

5/31/13 5/29/13 4/29/13 4/8/13 4/2/13 3/18/13 2/26/13 1/14/13
(With Appendix A)

AGREEMENT
FOR A REGIONAL SCHOOL DISTRICT
FOR THE TOWNS OF
ACTON AND BOXBOROUGH, MASSACHUSETTS

(As revised effective _____, 2013)

(As approved March 21, 1955 and
As Amended on: October 10, 1955
October 1, 1956
March 9, 1959
December 27, 1973 and
October 5, 1998)

Certificate of the Secretary

I, the undersigned Secretary of Acton-Boxborough Regional School District having custody of its official records, hereby certify that this document represents the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts as amended to date.

Witness my hand and the official seal of said Acton-Boxborough Regional School District this
6th day of October, 1.998. _____ day of _____, 2013.

Secretary as aforesaid

Acton-Boxborough Regional School District

AGREEMENT

This Agreement is intended to establish a~~For a~~pre-school through grade 12 regional school district for the Towns of Acton and Boxborough, in the Commonwealth of Massachusetts, hereinafter referred to as member towns.

SECTION 1. MEMBERSHIP OF THE REGIONAL DISTRICT COMMITTEE

- A. The Regional District School Committee, hereinafter referred to as the "Committee," or "the Regional School Committee," shall consist of eleven (11) members, ~~six~~ seven (7) ~~from residing in~~ the Town of Acton and ~~three (3)~~ four (4) residing in the Town of Boxborough. The weight of voting is as established in paragraph G below.
- B. At the annual town elections in 2014, in addition to electing two members of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Acton, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a third member, whose term of office will begin on July 1, 2014. At the annual town elections in 2014, in addition to electing one member of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Boxborough, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a second member, whose term of office will begin on July 1, 2014.
- CB. At the annual town elections beginning in 2015, the Town of Acton shall elect two (2) ~~two~~ (2) or three (3) members of the Committee from the Town of Acton (whichever number is necessary to complete Acton's complement of seven committee members), and the Town of Boxborough shall elect one (1) or two (2) member(s) of the Committee from the Town of Boxborough (whichever number is necessary to complete Boxborough's complement of four committee members). Each member so elected shall serve for a term of three (3) years or until a successor is elected and qualified.
- DC. No fewer than four (4) members from Acton and no fewer than two (2) members from Boxborough must be present in order to constitute a quorum for the transaction of business.
- ED. The Committee shall have all the powers and duties conferred and imposed upon school committees by Massachusetts General Law and conferred and imposed upon it by this Agreement and any special laws.

FE. At the first regular meeting of the Committee following the latest town election to be held in each year, the Committee shall organize by choosing a Chairman from its own members, and by appointing a Secretary and a Treasurer who may be the same person, but who need not be members of the Committee. The Committee shall define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable.

FG. On all matters coming before the Committee, each member from Boxborough shall cast one vote and each member from Acton shall cast 2.5 votes. This weighted voting will be re-examined every ten (10) years, after the publication of the new federal census data to verify that the weighted voting is within DESE standards. a number of votes determined by dividing the population (as determined by the most recent town census) of Acton by twice the population of Boxborough and rounding the result to the nearest one-tenth.

SECTION 2. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The Regional School District shall consist of school grades pre-school~~seven~~ through twelve, inclusive.
- B. The Committee may establish and maintain state-aided vocational education, in accordance with the provisions of Chapter 74 of the General Laws, and acts amendatory thereto or dependent thereon by amendment to this agreement.

SECTION 3. SCHOOL ATTENDANCE

- A. Residents of the member towns may attend the Regional District Schools under the same regulations as would apply to a local school system.
- B. Students residing outside the District may attend the Regional District Schools upon approval of the Committee and payment of tuition established in the manner provided by law.
- C. Students wishing to attend vocational schools may do so in the manner provided by law.
- D. During the period July 1, 2014 to June 30, 2019, pre-school to grade 6 students who reside in Acton will have first option for attending an elementary school in Acton while pre-school through grade 6 students who reside in Boxborough will have first option for attending an elementary school in Boxborough. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. As of July 1, 2019, the "first option" described in the preceding two sentences will continue unless the option is altered by the Regional School Committee. In any event, any student who began his or her attendance in a particular elementary school, as well as any younger siblings of

that student, will be given a preference in terms of continuing to attend at that school.

