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SELECTMEN
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October 23, 2018

To: To Whom It May Concern
From: Rehoboth Board of Selectmen

Re: Rehoboth Selectmen's Response to DR Regional Sub Committee's
Amended School Agreement Proposal

The DR School Committee's subcommittee produced an amended regional agreement and asked for our input and concerns relative to their proposal. After many hours of going line by line, we have put forth our thoughts on their agreement.

For your convenience we have highlighted the four areas of major concern that we feel we need to focus on, which you will find on the following two pages.

We have also attached a copy of the amended agreement submitted by the School Committee's subcommittee with the areas highlighted that we have amended.

Sincerely,
Rehoboth Board of Selectmen

BACKGROUND:

Understanding the issues and ramifications in amending the existing Regional School Agreement between Rehoboth and Dighton is extremely important. Every citizen needs to understand how the School Committee's proposed Agreement negatively affects Rehoboth's financial stability. The School Committee's version is neither fair nor equitable to both Rehoboth and Dighton.

With respect to amending our Regional School Agreement and in an attempt to make our agreement fair and equitable to both our towns, there are four critical issues of the agreement which must be resolved.

ISSUE 1 – ASSESSMENT OF OPERATING COSTS

From 1987 to 2014, each town's operating costs were separate.

For 27 years, each town paid for what it used for educational expenses.

As long as each town paid its state mandated contribution, there was never an issue.

Now in 2019, Rehoboth is paying 65% of the assessment with only 57% of the students.

In FY2019, that difference in percentage unfairly cost Rehoboth over \$2.2 Million dollars.

ISSUE 2 – CENTRAL OFFICE & DISTRICT WIDE OPERATING EXPENSES

The costs for the Central Office and District Wide Operating Expenses must be identified and apportioned equally (50% / 50%) between Rehoboth and Dighton.

These costs for running the District's Schools must be equally shared.

In 2019 Rehoboth is paying \$1,710,410 of these costs. If we split the costs equally, Rehoboth would be paying \$1,315,700—a difference of \$394,710.

ISSUE 3 – HIGH SCHOOL AND DISTRICT-WIDE CAPITAL COSTS

- High School Capital costs are outlay for buildings, land, construction costs, original equipment and furnishings. These costs must be apportioned to the member towns annually by enrollment at the high school.
- Each town is responsible for paying capital costs associated with their respective elementary and middle schools.
- District wide capital costs such as maintenance equipment, technology, vehicles etc used for PreK thru 12 must be apportioned equally (50%/50%) in the same manner as the Central Office costs.

ISSUE 4 – TOTAL OR PARTIAL WITHDRAWAL FROM THE DISTRICT

We must include language which allows for unilateral withdrawal of any combination of grades less the entire district or the entire District by vote at an annual or special town meeting.

The School Committee's proposal prohibits partial withdrawal of any member town from the District. It allows only for complete withdrawal and requires approval by both towns. Each town must have the right to decide its own destiny.

1 DIGHTON-REHOBOTH REGIONAL SCHOOL DISTRICT
2 AMENDED AGREEMENT

3
4 BETWEEN THE MUNICIPALITIES OF DIGHTON AND REHOBOTH,
5 MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL
6 SCHOOL DISTRICT

7
8 The AGREEMENT entered into pursuant to Chapter 71 of the General Laws of
9 Massachusetts, as amended, between the municipalities of Dighton and
10 Rehoboth, hereinafter referred to as member municipalities, is hereby
11 amended in its entirety to read as hereinafter set forth. In consideration of
12 the mutual promises herein contained, IT IS HEREBY AGREED as follows:
13

