

~~The Regional Agreement~~
between
The Town of Lincoln and The Town of Sudbury

with respect to the formation of a Regional
School District, as amended

The following agreement as it stands has been changed from the original agreement of 1954 as the result of six amendments.

Amendment 1 changed the details of apportioning State and Federal Aid in Section 5 (f), and was adopted in 1966.

Amendment 2 changed the method of electing members of the School Committee in Section 1, and was adopted in 1970.

Amendment 3 changed the dates in Section 5 (Apportionment of Expenses) as a result of the change from a calendar year to a fiscal year, and was adopted in 1973.

Amendment 4 changed the dates for considering and adopting an annual budget in Section 9, again as a result of the change from a calendar year to a fiscal year, and was adopted in 1974.

Amendment 5 changed the method of apportioning District revenues and expenditures in Section 5, Section 7 and Section 9 and established the Excess & Deficiency Fund. It was adopted in 1988.

Amendment 6 changed the method by which town meetings amend the Regional Agreement by eliminating the need for paper ballots, and was adopted in 1988.

Marcia A. Roehr
Secretary to the School Committee

May 18, 1988

This Agreement entered into pursuant to Chapter 71 of the General Laws of Massachusetts as amended.

WITNESSETH that

WHEREAS the Towns of Lincoln and Sudbury desire to form a Regional School District under provision of said Chapter 71; and

WHEREAS such Towns desire to enter into an Agreement provided by said Chapter 71,

NOW THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the Towns of Lincoln and Sudbury do mutually agree as follows:

1. Number, Composition, Method of Selection and Terms of Office of the Members of the Regional District School Committee. The powers and duties and liabilities of the Regional School District shall be vested in and exercised by a Regional School District Committee. Such Committee shall consist of six members to be elected by all of the voters of Regional District voting in an annual District election to be held the last Monday in March as hereinafter provided. The term of office of each member shall be three years and until his successor has been elected and qualified. Two members shall be elected at each annual District Election commencing with the first such election to be held next following the effective date of the Second Amendment to this Agreement. A member of the Regional School District Committee must be a resident of the District. A quorum shall be four. Vacancies which occur on the Regional School District Committee shall be filled by the remaining members of the Committee acting together with the Chairman of the Board of Selectmen of each member town. The appointee filling such vacancy shall serve until the next Regional District election and until his successor has been elected and qualified. At the next Regional District election following the occurrence of such vacancy, a successor to serve for the balance of the unexpired term, if any, shall be elected. The members of the Regional School District Committee incumbent on the effective date of said Second Amendment shall hold office until the year in which their terms would ordinarily expire and until their successors have been elected and qualified as herein before provided.

Nomination papers for membership in the District Committee shall be filed with the Secretary of the District within the time allowed by Massachusetts General Laws relating to filing nominations with the town clerk in town elections and Sections 114 and 115 of Chapter 41 of the

General Laws shall so far as apt apply to nominations for the Regional District School Committee, except that the signatures of at least fifty registered voters of the Regional District shall be required for such nomination. The Annual Election shall be called and held in the manner provided for a calling and holding of an election pursuant to Section 16(n) of Chapter 71 of the General Laws so far as applicable.

Notwithstanding, the foregoing provisions of this section to the contrary, in the event the annual town elections in all the member towns shall be held on the same day as the annual District election, the annual District election may be combined with and held as part of the annual town elections in each member town and the following additional provisions shall be applicable, to wit,

- (a) The Secretary of the Regional School District shall promptly upon receipt thereof certify to the town clerk of each member town the name and address of each candidate for the Regional School District whose nomination papers have been properly filed.
- (b) The Warrant for the Annual Regional School District Election shall state that said election will be held at the same time and place as the annual town election in the member towns.
- (c) The ballot, whether printed or by voting machine, for the Annual Regional School District election may be prepared separately or with the consent of the Selectmen in all member towns may be included with and prepared as part of the ballot of the annual town election.

