

2018 MAY -2 P 2: 20 AMENDED AGREEMENT

BETWEEN THE TOWNS OF WHITMAN AND HANSON, MASSACHUSETTS
WITH RESPECT TO THE REGIONAL SCHOOL DISTRICT

The AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts (hereinafter referred to as "MGL"), as amended, between the towns of Whitman and Hanson (hereinafter referred to as "member towns") is hereby amended, effective _____, 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 - TYPE OF REGIONAL SCHOOL DISTRICT

The Regional School District (hereinafter referred to as the "District") shall include all grades Pre-kindergarten through twelve (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, Chapter 74.

SECTION II - THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Powers, Duties and Composition

(1) (a) The powers and duties of the District, shall be vested in and exercised by a regional school district committee (hereinafter referred to as the "Committee"). The Committee shall consist of ten members. Based on the population of the member towns at the time of amending this Regional Agreement, six members will be from Whitman and four members will be from Hanson.

(b) Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual elections in said town. Each member will serve a three (3) year term, with the term staggered so that at least one (1) member representing each member town will be elected each year. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective town clerk. A member who has not

otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

(c) Each member of the Committee shall have one vote and each vote shall be of equal weight unless and until a shift in the respective populations of the member towns, based on the most current United States decennial census estimates or five (5) years in between, based on the state census. If a population shift causes an impermissible disparity based on the one-person, one-vote principle, the Committee will act to address the disparity by either adjusting the number of Committee members or weighting the votes.

- (2) A majority of the members of the Committee shall constitute a quorum, but a lesser number may adjourn.
- (3) The Committee shall have all the powers and duties conferred and imposed upon school committees by MGL, as amended, and conferred and imposed upon it by this Agreement and any special laws.

(B) Vacancies

If a vacancy occurs among the members elected under Sections I (A) (1) (b) and I (A) (1) (c), acting jointly, the Board of Selectmen (hereinafter referred to as the "Selectmen") and the remaining Committee members from the town concerned shall within thirty (30) calendar 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. For purposes of this Agreement, "days" shall be deemed to mean calendar days, unless specifically identified otherwise.

(C) Organization

At the first regular meeting of the Committee, following the latest town election held in each year, the Committee shall organize and choose a Chairperson and Vice Chairperson from its own membership in alignment with Open Meeting Law. At the same meeting or at any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of the office of its officers (except the Chairperson who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings. The Chairperson will appoint members to serve on subcommittees annually.

SECTION III - LOCATION OF THE REGIONAL DISTRICT SCHOOLS

(A) Regional School District

Pupils in grades nine through twelve (9 - 12) shall attend Whitman-Hanson Regional District High School located within the District. Pupils in Pre-kindergarten through eight (PK - 8) shall attend schools located in their towns of residence except on the recommendation of the Superintendent of Schools and by vote of the Committee.

In addition, if a school described in Section 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 Elementary and Middle Schools

The Town of Whitman and the Town of Hanson are each hereby authorized to lease to the District buildings, facilities, grounds, equipment, and educational materials. Each lease shall be for a term of at least twenty (20) years.

The leases may contain provisions for extension in accordance with provisions under MGL, Chapter 71, Section 14C, as amended. The Town of Whitman and the Town of Hanson shall receive no rent for the leases. The leases shall contain provisions authorizing the District to make minor repairs and minor improvements or alterations to the buildings or any part thereof. The District shall pay all ordinary 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 major improvements, alterations, additions or capital expenditures to town-owned schools, but only after notification of the appropriate member town's Selectmen. Approved projects will not be a part of the District budget. Nothing contained in the leases shall prevent the Committee from permitting the use of the buildings or premises by the Town of Whitman or the Town of Hanson.

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. Details of such insurance shall be determined by the Committee after consultation with Selectmen of the town owning the buildings.

(C) Termination of Leases

In the event of the withdrawal of a member town from the District, the leases mentioned in Section III-B shall be terminated on the effective date of such withdrawal.

SECTION IV - BUDGET

(A) Budget

The Committee shall annually determine the District's budget consistent with the timelines, terms and requirements of MGL, Chapter 71, Section 16B, as amended, and other pertinent provisions of law and consistent with regulations promulgated by the Department of Elementary and Secondary Education (hereinafter referred to as "DESE").

(B) Public Budget Hearing and Budget Approval

After conducting a public hearing consistent with MGL, Chapter 71, Section 38N, as amended, the Committee, by a minimum two-thirds (2/3) vote of all its members, shall annually approve an operating budget for the next fiscal year to maintain and operate the District. After deducting the amount of aid the District is to receive, the balance shall be apportioned among the member towns in accordance with Section V.

