



December 22, 2015

Katie Green, Chair
Board of Selectmen
Town of Acton
472 Main St.
Acton, MA 01720

Dear Ms. Green:

I am writing to inform the Boards of Selectmen of all of the member towns of the Minuteman Regional Vocational School District (hereinafter "the District") that the Minuteman Regional School Committee, at a meeting held on December 21, 2015, took the following vote related to the Regional Agreement:

VOTE: That the District School Committee approve the proposed amendments to the Draft Regional Agreement (v. 3.11.14), dated 12.21.15.

FURTHER VOTED: That within seven (7) days from the date on which this vote is adopted, the Secretary notify the Boards of Selectmen of each member town of the District of this vote, and request that a special Town Meeting be held prior to March 1, 2016 to consider approval. The secretary is further instructed to send the draft warrant article language to the 16 Boards of Selectmen.

Please contact Superintendent Ed Bouquillon at e.bouquillon@minuteman.org or ext. 7301, should you have any procedural questions.

Sincerely,


David C. Horton, Secretary
Minuteman District School Committee

cc: Steve Ledoux, Town Administrator

Attachments:

Draft Regional Agreement with proposed changes, dated 12.21.15
Warrant Article

ARTICLE #____. AMENDMENTS TO THE REGIONAL SCHOOL DISTRICT
AGREEMENT OF THE MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT

To see if the Town will vote, consistent with Section VII of the existing “Agreement With Respect to the Establishment of a Technical and Vocational Regional School District” for the Minuteman Regional Vocational School District, to accept the amendments to said Agreement which have been initiated and approved by a vote of the Regional School Committee on December 21, 2015, and which have been submitted as a restated “Regional Agreement” bearing the date of December 21, 2015 to the Board of Selectmen of each member town.

ARTICLE #_____. WITHDRAWAL OF THE TOWN OF _____ FROM THE MINUTEMAN
REGIONAL VOCATIONAL SCHOOL DISTRICT

To see if the Town will vote to withdraw from the Minuteman Regional School District effective July 1, 2017, contingent upon the acceptance, on or before March 1, 2016, by all of the current members of the Minuteman District, and the approval, on or before December 31, 2016, by the Commissioner of Education, of the Amended Regional Agreement dated December 21, 2015 which has been submitted to the member towns by the Minuteman Regional School Committee.

REGIONAL AGREEMENT

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, Weston, Bolton, Dover, Lancaster, and Needham, 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 School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

(B) Staggering of Terms

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

(C) Appointing Authority

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

(D) Subsequent Terms of Office

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

(E) Vacancies

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

(F) Organization

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will

choose a Secretary, who may or may not be from among its membership.

(G) 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 Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(H) Weighted Voting

Each member of the Regional School Committee will exercise a weighted vote, rounded to the nearest hundredth of a percent, which will be calculated and established as of July 1 of each year as follows. The first half of the weighted vote for all of the member communities will be the same. (For example, if hypothetically there were 16 member communities, then the first half of each member's weighted vote will be 1/16 of 50%, which would be 3.125%). The second half of each member community's weighted vote will be computed as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as the second half of that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following July 1 and extending for the next year, the second half of that member community's weighted vote would be 8.67% of 50%, which would be 4.335%). The two halves will then be added together, and rounded to the nearest hundredth of a percent, to establish that community's total weighted vote. (For example, using the hypotheticals expressed above in this paragraph, the hypothetical community's total weighted vote as of the July 1 in question would be 3.125% plus 4.335%, which would add to 7.46%). that community's member of the Regional School Committee would exercise a 8.67% vote.) Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths (3/4) vote of all of the members of the Regional School Committee, without regard for the weight of the votes, shall be required.

(I) Quorum

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

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 also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities 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 37A 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.

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member communities, 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, or which could be categorized as a capital expense in conformance with applicable law and regulation, 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 and 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

1. The following method will be used for apportioning capital costs incurred prior to July 1, 2014:

After first deducting any other sources of revenue that are appropriately applied against

capital costs, capital costs shall be annually apportioned to the towns which were members of the District as of June 30, 2014 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 fewer 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 enrolled in courses or programs referred to in subsection IV (F) shall not be included.

