

DIGHTON-REHOBOTH REGIONAL SCHOOL DISTRICT

AMENDED AGREEMENT

BETWEEN THE TOWNS OF DIGHTON AND REHOBOTH, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT

The AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Dighton and Rehoboth, hereinafter referred to as member towns, is hereby amended in its entirety to read as hereinafter set forth. In consideration of the mutual promises herein contained, IT IS HEREBY AGREED as follows:

SECTION I – THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Powers, Duties and Composition

The powers and duties of the regional school district (hereinafter sometimes referred to as "the District") shall be vested in and exercised by a regional district school committee (hereinafter sometimes referred to as "the Committee"). The Committee shall consist of ten (10) members of whom five (5) members shall be elected from Rehoboth and five (5) members shall be elected from Dighton. Elected members shall be those elected at annual town elections. Members shall serve until their respective successors are elected and qualified. To meet the requirement of proportional representation (one-person, one-vote) respective to the population of each member town, the votes of each of the ten (10) members will be weighted according to the relative populations of the two member towns. Based on the 2010 Federal Census beginning with the final approvals of this amended Agreement, the five (5) members from Rehoboth will each receive 1.2 votes and the five (5) members from Dighton will each receive a 0.8 vote. Every tenth year, following publication of the decennial federal census, and every five (5) years in between, based on official state census figures, the Committee shall review the weighted votes assigned to members from each member town on the Committee. If the then relative population of the two member towns deviates from the relative numbers of the weighed Committee votes, the weighted votes will be changed to reflect the relative member town populations as near as practical, but within a ten percent (10%) range.

C. Elected Members

Prior to the expiration of the term of office of an elected member or members, the member town concerned shall at its annual town election elect one (1) or two (2) members to serve for a term of three years and until his or her successor is elected and qualified.

D. Vacancies

If a vacancy occurs among the members elected under subsection I-C, the Selectmen and the remaining Committee members from the town concerned shall within thirty (30) days appoint a member to serve until the next election, at which time a successor shall be elected to serve for the balance of the unexpired term, if any. A positive vote will require a two-thirds (2/3) majority of the Selectmen and the remaining Committee members from the concerned member town who are present.

E. Organization

Following the annual election and qualification of members, the Committee shall organize and choose by ballot a chairman and a vice-chairman from its own membership. The chairman who is so elected shall not be a resident of the same town as the previous chairman. At such meeting or at any other meeting, the Committee shall appoint a treasurer and a secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, and determine the terms of office of its officers (except the chairman and vice-chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers. The Committee shall fix the time and place for its regular meetings and for the annual meeting and may provide for the calling of special meetings and other matters, either by vote or by the adoption of policies relating to such matters.

F. Quorum

Seven (7) members of the Committee elected pursuant to subsection I-C shall constitute a quorum and a minimum of 6.4 affirmative weighted votes of all members shall be required to pass any motion or act upon any other business of the Committee. Any vote on the budget and/or member town assessment(s) must be a two-thirds (2/3) vote which is a minimum of 6.67 weighted votes. A lesser number than a quorum may vote for adjournment.

SECTION II – TYPE OF REGIONAL SCHOOL DISTRICT

The District shall include all grades PreK through twelve (hereinafter sometimes referred to as “PK-12”). The Committee shall have the right to establish adult evening education courses. The Committee is hereby authorized, in its discretion, to establish and maintain all required or authorized educational programs or offerings, including but not limited to vocational programs under MGL, Ch. 74.

SECTION III – LOCATION OF THE REGIONAL DISTRICT SCHOOLS

A. Regional District Schools

Pupils in grades nine through twelve (9-12) shall attend the Regional District High School, which is owned by the District, located within the District off Horton Street in the Town of Dighton, the present Dighton-Rehoboth Regional High School. Pupils in grades kindergarten through eight (K-8) shall attend schools located in their towns of residence except: (i) pupils in special education classes, who shall attend schools as designated by their team-developed Individual Education Programs (IEPs), and (ii) any pupils, upon the recommendation of the Superintendent and by vote of the Committee, in accordance with Committee policies, which shall apply equally to all pupils. In addition, if a school described in subsection III-B should become unusable because of damage or other cause, the Committee may vote to use a school in the other town on a temporary emergency basis until facilities become available in the town of residence of the pupils.

