

AGREEMENT WITH RESPECT TO THE ESTABLISHMENT
OF A VOCATIONAL REGIONAL SCHOOL DISTRICT

This agreement is entered into pursuant to Chapter 703 of the Acts of 1962 as amended by Chapter 682 of the Acts of 1963 by and among the cities of Chelsea, Malden, Melrose, Revere and Woburn, and the towns of North Reading, Reading, Saugus, Stoneham, Wakefield, Winchester and Winthrop (or by and among any two or more of said cities and any two or more of said towns as shall accept said Chapter 703).

In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I. THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition. Reference to Non-Accepting Municipalities

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee hereinafter sometimes referred to as the Committee. The Committee shall consist of one member from each member municipality. Members shall be elected except as provided in subsection I (B). All members shall serve until their respective successors are elected and qualified. Any references in this agreement to any municipality which does not accept the provisions of Chapter 703 of the Acts of 1962 as amended by Chapter 682 of the Acts of 1963 shall be deemed to be stricken from this agreement.

(B) Initial Committee

Within ten days after the establishment of the regional school district, the mayor of each member city and the moderator of

each member town shall appoint one member to serve on the Committee. Each of the members so appointed shall have been a member of the regional school district planning board which submitted this agreement if such a person is available and willing to serve. The members so appointed shall serve until their respective successors are elected as provided in subsection I (C) and qualified.

(C) Elected Members

At the regular biennial city elections next following the establishment of the District and at every second regular biennial city election thereafter, each member city shall elect one member to serve on the Committee for a term of four years, commencing on the first Monday in January next following each such election. At the annual town elections in the year next following the establishment of the District and at every fourth annual town election thereafter, each member town except Saugus shall elect one member to serve on the Committee for a term of four years, commencing on the day following each such election. At its regular biennial election next following the establishment of the District and at every second regular biennial election thereafter, the town of Saugus shall elect one member to serve on the Committee for a term of four years commencing on the first Monday in January next following each such election.

(D) Vacancies

Any vacancy occurring among the members of the initial committee appointed under subsection I (B) shall be filled in the

same manner as the original appointment. If a vacancy occurs among the members elected by a member town under subsection I (C), the local school committee members and the selectmen from the town involved, acting jointly, shall appoint a member to serve until the next annual town election, or in the case of the town of Saugus until its next regular biennial election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the members elected by a city under subsection I (C), the local school committee members and the members of the city council from the city involved, acting jointly, shall appoint a member to serve until the next regular biennial city election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

(E) Organization

Promptly upon the appointment and qualification of the members of the initial Committee and on April 1 of each year thereafter, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership. At the same meeting, or at any other meeting, the Committee shall appoint a treasurer and a secretary, who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairman and vice chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular

meetings and provide for the calling of special meetings.

(F) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon it by this agreement and such other additional powers and duties as are specified in Chapter 703 of the Acts of 1962 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 DISTRICT SCHOOL

The regional district school shall be a vocational technical high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon.

SECTION III. LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school or schools shall be located within the geographical limits of the District and within a radius of five miles from the line where Main Street intersects the cities of Malden and Melrose.

SECTION IV. APPORTIONMENT AND PAYMENT OF COSTS
INCURRED BY THE DISTRICT

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member municipalities, 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, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other cost incidental to placing school buildings and additions and related structures and premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or 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 and Operating Costs

Capital and operating costs for each fiscal year shall be

apportioned to the member municipalities on the basis of their respective pupil enrollments in the regional district school. Each member municipality's share of capital and operating costs for each fiscal year shall be determined by computing the ratio which that municipality's pupil enrollment in the regional district school on October 1 of the year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member municipalities in the regional district school on the same date. In the event that enrollment in the regional district school has not been accomplished by October 1 of any such year, capital and operating cost shall be apportioned on the basis of enrollment in grades nine through twelve of member municipality and receiving education at such municipality's expense on October 1 of such year.

(E) Times of Payment of Apportioned Costs

Each member municipality shall pay to the District in each 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) the annual share of each member municipality shall be paid in such amounts at such time 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	50%
March 1	75%
June 1	100%

SECTION V. BUDGET

(A) Initial Budget

Within sixty days after the initial Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee of each member town and to the mayor of each member city for their 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 municipalities according to the provisions of Section IV herein. The regional district treasurer shall certify to the treasurer of each member municipality its respective share of said budget. The sums thus certified shall be payable by the member municipalities to the regional district school committee but only from funds which may be or may have been appropriated by the member municipalities 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 year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member municipalities. On or before February 15 the said Committee shall submit to the mayor of each



member city and to the chairman of the finance or advisory committee of each member town a copy of such tentative operating and maintenance budget which shall be itemized as follows or be in such further detail as the Committee may deem advisable:

1. Administration
2. Instruction Day
3. Instruction Special Education
4. Other School Services
5. Operation and Maintenance
6. Fixed Charges - Insurance
7. Acquisition and Equipment
8. Debt Services

(C) Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current capital costs as separate items, all in conformity with the provisions of Massachusetts General Laws, Chapter 71, section 16B.

(April 30th)

(D) Incurring of Debt

Not later than seven days after the date on which the Committee authorizes the incurring of debt other than temporary debt in anticipation of revenue to be received from member municipalities, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt shall be submitted to the city council of each member city and to the board of selectmen of each member town.

