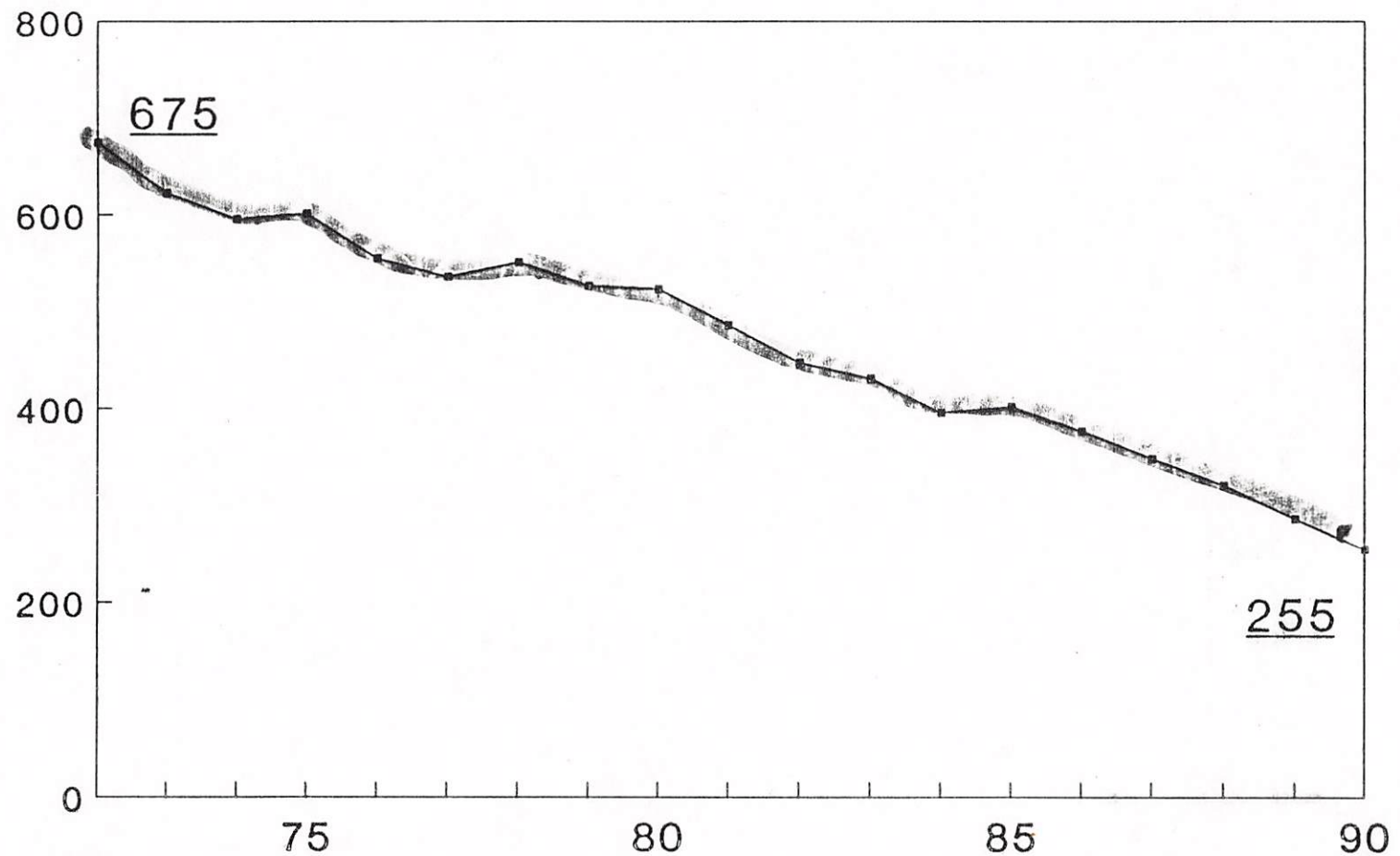


Report of the  
Maynard Regional School District  
Planning Committee

15 April 1991

# High School Enrollment 1972-1990

## Grades 9-12





# What a Larger Population Allows

- More courses
- More sections of each course
- Less scheduling conflicts
- More ability levels of courses
- Better distribution of students across course
- Courses that meet specific needs of students
- More/different foreign languages
- More extra-curricular activities
- More "unusual" courses
- More lab sections
- More art, music, vocational courses

Preface to the Report of  
The Task Force on Declining Enrollment  
1987

This committee pointed out many of the problems inherent in declining enrollment and smaller high school populations.

REGIONALIZATION

AN OVERVIEW

## PREFACE

Although almost all high schools are facing decreased enrollment problems in the next few years, small high schools need to be concerned a great deal more than larger schools. Larger schools will still be able to preserve most of their programs during this period, where as schools as small as Maynard High School have many courses and programs that may not be able to be carried at all due to insufficient numbers.

In bigger schools when numbers go down, most often the number of sections are reduced, but the variety of course offerings is still maintained. In schools the size of Maynard, that may have offered only one section to begin with, the course faces possible elimination. This situation occurs at the extremes, the honors and basic levels usually, where number of sections offered in a small school are limited to begin with.

Elimination of courses usually means elimination of teachers. Attempts to provide a varied curriculum with fewer teachers means loss of quality due to two reasons. First, teachers are required to teach more subjects and therefore have trouble with too many preparations, and secondly teachers are asked to teach out of their area of expertise. The above factors, although, they make efforts to meet the needs of students, are only making quantitative efforts, and do not provide the quality that we all want for the students at Maynard High School.

Scheduling in small schools is extremely difficult. Schedules have to be made up with typical programs in mind. ie. a college bound senior usually takes about five or six courses and because most of these are only offered once, they must be scheduled at different times. The problem arises when students try to take courses that are not usually taken by students in this track. Conflicts arise and students very often are forced to make hard choices.

In an attempt to be able to look ahead with the confidence that Maynard High School will be able to meet the needs of all students, we have organized a Task Force to address this issue. The Task Force is made up of administrators, teachers, parents, school committee and town officials. This Task Force will be making reports and recommendations to the school committee to ensure that the students of Maynard High will be prepared for their future endeavors.

Maynard High has made a great deal of progress in the past few years, there is no reason to stop this growth now. In spite of the problems that we will be facing over the next few years careful planning and preparation will allow us to provide a quality educational program and meet the needs of all students.



## REGIONALIZATION: AN OVERVIEW

The Maynard High School student body has gone from 675 in 1972 to 255 in 1990. In the last three years, 24%, 34% and 42%, respectively, of the 8th graders at Fowler chose to go to a high school other than Maynard High. Most of those went to Assabet Valley Vocational School, but a significant number have chosen other public and private schools.

Smaller classes can mean a more personal educational setting, but the community has to be willing to financially support such small class sizes. At Maynard High this fall, 18 of the 91 academic classes had an enrollment of less than ten students, some as few as four. Without that financial support, other budget items (maintenance, staff development, capital outlay) may need to be cut to make up the difference. In fact, Maynard's per-pupil cost of education has been significantly above the state average for most of this decade; in 1989, it fell below the state average.

The issues of declining high school enrollment and rising school costs have been present in Maynard in the past. The question of regionalization is also not new and unique to this year. In the mid 1970's, Maynard briefly looked at the question of regionalization with Nashoba. Evidently, there wasn't enough support at the time and the question was dropped.

In 1987, the Maynard High Task Force On Declining Enrollment was formed to look at the problem of dealing with steadily declining numbers of students at the high school. The Committee stated some of the problems in the preface to its report:

"Larger schools will still be able to preserve most of their programs during this period [of declining enrollment], whereas schools as small as Maynard high School have many courses and programs that may not be able to be carried at all due to insufficient numbers.

"In bigger schools when numbers go down, most often the number of sections are reduced, but the variety of course offerings is still maintained. In schools the size of Maynard, that may have offered only one section to begin with, the course faces possible elimination. This situation occurs at the extremes, the honors and basic levels usually, where numbers of sections offered in a small school are limited to begin with."

That Committee also pointed out two other problems: Scheduling in small schools is extremely difficult, and conflicts often force hard choices. And, since many of the sports and extra-curricular activities are looking to the same small pool of students for membership, students can easily overextend themselves.

In April 1989, a subcommittee of the Maynard School Committee was formed to look at the issue of regionalization and other options. At Town Meeting in November 1989, this subcommittee was reformed, according to state law, as the Maynard Regional School District Planning Committee, a Town Committee. In May 1990, the Committee presented reports and recommendations to the School Committee on various options studied--distance learning (using TV, computer modems, and other technology), collaborative relationships with area schools, tuitioning students out, restructuring the grade levels, and keeping the system as it is and hoping for a commitment for suitable funding. The Regional Committee also recommended pursuing discussions and negotiations with Acton/Boxboro on regionalizing the schools.

Through the fall and winter of 1990, representatives of Maynard, Acton and Boxboro met to negotiate an amendment to the Acton/Boxboro Regional District agreement for the regionalization of the schools in the three towns from kindergarten through grade 12. That proposed amended agreement, which is enclosed in this report, is what the voters of the town of Maynard will be asked to vote on by secret ballot at Town Meeting on May 20.

Additionally, each community's representatives felt that it would be prudent to have a backup option in the case that one of the other communities turned down the full K-12 agreement. In Maynard's case, this will take the form of a K-6 agreement between Maynard and Acton, and a 7-12 agreement between Maynard, Acton and Boxboro. The Maynard Regional School District Planning Committee supports a unified K-12 district as the best option for the education of Maynard's children; the backup plan accomplishes the same in a two part process. If you vote for the K-12 Region article, you should also vote for the second option, K-6 with 7-12.

Report of  
The Maynard Regional School District Planning Committee  
May 1990

This report was presented to the Maynard School Committee last May, and outlines some of the history of the committee and alternative studies done.



## REGIONAL SCHOOL DISTRICT PLANNING COMMITTEE

**Background:** In May 1989 the Maynard School Committee established a sub-committee to look into regionalization. Volunteers were solicited. On June 8, 1989, the first meeting was held. Early meetings centered around brainstorming ideas and philosophies. It was decided to study regionalization and its alternatives. The November 6, 1989, Maynard Town Meeting voted in favor of an article which created a Regional School District Planning Committee as a separate town committee. Linda Bretz, Jan Crail, and John Meyn were appointed to serve on this committee. Effects of all issues were looked at from the standpoint of curriculum, students, extra-curricular activities, personnel, community, politics, finance, transportation, and facility use. This study was not done because there is fault with our current schools but rather to try to find ways to maintain and improve educational opportunities for all the students of Maynard.

**Alternatives:** Other than regionalization anything else that could be done to help the school system was considered an alternative. The areas investigated were:

**Collaboratives** -- are ways to augment the curriculum through cooperation with other area schools and colleges. Disadvantages are that low enrollment courses could be dropped and travel by students. Advantages are expanded offerings to highly motivated students and additional students in our classes. A pilot for this program will be in place in the Fall of 1990.

**Distance Learning** -- links teachers and students through an innovative mix of satellites, computers, cable television, etc. Disadvantages are the uncertainty of television as a learning tool, technical backup, and course scheduling. The advantage is to use technology to enhance core curriculum and staff development using equipment we already have. This is already being done at the high school and junior high school. Programs will continue to be implemented in the Fall of 1990.

**Tuitioning Out** -- is sending students to another school system instead of MHS and paying the accepting town a certain price per student. Disadvantages are that the sending school has no voting power and there are no State reimbursements. Advantages are more course offerings, faster implementation, and a broader choice of schools.

**Remain the same** -- as we are now; enrollment of 286 grades 9-12; maximum of 400 year 1999/2000. Disadvantages are in the areas of continued support and uncertainty for the future. Advantages would be that we maintain our small comprehensive high school where everyone knows everyone else and tiger pride runs high.

**Reorganization** -- of the grade structures and locations within the present system. The scenario for this would be to move the eighth grade to the high school, have 5 - 7 at the Fowler School, and K-4 at Greenmeadow. A modified middle school concept could be kept for grade 8 at the high school. Disadvantages revolve around



sharing of staff between schools, loss of co-ordination of curriculum between grades 7 and 8, younger students at the high school, and keeping 8th graders separate. Advantages would be the increased course offerings, increased numbers for athletics and extra-curricular activities enabling programs to be kept.

**Regionalization:** Is the consolidation of one school system with one or more other towns forming a school district. Schools can be regionalized K-12 (full regionalization) or 7-12 or 9-12 (partial regionalization). The more fully a district is regionalized, the more State aid is given. However, it is recommended that towns regionalize for educational reasons not financial. Letters of inquiry were sent to Acton-Boxboro, Nashoba, Concord-Carlisle, Lincoln-Sudbury, Harvard, Hudson, Littleton, Marlboro, Wayland, and Westford. Preliminary meetings were held with six of these towns. Acton-Boxboro is the only school to show a continued interest in talks. In all cases it was realized that Maynard High School does not have the capacity to house a regional district. Maynard would need to send its students to another town.

**Acton-Boxboro --** On February 1, 1990, it was agreed to concentrate our exploration of regionalization with Acton-Boxboro Regional. We were well received in Acton and a large exchange of information has transpired. Disadvantages include the loss of a small school atmosphere, local identity, control of a major portion of the school budget, two school budgets (one K-6 and one regional school 7-12), and transporting students out of town. Advantages include an expanded course curriculum, activities, and sports at all levels; association with a national award winning region; the ability to attract families to come to and stay in Maynard. If certain steps are followed regarding use of and disposal of facilities, this will not be a financial burden for the Town of Maynard.

**Surveys:** Were used as a tool to help us see how people felt about the different options of this study. Our own questionnaires were developed and responses taken at our two forums, the junior high, and the high school. Also, information was gathered from the townwide Master Plan Survey.

**Recommendation:** The Regional School District Planning Committee recommends that the Town of Maynard pursue further discussions and negotiations for regionalization of grades 7-12 with the Acton-Boxboro Regional School District. At the May 21 Maynard Town Meeting an article will be presented to see if the town will vote to accept this recommendation. A yes vote on this article will indicate the town's support for discussions to continue but will not commit the town to regionalization with Acton-Boxboro at this time. Future town meeting votes in all three towns (Acton, Boxboro, and Maynard) will be required before a new regional A-B-M district can occur.

**Special Note:** The participants in this study voluntarily contributed many untotalled hours over the past year doing research, attending meetings and forums, writing reports, and travelling to other schools. Their combined effort has saved the Town of Maynard several thousands of dollars compared to what it would have cost to have paid a professional consultant. Each one is to be commended and publicly thanked.

EDUCATIONAL BENEFITS OF REGIONALIZATION

High School Level



## EDUCATIONAL BENEFITS OF REGIONALIZATION

Regionalization would bring solid educational advantages, as well as financial ones.

The primary educational gain for Maynard kids would be the greater choice of course offerings that a larger school can offer. Acton-Boxborough teaches some subjects that Maynard doesn't -- for instance, French and Spanish for seventh and eighth graders. A-B also teaches many courses at more levels than Maynard does, providing students of all abilities more opportunities for learning that have been specially designed to offer them appropriate challenges.

We should remember that Acton-Boxborough High is not just any "large school." A-B students earn SAT scores that on average are among the very highest in the state, and it has won the National Flag of Educational Excellence -- and so has A-B's Raymond J. Gray Junior High. More students from other towns pay tuition to attend Acton-Boxborough High than any other school in the state except one.

Regionalization would also provide Maynard students with a greater choice of sports (including several interscholastic sports at the junior high level that Fowler doesn't have) and other extracurricular activities (such as a high school newspaper).

## Courses & Sections Dropped or Added Since 1987-88

Dropped Course	Dropped Section	DEPARTMENT	Added Section	Added Course
Advanced Algebra	7	English		
Math I	2	Math		
Advanced Biology	3	Science		
	4	Social Studies	1	Honors US Survey
		Foreign Language		
Stenography	2	Business	1	Mac Applications
Keyboarding II				
Woods II	5	Industrial Arts		
Woods III				
Technical Drawing				
Small Engine Tech				
Interior Decorating	1	Home Economics	1	Health
		Music/Art	1	Sight & Sound
Varsity Hockey		Sports		
V Boys Cross Country				
V Girls Cross Country				

## HIGH SCHOOL BENEFITS

As mentioned previously, the driving force in looking at regionalization was the greater opportunity afforded to Maynard's children at the high school level, in numbers of course offerings, levels of courses, and sections in each.

Acton currently offers 120 courses to Maynard's 69. This is expected in a school that size, but Acton/Boxboro goes further. Most academic subjects and courses are offered at a greater range of levels than Maynard is able to do. They offer most of their subjects at basic level up through honors with advanced placement options. The numbers of levels of courses offered means that students at the edges are not forgotten.

The numbers of sections offered mean that there are fewer scheduling problems, and greater opportunity for any student to be able to take the required or elective course he/she wants. In Maynard, 46 of the 91 classes are offered only once per semester or year; at Acton/Boxboro, 48 of 275 classes are offered only once. This means that there is much more flexibility in scheduling at Acton/Boxboro.

The following table is a comparison of current (fall 90) offerings at both Maynard High and Acton/Boxboro:

Department	Maynard				Acton/Boxboro			
	Crses	Levls	Sectns	Singl	Crses	Levls	Sectns	Singl
English	13	3	17	9	15	5	48	3
Math	10	3	15	7	17	5	48	5
Science	9	3	14	4	17	5	39	4
Social Studies	12	4	14	10	21	5	49	8
Languages *	8	2	10	6	27	3	36	19
Business	6		8	4	7		13	5
Home Economics	3		3	3	0		0	0
Art	4		5	3	8		12	4
Industrial Art	4		5	3	8		30	0
	---		---	---	---		---	---
	69		91	46	120		275	48

\* Note: Maynard offers French and Spanish for languages; A/B offers French, Spanish, Russian and Latin. A/B also offers two years of French or Spanish at the Junior High; Maynard offers none.



