

SILVER LAKE REGIONAL SCHOOL DISTRICT AGREEMENT

*AMENDED AND APPROVED BY VOTE OF THE REGIONAL SCHOOL
COMMITTEE ON [insert date]*

REGIONAL AGREEMENT
SILVER LAKE REGIONAL SCHOOL DISTRICT
FOR THE THREE TOWNS OF
HALIFAX, KINGSTON AND PLYMPTON

I. REGIONAL SCHOOL DISTRICT

This agreement is entered into pursuant to Chapter 71 of the Massachusetts General Laws (M.G.L.) as amended, between the towns of Halifax, Kingston and Plympton (hereinafter each referred to individually as a “Town” or collectively as the “Towns”) to form the Silver Lake Regional School District referred to as “District” and amends in its entirety the agreement initially established in 1951. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. Type

The District shall serve Pre-Kindergarten (Pre-K) and Grades 7-12.

2. Location

All District schools shall be located within the towns of the District.

3. Transportation

School transportation shall be provided by the District, to the extent required by Massachusetts law, and the cost thereof shall be apportioned to the towns as an operating cost in accordance with Section IV(2)(c).

II. DISTRICT SCHOOL COMMITTEE

1. Composition

The District School Committee (hereinafter referred to as “Committee”) shall consist of nine members, three of whom shall be elected from the Town of Halifax, four of whom shall be elected from the Town of Kingston and two of whom shall be elected from the Town of Plympton.

2. Weighted Voting

For purposes of voting on matters properly before the Committee, Committee members from the towns of Halifax, Kingston and Plympton shall have their recorded votes weighted to ensure compliance with equal apportionment principles in accordance with M.G.L. c. 71, s. 14E(4). The weighted vote of each Committee member shall be established every ten years according to the Federal Census. The Committee will review the Federal census data and the weighted votes

will be modified if necessary within six (6) months of the issuance of the data or July 1, whichever is earlier.

A majority vote shall require greater than fifty percent (50%) of the weighted vote of a quorum of the Committee. A quorum of the Committee is considered present when members who hold greater than fifty percent (50%) of the weighted vote are in attendance as well as at least one member from each town. As of July 1, 2023, the weighted votes are as follows:

Each Kingston member's vote is fourteen percent (14%)

Each Plympton member's vote is six percent (6%).

Each Halifax member's vote is ten and two-thirds percent (10.66%).

3. Selection

Committee members shall be elected at the respective annual Town elections of the towns.

4. Terms of Office

Members shall be elected for a term of three years, which shall be staggered. All terms of office shall commence on June 1.

5. Vacancies

Any vacancy occurring among the members shall be filled by the Selectboard and the remaining members of the Committee of the Town in which the member was elected, with the member so appointed to serve until June 1 after the next annual town election of such Town. If the unexpired term of the former member extends beyond June 1 after such election, a new member shall be elected at the Town's annual election to fill the unexpired term to commence on June 1.

6. Organization

At the regular Committee Meeting following the completion of town elections and the swearing in process, the Committee shall organize and elect by open ballot a Chair and Vice-Chair from its own membership. The Committee shall also appoint a Treasurer, Assistant Treasurer (who is a member of the Committee), Secretary, and such other officers as it deems advisable, determine the terms of office 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.

7. Powers and Duties

a. The Committee shall have all the powers conferred, and all the duties imposed, by Sections 14 to 16I, inclusive, of Chapter 71 of the General Laws, and any amendments thereto, and all the powers and duties conferred and imposed upon school committees by law, the same to be exercised for and on behalf of the District.

b. The Committee shall establish and maintain within the District a Central Office for the transaction of its business, the place to be determined by the Committee; and the Committee

shall have the power to equip said Central Office and to purchase such supplies as may be required in the transaction of the business of the District.

c. The Committee shall have authority to act on any and all matters, not inconsistent with existing laws, which may seem advisable.

