

7/31/91

AMENDED AGREEMENT

BETWEEN THE TOWNS OF WHITMAN AND HANSON, MASSACHUSETTS
WITH RESPECT TO THE EXPANSION OF THE REGIONAL SCHOOL DISTRICT

The AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Whitman and Hanson, hereinafter referred to as member towns, is hereby amended, effective July 1, 1992, in its entirety to read as hereinafter set forth. In consideration of the mutual promises herein contained, IT IS HEREBY AGREED as follows:

SECTION I - THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Powers, Duties and Composition

- (1) The powers and duties of the District shall be vested in and exercised by a regional school district committee hereinafter referred to as the Committee. The permanent Committee shall consist of ten members, six members from Whitman and four members from Hanson.
- (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 Sections 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.
- (4) At the first regular meeting of the Committee following the 1992 District election and thereafter at the first regular meeting to be held after each District election, the Committee shall organize and choose by ballot a chairperson and a vice chairperson from its own membership. At the same meeting, or at any other meeting, the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee; fix the time and place for its regular meetings, and provide for the calling of special District meetings. The chairperson will appoint members to serve on subcommittees annually.

B. Interim Committee

Before July 1, 1992, an Interim Committee shall be established and shall serve as the Committee. The Interim Committee shall consist of the members of the Whitman-Hanson Regional School Committee, the local school committees of the Towns of Whitman and Hanson whose terms do not end in 1992.

There will be fifteen (15) members on the Committee for 1992-93: nine (9) from Whitman and six (6) from Hanson. There will be fifteen members (15) for 1993-94: nine (9) from Whitman and six (6) from Hanson. Thereafter, there will be ten (10) members: six (6) from Whitman and four (4) from Hanson.

All members of the Interim Committee shall serve until their successors are elected or their terms expired and qualified as provided in subsection I-C.

C. Elected Members

The following schedule for elections specifies the number of persons elected during the transition:

INTERIM SCHOOL COMMITTEE						
	<u>Town</u>	<u>Elected</u>	<u>High School</u>	<u>Elected K-12</u>	<u>Carryover</u>	<u>Total</u>
May '91	Whitman	7	4	0		11
	Hanson	5	3	0		8
		<u>12</u>	<u>7</u>	<u>0</u>		<u>19</u>
May '92	Whitman	5	4	0		9
to	Hanson	3	1	2		6
May '93		<u>8</u>	<u>5</u>	<u>2</u>		<u>15</u>
May '93	Whitman	2	1	6	0	9
to	Hanson	2	1	1	2	6
May '94		<u>4</u>	<u>2</u>	<u>7</u>	<u>2</u>	<u>15</u>
May '94	Whitman	0	0	2	4	6
to	Hanson	0	0	1	3	4
May '95		<u>0</u>	<u>0</u>	<u>3</u>	<u>7</u>	<u>10</u>

All members elected to the Pre-Kindergarten-12 Regional School Committee will be for a three (3) year term.

At the first annual town election next following the approval of this amended Agreement, elementary School Committee members whose terms expire in the Spring of 1992 will be eligible to run for election to the Regional Committee if seats are available. In May, 1993, the six positions from Whitman will be filled in the following manner: the two highest vote getters will serve for three years, '93-96; the middle two vote getters will serve for two years, '93-95; and the two lowest vote getters will serve for one year, '93-94. In this way, there will be two school committee positions available each year thereafter. At the expiration of the term of office of an elected member or members, the member towns concerned shall at its annual town elections elect its members to serve for a term of three years and until his or her successor is elected and qualified. Beginning in May, 1994, the Regional School Committee will have ten (10) members, six (6) from Whitman and four (4) from Hanson.

GOVERNING PRINCIPLE

In accordance with "one man, one vote", committee members will be elected by voters in member communities with each community's representation apportioned according to population. Representation will be adjusted every five years beginning in 1995.

D. Vacancies

If a vacancy occurs among the members elected under subsections I-B and I-C, acting jointly, the Selectmen and the remaining Committee members from the town concerned shall within thirty (30) days appoint a member to serve until the next election, at which time a successor shall be elected to serve for the balance of the unexpired term, if any.

E. Organization

Promptly upon the appointment and qualification of the initial members and annually thereafter upon the election or appointment and qualification of successors, the Committee shall organize and choose by ballot a Chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

SECTION II - TYPE OF REGIONAL SCHOOL DISTRICT

The Regional School District shall include the elementary grades Pre-kindergarten through eight and a senior high school consisting of grades nine through twelve. The Committee shall have the right to establish adult evening education courses. 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 Chapter 74 of the General Laws and Acts amendatory thereof, in addition thereto or dependent thereon and any other special educational classes in accordance with the provision of the General Laws and Acts amendatory thereof, in addition thereto or dependent thereon.