MAYNARD				ACTON/BOXBORO			
SUBJECT	SECTIONS	PUPILS	LEVELS	SUBJECT	SECTIONS	PUPILS	LEVELS
<b>ENGLISH</b>				<b>ENGLISH</b>			
9	1	19	G	1	1	6	B
9	1	29	C	1	4	81	A
9	1	16	H	1	5	113	AA
10	1	10	G	1	2	44	H
10	2	39	C	2	1	10	B
10	1	8	H	2	5	109	A
11	1	13	G	2	4	94	AA
11	2	47	C	2	2	43	H
11	1	8	H	3-4	1	17	B
12	2	25	G	3	4	92	A
12	1	23	C	3	6	135	AA
12	1	8	H	3	2	38	H,AP
				4	5	102	A
				4	4	110	AA
				4	2	39	H,AP
<b>MATH</b>				<b>MATH</b>			
REVIEW	1	14	3	GENERAL	1	13	B
MATH II	1	9	2	BAS.PROG	3	47	-
PRE-ALG.	1	20	2	ALG.I	4	83	A
ALG I	3	46	3	ALG.I	5	107	AA
ALG.II	3	57	3	ALG.I	1	31	H
GEOM.	2	42	3	ELM.ALG	3	56	B
ACC.GEO	1	8	4	ALG.II	2	42	A
TRIG.	1	25	4	ALG.II	3	72	H
CALC.	1	4	4	ALG.II	5	112	AA
				AD.ALG/T	4	82	A
				GEOM	2	35	H
				GEOM	4	87	AA
				GEOM	5	103	A
				TRIG /G	1	28	H
				TRIG /G	3	79	AA
				CALC	1	13	H,AP
				CALC	1	25	AA
<b>SCIENCE</b>				<b>SCIENCE</b>			
ADVEN. S	1	18	2	BIO	2	21	B
GEN BIO.	2	28	2	BIO.	3	65	A
COL. BIO.	2	25	4	BIO.	3	92	AA
ESN	2	48	3	BIO.	2	60	H
I.P.S.	1	12	4	ADV. BIO	2	28	AP/H
PHYS.	2	34	2	ANAT/PH	1	22	-
CHEM.	2	41	4	E.S.	1	15	B
ADV. CH.	1	4	4	E.S.	4	83	A
PHYSICS	1	9	4	E.S.	2	59	AA
				CHEM.	5	67	A
				CHEM.	3	76	AA
				CHEM.	2	49	H
				ADV CH	2	30	AP/H
				PHYSICS	2	46	A
				PHYSICS	3	72	AA
				PHYSICS	1	23	H
				ECOLOGY	1	22	-

MAYNARD				ACTON/BOXBORO			
SUBJECT	SECTIONS	PUPILS	LEVELS	SUBJECT	SECTIONS	PUPILS	LEVELS
S.S.				S.S.			
U.S.	2	33	3	U.S.HIST 1	1	11	B
HON. U.S.	1	18	4(H)	U.S. HIST. I	4	99	A
AP U.S.	1	11	5(AP)	U.S. HIST 1	4	105	AA
MOD. WLD	1	29	3	US HIST 1	2	58	H
MOD WLD.	1	14	4	U.S. HIST 2	1	11	B
LAW/PSY	1	24	3	U.S.HIST 2	2	46	A
.FOR.POL	1	8	4	U.S. HIST 2	7	183	AA
LEGAL	1	20	2	U.S.HIST 2	1	20	AP/H
TOPIC US	1	15	2	U.S.HIST 2	1	10	AP
COM AFF	1	16	2	WLD. HIST	1	6	B
SOC.	1	15	2	WLD. HIST	3	67	A
WEST CIV	2	43	3	WLD. HIST	6	137	AA
				WLD. HIST	2	47	H
				INTER REL	2	40	H,AA
				PSYCH	2	48	A
				PSYCH	5	123	AA
				PSYCH	1	24	H
				POL. SCI	1	12	-
				YOU/LAW	2	39	-
				ECON.	2	59	-
				SOC.	1	18	-
LANG.				LANG			
FRENCH 1	2	39	3	FRENCH 1	1	11	A
FRENCH 2	1	15	3	FRENCH 2	2	29	A
FRENCH 3	1	19	4	FRENCH 2	1	59	AA
FRENCH 4	1	4	4	FRENCH 2	2	23	H
SPAN 1	1	20	3	FRENCH 3	1	22	A
SPAN 2	2	44	3	FRENCH 3	2	46	AA
SPAN 3	1	23	4	FRENCH 3	1	24	H
SPAN 4	1	4	4	FRENCH 4	1	22	A
LRN.SKIL	2	31	2	FRENCH 4	2	42	AA
PROG.	1	6	3	FRENCH 4	1	20	H
				FRENCH 5	1	21	AA,A
				FRENCH 5	1	19	H
				ACC FREN	1	18	-
				SPAN 1	1	22	A
				SPAN 2	3	52	A
				SPAN 2	2	50	AA
				SPAN 2	1	24	H
				SPAN 3	1	15	A
				SPAN 3	1	18	AA
				SPAN 3	1	20	H
				SPAN 4	1	31	AA,A
				SPAN 4	1	12	H,AA
				SPAN 5	1	12	H
				ACC SP	2	38	-
				LATIN 1	2	48	AA
				LATIN 2	1	13	AA
				RUSS 1	1	23	AA

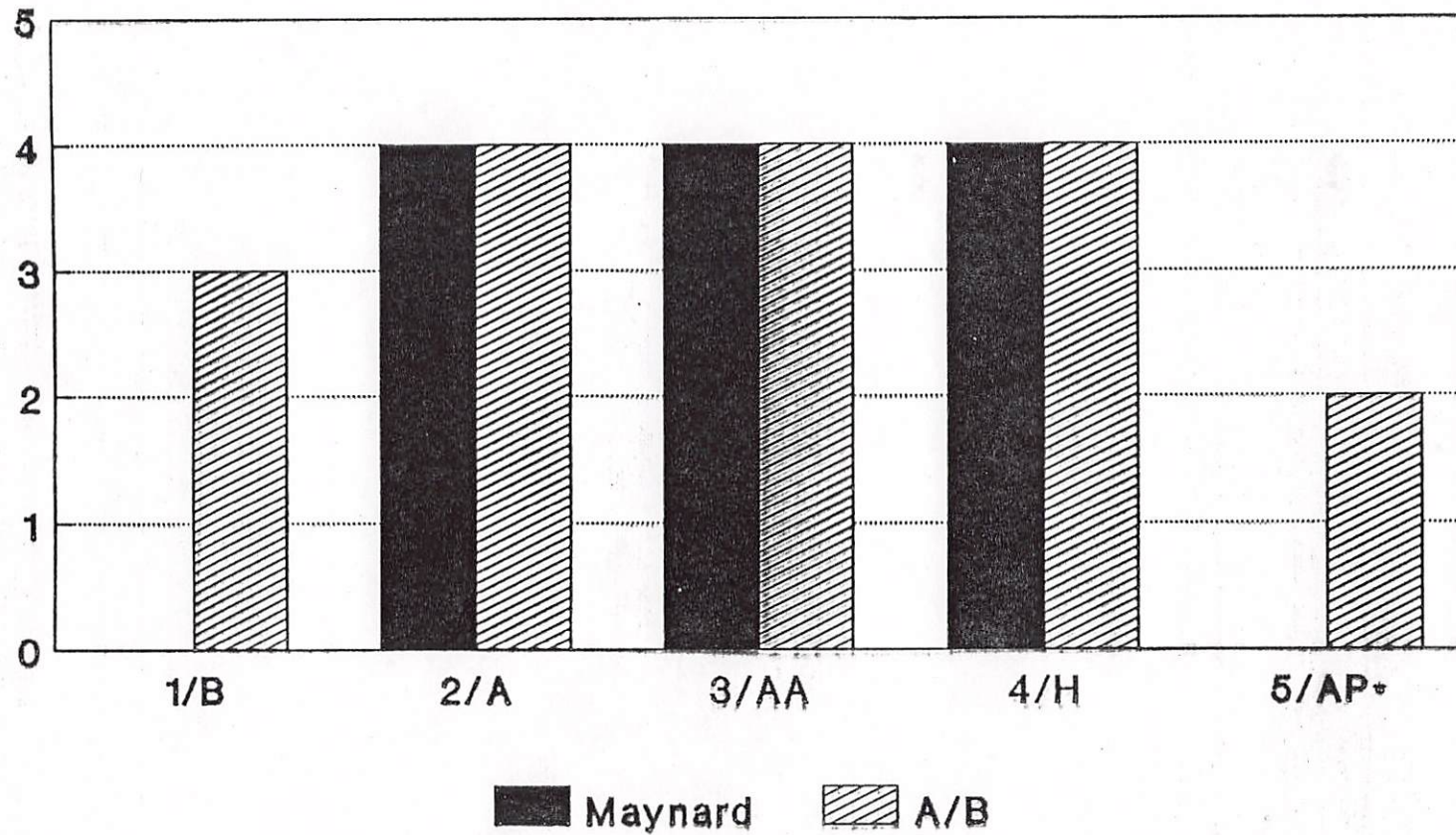
MAYNARD			ACTON/BOXBORO		
SUBJECT		SECTIONS	SUBJECT		SECTIONS
<b>BUSINESS</b>			<b>BUSINESS</b>		
WORD PROCESS		1	WORD PROCESS		1
MAC APP		1	TYPING		1
KEYBOARD		2	COLL. TYPING		4
BUS. MATH		1	BUS. ENG.		1
ACCT 1		2	ACCT. 1		4
ACCT 2		1	ACCT. 2		1
			GEN MATH		1
<b>HOME EC</b>			<b>HEALTH ED.</b>		
FOODS 1		1			
FOODS 2		1			
HEALTH		1			
<b>PHYS. ED.</b>			<b>PHYS. ED.</b>		
<b>ART</b>			<b>ART</b>		
ART PORT		1	COMM. ART		1
ART 1		2	DRAW/PAINT		2
ART 2		1	ADV DRAW/PAINT		1
SIGHT, SOUND		1	SR. ART		2
			CRAFTS		1
			SR. PORTFOLIO		1
			POTT/SCULP		2
			PHOTO		2
<b>I. A.</b>			<b>I. A.</b>		
METALS		1	ENGIN. DRAW		4
WOODS 1		1	ARCH. DRAW		4
WOODS 2		1	DRAFT.		4
AUTO		2	CONSTRUCT. 1		2
			CONSTRUCT. 2		2
			CONSTRUCT. 3		2
			BASIC WOOD		6
			FURN. CONSTRUCT		6