14 SECTION I – THE REGIONAL DISTRICT SCHOOL COMMITTEE

15
16 A. Powers, Duties and Composition

17
18 The powers and duties of the regional school district (hereinafter sometimes
19 referred to as “the District”) shall be vested in and exercised by a regional district
20 school committee (hereinafter sometimes referred to as “the Committee”). The
21 Committee shall consist of five (5) members from each member municipality.
22 Elected members shall be those elected at annual municipal elections. Members
23 shall serve until their respective successors are elected and qualified. To meet
24 the requirement of proportional representation (one-person, one-vote) respective
25 to the population of each member municipality, the votes of each of the members
26 will be weighted according to the relative populations of the member
27 municipalities. Annually, immediately after the new members have been
28 qualified, the committee shall review the most recent certified census for each
29 member municipality. If a member municipality’s population changes sufficiently
30 to affect its weighted votes by at least 0.1, the weighted votes of the committee
31 members shall be adjusted to reflect this change.
32

33
34 B. Elected Members

35
36 Prior to the expiration of the term of office of an elected member or members,
37 the member municipality concerned shall at its annual municipal election elect
38 one (1) or two (2) members to serve for a term of three years and until his or her
39 successor is elected and qualified.
40

41 C. Vacancies

42
43 If a vacancy occurs among the members elected under subsection I-B, the

1 municipal governing body (MGB) and the remaining Committee members from
2 the municipality concerned shall within thirty (30) days appoint a member to
3 serve until the next election, at which time a successor shall be elected to serve
4 for the balance of the unexpired term, if any. A positive vote will require a simple
5 majority of the MGB and the remaining Committee members from the concerned
6 member municipality who are present.

7
8 D. Organization

9
10 Following the annual election and qualification of members, the Committee shall
11 organize and choose by ballot a chairman and a vice-chairman from its own
12 membership. The chairman who is so elected shall not be a resident of the same
13 town as the previous chairman. At such meeting or at any other meeting, the
14 Committee shall appoint a treasurer and a secretary who may be the same
15 person but who need not be members of the Committee, choose such other
16 officers as it deems advisable, and determine the terms of office of its officers
17 (except the chairman and vice-chairman who shall be elected annually as
18 provided above) and prescribe the powers and duties of any of its officers. The
19 Committee shall fix the time and place for its regular meetings and for the annual
20 meeting and may provide for the calling of special meetings and other matters,
21 either by vote or by the adoption of policies relating to such matters.

22
23 E. Quorum

24
25 A quorum shall be 50% +1 of the total number of committee members.

26
27 F. Voting

28
29 An affirmative vote shall be based on a simple majority of the weighted votes of
30 those present. Any vote on the budget and/or member municipality assessments
31 must be by a 2/3 majority of the weighted vote of those present, per Chapter 71,
32 section 16B.

33
34
35 SECTION II – TYPE OF REGIONAL SCHOOL DISTRICT

36
37 The District shall include the elementary grades pre-kindergarten through eight
38 and a senior high school consisting of grades nine through twelve. The
39 Committee is hereby authorized, in its discretion, to establish and maintain all
40 required educational programs or offerings. The Committee may add authorized
41 programs and establish adult evening education courses, subject to the
42 approval of all member municipalities at a municipal meeting or ballot vote.

1 SECTION III – LOCATION OF THE REGIONAL DISTRICT SCHOOLS

2
3 A. Regional District Schools

4
5 Pupils in grades nine through twelve (9-12) shall attend the Regional District High
6 School, which is owned by the District. Pupils in grades kindergarten through
7 eight (K-8) shall attend schools located in their municipalities of residence
8 except: (i) pupils in special education classes, who shall attend schools as
9 designated by their team-developed Individual Education Programs (IEPs), and (ii)
10 any pupils, upon the recommendation of the Superintendent and by vote of the
11 Committee, in accordance with Committee policies, which shall apply equally to all
12 pupils and (iii) pupils in Pre-K can attend school at the Regional District High
13 School. In addition, if a school described in subsection III-B should become
14 unusable because of damage or other cause, the Committee may vote to use a
15 school in another member municipality on a temporary emergency basis until
16 facilities become available in the municipality of residence of the pupils.

