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Town of Belmont
Massachusetts*

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BOARD OF SELECTMEN

SAMI S. BAGHDADY, Chair
MARK A. PAOLILLO, Vice-Chair
JAMES R. WILLIAMS, Selectman

TOWN ADMINISTRATOR

DAVID J. KALE

ASSISTANT TOWN ADMINISTRATOR

PHYLLIS L. MARSHALL

January 14, 2016

Dear Town Meeting Members:

Enclosed please find the Warrant for a **Special Town Meeting** scheduled for 7:00 p.m. on **Monday, February 8, 2016** at the Chenery Middle School Auditorium. The articles are consideration of amendments to the existing Agreement of the Minuteman Regional Vocational School District and an article regarding establishment of a Belmont High School Building Committee in accordance with the Massachusetts School Building Authority (MSBA) approval process pending action by the MSBA on January 27, 2016.

For your additional information, enclosed is the following:

- The Current Minuteman Regional Vocational School District Agreement
- Draft Regional Agreement - Redlined Version with all changes 2014 and 2015
- Narrative Information for Special Town Meeting prepared by Minuteman
- Summary of proposed changes to the Agreement prepared by Jack Weis, Belmont Representative to the Minuteman School Committee

Additional information can be found on the Minuteman High School web page. Please go: <http://minuteman.org/Page/196>

Please be reminded that the Warrant and any additional information can be found in the Town Meeting section of the Town Clerk's web page at www.Belmont-ma.gov.

Sincerely,

Sami S. Baghdady, Chair
Mark A. Paolillo, Vice-Chair
James R. Williams, Selectman

BOARD OF SELECTMEN

Enclosures

You are invited to attend

Warrant Briefing

Thursday, January 28th, 2016
at 7 PM

Beech Street Center
266 Beech Street

Opportunity to ask questions about
Minuteman Regional School &
Authorization of High School Building Committee
(if required)

prior to
February 8th Special Town Meeting

Town Officials and Department Heads
will be present to provide information

Michael Libenson
Chair of the Warrant Committee will preside

Cosponsored by: the Warrant Committee
and the



Belmont League of Women Voters®
Education Fund



**TOWN OF BELMONT
WARRANT FOR 2016 SPECIAL TOWN MEETING
FEBRUARY 8, 2016
COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

To either of the Constables in said County:

Greetings:

In the name of the Commonwealth of Massachusetts you are required to notify and warn the Inhabitants of the Town of Belmont, qualified as the law requires to vote in elections and Town Affairs, to meet at the Chenery Middle School Auditorium on **MONDAY, FEBRUARY 8, 2016, at 7:00 P.M.**, and to notify and warn the Town Meeting Members to meet and act at said time and place on the following Articles, viz:

ARTICLE 1:

REPORTS

To hear the report of the Selectmen and other Town Officers. To hear the report of any Committee heretofore appointed and to act thereon.

This article allows the Board of Selectmen and other town officers, boards and committees to report orally to the Town Meeting on appropriate matters not otherwise appearing on the Warrant. This article stays "on the table" throughout the Special Town Meeting to allow town officials and committees to report when necessary.

Majority vote required for passage.

Yes____ No____

ARTICLE 2: 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.

This article seeks to make amendments to the Minuteman Regional Vocational High School Agreement. The Agreement was last amended in 1980. These amendments require passage by all member communities (16 total) in order to take effect.

Highlights of Proposed Amendments:

Changes to the withdrawal process and immediate withdrawal provision for seven communities to leave the district without needing a separate vote;

Uses a four-year rolling average where student enrollment is a factor in determining the annual operating and capital assessment in place of the single year figure;

Introduces a weighted voting methodology for most School Committee actions;

Includes Capital Cost obligation for new members of the District; and

Revises the formula by which annual capital costs are assessed.

Majority vote required for passage.

Yes_____ No_____

ARTICLE 3: BELMONT HIGH SCHOOL BUILDING COMMITTEE

To see if the Town will vote to establish a Belmont High School Building Committee for the purpose of renovation and/or new construction of the high school; to authorize the appointment of a High School Building Committee to oversee the feasibility study, design, construction and perform other required activities of said project in accordance with the Massachusetts School Building Authority (MSBA) approval process; or in any way act thereon.


Majority vote required for passage.

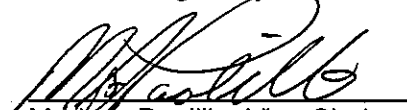
Yes_____ No_____

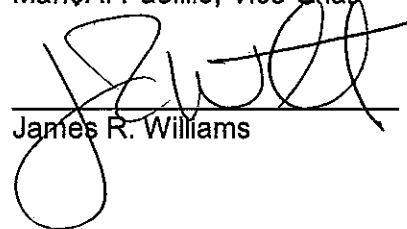


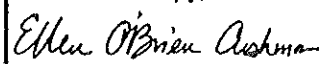
Given under our hands this 11th day of January, 2016.

BOARD OF SELECTMEN, TOWN OF BELMONT


Sami S. Baghdady, Chair


Mark A. Paolillo, Vice Chair


James R. Williams

A True Copy, Attest

Town Clerk of Belmont, MA



MODERATOR'S MESSAGE ON TOWN MEETING PROCEDURES

Belmont's Town Meetings are conducted in accordance with the Massachusetts General Laws, our Representative Town Meeting statute, the General Bylaws, and traditional customs and practices that we have followed for many years, with guidance provided by the principles and rules of conduct in *Town Meeting Time, a Handbook of Parliamentary law*. Several matters of procedure are summarized below.

- An **article** in the Warrant provides notice to the Town Meeting of a matter to be considered. The article itself is not a specific proposal for action. A **motion** is a proposal for action by the Town Meeting and must be within the scope of the notice provided by an article in the Warrant. An article may not be amended but a motion may be amended by vote of the Town Meeting.
- Formal seconding will not be required on **main motions** under articles in the warrant. Seconding will be required on all other motions.
- All **main motions and proposed amendments** involving the expenditure of money must be in writing. All other motions and proposed amendments must also be in writing unless they are brief and simple as to be easily understood when stated orally.
- All substantive amendments and motions to be offered under an article in the Warrant must be submitted to the Town Clerk in writing not later than the close of business on the third (3rd) business day before the commencement of the session at which the Article is considered, in order to provide sufficient time for review by Town Counsel and the Moderator and to be made available for distribution to the Town Meeting Members before the commencement of such session. The Moderator may allow exceptions to the advance filing requirement in case of motions that are easy to understand, but such exceptions are within the exclusive discretion of the Moderator.
- Except for motions involving the expenditure of money or Bylaw amendments, the Moderator will first recognize the maker of the motion, if he or she wishes to speak.
- Before commencing discussion on motions involving the expenditure of money or Bylaw amendments, the Moderator will first call for committee reports as follows:
 - **Expenditure of Money** – Warrant Committee,
 - **Capital Improvements** – Warrant Committee, then Capital Budget Committee,
 - **General Bylaw amendments** – Bylaw Review Committee,
 - **Zoning Bylaw amendments** – Planning Board.
- Town Meeting Members wishing to speak should come to a microphone. When recognized by the Moderator, the Member should state his or her name and precinct number before commencing.
- Registered voters of the Town who are not Town Meeting Members may speak at the Town Meeting, but first must either arrange in advance with the Moderator for recognition or arrange to be introduced by a Town Meeting Member.

- Persons who are not Town Meeting Members may be admitted to the floor by invitation **but may not vote.**
- All discussion must be relevant to a motion before the town meeting. All speakers must address the Moderator; questions may be asked only through the Moderator. A Town Meeting Member who wishes to make a motion that is debatable must first make the motion and, after it is seconded, if required, the Moderator will recognize the maker of the motion to speak to it. The Moderator will not recognize a motion made at the conclusion of a speech. This, by definition, includes a motion that would terminate debate, such as a motion for the previous question.
- The Moderator will try to recognize Town Meeting Members in the order in which they come to the microphones. While our General Bylaws do not set a time limit for Town Meeting Members when speaking for the first time, the Moderator has established a limit of five minutes. Unless the Town Meeting consents no person may speak more than twice upon any question, except to correct an error or to make an explanation of a previous statement. No person should seek recognition to speak for a second time until others who have not yet spoken have had an opportunity to be recognized. The five-minute limit also applies to those speaking for a second time.
- Section 30-115 of our General Bylaws provides that all votes shall be taken in the first instance by a “yes” or “no” voice vote. If the Moderator is in doubt as to the vote, or if any Town Meeting Member doubts the vote, the Moderator will call for an electronic vote. Any Town Meeting Member may also request a roll call vote; the request must be concurred in by 34 or more additional Town Meeting Members; and the request must be made in connection with final action under an article in the Warrant.
- Our Bylaws require that a Town Meeting Member who wishes to speak on an issue in which he or she or a member of his or her family has a direct financial interest, or in which he or she is engaged as an attorney or consultant, must first disclose this interest to the Town Meeting.
- A motion to reconsider a vote adopted at one session of a Town Meeting may not be made at an adjourned session of the same Town Meeting unless the mover has given notice of his or her intention either at the session at which the vote was passed or by written notice delivered to the Town Clerk by 12 o'clock noon on the first business day following the commencement of the session at which the vote sought to be reconsidered was passed. A two-thirds vote is required for reconsideration; no vote may be reconsidered more than once.
- Action on our general budget article will not be considered final so as to require a two-thirds vote for reconsideration, or any other procedures relating to reconsideration, until all action under that Article has been completed.

