



**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**June 18, 2014**

**Approved: July 21, 2014**

**PRESENT:** Vincent Amoroso, Chair; Robert Stemple, Clerk; Susan Bak, Member; Les Fox, Member; and Jim Gorman, Member

**ALSO PRESENT:** Selina Shaw, Town Administrator; Finance Comm. Chair, Dilip Subramanyam; FinCom member, Neal Hesler; Acton-Boxborough Transitional School Comm. member, Maria Neyland; Minuteman School Comm. member, Cheryl Mahoney; Dept. of Elementary & Secondary Education (DESE) Deputy Commissioner, Jeff Wulfson; Minuteman School District Supt., Dr. Edward Bouquillon; Minuteman School District Asst. Supt. of Finance, Kevin Mahoney and Minuteman Regional Agreement Amendment Subcommittee (RAAS) member & Needham Selectman Dan Matthews

The documents discussed herein have been included with the file copy of the agenda packet for the above referenced date and are hereby incorporated by reference.

Chair Amoroso called the meeting to order at 7:32 P.M. in the Grange Meeting Room of Town Hall. Chair Amoroso opened noting that the purpose of this meeting is to discuss the Minuteman Regional Vocational School District and Boxborough's participation in the District. He spoke to the town meeting results as to the proposed amendments to the Minuteman District Agreement within the 16 member towns, and specifically Boxborough's action; the upcoming dissolution of the Boxborough School District and Boxborough's position within the Minuteman School District. Chair Amoroso referred to the questions prepared as a basis for this evening's discussions (incorporated by reference).

The first items discussed were various sections in the current agreement: There was discussion as responsibilities and process if a member town voted to withdraw pursuant to the current Section IX Withdrawal.

Initiation of Withdrawal (IX (A)) - It was noted that the referenced Town Meeting vote to withdraw would be a simple majority, by statute unless specified with an agreement. It is not specified in the existing District Agreement. Supt. Bouquillon and Mr. Matthews addressed the concerns regarding Withdrawal Procedures (IX(B)). Once withdrawal action is approved at town meeting, the clerk of the town seeking to withdraw would send written notice of the town meeting action and the accompanying certification of vote to the Minuteman School Committee. The School Committee would then develop the amendment, which, in turn, would then need to be ratified, at a town meeting, by all of the member towns. There has never been a withdrawal in the history of the Minuteman District but it is assumed that that community's name would simply be removed from the agreement. However, as it has never been done no standard format has been developed by the School Committee for this purpose. There was discussion as to the differences between the existing withdrawal procedures and those under the proposed

amendments. Matthews expanded on these differences and specifics concerning process such as under the existing a majority of the school committee would need to approve an amendment where the proposed language would require 2/3<sup>rd</sup> approval. He suggested that it would be easier and cleaner if Boxborough ratified the proposed amended agreement and then sought withdrawal under the new terms.

There was discussion as to approval by Department of Elementary & Secondary Education (DESE). Chair Amoroso spoke to statements made by Minuteman's District Counsel, Edward Lenox in his letter of March 6, 2014 - *"Under Section IX of the current Agreement, no town can withdraw from the District without the approval of all of the other member towns, as well as the Commissioner of Education."* Deputy Comm. Wulfson noted that DESE regulations require that amendments to any School District's agreement must be approved the Commissioner of Education. It was clarified that terms within an agreement may not run contrary to state statutes or regulations and if silent as to a specific term, as under Section IX, statute/regulation governs that term. It was further noted that M.G.L. Ch. 71, Sect. 14B governs many of these processes. There was discussion as to DESE's timeframe and its mechanism to complete the withdrawal process and provisions for student enrolled during this process. Though DESE has final approval they find that it is most productive if DESE is informed of the intention to amend (i.e. withdrawal) early in the process so they can provide constructive feedback as language is being drafted. This communication would take place between the District and DESE.

Deputy Comm. Wulfson clarified that a community is not required to be part of a Ch. 74 vocational school district nor are there are statutory/regulatory impediments that would prohibit Boxborough from sending students to a vocational school if Boxborough withdraws from Minuteman. Boxborough is however, obligated to pay for and provide access to Chapter 74 vocational education. As Boxborough will no longer have its own school district after July 1<sup>st</sup>, therefore the Selectmen would need to develop a means to administrate Ch. 74 services. This could be municipality based or through the A-B School District, however there is not statutory or regulatory obligation for the A-B School District to provide this support. He outlined some of a community's obligations if a town chooses not to be a member of a vocational school district. There are no statutory or regulatory on which vocation school an out-of-district student can apply to attend. The sending community must pay tuition and for transportation. Wulfson noted that there could be Ch. 70 aid available to defray some of the transportation costs. In the case of Minuteman and other vocational school with renovation projects, DESE is considering adding a facilities fee in addition to the out-of-district tuition amount. The negatives are that an out-of-district community has no seat on the School Committee and therefore no say in the budget or the governance of the district. Also as out-of-district students there is no guarantee that seats would be available to them at a vocation school. He explained that Ch. 74 out-of-district tuition is similar to the Ch. 70 "School Choice" option, taking in out-of-district students to fill available spaces. Bouquillon advised that, last night the School Committee voted to set the enrollment number at 628 for the building project, down from the 780 +/- current enrollment. Though Minuteman currently has available spots they are revising their enrollment criteria so that member town students would have priority, followed by communities that have entered into an Intermunicipal Agreement (IMA) and any remaining spots could go to out-of-district students. Noting the Weston is considering entering into an IMA with the District. He further clarified that if a program is filled by in-district and IMA students they would be unavailable for out-of-district students. There was also discussion as to whether other vocational schools "waitlist" out-of-district students. It was noted that other vocational school districts do have waitlists however the schools are not always forthcoming with this information and hard data can be difficult to obtain.

As DESE has final approval as to School District agreements, there was concern as to why the terms of the existing agreement were allowed. It was clarified that the existing agreement was conceived almost 40 years ago, and looking back it would be very difficult to determine how some terms were arrived at. Also statutes, regulations and process/procedures have evolved significantly in the last 40 years and what was allowable and/or practice then may no longer apply. Wulfson could not advise whether any other school district agreements in the state also have similar deficiencies.

Discussion turned to incurring debt. The current agreement is silent as to the actual mechanism however, it was reiterated that if a term is silent statute/regulation (in this case MGL Ch.71§s 16d or 16n) governs. Bouquillon added that it has been the practice of the District to seek unanimous approval. Such was the case when the feasibility study funding was approved in 2010. The proposed amendment codifies the process to incur debt.

Capital costs and Boxborough's obligations, going forward, if we withdraw - Sect. IX (D) were discussed. Minuteman's Asst. Supt. of Finance, Kevin Mahoney spoke to a breakout he had prepared. Boxborough's existing obligation is 1.2 % of the current total approximately \$70,000 (\$6,000 -\$7,000 annually). The majority of the current capital obligation is due to the HVAC plant that was replaced about 7 years ago. The District's position is that withdrawing towns would not receive reimbursement for District assets, and conversely the District would not assess them for future debt or unfunded obligations such as OPEB and related liabilities. This matter has been investigated by the District (through the RAAS working group) however they were unable to develop methodology for calculating the value of assets and future liabilities breakout by member towns.

Discussion continued as to Boxborough's position if withdrawal occurs. There should not be an impact if Acton chooses to remain part of the MMRVSD, while Boxborough withdraws. The only modification that would be needed is regarding Boxborough students' participation in the R.J. Grey vocational education curriculum. The consensus was that the curriculum would continue to be offered to all junior high students, even if Boxborough withdraws from Minuteman. Wulfson noted that DESE should not need to be part of this arrangement. Bouquillon and Mahoney advised that it could be worked out that the Boxborough portion of this assessment could be billed directly to the Town of Boxborough. The A-B District should not need to be involved.

Wulfson advised that DESE is willing to work with communities as they explore their options, including withdrawal. However, DESE does need work within the governing statutes and regulations. The timeline for withdrawal under both the existing and proposed terms was discussed further. It was noted that given the various requirements and related timeframes there realistically only a few months difference between the two to finalize withdrawal.

Chair Amoroso opened discussion as to Boxborough's position under the proposed amended Agreement. There was review of the spring town meeting actions taken by the member towns on this. Chair Amoroso opened discussion as to Wayland Selectmen Boschetto's letter discussing Wayland's recent Town Meeting actions concerning Minuteman. It was noted that at least one of Boschetto's bullet points - removing DESE's approval from process - is contrary to statute. Bouquillon, Mahoney and Matthews provided updates on the efforts currently underway in those communities that either voted against the amendments or passed over action. Matthews spoke to some of the challenges facing the District - 16 communities with diverse interests & concerns; a degrading building and possible removal of Minuteman from the MSBA project list due to delays. Chair Amoroso advised that a member town stakeholders' meeting is taking place in Weston next week to address the concerns raised by Boxborough and other member towns. There was additional discussion as to the withdrawal terms within the existing and the proposed amended agreement. There was discussion on the non-binding resolution that a town would not "block" another community if withdrawal is sought. This was presented at another stakeholders' meeting held back in May (which was subsequently adopted by Boxborough & nine other communities). Matthews reiterated his earlier suggestion that Boxborough approve the proposed amended agreement and then seek withdrawal. Wulfson referred to an email statement he sent out this spring, to the affect that as long as all proper processes and procedures were followed DESE would not force a community to remain the Minuteman District; allowing them to withdraw.

Discussion turned to DESE's position on out-of-district tuition rates; the proposed addition of facility fees and Chapter 74 matters, in general. Wulfson advised that DESE considers vocational education a viable alternative. DESE is working on the developing facility fee component and is exploring other updates/revisions to DESE's Chapter 74 requirements. The Selectmen noted there is an inequity with the DESE out-of-district tuition amount being significantly less than Boxborough's per student assessment. Current enrollment numbers indicate 45% of the student body comes from outside of the District; however there are indicators that this is trending down.

