

**AGREEMENT BETWEEN THE TOWNS OF FREETOWN AND LAKEVILLE,  
MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A PK-12 REGIONAL  
SCHOOL DISTRICT**

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the Towns of Freetown and Lakeville hereinafter referred to as member towns. The District shall be called the Freetown Lakeville Regional School District. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I THE REGIONAL DISTRICT SCHOOL COMMITTEE**

**A. Powers, Duties and Composition**

The powers and duties of the Regional School District shall be vested in and exercised by a Regional School Committee, hereinafter called the "Committee", which shall consist of eight members, four (4) of whom shall be residents and registered voters of Freetown and four (4) of whom shall be residents and registered voters of Lakeville.

**B. Elected Members**

1. Transitional Committee

All duly elected and appointed members of the Freetown School Committee, the Lakeville School Committee, and the Freetown Lakeville Regional School Committee on the effective date of this Agreement shall serve on the Regional Transitional School Committee for the purpose of implementing a PK-12 regional school system. Upon approval of this agreement by the member towns and the Massachusetts Department of Elementary and Secondary Education, the Regional Transitional Committee shall immediately assume the authority of the Regional School District Committee, including jurisdiction of transportation for all students, PK-12, until the election and qualification of a permanent committee in accordance with Section 2A or 28.

Incumbent elected or appointed members of the Freetown School Committee, the Lakeville School Committee, and the Freetown Lakeville Regional School Committee on the effective date of this Agreement shall hold office until the election and qualification of a permanent Committee, or their sooner retirement, resignation or removal, if applicable. In the event of a vacancy, the Board of Selectmen from the town in which the member vacating the office resided may appoint a person, which may be the same person, to serve until the election of a permanent committee, unless sooner removed.

2. Permanent Committee

There shall be a permanent PK-12 Regional School District Committee consisting of eight members, four of whom shall be residents and registered voters of the Town of Freetown and four of whom shall be residents and registered voters of the Town of Lakeville.

**A. Default Election Process - Election of a Permanent Committee at Biennial  
State Elections**

Beginning with the biennial state election immediately following the adoption of this agreement members shall be elected, consistent with the provisions of M.G.L. c.71, §14E(3), to four-year rotating terms, as follows: the Town of Freetown shall have two members elected for two-year terms, and two members elected for four-year terms; the Town of Lakeville shall have two members elected for two-year terms, and two members elected for four-year terms; and thereafter, all members shall be elected for four-year terms. With the election of the first permanent PK-12 Regional School Committee, the terms of elected or appointed members of the Freetown School Committee, the Lakeville School Committee, and the Freetown Lakeville Regional School Committee shall be terminated and the offices abolished.

Nominations for membership on the Committee shall be made in accordance with the procedures prescribed by M.G.L. Chapter 53, §§6 and 122, and other applicable provisions of law.

In the absence of special legislation to the contrary, Committee members shall be elected as set forth in this section.

**B. Optional Election Process - District-wide Election of Permanent Committee on  
Annual Town Election Ballots**

It is the intention of the member towns to seek special legislation authorizing the election of the permanent Committee on the annual election ballots in the member towns. While the following provisions outline the member towns' intentions in this regard, the member towns acknowledge that if special legislation is passed concerning the election of Committee members on annual election ballots in the member towns, such members shall be nominated and elected in accordance with such legislation without any further action to amend this agreement.

i) The Town of Freetown shall have one (1) member elected for a three- year term, two (2) members elected for two-year terms, and one (1) member elected for a one-year term. The Town of Lakeville shall have two (2) members elected for three year terms, one (1) member elected for a two-year term, and one (1) member elected for a one-year term. Thereafter all elections will be for three-year terms. With the election of the first permanent PK-12 Regional School Committee, the Freetown School Committee, the Lakeville School Committee, the Regional School Committee (5-12), and the Regional Transitional School Committee (PK-12) shall cease to exist.

