

Agreement Between the Towns

Of

**Dennis and Yarmouth**

Establishing a Regional School District

as amended in

**Spring 2013**

AGREEMENT BETWEEN THE TOWNS OF DENNIS AND YARMOUTH ESTABLISHING A REGIONAL SCHOOL DISTRICT AS AMENDED

This amended agreement is made pursuant to Chapter 71 of the General Laws between the towns of Dennis and Yarmouth, hereinafter sometimes called member towns.

SECTION 1. THE REGIONAL SCHOOL DISTRICT COMMITTEE

(a) Composition

The powers and duties of the Regional School District shall be vested in and exercised by a Regional School District Committee, hereinafter called the Committee, which shall, except as provided in subsection 1(c) hereof, consist of seven (7) members, three (3) of whom shall be residents of and elected by Dennis and four (4) of whom shall be residents of and elected by Yarmouth. (Approved Dennis Town Meeting 3/26/81; Approved Yarmouth Town Meeting 4/7/81). All members shall serve until their respective successors are elected and qualified. Except as provided in subsection 1(c) hereof, the term of office of members of the Committee shall be three (3) years.

(b) Interim Committee

All members of the present Regional School District Committee and the School Committees of Dennis and Yarmouth, acting jointly, shall serve as an Interim Committee until the next annual town elections held in the year following the year in which this amended agreement is accepted by the member towns.

(c) Election of Members

Members of the Committee shall be elected by the voters of the member towns at each member town's annual town election.

At the annual town elections of the member towns to be held in the year following the year in which this amended agreement is accepted by the member towns, there shall be elected ten (10) members of the Committee, four (4) of whom shall be residents of and elected by Dennis and six (6) of whom shall be residents of and elected by Yarmouth, as follows:

(1) One (1) member who is a resident of and elected by Dennis and two (2) members who are residents of and elected by Yarmouth, for a term of one (1) year;

(2) One (1) member who is a resident of and elected by Dennis and two (2) members who are residents of and elected by Yarmouth, for a term of two (2) years; and

(3) Two (2) members who are residents of and elected by Dennis and two (2) members who are residents of and elected by Yarmouth, for a term of three (3) years.

At the annual town elections held in the year following the year in

which this amended agreement is accepted by the member towns, the two (2) candidates from Dennis receiving the highest number of votes in Dennis and the two candidates from Yarmouth receiving the highest number of votes in Yarmouth shall be declared elected for a term of three (3) years; the one (1) candidate from Dennis receiving the next highest number of votes in Dennis and the two (2) candidates from Yarmouth receiving the next highest number of votes in Yarmouth shall be declared elected for a term of two (2) years; and the one (1) candidate from Dennis receiving the next highest number of votes in Dennis and the two (2) candidates from Yarmouth receiving the next highest number of votes in Yarmouth shall be declared elected for a term of one (1) year.

Effective at the 1982 annual town elections of the member towns, the size of the Committee shall be reduced to seven (7) members. Notwithstanding anything to the contrary in this Agreement, at the 1982 annual town elections of the member towns, Dennis shall elect one member for a term of three years and Yarmouth shall not elect any member; at the 1983 annual town election, however, Yarmouth shall elect two members, one for a term of two years and one for a term of three years. (Approved Dennis Town Meeting 3/26/81; Approved Yarmouth Town Meeting 4/7/81).

A candidate for membership on the Committee shall file nomination papers with the Town Clerk of the member town in which such candidate resides within the time allowed by the General Laws relating to filing nomination papers for town elections. Any registered voter of any member town may be a candidate and the method of his nomination shall be the same as if he were a candidate for elected town office in the town in which he is a registered voter.

Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the Town Clerk of the town in which they reside and a record of such oath shall be made and kept by the Town Clerk and a copy thereof delivered to the Secretary of the Committee.

Notwithstanding any other provision of this Agreement to the contrary, on or before the February first immediately following the official publication of the most recently conducted state or federal census, the Committee shall determine, on the basis of such census figures, the total population of each member town and the total population of the District. (For the purpose of this paragraph, "official publication" means publication by the Secretary of the Commonwealth in the case of the state census and transmittal to Congress by the President in the case of the federal census.) Membership on the Committee shall be adjusted at that time, as hereinafter provided, so that the number of members of the Committee from each member town shall be determined on the basis of the ratio of the population of such town to the total population of the District. (Approved Yarmouth Town Meeting 1/7/81; Approved Dennis Town Meeting 3/26/81).