Chair Amoroso thanked Deputy Comm. Wulfson and those representing Minuteman for coming to address Boxborough's concerns. There is a certain amount of frustration due to all of the moving parts currently in-play within the District. He invited the participants to provide any final input: Matthews suggested Boxborough look to its enrollment and the needs of its residents and approve the amended agreement; an easier path to withdrawal. Both Bouquillon and Mahoney voiced willingness to provide additional information or to answer any follow up questions. Deputy Comm. Wulfson clarified that DESE's job is not to advocate for a position rather it represents and supports the laws and regulations of the Commonwealth. Chair Amoroso closed noting that Weston is currently discussing possibly entering into an IMA. This is an option for Boxborough. Boxborough's current capital/debt obligation is manageable. DESE has communicated that it is a partner in these efforts and does not intend to stand in the way as long as the proper procedures are followed. Nine other communities have formally resolved not to block another town's withdrawal from the District. The difference between the time frame required to withdrawal under the existing and the amended agreement is negligible. The meeting concluded.



**BOARD OF SELECTMEN**

**Meeting Agenda**

**June 18, 2014**

**Boxborough Town Hall**

**Grange Meeting Room**

**1. CALL TO ORDER, 7:30 PM**

**2. OLD BUSINESS**

- Further discussion regarding the Town's membership in the Minuteman Regional Vocational School District (MRVSD)
- Understanding the requirements and responsibilities of the Town under MGL ch. 74 and the process by which Boxborough may withdraw from MRVSD

Participants include Jeffrey Wulfson, DESE Deputy Commissioner; Ed Bouquillon, Superintendent, MRVSD; Cheryl Mahoney, MRVSC representative; members of the Finance Committee and Boxborough representatives of the Acton-Boxborough Regional School Committee (ABRSC)

**3. ADJOURN**



**Discussion items for BoS meeting re:**

**Minuteman Regional Vocational School District**

**June 18, 2014**

**1) Initiation of withdrawal: Sect. IX (A)**

*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.*

-Is the vote to withdraw at TM or STM a simple majority vote?

**2) Drafting the amended agreement to be voted on by the member towns: Sect. IX (B)**

*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.*

-Does the SC draft the amendment or the town seeking to withdraw?

-Is there an approved format?

-Does it simply revise the list of members?

-Does the proposed amendment need to be presented to TM or STM before the vote to withdraw?

**3) Approval by DESE:**

-Atty. Lenox states in his letter dated March 6, 2014:

*"Under Section IX of the current Agreement, no town can withdraw from the District without the approval of all of the other member towns, as well as the Commissioner of Education."*

-Where in Section IX does it so provide?

-If not provided for in Section IX, where is it required?

-Is it found in M.G.L. Ch. 71, Sect. 14B?

*"Copies of such agreement shall be submitted to the department of education, and subject to its approval, to the several towns for their acceptance."*

-What is the mechanism for obtaining DESE approval?

-How do we request approval?

-What do we need to show in order to obtain approval?

-What form does approval take? Letter?

-Can we obtain approval before other member towns vote on our request to withdraw?

-Can we obtain approval before all towns vote to approve a proposed new set of amendments?

#### **4) Capital costs if we withdraw: Sect. IX (D):**

*"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."*

-What is the total dollar amount of Boxborough's share of obligations outstanding?

-What is the amount of each obligation and its maturity date?

-What would be the amount of Boxborough's annual assessment for capital costs if it withdraws?

#### **5) Capital costs if we remain**

The current agreement has no provision for incurring debt.

-Why not?

-How was such an agreement approved by DESE?

-It was last amended in 1980. Why has DESE not required that it be amended to specify how debt is to be incurred?

-Are there any other regional agreements that also lack such a provision?

In the absence of a specific provision, the practice has been to require a unanimous vote of the member towns in order to incur debt. Atty. Lenox in his opinion dated March 6, 2014 states:

*"Under the current Agreement, the Regional School Committee could at any time seek approval for the incurring of debt via G.L. Chapter 71, section 16 (n), which would involve a District-wide election with all the votes aggregated. If the majority of the aggregated votes were in favor of incurring the debt, then the debt would be assessed to all 16 towns, regardless of whether the voters from a particular town voted for or against the debt in the 16 (n) election."*

-Does the superintendent or the RSC intend to seek approval to incur debt under this provision?

-Would DESE approve such a request?

-Does DESE agree with Atty. Lenox? Or does it read section 16(d) to allow individual member towns to avoid imposition of liability for debt incurred under section 16(n)?

#### **6) Moving forward if we were to withdraw**

-Are there any statutory or regulatory impediments that would prohibit Boxborough from sending students to voc-tech schools of our choice, under satisfactory out-of-district tuition arrangements?

-What are our rights under MGL Ch 74?

-What are our obligations?

-What entity in Boxborough would be responsible for managing our voc-tech educational program?

-Is there any statutory role for the Boxborough members of the Acton-Boxborough Regional School Committee in this matter?

-Within the context of Ch 74, there anything to preclude creation of such a role?

-If the town of Acton chooses to remain part of the MMRVSD, what impact does that have on the withdrawal of Boxborough and our ability to independently move forward as described?

-Is there anything that would prevent our proposed plan, once formalized, from being accepted and endorsed by DESE as a Ch 74 educational plan for Boxborough?

-If so, what assistance can DESE provide to achieve this?

-Once we are no longer a member town in MMRVSD, must any voc-tech district accept Boxborough students for out-of-district enrollment?

-Once we are free to send, are others required to accept?

-What are the statutory and regulatory constraints and rules?

-Certainty and equity in withdrawal are our foremost concerns, speed is secondary. What actions can the Administration and DESE take to assure approval for our timely withdrawal and right to make out-of-district enrollment and tuition arrangements with voc-tech districts of our choice?

-Would transportation assistance or reimbursement be available to Boxborough sending students to accepting voc-tech districts?

## **7) Proposed Amended Regional Agreement**

-What feedback has the school received from the 16 members / ATMs? Where do things currently stand?

Wayland sent out a list of 6 items to consider in any new attempt at revising the Regional Agreement. Please provide your input on these issues:

- Remove DESE approval requirement to withdraw from the Region
- Explicit acceptance of withdrawing members
- Quantify a withdrawal town share of liabilities and share of assets – net the two
- 1 town / 1 vote
- Share of operating and capital costs based on total attendance (including OOD students)
- Retain approval rights of new debt at 100%

## **8) Non-member towns and capital costs.**

The primary roadblock to moving forward with a new school has been to figure out how to equitably get non-member towns to shoulder some of the capital costs of a new school. DESE has, for most of the past five years, been lobbying to have the non-member towns pay a lower share of operating costs and no capital costs.

-Please provide an update on this.



## Proposed Amendments to the Minuteman Regional Vocational School District Agreement

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

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

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

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



## Point - By - Point Comparison

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

*Commissioner's approval applies when required by law.*

**REGIONAL AGREEMENT**

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

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

**(A) Composition**

The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

**(B) Staggering of Terms**

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

**(C) Appointing Authority**

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

**(D) Subsequent Terms of Office**

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

**(E) Vacancies**

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

**(F) Organization**

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

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

**(G) Power and Duties**

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

**(H) Weighted Voting**

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

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

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

**(I) Quorum**

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

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

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

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

The regional district school shall be located within the geographical limits of the District.

## **SECTION IV APPORTIONMENT AND PAYMENT OF COSTS**

### **(A) Classification of Costs**

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

### **(B) Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

### **(C) Operating Costs**

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

### **(D) Apportionment of Capital Costs**

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

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the towns which were members of the District as of June 30, 2014 for the ensuing fiscal year in the following manner. Each

member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of fewer than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs referred to in subsection IV (F) shall not be included.

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

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

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

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

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

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

apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

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

**(E) Apportionment of Operating Costs**

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

**(F) Special Operating Costs**

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

**(G) Times of Payment of Apportioned Costs**

Each member shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(B), of the capital and operating costs. The annual share of each member community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

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

## **(H) Apportionment of Costs to New Members**

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

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

## **(I) Incurring of Debt**

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

## **SECTION V BUDGET**

### **(A) Tentative Operating and Maintenance Budget**

The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts.

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

After conducting a public hearing consistent with G.L. Chapter 71, section 38M, the Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member community shall be certified by the district treasurer to the treasurer of such member community within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such community shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B.

**SECTION VI TRANSPORTATION**

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

**SECTION VII AMENDMENTS**

**(A) Limitation**

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

**(B) Procedure**

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member community (which shall be acted upon as provided in Section IX), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated by a petition signed by at least 10 per cent of the registered voters of any one of the member communities. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Clerk of such member community as to the number of registered voters in said community according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of

said community and said petition shall be presented to the secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city, and after approval by the Commissioner.

**(C) Approval by Commissioner**

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

## **SECTION VIII ADMISSION OF NEW COMMUNITIES**

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

## **SECTION IX WITHDRAWAL**

**(A) Procedure**

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

1. Payment of its share of operating costs apportioned by way of subsection IV(E).

2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.

3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee will full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

**(B) Continuing Obligations After Withdrawal**

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

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:

a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,

b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

**(C) Commissioner's Approval**

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

**(D) Amendment to Agreement**

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

**SECTION X TUITION STUDENTS**

The Committee may accept for enrollment in the regional district school pupils from communities other than member communities on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV to the member communities, provided that income identified as a contribution to capital costs shall be applied to the capital budget.

## **SECTION XI FISCAL YEAR**

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

## **SECTION XII SUBMISSION FOR APPROVAL**

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

778239v1

Voted on June 18, 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 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 1 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.

IN WITNESS THEREOF, this agreement has been executed as  
of the Eighteenth day of June 1970.