17
18 B. Lease of the Present Schools

19
20 The District is hereby authorized to lease from the member municipalities the
21 buildings, facilities, grounds, equipment, and educational materials presently
22 used or owned by the member municipalities for school purposes. Each lease
23 shall be for a term of up to twenty (20) years. The leases may contain provisions
24 for extension in accordance with provisions under Section 14C of Chapter 71 of
25 the General Laws as amended. The member municipalities shall receive no rental
26 for the leases. A separate lease, incorporating specific terms and conditions, will
27 be determined by the respective member municipality's MGB and the Committee
28 for each building located within the member municipality. These leases will be in
29 an addendum to this document.

30
31 The District shall insure at its expense the buildings so leased. The Committee shall
32 determine details of such insurance after consultation with the MGB of the
33 municipality owning the buildings.

34
35 C. Termination of Leases

36
37 In the event of the withdrawal of a member municipality from the District, the
38 leases of the withdrawing member municipality will be terminated at the time of
39 such withdrawal.

40
41 D. Sub-Leasing

1 The district shall not sub-lease in whole or in part any portion of the member
2 municipalities' buildings.

3
4 SECTION IV—APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE
5 DISTRICT
6

7 A. Classification of Costs
8

9 The District has the authority to make capital and operating expenditures and to
10 assess the member municipalities for capital and operating costs. For the
11 purpose of apportioning assessments between or among the member
12 municipalities, costs shall be divided into two categories: Capital Costs and
13 Operating Costs. Each assessment, capital and operating, shall be a separate
14 assessment by the District to be voted on by the member municipalities.
15

16 B. Capital Costs
17

18 Capital costs shall include all expenses in the nature of capital outlay such as the
19 cost of acquiring land, the cost of constructing, reconstructing, and adding to
20 buildings, and the cost of remodeling or making extraordinary repairs to school
21 buildings, including without limitation the costs of the original equipment and
22 furnishings for such buildings or additions, plans, architects' and consultants' fees,
23 grading and other costs incidental to placing school buildings and additions and
24 related appurtenances in operating condition. Capital costs shall also include
25 payment of principal and interest on bonds or other obligations issued by the
26 District to finance capital costs.
27

28 C. Operating Costs
29

30 Operating costs shall include all costs not included in capital costs as defined in
31 subsection IV-B, but including interest on temporary notes issued by the District in
32 anticipation of revenue. The District shall prepare separate operating budgets
33 for each member town's Pre-K through Eighth Grades. In addition, the District
34 will prepare operating budgets for the Regional High School; the Central
35 Office; and Districtwide expenses. At no time shall funds from one budget be
36 reallocated to pay costs in another budget.
37

38
39
40 D. Apportionment of Capital Costs
41

- 42 (1) Dighton-Rehoboth Regional High School
43 Capital costs for the Dighton-Rehoboth Regional High School

1 (grades nine through twelve) shall be apportioned annually by
2 school enrollment among the member municipalities. Capital costs
3 for items to be used District-wide (e.g., maintenance equipment,
4 technology, vehicles, etc.) and used for grades PK-12 shall be
5 apportioned to each member municipality equally in the same
6 manner as Central Office costs, for the ensuing fiscal year.

7
8 (2) Schools Leased from Member Municipalities

9 Capital costs for schools leased from the member municipalities and
10 used for grades kindergarten through eight shall be apportioned
11 individually to each member municipality annually for the ensuing
12 fiscal year on the basis of the budgeted capital costs of the leased
13 schools located in that member municipality.