2. The following method will be used for apportioning capital costs incurred on or after July 1 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, 2014 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than five (5) pupils from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of five (5) pupils in the regional district school on said date.

b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.

c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:

- Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the five (5) pupil minimum spoken of in 2,a above, will be identified.
- This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
- This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at Minuteman".
- The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.

- Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

(E) Apportionment of Operating Costs

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

(F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member community's share of such special operating costs shall be apportioned by identifying each member community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

(G) Times of Payment of Apportioned Costs

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

September 1	25%
December 1	60%
March 1	75%
May 1	100%

(H) Apportionment of Costs to New Members

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.

2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

(I) Incurring of Debt

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. Chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

SECTION V BUDGET

(A) Tentative Operating and Maintenance Budget

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 communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts.

(B) Final Operating and Maintenance Budget

After conducting a public hearing consistent with G.L. Chapter 71, section 38M, the Committee shall adopt an annual operating and maintenance 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 of any member town 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 adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current 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 Section IV. The amounts so apportioned to each member community shall be certified by the district treasurer to the treasurer of such member community within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such community shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B.

SECTION VI TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communities 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 right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities 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 community (which shall be acted upon as provided in Section IX), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated by a petition signed by at least 10 per cent of the registered voters of any one of the member communities. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Clerk of such member community as to the

number of registered voters in said community 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 community 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, or City Council, of each of the member communities 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, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city, and after approval by the Commissioner.

(C) Approval by Commissioner

All amendments to this Agreement are subject to the approval of the Commissioner.

SECTION VIII ADMISSION OF NEW COMMUNITIES

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communities may be admitted to the regional school district. The effective date for the admission of each such new member shall be the July 1 following the adoption by the District of such an amendment, the acceptance by all of the existing members, and the approval by the Commissioner. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to 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) Procedure

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the two-thirds (2/3) vote has occurred, and the receipt of the notice of withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received. Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee with full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

(B) Continuing Obligations After Withdrawal

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:
 - a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,
 - b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

(C) Commissioner's Approval

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

(D) Amendment to Agreement

The withdrawal of a member which occurs consistent with the above will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

SECTION X TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from communities other than member communities 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 Section IV to the member communities, provided that income identified as a contribution to capital costs shall be applied to the capital budget.

SECTION XI FISCAL YEAR

The fiscal year for the district shall run from July 1 to June 30.

SECTION XII SUBMISSION FOR APPROVAL

This Agreement shall be submitted for approval pursuant to the applicable provisions of Chapter 71 of the General Laws.

777337v1



Proposed Amendments to the Minuteman Regional Vocational School District Agreement

Twelve member towns formed the Minuteman Technical and Vocational Regional School District by Agreement adopted in 1970. Four additional towns joined the District shortly thereafter and the Agreement was last amended in 1980. The revisions now proposed for adoption under this article would make the following changes:

1. Uses a 4-year rolling average where student enrollment is a factor in determining assessment of annual operating and capital costs to member communities in place of the current single-year figure.
2. Introduces weighted voting for most School Committee actions with 50% of vote strength shared equally among members and 50% based on the 4-year rolling average enrollment. Incurring of new debt would require at least a two-thirds (2/3) majority vote of all of the members of the Regional School Committee and future amendments to the Agreement would require three-fourths (3/4) majority of all members of the Regional School Committee, each without regard for the weight of the votes, before the matter could be referred for consideration by the member communities.
3. Authorizes the School Committee to negotiate terms for capital assessments to a new member community such that the new member would pay its full share no later than year four. Admission would be subject to acceptance by ALL of the existing member communities and the Massachusetts Commissioner of Elementary and Secondary Education. Language in the amended agreement has also been revised to contemplate the potential admission of a city to the District.
4. Establishes a revised procedure and conditions for withdrawal by a member community from the District. Where withdrawal under the current Agreement requires affirmative town meeting action by all other member communities, withdrawal under the revised Agreement could take place unless rejected by a majority of member communities. In either case, the withdrawal and associated terms must be approved by the Commissioner before it may occur. (See also item 7, below)
5. Revises the formula by which annual capital costs are assessed such that each member community would pay a base contribution of 1% of the annual total. 50 % would be assessed based on the 4-year average enrollment share. The balance would be assessed by taking into account certain of the factors used by the Department of Elementary and Secondary Education in calculating State aid to education. The formula for assessment of any previously issued debt, which is calculated more strictly on single-year enrollment share, would be unaffected.
6. Provides that any income identified as a contribution to capital costs (ie such as charges to any new members or potential "facility fees" that might be paid on behalf of tuition students from non-member communities) would be applied to the capital budget and reduce assessments to member communities.
7. Requires the School Committee to first seek authorization for incurring debt following the current method that involves town meeting votes. In this case, a negative vote by any one member community results in disapproval for all. IF this happens, the amended Agreement would then permit (but would not require) the School Committee to initiate a second attempt via District-wide election, as allowed under MGL 71 section 16(n), in which results of the aggregate vote would determine the outcome. If a majority of voters in a particular member community voted to disapprove the issuance of debt in such an election, that community would have the option of moving for withdrawal from the District without obligation for a share of the new debt thus incurred. (See also item 4, above.)
8. Raises the threshold for initiating future amendments to the Agreement to require a vote of three-fourths (3/4) of all members of the Regional School Committee members, without regard for the weight of the vote. The current requirement for subsequent approval by the legislative body of every member community is unchanged.

