

**Agreement Among the Towns of
Abington, Cohasset, Hanover, Hanson, Norwell,
Rockland, Scituate and Whitman, Massachusetts
with Respect to the Establishment of a Vocational
Regional High School District**

REVISED 10-31-17

This Regional Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, by and among the Towns of Abington, Cohasset, Hanover, Hanson, Norwell, Rockland, Scituate, and Whitman (hereinafter sometimes known as "member towns"). The District shall be called the South Shore Regional Vocational School District (hereinafter sometimes known as the "District").

In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I - THE REGIONAL VOCATIONAL DISTRICT SCHOOL
COMMITTEE**

(A) Composition

The Regional District School Committee (hereinafter sometimes known as the "Committee") shall consist of one member from each member town each with one vote. Each member shall be appointed by the Boards of Selectmen (hereinafter sometimes known as the "Selectmen") of the member towns.

(B) Appointed Members

Not later than June 15 in each year in which the term of a member of the Committee expires, the Selectmen of the member town concerned shall appoint one member to serve for a term of three years. The term of each such appointed member shall commence on July 1 of the year in which he or she is appointed.

(C) Vacancies

If a vacancy occurs among the members of the Committee, the Selectmen of the member town concerned shall appoint a member to serve for the balance of the unexpired term.

(D) Organization

At the first scheduled meeting after July 1, the Committee shall organize and choose by ballot a chair and a vice chair from among its own

membership. 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 office of its officers (except the chair 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.

(E) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in Sections 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law. In the event that provisions of this Regional Agreement conflict with any Massachusetts General Laws (MGL), the MGL shall prevail.

(F) Quorum

Unless otherwise specified by law, the quorum for the transaction of business shall be a majority of the Committee, but a number less than the majority may adjourn.

SECTION II - LOCATION OF REGIONAL DISTRICT SCHOOL

The Regional District School (South Shore Regional Vocational Technical High School) shall be located in the Town of Hanover, or any other member town, provided, however, that the Committee may establish and locate satellite regional school facilities in any member town.

SECTION III - TYPE OF REGIONAL DISTRICT SCHOOL

The Regional District School shall be a Vocational High School consisting of grades nine through twelve (9 - 12), inclusive. The Committee is hereby authorized to establish and maintain such kinds of education as may be provided by towns under provisions of Chapter 74 of the Massachusetts General Laws (hereinafter sometimes known as "MGL") and acts amendatory thereof, in addition thereto or dependent thereon. The Committee may also provide self funding programs beyond the secondary level, either alone or in cooperation with other institutions in accordance with the provisions of MGL, Chapter 74, Section 37A, as amended.

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 sometimes known 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 during the next fiscal year. After deducting the amount of aid the District is to receive, the balance shall be apportioned among the several 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, shall require the approval of two-thirds (2/3) of the local appropriating authorities of the member towns.

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 budgets and shall allocate such amount among the member towns.

(B) **Operating Costs**

1. Operating costs shall include all costs not included in capital, debt, and transportation costs as defined in Sections 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." All operating costs not considered part of Net School Spending shall be apportioned using the same formula as Net School Spending operating costs and will be included in a member town's operating cost assessment.

The aggregate Above Minimum Contribution is arrived at by subtracting from the Net School Spending 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:

Net School Spending Operating Budget (which excludes capital, debt and transportation)

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

= 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 number of pupils in grades nine through twelve (9 - 12), inclusive, residing in each member town and receiving education in the South Shore Regional Vocational School District at such town's expense.

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 and operating costs that do not meet the definition of Net School Spending as defined in Chapter 70, as amended, apportioned to each town in accordance with the formula noted above.

(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 enrollments on October 1 of the three fiscal years immediately preceding the year in which the Committee votes to include capital cost in the budget bears to the sum of the pupil enrollments of all the member towns on October 1 of the same three fiscal years. For the purpose of this clause, pupil enrollments shall be defined as the number of pupils in grades nine through twelve (9 - 12), inclusive, residing in each member town and receiving education in the South Shore Regional Vocational School District at such town's expense.

(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 pupil enrollments in the District on October 1 of the three fiscal years immediately preceding the year in which the member towns vote to authorize the incurring of the debt bears to the sum of the pupil enrollments of all the member towns in the District on October 1 of the same three fiscal years, 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 VIII.

For the purpose of this clause, pupil enrollments shall be defined as the number of pupils in grades nine through twelve (9 - 12), inclusive, residing in each member town and receiving education in the South Shore Regional Vocational School District at such town's expense.

(3) In the event the debt is incurred in any year before a new member town which has been admitted to the District pursuant to Section VIII has been a member town for at least three full years, such town's pupil enrollment on the most recent October 1 of the fiscal year in which the debt is incurred will be used for the purpose of apportioning such debt pursuant to clause (2) of this Section. In the event that the Committee votes to incur debt prior to October 1 in the first year of a new member town's admission to the District, the enrollment for that new member town will be the enrollment on the day of the School Committee vote to incur such debt.

(a) if the Committee votes to incur such debt (according to Section VI) in the first year of membership, the new member town's pupil enrollment in such first year is multiplied by three;

(b) if the Committee votes to incur such debt (according to

Section VI) in the second year of membership, the sum of the new member town's pupil enrollments for the first two years of membership is multiplied by one-and-one-half (1 ½); and

(c) if the Committee votes to incur debt (according to Section VI) in the third year of membership, the sum of the new member town's pupil enrollments for the first three years of membership will be used.