SECTION III - LOCATION OF THE REGIONAL DISTRICT SCHOOLS

A. Regional School District

Pupils in grades nine through twelve shall attend the Regional District High School located within the District off Franklin Street in the Town of Hanson, the present Whitman-Hanson Regional High School. Pupils in grades Pre-kindergarten through eight shall attend schools located in their towns of residence except (i) pupils in special education classes who shall attend schools as designated by the Committee and (ii) pupils enrolled in specialized educational programs on the recommendation of the Superintendent of Schools and by vote of the Committee.

In addition, if a school described in subsection III-B should become unusable because of damage or other cause, the Committee may vote to use a school in the other town on a temporary emergency basis until facilities become available in the town of residence of the pupils. Parents desiring special placement in a school other than the town of residence may request approval from the Superintendent and the School Committee.

B. Lease of the Present Schools

The Town of Whitman and the Town of Hanson are each hereby authorized to lease to the Regional School District the buildings, facilities, grounds, equipment, and educational materials presently used by the member towns for school purposes as hereinafter listed. Each lease shall be for a term of twenty (20) years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in all grades of the District.

The leases may contain provisions for extension in accordance with provisions under Section 14C of Chapter 71 of the General Laws as amended. The Town of Whitman and the Town of Hanson shall receive no rental for the leases. The leases shall contain provisions authorizing the District to repair and make minor improvements or alterations to the buildings or any part thereof. The District shall pay all expenses of maintaining and operating the buildings and keeping them in good repair during the terms of the leases. The Committee shall also be authorized to make major improvements, alterations, additions or capital expenditures to town-owned schools, but only after notification of the appropriate member town's Board of Selectmen and after approval at a town meeting of that member town. Capital improvements for elementary buildings in either town must be approved by the voters of said town. Capital improvements will be submitted to the Selectmen in the form of an Article. Approved Articles will not be part of the Regional School Budget. Nothing contained in the leases shall prevent the Committee from permitting the use of the buildings or premises by the Town of Whitman or the Town of Hanson.

Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee, who shall execute the lease for the member town and the Regional School District respectively.

The Regional School District shall insure at its expense the buildings so leased. Details of such insurance shall be determined by the Committee after consultation with selectmen of the town owning the buildings.

Pursuant to the foregoing provisions, the Town of Hanson is authorized to lease to the Regional School District the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Maquan Elementary School
Hanson, Mass.
2. Indian Head School
Hanson, Mass.

Pursuant to the foregoing provisions, the Town of Whitman is hereby authorized to lease to the Regional School District the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Conley School
Whitman, Mass.
2. Frank E. Holt School
Whitman, Mass.
3. Regal Street School
Whitman, Mass.
4. Whitman Middle School
Whitman, Mass.
5. Park Ave. School
Whitman, Mass.
6. Corthell Building
Whitman, Mass.

C. Termination of Leases

In the event of the withdrawal of a member town from the District, the leases mentioned in subsection III-B shall be terminated at the time of such withdrawal.

SECTION IV - APPORTIONMENT AND PAYMENT OF COSTS
INCURRED BY THE DISTRICTA. Classification of Costs

The Regional School District has the authority to make capital and operating expenditures and to levy assessments against the member towns for capital and operating costs.

For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: Capital Costs and Operating Costs. Each assessment, capital and operating, shall be a separate levy by the District to be voted on by the member towns.

B. Capital Costs

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

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As relates to the elementary schools in each town, Capital costs shall include but not be limited to such items of expense described above as exceed five thousand dollars (\$5,000.00).

C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV-B, but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

(1) Whitman-Hanson Regional High School

Capital costs related to the Regional High School shall be apportioned to the member towns annually in February for the ensuing fiscal year on the basis of their respective pupil enrollment in the regional high school. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in the regional high school on October 1st of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns in the regional high school district on the same date. In the event that enrollment in the regional high school has not been accomplished by October 1st of any year, capital costs shall be apportioned on the basis of the number of pupils in grades nine through twelve residing in each member town of October 1st of that year and receiving education at such town's expense.

(2) Elementary Schools

Each member town shall be responsible for paying the capital costs (as detailed in subsection IVB above for its respective elementary school.

An article will be presented to the Selectmen's Office of the town for which capital improvements are requested. Approval of the voters will be required in order for the work to proceed.

E. Apportionment of Operating Costs

(1) Whitman-Hanson Regional School District Pre-Kindergarten-12

Operating costs for the first fiscal year next following the establishment of the regional school district and for every year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school district.

Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in the regional district on October 1 of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns in the regional district school on the same date. In the event that enrollment in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of the number of pupils in grades Pre-kindergarten through twelve residing in each member town on October 1 of that year and receiving education at such town's expense.

