

## RE-STATEMENT OF THE BRISTOL-PLYMOUTH REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

This agreement is entered into pursuant to M.G.L. c. 71, §§ 14-16I and 603 CMR 41.00 by and among the City of Taunton and the towns of Berkley, Bridgewater, Dighton, Freetown, Middleborough, Raynham, and Rehoboth.<sup>1</sup>

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

### SECTION I. THE REGIONAL SCHOOL DISTRICT COMMITTEE

The Bristol-Plymouth Regional Vocational Technical School District Committee, hereinafter sometimes referred to as the Committee Members or as the Regional School District Committee, has the authorities granted to it under M.G.L. c. 71, § 16.

#### (A) Composition

The Bristol-Plymouth Regional Vocational Technical School District Committee shall consist of nine members, two from the City of Taunton and one from each of the towns of Berkley, Bridgewater, Dighton, Freetown, Middleborough, Raynham, and Rehoboth. The Committee Members shall be elected at the district-wide elections. Committee Member(s) shall serve until their respective successors are elected and qualified.

#### (B) Elected Committee Members

Beginning in the year 1990, at the biennial state election, Committee Members shall be chosen by the voters in said District in district-wide elections with residency requirements as set forth in General Laws Chapter 71, Section 14E(3). Each Committee Member shall serve for a term of two (2) years.

All other requirements of Chapter 10 of the Acts of 1988 with respect to the appointment of a regional district clerk, filing of nomination papers, etc., shall be as required for district-wide elections with residency requirements. The Regional School District Committee shall remain with nine (9) members, two (2) from Taunton and one (1) each from Berkley, Bridgewater, Dighton, Freetown, Middleborough, Raynham, and Rehoboth.

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<sup>1</sup> The District was initially authorized by Chapter 751 of the Acts of 1965.

(C) Vacancies

If a vacancy occurs among the elected Committee Members, the select board and the local school committee members from the Member involved, acting jointly, shall appoint a Committee Member to serve until the next district-wide election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the Committee Members from the City of Taunton, the city council and school committee of the City of Taunton, acting jointly, shall appoint a Committee Member to serve for the balance of the unexpired term. If a vacancy occurs among the Committee Members from the Town of Bridgewater, the town council and school committee of the Town of Bridgewater, acting jointly, shall appoint a Committee Member to serve for the balance of the unexpired term.

(D) Organization and Commencement of Terms of Office

The term of office of any Committee Member shall commence on the first Wednesday in January following their election in the previous November. Promptly upon the appointment and qualification, the Regional School District Committee shall organize and elect by ballot a chair and a vice-chair from among its own Committee Members, and shall elect a Treasurer, Clerk, and Secretary. The Committee Members shall fix the time and place for its regular meetings, provide for the calling of special meetings, and specify the notice required for meetings in accordance with the Open Meeting Law, M.G.L. c. 30A, §§ 18-25.

(E) Quorum

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

SECTION II. TYPE OF REGIONAL SCHOOL DISTRICT

The type of regional school district shall be a vocational high school consisting of grades nine through twelve, inclusive, which may include all phases of vocational education as prescribed in Chapter 74 of the General Laws. The Committee Members may also establish and maintain extended courses of instruction beyond the secondary level in accordance with the provisions of Section thirty-seven A of said Chapter of the General Laws.

### SECTION III. LOCATION OF THE REGIONAL SCHOOL DISTRICT

The regional school district shall be located within the geographic limits of the District and within a radius of six (6) miles from the Taunton Green.

### SECTION IV. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

#### (A) Classification of Costs

For the purpose of apportioning assessments by the District to the Members, costs shall be divided into three (3) categories: operating costs, transportation costs, and capital/debt costs. The District shall prepare one budget that shall include the funds necessary to support the operating, transportation, and capital/debt needs of the District and shall allocate such amounts among the Members.

- 1) Operating costs shall include all costs except transportation costs and capital/debt costs, but shall include interest on temporary notes issued by the District in anticipation of revenue.
- 2) Transportation costs shall include all costs related to the transportation of all pupils who are transported by the District to and from school per Section VI.
- 3) 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 the 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, architectural plans and consultants' fees, grading and other costs incidental to placing school buildings or additions and related premises in operating condition. Capital costs shall also include payment of principal and interest on bonds, notes, or other obligations issued by the District to finance capital costs and costs for each project to construct, reconstruct, add to, remodel, repair, or improve any building or buildings, grounds, and facilities.

