

**AGREEMENT BETWEEN THE TOWNS OF WILBRAHAM AND HAMPDEN, MASSACHUSETTS WITH  
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT (R)  
AS AMENDED**

**PREAMBLE**

The residents of Hampden and Wilbraham join together to form the Hampden-Wilbraham Regional School District, a unified school system with a commitment to providing equity and excellence in school programs in grades kindergarten through twelve. Elementary and middle school students will continue to be educated in their own communities, subject to requirements of the Commonwealth of Massachusetts, now and in the future. School Councils will play an important role, assisting in the development and implementation of the educational goals of the District. The Hampden-Wilbraham Regional District School Committee is committed to maintaining visibility and access to central administration and regional school committee members to residents of both towns. Our collective efforts will make the available resources more effective for the education of all our children.

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Wilbraham and Hampden, hereinafter referred to as Member Towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I**

**MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE**

**A. Composition**

The Hampden-Wilbraham Regional School District School Committee (the Committee) shall consist of seven members, two of who are residents of the town of Hampden, and five of whom are residents of the town of Wilbraham. The Committee shall serve for a term of membership and may exercise any power not inconsistent with federal, state or local statutes, regulations, by-laws, or ordinances or the published decisions of the federal or state appellate or supreme courts of competent jurisdiction.

**1) Interim Committee**

Effective January 1, 1994 through June 30, 1994, a fifteen member Interim Regional District School Committee comprised of the members of the Hampden, Wilbraham, and Hampden-Wilbraham Regional School Committees shall have jurisdiction over all issues which will impact upon operation of the Hampden-Wilbraham Regional School District as of July 1, 1994. The votes of the Interim Committee members shall be weighted in proportion to the 1993 town census, as certified by the Town Clerk of each Member Town, in order to comply with a one person, one vote principle. The Hampden School Committee (K-8), Wilbraham School Committee (K-8), and Hampden-Wilbraham Regional School Committee (9-12) will retain jurisdiction over all other matters pertaining to the operation of the schools as allowed by Massachusetts law.

**2) Permanent Committee**

The seven individuals comprising the Permanent Committee shall be elected by each Member Town at its annual town election to serve on the Regional District School Committee. The Towns of Wilbraham and Hampden shall, in their annual town elections, elect five and two Regional District School Committee members, respectively, to staggered terms. In order that the terms will be staggered, the first (and only the first) election of Regional District School Committee members shall elect one Wilbraham member to a one-year term, two Wilbraham Members to two-year terms and two Wilbraham members to three year terms; and shall elect one Hampden member to a two-year term and another Hampden member to a three-year term. After the first election, every candidate for the office of Regional District School Committee will run for election to serve for a three-year term of office to begin no earlier than July 1 in the year in which they are elected, and until their successors are duly elected and qualified. Each member shall be entitled to one vote at all committee meetings. In compliance with the Supreme Court decision of

the one person, one vote principle, the voting weight of each member will be reviewed every five years. The review will compare the voting ratio to each town census as certified by the Town Clerk in each Member Town.

#### B. Vacancies

If a vacancy occurs during any school committee's term of office, the remaining members of the school committee and the selectmen of the town from which the former members was elected shall meet within thirty days to appoint a member to serve until the next annual town election, at which annual town election a successor shall be elected to serve for the balance of the unexpired term. Should the vacancy occur ninety days or less before the next annual town election, the position will remain vacant until the next election.

#### C. Organization

At its first meeting after the election and qualification of Regional District School Committee members, and annually thereafter, the said Committee shall organize and choose by ballot a Chairperson from its membership. At the same meeting, the Committee shall appoint such officers as required by law and other such officers as they deem advisable, determine the terms of office of the officers except that of the Chairperson who shall be elected annually as provided above, prescribe the duties and powers of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings according to local and state statutes; and take any other action of an organizational nature which it deems necessary and appropriate in the implementation of its duties.

#### D. Powers and Duties

In addition to the powers conferred and the duties imposed by this Agreement, the Committee shall have all the powers and duties now or hereafter conferred and imposed by law upon the District including, without limitation, the powers and duties specified in Section 16 to 161, inclusive, of Chapter 71 of Massachusetts General Laws (Ter.Ed.) and any amendments thereof or additions thereto to the extent to which such powers and duties conferred and imposed by Agreement do not conflict with Massachusetts law.