Any citizen who has questions about Town Meeting procedures is encouraged to email me at mike.j.widmer@gmail.com.

Michael J. Widmer
Moderator



April 14, 2015

To: Town Meeting Members,

As Town Moderator since 2008 I have made a concerted effort with others to improve our Town Meeting, balancing the importance of a full discussion of complex issues with the desire not to get bogged down in trivial details. We have definitely made considerable progress but I -- and many Town Meeting Members who have talked to me -- have become increasingly concerned by those occasions in which a few Members choose to ask a long series of questions, often in a manner more resembling a courtroom than a Town Meeting, many of which could be answered beforehand. Because it limits the time others may use to speak, this practice can be disrespectful to the vast majority of Town Meeting Members.

In order to enhance the quality and pace of Town Meeting discussions while providing an opportunity to hear as many Members as possible, I will be implementing the following changes at the upcoming Annual Town Meeting:

- Establish an informal five-minute limit on speeches by Town Meeting Members. This will allow more Members to speak and cut down on repetition by requiring speakers to focus their remarks.
- Limit each speaker to an initial question and one follow-up question to enable the meeting to move more smoothly. Materials are sent to Town Meeting Members in advance, giving them ample time to get most questions answered before coming to Town Meeting. Town Meeting Members with questions may email them before the meeting to: selectmen@belmont-ma.gov. The Town Administrator's office will forward the questions to the appropriate Town official for response.
- Honor the current rule requiring that all Member questions be asked through the Moderator, a common Massachusetts Town Meeting guideline. While I have reminded Members of this rule, I have sometimes refrained from strict enforcement. However, this procedure is important to ensure civil discourse. Henceforth, if Town Meeting Members have a question, I will request that they always address the question to me and I will direct it to the appropriate person.

Like you, I respect our democratic processes and work hard to make our Town Meeting as effective as possible. In implementing these changes, I am always open to making adjustments as needed.

Thank you for your understanding and your cooperation.

Mike

Michael J. Widmer
Moderator



MOTIONS

2016 SPECIAL TOWN MEETING - FEBRUARY 8, 2016

(Draft Motions as of January 14, 2016)

(Subject to change)

ARTICLE 1:

REPORTS

MOVED: That Article 1 be laid on the table.

ARTICLE 2: AMENDMENTS TO THE REGIONAL SCHOOL DISTRICT AGREEMENT OF THE MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT

MOVED: That the Town vote, in accordance with the provisions of 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.
(Majority Vote)

ARTICLE 3:

BELMONT HIGH SCHOOL BUILDING COMMITTEE

MOVED: That the Town vote to establish a Belmont High School Building Committee for the purpose of renovation and/or new construction of the high school; to authorize the appointment of a High School Building Committee to oversee the feasibility study, design, construction and perform other required activities of said project in accordance with the Massachusetts School Building Authority (MSBA) approval process. *(Majority Vote)*

Voted on June 18, 1970

Minuteman Tech

Revised on 11/20/73

Amendment #1
Modifying Budget Year

2/20/79

Amendment #2
Admission of New Towns

10/7/80

Amendment #3
*Term of Office of
Committee Members*

POLICY:

CATEGORY: SCHOOL COMMITTEE

FILE NUMBER:

2.10

TOPICS

DISTRICT AGREEMENT

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 Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, and Weston and, in accordance with the provisions of Section VIII, such of the Towns of Bolton, Dover, Lancaster, and Needham as shall accept its provisions, hereinafter sometimes referred to as member towns. (Amendment #2-2/20/79). 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 1 (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.

The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term, as may be necessary to retain symmetry of terms on the Committee as a whole. Prior to the date on which the admission of one or more new member towns is to become effective, the Committee shall determine (by lot, if there is more than one such town) the initial term of the member appointed by the moderator of each such town, unless such initial term is specified in this Agreement. In every year in which the term of office of a member expires, the moderators of the respective member towns shall each appoint one member to serve for a term of three years. The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.

Amendment #2-2/20/79

Amendment #3-10/7/80

(D) Vacancies

If a vacancy occurs among the members appointed by the moderator under subsection 1(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 1(C). If a vacancy occurs among the members appointed under subsection 1(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

Annually, on a date specified in the by-laws of the District, 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 Section 16 to 16-1, 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 therefore, 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 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 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 of 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

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 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 towns 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:

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

(H) Apportionment of Costs to New Member Towns

Except as otherwise provided in this subsection, capital costs and operating costs shall be apportioned in accordance with subsections IV(D), (E), and (F) to towns admitted to the District pursuant to the provisions of section VIII. In the first fiscal year in which the admission of a new member town is effective, the town shall pay as its share of the capital costs and operating costs for such fiscal year, an amount equal to what the town would pay if the pupils from the town enrolled in the regional district school were tuition pupils. After the first fiscal year in which the admission of a new member town is effective, the town's share of capital costs and operating costs shall be determined in accordance with section IV of this Agreement except that such share shall not include any capital costs on account of the bonds issued by the district dated March 1, 1973 and March 1, 1974. However, commencing in the second fiscal year in which such town is a member and continuing through the eleventh such fiscal year, in lieu of such capital costs and as partial reimbursement to the other member towns for their payment of capital costs on account of the original regional district school building, such town shall pay as part of its share of capital costs an annual surcharge of \$400 per pupil enrolled from such town in the regional district school on October 1 of the next preceding fiscal year. If on such October 1, there is an enrollment of less than five pupils from such town in the regional district school, such member town shall be deemed to have an enrollment of five pupils in the regional district school. The Committee shall determine the amount necessary to meet the annual operating and maintenance budget and shall allocate such amount among the member towns without taking such surcharge into account. After making such allocation, the Committee shall apply the amount of such surcharge to reduce the shares of capital and operating costs of the member towns which are not then required to pay such surcharge, in the same proportion as capital costs are allocable among such towns pursuant to Section IV of this Agreement. For the purposes of Section IX of this Agreement, if a new member town shall withdraw from the District prior to the twelfth year of its membership, such surcharge shall be deemed to be part of the town's share of the indebtedness of the District outstanding at the time of its withdrawal. **(Amendment #2-2/20/79)**

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 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 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, 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 service
8. Debt retirement and debt service
9. Programs with other districts and private schools

(Amendment - #1 - - 11/20/73)

(C) Final Operating and Maintenance Budget

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 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 town shall be certified by the district treasurer to the treasurer of such member town within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such town shall, at the next annual town meeting, appropriate the amounts so certified. **(Amendment #1 -- 11/20/73)**

If the amount necessary to meet the annual operating and maintenance budget for a fiscal year in which the admission of one or more new member towns becomes or is to become effective, shall have been determined and apportioned without regard to the payments to be received from any such member town as its share of the capital and operating costs of the District, the Committee may reopen the budget, may re-determine the amounts necessary to meet the budget taking account of such payments, and may reapportion such amounts among the other member towns in accordance with the provisions of Section IV; provided, however, that the shares of such amounts reapportioned to the member towns (other than such new member towns) shall be less than the amounts previously apportioned to such towns. **(Amendment #2 -- 2/20/79)**

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.

During the first fiscal year in which the admission pursuant to Section VIII of a new member town is effective, such town shall be responsible for providing school transportation for pupils from the town enrolled in the regional district school and for paying the costs of such transportation.

(Amendment #2 -- 2/20/79)

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 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 DC), 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. The effective date for the admission of each such new member town shall be the July I following the adoption by the District of such an amendment and the acceptance by the town of this Agreement as so amended. 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.

(Amendment #2-2/20/79)

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 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, 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 sub-section 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 FV(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 work 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, 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.

NOTE ON EFFECTIVE DATE OF AMENDMENT NO. 2

Amendment No. 2 to the Agreement, proposed by vote of the Committee adopted on February 20, 1979, shall take effect upon its acceptance by the member towns and upon the acceptance of the Agreement, as heretofore amended and as further amended by this Amendment No. 2, on or before June 30, 1981 by any one or more of the Towns of Bolton, Dover, Lancaster and Needham; provided, however, that the admission of any such town shall not be effective prior to July 1, 1980.

MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

Amendment No.1 to Minuteman Regional Vocational Technical School District Agreement

Certificate of the Secretary

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of the Minuteman Regional Vocational Technical School District, Massachusetts, and that, as such, I keep and have custody of the records of the meetings of the Minuteman Regional Vocational Technical School District Committee. I further certify that, at a regular meeting of the said Committee duly called and held on Tuesday, November 20, 1973, attended by 9 of the twelve (12) members of said Committee, constituting a quorum, the following vote was adopted pursuant to Chapter 1025 of the Acts of 1973 by the vote of 9 (nine) members voting in the affirmative and 0 (zero) members voting in the negative.