#### (B) Assessment Calculation

To calculate assessments to the Members, the operating, transportation, and capital/debt costs must first be established:

## Operating Costs

- 1) From the operating cost figure, subtract the Chapter 70 amount received, the total required minimum contribution from each Member, established annually by the Department of Elementary and Secondary Education, and other sources of general fund revenue. The balance is the amount that exceeds the minimum required contribution.
- 2) The amount exceeding the minimum contribution shall be allocated to the Members based on the Members' percent of pupils in the DESE foundation enrollment numbers as of October 1 of the then current fiscal year.
- 3) The sum of the minimum contribution for Members and the amount exceeding minimum contribution is the operating assessment to the Members.

## Transportation Costs

- 1) The transportation portion of the assessment shall be calculated by reducing the upcoming fiscal year's projected transportation costs by the amount the District anticipates receiving in Chapter 71 transportation reimbursement or using a transportation reimbursement fund. The amount exceeding the anticipated reimbursements shall be allocated to the Members based on the Members' percent of pupils in the DESE foundation enrollment numbers as of October 1 of the then current fiscal year.

## Capital/Debt Costs

- 1) The District's enrollment for purposes of calculating capital and debt assessments is based on the DESE foundation enrollment numbers as of October 1 of the then current fiscal year. The amount of capital and debt will be allocated to the Members based on the Members' percent of pupils in the DESE foundation enrollment numbers. If there is a foundation enrollment of less than five pupils from any Member in the regional school district, such Member shall be deemed to have an enrollment of five pupils in the regional school district.

The total assessment to a Member is the sum of the operating costs, transportation costs, and capital/debt costs.

(C) Times of Payment of Apportioned Costs

Each Member shall pay to the District in each year its proportionate share, calculated as provided above. The annual share of all costs of each Member shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

July 31	25%
October 15	60%
January 15	75%
April 15	100%

SECTION V. BUDGET

(A) Tentative Budget

In accordance with M.G.L. c. 71, § 38N and 603 CMR 41.05(1)(a), the Regional School District Committee shall annually prepare a tentative budget for the ensuing fiscal year, including any installment of principal or interest to become due in such year on any bonds, or other evidence of indebtedness of the District, and any other capital costs to be apportioned to the Members. On or before February 15, the Regional School District Committee shall submit to the mayor of the City of Taunton, town manager of the Town of Bridgewater, and the chair of the select boards and the chair of the finance or advisory committee of the other Members, a copy of such tentative budget which shall be itemized as follows, or be in such further detail as the regional school district committee may deem advisable.

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

(B) Final Budget

In accordance with M.G.L. c. 71, § 16(m) and § 16B, the Regional School District Committee shall adopt an annual budget, including debt and interest charges and any other current capital costs as separate items, on or before March 31 for the ensuing fiscal

year, and the Regional School District Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each Member shall, prior to April 30 of each year preceding the fiscal year to which said budget relates, be certified by the District treasurer to the treasurer of each Member, and each Member shall appropriate the amounts following a vote pursuant to 603 CMR 41.05(1) and (2); M.G.L. c. 71, § 16(m); and M.G.L. c. 71, § 16B.

## SECTION VI. TRANSPORTATION

School transportation shall be provided by the regional school district and the costs thereof shall be apportioned to the Members in accordance with the transportation formula outlined in Section IV.

## SECTION VII. AMENDMENTS

### (A) 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 Member to the District and the apportionment 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 may be initiated by a majority vote of all the Committee Members or by a petition signed by at least 10 percent of the registered voters of any one of the Members. In the latter case, said petition shall contain at the end thereof a certification by the town or city clerk of such Member as to the number of registered voters in said Member according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said Member and said petition shall be presented to the Secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the select board of each of the Members and to the city council of Taunton and the town council of Bridgewater 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 select board of each Member and the city and town councils shall include in the warrant

for the next annual, special town meeting, or council meeting called for the purpose of an article stating the proposal. Such amendment shall take effect upon its unanimous acceptance by all the Members, acceptance by each Member to be by a majority vote at a town meeting, acceptance by the City of Taunton to be by a majority vote of its city council, acceptance by the Town of Bridgewater to be by a majority vote of its town council, and subject to the approval of the Commissioner of the Department of Elementary & Secondary Education.

#### SECTION VIII. ADMISSION OF ADDITIONAL MEMBERS TO THE DISTRICT

By an amendment of this agreement adopted under and in accordance with Section VII above, any other Member may be admitted to the regional school district upon adoption as therein provided of such amendment and upon acceptance by the Member seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable, including, but not limited to 603 CMR 41.03(2) as amended, and such terms as may be set forth in such an amendment. A new Member may only be admitted at the beginning of a fiscal year, effective on July 1 of that fiscal year, and only if the approval of all Members, the new/proposed Member, and the Commissioner has been obtained on or before the preceding December 31. The authorizing votes of the Members may provide for the deferral of said admission until July 1 of a subsequent fiscal year.

