

**AGREEMENT BETWEEN THE TOWNS OF LINCOLN AND SUDBURY,
MASSACHUSETTS, WITH RESPECT TO THE FORMATION OF THE LINCOLN
SUDBURY REGIONAL SCHOOL DISTRICT, RESTATED AND AMENDED**

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 (herein, “Member Town(s)”) formed the Lincoln-Sudbury Regional School District (the “Regional School District” or “District”) under provision of said Chapter 71, sections 14 to 16I of the General Laws; and

WHEREAS, such Member Towns and wish to amend in full this Agreement as provided by said Chapter 71, sections 14 to 16I of the General Laws.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the Member Towns 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 (the “Committee”). Such Committee shall consist of six members to be elected at large by all of the voters of the Member Towns in accordance with Chapter 20 of the Acts of 1971, voting at the Annual District Election. The term of office of each member shall be three years and until their successor has been elected, certified and duly sworn-in and the Annual Town Meeting of both Member Towns has been completed. A member of the Committee must be a resident of one of the Member Towns. A quorum of the Committee shall be four.

Vacancies that occur on the Committee shall be filled by the remaining members of the Committee acting together with the Chair of the Select Board of each Member Town. The appointee filling such vacancy shall serve until the next Annual District Election and until their successor has been elected, certified and duly sworn-in. At the next Annual District Election following the occurrence of such vacancy, a successor to serve for the balance of the unexpired term, if any, shall be elected.

Nomination papers for membership on the Committee shall be submitted through the district clerk and filed with the town clerk of each Member Town. The Annual District 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 at the same time and place as the Annual Town Elections in each Member Town and the following additional provisions shall be applicable, to wit,

- (a) The district clerk shall promptly upon receipt thereof certify to the town clerk of each Member Town the name and address of each candidate for the Committee whose nomination papers have been properly filed, to be included on the ballot in each Member Town.
- (b) The warrant for the Annual District Election shall state that said election will be held at the same time and place as the Annual Town Elections in the Member Towns.
- (c) The ballot, whether printed or by voting machine, for the Annual District Election may be prepared separately or with the consent of the Select Boards in all Member Towns may be included with and prepared as part of the ballot of the Annual Town Elections.
- (d) The Member Towns may, by a memorandum of agreement, establish such additional details concerning the conduct of the Annual District Election not otherwise addressed by Section 1(c) of this Agreement as may be needed to ensure compliance with state law and consistent implementation of this section by both Member Towns.

The town clerk in each of the Member Towns shall promptly certify to the Committee the result of the voting in that Member Town. Newly elected or appointed members of the Committee shall be sworn to the faithful performance of the duties of the office by the district clerk. Any recount petitions shall be filed with the District clerk, who shall notify the town clerk for each Member Town.

2. Location of District. The District 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 Member Towns.

3. Type of District. The District shall be an academic regional school district consisting of Grades 9 through 12, inclusive.

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

4. Enrollment. Enrollment in the District's school(s) shall be limited to students residing in the Member Towns in Grades 9 through 12, or as otherwise permitted by law.

Pursuant to such terms and conditions as it may prescribe and as permitted by law and regulation, the Committee may authorize the use of District facilities for such purposes as the Committee may deem in keeping with the civic purpose of such facilities, provided no use may be authorized under this paragraph that would interfere with the use of such facilities for the purposes of the District.

5. Apportionment of Costs. The several costs of capital and operation of the District and payments of principal and interest on its bonds or other evidence of indebtedness shall be defined and apportioned as follows:

- (a) Classification of Costs. For the purpose of apportioning assessments to the Member Towns, costs shall be divided into two categories: capital costs and operating costs, which shall include transportation 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 and 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 and additions, plans, architects and consultants fees, grading, the cost of construction of sewerage systems and sewerage treatment and disposal facilities or for the purchase or use of such systems with municipalities, other costs incidental to placing school buildings and additions and related premises in operating condition and any other capital outlays for which regional school districts may be authorized to borrow or which could be categorized as a capital expense in conformity with applicable law or regulation. 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 5(b) but including interest on temporary notes issued by the District in anticipation of revenue.
- (d) Apportionment of Operating Costs. Each Member Town’s apportioned Operating Costs for each fiscal year will be the sum of the following: (i) the Member Town’s required local contribution as defined in [Chapter 70, Section 2](#) of the General Laws and determined by the Commissioner of the Department of Elementary and Secondary Education (“Commissioner”); (ii) the Member Town’s share of that portion of net school spending as defined in [Chapter 70, Section 2](#) of the General Laws that exceeds the total of the required local contribution for all Member Towns; and (iii) the Member Town’s share of costs for all other expenditures (exclusive of Capital Costs, not included in the District’s net school spending). Operating Costs in excess of the minimum local contributions shall be apportioned based upon the ratio of the enrolled pupils from each Member Town in Grades 9 through 12, inclusive, during the fiscal year starting in

July in one year and ending in June of the next, as of October 1st of the three (3) years next preceding the year, to the sum of the total number of enrolled pupils in such grades in both Member Towns for the same three (3) years.

- (e) Apportionment of Capital Costs. Capital Costs shall be apportioned annually as a part of the District's budget for the ensuing fiscal year. Each Member Town shall share the Capital Costs incurred in connection with the construction, equipping and placing in operation of the District's buildings and facilities, including the payment of principal of and interest on bonds, notes or other obligations of the District to finance such Capital Costs. Capital Costs shall be apportioned based upon the ratio of the enrolled pupils from each Member Town in Grades 9 through 12, inclusive, during the fiscal year starting in July in one year and ending in June of the next, as of October 1st of the three (3) years next preceding the year, to the sum of the total number of enrolled pupils in such grades in both Member Towns for the same three (3) years.
- (f) Payments Not to Exceed Assessment. The aggregate amounts required to be paid by each Member Town shall in no event exceed in any fiscal period the amount of the budget certified to such Member Town for that period under General Laws, Chapter 71, Section 16B, as amended, and Section 10 of this Agreement.
- (g) Adjustments. Any increase or decrease in the budget and/or the assessments shall be subject to the applicable terms of this Agreement and in accordance with 603 CMR 41.05(5).
- (h) Notice of Debt Authorization. Within 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 Towns, said Committee shall cause written notice of the date of said authorization, the sum authorized and the general purpose or purposes for authorizing such debt, to be mailed by registered mail to the Chair of the Select Board and Chair of the Finance Committee of each Member Town at their last known permanent address in such Town, in accordance with Chapter 71, Section 16(d) of the General Laws.

6. Student Transportation. Student Transportation to and from the District shall be the responsibility of the District and its cost shall be considered a part of the Operating Costs of the District as set forth above in Section 5(d)(iii).

7. Separation. 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 District or if all such bonds or other indebtedness shall have been paid in full or the Member Town that desires to separate shall have paid its share of installments of principal and interest of such indebtedness to date and shall have made an 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 Member Town's share of any future maturing installments of principal and interest on any such bonds or other indebtedness, such Member 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 Town Meeting of such Member Town called for the purpose, withdraw from the District at the conclusion of the fiscal year, provided such notice must be given to the Select Board of the other Member Town(s) and the Committee and approved by the Commissioner no later than December 31 of the fiscal year prior to the effective date of withdrawal. The 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 evidence of indebtedness, which would otherwise have been apportioned to and paid by such withdrawing Member Town. Until such future maturing installments have been discharged, however, the withdrawing Member Town shall, to the extent thereof, remain liable with respect to such bonds or other indebtedness as if it had not withdrawn. The withdrawing Member Town's share of future maturing principal and interest shall be computed on the basis of its apportionment factor with credit for State construction aid at the time of giving of such notice. In addition, the withdrawing Member Town shall remain liable for Other Post-Employment Benefit and Pension costs as well as other liabilities of the District in the same proportion as the amount exceeding the minimum local contributions as set forth in Section 5(d) and shall make payment for any such liability prior to the effective date of its withdrawal. Upon the effective date of withdrawal, the term of office of the members serving on the Committee from the withdrawing Member Town shall terminate. Any vacant seats shall be filled in accordance with section 1 above.

