

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 17th day of March 2014 by and between the **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT**, a Massachusetts regional school district acting by and through its duly authorized Regional District School Committee, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720 (the "District"), and the **TOWN OF ACTON**, a Massachusetts municipality acting by and through its duly authorized Board of Selectmen and School Committee, with a mailing address of 472 Main Street, Acton, Massachusetts 01720 (the "Town"). Hereinafter, the District and the Town are together the "Parties" and individually a "Party."

WITNESSETH:

WHEREAS, the District, the Town and the Town of Boxborough have agreed to regionalize the elementary schools in the Town and the Town of Boxborough;

WHEREAS, the voters of the Town and the Town of Boxborough voted on June 3, 2013, to accept the amendments to the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts (the "Regional Agreement");

WHEREAS, contemporaneous herewith, the District and the Town have entered a separate Intermunicipal Agreement to carry out the requirements of the Regional Agreement with respect to regionalizing the elementary schools in the Town (the "IMA"); and

WHEREAS, the District and the Town desire to address a number of other issues arising out of the decision to fully regionalize the public schools in the Town as follows:

PARAGRAPH 1. COOPERATION REGARDING USE OF EASEMENTS

Under Section I.G of the IMA, the Town is reserving and acquiring various easements over, under, across and along the School Properties and other properties of the District permitting the Town's use for certain purposes. The Parties acting through the Town Manager and the District's Superintendent of Schools or their respective designees agree to use all appropriate efforts to schedule the use of the School Properties (as such term is defined in the IMA) and other District properties such that all Town elections, Annual Town Meetings and Special Town Meetings shall have priority access and use, consistent with the terms of the respective easements. In addition, the District shall make its other properties located in the Town of Boxborough available as shelters in the event of an emergency, subject to the academic program requirements.

PARAGRAPH 2. USE OF SCHOOL FACILITIES PROCEDURES:

The District shall propose to the Regional District School Committee amendments to the District's Use of School Facilities Procedures as follows:

- (a) Naming the Town as a "Class 1" user of the District's school properties, thereby giving the Town greater access to use the District's school properties for meetings of Town public bodies and other Town uses; and
- (b) Provisions governing the Conant School Parking Lot to accommodate users of the Town's MacPherson Ball Field and Hart Field.

PARAGRAPH 3. POST-EMPLOYMENT BENEFITS, TEACHER RETIREMENT BENEFITS, AND HEALTH INSURANCE TRUST AGREEMENT:

Through the Town and District budget processes, the Parties agree to discuss and plan for any potential impacts associated with the regionalization on funding and liability for certain items, including but not limited to, (i) retired teacher and school employee pensions, health insurance, other post-employment benefits and Middlesex Retirement Board assessments, (ii) the existing Health Insurance Trust between the Parties, and (iii) their respective existing and future Other Post-Employment Benefits Liability Trust Funds.

PARAGRAPH 4. OTHER AGREEMENTS AND UNDERSTANDINGS

The Parties agree to take the following actions before, on and after July 1, 2014, with respect to the School Properties and other properties of the District located within the Town:

- (a) Periodically review and update the Memorandum of Understanding between the District and the Town Police Department dated September 10, 2013, attached hereto as Exhibit 1, to coordinate efforts and share information to prevent school violence, subject to the authority of the District over its property;
- (b) Cooperate on the Massachusetts Green Communities Program, and, as reasonably necessary and appropriate, cooperate to apply for, maintain eligibility for, and properly administer, disburse and account for available federal, state and other grant funds, including without limitation Green Communities grants;
- (c) Cooperate whenever reasonably feasible in the judgment of the Town Manager and the District's Superintendent to jointly procure supplies and services so as to maintain or improve the overall level and quality of supplies and services for the Town and the District but to reduce the overall cost thereof to the Town and the District;
- (d) Continue to take all actions necessary to effectuate the separation of each Party's financial systems on Munis; and
- (e) Otherwise cooperate before, on and after July 1, 2014, to effectuate a smooth transition for and the purposes of the Amended Regional Agreement.

