



## GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

P.O. Box 729 • Groton, MA 01450-0729 • Tel.: 978.448.5505 • Fax: 978.448.9402

**DATE:** March 1, 2017

**TO:** Groton Board of Selectmen  
Groton Town Manager, Mark Haddad  
Dunstable Board of Selectmen  
Dunstable Town Manager, Tracey Hutton  
School Committee Chair, Jeffrey Kubick  
Superintendent William Ryan  
Frank Antonelli, Business Manager  
Michael Knight, Assistant Business Manager  
Alison Manugian, School Committee Member  
Stephanie Cronin, School Committee Member

**FROM:** Marlena Gilbert, School Committee Member (Secretary)  
*Marlena Gilbert*

**RE:** Amended Groton-Dunstable Regional School District Agreement  
Approved February 28, 2017

The Groton-Dunstable Regional School Committee by a unanimous vote approved an Amended Groton-Dunstable Regional School District Agreement at the February 28, 2017 School Committee meeting. A copy of the Amended Groton-Dunstable Regional School District Agreement is enclosed. The School Committee requests that the selectmen of each member town include in the warrant for the upcoming Town Meeting an article stating the proposal or substance of the Amended Groton-Dunstable Regional School District Agreement (2.28.17).

Please contact the School Committee Chair Jeffrey Kubick if you have any questions regarding the amended agreement.



AMENDED GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT AGREEMENT

This agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Groton and Dunstable hereafter sometimes referred to as "the member towns." The District shall be called the Groton-Dunstable Regional School District, hereinafter referred to as "the District." In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I - THE REGIONAL DISTRICT SCHOOL COMMITTEE**

**A. Composition**

1. The powers and duties of the District shall be vested in and exercised by a Regional District School Committee, hereinafter referred to as "the Committee." The Committee shall consist of seven (7) members, five (5) residing in the Town of Groton and two (2) residing in the Town of Dunstable. The weight of the voting is described in SECTION I, paragraph A3 below.
2. The towns of Groton and Dunstable shall, at every annual town election, elect for a term of three (3) years the number of members, if any, necessary for Groton to maintain five (5) members and Dunstable two (2) members on the Committee.
3. In accordance with MGL Ch. 71, Sec. 14E(4), as amended, on the July 1 in the year first following the acceptance by all towns and the Commissioner of Elementary and Secondary Education, the two (2) Committee members from the Town of Dunstable shall each cast a weighted vote with a value of 1.0. The five (5) Committee members from the Town of Groton shall each cast a weighted vote of 1.25 based on the relative resident populations as required by State law based on the 2015 local census numbers from each town. Thereafter these weighted votes shall be adjusted, as needed to reflect the relative resident populations, based on each ten-year federal census and the five (5) years between the federal census numbers according to the local census numbers.

**B. Vacancies**

If a vacancy occurs among the members elected to the Committee, the selectmen and the remaining member or members of the Committee from the town involved, acting jointly, shall, by majority vote, appoint a member to serve until the next annual town election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

### C. Organization

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 elect a chair, and a vice chair by ballot from among its membership. At such meeting or at any other meeting, the Committee shall appoint a treasurer and a clerk who need not be members of the Committee, choose such other officers as it deems advisable, and determine the terms of office of its officers and prescribe the powers and duties of any of its officers. The Committee shall fix the time and place for its regular meetings and may provide for the calling of special meetings and other matters, either by vote or by the adoption of Committee policy relating to such matters.

### D. Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon School Committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Sections 16 to 16I, inclusive, of Chapter 71, as amended, of the Massachusetts General Laws and any amendments thereof or additions thereto now or hereafter enacted or as may be specified in any other applicable general or special law.

### E. Quorum

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

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

The regional school district shall include all grades from pre-kindergarten through grade twelve and such programs as are required by Massachusetts Law.

The Committee is hereby authorized, in its discretion, 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 thereof, in addition thereto or dependent thereon.