- E. School transportation shall be provided by the Regional School District for all eligible students residing in the member towns who are enrolled in the District, grades pre-K through 12.

SECTION 4. LOCATION OF THE REGIONAL DISTRICT SCHOOLS

- A. The Regional District's schools shall be located in the towns of Acton and or Boxborough. Each town will be guaranteed at least one school within its borders.
- B. Effective July 1, 2014, the Town of Acton and the Town of Boxborough will sell and convey to the District for the sum of one dollar each, ownership of the elementary school buildings, and the property on which said buildings are located, that are then currently in existence. Said conveyance of these school properties shall be contingent upon the execution of intermunicipal agreements between Acton and the District and between Boxborough and the District which will resolve any outstanding title issues associated with the properties, allocate responsibility for any pre-existing condition of or debt service associated with the properties or buildings, address any pre-existing leases of any portions of the properties or buildings, reserve and ensure continued town uses as defined in those agreements, and otherwise ensure that any issues of mutual concern to each Town and the District regarding these properties are satisfactorily addressed in those agreements. At any time in the future, if the Regional School Committee votes that any of the Region's buildings and properties that are owned by the Region is/are no longer needed by the Region for school-related purposes, the ownership of said building and property shall be sold and conveyed to the Town in which it is located for the sum of one dollar.

SECTION 5. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- ~~A. For the purpose of apportioning assessments levied by the District against Acton and Boxborough, costs shall be divided into three categories: construction costs, capital costs and operating costs.~~
- ~~1. "Construction costs" shall include the costs of creating or acquiring new and/or additional educational, administrative or other permanent or temporary District building space and/or substantial renovation of existing permanent or temporary District building space or sites therefore, including but not limited to costs of plans, original equipment and furnishings, architect's fees, consultant's fees, site work, and start-up operations, and also the payment of principal of and interest on bonds or other financial obligations issued by the Regional School District to finance construction costs. The intent is to include such costs as would be part of an approved school project which are or would have been eligible for a school building assistance grant for a capital~~

~~construction project, major reconstruction project and/or emergency reconstruction project as those terms are defined in the School Building Assistance Program established by St. 1987, c. 746, s. 2, as amended (M.G.L. c. 70, App. s. 1-1 through s. 1-21) and the Department of Education, School Construction Regulations, Title 603, Chapter 38 of the Massachusetts Code of Regulations.~~

~~2. "Capital costs" shall include all costs for equipment and/or extraordinary expenses which are not "construction costs" as defined in the preceding subsection, and are not "operating costs" as defined in the following subsection, whether financed by the issuance of bonds, or other financial obligations, or paid for out of a single annual assessment to the member towns. In the event such costs are financed by the issuance of bonds or other financial obligations, the periodic payments of the necessary interest, as well as the repayment of principal, shall be included in "capital costs."~~

~~3. "Operating costs" shall include salaries and benefits paid to personnel; pension costs; periodic lease payments for building space owned by others which may be used for Regional School District activities; payments for contracted services; costs of ordinary maintenance and repairs of the District's buildings, grounds and equipment; payments for materials and supplies; costs of textbooks and learning materials; utility expenses; costs of recruitment, evaluation, training and administration of personnel; necessary insurances; and other costs related to the provision of organized instruction to students; including interest on temporary notes issued by the District in anticipation of revenue, but excluding transportation expenses as provided in Section 6.~~

- A. The construction, capital, ~~and~~ operating, and transportation costs of the District and payments of principal ~~of~~ and interest on its bonds, notes and other obligations, net of Federal and/or State financial aid and any other income received by the District, shall be apportioned annually between Acton and Boxborough ~~towns~~ as set out in subsections B and C below.
- B. Providing such is not contrary to applicable law, each member town's share of capital, ~~and~~ operating and transportation costs for each fiscal year shall be determined by computing, to the nearest 1/100 of 1%, the ratio which the sum of its pupil enrollments in the Regional School District on October 1 of the three years next preceding the start of such fiscal year bears to the sum of the pupil enrollments in the Regional School District of all member towns on October 1 of the same three years. These ratios shall be known as the base percentages.
- C. Providing such is not contrary to applicable law, Boxborough's share of construction costs incurred prior to July 1, 2014 which are attributable to the Region's grade 7-12

facilities for each fiscal year shall be its base percentage minus five percentage points. This five percentage point "discount" will not be applied to construction costs incurred after July 1, 2014, which are attributable to the Region's grade 7-12 facilities. Acton shall pay the remainder of such construction costs attributable to the Region's grade 7-12 facilities. Each town's respective share of the construction costs attributable to the Region's Pre K through grade 6 facilities will be computed using the same criteria as applied to operating costs.

