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

This agreement is entered into pursuant to Chapter 94 of the Acts of 1967 by the city of Lowell and the towns of Dracut, Dunstable, Pepperell, and Tyngsborough (or by the city of Lowell and any two or more of the said towns as shall accept said Chapter 94 of the Acts of 1967).

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

SECTION I THE REGIONAL DISTRICT SCHOOL COMMITTEE**(A) Composition**

Except as otherwise provided in subsection I (B), the membership of the regional district school committee shall be determined in the following manner. Any member municipality having a population of less than 15,000 persons according to the latest federal census taken in every year divisible by ten shall be entitled to one member; any member municipality having a population of 15,000 or more persons according to such census shall be entitled to two members; any member municipality having a population of 30,000 or more persons according to such census shall be entitled to three members; and proceeding in this manner, 15,000 persons shall be the mean increasing number which shall entitle each member municipality to an additional member, provided, however, that the city of Lowell shall not at any time be entitled to more members on the regional district school committee than the total number of members to which all the member towns which accept Chapter 94 of the Acts of 1967 are entitled.

(B) Interim Committee

Within ten days after the establishment of the regional school district, the city council of the city of Lowell shall appoint three members and the moderator of each member town shall appoint three members to serve on the Committee, all of whom shall have been members of the regional school district planning board which sub-

mitted this agreement, if such members are available and willing to serve. The members so appointed shall serve until their successors are elected as provided in subsection I (C) and qualified.

(C) Elected Members

At the annual town elections in 1970, the town of Dracut shall elect two members, one for a term of two years and one for a term of three years; the towns of Dunstable, Pepperell and Tyngsborough shall elect one member for a term of three years. Thereafter, in every year in which the term of office of a member expires, the member town concerned shall, at its annual town election, elect a member for a term of three years. At the regular city election in 1969 the city of Lowell shall elect the number of members to which it is entitled in accordance with the provisions of subsection I (A). If the said city is entitled to either two or four members, one half of them shall be elected for a term of four years and the other half shall be elected for a term of two years; if it is entitled to three members, two shall be elected for a term of four years and one shall be elected for a term of two years; if it is entitled to five members, three shall be elected for a term of four years and two shall be elected for a term of two years; and thereafter the said city of Lowell, at every biennial election, shall elect a member or members for a term of four years.

If a member town is entitled to any additional members after any federal census is taken, such town shall elect such additional

member for a term of three years at its annual town election held in the second year subsequent to the year in which the census was taken and at its annual town election held in every third year thereafter so long as said town is entitled to any such additional members. If the number of members to which a member town is entitled decreases after any federal census is taken the term of office of any incumbent shall not be affected thereby. If the city of Lowell is entitled to any additional members after any federal census is taken the said city shall elect such additional members for a term of four years at its regular biennial election held in the first year subsequent to the year in which the census was taken and at its regular biennial election held in every fourth year thereafter so long as said city is entitled to such additional members. If the number of members to which the city of Lowell is entitled decreases after any federal census is taken the term of office of any incumbent shall not be affected thereby.

(D) Vacancies

If a vacancy occurs among the members of the Interim Committee described in subsection I(B), such vacancy shall be filled in the same manner as the original appointment. If a vacancy occurs among the members elected by the city of Lowell under subsection I (C), the local school committee members from the said city and the members of the city council, acting jointly, shall appoint a member to serve until the next regular biennial city election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the members elected by the town of Dracut under subsection I(C), the members of the local school committee, the members of the board of selectmen and the remaining member of the regional district school committee from said town, acting jointly, shall appoint a member to serve until the next annual town election of said town, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the members elected by any of the remaining towns under subsection I(C), the members of the local school committee and the mem-

bers of the board of selectmen from the town involved, acting jointly, shall appoint a member to serve until the next annual town election of said town, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

(E) Organization and Terms of Office

The term of office of any elected member from a member town shall commence on April 1 next following the election of such member, and the term of office of any elected member from the city of Lowell shall commence on January 1 next following the election of such member. Promptly upon the appointment and qualification of the Interim Committee and on April 1 of each year thereafter, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.

(F) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon it by this agreement and such other additional powers and duties as are specified in Chapter 94 of the Acts of 1967 and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or specific 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 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 five miles from the Lowell Filtration Plant.