PARAGRAPH 5. FUELING STATION AT 14 FOREST ROAD

On or before June 1, 2014, the District shall notify the Town in writing whether the District desires to use on and after July 1, 2014, that certain gasoline and diesel refueling station

located at 14 Forest Road, Acton, to refuel school buses and other vehicles and equipment used in connection with the School Properties and other properties of the District located within the Town. In the event the District desires to do so, the Parties will enter a mutually acceptable license agreement on or before June 30, 2014, establishing the terms and conditions pursuant to which the Town will allow that use, which license agreement shall include without limitation a provision that the District shall be responsible for and shall defend, indemnify and hold the Town harmless against any and all assessment, containment, removal and remedial costs and damages arising out of the District's use.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the District and the Town have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT

By its Regional District School
Committee, and its Transitional School
Committee

Name:
Title: Chair
Duly authorized by vote of the Regional
School District Committee dated
_____ and attached hereto as
Exhibit 2, and by vote of the
Transitional School Committee dated
_____ and attached hereto as
Exhibit 4, and

TOWN OF ACTON

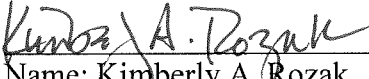
By its Board of Selectmen

Name:
Title: Chair
Duly authorized by vote of the Board of
Selectmen dated 3/17/14 and
attached hereto as Exhibit 3

And by its School Committee

Name:
Title: Chair
Duly authorized by vote of the Acton
Public School Committee dated
_____ and attached hereto as
Exhibit 5

Approved as to Form:



Name: Kimberly A. Rozak
Title: District Counsel

Approved as to Form:

Name: Stephen D. Anderson
Title: Town Counsel

IN WITNESS WHEREOF, the District and the Town have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above written.


ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT

TOWN OF ACTON

By its Regional District School
Committee, and its Transitional School
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By its Board of Selectmen

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Title: Chair
Duly authorized by vote of the Regional
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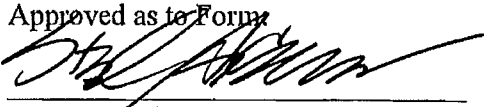
And by its School Committee

Name:
Title: Chair
Duly authorized by vote of the Acton
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_____ and attached hereto as
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Approved as to Form:

Approved as to Form

Name: Kimberly A. Rozak
Title: District Counsel



Name: Stephen D. Anderson
Title: Town Counsel

Exhibit 1

**Memorandum of Understanding between District and Town Police Department
(to be attached)**

MEMORANDUM OF UNDERSTANDING,
BETWEEN ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT
AND ACTON POLICE DEPARTMENT

I. GENERAL PRINCIPLES

The ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the ACTON POLICE DEPARTMENT agree to coordinate their efforts and share information in order to prevent violence involving the students of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT, to prevent the use, abuse and distribution of alcohol and other controlled substances involving the students of ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and to promote a safe and nurturing environment in the school community.

We agree to respond effectively and cooperatively for everyone's protection to incidents of student delinquency, truancy, and criminal behavior. The joint effort of cooperative response will focus on incidents that take place on school property, at school sponsored events, and at other locations in which students of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT are involved or affected.

We also agree to keep all information disclosed pursuant to G.L. c. 12 § 32; G.L. c. 71 § 37H1/2; G.L. c. 71 § 37L; 603 CMR 23; and 20 U.S.C. § 1232g, from public dissemination in accordance with state and federal law.

This agreement is entered into pursuant to the Laws of the Commonwealth of Massachusetts and pertains to issues of violence, attempted violence or threatened violence, the use, abuse and/or distribution of alcohol or other drugs, or other incidents that would require a law enforcement response to a school, during any school sponsored activity (on or off school grounds), or involving students of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT. It is to be read in conjunction with any and all policies, procedures, and reporting requirements set forth in the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT student handbook.

It is agreed and understood that it is the sole prerogative of school officials to impose discipline for infractions of school rules and policies not amounting to criminal or delinquent conduct. See the school handbook for specific policies and procedures in this regard.

II. SCHOOL AND POLICE DEPARTMENT DESIGNATED LIAISONS

In order to facilitate prompt and clear communications between the school and police personnel, the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the ACTON POLICE DEPARTMENT agree to identify individuals on their respective staffs who will function as Designated Liaisons.

A. THE ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT DESIGNATED LIAISONS, BY SCHOOL, ARE: *[List here the person's title instead of his/ her name. Examples: School Principal, Assistant Principal (Alternate), Community Based Justice Program Contact Person]*

Principal

Dean of Students

Assistant Principal(s)

B. THE ACTON POLICE DEPARTMENT DESIGNATED LIAISONS ARE:

[List here the person's title instead of his/her name. Examples: School Resource Officer, Lieutenant, Community Based Justice Program Contact Person]

School Resource Officers

Detective Lieutenant

The aforementioned police department designated liaisons are considered a part of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT's "Law Enforcement Unit" as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g) for purposes of sharing information regarding students.