WHEREAS, the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland and Weston established a regional school district under the provisions of Chapter 71 of the General Laws of Massachusetts, as amended, known as Minuteman Regional Vocational Technical School District, and for that purpose entered into an agreement entitled "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District" (hereinafter called the "Agreement"); and

WHEREAS, Chapter 1025 of the Acts of 1973 of The Commonwealth of Massachusetts authorizes any regional district school committee without regard to the amendment procedure in its regional school district agreement to amend such agreement for the purpose of changing the various dates set forth therein for the adoption of an annual budget, including a tentative annual budget, and for certification by the regional school district treasurer to the treasurer of each member town of the amounts of such budget apportioned to that town and making technical changes to carry out the provisions of clause (m) of section 16 and section 16B of Chapter 71 of the General Laws as amended by sections 1 and 2 of said Chapter 1025;

NOW THEREFORE, pursuant to said Chapter 1025, to amend the Agreement as follows, viz.:

Amend Section subsection (B) entitled Tentative Operating and Maintenance Budget and subsection (C) entitled Final Operating and Maintenance Budget, by deleting said two subsections in their entirety and substituting therefor the following new subsections (B) and (C):

(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 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, 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

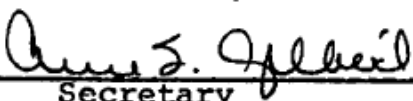
(C) Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget 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 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 town shall be certified by the district treasurer to the treasurer of such member town within thirty days from the date on which the annual operating and maintenance budget is adopted by the Committee, and each such town shall, at the next annual town meeting, appropriate the amounts so certified.

FURTHER VOTED: This amendment shall take effect immediately.

I further certify that the foregoing vote has not been amended or rescinded and remains in full force and effect.

WITNESS my hand and the seal of said district this 20th day of November, 1973.


Secretary

(DISTRICT SEAL)



CHRISTINE M. CALLAHAN, CMC
TOWN CLERK

OFFICE OF THE TOWN CLERK
TOWN OF ARLINGTON
MASSACHUSETTS

TOWN HALL
OFFICE HOURS
9 AM TO 5 PM
—
TELEPHONE
781-643-6700

AMENDMENT #2

ARTICLE 70. ADMISSION OF NEW MEMBERS TO THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

VOTED: (Unanimously) That the Town does hereby accept an amendment to the agreement establishing the Minuteman Regional Vocational Technical School District ("Minuteman") as proposed by vote of the Minuteman School Committee adopted on February 20, 1979; said amendment providing for the admission of new member towns generally, and the towns of Bolton, Dover, Lancaster, and Needham specifically; said amendment further specifying (a) that any new member town will have one member of the School Committee appointed by the Moderator of the town for a three year term, or for a shorter initial term in order to retain the symmetry of terms on the Minuteman School Committee as a whole; (b) that for the first year of its membership a new town will contribute as its entire share of the operating costs and capital costs of Minuteman for such year an amount equal to what it would pay if the students from the new town were tuition students, and the new member town will also be responsible for all the transportation costs of those students. After first year of membership a new town will pay its share of operating costs and capital costs apportioned in accordance with Section IV of the agreement, except that such new member town shall not pay any capital costs in accordance with Section IV on account of debt service on Minuteman's bonds dated March 1, 1973, and March 1, 1974, but in lieu thereof and as partial reimbursement to the members of Minuteman for their payments of capital costs on Minuteman's original school building, each new member town will pay to Minuteman for a period of ten years, commencing with the second year of the new town's membership and ending on the eleventh year of such membership, an annual surcharge of \$400 per pupil enrolled on October 1st of the prior year; and (c) that the effective date for the admission of a new member town will be July 1st following its acceptance of the amended Minuteman agreement and the acceptance by each of the existing member towns of the amendment admitting the new town; said amendment further providing for the admission of such of the Towns of Bolton, Dover, Lancaster, and Needham as accept and for their admission not earlier than July 1, 1980, in accordance with the Minuteman agreement amended as described above.

A true copy of the vote under Article 70 of the
Warrant for the Annual Town Meeting of the
Town of Arlington at the adjourned session held
May 28, 1980.

ATTEST: *Christine M. Callahan*



CHRISTINE M. CALLAHAN, CMC

TOWN CLERK

OFFICE OF THE TOWN CLERK
TOWN OF ARLINGTON
MASSACHUSETTS

TOWN HALL
OFFICE HOURS
9 AM TO 5 PM
—
TELEPHONE
781-643-6700

ARTICLE 72. AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE MINUTEMAN
REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

VOTED: (Unanimously) Amendment No. 3 to the agreement establishing the Minuteman Regional Vocational Technical School District

The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District" as heretofore ended (the "Agreement") is hereby further amended as follows:

A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:

The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term as may be necessary to retain symmetry of terms on the Committee as a whole.

B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:

The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.

C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:

E. Annually, on a date specified in the by-laws of the District, the Committee shall organize and choose by ballot a chairman and a vice-chairman from among its own membership.

D. Transition and Effective Date of Amendment No. 3. Amendment No.3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all the member towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3,

A true copy of the vote under Article 72 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held March 21, 1981.

ATTEST: *Christine M Callahan*

**AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE
MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT**

The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District", as heretofore amended (the "Agreement") is hereby further amended as follows:

A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:

The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, measured from July 1 next preceding such date, or for such shorter term, measured from such July 1, as may be necessary to retain symmetry of terms on the Committee as a whole.

B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:

The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.

C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:

(E) Annually, on a date specified in the by-laws of the District, the Committee shall organize and choose by ballot a chairman and a vice-chairman from among its own membership.

D. Transition and Effective Date of Amendment No. 3. Amendment No. 3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all members towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3.

Amended: 1973, 1979, 1980, 2013

DRAFT 12/21/15

2014 changes = underline

2015 changes = **bold**

REGIONAL AGREEMENT

Voted on June 8, 1970 **Minuteman Tech**

Revised on 11/20/73 2/20/79 10/7/80

Amendment #1 **Amendment #2** **Amendment #3**

Modifying Budget Year *Admission of New Towns* *Term of Office of
Committee Members*

POLICY: **CATEGORY: SCHOOL COMMITTEE FILE NUMBER:** **2.10**

TOPICS **DISTRICT AGREEMENT**

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 Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, and Weston, ~~and, in accordance with the provisions of Section VIII, such of the Towns of Bolton, Dover, Lancaster, and Needham as shall accept its provisions,~~ hereinafter sometimes referred to as member towns. ~~(Amendment #2 2/20/79).~~ 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).

(B) Initial Committee

The existing Committee will continue to function as such until July 1, _____. At any time following the approval of this Revised Agreement by the member communities and by the Commissioner of Education, the Moderator (or Mayor) of each member community shall appoint an individual to serve as a member of the Regional School Committee. These "Initial Committee" appointees will take office on July 1, _____, and the length of their initial terms shall be as follows:

- ~~1. Initial three year term: Arlington, Acton, Wayland, Bolton, and Stow.~~
- ~~2. Initial two year term: Lexington, Weston, Dover, Carlisle, and Concord.~~
- ~~3. Initial one year term: Needham, Belmont, Sudbury, Lancaster, Lincoln, and Boxborough.~~

(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 vote, 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.

(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 1 (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.~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term, as may be necessary to retain symmetry of terms on the Committee as a whole. Prior to the date on which the admission of one or more new member towns is to become effective, the Committee shall determine (by lot, if there is more than one such town) the initial term of the member appointed by the moderator of each such town, unless such initial term is specified in this Agreement. In every year in which the term of office of a member expires, the moderators of the respective member towns shall each appoint one member to serve for a term of three years. The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~**Amendment #2-2/20/79**~~ **Amendment #3-10/7/80**

~~**(D) — Vacancies**~~

~~If a vacancy occurs among the members appointed by the moderator under subsection 1(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 1(C). If a vacancy occurs among the members appointed under subsection 1(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**~~

~~Annually, on a date specified in the by laws of the District, 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 Section 16 to 16-1, 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 also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communitiestowns 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,** ~~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 ~~communities~~~~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, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation ~~of~~ 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 ~~member~~ towns which were members of the District as of June 30, 2016~~2014~~ 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 fewer~~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 enrolled in courses or programs"~~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.~~

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 **one (1) pupil** ~~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 **one (1) pupil** ~~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 **one (1) pupil** ~~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.

~~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 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's community's share of such special operating costs shall be apportioned by identifying each member's 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.

~~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 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 towns 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(B)V(C)~~, of the capital and operating costs. ~~Except as otherwise provided in subsection V(A) or in Section XI, t~~he annual share of each member ~~town~~ 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 Member~~s-Towns~~

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).

