

NARRAGANSETT REGIONAL SCHOOL DISTRICT

AGREEMENT PRE-K-12

(As Amended, 2004)

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NARRAGANSETT REGIONAL SCHOOL DISTRICT AGREEMENT

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REGIONAL AGREEMENT AS AMENDED IN 2004

The Agreement entered into pursuant to Chapter 71 of the General Laws, as amended, between the towns of Phillipston and Templeton in the Commonwealth of Massachusetts, hereinafter sometimes referred to as the “member towns”, is hereby amended in the year 2004¹, in its entirety to read as follows:

Section I. THE REGIONAL DISTRICT SCHOOL COMMITTEE

(a) Name and Composition

The district shall be called the Narragansett Regional School District. The regional district school committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight members, five of whom shall be residents of the Town of Templeton and three of whom shall be residents of the Town of Phillipston.

(b) Elected Members

(1) The members of the Committee shall be elected by all of the voters of the district at the annual town election of each of the member towns. The term of office of each elected member shall be three years and until his successor is elected and qualified. At the first annual district election following the effective date of this amended Agreement and at every annual district election thereafter, there shall be elected one member of the Committee from the Town of Phillipston and either one or two members of the Committee from the Town of Templeton as

¹ The original agreement was signed in 1955 and it was amended in 1977 – prior to the Education Reform Act of 1993, and further amended in 1998.

is necessary to maintain the membership of the Committee in accordance with subsection I (a).

(2) Any person who is a resident of a member town and is qualified to vote for town officers where he resides shall be entitled to have his name printed on the ballot to be used at an annual district election if, at least thirty-five days before the date for holding such election, he shall file with the registrars of voters in the town in which he resides a written statement of his candidacy and with it a petition signed by at least thirty-five persons who reside in one or more of the member towns and who are qualified to vote for town officers where they reside. The Committee shall furnish blank certificates and petitions which shall be in substantially the following form:

STATEMENT OF CANDIDATE

I (), on oath declare that I reside at (number if any) on (name of street) in the town of (); that I am qualified to vote for town officers therein; that I am a candidate for membership on the Narragansett Regional School District School Committee for a term of (three years) (years to fill a vacancy) to be voted for at the annual district election to be held on Monday, the ____ day of the month of _____, in the year _____, and I suggest that my name be printed as such candidate on the ballot to be used at said annual district election.

(Signed)

Commonwealth of Massachusetts,

ss.

Subscribed and sworn to on this _____ day of the month of _____, in the year _____ before me,

(Signed)

Justice of the Peace, or Notary Public

PETITION ACCOMPANYING STATEMENT OF CANDIDATE

Whereas (name of candidate) is a candidate for membership on the
Narragansett

Regional School District School Committee for a term of (three years) (years to fill a vacancy), we, the undersigned, whose residences are as shown below and who are each qualified to vote for town officers where we reside, do hereby request that the name of said (name of candidate) as a candidate for said office be printed on the ballot to be used at the annual district election to be held on Monday, the _____ day of the month of _____, in the year _____.

We further state that we believe him to be a good moral character and qualified to perform the duties of the office.

The petition, which may be on one or more papers, need not be sworn to. The registrars of voters of the member towns shall cooperate with one another for the purposes of determining the sufficiency of signatures on petitions and, shall deliver such petitions and candidates' statements with written indications of the registrars' determinations to the secretary of the district at least twenty-eight

days before the date for holding the annual district election. There shall not be printed on the ballot for use at such annual district election the name of any person as a candidate, unless he shall have filed, within the time herein prescribed, the statement and petition herein described.

(3) At least ten days before the date for holding the annual district election the secretary shall post in a conspicuous place in each town hall within the district the names and residences of the candidates who have duly qualified as such, as they are to appear on the ballots to be used at the annual district election, and shall cause the ballots which shall contain said names, with a designation of residence, and of the office and term of service, to be printed, and the ballots so printed shall be official and no others shall be used at the annual election, except as provided in clause (5) of this subsection. The names of candidates residing in each member town shall be arranged on the ballot alphabetically according to their surnames. There shall be printed on such ballots such directions as will aid the voter, as for example: "vote for one", "vote for not more than four", and the like.

