Board
11/26/24

**Discussion with the Merrimac Select Board and West Newbury Select Board Concerning
Amendments to the Pentucket Regional School District Regional Agreement. Votes Will be Taken.**

Subject:

Attachments:

2024-11-26 Select Board Meeting Agenda



TOWN OF GROVELAND SELECT BOARD Meeting Agenda

2.1.a

Date: TUESDAY, November 26, 2024
Time of Meeting: 7:00 PM
Location: Pentucket Regional Middle High School
Room 2028-1 Media Center
24 Main Street
West Newbury, MA 01985

CALL MEETING TO ORDER AT 7:00 P.M.

Pentucket Regional School District Regional Agreement Discussion: Discussion with the Merrimac Select Board and West Newbury Select Board concerning amendments to the Pentucket Regional School District Regional Agreement. Votes will be taken.

ADJOURNMENT

Attachment: 2024-11-26 Select Board Meeting Agenda (Discussion Concerning Amendments to the PRSD Regional Agreement)



Agenda Item
Merrimac Select Board
11/26/24

PRSD Regional Agreement Review Draft

Subject:

Attachments:

PRSD Regional Agreement - REVIEW DRAFT 11-18-24

PENTUCKET REGIONAL SCHOOL DISTRICT
REGIONAL AGREEMENT

PreK-12 REGIONAL AGREEMENT OF APRIL 30, 1993
AS AMENDED JULY 1, 1997, JULY 1, 1998, JULY 1, 1999, JULY 1, 2005,
JULY 1, 2006, JULY 1, 2012, JULY 1, 2014, AND JULY 1, 2019

For a Regional School District for the Towns of Groveland, Merrimac, and West Newbury, towns in the Commonwealth of Massachusetts hereinafter referred to as member towns.

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. The Regional District School Committee shall consist of nine members, three from each member town, who shall be elected by the voters of that town. Each member so elected shall serve a three year term. In the event that a town or towns separate from the Regional School District at the elementary level as stated in Section X, the three (3) elected members from said town or towns shall constitute the elementary school committee as well as represent their town at the regional level.
- B. Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Select Board of ~~Selectmen~~ and the remaining School Committee members from the town where the vacancy occurs. Such replacement shall serve until the next annual town election.
- C. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Regional District School Committee shall fix the time and place for its regular meetings for the new term, provide for the calling of special meetings upon notice to all its members, and appoint appropriate sub-committees and other officers.
- D. The Chairmanship, Vice Chairmanship and Secretary positions shall be revolving with one position being from each town. No Town shall hold more than one office.

Section II. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business at regular meetings shall consist of a simple majority of its members and special meetings shall require not less than two members from each of the towns.
- B. On all issues requiring a vote of the Regional District School Committee, each member's vote will be weighted according to the respective town's population based on the most recent decennial Federal census data, calculated out to two decimal places, and remain as such until the next official Federal census.

Language suggested for addition shown as double-underlined.

Language suggested for deletion shown in ~~strikethrough~~.

Highlighted text – input from different towns is different, so needs discussion

- C. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town shall require that two of the three members of the Regional District School Committee from the town in which the affected elementary school is located vote in support of that action. In order, however, for a school to be closed in any member town where there is more than one elementary school, all three committee members from the affected town are required to vote in favor of the proposed closure after a public hearing is held in the affected town.

Section III. TYPE OF SCHOOL

- A. The Regional School District shall include all grades from PK – 12.
- B. The secondary schools shall serve students in grades 6 or 7 – 12.
- C. The elementary schools shall serve students in grades PK – 5 or 6.
- D. In the agreement where “preschool” is mentioned it is done so for future purposes to permit the Regional District School Committee with the approval of all member towns at their respective Town Meetings, at some future date, to include preschool classes. Until such time all preschool expenses shall be on a self supporting basis, except those excluded by law.

