# Agreement Between the Towns of Spencer and East Brookfield, Massachusetts With Respect to a Regional School District

This agreement entered into pursuant to Chapter 71 of the Massachusetts General Laws (MGL), as amended, between the towns of Spencer and East Brookfield, hereinafter sometimes referred to as member towns.

The name of the regional school District will be Spencer East Brookfield Regional School District, hereinafter referred to as the District. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

## SECTION I TYPE OF REGIONAL SCHOOL DISTRICT

The District schools shall be comprised of Pre-Kindergarten through grade twelve, inclusive. The District School Committee, hereinafter sometimes referred to as the Committee, is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of MGL, Chapter 74 and acts amendatory thereof, in addition thereto or dependent thereon.

# SECTION II THE REGIONAL DISTRICT SCHOOL COMMITTEE

# A. Composition

The powers and duties of the District shall be vested in and exercised by Committee. Except as hereinafter otherwise provided, the Committee shall consist of seven elected members, five from the Town of Spencer and two from the Town of East Brookfield.

All members shall serve until their respective successors are appointed or elected and qualified.

#### B. Members of the Committee

School committee members shall be elected at an annual District election.

All elections shall be a District-wide, at-large format by the entire eligible voting population of the member municipalities. The term of office for each elected member shall be three years and until his/her successor is elected and qualified.

Terms will be staggered and they will be arranged so that each year two seats or one seat will become vacant for Spencer and one seat or zero seats will become vacant for East Brookfield.

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Dated: April 1, 2019

# C. <u>Default Election Process – Election of a Committee at Biennial State Elections</u>

In the absence of special legislation to the contrary, Committee members shall be elected as set forth in this section. In addition, if after passage of special legislation, elections in the member towns are not held on the same day, the election process will permanently revert to the biennial State elections.

Beginning with the biennial state election immediately following the adoption of this agreement, members shall be elected in a manner consistent with the provisions of MGL, Chapter 71, Section 14 E (3), as follows: the Town of Spencer shall have five members; the Town of East Brookfield shall have two members.

Nominations for membership on the Committee shall be made in accordance with the procedures prescribed by MGL, Chapter 53, Section 6 and 122, and other applicable provisions of law.

The District clerk shall notify the state secretary by April 15 of the year of the biennial state election that the District elects members in District-wide election to be held at the biennial state elections (or if any vacancy is to be so filled) and also of his/her name and mailing address. (MGL, Chapter 71, Section 14(e))

In the event that the District utilizes biennial state elections, all members will be elected at the first election. The three persons from Spencer with the most votes will serve terms of four years, the two persons with the fourth and fifth most votes will serve terms of two years. The one person from East Brookfield with the most votes will serve terms of four years and the person with the second highest vote total will serve a term of two years. At the next biennial state election, all terms will be four years.

#### D. Vacancies

A vacancy occurs when a member of the Committee resigns, dies, or moves out of the member town from which they were elected.

If a vacancy occurs, the Committee will post the vacancy and request residents from the member town where the vacancy occurred to apply to the Board of Selectmen.

After a two-week application period, the Board of Selectmen and the remaining members of the Committee from the member town from whose membership the vacancy occurred, acting jointly, shall within thirty days meet, interview, and vote to appoint a member from a list of residents who applied. A quorum for that meeting is the majority of both the Board of Selectmen and the Committee members from that member town.

The successful candidate must get a majority of votes from the Board of Selectmen and Committee members (from that member town) present.

The appointed member will serve until the next election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

## E. Organization

At the first regular meeting of the Committee following the biennial state election or District wide election which a member or members of the Committee are elected, the Committee shall organize and choose, by vote, a Chairperson and a vice-Chairperson from its own membership. At the same meeting, or at any other meeting, the Committee shall:

- 1) appoint a treasurer, who may not be a member of the Committee;
- 2) appoint a secretary, who may be a member of the Committee;
- 3) choose such other officers as it deems advisable;
- determine the terms of office of its officers (except the Chairperson and vice-Chairperson who shall be elected annually as provided above);
- 5) prescribe the powers and duties of any of its officers;
- 6) fix the time and place for its regular meetings; and
- 7) specify the manner in which vacancies in the office of Chairperson and the offices under this subsection shall be filled

### F. Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law, and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of MGL, Chapter 71 and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

#### G. Quorum

The quorum for the transaction of business shall be a majority of the Committee, but a number less than the quorum may vote to adjourn. A positive vote must have at least a majority of Committee members legally participating unless otherwise provided by law or this agreement and voting in the affirmative.