III: LEASE OF SCHOOLS IN TOWNS

1. The towns are hereby authorized to lease to the District all and/or part of the premises and the buildings presently known as the Kingston Elementary School, Dennett Elementary School, and/or Halifax Elementary School for the purpose of housing the District's Pre-Kindergarten program. Each of the leases authorized above shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in the Pre-Kindergarten. Each of the leases shall contain a provision or provisions for the extension of the term thereof for an additional term not in excess of twenty years, renewable at any time during the term, at the option of the Committee. The town(s) shall separately charge the District rent in the amount of \$6,425 per classroom for each fiscal year. Said rate is subject to negotiation by the Committee and the Selectboard of the town(s), and an amendment to this Agreement shall not be necessary to memorialize said rate change.
2. Each of the leases shall contain provisions for shared use of the building with the elementary schools and the Town. The District is not responsible for insuring and/or any capital costs associated with the leased spaces.

IV. DISTRICT FINANCES

The District budget shall consist of capital costs, operating costs, and transportation costs. Enrollment is defined in this Section as all resident students from each town that are listed on the October 1 report that actually attend the District schools (pre-K and grades 7-12), but excluding charter, school choice, and tuition students.

1. Method of Apportioning Capital Costs in the District

- a. Each town's share of capital costs shall be determined for each fiscal year by computing the ratio which that Town's enrollment on the preceding October 1 bears to the total enrollment from all towns.
- b. Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation, the cost of the original equipment and furnishings for such buildings, or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises, such as playing fields and parking lots, etc., in operating condition; and such capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.

2. Method of Apportioning the Operating Costs of the District

- a. Operating expenses shall include all costs not included in capital costs as defined in Paragraph 1(b) of Section IV, but including interest on temporary notes issued by the District in anticipation of revenue.
- b. Operating costs shall be apportioned to the towns using the statutory assessment method, as defined in 603 CMR 41.01. Each town's share of that portion of the District's net school spending, as defined by M.G.L. c.70, § 2, that exceeds the total required local contribution for all towns shall be assessed by computing the ratio which the sum of the enrollment of a town bears to the sum of the enrollment for all of the District, as determined by the student enrollment in the District on October 1 of the preceding year. All towns must make their required local contribution to the District.
- c. Costs for transporting students to and from school shall be assessed by computing the ratio which enrollment of a town bears to the total enrollment of all towns.

3. Budget

A preliminary budget is presented to the Committee during January. Based on input from the towns and the Committee, budget adjustments may be made by administration and resubmitted to the Committee.

The Committee shall, no later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any town is to be held, but not later than March 31, determine the amounts necessary to be raised to maintain and operate the District during the ensuing fiscal year, and the amount required for payment of debt and interest incurred by the District which will be due in said fiscal year, and shall prepare a formal budget including these amounts. The vote on the budget must be by at least a two-thirds weighted vote of the full Committee after a public hearing has been held.

The Committee shall apportion the said amounts in accordance with the provisions of this agreement. The amount so apportioned for each town shall be certified by the District Treasurer to the Treasurers of the towns within thirty (30) days from the date on which the annual budget is adopted, but not later than April 30. The towns at their next annual town meetings shall vote on whether to appropriate the amount so certified. The budget shall be deemed approved upon the affirmative vote of 2/3 of the towns at town meeting.

4. Payments by Towns

Payments of the amounts apportioned to the towns shall, in equal installments, be paid to the Committee by the towns quarterly, on the fifteenth day of July, October, January and March in each fiscal year.

5. Annual Report

The Committee shall submit to each of the towns an Annual Report containing a detailed financial statement and a statement showing the methods by which the annual charges assessed

each town were computed together with such additional information relating to the operation and maintenance of the District schools as may be deemed necessary by the Committee or by the Selectboard of any town.

V. 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 towns, written notice of the amount of the debt and of the purposes for which it was authorized shall be given to the Selectboard in each town. The default method for incurring debt shall be M.G.L. c. 71, s. 16(d), which shall require a majority vote. A two-thirds (2/3) vote of the Committee is required in order to change the method to the process laid out in M.G.L. c. 71, s. 16(n). The District will follow and comply with the procedures and approval process outlined in the chosen method.

VI. AMENDMENTS

1. Limitations

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, 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 new towns to the District and the reapportionment accordingly of that part of the cost of construction represented by bonds or notes of the District then outstanding and of interest thereon.

