

AMENDED WACHUSETT REGIONAL SCHOOL DISTRICT AGREEMENT

For the Wachusett Regional School District, hereinafter referred to as “the District” for the towns of Holden, Paxton, Princeton, Rutland, and Sterling, towns in the Commonwealth of Massachusetts, hereinafter referred to as “Member Towns”.

Section 1. MEMBERS OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

1.1.1 The Wachusett Regional District School Committee, hereinafter referred to as “the Committee”, shall consist of members from each Member Town, each such member to be a registered voter of the town such member represents. The Member Town with the smallest population as determined in accordance with paragraph 1.1.3 shall be entitled to elect two members to the committee, and the other Member Towns shall be entitled to elect members to the Committee on the following basis:

Proportion of Town’s Population to that of Smallest Town	Number of Committee Members
1.0 to 1.499	2
1.5 to 2.599	4
2.6 to 3.699	6
3.7 to 4.799	8
4.8 to 5.999	10
6.0 to 6.999	12
7.0 to 7.999	14
8.0 to 8.999	16
9.0 to 9.999	18

For every digit after 9.999, a Member Town shall be entitled to elect one additional member to the Committee. In 1994 and every year thereafter, members shall be elected to serve on the Committee at the annual town meeting of the Member Towns. The method of nomination and election of the members to the Committee from a particular Member Town, shall be the same as if they were candidates for an elective office in such Member Town.

1.1.2 All members elected thereafter, except as provided in paragraph 1.1.4, shall be elected for a three (3) year term.

1.1.3 The population of the Member Towns shall be determined every five (5) years in accordance with the towns’ annual census with the first five (5) year review to be conducted in calendar 1998 and certified by the respective town clerks. Any increase in membership resulting from population changes shall be elected at the annual town meeting following the review year.

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The five (5) year census review year and the election of new membership increase shall be in accordance with the following schedule:

CENSUS REVIEW	ELECTION AT ANNUAL MEETING
2007	2008
2012	2013
2017	2018
2022	2023

and every five (5) years thereafter

- 1.1.4 In the event of a population change in a Member Town resulting in an increase in the number of members to be elected to the Committee, such increase shall be effective at the annual town meeting following the certification of the census. Initial terms of office shall be established by the Committee so as to equalize the number of expirations for each Member Town per year and secondarily, to equalize the number of expirations each year on the Committee.
- 1.1.5 In the event of a population change in a Member Town resulting in a decrease in the number of members to be elected to the Committee from a Member Town, such decrease shall be effective upon the earliest expiration of the term of office of the Member Town's representation of the Committee.
- 1.1.6 If a vacancy occurs in the Committee, or if there is a failure to elect, the Selectboard of the Member Town to which the vacancy relates shall fill such vacancy by appointment. The person so appointed shall be a registered voter of such town and shall perform the duties of the office until such town's next annual meeting and a successor is qualified; at such annual meeting a successor shall be elected to fill the balance of the unexpired term.

Section 2. LOCATION

The Regional District High School shall be located in the Town of Holden, Massachusetts, and in such other Member Towns as the Committee may determine.

Section 3. TYPE OF REGIONAL SCHOOL DISTRICT

The District shall comprise all grades from pre-kindergarten through grade twelve (12).

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Section 4. METHOD OF APPORTIONING COSTS OF THE DISTRICT

Payment of all costs shall be apportioned and assessed to each Member Town based upon the prior October 1st student enrollment percentage of each Member Town and the requirements of Massachusetts General Laws.

Section 5. PAYMENTS TO THE DISTRICT TREASURER

Payments of one half of each Member Town's proportional part of the District's Budget shall be made semi-annually on the first day of each May and November, such payments to be made in the manner prescribed by statute.

Section 6. TRANSPORTATION

The District shall provide for the transportation of its students, in accordance with the provisions of Massachusetts State Law and School Committee Policy.

Section 7. ADMISSION OF ADDITIONAL TOWNS

Any town not included in the District may be admitted to said District by a majority vote of the Committee upon acceptance by the town of the original agreement with any amendments thereto.