SECTION III TYPE OF REGIONAL DISTRICT SCHOOL

The regional district school shall be a vocational-technical high school consisting of grades nine through twelve, inclusive. The Committee is hereby authorized to establish and maintain all phases of vocational education, acting as trustees therefor, as are prescribed in Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including extended courses of instruction beyond the secondary level in accordance with the provisions of Section 37 A of said Chapter 74.

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE
DISTRICT

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member municipalities, costs shall be divided into two categories; capital costs and operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, 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, including without limitation 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 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 among the member municipalities annually in December for the ensuing calendar year on the basis of school population as hereinafter defined. For the purpose of this subsection, school population shall be defined as the number of pupils residing in a member municipality who are enrolled in grades one through twelve, inclusive, in any public, private or parochial school wherever located. Each member municipality's share of capital costs for each calendar year shall be determined by computing the ratio which its school population on October 1 of the year next preceding the year for which the apportionment is determined bears to the total school population from all the member municipalities on the same date. Capital costs represented by debt service shall be apportioned as a capital cost of the 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 calendar year next following the establishment of the regional school district and for every calendar year thereafter shall be apportioned to the member municipalities on the basis of their respective pupil enrollments in the regional district school. Each member municipality's share of such operating costs for each calendar year shall be determined by computing the ratio which that muni-

cipality's pupil enrollment in the regional district school on October 1 of the year next preceding the year for which the apportionment is determined bears to the total pupil enrollments from all the member municipalities in the regional district school on the same date. In computing this apportionment the "persons" referred to in subsection IV (F) shall be excluded. 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 in the manner provided in subsection IV (D).

(F) Special Operating Costs

The Committee shall determine the operating costs for each calendar 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 municipality's share of such operating costs shall be determined by computing the ratio which that municipality's enrollment of persons in such courses on November 1 of the year next preceding the year for which the apportionment is determined bears to the total enrollment of persons in such courses from all the member municipalities on the same date. In the event that enrollment in such courses has not been accomplished by November 1 of any year, such operating costs shall be apportioned in the manner provided in subsection IV (D).

(G) Times of Payment of Apportioned Costs

Each member municipality shall pay to the District in each

year its proportionate share, certified as provided in subsection V (C), of the capital and operating costs. Except as otherwise provided in subsection V (A), the annual share of each member municipality shall be paid in such amounts 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	60%
September 15	75%
November 15	100%

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 calendar year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee of each member town and to the city manager of the city of Lowell for their consideration. A budget shall be adopted not earlier than fourteen days but within twenty-one days after the proposed budget has been submitted. The amount of the said budget shall be apportioned among the member municipalities according to the provisions of Section IV herein. The regional district treasurer shall certify to the treasurer of each member municipality its respective share of the said budget. The sums thus certified shall be payable by the member municipalities to the regional district school committee but only from funds which may be or may have been appropriated by the member municipalities for such purpose.

(B) Tentative Operating and Maintenance Budget

Hereafter, the Committee shall annually prepare a tentative operating and maintenance budget for the ensuing calendar year, attaching thereto provision for any installment of principal or interest to become due in such year, on any bonds, or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member municipalities. On or before November

15 the said Committee shall submit to the City Manager of the city of Lowell and the chairman of the board of selectmen and the chairman of the finance or advisory committee of the member towns a copy of such tentative operating and maintenance budget which shall be itemized as follows or be in such further detail as the regional district school committee may deem advisable:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
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, including debt and interest charges and any other current capital costs as separate items, on or before December 1 for the ensuing calendar year, 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 subsection IV (D), IV(E), and IV(F). The amounts so apportioned to each member municipality 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 treasurer of each member municipality, and each

municipality shall appropriate the amounts so certified .

SECTION VI TRANSPORTATION

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

SECTION VII AMENDMENTS

(A) Limitations

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

liver a notice in writing to the board of selectmen of each of the member towns and to the city council of Lowell 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 municipalities, acceptance by each town to be by a majority vote at a town meeting as aforesaid and acceptance by the city of Lowell to be by a majority vote of its city council.