B. Lease of the Present Schools

The District is hereby authorized to lease the buildings, facilities, grounds, equipment, and educational materials presently used or owned by the member towns for school purposes as hereinafter listed. Each lease shall be for a term of twenty (20) years. The leases may contain provisions for extension in accordance with provisions under Section 14C of Chapter 71 of the General Laws as amended. The Town of Dighton and the Town of Rehoboth shall receive no rental for the leases. The leases shall contain provisions authorizing the District to repair and make minor improvements or alterations to the buildings or any part thereof. The District shall pay all expenses of maintaining and operating the buildings and keeping them in good repair during the terms of the leases. The Committee shall

also be authorized to make improvements, alterations, additions, or capital expenditures to town-owned school buildings. Extraordinary (that is, not of a routine or an emergency nature) improvements, alterations, additions, or capital expenditures shall be made by the Committee but only after notification of the appropriate member town's Board of Selectmen which will decide within sixty (60) days if approval is needed at a town meeting of that member town. Nothing contained in the leases shall prevent the Committee from permitting the use of the buildings or premises by the Town of Dighton or the Town of Rehoboth. 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 District respectively.

The District shall insure at its expense the buildings so leased. The Committee shall determine details of such insurance after consultation with selectmen of the town owning the buildings.

Pursuant to the foregoing provisions, the Town of Dighton is authorized to lease to the Regional School District the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Dighton Elementary School
Somerset Avenue, Dighton, MA
2. Dighton Middle School
Somerset Avenue, Dighton, MA

Pursuant to the foregoing provisions, the Town of Rehoboth is hereby authorized to lease to the Regional School District the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Palmer River Elementary School
Winthrop Street, Rehoboth, MA
2. D. L. Beckwith Middle School
Winthrop Street, Rehoboth, MA

C. Termination of Leases

In the event of the withdrawal of a member town from the District, the leases mentioned in subsection III-B shall be terminated at the time of such withdrawal.

SECTION IV – APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

A. Classification of Costs

The District has the authority to make capital and operating expenditures and to assess the member towns for capital and operating costs. For the purpose of apportioning assessments between the member towns, costs shall be divided into two categories: Capital Costs and Operating Costs. Each assessment, capital and operating, shall be a separate assessment by the District to be voted on by the member towns.

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 school 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 shall also include payment of principal of 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 subsection IV-B, but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

(1) Dighton-Rehoboth Regional High School

Capital costs for the Dighton-Rehoboth Regional High School (grades nine through twelve) shall be apportioned to the member towns annually for the ensuing fiscal year on the basis of the member towns' equalized valuations and the member towns' pupil enrollments in the District High School at the time the indebtedness occurs. Each member town's share shall be determined by computing to the nearest one-hundredth of one percent, one-half of the sum of the ratio which its equalized valuation bears to the total of the equalized valuations of the member towns and the ratio which its enrollment in the District High School bears to the total of the pupil enrollments from all the member towns in the District High School. In computing each town's annual apportionment, the equalized valuation shall be that in effect on October 1 of the year next preceding the year for which the apportionment is determined and the pupil enrollment of each town shall be the number of pupils in each member town enrolled in the District High School on October 1 of the year next preceding the year for which the apportionment is determined. In the event that enrollment in the District High School has not been accomplished on October 1 of any year, pupil enrollment shall be the number of pupils educated in the District High School in grades nine through twelve (9-12) residing in each member town.

Capital costs for items to be used District-wide (e.g., maintenance equipment, technology, vehicles, etc.) and used for grades PK-12 shall be apportioned to each member town annually for the ensuing fiscal year based on the Statutory Assessment Method defined in "Regional School District Regulations" outlined by the Department of Elementary and Secondary Education (hereinafter sometimes referred to as DESE) Regulations 603, CMR 41.00, as amended, and consistent with the terms and conditions of MGL, CH.70, Sec. 6, as amended.

(2) Schools Leased from Member Towns

Capital costs for schools leased from the member towns shall be apportioned to each member town annually for the ensuing fiscal year on the basis of the budgeted capital costs of the leased schools located in that member town.

E. Apportionment of Operating Costs

Operating costs for the District (grades PK-12) for the next fiscal year following the passage of this amended Agreement and for every fiscal year thereafter shall be based on the Statutory Assessment Method defined in "Regional School District Regulations" outlined by DESE Regulation 603, CMR 41.00, as amended, and consistent with the terms and conditions of MGL, Ch. 70, Sec. 6, as amended.

If an Alternative Assessment Method is proposed, an amendment to this Agreement must be approved consistent with the amendment process in Section VIII.

F. Establishment of Capital and Operating Assessments

The District will prepare each member town's share of the operating and capital assessments in a multi-step process, as follows:

(1) The member town's Minimum Required Local Contribution as determined by the Commissioner of Elementary and Secondary Education (hereinafter sometimes referred to as "the Commissioner") in accordance with Chapter 70, as amended.