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

<i>Charles E. Coyle</i>	<del>Acton</del>
<i>Maureen Peterson</i>	<i>William T. Maloney</i>
<i>Fredrick L. Skennich</i>	<i>Alfred C. Olin</i>
<i>Norman R. Jacobsen</i>	<i>Ann Wallace</i>
<i>Eugene J. Sisk</i>	<i>Douglas B. Pennington</i>
<i>Henry A. Harmon</i>	<i>Beverly W. Lydiard</i>
<i>David H. Bradley</i>	<i>Ann Wallace</i>
<i>Margaret D. Poyton</i>	<i>James L. Donovan</i>
<i>Eric Moller Child</i>	<i>Barbara J. Speiser</i>
<i>Veena Page</i>	<i>Paul J. Cherry</i>
<i>Alfred D. Callat</i>	<i>Paul &amp; Brook</i>
<i>Judith W. Spence</i>	<i>Paul W. Wales</i>
<i>Maureen L. Gouffley</i>	<i>Henry M. Morgan</i>
<i>Paul F. Alphen</i>	
<i>Henry L. Hall Jr.</i>	
<i>Anna M. Hanson</i>	
<i>Patrick J. Tignone</i>	
<i>Archelo G. Lombardi</i>	

**APPROVED**

The Commonwealth of Massachusetts  
Department of Education

*[Signature]*

OCT 20 1970

The Commonwealth of Massachusetts  
Emergency Finance Board

*[Signature]*  
*Paul Alexander*

*Arthur H. MacLennan*

# 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

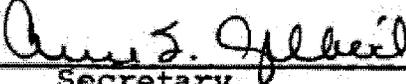
(C) Final Operating and Maintenance Budget

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.

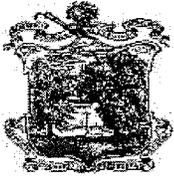
FURTHER VOTED: This amendment shall take effect immediately.

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)



OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON

MASSACHUSETTS

CHRISTINE M. CALLAHAN, CMC  
TOWN CLERK

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 do 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 HALL**  
OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON

OFFICE HOURS  
9 AM TO 5 PM

MASSACHUSETTS

TELEPHONE  
781-643-6700

TOWN CLERK

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.

**MURPHY, HESSE, TOOMEY & LEHANE, LLP**  
**Attorneys At Law**

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Brian P. Fox  
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Sarah A. Catignani

Ann M. O'Neill, Sr. Counsel

*Please respond to Quincy*

March 6, 2014

Dr. Edward Bouquillon  
Superintendent-Director  
Minuteman Regional School District  
758 Marrett Road  
Lexington, MA 02421

Dear Dr. Bouquillon:

You have asked that I formalize the input that I have given to you and Kevin Mahoney recently in regard to some of the issues that have been raised regarding the proposed revised Regional Agreement.

Officials in one of the member towns have made the suggestion that perhaps their town should "pass over" or "table" the warrant article pertaining to the proposed revised Agreement. This has raised the question of whether there is a time limit on the approval process for the revised Agreement.

Unless and until a revised Agreement is approved by all 16 of the current member towns, the parties will continue to be bound by the current Regional Agreement. In regard to amendments to the Agreement, Section VII, (B) of the current Agreement states:

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 member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

**MURPHY, HESSE, TOOMEY & LEHANE, LLP**  
**Attorneys At Law**

Dr. Edward Bouquillon  
Superintendent-Director  
March 6, 2014  
Page 2

While the selectmen, therefore, must include in the warrant the amendment as put forth by the Regional School Committee, there is nothing that compels the Town Meeting to actually vote on the warrant article. Thus, you could have a situation where a town votes to "table" the measure, even though the other towns forge ahead and vote on the measure. If this were to occur, the very same measure could be re-submitted by the Regional School Committee for inclusion on the warrant for the next Town Meeting in the town which passed it over. The revised Agreement, however, can only take effect when it has been approved by all of the Town Meetings, and the version that is approved by each town cannot differ. If a number of towns, for example, were to approve the 2/12/14 version, but then changes were made in the operative document (e.g., to encourage support from the reluctant community), the whole approval process for all of the towns would have to start again.

There is, however, no particular time limit for the completion of the approval process.

Another issue that has apparently been raised is that some people are seemingly opposed to the revised Agreement because they actually would like their town to withdraw from the District. With all due respect, this point of view displays a misunderstanding of the two Agreements. Under Section IX of the current Agreement, no town can withdraw from the District without the approval of all of the other member towns, as well as the Commissioner of Education. Under the revised Agreement, however, the withdrawal of a member town needs the approval of only a majority of the other member towns, as well as the Commissioner of Education, and the lack of Town Meeting disapproval by a town will constitute approval of the withdrawal. The revised Agreement, therefore, contains a viable path for withdrawal, whereas the current Agreement does not. The onerous nature of the current Agreement in regard to the withdrawal process becomes particularly clear when one considers it in the context of the proposed building project. Under the current Agreement, the Regional School Committee could at any time seek approval for the incurring of debt via G.L. Chapter 71, section 16 (n), which would involve a District-wide election with all the votes aggregated. If the majority of the aggregated votes were in favor of incurring the debt, then the debt would be assessed to all 16 towns, regardless of whether the voters from a particular town voted for or against the debt in the 16 (n) election. With no viable path for withdrawal, each of these towns would be stuck in the District and stuck with a share of the debt that they may have voted against. Even if that town were to prevail on each of the other 15 towns to allow their town to withdraw, the withdrawing town will still be liable into the future for a share of the debt that was incurred while they were a member.

In short, the proposed revised Agreement provides a path for a member community to withdraw for whatever the reason, and in particular the revised Agreement provides a path

MURPHY, HESSE, TOOMEY & LEHANE, LLP  
Attorneys At Law

Dr. Edward Bouquillon  
Superintendent-Director  
March 6, 2014  
Page 3

to withdraw for a member Community whose voters have disapproved the incurring of debt , and the path can be followed without shouldering a portion of that debt.

Please let me know if you have additional questions.

Very truly yours,



Edward F. Lenox, Jr.

EFL/sjb  
777017v1





**Minuteman Regional High School  
New Assessment Model - FY15 Budget Impact  
Calculation of Operating and Capital Assessments**



**FY 2015 ESTIMATED ASSESSMENTS - BASED ON AMENDED REGIONAL AGREEMENT PROPOSAL  
FOR ILLUSTRATIVE PURPOSES ONLY**

Total Required Assessments:	
Budget Assessment	\$ 5,853,666
Required Minimum Contribution	\$ 2,795,037
Operating Portion	\$ 1,367,226
Transportation	\$ (760,241)
LESS: Reg. Trans. Reimb.	\$ 463,477
Debt and Capital Portion - Existing	\$ 550,985
Debt and Capital Portion - New	\$ 10,270,150
Total Budget Assessment	\$ 6,085,555
Special Programs Assessment <sup>4</sup>	\$ 10,678,705
<b>Total All Assessments</b>	<b>\$ 16,764,260</b>

Town/City	State Required Minimum Assessment <sup>1</sup>				Operating Assessment				Debt and Capital Assessment				Special Programs Assessment <sup>4</sup>				Total (All Assessments)		
	State Foundation Enrollment	MM Foundation Budget @ \$16,599/Student	State-Mandated Municipal Contribution %	ESTIMATED State Required Minimum Assessment <sup>2</sup>	Special Education Assessment		Choice Adjustme	Transportation & Remaining Assessment Per District Agreement		Existing Debt		Enrollment for Capital Assessment <sup>3</sup>	New Debt		Total Budget Assessment	Post-Graduate Assessment		Total Middle School Assessment	
					Special Ed Students <sup>3</sup>	Special Ed Assessment @ \$4,500/Student		Total Grade 9-12 Enrollment <sup>3</sup>	Operating Assessment Share	Transportation Assessment Share	Total Remaining Operating Assessment		Capital Assessment Share	Total Debt & Capital Assessment		Total Debt & Capital Assessment			Post-Grad Students <sup>3</sup>
Acton	26	\$ 431,574	74.45%	\$ 321,317	12	\$ 54,000	-	115,993	6.11%	37,065	23.3	28,022	29,041	1	3,000	164,354	1	3,000	154,354
Andover	165	\$ 2,739,834	78.60%	\$ 2,152,653	63	\$ 283,500	-	627,359	33.03%	200,468	125.8	174,492	154,582	12	36,000	35,000	12	36,000	35,000
Barnstable	31	\$ 514,669	82.97%	\$ 426,916	14	\$ 63,000	-	168,377	8.85%	53,804	33.8	33,626	46,326	1	3,000	110,910	1	3,000	110,910
Bellingham	11	\$ 182,889	86.36%	\$ 157,682	5	\$ 22,500	-	48,642	2.56%	15,543	9.8	12,329	16,062	0	-	34,560	0	-	34,560
Beverly	5	\$ 82,895	90.00%	\$ 74,696	0	\$ -	-	34,923	1.84%	11,159	7.0	13,450	13,378	1	3,000	34,560	1	3,000	34,560
Carroll	12	\$ 189,188	90.00%	\$ 179,269	10	\$ 45,000	-	41,152	2.17%	13,152	8.3	7,846	27,210	0	-	44,658	0	-	44,658
Concord	7	\$ 116,193	85.03%	\$ 99,859	7	\$ 31,500	-	19,529	3.22%	7,891	12.3	5,604	13,720	0	-	44,658	0	-	44,658
Dover	1	\$ 16,599	85.64%	\$ 14,880	1	\$ 4,500	-	7,483	0.39%	2,351	1.5	2,912	27,220	0	-	44,658	0	-	44,658
Dracut	27	\$ 448,173	72.85%	\$ 327,003	12	\$ 54,000	-	106,509	5.71%	34,673	21.8	52,681	70,177	1	3,000	91,628	1	3,000	91,628
Leicester	49	\$ 813,951	87.04%	\$ 707,991	26	\$ 117,000	-	270,026	14.22%	86,285	54.1	38,109	42,333	1	3,000	135,411	1	3,000	135,411
Lincoln	6	\$ 99,594	88.03%	\$ 87,721	1	\$ 4,500	-	18,709	0.98%	5,978	3.8	5,604	23,899	0	-	34,560	0	-	34,560
Needham	35	\$ 580,965	85.05%	\$ 494,164	23	\$ 103,500	-	46,231	7.62%	14,679	29.0	24,659	30,321	0	-	44,658	0	-	44,658
Needham Heights	22	\$ 365,178	85.05%	\$ 313,706	7	\$ 31,500	-	119,344	6.30%	39,260	24.0	21,296	21,672	0	-	44,658	0	-	44,658
Stoughton	8	\$ 132,792	89.61%	\$ 118,994	3	\$ 13,500	-	34,448	2.33%	11,118	8.9	8,408	17,396	2	6,000	3,000	2	6,000	3,000
Wareham	4	\$ 66,996	90.00%	\$ 59,756	3	\$ 13,500	-	5,181	0.85%	1,614	3.3	5,604	15,416	0	-	44,658	0	-	44,658
<b>TOTAL</b>	<b>431</b>	<b>\$ 7,154,168</b>	<b>81.23%</b>	<b>\$ 5,853,666</b>	<b>189</b>	<b>\$ 895,500</b>	<b>-</b>	<b>1,899,537</b>	<b>100.00%</b>	<b>\$ 606,983</b>	<b>380.8</b>	<b>\$ 463,477</b>	<b>\$ 560,985</b>	<b>28</b>	<b>\$ 84,000</b>	<b>\$ 574,555</b>	<b>28</b>	<b>\$ 84,000</b>	<b>\$ 574,555</b>

**Footnotes:**  
1. Special Programs Assessment provides funding for the Middle School Program to those communities that offer the program. Also includes 50% tuition costs for Post-Graduate in-district students.  
2. The State Required Minimum Assessments are based on the DSE Ch. 70 information released 1/22/14.  
3. All student enrollment numbers are based on 1716 enrollment as of October 1, 2013. Per the District Agreement, the minimum enrollment for capital expenses is 5 FTE students.  
4. The Total Operating Assessment equals the sum of the State Required Minimum assessment, the Transportation assessment, the Choice adjustment, and the remaining allocated assessment per the District Agreement.