Upon admission of such town, the total of the costs of the original construction and of subsequent acquisitions and improvements, reduced by a depreciation allowance at a percentage determined by the Massachusetts Department of Education shall be reapportioned to all towns in the District, including the newly admitted town, as determined by the Committee. The newly admitted town shall then assume liability for its entire share of the cost as determined by this Section, to be paid to the District over the remaining term of the funded debt. If no funded debt exists the newly admitted town must finance its share as computed in this Section, independent of the District, and pay the same directly to each Member Town, subject to the approval of the Committee. Any action under this Section shall be approved by the Massachusetts Department of Education in accordance with Massachusetts General Laws.

Section 8. WITHDRAWAL OF MEMBER TOWNS – PRE-KINDERGARTEN-GRADE 12

8.1.1 With a two-thirds (2/3) affirmative vote to withdraw from the District at any regular or special town meeting of any Member Town, such Member Town shall request to withdraw from the District. The Committee, upon receipt of any such request, shall prepare an amendment that will permit the withdrawal and detail the financial arrangements of same and shall present such amendment to the Selectboard of the

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Member Towns within one hundred eighty (180) days of the date of receipt of such request. In the event the Committee shall have failed to present such an amendment to the said Selectboard within said one hundred eighty (180) day period, then the Committee shall forthwith submit the question of the content of the proposed amendment to the American Arbitration Association for arbitration in accordance with its applicable rules. The decision of the arbitrator(s) as to the content of the amendment shall be delivered to the Committee within ninety (90) days of the date of submission of the question of the content of the proposed amendment to the American Arbitration Association. Upon receipt of said decision of the arbitrator(s) the Committee shall forthwith present same to the Selectboard of the Member Towns.

- 8.1.2 The Selectboard of the Member Towns shall include the amendment on the warrant of a regular or special town meeting in each of the Member Towns within thirty (30) days following receipt of the amendment by the Selectboard.
- 8.1.3 Approval of the amendment to withdraw shall require a two-thirds (2/3) vote in the Member Town(s) withdrawing and a majority vote on a district-wide basis in the other Member Towns of the District.
- 8.2.1 In the event that the amendment prepared pursuant to subsection 8.1.1 shall not be approved as required by subsection 8.1.3, then the Member Town(s) which originally requested to withdraw may, by a two-thirds (2/3) affirmative vote at any regular or special town meeting of such town held within sixty (60) days of the date of the last town meeting held pursuant to subsection 8.1.2, again request to withdraw from the District. If the town or towns which originally requested to withdraw shall not again request to withdraw pursuant to this subsection 8.2.1, then such town or towns shall thereafter be barred from again requesting to withdraw from the District for a two (2) year period from the date of its original request under subsection 8.1 except with the approval of two-thirds of the members of the Committee present and voting at any regular meeting thereof. Upon receipt of any such request, the Committee shall prepare an amendment that will permit the withdrawal and detail the financial arrangements of the same and shall present such amendment to the Selectboard of the Member Towns within one hundred eighty (180) days of receipt of such request. The amendment shall then be submitted to the voters of the District and may only be approved in accordance with the provisions of subsection 8.1.2 and 8.1.3.
- 8.2.2 If, at the request of a Member Town, an amendment shall have been prepared pursuant to the provisions of the subsection 8.2.1 and shall not be approved as required by subsection 8.2.1, then such town shall thereafter be barred from again requesting to withdraw from the District for a two (2) year period from the date of its request under subsection 8.2.1 except with the approval of two-thirds (2/3) of the members of the Committee present and voting at any regular meeting thereof.
- 8.3.1 The amendment shall specify the buy-out arrangement based on the provisions set forth in clauses (a) and (b) below and shall contain such other terms and conditions as the Committee shall deem appropriate.