14
15 E. Apportionment of Operating Costs using an Alternative Assessment Method

16
17 (1) Dighton-Rehoboth Regional High School

18
19 Operating costs for the Dighton-Rehoboth Regional High School (grades nine
20 through twelve) for the first fiscal year next following the passage of this amended
21 Agreement and for every fiscal year thereafter shall be apportioned to the member
22 municipalities on the basis of their respective pupil enrollments in the Regional
23 District High School. Each member municipality's share for each fiscal year shall
24 be determined by computing the ratio which that municipality's pupil enrollment in
25 the Regional District High School on October 1 of the year next preceding the year
26 for which the apportionment is determined bears to the total pupil enrollment from
27 all the member municipalities in the Regional District High School on the same
28 date. In the event that enrollment in the Regional District High School has not been
29 accomplished by October 1 of any year, operating costs shall be apportioned on
30 the basis of enrollment in grades nine through twelve of pupils residing in each
31 member municipality and receiving education at such municipality's expense of
32 October 1 of that year.

33
34 (2) Elementary Schools – Grades Kindergarten-Eight

35
36 Operating costs for grades kindergarten through eight for the first fiscal year next
37 following the passage of this amended Agreement and for every fiscal year
38 thereafter shall be apportioned to the member municipalities on the basis of
39 budgeted operating costs to operate grades kindergarten through eight in each
40 member municipality. Each member municipality's share shall be determined by
41 computing the operating costs that are budgeted to be spent for grades
42 kindergarten through eight in that municipality for the ensuing fiscal year.

43
44
45
46 (3) Pre-Kindergarten

47
48 Operating costs for Pre-K shall be apportioned to each member municipality by
49 their respective pupil enrollments in the Pre-K program for the ensuing fiscal year.

1
2 F. Establishment of Assessments using an alternative assessment method

3
4 Each assessment shall include:

- 5 (1) The member municipality's share of the Regional High School budgeted
6 operating costs based on enrollment percentage ratio.
7 (2) The member municipality's Pre-K-8 budgeted operating costs.
8 (3) Central Office and District-wide budgeted operating expenses to be
9 apportioned equally among the member municipalities.
10 (4) Any remaining amount of a member municipality's required local minimum
11 contribution as established by Chapter 70, Section 6.
12 (5) Capital costs allocated to each member municipality pursuant to the
13 assessment provisions of Section IV of the agreement.
14 (6) Transportation costs allocated to each member municipality pursuant to
15 the assessment provisions of Section V of this agreement.
16

17
18 G. Apportionment of Operating Costs Using the Statutory Method

19
20 In the event the statutory method is used, any additional share of the District's Net
21 School Spending that exceeds the total minimum required local contribution is to be
22 apportioned equally among the member municipalities.
23

24
25 H. Times of Payments of Apportioned Costs

26
27 Each member municipality shall pay to the District in each year its proportionate
28 share, certified as provided in subsection X-C, of the Capital and Operating
29 Costs. The annual share of each member municipality shall be paid in such
30 amounts and at such times that at least the following percentages of such
31 annual share shall be paid on or before the dates indicated, respectively:
32

33

August 15	13.0%
November 15	38.0%
February 15	62.0%
May 15	87.0%
June 1	100%

- 34
35 I. At no time shall funds budgeted to support the education of children in one
36 member town be reallocated by any party to support the education of
37 children in another member municipality.
38

39
40
41
42 SECTION V – TRANSPORTATION

43
44 School Transportation shall be provided by the District and each member municipality's

1 transportation assessment for its students will be based upon its actual costs of
2 transportation.

3 Transportation aid is dispersed to the District as a whole. Any transportation aid shall be
4 refunded to each member municipality by the same ratio as its costs bear to the total cost.

5
6 For example:

7 If the total District Transportation costs are: \$2,500,000 and Town A's actual cost is
8 \$1,000,000 and Town B's actual cost is \$1,500,000. Then Town A accounts for 40% of the
9 total cost to the District. Town B accounts for 60% of the total cost to the District.

10
11 If the Transportation Reimbursement to the District is \$847,000, then Town A should be
12 reimbursed 40% of \$847,000 or about \$338,800. Town B should be reimbursed 60% of
13 \$847,000 or about \$508,200.

