

**Agreement Between the  
Towns of Wales and Holland  
With Respect to the Formation of  
A Regional Elementary School District**

The Towns of said Commonwealth which are parties to this Agreement are the Town of Holland and the Town of Wales, (hereinafter referred to as "the member towns"). Whereas the member towns for good and substantial reasons desire to create a regional school district consistent with the terms of Chapter 71 of the General Laws of Massachusetts, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I -Type of District

The regional school district (hereinafter referred to as "the District") shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade six (6). The Regional School District Committee (hereinafter referred to as "the Committee"), as established consistent with Section III below, is authorized in its discretion to establish and maintain other educational programs, including but not limited to vocational-technical educational programs consistent with Chapter 74 of the General Laws of Massachusetts, and is authorized in its discretion to join or to form educational collaboratives consistent with Chapter 40, Section 4E of the General Laws of Massachusetts.

Section II -Location of Schools

The District shall be comprised of two schools, one located in Wales, Massachusetts and one located in Holland, Massachusetts. The Wales Elementary School, located at 41 Main Street in Wales, Massachusetts will serve students in grades pre-kindergarten through grade two (2). The Holland Elementary School, located at 28 Sturbridge Road in Holland, Massachusetts will serve students in grades three (3) through grade six (6).

### Section III- Transitional School Committee-

A Transition School Committee consisting of the ten (10) school committee members (5) five from Holland and (5) from Wales will commence on July 1, 2010.

Powers of the TSC and of the Regional School Committee During the Transition Period. During the transition period, the TSC (from July 1, 2010) and the Regional School Committee (from election of permanent members to June 30, 2011), shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district
3. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all of these powers being able to be exercised on behalf of the regional school district.
4. The power to adopt budgets for the region for the transition period and for the first year of the regional school district, and to assess the member towns for these budgets.
5. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the regional school district.
6. The power to appoint a Regional School Building Committee.
7. The power to appoint subcommittees.
8. During the period July 1, 2010 to June 30, 2011 the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational education students) who reside in Holland or Wales and who are enrolled in the Holland or Wales Public Schools. During 2010 – 2011, the Wales School Committee and the Holland School Committee will each pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular education students. The Regional School Committee will have the option of designating the Holland School Department, the Wales School Department, or both, as its financial agent(s) for purposes of processing invoices and payments for said transportation.

Termination of TSC. The TSC will exist until midnight on June 30, 2010, at which time the Regional School Committee will assume jurisdiction of the regional school district for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the TSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the TSC.

#### Section IV -The Regional School District Committee

**Composition of the Committee.** The Regional District School Committee (hereinafter “the Committee”) shall consist of members from each participating town, each such member to be a registered voter of the town such member represents. Wales will have two members and Holland will have three members.

**A. Elected Members** Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

Members of the school committees from each town who are serving terms when the new district begins operating will retain their seats until the length of their term expires.

**B. Length of Term.** All members elected thereafter, except as provided in paragraph G, shall be elected for a term of three (3) years.

**C. Vacancies.** If for whatever reason a vacancy on the Committee occurs, including a situation in which no candidate is elected at a particular election, the following process

will be followed. The members of the Board of Selectman of the town in question will meet in joint session with the remaining members of the Committee who represent that town in order to appoint someone who resides in that town to serve until the next annual election. At that next annual election, a person will be elected to serve the balance of the unexpired term which had become vacant.

**D. Quorum.** A quorum shall exist when a majority (more than 50%) of the Committee members are present, so long as at least one member is present from each member town. At a meeting where there is no quorum, or where the quorum is lost, the remaining members may vote to adjourn but may take no other action.

**E. Actions by Majority Vote.** Except where otherwise provided by statute or by the terms of this Agreement, actions will be taken by majority vote. For the purposes of this Agreement, a majority vote shall mean an affirmative vote by more than half of the members who are present and voting on the particular matter at a properly called meeting for which a quorum is present. Consistent with the terms of G.L. chapter 71, section 16B, a two-thirds vote of all of the Committee's members will be necessary to approve the District's annual budget and to apportion among the member towns the amounts necessary to be raised to support said budget.

**F. Election of Committee Officers.** The Committee shall annually elect a chairperson, a vice chairperson and a secretary from among the Committee's membership.

#### **Section V -Powers of the Committee**

The Committee shall possess all of the powers conferred by law upon regional school committees via G.L. chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings.

### Section VI-Development of the District's Budget

The Committee shall annually determine the District's budget consistent with the timelines, terms, and requirements in G.L. chapter 71, section 16B, and consistent with DESE regulations. The Committee will hold a public hearing on its budget consistent with G.L. chapter 71, section 38N. The apportionment of the costs appearing in said budget will be calculated consistent with Section VI of this Agreement.

### Section VII -Apportionment of Costs Incurred By the District

- A. Classification of 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. All of the costs described in section VI shall be consistent with the timelines, terms, and requirements in G.L. chapter 71, section 16B, and consistent with DESE regulations
- 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, or adding to a school building or buildings, the cost of remodeling or making extra-ordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation, the cost of 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, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating

condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the district to finance capital costs.