(2) An even split of Central Office costs among member towns. Costs qualified as Central Office costs will be those applied and categorized as part of the standard DESE budget function codes as follows:

<u>Function Code</u>	<u>Description</u>
1000	District Leadership & Administration
1100	General Administration
1110	School Committee
1200	District Administration
1210	Superintendent
1220	Assistant Superintendent
1230	District Wide Administration
1400	Finance & Administration Services
1410	Finance & Business
1420	Human Resources, Benefits, Personnel
1430	Legal Services
1435	Legal Settlements
1450	District wide Information Management & Technology
4220	Maintenance of Buildings (District wide)

(3) Any additional share of the District's Net School Spending that exceeds the total Minimum Required Local Contribution, this share to be apportioned based on the percentages of the October 1 pupil enrollment between the member towns for the preceding year.

(4) Capital costs allocated to each member town pursuant to the assessment provisions of Section IV-D of this Agreement.

(5) Transportation costs allocated to each member town pursuant to the provisions of Section V of this Agreement.

G. Times of Payments of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection X-C, of the Capital and Operating Costs. The annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

August 15	12 ½%
November 15	37 ½%
February 15	62 ½%
May 15	87 ½%
June 1	100%

SECTION V – TRANSPORTATION

School Transportation shall be provided by the District and each member town’s transportation assessment for all students will be based upon their percentage of actual costs of transportation less any received regional transportation aid.

SECTION VI – AMENDMENTS

A. Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidence of 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.

B. 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 VIII), may be initiated by vote of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee 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 made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of 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. Such amendment shall take effect on the next July 1 upon its approval by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and approval of the Commissioner. The defeat of such proposal shall prevent the resubmission of the same or similar proposal for a period of one year.

C. Regional Agreement Advisory Committee

Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee shall, at least at five-year intervals, establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

This ad hoc Regional Agreement Advisory Committee will be composed of four (4) members of the Committee and two (2) from each member town appointed by the respective Boards of Selectmen, one being a current member of the Board of Selectmen or Finance Committee and the second member from each member town from the community-at-large. All members of the Regional Agreement

Advisory Committee shall be appointed for a term of one year. The Superintendent and the District Business Administrator shall be ex-officio members of the Regional Agreement Advisory Committee.

SECTION VII – ADMISSION OF NEW MEMBER TOWNS

A. Process to Add a New Member Town

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 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. A new member town may only be admitted at the beginning of a fiscal year and only upon the approval of the member towns and the Commissioner by the prior December 31.

B. Financial Responsibility of New Member Town

Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an appropriate depreciation allowance, shall be reapportioned to all member towns in the District including the newly admitted member town (or towns) in a reasonable manner. The newly admitted member town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt issued to pay such construction costs or subsequent capital acquisitions or improvements. If some funded debt exists, the newly admitted member town (or towns) shall finance it independently of the District and pay the same directly to each member town according to the proportion such member town had originally paid to the District.

SECTION VIII – WITHDRAWAL OF A MEMBER TOWN

A. Limitation

The withdrawal of a member town from the District may be affected by an amendment to this Agreement in the manner hereinafter provided by this section. The withdrawing of a member town PK-12 would dissolve the current region. Any

member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such member town may withdraw from the District, 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, including, but not limited to OPEB (Other Post-Employment Benefits), 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 at the time of withdrawal and which has been applied to the payment of such indebtedness.

B. Procedure

The Clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal, as it deems advisable, subject to the limitation contained in subsection VI-A. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of the non-withdrawing member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the terms of withdrawal. Such amendment shall take effect upon the second July 1 after its approval by the non-withdrawing member town, its acceptance by each town to be by a majority vote at a town meeting as aforesaid, and after approval of the Commissioner no later than the preceding December 31.

C. Apportionment of Capital Costs After Withdrawal

If one town successfully and fully withdraws from the District, the District will be dissolved. Both member town's annual share of any future installment of principal and interest on obligations 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. Both

member towns will also be entitled to any assets that need to be divided between the towns. The effective date of the termination of the District may only occur at the earliest on the second June 30 after both towns have voted to dissolve the District and this has been accepted by the Commissioner. 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 subsection IV-D or as may be otherwise provided in the amendment providing for such withdrawal.

D. Cessation of Terms of Withdrawing Town's Members

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

E. Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District 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.