Milwaukie Regional School District  
 New Assessment Model - FY15 Budget Impact  
 Capital Assessments - New

Member Towns	50% ENROLLMENT - 34% CHAPTER 70 COMBINED EFFORT - 1% EACH MEMBER CAPITAL BASE CONTRIBUTION				Chapter 70 - Combined Effort Basis				Capital Base Contribution Basis				TOTAL
	Capital Base Assn. (Col. A)	Enrollment Basis (Col. B)	Chapter 70 Assn. (Col. C)	Chapter 70 Effort (Col. D)	Capital Base Assn. (Col. E)	Chapter 70 Effort (Col. F)	Chapter 70 Effort (Col. G)	Capital Base Assn. (Col. H)	Chapter 70 Effort (Col. I)	Chapter 70 Effort (Col. J)	Capital Base Assn. (Col. K)	Chapter 70 Effort (Col. L)	
Acton	23.25	6.00%	\$16,540	\$711	3.73%	\$8,991	\$3,510	\$3,510	\$227	\$227	\$227	\$227	
Arlington	125.75	32.47%	\$99,459	\$711	31.82%	\$59,613	\$474	\$474	\$44	\$44	\$44	\$44	
Belmont	33.75	8.72%	\$24,010	\$711	9.97%	\$16,608	\$498	\$498	\$163	\$163	\$163	\$163	
Bolton	8.75	2.52%	\$6,339	\$711	1.93%	\$3,616	\$371	\$371	\$95	\$95	\$95	\$95	
Boxborough	7	1.81%	\$4,890	\$711	1.54%	\$2,689	\$473	\$473	\$77	\$77	\$77	\$77	
Carlisle	6.25	1.63%	\$5,589	\$711	2.44%	\$4,897	\$554	\$554	\$95	\$95	\$95	\$95	
Concord	12.25	3.16%	\$8,715	\$711	4.53%	\$5,486	\$693	\$693	\$450	\$450	\$450	\$450	
Dover	5	1.26%	\$3,557	\$711	2.48%	\$4,653	\$931	\$931	\$1,102	\$1,102	\$1,102	\$1,102	
Lancaster	21.75	5.62%	\$15,473	\$711	3.35%	\$5,246	\$267	\$267	\$253	\$253	\$253	\$253	
Lexington	54.25	13.98%	\$38,505	\$711	13.97%	\$25,192	\$463	\$463	\$102	\$102	\$102	\$102	
Lincoln	5	1.26%	\$3,557	\$711	2.59%	\$4,832	\$966	\$966	\$1,102	\$1,102	\$1,102	\$1,102	
Needham	29	7.45%	\$20,831	\$711	8.64%	\$16,178	\$559	\$559	\$190	\$190	\$190	\$190	
Stow	24	6.20%	\$17,074	\$711	4.43%	\$6,339	\$347	\$347	\$330	\$330	\$330	\$330	
Subury	14.5	3.74%	\$10,315	\$711	3.23%	\$6,046	\$417	\$417	\$360	\$360	\$360	\$360	
Weyland	6.25	1.63%	\$5,314	\$711	2.97%	\$5,672	\$628	\$628	\$621	\$621	\$621	\$621	
Weymouth	5	1.26%	\$3,557	\$711	3.39%	\$5,349	\$1,270	\$1,270	\$1,102	\$1,102	\$1,102	\$1,102	
<b>Total</b>	<b>387.3</b>	<b>100.00%</b>	<b>\$275,483</b>	<b>50%</b>	<b>\$187,335</b>	<b>34%</b>	<b>\$88,158</b>	<b>16%</b>	<b>\$550,985</b>	<b>\$550,985</b>	<b>\$550,985</b>	<b>\$550,985</b>	

\*\*Enrollment = 4 year Rolling Average  
 ESCO Project outstanding Debt Service not included in this analysis.

Capital Allocation		
Debt Service - Yr. 1	Enrollment	Capital Base Con.
	50.0%	16.0%
Capital - FY15	\$550,985	
Capital - FY15	\$550,985	\$187,335
		Per Community
		1.00%

Calculation Factor - Capital Base Contribution (col. N)

Member Towns	Enrollment Count as of October 2013	LESS: Post-Graduate Enrollment	PLUS: AM Students (.5 FTE)	PLUS: Debt/Capital Assessment (Min. Of 5)	Per ESCO Debt Only (col. E)		Per School For Debt (col. J)	
					(col. B)	(col. C)	(col. G)	(col. H)
Acton	26	-1			25	6.05%	23.3	6.00%
Arlington	165	-12			153	37.00%	125.8	32.47%
Belmont	31	-1			30	7.26%	33.8	6.72%
Bolton	11	0			11	2.66%	9.8	2.62%
Boxborough	5	-1			5	1.21%	7.0	1.81%
Carlisle	12	0			12	2.90%	8.3	2.13%
Concord	7	0			7	1.69%	12.3	3.16%
Dover	5	0			5	1.21%	5.0	1.25%
Lancaster	27	-1			26	6.29%	21.8	5.62%
Lexington	49	-5	3		47	11.37%	54.1	13.96%
Lincoln	6	-1			5	1.21%	5.0	1.29%
Needham	35	-1			34	8.22%	29.0	7.49%
Stow	22	0			22	5.32%	24.0	6.20%
Subury	22	-2	1.5		19	4.59%	14.5	3.74%
Weyland	6	-2			4	1.81%	8.9	2.29%
Weymouth	4	0			4	1.21%	5.0	1.28%
<b>Total</b>	<b>431</b>	<b>-28</b>	<b>4.5</b>	<b>6</b>	<b>413.5</b>	<b>100.00%</b>	<b>387.3</b>	<b>100.00%</b>

Capital - FY15

Minuteman Regional School District  
 New Assessment Model - FY15 Budget Impact  
 Capital Assessments - NEW

	Enrollment - Based on 4 Year Rolling Average					Min Of 5		Calculation Factor - Ch: 70 Combined Effort Capital Allocation					
	Enrollment Count as of October 2013	Enrollment Count as of October 2012	Enrollment Count as of October 2011	Enrollment Count as of October 2010	Enrollment Based on 4 Year Rolling Average	Enrollment Based on 4 Year Rolling Average	Percent of Enrollment	4 year Rolling Average	Total Foundation Enrollment	MM Enrollment + Community Foundation Enrollment	Total Combined Effort Yield	TOTAL - Combined Effort Yield @ Minuteman	Combined Effort Capital Assessment Share
Acton	25	20	25	23	23.3	23.3	6.00%	23.3	4,801	0.48%	32,803,638	159,860	3.73%
Arlington	153	125	123	102	125.8	125.8	32.47%	125.8	5,305	2.37%	57,155,630	1,354,555	31.62%
Belmont	30	31	37	37	33.8	33.8	8.72%	33.8	4,039	0.82%	46,380,769	381,886	8.97%
Bolton	11	9	10	9	9.8	9.8	2.82%	9.8	1,022	0.95%	8,612,277	82,162	1.83%
Boxborough	4	5	7	12	7.0	7.0	1.81%	7.0	879	0.80%	8,242,134	65,637	1.54%
Carlisle	12	9	7	5	8.3	8.3	2.13%	8.3	947	0.87%	103,774	1,037,744	2.44%
Concord	7	7	15	20	12.3	12.3	3.16%	12.3	3,039	0.40%	47,833,917	192,815	4.53%
Dover	1	2	2	1	1.8	1.8	1.39%	1.8	1,164	0.43%	24,615,673	105,737	2.46%
Lancaster	26	22	18	21	21.8	21.8	5.62%	21.8	984	2.19%	6,495,693	141,915	3.33%
Lexington	47	53	54	62.5	54.1	54.1	13.96%	54.1	6,744	0.80%	74,070,559	594,465	13.97%
Lincoln	5	4	3	3	3.8	3.8	1.28%	3.8	876	0.57%	19,237,049	109,801	2.66%
Needham	34	27	31	24	29.0	29.0	7.95%	29.0	5,364	0.64%	67,992,775	367,597	8.64%
Stew	22	25	20	29	24.0	24.0	6.20%	24.0	4,242	1.88%	10,014,275	186,246	4.45%
Sudbury	19	15	11	13	14.5	14.5	3.74%	14.5	2,655	0.34%	40,183,960	137,391	3.23%
Wayland	7.5	8.5	8.5	11	8.9	8.9	2.29%	8.9	2,926	0.33%	37,834,611	126,615	2.97%
Weston	4	3	3	3	3.3	3.3	1.29%	3.3	429	0.21%	67,113,795	144,269	3.39%
<b>Total</b>	<b>407.5</b>	<b>365.6</b>	<b>374.5</b>	<b>375.5</b>	<b>380.8</b>	<b>387.3</b>	<b>100.000%</b>	<b>387.3</b>	<b>457,723</b>	<b>14.02%</b>	<b>560,488,956</b>	<b>4,266,735</b>	<b>100.000%</b>