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Dated: April 1, 2019

#### SECTION III. LOCATION AND LEASING OF SCHOOL FACILITIES

#### A. Location

Any new school facility constructed for the purpose of accommodating pupils primarily from a particular member town, shall be located in such town. Any new school facility constructed for the purpose of accommodating pupils in one or more grades from both member towns shall be located within the geographical limits of the District.

#### B. Leasing

The town of Spencer is hereby authorized to lease to the District, all the premises and buildings used for educational purposes. This includes:

Wire Village School (buildings and land)

The town of East Brookfield is hereby authorized to lease to the District all the premises and buildings used for educational purposes. This includes:

East Brookfield Elementary School (buildings and land)

Each of the leases authorized above shall be for a term not exceeding twenty (20) years, and the term shall commence on the date when the Committee assumes jurisdiction of the pupils in the grades served by said schools.

Each of the leases shall contain a provision for the extension of the term thereof for an additional term, not in excess of twenty years, renewable at any time during the term, at the option of the Committee. Each such lease shall automatically terminate, and the use of the building so leased shall revert back to the member town from which it was leased in the event that the Committee decides that such building is no longer needed for the educational program of the District.

Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter or remodel any of the lease buildings.

No rental shall be charged to the District by any of the member towns.

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

The unpaid balance on any outstanding bonds or notes (school bonds or notes authorized for the purpose of constructing or improving the above-mentioned

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facilities) at the time of leasing of said buildings and facilities shall remain the obligation of the member towns.

Any individual capital project in one of the leased buildings with a minimum cost of \$10,000 and a minimum useful life of 5 years shall be the obligation of the member town. Any capital project shall be submitted to the respective member town for funding consideration. Member towns shall review each request and recommend a funding decision subject to available funds at the time of the request. If a member town is unable to fund the capital improvement, the member town will inform the District of its decision. The request may be resubmitted to the town in the future. The Committee, at its discretion, may proceed with emergency work that is in the best interests of the students even if the cost is over \$10,000.

A project at a leased school under \$10,000 and less than 5-year life is the responsibility of the District.

#### **SECTION IV BUDGET**

#### A. District Budget

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

The District will present to the member towns a Capital Plan for future needs of the District.

# B. Public Budget Hearing and Budget Approval

After conducting a public hearing consistent with MGL, Chapter 71, Section 38N, as amended, the Committee by a minimum two-thirds (2/3) vote of all its members, shall annually approve an operating budget for the next fiscal year to maintain and operate the District during the next fiscal year. After deducting the amount of aid the District is to receive, the balance shall be apportioned among the several member towns in accordance with Section V.

The budget will be itemized in such detail as the Committee may deem advisable. Such budget shall be adopted not later than forty-five (45) days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1.

The amounts so apportioned for each member town shall be certified by the District treasurer to the treasurers of the member towns within thirty (30) days from the date on which the annual operating budget is adopted by the Committee.

The annual budget as adopted by a minimum two-thirds (2/3) vote of the Committee, shall require the approval of minimum two-thirds (2/3) of the local appropriating authorities of the member towns.

# SECTION V APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

#### A. Classification of Costs

For the purpose of apportioning assessments to member towns, costs shall be divided into four categories: Operating Cost, Transportation Cost, Capital Cost and Debt.

# 1) Operating Cost

Operating cost shall include all costs except transportation, capital and debt but including interest on temporary notes issued by the District in anticipation of revenue.

# 2) Transportation Cost

Transportation costs shall include all costs for transporting students to and from school. Student shall mean a resident of the member towns enrolled in any District school, kindergarten through grade 12. This definition applies to transportation only.

#### 3) Capital Cost

Capital Cost 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 a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architect and consultant fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition.