SECTION VI. TRANSPORTATION

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

SECTION VII. AMENDMENTS

(A) Limitations

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds, notes or other obligations of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new municipality or municipalities 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 municipality (which shall be acted upon as provided in Section IX), may be initiated by a majority vote of all the members of the Committee or by a petition signed by at least 10% of the registered voters of any one of the member municipalities. In the latter case, the said petition shall contain at the end thereof a certification by the town or city clerk of such member municipality as to the number of registered voters in said municipality according to its most recent

voting list and the number of signatures on the petition which appear to be the names of registered voters of said municipality and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall give notice in writing to the city council of each member city and to the board of selectmen of each member town 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). Such notice shall be given by mailing by registered or certified mail to the city or town clerk of each member municipality. 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 substance thereof. The city council of each member city shall vote on the question of accepting the proposal at a regular or a special meeting of the council within sixty days following receipt of such notice. Amendments shall take effect upon their acceptance by at least two thirds of all the member municipalities, acceptance by each member town to be by a majority vote at a town meeting as aforesaid and acceptance by each member city to be by a majority vote of all the members of its city council.

SECTION VIII. ADMISSION OF ADDITIONAL MUNICIPALITIES
TO THE DISTRICT

By an amendment of this agreement adopted under and in accordance with Section VII above, any other municipality or municipalities may be admitted to the regional school district upon

adoption as therein provided of such amendment and upon acceptance by the municipality or municipalities seeking admission 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 an amendment.

SECTION IX. WITHDRAWAL

(A) Limitations

The withdrawal of a member municipality from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member municipality seeking to withdraw shall, by vote at an annual or special town meeting in the case of a town or by vote of the city council in the case of a city, request the regional district school committee to draw up an amendment to this agreement setting forth the terms by which such municipality may withdraw from the District, provided (1) that the municipality seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the regional school district treasurer to the treasurer of the withdrawing municipality, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said municipality 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 municipality had not withdrawn from the District.

(B) Procedure

The clerk of the municipality seeking to withdraw shall notify the Committee in writing that such municipality has voted to request the Committee to prepare an amendment to this agreement (enclosing a certified copy of such vote). Thereupon the Committee shall draw up an amendment to this agreement setting forth such terms of withdrawal as it seems advisable but subject to the limitations contained in subsection VII (A). The secretary of the Committee shall give notice in writing to the city council of each member city and to the board of selectmen of each member town that the Committee has drawn up an amendment to this agreement providing for the withdrawal of a member municipality (enclosing a copy of such amendment). Such notice shall be given by mailing by registered or certified mail to the city or town clerk of each member municipality. 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 substance thereof. The city council of each member city shall vote on the question of accepting such amendment at a regular or a special meeting of the council within sixty days following receipt of such notice. Such amendment shall take effect upon its acceptance by at least two thirds of all the member municipalities of which one shall be the member municipality seeking to withdraw, acceptance by each member town to be by a majority vote at a town meeting as aforesaid and acceptance by each member city to be by a majority vote of all the members of its city council.

(C) Cessation of Term of Office of Withdrawing Municipality's Member

Upon the effective date of withdrawal the term of office of the member serving on the Committee from the withdrawing municipality shall terminate and the total membership of the Committee shall be decreased accordingly.

(D) Payments of Certain Capital Costs Made by a Withdrawing Municipality

Money received by the District from the withdrawing municipality for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.00.

(E) Apportionment of Costs After Withdrawal

The withdrawing municipality's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such municipality at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any municipality or municipalities which have withdrawn shall be apportioned to the remaining member municipalities in the manner provided in subsection IV (D) or as may be otherwise provided in the amendment providing for such withdrawal.

SECTION X. ADMISSION OF PUPILS RESIDING OUTSIDE THE DISTRICT

The Committee may accept for enrollment in the regional district school pupils from municipalities other than the member municipalities on a tuition basis. Income received by the District from tuition pupils 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 municipalities.

SECTION XI. ADVISORY COMMITTEES

The regional DISTRICT school committee may, to assist it in the construction of any 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 district school committee may desire. The members of any such committee shall serve without compensation.

SECTION XII. ANNUAL REPORT

The Committee shall submit an annual report to each of the member municipalities containing a detailed financial statement and a statement showing the method by which the annual charges assessed against each municipality were computed, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the city council of any member city or by the selectmen of any member town.

Amendment No. 1, which included Section V(A) and Section V(B), as amended by vote of the District School Committee meeting in special session on November 14, 1973, in accordance with the provisions of Chapter 1025 of the Acts of 1973.

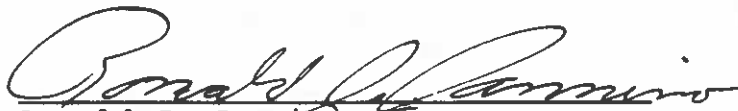
Attest:



Peter A. Rossetti
Chairman, District School Committee

Amendment No. 2, which included Section IV(D), Section IV(E), Section V(B) and Section V(C), as amended by vote of the District School Committee meeting in regular session on November 14, 1991, in accordance with the provisions of Section VII of said Agreement, including the ratification of more than the required two-thirds of the member municipalities.

Attest:



Ronald J. Jannino
Chairman, District School Committee