~~Except as otherwise provided in this subsection, capital costs and operating costs shall be apportioned in accordance with subsections IV(D), (E), and (F) to towns admitted to the~~

~~District pursuant to the provisions of section VIII. In the first fiscal year in which the admission of a new member town is effective, the town shall pay as its share of the capital costs and operating costs for such fiscal year, an amount equal to what the town would pay if the pupils from the town enrolled in the regional district school were tuition pupils. After the first fiscal year in which the admission of a new member town is effective, the town's share of capital costs and operating costs shall be determined in accordance with section IV of this Agreement except that such share shall not include any capital costs on account of the bonds issued by the district dated March 1, 1973 and March 1, 1974. However, commencing in the second fiscal year in which such town is a member and continuing through the eleventh such fiscal year, in lieu of such capital costs and as partial reimbursement to the other member towns for their payment of capital costs on account of the original regional district school building, such town shall pay as part of its share of capital costs an annual surcharge of \$400 per pupil enrolled from such town in the regional district school on October 1 of the next preceding fiscal year. If on such October 1, there is an enrollment of less than five pupils from such town in the regional district school, such member town shall be deemed to have an enrollment of five pupils in the regional district school. The Committee shall determine the amount necessary to meet the annual operating and maintenance budget and shall allocate such amount among the member towns without taking such surcharge into account. After making such allocation, the Committee shall apply the amount of such surcharge to reduce the shares of capital and operating costs of the member towns which are not then required to pay such surcharge, in the same proportion as capital costs are allocable among such towns pursuant to Section IV of this Agreement. For the purposes of Section IX of this Agreement, if a new member town shall withdraw from the District prior to the twelfth year of its membership, such surcharge shall be deemed to be part of the town's share of the indebtedness of the District outstanding at the time of its withdrawal.~~ **(Amendment #2-2/20/79)**

(I) Incurring of Debt

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. cChapter 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) ~~it~~ **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 **residents 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) 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 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)~~(A) **Tentative Operating and Maintenance Budget**

~~Thereafter, t~~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 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, 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 service~~
 - ~~8. Debt retirement and debt service~~
 - ~~9. Programs with other districts and private schools~~
- ~~(Amendment #1 — 11/20/73)~~

~~(C)~~(B) **Final Operating and Maintenance Budget**

After conducting a public hearing consistent with G.L. cChapter 71, section 38M, TThe 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 communitytown shall be certified by the district treasurer to the treasurer of such member communitytown within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such communitytown 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. (Amendment #1 -- 11/20/73)

~~If the amount necessary to meet the annual operating and maintenance budget for a fiscal year in which the admission of one or more new member towns becomes or is to become effective, shall have been determined and apportioned without regard to the payments to be received from any such member town as its share of the capital and operating costs of the District, the Committee may reopen the budget, may re-determine the amounts necessary to meet the budget taking account of such payments, and may reapportion such amounts among the other member towns in accordance with the provisions of Section IV; provided, however, that the shares of such amounts reapportioned to the member towns (other than such new member towns) shall be less than the amounts previously apportioned to such towns. (Amendment #2 -- 2/20/79)~~

SECTION VI TRANSPORTATION

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

~~During the first fiscal year in which the admission pursuant to Section VIII of a new member town is effective, such town shall be responsible for providing school transportation for pupils from the town enrolled in the regional district school and for paying the costs of such transportation. (Amendment #2 -- 2/20/79)~~

SECTION VII AMENDMENTS

(A) Limitation

This ~~A~~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~~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 ~~community~~town (which shall be acted upon as provided in Section ~~DCIX~~), 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, majority of all members of the Committee 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~~or~~ by a petition signed by at least 10 per cent of the registered voters of any one of the member ~~communities~~towns. In the latter case, said petition shall contain at the end thereof a certification by the Municipal~~Town~~ Clerk of such member ~~community~~town as to the number of registered voters in said ~~community~~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 ~~community~~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, or City Council, of each of the member ~~communitiestowns~~ 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 ~~s~~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 three-fourths (3/4)~~ of the member ~~communitiestowns~~, acceptance by each ~~communitytown~~ 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 as aforesaid, and after approval by the Commissioner-

(C) Approval by Commissioner

All amendments to this Agreement are subject to the approval of the Commissioner, ~~of Elementary and Secondary Education (hereinafter, the "Commissioner")~~.

SECTION VIII ADMISSION OF NEW COMMUNITIESTOWNS

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other ~~community or communitiestown or towns~~ may be admitted to the regional school district. The effective date for the admission of each such new member ~~town~~ shall be the July 1 following the adoption by the District of such an amendment, and the acceptance by all of the existing members, and the approval by the Commissioner ~~town~~ of this Agreement as so amended. 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.
~~(Amendment #2-2/20/79)~~

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 ~~2/3~~ 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.

~~(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 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, 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 sub-section IV(D) or as may be otherwise provided in the amendment providing for such withdrawal.~~

SECTION X TUITION STUDENTS

(A) The Committee may accept for enrollment in the regional district school pupils from ~~communitiestowns~~ other than member ~~communitiestowns~~ 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~~~~subsection FV(E)~~ to the member ~~communitiestowns~~, 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.

~~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 work 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 ~~A~~greement shall be submitted for approval pursuant to the applicable provisions of ~~Section 15 of c~~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, 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.~~

~~NOTE ON EFFECTIVE DATE OF AMENDMENT NO. 2~~

~~Amendment No. 2 to the Agreement, proposed by vote of the Committee adopted on February 20, 1979, shall take effect upon its acceptance by the member towns and upon the acceptance of the Agreement, as heretofore amended and as further amended by this Amendment No. 2, on or before June 30, 1981 by any one or more of the Towns of Bolton, Dover, Lancaster and Needham; provided, however, that the admission of any such town shall not be effective prior to July 1, 1980.~~

~~MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~

~~Amendment No.1 to Minuteman Regional Vocational Technical School District Agreement~~

~~Certificate of the Secretary~~

~~I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of the Minuteman Regional Vocational Technical School District, Massachusetts, and that, as such, I keep and have custody of the records of the meetings of the Minuteman Regional Vocational Technical School District Committee. I further certify that, at a regular meeting of the said Committee duly called and held on Tuesday, November 20, 1973, attended by 9 of the twelve (12) members of said Committee, constituting a quorum, the following vote was adopted pursuant to Chapter 1025 of the Acts of 1973 by the vote of 9 (nine) members voting in the affirmative and 0 (zero) members voting in the negative.~~

~~WHEREAS, the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland and Weston established a regional school district under the provisions of Chapter 71 of the General Laws of Massachusetts, as amended, known as Minuteman Regional Vocational Technical School District, and for that purpose entered into an agreement entitled "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District" (hereinafter called the "Agreement"); _____ and~~

~~WHEREAS, Chapter 1025 of the Acts of 1973 of The Commonwealth of Massachusetts authorizes any regional district school committee without regard to the amendment procedure in its regional school district agreement to amend such agreement for the purpose of changing the various dates set forth therein for the adoption of an annual budget, including a tentative annual budget, and for certification by the regional school district treasurer to the treasurer of each member town of the amounts of such budget apportioned to that town and making technical changes to carry out the provisions of clause (m) of section 16 and section 16B of Chapter 71 of the General Laws as amended by sections 1 and 2 of said Chapter 1025;~~

~~NOW THEREFORE, pursuant to said Chapter 1025, to amend the Agreement as follows, viz.:~~

~~Amend Section subsection (B) entitled Tentative Operating and Maintenance Budget and subsection (C) entitled¹ Final Operating and Maintenance Budget, by deleting said two subsections in their entirety and substituting therefor the following new subsections (B) and (C):~~

~~(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~~



CHRISTINE M. CALLAHAN, CMG
TOWN CLERK

OFFICE OF THE TOWN CLERK
TOWN OF ARLINGTON
MASSACHUSETTS

TOWN HALL
OFFICE HOURS
9 AM TO 5 PM

TELEPHONE
781-643-6700

AMENDMENT #2

~~ARTICLE 70. — ADMISSION OF NEW MEMBERS TO THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~

~~VOTED: (Unanimously) That the Town does hereby accept an amendment to the agreement establishing the Minuteman Regional Vocational Technical School District ("Minuteman") as proposed by vote of the Minuteman School Committee adopted on February 20, 1979; said amendment providing for the admission of new member towns generally, and the towns of Bolton, Dover, Lancaster, and Needham specifically; said amendment further specifying (a) that any new member town will have one member of the School Committee appointed by the Moderator of the town for a three year term, or for a shorter initial term in order to retain the symmetry of terms on the Minuteman School Committee as a whole; (b) that for the first year of its membership a new town will contribute as its entire share of the operating costs and capital costs of Minuteman for such year an amount equal to what it would pay if the students from the new town were tuition students, and the new member town will also be responsible for all the transportation costs of those students. After first year of membership a new town will pay its share of operating costs and capital costs apportioned in accordance with Section IV of the agreement, except that such new member town shall not pay any capital costs in accordance with Section IV on account of debt service on Minuteman's bonds dated March 1, 1973, and March 1, 1974, but in lieu thereof and as partial reimbursement to the members of Minuteman for their payments of capital costs on Minuteman's original school building, each new member town will pay to Minuteman for a period of ten years, commencing with the second year of the new town's membership and ending on the eleventh year of such membership, an annual surcharge of \$400 per pupil enrolled on October 1st of the prior year; and (c) that the effective date for the admission of a new member town will be July 1st following its acceptance of the amended Minuteman agreement and the acceptance by each of the existing member towns of the amendment admitting the new town; said amendment further providing for the admission of such of the Towns of Bolton, Dover, Lancaster, and Needham as accept and for their admission not earlier than July 1, 1980, in accordance with the Minuteman agreement amended as described above.~~

~~A true copy of the vote under Article 70 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held May 28, 1980.~~

ATTEST:

Christine M Callahan



CHRISTINE M. CALLAHAN, CMG

TOWN CLERK

OFFICE OF THE TOWN CLERK
TOWN OF ARLINGTON
MASSACHUSETTS

TOWN HALL
OFFICE HOURS
9 AM TO 5 PM

TELEPHONE
781-643-6700

~~769533v1747745v1~~ARTICLE 72. ——— AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