**Minuteman Regional High School  
Student Enrollment - Out-of-District only**

**Enrollment by Community:**

<b>City/Town</b>	<b>Enrollment</b>
Andover	2
Bedford	2
Billerica	17
Boston	50
Brookline	2
Burlington	3
Cambridge	5
Dedham	2
Everett	8
Framingham	1
Hudson	1
Littleton	2
Malden	4
Marlborough	1
Maynard	1
Medford	49
Melrose	1
Newton	2
North Andover	1
Reading	4
Revere	1
Saugus	3
Somerville	3
Southboro	1
Stoneham	2
Wakefield	1
Waltham	45
Watertown	67
Wellesley	7
Westford	2
Wilmington	2
Winchester	3
Woburn	12
<b>Total</b>	<b>307</b>



## **Current Agreement:**

### **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.

## **Proposed Agreement:**

### **SECTION IX WITHDRAWAL**

#### **(A) Procedure**

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





**Minuteman School  
Committee**

Edward A Bouquillon PhD



**MINUTEMAN**  
A REVOLUTION IN LEARNING

# FINAL DESIGN ENROLLMENT

WHERE WE ARE AND WHERE WE NEED TO BE

A REVOLUTION IN LEARNING



## Final Design Enrollment: Summary

- Communication strategies have engaged the member communities in essential discussions.
- DESE Chapter 74 revisions, to be in place July 1 2015, are very significant.
- Design enrollment data constraints/assumptions being re-examined in light of actual admissions experience.
- Design Team/Administration have been sculpting a limited Educational Program Plan supporting fewer students





## Communication & Engagement: Learnings

- Support for Minuteman as an Educational Choice.
- Agreement the facility needs a substantial upgrade.
- Capital participation of non-members **REQUIRED**.
- District will look different with a new agreement.
- Size of the School: Mixed
- Expectation the School Committee will approve a **FINAL DESIGN ENROLLMENT** of less than 800.





## DESE Chapter 74 revisions

- **Exploratory**
  - Shorter, more focused
  - Pre-exploratory assessments
- **Admissions**
  - More selective, member student applications prioritized
- **Capital Participation**
  - Required and set by the Commissioner based upon the MSBA reimbursement rate.



# 8th Grade Actual vs. Projected Enrollments

	MSBA Projected	DESE Actual	Actual		Avg % 8th	Proj % 8th	Proj Apps	Avg Female	Target Female	Proj (+) Impact	Total Apps	72% 1-Oct	Member 4 year 1-Oct
			Diff	% Diff									
2014	3755				4.2%	4.2%	158	32%	44%				
2015	3570				4.2%	4.2%	150	32%	44%				
2016	3690				4.2%	4.3%	157	32%	44%				
2017	3727				4.2%	4.5%	168	32%	44%				
2018	3618	3696	78	2%	4.2%	5.0%	185	32%	44%	20	205	147	590
2019	3317	3800	483	15%	4.2%	5.3%	200	35%	44%	18	218	157	626
2020	3243	3634	391	12%	4.2%	5.3%	191	35%	44%	17	208	150	598
2021	3226	3655	429	13%	4.2%	5.3%	192	35%	44%	17	209	150	602
2022	3695	3695			4.2%	5.3%	194	35%	44%	21	215	155	619
2023	3695	3598			4.2%	5.3%	189	35%	44%	21	210	151	604







# WHAT DO SCHOOLS OF VARIOUS SIZES OFFER THEIR STUDENTS?

A REVOLUTION IN LEARNING





# Size of School and Programs FY15

District	Size	CVTE	Sports Teams	Clubs VTSO's	Foreign Lang	Art & Music	AP Classes
Minuteman Tech	715	20	17	15	3	Both	5
Nashoba Tech	711	18	14	13	1	Music	6
Keefe Tech	691	14	14	12	1	Both	0
Upper Cape Cod	677	13	13	14	0	None	1
South Shore	600	14	11	9	0	None	0
Old Colony Tech	579	13	11	9	1	None	0
Franklin County	523	13	16	15	0	None	1
Northern Berkshire	505	9	16	10	1	None	2
North Shore Tech	463	12	19*	11	1	None	0

\* Sports teams compete as "Essex Tech" in combination with students from Essex Agricultural & Technical High School.



## NEXT STEPS

- Review MSBA Data with appropriate subject matter expert (SME).
- Engage DESE in approving an Educational Plan that serves our member students with relevant CVTE programs, rigorous academics and robust extra curricular offerings.
- School Committee Agrees to Vote on the Final Schematic Design Enrollment as soon as possible (June 2014)
- Revisions to Final Schematic Design Vote could be made in the Fall of 2014 if conditions change.









Minuteman Regional School District  
 New Assessment Model - FY15 Budget Impact  
 Comparison of Assessment Totals under Current and Proposed Model

Member Town	Operating Assessment		Change	Debt & Capital Assessment		Change	Total Assessment *		
	Current	Proposed		Current	Proposed		Current	Proposed	Total Change
Acton	529,091	528,374	(717)	61,334	57,063	(4,271)	590,425	585,437	(4,988)
Arlington	3,377,252	3,263,980	(113,272)	375,363	326,075	(49,289)	3,752,615	3,590,055	(162,561)
Belmont	674,445	712,096	37,651	73,601	79,952	6,352	748,046	792,048	44,003
Bolton	247,843	244,367	(3,475)	26,987	28,391	1,405	274,830	272,759	(2,071)
Boxborough	99,300	120,778	21,478	12,267	18,983	6,716	111,567	139,760	28,194
Carlisle	298,081	278,580	(19,501)	29,440	29,396	(44)	327,521	307,976	(19,545)
Concord	174,516	212,102	37,586	17,173	30,556	13,383	191,689	242,658	50,969
Dover	25,531	29,255	3,724	12,267	19,325	7,058	37,798	48,579	10,782
Lancaster	540,928	524,186	(16,743)	63,787	56,371	(7,416)	604,716	580,557	(24,159)
Lexington	1,114,077	1,181,292	67,215	115,308	122,857	7,550	1,229,384	1,304,149	74,765
Lincoln	122,976	116,908	(6,068)	12,267	19,503	7,237	135,243	136,411	1,168
Needham	806,797	788,574	(18,223)	83,414	80,428	(2,986)	890,211	869,002	(21,209)
Stow	480,527	503,201	22,673	53,974	55,571	1,597	534,501	558,772	24,271
Sudbury	487,838	466,424	(21,413)	46,614	43,168	(3,446)	534,451	509,592	(24,859)
Wayland	178,626	190,919	12,293	18,400	25,802	7,402	197,026	216,721	19,695
Weston	97,860	94,651	(3,209)	12,267	21,020	8,754	110,127	115,671	5,545
<b>TOTAL</b>	<b>9,255,688</b>	<b>9,255,688</b>	<b>0</b>	<b>1,014,462</b>	<b>1,014,462</b>	<b>0</b>	<b>10,270,150</b>	<b>10,270,150</b>	<b>0</b>

\* - Does not include Post Graduate and Middle School assessments.



Minuteman Regional School District  
 New Assessment Model - FY15 Budget Impact  
 Capital Assessments - New

Member Towns	Enrollment Basis		Chapter 70 - Combined Effort Basis		Capital Base Contribution		TOTAL
	Enrollment	Capital Base Cpn.	Enrollment	Capital Base Cpn.	Enrollment	Capital Base Cpn.	
Acton	2329	0.0%	\$16,510	\$711	\$301	\$5,510	\$26,041
Arlington	12575	32.47%	\$1,153	\$711	\$474	\$5,510	\$164,552
Belmont	3176	8.5%	\$24,010	\$711	\$499	\$5,510	\$46,328
Bolton	815	2.2%	\$9,936	\$711	\$271	\$5,510	\$16,082
Boxborough	825	2.2%	\$4,980	\$711	\$413	\$5,510	\$13,378
Carroll	1728	4.6%	\$5,899	\$711	\$554	\$5,510	\$15,946
Concord	1228	3.3%	\$9,715	\$711	\$693	\$5,510	\$22,710
Dover	1284	3.5%	\$3,557	\$711	\$931	\$5,510	\$19,720
Leicester	2175	5.9%	\$15,472	\$711	\$297	\$5,510	\$27,229
Lexington	54125	15.0%	\$8,502	\$711	\$266	\$5,510	\$13,699
Lincoln	33857	9.3%	\$3,857	\$711	\$483	\$5,510	\$42,318
Needham	29	0.0%	\$7,831	\$711	\$556	\$5,510	\$30,972
Shrewsbury	145	0.4%	\$10,312	\$711	\$547	\$5,510	\$21,872
Stoughton	8275	2.3%	\$8,314	\$711	\$628	\$5,510	\$17,396
Weston	1284	3.5%	\$3,557	\$711	\$931	\$5,510	\$15,416
<b>Total</b>	<b>3873</b>	<b>100.0%</b>	<b>\$275,493</b>	<b>\$27,345</b>	<b>\$187,158</b>	<b>\$187,158</b>	<b>\$550,985</b>

\*\*Enrollment = 4 year Rolling Average  
 ESCO Project outstanding Debt Service not included in this analysis.