The number of members of the Committee elected by a member town shall be determined by computing the ratio which that town's population bears

to the total population of the district; multiplying the quotient of such ratio by seven (7) and rounding the product thereof to the nearest whole number. (Approved Dennis Town Meeting 3/26/81; Approved Yarmouth Town Meeting 4/7/81).

If a member town is entitled to one or more additional members of the Committee, as hereinabove provided, such additional member or members from such town shall be elected to the Committee at the annual town election next following the February first on or before which the termination of population must be made. The initial term of one such additional member shall expire in the latest year, but not more than three (3) years, in which the least number of members from the town in which he resides would otherwise be elected and the initial term or terms of any further such additional member or members shall be so arranged that the terms of the least number of members from that town expire in any one year. If the population of a member town shall at any time cause its membership on the Committee to be reduced, such town shall at its next annual town election (or, if the reduction is by more than one, at its next and each subsequent annual town election until it has the requisite number of members) elect one less than the number of members of the Committee from that town whose terms expire. If that reduction does not occur in the year or years in which the largest number of members of the Committee from that member town is elected, there shall be an adjustment in the next year in which the largest number of members of the Committee from that member town is elected, such that one term to be filled by election in that year shall expire in the year in which the least number of members of the Committee from that member town would otherwise be elected. Notwithstanding any such reduction in membership, each elected member shall serve until the expiration of the term for which he was elected. (Approved Yarmouth Town Meeting 1/7/81; Approved Dennis Town Meeting 3/26/81).

The term of office of members of the Committee shall commence on the day following their election. (Adopted Dennis Town Meeting 2/77; Yarmouth Town Meeting 4/77).

If there is a failure to nominate or a failure to elect a candidate, then the Board of Selectmen of the member town in which such failure to nominate or elect occurs shall appoint a member as though there were a vacancy under the provisions of subsection 1(a) of this amended agreement.

(d) Organization

At the first regular meeting of the Committee following the acceptance of this amended agreement by the member towns, and, thereafter, at the first regular meeting of the Committee following the latter of the annual town elections of the member towns in each year, the Committee shall organize and choose by ballot a chairman and vice-chairman from its own membership. At the same meeting or at any other meeting, the Committee shall appoint a treasurer and a secretary who may be the same person but who need not be members of the Committee.

(e) Vacancies

If a vacancy occurs on the Committee, such vacancy shall be filled

within thirty (30) days there from by the Board of Selectmen of the member town in which the member vacating office resided at the time of his election. The person so appointed shall be a resident of the town from which the vacancy occurred and shall serve until the next annual town election, at which election a successor shall be elected to serve the balance of the unexpired term, if any.

(f) Quorum

A majority of the Committee shall constitute a quorum, but a lesser number may adjourn any meeting from time to time.

(g) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon regional school district committees by law and by this amended agreement and any amendment or additions thereto or as may be conferred and imposed upon it by any applicable general or special law. Without limiting the generality of the foregoing, the Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with Chapter 74 of the General Laws.

SECTION 2. TYPE OF REGIONAL SCHOOL DISTRICT

The Regional School District shall include all grades, kindergarten through twelve (12).

SECTION 3. LOCATION AND LEASING OF SCHOOL FACILITIES

(a) Location

In addition to the existing regional school facilities, any facility constructed for the purpose of accommodating pupils principally from a particular member town shall be located in such town. Any school facility constructed to accommodate pupils in grades nine (9) through twelve (12) shall be located in the district and within a five (5) mile radius of the intersection of Routes 6 and 134.

The locations of the school facilities described in subsection 3(b) are hereby confirmed.

(b) Lease of Schools

Dennis is hereby authorized to lease to the Regional School District all the premises, including buildings and equipment, known as: Ezra H. Baker Elementary School and Nathaniel H. Wixon Middle School.