## **SECTION II**

### **TYPE OF REGIONAL DISTRICT**

The Regional District shall include all grades kindergarten through grade twelve, inclusive, and also consist of grades or programs antecedent to kindergarten as may be required by statute, or as may be authorized by statute and established by the Committee. The Committee is hereby authorized, at its discretion, to establish and maintain state-aided vocational education, acting as trustee therefor, 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 THE SCHOOLS**

#### A. High School

Residents of the Member Towns in grades nine through twelve will attend school at the Minnechaug Regional High School, presently located at 621 Main Street, Wilbraham, Massachusetts 01095.

#### B. Elementary and Middle Schools

Subject to the provisions of this section and barring requirements now or in the future by the Commonwealth of Massachusetts to the contrary, all residents of the Member Towns in grades kindergarten through eight, inclusive will receive their education in facilities located in their respective towns, except as hereinafter provided.

- 1) Students with special needs receiving services under the provisions of Chapter 71-B of the General Laws, as amended, shall attend schools within the District as designated by the Committee.
- 2) Students may also be accommodated in other schools within the District when approved by the child's parents and the School Committee provided that the committee determines that such an assignment or reassignment is prudent, can be accomplished, and is in the best interest of the student.
- 3) Students in grades K-8, inclusive, may be reassigned to schools outside their respective towns when, in the judgment of the Committee, there is a temporary need to reassign students when damage to a physical plant renders a facility unusable, in whole or in part, for its intended purposes.

#### C. Outside Enrollment

The Committee may accept for enrollment in the district students from towns other than the Member Towns in accordance with the Massachusetts General Laws.

#### D. Vocational Students

Any student residing in a Member Town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law. The cost of tuition for attending such a school and the cost of transportation, when necessary, shall be assessed by the Hampden-Wilbraham Regional School District upon the town wherein the student resides, providing, however, that the District does not offer the vocational courses.

### **SECTION IV**

#### **APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT**

##### A. Classification of Costs

For the purpose of apportionment to the Member Towns, all costs of the District shall be classified as capital costs or operating costs.

##### B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' or consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operation condition. Capital costs shall also include payment of principal and interest on bonds or other obligations issued by the District to finance capital costs.

##### C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in Section IVB, but including interest on temporary notes issued by the District in anticipation of revenue.

##### D. Apportionment of Capital Costs

- 1) Capital costs incurred for the Minnechaug Regional High School and/or any other building owned by the Hampden-Wilbraham Regional School District, whether incurred in connection with construction of an addition to or the remodeling of or the making of extraordinary repairs, shall be apportioned as hereinafter provided, namely,

- a) Payment of principal and interest on notes or other obligations issued by the District to finance such capital costs shall be apportioned to the Member Towns on the basis of their respective pupil enrollments in said building owned by the Regional School District. Each Member Town's share shall be determined by computing the ratio, which that town's enrollment in said building on that date on which the Committee votes to authorize such bonds or other obligations bears to the total pupil enrollment in said building. The ratio shall not be changed during the period in which such bonds or other obligations are outstanding except as provided in Section VII.
  - b) All other capital costs shall be apportioned to the Member Towns on the basis of their respective enrollments in buildings owned by the Regional School District. Each Member Town's share shall be determined by computing the ratio which that town's pupil enrollment in said buildings on October 1 next preceding the date on which such apportionment is determined bears to the total pupil enrollment in said buildings.
- 2) All capital costs incurred after those incurred in connection with the school bonds issued November 1, 1970, whether or not incurred in connection with construction of an addition or the remodeling of or making of extraordinary repairs to said initial school building or additional school buildings or incurred in connection with the construction of additional school buildings, shall be apportioned as hereinafter provided: namely, payment of principal of and interest on bonds or other obligations issued by the District to finance such capital costs shall be apportioned to the Member Towns on the basis of their respective pupil enrollments in the buildings owned by the Regional School District. Each Member Town's share of the annual installment of principal and interest shall be determined by computing the ratio which that town's pupil enrollment in the said buildings owned by the Regional School District on October 1 next preceding the date on which the principal repayments and the interest payments are to be assessed to the Member Towns in respect to such bonds or other obligations bears to the total enrollment from all Member Towns in the said buildings of the Regional School District. Each Member Town's share shall be determined by computing the ratio which that town's pupil enrollment in the said building of the Regional School District on October 1 next preceding the date on which such apportionment is determined bears to the total pupil enrollment for all Member Towns in the said buildings of the Regional School District on October 1 of any other applicable years referred to in Section IV, Paragraph D, 2(a) and 2(b) above. Pupil enrollment shall be the number of pupils attending such buildings residing in each Member Town and receiving education at such town's expense on October 1 of the applicable year.
  - 3) All expenses in the nature of capital outlay for the leased elementary and middle schools such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost 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 as well as payment of principal and interest on bonds, notes or other obligations issued by a Member Town(s) to finance capital costs shall be the responsibility of the town(s) in which the elementary and/or middle school(s) is located.

