

Nashoba Regional School District Agreement



Bolton

Lancaster

Stow

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NASHOBA REGIONAL SCHOOL DISTRICT AGREEMENT

(1994, Amended 2003, Amended 2023)

General Information

This agreement is formed pursuant to Chapter 71, Sections 14-16I of the Massachusetts General Laws (“M.G.L.”) for the purposes of forming the Nashoba Regional School District (the “District”) among the towns of Bolton, Lancaster, and Stow (the “member towns”).

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

Governance

Section I. TYPE OF DISTRICT

The District is a regional school academic district and shall provide educational programs for public school students who reside in the members towns and who are attending grades pre-kindergarten (pre-k) through grade twelve (12).

Section II. THE REGIONAL SCHOOL DISTRICT COMMITTEE

- A. Composition. The powers and duties of the District shall be vested in and exercised by a District school committee (“the Committee”). The Committee presently consists of eleven (11) seats: three (3) from the town of Bolton, four (4) from the town of Lancaster, and four (4) from the town of Stow.
- B. Ten-Year Population Review. The population of each member town shall be determined every ten (10) years using the federal decennial census. The census will then be reviewed by the Committee to determine if the number of Committee members from each member town is in compliance with the one person/one vote principle. If population changes in any member towns require an adjustment in the number of members to be elected to the Committee, such adjustment shall be proposed as an amendment to this Agreement pursuant to Section XII.
- C. Election. At the annual town election, registered voters in each member town shall elect the Committee member(s) from their town. Each Committee member must throughout their term reside in the town which the member represents, and upon their removal from such town their seat on the Committee shall be deemed vacant.
- D. Term. Each Committee member is elected for a term of three (3) years. Said term will begin at the annual organizational meeting held in June as outlined in Section III.A. Each three year term will conclude at the time that the next term begins.

- E. Vacancy. When a vacancy on the Committee occurs between elections for any reason, the Select Board of the member town involved and the remaining members of the Committee from that town share the responsibility for filling it. The Committee will notify the Select Board within 30 days of the vacancy's occurrence. The Town Select Board will officially and publicly announce the vacancy. After two weeks' notice, so that voters of the town may have the opportunity to state their candidacy in writing to the Select Board, and within a month of the vacancy's announcement, the Select Board and Committee members of the member town will meet to fill the vacancy by ballot vote. To be elected, a candidate must receive a majority of the votes of the officials entitled to vote. The person elected will fill the seat on the committee until the next town election, at which time a member will be elected to serve the remainder of the term, if any.

Section III. ORGANIZATION OF THE COMMITTEE

- A. Organizational Meeting: Every June, the Committee will conduct an organizational meeting to elect from its membership a chairperson and a vice chairperson by ballot vote. Both the chairperson and vice chairperson will hold their respective offices for a term of one year or until a successor is elected. In the event the previous Chair and Vice-Chair are no longer members of the School Committee, the senior member (years served) will act as the Chair Pro-Tem. The election will proceed as follows: Nominations for the office of chairperson will be made from the floor by any member of the Committee without the need to be seconded. The chairperson will be elected by a majority ballot vote of the members present and voting. If no nominee receives a majority vote, the election will be declared null and void and nominations will be reopened, and a new election shall be taken by ballot until the Committee successfully elects a chair by a majority ballot vote. Upon election, the elected chairperson will preside, calling for the election of a vice chairperson using the same procedures. The Committee will also appoint a secretary and a treasurer who may be the same person but need not be members of the Committee, per M.G.L. c. 71, § 16A. Following election and appointment of officers at its organizational meeting, the Committee may proceed into such regular or special business as scheduled on the agenda.
- B. Quorum: A majority of the committee members, excluding vacancies, will constitute a quorum. A number smaller than a quorum can adjourn a meeting.
- C. Officer Vacancy. Any vacancy in the office of chairperson and vice chairperson that occurs between the annual organizational meetings will be filled by a member elected by the Committee according to the procedure outlined in Section IIIA. The election will follow the procedures above and occur no later than 60 days after the creation of the vacancy. Any vacancy in the office of secretary or treasurer that occurs between the annual organizational meetings will be filled by a member appointed by the Committee according to the procedure outlined in Section IIIA. The appointment will follow the procedures above and occur no later than 60 days after the creation of the vacancy.

