

Agreement Between the
Towns of Concord and Carlisle,
Massachusetts, with Respect to the
Formation of a Regional School District.

This agreement entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Concord and Carlisle hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

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 seven members, five from the local school committee of the town of Concord and two from the local school committee of the town of Carlisle. All members shall serve until their successors are appointed and qualified.

(B) Interim Committee

Within ten days after the establishment of the regional school district, the local school committee of the town of Concord shall appoint five members from its own membership and the local school committee of the town of Carlisle shall appoint two members from its own membership and the seven members so appointed shall serve until their successors are appointed and qualified as provided in subsection I (C).

(C) Annual Appointment of Members

Commencing in the calendar year next following the establishment of the regional school district, and annually thereafter, immediately after the latest of the annual town elections of the member towns, the local school committee of the town of Concord shall appoint five members from its own membership and the local school committee of the town of Carlisle shall appoint two members from its own membership, all to serve until the latest of such annual town elections held in the next succeeding year.

(D) Vacancies

If a vacancy occurs in the regional district school committee, the local school committee of the town involved shall appoint from its own membership a member to serve for the balance of the unexpired term.

(E) Organization

Promptly upon the appointment and qualification of the initial members and annually thereafter upon the appointment and qualification of successors, the Committee shall organize and choose by ballot a chairman from 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 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 school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Sections 16 to 16I, 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, with each member town represented by at least one member, but a number less than the majority may adjourn.

SECTION II TYPE OF REGIONAL DISTRICT SCHOOL

The regional district school shall be a senior high school consisting of grades nine through twelve, inclusive. The Committee is hereby authorized, in its discretion, 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 REGIONAL DISTRICT SCHOOL

The regional district school shall be located in the town of Concord.

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 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, 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 costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds 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 Costs

Capital costs shall be apportioned annually in December for the ensuing year as follows: Each member town's share for each calendar year shall be determined by computing the ratio which

that town's pupil enrollment in the regional district school on October 1 of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns 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 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 that year.

(E) Apportionment of Operating Costs

Operating costs for the first calendar year next following the establishment of the regional school district and for every calendar year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the regional district school on October 1 of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns 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 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 that year.

(F) Times of Payments of Apportioned Costs

Each member town 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 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:

April 1	25%
June 1	50%
September 1	75%
December 1	100%

SECTION V BUDGET

(A) Initial Budget

Within sixty days after the original 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, or if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town, for its consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned between the member towns according to the provisions of Section IV hereof. The treasurer shall certify to each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be or may have been appropriated by each member town for such purpose.

(B) Tentative Maintenance and Operating Budget

Thereafter, on or before November 1, the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing calendar year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses and such other classifications as may be necessary:

1. General Control
2. Expenses of Instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary Agencies
6. Outlay
7. Debt Service
8. Cost of Transportation
9. Special Charges

Copies of such tentative budget shall be mailed to the Chairman of the Finance or Advisory Committee of each member town; or if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town.

(C) Final Maintenance and Operating Budget

The Committee shall on or before December 1 in each year adopt an annual maintenance and operating budget for the ensuing calendar year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV (D) and IV (E). The amounts so apportioned for each member town shall, prior to December 31 of each year preceding the calendar year to which said budget relates,

be certified by the district treasurer to the treasurers of the member towns, and each town shall be liable for and shall appropriate the amounts so certified to it.

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.

SECTION VII AMENDMENTS

(A) Limitation

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 or notes or other evidences of indebtedness 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 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 may be initiated by a majority vote of all the members of the Committee or by a petition signed by 10% 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 of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VIII ADMISSION

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 upon adoption as therein provided of such amendment and upon acceptance by the town or towns 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 amendment.

SECTION IX WITHDRAWAL

(A) Procedure

Any member town may withdraw from the regional school district by a majority vote of the voters present and voting on the question at an annual or special town meeting called for the purpose, such withdrawal to become effective on June 30 of the year named in the question, provided: (1) that in pursuance of such vote, the withdrawing town gives the regional school district at least one year's written notice of its intention to withdraw, (2) that the said town has paid over to the District any costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the entire amount so certified for the year in which such withdrawal takes effect, and (3) 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 if the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness or interest.

(B) 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 fixed at the percentage prevailing for such town 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 town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection IV (D).

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of all members 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) Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District from the withdrawing town 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.

SECTION X INCURRING OF DEBT

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, the 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 given to the Board of Selectmen of each member town.