#### E. Apportionment of Operating Costs

Operating costs for the first fiscal year beginning July 1, 1994 of the Regional School District and for every fiscal year thereafter shall be apportioned to the Member Towns on the basis of their respective pupil enrollments as of October 1, 1993. Each Member Town's share for each succeeding fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the Regional School District on October 1 of the year in which the apportionment is determined bears to the total pupil enrollment from all Member Towns in the Regional School District on the same date, unless superseded by state law.

#### F. Time of Payment of Apportioned Costs

Each Member Town shall pay its annual proportionate share of the capital and operating costs to the Regional School District each year in four equal installments not later than the first day of September, December, April, and June.

## SECTION V

### TRANSPORTATION

School transportation shall be provided by the Regional School District and the cost thereof shall be apportioned to the Member Towns as an operating cost.

## SECTION VI

### ADMISSION/WITHDRAWAL OF TOWNS

#### A. Additional Towns

By an amendment of this Agreement adopted under and in accordance with Section VII below, 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 provision of law as may be applicable and such terms as may be set forth in such amendment.

#### B. Towns Desiring to Withdraw

Any Member Town may, by vote at an annual or special town meeting, petition to withdraw from the District on June 30th of the year named in the vote, but not sooner than the second June 30th following the date of said vote, under terms to be stipulated in a proposed amendment to this Agreement and subject to the provisions of Section VII except as otherwise provided herein, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District 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, except that such liability shall be reduced by any amount which such town has paid over the time of withdrawal and which has been applied to the payment of such indebtedness. Pursuant to such vote, the town seeking to withdraw shall give at least one year's written notice to the District of its intention to withdraw.

#### C. Procedure for Withdrawal

Thereupon, the Regional District School Committee shall draw up and initiate an amendment to the Agreement providing for the withdrawal of the petitioning town. The town seeking to withdraw shall cease to be a Member Town if the proposed amendment is then approved in the following manner and order (1) by a vote of the town seeking to withdraw and (2) by a vote of a majority of the remaining Member Towns.

#### D. Share of Debt

The withdrawing town's annual share of any future installment of principal and interest on obligations incurred under subsection 2(1) of Section IVD and outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining Member Towns in the manner provided in Section IVD.

#### E. Restructuring of School Committee

Upon the effective date of withdrawal the terms of office of all members serving on the Regional District School Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly.

#### F. Fiscal Procedures

Money received from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$100,000,000.

## SECTION VII

### AMENDMENTS

#### A. Limitation

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 capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon. An amendment may address, but not be limited to, membership of the Regional District School Committee, type of regional district, location of the schools, apportionment and payment of costs incurred by the District, transportation, admission and withdrawal of towns, budget process and timeline, incurring of debt, employment of school personnel and jurisdiction.

#### B. Procedure

A proposal for amendment may be initiated by a majority vote of all the members of the Regional District School Committee. 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 the substance thereof. Such amendment shall take effect upon its acceptance by all of the Member Towns.

## SECTION VIII

### BUDGET

#### A. Initial Budget

By April 1, 1994, the Committee shall prepare an operating and maintenance budget, covering expenses, for the fiscal year beginning July 1, 1994. Copies of such proposed budget shall be submitted to the chair of the finance or advisory committee of each Member Town or, if there is no finance or advisory committee in a Member Town, to the chair of the board of selectmen of such town for its consideration. A budget shall be adopted by the Regional District School Committee not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned between the Member Towns according to the provisions in Section IV hereof. The treasurer shall certify to each Member Town its respective share of said budget. The sums thus certified shall be payable forthwith by each Member Town to the Committee but only from funds which may be or may have been appropriated by each Member Town for such purpose, if any.