(4) Annual district elections under this subsection shall be called by a warrant which shall be addressed to the residents of the member towns qualified to vote for town officers where they reside and signed by the chairman of the Committee and which shall set forth the date of the election, the polling places, which shall be not less than one in each member town, the hours at which the polls will be opened and closed and the number of members resident in each town who are to be elected. Notice of each election shall be given by posting a

copy of the warrant attested by the secretary in at least one public place in each member town and by publishing a copy thereof at least once in a newspaper of general circulation in the district seven days at least before said election. A certificate of the secretary shall be conclusive evidence of the posting and publication of the warrant. The number and location for the polling place, or places, in each member town shall be determined by the chairman of the Committee after consultation with the appropriate officials of such town; and the hours during which all the polls in the district are open shall be uniform throughout the district; provided, that they shall be opened not earlier than fifteen minutes before six o'clock in the forenoon nor later than twelve o'clock noon, and shall be kept open at least four hours, but in no event later than eight o'clock in the evening. The secretary shall be responsible for preparing the ballots used at the election, and the order of the names appearing thereon and any necessary instructions to voters shall be determined in accordance with clause (3) of this subsection. The election officials of each member town shall certify the results of the election to the Committee which shall tabulate such results at a meeting of the Committee; and the chairman of the Committee shall thereupon announce the names of the persons elected to membership on the Committee. Thereafter the certifications of the municipal election officials and the tabulations of the Committee shall be kept by the secretary with the records of the district. Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the secretary or by the municipal clerk of the town in which they reside, and in each case a record of such oath shall be made

and kept by the secretary or delivered to the secretary by such clerk. Except as provided herein the election shall be conducted in each member town in the same manner as town meetings for the election of town officers. The expenses of that part of an election under this section which is conducted in member town shall be borne by such town.

(5) Notwithstanding the provisions of clauses (1), (3) and (4) of this subsection, if in any event the annual district election is to coincide with elections in the Towns of Templeton and Phillipston in all respects as to polling places and hours of voting, the Committee may arrange with the appropriate officials of the towns for the official ballots used by the towns at such elections to also contain the instructions and names of candidates for election to membership on the Committee, and no separate ballot shall then be used for the election of Committee members.

(c) Vacancies

If a vacancy occurs among the members of the Committee, the remaining members of the Committee shall select another person who is a registered voter of the same member town as the former member of the Committee to fill the vacancy and to serve as a member of the Committee until the next annual district election. At such election a successor shall be elected to serve the balance of the unexpired term for which the former member was serving, if any.

(d) Organization

Within 7 days after the annual district election the regional district school committee shall organize and choose by ballot a chairman from its own

membership and appoint a treasurer and a secretary who may be the same person, but who need not be members of the committee. At such organization meeting or at any other meeting, the committee shall fix the time and place for its regular meetings and provide for the calling of special meetings, and may choose such other officers as it deems advisable and prescribe their powers and duties.

(e) Powers and Duties

Subject to the rights of superintendents and principals as set forth in Chapter 71 of the Acts of 1993 entitled "An Act establishing the Education Reform Act of 1993" (and amendments thereto), the regional district school committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Sections 16 to 16(I), inclusive of Chapter 71 of the General Laws of Massachusetts and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any applicable special law.

(f) Quorum

The quorum for the transaction of business shall be a majority of the full membership of the Committee, but a number less than the majority may adjourn.

Section II. TYPE OF REGIONAL DISTRICT SCHOOL

The regional school district shall include all grades from pre-kindergarten through grade twelve. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees.

therefore, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon.

Section III. LOCATION OF REGIONAL DISTRICT SCHOOLS AND LEASE OF SCHOOL BUILDINGS

- (a) All district schools shall be located within geographical limits of the District.
- (b) The Town of Phillipston is hereby authorized to lease to the regional school district all the premises and buildings presently know as the Phillipston Memorial School. ~~The Town of Templeton~~ is hereby authorized to lease to the regional school district all the premises and buildings known as the (1) Baldwinville Elementary School, (2) East Templeton School², and the (3) Templeton Center School. Each of the leases authorized above shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in all the grades of the District. Each of the leases shall contain a provision for the extension of the term thereof for an additional terms not in excess of twenty years each, renewable during the term at the option of the Committee by notice to the town at least one year prior to the expiration of the initial or any renewal term; and each lease shall contain provisions for termination of the lease as well as provisions for the Towns to reclaim their building. Each of the leases shall contain provisions authorizing the regional school district to improve, alter, remodel or modernize any of the leased buildings at its own expense. No rental shall be charged to the district by any of the member towns; however, the Committee shall bear all costs for insurance,

