

Agreement among the Towns of  
ACUSHNET, CARVER, LAKEVILLE, MATTAPOISETT, and  
ROCHESTER, MASSACHUSETTS  
With Respect to the Establishment of a  
Regional Vocational Technical High School District



OLD COLONY REGIONAL VOCATIONAL  
TECHNICAL HIGH SCHOOL DISTRICT  
476 North Avenue  
Rochester, MA 02770-1899

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This Agreement is entered into pursuant to Chapter 71 of the Massachusetts General Laws, hereinafter referred to as M.G.L., as amended, by and among the Towns of Acushnet, Carver, Lakeville, Mattapoisett, and Rochester (hereinafter referred to as the “member towns”) with respect to the establishment of a regional vocational technical school district to be known as the “Old Colony Regional Vocational Technical School District” (hereinafter referred to as the “District”). In consideration of the mutual promises herein contained, it is hereby agreed as follows:

## SECTION I TYPE OF REGIONAL SCHOOL DISTRICT

The District shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The District School Committee (hereinafter referred to as the “Old Colony District School Committee” or as the “Committee”) is hereby authorized to establish and maintain such kinds of education, as may be provided under the provisions of M.G.L. c. 74, as amended. The Committee may also provide self-funding programs beyond the secondary school level, either alone or in cooperation with other institutions, in accordance with the provisions of M.G.L. c. 74, Section 37A, as amended.

## SECTION II LOCATION OF THE REGIONAL DISTRICT SCHOOL

Old Colony Regional Vocational Technical High School (hereinafter sometimes referred to as “Old Colony”) shall be located within the Town of Rochester or any other member town, provided, however, that the Committee may establish and locate satellite regional school facilities in any member town.

## SECTION III DISTRICT SCHOOL COMMITTEE

### A. Composition

The powers and duties of the District shall be vested and exercised by the Old Colony District School Committee. All appointments to the Committee by any member town and the filling of any vacancy shall be made by an appointing committee of elected officials; consisting of three (3) members of the Board of Selectmen, three (3) members of the local School Committee, and the Town Moderator, who shall be the Chair and will call the meeting to order. The Board of Selectmen and the local School Committee shall designate the members of their respective boards who will serve on the appointing

committee. If a member town has no local school committee because it is a member of a kindergarten through grade twelve regional school district, the appointing committee, shall be comprised of three members of the Board of Selectmen, three members from the town's membership on a kindergarten through grade twelve regional district school committee and the Town Moderator, who shall be the Chair. The appointing committee of each member town shall fill its representative position by May 1, or as close as possible to May 1, of the year in which a term expires. All members of the Committee shall serve until their successors are appointed and sworn in.

B. Permanent Committee

The appointing committee from each member town shall appoint three (3) members to serve on the Committee. The terms shall be staggered annually, so that every year in which the term of office of a member expires, the appointing committee from the member town involved shall appoint one (1) member to serve on the Committee for a term of three (3) years beginning on May 1 of the year in which the appointment is required to be made. All terms shall end on April 30 of the appropriate year. The District shall provide notice to the member towns of impending vacancies by March 1.

C. Vacancies

If a vacancy occurs among the members appointed under subsection B, the appointing committee from the member town involved shall appoint a member to serve for the balance of the unexpired term within thirty (30) days of the vacancy or as promptly as possible. A vacancy shall occur when a committee member resigns, is unable to serve, or is not in compliance with the residency requirement.

D. Organization

At the first regular meeting of the Committee held in the month of May, the Committee shall organize and vote to appoint a chair and vice-chair from among its own membership. The Committee shall also appoint a treasurer and a secretary who may be the same person but need not be members of the Committee. Additionally, the Committee may choose other such officers as it deems advisable, determine the terms of office for the officers, except the chair and vice chair who shall be elected annually as provided above, and prescribe the powers and duties of any of its officers, articulate the time and place of its regular meetings and provide for calling of special meetings

E. Power and Duties

The Committee shall have all the powers and duties conferred and imposed upon it by this Agreement, the additional powers and duties as specified in M.G.L. c. 71, Section 16 as amended, and those specified in any other applicable general law or special law.

F. Quorum

The quorum for the transaction of business shall be a majority of the Committee, but a number less than the majority may adjourn.