Adoption of the amended Regional Agreement will proceed under the terms of the current Agreement and thus requires an affirmative town meeting vote in each of its 16 member communities, as well as final approval by the Commissioner.

Summary prepared by Carrie Flood, School Committee Secretary and Chair of the Regional Agreement Amendment Subcommittee and updated to reflect final votes taken by the School Committee on 3/11/14.



Point - By - Point Comparison

Subject	Current Agreement	Proposed Agreement
Annual Assessment	Based on most recent year's enrollment share.	Based on 4-year rolling average enrollment share.
Capital Costs	Based on most recent year's enrollment share.	Each member community pays base 1% of yearly total. 50% is based on 4-year rolling average enrollment share and remainder considers certain factors used in calculating Chapter 70 state aid to education along with enrollment.
School Committee Votes	Each member town has one vote for all questions.	Weighted votes with 50% of vote strength shared equally among members and 50% based on the 4-year rolling average enrollment. Incurring debt is specifically excepted and would require approval by 2/3 of all school committee members regardless of enrollment share or actual attendance at meeting.
Admission of New Members	New member would carry full share of capital costs from day one. Current language does not account for admission of a city.	School Committee could negotiate gradual 4-year "buy-in", subject to approval by all of the existing member communities. Language contemplates membership by city.
Withdrawal of Members	Requires approval by all other member communities and the exiting member remains liable for a share of all debt approved while a member, even if its own residents voted against authorizing that debt.	Could occur unless disapproved by a majority of other members. Qualified students could still be accepted on a space-available, tuition basis. IF withdrawal is properly pursued following a District-wide election that authorizes new debt, the subject community would not be liable for a share of the debt that its own voters disapproved in that election.
Contribution to Capital Costs	Current agreement is silent on this point.	Must be applied to reduce capital assessments to members.
Authorization for New Debt	As this is not specified in the current agreement, either of two routes may be followed at the School Committee's option under applicable state law. The method involving town meeting votes, whereby a single community has the power to block borrowing, has historically been used by the District.	Specifies that the current method must be pursued first, however, if rejected by one or more communities, the School Committee would then be permitted (but would not be required) to initiate a second attempt with a District-wide election. In this case, the aggregate vote would determine the outcome.
Amendments	May be initiated by majority vote of the School Committee (or by petition as allowed by law) and requires approval by all member communities.	May be initiated by a 3/4 vote of the School Committee (or by petition as allowed by law). The current requirement for approval by all member communities is unchanged.

Commissioner's approval applies when required by law.

REGIONAL AGREEMENT

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, Weston, Bolton, Dover, Lancaster, and Needham, 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 School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

(B) Staggering of Terms

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

(C) Appointing Authority

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

(D) Subsequent Terms of Office

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

(E) Vacancies

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

(F) Organization

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will choose a Secretary, who may or may not be from among its membership.