~~VOTED: (Unanimously) Amendment No. 3 to the agreement establishing the Minuteman Regional Vocational Technical School District~~

~~The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District" as heretofore a ended (the "Agreement") is hereby further amended as follows:~~

~~A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term as may be necessary to retain symmetry of terms on the Committee as a whole.~~

~~B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:~~

~~The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:~~

~~E. Annually, on a date specified in the by-laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~D. Transition and Effective Date of Amendment No. 3. Amendment No.3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all the member towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3,~~

~~A true copy of the vote under Article 72 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held March 21, 1981.~~ ATTEST:

Christina M Callahan

AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

~~The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District", as heretofore amended (the "Agreement") is hereby further amended as follows:~~

~~A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, measured from July 1 next preceding such date, or for such shorter term, measured from such July 1, as may be necessary to retain symmetry of terms on the Committee as a whole.~~

~~B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:~~

~~The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:~~

~~(E) Annually, on a date specified in the by laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~D. Transition and Effective Date of Amendment No. 3. Amendment No. 3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all members towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3.~~

**Minuteman Regional Vocational Technical School District
Proposed Amendment to the Regional Agreement
Information for Participants at Upcoming Special Town Meetings
January 12, 2016**

This Article would approve revision of the Minuteman Regional Vocational Technical School District Agreement. Ratification of the revised Agreement requires Town Meeting approval in all sixteen (16) member communities.

The revision is part of an effort to advance a major capital project for Minuteman High School in coordination with the Massachusetts School Building Authority (MSBA). The current MSBA timeline requires the District to secure necessary approvals for its share of capital borrowing by June 30, 2016.

The current facility, built in the early 1970's, has serious building systems and capital maintenance issues, does not meet current code and architectural standards, and cannot optimally support Minuteman's vocational-technical education programs.

The changes in the revised agreement are intended to improve governance and cost sharing and facilitate realignment of the district, including allowing some communities to withdraw from membership, before a decision has to be made on bonding the Capital Project, which will require assent of all member towns or a district-wide referendum

The recommended changes to the District Agreement have been requested by the Minuteman School Committee based on the work of a study committee and substantial input from town officials and other stakeholders. A similar proposal was approved by ten towns in 2014, but did not receive all sixteen necessary approvals. Because this revision has some improvements from the 2014 language, a second vote is required.

Principal features of the revised Regional Agreement include:

1. A new formula for sharing capital costs among member communities. The new formula includes factors for each community's enrollment at Minuteman, relative community ability to pay, and a minimum share for each community. The current formula attributes a five-student minimum to low-enrolling communities but otherwise is based on enrollment only. The new formula would employ a one-student per year minimum and help retain as members those communities that have typically sent the fewest students to Minuteman.
2. Reducing volatility in assessments by using a four year rolling average for enrollment based charges, which are currently established by the previous year only.
3. Weighted voting on the Minuteman School Committee with 50% of vote strength shared equally among members and 50% based on each community's 4-year rolling average enrollment. The present agreement provides for one vote per town, even though some towns have much larger numbers of students at Minuteman and, even

under the new agreement, will continue to carry a higher percentage of the costs. The new Agreement calls for weighted voting in most cases. Exceptions include votes to incur debt, which require approval by 2/3 of all School Committee members regardless of enrollment.

4. Appointment of Minuteman School Committee members by the boards of selectmen of the member town (or the mayor, in the case of a city), unless the town provides otherwise by bylaw or charter. It is hoped that moving to executive branch appointments, instead of moderators' appointments, will improve accountability of the District to the member communities. Towns wishing to retain the moderator's appointing authority may do so by bylaw/charter.
5. A more workable process for communities to withdraw from the district. The revised agreement provides several, mostly low-enrolling, communities the option to withdraw as part of the ratification process. Going forward, a member town could withdraw from the District by town meeting vote on reasonable notice, subject to an obligation to pay its share of outstanding capital, and with approval from the State Education Commissioner, unless at least half of the other members' legislative bodies vote to disapprove. The current agreement requires an affirmative vote by every member town to allow a community to withdraw.

Revision to the Regional Agreement is seen as critical to the Capital Project effort.

If the Capital Project is not approved, the District will face difficult challenges operating and maintaining its existing facility. All member communities will share those costs, which without MSBA assistance may be higher than the cost to build a new school.

Minuteman is an important option for our students who either seek or will be better served by vocational education. The new agreement is intended to help assure that opportunity.

Additional information, including copies of the current agreement, proposed agreement, and text and summaries of the changes, are posted on the Minuteman website, <http://www.minuteman.org/site/default.aspx?PageID=196>

This document, with minor edits, was compiled by Needham Selectman Dan Matthews to assist town meeting participants in Minuteman's 16 member communities in voting on the new Regional Agreement endorsed by the Minuteman School Committee on December 21, 2015. Mr. Matthews served as a member of the Regional Agreement Amendment Subcommittee, the Regional Agreement Advocacy Group, and a working group that met during the fall of 2015 to further refine the Regional Agreement. Minuteman gratefully acknowledges Mr. Matthews' work and the work of his colleagues in this important effort.

1/12/2016 10:23:36 AM

Summary of the Proposed Changes to the Minuteman Regional Agreement **COMPILED BY JACK WEIS**

Provision	Existing Agreement	New Agreement
Operating Cost Apportionment	Percentage of prior-year enrollment	Percentage of average four-year enrollment
Capital Cost Apportionment	Percentage of prior-year enrollment (deemed 5-student minimum enrollment)	<p>Three-part formula:</p> <ul style="list-style-type: none"> • 1% assessment to all towns (16% total) • 50% based on average four-year enrollment (w/ 1-student minimum) • Remainder (34%) based on wealth-weighted utilization. Wealth measured by "combined effort" (property value and household income). Utilization based on percentage of town's students enrolled at Minuteman.
School Committee Voting	One vote per town; all votes equal	Weighted voting with half the weight based on an equal vote for all towns and half based on average four-year enrollment.
Capital Cost Obligations for Non-Member Communities	NONE	To the extent allowed by State law or regulation, non-member communities assessed a capital facilities fee equal to at least the average member-town fee. Can only be overridden by two-thirds weighted vote of School Committee.
Debt Issuance	Not addressed, so subject to two options currently permitted by State law: <ul style="list-style-type: none"> • Majority approval by all 16 member-town Town Meetings (Section 16 (d)) • Majority vote of member-town citizens (Section 16 (n)) 	<p>Same two options, with the following conditions:</p> <ul style="list-style-type: none"> • Minuteman will commit to use Section 16 (d) initially • If Minuteman opts to use Section 16 (n), communities who rejected debt under Section 16 (d) given option to withdraw from District • If withdrawal from District denied, community not obligated to pay for that approved debt
Withdrawal from the District	<ul style="list-style-type: none"> • Withdrawing Town: Majority vote by Town Meeting • Other Member Towns: Approval by Town Meeting of all other towns (no deemed consent) 	<ul style="list-style-type: none"> • Immediate Withdrawal Option: Provides an option, as part of the Agreement itself, for certain towns to immediately leave the District without needing a separate vote by the other District towns • Future Withdrawals, Withdrawing Town: Two-thirds vote by Town Meeting • Future Withdrawals, Other Towns: Approval by a majority of towns (with deemed consent)
Capital Cost Obligations for New Members to the District	<ul style="list-style-type: none"> • Immediately responsible for 100% of capital costs 	<ul style="list-style-type: none"> • Potential four-year phase-in of capital cost allocation, based on School Committee vote



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BOARD OF SELECTMEN

SAMI S. BAGHDADY, Chair
MARK A. PAOLILLO, Vice-Chair
JAMES R. WILLIAMS, Selectman

TOWN ADMINISTRATOR

DAVID J. KALE

ASSISTANT TOWN ADMINISTRATOR

PHYLLIS L. MARSHALL

February 1, 2016

Dear Town Meeting Members:

Enclosed please find updated information for the **Special Town Meeting** scheduled for 7:00 p.m. on **Monday, February 8, 2016** at the Chenery Middle School Auditorium. The attached information is related to the Article "Amendments to the Regional School District Agreement of the Minuteman Regional Vocational School District".

For your additional information, enclosed is the following:

- Summary of proposed changes to the Agreement prepared by Jack Weis, Belmont Representative to the Minuteman School Committee, dated January 26, 2016
- Frequently Asked Questions about the Revised Regional Agreement Minuteman Regional Vocational School District, Monday, January 25, 2016 (prepared by Minuteman)
- Special Town Meetings Calendar
- Five Year Projected Revenue Plan and Assessments prepared by Minuteman

Additional information can be found on the Minuteman High School web page. Please go: <http://minuteman.org/Page/196>

Please be reminded that the Warrant and any additional information can be found in the Town Meeting section of the Town Clerk's web page at www.Belmont-ma.gov.