- D. Because of considerations discussed and agreed to at the time of the expansion of the District from a grade 7 to 12 region to a pre-K to 12 region, the transitional rules appearing in Appendix A regarding the apportionment of costs to the member towns for fiscal years 2015 through 2021 will apply. Appendix A is incorporated herein by reference. (Note: The percentages and the other figures used in this subsection are currently under discussion.)
- E. In the event that some provision of applicable law requires some different apportionment of the costs of construction or capital or operating the District than is provided in this section of the Agreement, then insofar as is practical and allowed by the applicable law, in good faith the member towns shall apportion those costs, the division of which is not otherwise controlled by the applicable law, so as to exactly or as nearly as practical achieve the same overall apportionment of total costs in each fiscal year as would otherwise have been achieved by the formulas specified in Section 5, subsections ~~C-B~~ and ~~D-C~~ above.
- F. In the event that (an) additional town(s) is (are) admitted into the Region under the provisions of Section 78, the formulas in Section 5 will be renegotiated.

SECTION 6. TRANSPORTATION

- A. ~~School transportation shall be provided by the Regional School District. Notwithstanding any other provisions of this agreement, the net cost of school transportation for each member town shall be separately determined each year and added to the other expenses and costs apportioned to and paid by the respective member towns under this agreement. As used in this Section 6, the words "net cost of school transportation" shall be deemed to mean the total cost to the district of transporting pupils from a member town to a District School for a calendar year (1) less any moneys or other credits received or to be received by the District in the preceding calendar year for transporting pupils from such member town and whether received or to be received from the Commonwealth of Massachusetts by way of reimbursement or otherwise or from any other source; and (2) adjusted to reflect any overpayment or underpayment by such member town for any preceding calendar year.~~

SECTION 76. AMENDMENTS

- A. This agreement may be amended from time to time in the manner hereinafter

provided, but no such amendment shall be made which shall materially or adversely affect the rights of the holders of any bonds or notes or other 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. A proposal for amendment may be initiated by a single petition bearing the signatures of at least 200 registered voters of the District or by a majority of the members of the Committee.

- B. Said petition shall also contain, at the end thereof, a certification by the town clerks of the respective member towns as to the number of signatures on the petition which appear to be names of registered voters from that town; such certification to be prima facie evidence thereof. Any such proposal for amendment shall be presented to the secretary of the Committee who 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 received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen in 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 a majority of voters present and voting in each of the member towns. Said vote shall be by ballot. All amendments are subject to the approval of the Commissioner of Education.
- C. Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member Towns, the School Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

SECTION 87. ADMISSION OF ADDITIONAL TOWNS

- A. By an amendment of this agreement adopted under and in accordance with Section 76 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.
- B. Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an

appropriate depreciation allowance, shall be reapportioned to all towns in the District including the newly admitted town (or towns) in a reasonable manner. The newly admitted town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt issued to pay such construction costs or subsequent capital acquisitions or improvements. If no such funded debt exists, the newly admitted town (or towns) shall finance its share independently of the District and pay the same directly to each member town according to the proportion such towns had originally paid to the District.

| SECTION 98. WITHDRAWAL OF MEMBER TOWNS

| Any member town may petition to withdraw from the Regional School District under terms stipulated in Section 76 of this agreement provided (1) that the town seeking to withdraw has paid over to the Regional School District any operating costs and non-debt financed capital or construction costs for which it became liable as a member of the District, and (2) that said town shall remain liable to the District for its share of the indebtedness of the District, other than temporary indebtedness incurred in anticipation of revenue, 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, 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 and interest or which has been deposited for the purpose as provided in the second paragraph below~~Section 9-C~~.

Said petitioning town shall cease to be a member town if the proposed amendment is accepted by the petitioning town and each of the other member towns by a two-thirds (2/3) majority vote at an annual or special town meeting.