2. Procedure

Any proposal for amendment may be initiated by a majority vote of the District School Committee or by a petition signed by ten percent (10%) of the registered voters in each of the towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of each 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 the registered voters of said town and said petition shall be presented to the Secretary of the Committee. In either case, the Secretary shall forthwith mail or deliver a notice in writing to the Selectboard of each of the 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 Selectboard of each town shall include in the warrant for the next Annual or Special Town Meeting called for the purpose, an article stating the proposal. Such amendment shall take effect upon its acceptance by all of the towns. Acceptance by each Town shall be by majority vote at a Town Meeting as described above and approval of the Commissioner of Elementary and Secondary Education, hereinafter sometimes referred to as Commissioner, is required.

3. Admission of Additional Towns to the District

a. A non-member town may petition the Committee for admittance to the District. The non-member town shall become a member of the District if the Committee agrees to draft an

amended Agreement allowing the town to join and said amended Agreement is accepted by all of the towns as well as the petitioning town, and acceptance by the towns and the petitioning town to be by majority vote at an annual or special town meeting and approval of the Commissioner no later than December 31 for an effective date of July 1.

b. Upon admission of a town to the District, assessments to the towns by the District to meet capital costs as defined in Section IV shall be reapportioned, the terms of reapportionment to be stipulated in the amendment to the Agreement by which the town is admitted to the District.

c. The newly admitted town shall pay to the District its share determined in Section IV of the funded indebtedness already retired in accordance the payment schedule negotiated with the newly admitted town. For the purpose of this calculation such retired indebtedness shall be considered as the difference between (1) the original plus any subsequent capital costs, exclusive of interest and the total state construction grant, depreciated at the rate of 2 per cent per year, and (2) that part of capital costs as yet unpaid less that part of the state construction grant not yet received. Such share shall be paid in equal installments not later than July 15th, October 15th, January 15th, and March 15th, in each year during the remaining period of indebtedness. Payments thus made shall be credited to the other towns comprising the District in amounts proportionate to the share of capital costs each has paid in the past and used to reduce current and/or future capital costs only.

d. If no funded indebtedness exists, the newly admitted town shall nevertheless assume liability for its share of past funded indebtedness which shall be computed in the manner described above in Section 3(c) and paid directly to the other towns then comprising the District in the proportion due each, payments to be made in ten equal annual installments. A provision shall be included in the amended Agreement, which shall outline the liability and method of payment in accordance with the requirements of this section.

4. Withdrawal of a Town from the District

a. Any town, by majority vote at town meeting, may petition to withdraw from the District under terms stipulated in a proposed amendment to the Agreement provided (1) that such withdrawal is approved by the Commissioner; (2) that the town seeking to withdraw pays the District any operating costs for which it became liable as a member of the District; (3) that said town shall remain liable to the District for its share of the Other Postemployment Benefits (OPEB) and/or pension liabilities; and (4) that said town shall remain liable to the District for its share of the indebtedness 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 which such town has paid over at the time of withdrawal and which has been applied to the payment to such indebtedness or interest. A withdrawing town's share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal on account of capital costs shall be fixed at the percentage prevailing for such town in the annual apportionment for the year at the beginning of which or within which the withdrawal takes effect.

b. Said petitioning town shall cease to be a member of the District if and when the proposed amendment is approved by the Committee and accepted by the petitioning town and each of the other towns, acceptance by the petitioning town and by the other towns to be by majority vote at

an annual or special Town Meeting, as well as the Commissioner's approval not later than December 31 for an effective date of withdrawal on July 1.

c. Matters involving the transition of staff and/or students, interim housing arrangements, transfer of assets, and on-going liabilities and expenses shall be part of a separate Agreement between the District and the withdrawing Town.

VII. CAREER AND VOCATIONAL TECHNICAL EDUCATION

The Committee is hereby authorized to establish and maintain State-aided Career and Vocational Technical Education, acting as trustee therefore, in accordance with the provisions of Chapter 74, General Laws, and Acts amendatory thereto, or dependent thereon; if the Committee deems it desirable.