14 15 SECTION VI – AMENDMENTS

16 17 A. Limitation

18
19
20 This Agreement may be amended from time to time in the manner hereinafter
21 provided, but no amendment shall be made which shall substantially impair the
22 rights of the holders of any bonds or notes or other evidence of indebtedness of
23 the District then outstanding, or the rights of the District to procure the means
24 for payment thereof, provided that nothing in this section shall prevent the
25 admission of a new municipality or municipalities to the District and the
26 reapportionment accordingly of capital costs of the District represented by
27 bonds or notes of the District then outstanding and of interest thereon.

28 29 B. Procedure

30
31 Any proposal for amendment may be initiated by a 2/3 non-weighted vote of the
32 Committee members present or by a petition signed by 5% of the registered
33 voters of any one of the member municipalities. In the latter case, said petition
34 shall contain at the end thereof a certification by the Municipal Clerk of such
35 member municipality as to the number of registered voters in said municipality
36 according to the most recent voting list and the number of signatures on the
37 petition which appear to be the names of registered voters of said municipality
38 and said petition shall be presented to the secretary of the Committee. In either
39 case, the secretary of the Committee shall mail or deliver a notice in writing to
40 the MGB of each of the member municipalities that a proposal to amend this
41 Agreement has been made and shall enclose a copy of such proposal (without
42 the signatures in the case of a proposal by petition). The MGB of each member
43 municipality shall include in the warrant for the next annual or a special municipal
44 meeting called for the purpose an article stating the proposal. Such amendment
45 shall take effect on the next July 1 upon its approval by the majority of the
46 member municipalities, approval by each municipality to be by a 2/3 vote at a

1 municipal meeting as aforesaid, and approval of the Commissioner. The defeat
2 of such proposal shall prevent the resubmission of the same or similar proposal
3 for a period of one year.

4 Nothing in this section shall apply to any member municipality's partial or total
5 withdrawal from the District. The process addressing partial or total withdrawal
6 from the District is covered in Section VIII.

7
8 C. Regional Agreement Advisory Committee
9

10 Recognizing that over time circumstances often change, and intending that this
11 Agreement should continue to serve the best interests of the member
12 municipalities, the Committee shall, at least at five-year intervals commencing
13 with the approval of this agreement, establish an ad hoc study group composed
14 of knowledgeable persons to study this Agreement and to see whether or not
15 any changes to this Agreement might be beneficial, in light of the then prevailing
16 conditions.

17 This ad hoc Regional Agreement Advisory Committee will be composed of two (2)
18 Committee members from each member municipality and two (2) members from
19 each member municipality appointed by each member municipality's MGB. All
20 members of the Regional Agreement Advisory Committee shall be appointed for a
21 term of one year. The Superintendent and the District Business Administrator shall
22 be non-voting ex-officio members of the Regional Agreement Advisory Committee.
23 This ad-hoc study group shall prepare a report, a copy of which shall be supplied
24 to both the Committee and the member municipalities' MGB. The Committee and
25 the MGB shall then make a determination as to whether any of the Advisory's
26 recommendations merit implementation.
27

28 SECTION VII – ADMISSION OF NEW MEMBER MUNICIPALITIES
29
30

31 A. Procedure to Add a New Municipality

32 Any municipality may be admitted to the District upon:

- 33 1. Adoption of this agreement, by either a 2/3rds majority vote of a municipal
34 meeting, or a simple majority vote on a municipality-wide ballot question;
- 35 2. Approval of admission by 2/3rds of the existing member municipalities, by
36 either a 2/3rds majority vote of a municipal meeting, or a simple majority vote
37 on a municipality-wide ballot question;
- 38 3. Approval of the Commissioner;
- 39 4. Compliance with such provisions of law as may be applicable

40

1 New member municipalities shall only be admitted at the beginning of a fiscal year
2 when approved by the Commissioner by the prior December 31.

3 B. Financial Responsibility of a New Municipality

4 Upon admission of a new member municipality, the costs of District-owned assets
5 shall be reapportioned to all member municipalities, and the new member
6 municipality shall be responsible for its portion of the costs of District-owned
7 assets.