#### 4) Debt

Debt cost shall also include payment of principal of an interest on bonds or other obligations issued by the District to finance capital costs.

# B. Apportionment of Operating Costs

The operating costs assessment to a member town will equal the Minimum Local Contribution and any other operating costs above the Minimum Local Contributions, referred to in this section as "Above Minimum Contribution."

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

This formula is illustrated below:

Operating Budget (which excludes capital, debt, and transportation)

- (minus) Chapter 70 aid (as calculated by DESE)
- (minus) Minimum Required Combined Local Contributions of all Member towns (as calculated by DESE)
  - (minus) Other general revenue sources to the District
  - = (equals) Total Above Minimum Contribution for all member towns

Each member town's proportionate share of the aggregate Above Minimum Contribution shall be determined based on the ratio of the Foundation Budget enrollment to the total District Foundation Budget enrollment, which includes resident pupils enrolled in the District schools, out of District students, School choice out students, and Charter school out students on October 1 of the preceding fiscal year for which the apportionment will be assessed. The proportionate share will be calculated by the number of Foundation students in each town compared to the total Foundation enrollment.

The total operating cost assessed to each member town will consist of the member town's Minimum Local Contribution and the town's share of Above Minimum Local Contribution to be determined based on the ratio of the Foundation Budget enrollment.

# C. Apportionment of Transportation Costs

The transportation cost is calculated by reducing the District's transportation cost by the amount the District anticipates receiving in transportation reimbursement. The remaining amount will be allocated to the member towns according to each town's percent of students enrolled in grades K-12 in the District as of October 1 of the then current fiscal year, for the following fiscal year.

# D. Apportionment of Capital Costs

Apportionment of District-wide Capital Cost shall be determined by computing the ratio of a member town's pupil Foundation Budget enrollment to the total pupil enrollment in all grades from Pre-Kindergarten through 12 (PK - 12). Consistent and with Section III B, non-District-Wide Capital Costs will be the responsibility of a member town.

#### E. Apportionment of Debt

- Debt shall include the payment of principal of and interest on bonds, notes or other obligations of the District to finance such debt.
- 2) Apportionment of District-wide debt shall be determined by computing the ratio of a member town's pupil Foundation Budget enrollment to the total pupil enrollment in all grades from Pre-kindergarten through 12 (PK 12). When a town assumes the cost of a project at their school, it is a Non-District-Wide Capital Cost and will be the responsible of a member town. (Section III B)

#### F. Total Assessment

The total assessment to a member town is the sum of the operating cost, transportation cost, capital cost, and debt cost.

#### G. Times of Payment of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share of Operating Cost, Transportation Cost, Capital Cost and Debt.

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 15 25% November 15 50% February 15 75% May 15 100%

#### **SECTION VI INCURRING OF DEBT**

According to Chapter 71 Section 16, not later than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt shall be given to the Board of Selectmen in each member town.

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The Committee may vote to incur debt consistent with the terms and conditions of MGL, Chapter 71, Section 16 (d) paragraph 1 or Chapter 71, Section (n), as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee, by two-thirds (2/3) vote, will choose MGL, Chapter 71, Section (d) or Section (n), as amended.

#### **SECTION VII STUDENTS**

## A. Assignment of Pupils

No individual pupils in any of the grades Kindergarten through six shall be transferred from a school located in the town in which the pupil resides to a school located in any other town except:

- 1) pupils in special education classes or otherwise entitled by law who shall attend schools as designated by their Individual Education Plans (IEP); and,
- 2) any pupils upon the recommendation of the superintendent and upon the affirmative vote of at least six of the seven members of the Committee.
- 3) if a school in a member town should become temporarily or permanently unusable the Committee may vote to use a facility in another member town or non-member town on a temporary basis until facilities become available in the town of residence of the pupils.
- 4) Any new school facility constructed for the purpose of accommodating pupils in one or more grades from both member towns shall be located within the geographical limits of the District.

If the Committee makes a recommendation to change grade configurations in one or more District schools, there must be a public hearing to discuss this recommendation on or before January 1<sup>st</sup> and the decision by the School Committee must be made by February 1<sup>st</sup>.