Section IV. POWERS AND DUTIES OF THE COMMITTEE

- A. Powers. The Committee is the governing board of the District. The Committee has autonomous authority, within limitations established by law, to carry out the educational policies of the state. The 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 MGL Chapter 71, Section 14 to 16I, inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general law or in any applicable special law.
- B. Duties. The duties of the Committee include but are not limited to:
1. Legislative policymaking. The Committee is responsible for the development of policy as guides for administrative action and for employing a Superintendent who will implement its policies.
 2. Appraisal. The Committee is responsible for evaluating the effectiveness of its policies and their implementation.
 3. Provision of financial resources. The Committee is responsible for adoption of a budget that will enable the school system to carry out the Committee's policies.
 4. Public relations. The Committee is responsible for providing adequate and direct means for keeping the local citizenry informed about the schools and for keeping itself and the school staff informed about the needs and wishes of the public.
 5. Educational planning and evaluation. The Committee is responsible for establishing educational goals and policies that will guide the Committee and staff for the administration and continuing improvement of the educational programs provided by the School District.
 6. Appointment of Superintendent. The Superintendent shall be appointed by vote of the Committee and shall directly report to the Committee as provided by law and perform all the duties that are prescribed by law and such other duties, not inconsistent therewith, as a majority of the Committee may direct.
 7. Review of Regional Agreement. At least every five years, the Committee will undertake a formal review of the terms of this Agreement. Proposals for amendments to this Agreement will be processed consistent with Section XII.

School Buildings

Section V. BUILDING LOCATIONS AND LEASES

- A. Location of Schools. Any school serving students from multiple District towns shall be located as near as feasible to the geographic centers of the population said school serves. Any new school constructed for the purpose of accommodating students primarily from a particular member town shall be located in that town.
- B. District Central Office. The Committee shall establish and maintain within the District a central office for the transaction of its business. Such central office currently is located in the Emerson School building in Bolton, as described in Section V.C.
- C. Leases. The Town of Bolton is hereby authorized to lease to the District all the premises and buildings presently known as the Emerson School (including the 1952 + 1972 sections) and the Florence Sawyer School. The Town of Lancaster is hereby authorized to lease to the District all the premises and buildings presently known as the Mary Rowlandson Elementary School and the Luther Burbank Middle School. The Town of Stow is hereby authorized to lease to the District all the premises and buildings presently known as the Hale School and the Center School.

Each of the leases authorized above shall be for a term not in excess of twenty (20) years. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty (20) years, renewable at any time during the term, at the option of the Committee. The terms of each lease commenced on July 1, 1994 and were extended on July 1, 2006 to the year 2026. Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter, or remodel any of the leased buildings. The Committee will have general charge and superintendence of the leased school buildings.

In the event of withdrawal of any of the member towns from the District, the leases of that withdrawing town shall be terminated at the time of such withdrawal, except with respect to the lease governing the District's central office. Each lease involving a member town shall be on such other terms as may be determined by the Select Board thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

New school facilities not owned by the District and built by member towns shall be subject to the leasing terms as outlined above. When facilities are no longer used for educational purposes as determined by a vote of the Committee, the lease for that facility is terminated.

- D. Emergency Building Use. In the case of an emergency situation (*e.g.*, a flood) in a building in one member town when students and staff need to be moved for any time period, the students and staff will be moved to another school building in that member town. If moving to another school building in the member town is not feasible, the Superintendent or their designee shall have authority to move the students to another building on a temporary basis. Any move that exceeds thirty days must be approved by the Committee.

Budget Preparations and Related Matters

Section VI. DISTRICT BUDGET

In accordance with M.G.L. c. 71, § 16B and regulations promulgated by the Department of Elementary and Secondary Education, and giving due consideration to the financial constraints imposed upon the member towns by M.G.L. c. 59, § 21C (“Proposition 2½”), the Committee shall annually adopt a District budget.

Consistent with M.G.L. c. 71, § 38N, the Committee shall hold a public hearing and adopt by a 2/3rds vote its proposed annual budget by March 15 for the upcoming fiscal year.

Prior to the public hearing on the proposed budget, the Committee shall convene a financial roundtable with representatives from the District and representatives designated by the member towns for the purpose of sharing financial circumstances and the proposed annual budget.

The apportionment of costs appearing in the budget will be calculated consistent with Section VII of this Agreement. The District’s budget shall be voted at the member towns’ annual town meetings. An affirmative vote of two of the three member towns is required to pass the District’s budget.