Sincerely,

Sami S. Baghdady, Chair
Mark A. Paolillo, Vice-Chair
James R. Williams, Selectman

BOARD OF SELECTMEN

Enclosures

Summary of the Proposed Changes to the Minuteman Regional Agreement

Provision	Existing Agreement	New Agreement
Operating Cost Apportionment	Percentage of prior-year enrollment	Percentage of average four-year enrollment
Capital Cost Apportionment	Percentage of prior-year enrollment (deemed 5-student minimum enrollment)	Three-part formula: <ul style="list-style-type: none"> • 1% assessment to all towns (16% total) • 50% based on average four-year enrollment (w/ 1-student minimum) • Remainder (34%) based on wealth-weighted utilization. Wealth measured by “combined effort” (property value and household income). Utilization based on percentage of town’s students enrolled at Minuteman.
School Committee Voting	One vote per town; all votes equal	Weighted voting with half the weight based on an equal vote for all towns and half based on average four-year enrollment
Capital Cost Obligations for Non-Member Communities	NONE	To the extent allowed by State law or regulation, non-member communities assessed a capital facilities fee equal to at least the average member-town fee. Can only be overridden by two-thirds weighted vote of School Committee.
Debt Issuance	Not addressed, so subject to two options currently permitted by State law: <ul style="list-style-type: none"> • Majority approval by all 16 member-town Town Meetings (Section 16 (d)) • Majority vote of member-town citizens (Section 16 (n)) 	Same two options, with the following conditions: <ul style="list-style-type: none"> • Minuteman will commit to use Section 16 (d) initially • If Minuteman opts to use Section 16 (n), communities who rejected debt under Section 16 (n) given option to withdraw from District • If withdrawal from District denied, community not obligated to pay for that approved debt
Withdrawal from the District	<ul style="list-style-type: none"> • Withdrawing Town: Majority vote by Town Meeting • Other Member Towns: Approval by Town Meeting of all other towns (no deemed consent) 	<ul style="list-style-type: none"> • Immediate Withdrawal Option: Provides an option, as part of the Agreement itself, for certain towns to immediately leave the District without needing a separate vote by the other District towns • Future Withdrawals, Withdrawing Town: Two-thirds vote by Town Meeting • Future Withdrawals, Other Towns: Approval by a majority of towns (with deemed consent)
Capital Cost Obligations for New Members to the District	<ul style="list-style-type: none"> • Immediately responsible for 100% of capital costs 	<ul style="list-style-type: none"> • Potential four-year phase-in of capital cost allocation, based on School Committee vote

Reasons to Support the Proposed Changes to the Minuteman Regional Agreement

Changes that Benefit Belmont

- Using a four-year average enrollment for operating and capital cost allocations smoothes out the year-to-year fluctuations in assessments which result from small changes in the number of Belmont students enrolled in Minuteman.
- Weighted voting within the School Committee increases the chances for greater fiscal discipline since the larger-sending communities, which bear more of the financial cost of School Committee decisions, have more of a say in those decisions.
- Incorporating a provision in the Regional Agreement that capital costs will be assessed to non-member communities at an amount at least equal to the average assessment for member towns (unless a two-thirds weighted vote of the School Committee opts to reduce those fees) increases the chances that non-member communities will pay their fair share towards the costs of the impending new building project.
- Changing the withdrawal provisions from requiring the affirmative approval of the Town Meeting of all the other towns in the District to a deemed consent unless the Town Meetings of one-half of the remaining towns vote to block the withdrawal provides more of an opportunity for Belmont to exit the District in the unlikely event we conclude in the future that is best for our Town and our students.
- The new provisions for future debt issuance give Belmont more local control. Requiring Minuteman to first seek approval from Town Meeting improves the chances that there will be a thorough and vigorous public review and debate rather than a bumper-sticker and slogan campaign. Incorporating an escape clause if a District-wide public election approves debt which Belmont's voters oppose provides a mechanism for that debt not to be crammed down on Belmont.

Other Changes that Improve the Overall District but Don't Directly or Materially Impact Belmont

- A capital allocation formula that is not driven purely by point-in-time enrollment and that incorporates a new flat-fee "cost of membership" component and a new "ability-to-pay" enrollment component is fairer.
- Weighted voting within the School Committee helps ensure that the communities most impacted by School Committee decisions have a greater say in those decisions.
- Lowering the threshold for member towns to withdraw from the District in the future, and the ability to phase-in the obligation for new member towns to pay capital costs, may create some additional incentive for non-member towns to join the District.
- The ability for seven towns to elect to immediately withdraw from the District allows some frustrated and generally smaller-sending communities to exit without being subject to a second vote by all member towns and without the risk of being liable on any new building debt.

Risks and Caveats Associated with Approving the Revised Regional Agreement

- There are factors which could impede Minuteman's ability to assess non-member towns for capital costs in the future. The ability to assess such a fee is subject to DESE approval, and DESE can cap or rescind that approval at any point in time. Non-member communities have threatened to legally challenge DESE's recent decision to allow such assessments. Faced with significant capital cost assessments, non-member communities might seek alternatives other than Minuteman for providing vocational education to their students. That said, DESE is not going to approve an Agreement that restricts its ability over fee-setting and Minuteman and Belmont have all of those same risks regardless of whether the Regional Agreement is approved.
- The terms of the revised Regional Agreement are not effective until the new Agreement is approved by DESE. That approval is currently not expected to be received prior to Minuteman requesting permission later this spring to issue debt for the new building. Therefore, the procedures by which Minuteman could obtain that approval and the obligation for the remaining towns in the District to abide by that debt approval would both be governed under the terms of the current Regional Agreement, not the amended Agreement. Consequently, a simple majority vote of the School Committee is all that would be required to request borrowing authority from the towns and to elect to make that request through a general District-wide election. Additionally, School Committee members and residents of the withdrawing towns would be able to participate in the decision to authorize the borrowing even though they would not be liable under the new debt. There would also be no escape clause for communities whose citizens voted against the debt in a general election. However, these processes and procedures are essentially no different than those that would govern the debt authorization process if the revised Agreement is rejected.
- The approval of the new Regional Agreement does not impact the size of the current proposed new school building project even if the seven potentially withdrawing towns all elect to leave the District. This could increase Belmont's financial exposure for the cost of any borrowing for a new school building project, particularly if Minuteman is unable to collect capital facility fees from non-member towns towards any building-related debt service.
- If the new building debt is approved while Belmont is a member of the District, Belmont will be liable for its share of that debt (under the revised capital cost allocation formula) even if Belmont should opt to leave the District in the future. However, given the number of students that Belmont traditionally sends to Minuteman and the physical proximity of Minuteman compared to other vocational schools, it seems likely that Belmont will want to remain a member of Minuteman for the foreseeable future.
- There is no prohibition on member towns withdrawing from the District and then turning around and sending their students back to Minuteman on a non-member basis at a lower tuition cost and a potentially lower capital cost. However, the requirement that non-member communities pay a capital facilities fee equal to the average fee for member towns helps reduce some of the financial benefit of withdrawing.

**Frequently Asked Questions about the Revised Regional Agreement
Minuteman Regional Vocational Technical School District
Monday, January 25, 2016**

Question #1: What's a Regional Agreement?

A Regional Agreement – also known as a District Agreement or Regional District Agreement – is the document that establishes a Massachusetts regional vocational-technical school district and outlines how the District will be governed.

Question #2: What's the history of the Minuteman Regional Agreement?

The original Agreement creating the Minuteman Regional Vocational Technical School District was passed in 1970. That Agreement has been amended three times since: in 1973, 1979, and 1980. In 2013, there was another attempt to revise the Agreement. A revised Agreement was endorsed by the Minuteman School Committee in the spring of 2014 and sent to the member towns for ratification. However, that effort failed when one town rejected the proposal. (All 16 members must vote “yes” in order to revise the Regional Agreement.)

Question #3: What Regional Agreement is Minuteman currently working under?

The Minuteman Regional Agreement was last revised in 1980. Minuteman continues to operate under the terms of that 1980 Agreement.

Question #4: Where do the latest revisions come from?

The package being presented to Town Meetings in January and February of 2016 is the culmination of *years of work* by town officials and other stakeholders in the Minuteman District. The latest version of the Agreement is the result of meetings by a working group of selectmen representing each of the 16 member towns. The latest version, approved December 21, 2015, by the Minuteman School Committee, builds on the revisions proposed to area Town Meetings in early 2014.

Question #5: The March 11, 2014 version of the Regional Agreement was passed by most – but not all – of the towns in the Minuteman District. What's the difference between that version and the December 21, 2015 version being presented to us now?

Simply put, the new Agreement streamlines the process for withdrawal by member towns, eliminates the five-student minimum charged to member towns for capital costs, and requires out-of-district communities to pay an equitable share of any capital costs associated with a Massachusetts School Building Authority (MSBA) project. For a more detailed review of the changes, please visit the Minuteman website: www.minuteman.org. See the link titled “The Regional Agreement and Proposed Amendments.”

Question #6: How many towns must approve changes in the Regional Agreement?

Changes in the Minuteman Regional Agreement require the approval of every member town. That means that Town Meetings in all 16 towns must vote “yes”.

Question #7: What makes you think these revisions will be more acceptable to the member towns?

The goal of the Selectmen’s working group that agreed on the latest revisions was to “get to YES” in all 16 communities. This required negotiation and compromise by all parties. These are ***consensus revisions***, recommended by the working group, without any opposition, and approved by the Minuteman School Committee by a unanimous vote for town consideration. The latest changes appear to address the main concerns raised during debate over the 2014 revisions. Further, all 16 towns quickly called Special Town Meetings to consider the changes. This gives great cause for optimism.