(ii) Nomination and Elections

Committee members are required to be residents and registered voters of specific communities as specified in Section B (i) above, and shall be elected for three year terms in district-wide, at-large elections administered as follows.

In years in which the member towns hold annual town elections on the same date, the candidates for the Committee from all the member towns shall appear on the ballot of each member town. Forthwith after the time for objecting to nomination papers has expired, the town clerk(s) from each member town shall provide to the clerk(s) of the other member towns a certified copy of the names and addresses of candidates properly nominated by 50 registered voters from their respective town. Notwithstanding the election results for the office of Committee member in any particular member town, a person shall be declared elected to the Committee only if they have received the highest number of votes cast for the office in all of the member towns. The town clerks from each member town shall forward to the district clerk a certified copy of the election results, and the district clerk shall declare the results. The persons so elected shall be sworn into office by the town clerk in the town in which they are registered to vote.

In the event that the annual town elections for the member towns occur on different days, a district-wide election shall be undertaken in the last four months of the fiscal year, at the expense of the district and after consultation with the member towns as to the specific date to hold such election. Under such circumstances, the Committee shall convene a special district-wide election open to all registered voters in all member towns at which the office of Committee member shall appear on the ballot. Such election shall be called pursuant to a warrant, under the hands of at least a majority of the regional school district Committee, notice of which shall be given in accordance with the applicable provisions of G.L. c.39, §10 and G.L. c.54, §64. The warrant shall be directed to the district clerk, who shall give notice by posting a copy in the clerk's office of each of the member towns and at least two other public places in each member town and who shall further provide notice by publishing a copy of said warrant in at least one newspaper in general circulation within the member towns. The procedure for nomination of candidates and inclusion of names on the ballots in each member town shall be the same as that set forth above. The town clerks from each member town shall forward to the district clerk a certified copy of the election results, and the district clerk shall declare the results. The persons so elected shall be sworn into office by the town clerk in the town in which they are registered to vote.

If there is a failure to nominate or a failure to elect a candidate, including a tie vote, then the Board of Selectmen of the member town in which such failure to nominate or elect occurs shall appoint a member in accordance with Section 1E of this Agreement.

Except as otherwise specifically provided herein, the nomination and election of Committee members shall be in accordance with state election law.

### **C. Organization**

At the first regular meeting of the Transitional Committee following the acceptance of this Agreement by the member towns, and, thereafter at the first regular meeting of the Committee following election of members, the Committee shall organize and choose by ballot a chairperson and vice-chairperson from its own membership. The chair and vice-chair shall serve for terms on one year respectfully. The chairmanship shall rotate annually between the member towns, and the vice chair shall be from a different town than the chair, provided that members from each town are willing to serve in said positions. At the same meeting, or at any other meeting, the Committee shall appoint from among its members a district clerk. The Committee may also appoint a treasurer and a secretary who may be the same person but who need not be members of the Committee.

### **D. Vacancies**

If a vacancy occurs on the Committee, such vacancy shall be filled within thirty (30) days therefrom by the Board of Selectmen along with the members of the Committee from the town in which the member vacating the office resided. The person so appointed shall be a resident and a registered voter of the town from which the vacancy occurred, and shall serve until the next election of Committee members, at which election a successor shall be elected to serve the balance of the unexpired term if any. Notice of such appointment shall be provided to the district clerk. Any person so appointed shall be sworn into office by the town clerk in the town in which they are registered to vote.

### **E. Quorum**

A majority of the Committee shall constitute a quorum for the purpose of voting, however less than a majority may adjourn a meeting.

### **F. Powers and Duties**

The Committee shall have all the powers and duties conferred and imposed upon regional district school committees by law and by this Agreement and any amendment or additions thereto or as may be conferred and imposed upon it by any applicable general or special law. State and Federal laws supersede any section of this agreement herein.