Upon admission of such Member, the total costs of any capital acquisitions and improvements still being incurred by Members shall be reapportioned to all Members in the District, including the newly admitted Member as per its apportionment. The newly admitted Member shall then assume liability of its entire share of the cost to be paid over the remaining term for any funded debt issued to pay for capital acquisitions or improvements.

No admittance of a new Member will occur unless the amendment to the Agreement is approved by vote of the Regional School District Committee, is approved by majority vote at an annual, special town meeting, or council meeting in the Member seeking admittance and in each of the other Members, and is approved by the Commissioner. The admittance of a new Member will only become effective on July 1, after the completion of these requirements.

## SECTION IX. WITHDRAWAL

### (A) Limitations

The withdrawal of a Member from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any Member seeking to withdraw shall, by a majority vote at an annual or special town meeting in the case of a town, or by a vote of a majority of the members in office of the city council in the case of the City of Taunton, or by a vote of a majority of the members in office of the town council in the case of the Town of Bridgewater, request the Regional School District Committee to draw up an amendment to this agreement setting forth the terms by which such Member may withdraw from the District, provided that the said Member shall remain liable to the District for its share of the indebtedness, including, but not limited to, Other Post-Employment Benefits (OPEB) of the District outstanding at the time of such withdrawal, and for the interest thereon on the same extent and in the same manner as though the Member had not withdrawn from the District. An existing Member may withdraw from the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission or withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31. See 603 CMR 41.03(2).

### (B) Procedure

The clerk of the Member seeking to withdraw shall, within seven (7) days of such vote, notify the Regional School District Committee in writing that such Member has voted to request the Regional School District Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Regional School District 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 Section VII(A). No withdrawal will take effect on any other date than July 1 of a given year, and no withdrawal will take effect no fewer than two (2) years from the date of the Member's vote as required in Section IX(A). See 603 CMR 41.03(2). The Secretary of the Regional School District Committee shall mail or deliver a notice in writing to the select board of each Member and to the city council of the City of Taunton and town council of the Town of Bridgewater that the Regional School District Committee has drawn up an amendment to the agreement providing for the withdrawal of a Member (enclosing a copy of such amendment). The select board of each Member and the city and town council shall include in the warrant for the next annual, special town meeting, or council meeting called for the purpose, an article stating the amendment. Such amendment shall take effect upon its acceptance by all of the Members, acceptance by each Member to be by a majority vote at a town meeting, acceptance by the City of Taunton to be a vote of a



majority of the members in office of its city council, acceptance by the Town of Bridgewater to be a vote of a majority of the members in office of its town council, and subject to the approval of the Commissioner of the Department of Elementary & Secondary Education.

(C) Cessation of Terms of Office of Withdrawing Members

Upon the effective date of withdrawal, the terms of office of all Committee Members serving on the regional school district committee from the withdrawing Member shall terminate and the total membership of the Regional School District Committee shall be decreased accordingly.

(D) Apportionment of Capital Costs After Withdrawal

The withdrawing Member's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such Member at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the share of any Member(s) which have withdrawn shall be apportioned to the remaining Members in the manner provided in subsection IV or as may be otherwise provided in the amendment providing for such withdrawal.

SECTION X. ADMISSION OF PUPILS RESIDING OUTSIDE THE DISTRICT

The Committee may accept for enrollment in the regional school district pupils from communities other than the Members on a tuition basis. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, or placed in a revolving account prior to apportionment under Section IV to the Members.

SECTION XI. BUILDING COMMITTEE

The regional school district committee may, to assist it in the construction of any regional school building, appoint a building committee to advise it with respect to plans, specifications, appointment of architects, engineers, the letting of contracts, the supervision of construction, and other assistance which the regional school district committee may desire. The members of any such committee shall serve without compensation.

IN WITNESS WHEREOF, the agreement has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BERKLEY, BRIDGEWATER, DIGHTON, FREETOWN  
MIDDLEBOROUGH, RAYNHAM,  
REHOBOTH, AND TAUNTON

For the Town of Berkley

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For the Town of Middleborough

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For the Town of Bridgewater

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For the Town of Raynham

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For the Town of Dighton

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For the Town of Rehoboth

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For the Town of Freetown

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For the City of Taunton

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APPROVED:

The Commonwealth of Massachusetts Department of Elementary and Secondary Education

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JEFFREY C. RILEY, Commissioner

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Date