(E) **Transportation**

School transportation shall be provided by the District. ~~and~~ To determine each member town's proportionate share of pupil transportation, it shall be determined based on the total cost of transportation minus the estimated Chapter 71 transportation reimbursement of the number of pupils in grades nine through twelve (9 - 12), inclusive, residing in each member town and receiving education in the South Shore Regional Vocational School District at such town's expense.

(F) **Times of Payment of Apportioned Costs**

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

(2) Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection 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 days of August, December, April and June of each fiscal year.

(G) **Apportionment of Costs to New Member Towns**

In the first fiscal year in which the admission of a new member town is effective, the town shall pay as its share of the operating costs for such fiscal year, an amount equal to that which the town would pay if the pupils from the town enrolled in the District were tuition pupils. During the first fiscal year, such town shall be responsible for providing school transportation for pupils enrolled in the District and for paying the costs of such transportation. After the first fiscal year in which the admission of a new member town is effective, the town's share of operating costs, capital costs, debt and transportation costs shall be determined in accordance with Section V. If on October 1, there is an enrollment of less than five pupils from such town in the District, such new member town shall be deemed to have an enrollment of five pupils in the District.

SECTION VI - INCURRING OF DEBT

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.

The Committee may vote to incur debt consistent with the terms and conditions of MGL, Chapter 71, Section 16 (d) paragraph 1, Chapter 71, Section (d) paragraph 2, or Chapter 71, Section (n), 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 one of the three aforementioned processes that appear in MGL, Chapter 71, Section (d) or Section (n), as amended.

SECTION VII - AMENDMENTS

(A) Limitations

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds, notes or other obligations 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 debt 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 X), may be initiated by a minimum vote of two-thirds (2/3) members of the Committee or by a separate petition from at least two-thirds (2/3) of the member towns. Such petitions shall be signed by at least one hundred (100) registered voters from each of these two-thirds (2/3) member towns. In the case of a proposal for amendment by petition, the said petition shall also contain, at the end thereof, a certification by the clerk of each member town voting as to the number of signatures in the petition which appear to be the names of registered voters (according to the most recent voting list) from that town; and the 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 amendment (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 town meeting, or a special town meeting called for the

purpose, an article stating the amendment. Such amendment shall take effect upon its acceptance by a minimum of two-thirds (2/3) of the member towns, acceptance by each member town to be by a majority vote at a town meeting as aforesaid. All amendments must be approved by the Commissioner of Elementary and Secondary Education (hereinafter sometimes referred to as the "Commissioner"). An amendment involving a change in the way that the operating and/or capital budgets are assessed may not take effect until the July 1 after a minimum of two-thirds (2/3) of the member towns and the Commissioner have approved acceptance by the previous December 31.

SECTION VIII - ADMISSION PROCESS FOR NEW MEMBER TOWNS TO THE DISTRICT

- (A) By an amendment of this Agreement adopted under and in accordance with Section VII above, any other town 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 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 [for example, Code of Massachusetts Regulations; that is, CMR 603 41.05 (6)] as may be applicable and such terms as may be set forth in such an amendment.
- (B) The Committee, prior to the admittance of a new member town, will have the option establishing the amount of any costs additional to costs referenced in Section V (G) to that new member town to be included in the District. These additional costs will be clearly articulated to the Regional Planning Committee of the potential new member town and will be made clear to 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 31.

SECTION IX - WITHDRAWAL PROCESS OF MEMBER TOWNS FROM THE DISTRICT

- (A) **Vote Expressing Desire to Withdraw**
Any member town seeking to withdraw from the District shall, by majority vote at an annual or special town meeting, request the

Committee to formulate an amendment to this Agreement setting forth the terms by which such town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year. The vote stated in the preceding sentence, as well as the notification to the District consistent with paragraph B below, must all occur no less than two (2) years prior to the desired date of withdrawal.

(B) Notice

The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chair as well as the District's superintendent in writing that such town has voted to request the Committee to formulate an amendment to the Agreement (enclosing a certified copy of such vote) setting forth the terms for withdrawal.

Thereupon, the Committee shall formulate an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in Section VIII (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 formulated an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). 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 amendment.

(C) Obligations of Withdrawing Member Towns

In addition to other terms and requirements which the Committee shall include in the amendment, the member town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal 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 the town had not withdrawn from the District; (3) other liabilities incurred during all times that the town was a member of the District (e.g., OPEB - Other Post-Employment Benefits); and (4) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

(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 a minimum of two-thirds (2/3) of the member towns, is approved by the Commissioner, and the withdrawal can become effective no less than one full year after the completion of these requirements.

- (E) **Cessation of Terms of Office of Members of Withdrawing Town**
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.

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. Income received by the District from tuition pupils will be treated by the Committee according to MGL, Chapter 71, Section 16D1/2.

SECTION XI - ANNUAL REPORT

The Committee shall submit in January an annual report to each of the member towns containing information to publish in the annual town reports that highlights District events and activities.

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

Regional School
Committee: _____ Date: _____

_____(typed name)_____ (Chair)

Town of
Abington: _____ Date: _____

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

Town of
Cohasset: _____ Date: _____

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

Town of
Hanover: _____ Date: _____

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

Town of
Hanson: _____ Date: _____

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

Town of
Norwell: _____ Date: _____

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

Town of
Rockland: _____ Date: _____

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

Town of
Scituate: _____ Date: _____

(typed name) (Town Clerk or BoS Chair)

Town of
Whitman: _____ Date: _____

 (typed name) (Town Clerk or BoS Chair)

Commissioner of the Department of Elementary and Secondary Education:

_____ (typed name) Date: _____