Money received by the District from a withdrawing town for payment of funded indebtedness and interest thereon shall be used for only such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company.

| SECTION 109. NOTICE OF DEBT AUTHORIZATION

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within ten days of the relevant vote of the Committee, whichever is less. Thereinafter, notwithstanding any provision of applicable law, as has been the Region's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a two-thirds vote at the next annual or special town meeting in each member town.

| SECTION 110. BUDGET

- A. The Committee should annually, at least 20 days prior to the date on which the final budget is adopted, prepare a preliminary budget. A preliminary budget shall include the amounts necessary to be raised to maintain and operate the Regional District Schools during the ensuing fiscal period, and include the amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. All non-recurring expenditures shall be itemized. This preliminary budget shall be itemized in such further detail as the Committee may deem advisable. From the total of said budget there shall be deducted any surplus receipts for the preceding fiscal period over the costs and expenses for that fiscal period, excepting those receipts which were reserved for that fiscal period. The preliminary budget shall be approved by a majority of the members of the Committee from each member town.
- B. Copies of said preliminary budget shall be prepared by the Committee, and promptly made available to the Finance Committee of each member town.
- C. The Committee shall hold a budget hearing annually. Thereafter, the Committee shall adopt a final budget 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). The final budget shall be adopted pursuant to applicable provisions of law.
- D. Within ten days, or such lesser period as provided by law from the date on which the final annual budget is adopted by the Committee, the Treasurer of the Committee shall certify to the Treasurer of each member town and inform the Chairmen of the Board of Selectmen and the Finance Committee of each member town of its share of the budget to become due in the ensuing fiscal period, as well as any other information required by law.
- E. Each member town shall seasonably bring the Committee's final budget before an annual or special town meeting and thereafter pay its proportionate share of the annual construction, capital and operating costs to the Regional School District in equal monthly amounts and on the fifteenth of each month, unless the District Treasurer, after due consultation with the member Towns' Treasurers, determines that there is good cause to select a different day of the month for any particular fiscal year. If either Acton or Boxborough should fail to approve any Regional budget submitted to its respective meetings, any further proceedings will be as provided by law.

| SECTION 1211. ANNUAL REPORT

| The Committee shall on or before October 1~~July 10~~ of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method of computing the annual charges assessed against each town, together with such additional information relating to the operation and

maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town, and each member town shall include said report in its annual report.

SECTION 12. TRANSITION PERIOD

- A. Until July 1, 2014, the Acton School Committee and the Boxborough School Committee will continue to oversee and operate the pre-school through grade 6 programs in Acton and Boxborough, respectively, subject to the restrictions spoken to in paragraph D below, and until said date the Acton-Boxborough Regional School Committee will continue to oversee and operate the grades 7-12 programs for the two towns.
- B. Upon the acceptance of this Agreement by the Town Meetings in Acton and Boxborough and the approval of this Agreement by the Commissioner of Education, the Acton-Boxborough Regional School Committee, in addition to its duties to oversee and operate the then existing grade 7 through grade 12 regional school district, shall also become a "transitional school committee," consistent with 603 CMR 41.03(5) with respect to the expanded pre-school through grade 12 region. This transition period will extend from the date of acceptance by the two Town Meetings and the approval by the Commissioner until June 30, 2014. During this transition period, the same criteria regarding quorum, weight of voting, and the service of officers will apply to the Transitional School Committee as apply to the then-current Acton-Boxborough Regional School Committee.
- C. During the transition period, the Regional School Committee, acting as the Transitional School Committee, shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the expanded regional school district, including but not limited to the following:
 - 1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
 - 2. The power to establish and adopt policies for the expanded regional school district.
 - 3. The power to employ a superintendent, treasurer, chief financial officer, school physician, and director of Special Education, as well as the power to authorize the superintendent to employ other personnel as needed.
 - 4. The power to contract for and/or purchase goods and services, as well as

the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the expanded regional school district.

5. The power to adopt budgets for the expanded regional school district, and to assess the member towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the expanded regional school district.
7. The power to develop and adopt a strategic plan for the expanded regional school district.
8. The power to appoint subcommittees.