III. ISSUES OF CONCERN TO THE DESIGNATED LIAISONS

A. REPORTABLE INCIDENTS:

- (1) The Designated Liaisons from the School and Police Department will review all incidents classified as Mandatory Reportable Incidents, as defined in Section IV of this agreement.
- (2) Additionally, the Designated Liaisons will review any incident or information that may affect the safety or well being of students, faculty, or administrative personnel.

B. PREVENTION STRATEGIES:

In addition to the above responsibilities, the Designated Liaisons from the School, the Police Department and the Middlesex District Attorney's Office will meet regularly for the following purposes:

- (1) to discuss incidents of violence or bullying (as defined under G.L. c. 71, § 37O) in school or outside of school that affects students of the school;
- (2) to discuss any use, abuse or distribution of alcohol and/or other controlled substances or any other criminal activity affecting students;
- (3) to identify strategies to reduce such activities and to promote a safe and nurturing school environment;
- (4) to discuss community resources available for students at risk of harm from violence, abuse or neglect;
- (5) to develop violence prevention and intervention programs, identification, protocol and curricula as required by G.L. c. 12 § 32; and
- (6) to outline the necessary action plan for implementation of such strategies.

IV. REPORTING GUIDELINES

A. SCHOOL REPORTS TO POLICE DEPARTMENT

- (1) The following shall be considered Mandatory Reportable Incidents:
 - (a) possession, use, or distribution of alcohol by a student;
 - (b) possession, use, or distribution of an inhalant or any controlled substance, as defined in G.L. c. 94C (excepting any possession of prescription medication possessed and administered in accordance with state law and school policy);
 - (c) any incident in which any individual is reasonably believed to be distributing controlled substances or alcohol;
 - (d) any incident involving the threat of assaultive behavior or intentional assaultive behavior and/or reckless behavior that results in personal injury;
 - (e) possession of a weapon, as defined in the school handbook or under G.L. c. 71 § 37H (a), which includes, but is not limited to, a gun or a knife, and ammunition or components thereof.
 - (f) any incident involving stalking or harassment in violation of G.L. c. 265 § 43 and 43A, annoying phone calls, domestic abuse, dating violence, or a violation of G.L. c. 209A or 258E restraining order, and any students either protected by a restraining order;
 - (g) any incident involving a child suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or the substantial risk of harm to the child's health or welfare, including sexual abuse or from neglect (in addition to a report filed with the Department of Children and Families);
 - (h) any incident involving an actual or suspected hate crime or violation of civil rights, including but not limited to an assault or battery upon a person or damage to the real or personal property of a person with the intent to intimidate such person because of such person's race, color, national origin, sexual orientation, or disability in violation of G.L. c. 265 §§ 37 and 39, as well as any act of bodily injury or attempt to cause bodily injury against a person due to actual or perceived religion, national origin, gender, sexual orientation, gender identity, or disability in violation of 18 U.S.C. § 249;
 - (i) any incident resulting in significant damage to municipal or private property;
 - (j) any bomb threat, fire, threatened or attempted firesetting, threatened or attempted use of an explosive device or hoax device, or possession of a "novelty lighter" as defined by G.L. c. 148 § 60. NOTE: The school shall also report "unauthorized ignition of any fires" to the local fire department under G.L. c. 148 § 2A;

- (k) any creation or possession of a document, whether computer or manually generated, handwritten or electronic (e.g., *text or email*), that identifies any individual targeted for violence or death;
 - (l) any threat, direct or indirect, past or future, against a student, school personnel or other school employee;
 - (m) any incident of "hazing" as defined by G.L. c. 269 § 17, involving any conduct or ritual or method of initiation into any school organization that endangers the physical or mental health of any student;
 - (n) any sexual assault, including but not limited to rape, assault with intent to rape, indecent assault and battery, as well as any lewd and lascivious behavior, open and gross lewdness, indecent exposure, or incident of gender-based harassment, "sexting", "sextortion"¹ or possession or dissemination of sexually explicit photographs of a student;
 - (o) any incident of "bullying" or "cyber-bullying" as defined by G.L. c. 71 § 37O where the school believes that the incident may have involved criminal conduct or involves any other reportable acts outlined in (a) through (n).
- (2) Mandatory Reportable Incidents will be immediately reported to the ACTON POLICE DEPARTMENT if such incident:
- (a) occurred on school property or within 1,000 foot radius of school property;
 - (b) occurred at a school-sponsored function;
 - (c) occurred in a school owned or contracted bus or other vehicle or at school bus stop; or
 - (d) involved a student of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT.
- (3) The Designated Liaisons from the School may report any other incident or information that may affect the safety or well being of students, faculty, or administrative personnel at the School.