Question #8: Is the new Regional Agreement linked to the Minuteman building project?

Technically speaking, there is no link between the Regional Agreement and Minuteman’s plans to build a new school with financial help from the Massachusetts School Building Authority (MSBA). The MSBA is not requiring Minuteman to secure a new Agreement. Practically and politically speaking, however, there is direct link. Several town officials have said they could not support the Minuteman project in their towns until a new Regional Agreement is approved by all 16 towns.

Question #9: Is that why there’s such a sense of urgency?

Yes. The Minuteman building project is certainly a big part of it. The MSBA has given Minuteman only until June 30, 2016, to secure local approval for the building project, which includes bonding.

Question #10: What are some of the key reasons to support the new Agreement?

There are several reasons. Ratification of the Agreement will:

- End years of dispute among member towns over Minuteman governance issues...and create a more unified District
- Help the District proceed with its long-planned, state funded construction project
- Protect a roughly \$45 million reimbursement from MSBA
- Honor the hard work of the selectmen’s working group representing our 16 member towns
- Establish a tone of cooperation among member communities, paving the way for a brighter future for vocational-technical education in the region

- Make it more attractive for other cities or towns to join the District
- Ensure continued educational excellence for Minuteman students

Question #11: How would approving the new Regional Agreement make it more attractive for new member towns (or cities) to join the Minuteman District?

The new Regional Agreement will strengthen Minuteman’s governance structure and quickly clarify District membership (i.e., identify which towns are staying in the District and which ones, if any, are leaving). While a number of communities have expressed interest in possibly joining the Minuteman District, community leaders have also indicated they would be more inclined to join once all of these issues have been resolved.

Question #12: What is the effective date of the new Regional Agreement?

The new Agreement will become effective when it is accepted by all 16 member towns, and approved by the Commissioner of Education. Pursuant to Section VII of the existing agreement, any 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.” Although the existing agreement does not so state, approval by the Commissioner of Education is also required for any amendment to a Regional Agreement, pursuant to 603 CMR 41.03(4) (“The Commissioner shall approve or disapprove a Regional District Agreement, and any subsequent amendments to the Agreement, based on review and recommendation by the Department that the Agreement meets the standards in 603 CMR 41.00 and applicable law.”). Incidentally, one of the changes in the new Regional Agreement is to add a provision to Section VII explicitly stating that amendments require the approval of all member towns and the Commissioner. However, even without that language in the existing agreement, the regulations require it. Thus, the amended Regional Agreement will become effective when it is approved by the Commissioner (because the Commissioner will not approve the Agreement until it has been approved by all 16 towns).

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #13: What would be the effective date for withdrawal if one of the seven towns specifically listed as a declarant town in this Agreement (that is, in Section IX (E) Initial Procedure for Withdrawal in the December 21, 2015 proposal) actually votes to leave under its terms?

July 1, 2017 will be the effective date of withdrawal of any member towns whose town meetings vote to withdraw, assuming approval of the amended Regional Agreement by all 16 member towns and the Commissioner (and assuming that the Commissioner’s approval comes prior to December 31, 2016). This is because 603 CMR 41.03(2)(a) provides that a member may withdraw from a region effective July 1, so long as all requisite approvals (of other member towns and the Commissioner) have been obtained by the preceding December 31.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #14: What's the process for approval by DESE?

Once the agreement is approved at all 16 town meetings, Minuteman will need to submit the final approved copy of the Agreement, along with the certified town meeting votes, to the Commissioner for his approval. The amended Agreement will only be sent to the Commissioner after approval by all of the member towns.

Question #15: I have heard that a town leaving the Minuteman district would need to submit a plan to the Department of Education to provide Chapter 74 education to students in the town who want to pursue that type of education. I have also heard that that a plan would need to be approved before the town's departure from Minuteman can be finalized. Am I correct about that?

Until mid-January, Minuteman had the same understanding. However, DESE's Deputy Commissioner provided the following statement to Minuteman on January 15, 2016: "I'd like to clarify the process for DESE review of a town's proposed withdrawal from a regional vocational school district. The Department's primary role in this situation is to ensure that the withdrawal conforms to the procedural requirements set out in the regional agreement, and to assist the district and the withdrawing town in addressing the various financial and logistical issues that arise from a withdrawal. There is no requirement that a withdrawing town submit a plan on providing alternative access to vocational education. Although we encourage towns to provide or arrange for appropriate vocational education opportunities for their students, there is no legal requirement that they do so. State law (G.L. c74, s.7) already provides a mechanism for students to enroll in out-of-district vocational programs.

This is a different situation than a town seeking to withdraw from a regional academic school district. Every town has a legal obligation to provide an academic course of study for its resident children, either by operating its own school, joining a regional academic school district, or entering into a tuition agreement with another district. Towns seeking to withdraw from a regional academic district would be required to provide a satisfactory plan for meeting this obligation."

Source: Deputy Commissioner Jeffrey Wulfson, Massachusetts Department of Elementary and Secondary Education, January 16, 2016

Question #16: If a town leaves the District, what happens to students from that town currently enrolled at Minuteman?

All student currently enrolled at Minuteman are held harmless and remain students until graduation. While the town remains a member, all students can continue to apply and be accepted. Once the town is no longer a member, Minuteman can make no guarantees.

Question #17: What would the policy be regarding admitting students from communities that leave the district? That is, would it be an option for a departing town to continue to send students to Minuteman on a tuition basis and under what conditions?

Any Intermunicipal Agreements (IMAs) would need to be approved by the Minuteman School Committee. If the district were to agree to allow departing students to apply through an IMA, Minuteman's Superintendent would recommend that the IMA be for a period of three (3) years. Any renewal of an IMA would be subject to space being available in the new school. (Overall capacity has been shrunk to 628 students.) Overall enrollment from member towns (even if several current smaller towns depart) is expected to increase. Some larger non-member communities have expressed interest in exploring the idea of joining the region with a more 'user friendly' Regional Agreement in place. If any new members were to join, this would reduce significantly any room for non-member applicants.

Question #18: Are there any incentives for new cities or towns to join the Minuteman District?

Yes. First, new members would be able to guarantee access at Minuteman High School for students from their communities. Second, the community would gain a seat on the Minuteman School Committee which sets policy for the District.

Question #19: I have a question regarding Section X(B). That section reads: “(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.” Why does this section have an effective date of June 30, 2018?

Because this is expected to be the first fiscal year that the district will bear significant project borrowing costs.

Question #20: I have a second question about Section X(B). The Commissioner consistently sets the tuition at a level lower than the average cost per in-district pupil. If the Commissioner sets a similar low level of tuition in the future, will this section require an annual 2/3's vote by the school committee to allow out-of-district student to attend?

No. State law prohibits a district from charging an operating tuition above the level set by the Commissioner. However there (currently) is no state law prohibiting the District from charging a non-member capital fee (on top of the operating tuition) less than the capital fee set by the Commissioner. The intent of this section is to give the School Committee the

ability to waive a capital fee in certain circumstances. In order to waive the capital fee, it would require a 2/3 vote of the School Committee.

Question #21: Can my town reject the “escape clause” by which those towns leaving the District may avoid paying their share of the capital expense for a new school?

Rejection of all or part of the proposed agreement by any of the 16 member towns will kill the Regional Agreement. Defeat of the Regional Agreement may increase the likelihood that roughly \$45 million committed by the state to the Minuteman high school construction project will be lost to the District. If the Massachusetts School Building Authority (MSBA) project fails, District taxpayers will be required to pay approximately \$100 million for repairs, without any help from the MSBA.

Question #22: What would be the financial impact of the new Regional Agreement on the District as it is currently comprised with 16 towns?

Appendix A of the revised Regional Agreement outlines the financial impact of the revised Capital Assessment model. There is a link on the front page of the Minuteman website that includes information about “The Regional Agreement and Proposed Amendments”, including Appendix A. The Minuteman website may be found at www.minuteman.org.

Question #23: What would be the impact of a new Regional Agreement and seven towns departing on our town’s project capital commitment?

The impact would be minimal on a percentage basis. The range of impact can be determined by reviewing the spreadsheets developed by the District showing projected member assessments for 16 towns and projected member assessments for nine towns. Generally, the overall impact is small given the small enrollment that would be associated with departing towns. Remaining small towns may see a greater per pupil impact.

Question #24: I am a town official in the Minuteman District. Do you have a brief Summary that we could use to explain the revised Regional Agreement on the Town Meeting Warrant?

Yes, we do. It can be found on the Minuteman website: www.minuteman.org.

Question #25: Where could I get more information about the new Regional Agreement?

Go to the “Quick Link” titled “The Regional Agreement and Proposed Amendments” on the main page of the Minuteman website, www.minuteman.org.

Question #26: I am a town official in the Minuteman District. What if I have additional questions?

The Superintendent hosted a breakfast meeting for town officials to talk about the revised Regional Agreement on Thursday, January 21, 2016, at 7:30 a.m. in the Paul Revere Room at Minuteman High School. More than 20 town officials, representing 12 of the District's 16 communities, attended.