Yarmouth is hereby authorized to lease to the Regional School District all the premises, including buildings and equipment, known as: South Yarmouth Elementary School, John Simpkins Elementary School, Marguerite E. Small Elementary School and Mattacheese Middle School.

Each of the leases authorized above shall be for a term of fifteen (15) years, which shall commence on the date on which the Committee assumes jurisdiction over the pupils in the grades served by said schools, shall

contain a provision for the extension of the term for an additional term of fifteen (15) years, renewable at any time during the term at the option of the Committee, and shall contain provisions authorizing the Regional School District to insure, repair, improve, alter, or remodel any of the leased facilities. No rental shall be charged to the District by either of the member towns. Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee, who are authorized and who shall execute the lease for the member town and the District, respectively.

#### SECTION 4. APPORTIONMENT AND PAYMENT OF COSTS AND REVENUE

##### (a) Definition of Costs

For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into three (3) categories, as follows:

(1) Capital costs, which shall consist of the costs of: acquiring land and constructing, reconstructing, adding to, and equipping a school building or buildings; remodeling and making extraordinary repairs to a school building or buildings; constructing sewerage systems and sewerage treatment and disposal facilities; purchasing or using such sewerage systems with municipalities; leasing, with an option to purchase, equipment for educational purposes; any other projects or acquisitions of a capital nature which the District is or may be authorized to finance by borrowing; and debt service on bonds and notes of the District issued to finance capital costs.

(2) Special operating costs, which shall include the cost of evening, graduate, and extension courses or any other types of courses, including vocational education programs but excluding summer school programs, that are offered by the District to persons other than pupils attending a regular District comprehensive school program in any of the grades kindergarten through twelve, inclusive.

(3) Operating costs, which shall consist of all costs of the District other than capital cost and special operating costs.

##### (b) Apportionment of Capital Costs

Capital costs shall be apportioned as follows:

(1) Such costs incurred prior to September 1, 1973, shall be apportioned between the member towns on the basis of equalized valuation of such towns, as set forth in Chapter 559 of the Acts of 1945, entitled "An Act Establishing the Basis for Apportionment of State and County Taxes," or such later equalized valuation as may be enacted by the General Court of the Commonwealth next preceding each bond issue.

(2) Such costs incurred on or after September 1, 1973, but prior to the effective date of the amended agreement shall be apportioned to the member towns for any fiscal year on the basis of their respective enrollments in the regional district schools on October first of the

preceding year, or in the event that enrollment in the regional district schools has not been accomplished by that date, on the basis of enrollment in grades nine (9) through twelve (12) of pupils residing in each member town and receiving education at such town's expense on October first of the preceding year.

(3) Such costs incurred on or after the effective date of this amended agreement shall be apportioned to the member towns separately with respect to each district school facility, as follows:

a. Such costs incurred in connection with any particular district elementary school shall be apportioned for each fiscal year on the basis of each member town's enrollment, if any, in such school on October first of the preceding fiscal year. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in such school facility on October first of the preceding fiscal year bears to the total pupil enrollment from both of the member towns in that school facility on the same date. If enrollment in any school facility has not been accomplished by October first of any year, capital costs shall be apportioned on the basis of the enrollment on the preceding October first of pupils in the grades of each town for which the facility is being or has been planned, as shall be determined by the Committee.

b. Such costs incurred in connection with any particular district high school shall be apportioned between the member towns on the basis of each town's enrollment in the regional district high schools, wherever located, on October first of the preceding fiscal year. Each town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in the regional district high school or schools, wherever located, on October first of the preceding fiscal year bears to the total pupil enrollment from both of the member towns in the regional district high school or schools, wherever located, on the same date.

c. Such costs incurred in connection with any particular district junior-senior high school shall be apportioned between the member towns as follows:

(1) Twenty-five (25%) percent of such costs shall be allocated to the seventh and eighth grade portion of the school and shall be apportioned as provided in subsection 4(b) (3)a of this amended agreement;

(2) Seventy-five (75%) percent of such costs shall be allocated to the ninth through twelfth grade portion of the school and shall be apportioned as provided in subsection 4(b) (3)b of this amended agreement.

d. For the purposes of this subsection 4(b) (3), the term "district elementary school" shall mean a school building or buildings which accommodates or has been planned to accommodate pupils in grades kindergarten through eight or any one or more of such grades; the term

"district high school" or "regional district high school" shall mean a school building or buildings which accommodates or has been planned to accommodate pupils in grades nine through twelve; the term "junior-senior high school" shall mean a school building or buildings which accommodates or is planned to accommodate pupils in grades nine through twelve plus pupils in any one or more of the elementary grades kindergarten through eight.