A. POLICE DEPARTMENT REPORTS TO THE SCHOOL

The appropriate Police Department Designated Liaison will inform the appropriate School Designated Liaison, subject to applicable statutes and regulations governing confidentiality, of:

¹ "Sexting" refers to the sending of a photograph or other visual image, depicting a person in a partial or total state of nudity, via text message, from one electronic device to another, usually cell telephones. "Sextortion" refers to a form of extortion (attempted or completed) where a person is extorted with a nude or partially nude image of themselves they had shared through "sexting", usually for money, additional images or a promise of sexual acts.

- (1) any arrest of a student or the filing of a criminal or delinquency complaint application against any student of ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT; and
- (2) any occurrence involving a student of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT, if the
 - (a) activity poses a serious (present or future) threat to the safety of the student, other students, faculty, or administrative personnel;
 - (b) making of such report would facilitate supportive intervention by school personnel on behalf of the student; or
 - (c) activity involves actual or possible truancy.

V. PROCEDURE GUIDELINES

A. INTRODUCTION

A goal of educators is to provide a safe and nurturing climate in which learning can take place. It is also a goal of local law enforcement to promote a safe environment in the public school community.

As past events have shown, any school is at risk for incidents of violence, threatened violence or attempted violence, as well as the use, abuse and distribution of alcohol and other controlled substances, all of which diminish the ability of the school community to focus upon the business of learning. In order to promote a safe and nurturing environment in our schools and in our community, it is in our common interest to share information. It is through the collaborative efforts of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the ACTON POLICE DEPARTMENT that this can occur.

In order to maintain a safe and nurturing environment in its schools, the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT reserves the right to conduct a reasonable search all school property for weapons, alcohol, other contraband or controlled substances in accordance with state and federal law and the student handbook.

B. REPORTING PROCEDURES FOR EMERGENCY SITUATIONS

Definition: An emergency situation is any incident that poses a threat to human health or safety or which may result in serious property damage.

A teacher or other employee having knowledge of any emergency situation shall immediately notify or cause to be notified both the ACTON POLICE DEPARTMENT (911) and the School Principal or Assistant Principal. This requirement is in addition to any procedures outlined in the student handbook.

Where an emergency exists and there is an immediate need to avert or defuse certain unusual conditions or disruptions in the school setting, the school will provide all necessary information to law enforcement personnel regarding the student at issue. (See § 99.31(a) (10) of the FERPA regulations.)

C. REPORTING PROCEDURES FOR NON-EMERGENCY SITUATIONS

A teacher or other school employee, having reasonable grounds to believe that a student has committed an act categorized as a Mandatory Reportable Incident, shall promptly (1) report the incident and names of any involved persons to the appropriate Designated School liaison and (2) take reasonable steps to maintain any pertinent physical evidence in a secure place.

D. RESPONSIBILITY OF THE DESIGNATED SCHOOL LIAISON

Once a Designated School Liaison has been made aware of a Mandatory Reportable Incident, it is her/his responsibility to immediately:

- (1) notify the Police Department Designated School Liaison and, when appropriate, the parents or guardians of the involved students;
- (2) notify the Police Liaison of the existence of pertinent physical evidence and take reasonable steps to maintain it in a secure place; and
- (3) notify the Police Liaison of any related written reports about the incident.

VI. IMPLEMENTATION

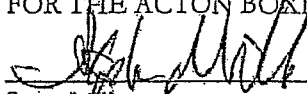
A. TRAINING

The ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the ACTON POLICE DEPARTMENT agree to provide agency-wide training to their respective staffs to inform them of their roles and responsibilities under this agreement and to consult with the Middlesex District Attorney's Office as appropriate regarding this agency-wide training. On an on-going basis, the same training will be provided to new staff members.

B. EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

The provisions of this Memorandum of Understanding shall be effective as of _____ and will remain in full force and effect until amended or rescinded by the parties.