## **SECTION III - REGIONAL DISTRICT SCHOOL BUILDINGS**

### A. Location of Schools

The District schools shall initially be the schools presently located in the towns of Groton and Dunstable. The District may construct or lease new facilities as needed, wherever the



Committee decides the needs and feasibility exists. Any new school constructed or leased within the District shall be located at a site or sites determined by the Committee.

#### B. Lease of School Buildings

Any school buildings leased by the District from the member towns shall contain a provision for the extension of the term thereof for a term not in excess of twenty years, at the option of the Committee. Neither the Town of Groton nor the Town of Dunstable shall receive any rental under any such lease. The District will maintain a listing of facilities owned by the towns with copies of their specific leases. At any time in the future, if the Committee votes that a school building leased from a member town is no longer needed by the Region for school related purposes, the interest in said building shall be conveyed to the Town in which it is located.

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

#### A. Accounting, Budgeting and Classification of Costs

1. In compliance with 603 Code of Massachusetts Regulations (CMR) 10.03(3), as amended, the District shall adopt and consistently use, for all accounting purposes, the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education.
2. District budgets shall be consistently prepared using the line items and associated definitions described in the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education.
3. For the purpose of apportioning assessments allocated by the District to the member towns, cost shall be divided into two categories: capital costs and operating costs.

#### B. Capital Costs

Capital costs incurred by the District are those costs described in Function Codes 7000 and 8000 of the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education.

#### C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue

#### D. Apportionment of Capital Costs

Each town may cover capital costs to the buildings and grounds that it leases to the district. [Refer to individual lease agreements.] For any capital costs not covered by an individual town, each town's share will be calculated on the basis of the Foundation Enrollment of each town as defined by MGL Ch70, Sec 2, as amended, based on a five-year rolling average of the building's student population. Apportionment of District-wide capital costs shall be determined by computing the ratio of each town's pupil enrollment to the total pupil enrollment in all grades from Pre-K through 12 of pupils residing in both member towns and receiving education at the region's expense.

#### E. Apportionment of Operating Costs

Each member town's share for each fiscal year will be determined by computing the ratio of that town's Foundation Enrollment to the total pupil enrollment in all grades from Pre-K through 12 of pupils residing in each member town as of October 1 and receiving education at the region's expense.

Each member town will contribute to the District no less than its minimum required local contribution as determined by the Commissioner pursuant to MGL Ch. 70.

If the operating costs that are budgeted exceed the sum of the minimum required local contribution of all of the member towns, each member town's assessment for that "excess cost" shall be assessed to the member towns on the basis of the town's Foundation Enrollment (calculated on a five-year rolling average, utilizing the Foundation Enrollment figures from the most recent five years).

#### F. Times of Payment of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection V (B), of the capital and operating costs. The annual share of each member town 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:

August 15	25%
November 15	50%
February 15	75%
May 15	100%



## SECTION V - BUDGET

### A. Tentative Maintenance and Operating Budget

At the opening of each academic year and using, exclusively, the line items and associated definitions described in the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education, the Committee shall as promptly as practicable proceed with the preparation of a tentative operating and maintenance budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes or other obligations of the District and any other capital costs to be apportioned to the member towns in such fiscal year.

The budget process will adhere to all legal requirements. The proposed budget will be posted on the District website and a copy will be available in each town hall and public library. All necessary postings will occur as will a public hearing.

### B. Final Maintenance and Operating Budget

Following the public hearing on the tentative budget, the Committee may make any such modifications to its tentative budget as it may deem necessary or desirable and adopt an annual maintenance and operating budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting in any member town meeting is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said annual maintenance and operating budget shall include debt and interest and any other capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV (D) and IV (E). The amounts so apportioned to each member town shall be certified by the District Treasurer to the treasurers of the member towns within thirty days from the date on which the annual maintenance and operating budget is adopted by the Committee, and each town shall call a vote, at the next annual town meeting, whether or not to appropriate the amounts so certified to it.