Section VII. APPORTIONMENT OF COSTS INCURRED BY THE DISTRICT

- A. **Classification of Costs.** For the purpose of apportioning costs assessed by the District to the member towns, costs shall be divided into two categories: operating costs and capital costs.
- B. **Operating Costs.** Operating costs shall include all costs not included in capital costs, as defined in Section VII.C 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.** Pursuant to M.G.L. c. 70, § 6 and 603 CMR 41.01, 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 of Elementary and Secondary Education; (b) the member’s share of that portion of the District’s net school spending, as defined by M.G.L. c. 70, § 2, that exceeds the total required local contributions for all members; and (c) the member’s share of costs for transportation and all other expenditures (exclusive of capital costs as defined under Section VII.C below) that are not included in the District’s net school spending.
 2. A member’s share of (b) and (c) above will be calculated on the basis of “foundation enrollment” as defined in M.G.L. c. 70, § 2 based upon a five-year rolling average. That is, for any fiscal year, a member will pay the same percentage of (b) and (c) above as that member’s foundation enrollment for the preceding five years when the foundation enrollment figures for those five years are averaged.
- C. **Capital Costs.** Capital costs shall include capital outlay appearing in the 7000 DESE function codes. Without limiting the generality of the preceding sentence, the following shall be classified as capital costs: the costs of acquiring land; the costs of constructing,

reconstructing, and adding to buildings; the costs of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the costs of the 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 and related premises in operating condition. Capital costs also include principal and interest debt service. Instructional capital expenditures which qualify under net school spending are not included under capital costs and instead are included as an operating cost.

1. Capital Plans. The District shall develop a five-year capital plan for each school building that will be provided to each member town by January 1. This plan shall include: capital item descriptions, estimated costs, and the projected useful life.
2. Assessment of Capital Costs for the High School. Capital costs (including debt service on bonds or notes issued by the District to finance capital costs) related to the high school shall be apportioned on the basis of each member town's student enrollment in said school on October 1. If there is no enrollment in such school on the aforesaid October 1, the apportionment of capital costs with respect thereto shall be made on the basis of the estimated student enrollment from each member town in such school on the aforesaid date had there been any enrollment; such estimate to be made by the Committee.
3. Assessment of Other District-wide Capital Costs: Capital costs (including debt service on bonds or notes issued by the District to finance capital costs) related to other District-owned buildings and district-wide capital assets shall be apportioned in the same manner as operating costs per Section VII.B.2.
4. Capital Costs for Leased Buildings: Capital costs of \$10,000 or more (including debt service on bonds or notes issued by the member town to finance capital costs) related to a building owned by one member town will be the sole responsibility of such member town. Capital costs under \$10,000 related to a building owned by one member town will be assessed by the District to such member town.
5. Payment of Apportioned Costs. Payments of one-quarter of each member town's total apportioned costs to the District, including indebtedness, shall be made on the first day of each February, May, August, and November.

Section VIII. INCURRING OF DEBT

- A. Power to Incur Debt. Except as provided by Section VIII.C below, the District may borrow under M.G.L. c. 71, §16(d) and any other applicable general or special law now or hereafter in effect. No debt may be incurred until authorized in accordance with M.G.L. c. 71, §16(d) or pursuant to the provisions of any other applicable general or special law now or hereafter in effect. The Committee may, by a vote of two-thirds of all of its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns pursuant to the provisions of M.G.L. c. 71, §16(n) rather than pursuant to the provisions of M.G.L. c. 71, §16(d).
- B. Notice of Debt Authorization. Pursuant to M.G.L. c. 71, §16(d), not later than seven (7) days after the date on which the Committee authorizes the incurring of debt (other than temporary debt in anticipation of revenue to be received from any other source), the Committee shall cause written notice of the date of said authorization, and the general purposes for authorizing such debt, to be given to the Select Board of each participating town.
- C. Debt for Capital Costs in One Member Town. Incurring of indebtedness for capital costs for school property and facilities to serve students from one member town shall be by vote of the voters of the member town so served, at an annual or special town meeting, and said indebtedness shall be incurred by the member town so served and not the District.

Section IX. TRANSPORTATION

Transportation of students to and from school shall be provided by the District and the cost thereof, after deduction of any state transportation reimbursement, shall be apportioned to the member towns as an operating cost.

Section X. EXCESS AND DEFICIENCY FUND

The District will maintain a so-called "Excess and Deficiency Fund" which shall be administered consistent with directives from the Department of Revenue and with the terms of M.G.L. c. 71, § 16B½.

Section XI. AUDITS AND AUDIT ADVISORY COMMITTEE

- A. Mandated Annual Audit. Pursuant to M.G.L. c. 71, § 16A, the Committee shall solicit proposals and contract with an independent public accountant to perform an annual financial audit and make management recommendations, and shall receive the audit report in public session. Copies of the audit report shall be provided within 10 days to the director of accounts, Select Boards, and Town Administrators.
- B. Five-Year Forensic Audit. The Committee shall solicit proposals and contract with an independent public accountant to perform a forensic financial audit of the District's financial affairs and operations every five (5) years and at other times at the discretion of the Committee by majority vote.

