

Memorandum

ORIGINAL SIGNED

COPY

~~_____~~
Agreement with respect to the establishment of a
technical and vocational regional school district

This agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Arlington, Belmont, Concord and Lexington and such of the towns of Acton, Boxborough, Carlisle, Lincoln, Sudbury, Stow, Wayland and Weston as shall accept its provisions, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

The regional district school committee, hereinafter sometimes referred to as the Committee, shall consist of one member from each member town. The members of the Committee shall be appointed as hereinafter provided. All members shall serve until their respective successors are appointed and qualified.

(B) Initial Committee

Within ten days after the establishment of the regional school district, the moderator of each member town shall appoint one member to serve on the Committee, each of whom shall have been a member of the regional school district planning board which submitted this agreement if such

person is available and willing to serve. The twelve members so appointed shall serve on the Committee until their respective successors are appointed and qualified as provided in subsection I (C).

(C) Appointed Members

On or before April 1, 1972, the moderators of such of the towns of Acton, Arlington, Boxborough and Carlisle as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of one year; the moderators of such of the towns of Belmont, Concord, Lincoln and Sudbury as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of two years; and the moderators of such of the towns of Lexington, Stow, Wayland and Weston as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of three years. Thereafter, in every year in which the term of office of a member expires, the moderators of the respective member towns involved shall each appoint one member to serve for a term of three years. The term of each such member shall commence on April 1 of the year in which he or she is appointed.

(D) Vacancies

If a vacancy occurs among the members appointed by the moderator under subsection I (B), the moderator of the town involved shall within thirty days after such vacancy occurs appoint a member to serve until his successor is appointed and qualified as provided in subsection I (C). If a vacancy occurs among the members appointed under subsection I (C),

the moderator of the member town involved shall appoint a member to serve for the balance of the unexpired term, if any.

(E) Organization

Promptly upon the appointment and qualification of the members of the initial Committee and annually thereafter, at the first regular meeting of the Committee held in the month of April, the Committee shall organize and choose by ballot a chairman and a vice-chairman from among its own membership.

(F) Power 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 16 I, inclusive, of Chapter 71 of the 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.

(G) Quorum

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

SECTION II TYPE OF REGIONAL SCHOOL DISTRICT

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve,

inclusive. The Committee is hereby authorized to establish and maintain such kinds of education, acting as trustees therefor, as may be provided by towns under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37 A of said Chapter 74.

SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographical limits of the District and within a radius of 5 miles from the intersection of Route 2 and Bedford Road, which intersection is in the town of Lincoln.

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: capital costs and operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase

or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. 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.

(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

Capital costs shall be apportioned to the member towns annually for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on

the said date, except that if there is an enrollment of less than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the "persons" referred to in subsection IV (F) shall not be included. Notwithstanding the foregoing, in the event that there is no enrollment in the regional district school from all the member towns on October 1 of any such year, capital costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year. Capital costs represented by debt service shall be apportioned as a capital cost of the fiscal year in which the debt service falls due.

(E) Apportionment of Operating Costs

All operating costs, except those described in subsection IV (F), for the first fiscal year next following the establishment of the regional school district, and for every fiscal year thereafter, shall be apportioned to the member towns on the basis of each town's respective pupil enrollment in the regional district school. Each member town's share for each fiscal year shall be determined by computing the ratio which that member town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is

determined bears to the total pupil enrollment in the regional school from all the member towns on the same date. In computing this apportionment the pupil hours referred to in subsection IV (F) shall be excluded. In the event that enrollment of pupils in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year.

(F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year of any evening trade extension courses or any other types of courses which are offered by the District to persons other than the pupils attending the regular day regional vocational school. Each member town's share of such operating costs shall be determined by computing the ratio which that town's enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from all the member towns on the same date. In the event that enrollment of pupil hours in such courses has not been accomplished by November 1 of any year, such operating costs shall be apportioned on the basis of enrollment in

grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year.

(G) Times of Payment of Apportioned Costs

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V (C) of the capital and operating costs. Except as otherwise provided in subsection V (A) or in section XI, 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:

April 1	25%
June 1	60%
September 1	75%
November 15	100%

SECTION V BUDGET

(A) Initial Budget

Within sixty days after the initial regional district school committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then fiscal year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee of each member town, or if there is no finance or advisory committee in a member town, to the chairman of the board of selectmen, for its consideration. A budget shall be adopted not earlier than

fourteen days but within twenty-one days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned among the member towns according to the provisions of Section IV herein. The regional district treasurer shall certify to the treasurer of each member town its respective shares of said budget. The sums thus certified shall be payable by each member town to the regional district school committee but only from funds which may be or may have been appropriated by each member town for such purpose.