SECTION XI TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis and upon such terms as it may determine.

SECTION XII EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

Any teacher serving at the discretion of a local school committee of a member town, whose position is superseded by reason of the establishment and operation of the District, shall be employed by the regional district school committee to serve at its discretion. Any teacher not serving at the discretion of a local school committee of a member town, whose position is superseded by reason of the establishment and operation of the District, shall be given preferred consideration for similar positions in the district school to the extent that such positions exist therein.

IN WITNESS WHEREOF, this agreement has been executed as of the
24th day of Jan. , 1957

Regional School District Planning
Board for the Town of Concord

By Bruce S. Old
Frederick Robbins
Lillian Brown

Regional School District Planning
Board for the Town of Carlisle

By Charles W. Adams
Doreen J. Young
Wm. H. Shumway

Approved:

The Commonwealth of Massachusetts
Department of Education

By John F. Kennedy
FEB 25 1957

The Commonwealth of Massachusetts
Emergency Finance Board

By Edward S. Delany
John F. Kennedy
Gerald Woodland
George E. Hare
Samuel Davis

FEB 14 1957

Agreement Between the
Towns of Concord and Carlisle,
Massachusetts, with Respect to the
Formation of a Regional School District.

As amended by Amendment #1, 25 January 1973
and Amendment #2, 12 February 1974

This agreement entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Concord and Carlisle hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I - THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

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 seven members, five from the local school committee of the town of Concord and two from the local school committee of the town of Carlisle. All members shall serve until their successors are appointed and qualified.

(B) Interim Committee

Within ten days after the establishment of the regional school district, the local school committee of the town of Concord shall appoint five members from its own membership and the local school committee of the town of Carlisle shall appoint two members from its own membership and the seven members so appointed shall serve until their successors are appointed and qualified as provided in subsection I (C).

(C) Annual Appointment of Members

Commencing in the calendar year next following the establishment of the regional school district, and annually thereafter, immediately after the latest of the annual town elections of the member towns, the local school committee of the town of Concord shall appoint five members from its own membership and the local school committee of the town of Carlisle shall appoint two members from its own membership, all to serve until the latest of such annual town elections held in the next succeeding year.

(D) Vacancies

If a vacancy occurs in the regional district school committee, the local school committee of the town involved shall appoint from its own membership a member to serve for the balance of the unexpired term.

(E) Organization

Promptly upon the appointment and qualification of the initial members and annually thereafter upon the appointment and qualification of successors, the Committee shall organize and choose by ballot a chairman from 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 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 school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Sections 16 to 16I, 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, with each member town represented by at least one member, but a number less than the majority may adjourn.

SECTION II - TYPE OF REGIONAL DISTRICT SCHOOL

The regional district school shall be a senior high school consisting of grades nine through twelve, inclusive. The Committee is hereby authorized, in its discretion, 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 REGIONAL DISTRICT SCHOOL

The regional district shall be located in the town of Concord.

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 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, 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 costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds 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 Costs

Capital costs shall be apportioned annually in December for the ensuing year as follows: Each member town's share for each fiscal period shall be determined by computing the ratio which that town's pupil enrollment in the regional district school on October 1 of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns 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 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 that year.

(E) Apportionment of Operating Costs

Operating costs for the first fiscal period next following the establishment of the regional school district and for every fiscal period thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school. Each member town's share for each fiscal period shall be determined by computing the ratio which that town's pupil enrollment in the regional district school on October 1 of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns 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 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 that year.

(F) Times of Payments of Apportioned Costs

Each member town 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 IV(G) and subsection V(A), the annual share of each member town shall be paid in 12 equal installments on the first business day of each month.

(G) Transition Provisions

Notwithstanding the provisions of subsection (F), above, during the fiscal period beginning January 1, 1973 and ending June 30, 1974 the dates on or before which the respective percentages of the operating expenses of the district for said period apportioned to each member town shall be paid shall be as follows:

<u>Date</u>	<u>Percentage</u>
April 1, 1973	10%
June 1, 1973	25%
September 1, 1973	35%
December 1, 1973	50%
March 1, 1974	75%
May 1, 1974	100%

SECTION V - BUDGET

(A) Initial Budget

Within sixty days after the original 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, or if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town, for its consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned between the member towns according to the provisions of Section IV hereof. The treasurer shall certify to each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be or may have been appropriated by each member town for such purpose.