C. Audit Advisory Committee.

1. Membership. The Committee shall create an Audit Advisory Committee consisting of four (4) voting members: one (1) from each member town appointed jointly by the Select Board and Finance Committee of that member town, and one (1) voting member appointed by the Committee, who shall not be a member of the District's administration. Each member must be independent of the financial reporting system of the District and should possess a reasonable level of financial literacy. The Audit Advisory Committee shall review the District's reporting process and audit(s), both financial and compliance.
2. Powers and Duties. The Audit Advisory Committee shall:
 - a. Establish an understanding of the District's financial reporting system through meetings and interviews with the District's management and individual interviews with members of the District's financial reporting department. The Audit Advisory Committee will also have the authority to request financial reports from the business office of the District showing detailed financial transactions, actual expenditures against budgets, summaries of all "off budget" financial operations, all liabilities incurred or anticipated, and balances of all bank accounts.
 - b. Recommend to the Committee the hiring of the accounting firm that audits the financial affairs of the District. The Audit Advisory Committee will recommend the scope of any audits performed, shall meet with the auditors throughout the auditing process, and will receive any reports prepared by auditors when available to the District and Committee.
 - c. Recommend to the Committee each year the amount of money required for auditing activities, and will recommend to the Committee expenditures from the auditing budget line item.
 - d. Report annually, after receiving the annual audit, or at other times it may deem appropriate, to the full Committee on the adequacy of the financial reporting system, outcomes of the annual audit, and its recommendations for any changes in procedures. In addition, the Audit Advisory Committee will conduct, at least annually, a public session designed to inform the citizens of the member towns about the District's financial health.
 - e. Recommend to the Committee the hiring of the accounting firm to perform a forensic financial audit. The Audit Advisory Committee will recommend the scope of the forensic financial audit to be performed, may meet with the auditors throughout the auditing process, and will receive any reports prepared by auditors when available to the District and Committee. Report, after receiving the results of the forensic financial audit, to the full Committee on the outcomes of the forensic financial audit.

Amendment Procedures and Changes in District Membership

Section XII. AMENDMENTS

- A. **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 XIII), and except a proposal for amendment providing for the admittance of a new member (which shall be acted on as provided in Section XIV) and except a proposal for amendment that changes the composition of the Committee (which shall be acted upon as provided in Section XII.B), may be initiated either 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 either case, such proposed amendment must be approved by majority vote at an annual or special town meeting in each of the member towns in the District and by the Commissioner of Elementary and Secondary Education (Commissioner).
- B. **Amending the Composition of the Committee.** Any proposal for amendment changing the composition of the Committee may be initiated either 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 either case, such proposed amendment must be approved by majority vote at an annual or special town meeting in 2/3rds of the member towns in the District and by the Commissioner of Elementary and Secondary Education (Commissioner).
- C. **Limitation.** 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 terms 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.

Section XIII. WITHDRAWAL OF TOWNS FROM THE DISTRICT

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) fiscal years prior to the desired date of withdrawal. Approval of the Commissioner must occur by the preceding December 31st for the withdrawal to be in effect the following July 1, consistent with 603 CMR 41.03.
- 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 set forth in paragraph A above, will submit to the Commissioner of Elementary and Secondary 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; (3) other continued liabilities like OPEB, pensions, legal costs, etc.; and (4) 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 on or before December 31st of the preceding year consistent with 603 CMR 41.03, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in a majority of 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 XIV. ADMISSION OF TOWNS TO THE DISTRICT

- A. Additional towns may apply for admission to the District, although no admission will occur on a date other than July 1 of a given year. Towns applying for admission must submit to the Committee and Commissioner a Long-Range Education Plan consistent with 603 CMR 41.02(2). The Committee will then formulate an amendment to this Agreement, setting forth the terms upon which the new member will be admitted. Without limitation, such terms will include “buy-in” payments by the new town to reflect capital costs that have previously been incurred by the member towns, and an ongoing assessment for existing debt service. No admission of a new town will occur unless the amendment to the Agreement is approved by majority vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking admission and in each of the other member towns. Approval of the Commissioner must occur by the preceding December 31st consistent with 603 CMR 41.03. No admission of a new town will become effective less than one full fiscal year after the completion of these requirements.

FINAL PAGE:

RECORDING OF EACH TOWN'S MEETING VOTE AND DATE

SIGNATURE OF COMMISSIONER OF EDUCATION AND DATE