



Wachusett Regional School District
Committee

Recommendations for Changes to Regional
Agreement

Annual Town Meetings
2008

Recommendations to the Member Towns

from

Wachusett Regional School Committee

Annual Town Meetings 2008

In April of 2007 School Committee Chair Margaret Watson established the Ad-Hoc Subcommittee to Review the Regional Agreement. With assistance from District Counsel Leo McCabe, Chair Watson developed a Charge and appointed the Ad-Hoc Subcommittee. The Ad-Hoc Subcommittee convened its first meeting on May 22, 2007 and set a timetable for its work. The Ad-Hoc Subcommittee continued to meet through the summer to conduct a thorough review of each section of the Regional Agreement. While conducting this review, the Ad-Hoc Subcommittee sought legal advice from District Counsel McCabe and financial advice from the School Business Manager and District Treasurer.

Following the review by the Ad-Hoc Subcommittee, public hearings were scheduled in each of the five Member Towns. Invitations were issued to the Member Town Selectboards and flyers were distributed via students' backpacks. *The Landmark* also included information in its publications regarding the hearings. The Ad-Hoc Subcommittee noted that the Member Town Selectboards were represented at each of the respective public hearings but attendance by the community at large was very limited (three individuals in total). The members reviewed all of the suggestions made at the public hearings.

Based upon this thorough review, the Ad-Hoc Subcommittee recommended changes to the School Committee. The School Committee conducted a public hearing on January 28, 2008 and then deliberated on the proposed changes. The following recommendations are being brought forward to the member Towns for consideration at the Annual Town Meetings. Please note that language recommended to be deleted is crossed out and language recommended to be added is in bold capital letters.

Recommended Change:

To amend the opening paragraph as follows:

For a **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 ~~the Participating~~ **“MEMBER Towns”**.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 1

Recommended Change:

To amend **Section 1 Members of the Regional District School Committee** by amending the first section of Section 1.1.1 as follows and to amend other portions of Section 1 the change references to the District and the Committee:

1.1.1 The **WACHUSETT** Regional District School Committee, **HEREINAFTER REFERRED TO AS “THE COMMITTEE”**, shall consist of members from each ~~participating town~~, **MEMBER TOWN**, each such member to be a registered voter of the town such member represents. The ~~participating town~~, **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 ~~participating town~~, **MEMBER TOWNS** shall be entitled to elect members to the ~~Regional District School Committee~~ on the following basis:

Proportion of Town’s Population to that of Smallest Town	Number of Regional District School-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 ~~participating town~~, **MEMBER TOWN** shall be entitled to elect one additional member to the ~~Regional District School~~ Committee. In 1994 and every year thereafter, members shall be elected to serve on the Committee at the annual town meeting of the ~~participating town~~, **MEMBER TOWNS**. The method of nomination and election of the members to the ~~Regional District School~~ Committee from a particular ~~participating town~~, **MEMBER TOWN**, shall be the same as if they were candidates for an elective office in such ~~participating town~~, **MEMBER TOWN**.

- 1.1.2 All members elected thereafter, except as provided in paragraph 1.1.4, shall be elected for a ~~three~~ **THREE (3)** year term.
- 1.1.3 The population of the ~~participating town~~, **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.

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

CENSUS REVIEW MEETING	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 ~~participating town~~, **MEMBER TOWN** resulting in an increase in the number of members to be elected to the ~~Regional District School~~ 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 ~~Regional District School~~ Committee so as to equalize the number of expirations for each ~~town~~ **MEMBER TOWN** per year and secondarily, to equalize the number of expirations each year on the ~~Regional District School~~ Committee.

- 1.1.5 In the event of a population change in a ~~participating town~~, **MEMBER TOWN** resulting in a decrease in the number of members to be elected to the ~~Regional District School~~ Committee from a ~~participating town~~, **MEMBER TOWN**, such decrease shall be effective upon the earliest expiration of the term of office of the ~~participating town~~, **MEMBER TOWN**'s representation of the ~~Regional District School~~ Committee.
- 1.1.6 If a vacancy occurs in the ~~Regional District School~~ Committee, or if there is a failure to elect, the ~~selectmen~~ **SELECTBOARD** of the ~~participating town~~ **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 ~~his~~ **A** successor is qualified; at such annual meeting a successor shall be elected to fill the balance of the unexpired term.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above. There was considerable discussion, both at the Ad-Hoc Subcommittee level and at the School Committee level regarding the size of the School Committee. Many scenarios were reviewed which would have resulted in a reduced size, including weighted voting. After review of each scenario, it was decided that the current size of the School Committee was optimal. It was not made clear to the Ad-Hoc Subcommittee during the Public Hearings what problem reducing the size of the School Committee would solve. Following this detailed discussion, it was decided not to recommend a reduction in size of the School Committee at this time.