The District budget, as adopted by two-thirds (2/3) of the Committee, shall require the approval of both of the local member municipalities. If a budget is not approved by the member towns, the District shall follow the process to approve a final budget as stated in MGL Chapter 71, Section 16B, as amended.

### C. Annual Report

The Committee shall submit to each member town no later than November 1 of each year an annual report containing a detailed financial statement for the prior fiscal year, and a statement showing the method by which each member town's proportionate share of the

capital and operating costs of the District was computed, together with such additional information relative to the operation of the Regional District Schools as deemed necessary and appropriate by the Committee or as may be requested in writing and submitted to the Committee by the Board of Selectmen from any member town.

## **SECTION VI - TRANSPORTATION**

School transportation shall be provided according to MGL Ch. 71, Sec. 16C, as amended, by the District and the cost thereof shall be apportioned to the member towns as an operating cost based on Foundation Enrollment.

## **SECTION VII - AMENDMENTS**

### **A. Limitation**

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 or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

### **B. Procedure**

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section IX), may be initiated by a majority vote of the Committee or by a petition signed by ten (10) percent of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member 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 registered voters of said town and said petition shall be presented to the clerk of the Committee. In either case, the clerk of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal.

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 all the member



towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid and after approval by the Commissioner of Elementary and Secondary Education, hereinafter referred to as "the Commissioner."

#### C. Five Year Review

Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee shall, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

### **SECTION VIII - ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT**

By an amendment of this agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such an amendment. A new member may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner of Elementary and Secondary Education's approval, shall be obtained no later than the preceding December 31.

### **SECTION IX - WITHDRAWAL/TERMINATION**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

#### A. Vote Expressing Desire to Withdraw

Any member town seeking to withdraw from the District shall approve the withdrawal through a positive vote, at an annual or special town meeting. No withdrawal will take effect on other than July 1 of a given year. The positive vote of the town; the notification to the District consistent with the submittal of a long range education plan consistent with IX C must all occur no less than two (2) years prior to the desired date of withdrawal.

## B. Notice

The clerk of the town seeking to withdraw shall, within seven (7) days of the town meeting vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to withdraw from the Agreement and the District. The clerk of the town seeking to withdraw shall provide a certified copy of the vote with the notification.

## C. Long Range Education Plan

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 IX A, will submit to the Commissioner 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(s) 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 and construction efficiencies, if any; 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.

## D. Requirements

The Committee shall draft an amendment to the Agreement to reflect the vote of the member town to withdraw. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; (3) other liabilities incurred during all times that the town was a member of the District (e.g., OPEB); and (4) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

## E. Approval of Withdrawal

A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by majority vote at an annual or special town meeting in the member towns, and is approved by the Commissioner. The withdrawal can become effective no less than one full year after of the completion of the requirements outlined in IX A through E and subject to IX G.



#### F. Cessation of Terms of Office of Withdrawing Town's Members

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

#### G. Termination of the District

If one member town of the current two town district successfully and fully withdraws from the District in compliance with IX A-E, the Agreement will be dissolved and the District will be terminated. A positive vote by both member towns to accept the withdrawal of one member town will result in the dissolution of the Agreement and the termination of the District. In that event both member towns must comply with IX C. Notwithstanding the provision of IX E, the effective date of the termination of the District may only occur at the earliest on the second June 30 after both towns have taken votes to effect the termination of the District and the termination and long range plans of both towns has been accepted by the Commissioner.

In the event of termination:

1. Both member town'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 town at the last annual apportionment made next prior to the effective date of the withdrawal.
2. Both towns will be entitled to any assets that need to be divided between the towns.
3. Both towns shall be responsible for any and all outstanding liabilities of the District, not reflected in subparagraph 1.

### SECTION X - STUDENTS

#### Vocational and Trade School Pupils

Any pupil residing in a member town who is desirous of 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 for by 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.



Clerk

Regional School District

Regional School District

School Committee

for the Town of Dunstable

Commissioner of Elementary

date

## and Secondary Education