SECTION IV            BUDGET

A. Tentative Operating and Maintenance Budget

The Committee shall annually prepare a tentative operating budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The Committee shall convey a copy of the preliminary budget to the Chair of the Board of Selectmen or the Finance Committee of each member town, preferably itemized as follows, or in such detail as the Committee may deem advisable:

1. Administration
2. Instruction
3. Other School Services
4. Operating and Maintenance of Plant
5. Fixed Charges
6. Acquisition of Fixed Assets
7. Community Services
8. Debt Retirement and Debt Service
9. Programs with other Districts and Private School

B. Final Operating Budget

After conducting a public hearing consistent with M.G. L. Chapter 71, Section 38 N, as amended, the Committee, by two thirds vote of all its members, shall adopt an annual operating budget including debt and interest charges and any other capital costs as separate items on any date prior to March 31<sup>st</sup>, but no 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.

The Committee shall apportion the amount necessary to be raised in order to meet the said budget in accordance with the provisions of Section V. The amounts so apportioned to each member town shall be certified to the Town Treasurers within thirty (30) days from the date on which the annual budget is adopted. The annual budget must be approved by a simple majority vote at each member town's annual meeting. The annual budget shall be considered adopted upon the approval by the appropriating authorities of two-thirds of the member towns.

## SECTION V            APPORTIONMENT AND PAYMENT OF COSTS

### A.     Classification of Costs

For the purpose of apportioning assessments by the District against the member towns, costs shall be divided into four categories: capital costs, debt, operating costs, and transportation costs.

### B.     Capital Costs and Debt

Capital costs shall include all expenses described in the Massachusetts Department of Elementary and Secondary Education's (hereinafter referred to as "DESE") Chart of Accounts in the 7000 Function Code.

Debt shall include the payment of principal and interest on bonds or other obligations of the District to finance capital costs as defined above.

### C.     Apportionment of Capital Costs and Debt

Capital costs shall be apportioned to the member towns annually for the ensuing year in the following manner. Each member town's share of ninety (90) percent of the capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in Old Colony Vocational Technical High School on October 1 of the fiscal year preceding the fiscal year for which the apportionment is determined, bears to the total pupil enrollment from all the member towns on the said date. In the event that there is no enrollment in Old Colony Vocational Technical High School from all the member towns on October 1 of any such year, the said ninety (90) percent of capital costs for the ensuing fiscal year shall be apportioned on the basis of the enrollment in all public, private, and parochial schools wherever located of pupils in all the grades from the kindergarten through grade twelve residing in each member town on October

1<sup>st</sup>. Each member town's share of the other ten (10) percent of the capital costs for each fiscal year shall be apportioned on the basis of the enrollment in all public, private, and parochial schools wherever located of pupils in all grades from kindergarten through grade twelve residing in each member town on said October 1 of the fiscal year preceding the fiscal year for which the apportionment is determined. Capital costs represented by debt service shall be apportioned as a capital cost of the fiscal year in which the debt service falls due.

#### D. Operating Costs and Apportionment of Said Costs

Operating costs shall include all costs not included in capital, debt, and transportation costs as defined in Sections V (B), and (E), but shall include interest on temporary notes issued by the District in anticipation of revenue.

The operating costs to a member town will equal the Minimum Local Contribution, as determined by the Commissioner of Elementary and Secondary Education, (hereinafter referred to as the "Commissioner"), 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 Costs 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:

$$\begin{array}{r}
 \text{Net School Spending Operating Costs (which excludes capital, debt and} \\
 \text{transportation)} \\
 - \quad \text{Chapter 70 aid (as calculated by DESE)} \\
 - \quad \text{Minimum Required Combined Local Contributions of all member towns} \\
 \quad \text{(as calculated by DESE)} \\
 - \quad \underline{\text{Other general revenue sources to the District}} \\
 \\
 = \quad \text{Total Above Minimum Contribution for all member towns}
 \end{array}$$

Each member town's proportionate share of the aggregate Above Minimum Contribution shall be determined based on the ratio of pupil enrollment in the District from all member towns on October 1 of the preceding fiscal year for which the apportionment will be assessed.

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.

E. Transportation

Each member town's proportionate share of pupil transportation, shall be determined based on the total cost of transportation minus the estimated Chapter 71 transportation reimbursement. The remainder amount will be assessed to the member towns based on the ratio of pupil enrollment in the District from all member towns on October 1 of the preceding fiscal year for which the apportionment will be assessed.