Section IV. LOCATION OF SCHOOLS

- A. The Regional District secondary school buildings shall be located on sites owned by the District.
- B. **There shall be not less than one elementary school in each member town.** Students in grades PK – 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional “magnet” classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District “Contingency Plan” as approved by the Pentucket Regional School Committee, and as may be amended from time to time.
- EITHER / OR**
- B. There may ~~shall~~ be ~~not less than~~ one or more elementary school in each member town, provided, however, that the towns may decide to share or consolidate elementary schools in the future. Unless and until any such consolidation, ~~students~~ students in grades PK – 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional “magnet” classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District “Contingency Plan” as approved by the Pentucket Regional School Committee, and as may be amended from time to time.

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- C. Each member town shall retain ownership of all elementary school buildings and related grounds, including any new elementary school buildings constructed in the future. Each member town shall lease each elementary school building and related grounds to the Pentucket Regional School District for the sum of one dollar. Each lease shall be for a term not greater than the term permitted by either general or special State law. The initial term of each lease shall commence on the date that the Regional District School Committee assumes jurisdiction over the pupils in grades PK-12 or as otherwise provided in such lease. Each lease may contain provisions for an extension of the lease term at the option of the Regional District School Committee. Responsibilities for maintenance of elementary school buildings shall be uniform across all District elementary school leases. A lease shall not prevent the use of the elementary school buildings or premises by the respective owner towns with the approval of the School Committee, which shall not withhold such approval unless educationally necessary. If permitted by either general or special State law, a lease may provide that it shall terminate and the leased property shall revert to the member town if the town should no longer be a member of the Pentucket Regional School District or if the Regional District School Committee should determine that the land, with the building and other improvements thereon, is no longer needed for the educational program of the District. Each lease may include such other terms as may be agreed upon by the Select Board of Selectmen of a member town and the Regional District School Committee. A lease shall be executed by the Select Board of Selectmen on behalf of the member town and the Regional District School Committee on behalf of the District.
- D. Said requirements to lease land and buildings shall not include portions of land and buildings already under separate lease at the time of the effective date of this agreement until such time as the existing lease terms expire.
- E. Payments from present leases and future leases shall be paid to the Regional School District in accordance with the lease agreement by and between the District and the Town.
- F. When necessary to implement due to an emergency as described in Section IV (B), the Pentucket Regional School District "Contingency Plan" will be in place for not more than one year, or until all towns have convened a special town meeting for the purpose of reviewing any amendments as may be proposed to the Regional Agreement, whichever comes first.

Section V. TRANSPORTATION

Transportation shall be provided by the Regional School District. The Regional District School Committee shall set District transportation policy.

Section VI. DEFINITIONS

The budget for construction and operation of the District's Schools including payments of principal and interest on bonds and other evidence of indebtedness

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issued by the District shall be apportioned to the member towns subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of dollars voted by the Regional District School Committee to finance the District schools to be paid from the general revenues of the Regional School District.

The budget shall be comprised of ~~two~~ four parts: ~~operating costs and~~ debt service, ~~capital costs, and~~ operating costs and, stabilization each as herein defined.

- ~~1. DEBT SERVICE and CAPITAL COSTS include all costs that are used for payment of principal and interest on bonds or other obligations issued by the District. Capital projects shall be defined as costing not less than \$20,000 \$10,000 and having a depreciable life of not less than 5 years.~~
- ~~2. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.~~
1. DEBT SERVICE includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District.
2. CAPITAL COSTS shall be defined as costing not less than \$20,000 and having a depreciable life of not less than 5 years.
3. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.
4. STABILIZATION COSTS include all Excess and Deficiency and other funds that are transferred to the PRSD Stabilization fund in the proposed budget. The budget should also include the current balance in the PRSD Stabilization fund and the projected new balance with the addition of funds identified in the budget.