8 Costs shall be calculated by taking the total purchase price of District assets plus
9 the cost of any subsequent capital acquisitions or improvements, reduced by an
10 appropriate depreciation allowance in accordance with generally-accepted
11 accounting principles.

12 Said reapportionment shall be detailed to the best of the District's ability in an
13 addendum to this agreement, and the estimated financial impact of said
14 reapportionment shall be disclosed prior to any votes taken in Section A above so
15 all member municipalities may accurately assess the financial impact of the addition
16 of the new member municipality.

17 The newly-admitted member municipality shall assume liability of its share of the
18 costs of any District-funded debt issued in relation to District assets over the
19 remaining term of the funded debt.

20 If any District-funded debt exists, the newly admitted member municipality shall
21 finance their share, independently. They shall pay that share to each member
22 municipality according to the proportion such member municipality had originally
23 paid to the District.

24 All existing debt of the new member municipality will remain the responsibility of the
25 new member.

26 SECTION VIII – TOTAL WITHDRAWAL OF A MEMBER MUNICIPALITY

27
28 A. Limitation
29

30 The withdrawal of a member municipality from the District may be effected in the
31 manner hereinafter provided by this section. Any member municipality seeking to
32 withdraw may do so, by vote at an annual or special municipal meeting, provided:

33 (1) that the municipality seeking to withdraw shall remain liable for any unpaid
34 operating costs which have been certified by the District Treasurer to the
35 Treasurer of the withdrawing municipality, including the full amount so certified for
36 the year in which such withdrawal takes effect and

37 (2) that the said municipality shall remain liable to the District for its share of the
38 indebtedness, other than temporary debt in anticipation of revenue, of the District

1 outstanding at the time of such withdrawal, and for interest thereon, to the same
2 extent and in the same manner as though the municipality had not withdrawn
3 from the District, except that such liability shall be reduced by any amount which
4 such municipality has paid over at the time of withdrawal and which has been
5 applied to the payment of such indebtedness.

6 In the event that as a result of withdrawal only one municipality remains, the
7 current District would be dissolved.

8
9 B. Procedure

10
11 The Clerk of the municipality seeking to withdraw shall notify the Committee in
12 writing that such municipality has voted to withdraw from the District (enclosing
13 a certified copy of such vote) subject to the limitations contained in subsections
14 VI-A and VIII-A. Such action for withdrawal shall take effect upon the second
15 July 1st after the withdrawal vote and after approval of the Commissioner no
16 later than the preceding December 31.

17
18 C. Apportionment of Capital Costs After Withdrawal

19
20 A municipality's annual share of any future installment of principal and interest
21 on obligations outstanding on the effective date of its withdrawal shall be fixed
22 at the percentage prevailing for such municipality at the last annual
23 apportionment made next prior to the effective date of the withdrawal.
24 Member municipalities will also be entitled to any assets that need to be divided
25 among the municipalities. The remainder of any such installment after
26 subtracting the shares of any municipality which has withdrawn shall be
27 apportioned to the remaining member municipalities in the manner provided in
28 subsection IV-D.

29
30 D. Apportionment of Excess and Deficiency Funds After Withdrawal

31
32 E&D funds shall be apportioned to the withdrawing municipality based on the
33 excess amounts paid for operating costs in the prior years as per the annual audit
34 referenced in Section X of this document.

35
36 E. Cessation of Terms of Withdrawing Municipality's Members

37
38 Upon the effective date of withdrawal, the terms of office of all members serving
39 on the Committee from the withdrawing municipality shall terminate and the
40 total membership of the Committee shall be decreased accordingly.

41
42 F. Payments of Certain Capital Costs Made by a Withdrawing Municipality

43
44 Money received by the District from the withdrawing municipality for payment of

1 funded indebtedness or interest thereon shall be used only for such purpose and
2 until so used shall be deposited in trust in the name of the District.