(B) Tentative Maintenance and Operating Budget

Thereafter, on or before 31 January, the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing fiscal period, including therein provisions for any installment of principal or interest to become due in such fiscal period on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such fiscal period. The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses and such other classifications as may be necessary:

1. General Control
2. Expenses of Instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary Agencies
6. Outlay
7. Debt Service
8. Cost of Transportation
9. Special Charges

Copies of such tentative budget shall be mailed to the Chairman of the Finance or Advisory Committee of each member town; or if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town.

(C) Final Maintenance and Operating Budget

The Committee shall adopt an annual maintenance and operating budget for the next 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 not later than 31 March, provided that said budget need not be adopted prior to February first. Said budget shall include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsection IV (D) and IV (E). The amount so apportioned for each member town shall, within thirty days of adoption, be certified by the district treasurer to the treasurers of the member towns, and each town shall be liable for and shall appropriate the amounts so certified to it.

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.

SECTION VII - AMENDMENTS

(A) Limitation

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 or notes or other evidences of indebtedness 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 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 may be initiated by a majority vote of all the members of the Committee or by a petition signed by 10% 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 of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VIII - ADMISSION

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 upon adoption as therein provided of such amendment and upon acceptance by the town or towns 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 amendment.

SECTION IX - WITHDRAWAL

(A) Procedure

Any member town may withdraw from the regional school district by a majority vote of the voters present and voting on the question at an annual or special town meeting called for the purpose, such withdrawal to become effective on June 30 of the year named in the question, provided: (1) that in pursuance of such vote, the withdrawing town gives the regional school district at least one year's written notice of its intention to withdraw, (2) that the said town has paid over to the District any costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the entire amount so certified for the year in which such withdrawal takes effect, and (3) 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 if the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness or interest.

(B) 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 fixed at the percentage prevailing for such town 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 town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection IV (D).

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of all members 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) Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District from the withdrawing town 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.

SECTION X - INCURRING OF DEBT

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, the 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 given to the Board of Selectmen of each member town.

SECTION XI - TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis and upon such terms as it may determine.

SECTION XII - EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

Any teacher serving at the discretion of a local school committee of a member town, whose position is superseded by reason of the establishment and operation of the District, shall be employed by the regional district school committee to serve at its discretion. Any teacher not serving at the discretion of a local school committee of a member town, whose position is superseded by reason of the establishment and operation of the District, shall be given preferred consideration for similar positions in the district school to the extent that such positions exist therein.

* * * * *

Original agreement executed 24 January 1957.

Amendment #1 voted 25 January 1973.

Amendment #2 voted 12 February 1974.

cc: Mr. Peter Murphy - Bureau of School District Reorganization
Mrs. Nancy Penhune - Chairman Carlisle Board of Selectmen
Mr. Arthur Stevenson Jr. - Chairman Concord Board of Selectmen
Mrs. Aljean Doty - Concord Town Clerk
Mrs. Donald Cochran - Carlisle Town Clerk
Mrs. William Cutter - Secretary Carlisle Finance Committee
Mr. Robert Shaw - Chairman Concord Finance Committee
Mr. Nelson Ross - Ropes and Gray

CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT
AMENDMENT #2 TO CONCORD-CARLISLE REGIONAL
SCHOOL DISTRICT AGREEMENT
12 February 1974

WHEREAS, the towns of Concord and Carlisle formed a regional school district under the provisions of Chapter 71 of the General Laws of Massachusetts, as amended, known as Concord-Carlisle Regional School District, and for that purpose entered into an agreement entitled "Agreement Between the Towns of Concord and Carlisle, Massachusetts, With Respect to the Formation of a 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 in the agreement for the adoption of a tentative annual budget and an 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, as amended by sections 1 and 2 of said Chapter 1025.

NOW THEREFOR, BE IT VOTED, pursuant to said Chapter 1025, to amend said Agreement as follows, viz.:

Amend Section V, subsection (B) entitled Tentative Maintenance and Operating Budget and subsection (C) entitled Final Maintenance and Operating Budget, by deleting said two subsections in their entirety and substituting therefor the following new subsections (B) and (C):

(B) Tentative Maintenance and Operating Budget

Thereafter, on or before 31 January, the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing fiscal period, including therein provisions for any installment of principal or interest to become due in such fiscal period on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such fiscal period. The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses and such other classifications as may be necessary:

1. General Control
2. Expenses of Instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary Agencies
6. Outlay
7. Debt Service
8. Cost of Transportation
9. Special Charges

Copies of such tentative budget shall be mailed to the Chairman of the Finance or Advisory Committee of each member town: or if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town.