# Courses/Level Offered

## Maynard vs Acton-Boxboro

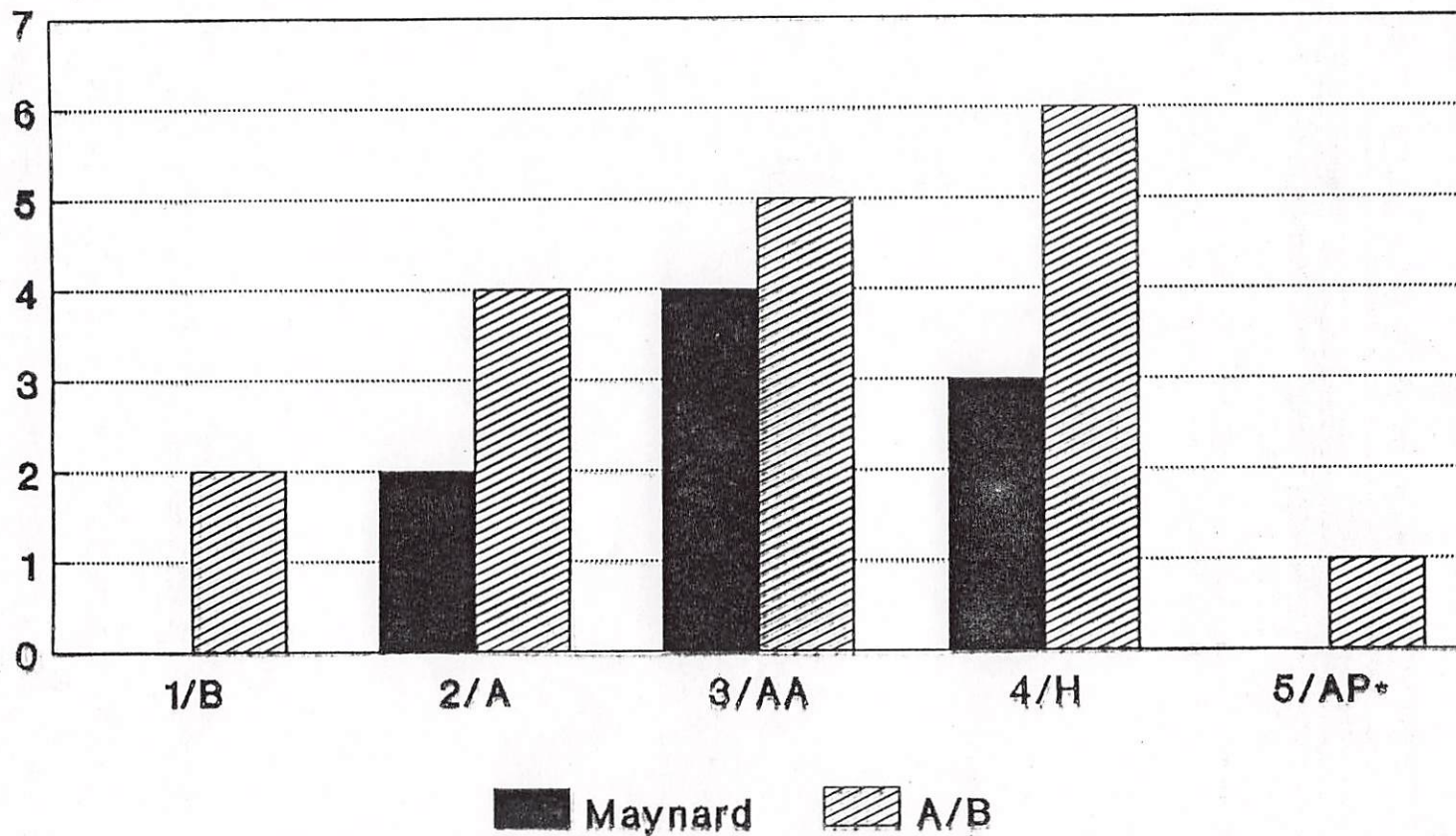
### English



# Courses/Level Offered

## Maynard vs Acton-Boxboro

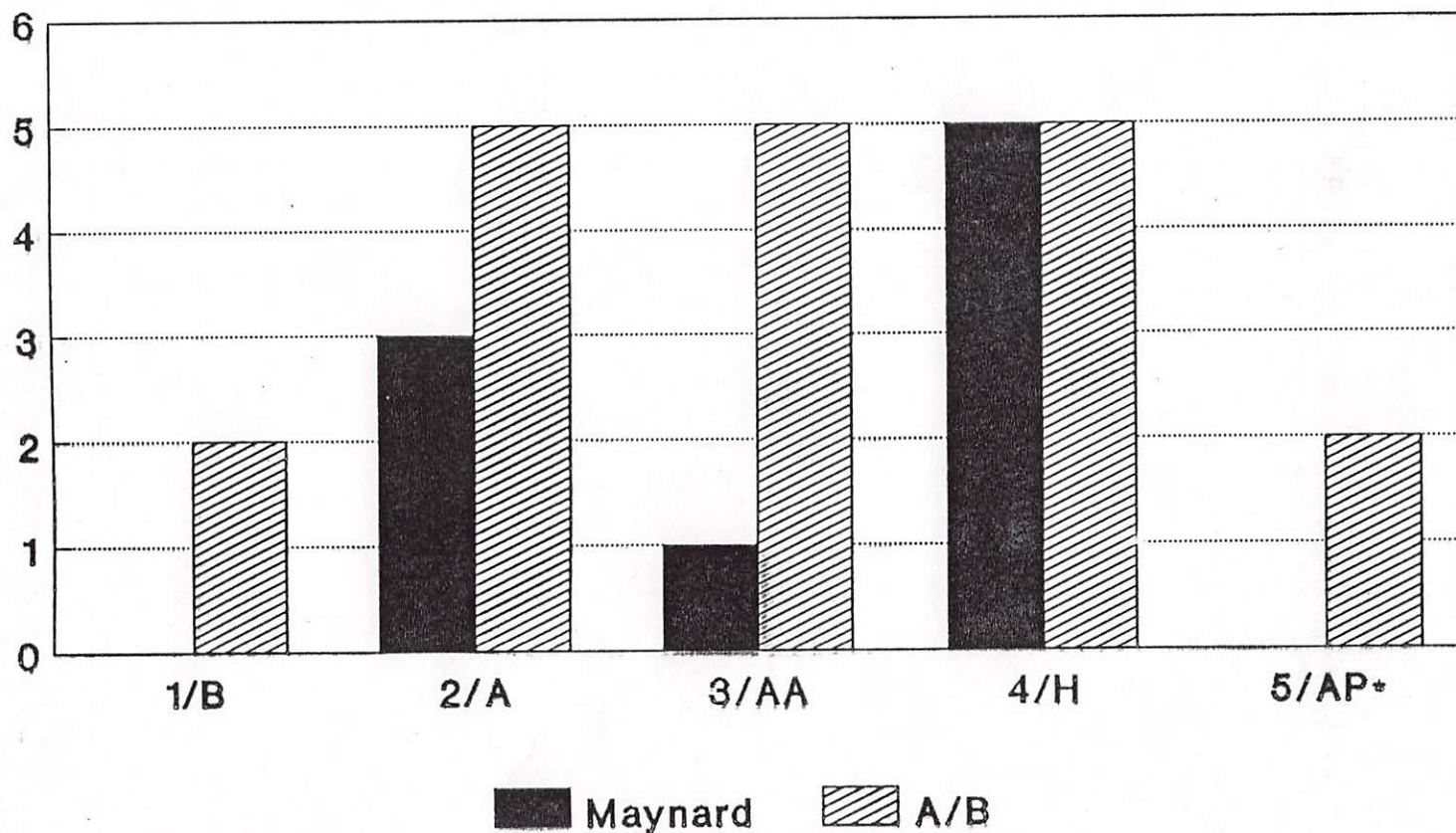
### Math



# Courses/Level Offered

## Maynard vs Acton-Boxboro

### Science

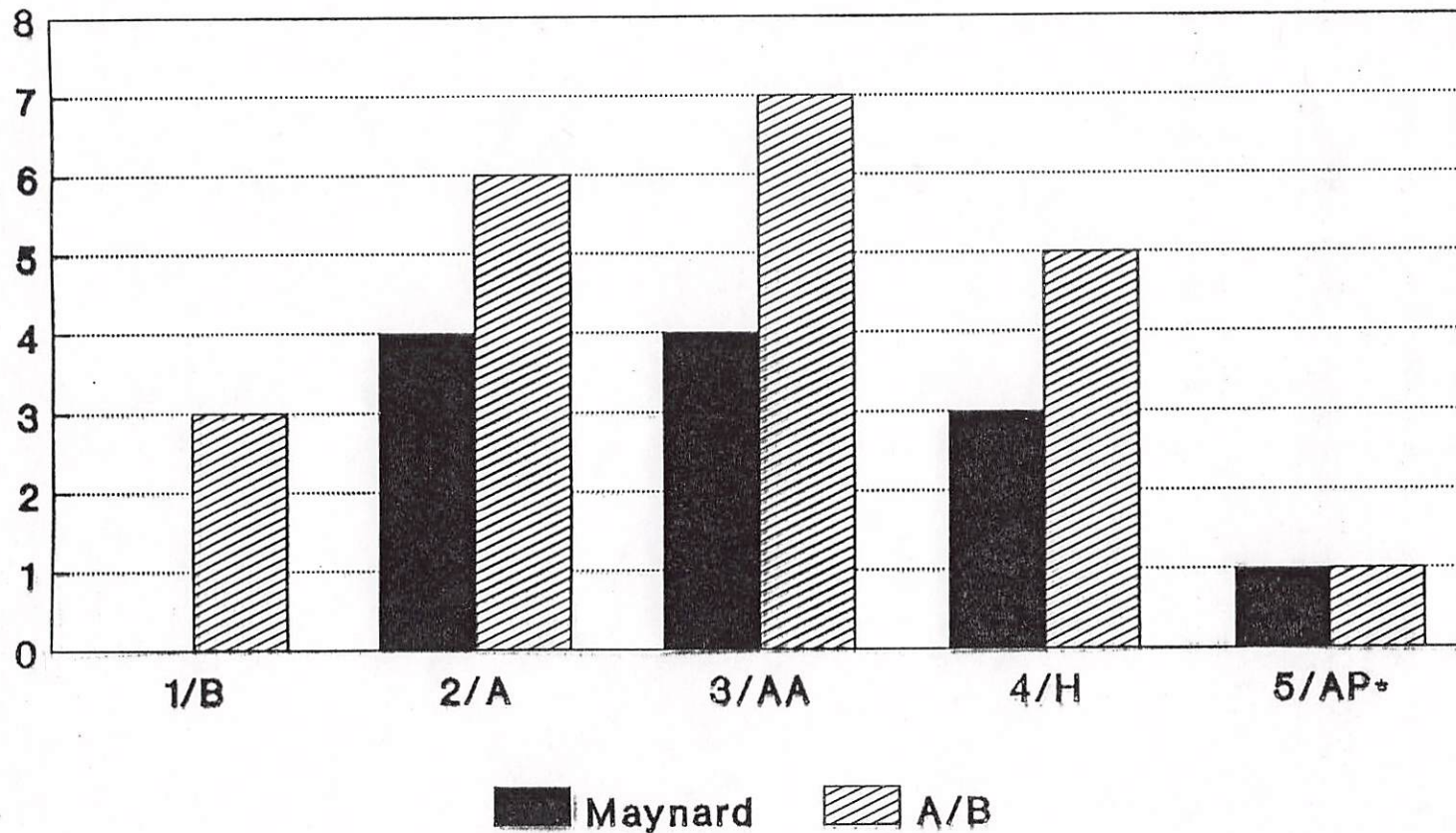




# Courses/Level Offered

## Maynard vs Acton-Boxboro

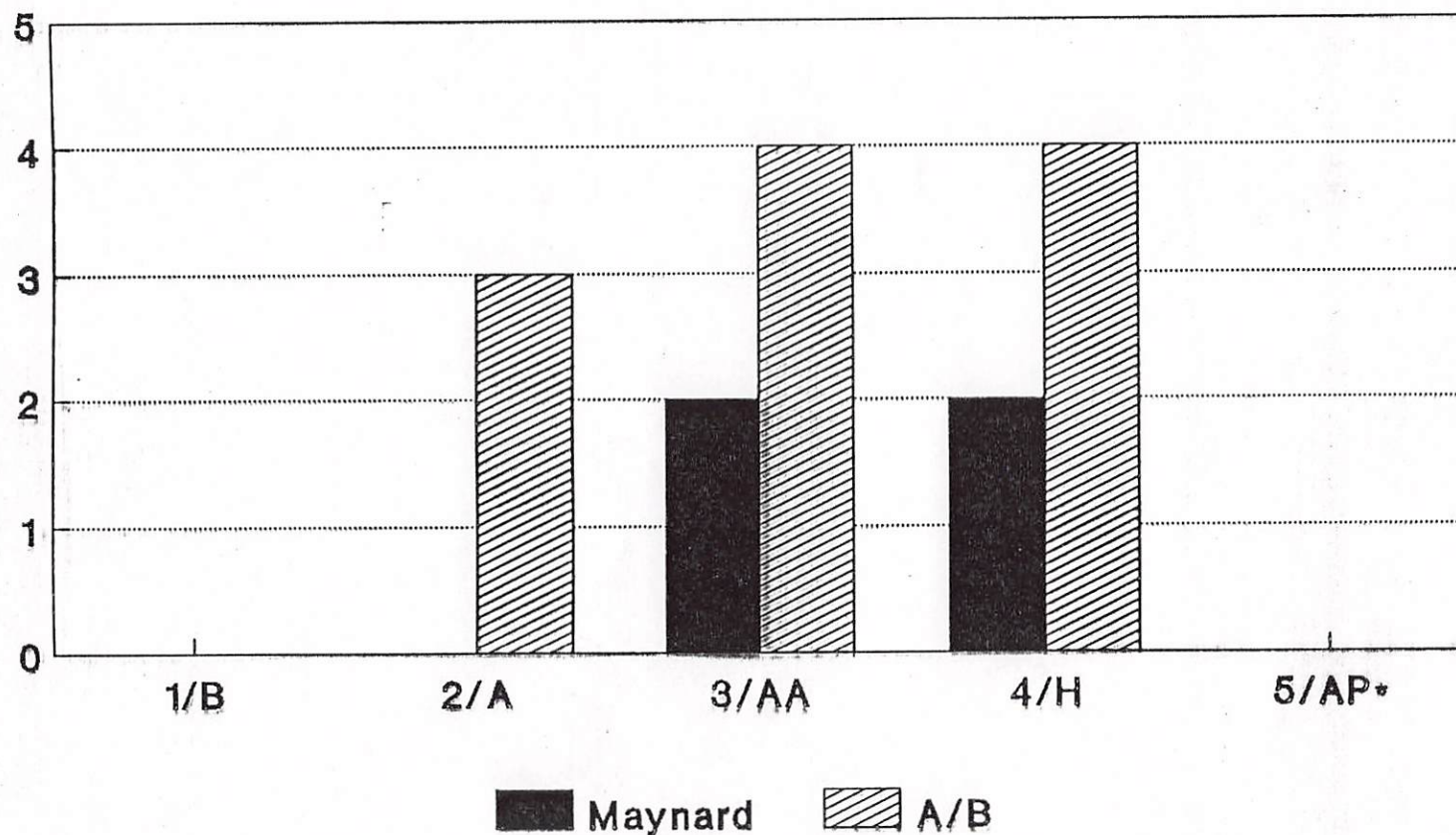
### Social Studies



# Courses/Level Offered

## Maynard vs Acton-Boxboro

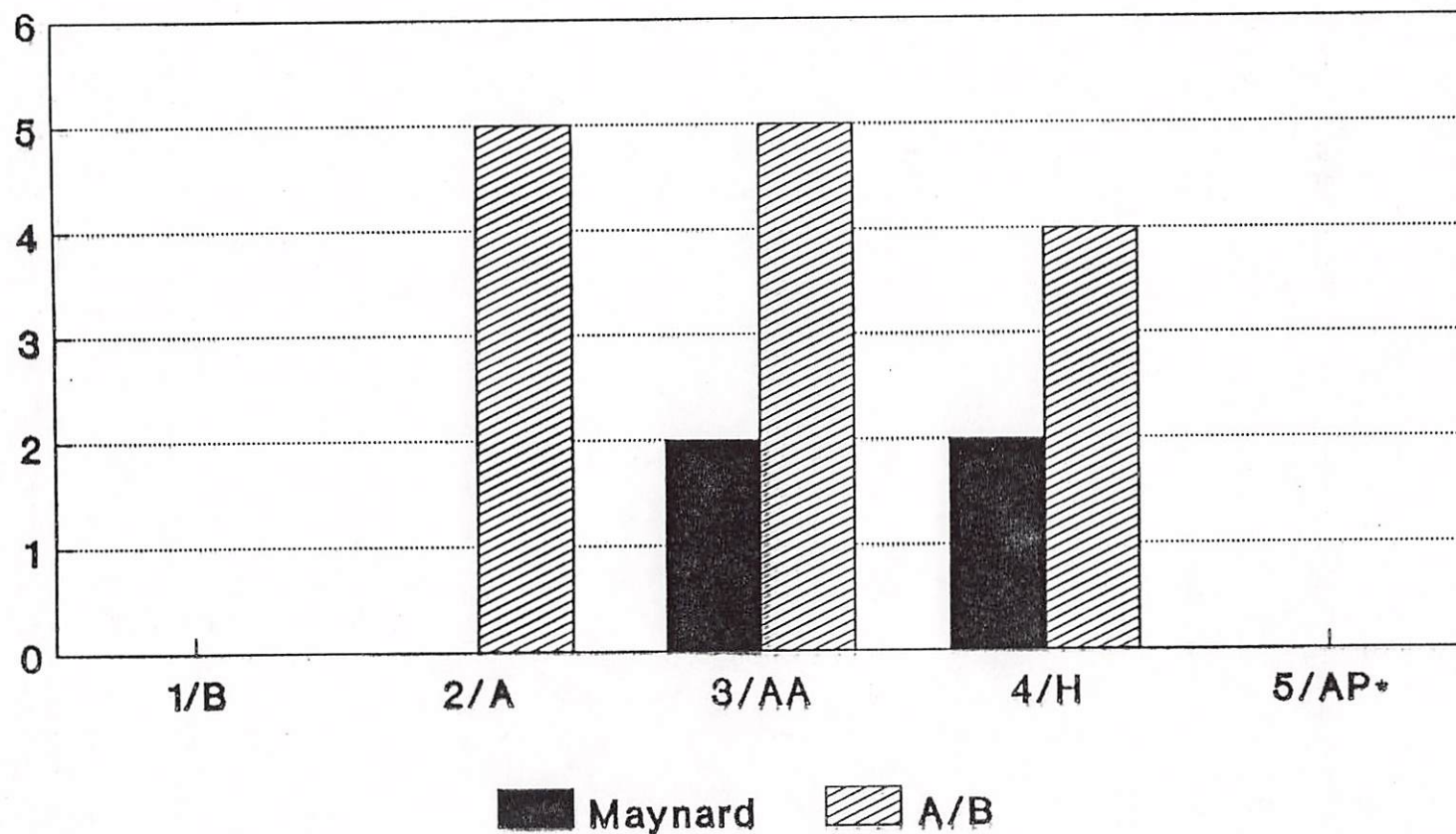
### Spanish



# Courses/Level Offered

## Maynard vs Acton-Boxboro

### French





# Extra-Curricular Activities

## Maynard

Academic Decathlon  
Band, Concert, Jazz  
Cheerleading  
Chorus  
~~Computer Club~~  
Drama  
Foreign Language  
Math League  
National Honor Society  
Student Council  
WAVM  
SADD  
SANE  
Yearbook

## Acton/Boxboro

Academic Decathlon  
Band, Concert, Choir  
Cheerleading, Pom-Pom  
Majorettes  
Student Government  
Fine Arts Club  
Drama  
Student Teaching Aides  
Peer Counseling  
Community Outreach  
SADD  
International Club  
Foreign Language Club  
Math Club  
Science Club  
Student Newspaper  
Yearbook

# A-B INTERSCHOLASTIC SPORTS

## BOYS TEAMS

Soccer  
Football  
Cross Country Track  
Indoor Track  
Track & Field  
Baseball  
Ice Hockey  
Downhill Skiing  
Cross-Country Skiing  
Swimming  
Lacrosse  
Tennis  
Golf  
Basketball

## GIRLS TEAM

Soccer  
Volleyball  
Cross Country  
Indoor Track  
Track & Field  
Softball  
Gymnastics  
Downhill Skiing  
Cross-Country  
Swimming  
Lacrosse  
Tennis  
Golf  
Basketball



# MAYNARD INTERSCHOLASTIC SPORTS

## BOYS TEAMS

Baseball  
Basketball  
Football  
Soccer  
Track  
Golf

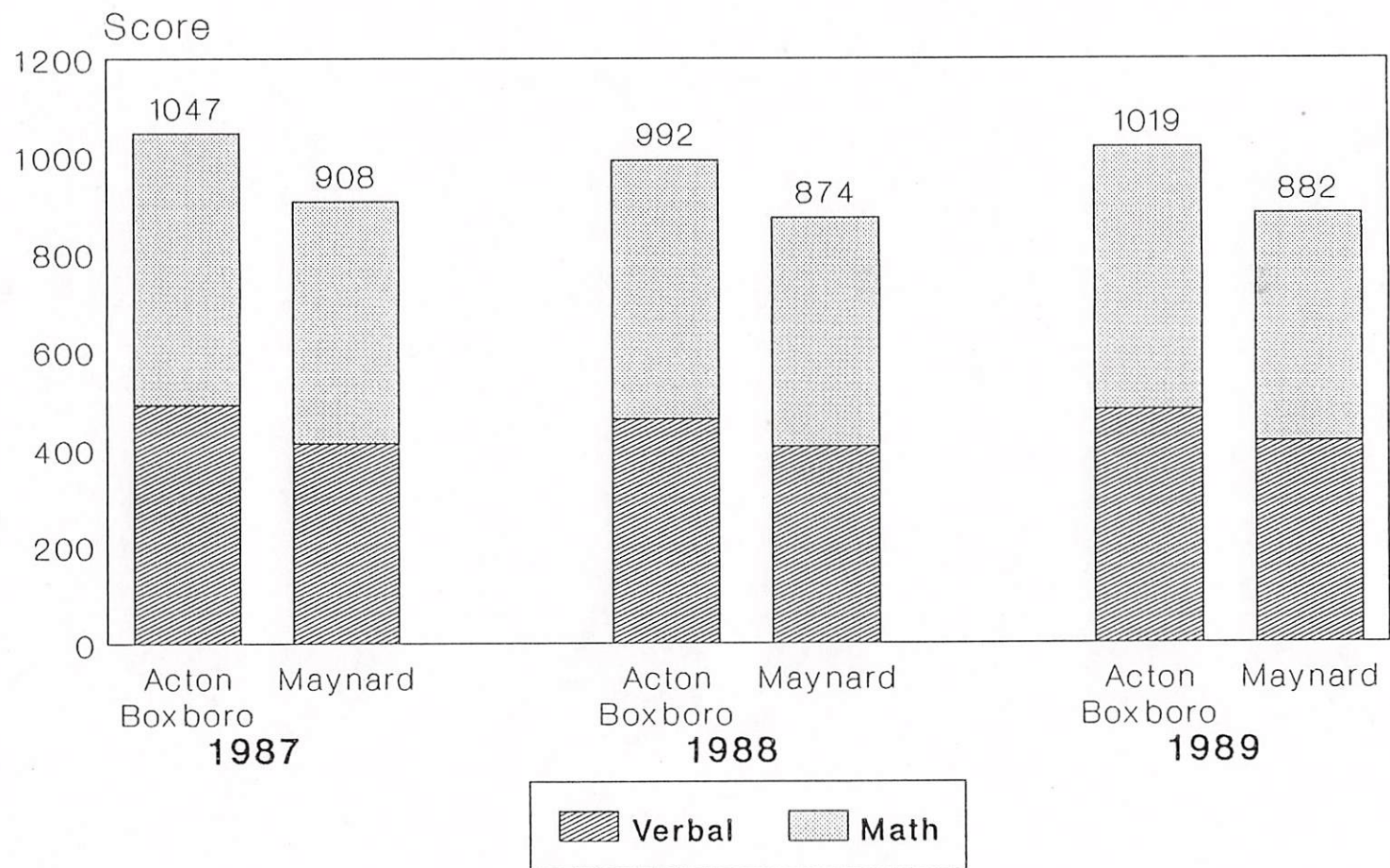
## GIRLS TEAMS

Softball  
Basketball  
Field Hockey  
Soccer  
Track  
Golf

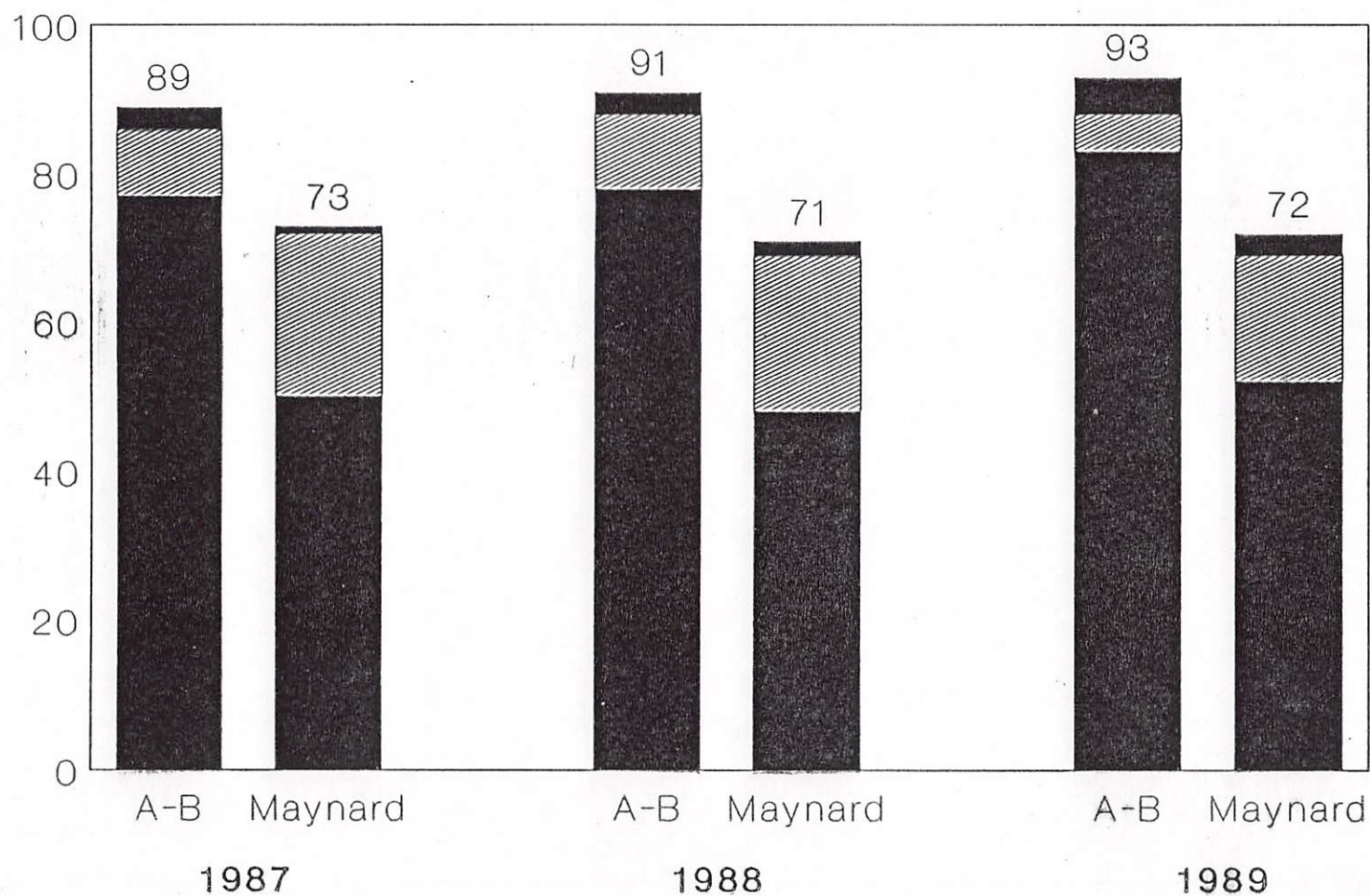
# SAT SCORES

## Acton-Boxboro vs Maynard

### 1987 - 1989



# Percent of College-Bound Graduates Acton-Boxboro vs Maynard 1987 - 1989



EDUCATIONAL BENEFITS OF REGIONALIZATION

EDUCATIONAL BENEFITS OF REGIONALIZATION

Junior High School Level



## HOW REGIONALIZATION WOULD AFFECT MAYNARD'S 7th AND 8th GRADERS

If regionalization is adopted, as of September 1992 seventh and eighth graders from Maynard would attend Raymond J. Grey Junior High in Acton instead of Fowler Middle School. (Our fifth and sixth graders would remain in Maynard, using the present High School along with fourth graders.)

This year Fowler has 372 students in grades five through eight; Grey has about 586 in grades seven and eight. With Maynard's seventh and eighth graders added to those from Acton and Boxborough, Grey would have about 766 students. The average class size at Fowler is 17; at Grey it is 25.

Both Fowler Middle School and Grey Junior High aim to provide a positive learning environments appropriate to their students' ages; both recognize the importance of encouraging their students to develop their self-esteem, character, responsibility, and good learning habits.

The teachers of all grades at the Fowler now are organized as interdisciplinary teams, each of which works with one group of students. At Grey the seventh grade is taught in a similar way. Each team, composed of an English teacher, a math teacher, a science teacher, a social studies teacher and a guidance counselor, works with about 100 students representing a complete range of abilities. The eighth grade at Grey is organized by academic departments and is seen as a transition to high school.

