

**Frequently Asked Questions about the Revised Regional Agreement  
Minuteman Regional Vocational Technical School District  
Monday, January 25, 2016**

**Question #1: What's a Regional Agreement?**

A Regional Agreement – also known as a District Agreement or Regional District Agreement – is the document that establishes a Massachusetts regional vocational-technical school district and outlines how the District will be governed.

**Question #2: What's the history of the Minuteman Regional Agreement?**

The original Agreement creating the Minuteman Regional Vocational Technical School District was passed in 1970. That Agreement has been amended three times since: in 1973, 1979, and 1980. In 2013, there was another attempt to revise the Agreement. A revised Agreement was endorsed by the Minuteman School Committee in the spring of 2014 and sent to the member towns for ratification. However, that effort failed when one town rejected the proposal. (All 16 members must vote “yes” in order to revise the Regional Agreement.)

**Question #3: What Regional Agreement is Minuteman currently working under?**

The Minuteman Regional Agreement was last revised in 1980. Minuteman continues to operate under the terms of that 1980 Agreement.

**Question #4: Where do the latest revisions come from?**

The package being presented to Town Meetings in January and February of 2016 is the culmination of *years of work* by town officials and other stakeholders in the Minuteman District. The latest version of the Agreement is the result of meetings by a working group of selectmen representing each of the 16 member towns. The latest version, approved December 21, 2015, by the Minuteman School Committee, builds on the revisions proposed to area Town Meetings in early 2014.

**Question #5: The March 11, 2014 version of the Regional Agreement was passed by most – but not all – of the towns in the Minuteman District. What's the difference between that version and the December 21, 2015 version being presented to us now?**

Simply put, the new Agreement streamlines the process for withdrawal by member towns, eliminates the five-student minimum charged to member towns for capital costs, and requires out-of-district communities to pay an equitable share of any capital costs associated with a Massachusetts School Building Authority (MSBA) project. For a more detailed review of the changes, please visit the Minuteman website: [www.minuteman.org](http://www.minuteman.org). See the link titled “The Regional Agreement and Proposed Amendments.”

**Question #6: How many towns must approve changes in the Regional Agreement?**

Changes in the Minuteman Regional Agreement require the approval of every member town. That means that Town Meetings in all 16 towns must vote “yes”.

**Question #7: What makes you think these revisions will be more acceptable to the member towns?**

The goal of the Selectmen’s working group that agreed on the latest revisions was to “get to YES” in all 16 communities. This required negotiation and compromise by all parties. These are *consensus revisions*, recommended by the working group, without any opposition, and approved by the Minuteman School Committee by a unanimous vote for town consideration. The latest changes appear to address the main concerns raised during debate over the 2014 revisions. Further, all 16 towns quickly called Special Town Meetings to consider the changes. This gives great cause for optimism.

**Question #8: Is the new Regional Agreement linked to the Minuteman building project?**

Technically speaking, there is no link between the Regional Agreement and Minuteman’s plans to build a new school with financial help from the Massachusetts School Building Authority (MSBA). The MSBA is not requiring Minuteman to secure a new Agreement. Practically and politically speaking, however, there is direct link. Several town officials have said they could not support the Minuteman project in their towns until a new Regional Agreement is approved by all 16 towns.

**Question #9: Is that why there’s such a sense of urgency?**

Yes. The Minuteman building project is certainly a big part of it. The MSBA has given Minuteman only until June 30, 2016, to secure local approval for the building project, which includes bonding.

**Question #10: What are some of the key reasons to support the new Agreement?**

There are several reasons. Ratification of the Agreement will:

- End years of dispute among member towns over Minuteman governance issues...and create a more unified District
- Help the District proceed with its long-planned, state funded construction project
- Protect a roughly \$45 million reimbursement from MSBA
- Honor the hard work of the selectmen’s working group representing our 16 member towns
- Establish a tone of cooperation among member communities, paving the way for a brighter future for vocational-technical education in the region

- Make it more attractive for other cities or towns to join the District
- Ensure continued educational excellence for Minuteman students

**Question #11: How would approving the new Regional Agreement make it more attractive for new member towns (or cities) to join the Minuteman District?**

The new Regional Agreement will strengthen Minuteman’s governance structure and quickly clarify District membership (i.e., identify which towns are staying in the District and which ones, if any, are leaving). While a number of communities have expressed interest in possibly joining the Minuteman District, community leaders have also indicated they would be more inclined to join once all of these issues have been resolved.