F. Special Operating Costs

The Committee shall determine the operating costs for each fiscal year of any evening trade extension courses or any other type of courses, which are offered by the District to persons other than the pupils attending the regular day regional vocational school. Each member town's share of such operating costs shall be determined by computing the ratio which that town's enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment pupil hours in such courses from all the member towns on the same date. In the event that enrollment of pupil hours in such courses has not been accomplished by November 1 of any fiscal year, such operating costs for the ensuing year shall be apportioned on the basis of the enrollment in all public, private, and parochial schools wherever located of pupils in all the grades from kindergarten through grade twelve residing in each member town.

G. Total Assessment

The total assessment to a member town will equal the total of the operating, capital, debt, and transportation costs apportioned to the member towns in accordance with this Section V and applicable law.

H. The Fiscal Year and Payment of Apportioned Costs

Except as may otherwise be provided by law, the fiscal year of the District shall be the same as the fiscal period of the member towns and the work year as it relates in this agreement to a fiscal or budget period shall mean the fiscal year of the District. Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in section IV (B) of the capital, debt, transportation and operating

costs. The annual share of each member town shall be paid in the amounts and at the times specified below so that at least the following percentages of such annual shares shall be paid on or before the dates indicated respectively:

September 1	25%
December 1	60%
March 1	75%
May 15	100%

## SECTION VI                    TRANSPORTATION

School transportation shall be provided by the District and the cost thereof shall be apportioned to the member towns. Notwithstanding the preceding sentence of this section, during the first fiscal year in which the admission pursuant to Section X of a new member town is effective, such town shall be responsible for providing school transportation for pupils enrolled in the District and for paying the costs of such transportation. There will be no regional transportation reimbursement to a new member town in the first year of membership in the District.

## SECTION VII                    INCURRING OF DEBT

Not later than seven (7) 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 Board of Selectmen in each member town.

The Committee may vote to incur debt consistent with the terms and conditions of M.G.L. Chapter 71, Section 16(d) paragraph 1, Section 16(d) paragraph 2, or Section 16(n), as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, this Agreement authorizes the Committee, by two-thirds (2/3) vote, to select one of the three statutory processes for incurring debt referenced in this Section VII.

## SECTION VIII                    TUITION STUDENTS

The Committee may accept for enrollment in Old Colony Vocational Technical High

School, pupils from towns other than member towns on a tuition basis at a rate determined by DESE. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section V to the member towns.

## SECTION IX            AMENDMENTS

### A.     Limitation

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 or notes or other evidences 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 XI), may be initiated by a vote by a majority of all members of the Committee or by a petition signed by at least ten (10) percent 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 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 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 Board of 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 proposed amendment. Such amendment shall take effect upon its acceptance by all the member towns by a majority vote at a town meeting as aforesaid and the approval of the Commissioner.

## SECTION X            ADMISSION OF NEW TOWNS

By an amendment of this Agreement under, and in accordance with Section IX 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.

The Committee, prior to the admittance of a new member town, will have the option of negotiating the amount of all costs which will be assessed to that new member town to be included in the District.

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 XI            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. Withdrawal may only take effect on 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 Town Clerk of the member town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee Chair as well as the District's Superintendent-Director 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 IX (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 formulated an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). Each Board of Selectmen shall include in the warrant for the next annual or a special town meeting called for the purpose an article setting forth 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 all 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.

IN WITNESS WHEREOF, this Agreement has been executed as of

Regional  
School  
Committee: \_\_\_\_\_ Date: \_\_\_\_\_  
John T. Bandzul, Chairman

Town of  
Acushnet: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael A. Cioper, BOS Chair

Town of  
Carver: \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald E. Clarke, BOS Chair

Town of  
Lakeville: \_\_\_\_\_ Date: \_\_\_\_\_  
Aaron Burke, BOS Chair

Town of  
Mattapoisett: \_\_\_\_\_ Date: \_\_\_\_\_  
Jordan C. Collyer, BOS Chair

Town of  
Rochester: \_\_\_\_\_ Date: \_\_\_\_\_  
Greenwood Hartley III, BOS Chair

Department of  
Elementary &  
Secondary  
Education: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffrey C. Riley, Commissioner