Grey Junior High makes great efforts to get seventh graders off to a good start. They begin school a day before the eighth graders for orientation and a cookout with the principal. Special activities in a weekly "flex time" period help the kids -- who come from four different Acton elementary schools and from Boxborough -- get to know each other early in the year. The seventh graders also take part in a "Skills for Adolescence" program designed to help them develop self-esteem, practice effective listening and communication skills, learn critical thinking and decision-making, and maintain healthy peer and family relationships. This program is taught by the social studies teachers, but the other teachers have also attended a three-day workshop so that they can reinforce its lessons in their own classes. There are also three related evening workshops for parents.

The curriculum at Grey Junior High is designed to meet the diverse abilities and needs of seventh and eighth graders. All students take English, math, science, social studies, and physical education. They also take electives so that they have at least 24-26 class periods per week. Their choices include French, Spanish, Mechanical Drawing, Materials Technology, Home Economics I and II, Art I and II, Band, Music & Theater I and II, Chorus, and Developmental Reading. All seventh graders are required to attend eighteen class sessions in health education. Students can take Honors courses at Grey Junior High.



Some of the extracurricular activities at Grey are:

- Student Council
- Yearbook
- Art Club
- Silk Screen Club
- Madd Hatters (theater group)
- Show Choir
- School Play
- Sports:
  - Cross Country
  - Soccer
  - Field Hockey
  - Basketball
  - Baseball
  - Softball
- Basketball Cheerleaders

Students at Grey can play several sports against teams from other schools; students at Fowler play other schools only in basketball. (For that matter, Fowler doesn't have an outdoor playing field.)

Young people from fifteen countries are attending Grey Junior High and Acton-Boxborough High School. The region has an exemplary English as a Second Language program for those who need it. (Maynard has had an ESL program in the past and would be required by law to have one again if enough students needed it.)

Like Acton-Boxborough High, Grey Junior High has been awarded the National Flag of Educational Excellence.





## ACTON PUBLIC SCHOOLS • ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT

16 Charter Rd. • Acton, Massachusetts 01720-2993 • (617) 264-4700

COUNSELING DEPARTMENT  
G. Andrew Palmer  
Chairman

August, 1990

Dear Student,

As this year's seventh grade counselor, I would like to welcome you to R. J. Grey Junior High School and to give you some information to help you get off to a good start.

### Orientation

The first day of school, September 5, is orientation for all seventh graders. You should report to the auditorium where you will be welcomed by the principal, Mr. Card. There will be an introduction of the faculty and a brief discussion of students' responsibilities.

After the assembly, you will go to your homeroom for further discussion and to prepare your schedule cards. There will be a tour of the building. You will then follow a school day with shortened class periods. Students may bring their lunch or purchase a school lunch which is served outdoors with Mr. Card and Mr. Hughes cooking the hamburgers!

### Tips from the Faculty

The beginning of the school year is a busy and exciting time. To help you get a good organizational start, the faculty recommends that you come to school with the following:

1. two three-ring binders/notebooks
2. three-ring looseleaf notebook paper
3. one three-ring plastic pocket that contains a supply of pens, pencils and erasers
4. one set of index dividers for the notebooks
5. a bag for the above supplies (gym bag, backpack or totebag)
6. a 12-inch piece of contact paper for the science lab book cover.

The faculty also recommends that each student keep an assignment planbook. These planbooks will be available through the Student Council at a cost of \$2.00. The planbooks will serve as:

1. a reminder to do the assigned work outside the classroom
2. a checklist of completed work as it is done
3. an organizer of time for both short-term and long-term assignments
4. a log for parents to help keep them informed of what is expected from students.

### Junior High Activities

Below are listed some of the activities that have been offered at the junior high school in the past. Be sure to listen to the morning announcements for information about these activities.

**Student Council** - Elections for student council representatives from each social studies class will be held in September and the election of officers is held in the spring. Plans for the year include the implementation of "service learning projects", such as dances, appreciation days for staff, clothing and canned food drives, school spirit week, dances, and fund raisers. All students are encouraged to participate. Officers for 1990-91: President - Ben Zaines; Vice President - Ariel Frey; Treasurer - Kathleen Killoy; Secretary - Mary Kate McNulty

**Yearbook** - This activity is open to all interested students. Writers, photographers, artists and sports enthusiasts are needed. Staff members must commit at least one hour a week.



Sports - fall: cross country, soccer, field hockey

winter: basketball

spring: baseball, softball

Students who plan to participate must have a current physical before they can try out (one physical is good for the whole year).

**Basketball Cheerleaders** - Tryouts are held the first week in December. A physical is required. The squad will cheer at both boys' and girls' home games.

**Art Club** - The Art Club welcomes 7th and 8th grade students and meets once a week after school. Students have their choice of working with various types of art materials.

**Silk Screen Club** - Students develop designs and print on paper, T-shirts, etc.

**Madd Hatters** - This is a 30-member creative theater performing group open to all music theater students through audition.

**R.J. Grey Show Choir** - The choir provides vocal training and opportunity for approximately 80 boys and girls to perform standard and popular vocal music throughout the year. It is open to all interested students - no experience necessary.

**School Play** - Auditions are open to all students. Rehearsals are held three times weekly after school during February and March with a production in early April.

### Counseling

The counseling staff at the junior high school is available to teachers, students and parents to provide the necessary assistance and support to make school a more meaningful experience for every student.

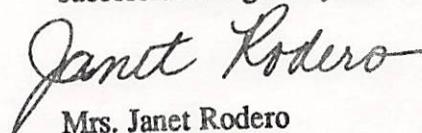
Most students find some events in their lives more difficult than others. At these times, a counselor can provide support and encouragement in a friendly atmosphere. Students can then choose their own best way of dealing with a difficulty, whether it is academic, social or personal.

Students are encouraged to get to know their counselor and make an appointment when they are having difficulty. Appointments with the counselor should be made in advance and scheduled during study hall periods, if at all possible. On the morning of an appointment, a pass will be sent from the Counseling Center to the student's homeroom. Students may arrange to see their counselor without an appointment if there is an urgent problem.

When arriving at the Counseling Center, students should check in with Mrs. Groener, the secretary, who always has a friendly warm greeting for everyone! Parents should know that they can contact the Counseling Office by calling 264-4700, extension 5886.

I look forward to meeting you in the fall.

Best wishes for a  
successful 7th grade year,



Mrs. Janet Rodero  
Counselor

TO: Parents of Sixth Grade Students  
FROM: Clifford A. Card, Principal  
Raymond J. Grey Junior High School  
RE: Registration and Placement Information  
DATE: March 20, 1991

For 1991-1992 your child will be assigned to a TEAM consisting of students who will represent a complete range of ability. On the assigned TEAM, students will be grouped according to their individual needs within the English, Social Studies, Math and Science classes. Not only will the TEAM students share the same teachers, but they will have the same counselor.

In the scheduling of classes for 1990-1991, a 7-period day in a 4-day cycle will be followed. This 28 period schedule requires that each student be assigned a MINIMUM of 26 periods which provides 2 study periods within the 4-day cycle. However, we recommend that the total of 28 be scheduled with classes.

It should be noted that students will have 16 periods assigned as "TEAM TIME" (English, Social Studies, Math, and Science), plus 2 extra TEAM periods called FLEX which are used for such things as directed studies, extra help, presentation of mini-courses, or large group activities. In addition, there are 2 periods of physical education automatically scheduled.

Every attempt will be made to schedule all the courses elected; however, with budgetary limitations and/or scheduling conflicts, it might be necessary to make some assignments based on organizational needs.

The following are illustrations of typical schedules:

A. Typical schedule with Foreign Language

16 Periods	English, Social Studies, Math, Science
2 Periods	Flex-time
2 Periods	Physical Education
4 Periods	Foreign Language
2 Periods	Elective
2 Periods	Additional Elective, or studies
<u>28</u>	

B. Typical schedule without a Foreign Language

16 Periods	English, Social Studies, Math, Science
2 Periods	Flex-time
2 Periods	Physical Education
2 Periods	Fine Arts Elective
4 Periods	Two Additional Electives
2 Periods	Additional Elective or studies
<u>28</u>	



ELECTIVE PROGRAM

To assist in the selection of your program, included is a listing and a brief description of the elective courses offered.

DEVELOPMENTAL READING (6177) 2 PERIODS PER CYCLE (1/2 year)

Developmental Reading is designed for those students who need and desire to improve their reading in the areas of comprehension, vocabulary, study skills and reading rate. The course is offered every other day for the half year. Since students differ greatly in their needs, the program is individualized and each pupil progresses at his/her own pace using a variety of materials and mechanical devices to aid achievement. It should be noted that if we have an over-registration, those with the greatest need will be scheduled first. Also keep in mind that the half year that reading is not scheduled will be devoted to studies.

FOREIGN LANGUAGES French (3370) 4 PERIODS PER CYCLE  
Spanish (3317)

The course objectives include the mastery of basic oral and written communication skills, including vocabulary, pronunciation, grammar and syntax and an introduction to the cultures of French and Spanish speaking countries.

HOME ECONOMICS (8875) 2 PERIODS PER CYCLE

Home Economics I covers basic clothing construction techniques, basic nutrition and food preparation, as well as homecrafts. The nutrition unit concentrates on the food chain, what nutrients are and what they do for the body. Students then learn to prepare nutritious breakfasts, snacks and party foods. A unit on energy includes the proper use of the microwave oven as well as energy conservation.

In clothing construction, students make simple sewing projects using the sewing machine as well as hand sewing. Students also learn how to mend their own clothing. Crafts are offered as time and interest permits.

MATERIALS TECHNOLOGY I (7775) 2 PERIODS PER CYCLE

Materials Technology is intended to broaden the students' awareness of the man-made world around them. Through research, discussions, model-making, and construction of appropriate projects, students learn about four areas of technology: construction, communication, transportation and manufacturing.

Because this is a "hands-on" course, a variety of tools and materials are used. Lectures are kept to a minimum so that the students may spend most of their class time on their own projects.

MECHANICAL DRAWING (7774) 2 PERIODS PER CYCLE

Mechanical Drawing students draw objects with instruments such as T-squares, triangles, compasses, dividers, and measure with a scale. Students may elect mechanical drawing in either seventh, eighth or both years.

The area of silk screening is also introduced and students who join the Silk Screen Club design and print on T-shirts, sweatshirts, jackets and paper stock.



ART AND MUSIC ELECTIVES

AT LEAST ONE MUST BE SELECTED BY NON-FOREIGN LANGUAGE STUDENTS BUT THE ART AND MUSIC ELECTIVES REPRESENTED BY THE COURSES BELOW SHOULD BE CONSIDERED IMPORTANT ELECTIVE CHOICES BY ALL.

ART I (9976) 2 PERIODS PER CYCLE

Art I ties together and builds on what students have learned throughout the elementary years. Each student is provided with the opportunity to express him or herself through the following media: pencil, charcoal, pastels, fabric crayons, acrylic and tempera paint, clay, paper mache, wire, and mixed media.

This course offers experiences that stress risk-taking, learning from one's mistakes and that anyone can learn the necessary art skills that allow for successful personal expression.

BAND (9916) 2 PERIODS PER CYCLE

Band is an elective program open to all interested students who have previously studied a woodwind, brass or percussion instrument. This course is designed to continue sequentially the instrumental program introduced in the elementary grades and will provide many valuable playing and performing experiences for the student musician.

CHORUS (9974) 2 PERIODS PER CYCLE

Chorus is an elective open to all interested students. It will provide the opportunity for performance in a variety of music programs and in the annual junior high theatre production. Students will learn techniques to fully develop the voice and produce pleasant singing quality. Special attention is given to music reading and independent part-singing. The vocal music used for study and performance is carefully selected to promote musical growth and to provide material that students like and truly enjoy singing! No prior experience is necessary.

MUSIC AND THEATRE I\* (9926) 2 PERIODS PER CYCLE

Music and Theatre I is an elective open to all students interested in the creative processes involved in music and in theatre productions. Students will receive training in basic acting techniques, including characterization, mime and proper voice production. A variety of styles of music will be presented for analysis and students will use the computer as a tool to study basic fundamentals of music and to compose an original composition. Students will have the opportunity to create and be a part of short music and theatre pieces during classroom activities. Prior music or drama experience is not necessary.

\*Madd Hatters -- Only students who are enrolled in Music and Theatre are eligible to audition for the Madd Hatters, a performing group that meets weekly after school.



HEALTH EDUCATION

ALREADY SCHEDULED

Health Education includes units on drugs, alcohol, birth, growth and reproduction and AIDS, using study materials approved by the School Committee. For the school year, 1991-1992, the students will take Health Education as part of the Physical Education Program so students do not need to designate any periods of occupancy on the registration sheet as they will be scheduled within the physical education time allotment. Any parent who does not wish his/her child to be involved in one or more of the units should contact the school at the time the unit is to be offered.

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LEVELING AND PLACEMENT

Each of the three seventh grade teams will have math classes that are grouped homogeneously (ie. Level I, Level II, etc.). On the other hand, English, Social Studies, and Science classes may be heterogeneously grouped with a possible combination of Level I and Level II students together, or Level II and Level III students in the same class. The curriculum in these areas is designed to accommodate students of varied ability and all efforts are made to provide appropriate educational opportunities for all students regardless of level designation.

In our scheduled parent meetings of March 21st and 25th, one of the issues to be discussed will be level recommendations. Level recommendations are made by the sixth grade teachers and are based on criteria that has been established by teachers and administrators over the years. The junior high school DOES NOT establish a quota for the three levels of students. However, it does establish the following GUIDELINES for the three levels of students. The following are the approximate percentage of students who in the past have been best served by the courses offered for a particular level.

For English, Social Studies and Science:

Level I	- approximately 15-20%
Level II	- approximately 70-80%
Level III	- approximately 5%

For Mathematics and Science:

Level I	- approximately 30-35%
Level II	- approximately 60-65%
Level III	- approximately 5%

To further clarify the position of the junior high, this quote is included in our memo to elementary principals and sixth grade teachers:

"If for some reason you feel that your school population does not fit these guidelines, we urge you to contact us. We suggest that you gather sample material of any student in question and we'll make arrangements to go over it with the appropriate department head so that the best decision can be made.

The following characteristics typify students recommended for Level I. These students:

1. are sophisticated and independent readers.
2. can draw conclusions independently, using supporting evidence from their readings.
3. demonstrate ability to understand abstract concepts.
4. can identify cause/effect relationships.
5. can employ the skills of inference.
6. can relate derived information and issues to their lives and to society, in general.
7. can assume responsibility for planning, executing, and meeting deadlines of daily, weekly and long-range assignments.
8. can clearly express themselves in writing.
9. demonstrate ease in comprehending, interpreting and retaining written information.
10. demonstrate genuine intellectual curiosity by asking good questions.
11. are able to work independently.
12. are highly motivated about subject matter.

In addition to the above, the Level I math students should be able to:

1. demonstrate mastery of all 6th grade elementary math curriculum objectives.
2. apply mastered math skills in new and different problem-solving situations.
3. create a plan using several previously learned math skills to solve a new type of problem.

The majority of students entering junior high (70 to 80%) are recommended for placement in Level II which further develops those skills needed to prepare them for the balance of their secondary school experience. It should be noted that the Level II curriculum offers a broad range of materials and assignments geared to meet the diverse abilities and needs of this group. Note too that with our teaming organization, no level recommendation is necessarily permanent.

Should parents wish to override the recommendation of a teacher, they may do so. However, prior to an override of the recommendation, the parents are required to:

1. have a conference with the recommending teacher, and
2. sign a statement that they are willing to assume responsibility for the override.

If you have any questions or concerns about the level recommendations, please feel free to talk to your child's teachers, his/her principal, counselors, or myself at the Raymond J. Grey Junior High School.



TO: Grade Seven Students and Parents  
FROM: Clifford A. Card, Principal  
Raymond J. Grey Junior High School  
RE: Course Selections 1991-1992  
DATE: April 2, 1991

For the 91-92 school year, we will continue to use the four-day cycle for scheduling which will mean that most electives and physical education will meet every other day. The major subjects of English, Social Studies, Math and Science as well as the Foreign Language elective will continue to meet each day. For the purpose of registration, a student must elect a minimum of twenty-four periods but twenty-six (26) is recommended. The balance of the schedule is completed with study periods. The one-semester course of Developmental Reading does not count toward the minimum number. Every effort will be made to schedule all desired courses, but we must reserve the right to change or cancel should the need arise because of lack of registration, schedule conflicts, or over enrollment in certain subjects.

FOREIGN LANGUAGE (No Course Number)

4 PERIODS PER CYCLE

French and Spanish are offered for those students who have successfully completed their seventh year requirements. Students who have had difficulty with their foreign language in the seventh grade should consult with their teacher about the advisability of electing it in the eighth grade.

MECHANICAL DRAWING (7784)

2 PERIODS PER CYCLE

Students draw objects with instruments such as T-squares, triangles, compasses, dividers and measure with a scale. Basic architecture is discussed and students develop floor plans and elevations of the home of their choice. The area of silk-screening is also introduced and students who join the silk screen club will make silk screen designs and prints on T-shirts, sweatshirts, jackets and on paper stock.

MATERIALS TECHNOLOGY (7775)

2 PERIODS PER CYCLE

Materials Technology uses the "hands-on" approach to learning. By constructing various projects relating to the areas of technology such as transportation, communication, energy, construction and manufacturing, along with appropriate classroom lessons, students become more aware of the man-made world around them, and its history. Another important concept of the course is problem-solving. Students are involved in activities which sharpen their thinking skills, allow them to demonstrate their understanding of scientific principles in a three-dimensional way, and enhance their problem-solving abilities.

Students who have had Materials Technology in grade seven are also eligible to elect this course as it is the second half of a two year sequence.

HOME ECONOMICS I (8875)

2 PERIODS PER CYCLE

Home Economics covers basic clothing construction techniques, basic nutrition and food preparation as well as homecrafts. The nutrition unit concentrates on the food chain and on what nutrients are and what they do for the body. Students then learn to prepare nutritious breakfasts, snacks and party foods. A unit on energy includes the proper use of the microwave oven as well as energy conservation.

In clothing construction, students make easy sewing projects using the sewing machine as well as hand sewing. Students also learn how to mend their clothing. Crafts are offered as time and interest permit.

HOME ECONOMICS II (8885)

2 PERIODS PER CYCLE

This second year course is open to all students who have completed Home Economics I or its equivalent. Students learn about factors that influence their eating habits, how food patterns develop and how to analyze their individual food intake. Emphasis will be placed on developing skills in the more advanced techniques of food preparation. Students will plan, prepare and serve a complete meal as well as creative, appealing dishes that can be prepared in a limited amount of time.

Students are required to complete at least two sewing projects suitable to their individual needs, interests and abilities. Each project is planned to be challenging, but not overwhelming.

ART AND MUSIC ELECTIVES

AT LEAST ONE MUST BE SELECTED BY NON-FOREIGN LANGUAGE STUDENTS BUT THE ART AND MUSIC ELECTIVES SHOULD BE CONSIDERED IMPORTANT ELECTIVE CHOICES BY ALL.

ART I (9976)

2 PERIODS PER CYCLE

Art I ties together and builds on what students have learned throughout the elementary years. Each student is provided with the opportunity to express him or herself through the following media: pencil, charcoal, pastels, fabric crayons and dyes, acrylic and tempera paint, clay, paper mache, wire, and mixed media.

This course offers experiences that stress risk-taking, learning from one's mistakes and that anyone can learn the necessary art skills that allow for successful personal expression.