(C) Final Maintenance and Operating Budget

The Committee shall adopt an annual maintenance and operating budget for the next 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 not later than 31 March, provided that said budget need not be adopted prior to February first. Said budget shall include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsection IV (D) and IV (E). The amount so apportioned for each member town shall, within thirty days of adoption, be certified by the district treasurer to the treasurers of the member towns, and each town shall be liable for and shall appropriate the amounts so certified to it.

FURTHER VOTED: This amendment shall take effect immediately.

Robert C. Butman
Robert C. Butman

Philip A. Phalon
Philip A. Phalon

Ruth Armknecht
Ruth Armknecht

Wesley E. Young
Wesley E. Young

Norma Glover
Norma Glover

Ruth A. Salinger
Ruth Salinger

Gerald J. Klein
Gerald J. Klein

I certify that this vote was adopted at a regular meeting of the Concord-Carlisle Regional District School Committee on 12 February 1974 all members present and voting in the affirmative.

I further certify that the foregoing vote has not been amended or rescinded and remains in full force and effect.

Howard W. Taylor
Howard W. Taylor
Secretary, Concord-Carlisle
Regional District School Committee

Dated:

AMENDMENT TO REGIONAL AGREEMENT

Attached is a copy of the present Regional Agreement (blue) which shows the additions and changes which are required in order to adjust the region's fiscal period from a calendar year to a 1 July - 30 June fiscal year.

Chapter 510 of the Acts of 1970 authorizes the Regional District School Committee to amend the agreement, by majority vote, without submission to the member municipalities for acceptance even though the original agreement requires such acceptance. This authorization applies only to amendments which are necessary to change the fiscal period.

Mr. Nelson of Ropes and Gray has been consulted on this matter and he has recommended that the attached vote (pink) be considered by the committee.

Upon a majority vote of the committee, an amendment will be prepared and submitted to the committee for signature at a later date.

Concord-Carlisle Regional School District

Amendment to Concord-Carlisle Regional
School District Agreement

WHEREAS, the towns of Concord and Carlisle formed a regional school district under the provisions of Chapter 71 of the General Laws of Massachusetts, as amended, known as Concord-Carlisle Regional School District, and for that purpose entered into an agreement entitled "Agreement Between the Towns of Concord and Carlisle, Massachusetts, With Respect to the Formation of a Regional School District" (hereinafter called the "Agreement"): and

WHEREAS, Chapter 510 of the Acts of 1972 of the Commonwealth of Massachusetts authorizes any regional district school committee without regard to the amendment procedure in its regional district school agreement to amend such agreement for the purpose of changing references therein to dates of payment of capital and operating costs and references therein to a calendar year as may be required to meet changes enacted by Chapter 849 of the Acts of 1969 (changing municipal fiscal years from the calendar year to the July 1 - June 30 period);

NOW THEREFORE BE IT VOTED: pursuant to said Chapter 510 to amend said Agreement as follows, viz.:

1. Amend Section IV, subsection (F), Times of Payments of Apportioned Costs, by deleting said subparagraph in its entirety and substituting the following new subsection (F):

"(F) Times of Payments of Apportioned Costs. Each member town 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 IV(G) and subsection V(A), the annual share of each member town shall be paid in 12 equal installments on the first business day of each month."

2. Amend Section IV by adding after subsection (F) of said section the following new subsection (G):

"(G) Transition Provisions. Notwithstanding the provisions of subsection (F), above, during the fiscal period beginning January 1, 1973 and ending June 30, 1974 the dates on or before which the respective percentages of the operating expenses of the district for said period apportioned to each member town shall be paid shall be as follows:

<u>Date</u>	<u>Percentage</u>
April 1, 1973	10%
June 1, 1973	25%
September 1, 1973	35%
December 1, 1973	50%
March 1, 1974	75%
May 1, 1974	100%

3. Amend the Section IV(D) and (E) and Section V(B) and (C) by deleting the words "calendar year" and "year" wherever said words appear and substituting in their place "fiscal period".
4. Section V, amend subsection (B) by changing the date November 1 to read November 21, and amend subsection (C) by changing the date December 1 to read December 21.

FURTHER VOTED: This amendment shall take effect immediately.