(G) 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 Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(H) Weighted Voting

Each member of the Regional School Committee will exercise a weighted vote, rounded to the nearest hundredth of a percent, which will be calculated and established as of July 1 of each year as follows. The first half of the weighted vote for all of the member communities will be the same. (For example, if hypothetically there were 16 member communities, then the first half of each member's weighted vote will be 1/16 of 50%, which would be 3.125%). The second half of each member community's weighted vote will be computed as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as the second half of that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following July 1 and extending for the next year, the second half of that member community's weighted vote would be 8.67% of 50%, which would be 4.335%). The two halves will then be added together, and rounded to the nearest hundredth of a percent, to establish that community's total weighted vote. (For example, using the hypotheticals expressed above in this paragraph, the hypothetical community's total weighted vote as of the July 1 in question would be 3.125% plus 4.335%, which would add to 7.46%). Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths (3/4) vote of all of the members of the Regional School Committee, without regard for the weight of the votes, shall be required.

(I) Quorum

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

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 also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities 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 37A 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, or within a radius of 5 miles from the intersection of Route 2 and Bedford Road, which intersection is in the town of Lincoln, provided that if a community where the school is located ceases to be a district member, the school may continue to be located in that community.

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member communities, 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, or which could be categorized as a capital expense in conformance with applicable law and regulation, 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 and 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

1. The following method will be used for apportioning capital costs incurred prior to July 1, ~~2016~~2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the towns which were members of the District as of June 30, ~~2016~~2014 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 fewer 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 enrolled in courses or programs referred to in subsection IV (F) shall not be included.

2. The following method will be used for apportioning capital costs incurred on or after July 1, ~~2016~~2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, ~~2016~~2014 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

- a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than ~~five (5) pupils~~one (1) pupil from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of ~~five (5) pupils~~one (1) pupil in the regional district school on said date.

- b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.

- c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:

- Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the ~~five (5) pupil~~one (1) pupil minimum spoken of in 2,a above, will be identified.
- This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
- This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at

Minuteman".

- The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
- Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

(E) Apportionment of Operating Costs

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

(F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member community's share of such special operating costs shall be apportioned by identifying each member community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

(G) Times of Payment of Apportioned Costs

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

September 1	25%
December 1	60%
March 1	75%
May 1	100%

(H) Apportionment of Costs to New Members

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.

2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

(I) Incurring of Debt

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. Chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

SECTION V BUDGET

(A) Tentative Operating and Maintenance Budget

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 communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts.

(B) Final Operating and Maintenance Budget

After conducting a public hearing consistent with G.L. Chapter 71, section 38M, the Committee shall adopt an annual operating and maintenance 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 of any member town 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 adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current 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 Section IV. The amounts so apportioned to each member community shall be certified by the district treasurer to the treasurer of such member community within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such community shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B.

SECTION VI TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communities 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 right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities 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 community (which shall be acted upon as provided in Section IX), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated by a petition signed by at least 10 per cent of the registered voters of any one of the member communities. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Clerk of such member community as to the number of registered voters in said community 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 community 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, or City Council, of each of the member communities 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, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city, and after approval by the Commissioner.

(C) Approval by Commissioner

All amendments to this Agreement are subject to the approval of the Commissioner.

SECTION VIII ADMISSION OF NEW COMMUNITIES

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communities may be admitted to the regional school district. The effective date for the admission of each such new member shall be the July 1 following the adoption by the District of such an amendment, the acceptance by all of the existing members, and the approval by the Commissioner. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to 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) Procedure

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the two-thirds (2/3) vote has occurred, and the receipt of the notice of withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received.

Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee with full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

(B) Continuing Obligations After Withdrawal

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:
 - a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,
 - b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

(C) Commissioner's Approval

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

(D) Amendment to Agreement

The withdrawal of a member which occurs consistent with ~~this Section~~ the above will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

(E) Initial Procedure for Withdrawal

Consistent with 603 CMR 41.03(2), the communities of Boxborough, Carlisle, Dover, Lincoln,

Sudbury, Wayland, and Weston may withdraw from the District effective on the first July 1 after the first December 1 following the Commissioner of Education's approval of the 2016 Amended Regional Agreement, all of the following requirements having been met by each departing member:

(a) On or before March 1, 2016, voted by simple majority of its legislative body to confirm its commitment to withdraw from the District;

(b) On or before March 1, 2016, voted to approve the 2016 Amended Regional Agreement;

(c) Approval of the 2016 Amended Regional Agreement by the Commissioner of Education.