The town clerk in each of the member towns shall promptly certify to the Regional District Committee the result of the voting in that member town. Newly elected or appointed members of the Regional School District Committee shall be sworn to the faithful performance of the duties of the office by the Secretary of the Regional School District Committee or by the Town Clerk of the town in which he resides, who shall file a record of said oath with the Secretary of the Regional School District. Any recount petitions shall be filed with the Secretary of the School District.

2. Location of Regional District School. The Regional District School shall be located in the northeast portion of the Town of Sudbury within a radius of two and one-half miles of the junction of the two Towns.

3. Type of Regional District School. The Regional District School shall be a Senior High School consisting of Grades 9 through 12, inclusive.

The Regional District School Committee is hereby authorized to establish and maintain State-aided Vocational Education, acting as trustees therefor, in accordance with the provisions of Chapter 74, General Laws, and Acts mandatory thereto, or dependent thereon; if the Regional District School Committee deems it desirable.

4. Student Membership - Transfer Date - Tuition Pupils. The membership of the Regional School District shall include all students residing in the member Towns in Grades 9 through 12 educated at the expense of the member Town or the Regional School District.

Jurisdiction over, and responsibility for, the educational needs of such membership shall not be transferred from the local School Committees of the member Towns to the Regional District School Committee until the Student Transfer Date which shall be September 1, 1956, unless prior thereto the Regional District School Committee and the local School Committees of each of the member Towns agree upon the establishment of an earlier Student Transfer Date.

On the Student Transfer Date, the Regional District School Committee shall assume exclusive jurisdiction over, and responsibility for, the educational needs of the membership except that students of a member Town who attended High Schools outside of their Town on a tuition basis, at their Town's expense, prior to the Fall of the year that the Regional District School is prepared to accept students and who would enter Grades 11 and 12 in the Fall of such year, may finish their High School education at such High Schools outside of their Town at the Regional School District's expense. Notwithstanding the other provisions of this Agreement relating to the apportionment of operating expenses, there shall be apportioned to the respective member Towns, the entire amount, if any, by which the tuition paid by the Regional District School Committee for the students from such town exceeds the average per pupil operating cost of the Regional School District as determined by said

Committee exclusive of such tuition pupils multiplied by the number of such tuition pupils from such town.

Students residing outside the Regional School District may attend the Regional District School upon the approval of the Regional District School Committee and the payment of tuition as determined by such Committee.

Pursuant to such terms and conditions as it may prescribe the Regional District School Committee may authorize the use of Regional School District facilities by member towns or citizens thereof for such purposes as the said Committee may deem in keeping with the civic purpose of such facilities, provided no use may be authorized under this paragraph which would interfere with the use of such facilities for the purposes of the Regional School District.

5. Apportionment of Expenses and Other Items

(a) Apportionment of Costs

The several costs of construction and operation of the District and payments of principal of and interest on its bonds, notes and other obligations shall be apportioned to the member towns as follows: each member town's share for each fiscal period shall be determined by computing the ratio which the sum of its pupil enrollments in the regional school district on October 1 of the three years next preceding the start of such fiscal period bears to the sum of the pupil enrollments in the regional school district of all the member towns on October 1 of the same three years. The Treasurer of each member town shall pay to the Treasurer of the District the amount of such town's share of each installment of principal of and interest on bonds, notes and other obligations of the District at least thirty days before the due date thereof. The Treasurer of each member town shall pay to the Treasurer of the District the amount of such town's apportioned and certified share of all other expenses in twelve equal installments on the tenth day of each month.

(b) Apportionment of State and Federal Aid

Any Federal, State or other aid or grants received by the District shall be credited by the District to its budgeted expenses, and the apportionment to

the member towns under subpart (a) above shall be the net costs after the application of said aid or grants.

(c) Miscellaneous Income Defined

Miscellaneous Income shall include all income of the District other than the assessments paid by the member towns pursuant to subpart (a) above and any Federal, State or other aid or grants.