ART II (9986)

2 PERIODS PER CYCLE

Art II solidifies the experiences learned in Art I by introducing students to more sophisticated forms of visual expression. In this course students will learn how to use the art principles which will enable them to make stronger visual statements. They will explore new techniques in the following media: drawing, painting, ceramics, batik, sculpture, graphic design, printing, and technological arts (video and computers). The program is designed to enable students to pose visual problems and solve them successfully. Their observations will become keener and they will be able to verbalize about art as well as create. Careers in the arts will also be explored. The combination of Art I and Art II is a prerequisite for specialized courses at the high school.

As is true with Art I, this course offers experiences that stress risk-taking, learning from one's mistakes and that anyone can learn the necessary art skills that allow for successful personal expression.

BAND (9916)

2 PERIODS PER CYCLE

The band is open to all interested students who have previously studied a woodwind, brass or percussion instrument. This course is designed to continue sequentially the instrumental program introduced in the elementary grades and will provide many valuable playing and performing experiences for the student musician.

MUSIC AND THEATRE I (9926)\*

2 PERIODS PER CYCLE

This is for all students interested in the creative processes involved in music and theatre productions. Students will receive training in basic acting techniques, including characterization, mime and proper voice production. Many styles of music will be presented for study and students will apply basic fundamentals of music as they use the computer to compose original compositions. Students will have the opportunity to create and be a part of short music and theatre pieces during classroom activities. Prior music or drama experience is not necessary.

MUSIC AND THEATRE II (9927)\*

2 PERIODS PER CYCLE

This course is designed to continue sequentially the theatre and music training experienced in MUSIC AND THEATRE I and is open to all students who have completed that course. Advanced theatre exercises will be introduced and students will work with scripts. Music units will include a study of Musical Masterpieces, How a Recording is Made, and Guitar. Students will use the computer to apply concepts learned about harmony and form and to compose original music.

\*MADD HATTERS--Only students who are enrolled in Music and Theatre or have previously taken the course are eligible to audition for the Madd Hatters, a performing group that meets after school.



CHORUS (9974)

2 PERIODS PER CYCLE

The chorus, open to all students, provides the opportunity for performance in a variety of music programs including the junior high theatre production. Students will learn techniques to fully develop the voice and produce pleasant singing quality. Special attention is given to music reading and independent part-singing. The vocal music used for study and performance is carefully selected to promote musical growth and to provide material that students like and truly enjoy singing. No prior experience is necessary.

THE FOLLOWING COURSE MEETS FOR A HALF YEAR SO STUDIES MUST BE SELECTED FOR THE OTHER HALF.

DEVELOPMENTAL READING (6177)

2 PERIODS PER CYCLE  
1/2 YEAR

This course is designed for those students who need and desire to improve their reading in the areas of comprehension, vocabulary, study skills and reading rate. The course is offered every other day for a half year. Since students differ greatly in their needs, the program is individualized and each student progresses at his own pace. A variety of materials and mechanical devices are used to aid achievement. It should be noted that if we have an over-registration, that those with the greatest need will be scheduled first. Also keep in mind, that the half year that reading is not scheduled is devoted to studies. Make sure that two studies are scheduled to accommodate this course as this is not counted in the 24 periods minimum to be scheduled.

# Raymond J. Grey Junior High School

## For Your Information

September, 1990

As classes begin each morning at both the junior and senior high schools, students from fifteen (15) foreign countries join Acton and Boxborough students in math, science, English, history, art, reading, music and physical education. In addition the students new to the U.S. also take E.S.L., or English as a Second Language.

Each September brings a new mix of students to Kay Gates' and Barbara Hull's classrooms where students are intent on conquering the complexities of English so that they can then learn in English.

Students this year are from Germany, Ghana, Guatemala, Indonesia, Israel, Italy, Japan, Korea, Latvia, Mexico, Spain, Sweden, Taiwan, Thailand and the Soviet Union. Some need to learn basic survival English. "Yes", "No", "I need" "Where is?". Others understand and speak English proficiently but have never studied in English. History, physics, biology, and both American and British literature present new challenges. Most E.S.L. students have never written an expository essay.

A few students are part of exchange programs or come to live in the U.S. for a year to learn English and experience American culture. The majority are immigrants or children whose parents are connected with local high tech companies or educational institutions. They all share the desire to learn English as quickly as possible. In the process they share their own cultures with American students, teachers and families in Acton and Boxborough.

### Student Council

Student Council officers for the 1990-91 school year are: President - Ben Zaines, Vice President - Ariel Frey, Secretary - Mary Kate McNulty, and Treasurer - Kathleen Killoy. Representatives to the Student Council were elected during the week of September 24th.

### Students Attend Concert

Members of the junior high and senior high concert choirs will be attending a performance by the famed Boys Choir of Harlem on Saturday, October 20th in Brockton, MA. This spectacular choir will provide an entertaining evening as well as a model of musicianship for our student choir members.



### Getting to Know You

All seventh grade teams have been directing their flex periods this month toward the theme of getting acquainted. Students have participated in some ice-breaker activities to get to know one another. They learned of their teacher's personal histories and interests through the "Teacher I.D. Quiz." Finally, in an attempt to learn more about themselves and the changes they are undergoing as preadolescents, they measured themselves, created a life-size drawing of the "average" seventh grader, and recorded their current thoughts, hopes, fears, likes and dislikes in writing. Most of these things will be sealed up into personal time capsules, to be opened up in June.

### Art 1 and 2

Art 1 and 2 are off to an exciting start this year with plans for field trips to the Worcester Art Museum to view "Wild Spirits, Strong Medicines" an exhibit of African art, and to the DeCordova Museum to view the National Geographic "Odyssey" exhibit.

This year several art clubs will also be offered to provide students with an opportunity to work with a variety of media and to design and create permanent works of art to enhance the school environment.

Students in Art 1 and Art 2 will also be involved in a pilot evaluation program this year in conjunction with Harvard University's, Arts Propel program. This new program will help to create a Portfolio Culture where students will be required to monitor and reflect upon their progress made throughout the school year.

### Newspaper Workshop

The junior high Social Studies Department attended a workshop on how to use a newspaper in the classroom. The workshop facilitator was Terri Kasper of the Boston Globe. Ms. Kasper showed the teachers a variety of social studie lessons that could be designed around a newspaper. She stressed the importance of introductory activities that help alleviate anxiety that many students have about reading a newspaper.

Seventh and eighth grade social studies teachers are now planning to meet to discuss ways to incorporate newspapers into the curriculum.



PARENT ADVISORY COUNCIL  
RAYMOND J. GREY JUNIOR HIGH SCHOOL

Spring 1990

This is our final newsletter for the 1989-1990 school year. We would like to say good-bye and good luck to our present eighth grade class and we would also like to welcome our incoming seventh graders.

SIXTH GRADE ORIENTATION

An evening for parents of sixth graders was held at the junior high on March 22 to discuss transition issues dealing with sixth grade students coming into the junior high. Approximately 350 parents attended. On the following morning the sixth grade students were invited to the junior high to hear presentations from the various departments explaining the elective offerings.

STUDENT COUNCIL SERVICE LEARNING PROJECTS

On March 8th, the Secretaries and Volunteers of R.J. Grey Junior High were honored at a reception hosted by the students in one of the seventh grade social studies classes. To show appreciation for their untiring service to the school, bouquets were presented to the secretaries and the volunteer coordinator. Refreshments were provided by the students. Teacher Appreciation Day was held on May 5th and organized by another seventh grade social studies class. The goal was to make the teachers in the school aware of how much the students appreciate their hard work, commitment, and care. To show their appreciation, the students baked "goodies" which were served to all the faculty along with coffee.

MAD HATTERS AND CHORUS

During May, the Madd Hatters and R.J. Grey Chorus toured the five elementary schools where a show of theater pieces and music was presented. Selections included comedy sketches and improvisations based on audience suggestions as well as a musical staging of "Little Shop of Horrors". More than 100 junior high students were involved in these performances.

JAZZ ASSEMBLY

On May 4th, well-known jazz singer Semanya McCord and her trio appeared in two concert assembly programs. "A Journey Into Jazz" featured an historical presentation of Black American music. The 75-voice junior high choir studied and prepared several vocal arrangements which they performed along with Ms. McCord and the jazz trio.

The opportunity for the junior high singers to work and perform with professional musicians was an added benefit of the program, which was funded jointly by funds from the Junior High School Improvement Council and the Acton/Boxborough Arts Council.

ENVIRONMENTAL LEARNING

Throughout this year, each of the teams as well as the eighth grade social studies teachers have included many activities involving the environment. With the strong support of the Art Department in creating timely and attractive displays of students' work and exhibits, and the Music Department in encouraging the students to actively participate in

dramatically and musically exploring their environment, this world-consciousness has become part of the mind-set of R.J. Grey rather than an occasional lesson plan. Special projects included:

"The Great Garbage Concert" featured Glenn McClure, musician and performer who used instruments made from trash.

An Earth Week Assembly with Elizabeth Kline, Assistant Secretary for the MA. Department of Environmental Affairs, was held.

There was a "Treasures" exhibit in the Grey Gallery including pieces dealing with environmental issues from all Acton schools as well as professional artists.

An environmentalists' group (YEN) was started by an eighth grader with two teachers as sponsors.

A student-created newsletter will be sent to all parents in June summarizing all these activities and incorporating student created essays, poems, and artwork.

#### HONOR ROLL RECEPTION

On June 8th seventh and eighth grade honor roll students and their parents were invited to a reception in recognition of the students' efforts this year. Peter Meade was the featured speaker. The students received certificates for their achievement and a brief reception followed in the cafeteria.

#### EIGHTH GRADE FIELD TRIP

The eighth grade class attended Saudi Arabia: Yesterday and Today - a cultural exhibition held at the World Trade Center in Boston. This exhibition held a special significance for teachers and students as they studied the Middle East as part of the eighth grade world cultures curriculum

#### SPORTS

The girls' softball team had a victorious season and won the league championship with an 11-1 record.

The boys' baseball team faced some stiff competition but finished strongly with a 5-7 record.



EDUCATIONAL BENEFITS OF REGIONALIZATION

Elementary School Level



## ELEMENTARY SCHOOLS

Elementary education in Maynard would retain its own distinctive character after regionalization. The four elementary schools in Acton differ substantially from each other and from Boxborough's as well as from Maynard's. The Acton-Boxborough system values this diversity. Assistant Superintendent Dr. Gary Baker has said that we can all learn from each other. He would expect Maynard to keep its own excellent features, such as the transition class and the ACT program.

Equipment in our schools which can be used by grades K-6 would remain in Maynard. The greater state funding provided for transportation within regional districts and the region's ability to control costs would help assure needed busing.

The current Maynard cafeteria workers' contract would be honored, just like the teachers' contract. Hot meals that now come to the Green Meadow School from Fowler Middle School would probably have to come in from somewhere else, possibly from the present Maynard High School or another facility in the region. This matter would be resolved during the transitional year.

## FINANCIAL ASPECTS OF REGIONALIZATION

### FINANCIAL ANALYSIS OF ASSESSMENT

The following spreadsheet analyzes the projected FY1991 budget of a Maynard/Acton/Boxboro region. The assumption is that costs and savings would be taken as though we were all part of an existing K-12 region, under the proposed agreement.

If Maynard had been part of such a region this year, our costs for education would have been more than \$500,000 less than what we actually paid for education in FY91.

## COMPARISON OF REGIONAL COSTS WITH CURRENT COSTS

	ESTIMATED REGIONAL OPERATING BUDGET 1990-91	MAYNARD'S SHARE 26.3%
EXPENDITURES		
OPERATING EXPENDITURES	\$25,486,799	\$6,703,028
DEBT SERVICE (Acton-95%, Boxborough-5%, Maynard-0%)	\$514,938	\$0
GROSS BUDGET	\$26,001,737	\$6,703,028
REVENUES		
REGIONAL SCHOOL AID	\$2,973,850	\$782,122
LOCAL SCHOOL AID	\$2,233,947	\$954,884
TRANSPORTATION AID (86% REIMBURSEMENT)	\$767,172	\$201,766
MISCELLANEOUS REVENUE	\$453,680	\$119,318
CONSTRUCTION OF SCHOOL PROJECTS	\$293,598	\$0
TOTAL REVENUE (APPLIED AGAINST COST)	\$6,722,247	\$2,058,091
NET ASSESSMENT AFTER REVENUES	\$19,279,490	\$4,644,937

CURRENT MAYNARD BUDGET FY 91

EXPENDITURES	
SCHOOL BUDGET	\$5,759,945
BENEFITS (PAID BY TOWN TO CURRENT SCHOOL EMPLOYEES)	\$426,475
TOTAL	\$6,186,420
REVENUES	
LOCAL AID	\$954,884
TRANSPORTATION AID (39% REIMBURSEMENT)	\$55,777
TUITION OF STATE YARDS	\$10,320
CURRENT REVENUES	\$1,020,981
CURRENT COST TO MAYNARD (EXPENDITURES - REVENUES)	\$5,165,439

SAYINGS IF WE WERE REGIONALIZED

CURRENT COST TO MAYNARD (EXPENDITURES - REVENUES)	\$5,165,439
NET ASSESSMENT AFTER REVENUES IF WE WERE REGIONALIZED (1990-91)	\$4,644,937

SAYINGS TO MAYNARD IF WE WERE PART OF A K-12 REGION THIS YEAR	\$520,502
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## FINANCIAL ASPECTS OF REGIONALIZATION

### BUY-IN COSTS

### BUY-IN ASSISTANCE

The table on the following page sets out how the buy-in costs were determined. Basically, the original cost of the construction was depreciated over the number of years since the original bonding. Maynard's share of each project is 25%. The final column gives the total cost to Maynard of \$1,660,875.

The next document is the worksheet for the buy-in assistance, with a copy of the pertinent chapter of the law. We feel that this buy-in assistance will reimburse Maynard all but \$233,361 of the total cost of buy-in. This buy-in assistance is operated through the School Building Assistance Bureau, and seems more supported by the state

**ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT BOND ISSUES**  
**BUY-IN DATA Effective FY'93**

<u>School</u>	<u>Principal</u>	<u>Date Debt Incurred</u>	<u>Debt Retirement</u>	<u>Principal Paid Thru FY'92</u>	<u>Interest Paid Thru FY'92</u>	<u>Total Paid Thru FY'92</u>	<u>SBAB Payments Thru FY'92</u>
1. J.H.S. (old H.S.)	\$1,300,000	8/1/55 (20 yrs)	8/1/75	\$1,300,000	\$368,550	\$1,668,550	\$960,958
2. J.H.S. (old H.S.)	\$300,000	12/1/56 (20 yrs)	12/1/76	\$300,000	\$107,100	\$407,100	
3. J.H.S. Addition(old H.S.)	\$250,000	12/13/60 (10 yrs)	12/15/70	\$250,000	\$42,625	\$292,625	\$348,419
4. J.H.S. Addition(old H.S.)	\$50,000	12/1/61 (10 yrs)	12/11/71	\$50,000	\$8,525	\$58,525	\$0
5. H.S. (old J.H.S.)	\$1,900,000	10/15/64 (20 yrs)	10/15/83	\$1,900,000	\$627,000	\$2,527,000	\$1,334,539
6. A.B.R.S.D. Land Purchase	\$100,000	1970	1980	\$100,000	\$0	\$100,000	\$0
7. H.S. Additions	\$4,740,000	12/1/71 (10 yrs)	12/11/81	\$4,740,000	\$1,041,200	\$5,781,200	\$3,669,417
8. A.B.R.S.D. Roofs	\$1,025,000	7/13/82 (10 yrs)	7/15/93	\$925,000	\$281,775	\$1,206,775	\$244,577
9. A.B.R.S.D. Renovations	\$2,700,000	8/1/85 (10 yrs)	8/1/95	\$1,750,000	\$806,594	\$2,556,594	\$907,539
Total	\$12,365,000			\$11,315,000	\$3,283,369	\$14,598,369	\$7,465,449

**Calculations**

<u>School #</u> <u>(see above)</u>	<u># Years</u>	<u>Annual % Depreciation</u>	<u>Total % Depreciation</u>	<u>Principal</u>	<u>Total Depreciation</u>	<u>Current Value</u>	<u>Maynard % Share</u>	<u>Maynard \$ Share</u>
1	36	2%	72%	\$1,300,000	\$936,000	\$364,000	25%	\$91,000
2	35	2%	70%	\$300,000	\$210,000	\$90,000	25%	\$22,500
3	31	2%	62%	\$250,000	\$155,000	\$95,000	25%	\$23,750
4	30	2%	60%	\$50,000	\$30,000	\$20,000	25%	\$5,000
5	27	2%	54%	\$1,900,000	\$1,026,000	\$874,000	25%	\$218,500
6	21	2%	42%	\$100,000	\$42,000	\$58,000	25%	\$14,500
7	20	2%	40%	\$4,740,000	\$1,896,000	\$2,844,000	25%	\$711,000
8	9	2%	18%	\$925,000	\$166,500	\$758,500	25%	\$189,625
9	6	2%	12%	\$1,750,000	\$210,000	\$1,540,000	25%	\$385,000

Mar. 14, 1991

Total \$1,660,875



# The Commonwealth of Massachusetts

## Department of Education

1385 Hancock Street, Quincy, Massachusetts 02169

### APPLICATION BUY-IN ASSISTANCE

Complete this form for each school building in the region for which the regional district incurred construction and interest costs.

Regional School District Acton Boxborough Regional School District  
 Name of School Building A.B.R.H.S. & Raymond J. Grey J.H.S.  
 Name of Town Admitted to Regional School District Maynard  
 Date Town Admitted to Regional School District \_\_\_\_\_

A. Cost of Constructing the Regional School Building	\$ <u>11,315,000</u>
B. Cost of Originally Equipping the Regional School Building	\$ _____
C. Cost of Any Additional Construction to the Regional School Building	\$ _____
D. Sum of A + B + C	\$ <u>11,315,000</u>
E. Interest Costs Related to D	\$ <u>3,283,369</u>
F. Other Related Capital and Maintenance Costs not to Exceed Five Percent of D	\$ <u>565,750</u>
G. Sum of D + E + F	\$ <u>15,164,119</u>
H. Amount of State Aid Paid to the Regional School District on Account of Costs in G	\$ <u>7,465,449</u>
I. Subtract H from G (G - H)	\$ <u>7,698,670</u>
J. Number of Students which the Building and its Additions can Safely and Adequately Accommodate	<u>2,713</u>
K. Cost Per Student -- ( $I \div J$ )	\$ <u>2,838</u>
L. Number of New Students to be Accommodated by the Admission of the New Member City or Town	<u>503</u>
M. Multiply K and L (K X L)	\$ <u>1,427,514</u>
N. Amount Required for Newly Admitted Member to Pay to the Regional School District	\$ <u>1,660,875</u>
O. Maximum Approvable Amount. Compare M and N and List the Lesser Amount.	\$ <u>1,427,514</u>

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



AN ACT FURTHER REGULATING THE REIMBURSEMENT OF FUNDS TO CERTAIN REGIONAL SCHOOL DISTRICTS.

Be it enacted, etc., as follows:

SECTION 1. Chapter 645 of the acts of 1948 is hereby amended by inserting after section 9A, inserted by section 1 of chapter 564 of the acts of 1978, the following section:-

Section 9B. Any city or town which is newly admitted to a regional school district by an amendment to the agreement for the establishment of such district may be reimbursed in part by the board of education, hereinafter referred to in this section as the board, for part of the amount which such city or town is required to pay for such admission, subject to the limitations and in the manner prescribed by this section.