A vote by any member to adopt the 2016 Amended Regional Agreement shall also constitute approval of the withdrawal of any or all of the communities of Boxborough, Carlisle, Dover, Lincoln, Sudbury, Wayland, and Weston from the District pursuant to the Initial Procedure for Withdrawal.

The terms of School Committee members representing communities which withdraw under this Initial Procedure for Withdrawal shall end on the withdrawal date of the community which the member represents. No such community shall have any right or claim onto the assets of the District. Such communities shall continue to be responsible for their respective shares of the District's indebtedness as of the withdrawal date, except that no community withdrawing under this Initial Procedure for Withdrawal shall be responsible for District debt incurred after December 10, 2015.

SECTION X TUITION STUDENTS

(A)

The Committee may accept for enrollment in the regional district school pupils from communities other than member communities 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 Section IV to the member communities, provided that income identified as a contribution to capital costs shall be applied to the capital budget.

(B)

Subject to state law, and applicable regulations, effective June 30, 2018, it shall be the policy of the District to admit out-of-district students only based on tuitions and charges equal or greater than the District's similarly-calculated average per pupil cost for in-district communities as determined by the Committee. Exceptions to this policy may only be made by two-thirds weighted vote of the Committee. The provisions of this paragraph (B) shall not apply to incoming school choice students under M.G.L. c. 76, § 12B.

SECTION XI FISCAL YEAR

The fiscal year for the district shall run from July 1 to June 30.

SECTION XII SUBMISSION FOR APPROVAL

This Agreement shall be submitted for approval pursuant to the applicable provisions of Chapter 71 of the General Laws.

REGIONAL AGREEMENT

Historical Recall:

The Regional Agreement Amendment Subcommittee (RAAS) was established with a specific charge on 2.5.13.

Amendments that were developed by the RAAS were approved by School Committee on 2.12.14.

Additional amendments were made and approved by the School Committee on 3.11.14.

This **Draft Regional Agreement (v. 3.11.14)** was sent to all 16 Towns for consideration at SP 2014 Town Meeting. 10 towns approved; 1 voted no; 5 passed on it.

The School Committee requested that this be considered again by the 6 towns at SP 2015 Town Meeting. 1 passed on it; 1 placed no item; 1 dismissed, 2 passed over, and 1 postponed indefinitely.

Two additional amendments were presented to the School Committee on 4.14.15, but the School Committee voted to table indefinitely.

On 7.7.15, the School Committee voted to direct the Superintendent and his Administration to terminate their efforts to amend the Regional Agreement, except to the extent required to fulfill the District's legal obligations to the Town of Wayland pursuant to the recent vote of its Town Meeting. As part of this vote, the School Committee encouraged communities in the District to make further attempts to amend the current Agreement, as it is the School Committee's belief that such efforts should be initiated by the Boards of Selectmen in our 16 member towns, not by the Minuteman School Committee or by the Minuteman Administration.

The Boards of Selectmen were encouraged to take up the matter of the Regional Agreement again in the Fall, 2015. After a series of meetings they held, additional amendments were proposed and the School Committee considered these at their 12.21.15 meeting. They took the following vote on these proposed changes:

ACTION 2015 #100

Moved (Spalding) and seconded (Flood)

That the District School Committee approve the proposed amendments to the Draft Regional Agreement (v. 3.11.14), dated 12.21.15.

FURTHER VOTED: That within seven (7) days from the date on which this vote is adopted, the Secretary notify the Boards of Selectmen of each member town of the District of this vote, and request that a special Town Meeting be held prior to March 1, 2016 to consider approval. The secretary is further instructed to send the draft warrant article language to the 16 Boards of Selectmen.

Vote: Unanimous (with 13 members present)

The 12.21.15 version incorporates all changes approved by the School Committee in the 3.11.14 version, as well as changes proposed by the Selectmen and approved by the School Committee on 12.21.15. (See redlined versions for specifics.)