Section 2

Recommended Change:

To amend **Section 2 Location** as follows:

The Regional District High School shall be located in the Town of Holden, Massachusetts, and in such other **MEMBER TOWNS** ~~towns of~~ ~~said District~~ as the Committee may determine.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 3

Recommended Change:

To amend **Section 3 Type of Regional School Committee** as follows:

The ~~Regional School~~ District shall comprise all grades from pre-kindergarten through grade ~~twelve~~ **TWELVE (12)**.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 4

Recommended Change:

To amend **Section 4 Method of Apportioning Costs of the Regional School District** as follows:

Section 4 Method of Apportioning Costs of the ~~Regional School~~ 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 ~~State Law~~ **MASSACHUSETTS GENERAL LAWS**.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 5

Recommended Change:

To amend **Section 5 Payments to the Regional School District Treasurer** as follows:

Section 5 Payments to the ~~Regional School~~ District Treasurer

Payments of one half of each ~~town's~~ **MEMBER TOWN'S** proportional part of the ~~Regional~~ District's ~~School~~ 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.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 6

Recommended Change:

To amend **Section 6 Transportation** as follows:

The ~~Wachusett Regional School~~ District shall provide for the transportation of its students, **IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS STATE LAW AND COMMITTEE POLICY.** (~~Amended 4/22/68 by Wachusett Regional School District Committee and by member towns at annual meetings in 1969~~)

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above and to add “in accordance with Committee Policy”.

Section 7

Recommended Change:

To amend **Section 7 Admission of Additional Towns** as follows:

Any town not included in the ~~Regional School~~ District may be admitted to said District by a majority vote of the ~~Regional District School~~ 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 the rate of 2% per annum, shall be reapportioned to all towns in the District, including the newly admitted town, as determined by the ~~Regional District School~~ 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 ~~Regional School~~ 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 ~~Regional school~~ District, and pay the same directly to each town **MEMBER TOWN**, subject to the approval of the

~~regional District School~~ Committee. Any action under this Section shall be approved by the State MASSACHUSETTS Department of Education and the State Emergency Finance Board., **IN ACCORDANCE WITH MASSACHUSETTS GENERAL LAWS.**

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above and to remove reference to the State Emergency Finance Board, which no longer is in existence.

Section 8

Recommended Change:

To amend **Section 8 Withdrawal of Member Towns – Pre-Kindergarten – Grade 12** as follows:

- 8.1.1 With a two-thirds (2/3) affirmative vote to withdraw from the ~~Regional~~ District at any regular or special town meeting of any ~~town~~ **MEMBER TOWN** ~~or towns of the District~~, such ~~town~~ **MEMBER TOWN** shall request to withdraw from the ~~pre-kindergarten grade 12 School~~ 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 ~~selectmen~~ **SELECTBOARD** of the **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 ~~selectmen~~ **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 ~~selectmen~~ **SELECTBOARD** of the **MEMBER TOWNS**.
- 8.1.2 The ~~selectmen~~ **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 ~~selectmen~~ **SELECTBOARD**.

- 8.1.3 Approval of the amendment to withdraw shall require a two-thirds (2/3) vote in the ~~town or towns~~ **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 ~~town or towns~~ **MEMBER TOWN(S)** which originally requested to withdraw may, by a ~~two-thirds~~ **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 ~~selectmen~~ **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.
- (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 ~~town's~~ **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 ~~town's~~ **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 ~~a town or towns~~ **MEMBER TOWN(S)** to withdraw from the District, shall be specified in the amendment and shall provide for the ~~town or towns~~ **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~~ **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 ~~towns~~ remaining ~~in the District~~ **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.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 9

Recommended Change:

To amend **Section 9 Annual Report** as follows:

The ~~Regional-District-School~~ 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 ~~school~~ **SCHOOLS** as may be deemed necessary by the ~~Regional-District School~~ Committee or by the ~~selectmen~~ **SELECTBOARD** of any **MEMBER TOWN**.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 10

Recommended Change:

To amend **Section 10 Budget** as follows:

The ~~Regional-District-School~~ Committee shall prepare and present a budget for the ensuing fiscal year to each **MEMBER TOWN** as provided in Massachusetts ~~general~~ **GENERAL** Laws, Chapter 71, Section 16B and the provisions of State law, including any amendments thereto.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 11

Recommended Change:

To amend **Section 11 Assignment of Students** as follows:

- 11.1 Students in pre-kindergarten through grade ~~eight~~ **EIGHT (8)** shall attend schools in their town of residence except as hereinafter provided.
- 11.2 The ~~Regional School~~ Committee may assign by a majority vote **MIDDLE SCHOOL STUDENTS** ~~students in grades six through eight~~ to a school in other than their town of residence ~~only~~ after a favorable majority vote at an annual or special town meeting on the part of both sending and receiving ~~towns~~ **MEMBER TOWNS** involved in such an assignment.
- 11.3 The ~~Regional School~~ Committee may determine by a majority vote to assign ~~elementary~~ **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 ~~town~~ **MEMBER TOWN** schools, ~~which is~~ subject to approval of the Superintendent.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 12

Recommended Change:

To amend **Section 12 Powers and Duties of the Regional District School Committee** by amending the first paragraph to read as follows:

Section 12 Powers and Duties of the ~~Regional District School~~ Committee

The ~~Regional District School~~ 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 ~~General Laws,~~ ~~Tercenary Edition of Massachusetts~~ and amendments thereto, the same to be exercised for and on behalf of the ~~Regional~~ District.

The ~~Regional District School~~ Committee, for and on behalf of the ~~Regional~~ 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 ~~Regional District School~~ 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 ~~Regional District School~~ Committee shall have authority to act on any and all matters, not inconsistent with existing law, which to the members, thereof deem advisable.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 13

Recommended Change:

To amend **Section 13 Organization of the Regional District School Committee** as follows:

Section 13 Organization of the ~~Regional District School~~ Committee

Within 10 days after election of membership, the ~~Regional District School~~ 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.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 14

Recommended Change:

To amend **Section 14 Amendments** as follows:

- 14.1 The Wachusett Regional School District Agreement shall be reviewed every ~~five~~ **FIVE (5)** years by the ~~Wachusett Regional School District~~ 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 ~~Boards of selectmen~~ **SELECTBOARDS** of the **MEMBER TOWNS**.
- 14.2 This Agreement may be amended by recommendation of the ~~Regional District School~~ 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 ~~town~~ **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).

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above and to add that the Agreement must be approved by the Commonwealth of Massachusetts Department of Education. Although some Member Town Selectboards had recommended that proposed changes to the Agreement should be able to come from Selectboards as well as the School Committee, the School Committee did not recommend that change to the Agreement at this time.

Section 15

Recommended Change:

To amend **Section 15 Incurring of Indebtedness** as follows:

- 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~~ **TWO-THIRDS (2/3)** majority of the registered voters in the ~~participating towns~~ **MEMBER TOWNS** voting on the question.
- 15.3 The vote on the incurring of debt shall be conducted at the option of the ~~Regional District School~~ 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 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 ~~\$50,000~~ **\$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 ~~Regional District School~~ Committee.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above and to change \$50,000 to \$100,000, as amended in 603 CMR 10.0 School Finance and Accountability.

Section 16

Recommended Change:

To amend **Section 16 Capital Expenditures from Surplus** as follows:

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 project, and provided two-thirds~~ **TWO-THIRDS (2/3)** of the members of the Committee voting on the question authorize said expenditure.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above and to remove the reference to \$250,000 to provide flexibility to the School Committee for use of surplus funds.

Section 17

Recommended Change:

To amend **Section 17 Lease of Schools** as follows:

17.1 The **MEMBER TOWNS** are hereby authorized and directed to lease to the ~~Regional School~~ 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 ~~Board of selectmen~~ **SELECTBOARD** for the **MEMBER TOWN** and shall provide for an initial term of ~~twenty~~ **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~~ **TWENTY (20)** years, at the option of the Committee. No rental shall be charged to the District by any of the **MEMBER TOWNS**.

- 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 ~~Board of selectmen~~ **SELECTBOARD** of the **MEMBER TOWN** and the ~~Regional School District~~ 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 ~~Board of selectmen~~ **SELECTBOARD** of the member town and the ~~Regional School District~~ 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~~-**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**.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 18

Recommended Change:

To amend **Section 18 Professional Staff/Personnel** as follows:

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 ~~regional school~~ District, then the financial obligation of the individual ~~town~~ **MEMBER TOWN** shall be limited to the difference in cost, if any, of the terminal benefit.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.

Section 19

Recommended Change:

To amend **Section 19 Effective Date and Jurisdiction** as follows:

- 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 ~~supercede~~ **SUPERSEDE** the Wachusett Regional School District Agreement most recently amended by vote of the **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**.

Rationale for Recommended Change:

The School Committee recommends that consistency throughout the Agreement be accomplished through the changes noted above.