SECTION VIII ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

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) Limitations

The withdrawal of a member municipality from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member municipality seeking to withdraw shall, by a majority vote at an annual or special town meeting in the case of a town or by a vote of two thirds of the members in office of the city council in the case of the city of Lowell, request the Committee to draw up an amendment to this agreement setting forth the terms by which such municipality may withdraw from the District, provided that the said municipality shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the municipality had not withdrawn from the District.

(B) Procedure

The clerk of the municipality seeking to withdraw shall notify the Committee in writing that such municipality has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection VII (A). The secretary to the Committee shall mail or deliver a notice in writing to the board of selectmen of each member town and to the city council of the city of Lowell that the Committee has drawn up an amendment to the

agreement providing for the withdrawal of a member municipality (enclosing a 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 municipalities, acceptance by each town to be by a majority vote at a town meeting as aforesaid and acceptance by the city of Lowell to be by a vote of two thirds of the members in office of its city council.

(C) Cessation of Terms of Office of Withdrawing Municipality'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 municipality shall terminate and the total membership of the Committee shall be decreased accordingly.

SECTION X ADMISSION OF PUPILS RESIDING OUTSIDE THE DISTRICT

The Committee may accept for enrollment in the regional district school pupils from municipalities other than the member municipalities on a tuition basis. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after receipt thereof, prior to the apportionment under Section IV to the member municipalities.

SECTION XI EMPLOYMENT OF TEACHERS AND OTHER PERSONNEL

Every teacher serving at the discretion of the local school committee of a member municipality of the District (tenure teacher) whose position is superseded by reason of the establishment and operation of the regional school district, shall be employed by the regional district school committee. Such teacher shall not acquire tenure in accordance with the provisions of Section 42 B of Chapter 71 of the General Laws, but shall acquire tenure in the manner otherwise provided for by law. Any teacher not serving at the discretion of the local school committee of a member municipality of the District (nontenure teacher), whose position is superseded by reason of the establishment and operation of the regional school district, shall be given preferred consideration for similar positions in the district school to the extent that such positions exist therein. Any non-teaching employee whose position is superseded by reason of the establishment and operation of the regional school district, shall be given preferred consideration for similar positions in the district school to the extent that such positions exist therein.

SECTION XII ENROLLMENT OF PUPILS

Prior to the beginning of each school year the Committee shall determine the enrollment capacity of the district school for the school year. The Committee may from time to time increase or decrease such enrollment capacity. A quota of pupils from each municipality who shall be entitled to attend the district school shall be determined by multiplying such enrollment capacity by the fraction which has for a numerator the school population of the member municipality and which has for a denominator the total school population of all the member municipalities. For the purposes of this section "school population" of a member municipality shall be defined as the number of pupils residing therein who were enrolled in grades one through twelve, inclusive, in any public, private or parochial school wherever located, on the preceding October 1. In the event that any member municipality does not fill its quota, the available space shall be distributed to the remaining member municipalities or shall be available for use by tuition pupils from municipalities other than the member municipalities in a manner determined by a majority vote of all the members of the Committee.

IN WITNESS WHEREOF, this agreement has been executed as of
the 11th day of May, 1967.

LOWELL, DRACUT, DUNSTABLE,
PEPPERELL AND TYNGSBOROUGH
REGIONAL SCHOOL DISTRICT PLANNING BOARD

<u>Joseph D. Davis</u>	<u>Dracut, Mass.</u>
<u>Ernest A. Mercuri</u>	<u>Dracut Mass</u>
<u>Frank J. Hawrysh</u>	<u>Dracut, mass</u>
<u>James C. Whaley</u>	<u>Dracut, Mass</u>
<u>Robert Hancock</u>	<u>Dunstable, Mass.</u>
<u>loyd C. Kibbee</u>	<u>Dunstable, mass.</u>
<u>Paul J. Robinson</u>	<u>Lowell mass.</u>
<u>James H. ...</u>	<u>Lowell, mass.</u>
<u>Brendan J. Darrington</u>	<u>Lowell Mass</u>
<u>Walter Dugan</u>	<u>Pepperell Mass</u>
<u>William R. Bon</u>	<u>Pepperell Mass</u>
<u>John F. Vanif</u>	<u>Pepperell, Mass.</u>
<u>James C. ...</u>	<u>Pepperell, Mass.</u>
<u>Robert C. Stangor</u>	<u>Tyngsboro, Mass.</u>
<u>Thomas A. Sullivan</u>	<u>Tyngsboro, mass.</u>

APPROVED:

The Commonwealth of Massachusetts
Department of Education

The Commonwealth of Massachusetts
Emergency Finance Board

BY D. J. ...