²The Otter River School is now the Templeton Town Hall and the Primary School Building has been sold.

maintenance and repair, utilities and other services; provided however that any single necessary repair or maintenance project to be undertaken in any fiscal year at an estimated or actual cost in excess of \$5,000 shall be considered a capital cost and paid solely and entirely by the Town in which the building is located. Each lease involving a member town shall be on such other terms as may be determined by the selectmen thereof and the Committee, who shall execute the lease for the member town and the regional school district, respectively. All original lease renewals shall be deemed ratified and approved and extending until 31 December 2007.

Section IV. APPORTIONMENT OF COSTS INCURRED BY THE DISTRICT

(a) For the purpose of apportioning assessments levied by the regional school district against the member towns, costs shall be divided into two categories: (1) capital costs and (2) operating costs.

(b) Capital costs shall include all expenditures relating to capital outlay, such as payment of the principal of and interest on bonds or other obligations issued by the regional school district to finance capital costs, and any other expenses associated with the acquisition of real estate, construction and improvement of buildings, grading, purchase of equipment and other activities incidental to placing in operation the original school plant and any subsequent additions and improvements thereto. Capital costs shall also include any payments of principal or interest on any outstanding or future bonds or other evidence of indebtedness issues by either Templeton or Phillipston to finance capital expenses in connection with the schools specified in subsection III (b) hereof.

(c) Operating costs shall include all other costs, such as salaries, wages, supplies, texts, repair and maintenance expenditures, interest on notes issued in anticipation of revenue and other costs incurred in the day-to-day operation of the regional district schools.

(d) Apportionment of Capital Costs

All Capital Costs in connection with any particular district school shall be apportioned among the member towns on the basis of each member town's pupil enrollment in such school. Each member town's share shall be determined by computing the ratio which its pupils enrollment in such school on the October 1 next preceding the first day of the fiscal year for which the apportionment is made bears to the total pupil enrollment from all the member towns in such school on that date. If there is no enrollment in such school on a regional basis on the aforesaid October 1, the apportionment of capital costs with respect thereto shall be made on the basis of the estimated pupil enrollments from each member town in such school on the aforesaid date had there been any enrollment, such estimate to be made by the Committee.

(e) Except as provided below and except when rulings or regulations of the Massachusetts Department of Education (or its successors) or applicable statutes or regulations adopted pursuant thereto require or permit³ otherwise, Operating Costs for each fiscal year shall be apportioned among the member towns on the basis of their respective pupils enrollments in the regional district

³ Notwithstanding these provisions, regulatory authorities will determine the required local contribution of the member towns; M.G.L. c. 71:16B provides that the member towns may elect to reallocate the sum of their required local contributions.

schools, including the schools referred to in subsection III b. Each member town's share for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district schools on the October 1 next preceding the first day of the fiscal year for which the apportionment is made bears to the total pupil enrollment from all the member towns in regional district schools has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in all grades from Kindergarten through grade twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

Section V. REGIONAL SCHOOL DISTRICT BUDGET AND PAYMENT BY THE TOWNS

(a) The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Education or its successor.

The regional school district's budgetary process and the timing of and method of appropriation of funds in regard thereto shall be governed by the provisions of G.L. c. 71 §16(m)⁴ and c. 71 §16B and other applicable provisions of G.L. c. 71 and any special laws relating thereto.

⁴ M.G.L. c. 71:16(m) provides that the School Committee shall have the power and duty:

To adopt an annual operating and maintenance budget for the next fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but not later than March thirty-first, provided that said budget need not be adopted prior to February first; provided, further, that a superintendent may, with the approval of a majority of the member communities, submit said budget for approval following the notification of the annual local aid distribution, so-called.

