

**Agreement Between  
the Towns of  
Charlton and Dudley, Massachusetts,  
With Respect to  
the Establishment of  
a Regional School District**

(Note: The original agreement between the towns of Charlton and Dudley, Massachusetts, was signed by

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

**Section I ~ The Regional District School Committee**

**(A) Composition**

- a. The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereinafter sometimes referred to as the Committee. Except as provided in subsection I (B), all members shall be elected at annual town elections and shall serve until their respective successors are elected and qualified.

**(B) Initial Committee**

- a. Within 10 days after the establishment of the District, the moderator of the town of Dudley shall appoint four members and the moderator of the town of Charlton shall appoint three members, of whom three from each town shall have been members of the regional school district planning board which submitted this agreement if such persons are available and willing to serve, and the seven members so appointed shall serve on the Committee until their successors are elected and qualified as provided in subsection IC.

**(C) Elected Members**

At its annual town election next following the opening of the regional district junior-senior high school, each member town shall elect three members to serve on the Committee, one for a term of one year, one for a term of two years, and one for a term of three years. Thereafter, in every year in which the term of office of a member expires, each member town shall, at its annual town election elect one member to serve for a term of three years.

**(D) Additional Elected Member**

Commencing with its annual town election following the opening of the regional district junior-senior high school, and at every annual town election thereafter, the member town which had the greater pupil population on October 1 of the previous year shall elect an additional member to serve on the Committee for a term of one

year. For this purpose, pupil population shall be defined as the number of pupils residing in a member town who are receiving education at the expense of the town.

(E) **Vacancies**

If a vacancy occurs among the members appointed by the moderator under subsection I(B), the moderator of the town involved shall within thirty days after such vacancy occurs appoint a member to serve until his successor is elected and qualified as provided in subsection I(C). If a vacancy occurs among the members elected under subsections I(C) and I (D), the selectmen and remaining members of the regional district school committee from the town involved, acting jointly, shall within thirty days after such vacancy occurs, appoint a member to serve until the next annual town election, as which election a successor shall the balance of the unexpired term, if any.

(F) **Organization**

Promptly upon the appointment and qualification of the initial Committee and annually thereafter at the first regular meeting of the committee after the annual town elections of both members towns have been held, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.

(G) **Powers and Duties**

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(H) **Quorum**

The quorum for the transaction of business shall be a majority of the Committee, but a number less than the majority may adjourn.

**Section II ~ Type of Regional School District**

The regional school district shall include all grades from kindergarten through grade twelve. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon.

**Section III ~ Regional District School Buildings**

Amendment #1: made October 19, 1970

(A) **Location of New Schools**

Any new regional school constructed to accommodate the pupils from all the member towns in any one or more of the grades seven through twelve shall be located within the geographical limits of the District and within a radius of two miles from any point on the

boundary line between the towns of Charlton and Dudley. Any new regional school constructed to accommodate pupils principally from one town in any one or more of the grades below grade seven shall be located in that town.

**(B) Initial Junior-Senior High School**

After the district is established, the Committee shall, as soon as practical, take appropriate steps to enable the construction by the district of a junior-senior high school to accommodate pupils from both member towns who attend grades seven through twelve.

**(C) Lease of School Buildings**

The town of Charlton is hereby authorized to lease to the regional school district all the premises and buildings presently known as the (1) Charlton City Grade School, (2) Charlton Elementary School, and (3) Charlton High School. The town of Dudley is hereby authorized to lease to the regional school district all the premises and buildings presently known as the (1) Dudley Elementary School, (2) Mason Road School, and (3) Dudley Junior High School. Each of the leases authorized above shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in all the grades of the district. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty years, renewable at any time during the term, at the option of the Committee. Each of the leases shall contain provisions authorizing the regional school district to insure, repair, improve, alter, remodel or modernize any of the leased buildings. No rental shall be charged to the district by any of the member towns. Each lease involving a member town shall be on such other terms as may be determined by the selectmen thereof and the Committee, who shall execute the lease for the member town and the regional school district, respectively.

**Section IV ~ Apportionment and Payment of Costs Incurred by the District**

**(A) Classification of Costs**

For the purpose of apportioning assessments levied by the district against the member towns, costs shall be divided into two categories: capital costs and operating costs.

**(B) Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extra-ordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation, the cost of original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the district to finance capital costs.

**(C) Operating Costs**

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

**(D) Apportionment of Capital Costs**

Capital costs, including debt service on bonds or notes issued by the District to finance capital costs, in connection with any particular district school shall be apportioned on the basis of each member town's pupil enrollment in such school. Each member town's share shall be determined by computing the ratio which its pupil enrollment in such school on October 1 of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment from all the member towns in such school on that date. If there is no enrollment in such school on the aforesaid October 1, the apportionment of debt service with respect thereto shall be made on the basis of the estimated pupil enrollment from each member town in such school on the aforesaid date had there been any enrollment, such estimate to be made by the Committee.