FOR THE ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT:

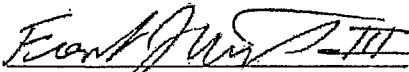


Steve Mills
Superintendent

9/9/13

Date

FOR THE ACTON POLICE DEPARTMENT:



Frank Widmayer
Chief of Police

9/10/13

Date

APPENDIX A

ROLE OF THE OFFICE OF THE MIDDLESEX DISTRICT ATTORNEY

In the spirit of the legislative mandate regarding communication between the district attorney, law enforcement and school officials, as included in General Laws, Chapter 12, Section 32, and to assist the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT in providing a safe environment for learning, in accordance with the legislative mandate set forth in G.L. c. 71, §§ 37H and 37I/2H, among others, the Middlesex District Attorney's Office (MDAO), through his designees, agrees to:

- (1) report to the school any complaint, criminal or delinquency, that is issued against a defendant or juvenile who is known to be a student of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT;
- (2) report to the school the facts underlying any incident which the MDAO is considering diverting a student in lieu of prosecution where the student is known to attend the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT;
- (3) report to the school any adjudication of delinquency or conviction, or other significant occurrence that arises from any above criminal or delinquency proceeding;
- (4) consult with the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the ACTON POLICE DEPARTMENT when fashioning proposed terms and conditions to be imposed upon a known student of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT at both the pre-adjudication and post-adjudication stages of the prosecution; and
- (5) consult with the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the ACTON POLICE DEPARTMENT when deciding whether to divert a known student in lieu of prosecution or to prosecute a student as a Youthful Offender.

The Middlesex District Attorney agrees to provide training to the MDAO staff to inform them of their roles and responsibilities under this agreement. On an on-going basis, the same training will be provided to new staff members.

The MDAO will not disclose a student's personally identifiable information learned during and/or in relation to a G.L. c. 12, § 32 community based justice meeting to a third party other than another juvenile justice system agency and/or as provided by state and federal law.

Marian T. Ryan
Marian T. Ryan
District Attorney
Middlesex County

10/17/15
Date

Exhibit 2
Vote of the Regional School District Committee
(to be attached)

**RECORD OF VOTE OF THE ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE**

April 3, 2014

At a duly called public meeting of the Acton-Boxborough Regional School District School Committee on April 3, 2014, the Committee voted as follows:

1. To approve that certain intermunicipal Agreement (the "Agreement") between the Acton-Boxborough Regional School District (the "District") and the Town of Acton (the "Town"), with its Exhibits, in the form presented to the Committee at its April 3, 2014 meeting.
2. To authorize the Chair of the Committee to execute the Agreement on behalf of the Committee.
3. To approve that certain Memorandum of Understanding (the "MOU") between the District and the Town in the form presented to the Committee at its April 3, 2014 meeting.
4. To authorize the Chair of the Committee to execute the MOU on behalf of the Committee.
5. To authorize the Superintendent of Schools to take all actions on behalf of the Committee that are reasonably necessary, in the judgment of the Superintendent of Schools, to complete the acquisition of various properties and the conveyance of various easements in accordance with the Agreement, including without limitation executing all deeds, easements, a bill of sale, assignments of contracts, closing forms, closing documents, and settlement statements.

ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

Exhibit 3
Vote of the Board of Selectmen

RECORD OF VOTE OF THE ACTON BOARD OF SELECTMEN
March 17, 2014

At a duly called public meeting of the Acton Board of Selectmen on March 17, 2014, the Board voted as follows: :

1. To approve that certain Intermunicipal Agreement (the "Agreement") between the Town and the Acton-Boxborough Regional School District (the "District"), with its Exhibits, substantially in the form presented to the Board at its March 17, 2014 meeting, with such final changes as are approved by the Chair of the Board of Selectmen in her reasonable discretion in consultation with the Town Manager and town counsel, concerning:
 - a. the conveyance to the District of the following school properties in the Town of Acton: (i) the Luther Conant Elementary School, 80 Taylor Road, (ii) the Gates Elementary School, 75 Spruce Street, (iii) the CT Douglas Elementary School, 21 Elm Street, (iv) the McCarthy-Towne Elementary School and the Merriam Elementary School, both housed in the Parker Damon Building, 433 Massachusetts Avenue, (v) the Administration Building, formerly known as the Merriam Elementary School, 15 Charter Road, and (vi) the land located at 199 Arlington Street, identified as Parcel 20-1 on the Town of Acton Assessor's Map F-2A (collectively, the "Property");
 - b. the reservation and acceptance of certain easements in the Property and other properties of the District;
 - c. the transfer on June 30, 2014 of any and all remaining real property and interests that may be under the care, custody and control of the Town of Acton School Committee from the School Committee to the Board of Selectmen; and
 - d. Other matters as set forth in the Agreement.
2. To authorize the Chair of the Board of Selectmen to execute the Agreement on behalf of the Board of Selectmen.
3. To approve that certain Memorandum of Understanding (the "MOU") between the District and the Town substantially in the form presented to the Board at its March 17, 2014 meeting, with such final changes as are approved by the Chair of the Board of Selectmen in her reasonable discretion in consultation with the Town Manager and town counsel, concerning a number of other issues arising out of the decision to fully regionalize the public schools in the Town.
4. To authorize the Chair of the Board of Selectmen to execute the MOU on behalf of the Board of Selectmen.
5. Subject to any necessary approvals by Town Meeting, to authorize the Town Manager to take all actions on behalf of the Town that are reasonably necessary, in the judgment of the Town Manager, to complete the conveyance of the Property in accordance with the Agreement and the applicable Town Meeting votes, including without limitation executing all deeds,