(b) The dates on or before which each member town shall pay its proportionate share of the capital and operating costs to the regional school district each year shall be as follows:

July 15	10% of such share
August 15	20% of such share
November 15	30% of such share
December 15	40% of such share
January 15	50% of such share
February 15	60% of such share
March 15	70% of such share
April 15	80% of such share
May 15	90% of such share
June 15	100% of such share

Section VI. NOTICE OF DEBT AUTHORIZATION

The regional school district shall incur debt in accordance with and as governed by G.L. c. 71 §16 and any other applicable provisions of G.L. c. 71 and special laws relating thereto.

Each member town shall pay to the district its proportionate share of capital costs that consist of payments of principal and or interest on bonds or notes issued by the district not later than thirty days before the date on which each payment of such principal or interest is payable by the district, but not earlier than July 1 in any year.

Section VII. TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned among the member towns as an operating expense.

Section VIII. AMENDMENTS

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the district then outstanding, or the rights of the district to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the district and the reapportionment accordingly of that part of the costs of land acquisition and construction represented by bonds or notes of the district or by bonds or other evidence of indebtedness of Templeton or Phillipston which were issued to finance capital expenses in connection with the schools specified in subsection III (b) hereof 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. Any such proposal for amendment shall be presented to the secretary of the regional district school committee who 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 received and shall enclose a copy of such proposal. The selectmen in each member town shall include in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or substance thereof. Such amendment shall take effect upon its acceptance by each of the member towns at such next annual or special town meeting.

Section IX. ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted under and in accordance with Section VIII above, 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.

Section X. WITHDRAWAL

(a) Any member town may petition to withdraw from the regional school district under terms stipulated in a proposed amendment to the agreement provided (1) that the town seeking to withdraw has paid over to the regional school district any operating costs for which it became liable as a member of the district, and (2) that said town shall remain liable to the district for its share of the indebtedness other than temporary indebtedness incurred in anticipation of revenue, 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, except the such liability shall be reduced by any amount which such town had paid over at the time of withdrawal and which has been applied to the payment of such indebtedness and interest.

(b) Said petitioning town shall cease to be a member town if the proposed amendment is approved by the regional district school committee and accepted by the petitioning town and each of the other member towns, acceptance by the

petitioning town and by the other member towns to be by majority vote at an annual or special town meeting.

(c) Money received by the district from the withdrawing town for payment of funded indebtedness and interest thereon shall be used for this purpose only.

Section XI. TUITION STUDENT

The regional district school committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis and on such terms as it may determine.

Section XII. ASSIGNMENT OF PUPILS

Pupils shall be assigned by the Superintendent of Schools, who shall take into account but not be bound by any recommendations of the School Committee, consistent with the Educational Reform Act of 1993; provided that any time the assignment of students results in more than 10% of the pupils of the whole school being from out of town, then that reassignment shall require a 7th/8th School Committee vote in favor. So called "School Choice" students shall be exempt from this requirement.

Section XIII. CONFLICTS

Whenever there is a conflict between the express terms of this agreement and any state or federal law or educational regulation to the contrary, the law or regulation shall prevail.

Section XIV. REVIEW

Five (5) years from the effective date of this Amended Agreement, and every five years thereafter, the School Committee shall itself review and/or

appoint an advisory committee to study and recommend amendments to this Agreement; however, the failure to do so shall not affect the validity of this agreement.

Section XV. EFFECTIVE DATE AND JURISDICTION

This amended agreement shall take effect, except as provided below, on the first day of the month of _____ in the year 2004, if prior to that date the Towns of Phillipston and Templeton at town meetings held in each town have voted affirmatively on this amended agreement, and shall thereupon supersede the district agreement executed as of January 26, 1955 as amended through 1975.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, the day and year first above written.

NARRAGANSETT REGIONAL SCHOOL DISTRICT

Signed By:



CHAIR OF THE NARRAGANSETT REGIONAL
SCHOOL COMMITTEE

INHABITANTS OF THE TOWN OF TEMPLETON

Signed By:



CHAIR OF THE BOARD OF SELECTMEN

INHABITANTS OF THE TOWN OF PHILLIPSTON

Signed By:



CHAIR OF THE BOARD OF SELECTMEN