(B) Tentative Operating and Maintenance Budget

Thereafter, the Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The said Committee shall mail a copy thereof to the chairman of the board of selectmen and the finance or advisory committee, if any, of each member town on or before November 15, itemized as follows or in such further detail as the Committee may deem advisable:

1. Administration
2. Instruction
3. Other school services
4. Operating and maintenance of plant
5. Fixed charges
6. Acquisition of fixed assets

7. Community services
8. Debt retirement and debt service
9. Programs with other districts and private schools

(C) Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current capital costs as separate items, on or before December 1 for the ensuing fiscal year, 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 Section IV. The amounts so apportioned to each member town shall, prior to December 31 of each year preceding the fiscal year to which said budget relates, be certified by the district treasurer to the treasurer of such member town, and each such town shall, at the next annual town meeting, appropriate the amounts so certified.

SECTION VI TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member towns as an operating cost.

SECTION VII 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 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 vote of a majority of all members of the Committee or by a petition signed by at least 10 per cent 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 secretary of the Committee. In either case, the secretary 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 (without the signatures in the case of a proposal by petition).

The selectmen of each member town shall include in the warrant for the next annual 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.

SECTION VIII ADMISSION OF NEW TOWNS

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 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 also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION IX WITHDRAWAL

(A) Limitations

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

(B) Procedure

The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection VII (A). The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each member town that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of the member serving on the regional district school

committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

(D) Apportionment of Capital Costs After Withdrawal

The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be not less than the average of such town's annual capital cost apportionment percentages for the three years next preceding the year in which its withdrawal becomes effective, or, in case such withdrawal becomes effective before there shall have been an apportionment of capital costs for three years next preceding the year in which such withdrawal becomes effective, the withdrawing town's annual share of such future installments of principal and interest shall be not less than the average of such town's annual capital cost apportionment percentage for such of the year or years preceding the year in which its withdrawal becomes effective for which an apportionment of capital costs shall have been made. The remainder of any such installment after subtracting the share of any town or towns which have withdrawn shall be apportioned to the remaining member town or towns in the manner provided in subsection IV (D) or as may be otherwise provided in the amendment providing for such withdrawal.

SECTION X TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from towns other than member towns on a tuition basis. Income received by the District from tuition

pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under subsection IV (E) to the member towns.

SECTION XI FISCAL YEAR

Except as may otherwise be provided by law, the fiscal year of the District shall be the same as the fiscal period of the member towns and the word year or fiscal year as it relates in this agreement to a fiscal or budget period shall mean the fiscal year of the District.

If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each member town shall be paid as provided in subsection IV (G) shall be adjusted so that not less than 25% thereof shall be paid not later than the first day of the third month of such fiscal year, 60% shall be paid not later than the first day of the sixth month of such fiscal year, 75% shall be paid not later than the first day of the ninth month of such fiscal year and 100% shall be paid not later than the first day of the eleventh month of such fiscal year.

SECTION XII SUBMISSION FOR APPROVAL

This agreement shall be submitted for approval pursuant to the applicable provisions of Section 15 of Chapter 71 of the General Laws to the towns of Acton, Arlington, Belmont,

Boxborough, Carlisle, Concord, Lexington, Lincoln, Sudbury, Stow, Wayland and Weston. In the event that at least the towns of Arlington, Belmont, Concord and Lexington vote in the affirmative as provided in said Section 15 to establish a regional technical and vocational school district, this agreement shall become effective and a regional technical and vocational school district, composed of the towns of Arlington, Belmont, Concord, Lexington and such additional towns, if any, as so vote, shall be deemed to be established; otherwise this agreement shall be void and of no effect.

IN WITNESS WHEREOF, this agreement has been executed as
of the EIGHTEENTH day of JUNE, 1970

ACTON, ARLINGTON, BELMONT, BOXBOROUGH, CARLISLE, CONCORD,
LEXINGTON, LINCOLN, SUDBURY, STOW, WAYLAND, AND WESTON REGIONAL
VOCATIONAL SCHOOL DISTRICT PLANNING BOARD.

<u>Charles E. Condit</u>	<u>Ruth D. Kennedy</u>
<u>Marilyn Blison</u>	<u>James L. Donofrio</u>
<u>Frederick L. Kennell</u>	<u>Ann Wallace</u>
<u>Norman R. Jacobsen</u>	<u>William T. Maloney</u>
<u>Eugene J. Kirby</u>	<u>Alfred J. Cron</u>
<u>Russ A. Harmon</u>	<u>Douglas B. Penick</u>
<u>David A. Bradley</u>	<u>Beverly W. Lydiard</u>
<u>Margaret M. Pustan</u>	<u>Barbara L. Spencer</u>
<u>Sid Mello - Under</u>	<u>Paul J. Lecky</u>
<u>Verum Page</u>	<u>Joseph Brown</u>
<u>Alfred A. Callata</u>	<u>Ernest W. Wales</u>
<u>Judith W. Spacone</u>	<u>Henry M. May</u>
<u>Marilyn L. Gonsley</u>	
<u>Paul G. Alphen</u>	
<u>Henry L. Hall Jr.</u>	
<u>Anna M. Higgins</u>	
<u>Robert M. Kelley</u>	
<u>Michelle L. Lombardo</u>	

APPROVED

The Commonwealth of Massachusetts
Department of Education
By [Signature]

OCT 20 1970

The Commonwealth of Massachusetts
Emergency Finance Board
By [Signature]
Ruth Alexander

[Signature]

NOV. 16 1970