

Agreement for Tantasqua Regional School District
for the Five Towns of Brimfield, Brookfield, Holland, Sturbridge and Wales

Whereas the Towns of Brimfield, Brookfield, Holland, Sturbridge and Wales (hereinafter referred to as “the member towns”) for good and substantial reasons have created 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 7 through and including grade 12. The Regional School 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 – Configuration and Location of Schools

The grade configuration and the location of the schools of the District shall be established by the Committee, although said location will be within the member towns. The school buildings may either be owned by the District or leased under terms and conditions that will be expressed in lease agreements.

Section III – The Regional School District Committee

A. Number and Composition

The initial Regional District School Committee shall consist of eight members, 2 from Brimfield, 2 from Brookfield, 1 from Holland, 2 from Sturbridge, and 1 from Wales.

Each participating Town shall thereafter be entitled to be represented by one member for each 200 pupils in its enrollment at the Regional District Schools as of October 1 next preceding the annual selection of Regional District School Committee members. No town shall have fewer members on the Committee than they had on October 1, 1974.

B. Method of Selection

1. Appointed Members

One of the Regional District School Committee members from each Participating Town shall be appointed annually by the local school committee from its own membership not later than 10 days after the annual town election of the Participating Town which votes last.

2. Elected Members

Additional Regional District School Committee members from each Participating Town entitled to more than one member, shall be elected for a term of three years at an annual town election.

3. Starting Committee

The initial Regional District School Committee shall be appointed as follows: not later than 10 days after the Regional School District is formed, the local school committee of the Participating Towns shall select their members, and The Selectmen of the Participating Towns, entitled to additional membership, shall select such member to serve until their successors are selected and qualified under the provisions set forth in 1 (b) (1) and 1 (b) (2) above.

C. Terms of Office

1. Appointed Members

Members appointed from a local School Committee shall serve on the Regional District School Committee until replaced by their respective School Committee or until their term on the School Committee of the Participating Town expires. However, upon reelection to the School Committee of a Participating Town, such members are eligible to reappointment to the Regional District School Committee.

2. Elected Members

Elected members shall be elected to serve a term of three years, or to such part thereof as a Participating Town shall be entitled. In the event that a Participating Town shall be required, because of a decrease in pupil enrollment, to reduce its representation, the term of the last elected member from that Town will expire on November 1st following the October 1st pupil census which indicated the need of said reduction. Elected members are eligible for reelection.

D. Vacancies – How filled

Vacancies occurring in the Regional District School Committee shall be filled as follows: in the case of members appointed by the School Committee of a Participating Town, by such School Committee; in the case of those elected at an annual town election, by a joint appointment of the Selectmen and remaining committee members of that town, to serve until the next annual town election.

Section IV – 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 V- Development of the District's Budget

The Committee shall annually determine the District's budget consistent with the timelines, terms, and requirements of G.L. chapter 71, section 16B, and consistent with regulations promulgated by the Department of Elementary and Secondary Education. 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 VI – Apportionment of Costs Incurred By the District

E. Classification of Costs

For the purpose of apportioning costs assessed by the District against the member towns, costs

shall be divided into three categories: operating costs, capital costs and transportation costs.

F. Operating Costs

Operating costs shall include all costs not included in capital or transportation costs. as defined in subsections VI,C and D below. Without limiting the generality of the preceding sentence, the following shall be classified as operating costs: salaries, wages, supplies, textbooks, ordinary repairs and maintenance, interest on temporary notes issued by the District in anticipation of revenue, and other costs incurred in the day to day operation of District schools.

1. Assessment of Operating Costs

For each fiscal year, the assessment of operating costs for each member town will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner and (b) the member's share of that portion of the District's spending that exceeds the total of the required local contributions for all members. A member's share of (b) will be calculated on the basis of "foundation enrollment" as defined in G.L. Chapter 70 section 2.

G. Capital Costs

Capital costs may include capital outlay appearing in the 7000 DESE function codes. Capital costs will also include principal and interest debt service as well as new construction. Instructional capital expenditures which qualify under net school spending are not included under capital costs and instead are included as an operating cost.

1. Assessment of Capital Costs

During the development of each fiscal year's budget, the total capital costs, including principal and interest debt service payments, for the year in question will be identified. Each member town will then be assessed a percentage of that total capital cost based upon "foundation enrollment" as defined in G.L. Chapter 70, Section 2.

H. Transportation Costs

The District shall furnish transportation to and from the Regional schools for students of each member town.

1. Each fiscal year, transportation assessments will be calculated for each member town based on its projected cost for grades 7-12 school transportation, less the member town's share of projected Regional Transportation Reimbursement (in accordance with MGL Chap 71, sections 7a, 7b and 16c).
2. The member town transportation cost will be determined by contractor rates for those towns contracting out for transportation services and by projected salaries and other associated expenditures for those towns operating an internal fleet. (In the latter case, the District will contract with the local town to provide transportation.)
3. Each member town's percent share of the annual regional transportation reimbursement from the state will be whatever that town's percentage of the total projected transportation costs for the year is.

I. Tuition Pupils

Pupils residing outside the Regional School District may attend the Regional School at the discretion of, and on a tuition basis determined by the Regional District School Committee, in accordance with law. However, if a non-participating town wishes to send to the Regional District

School a majority of its pupils enrolled in grades 7 through 12, it must do so as a participating member of the Regional School District as provided in Section XI of this Agreement.

Section VII – Time and Manner of Payment of Operating, Transportation and Capital Costs

Payments shall be made by the Towns to the Regional District School Committee in six (6) equal payments on the 15th of July, September, November, January, March, and May.

Section VIII – Incurring of Debt

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by a two-thirds vote will choose either the process that appears in subsection (d) of chapter 71, section 16, or the process that appears in subsection (n) of chapter 71, section 16.

Section IX - 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 X– Withdrawal of Member Towns

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 Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2).

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; (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process; and (4) the withdrawing town will forfeit claims to any District assets.

E. Approval of Withdrawal

A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of two-thirds of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual 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 XI – Admission of Additional Towns

Additional towns may apply for admittance to the District, although no admittance will occur on a date other than July 1 of a given year. Towns applying for admission must submit to the Committee a Long Range Education Plan consistent with the terms of Section X, subsection C of this Agreement. If the Committee so chooses, it may then vote to seek approval from the Commissioner of the proposed admittance of a new member consistent with the terms of 603 CMR 41.00. If the approval of the Commissioner is obtained, the Committee will then formulate an amendment to this Agreement, setting forth the terms upon which the new member will be admitted. Such terms will include, without being limited to, “buy-in” payments by the new town to reflect capital costs that have previously been incurred by the member towns, and will include an ongoing assessment for existing debt service. No admittance of a new town will occur unless the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual town meeting in the town seeking admittance and in each of the other member towns, and no admittance of a new town will become effective any less than one full year after the completion of these requirements.

Section XII- Review of Agreement

At least every ten years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement will occur no later than fiscal year 2026. Proposals for amendments to this Agreement will be processed consistent with Section XIII.

Section XIII – Amendments to Agreement

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 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. All amendments are subject to the approval of the Commissioner.

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 X), and except for a proposal for amendment providing for the admittance of a new member (which shall be acted on as provided in

Section XI), may be initiated by a two-thirds vote of all 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 are the signatures 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 town meeting called for this and/or other purposes, an article which states the proposed 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.

Section XIV – Severability

Consistent with G.L. chapter 71, section 16I, if any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected thereby.