Capital Allocation	
Debt Service - Yr. 1	Enrollment 50.0%
Capital - FY16	Capital Base Cpn. 34.0%
Capital - FY15	Enrollment 16.0%
Capital - FY15	Capital Base Cpn. 1.00%

Per Community  
 \$86,158  
 1.00%

Calculation Factor - Enrollment Allocation

	(col. B)	(col. C)	(col. D)	(col. E)	(col. F)	(col. G)	(col. H)
Acton	26	0.06%	23.3	6.06%	23.3	6.06%	6.06%
Arlington	165	4.26%	126.9	34.26%	126.9	34.26%	34.26%
Belmont	31	0.8%	33.6	9.15%	33.6	9.15%	9.15%
Bolton	11	0.3%	8.8	2.38%	8.8	2.38%	2.38%
Boxborough	5	0.1%	7.0	1.88%	7.0	1.88%	1.88%
Carroll	12	0.3%	8.3	2.25%	8.3	2.25%	2.25%
Concord	7	0.2%	12.3	3.35%	12.3	3.35%	3.35%
Dover	4	0.1%	5.0	1.34%	5.0	1.34%	1.34%
Leicester	27	0.7%	21.9	5.94%	21.9	5.94%	5.94%
Lexington	49	1.3%	64.1	17.45%	64.1	17.45%	17.45%
Lincoln	35	0.9%	29.0	7.85%	29.0	7.85%	7.85%
Needham	22	0.6%	24.0	6.48%	24.0	6.48%	6.48%
Shrewsbury	22	0.6%	14.5	3.95%	14.5	3.95%	3.95%
Stoughton	8	0.2%	8.9	2.39%	8.9	2.39%	2.39%
Weston	4	0.1%	6.0	1.60%	6.0	1.60%	1.60%
<b>Total</b>	<b>431</b>	<b>100.00%</b>	<b>387.3</b>	<b>100.00%</b>	<b>387.3</b>	<b>100.00%</b>	<b>100.00%</b>

Capital - FY15



Minuteman Regional School District  
 New Assessment Model - FY15 Budget Impact  
 Capital Assessments - NEW

	Enrollment - Based on 4 Year Rolling Average					Min OLE		Calculation Factor - GI-70 Combined Effort Capital Allocation					
	Enrollment Count as of October 2013	Enrollment Count as of October 2012	Enrollment Count as of October 2011	Enrollment Count as of October 2010	Enrollment Based on 4 Year Rolling Average	Enrollment Based on 4 Year Rolling Average	Percent of Enrollment	Enrollment 4 Year Rolling Average	Total Foundellen Enrollment	Community Foundation Enrollment	Total Combined Effort Field	TOTAL - Combined Effort Yield (g) Millions	Combined Effort Capital Assessment Share
Acton	25	25	23	23	23.3	23.3	6.00%	23.3	4,801	0.46%	32,993,898	1,851,850	3.73%
Arlington	25	125	102	102	125.8	125.8	32.47%	125.8	6,365	2.37%	57,155,538	1,841,866	8.97%
Balmain	30	31	37	37	33.8	33.8	8.72%	33.8	4,089	0.82%	46,380,693	361,866	1.93%
Bolton	11	10	9	9	9.8	9.8	2.52%	9.8	1,022	0.35%	8,124,717	82,182	1.84%
Boxborough	4	5	7	12	7.0	7.0	1.81%	7.0	879	0.80%	8,242,134	65,532	2.44%
Carlisle	12	9	7	5	8.3	8.3	2.13%	8.3	947	0.87%	11,911,891	103,374	4.53%
Concord	7	7	15	20	12.3	12.3	3.15%	12.3	3,039	0.40%	47,853,917	182,913	2.46%
Dover	1	2	1	1	1.5	1.5	1.29%	1.5	1,164	0.43%	24,815,873	195,175	5.33%
Lancaster	26	22	18	21	21.8	21.8	5.62%	21.8	954	2.19%	6,485,883	141,745	13.97%
Lexington	47	63	64	62.5	64.1	64.1	13.85%	64.1	6,744	0.80%	74,070,289	551,445	13.97%
Lincoln	5	4	3	3	3.8	3.8	1.29%	3.8	876	0.57%	19,237,048	109,801	2.68%
Needham	34	27	31	24	29.0	29.0	7.48%	29.0	5,364	0.54%	67,952,718	387,681	8.64%
Stow	22	26	29	29	24.0	24.0	6.20%	24.0	1,270	1.65%	10,014,215	89,346	4.25%
Sudbury	19	15	11	13	14.5	14.5	3.74%	14.5	4,242	0.94%	40,193,990	37,341	2.97%
Wayland	7.5	8.5	8.5	11	8.9	8.9	2.29%	8.9	2,652	0.33%	37,854,511	125,610	3.36%
Weston	4	3	3	3	3.0	3.0	1.00%	3.0	2,326	0.21%	67,113,795	144,289	3.95%
<b>Total</b>	<b>407.5</b>	<b>385.5</b>	<b>374.5</b>	<b>375.5</b>	<b>380.8</b>	<b>387.3</b>	<b>100.00%</b>	<b>387.3</b>	<b>45,725</b>	<b>14.02%</b>	<b>560,498,958</b>	<b>4,255,735</b>	<b>100.00%</b>



Community	TM Start Date	Type of Meeting	Vote	BOS Res
Acton	7-Apr	Open	Yes	
Arlington	28-Apr	Representative	Yes	Yes
Belmont	5-May	Representative	Pass	
Bolton	5-May	Open	Yes	Yes
Boxborough	12-May	Open	Pass	Yes
Carlisle	28-Apr	Open	Yes	Yes
Concord	4-May	Open	Yes	Yes
Dover	5-May	Open	Pass	Yes
Lancaster	5-May	Open	Yes	Yes
Lexington	24-Mar	Representative	Yes	pending
Lincoln	29-Mar	Open	Pass	
Needham	5-May	Representative	Yes	Yes
Stow	5-May	Open	Yes	
Sudbury	5-May	Open	Pass	
Wayland	3-Apr	Open	No	
Weston	12-May	Open	Yes	Yes



### Boxborough - Capital and Debt Summary

<u>Capital Assessment:</u>	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
Debt - ESCO Lease	13,495	8,103	6,088	5,603
Capital	11,890	6,789	11,962	6,664
Trades Hall	15,176			
<b>TOTAL - Capital Assessment</b>	<b>40,561</b>	<b>14,892</b>	<b>18,049</b>	<b>12,267</b>
<u>Current District Liability</u>	<u>Balance at</u>	<u>Maturity</u>		
	<u>6/30/2014</u>	<u>Date</u>		
ESCO Lease	5,599,599	7/15/2024		
Feasibility Study				
Bond Anticipation Notes:				
Issue Date - 11/21/13	256,049	11/21/2014		
Issue Date - 6/27/14 (Renewal)	181,080	6/26/2015		
<b>TOTAL</b>	<b>6,036,728</b>			
Boxborough % share (based on FY15)	1.21%			
TOTAL Projected Cost - Boxborough	73,044			

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50% ENROLLMENT - 34% CHAPTER 70 COMBINED EFFORT - 1% EACH MEMBER CAPITAL BASE CONTRIBUTION											
Enrollment Basis			Chapter 70 - Combined Effort Basis			Capital Base Contribution Basis			TOTAL		
Member Districts	4 Yr. Rolling Ave. Enrollment Debit/Capital Assessment	FY15 Debt/Capital Assessment Share	**Enrollment - 4 year rolling Average	Per Pupil Cost	Combined Effort Capital Assessment Share	Chapter 70 - Combined Effort	Per Pupil Cost	Capital Base Contribution	Per Pupil Cost	Capital Assessment	TOTAL
Acton	23.25	6.04%	\$30,175	\$1,298	3.75%	\$12,745	\$548	\$10,000	\$430	\$29,920	
Arlington	125.75	32.64%	\$163,206	\$1,298	31.96%	\$108,672	\$864	\$10,000	\$80	\$281,878	
Belmont	33.75	8.76%	\$43,803	\$1,298	9.01%	\$30,638	\$908	\$10,000	\$296	\$84,440	
Bolton	9.75	2.53%	\$12,654	\$1,298	1.94%	\$6,592	\$676	\$10,000	\$1,026	\$29,246	
Boxborough	5	1.30%	\$6,489	\$1,298	1.11%	\$3,761	\$752	\$10,000	\$2,000	\$20,251	\$4,050
Carlisle	8.25	2.14%	\$10,707	\$1,298	2.45%	\$8,325	\$1,009	\$10,000	\$1,212	\$29,033	
Concord	12.25	3.18%	\$15,889	\$1,298	2.49%	\$15,469	\$1,283	\$10,000	\$816	\$41,368	
Dover	5	1.30%	\$6,489	\$1,298	2.49%	\$8,483	\$1,697	\$10,000	\$2,000	\$24,972	
Lancaster	21.75	5.65%	\$28,228	\$1,298	3.35%	\$11,385	\$523	\$10,000	\$460	\$49,614	
Lexington	54.125	14.05%	\$70,247	\$1,298	14.03%	\$47,692	\$861	\$10,000	\$185	\$127,939	
Lincolln	5	1.30%	\$6,489	\$1,298	2.59%	\$8,809	\$1,762	\$10,000	\$2,000	\$25,298	
Needham	29	7.53%	\$37,658	\$1,298	8.67%	\$29,491	\$1,017	\$10,000	\$345	\$77,129	
Stow	24	6.23%	\$31,149	\$1,298	4.47%	\$15,183	\$633	\$10,000	\$417	\$56,331	
Sudbury	14.5	3.76%	\$18,819	\$1,298	3.24%	\$11,022	\$760	\$10,000	\$690	\$39,841	
Wayland	8.875	2.30%	\$11,518	\$1,298	2.99%	\$10,158	\$1,145	\$10,000	\$1,127	\$31,676	
Weston	5	1.30%	\$6,489	\$1,298	3.40%	\$11,574	\$2,315	\$10,000	\$2,000	\$28,064	
<b>Total</b>	<b>385.3</b>	<b>100.00%</b>	<b>\$500,000</b>	<b>\$1,298</b>	<b>34%</b>	<b>\$340,000</b>	<b>\$340,000</b>	<b>\$160,000</b>	<b>16%</b>	<b>\$1,000,000</b>	