## **G. Regional Finance Sub-Committee**

### **1. Composition**

The Regional Finance Sub-Committee shall consist of six members, three from each town. The Regional School Committee shall appoint two of its members, one from each town. The boards of selectmen from each town shall appoint one of its members. The finance committees from each town shall appoint one of its members. No member of the Regional Finance Sub-Committee shall be employed by the regional schools. These appointments shall take effect the day following the Committee's first meeting following the election of Committee members. Appointment shall be for a period of one year or until such time as a new appointment is made. Shall a vacancy occur during the term of appointment, the respective committee/board shall appoint to the Regional School Committee an interim member from its body to serve out the remainder of the vacated term.

### **2. Purpose**

The Regional Finance Sub-Committee shall serve as an independent advisory sub-committee to the Regional School Committee on matters of finance and budget. The Regional Finance Sub-Committee shall, prior to the vote on the annual budget by the School Committee, present its recommendation to the Committee.

## **SECTION II TYPE OF REGIONAL SCHOOL DISTRICT**

The Regional School District shall consist of all grades pre-kindergarten through twelve, inclusive. The Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereto or dependent thereon; if the Committee deems it desirable. The Regional School District is authorized to form or join an educational collaborative consistent with Chapter 40, Section 4E of the Massachusetts General Laws.

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

#### **A. Location**

The District shall at all times maintain at least one school facility in each of the member towns. Any new facility constructed for the purpose of educating students primarily from a particular member town shall be located in such town. Any new school facility constructed for the purpose of accommodating pupils in one or more grades from member towns shall be located within the geographical limits of the member towns.

#### **B. Leasing**

The Town of Freetown is hereby authorized to lease to the Regional School District all the premises and buildings presently known as the Freetown Elementary School.

The Town of Lakeville is hereby authorized to lease to the Regional School District all the premises and buildings presently known as the Assawompset Elementary School.

The lease authorized above shall be for a term of twenty (20) years and the term shall commence on the date when the Committee assumes jurisdiction of the K-12 Regional School District. The lease shall contain a provision for the extension of the term thereof for a renewal term not in excess of twenty (20) years, renewable at any time during the term, at the option of the Committee by notice to the town at least one year prior to the expiration of the initial or any renewal term; and each lease shall contain provisions for termination of the lease. If, at any point during the term of the lease, either school is no longer required for educational purposes by the District, said lease shall cease and control will resort back to the respective town. The lease shall contain provisions authorizing the District to insure, repair, improve, alter or remodel the buildings presently known as Freetown Elementary School and Assawompset Elementary School. No rental fee shall be charged to the District by either member towns however, the Committee shall bear all costs for insurance, routine maintenance and repair, utilities, and other services as needed for day-to-day operations. Extraordinary expenditures of a capital nature in excess of five thousand dollars (\$5,000) required to operate the building for its intended use, as approved by member towns at the annual or special town meeting, shall be the responsibility of the member towns. The lease shall contain a warranty that the building shall be in good condition at the time of leasing to the District, on the terms as set forth in the lease. The lease involving a member town shall be on such other terms and conditions as may be determined by the Selectmen thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

The unpaid balance on the outstanding bonds (school bonds authorized for the purpose of constructing or improving the above-mentioned facilities) at the time of leasing of said buildings and facilities shall remain the obligation of the member towns.

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

The calculation of members' assessments shall be pursuant to the provisions of M.G.L. c. 70, s.6. Each such assessment shall be the sum of the following amounts: (i) the member's required local contribution to the regional school district as determined by the Commissioner; (ii) the member's share of that portion of the regional school district's net school spending, as defined by M.G.L. c. 70 s. 2, that exceeds the total required local contribution for all members, this share to be allocated pursuant to the assessment provisions of the regional agreement consistent with the provisions of M.G.L. c.71, §168; and (iii) the member's share of costs for transportation, capital project debt service, other capital costs, and all other expenditures not included in the regional school district's net school spending, this share to be allocated pursuant to the assessment provisions of the regional agreement.