(c) Apportionment of Special Operating Costs

Special operating Costs shall be apportioned to the member towns on the basis of the ratio which the enrollment of pupil hours of residents of each member town in courses described in paragraph 2 of subsection 4(a) for the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from residents of both member towns on such dates. Enrollment in such courses shall be determined on the basis of those pupils enrolled in each of said courses as of the first Tuesday after the first Monday of the week that said courses commence.

(d) Apportionment of Operating Costs

Operating costs attributable to a particular district school facility or attributable solely to the district school facilities located in one member town shall be apportioned separately with respect to each district school facility. Such costs incurred on or after the effective date of this amended agreement shall be apportioned between the member towns as provided in subsection 4(b) (3)a of this amended agreement.

Operating costs not attributable to a particular district school facility or not attributable solely to the district school facilities located in one member town, which shall include, but not be limited to, any operating costs that exceeds any minimum local contribution as required by the state, the costs of operation and maintenance of the District's central administration office and staff, the responsibilities of which are District-wide, and the costs of transportation of pupils to and from school, food services, employees' retirement, and insurance, and capital costs not otherwise apportioned under section 4(b), shall be apportioned to the member towns for any fiscal year on the basis of each town's enrollment in the regional district schools, wherever located, on October first of the preceding fiscal year.

The decision of the Committee as to whether any costs are attributable to a particular district school facility or solely to the district school facilities located in one member town, shall be final and conclusive.

(e) Times of Payment of Apportioned Costs

(1) Capital costs. At least fifteen (15) days before the date on which any indebtedness (consisting of interest or principal and interest on bonds and notes) incurred by the District to finance capital costs is payable, each member town shall pay to the District its respective share of the amount that is so payable by the District on said date. All other capital costs not consisting of payments on account of indebtedness as

aforesaid shall be paid in the same manner as operating costs.

(2) Special operating costs and operating costs. Each member town shall pay to the District in each fiscal year its proportionate share, determined as provided in subsection 4(c) and 4(d), of the special operating costs and operating costs. The annual share of each member town shall be paid in twelve (12) equal installments at such times that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth day of the first month of the fiscal year.

(f) Definition of Revenue

For purposes of apportioning revenue received by the District, the Regional School District shall apportion the following General Fund categories as defined herein:

- i. MGL Chapter 70 State Aid received from the Commonwealth of Massachusetts
- ii. Other Revenues
- iii. Massachusetts School Building Assistance, and
- iv. Transportation Aid

(g) Apportionment of Revenue

The above noted revenues shall be apportioned as follows:

- i. Chapter 70 Aid: Pursuant to Department of Education Regulations.
- ii. Other Revenues: Pursuant to enrollment counts as determined on October First of the preceding fiscal year.
- iii. Massachusetts School Building Assistance: As an "offset" to the applicable corresponding capital construction cost.
- iv. Transportation Aid: As an "offset" based on actual headcounts.

## SECTION 5. TRANSPORTATION

School transportation shall be provided by the District and the cost thereof shall be apportioned to the member towns as an operating expense.

## SECTION 6. AMENDMENTS

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made that 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 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.

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 (8)), may be initiated by a majority vote of the Committee or by a petition signed by ten (10%) percent of the registered voters of the District. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of each member town as to the number of registered voters in said town according 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 shall mail a notice in writing to the Board of Selectmen of each member town 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 town meeting or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by each of the member towns, acceptance by each member town to be by a majority vote at a town meeting as aforesaid.

#### SECTION 7. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this agreement adopted under and in accordance with section 6 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 upon such terms as may be set forth in such amendment.