Enrollment - Based on 4 year Rolling Average											
Capital Allocation			Min Of 5			Calculation Factor - Ch. 70 Combined Effort Capital Allocation			TOTAL		
Enrollment	Enrollment Count as of October 2011	Enrollment Count as of October 2012	Enrollment Count as of October 2013	Enrollment Based on 4 Year Rolling Average	Percent of Enrollment	Enrollment 4 year Rolling Average	FY15 Total Enrollment	MM Enrollment + Community Foundation Enrollment	Total Combined Effort Yield	TOTAL - Combined Effort Yield @ Minuteman	Combined Effort Capital Assessment Share
Acton	25	20	23	23.3	6.04%	23.3	4,801	0.48%	32,803,838	158,860	3.75%
Arlington	153	125	123	125.8	32.64%	125.8	5,306	2.37%	57,155,630	1,354,565	31.96%
Belmont	30	31	37	33.8	8.76%	33.8	4,099	0.82%	46,380,769	381,886	9.01%
Bolton	11	9	10	9.8	2.53%	9.8	1,022	0.95%	8,612,277	82,162	1.94%
Boxborough	5	5	5	5.0	1.30%	5.0	879	0.57%	8,242,134	46,884	1.11%
Carlisle	12	9	7	8.3	2.14%	8.3	947	0.87%	11,911,991	103,774	2.45%
Concord	7	7	15	12.3	3.18%	12.3	3,039	0.40%	47,833,917	192,815	4.55%
Dover	1	2	1	5.0	1.30%	5.0	1,164	2.19%	24,615,673	105,737	2.49%
Lancaster	26	22	18	21.8	5.65%	21.8	984	0.80%	6,485,683	141,915	3.35%
Lexington	47	53	62.5	54.1	14.05%	54.1	6,744	0.57%	74,070,559	594,465	14.03%
Lincolln	5	4	3	3.8	1.30%	3.8	876	0.57%	19,237,049	109,801	2.59%
Needham	34	27	31	29.0	7.53%	29.0	5,364	0.54%	67,992,775	367,597	8.67%
Stow	22	25	20	24.0	6.23%	24.0	1,270	1.89%	10,014,277	189,246	4.47%
Sudbury	19	15	11	14.5	3.76%	14.5	4,242	0.34%	40,193,980	137,391	3.24%
Wayland	7.5	8.5	8.5	8.9	2.30%	8.9	2,652	0.33%	37,834,611	126,615	2.99%
Weston	4	3	3	3.3	1.30%	3.3	2,326	0.21%	67,113,795	144,269	3.40%
<b>Total</b>	<b>408.5</b>	<b>365.5</b>	<b>372.5</b>	<b>385.3</b>	<b>100.00%</b>	<b>385.3</b>	<b>45,725</b>	<b>13.79%</b>	<b>560,498,956</b>	<b>4,237,981</b>	<b>100.00%</b>

**FOOTNOTES:**  
Debt Service assumes annual payment of \$1,000,000 in Principal and Interest.  
Four Year Rolling Average is based on Minuteman School District - High School enrollment only as of October 1st. Minimum of 5 students per member district.  
Ch. 70 Combined Effort data was based on the FY15 Preliminary Chapter 70 Aid and Net School Spending Requirements dated January 22, 2014.



50% ENROLLMENT - 34% CHAPTER 70 COMBINED EFFORT - 1% EACH MEMBER CAPITAL BASE CONTRIBUTION									
Enrollment Basis					Chapter 70 - Combined Effort Basis				
Member Districts	4 Yr. Rolling Ave Enrollment Debit/Capital Assessment	FY15 Debt/Capital Assessment Share	**Enrollment - 4 year rolling Average	Per Pupil Cost	Combined Effort Capital Assessment Share	Chapter 70 - Combined Effort	Per Pupil Cost	Capital Base Contribution	Per Pupil Cost
Acton	23.25	5.96%	\$29,789	\$1,281	3.71%	\$12,605	\$542	\$10,000	\$430
Arlington	125.75	32.22%	\$161,115	\$1,281	31.61%	\$107,483	\$855	\$10,000	\$80
Belmont	33.75	8.65%	\$43,242	\$1,281	8.91%	\$30,302	\$698	\$10,000	\$296
Bolton	9.75	2.50%	\$12,492	\$1,281	1.92%	\$6,519	\$659	\$10,000	\$1,026
Boxborough	10	2.56%	\$12,812	\$1,281	2.19%	\$7,440	\$744	\$10,000	\$1,000
Carlisle	8.25	2.11%	\$10,570	\$1,281	2.42%	\$8,234	\$998	\$10,000	\$1,212
Concord	12.25	3.14%	\$15,695	\$1,281	4.50%	\$15,300	\$1,249	\$10,000	\$816
Dover	5	1.28%	\$6,406	\$1,281	2.47%	\$8,390	\$1,678	\$10,000	\$2,000
Lancaster	21.75	5.77%	\$27,867	\$1,281	3.31%	\$11,261	\$518	\$10,000	\$460
Lexington	54.125	13.87%	\$69,347	\$1,281	13.87%	\$47,170	\$872	\$10,000	\$185
Lincoln	5	1.28%	\$6,406	\$1,281	2.56%	\$8,713	\$1,743	\$10,000	\$2,000
Needham	29	7.43%	\$37,156	\$1,281	8.58%	\$29,168	\$1,006	\$10,000	\$345
Stow	24	6.15%	\$30,750	\$1,281	4.42%	\$15,017	\$626	\$10,000	\$417
Sudbury	14.5	3.72%	\$18,578	\$1,281	3.21%	\$10,902	\$752	\$10,000	\$690
Wayland	8.875	2.27%	\$11,371	\$1,281	2.95%	\$10,047	\$1,132	\$10,000	\$1,127
Weston	5	1.28%	\$6,406	\$1,281	3.37%	\$11,448	\$2,290	\$10,000	\$2,000
<b>Total</b>	<b>390.3</b>	<b>100.00%</b>	<b>\$500,000</b>	<b>\$1,281</b>	<b>34%</b>	<b>\$340,000</b>	<b>\$2,290</b>	<b>\$160,000</b>	<b>\$1,000,000</b>

Capital Allocation	
Enrollment	Combined Effort
50.0%	34.0%
\$500,000	\$340,000
Total Debt Service	
\$1,000,000	\$340,000
Principal & Interest	
\$1,000,000	\$160,000
Per Community	
1.00%	1.00%

Enrollment - Based on 4 year Rolling Average										
Min Of 5										
Enrollment Count as of October 2013	Enrollment Count as of October 2012	Enrollment Count as of October 2011	Enrollment Count as of October 2010	Total Enrollment Based on 4 Year Rolling Average	Percent of Enrollment Average	Enrollment 4 year Rolling Average	FY15 Total Foundation Enrollment	MM Enrollment + Community Foundation Enrollment	Total Combined Effort Yield	TOTAL - Combined Effort Yield @ Minuteman
25	20	25	23	23.3	5.96%	23.3	4,801	0.48%	32,803,838	158,860
153	125	123	102	125.8	32.22%	125.8	5,306	2.37%	57,155,630	1,354,565
30	31	37	37	33.8	8.65%	33.8	4,099	0.82%	46,380,769	381,886
11	9	10	9	9.8	2.50%	9.8	1,022	0.95%	8,612,277	82,162
10	10	10	10	10.0	2.56%	10.0	879	1.14%	8,242,134	93,767
12	9	7	5	8.3	2.11%	8.3	947	0.87%	11,911,991	103,774
7	7	15	20	12.3	3.14%	12.3	3,039	0.40%	47,833,917	192,815
1	2	2	1	1.5	1.28%	1.5	1,164	0.43%	24,615,673	105,737
47	22	18	21	21.8	5.57%	21.8	994	2.19%	6,485,683	141,915
5	4	3	3	3.8	1.28%	3.8	6,744	0.80%	74,070,559	141,915
34	27	31	24	29.0	7.43%	29.0	5,364	0.54%	67,992,775	367,597
22	25	20	29	24.0	6.15%	24.0	876	0.57%	19,237,049	109,801
19	15	11	13	14.5	3.72%	14.5	4,242	1.89%	40,193,980	189,246
7.5	8.5	8.5	11	8.9	2.27%	8.9	2,652	0.33%	37,834,611	126,615
4	3	3	3	3.3	1.28%	3.3	2,326	0.21%	67,113,795	144,269
<b>Total</b>	<b>413.5</b>	<b>370.5</b>	<b>377.5</b>	<b>390.3</b>	<b>100.00%</b>	<b>390.3</b>	<b>45,725</b>	<b>14.36%</b>	<b>560,488,956</b>	<b>4,284,865</b>

**FOOTNOTES:**  
Debt Service assumes annual payment of \$1,000,000 in Principal and Interest.  
Four Year Rolling Average is based on Minuteman School District - High School enrollment only as of October 1st. Minimum of 5 students per member district.  
Ch. 70 Combined Effort data was based on the FY15 Preliminary Chapter 70 Aid and Net School Spending Requirements dated January 22, 2014.



**50% ENROLLMENT - 34% CHAPTER 70 COMBINED EFFORT - 1% EACH MEMBER CAPITAL BASE CONTRIBUTION**

Member Districts	Enrollment Basis				Chapter 70 - Combined Effort Basis				Capital Base Contribution Basis				TOTAL
	4 Yr. Rolling Ave. Enrollment Debt/Capital Assessment	FY15 Debt/Capital Assessment Share	**Enrollment - 4 year rolling Average	Per Pupil Cost	Combined Effort Capital Assessment Share	Chapter 70 - Combined Effort	Per Pupil Cost	Capital Base Contribution	Per Pupil Cost	Capital Assessment	Per Pupil Cost	TOTAL	
Acton	23.25	5.88%	\$29,412	\$1,265	3.67%	\$12,469	\$536	\$10,000	\$430	\$51,881			
Arlington	125.75	31.82%	\$159,077	\$1,265	31.27%	\$106,320	\$845	\$10,000	\$80	\$75,397			
Belmont	33.75	8.54%	\$42,694	\$1,265	8.82%	\$29,974	\$688	\$10,000	\$236	\$82,669			
Bolton	9.75	2.47%	\$12,334	\$1,265	1.90%	\$6,449	\$661	\$10,000	\$1,028	\$28,783			
Boxborough	15	3.80%	\$18,975	\$1,265	3.25%	\$11,040	\$736	\$10,000	\$667	\$40,015			
Carlisle	8.25	2.09%	\$10,436	\$1,265	2.40%	\$8,145	\$987	\$10,000	\$1,212	\$28,582			
Concord	12.25	3.10%	\$15,497	\$1,265	4.45%	\$15,134	\$1,235	\$10,000	\$816	\$40,631			
Dover	5	1.27%	\$6,325	\$1,265	2.44%	\$8,299	\$1,660	\$10,000	\$2,000	\$24,624			
Lancaster	21.75	5.50%	\$27,514	\$1,265	3.28%	\$11,139	\$512	\$10,000	\$460	\$48,653			
Lexington	54.125	13.69%	\$68,469	\$1,265	13.72%	\$46,610	\$862	\$10,000	\$185	\$125,129			
Lincoln	5	1.27%	\$6,325	\$1,265	2.53%	\$8,618	\$1,724	\$10,000	\$2,000	\$24,943			
Needham	29	7.34%	\$36,686	\$1,265	8.49%	\$28,853	\$995	\$10,000	\$345	\$75,538			
Stow	24	6.07%	\$30,361	\$1,265	6.07%	\$14,854	\$619	\$10,000	\$477	\$55,215			
Sudbury	14.5	3.67%	\$18,343	\$1,265	3.17%	\$10,784	\$744	\$10,000	\$690	\$39,127			
Wayland	8.75	2.25%	\$11,227	\$1,265	2.92%	\$9,938	\$1,120	\$10,000	\$1,127	\$31,165			
Weston	5	1.27%	\$6,325	\$1,265	3.33%	\$11,324	\$2,265	\$10,000	\$2,000	\$31,649			
<b>Total</b>	<b>395.3</b>	<b>100.00%</b>	<b>\$500,000</b>	<b>50%</b>	<b>\$340,000</b>	<b>34%</b>	<b>\$160,000</b>	<b>16%</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>			