### **A. Definition of Costs**

For the purpose of apportioning costs levied by the District against the member towns, costs shall be divided into two categories as follows:

#### **1. Capital Costs**

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; or 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 or notes of the District issued to finance capital costs.

#### **2. Operating Costs**

Operating costs consist of all costs of the District other than capital costs. Operating costs shall consist of instructional and non-instructional costs, and the categorization of all operating costs into these two sub-categories shall be determined by the Regional District School Committee.

#### **3. Internal Controls**

The Region is responsible for the adoption and implementation of internal controls, accounting policies and procedures in compliance with Governmental Accounting Standards Board directives and other applicable standards for electronic and manual monetary transactions including but not limited to capital and operating costs and expenditures. Such documentation shall be provided to member towns upon request.

**B. Apportionment of Capital Costs**

During the development of each fiscal year's budget, the total capital costs, inclusive of principal and interest debt service payments for any District owned buildings, for the year in question will be identified. For any capital borrowing consisting of interest or principal and interest on bonds and notes, each member town will then be assessed a percentage of that total capital cost based on the percentage of each Member's share of the District Foundation Enrollment as of October 1<sup>51</sup> of the previous Year.

Existing debt service payments on the high school and middle school construction projects as of the execution of this agreement shall be apportioned in the manner as described above.

Existing debt service payments on the George R. Austin Intermediate School (GRAIS) as of the execution of this agreement shall be apportioned consistent with the Amendment for the Establishment of the Freetown-Lakeville Regional School District adopted December 19, 2001, of which the relevant provisions are attached hereto as Exhibit 1 and incorporated herein by reference. In accordance with that agreement, the Town of Lakeville will be apportioned all debt service payments until such time as the Town of Freetown's enrollment exceeds 109 students at GRAIS. If Freetown's prior year's October 1 enrollment exceeds 109 students in any given year, that portion of the capital costs associated with the per capita share for each Freetown student enrolled in excess of 109 shall be apportioned in the manner as described above.

Outstanding debt service payments on the Freetown Elementary School as of the date of execution of this agreement shall remain the responsibility of the Town of Freetown.

Outstanding debt service payments on the Assawompset Elementary School as of the date of execution of this agreement shall remain the responsibility of the Town of Lakeville.

### **C. Apportionment of Operating Costs**

For each fiscal year, the assessment of operating costs for each member town shall be determined using the Chapter 70 Allocation Model as described in the following steps:

1: The members' required Minimum Local Contribution to the District as determined by the Commissioner of Elementary and Secondary Education shall be established.

2: The total of the members' Minimum Local Contribution shall be subtracted from the total operating costs for the district and that excess shall be apportioned to each member based on the percentage of each member's share of the District foundation Enrollment as of October 1<sup>st</sup> of the previous year.

3: The member's required Minimum Local Contribution shall be added to its share of the excess operating costs to determine its Annual Gross Assessment.

4: The member's Annual Gross Assessment shall be reduced by its Total Chapter 70 Allocation. Each member's Total Chapter 70 Allocation will be calculated on an annual basis by adding its Foundation Aid to its portion of the amount in Excess of Foundation Aid for the District as follows:

(a) The member's Annual Foundation Aid is equal to its Annual Foundation Budget\* minus its Minimum Local Contribution as determined by the Department Elementary and Secondary Education.

(b) The total of the member's Annual Foundation Aid will then be compared to the Total Chapter 70 for the District according to preliminary figures published by the Commissioner's office. The amount in excess will then be apportioned to each member based on the percentage of each member's share of the District Foundation Enrollment as of October 1<sup>st</sup> of the previous year.

(c) The member's portion of Excess of Foundation Aid will then be added to the Annual Foundation Aid to determine its Total Chapter 70 Allocation.

5: The member's Annual Gross Assessment will be further reduced by its share of Chapter 71 or any other general revenues funds directed to the District, , which amounts shall be collectively referred to as its share of "Additional Aid." The total of Additional Aid shall be apportioned to each member based on the percentage of each member's share of the District Foundation Enrollment as of October 1<sup>st</sup> of the previous year.