**Question #12: What is the effective date of the new Regional Agreement?**

The new Agreement will become effective when it is accepted by all 16 member towns, and approved by the Commissioner of Education. Pursuant to Section VII of the existing agreement, any amendment “shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting.” Although the existing agreement does not so state, approval by the Commissioner of Education is also required for any amendment to a Regional Agreement, pursuant to 603 CMR 41.03(4) (“The Commissioner shall approve or disapprove a Regional District Agreement, and any subsequent amendments to the Agreement, based on review and recommendation by the Department that the Agreement meets the standards in 603 CMR 41.00 and applicable law.”). Incidentally, one of the changes in the new Regional Agreement is to add a provision to Section VII explicitly stating that amendments require the approval of all member towns and the Commissioner. However, even without that language in the existing agreement, the regulations require it. Thus, the amended Regional Agreement will become effective when it is approved by the Commissioner (because the Commissioner will not approve the Agreement until it has been approved by all 16 towns).

**Source:** Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #13: What would be the effective date for withdrawal if one of the seven towns specifically listed as a declarant town in this Agreement (that is, in Section IX (E) Initial Procedure for Withdrawal in the December 21, 2015 proposal) actually votes to leave under its terms?**

July 1, 2017 will be the effective date of withdrawal of any member towns whose town meetings vote to withdraw, assuming approval of the amended Regional Agreement by all 16 member towns and the Commissioner (and assuming that the Commissioner’s approval comes prior to December 31, 2016). This is because 603 CMR 41.03(2)(a) provides that a member may withdraw from a region effective July 1, so long as all requisite approvals (of other member towns and the Commissioner) have been obtained by the preceding December 31.

**Source:** Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #14: What's the process for approval by DESE?**

Once the agreement is approved at all 16 town meetings, Minuteman will need to submit the final approved copy of the Agreement, along with the certified town meeting votes, to the Commissioner for his approval. The amended Agreement will only be sent to the Commissioner after approval by all of the member towns.

**Question #15: I have heard that a town leaving the Minuteman district would need to submit a plan to the Department of Education to provide Chapter 74 education to students in the town who want to pursue that type of education. I have also heard that that a plan would need to be approved before the town's departure from Minuteman can be finalized. Am I correct about that?**

Until mid-January, Minuteman had the same understanding. However, DESE's Deputy Commissioner provided the following statement to Minuteman on January 15, 2016: "I'd like to clarify the process for DESE review of a town's proposed withdrawal from a regional vocational school district. The Department's primary role in this situation is to ensure that the withdrawal conforms to the procedural requirements set out in the regional agreement, and to assist the district and the withdrawing town in addressing the various financial and logistical issues that arise from a withdrawal. There is no requirement that a withdrawing town submit a plan on providing alternative access to vocational education. Although we encourage towns to provide or arrange for appropriate vocational education opportunities for their students, there is no legal requirement that they do so. State law (G.L. c74, s.7) already provides a mechanism for students to enroll in out-of-district vocational programs.

This is a different situation than a town seeking to withdraw from a regional academic school district. Every town has a legal obligation to provide an academic course of study for its resident children, either by operating its own school, joining a regional academic school district, or entering into a tuition agreement with another district. Towns seeking to withdraw from a regional academic district would be required to provide a satisfactory plan for meeting this obligation."

**Source:** Deputy Commissioner Jeffrey Wulfson, Massachusetts Department of Elementary and Secondary Education, January 16, 2016

**Question #16: If a town leaves the District, what happens to students from that town currently enrolled at Minuteman?**

All student currently enrolled at Minuteman are held harmless and remain students until graduation. While the town remains a member, all students can continue to apply and be accepted. Once the town is no longer a member, Minuteman can make no guarantees.

**Question #17: What would the policy be regarding admitting students from communities that leave the district? That is, would it be an option for a departing town to continue to send students to Minuteman on a tuition basis and under what conditions?**

Any Intermunicipal Agreements (IMAs) would need to be approved by the Minuteman School Committee. If the district were to agree to allow departing students to apply through an IMA, Minuteman's Superintendent would recommend that the IMA be for a period of three (3) years. Any renewal of an IMA would be subject to space being available in the new school. (Overall capacity has been shrunk to 628 students.) Overall enrollment from member towns (even if several current smaller towns depart) is expected to increase. Some larger non-member communities have expressed interest in exploring the idea of joining the region with a more 'user friendly' Regional Agreement in place. If any new members were to join, this would reduce significantly any room for non-member applicants.