Section VII. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

A. All operating costs shall be assessed to the three towns on the basis of M.G.L. Chapter 71, Section 16B.

1. The district assessment will be calculated and reported to the member towns by using the two – step method. The District shall list all general fund revenues, including but not limited to Chapter 70, Excess & Deficiency, Circuit Breaker and Transportation Aid, and reduce the member assessment as it relates to the approved operating budget by said amount. The remaining

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member assessments shall be calculated by charging each member Town its net minimum spending amount as approved by the Department of Elementary and Secondary Education for the Fiscal Year being assessed. Should the requested member assessments exceed the net minimum spending required then the remaining amount shall be charged to each member Town based upon its percentage of the entire District enrollment calculated to 4 decimal places as of October 1 of the prior Fiscal Year ~~for grades K to 12~~, as calculated by the Department of Elementary and Secondary Education using pupil-specific data submitted by the PRSD through the Student Information Management System (SIMS) and defined as the Foundation Enrollment, including out of District placements, as reported to the Massachusetts Department of Elementary and Secondary Education on the statewide pupil census. All Debt Service and Capital Costs not associated directly to one member community's Elementary School(s) shall be allocated and assessed annually using the calculation stated above for any amount over the net minimum spending requirement.

2. Should all member Towns agree on an alternative method of assessment the District shall be notified in writing by each member community's Select Board of Selectmen Chair on the agreed procedure on or before March 1 of the year prior to the Fiscal year budget start date. If the per pupil method of assessment is chosen then the calculation shall be the same as the amount over net minimum spending stated in Part 1 of this section.
- B. Debt Service, incurred by the District for an elementary school building of a member town, less applicable Chapter 70B MSBA aid, shall be assessed to the member town in which the elementary school is located.
- C. The payment of the assessed share of operating costs and debt service by each member town, as computed by the Regional District School Committee according to the methods specified in Sections VI, and VII, shall be made by each member town's Treasurer by check payable to the Regional School District in twelve equal installments by the fifteenth of each month.

Section VIII. RESPONSIBILITY FOR ADDITIONS, MAJOR REPLACEMENTS AND MAINTENANCE OF SECONDARY AND ELEMENTARY SCHOOLS

- A. The District shall develop a 5 year capital plan for each building that will be provided to each member town, including any new or updated projects and cost estimates, each year by January ~~October~~ 15th. This plan shall include; item descriptions, estimated costs, and the projected depreciable life. Capital projects shall be defined as costing not less than \$10,000 \$20,000 and having a depreciable life of not less than 5 years. Capital projects shall be scheduled and approved by the member Town. Emergency repair procedures shall be defined by the member Town lease agreement.

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In addition, on or before January 15th of each year, the District shall provide the member towns with a maintenance plan for the following budget year for each of its buildings. The District shall include a line item in its budget to fully fund this plan. As part of its closeout of the fiscal year, on or around September 1st of each year, a year end maintenance report covering the preceding fiscal year shall be provided to the member towns identifying the cost of all maintenance performed.

- B. Each member town shall be responsible for payment of costs associated with the construction of new buildings, renovations, or making extraordinary repairs to the elementary school building/s located in that member town so long as they meet the requirements of a capital project as described in VIII A.
- C. The costs of on-going maintenance for those items not included in paragraph VIII B. for the elementary schools and all costs for the secondary schools shall be borne by the Regional School District.

Section IX. ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted by each member town in accordance with Section XIV and complying with the provision therein contained, any other town or towns may be admitted to the Regional School District upon adoption as herein provided

of such amendment and upon acceptance of the agreement as so amended, and also upon compliance with the provision of law as may be applicable and such terms as may be set forth in such amendment.

A new member may be admitted to the Regional School 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. The authorizing votes may provide for the deferral of said admission until July 1 of a subsequent fiscal year.

Section X. WITHDRAWAL OF MEMBER TOWNS FROM THE REGIONAL SCHOOL DISTRICT

- A. Any town withdrawing from the District must first pay all its share of total debt and current operating expenses. All withdrawals are subject to the approval of the Commissioner of Elementary and Secondary Education and must be approved by two thirds of the member Towns.

Any member town may withdraw from the regional school district in total or at the elementary level if accepted by a majority vote of the voters present and voting on the question at its Annual Town meeting called for the purpose, such withdrawal to become effective on June 30th of the year named in the question, provided: (1) that in pursuance of such vote, the withdrawing town gives the regional school district at least one years' written notice of its intention to withdraw, (2) that the said town has paid over to the District any costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town.