(d) Excess and Deficiency Fund

All unexpended funds, or any portion thereof, may in the discretion of the Regional District School Committee and with the written approval of the Finance Committees of each of the member towns, be paid into the Excess and Deficiency Fund provided, however, that at no time shall the total of the sums in the Excess and Deficiency Fund exceed five percent (5%) of the total District budget for the succeeding fiscal period. Monies in the Excess and Deficiency Fund may be expended, in the discretion of the Regional District School Committee for any of the following purposes: (i) to meet extraordinary and non-recurring costs attributable to the operation and maintenance of the Regional District School; (ii) to pay any other extraordinary costs when amounts from the sources described in subparts (a), (b), and (c) above are insufficient to pay such costs; or (iii) to reduce the assessment to the member towns in any fiscal period. Any such reduction of the assessment shall be in accordance with apportionment ratios set forth in subpart (a) above for the fiscal period in which such reduction occurs. Monies paid into the Excess and Deficiency Fund shall be deemed received and reserved for special purposes within the meaning of Section 9.

6. Transportation. Transportation to and from the Regional District School and any other transportation for Regional School purposes shall be the responsibility of the Regional School District and its cost shall be an ordinary operating expense.

7. Separation - Admission of Other Towns. No member Town may separate from the District except as herein provided. If no bonds or other evidence of indebtedness have

been issued by the Regional School District or if all such bonds or other indebtedness shall have been paid in full or the member Town which desires to separate shall have paid its share of installments of principal and interest of such indebtedness to date and shall have made irrevocable deposit in the name of the District with a Massachusetts bank or trust company having combined capital or surplus of not less than Five Million Dollars (5,000,000) of funds for the purpose sufficient to meet such Town's share of any future maturing installments of principal and interest on any such bonds or other indebtedness, such Town may, upon the giving of at least one year's written notice of its intention to do so pursuant to a majority vote of the voters present and voting on the question at an Annual or Special Meeting of such Town called for the purpose, withdraw from the Regional School District at the conclusion of the School term normally scheduled to end in the month of June. The Regional School District may withdraw the funds so deposited and use the same only for the payment of the share of interest and principal on its bonds or other evidences of indebtedness, which would otherwise have been apportioned to and paid by such withdrawing Town. Until such future maturing installments have been discharged, however, the withdrawing Town shall, to the extent thereof, remain liable with respect to such bonds or other indebtedness as if it had not withdrawn. The withdrawing Town's share of future maturing principal and interest shall be computed in accordance with Section 5(a), with credit for State aid as provided in Section 5(b), at the time of giving of such notice.

By an amendment of this Agreement adopted by each member Town in accordance with Section 8 and complying with the proviso therein contained, any other Town or Towns may be admitted to the Regional School District upon adoption as therein provided of such amendments and upon acceptance of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

8. Amendment of Agreement. This Agreement may be amended in any manner approved by a majority vote of those present and voting on the question at an Annual Meeting or a Special Meeting called for the purpose in the member Towns, provided that no such amendment shall adversely affect any obligation previously contracted by the Regional School District or affect in any adverse manner the liability of the Regional School District or of the respective member Towns on or with respect to the payment of principal of or interest on any bonds or other evidences of indebtedness issued by the

Regional School District, provided that this provision shall not prevent the admission of new towns to the District and the reapportionment accordingly of that part of the cost of construction represented by bonds or notes of the District then outstanding and of interest thereon.

A proposal for amendment may be initiated by the Board of Selectmen of a member Town, by a majority of all the members of the Regional District School Committee or by a signed petition bearing the signatures of five hundred (500) registered voters of the District, provided the petition shall contain the signatures of at least one hundred (100) registered voters from each member Town. Said petition shall also contain, at the end thereof, a certification by the Town Clerks of the respective member Towns as to the number of signatures on the petition which appear to be the names of registered voters from that Town. Any such proposal for amendment shall be presented to the Secretary of the Regional School District Committee who 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 received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen in each member Town shall include in the warrant for the next Annual Town Meeting or for a Special Town Meeting called for the purpose, an article stating the proposal or the substance thereof. When a majority of those present and voting upon the question in all the member Towns shall have approved a proposal for amendment, said amendment shall be adopted thereby and thereupon become a part of this Agreement.