BY ...

MAY 22 1967

Arthur W. ...

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

C.A. No. 1:14-CV-12664-IT

CITY OF LOWELL,
Plaintiff

V.

GREATER LOWELL TECHNICAL HIGH
SCHOOL, TOWN OF DRACUT, TOWN
OF TYNGSBOROUGH, AND TOWN OF
DUNSTABLE,
Defendants

~~**PROPOSED**~~ **CONSENT DECREE**

Upon agreement of the Parties after mediation in the above captioned matter, it is **ORDERED** and **ADJUDGED** that:

1. The following language shall be stricken from Paragraph 1 of Section 1(C) of the Greater Lowell Technical High School's ("GLTHS") May 11, 1967 Agreement with Respect to the Establishment of a Vocational Regional School District (Agreement):
 - a. Thereafter, in every year in which the term of office of a member expires, the member town concerned shall, at its annual town election, elect member for a term of three years. (Section 1(C), Paragraph 1, Line 4-7);
 - b. ... and thereafter the said city of Lowell, at every biennial election, shall elect a member or members for a term of four years. (Section 1(C), Paragraph 1, Line 16-18).
2. The following language shall be added to Section 1(C) of the Agreement, as the newly designated Paragraph 2:

- a. Members elected by the towns of Dracut, Tyngsborough, and Dunstable to the school committee in the 2015 town elections shall serve until the biennial election of November 2018. Thereafter, all members of the regional district school committee shall be elected through district-wide elections to be held at the biennial state election. Candidates must be a resident of their member municipality in order to hold that municipality's seat with the regional district school committee. These election procedures shall be in accordance with M.G.L. c. 71, § 14E(3). All members of the school committee shall serve four year terms. Any reference in this Agreement to three year terms shall be read to reflect that all school committee members will now serve four year terms.
3. The former Paragraph 2 of Section 1(C) of the Agreement shall now be designated Paragraph 3 and shall be revised to state the following:
 - a. In the event that a member town is entitled to any additional member(s) after any federal census is taken, the additional member(s) shall be elected for an initial term of two years at the next available district-wide election to be held at the biennial state election. The terms of all members representing such town following the initial term of such additional member(s) shall be four years. If the number of members to which a member town is entitled decreases after any federal census is taken the term of office of any incumbent shall not be affected thereby. If the city of Lowell is entitled to any additional member(s) after any federal census is taken, the additional member(s) shall be elected for an initial term of four years at the next available district-wide election to be held at the biennial state election. The terms of all members representing the city of Lowell

following the initial term of such additional member(s) shall be four years. If the number of member(s) to which the city of Lowell is entitled decreases after any federal census is taken the term of office of any incumbent shall not be affected thereby.

b. The election of members to the school committee shall, to the extent practicable, be staggered.

4. Section 1(D) of the Agreement shall be revised to state the following:

a. If a vacancy occurs among the members of the Interim Committee described in subsection I(B), such vacancy shall be filled in the same manner as the original appointment. If a vacancy occurs among the members representing the city of Lowell under subsection I(C), the local school committee members of the said city and the members of the city council, acting jointly, shall appoint a member to serve until the next available district-wide election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the members representing the town of Dracut under subsection I(C), the members of the local school committee, the members of the board of selectmen and the remaining member of the regional district school committee from said town, acting jointly, shall appoint a member to serve until the next available district-wide election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the members representing any of the remaining towns under subsection I(C), the members of the local school committee and the members of the board of selectmen from the town involved, acting jointly, shall appoint a member to serve

until the next available district-wide election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

5. This language shall be ratified by the board of selectmen and city council of the member municipalities of the GLTHS School District at their next respective meetings.
6. Plaintiff's claims and Defendants' counterclaims shall be dismissed with prejudice.

SO ORDERED.

Dated: 6/3/15



Hon. Judge Talwani,
U.S. District Court, District of Massachusetts