The budget will be itemized in such detail as the Committee may deem advisable. Such budget shall be adopted 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 in no event later than March 31, provided that said budget need not be adopted earlier than February 1. The amounts so apportioned for each member town shall be certified by the District Treasurer to the treasurers of the member towns within thirty (30) days from the date on which the annual operating budget is adopted by the Committee. The annual budget as adopted by a two-thirds (2/3) vote of the Committee, must be approved by a simple majority vote at both town meetings.

If the Committee votes to increase the District budget after the assessments have been appropriated by the member towns, the Committee shall notify the Selectmen in each member town within seven (7) days. No increase in the budget shall be effective until the expiration of forty-five (45) days after such notification during which time the 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.

SECTION V - APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

(A) Classification of Costs

For the purpose of apportioning assessments by the District to the member towns, costs shall be divided into four (4) categories: operating costs, capital costs, debt, and transportation costs. The Committee shall determine the amount necessary to meet the annual operating, capital, debt, and transportation needs and shall allocate such amount among the member towns.

(B) Operating Costs

(1) Operating costs shall include all costs except capital, debt, and transportation costs as defined in Section V (C), (D), and (E) but shall include interest on temporary notes issued by the District in anticipation of revenue.

(2) Apportionment of Operating Costs

The operating costs to a member town will equal the Minimum Local Contribution and any other operating costs above the Minimum Local Contributions, referred to in this section as "Above Minimum Contribution."

The aggregate Above Minimum Contribution is arrived at by subtracting from the Operating Budget the following: Chapter 70 aid, the Minimum Required Combined Local Contributions of all member towns, and other general revenue sources to the District.

This formula is illustrated below:

Operating Budget (which excludes capital, debt, and transportation)

- (minus) Chapter 70 aid (as calculated by DESE)
- (minus) Minimum Required Combined Local Contributions of all member towns (as calculated by DESE)
- (minus) Other general revenue sources to the District

= (equals) Total Above Minimum Contribution for all member towns

To determine each member town's proportionate share of the aggregate Above Minimum Contribution, it shall be determined based on the ratio of pupil enrollment, including out-of-district pupils, in all member towns in the District on October 1 of the preceding fiscal year for which the apportionment will be assessed.

(3) The total operating costs assessed to each member town will consist of the member town's Minimum Local Contribution and the town's share of Above Minimum Local Contribution to be determined based on the ratio of resident pupil enrollment in all member towns in the District, including out-of-district pupils, on October 1 of the preceding fiscal year for which the apportionment will be assessed.

(C) Capital Costs

(1) Capital costs shall include all expenses described in DESE's Chart of Accounts in the 7000-function code.

(2) Apportionment of Capital Costs

Capital costs will be apportioned for the ensuing fiscal year as follows: each member town's share of the capital costs shall be determined by computing the ratio which the sum of its resident pupil enrollment in all member towns in the District, including out-of-district pupils, on October 1 of the fiscal year immediately preceding the year in which the Committee votes to include capital cost in the budget bears to the sum of the pupils residing in the member towns and receiving education at the District's expense on October 1 of the same preceding fiscal year.

(3) Elementary Schools and Middle Schools

Each member town shall be responsible for paying the capital costs [as detailed in Section III (B)] for its respective elementary and middle schools. As relates to the elementary and middle school in each town, capital costs shall include, but not be limited to, such expenses described exceeding five-thousand dollars (\$5,000).

A project will be presented to the Selectmen of the town for which capital improvements are requested.

(4) High School

The High School is owned by the District. Therefore, capital costs for the High School will be apportioned to member towns according to Section V (C) (2) above.

(D) Debt

(1) Debt shall include the payment of principal of and interest on bonds, notes or other obligations of the District to finance such debt.

(2) Each member town's share of the debt incurred, including the payment of principal of and interest on bonds, notes or other obligations of the District to finance such debt, shall be determined by computing the ratio which the sum of its resident pupil enrollment, including out-of-district pupils, in all member towns in the District on October 1 of the fiscal year immediately preceding the year in which the member towns vote to authorize the incurring of the debt bears to the sum of the resident pupil enrollment, including out-of-district pupils, in all member towns in the District on October 1 of the same preceding fiscal year, and the ratio shall not be changed during the period in which such bonds, notes or other obligations are outstanding, except as provided in Section VI.

Apportionment of District-wide debt shall be determined by computing the ratio of a member town's pupil enrollment to the total pupil enrollment in all grades from Pre-kindergarten through 12 (PK - 12) of pupils residing in the member towns and receiving education at the District's expense.

(E) Transportation

The District will provide pupil transportation for students who live more than one-and-a-half (1.5) miles from the school which they attend as pursuant to the laws and regulations of the Commonwealth. The amount of Chapter 71, transportation reimbursement, will be subtracted from the cost of pupil transportation and this amount will be assessed to the towns based on pupil enrollment in all member towns in the District on October 1 of the preceding fiscal year for which the apportionment will be assessed.