The board shall:-

(1) determine the cost of constructing and originally equipping the regional school building, including the cost of any addition constructed thereto. Included in such cost shall be (a) the cost of construction, either under this chapter or as determined by the board, or the most recently estimated cost of construction in the case where no such final cost of construction has been determined and (b) other capital and maintenance costs not to exceed five per cent of the costs in clause (a) as may be allowed by the board, and (c) the interest costs incurred on account of borrowing for the purpose of financing said school construction. Upon the determination of the above sum, the board shall deduct the amount of state aid paid to the regional school district on account of such construction and other capital costs;

(2) shall then determine the cost per student of such construction and other capital cost by dividing the cost figure arrived at in paragraph (1) by the number of students the buildings and additions, if any, can safely and adequately accommodate as determined by the board; and

(3) shall then determine the number of new students to be accommodated because of the admission of the new member city or town and that number, multiplied by the cost per student arrived at in subparagraph (2) shall comprise the maximum approvable amount upon which the board shall base its grant for reimbursement to the newly admitted member; provided, however, that if the amount which the newly admitted member is required to pay to the regional school district as a condition of membership is less than the maximum approvable amount upon which the board shall base its grant amount as determined above, the lesser amount shall be the maximum approvable amount upon which the board shall base its grant for reimbursement to the newly admitted member.

The amount required to be paid to the regional school district by the newly admitted member as a condition of membership may be paid in equal annual payments made over a period of time, as



specified in the amendment to the regional school district agreement by which the new member was admitted to the regional school district and approved by the commissioner of education.

Any such city or town acquiring membership in an existing regional school district shall receive a grant based upon a percentage of the amount determined to be the base amount upon which the state reimbursement shall be computed as prescribed above. The percentage to be applied against such amount shall be the greater of (1) the percentage applicable to the district as determined under clause (b) of section nine as though such city or town were not a member of the regional school district or (2) the percentage applicable to the district as determined under said clause (b) as though such city or town were a member of the district.

The grant shall be paid to such city or town in equal annual payments, over the same number of years during which such city or town is required to pay the amount of its admission, as specified in the amendment to the regional school district agreement by which such city or town was admitted, but in no case shall the number of annual payments by the commonwealth be fewer than five nor more than twenty. Such annual payments shall be certified by the board of education to the comptroller and the state treasurer shall, within thirty days after such certification, apply to such city or town the amount due from any funds which have been appropriated for the payment of annual payments to cities, towns, counties, and regional school districts.

In instances where the board determines that enlarged or additional facilities are required in an existing regional school district to accommodate students of a city or town acquiring membership in said existing regional school district under this section, any construction grant awarded by the board shall be based upon the greater of (1) the percentage applicable to the district as determined under clause (b) of section nine as though such city or town were not a member of the regional school district, or (2) the percentage applicable to the district as determined under said clause (b) as though such city or town were a member of the district. The provisions of this section shall apply to amendments to regional school agreements approved on or after January first, nineteen hundred and eighty-one.

SECTION 2. Section 14B of chapter 71 of the General Laws, as most recently amended by section 1 of chapter 650 of the acts of 1960, is hereby further amended by striking out clause (f), as appearing in section 1 of chapter 638 of the acts of 1949, and inserting in place thereof the following clause:-

(f) the terms by which any city or town may be admitted to or separated from the regional school district; provided, however, that in the case of admission such terms shall not be inconsistent with the provisions of section nine B of chapter six hundred and forty-five of the acts of nineteen hundred and forty-eight.

JAN 18 1985

Approved December 21, 1984.



## FINANCIAL HISTORY

The chart on the following page compares the per-pupil education costs of Maynard High School, Acton/Boxboro, and the state average for schools at grades 9-12. Note that Maynard's costs at the high school level have been significantly higher than the state average for most of the decade. One could argue that this is due, at least in part, to the lower enrollment and greater numbers of classes with smaller numbers of students (average about 17). In 1988/89, with budget tightening, Maynard finally falls below the state average, almost at a level with Acton/Boxboro for the same grades.

Acton/Boxboro, on the other hand, has been significantly below the state average for the same time period. Their average class size is about 22 students, but their system is operated more cost effectively. In addition to additional state aid, they can utilize cost savings in supplies, contract services, transportation and employee benefits, savings that just aren't available to a smaller system.

While we are concerned uppermost with the educational future of our children, the simple fact is that you cannot maintain a good educational system without a steady and dependable source of funding. Money is what pays for education, not good intentions. Money pays for good teachers, for facilities, computers and TV systems, textbooks, field trips, and everything else in the educational system.

Requests for overrides for schools, along with other town services, are a way of life for communities like Maynard. They will not go away under regionalization. However, the impact of a failed override is far greater in a community like Maynard. As a local school system, we will have to pay fully for almost everything we do. Aside from the greater level of state aid in a regionalized system all the communities share in the total burden, all share the risks, and all share the savings.

The financial benefits to Maynard in a K-12 Acton/Maynard/Boxboro Region:

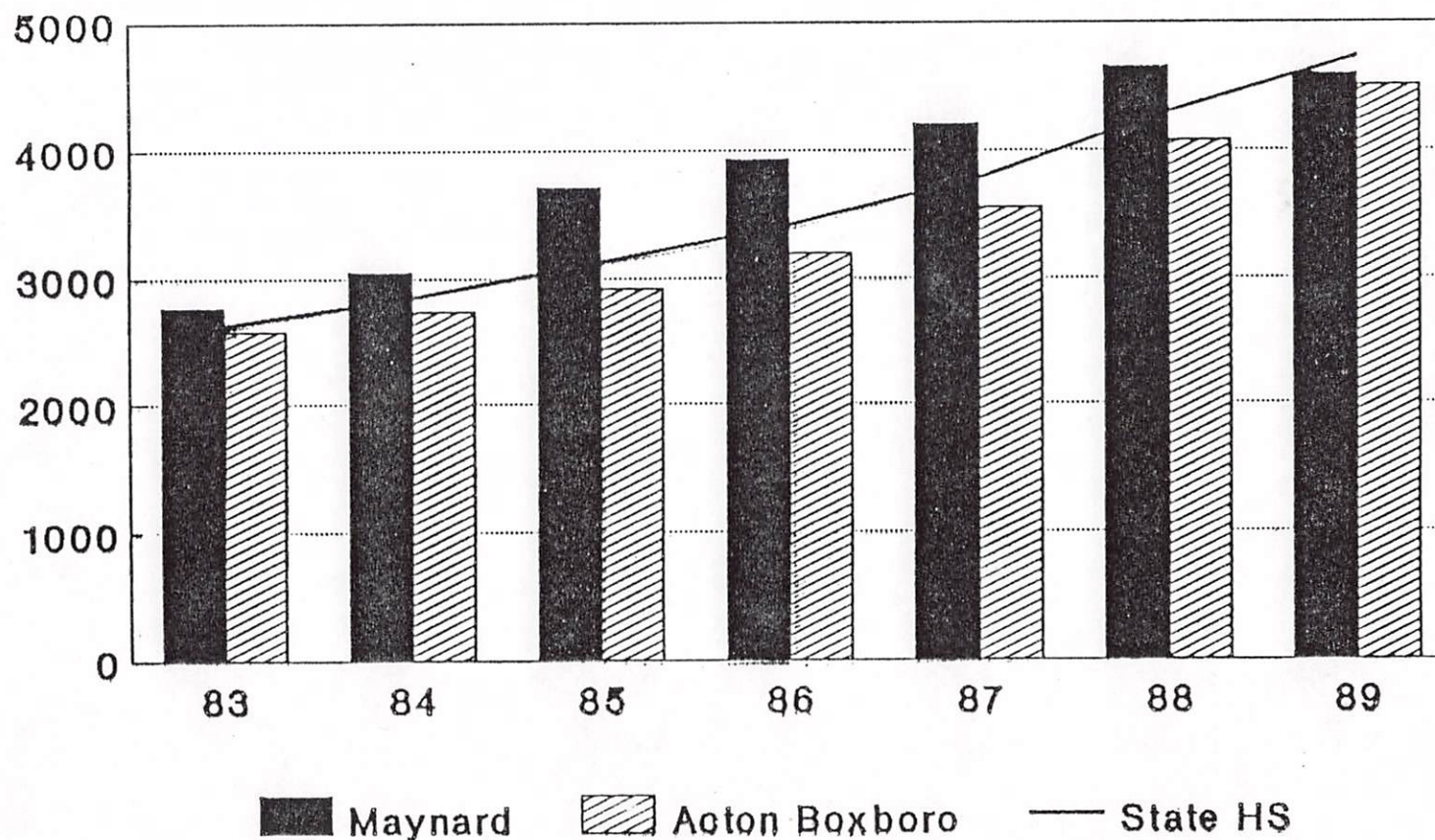
- Greater levels of state aid
- Costs shared among the towns
- Greater stability of the educational system
  - facility maintenance
  - fewer forced cuts of programs/positions at "the edge"
- \$500,000 savings over current costs, if we had been regionalized now.

Financial costs to Maynard

- Will still probably require overrides
- Assessments must be paid first
  - Town must plan prudently



# Per-Pupil Cost of High School Education Maynard-Acton/Boxboro School Years 84-89



# MAYNARD PUBLIC SCHOOLS AND THE TOWN BUDGET

The following charts provide information about Maynard as a part of the town budget. The schools have been receiving a decreasing share of the overall budget. But, more importantly, the school budget has had a significant reduction in its percentage increase for the past three years. This reduction has caused the elimination of positions and programs resulting in limitations on the educational program at all levels, postponement of maintenance in school buildings and increased difficulty in scheduling at the high school to meet college entrance requirements.

	TOWN BUDGET	MAYNARD PUBLIC SCHOOLS BUDGET	INCREASE IN SCHOOL BUDGET	SCHOOLS AS A % OF THE TOWN BUDGET
FY'83	\$8,352,277	\$4,009,800		48.0%
FY'84	\$8,841,408	\$4,284,285	6.8%	48.4%
FY'85	\$9,452,805	\$4,605,403	7.5%	48.7%
FY'86	\$10,176,900	\$4,923,440	6.9%	48.4%
FY'87	\$11,457,785	\$5,293,497	7.5%	46.2%
FY'88	\$12,418,335	\$5,396,341	1.9%	43.4%
FY'89	\$12,844,176	\$5,509,663	2.1%	42.9%
FY'90	\$12,964,413	\$5,521,479	0.2%	42.6%

## RECORD OF STATE AND FEDERAL AID/ GRANT FUNDS FOR EDUCATION

It is important to recognize that the state aid and the state and federal grants received each year for education provide the town with reimbursement of educational expenses. The budget that is passed by Town Meeting is funded only partially by local taxes. For example, the town received \$2,259,541 in such funds for FY'89 making the cost of the schools actually \$3,261,938 in local tax dollars out of the total budget of \$5,521,479. The aid funds that come from state aid do not go to the schools, but rather are deposited into the general fund of the town. Grant funds offset expenses for the specific fiscal year and are, for the most part, competitive requiring new applications every year. We have had an increasingly successful record of acquiring grant funds which may not continue with the reductions in staff that have occurred.

	STATE AID	FEDERAL AND STATE GRANTS	TOTAL
FY'83	\$1,208,612	\$114,275	\$1,322,887
FY'84	\$1,038,050	\$136,097	\$1,174,147
FY'85	\$1,248,129	\$179,684	\$1,427,813
FY'86	\$1,811,561	\$245,969	\$2,057,530
FY'87	\$1,994,803	\$227,248	\$2,222,051
FY'88	\$2,131,834	\$264,558	\$2,396,392
FY'89	\$1,928,949	\$330,592	\$2,259,541

## FACILITIES

### IMPACT ON FACILITIES IN REGION

### AND IN MAYNARD

The following discusses some of the impacts on Maynard facilities--Coolidge, Fowler, WAVM.

There is also a chart showing the capacities and current enrollments of facilities in the region and the towns.



## FACILITIES

The current capacities of the schools in the regional system are listed on the following page. Most of the schools in the district are operating at 65% to 80% of capacity. It is important to note that, on the A/B campus, the Merriam School has an additional capacity of 478, which would easily handle any foreseeable increase at the Grey Junior High.

The district would be responsible for maintaining, repairing and improving not only the regional district schools, but also the buildings, grounds and facilities of each of the leased schools in the towns. Many of our schools have not been adequately maintained for some time. Two of our schools are closed in the evening, and the third is threatened with curtailment of evening activities due to budgetary constraints. By regionalizing, all of the communities share in the costs of maintenance; by remaining a local system, we bear the full cost and liability for maintenance and repairs. Our schools could again be community centers in the evenings.

Fowler and Coolidge Schools would not be needed by the region; they would be surplus and turned back to the town of Maynard. Some see this as a liability.

Coolidge School is currently rented and should provide enough income to cover maintenance and operating costs. The main floors are rented to Chapter One Consortium under a five-year lease; the attic and basement are rented to artists and craftsmen.

Fowler Middle School is a good educational facility in good condition, centrally located, with classrooms, labs, a cafeteria and an excellent gymnasium. This building does NOT have to be a liability to the town. We see this as an asset, and an opportunity for the town to utilize this facility in a positive way. Some of the suggestions that have been made include a community center, elderly center, adult education, and other possibilities for town use. Alternatively, space could be rented as has been done with Coolidge. There are many possibilities, but action must be taken quickly by the town fathers; waiting until the building is turned over to the town will be too late. There are many people in this community willing to work on a building use committee to help solve this situation.

### WAVM

We have been given to understand, by Joe Magno of Cablevision, that the license for WAVM is held now by the Maynard School Committee, but is not required to be a school-run facility. Our feeling is that the studio could remain at the high school and arrangements might be made for a community group to operate the station. This would not preclude use by middle school or high school students, either. This question of use is more appropriate to the transition process. Rest assured, however, that Maynard will not lose its cable TV station simply because of regionalization.

### SBAB LOANS

We have checked with the School Building Assistance Bureau (Diane Price) and have been told that the agreement that exists for the roofs on the Fowler and Green Meadow are with the town of Maynard, and that there will be no loss of SBAB reimbursements because of regionalization.

## Enrollment vs. Capacity

Acton, Boxboro, Maynard and Regional School

ACTON	CURRENT	CAPACITY	
Conant	362	538	67%
Douglas	447	578	77%
Gates	433	553	78%
McCarthy-Towne	426	555	77%
Merriam	0	478	0%
TOTAL	1668	2702	62%

### BOXBORO

Blanchard	279	430	65%
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### MAYNARD

Green Meadow (1-3)	540	700	77%
Maynard High (4-6)	293	575	51%
TOTAL	833	1275	65%

### REGIONAL (inc Maynard)

Grey Jr High (7-8)	766	932	82%
Regional HS (9-12)	1334	1781	75%

MAYNARD PUBLIC SCHOOLS  
MAYNARD, MASSACHUSETTS

MARCH 7, 1991

MEMO #91-38

TO: BOB GELDART

FROM: GREGORY M. CIARDI, PH.D.  
SUPERINTENDENT OF SCHOOLS

SUBJECT: REGIONALIZATION ISSUES REGARDING WAVM

I had a chance last week to discuss with Joe Magno some of the issues regarding WAVM and potential regionalization. According to Mr. Magno the WAVM radio holds a license issued in 1973 for which the tower is located at Maynard High School. Any movement of that tower will require FCC approval through an amendment and reapplication process.

The cable studio was installed in 1981 as a part of an agreement between the Town of Maynard and Adams Russell. That agreement states that the studio represents the "community access" facility for the Town of Maynard and its location at Maynard High School meets the requirement to provide a community access facility. As you probably know the contract is currently held with Cablevision and the current cable license would allow a transfer of the community access studio to Acton as long as appropriate provisions were made for the citizens of Maynard to make use of the facilities.

I realize that these are very cursory responses but they may be useful at this time. If you need more detailed information in the future, Mr. Magno stands ready to provide help and assistance with responses to whatever questions may arise.

If you have any questions about this, please do not hesitate to call me.

cc: School Committee



To: Ben Helicant  
FYE  
Joe  
4/2/91

**CABLEVISION<sup>SM</sup>**

Dr. Gregory Ciardi, Superintendent  
Maynard Public School  
Bancroft Street  
Maynard, Mass. 01754

April 1, 1991

Dear Greg:

I reviewed your letter and concur on almost every point. However, there are a couple of things which need further clarification.

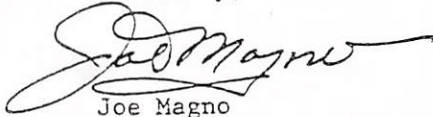
First of all, if you were to move the cable equipment to Acton, it might be a little more complicated than you indicate in your letter. You would be taking away Maynard's public access facility and leaving the Town with none. This would probable be a hard sell. (Acton already has a Cablevision sponsored studio in the high school with a full-time director of Access paid for by Cablevision. The Maynard equipment really wouldn't be needed.)

Secondly, you might want to be aware that the Maynard School Committee, although they hold the license, did not purchase any of the radio equipment with school funds. I bought it solely with funds raised by raffles and other activities which involved the kids and parents. (Where I was an employee of the school department, I guess that might give you ownership, but I thought you should know.) The school committee provided an annual budget in later years for activities at WAVM which included field trips, repairs, supplies, etc.---not for equipment.

Should regionalization become a reality, and plans materialize to move the Fowler to the current high school building, I would suggest that you develop a middle school program to run 8:00 to 5:00 (with an advisor) and then make it a community program from 5:00-9:00 with the Cablevision paid director. In this way, Maynard High School students could still participate, as well as other members of the adult community. If Acton gets its radio and TV program going again, the kids could then have a choice and WAVM could remain intact.

I will be happy to attend any meetings if you feel I can be of assistance.

Sincerely,

  
Joe Magno

## STAFFING ISSUES

Following are staffing pattern for the last few year for Acton Public Schools (K-6) and Acton/Boxboro junior and senior high levels, and for the Maynard schools. Also shown are class sizes resulting.

### STAFFING

The number of personnel employed by the Maynard Public Schools has declined steadily over the past five years. The following chart of full-time equivalent employees illustrates that trend.

	<u>FY'87</u>	<u>FY'88</u>	<u>FY'89</u>	<u>FY'90</u>	<u>FY'91</u>
Teachers	103.6	102.5	102.1	101.0	99.6
Administrators	11.0	11.0	9.0	6.0	6.0
Sped Ass'ts	8.0	8.0	8.0	7.0	7.0
Secretaries	13.0	13.0	13.0	11.5	11.5
Custodians	12.5	12.5	12.5	11.0	11.0
Nurses/Aides	4.0	4.0	4.0	2.0	2.0

### STUDENT-TEACHER RATIOS

Although the student-teacher ratio is a frequently cited statistic, it must be interpreted with caution. Sometimes the number of teachers includes all part and full time classroom teachers and specialists and, at other times, only some of the categories of teachers are used. In the following chart, the ratios reflect the total number of pupils enrolled from grade 1 to grade 12 and the number of full timeequivalent classroom teachers including art, music and physical education teachers but not special education, guidance or librarians. This is the definition used by the U.S. Department of Education in compiling national statistics.

