

12/4/15, Dan Dunn
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Draft for proposed 2016 revised Minuteman School Regional Agreement

1. Main Text

The proposed text is identical to the proposed 2014 revised agreement, with the following changes and additions.

2. Membership/Withdrawal

Modify SECTION IX: WITHDRAWAL

1. General Withdrawal Process...

2. Initial Procedure for Withdrawal. Consistent with 603 CMR 41.03(2), the communities of...

[Insert "Declarant" Communities]

...withdraw from the District effective the beginning of the fiscal year following the Commissioner of Education's approval of the 2016 Amended Regional Agreement, all of the following requirements having been met by each departing member:

- (a) Voted by simple majority of its legislative body to confirm its commitment to withdraw from the District on or before February 16, 2016;
- (b) Voted to approve the 2016 Amended Regional Agreement on or before February 16, 2016; and
- (c) Approval of the 2016 Amended Regional Agreement by the Commissioner of Education.

A vote by any member to adopt the 2016 Amended Regional Agreement shall also constitute approval of the withdrawal of...[Insert Declarants] from the District pursuant to the Initial Withdrawal Process.

3. Host Community Provisions

Replace Section III LOCATION OF THE REGIONAL DISTRICT SCHOOL in its entirety with:

SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL

(A) The regional district school shall be located within the geographical limits of the District, provided that if a community where the school is located ceases to be a district member, the school may continue to be located in that community.

(B) The parties anticipate that for the foreseeable future the regional district school will continue to be located at the present campus which consists of land in the towns of Lexington and Lincoln located along the boundary between those towns. In consideration thereof, beginning in FY2018, the District shall pay \$138,000 to the Town of Lincoln as a host community contribution. The annual payment shall be made by June 1 of each fiscal year, and shall be adjusted annually in accordance with the change in the Greater Boston Consumer Price Index, All Items, during the preceding complete fiscal year. In the event that the regional district school ceases to be located at the above described campus, the effect of provisions of this paragraph (B) will cease, and no further such payments will be due after that date.

4. Out of District Tuitions

*In Section X TUITION STUDENTS:
Renumber first paragraph as (A) and add:*

(B) Subject to state law, effective June 30, 2018, it shall be the policy of the District to admit out of district students only based on tuitions and charges equal or greater than the District's similarly calculated average per pupil cost for in-district communities as determined by the School Committee. Exceptions to this policy may only be made by two-thirds weighted vote of the School Committee.

Alternate version of (2), Membership/Withdrawal

Retitle SECTION II TYPE OF REGIONAL SCHOOL DISTRICT:

SECTION II TYPE OF REGIONAL SCHOOL DISTRICT AND DISTRICT MEMBERSHIP

Renumber first paragraph of SECTION II as (A) and add:

- (B) Subject to the provisions of paragraph (C) the members of the district shall be the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Dover, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland, and Weston.
- (C) The towns of [Boxborough(?), Sudbury(?), [?], [?], Wayland, and Weston] ("reorganization withdrawing towns" or "RWTs") shall withdraw from and cease to be members of the District on the first July 1 after the first December 1 following approval of this agreement by the State Commissioner of Education.
- (D) The terms of School Committee members representing RWTs shall end on the withdrawal date. No RWT shall have any right or claim onto the assets of the District. RWTs shall continue to be responsible for their respective shares of the District's indebtedness as of the withdrawal date, except that no RWT shall be responsible for District debt incurred after December 10, 2015.