D. During the transition period, the local school committees of the member towns and the Regional School Committee when not acting as the Transitional School Committee may not make decisions that will financially obligate or legally encumber the expanded regional school district without ratification by majority vote of the Regional School Committee acting as the Transitional School Committee. In addition, the local school committees shall comply with the following during the transition period:

1. No construction of new schools will be undertaken and no building closures will occur unless ratified by majority vote of the Regional School Committee acting as the Transitional School Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled to take effect after June 30, 2014 except with the approval by majority vote of the Regional School Committee acting as the Transitional School Committee.
4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
5. During the period July 1, 2013 to June 30, 2014, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Acton and Boxborough and who are enrolled in the Acton or Boxborough Public Schools. During 2013-2014 the Acton School Committee and the Boxborough School Committee will authorize the payment to the Regional School Committee of an amount

equal to the cost of said transportation for their respective regular education students.

~~SECTION 13. LEASE OF BUILDING~~

~~The Distriet is authorized to lease the Blanchard Auditorium from the town of Acton under the terms substantially as set forth in the attached Exhibit A__~~

This agreement shall take effect on July 1, ~~2014~~1999 and shall continue in effect from year to year thereafter, unless ~~amended or terminated consistent with the terms of this Agreement and with the General Laws and state regulations.~~ either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period.

~~IN WITNESS WHEREOF the parties hereto have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this day of 6th of October, 1998.~~

IN WITNESS WHEREOF, this agreement has been ~~executed,~~ approved and accepted as of the day of, 20136th day of October, 1998.

I hereby certify that the above Regional Agreement ~~as amended,~~ was approved by vote of the Town of Acton held on , 2013October 5, 1998

~~Acton-Boxborough Regional School Committee~~

By _____
Town Clerk, Acton

I hereby certify that the above Regional Agreement as ~~amended,~~ was approved by vote of the Town of Boxborough held on 2013October 5, 1998

By _____
Town Clerk, Boxborough

APPENDIX A

1. The figure of \$1,873,119 has been established as the “projected benefits” that will be used as a factor in the calculations which will be made under the following paragraphs of this Appendix A.

2. The following projected “base budgets” have been established for Acton and for Boxborough for fiscal year 2015 (i.e., July 1, 2014 to June 30, 2015) through fiscal year 2019 (i.e., July 1, 2018 to June 30, 2019):

FY’15: Acton, \$51,788,675; Boxborough, \$11,097,136

FY’16: Acton, \$53,398,447; Boxborough, \$11,134,949

FY’17: Acton, \$55,056,859; Boxborough, \$11,308,113

FY’18: Acton, \$56,675,977; Boxborough, \$11,426,890

FY’19: Acton, \$58,148,708; Boxborough, \$11,521,994

3. For fiscal year 2015 through fiscal year 2019, the following “percentage shares” of the projected benefits will be used for purposes of the calculations which will be made under the following paragraphs of this Appendix:

FY’15: Acton, 80%; Boxborough 20%

FY’16: Acton, 87.5%; Boxborough 12.5%

FY’17: Acton, 90%; Boxborough 10%

FY’18: Acton, 82.5%; Boxborough 17.5%

FY’19: Acton, 60%; Boxborough 40%

4. In order to establish the assessments for fiscal year 2015 through fiscal year 2019, the following multi-step process will be followed:

a. The percentage share (see paragraph 3 above) of the projected benefits for the respective town and for the respective fiscal year will be multiplied by the projected benefit figure of \$1,873,119, yielding an “allocated benefits figure” for each of the two towns for that particular fiscal year. For example, for FY’15, Acton’s allocated benefit figure will be \$1,498,495 (i.e., 80% x \$1,873,119), while Boxborough’s allocated benefit figure will be \$374,624 (i.e., 20% x \$1,873,119).

b. The base budget for each of the two towns for the respective fiscal year (see paragraph 2 above) will be reduced by the allocated benefits figure for that year and for that town. For example, for FY’15, Acton’s base budget of \$51,788,675 will be reduced by \$1,498,495, yielding a recalculated base budget figure of \$50,290,179. Similarly, for FY’15, Boxborough’s base budget of \$11,097,136 will be reduced by \$374,624, yielding a recalculated base budget figure of \$10,722,512.