easements, a bill of sale, assignments of contracts, closing forms, closing documents, and settlement statements.

ACTON BOARD OF SELECTMEN

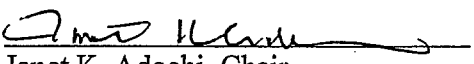
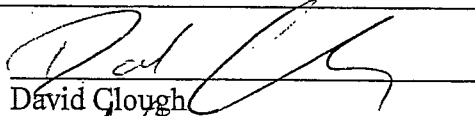
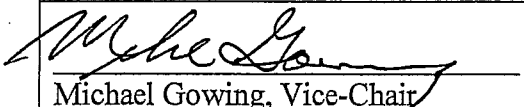
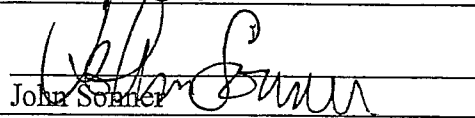
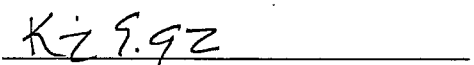
 Janet K. Adachi, Chair	 David Clough
 Michael Gowing, Vice-Chair	 John Somner
 Katie Green, Clerk	

Exhibit 4

Vote of the A-B Transitional School Committee

**RECORD OF VOTE OF THE ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT TRANSITIONAL SCHOOL COMMITTEE**

April 3, 2014

At a duly called public meeting of the Acton-Boxborough Regional School District Transitional School Committee on April 3, 2014, the Committee voted as follows:

1. To approve that certain intermunicipal Agreement (the "Agreement") between the Acton-Boxborough Regional School District (the "District") and the Town of Acton (the "Town"), with its Exhibits, in the form presented to the Committee at its April 3, 2014 meeting.
2. To authorize the Chair of the Committee to execute the Agreement on behalf of the Committee.
3. To approve that certain Memorandum of Understanding (the "MOU") between the District and the Town in the form presented to the Committee at its April 3, 2014 meeting.
4. To authorize the Chair of the Committee to execute the MOU on behalf of the Committee.
5. To authorize the Superintendent of Schools to take all actions on behalf of the Committee that are reasonably necessary, in the judgment of the Superintendent of Schools, to complete the acquisition of various properties and the conveyance of various easements in accordance with the Agreement, including without limitation executing all deeds, easements, a bill of sale, assignments of contracts, closing forms, closing documents, and settlement statements.

ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT
TRANSITIONAL SCHOOL COMMITTEE

Exhibit 5

Vote of the Acton Public School Committee

RECORD OF VOTE OF THE ACTON PUBLIC SCHOOL COMMITTEE

April 3, 2014

At a duly called public meeting of the Acton Public School Committee on April 3, 2014, the Committee voted as follows:

1. To approve that certain intermunicipal Agreement (the "Agreement") between the Acton-Boxborough Regional School District (the "District") and the Town of Acton (the "Town"), with its Exhibits, in the form presented to the Committee at its April 3, 2014 meeting.
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3. To approve that certain Memorandum of Understanding (the "MOU") between the District and the Town in the form presented to the Committee at its April 3, 2014 meeting.
4. To authorize the Chair of the Committee to execute the MOU on behalf of the Committee.
5. To authorize the Superintendent of Schools to take all actions on behalf of the Committee that are reasonably necessary, in the judgment of the Superintendent of Schools, to complete the acquisition of various properties and the conveyance of various easements in accordance with the Agreement, including without limitation executing all deeds, easements, a bill of sale, assignments of contracts, closing forms, closing documents, and settlement statements.

ACTON PUBLIC SCHOOL COMMITTEE

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