**(E) Apportionment of Operating Costs**

Operating costs, and any capital costs not apportioned pursuant to subsection IV (D), for the first calendar year next following the establishment of the regional school district and for every calendar year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional district schools, including the schools referred to in subsection III C. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the regional district schools on October 1 of the year next preceding the year for which the apportionment is determined bears to the total pupil enrollment from all the member towns in regional district schools on the same date. In the event that enrollment in the regional district schools has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in all grades from kindergarten through grade 12 of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

Amendment #2:

**(F) Times of Payment of Apportioned Costs**

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection V.C, of the capital and operating costs. Except as otherwise provided in subsection V A, the annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

April 1	25%
June 1	60%
September 15	75%
November 15	100%

**Section V ~ Budget**

**(A) Initial Budget**

Within sixty days after the initial Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee and to the chairman of the board of selectmen of each member town for their consideration. A budget shall be adopted within thirty days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned between the member towns according to the provisions of Section IV hereof. The District Treasurer shall certify to the treasurer of each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be or may have been appropriated by each member town for such purpose.

**(B) Tentative Maintenance and Operating Budget**

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

~~Copies of such tentative budget shall be mailed to the chairman of the finance or advisory committee and to the chairman of the board of selectmen of each member town on or before November 15.~~

**Amendment #3, November 1, 1973**

Thereafter, not later than 75 days prior to the annual town meeting for the transaction of business of the member town to first hold such a meeting, the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds, notes or other obligations of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses and such other classifications as may be necessary:

- i. Administration
- ii. Instruction
- iii. Other School Services
- iv. Operation and Maintenance of Plant
- v. Fixed Charges
- vi. Community Services
- vii. Acquisition of Fixed Assets

- viii. Debt Retirement of Debt Service
- ix. Programs with Other Districts and Private Schools

Copies of such tentative budget shall be mailed to the chairman of the finance or the advisory committee and to the chairman of the board of selectmen of each member town not later than 60 days prior to the annual town meeting for the transaction of business of othe member town to first hold such a meeting.

**(C) Final Maintenance and Operating Budget**

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

**Amendment #3, November 1, 1973**

The committee shall not later than 45 days prior to the annual town meeting for the transaction of business of the member town to first hold such a meeting, but in no event later than March 31 in each year, Adopt an annual maintenance and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV (D) and IV (E). The amounts so apportioned for each member town shall be certified by the district treasurer to the treasurers of the member towns not later than 30 days prior to the annual town meeting for the transaction of business of the member town to first hold such a meeting, but in no event later than April 30 of each year, and each town shall, at such annual town meeting, appropriate the amount so certified to it.

**Section VI ~ Transportation**

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member towns as an operating cost, except that the cost of transportation for the first full calendar year in which all the schools of the District are in operating and for any calendar year prior thereto shall be apportioned to the member town in such manner as may be determined by the Committee.

**Section VII ~Amendments**

**(A) Limitation**

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment

thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

**(B) Procedure**

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section IX), may be initiated by a vote of a majority of all the members of the Committee or by a petition signed by at least 10 percent of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

**Section VIII ~ Admission**

By an amendment of this agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the regional school district upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

**Section IX ~ Withdrawal**

**(A) Limitations**

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

**(B) Procedure**

The clerk of the town seeking to withdraw shall notify the committee in writing that such town has voted to request the committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection VII (A). The secretary of the committee shall mail or deliver a notice in writing to the board of selectmen of each town that the committee has drawn up an amendment to the agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

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

Upon the effective date of withdrawal the terms of office of all members serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the committee shall be decreased accordingly.

**(D) Apportionment of Capital Costs After Withdrawal**

The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the share of any town or towns which have withdrawn shall be apportioned to the remaining member town or towns in the manner provided in subsection IV (D) or as may be otherwise provided in the amendment providing for such withdrawal.

**Section X ~ Pupils**

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

**Section XI ~ Employment of Teachers**

Every teacher serving at the discretion of a local school committee (tenure teacher) of a member town whose position is superseded by reason of the establishment and operation of the regional school district shall be employed by the regional district school committee to serve at its discretion. Any teacher not serving at the discretion of a local school committee (non-tenure teacher) of a member town whose position is superseded by reason of the establishment and operation of the regional school district shall be employed by the regional district school committee to serve at its discretion. Any teacher not serving at the discretion of a local school committee (non-tenure teacher) of a member town whose position is superseded by reason of the establishment and operation

of the regional school district shall be employed by the regional district school committee.

**Section XII ~ Jurisdiction of Pupils**

At such times as it elects, the regional district school committee shall give written notice by registered for certified mail to the local school committee of the member towns specifying the date on which the regional district school committee shall assume jurisdiction over the pupils in all the grades of the district. The said notice shall be mailed at least 90 days prior to the date specified in the notice on which jurisdiction will be assumed.

**Section XIII ~ Incurring of Indebtedness by the District**

The incurring of indebtedness by the district shall be approved by the registered voters in the member towns pursuant to clause (n) of section sixteen of Chapter seventy-one of the General Laws as amended.

In witness whereof, this agreement has been executed as of the 15<sup>th</sup> day of January 1970.

Charlton and Dudley  
Regional School, District Planning Board

Andrew K. O'Keefe  
John L. Cook  
R.R. Grimwade  
William L. Walker  
Thomas D. O'Connor

APPROVED:  
The Commonwealth of Massachusetts  
Department of Education  
by

The Commonwealth of Massachusetts  
Emergency Finance Board