#### B. Tentative Maintenance and Operating Budget

On or before January 1 of each ensuing year, the Committee shall prepare a tentative maintenance and operating budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the Member Towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses and such other classifications as may be necessary:

1. Administration (1000 series)
2. Instructional Services (2000 series)

3. Other School Services (3000 series)
4. Operation and Maintenance of Plant (4000 series)
5. Fixed Charges (5000 series)
6. Community Services (6000 series)
7. Acquisition, Improvement, and Replacement of Fixed Assets (7000 series)
8. Debt Retirement and Service (8000 series)
9. Programs With Other School Systems (9000 series)

Copies of such tentative budget shall be mailed to the chair of the finance or advisory committee of each Member Town: or if there is no finance or advisory committee in a Member Town, to the chair of the board of selectmen of such town.

#### C. Final Maintenance and Operating Budget

The Committee shall on or before March 1 in each year adopt an annual maintenance and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IVD and IVE. The amounts so apportioned for each Member Town shall, prior to April 1 of each year preceding the fiscal year to which said budget related, be certified by the district treasurer to the treasurers of the Member Towns.

### SECTION IX

#### OTHER

##### A. Lease of the Present Member Schools

The District shall lease from each Member Town the buildings, facilities, and/or grounds included in the list below. The District shall enter into written leases of the elementary schools and middle schools, which shall include contracts for services. Each lease shall be for a term not to exceed twenty (20) years at an annual rate of \$1.00 or such other rental fee as agreed upon by the signatories to the lease. This amount shall be paid in equal quarterly payments on September 1, December 1, April 1, and June 1 of each year. The leases may contain provisions for an extension in accordance with the provisions of Section 14C of Chapter 71 of the Massachusetts General Laws, as amended. The District shall administer all expenses for maintaining and operating such buildings, facilities and/or grounds and keeping them in good repair during the terms of the leases.

Green Meadows Elementary School 38 North Road Hampden, Massachusetts 01036	Soule Road Elementary School 300 Soule Road Wilbraham, Massachusetts 01095
Mile Tree Elementary School 625 Main Street Wilbraham, Massachusetts 01095	Thomton W. Burgess Middle School 85 Wilbraham Road Hampden, Massachusetts 01036
Memorial Elementary School 310 Main Street Wilbraham, Massachusetts 01095	Wilbraham Middle School 466 Stony Hill Road Wilbraham, Massachusetts 01095

The District agrees that the lessor may use the premises listed above, and all other buildings leased by it, for events sponsored by the lessor including, but not limited to, annual and special town meetings, elections, park and recreation programs, and other activities sponsored by the towns and such uses authorized by the Massachusetts General Laws Chapter 40, Section 3, as amended, provided, however, that such activities do not unduly interfere with normal operation of school programs conducted on the premises.

The Committee is authorized to enter into additional leases should there be a change in the buildings listed, or additional buildings and/or requirements.

**B. Incurring Debt**

Within three 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 Member Towns, the said Committee shall cause written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt to be mailed by registered mail to the chair of the board of selectmen of each Member Town at his last known permanent address in such town.

**C. Employment of School Personnel**

All school personnel in positions to be superseded by the establishment of the Regional School District described in Chapter 71, Section 42B, as amended, shall be given preferred consideration for similar positions in the Regional District to the extent that such positions exist therein. Any such teacher who on the date of his/her contract of employment with the District is then on professional teacher status shall continue thereafter to serve on such basis thereafter subject to provisions of Massachusetts law.

**SECTION X**

**JURISDICTION**

**A. Interim Responsibility**

The approval of this amended Agreement shall not affect the obligation of the Member Towns to provide education in grades kindergarten through eight until such time as the Committee shall assume jurisdiction over education of the pupils in grades kindergarten through eight (July 1, 1994).

**B. Effective Date**

The provisions of this amended Agreement shall become fully effective as of January 1, 1994, if prior approval is given at duly called town meetings by the Towns of Hampden and Wilbraham, and as of July 1, 1994, all pupils attending public schools in the Member Towns of the District shall be under the jurisdiction of the Committee.

IN WITNESS WHEREOF, THIS AGREEMENT has been executed, approved and accepted as of the 20<sup>th</sup> day of December 1993.

This Agreement, as amended by votes of the Town of Hampden on October 27, 2014 and the Town of Wilbraham on August 18, 2014, is herewith executed, approved and accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.



For the Town of Wilbraham  
Robert W. Russell, Chairman  
Board of Selectmen

For the Town of Hampden  
John D. Flynn, Chairman  
Board of Selectmen

For the Hampden-Wilbraham Regional District Committee

Marc Ducey, Chairman

Approved:

The Commonwealth of Massachusetts Department of Education

Mitchell D. Chester.