

Articles of Agreement Among the School Districts
Of
Wilton and Lyndeborough
as amended and restated in March, 2009
and further amended in March, 2014

1. The School Districts of Wilton and Lyndeborough formed a cooperative school district for grades seven through twelve (7-12); named the Wilton-Lyndeborough Cooperative School District as of September 6, 1967. The School Districts of Lyndeborough and Wilton which serve students in grades Kindergarten through six (K-6) shall join the existing Wilton-Lyndeborough Cooperative School District.
2. The School Board of the Wilton-Lyndeborough Cooperative School District shall consist of nine (9) members. The composition of the School Board shall be as follows: the Town of Lyndeborough shall be entitled to two (2) members and the Town of Wilton shall be entitled to five (5) members. The two (2) remaining members shall be elected At Large. At Large members shall be residents of Lyndeborough and shall be elected by vote of the residents of Wilton and Lyndeborough. The initial members shall be elected at the 2010 annual town elections.

	Term Ending
Lyndeborough	1 member 2011
	1 member 2012
Wilton	2 members 2013
	2 members 2012
	1 member 2011
At Large - Lyndeborough Resident	1 member 2013
At Large - Lyndeborough Resident	1 member 2011

All members elected subsequent to the term of the initial members shall be elected for a term of three (3) years. Each member (other than At Large members) shall be a resident of the town he or she represents.

3. The Wilton-Lyndeborough Cooperative School District shall be responsible for grades Pre-Kindergarten through twelve (Pre K-12).
Amended March, 2014
4. The Wilton-Lyndeborough Cooperative School District shall acquire all the property, including equipment, of the joining districts of Wilton and Lyndeborough.

The following real estate shall be acquired by the Wilton-Lyndeborough Cooperative School District:

Lyndeborough - Lyndeborough Central School
Wilton - Florence Rideout Elementary School

5. The capital expenses and the operating expenses of the Wilton-Lyndeborough Cooperative School District payable in each fiscal year shall be apportioned as follows:
 - a. Fifty percent (50%) thereof on the average daily membership of the students residing in each town within the Wilton-Lyndeborough Cooperative School District during the preceding fiscal year as determined by the state Department of Education; and
 - b. Fifty percent (50%) thereof on the equalized valuation of the Wilton-Lyndeborough Cooperative School District as most currently available as determined by the State Department of Revenue Administration.Subsection c. deleted March, 2014
6. All financial assistance from the State of New Hampshire to which a pre-existing district would be entitled if it were not part of the Wilton-Lyndeborough Cooperative School District shall be credited to said pre-existing district's share of the total operating budget. All such aid which may be available to the Wilton—Lyndeborough Cooperative School District shall be applied to reduce the total operating and capital expenditures prior to the apportionment of costs under the provisions of Article 5.
7. A schedule of payments based on the sum of the respective shares of the Towns of Lyndeborough and Wilton for operating expenses and capital expenses shall be established from time to time by the School Board and the Selectmen of the Towns of Wilton and Lyndeborough.
8.
 - a. The balance of any funds donated to a pre-existing district shall be held in custody and administered by the Trustee of Trust Funds of the Town of such pre-existing district.
 - b. Pursuant to RSA 195: 11-a, the balance of any trust fund created and established under RSA 198: 20-c or any capital reserve fund established by a pre-existing district, and any cash balance in the hands of the treasurer or money due the district as of June 30, 2010 less any outstanding bills or indebtedness other than long term indebtedness of such district, shall be applied as a credit against the cooperative district assessment to be raised by the pre-existing district for the year commencing **July 1, 2010**.
9. The Wilton-Lyndeborough Cooperative School District shall provide transportation for students in grades one through twelve (1-12) supported by the cooperative school district to the schools maintained within the district, consistent with the provisions of RSA 189: 6 through 189: 9 –a.
10. The Wilton-Lyndeborough Cooperative School District shall assume all the indebtedness of the joining Wilton School District and Lyndeborough School District which is outstanding as of the date it assumes operating responsibility.
11. The date of operating responsibility of the Wilton-Lyndeborough Cooperative School District with respect to the elementary schools of the pre-existing districts shall be July 1, 2010.
12. All contracts in force as of July 1, 2010 will continue to be honored by the Wilton-Lyndeborough Cooperative School District for the term set forth in such contracts or until such time as new contracts are negotiated and ratified by the School Board and the appropriate bargaining units or other appropriate parties, whichever shall first occur.

13. In the event that an elementary school property or any portion thereof, is to be disposed of, the net proceeds of such disposition shall be credited to the Town in which such property is located.
14. These articles of agreement may be amended by the Wilton-Lyndeborough Cooperative School District, consistent with the provisions of RSA 195:18,III(i), except that no amendment shall be effective, unless the question of adopting such amendment is submitted at a cooperative school district meeting to the voters of the district voting by ballot with the use of the check list after reasonable opportunity for debate in open meeting, and unless two-thirds 2/3 of the voters of the district who are present and voting shall vote in favor of adopting such amendment. Furthermore, no amendment to these articles shall be considered except at an annual or a special meeting of the cooperative school district and unless the text of such amendment is included in an appropriate article in the warrant for such a meeting. It shall be the duty of the School Board to hold a public hearing concerning the adoption of any amendment to these articles of agreement at least ten (10) days before such annual or special meeting and to cause notice of such hearing and the text of the proposed amendment to be published in a newspaper having a general circulation in the district at least fourteen (14) days before such hearing.
15. The Wilton-Lyndeborough Cooperative School District shall maintain a budget committee under the provisions of RSA 195: 12-a.
16. Notwithstanding the formula for apportioning capital expenses set forth in Article 5, if at the 2014 annual meeting of the Wilton-Lyndeborough Cooperative School District a proposed bond issue to be amortized over 30 years is adopted to fund an appropriation of Eight Million Two Hundred and Fifty Thousand Dollars (\$8,250,000.00) for the purpose of (a) renovations to the Lyndeborough Central School and the Florence Rideout Elementary School, (b) construction of an addition to the Florence Rideout Elementary School, and (c) the original equipping and furnishing of such alterations and additions; then the amount payable in each fiscal year on the bond shall be apportioned as follows:
 - a. Town of Lyndeborough \$96,564
 - b. Town of Wilton the remaining balance thereof.

Added March, 2014