(2) Special Operating Costs

Special operating costs include costs unique to a particular town for maintaining programs or services. These costs will be borne by the particular town.

F. Times of Payments of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection X-C, of the Capital and Operating Costs. The annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

August 1	25%
November 1	25%
February 1	25%
April 1	25%

SECTION V - TRANSPORTATION

School Transportation shall be provided by the Regional School District and the cost thereof shall be apportioned to the member towns as an operating cost. The Regional School Committee shall determine on an annual basis whether or not non-mandated busing will be paid for by the Regional School District. If the Regional Committee decides not to provide non-mandated busing, an Article will be presented to the Selectmen's Office of each town for approval by the voters.

SECTION VI - AMENDMENTS

A. Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

B. Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VIII), may be initiated by vote of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof.

Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid. The defeat of such proposal shall prevent the resubmission of the same or similar proposal for a period of one year.

SECTION VII - ADMISSION OF ADDITIONAL TOWNS

By an amendment of this Agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION VIII - WITHDRAWAL

A. Limitation

The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such 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 year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, 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 which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

B. Procedure

The Clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection VI-A. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

C. Apportionment of Capital Costs After Withdrawal

The withdrawing 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 town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection IV-D or as may be otherwise provided in the amendment providing for such withdrawal.

C. Cessation of Terms 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.

E. Payments of Certain Capital Costs Made by a Withdrawing Town

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 with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

SECTION IX - WITHDRAWAL OF ELEMENTARY GRADES PRE-KINDERGARTEN-8

A. Vote Required

Both of the member towns of the District shall resume jurisdiction over the education of pupils in grades Pre-Kindergarten through eight, inclusive, residing in their respective towns if any member town, by vote at an annual or special town meeting, votes to resume jurisdiction over the education of pupils in grades Pre-kindergarten through eight, inclusive, residing in such town and follows the procedure hereinafter set forth.

B. Effective Date

The member towns of the District may resume such jurisdiction on July 1, 1995 and on any July 1 thereafter. A 2/3's vote in either town, at a regular or special town meeting, is required for withdrawal. Any such vote by a member town to resume jurisdiction over the pupils in grades Pre-kindergarten through eight shall take effect commencing with the fiscal year next following the first full fiscal year after the vote to resume such jurisdiction had been taken. At its annual town election held next following such vote each member town shall elect a school committee to make preparations for the resumption of jurisdiction over the pupils in grades Pre-kindergarten through eight.

C. Notification

The Clerk of a member town which has voted to resume such jurisdiction shall notify the Committee and the Board of Selectmen of every other member town in writing that such town has so voted, enclosing a certified copy of such vote. Upon the giving of such notice, the action of such town shall be binding and conclusive on it and the District, unless all the member towns shall vote to modify or rescind such action. Commencing with the effective date of the resumption of such jurisdiction, such town and every other member town of the District shall assume sole jurisdiction over the education of pupils in grades Pre-kindergarten through eight, inclusive, residing in their respective towns, whereupon this Agreement shall be deemed automatically to be amended to provide that, as of said date, the Committee shall have no further obligation to provide such education.

The District shall thereupon revert to and include only grades nine through twelve, inclusive, and all provisions of this Agreement referring to grades Pre-kindergarten through twelve, inclusive, shall also be deemed automatically to be amended to refer to grades nine through twelve, inclusive.

D. Apportionment of Capital Costs after Withdrawal

Upon the effective date of resumption by the member towns of jurisdiction over the pupils in grades Pre-kindergarten through eight, each member town shall assume and be responsible for the payment of all principal and interest on obligations issued by the District for capital costs of schools for grades Pre-kindergarten through eight located in that town.

Section X - Budget

A. Initial Budget

Upon approval of this amended Agreement to include grades Pre-kindergarten through eight, the budget for the fiscal year beginning July 1, 1992, shall include the Regional School District budget approved for the fiscal year beginning July 1, 1992, plus the budgets approved in each member town for elementary grades Pre-kindergarten through eight, for the fiscal year beginning July 1, 1992. Each member town shall pay to the Regional School District the assessment for the Regional High School and the funds appropriated by the town, including all funds budgeted for school employee benefits and school expenses, such as building insurance, for elementary grades Pre-kindergarten through eight. These funds shall be paid to the Regional School District in payments as set forth in Section IV-F.

B. Tentative Capital and Operating Budget

Thereafter on or before January 15 in each year, the Committee shall annually prepare a tentative capital and operating budget and estimated assessments for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses or such other classifications as may be necessary:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Service
9. Programs with other Districts

Copies of such tentative budget shall be mailed to the Chairman of the Finance Committee of each member town, or if there is no Finance Committee in a member town, to the Chairman of the Board of Selectmen of such town.