The cost of pupil transportation for students who live less than one-and-a-half (1.5) miles from the school which they attend will be paid by the town in which the pupil lives. The percentage of the total of pupils being transported less than one-and-a-half (1.5) miles from each member town will be multiplied by the total cost and billed to each member town.

(F) Times of Payment of Apportioned Costs

(1) The Total Assessment to a member town will equal the total of the Operating, Capital, Debt, and Transportation assessments.

(2) Each member town shall pay to the District in each year its proportionate share, certified as provided in Section V (B), (C), (D), and (E) of the operating, capital, debt, and transportation costs. The annual share of each member town shall be paid in equal installments not later than the first day of August, November, February and May of each fiscal year.

SECTION VI - INCURRING OF DEBT

The Committee may vote to incur debt consistent with the terms and conditions of MGL, Chapter 71, Section 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, by two-thirds (2/3) vote, will choose either the process that appears in MGL, Chapter 71, Section 16 (d) or Section 16 (n), as amended.

Not later than seven 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, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt shall be given to the Selectmen in each member town. Debt may be incurred by the District, if approved by the member towns in accordance with the Committee's chosen method under MGL, Chapter 71, Section 16 (d) or Section 16 (n).

SECTION VII - 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 IX), 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 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 special town meeting called for a purpose an article stating the proposal.

Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and by the Commissioner of Elementary and Secondary Education (hereinafter referred to as the "Commissioner"). The defeat of such proposal shall prevent the resubmission of the same or similar proposal for a period of one year.

SECTION VIII - ADMISSION OF ADDITIONAL TOWNS

- (A) By an amendment of this Agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance at a special or annual town meeting by a majority vote by the town or towns seeking admission of the Agreement as so amended, acceptance by a minimum of two-thirds (2/3) of the member towns, each by majority vote, and also upon compliance with such provisions of law and regulations [e.g., Code of Massachusetts Regulations (hereinafter referred to as "CMR"); i.e., CMR 603, 41.05 (6), as amended] as may be applicable and such terms as may be set forth in such amendment.
- (B) The Committee, prior to the admittance of a new member town, will have the option of establishing an additional amount to that new member town to be included in the District. This additional cost will be clearly articulated to a Regional Planning Committee of the potential new member town(s) and will be

made clear to the voters prior to that new member town's vote on admission to the District.

- (C) A new member town may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31st.

SECTION IX - WITHDRAWAL

(A) Limitation

The withdrawal of a member town from the District will result in the dissolution of the District and may be effected by an amendment to this Agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote of an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such 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, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for the 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 Section VII (A). The Secretary of the Committee shall mail or deliver a notice in writing to the 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

special town meeting, called for the purpose of an article, the terms of withdrawal. Such amendment shall become effective on a July 1 no less than one full year after the approval by the non-withdrawing member town, acceptance by each town to be a majority vote at a town meeting as aforesaid, and after approval of the Commissioner, no later than the preceding December 31.

(C) Obligations of Member Towns

In addition to other terms and requirements which the Committee shall include in the amendment, the member towns will be responsible for the following: (1) payment of all operating costs for which member towns are liable as a member of the District; (2) continuing payments beyond the time of dissolution, and for interest thereon, to the District for the member town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though each town had not withdrawn from the District; and (3) other liabilities incurred during all times that each town was a member of the District (e.g., OPEB - Other Post-Employment Benefits).

All expenses related to the dissolution of the District will be borne by the member town which initiates the dissolution of the District.

(D) Approval of Withdrawal

A request to withdraw shall become effective only if the amendment to the Agreement is approved by a majority vote of the Committee, is approved by majority vote at an annual or special town meeting in the member towns, is approved by the Commissioner, and the dissolution of the District can only become effective on a July 1 no less than one full year after the completion of these requirements.

(E) Cessation of Terms of Withdrawing Town's Members

Upon the effective date of dissolution of the District, the terms of office of all members serving on the Committee shall terminate.

(F) Payments of Certain Capital Costs Made by a Withdrawing Town

Money encumbered from the member towns for payment of obligations (as outlined in Section IX (C) above) shall be used only for such purpose and until so used shall be deposited in a trust which is established at the time of dissolution.

G) Division of Assets

Both towns will be entitled to any assets that need to be divided between the towns to be negotiated between the member town's Public School Committees and Selectmen.

SECTION X - TUITION STUDENTS

The Committee may accept for enrollment in the District pupils from towns other than the member towns on a tuition basis and on such terms as it may determine.

IN WITNESS WHEREOF, this Agreement has been executed as of _____.

Regional School

Committee: _____ Date: _____

_____(typed name)_____ (Chair)

Town of

Whitman: _____ Date: _____

_____(typed name)_____ (Town Clerk or BoS Chair)

Town of

Hanson: _____ Date: _____

_____(typed name)_____ (Town Clerk or BoS Chair)

Commissioner of the Department of Elementary and Secondary Education:

_____(typed name)_____ Date: _____