Any additional questions may be submitted to the Superintendent.

Question #27: Can "Declarant" towns that vote to withdraw from the District as part of this revised Regional Agreement approval process vote on bonding for the project, either at Town Meetings pursuant to Chapter 71, Section 16(d) or through a districtwide ballot pursuant to Chapter 71, Section 16(n)?

Three things are required for any of the "Declarant" towns to withdraw from the District:

- a) All 16 Town Meetings must approve the new Regional Agreement;
- b) The Declarant town's own Town Meeting must approve its withdrawal; and,
- c) The Commissioner of Education must approve the new Regional Agreement.

Even after all three of the above events have occurred, the withdrawal of a town will not become effective until the July 1 after the first December 31 following the Commissioner of Education's approval. So, assuming that all three required events occur prior to December 31, 2016, the withdrawal of a Declarant town will become effective on July 1, 2017.

Until the effective date of a member town's withdrawal, that town continues to be a member of the District. As a result, the town may participate in the debt approval process under both M.G.L c. 71, § 16(d), which permits "any member town of the regional school district" to vote to disapprove the incurring of debt during the 60-day period immediately following the Regional School Committee's authorization of the debt; or under c. 71, § 16(n), which provides for a district-wide election "in member towns," called by a warrant addressed to the voters "in the member towns," with notice posted and polling places "in each town."

Since § 16(d) only creates a mechanism for member towns to disapprove the incurring of debt, and does not require that any towns affirmatively approve the incurring of debt, if a town's withdrawal is approved as described above, then the withdrawing town – which under the terms of the new Regional Agreement will not be responsible for debt incurred after December 10, 2015 – need not take any action with respect to a School Committee vote to incur debt.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #28: Doesn't the new Regional Agreement require the District to use Chapter 71, Section 16(d) first, that is, give Town Meetings 60-day veto power before going to a District-wide ballot?

Yes. One of the amendments to the existing Regional Agreement included in the proposed new Regional Agreement is the addition of Section IV(I) which, among other things, requires that the Regional School Committee first seek authorization of the incurring of debt under M.G.L. c. 71, § 16(d), before utilizing the district-wide election approach under c. 71, § 16(n). If the new Regional Agreement is approved by all 16 member towns and the Commissioner of Education, it will become effective and this approach will be required for the incurring of debt going forward. However, at this time, the District continues to operate under the existing Regional Agreement, which contains no such provision. Thus, the School Committee is currently not required to first utilize c. 71, § 16(d).

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #29: Can the District add more time to the 60-day window established in Chapter 71, Section 16(d) in which a town could veto the bonding?

Chapter 71, § 16(d) provides that the Regional School Committee may not incur any debt until the expiration of 60 days after the date on which the Committee votes to authorize the debt. Section 16(d) further provides that “before the expiration of this [60 day] period any member town may hold a town meeting for the purpose of expressing disapproval of [the debt authorized by the Committee],” and if any such town meeting, by a majority vote, “disapprov[es] of [the debt authorized by the Committee], the debt shall not be incurred.” Thus, by law, the member towns must be given 60 days during which they may vote to disapprove the incurring of debt, and any such vote during the 60-day period following the School Committee’s vote to authorize the debt will operate to prevent the School Committee from incurring said debt. There is nothing in the statute which gives the School Committee the authority to extend the 60-day period during which disapproval of a member town’s Town Meeting legally prevents the School Committee from incurring the authorized debt.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #30: What happens if a Town Meeting votes to make further amendments to the Regional Agreement during its Special Town Meeting? What is the effect on the approval process? Put another way, if a town further amends the revised Regional Agreement does that equate to a “no” vote by the town?

All sixteen towns must approve the new Regional Agreement as voted by the Regional School Committee in order for the approval process to succeed.

The new Regional Agreement is actually an amendment to the existing Regional Agreement, and so the approval process is governed by Section VII of the existing Agreement. Pursuant to Section VII, the Regional School Committee approves a proposed amendment, and delivers written notice of the proposed amendment to the Boards of Selectmen in each member town, along with a copy of the proposed amendment. Section VII then requires the Selectmen in each member town to include an article in the warrant of the next annual or special town meeting “stating the proposal or the substance thereof.” Section VII further provides that

“such amendment shall take effect upon its acceptance by all the member towns” (although not stated in Section VII, approval of the proposed amendment by the Commissioner of Education is also required).

Thus, under Section VII, the School Committee proposes the amendment, and it is the School Committee’s proposed amendment which must be accepted by the member towns. A Town Meeting which “further amended” the new Regional Agreement in any way would not be voting on the School Committee’s proposed amendment, and thus any vote to accept a “further amended” Agreement would not be an acceptance of the new Regional Agreement.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #31: What should a Town Moderator do if someone at Special Town Meeting wants to propose a further amendment to the revised Regional Agreement approved by the Minuteman School Committee on December 21, 2015?

The proposed warrant article calls for a “yes” or “no” vote on the School Committee’s proposed amendment. It reads:

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.

An attempt by Town Meeting to amend the underlying “restated Regional Agreement” would be outside the scope of the article, which calls only for a vote on the amendments “initiated and approved” by the School Committee on December 21, 2015, and does not contemplate any other action by Town Meeting. Thus, a Town Moderator should not permit any such motion to “further amend” the new Regional Agreement.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #32: Would one or more of the seven “Declarant” towns specifically listed in the revised Regional Agreement be liable for debt if the town votes to withdraw from the District as part of the approval process, all 16 towns ratify the revised Regional Agreement, but the District’s vote to incur debt occurs before the Commissioner of Education gives final approval to the new Regional Agreement?

No. Section IX(E) of the new Regional Agreement states that “no community withdrawing under this Initial Procedure for Withdrawal shall be responsible for District debt incurred after December 10, 2015.” Under the scenario described above, assuming the Commissioner does approve the new Regional Agreement after its approval by all 16 member towns, the new Regional Agreement will become effective, and any town which voted to withdraw from the

District in accordance with Section IX(E) during the approval process will not be liable for debt incurred by the District after December 10, 2015.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #33: What will be the effective date of the new Regional Agreement?

There is no specified date. The new Regional Agreement will become effective upon its approval by all 16 member towns, and approval by the Commissioner of Education. Although it is not explicitly stated in the existing Regional Agreement, the Commissioner's approval is required for any amendment to a Regional Agreement, pursuant to 603 CMR 41.03(4). The Commissioner will not approve the Agreement until it has been approved by all 16 member towns.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #34: If the Regional School Committee utilizes a district-wide election under § 16(n) to seek approval of the incurring of debt, may a member town exercise the option of withdrawal under Section IV(I) of the new Regional Agreement and exempt itself from liability for the debt?

Section IV(I) of the new Regional Agreement is a new provision which is not contained in the existing Regional Agreement. This new provision provides a mechanism for a town to exempt itself from liability for debt approved in a § 16(n) election if a majority of voters in that town voting in the district-wide election vote to disapprove the incurring of debt, and the town sends a notice of withdrawal from the District consistent with Section IX of the Agreement within 60 days of the § 16(n) election. This mechanism is not available to any town unless and until the new Regional Agreement has been approved by all 16 towns and the Commissioner.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

Question #35: In what order should Town Meetings in "Declarant" towns seeking to withdraw pursuant to the Initial Procedure for Withdrawal take up the two articles on the approval of the Regional Agreement and the town's withdrawal from the District?

I recommend that the approval of the new Regional Agreement be voted on first, followed by the withdrawal from the District. The "Declarant" towns will be seeking to withdraw pursuant to the procedure set forth in Section IX(E) of the new Regional Agreement. This is a new provision providing for the one-time opportunity for the 7 listed "Declarant" towns to withdraw through a process which differs significantly from the customary process for withdrawal in the existing agreement. If any of the 16 member towns vote not to approve the new Regional Agreement, none of the "Declarant" towns will be permitted to withdraw, since withdrawal of any "Declarant" town is contingent upon full and final approval of the new Regional Agreement. If the new Regional Agreement is not approved, then the process by which the "Declarants" seek to withdraw will not become effective. For this reason, it is

recommended that towns first approve the new Regional Agreement, which includes the new process under which their vote to withdraw will be taken.

Source: Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

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Article 3 – Main Motion as Revised Per Town Counsel

MOVED:

That the Town vote to establish a Belmont High School Building Committee for the purpose of renovation and/or new construction of the high school; and to authorize the Moderator to appoint a High School Building Committee to oversee the feasibility study, design, construction and perform other required activities of said project in accordance with the Massachusetts School Building Authority (MSBA) approval process.

Amendment to Main Motion - Article 3 Submitted by Maryann Scali, Precinct 2

“Move to amend the main motion by adding the following after the word “process”:

“ , including a new evaluation of site conditions caused by prior use of the property as a dump site”

Redline Motion After Amendment

MOVED:

That the Town vote to establish a Belmont High School Building Committee for the purpose of renovation and/or new construction of the high school; and to authorize the Moderator to appoint a High School Building Committee to oversee the feasibility study, design, construction and perform other required activities of said project in accordance with the Massachusetts School Building Authority (MSBA) approval process, *including a new evaluation of site conditions caused by prior use of the property as a dump site.*

Maryann Scali
19 Prospect Street Belmont
TMM Precinct 2