#### B. Pupils Entitled to Attend the District

The District shall accept all school age children who reside in the member towns.

#### C. Vocational and Trade School Pupils

Any pupil residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the member town wherein the student resides.

# D. Admission of Pupils Residing Outside the District

The Committee may accept for enrollment in the District schools, pupils from towns other than the member towns as permitted by law and regulations and in cases within the laws on a tuition basis and upon such terms as it may determine by Committee policy.

### SECTION VIII TRANSPORTATION

School transportation shall be provided by the District to enrolled students K-12 according to Massachusetts General Law and Committee policy. PreK students will be transported according to a requirement in a student IEP.

#### **SECTION IX AMENDMENTS**

#### A. Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences in 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 debt and capital costs of the District.

#### B. Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XI), may be initiated by a vote of a majority of all the members of the Committee or by a petition signed by 10 percent 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 Board of Selectmen of each member town shall include in the warrant for the next annual or special town meeting, an article stating the proposal. Such

amendment shall take effect upon its acceptance by all of the member towns, acceptance by each member town to be by a majority vote at an annual or special town meeting as aforesaid and the approval of the Commissioner of Elementary and Secondary Education. The timeline in 603 CMR 41.00 must be followed concerning amendments to the Regional Agreement.

#### **SECTION X ADMISSION**

By an amendment of this agreement, adopted under and in accordance with Section IX above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended, and also upon compliance with such provisions of law as may be applicable, and such terms as may be set forth in such amendment and approval from the Commissioner of Elementary and Secondary Education. The timeline in 603 CMR 41.00 must be followed concerning amendments to the Regional Agreement. All approvals must be completed by December 31<sup>st</sup> for admittance the following July 1<sup>st</sup>.

The Committee, prior to the admittance of a new member town, will have the option establishing the amount of buy in by the new member town to be included in the District.

#### SECTION XI WITHDRAWAL

#### A. Limitations

The partial or full withdrawal of a member town from the District may be affected by an amendment to this agreement in the manner hereinafter provided by this section.

Any member town seeking to withdraw, shall by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement, setting forth the terms by which such town may withdraw from the District, provided:

- that the member town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect;
- 2) that the said town shall remain liable to the District for its share of the indebtedness 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 has not withdrawn from the District. The proportion of the liabilities will be based on the foundation enrollment at the time of withdrawal:

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Dated: April 1, 2019

3) the withdrawing town will also be liable for any liabilities that were incurred by the District, when the town was a member, such as but not limited to OPEB, etc. The proportion of the liabilities will be based on the foundation enrollment at the time of withdrawal.

#### B. Procedure

The clerk of the member 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 IX (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 Board of Selectmen of each member town shall include in the warrant for the next annual or special town meeting called for the purpose, an article stating the amendment.

Such amendment shall take effect upon its acceptance by all of the member towns, by majority vote at each town meeting and by the Commissioner of DESE. In compliance with 603 CMR 41.00, all approvals must be completed by December 31<sup>st</sup> in order for the amendment to be effective by July 1 of the following fiscal year.

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

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

# D. 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, OPEB, and other liabilities 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.

# E. 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 town or towns in the manner provided in subsection IV (D) or as may be otherwise provided in the amendment providing for such withdrawal.

F. If the region consists of two towns, withdrawal by one town, results in the regional agreement terminating.

# **SECTION XII REVIEW AGREEMENT**

Recognizing that over time circumstances often change and intending that this agreement should continue to serve the best interests of the member towns, the Committee shall, as need arises and minimally every five-years, review the need to establish an *ad hoc study group* composed of knowledgeable persons to study this agreement and report to the Committee whether or not any changes to this agreement might be beneficial in light of prevailing conditions.

The Committee shall establish an ad hoc study group at least once in every ten-year interval between reviews.

## SECTION XIII REQUEST TO MEMBER TOWNS

After annual assessments are established, the Committee may request from member towns an appropriation for capital costs for emergency or unforeseen circumstances.

If the request is for a school owned by a member town, only the member town needs to appropriate the request and make payments. However, District schools are under control of the Committee and the town must work with the District on scheduling work and/or purchases

If the request is for a District purpose, then both towns must appropriate the funding request. Each town's proportionate share will be based on the October 1 foundation enrollment of the previous year.