6: The member's Annual Net Assessment of Operating Costs shall be determined by subtracting its Total Chapter 70 Allocation and its Additional Aid from its Annual Gross Assessment.

7: Other funds including but not limited to, local (regional) estimated receipts, such as interest income, refunds, Medicaid reimbursements, tuition bill backs, facilities use, program fees, bond or note premiums or any other miscellaneous income paid to the Regional School District shall also be considered in the calculation of the member's Annual Gross Assessment, consistent with law.

\*NOTE: The Annual Foundation Budget is inclusive of administration, instructional leadership, classroom and specialist teachers, other teaching services, professional development, instructional materials and technology, guidance and psychological pupil services, operations and maintenance, employee benefits and fixed charges, and special education tuition. Transportation and debt service are not included as part of the Foundation Budget.

**D. Times of Payment of Apportioned Costs**

Each member town shall pay to the District in each fiscal year its proportionate share of the operating costs. The annual share of each member town shall be paid in twelve (12) equal installments at such time that each installment shall be paid on or before the first day of each month of the fiscal year, except the first monthly installment in a new fiscal year shall be paid on or before the fifteenth day of the first month of the fiscal year.

**SECTION V TRANSPORTATION**

School transportation shall be provided by the regional school district to all students in grades PK-12 in accordance with Massachusetts General Laws Chapter 71 Section 16 (c) and the cost thereof shall be apportioned to the member towns as an operating cost based on the percentage of each members share of the District Foundation Enrollment as of October 1st of the previous year.

**SECTION VI 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 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

A proposal for amendment may be initiated by a two-thirds majority vote of all the members of the Committee or by a majority of voters from a member town. Any such proposal for amendment shall be presented to the secretary of the Committee who 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 received and shall enclose a copy of such proposal and a warrant article, drafted in consultation with the member municipalities, for presentation of the proposal to town meeting. The Selectmen in each member town shall include in the warrant for the next annual or a special town meeting called for the purpose such article, which shall state the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by each of the member towns and the approval of the Commissioner of Elementary and Secondary Education.

**SECTION VII ADMISSION OF ADDITIONAL TOWNS**

By an amendment of this agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the regional school 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 the Commissioner of Elementary and Secondary Education and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment

**SECTION VIII 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. If a petition to withdraw would leave only one remaining member town, this section would no longer apply and the withdrawing town would seek to terminate this agreement as provided for in Section IX, Any member 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 or capital 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, within seven (7) days of the vote, 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, in consultation with the member towns, 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 (State and Federal law shall supersede). 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 proposed 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 at the end of the fiscal year in which it was accepted by all of the member towns, acceptance by each member town to be a 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. Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who reside in the withdrawing town shall terminate.

C. 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.

D. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A. above, will submit to the Commissioner of Elementary and Secondary Education and to the District a Long Range Education Plan consistent with 603 CMR 41.02(2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

E. Any proposed withdrawals must be approved by the Commissioner of Elementary and Secondary Education per State Law and Regulations.

## SECTION IX TERMINATION

- A.** Any member town or the district may propose that the agreement be terminated.
- B.** No less than two (2) full years prior to the desired date of termination, the member towns will submit to the Commissioner of Elementary and Secondary Education and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; plans for the future distribution of the Regional School Building and its contents; the proposed administrative structure; the fiscal ramifications of termination upon each member town; and the effect that termination will have on student transportation.
- C.** The Secretary of the Committee shall mail or deliver a notice **in** writing to the Board of Selectmen of each member town that a proposal has been submitted to terminate the agreement. 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 prepared by the Committee in consultation with the member towns outlining the proposal to terminate the regional agreement.
- D.** Termination of the District shall take effect at the end of the fiscal year in which it was accepted by all of the member towns and the Commissioner of Elementary and Secondary Education. Acceptance by each member town shall be decided majority vote at a town meeting as aforesaid. Each member town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of termination shall be fixed at the percentage prevailing for such town at the last annual apportionment made prior to the effective date of termination. Upon the effective date of termination, the terms of office of all members serving on the Committee shall terminate.
- E.** All member towns shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurers of the member towns, including the full amount so certified for the fiscal year in which the termination takes effect.
- F.** All member towns 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 termination, and for interest thereon, to the same extent and in the same manner as though the agreement remained in effect, except that such liability shall be reduced by any amount that such town has paid over at the time of termination and which has been applied to the payment of indebtedness.
- G.** Money received by the District from the member towns 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.
- H.** Any proposed termination must be approved by the Commissioner of Elementary and Secondary Education.