	<u>Elementary</u>	<u>Junior High</u>	<u>High School</u>
FY'88	22.4	17.6	15.3
FY'89	21.9	16.5	14.5
FY'90	22.0	17.1	14.1



## MAYNARD PUBLIC SCHOOLS

Class Size Guidelines for Grades K-4

Although the body of research on optimum class size is contradictory and inclusive, it is consistently recommended that lower class size in the lowest grades contributes to success in learning and adjustment in the important early years of schooling. Therefore, the Maynard Public Schools will use the following guidelines for class size:

Kindergarten - 16 to 19 students per class  
First Grade - 18 to 22 students per class  
Second Grade - 20 to 24 students per class  
Third Grade - 22 to 26 students per class  
Fourth Grade - 22 to 26 students per class

When the class size at any grade level approaches either the upper or lower limit of these ranges, the Principal with the Assistant Superintendent will initiate a review of the enrollment at that grade level. This review will involve the teachers and support staff who provide service to the students in an analysis of each class composition as to special needs and bilingual students and any unique factors.

The Principal will prepare a report to the Superintendent detailing the findings of the review and recommending one of the following alternatives:

1. no staffing change
2. addition or deletion of one or more instructional aides
3. addition or deletion of one or more teachers

The Superintendent will report to the School Committee including the conclusions at the building-level and a final recommendation on the matter to the Committee.

# ACTON PUBLIC SCHOOLS

## NUMBER OF STUDENTS

GRADE	*	*	*	*	*	*	**
	85-86	86-87	87-88	88-89	89-90	90-91	91-92
K	216	201	246	245	239	256	250
1	248	224	223	261	271	260	276
2	236	235	210	206	245	255	253
3	242	238	219	219	209	243	250
4	231	236	254	227	212	212	245
5	225	223	243	254	228	216	212
6	247	231	223	251	251	226	216
TOTAL	1645	1588	1618	1663	1655	1668	1702

## NUMBER OF CERTIFIED STAFF\*\*\*

							Proj.
CLASSROOM	67.0	65.5	67.5	69.0	68.5	70.0	72.0
ART	2.7	2.7	2.7	2.7	2.7	2.5	2.5
MUSIC	4.9	4.8	4.5	4.1	3.9	3.5	3.5
PHYSICAL ED	3.7	3.7	3.7	3.7	3.7	3.5	3.5
LIBRARY	1.0	1.0	1.0	1.0	1.0	1.0	1.0
CURRICULUM SPECS.	3.0	3.0	3.0	3.0	2.0	2.0	2.0
READING	3.0	3.0	3.0	3.0	3.0	2.8	2.8
COUNSELING	4.0	4.0	4.0	3.8	3.8	3.8	3.8
PUPIL SERVICES	12.2	12.8	12.8	12.8	12.9	13.3	13.3
PRINCIPALS	4.0	4.0	4.0	4.0	4.0	4.0	4.0
GENERIC SPECIALIST	0.5	0.5	0.5	0.5	0.5	0.5	0.5
COMPUTER SERVICES	1.0	0.8	0.8	0.8	0.7	0.6	0.6
TOTALS	107.0	105.8	107.5	108.4	106.7	107.5	109.5
CLASSROOM TEACHER AV. CLASS SIZE	22.85	22.69	22.16	21.93	22.32	21.90	21.80
CLASS SIZE RANGE IN REQUIRED SUBJECTS	17-27	17-27	17-26	11-27	15-25	18-26	
NUMBER OF CLASS SIZES BELOW 20	3	3	10	7	4	5	
NUMBER OF CLASS SIZES ABOVE 27	0	0	0	1	0	0	
AV. PROF. INS. SAL.	29,759	32,495	34,820	36,336	39,117	41,824	41,824

\*

DATA FROM OCTOBER 1 OF THE SCHOOL YEAR

\*\*

PROJECTION BASED ON OCTOBER 1, 1990 DATA

\*\*\*

DOES NOT INCLUDE STAFF PAID WITH FEDERAL, STATE OR OTHER ALTERNATE FUNDS

APRIL 1, 1991

**ACTON PUBLIC SCHOOLS**  
**OTHER EMPLOYEES**  
**CENTRAL OFFICE (FULL-TIME EQUIVALENT)**

	<u>85-86</u>	<u>86-87</u>	<u>87-88</u>	<u>88-89</u>	<u>89-90</u>	<u>90-91</u>	<u>Proj. 91-92</u>
ADMIN./COOR.	3.50	3.37	3.27	3.36	3.05	2.77	2.77
MAINTENANCE	3.00	3.50	3.50	3.50	3.50	3.50	3.50
PUPIL SERVICES	1.50	2.10	1.70	1.74	1.80	1.90	1.90
BKKEEPERS. & SECRET.	5.60	5.90	5.15	4.65	4.40	4.10	4.10
CROSSING GUARDS	1.50	1.50	1.50	1.50	1.50	1.50	1.50
MAIL DELIVERY	0.12*	0.12	0.12	0.12	0.12	0.12	0.12
BUS DRIVERS & DISPAT	11.00	10.25	10.99	10.00	10.50	9.64	9.64
SWITCHBD. OPERATOR	0.56*	0.56	0.74	0.65	0.51	0.56	0.56
TOTALS	26.78	27.30	26.97	25.52	25.38	24.09	24.09

**SCHOOLS (INCLUDES BLANCHARD AUDITORIUM)**

CUSTODIANS	7.00	7.02*	6.73	7.00	7.00	6.39	6.39
CLERICAL	5.00	6.38	6.58	6.48	6.79	6.79	6.79
AIDES-CLASSROOM	14.50	14.10	14.02	14.40	15.53	15.10	15.10
AIDES-NONCLASSRM.	0.40	0.40	2.80	4.30	4.50	3.90	3.90
NURSES	2.00	2.00	2.00	2.00	2.00	1.60	1.60
LIBRARY AIDES	3.00	3.00	3.00	3.00	3.00	2.50	2.50
TOTALS	31.90	32.90	35.13	37.18	38.82	36.28	36.28

DOES NOT INCLUDE STAFF PAID WITH FEDERAL, STATE OR OTHER ALTERNATE FUNDS

\* NEW FTE (FULL TIME EQUIVALENCY) CALCULATION FORMULA

April 1, 1991



**ACTON-BOXBOROUGH SCHOOL DISTRICT  
JUNIOR HIGH SCHOOL  
NUMBER OF STUDENTS**

GRADE	*	*	*	*	*	*	**
	<u>85-86</u>	<u>86-87</u>	<u>87-88</u>	<u>88-89</u>	<u>89-90</u>	<u>90-91</u>	<u>91-92</u>
7	281	276	279	263	299	295	279
8	339	284	267	275	269	291	294
	<u>620</u>	<u>560</u>	<u>546</u>	<u>538</u>	<u>568</u>	<u>586</u>	<u>573</u>

**NUMBER OF CERTIFIED STAFF\*\*\***

							Proj.
CLASSROOM	33.80	31.79	30.80	30.20	29.00	28.80	28.80
MEDIA CENTER	1.00	1.00	1.00	1.00	1.00	1.00	1.00
ART	1.70	1.70	1.70	1.90	1.90	1.90	1.90
MUSIC	1.55	1.75	1.60	1.72	2.12	1.42	1.42
PHYSICAL ED.	3.00	2.80	2.80	2.40	2.30	2.20	2.20
READING	1.00	1.00	1.00	1.00	1.00	1.00	1.00
COUNSELING	2.50	2.50	2.30	2.30	2.20	2.00	2.00
PUPIL SERVICES	3.00	3.00	3.00	4.00	4.70	4.40	4.40
PRINCIPALS & ASSTS.	2.00	2.00	2.00	2.00	2.00	1.80	1.80
COMPUTER SVCS.	<u>0.40</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
50							
TOTALS	49.95	48.04	46.70	47.02	46.72	45.02	45.02

**OTHER EMPLOYEES**

CUSTODIANS	5.50	5.50	5.00	5.00	5.00	5.00	5.00
CLERICAL	3.00	3.00	3.00	3.00	3.00	3.00	3.00
AIDES-CLASSROOM	3.00	2.30	2.13	2.13	2.50	2.50	2.50
AIDES-NON CLASSRM.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NURSE	1.00	1.00	1.00	1.00	0.80	1.00	1.00
COORD. OF VOL.	<u>0.25</u>	<u>0.50(x)</u>	<u>0.50</u>	<u>0.50</u>	<u>0.20</u>	<u>0.00</u>	<u>0.00</u>
TOTALS	12.75	12.30	11.63	11.63	11.50	11.50	11.50

CLASS SIZE AV. IN ENGLISH, MATH, SCI. & SOCIAL STUDIES	22.80	22.60	22.00	21.30	23.60	24.70	24.60
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CLASS SIZE RANGE IN REQUIRED SUBJECTS	8-31	7-29	5-29	9-27	10-37	7-36	
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BELOW CLASS OF 20	22	20	17	10	16	6	
ABOVE CLASS OF 25***	11	8	5	4	10	16	

AV. PROF. INST. SECONDARY SAL.	30,251	31,989	34,282	36,175	38,602	42,203	42,203
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\* DATA FROM OCTOBER 1 OF THE SCHOOL YEAR  
 \*\* PROJECTION BASED ON OCTOBER 1, 1990 DATA  
 \*\*\* DOES NOT INCLUDE TEAM CLASSES  
 (X) NEW FTE (FULL TIME EQUIVALENCY) FORMULA)

April 1, 1991

**ACTON-BOXBOROUGH SCHOOL DISTRICT**  
**SENIOR HIGH SCHOOL**  
**NUMBER OF STUDENTS**

GRADE	*	*	*	*	*	*	**
	85-86	86-87	87-88	88-89	89-90	90-91	91-92
9	363	323	268	287	262	256	285
10	381	372	312	276	285	265	258
11	397	366	366	301	265	274	259
12	354	402	370	376	310	273	275
UNGRADED	12	11	8	10	9	10	10
POST GRADUATE	1	0	0	1	3	1	1
TOTAL	1508	1474	1324	1251	1134	1079	1088

**NUMBER OF CERTIFIED STAFF\*\*\***

							Proj.
CLASSROOM	72.80	72.00	66.90	62.90	58.40	53.88	53.88
MEDIA CENTER	2.00	2.00	2.00	2.00	2.00	1.60	1.60
ART	2.30	2.10	2.10	2.10	2.10	2.10	2.10
MUSIC	1.15	1.05	0.90	1.43	1.23	1.03	1.03
PHYSICAL ED.	6.00	6.00	6.00	5.00	5.00	3.15	3.15
READING	1.00	1.00	1.00	1.00	1.00	1.00	1.00
COUNSELING	5.50	5.50	5.50	5.30	5.20	5.00	5.00
PUPIL SERVICES	4.80	5.00	5.75	4.70	4.60	4.70	4.70
PRINCIPALS & ASSTS.	3.00	3.00	3.00	3.00	3.00	2.70	2.70
COMPUTER SVCS.	0.40	0.50	0.50	0.50	0.50	0.50	0.50
TOTALS	98.95	98.15	93.65	87.93	83.03	75.66	75.66

**OTHER EMPLOYEES**

CUSTODIANS	8.35	8.35	9.00	9.00	9.00	9.00	9.00
CLERICAL	7.00	7.00	6.85	7.00	6.40	5.69	5.69
AIDES-CLASSROOM	5.00	4.67	4.80	5.10	5.86	5.67	5.67
AIDES-NON CLASSRM.	2.25	2.00	2.00	2.00	2.00	1.70	1.70
NURSE	1.00	1.00	1.00	1.00	1.00	1.00	1.00
TOTALS	23.60	23.02	23.65	24.10	24.26	23.06	23.06

CLASS SIZE AV. IN ENGLISH, MATH, SCI. & SOCIAL STUDIES	22.90	22.10	21.00	22.50	21.90	21.48	21.50
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CLASS SIZE RANGE IN REQUIRED SUBJECTS	6-37	7-32	5-32	7-33	6-34	6-32
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BELOW CLASS OF 20	71	72	99	53	67	50
ABOVE CLASS OF 25***	110	92	71	58	60	40

AV. PROF. INST. SECONDARY SAL.	30,251	31,989	34,282	36,175	38,602	42,203	42,203
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\* DATA FROM OCTOBER 1 OF THE SCHOOL YEAR  
 \*\* PROJECTION BASED ON OCTOBER 1, 1990 DATA  
 \*\*\* DOES NOT INCLUDE STAFF PAID WITH FEDERAL, STATE OR OTHER ALTERNATE FUNDS

April 1, 1991

# ACTON-BOXBOROUGH SCHOOL DISTRICT

## CENTRAL OFFICE PERSONNEL

	<u>85-86</u>	<u>86-87</u>	<u>87-88</u>	<u>88-89</u>	<u>89-90</u>	<u>90-91</u>	<u>Proj. 91-92</u>
ADMIN./COOR.	3.80	3.63	3.88	3.88	3.65	2.88	2.88
MAINTENANCE	3.00	3.50	3.50	3.50	3.50	3.50	3.50
PUPIL SERVICES	2.00	2.30	2.85	2.85	2.40	2.10	2.10
BKKEEPERS. & SECRET.	5.50	6.00	6.65	7.05	6.40	5.90	5.90
CROSSING GUARDS	1.50	1.50	1.50	1.50	1.50	1.50	1.50
MAIL DELIVERY	0.13*	0.13	0.13	0.13	0.13	0.13	0.13
BUS DRIVERS & DISPAT	11.00	10.25	10.99	10.50	10.50	9.64	9.64
SWITCHBD. OPERATOR	0.60*	0.59	0.65	0.65	0.51	0.59	0.59
TOTALS	27.53	27.90	30.15	30.06	28.59	26.24	26.24

DOES NOT INCLUDE STAFF PAID WITH FEDERAL, STATE OR OTHER ALTERNATE FUNDS

\* NEW FTE (FULL TIME EQUIVALENCY) CALCULATION FORMULA

April 1, 1991



STAFF DEVELOPMENT:

Staff development is an important consideration for professional staffs, and is an indication of a district's concern for the professional growth of its teachers and administrators, and of the system as a whole. The FY-91 budget items for staff development of the Acton/Boxboro district, Acton public schools, and Maynard are compared in the following table:

	ABRSD	Acton PS	Maynard
EDCO (The Educational Collaborative)	7,000	6,300	9,454
R&D, Curriculum Development	7,800	7,500	* 10,000
Inservice Training	5,200	6,500	6,000
Course Reimbursement	7,000	5,500	*
Conferences & Travel	14,000	12,800	*
TOTAL	\$41,000	\$38,600	\$25,454
Professional Staff	123	112	116
Per-staff Appropriation	\$333.33	\$344.64	\$219.43

\*Note: In Maynard, for FY91, there is a \$10,000 budget item from which may come curriculum development, teacher inservice training, course reimbursement and conference and travel expenses. There is a separate \$6,000 item for administrators' inservice training.

## STAFFING REDUCTIONS

In the budget presentation, cost savings assume certain levels of staffing in the region. What follows is the staffing reductions that are assumed as reasonable to proper staffing levels in the new region.

# STAFFING CUTS

In any consolodation, whether in private industry or in school districts, much of the savings is realized from staff reductions where positions are no longer needed or are duplicated. The savings are in dollars, but the costs are in terms of people. No one is comfortable with the idea of reducing staff, whether through consolidation or due to budget constraints, but it is often a fact of life.

The Maynard School Superintendent and the Acton/Boxboro Business Manager have looked at the staffing needs of a combined region, and the following table gives their agreement of the reductions that would result from consolidation of the districts. While reductions in teaching positions would be spread across the region, many of the cuts in clerical support and custodial would jeopardize Maynard staff.

Department	HS FTE	JHS FTE
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English	1.5	.2
Math	.5	.2
Science	1.2	.2
Social Studies	.9	.2
Languages	.5	
Health		.6
Sped Tutor		1.0
Business	.6	
Home Economics	.2	
Physical Education	1.0	
Art	.5	
Industrial Arts	.4	
Library	1.0	
Guidance	1.0	
Music	.7	
-----	-----	-----
Total Teaching	10.0	2.4
Administrative		
Superintendant		1.0
Principals		1.5
Secretarial		
School Secretaries		3.0
Superintendant's Secretary		1.0
Bookkeeper		1.0
Payroll Secretary		1.0
Custodians		3.0
<del>Sped Tutor</del>		<del>1.0</del>
Athletic Director		.6
		-----
TOTAL STAFF REDUCTIONS		25.5



## TRANSITION

A smooth transition is critical to the future effective operation of the region. What follows is a presentation of the thoughts of the Committee on how that transition process might effectively proceed.

## TRANSITION TO A THREE-TOWN REGION

The transition to a regional district of the three communities of Maynard, Acton and Boxboro, and the current Acton/Boxboro Regional School District, would be managed by the Superintendents of Acton and Maynard, with input from the Superintendent of Boxboro Schools, with the assistance of their staffs. They would report to the School Committee and would be responsible for the following:

1. Gathering data on other consolidations, their successes and pitfalls. Relating that data to the School Committee along with a general approach to avoid others' mistakes and to try to learn from others' successes.
2. Setting up a time-line, agenda and committees to deal with each item on the agenda. the committees would be composed of the parties which are closely affected by the agenda item. As these are set up, they would report to and be discussed by the School committee.
3. Supervising the working of the committees and making sure they accomplish their tasks in a timely and complete manner.

The School Committee would hold informational and feed-back forums in each of the towns. They would be scheduled regularly so that there could be adequate communication on agenda items.

Committees will consist of administration, faculty, parents and students, depending on who is concerned with each topic. Many of the committees could be broken into several smaller sub-committees to work on specific aspects.

Suggested agenda topics might include, but not be limited to:

### Administrative

- Curriculum
- Staffing (professional & support)
- Equipment & supplies
- Transportation
- Student placement, class rank
- Intergovernmental relations among towns

### Orientation & amalgamation of students

- How transition for each grade (present 5-10) be handled in September 1992.
- Ongoing orientation for entering 7th grade students.

### Identity

- District name
- School colors
- Band uniform
- Mascot

### Activities and social

- Membership on teams, cheerleading, other extracurricular
- Annual school traditions in both towns
- Newspaper, yearbook, radio/TV staffs

### Parental involvement

- Introduction of parents to the regional schools
- PTO interaction
- Introduction of parents to Administration & School Committee

## THE AGREEMENT

What follows is a presentation of the proposed K-12 agreement between Maynard, Acton and Boxboro. Following the agreement, is a "plain language" explanation of the agreement, with some of the thoughts of the Committee as we developed it.



## AMENDED AGREEMENT

AMONG THE TOWNS OF ACTON, BOXBOROUGH and MAYNARD, MASSACHUSETTS  
WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT

The Agreement entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the member towns of Acton and Boxborough, is hereby amended in its entirety to add the Town of Maynard as a member town and to read as hereinafter set forth. In consideration of the mutual promises herein contained, IT IS HEREBY AGREED as follows:

### SECTION I. *THE REGIONAL DISTRICT COMMITTEE*

#### A. POWERS, DUTIES AND COMPOSITION

1. The Regional District School Committee, hereinafter referred to as the "Committee", shall consist of twelve members, five from the Town of Acton, three from the Town of Boxborough and four from the Town of Maynard.
2. A majority of the members of the Committee, which majority shall include at least one member from each member town, shall constitute a quorum for the transaction of business.
3. The Committee shall have all the powers and duties conferred and imposed upon it by this Agreement, and such additional powers and duties as are specified in Section 16 to 16 I, inclusive, of Chapter 71 of the General Laws, any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any applicable special law.
4. 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 and vice-chairman from its own number, and by appointing a secretary and a treasurer who may be the same person, but who need not be members of the Committee, provided that the chairman so chosen shall



be from each member town, in rotation, rotating among the three towns on a regular basis. The Committee shall determine the terms of office and define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable. Provisions shall be made for regular and special meetings, provided that the location of every regular meeting shall be rotated among the three towns on a regular basis.