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- (a) The replacement cost of the debt free facilities on the effective date of the amendment shall be established by averaging the value as determined by three independent appraisers employed by the Committee.
 - (1) Each Member Town's share of the facility or facilities owned and paid for by more than one Member Town shall be determined by the number of pupils enrolled in the building or buildings from the date of the amendment or if the facility or facilities are less than ten (10) years old, the share of the facility or facilities owned and paid for by more than one Member Town shall be determined by the number of pupils enrolled in the building or buildings from the Member Town as of October 1 of each year immediately preceding date of the amendment that the facility was used by the District for school purposes.
- (b) The replacement cost of facilities with outstanding debt and each Member Town's share thereof shall be determined in accordance with subsection 8.3.1(a).
 - (1) The outstanding debt and interest remaining on a facility or facilities, as of the effective date of an amendment for Member Town(s) to withdraw from the District, shall be specified in the amendment and shall provide for the Member Town(s) withdrawing to pay over or assure payment of its portion of capital costs and of any other expenses for which it became liable as a Member Town of the District, and shall provide that the withdrawing 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 the interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the district. However, the remaining Member Towns shall indemnify and save harmless the withdrawing town or towns on account of all costs, expenses and damages resulting from its/their membership in, and withdrawal from the District.

Section 9. ANNUAL REPORT

The District shall submit to each of the Member Towns an annual report containing a detailed financial statement and a statement showing the methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of such schools as may be deemed necessary by the Committee or by the Selectboard of any Member Town.

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Section 10. BUDGET

The Committee shall prepare and present a budget for the ensuing fiscal year to each Member Town as provided in Massachusetts General Laws, Chapter 71, Section 16B and the provisions of State law, including any amendments thereto.

Section 11. ASSIGNMENT OF STUDENTS

- 11.1 Students in pre-kindergarten through grade eight (8) shall attend schools in their town of residence except as hereinafter provided.
- 11.2 The Committee may assign by a majority vote middle school students to a school in other than their town of residence after a favorable majority vote at an annual or special town meeting on the part of both sending and receiving Member Towns involved in such an assignment.
- 11.3 The Committee may determine by a majority vote to assign pre-kindergarten through grade eight (8) pupils to schools in other than their town of residence in case of an emergency which prevents use of a building in whole or part, for enrollment in special education classes or with parental approval.
- 11.4 Parents may request attendance in any of the Member Town schools, subject to approval of the Superintendent.

Section 12. POWERS AND DUTIES OF THE COMMITTEE

The Committee shall have all the powers conferred, and all the duties imposed, by Chapter 638 of the Acts of 1949, and any amendments thereto; and all the powers and duties conferred and imposed upon school committees by Massachusetts General Laws and amendments thereto, the same to be exercised for and on behalf of the District.

The Committee, for and on behalf of the District, may, by purchase or the exercise of eminent domain, acquire such real estate and other property, and may enter into such contracts or agreements, and may employ such architects, contractors, engineers, attorneys or other experts and employ such agents and assistants as in each instance may be necessary or desirable for the District to carry out its purposes and powers.

The Committee, for and on behalf of the District, shall establish and maintain within the District, a central office for the transaction of its business, the place to be determined by the Committee; and the Committee shall have power to equip the same and to purchase such supplies as may be required in the transaction of the business of the District.

The Committee shall have authority to act on any and all matters, not inconsistent with existing law, which to the members, thereof deem advisable.

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Section 13. ORGANIZATION OF THE COMMITTEE

Within 10 days after election of membership, the Committee shall organize and choose by majority vote such officers as to the members deem advisable, determine their term of office, and define their duties. Provision shall be made for meetings, including an annual meeting at which the officers of the Committee shall be elected.

Section 14. AMENDMENTS

- 14.1 The Wachusett Regional School District Agreement shall be reviewed every five (5) years by the Committee. The Committee shall hold a public hearing to receive comment and proposed changes from the citizens of the Member Towns. The Committee shall prepare and submit a written report to the Selectboards of the Member Towns.
- 14.2 This Agreement may be amended by recommendation of the Committee and approval of Member Towns of the District by majority vote at an annual or special town meeting provided that not more than one Member Town disagrees and subject to the approval by the Commonwealth of Massachusetts Department of Education. No such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes of the District then outstanding or the rights of the District to procure the means for payment thereof; provided, that this provision shall not prevent the admission of new towns to the District and the reapportionment accordingly of that part of the cost of construction represented by bonds or notes of the District then outstanding and of interest thereon (Chapter 116 of the Acts of 1951).