## **SECTION X BUDGET**

The Annual Budget for the Regional School District shall be developed each fiscal year in accordance with MGL Chapter 71 Chapter 16B.

### **A. Tentative Maintenance and Operating Budget**

No less than forty-five (45) days prior to the date on which the Committee adopts, or is required to adopt, whichever event 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 approved by a majority vote of the Committee and shall be in reasonable detail. Copies of such tentative budget shall be mailed to the Chairperson 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 Chairperson 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 Maintenance and Operating Budget**

The Committee shall adopt by a two-thirds (2/3) vote an annual operating and maintenance budget on or before the latest date permitted by law. 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 SECTIONS 4(B), (C) and (D) of this Agreement. The amount so apportioned to each member town shall, not later than thirty (30) days following the adoption of the final annual budget, be certified by the District Treasurer to the Treasurer of each member town in accordance with applicable law. Any amendments to an approved budget that result in a change to the total budget amount or assessments, shall in addition to the requirements set forth in state law, also require approval by at least three members of the Regional School Committee of each member town.

## **SECTION XI INCURRING OF DEBT**

The incurring of indebtedness, except temporary indebtedness in anticipation of revenue, by the District, shall be in accordance with the provisions of Chapter 71, Section 16 (d) of the Massachusetts General Laws and any amendments or additions thereto. No such debt shall be incurred unless written notice of the amount of the debt and the general purpose for which it was authorized shall be given to the Board of Selectmen, of each member town, or until the expiration of sixty (60) days from the date on which the Committee votes to authorize said debt. If even one member town votes not to approve the incurrence of indebtedness within that time, no such indebtedness shall be incurred. Provided, however, that the Committee shall not be prohibited from preparing another proposal, which may be the same as any prior proposal, and may seek authorization to incur debt therefor.

## **SECTION XII STUDENTS**

### **A. Assignment of Pupils**

No pupil in any grades kindergarten through four shall be transferred from a school located in the town in which the pupil resides to a school located in any other member town or schools on regional property except upon the affirmative vote of at least two-thirds of the Committee.

### **B. Tuition Students**

The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition agreement basis and on such terms as it may determine. Income received by the regional district school from tuition pupils 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 IV D. to the member towns.

### **C. Vocational Students**

Any pupil residing in a member town who desires attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided by the law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the town wherein the student resides.

## **SECTION XIII EMPLOYMENT OF TEACHERS AND NURSES AND EXTENSION OF PROFESSIONAL STATUS**

All teachers and nurses in positions to be superseded by the establishment of the regional school district shall be given preferred consideration for similar positions with appropriate licensure in the regional school district to the extent that such positions exist therein. Any such teacher or nurse who on the date of his/her contract of employment with the District is then on professional status shall continue to serve on a professional status basis.

#### **SECTION XIV EFFECTIVE DATE AND JURISDICTION**

This amended Agreement shall become effective on July 1, 2011, provided that the amended Agreement has been approved by the Massachusetts Department of Elementary and Secondary Education, the Regional School District Committees of the Towns of Freetown and Lakeville, and the towns of Freetown and Lakeville at town meetings held in each such town. Upon its effective date, this amended Agreement shall supersede the Agreement between the towns of Freetown and Lakeville, Massachusetts with respect to the formation of a Regional School District executed as of January 8, 1957, and as subsequently amended.