Capital Allocation		Enrollment - Based on 4 year Rolling Average		Min Of 5		Calculation Factor - Ch. 70 Combined Effort Capital Allocation	
Enrollment	Combined Effort	Enrollment	Based on 4 Year Rolling Average	Total Enrollment Based on 4 Year Rolling Average	Enrollment 4 year Rolling Average	FY15 Total Enrollment	MM Enrollment + Community Foundation
50.0%	34.0%	23.3	125.8	23.3	23.3	4,801	0.48%
\$1,000,000	\$340,000	102	33.8	125.8	125.8	5,506	2.37%
		37	9.8	33.8	33.8	4,099	0.92%
		9	9.8	9.8	9.8	1,022	0.95%
		15	15.0	15.0	15.0	879	1.71%
		7	8.3	8.3	8.3	3,039	0.40%
		15	12.3	12.3	12.3	1,164	0.43%
		2	1.5	1.5	5.0	994	2.19%
		2	21.8	21.8	21.8	6,744	0.80%
		54	54.1	54.1	54.1	7,475	0.57%
		3	3.8	3.8	5.0	876	0.54%
		27	29.0	29.0	29.0	5,364	0.54%
		25	24.0	24.0	24.0	1,270	1.89%
		15	14.5	14.5	14.5	4,242	0.34%
		8.5	8.9	8.9	8.9	2,652	0.33%
		3	3.3	3.3	5.0	2,326	0.21%
<b>Total</b>	<b>376.5</b>	<b>382.5</b>	<b>378.5</b>	<b>388.8</b>	<b>395.3</b>	<b>45,725</b>	<b>14.93%</b>

Calculation Factor - Capital Base Contribution		Enrollment - Based on 4 year Rolling Average		Min Of 5		Calculation Factor - Ch. 70 Combined Effort Capital Allocation	
Enrollment	Count as of October 2013	Enrollment	Count as of October 2012	Enrollment	Count as of October 2011	Enrollment	Count as of October 2010
Acton	25	20	25	23.3	23.3	23.3	23.3
Arlington	153	125	123	125.8	125.8	125.8	125.8
Belmont	30	31	37	33.8	33.8	33.8	33.8
Bolton	11	9	10	9.8	9.8	9.8	9.8
Boxborough	15	15	15	15.0	15.0	15.0	15.0
Carlisle	12	9	7	8.3	8.3	8.3	8.3
Concord	7	7	7	7.0	7.0	7.0	7.0
Dover	1	2	2	1.5	1.5	1.5	1.5
Lancaster	26	22	18	21.8	21.8	21.8	21.8
Lexington	47	53	54	54.1	54.1	54.1	54.1
Lincoln	5	4	3	3.8	3.8	3.8	3.8
Needham	34	27	31	29.0	29.0	29.0	29.0
Stow	22	25	20	24.0	24.0	24.0	24.0
Sudbury	19	15	11	14.5	14.5	14.5	14.5
Wayland	7.5	8.5	8.5	8.9	8.9	8.9	8.9
Weston	4	3	3	3.3	3.3	3.3	3.3
<b>Total</b>	<b>418.5</b>	<b>376.5</b>	<b>382.5</b>	<b>378.5</b>	<b>388.8</b>	<b>395.3</b>	<b>100.00%</b>

**FOOTNOTES:**  
Debt Service assumes annual payment of \$1,000,000 in Principal and Interest.  
Four Year Rolling Average is based on Minuteman School District - High School enrollment only as of October 1st. Minimum of 5 students per member district.  
Ch. 70 Combined Effort data was based on the FY15 Preliminary Chapter 70 Aid and Net School Spending Requirements dated January 22, 2014.



**50% ENROLLMENT - 34% CHAPTER 70 COMBINED EFFORT - 1% EACH MEMBER CAPITAL BASE CONTRIBUTION**

Member Districts	Enrollment Basis			Chapter 70 - Combined Effort Basis			Capital Base Contribution Basis			TOTAL	
	4 Yr. Rolling Ave Enroll/Capital Assessment	FY15 Debt/Capital Assessment Share	**Enrollment - 4 year rolling Average	Per Pupil Cost	Chapter 70 - Combined Effort	Per Pupil Cost	Capital Base Contribution	Per Pupil Cost	Capital Assessment	Per Pupil Cost	TOTAL
Acton	23.25	5.81%	\$29,044	\$1,249	\$12,335	\$531	\$10,000	\$430	\$51,380		
Arlington	125.75	31.42%	\$157,089	\$1,249	\$105,182	\$836	\$10,000	\$80	\$272,271		
Belmont	33.75	8.43%	\$42,161	\$1,249	\$29,653	\$879	\$10,000	\$296	\$81,815		
Bolton	9.75	2.44%	\$12,180	\$1,249	\$6,380	\$654	\$10,000	\$1,026	\$28,560		
Boxborough	20	5.00%	\$24,984	\$1,249	\$14,562	\$728	\$10,000	\$500	\$49,546		
Carlisle	8.25	2.06%	\$10,306	\$1,249	\$8,058	\$977	\$10,000	\$1,212	\$28,364	\$2,477	
Concord	12.25	3.06%	\$15,303	\$1,249	\$14,972	\$1,222	\$10,000	\$916	\$40,275		
Dover	5	1.25%	\$6,246	\$1,249	\$8,210	\$1,642	\$10,000	\$2,000	\$24,457		
Lancaster	21.75	5.43%	\$27,171	\$1,249	\$11,020	\$507	\$10,000	\$460	\$48,190		
Lexington	54.125	13.52%	\$67,614	\$1,249	\$46,160	\$853	\$10,000	\$185	\$123,774		
Lincoln	5	1.25%	\$6,246	\$1,249	\$8,526	\$1,705	\$10,000	\$2,000	\$24,772		
Needham	29	7.25%	\$36,227	\$1,249	\$28,544	\$984	\$10,000	\$345	\$74,771		
Stow	24	6.00%	\$29,981	\$1,249	\$14,695	\$612	\$10,000	\$417	\$54,676		
Sudbury	14.5	3.62%	\$18,114	\$1,249	\$10,668	\$736	\$10,000	\$690	\$38,782		
Wayland	8.875	2.22%	\$11,087	\$1,249	\$9,832	\$1,108	\$10,000	\$1,127	\$30,918		
Weston	5	1.25%	\$6,246	\$1,249	\$8,210	\$1,642	\$10,000	\$2,000	\$27,449		
<b>Total</b>	<b>480.3</b>	<b>100.00%</b>	<b>\$500,000</b>	<b>\$1,249</b>	<b>\$340,000</b>	<b>\$2,240</b>	<b>\$160,000</b>	<b>\$2,000</b>	<b>\$1,000,000</b>	<b>16%</b>	

Capital Allocation		Enrollment - Based on 4 year Rolling Average		Calculation Factor - Capital Base Contribution	
Enrollment	Combined Effort	Enrollment	Count as of	Enrollment	Count as of
50.0%	34.0%	20	October 2012	25	October 2011
\$1,000,000	\$340,000	153	October 2013	123	October 2011
		30		37	
		11		10	
		20		20	
		12		7	
		7		15	
		1		2	
		26		18	
		47		53	
		5		4	
		34		27	
		22		20	
		19		15	
		7.5		8.5	
		4		3	
<b>Total</b>	<b>\$500,000</b>	<b>380.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>

Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average	
Enrollment	Count as of										
25	October 2013	20	October 2012	25	October 2011						
153	October 2013	123	October 2011								
30		37		37		37		37		37	
11		10		10		10		10		10	
20		20		20		20		20		20	
12		7		7		7		7		7	
7		15		15		15		15		15	
1		2		2		2		2		2	
26		18		18		18		18		18	
47		53		53		53		53		53	
5		4		4		4		4		4	
34		27		27		27		27		27	
22		20		20		20		20		20	
19		15		15		15		15		15	
7.5		8.5		8.5		8.5		8.5		8.5	
4		3		3		3		3		3	
<b>Total</b>	<b>423.5</b>	<b>380.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>

Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average		Enrollment - Based on 4 year Rolling Average	
Enrollment	Count as of										
25	October 2013	20	October 2012	25	October 2011						
153	October 2013	123	October 2011								
30		37		37		37		37		37	
11		10		10		10		10		10	
20		20		20		20		20		20	
12		7		7		7		7		7	
7		15		15		15		15		15	
1		2		2		2		2		2	
26		18		18		18		18		18	
47		53		53		53		53		53	
5		4		4		4		4		4	
34		27		27		27		27		27	
22		20		20		20		20		20	
19		15		15		15		15		15	
7.5		8.5		8.5		8.5		8.5		8.5	
4		3		3		3		3		3	
<b>Total</b>	<b>423.5</b>	<b>380.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>	<b>387.5</b>

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Debt Service assumes annual payment of \$1,000,000 in Principal and Interest.  
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