C. Final Capital and Operating Budget

The Committee shall in each year on or before the date specified by law, February 15, but in no event later than the commencement of the first annual town meeting in a member town, adopt an annual capital and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV-D and IV-E. The amounts so apportioned for each member town shall, not later than the date specified by law in each fiscal year preceding the fiscal year to which said budget relates, be certified by the District Treasurer to the Treasurers of the member towns, and each town shall appropriate the amounts so certified to it. If the Committee votes to increase the Regional School District budget after the assessments have been appropriated by the member towns, the Committee shall notify the Board of Selectmen in each member town within seven (7) days. No increase in the budget shall be effective until the expiration of forty-five (45) days after such notification during which time the Board of Selectmen of any member town may call and hold a town meeting for the purpose of expressing disapproval of the increase in the Regional School District budget, and if at such meeting a majority of the voters present and voting thereon express disapproval of the budget increase, such increase in the budget shall not be effective and the Committee may prepare another proposal for a budget increase.

SECTION XI - INCURRING OF DEBT OR CAPITAL EXPENSE

Not later than seven (7) days after the date on which the Committee authorizes the incurring of debt or the incurring of a capital cost as defined in the first sentence of subsection IV-B, 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 or capital cost, shall be given to the Board of Selectmen of each member town.

SECTION XII - TUITION STUDENTS

The Committee may accept for enrollment in the Regional District Schools pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the Regional School District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under subsection IV-E to the member towns.

SECTION XIII - EMPLOYMENT OF PERSONNEL
AND EXTENSION OF TENURE

The provisions of Chapter 71, S.42B relating to school personnel granted certificates in accordance with section thirty-eight G shall apply to all such school personnel employed by the regional school district. Any such school personnel serving at the discretion of a school committee in a town or district, excepting the superintendent of schools, whose position is superseded by reason of the establishment and operation of a regional school district shall be elected by the regional school district committee to serve at its discretion.

All such school personnel employed by the regional school district committee shall initially be placed on the salary schedule of the regional school district committee so that the compensation to be paid for school personnel shall not be less than the compensation received by such school personnel while previously serving at the discretion of the local school committee. Such school personnel shall also be given credit by the regional school district committee for all accumulated sick leave and accumulated sabbatical leave years of service while serving at the discretion of the local school committee and for terminal compensation due such school personnel on the termination of such service.

SECTION XIV - JURISDICTION

(A) The approval of this amended Agreement shall not affect the obligation of the member towns to provide education in grades Pre-kindergarten through eight until such time as the Committee shall assume jurisdiction over education of the pupils in grades Pre-kindergarten through eight (July 1, 1992).

(B) The provisions of this amended Agreement shall become fully effective as of July 1, 1992, if prior approval is given at duly called town meetings by the Towns of Whitman and Hanson, and as of July 1, 1992, all pupils attending public schools in the member towns of the District shall be under the jurisdiction of the Committee.

SECTION XV - ADVISORY COUNCIL ON EDUCATION

The Regional School Committee shall establish Advisory Councils on an as-needed basis.

SECTION XVI - TRANSITION

(A) The approval of this amended agreement shall not affect the obligation of the member towns to provide education in grades Pre-kindergarten through eight until such time as the Committee shall assume jurisdiction over education of the pupils in grades Pre-kindergarten through eight.

SECTION XVII - TRANSITION TO REGIONAL SCHOOL DISTRICT JURISDICTION BY MEMBER TOWNS OVER GRADES PRE-KINDERGARTEN THROUGH GRADE EIGHT

This amended Agreement shall take full effect in accordance with its terms upon the affirmative votes of each member town at town meetings held in each such town and shall thereupon supersede the District Agreement executed as of April 15, 1959, as heretofore amended. The Regional District budget for the fiscal year commencing July 1, 1992, shall consist of the sum of the appropriations made by the member towns for support of the Regional District School, apportioned as provided in Section 4 of the Agreement in effect prior to the adoption of this amended agreement, and the appropriations made for elementary schools in the member towns for such fiscal years, including but not limited to all appropriations made for insurance and for school department employee benefits. All obligations under contracts and agreements binding upon the member towns with respect to schools for the grades Pre-kindergarten through eight shall be assumed and carried out by the Committee on and after July 1, 1992 to the extent that such obligations would remain in effect on July 1, 1992 and be paid from sums included in the District budget for the fiscal year commencing on that date.

IN WITNESS WHEREOF, this agreement has been executed, approved, and accepted as of _____ day of _____, 1992.

A Majority of the Regional District School Committee

Alfred J. Jones
Chairman
Lloyd E. Patruquin
Vice Chairman
Michael J. Laudman
Carl F. Kowalski

Joseph A. Scuderi
Dennis T. Cades
Christina Knight