

**Voted on** June 18, 1970

**Minuteman Tech**

**Revised on** 11/20/73

**Amendment #1**  
*Modifying Budget Year*

2/20/79

**Amendment #2**  
*Admission of New Towns*

10/7/80

**Amendment #3**  
*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 I 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.

# **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

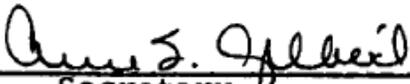
(C) Final Operating and Maintenance Budget

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)



CHRISTINE M, CALLAHAN, CMC  
TOWN CLERK

OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON  
MASSACHUSETTS

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 does 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 CLERK

OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON  
MASSACHUSETTS

TOWN HALL  
OFFICE HOURS  
9 AM TO 5 PM  
—  
TELEPHONE  
781-643-6700

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 tern 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: *Christine 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.