Section 15. INCURRING OF INDEBTEDNESS

- 15.1 Incurring of indebtedness by the District shall be approved by the registered voters of the Member Towns pursuant to the provisions of General Laws, Chapter 71, Section 16, Clause n, as amended, with the following exceptions:
- 15.2 Any incurring of debt shall be approved by a two-thirds (2/3) majority of the registered voters in the Member Towns voting on the question.
- 15.3 The vote on the incurring of debt shall be conducted at the option of the Committee, either (a) at an annual or special town meeting with a vote count by printed yes/no ballots, or (b) in the same manner as provided for in General Laws, Chapter 71, Section 16, Clause n, by ballot referendum.
- 15.4 Incurring of indebtedness for the construction of new school facilities, including additions to existing school facilities, shall be incurred by the District pursuant to Section 15.1, provided, said indebtedness shall be apportioned amongst the Member Towns so

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served by the new school facility on the basis of their respective student enrollment in the new school facility. This Section 15.4 is not applicable to indebtedness authorized prior to October 1, 1998 by a Member Town or indebtedness authorized after October 1, 1998 for the completion of new construction of school facilities, which construction was authorized before said date.

15.5 Incurring indebtedness for major capital improvements or capital replacements for leased school facilities, the cost of which exceeds \$100,000 per building per fiscal year, or such other sum as defined as Extraordinary Maintenance by 603 CMR 10.00 and amendments thereto, shall be by vote of the District, pursuant to Section 15.1, provided, said indebtedness shall be apportioned amongst the Member Towns so served by the improved school facility on the basis of their respective student enrollment in the improved school facility.

15.6 For the purpose of Sections 15.4 and 15.5 each Member Town's share of student enrollment in a new school facility shall be determined by computing the ratio which its pupil enrollment in such facility on October 1 of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment from all the Member Towns in such facility on that date. If there is no enrollment in such facility on the aforesaid October 1, the apportionment of indebtedness with respect thereto shall be made on the basis of the estimated pupil enrollment from each Member Town in such facility on the aforesaid date had there been any enrollment, such estimate to be made by the Committee.

Section 16. CAPITAL EXPENDITURES FROM SURPLUS

The Regional District School Committee may authorize capital expenditures from surplus funds for those purposes cited in General Laws, Chapter 71, Section 16, not to exceed \$250,000 in any fiscal year or for any single projected, and provided two-thirds of the members of the Committee voting on the question authorize said expenditure.

Section 17. LEASE OF SCHOOLS

17.1 The Member Towns are hereby authorized and directed to lease to the District, upon payment of one dollar (\$1.00) in each case (each said sum to be assessed from each Member Town and the assessment to be payable upon demand by the District) the school building and premises, which premises include the land appurtenant to and used in connection with said schools owned by the Member Towns on July 1, 1994 and any new school buildings constructed by the Member Towns after July 1, 1994. Each such lease shall be made by the Selectboard for the Member Town and shall provide for an initial term of twenty (20) years and the term shall commence on the date when the District accepts possession of the building and each such lease shall contain a provision for the extension of the lease for an additional term of twenty (20) years, at the option of the Committee. No rental shall be charged to the District by any of the Member Towns.

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- 17.2 Such lease shall incorporate the existing practice of the Member Town in regard to maintenance and servicing of the school building, subject to approval of the Selectboard of the Member Town and the Committee.
- 17.3 Such lease shall incorporate the existing practice of the Member Town in regard to the use of school buildings and fields adjacent to the schools by civic groups and other third parties, when the fields are not in use for school activities, subject to approval of the Selectboard of the member town and the Committee.
- 17.4 Said lease shall provide that any indirect costs incurred by the Member Towns in regard to the maintenance and servicing of said school shall be allocated to the minimum local contribution of the Member Town as defined by and to the extent permitted by the Education Reform Act of 1993 (Chapter 71 of the Acts of 1993) and any other applicable state law.
- 17.5 All school equipment and personal property within the school building at the commencement of the lease shall remain the property of the Member Town. In the event the District wishes to have the school equipment or personal property removed from the building, the District shall give written notice to the Member Town Clerk and the Member Town shall have sixty (60) days in which to remove the school equipment or personal property. In the event the Member Town fails to move the school equipment or personal property pursuant to the District's notice, then the District shall have the right to dispose of said school equipment or personal property in accordance with the provisions of any applicable law.
- 17.6 The unpaid balance of the outstanding bonds (school bonds authorized for the purpose of constructing or improving the above-mentioned facilities) at the time of leasing of said buildings and facilities shall remain the obligation of the Member Towns.