3
4 **SECTION IX PARTIAL WITHDRAWAL FROM THE DISTRICT**

5
6 **A. Vote Required**

7 Any of the member municipalities of the District shall resume jurisdiction over the
8 education of pupils in any combination of grades less than the entire District
9 (PreK -12) residing in their respective municipalities if any member municipality,
10 by vote at an annual or special municipal meeting, votes to withdraw the
11 aforementioned grades and follows the procedure hereinafter set forth.

12
13
14 **B. Effective Date**

15
16 Any such vote by a member municipality to resume jurisdiction over any of its
17 grades shall take effect commencing with the fiscal year next following the first
18 full fiscal year after the vote to resume such jurisdiction has been taken. At its
19 annual municipal election held next following such vote each member
20 municipality shall elect a school committee to make preparations for the
21 resumption of jurisdiction over the pupils in the affected grades.

22
23 **C. Notification**

24
25 The Clerk of a member municipality which has voted to resume such jurisdiction
26 shall notify the Committee and the MGB of every other member municipality in
27 writing that such municipality has so voted, enclosing a certified copy of such
28 vote.

29 Upon the giving of such notice, the action of such municipality shall be binding
30 and conclusive on it and the District, unless all the member municipalities shall
31 vote to modify or rescind such action. Commencing with the effective date of the
32 resumption of such jurisdiction, the agreement shall be deemed automatically to
33 be amended to provide that, as of said date, the Committee shall have no further
34 obligation to provide any education for the withdrawn grades. The District shall
35 thereupon revert to and include only the remaining grades, and all provisions of
36 this Agreement referring to the remaining grades shall remain in place.

37
38 **D. Apportionment of Capital Costs after Partial Withdrawal**

39
40 Upon the effective date of resumption by a municipality of jurisdiction over
41 the pupils in the withdrawn grades, the withdrawing municipality shall still be
42 responsible for the payment of all principal and interest on outstanding

1 obligations issued by the District for capital costs at the High School or District-
2 wide as of the effective date of the withdrawal.

3
4
5 E. Apportionment of E&D for Partial Withdrawal

6
7 E&D shall be apportioned to the withdrawing grades of a municipality based on the excess
8 amounts paid for operating costs in prior years as per the annual audit referenced in
9 Section X of this document.

10
11 SECTION X – BUDGET

12
13 A. Tentative Capital and Operating Budget

14
15 Annually on or before March 1 the Committee shall prepare a tentative capital
16 and operating budget and estimated assessments for the ensuing fiscal year,
17 including therein provision for any installment of principal or interest to become
18 due in such year on any bonds or other evidences of indebtedness of the
19 District and any other capital costs to be apportioned to the member
20 municipalities in such year. The said budget shall be in reasonable detail,
21 according to recognized Massachusetts Education accounting practices.

22
23 Copies of such tentative budget spreadsheets shall be sent via electronic format
24 to the Chairman of the Finance Committee of each member municipality, and to
25 the Chairman of the MGB of such municipality.

26
27 B. Final Capital and Operating Budget

28
29 The Committee shall adopt an annual operating and capital budget for the next
30 fiscal year not later than forty-five (45) days prior to the earliest date on which
31 the business session of the annual municipal meeting of any member
32 municipality is to be held, but not later than April thirteenth (13), provided that
33 said budget need not be adopted prior to that February first (1), provided, further,
34 that the Superintendent may, with the approval of the majority of the member
35 municipalities, submit said budget for approval following the notification of the
36 annual local aid distribution, so-called [MGL, Ch. 71, Sec. 16 (m)]. Said budget to
37 include debt and interest charges and any other current capital costs as separate
38 items, and shall apportion the amounts necessary to be raised in order to meet
39 the said budget in accordance with the provisions of Sections IV-D, IV-E, and IV-
40 F. The amounts so apportioned for each member municipality shall, not later than
41 the date specified by law in each fiscal year preceding the fiscal year to which
42 said budget relates, be certified by the District Treasurer to the treasurers of the
43 member municipalities, and brought to municipal meeting for a vote.