- c. The recalculated base budget figures for each of the two towns resulting from paragraph 4.b above will be added together, and the respective percentage that each town's base budget figure bears to that total sum will be calculated. For example, for FY'15, the sum of the recalculated base budget figures is \$61,012,691, of which Acton's recalculated base budget figure (i.e., \$50,290,179) represents 82.43%, while Boxborough's recalculated base budget figure (i.e., \$10,722,512) represents 17.57%.
- d. The percentage shares calculated under paragraph 4.c above (which, for example, in FY'15 would be 82.43% for Acton and 17.57% for Boxborough) will then be compared to the percentage shares that would result from the apportionment criteria that appear in Section 5, subsections B and C of this Agreement, and the respective differences in those shares will be identified. These respective differences will then be used to lower the actual assessment of the town by that percentage amount if the percentage share calculated under paragraph 4.c is lower than the percentage share that would result under subsections B and C, or to raise the town's actual assessment if the converse is true. If, for example, Acton would have an assessment percentage of 83.92% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.4953% higher than the percentage identified for Acton under paragraph 4.c above. Conversely, if Boxborough would have an assessment percentage of 16.08% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.4553% lower than the percentage identified for Boxborough under paragraph 4.c above. Under this example, Acton's actual assessment percentage for FY'15 will be lowered by 1.4953% to 82.4339% and Boxborough's actual assessment percentage will be raised by 1.4953% to 17.57%, as compared to the assessments that would occur using the apportionment criteria that appear in subsections B and C.
- e. During each of the years from fiscal year 2015 to fiscal year 2019, the Region's administration will report to the Regional School Committee and to the Finance Committee and the Board of Selectmen of each member town the per pupil costs of each elementary school. The purpose of this reporting will be to incentivize the convergence of per pupil costs at each elementary school. This reporting shall be made as part of the Annual Report described in Section 11.
- f. For fiscal year 2020 Acton will be assessed \$425,000 less, and Boxborough will be assessed \$425,000 more, than would result from the apportionment criteria that appear in subsections B and C. For fiscal year 2021 Acton will be assessed \$25,000 less, and Boxborough will be assessed \$25,000 more, than would result from the apportionment criteria that appear in subsections B and C.
- a.g. Once the fiscal years addressed by the transitional rules established in this Appendix A have elapsed, the assessment language otherwise appearing in Section 5 of the Agreement will control.

EXHIBIT A.

~~IN CONSIDERATION OF the mutual promises and agreements contained herein, the Inhabitants of the Town of Acton (licensor), hereinafter referred to as the Town, hereby grant to the Acton-Boxborough Regional School District (licensee), hereinafter referred to as the District, the right, license and privilege of occupying and using for school purposes, including gymnastics, athletic exercise and assembly, ingress, egress and parking of vehicles, all the space, including the area of land surrounding the building constituting the so-called Blanchard Auditorium-Gymnasium in said Acton. In consideration of this, the Region will allow the Town to use appropriate space within Regional facilities for Town Meetings, Town Elections and such other activities as may reasonably be required by the Town.~~

~~The District agrees to operate and maintain the premises, and to pay all costs of such operation and maintenance, including water, heat, electricity and gas, and janitorial services. The District will maintain the building and grounds in good order and condition at all times, reasonable wear and tear excepted, and will pay all costs of maintenance and repair, except the costs of capital and construction (as those terms are defined in the Regional Agreement), which will be paid by the Town of Acton. The parties will consult with each other with respect to the need for such capital and construction expenditures.~~

~~The District agrees that it will make reasonable provision for sharing the use of the building and surrounding area with the school children of Acton other than those included in the schools of the District.~~

~~The District shall have the privilege of allowing such organizations, whether directly or indirectly connected with school activities, to occupy and use the building and its surrounding land area and may make such charge for such use as is reasonable and proper. The District further agrees that it will, if the same does not interfere with the school work of either the District or the Town, allow civic or educational organizations of the Town of Acton or the Town of Boxborough the use of said building and grounds either with reasonable charge or gratuitously as said District may determine. The members of the Regional School District Committee elected or appointed by the Town of Acton shall be responsible for scheduling use of the building and surrounding grounds by all persons and organizations other than the District.~~

~~The Town agrees that it will maintain and pay for property insurance on the premises. The District agrees that it will hold the Town harmless against any loss or damage to the premises caused by use of the premises by it or by any group or organization it permits to use the premises and that it will defend and hold harmless the Town against any claims for bodily injuries arising out of the negligence of it or its employees or its failure to maintain the premises in a safe condition.~~

~~This agreement shall take effect on July 1, 1999 and shall continue in effect from year to year thereafter, unless either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period.~~

IN WITNESS WHEREOF the parties have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this 6th day of October, 1998.

By the Acton Board of Selectmen — Acton Boxborough Regional School Committee