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Section XI. ANNUAL REPORT

- A. The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the secondary schools and each elementary school as may be deemed necessary by the Regional District Committee or by the Select Board ~~Selectmen~~ and/or the Finance Committee of any member town. This report shall contain a detailed listing of salaries by individual employee.

Section XII. REGIONAL FINANCE ADVISORY COMMITTEE BUDGET

There shall be a Regional Finance Advisory Committee ("Advisory Committee"), comprised of the following: one Select Board member from each member town annually appointed by each member town Select Board; the Finance Director, or person holding such position by whichever title it may be known, from each member town; one Finance Committee member from each member town annually appointed by each member town Finance Committee; the Regional District School Committee Chair, or his/her designee; and the District Superintendent and/or Business Manager. The Regional Advisory Committee will meet, from time to time, with the Regional District School Committee Chair, the Superintendent and/or Business Manager to discuss matters that may impact the District and/or the towns, including budget calendars and timelines, content and detail of budgets, revenue estimates and other revenue matters, capital budget items and use of Excess and Deficiency funds. The chairmanship of the Advisory Committee shall rotate annually among the designated Select Board members from each of the towns. The Committee shall prepare reports to be read into the School Committee minutes.

Section XIII. BUDGET

- A. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
1. The budget process shall be initiated annually in or before December and shall provide an opportunity for the ~~Selectmen~~ Select Board and Finance Committee of each member town to have input into its preparation. The Regional District School Committee shall complete its proposed budget for the ensuing year, and said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the ~~Selectmen~~ Select Board, Finance Directors and Finance Committee members of each member town.
 2. The School Committee shall convene two meetings during the budget process, including an initial meeting in November; and an additional meeting in March.

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prior to the School Committee's vote on the proposed budget. The membership of each town's Select Board and Finance Committee shall be invited to each of these two budget meetings. Additionally, upon request of the Finance Committee and/or the Select Board of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Select Board for the purpose of discussing the proposed budget.

3. The proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all three towns. Said hearing shall be held at least ten (10) days prior to final adoption of the proposed budget. ~~Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget.~~ Said proposed budget shall be submitted in the template approved by the School Committee, itemized at least as follows: central administration; expenses of instruction; transportation; operation of school plant; maintenance of school plant; and outlay, debt and interest charges; all non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five years shall be included. The Chair of any member Select Board of Selectmen or Finance Committee may request further information.
4. No later than 45 days prior to the date of the earliest member Annual Town Meeting, the Regional District School Committee shall adopt by a two-thirds vote of all its members a budget with such changes as may have resulted from conferences and an open hearing. This budget shall be presented in ~~two~~ four parts as outlined in ~~the attached template (Exhibit A)~~ Section VI(A) of this agreement. No later than 30 days from the date of the approval vote, but within 10 days if possible, the Treasurer of the District shall certify to the Treasurer of each member town its assessed share of such budget.
5. The budget and assessment shall be so constructed as to show debt service, capital, ~~and~~ operating and stabilization costs. It shall also list all general fund revenue used to reduce member assessments as described in VII. A. This budget should also identify the costs of any programs not uniformly offered at all District elementary schools.
6. Budget approval will be in accordance with M.G.L. Chapter 71, Section 16B.
7. If, in the opinion of the Select Board of Selectmen and/or Finance Committee of any of the towns, the Regional School District budget will not fit the budgetary capabilities of their town, they can request of the Regional District School Committee a special meeting with the Advisory Committee to discuss the budget.

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This meeting shall be called within seven (7) days of the presentation of the budget to the member towns.

~~The meeting shall be attended by six members of the Regional District School Committee (two members from each member town), as well as two representatives of the Board of Selectmen and two representatives of the Finance Committee from each member town.~~

The purpose of this meeting will be to discuss the ability of the town or towns to meet the financial obligation brought forth by their assessment of the submitted Regional School District budget.

Following the meeting, the Advisory Committee may ~~The charge of this group will be to~~ recommend to the Regional District School Committee a reduced budget that least affects the educational integrity of the District and meets the financial capabilities of the town(s).