Any withdrawal of a Member Town that results in the dissolution of the District must comply with applicable provisions of sections 14 through 16I of Chapter 71 of the General Laws and applicable provisions of the Code of Massachusetts Regulations, 603 CMR 41.00.

8. Admission of Towns. By amendment of this Agreement adopted by each Member Town in accordance with Section 9 and complying with the provisions therein contained, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment 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, including, without limitation, any initial financial cost. Any amendment for the admission of an additional town or towns shall be approved by the Member Towns and the Commission no later than December 31st of the fiscal year prior to the effective date of admission, which shall be on the first day of the fiscal year following said approval unless the amendment for admission provides for a later date.

9. 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 Special Town Meeting called for the purpose in each of the Member Towns, provided that no such amendment shall adversely affect any obligation previously contracted by the District or affect in any adverse manner the liability of the District or of the respective Member Towns or with respect to the payment of principal of or interest on any bonds or other evidence of indebtedness issued by the 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: (1) the Select Board of a Member Town; (2) a majority of all the members of the Committee; or (3) a signed petition bearing the signatures of five hundred (500) registered voters of the Member Towns, 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 clerk of the respective Member Town as to the number of signatures on the petition which appear to be the names of registered voters from that Member Town. Any such proposal for amendment shall be presented to the Committee, which shall mail or deliver a notice in writing within ten (10) business days to the Select Board 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 Select Board 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 proposed amendment. When a majority of those present and voting upon the question in each of the Member Towns shall have approved a proposal for amendment and the Commissioner has approved said amendment, said amendment shall be adopted thereby and thereupon become a part of this Agreement.

10. Preparation and Submission of Budgets. The Committee shall adopt a budget, by a two-thirds vote of the full Committee after a public hearing in accordance with G.L. c. 38N and 603 CMR 41.05, as may be amended from time-to-time. Such budget shall categorize the budget, at a minimum, in a manner consistent with the Department of Elementary and Secondary Education's Chart of Accounts. The budget for the forthcoming fiscal year shall be adopted not later than forty-five (45) 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 31st of such period (provided that said budget need not be adopted earlier than February 1st). The amount of the budget thus approved shall be apportioned between the Member Towns as set forth above in Section 5. Said apportionment shall then be delivered by the Committee to its Treasurer for certification of the respective share thereof to each Member Town and transmitted by the Treasurer to each Member Town. Copies of such budget and the apportionment shall be submitted for approval to the Annual Town Meeting of each Member Town. The sums thus certified and approved by a vote of the Annual Town Meeting shall be payable by each Member Town to the Committee only from funds appropriated by each Member Town for such purpose, if any. The Annual Town Meetings must act upon the District's budget and apportionment in the timelines set forth in Chapter 71 of the General Laws and applicable provisions of Code of Massachusetts Regulations, as such may be amended from time-to-time. In the event the District's initial budget is not approved by the Annual Town Meetings of both Member Towns, the budget shall be subject to the reconsideration process set forth in G.L. c. 71, §16B and 603 CMR 41.05, as they may be amended from time-to-time.

Tuition payments, if any, shall be credited against the budget prior to determination of the assessment.

The Treasurer of each Member Town shall pay to the Treasurer of the District the amount of the Member Town's share of Operating Costs (the adjusted, apportioned amount certified

pursuant to this Section 10 hereof, less the amount included therein for debt service) and Capital Costs in twelve (12) equal installments on the tenth (10th) day of each month.

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 or interest of any debt service at least thirty (30) days before its due date.

11. Subcommittees. The Committee may from time-to-time create subcommittees, the members of which need not be members of the Committee, and assign to such committees, subject to the supervision of the Committee, such advisory functions as the Committee may determine. Without limiting the generality of the foregoing, the Committee may 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 Committee may desire.

12. 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 District or the Committee established hereby.

13. Severability. If any provision of this Agreement shall be held invalid in any circumstance, the remaining provisions of the Agreement shall remain in full force and effect.

REGIONAL DISTRICT SCHOOL COMMITTEE:

BY: Committee Chair

DATE

BY: Superintendent

DATE

APPROVED BY:

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF EDUCATION

BY: Pedro Martinez,
Commissioner of Department of
Elementary and Secondary Education

DATE