If the request is for District purpose and the District Budget is increased, both towns must approve the increase as stated in DESE regulations. Any work being done at District schools is under control of the Committee.

#### SECTION XIV EFFECTIVE DATE OF THIS AMENDMENT

The foregoing amended Agreement was duly accepted and approved 1) by vote of the Spencer East Brookfield Regional School Committee, duly adopted at a meeting of said Committee, duly called and held on \_\_\_\_\_; 2) by vote of the Town of Spencer duly adopted under Article 8 of the Warrant at its Town Meeting duly called and held on 5/2/2019; and 3) by vote of the Town of East Brookfield duly adopted under Article of the Warrant at its Town Meeting duly called held on \_\_\_\_\_; and 4) approved by the Commissioner of Elementary and Secondary Education on Chairperson of the Board of Selectmen, Spencer Date 5/15/19 Chairperson of the Board of Selectmen, East Brookfield School Committee Chairperson Commissioner of Elementary and Secondary Education By\_ Attest:

# BROOKFIELD ISS LAKE LAKE AND GO MARCH 24

# TOWN OF EAST BROOKFIELD

Office of the Town Clerk
Memorial Town Complex
POB 568
122 Connie Mack Drive
East Brookfield MA 01515

May 29, 2019

# **CERTIFICATE OF VOTE**

This is to certify that the following vote was made at the Annual Town Meeting held on May 15, 2019, at East Brookfield Elementary School, 410 East Main Street, East Brookfield MA:

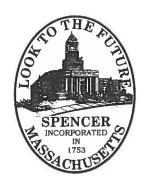
Article 26: To see if the Town of East Brookfield will vote to approve the Spencer East Brookfield Regional School District Amended Regional Agreement as presented by the School Committee dated March 14, 2019, which is on file at the East Brookfield Town Clerk's Office, Superintendent of Schools Office and the East Brookfield Public Library.

The Town voted to approve this Article. There being no further discussion, the motion carried and the Moderator declared the Article as adopted.

Attest:

Susan V. Jacobs Town Clerk

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# TOWN OF SPENCER Office of the Town Clerk

Memorial Town Hall 157 Main Street, Spencer, MA 01562 LAURA J. TORTI, TOWN CLERK Tel: 508-885-7500 x150 Fax: 508-885-7528

TTY: 508-885-7503 www.spencerma.gov

May 22, 2019

# **Certificate of Vote**

This is to certify that the following vote was made at the Annual Town Meeting held on May 2, 2019 at Memorial Town Hall, 157 Main Street, Spencer, MA:

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Article 8: The Moderator declared the motion carried to approve the Spencer East Brookfield Regional School District Amended Regional Agreement as presented by the School Committee dated March 14, 2019, which is on file at the Spencer Town Clerk's Office, the Superintendent of Schools Office and the Spencer Public Library, or take any other action in relation thereto. (Sponsored by the Board of Selectmen)

Finance Committee recommends approval as printed. (Unanimous) Superintendent of Schools Paul Haughey spoke on this article.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Attest:

Laura J. Torti
Town Clerk



# Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000 TTY: N.E.T. Relay 1-800-439-2370

Commissioner

June 26, 2019

Dr. Paul S Haughey, Superintendent Spencer-East Brookfield Regional School District 306 Main Street Spencer, MA 01562

Dear Superintendent Haughey:

The Department of Elementary and Secondary Education (Department) has received the district's amended agreement and copies of the votes of the member towns of Spencer-East Brookfield Regional School District, certifying that they have approved the amendment to the regional school district agreement. This amendment is comprehensive and provides general updates and technical corrections to the regional agreement.

The Department reviewed the amended agreement and found it to be consistent with applicable laws and regulations. I, therefore, approve this amendment. Pursuant to 603 CMR 41.03, this approval serves to amend the Spencer-East Brookfield Regional School District.

Please contact the Department at any time if we can be of further assistance. My best wishes for continued success in all your future endeavors.

Sincerely,

effrey C. Riley

Commissioner of Elementary and Secondary Education