#### SECTION 8. WITHDRAWAL

The withdrawal of a member town from the District may be affected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided:

(a) 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 fiscal year in which such withdrawal takes effect; and

(b) that 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 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 that such town has paid over at the time of withdrawal and which has been applied to the payment of indebtedness. The clerk of the town seeking to withdraw shall notify in writing the

Committee 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 limitations contained in the first paragraph of section 6. The Secretary shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has proposed an amendment (enclosing a copy of the amendment). 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 or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each member town to be by majority vote at a town meeting as aforesaid. The withdrawing town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection 4(b), or as may be otherwise provided in the amendment providing for withdrawal.

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

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of regional school districts.

#### SECTION 9. AUTHORIZATION OF DEBT

The incurring of indebtedness, except temporary indebtedness in anticipation of revenue, by the District shall be subject to disapproval by the registered voters in the member towns pursuant to the provisions of clause (d) of section sixteen of chapter seventy-one of the General Laws, as it may from time to time be amended.

#### SECTION 10. BUDGET

##### (a) Tentative Budget

Not less than thirty (30) days prior to the date on which the Committee adopts, or is required to adopt, whichever occurs first, its final budget for the ensuing fiscal year, the Committee shall prepare a tentative operating and maintenance budget including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes, or other evidence of indebtedness of the District. Said budget shall be in reasonable detail, including the amounts payable under

the classification of expenses recommended by the Massachusetts Department of Education. Copies of such tentative budget shall be mailed to the Chairman of the Finance Committee and the Board of Selectmen of each member town.

Not later than fifteen (15) days following the date on which copies of the tentative budget are mailed to the Chairman of the Finance Committee and the Board of Selectmen of the member towns as aforesaid, the Committee shall hold a public hearing within the District, after posting in at least two (2) public places in each member town at least seven (7) days in advance of the hearing, a notice stating the time, place, and purpose of the hearing, and giving such further notice as may be required by law. At such hearing, the Committee shall present the tentative budget and shall answer any reasonable inquiries with respect thereto.

(b) Annual Budget

The Committee shall adopt an annual operating and maintenance budget on or before the latest date permitted by law there of. Said budget shall include debt and interest charges as a separate item, and the Committee shall apportion the amount necessary to be raised in order to meet said budget in accordance with the provisions of subsections 4(b), (c), and (d). The amount so apportioned to each member town shall, not later than thirty (30) days following adoption of the final annual budget, be certified by the district treasurer to the treasurer of each member town, and each member town shall, at its next annual meeting, appropriate the amounts so certified to it.

SECTION 11. TUITION STUDENTS

Students residing outside the District may attend the District's schools upon approval of the Committee and payment of tuition as determined by the Committee.

SECTION 12. EMPLOYMENT OF TEACHERS

Any teacher whose position is superseded by the establishment, operation or expansion of the District and who is serving at the discretion of a local school committee of a member town when this amended agreement takes effect shall be employed by the Committee to serve at its discretion. Any teacher who is employed by a local school committee of a member town on April fifteenth preceding the date on which the District assumes jurisdiction of the pupils in the grade or grades being taught by such teacher, but who is not serving at the discretion of such local school committee, shall be given preferred consideration for a similar position in the District's schools to the extent such positions exist.

SECTION 13. ASSIGNMENT OF PUPILS

Subject to the provisions of this section 13 and section 14, all pupils in grades kindergarten through **three** shall receive their education in facilities that are located in the respective towns in which the pupils

reside, except that in the case of children with special needs, the Committee may provide for other appropriate arrangements. For the purposes of this section, the term "children with special needs" shall have the same meaning as the term "school-age child with special needs," as defined in section one of chapter seventy-one B of the General Laws.

#### SECTION 14. EFFECTIVE DATE AND JURISDICTION

This amended agreement shall take effect upon its acceptance by each of the member towns, acceptance by each town to be by a majority vote at a town meeting.

Notwithstanding any provision of this section to the contrary, the Committee shall assume jurisdiction over the pupils in all grades of the District from kindergarten through grade twelve on July first next following the affirmative votes of the member towns to accept this amended agreement. Until the Committee assumes such jurisdiction, the local school committees of the member towns shall retain jurisdiction over the schools located in their respective towns, excluding the present regional high school, with respect to the operation of such schools and the expenditure of funds appropriated therefore for the fiscal year ending on the day before the Committee so assumes such jurisdiction.