**SECTION XV SEVERABILITY OF SECTIONS**

According to Chapter 71, Section 16 (i), in the event that any provision of this Agreement is held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

IN WITNESS WHEREOF, this agreement has been executed, approved and accepted as of the 5<sup>th</sup> day of October, 2010

Regional School District Committee for the Town of Freetown

By

Sandra J. Souza  
Robert W. Clark

Regional School District Committee for the Town of Lakeville

By

Lorraine G. Carlson  
Clawce

Approved:

The Commonwealth of Massachusetts  
Department of elementary and Secondary Education  
By

**AMENDMENT TO THE AGREEMENT FOR THE ESTABLISHMENT OF THE  
FREETOWN-LAKEVILLE REGIONAL SCHOOL DISTRICT**

The Agreement of the establishment of the Freetown-Lakeville Regional School District is hereby amended as follows:

Section IV, D. Apportioning of capital costs, as most recently amended in relevant parts by an amendment dated February 20<sup>th</sup>, 1973 is further amended by inserting a new second paragraph and subsections to the provisions of Article IV, D which new provisions read:

For purposes of renovating and reconstructing the George R. Austin Middle School and in order to accommodate a lack of available elementary class space, the towns of Freetown and Lakeville agree that the Regional School Committee will accept a request from a member town to house elementary grade Freetown and/or Lakeville students at a regional school facility, which is subject to the jurisdiction of the Regional School District Committee by this agreement.

In the event the Regional School District Committee votes to incur debt for purposes of renovation and construction in order to convert the existing GRAMS facility into a 750 pupil intermediate school serving both towns, the Town of Lakeville shall be guaranteed, except as provided below, a total student enrollment of 550 pupils, more or less, and the Town of Freetown shall be guaranteed a total enrollment of 200 pupils, more or less, for the duration of the debt attributable to the renovation and construction of this facility. Freetown shall not pay any additional capital costs for such new renovation or construction to the George R. Austin facility, except as provided below, until such time as its student enrollment exceeds its Grade 5 pupil enrollment as of October 1, 2003.

New capital costs associated with the renovation or reconstruction of the George R. Austin facility not apportioned pursuant to sub-section IV.D as an existing capital cost at the time this amendment is accepted shall be paid first in each year of the project from revenue in operational budgets which exceeds the amount of the principal and interest paid on previously bonded debt in fiscal year 2002 and then by apportioning capital costs to each town based on pupil enrollment. After application of said revenue the Town of Lakeville shall be entirely responsible for all capital costs associated with such renovation and construction provided, however, that if Freetown's prior year's October 1<sup>st</sup> enrollment exceeds its enrollment as of October 1, 2003 in any given year, that portion of the capital costs associated with the per capita share for each Freetown pupil enrolled in excess of the number of Freetown students enrolled as of October 1, 2003 shall be apportioned to the Town of Freetown in accordance with the provisions of subparagraph D existing as of July 1, 2001. If the student enrollment at GRAMS exceeds 600 the Regional School District Committee shall meet to study the question whether the GRAMS facility should be expended to accommodate the additional growth. In such an event, the additional capital costs attributable to renovation or construction to create a building with a capacity greater than 750 pupils will be apportioned in accordance with the provisions of subparagraph D existing as of July 1, 2001.

Thereafter, the remaining balance of the calculated new capital costs of said reconstruction and renovation shall be apportioned to each member town by computing the ratio which that town's pupil enrollment in George R. Austin facility as of October 1<sup>st</sup> of that year bears to the total pupil enrollment of Regional students enrolled in George R. Austin facility from all the member towns that year. In subsequent years each town's share of the new capital costs shall be recalculated annually based on the ratio which its pupil enrollment in such school on the preceding October 1<sup>st</sup> bears to the total pupil enrollment of all member towns in such school on that date. (End)