**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.** A member's share of Capital Costs for the first fiscal year following the establishment of the District and for every fiscal year thereafter, shall be apportioned to the member towns on the basis of their respective pupil enrollments in the district schools. Each member town's share for each fiscal year shall be determined by computing the ratio of that town's pupil enrollment in the District on October 1 of the preceding year for which the apportionment is determined, to the total pupil enrollment from all the member towns in district schools on the same date. In the event that enrollment in the District has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in all grades from pre-kindergarten through grade (6) of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

**E. Apportionment of Operating Costs** In accordance with G.L. chapter 70, section 6, the calculation of each member's operating costs for each fiscal year shall be the sum of the following: (i) the member's required local contribution to the District as determined by the Commissioner; (ii) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all members; and (iii) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined under Section VI.D. above) that are

not included in the district's net spending. A member's share of (ii) and (iii), for the first fiscal year following the establishment of the District and for every fiscal year thereafter, shall be apportioned to the member towns on the basis of their respective pupil enrollments in the district schools. Each member town's share for each fiscal year shall be determined by computing the ratio of that town's pupil enrollment in the District on October 1 of the preceding year for which the apportionment is determined, to the total pupil enrollment from all the member towns in district schools on the same date. In the event that enrollment in the District has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in all grades from pre-kindergarten through grade (6) of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

#### Section VIII-Payment of School 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 cost of transportation for the first fiscal year shall be apportioned to the member towns, in its entirety, based on pupil enrollment as described in subsection VI.E. For each subsequent year, the transportation portion of operating costs will first be reduced by the projected State reimbursement and the balance apportioned to member towns based on student enrollment.

#### Section IX-Payment of Apportioned Costs

Each member town shall pay to the District in each year its apportioned costs. The annual assessment of each member town shall be paid monthly during each month of the fiscal year, and each payment will be one -twelfth of the member's annual assessment. Payments are to be received by the District on or before the fifteenth day of each month. Payments received after the fifteenth day

of the month will be subject to a daily interest charge at the rate of one percent (1 %) per month.

#### Section X-Excess and Deficiency Fund

The District will maintain an "Excess and Deficiency Fund" which shall be administered consistent with directives from the Massachusetts Department of Revenue and consistent with the terms of G.L. chapter 71, section 16B1/2.

#### Section XI -Revolving Funds

At the time of the creation of the District, any and all money held in so-called "revolving funds" and student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized by the District for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds were created.

#### Section XII –Incurring Debt

The District School Committee is empowered to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. Except for the incurring of temporary debt in anticipation of revenue, for an issuance of debt which is less than two percent (2%) of the District's total annual budget in the fiscal year in which the Committee votes to incur the debt, the process that appears in subsection (d) of chapter 71, section 16 will be followed. For an issuance of debt equal to or greater than two percent (2%) of the District's total annual budget in the fiscal year in which the Committee votes to incur the debt, the process that appears in subsection (n) of chapter 71, section 16 will be followed. Notwithstanding the above, the Committee by majority vote may choose to follow the process that appears in subsection (n) of chapter 71, section 16 for an issuance of debt which is less than two percent (2%) of the District's total annual budget in the year in which the Committee votes to incur the debt.

#### Section XIII -Annual Report

The Committee shall submit an annual report to each of the member towns consistent with G.L. chapter 71, section 16 (k).

**Section XIV -Terms of Admittance or Withdrawal**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

- A. **Vote Expressing Desire to Withdraw.** Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.
- B. **Notice.** The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.
- C. **Long Range Education Plan.** No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Education and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor

required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. **Requirements.** In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. **Approval of Withdrawal.** A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner of Elementary and Secondary Education, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

#### **Section XV -Admission of Additional Towns**

By an amendment of this agreement adopted under and in accordance with Section XV, 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. Amendments are subject to the Commissioner of Elementary and Secondary Education's approval.

#### Section XVI-Review of Agreement

No less frequently than every five years, the Committee will undertake a review of the terms of this Agreement. Proposals for amendments to this Agreement will be processed consistent with Section XVI.

#### Section XVII-Amendments to Agreement

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 of indebtedness of the District which are 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 consistent with the term of this Agreement, and nothing in this section shall prevent the reapportionment, resulting from said admission of a new town, of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

An Amendment may be proposed by vote of the Regional District School Committee or by vote of any town meeting of any Member Town. In the latter case, the Town Clerk shall forthwith deliver a copy of such vote to the Secretary of the Committee. In either case, the Secretary shall forthwith deliver a copy of the vote proposing the amendment to the Town Clerk of each Member Town, and each such Town shall vote at its next town meeting, whether annual or special, upon the acceptance of such amendment. Such amendment shall take effect upon its acceptance by each of the Member Towns in the manner hereinabove provided. Amendments are subject to the Commissioner

of Elementary and Secondary Education's approval.

Section XVIII -Severability

Consistent with G.L. chapter 71, section 161, if any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected thereby.

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