**Question #18: Are there any incentives for new cities or towns to join the Minuteman District?**

Yes. First, new members would be able to guarantee access at Minuteman High School for students from their communities. Second, the community would gain a seat on the Minuteman School Committee which sets policy for the District.

**Question #19: I have a question regarding Section X(B). That section reads: "(B) Subject to state law, and applicable regulations, effective June 30, 2018, it shall be the policy of the District to admit out-of-district students only based on tuitions and charges equal or greater than the District's similarly-calculated average per pupil cost for in-district communities as determined by the Committee. Exceptions to this policy may only be made by two-thirds weighted vote of the Committee. The provisions of this paragraph (B) shall not apply to incoming school choice students under M.G.L. c. 76, § 12B." Why does this section have an effective date of June 30, 2018?**

Because this is expected to be the first fiscal year that the district will bear significant project borrowing costs.

**Question #20: I have a second question about Section X(B). The Commissioner consistently sets the tuition at a level lower than the average cost per in-district pupil. If the Commissioner sets a similar low level of tuition in the future, will this section require an annual 2/3's vote by the school committee to allow out-of-district student to attend?**

No. State law prohibits a district from charging an operating tuition above the level set by the Commissioner. However there (currently) is no state law prohibiting the District from charging a non-member capital fee (on top of the operating tuition) less than the capital fee set by the Commissioner. The intent of this section is to give the School Committee the

ability to waive a capital fee in certain circumstances. In order to waive the capital fee, it would require a 2/3 vote of the School Committee.

**Question #21: Can my town reject the “escape clause” by which those towns leaving the District may avoid paying their share of the capital expense for a new school?**

Rejection of all or part of the proposed agreement by any of the 16 member towns will kill the Regional Agreement. Defeat of the Regional Agreement may increase the likelihood that roughly \$45 million committed by the state to the Minuteman high school construction project will be lost to the District. If the Massachusetts School Building Authority (MSBA) project fails, District taxpayers will be required to pay approximately \$100 million for repairs, without any help from the MSBA.

**Question #22: What would be the financial impact of the new Regional Agreement on the District as it is currently comprised with 16 towns?**

Appendix A of the revised Regional Agreement outlines the financial impact of the revised Capital Assessment model. There is a link on the front page of the Minuteman website that includes information about “The Regional Agreement and Proposed Amendments”, including Appendix A. The Minuteman website may be found at [www.minuteman.org](http://www.minuteman.org).

**Question #23: What would be the impact of a new Regional Agreement and seven towns departing on our town’s project capital commitment?**

The impact would be minimal on a percentage basis. The range of impact can be determined by reviewing the spreadsheets developed by the District showing projected member assessments for 16 towns and projected member assessments for nine towns. Generally, the overall impact is small given the small enrollment that would be associated with departing towns. Remaining small towns may see a greater per pupil impact.

**Question #24: I am a town official in the Minuteman District. Do you have a brief Summary that we could use to explain the revised Regional Agreement on the Town Meeting Warrant?**

Yes, we do. It can be found on the Minuteman website: [www.minuteman.org](http://www.minuteman.org).

**Question #25: Where could I get more information about the new Regional Agreement?**

Go to the “Quick Link” titled “The Regional Agreement and Proposed Amendments” on the main page of the Minuteman website, [www.minuteman.org](http://www.minuteman.org).

**Question #26: I am a town official in the Minuteman District. What if I have additional questions?**

The Superintendent hosted a breakfast meeting for town officials to talk about the revised Regional Agreement on Thursday, January 21, 2016, at 7:30 a.m. in the Paul Revere Room at Minuteman High School. More than 20 town officials, representing 12 of the District's 16 communities, attended.

Any additional questions may be submitted to the Superintendent.