9. Preparation and Submission of Budgets. Within sixty days after the Regional District School Committee is organized, it shall prepare a reasonably detailed budget of expenses of the balance of the calendar year. Copies of such budget shall be submitted for approval to the Finance Committee and the Selectmen of the member Towns. The amount of the budget thus approved shall be apportioned between the member Towns according to their respective apportionment factors as of the preceding October 1st and shall then be delivered by the Regional District School Committee to its Treasurer for certification of the respective share thereof to each member Town. The sums thus certified shall be payable by each member Town to the Regional District School Committee only from funds appropriated by each member Town for such purpose, if any.

Thereafter, at the ~~opening of each academic year in~~ September, the ~~Regional District School Committee shall as~~ promptly as practicable proceed with the preparation of a tentative budget for the ~~ensuing fiscal period~~ including provision for any installment of principal or interest to become due in such period on any bonds or other evidences of indebtedness of the District. Such tentative budget shall be in reasonable detail, including the amount payable under the following classification of expenses and such other classifications as may be necessary:

General Control, including salaries of the Superintendent, Attendance Officers, Census Enumerators, and all personnel employed in the Superintendent's Office; School Committee Expense, traveling expense, supplies, postage, and other miscellaneous expense.

Expenses of Instruction, including salaries of teachers, principals and other instructional personnel, clerks in the principal's office, traveling expenses, stationery, postage and other miscellaneous expenses of the principal's office, textbooks and instructional supplies.

Operation of School Plant, including salaries of custodial personnel, fuel, custodial supplies, telephone and other miscellaneous expenses of operation.

Maintenance of School Plant, including all expenditures made for the installation, repair or replacement of grounds, buildings or equipment.

Auxiliary Agencies, including libraries, health services, transportation, tuition, physical education, lunchrooms and miscellaneous expenses.

Outlay, including expenses for alterations of grounds and buildings; and new equipment such as furniture, furnishings, instructional equipment and laboratory apparatus.

Vocational Education, including tuition to State aided Vocational Schools.

Debt Service, including principal and interest payments.

All non-recurring expenditures shall be itemized. From the total of said budget there shall be deducted any surplus of receipts for the preceding fiscal period, excepting those received and reserved for special purposes, over said cost

and expenses for that period. Upon the preparation of such tentative budget for any fiscal period and not later than thirty days prior to the date on which the final budget is to be adopted, copies of the tentative budget shall be presented and explained to the Finance Committee in each member Town and within sixteen days thereafter the Regional District School Committee shall hold a public hearing in each member Town after posting in at least three public places at least three days in advance thereof in such town, a notice signed by the Secretary of the Regional District School Committee stating the time, place and purpose of the hearing at which it shall present the proposed Regional School tentative budget and shall answer any reasonable inquiries with respect thereto. Promptly after the holding of such hearings, the Regional District School Committee shall meet for the purpose of adopting a final budget with such modifications in their tentative budget as they may consider necessary or desirable. Failure to give notice or hold hearing as herein prescribed shall not invalidate the proceedings for adopting a budget. 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 1 of such period (provided that said budget need not be adopted earlier than February 1), the Committee shall adopt a budget for the ensuing fiscal period and apportion the amount thereof between the member towns according to their respective apportionment ratios as set forth in Section 6(a).

The budget thus adopted shall then be delivered to the Treasurer for the certification of such adjusted apportioned amounts to the respective member Towns.

10. Subcommittees. The Regional District School Committee may from time to time create subcommittees, the members of which need not be members of the Regional District School Committee, and assign to such committees, subject to the supervision of the Regional District School Committee, such advisory functions as the Regional District School Committee may determine. Without limiting the generality of the foregoing, the Regional District School Committee may, to assist it in the construction of the Regional School Building, appoint a Building Committee to advise it with respect to plans, specifications, appointment of architects, engineers, the letting of contracts, the supervision of construction, and any other assistance which the Regional School Committee may desire.

11. Agreement Not to Limit Statutory Powers. Except as otherwise expressly provided herein, no provision of this Agreement shall in any manner be deemed to limit any power now or hereafter conferred by law upon the Regional School District or the Regional District School Committee established hereby.