SECTION X – BUDGET

A. Tentative Capital and Operating Budget

On or before March 1, the Committee shall annually prepare a tentative capital and operating budget and estimated assessments 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 evidences 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 or such other classifications as may be necessary:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges

6. Community Services
7. Acquisition of Fixed Assets
8. Debt Service
9. Programs With Other Districts

Copies of such tentative budget shall be mailed to the Chairman of the Finance Committee of each member town, or if there is no Finance Committee in a member town, to the Chairman of the Board of Selectmen of such town.

B. Final Capital and Operating Budget

The Committee shall adopt an annual operating and capital budget for the next fiscal year not later than forty-five (45) 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 April thirteenth (13), provided that said budget need not be adopted prior to that February first (1), provided, further, that the Superintendent may, with the approval of the majority of the member towns, submit said budget for approval following the notification of the annual local aid distribution, so-called [MGL, Ch. 71, Sec. 16 (m)]. 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 Sections IV-D, IV-E, and IV-F. The amounts so apportioned for each member town shall, not later than the date specified by law in each fiscal year preceding the fiscal year to which said budget relates, be certified by the District Treasurer to the treasurers of the member towns, and each member town shall vote to appropriate the amounts so certified to it in accordance with Ch. 71, Sec. 16D. If the Committee votes to increase the District budget after the assessments have been approved by the member towns, the Committee shall notify the Board of Selectmen in each member town within seven (7) days and include a copy of the proposed amendment to the budget. No increase in the budget shall be effective until the expiration of forty-five (45) days after such notification during which time the Board of Selectmen of any member town may call and hold a town meeting for the purpose of expressing disapproval of the increase in the District budget, and if at such meeting a majority of the voters present and voting thereon express disapproval of the budget increase, such increase in the budget shall not be effective and the Committee may prepare another proposal for a budget increase. If the Committee votes to increase the assessments to the member town after the assessments have been approved by the member towns, the member towns must vote to approve this increase.

C. Advisory Finance Committee

There shall be an Advisory Finance Committee, which normally meets between September and January during the school year prior to the next fiscal year. It will be composed of four (4) members of the Committee [two (2) from each member town] and three (3) members from each member town appointed by the respective Boards of Selectmen with two (2) members from each member town being current members of the Board of Selectmen and/or Finance Committee and the third member from each member town from the community-at-large. All members of the Advisory Finance Committee shall be appointed for a term of one (1) year. The Advisory Finance Committee shall review and make recommendations to the Superintendent on the next fiscal year's tentative capital and operating budgets.

SECTION XI – INCURRING OF DEBT OR CAPITAL EXPENSE

A. Vote to Incur Debt

The Committee may vote to incur debt consistent with the terms and conditions of MGL, Ch. 71, Sec. 16, as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee will vote by two-thirds (2/3) weighted vote of all of its members and will choose either the process that appears in subsection (d) or (n) of Ch. 71, Sec. 16 to incur this debt.

B. Debt Authorization

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within seven days of the relevant vote of the Committee, whichever is less. No such debt shall be incurred unless written notice of the amount of the debt and the general purpose for which it was authorized shall be given to the Board of Selectmen of each member town. Thereinafter, notwithstanding any provision of applicable law, as has been the District's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a majority vote at the next annual or special town meeting in each member town for the District High School, and by each member town for schools leased by the member towns

to the district, or until the expiration of sixty (60) days from the date on which the Committee votes to authorize said debt.

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The foregoing Amended Agreement was duly accepted and approved (1) by vote of the Dighton-Rehoboth Regional District School Committee, duly adopted at a meeting of said Committee, duly called and held on _____; (2) by vote of the Town of Dighton duly adopted under Article __ of the Warrant at its Town Meeting duly called and held on _____; and (3) by vote of the Town of Rehoboth duly adopted under Article __ of the Warrant at its Town Meeting duly called held on _____.

TOWN OF DIGHTON

(TOWN SEAL) I hereby certify that the above amended agreement was voted at a Special Town Meeting in Dighton on _____.

By _____

Attest: _____

Town Clerk

Board of Selectmen

TOWN OF REHOBOTH

(TOWN SEAL) I hereby certify that the above amended agreement was voted at a Special Town Meeting in Rehoboth on _____.

By _____

Attest: _____

Town Clerk

Board of Selectmen

(DISTRICT SEAL) DIGHTON-REHOBOTH REGIONAL SCHOOL DISTRICT

Attest: _____

By _____

District Secretary

Chairperson

COMMISSIONER OF ELEMENTARY AND SECONDARY EDUCATION

By _____

Commissioner

Date