**Question #27: Can "Declarant" towns that vote to withdraw from the District as part of this revised Regional Agreement approval process vote on bonding for the project, either at Town Meetings pursuant to Chapter 71, Section 16(d) or through a districtwide ballot pursuant to Chapter 71, Section 16(n)?**

Three things are required for any of the "Declarant" towns to withdraw from the District:

- a) All 16 Town Meetings must approve the new Regional Agreement;
- b) The Declarant town's own Town Meeting must approve its withdrawal; and,
- c) The Commissioner of Education must approve the new Regional Agreement.

Even after all three of the above events have occurred, the withdrawal of a town will not become effective until the July 1 after the first December 31 following the Commissioner of Education's approval. So, assuming that all three required events occur prior to December 31, 2016, the withdrawal of a Declarant town will become effective on July 1, 2017.

Until the effective date of a member town's withdrawal, that town continues to be a member of the District. As a result, the town may participate in the debt approval process under both M.G.L c. 71, § 16(d), which permits "any member town of the regional school district" to vote to disapprove the incurring of debt during the 60-day period immediately following the Regional School Committee's authorization of the debt; or under c. 71, § 16(n), which provides for a district-wide election "in member towns," called by a warrant addressed to the voters "in the member towns," with notice posted and polling places "in each town."

Since § 16(d) only creates a mechanism for member towns to disapprove the incurring of debt, and does not require that any towns affirmatively approve the incurring of debt, if a town's withdrawal is approved as described above, then the withdrawing town – which under the terms of the new Regional Agreement will not be responsible for debt incurred after December 10, 2015 – need not take any action with respect to a School Committee vote to incur debt.

**Source:** Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #28: Doesn't the new Regional Agreement require the District to use Chapter 71, Section 16(d) first, that is, give Town Meetings 60-day veto power before going to a District-wide ballot?**

Yes. One of the amendments to the existing Regional Agreement included in the proposed new Regional Agreement is the addition of Section IV(I) which, among other things, requires that the Regional School Committee first seek authorization of the incurring of debt under M.G.L. c. 71, § 16(d), before utilizing the district-wide election approach under c. 71, § 16(n). If the new Regional Agreement is approved by all 16 member towns and the Commissioner of Education, it will become effective and this approach will be required for the incurring of debt going forward. However, at this time, the District continues to operate under the existing Regional Agreement, which contains no such provision. Thus, the School Committee is currently not required to first utilize c. 71, § 16(d).

**Source:** Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #29: Can the District add more time to the 60-day window established in Chapter 71, Section 16(d) in which a town could veto the bonding?**

Chapter 71, § 16(d) provides that the Regional School Committee may not incur any debt until the expiration of 60 days after the date on which the Committee votes to authorize the debt. Section 16(d) further provides that “before the expiration of this [60 day] period any member town may hold a town meeting for the purpose of expressing disapproval of [the debt authorized by the Committee],” and if any such town meeting, by a majority vote, “disapprov[es] of [the debt authorized by the Committee], the debt shall not be incurred.” Thus, by law, the member towns must be given 60 days during which they may vote to disapprove the incurring of debt, and any such vote during the 60-day period following the School Committee’s vote to authorize the debt will operate to prevent the School Committee from incurring said debt. There is nothing in the statute which gives the School Committee the authority to extend the 60-day period during which disapproval of a member town’s Town Meeting legally prevents the School Committee from incurring the authorized debt.

**Source:** Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #30: What happens if a Town Meeting votes to make further amendments to the Regional Agreement during its Special Town Meeting? What is the effect on the approval process? Put another way, if a town further amends the revised Regional Agreement does that equate to a “no” vote by the town?**

All sixteen towns must approve the new Regional Agreement as voted by the Regional School Committee in order for the approval process to succeed.

The new Regional Agreement is actually an amendment to the existing Regional Agreement, and so the approval process is governed by Section VII of the existing Agreement. Pursuant to Section VII, the Regional School Committee approves a proposed amendment, and delivers written notice of the proposed amendment to the Boards of Selectmen in each member town, along with a copy of the proposed amendment. Section VII then requires the Selectmen in each member town to include an article in the warrant of the next annual or special town meeting “stating the proposal or the substance thereof.” Section VII further provides that

“such amendment shall take effect upon its acceptance by all the member towns” (although not stated in Section VII, approval of the proposed amendment by the Commissioner of Education is also required).

Thus, under Section VII, the School Committee proposes the amendment, and it is the School Committee’s proposed amendment which must be accepted by the member towns. A Town Meeting which “further amended” the new Regional Agreement in any way would not be voting on the School Committee’s proposed amendment, and thus any vote to accept a “further amended” Agreement would not be an acceptance of the new Regional Agreement.