44
45 Copies of such final budget spreadsheets shall be sent via electronic format to

1 the Chairman of the Finance Committee of each member municipality, and to
2 the Chairman of the MGB of such municipality.

3
4 C. Advisory Finance Committee

5
6 There shall be an Advisory Finance Committee, which normally meets between September
7 and January during the school year prior to the next fiscal year. It will be composed of two
8 (2) members of the Committee from each member municipality and three (3) members
9 from each member municipality appointed by the respective MGB. All members of the
10 Advisory Finance Committee shall be appointed for a term of one (1) year. The Advisory
11 Finance Committee shall review and make recommendations to the Superintendent on the
12 next fiscal year's tentative capital and operating budgets.
13

14 SECTION XI – INCURRING OF DEBT OR CAPITAL EXPENSE
15

16
17 A. Vote to Incur Debt

18
19 The Committee may vote to incur debt consistent with the terms and conditions
20 of MGL, Ch. 71, Sec. 16, as amended. At the time of taking action to incur debt,
21 and except for the incurring of temporary debt in anticipation of revenue, the
22 Committee will vote by two-thirds (2/3) weighted vote of all members present
23 and will choose either the process that appears in subsection (d) or (n) of Ch. 71,
24 Sec. 16 to incur this debt.
25

26 B. Debt Authorization

27
28 Notice of any debt authorization shall be given to the member municipalities
29 in accordance with the applicable law, or within seven days of the relevant vote
30 of the Committee, whichever is less. No such debt shall be incurred unless
31 written notice of the amount of the debt and the general purpose for which it
32 was authorized shall be given to the MGB of each member municipality.
33 Thereinafter, notwithstanding any provision of applicable law, such debt shall not
34 actually be incurred until the amount of the proposed debt has been specifically
35 approved by a majority vote at the next annual or special municipal meeting in
36 each member municipality for the District High School, and by each member
37 municipality for schools leased by the member municipalities to the district, or
38 until the expiration of sixty (60) days from the date on which the Committee
39 votes to authorize said debt.
40

41 SECTION XII – TUITION STUDENTS
42

43 The Committee may accept for enrollment in the Regional District Schools pupils from
44 municipalities other than the member municipalities on a tuition basis and on such terms as

1 it may determine. Income received by the Regional School District from tuition pupils shall
2 reduce the assessments to the respective member municipalities educating the tuition
3 students. This tuition shall be deducted from the total operating costs in the next annual
4 budget.

5
6 The foregoing Amended Agreement was duly accepted and approved (1) by vote
7 of the Dighton-Rehoboth Regional District School Committee, duly adopted at a
8 meeting of said Committee, duly called and held on _____ (2) by vote of
9 the Town of Dighton duly adopted under Article ___ of the Warrant at its Town
10 Meeting duly called and held on _____ and (3) by vote of the Town of
11 Rehoboth duly adopted under Article ____ of the Warrant at its Town Meeting
12 duly called held on _____.

13 TOWN OF DIGHTON

14
15 (TOWN SEAL) I hereby certify that the By _____
16 above amended agreement was voted at _____
17 the Annual Town Meeting in Dighton on _____

18 _____
19 Attest: _____
20 Town Clerk Board of Selectmen

21
22 TOWN OF REHOBOTH

23
24 (TOWN SEAL) I hereby certify that By _____
25 the above amended agreement was voted _____
26 at a Special Town Meeting in Rehoboth _____
27 on _____

28 _____
29 _____
30 _____
31 _____
32 _____
33 Attest: _____
34 _____
35 Town Clerk Board of Selectmen

36 (DISTRICT SEAL) DIGHTON-REHOBOTH REGIONAL
37 SCHOOL DISTRICT

38
39
40 Attest: _____ By _____
41 District Secretary Chairperson

42
43 Commissioner of Elementary and Secondary Education

1
2
3
4

Commissioner

Date