Section 18. PROFESSIONAL STAFF/PERSONNEL

Terminal benefits due to professional staff and personnel formerly employed by an individual Member Town, shall remain the financial obligation of the individual Member Town, upon severance of service of the employee; provided, however, if a comparable benefit is available at the time of severance of service for the professional staff at the District, then the financial obligation of the individual Member Town shall be limited to the difference in cost, if any, of the terminal benefit.

Section 19. EFFECTIVE DATE AND JURISDICTION

- 19.1 This amended Agreement shall take effect upon the affirmative vote of each of the Member Towns at town meetings in each such town and shall thereupon supersede the Wachusett Regional School District Agreement most recently amended by vote of the

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Member Towns on May 7, 1977 and validated by Chapters 461, 462 and 463 of the Acts of 1977.

- 19.2 Within ten (10) days following the latest 1994 annual town meeting of the Member Towns at which members of the Committee are elected, it shall organize and elect officers pursuant to Section 13, and it shall mail by certified mail to the local school committees of the Member Towns, written notice of the date upon which the Regional District School Committee shall assume jurisdiction over the education of pupils in grades pre-kindergarten through eight inclusive in the Member Towns.

1993 Amendments:

Amended Wachusett Regional School District Agreement recommended by the votes of the Regional District School Committee on November 8, 1993, December 6, 1993 and December 13, 1993.

Approved by the Member Towns of Holden, Paxton, Princeton, Rutland, and Sterling by majority vote at Special Town Meetings held on December 20, 1993.

1998 Amendments:

Amendments to Amended Wachusett Regional School District Agreement recommended by the votes of the Regional District School Committee on February 9, 1998, March 9, 1998, April 27, 1998 and May 6, 1998.

Approved by the Member Town of Paxton on May 4, 1998; the Member Town of Sterling on May 12, 1998; the Member Town of Rutland on May 16, 1998; the Member Town of Holden on May 19, 1998; and the Member Town of Princeton on May 12, 1998 and May 28, 1998.

2001 Amendments:

Amendment to Amended Wachusett Regional School District Agreement recommended by the vote of the Regional District School Committee on December 3, 2001.

Approved by the Member Towns of Holden, Paxton, Princeton, and Sterling by majority vote at Special Town Meetings held on December 4, 2001.

2004 Amendments

Amendments to Amended Wachusett Regional School District Agreement recommended by the votes of the Regional District School Committee on February 9, 2004 and March 8, 2004.

Approved at Annual Town Meetings by the Member Town of Princeton on May 11, 2004, the Member Town of Rutland on May 15, 2004, the Member Towns of Holden and Sterling on May 17, 2004, and the Member Town of Paxton on June 14, 2004.

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2008 Amendments

Amendments to Amended Wachusett Regional School District Agreement recommended by the vote of the Regional District School Committee on January 28, 2008.

Approved at Annual Town Meetings by the Member Town of Paxton on May 5, 2008, Member Towns of Princeton and Sterling on May 13, 2008, and the Member Town of Rutland on May 17, 2008.

REGIONAL DISTRICT SCHOOL COMMITTEE

BY: _____
Committee Chair

DATE: _____

BY: _____
Superintendent of Schools

DATE: _____

APPROVED BY:
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF EDUCATION

Mitchell D. Chester, Ed.D.

BY: _____
Commissioner of Elementary and Secondary
Education

Per correspondence dated September 25, 2009