**Source:** Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #31: What should a Town Moderator do if someone at Special Town Meeting wants to propose a further amendment to the revised Regional Agreement approved by the Minuteman School Committee on December 21, 2015?**

The proposed warrant article calls for a “yes” or “no” vote on the School Committee’s proposed amendment. It reads:

*To see if the Town will vote, consistent with Section VII of the existing “Agreement With Respect to the Establishment of a Technical and Vocational Regional School District” for the Minuteman Regional Vocational School District, to accept the amendments to said Agreement which have been initiated and approved by a vote of the Regional School Committee on December 21, 2015, and which have been submitted as a restated “Regional Agreement” bearing the date of December 21, 2015 to the Board of Selectmen of each member town.*

An attempt by Town Meeting to amend the underlying “restated Regional Agreement” would be outside the scope of the article, which calls only for a vote on the amendments “initiated and approved” by the School Committee on December 21, 2015, and does not contemplate any other action by Town Meeting. Thus, a Town Moderator should not permit any such motion to “further amend” the new Regional Agreement.

**Source:** Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #32: Would one or more of the seven “Declarant” towns specifically listed in the revised Regional Agreement be liable for debt if the town votes to withdraw from the District as part of the approval process, all 16 towns ratify the revised Regional Agreement, but the District’s vote to incur debt occurs before the Commissioner of Education gives final approval to the new Regional Agreement?**

No. Section IX(E) of the new Regional Agreement states that “no community withdrawing under this Initial Procedure for Withdrawal shall be responsible for District debt incurred after December 10, 2015.” Under the scenario described above, assuming the Commissioner does approve the new Regional Agreement after its approval by all 16 member towns, the new Regional Agreement will become effective, and any town which voted to withdraw from the

District in accordance with Section IX(E) during the approval process will not be liable for debt incurred by the District after December 10, 2015.

*Source:* Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #33: What will be the effective date of the new Regional Agreement?**

There is no specified date. The new Regional Agreement will become effective upon its approval by all 16 member towns, and approval by the Commissioner of Education. Although it is not explicitly stated in the existing Regional Agreement, the Commissioner's approval is required for any amendment to a Regional Agreement, pursuant to 603 CMR 41.03(4). The Commissioner will not approve the Agreement until it has been approved by all 16 member towns.

*Source:* Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #34: If the Regional School Committee utilizes a district-wide election under § 16(n) to seek approval of the incurring of debt, may a member town exercise the option of withdrawal under Section IV(I) of the new Regional Agreement and exempt itself from liability for the debt?**

Section IV(I) of the new Regional Agreement is a new provision which is not contained in the existing Regional Agreement. This new provision provides a mechanism for a town to exempt itself from liability for debt approved in a § 16(n) election if a majority of voters in that town voting in the district-wide election vote to disapprove the incurring of debt, and the town sends a notice of withdrawal from the District consistent with Section IX of the Agreement within 60 days of the § 16(n) election. This mechanism is not available to any town unless and until the new Regional Agreement has been approved by all 16 towns and the Commissioner.

*Source:* Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

**Question #35: In what order should Town Meetings in "Declarant" towns seeking to withdraw pursuant to the Initial Procedure for Withdrawal take up the two articles on the approval of the Regional Agreement and the town's withdrawal from the District?**

I recommend that the approval of the new Regional Agreement be voted on first, followed by the withdrawal from the District. The "Declarant" towns will be seeking to withdraw pursuant to the procedure set forth in Section IX(E) of the new Regional Agreement. This is a new provision providing for the one-time opportunity for the 7 listed "Declarant" towns to withdraw through a process which differs significantly from the customary process for withdrawal in the existing agreement. If any of the 16 member towns vote not to approve the new Regional Agreement, none of the "Declarant" towns will be permitted to withdraw, since withdrawal of any "Declarant" town is contingent upon full and final approval of the new Regional Agreement. If the new Regional Agreement is not approved, then the process by which the "Declarants" seek to withdraw will not become effective. For this reason, it is

recommended that towns first approve the new Regional Agreement, which includes the new process under which their vote to withdraw will be taken.

**Source:** Kevin F. Bresnahan, Esq., Murphy, Hesse, Toomey & Lehane, LLP

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