8. If a member town fails to hold a meeting within forty-five (45) days from the date on which an amended assessment was adopted by the Regional District School Committee, the member town shall be deemed to have voted affirmatively regardless of whether the town had previously approved an amount equal to or greater than the revised assessment. No action by the town constitutes approval.

Section ~~XIII~~ XIV. INCURRING OF DEBT

- A. The Regional District School Committee shall have authority to develop plans for District schools. According to Chapter 71, S.16d. the Regional District School Committee shall not incur any debt for the school until the expiration of sixty (60) days from the date said debt is authorized by the Regional District School Committee. Prior to the expiration of said period each member town will be notified of the intent to incur debt. Each member town which would bear a financial responsibility for the debt through the assessment of all or a portion of the principal and interest on such debt shall hold a Town Meeting for the purpose of expressing approval or disapproval of the amount of debt authorized by the Regional District School Committee by a majority of voters present and voting on the question. If the debt is disapproved by any member town, the debt shall not be incurred, and the Regional District School Committee shall then prepare an alternative proposal and a new or revised authorization to incur debt. The only exception to the restrictions in this paragraph shall be the incurring of debt in anticipation of revenues.
- B. In the event that a member town should determine, prior to the issuance by the District of long term indebtedness to finance a Capital Cost, to make an upfront cash contribution to pay all of its allocable share of such Capital Cost, then the total borrowing authorized to pay costs of such Capital Cost shall be reduced by the amount of such upfront cash contribution. A member town's share of Capital

Language suggested for addition shown as double-underlined.

Language suggested for deletion shown in ~~strikethrough~~.

Highlighted text – input from different towns is different, so needs discussion

Costs for purposes of this section shall be determined in the same manner as used in determining the allocation of Capital Costs for the fiscal year in which the District's borrowing for a particular Capital Cost is authorized.

When a member town has paid its entire share of such Capital Cost, then such member town shall not be assessed for any portion of Debt Service incurred by the District to finance the balance of such Capital Cost. Then, notwithstanding the provisions of Section VII(A) to the contrary, Debt Service on the amount to be borrowed shall be assessed upon the member town or towns that did not determine to make an upfront cash contribution on account of such Capital Cost, as if the District's total enrollment consisted solely of the students from the noncontributing town or towns.

Any upfront cash contribution on account of a Capital Cost shall be paid to the District prior to the issuance of long term bonds by the District to finance such capital cost.

Section ~~XIV~~ XV. AMENDMENTS

- A. Amendments to the agreement must receive a majority vote of approval by each member town at a Town Meeting. Amendments may be initiated by the Regional District School Committee or by the Select Board of ~~Selectmen~~ of any one of the member towns.
- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding or the rights of the District to procure the means for payment thereof.
- C. This agreement shall be reviewed every three years by a group comprised of the Chief Financial Officer of each town (or person holding such position by whichever title it may be known), the PRSD Business Manager, and the PRSD Superintendent, who will jointly make recommendations for changes to the member Town's Select Board of ~~Selectmen~~. Each town's Chief Financial Officer shall participate on behalf of their respective Select Board of ~~Selectmen~~, and shall be responsible to keep their Board apprised of communications and related meetings, and to provide their respective Board regular opportunities to initiate any potential amendments to this agreement or respond to any amendments as may be initiated by others. At any time, the Towns may also appoint a task force to review the Regional Agreement. This task force will be made up of a member from each Town's Select Board of ~~Selectmen~~, the member town's Finance Directors, the Chairman of the School Committee, the Superintendent and a citizen from each member town.
- D. All amendments are subject to the approval of the Commissioner of Elementary and Secondary Education.

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Section ~~XV~~ XVI. SEVERABILITY OF SECTIONS

According to Chapter 71.S.16L., in the event that any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

Approval Signatures

 Chair, Groveland Select Board of ~~Selectmen~~
 Duly authorized

 Date

 Chair, Merrimac Select Board of ~~Selectmen~~
 Duly authorized

 Date

 Chair, West Newbury Select Board of ~~Selectmen~~
 Duly authorized

 Date

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