B. INTERIM COMMITTEE

Members of the school committees of all three towns shall serve as members of the committee until their terms expire. Each member's vote shall be weighted in the following manner. The current population of each town shall be divided by the total population of all three towns, then multiplied by the total of eligible members of the school committee for that year. The resulting number is then divided by the number of members that that town is entitled to on the school committee for that year. For purposes of this subsection, population of the member towns shall be based on the most recently reported decennial federal census of population and shall be revised as of the date of the organization meeting of the committee next following the official publication by the United States Bureau of the Census of its report of each such decennial census of population.

C. ELECTED MEMBERS

At the annual town elections in 1992, and every third year thereafter, the Town of Acton shall elect one (1) member of the committee from the Town of Acton, the Town of Boxborough shall elect one (1) member of the committee from the Town of Boxborough and the Town of Maynard shall elect two (2) members of the committee from the Town of Maynard. At the annual town elections in 1993, and every third year thereafter, the Town of Acton shall elect two (2) members of the committee from the Town of Acton, the Town of Boxborough shall elect one (1) member of the committee from the Town of Boxborough and the Town of Maynard shall elect one (1) member of the committee from the Town of Maynard. At the annual town elections in 1994, and every third year thereafter, the Town of Acton shall elect two (2) members of the committee from the Town of Acton, the Town of Boxborough shall elect one (1) member of the committee from the Town of Boxborough and the Town



of Maynard shall elect one (1) member of the committee from the Town of Maynard. Each member so elected shall serve for a term of three years or until a successor is elected and qualified.

D. VOTING

Each member's vote shall be weighted in the following manner. The current population of each town shall be divided by the total population of all three towns, then multiplied by 12. The resulting number is then divided by the number of members that that town is entitled to on the school committee. For purposes of this subsection, population of the member towns shall be based on the most recently reported decennial federal census of population and shall be revised as of the date of the organization meeting of the committee next following the official publication by the United States Bureau of the Census of its report of each such decennial census of population.

E. VACANCY

If there is a vacancy on the committee the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen from the town in which the vacancy occurred, who, with the remaining members of the committee from that town, acting at a joint meeting, shall fill such vacancy by roll call vote. Such joint meeting shall be called by the chairman of the board of selectmen and notice thereof shall be given to each person entitled to vote and publicly posted in the town clerk's office at least one week before the date set for the meeting. A majority of the selectmen and members entitled to vote shall be necessary to such election. The person so elected shall be a registered voter of that town and shall perform the duties of the committee member until the next annual town election for that town, at which election a member shall be elected to fill the unexpired term, if any.

SECTION II. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The regional district schools shall comprise all the grades kindergarten 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 III. PUPILS

- A. Residents of the member towns (grades kindergarten -12) may attend the Regional District Schools under the same regulations as would apply to a local school system.
- Notwithstanding any other provision of this Agreement, no child in grades Kindergarten, One, Two, Three, or any transition class below grade four shall be required to attend a school located in a community other than that in which s/he resides except pursuant to her/his parent(s) consent or pursuant to an Individual Education Plan (IEP).

Subject to the provisions of this section, it is intended that all pupils in grade four through grade six in the member towns will receive their education in facilities which are located in the respective towns in which said pupils reside, except for the following:

- (1) In the case of children with special needs, the committee may provide for other appropriate arrangements based on the individualized educational plan (IEP).
- (2) By request of a parent or guardian to place a student in a facility in the district other than a facility in the town in which the pupil resides, provided the committee determines that it is prudent and can be accomplished and is in the best interest of the pupil.
- (3) When, in the judgment of the committee, there is either overcrowding or underutilization of facilities within a grade level at the schools located in one of the member towns, subject to the following conditions:
  - (a) any pupil who is to be transferred to a school outside his or her town of residence shall have equal opportunity for placement in the

school or schools of the other town with that of pupils who reside in the other town.

(b) before any pupils are transferred to a school located in a town other than the town in which they reside, the principal of each school building in which the committee has determined there is overcrowding or underutilization of facilities in one or more grades shall appoint and convene a study committee consisting of the principal, two parents of pupils attending the school (one of whom shall be the parent of a pupil in a grade in which there is overcrowding or underutilization of facilities) and two staff members (one of whom shall be the teacher of a class in a grade in which there is overcrowding or underutilization of facilities). In addition, three members of the committee, one from each member town, shall be appointed by the chairman of the committee and serve as members of such study committee. Each study committee shall prepare and submit to the superintendent of schools a needs assessment report which shall consider at least the nature and needs of the pupils who would be affected, space requirements, grade levels, projected enrollment trends, fiscal constraints, residence of the pupils who would be affected and any other issues deemed by the study committee to be related to a practical and reasonable good faith effort to maintain class sizes conducive to quality education.

(c) the superintendent of schools shall review the findings and report of each study committee and make a recommendation thereon to the committee.

(d) the committee shall take such action as it deems appropriate on the report of each study committee and the recommendation of the superintendent thereon.

- B. Students residing outside the District may attend the Regional District Schools under approval of the Committee and payment of tuition established in accordance with the provisions of the law.



- C. Students wishing to attend vocational schools may do so in the manner provided by law.

#### SECTION IV. PARENT ADVISORY COMMITTEES

Each regional district school may, at the discretion of the regional school committee members of the town in which that school is located, have a school committee appointed parent advisory committee that meets regularly with the principal, and at least one representative of the teaching staff. This committee may at its discretion provide input to the school committee concerning curriculum development, curriculum assessment, and principal selection. It may submit reports on the school administration and any other issues which are related to the unique needs of the school facility.

#### SECTION V. EMPLOYMENT OF PERSONNEL AND EXTENSION OF TENURE

All school personnel in positions to be superseded by the inclusion of grades kindergarten through six from Boxborough and Acton and kindergarten through twelve from Maynard in the regional school district shall be given preferred consideration for similar positions in the regional school district to the extent that such positions exist therein and to the extent provided in and subject to all the provisions of Section 42B of Chapter 71 of the General Laws as amended.

#### SECTION VI. LOCATION OF THE REGIONAL SCHOOL DISTRICT SCHOOLS

##### A. Regional District Junior High School and Senior High School

After the first year of regionalization, during which Maynard 7-12 students will continue to attend their current schools, pupils in grades seven through twelve shall attend the regional district junior high school and senior high school located within the district in the Town of Acton, the present Raymond J. Grey Junior High School and Acton-Boxborough Regional High School, except: (1) in the case of children with special needs, the committee may provide for other appropriate arrangements based on the individualized educational plan (IEP), (2) students wishing to attend vocational schools may do so in the manner provided by law.



B. Lease of the Present Town Schools

The Town of Boxborough, the Town of Acton, and the Town of Maynard are each hereby authorized to lease to the regional school district the buildings, facilities, grounds, equipment, and educational materials presently used by the member towns for school purposes as hereinafter listed. Each lease shall be for a term of twenty (20) years and the term shall commence on the date when the committee assumes jurisdiction over the pupils in all grades of the district. The leases may contain provisions for extension in accordance with the provisions of Section 14C of Chapter 71 of the General Laws as amended. The Town of Boxborough, the Town of Acton and the Town of Maynard shall receive no rental for the leases, except that the lease of the Florence A. Merriam school may provide that rent shall be paid to Acton in amounts not exceeding the net income from rental of all or any portion of that school to non-district persons or organizations. The leases shall contain provisions authorizing the district to repair and make minor improvements or alterations to the buildings or any part thereof. The district shall pay all expenses of maintaining and operating the buildings and keeping them in good repair during the terms of the leases. The committee shall also be authorized to make major improvements and alterations to town-owned schools, but only after notification of the appropriate member town's board of selectmen. The leases shall provide that the district shall insure at its expense the buildings so leased. The leases shall be entered into and executed on behalf of the town in which a school is located by the board of selectmen of that town, and on behalf of the district by the committee.

Each town will retain control over the scheduling and use during non-school hours of the K-6 buildings located in its town. During non-school hours, priority in scheduling will be given to school related activities.

Pursuant to the foregoing provisions, the Town of Boxborough is authorized to lease to the regional school district the premises, facilities and building presently known as:

Name and Location of School

1. Blanchard Memorial School  
493 Massachusetts Avenue  
Boxborough, MA

Pursuant to the foregoing provisions, the Town of Acton is hereby authorized to lease to the regional school district the premises, facilities and buildings presently known as:

Name and Location of School

1. Luther B. Conant School  
80 Taylor Rd., Acton, MA
2. Carolyn T. Douglas School  
21 Elm Street, Acton, MA
3. Paul P. Gates School  
75 Spruce Street, Acton, MA
4. McCarthy-Towne School  
5 Charter Road, Acton, MA
5. Florence A. Merriam School  
15 Charter Road, Acton, MA

Pursuant to the foregoing provisions, the Town of Maynard is hereby authorized to lease to the regional school district the premises, facilities and buildings presently known as:

Name and Location of School

1. Maynard High School  
Great Road, Maynard, MA
2. Green Meadow School  
Great Road, Maynard, MA

Each lease shall provide that the name of the leased school shall not be changed without the approval of the committee members and the selectmen of the lessor town.



C. LEASE OF BLANCHARD AUDITORIUM

The existing lease from the town of Acton to the district of the Blanchard Auditorium is hereby acknowledged and shall continue in accordance with its terms.

D. NEW FACILITIES AND FACILITY EMERGENCIES

Any new school facility constructed for the purpose of accommodating pupils primarily from a particular member town shall be located in such town, provided that no such new facility shall be constructed unless such construction has been approved by a majority of the voters present and voting at a town meeting in each town. Further, if a school described in subsection VI B should become unusable because of damage or any other cause, the committee may vote to use a school in the other towns on a temporary emergency basis until facilities become available in the town of residence of the pupils.

E. REGIONAL ELEMENTARY SCHOOLS

The district shall at all times maintain at least one elementary school in each member town, except in the case of a facility emergency as described in Subsection VI D.

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

- A. For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: construction costs and operating costs.
- B. Construction costs shall include cost of site, cost of building construction and original equipment and furnishings, cost of plans, architect's fees, consultant's fees, cost of grading, cost of any subsequent capital acquisitions or improvements, and any other costs which may be incurred to put the building and premises in operating condition, and also the payment of principal of and interest on bonds or other obligations issued by the regional school district to finance construction costs.



- C. Operating costs shall include all costs not included in construction cost as defined in Subsection VII B, but including interest on temporary notes issued by the District in anticipation of revenue.
- D. 1. Payment of construction costs for schools accommodating pupils in grades seven through twelve shall be apportioned among the member towns as follows:
- |       |     |            |    |         |     |
|-------|-----|------------|----|---------|-----|
| Acton | 70% | Boxborough | 5% | Maynard | 25% |
|-------|-----|------------|----|---------|-----|
2. Payment of construction costs authorized on or after July 1, 1991 for each school used for grades kindergarten through six, including schools leased from the member towns and schools constructed in accordance with Subsection VI D, shall be apportioned to the member towns on the basis of their respective pupil enrollments in kindergarten through grade 6. Each member town's share for each fiscal year following shall be determined by computing to the nearest one-tenth of one percent the ratio which that town's pupil enrollment in grades kindergarten through 6 on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns in kindergarten through grade 6 on the same three dates.

E. APPORTIONMENT OF OPERATING COSTS FOR THE REGIONAL DISTRICT SCHOOLS

Operating costs for the regional district schools for the second fiscal year next following the passage of this amended agreement and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional district schools. Each member town's share for each fiscal year following shall be determined by computing to the nearest one-tenth of one percent the ratio which the sum of that town's pupil enrollment in grades kindergarten through twelve on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined bears to the sum of the total pupil enrollment from all the member towns of the regional district schools on the same three dates.



F. APPORTIONMENT OF ADDITIONAL CAPITAL COSTS TO THE TOWN OF MAYNARD

In addition to the capital and operating costs apportioned to the member towns in accordance with the foregoing provisions of this Section VII, for the second fiscal year next following the passage of this amended agreement and continuing for the next succeeding nineteen fiscal years, the Town of Maynard shall pay as additional capital costs the sum of \$83,000 to the district in each such fiscal year, as partial reimbursement to the original member towns of Acton and Boxborough for their payments of capital costs on account of the regional junior high school and the regional high school.. The committee shall annually apply the amount of such payment to reduce the respective shares of capital and operating costs apportioned to the towns of Acton and Boxborough as follows: 95% to Acton and 5% to Boxborough. For purposes of Section XII, if the Town of Maynard shall withdraw from the district prior to the twenty-second year of its membership, the unpaid balance of such additional capital costs shall be deemed to be part of the town's share of the indebtedness of the district outstanding at the time of its withdrawal.

- G. Each member town shall pay its proportionate share of the construction and operating costs to the district for each fiscal period in not less than four equal installments not later than the first days of September, December, March and June in such fiscal period, or in accordance with a schedule providing for more frequent payments by any member town, as may be agreed upon by the district treasurer and the town treasurers.

SECTION VIII. APPORTIONMENT OF REVENUE

The committee shall annually determine the amount of revenue (other than revenue to be received from the member towns and state school construction reimbursement) to be used by the district to reduce the assessments on the member towns. The amount of such revenue to be received under Chapter 70 of the General Laws shall be apportioned as follows:

- A. To the town of Maynard, an amount equal to the amount of Chapter 70 aid received by Maynard in fiscal year 1992.



- B. To the town of Acton, an amount equal to the sum of (1) the amount of Chapter 70 aid received by Acton in fiscal year 1992 and (2) an amount determined by multiplying the amount of Chapter 70 aid received by the district in fiscal year 1992 by a fraction the numerator of which is the town's pupil enrollment in grades seven through twelve on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined and the denominator of which is the sum of the total pupil enrollment in grades seven through twelve from the towns of Acton and Boxborough, on the same three dates.
- C. To the town of Boxborough, an amount equal to the sum of (1) the amount of Chapter 70 aid received by Boxborough in fiscal year 1992 and (2) an amount determined by multiplying the amount of Chapter 70 aid received by the district in fiscal year 1992 by a fraction the numerator of which is the town's pupil enrollment in grades seven through twelve on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined and the denominator of which is the sum of the total pupil enrollment in grades seven through twelve from the towns of Boxborough and Acton, on the same three dates.

Any revenue which the committee determines is to be received and used in any fiscal year to reduce the assessments on the member towns in addition to that apportioned as aforesaid shall be apportioned to the three member towns in the same manner as is provided in Section VII E above; provided that if the committee shall determine for any fiscal year that the amount of revenue under Chapter 70 of the General Laws to be received and apportioned to the member towns is less than the amount determined under subsections A, B and C above, the amount of such revenue to be apportioned to the member towns for that fiscal year shall be prorated among the member towns, on the basis of the ratio which the respective amounts determined under those paragraphs bears to the total amount of revenue to be apportioned. State school construction reimbursements shall be allocated for each project on the same basis as the construction cost was apportioned for the project for which the reimbursement is to be received. The amount of revenue apportioned to a member town under this Section VIII shall be deducted from the assessment of costs on that member town.



## SECTION IX. 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.

## SECTION X. AMENDMENTS

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 signed petition bearing the signatures of at least ten per cent of the registered voters of any one of the member towns or by a majority vote of the Committee.

Said petition shall also contain, at the end thereof, a certification by the town clerk of the respective member town as to the number of signatures on the petition which appear to be the names of registered voters from that town; such certification to be prima facia 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 at a town meeting in each of the member towns.

## SECTION XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted under and in accordance with Section X above, any other town or towns may be admitted to the 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 XII. WITHDRAWAL OF MEMBER TOWNS

- A. Any member town may petition to withdraw from the regional school district under terms stipulated in Section X of this agreement provided (1) that the town seeking to withdraw has paid over to the District any operating 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 Subsection XII C.
- B. Said petitioning town shall cease to be a member town if the proposed amendment is approved by majority vote of the Committee and accepted by the petitioning town and each of the other member towns by majority vote at an annual or special town meeting.
- C. 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 having a combined capital and surplus of not less than \$5,000,000.

## SECTION XIII. NOTICE OF DEBT AUTHORIZATION

Notice of debt authorization shall be given in accordance with the provisions of Section 16 (d) of Chapter 71 of the General Laws, as amended, or as the same may be amended.

## SECTION XIV. BUDGET

- A. The Committee shall annually, at least twenty days prior to the date on which the final operating budget is adopted, prepare a tentative operating budget.

Such tentative operating budget shall be approved by a majority of members of the committee from each member town. If the tentative budget is not so approved, all members of the committee shall use their respective best efforts to seek agreement. This budget shall include the amounts necessary to be raised to maintain and operate the regional district schools during the ensuing fiscal period, and the amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. This budget shall be itemized as follows or in such further detail as the Committee may deem advisable:

1. General control
2. Expenses of instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary agencies
6. Outlay
7. Cost of transportation
8. Special charges
9. Miscellaneous

All non-recurring expenditures shall be itemized. 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.

- B. Three copies of said tentative operating budget shall be prepared by the committee in accordance with Subsection XIV (A) and made available to the Finance Committee of each member town promptly.
- C. The committee shall hold a budget hearing annually. Such hearing shall rotate among the towns annually. Thereafter, the Committee shall adopt a final operating budget with such modification in the tentative budget as it deems desirable 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 by the



affirmative vote of at least two-thirds of all the members of the Committee casting at least two-thirds of the total weighted votes.

Within thirty days from the date on which the annual budget is adopted by the Committee, the treasurer of the Committee shall certify to the treasurer of each member town its share of the operating budget and its respective share of construction costs to become due in the ensuing fiscal period.

- D. The annual budget and apportionment of costs shall be submitted to the member towns and take effect in accordance with the applicable provisions of the General Laws until the special law described in Subsection XIV E takes effect.
- E.
  - 1. By their votes approving this amended Agreement, the member towns petition the General Court for the passage of a special law implementing the provisions of paragraph 2 of this subsection XIV E. Upon the passage of such special law, the provisions of paragraph 2 shall be effective with respect to the adoption of the annual budget and apportionment of costs for the first fiscal year commencing in the year following the year in which such special law is passed.
  - 2. Except as hereinafter provided, the annual budget as adopted by a two-thirds vote of the Committee shall require the approval of at least two of the member towns whose combined pupil enrollment in the District schools constitutes a majority of the total pupil enrollment from all the member towns in the District schools. The annual budget so approved shall be apportioned among the member towns and paid in accordance with the terms of this Agreement. For purposes of this paragraph 2, a vote by a member town to appropriate its apportioned share of the annual budget shall constitute its approval of the annual budget.  
In the event that the annual budget initially certified to the member towns is not approved by at least two of the member towns whose combined pupil enrollment in the District schools constitutes a majority of the total pupil enrollment from all the member towns in the District schools, the Committee shall have thirty days to reconsider, amend and resubmit a budget on the basis of the issues raised. The amounts required to be raised on account of the resubmitted budget shall be reapportioned among the member towns by the Committee and a copy of the amended budget shall



be provided, not later than seven days from the date the amended budget was adopted by the Committee, to the chairman of the boards of selectmen, chairman of the finance committees, and treasurers of the member towns. With the approval of the commissioner of education, the Committee may have an additional fifteen days within which to reconsider, amend and reapportion the budget. The respective amounts reapportioned among the member towns by the Committee shall be recertified by the District treasurer to the treasurers of the member towns not later than seven days from the date the amended budget was adopted by the Committee. Prior to the expiration of forty-five days from the date on which such amended budget was adopted by the Committee, each member town shall hold a town meeting to act upon the appropriation of the amount so reapportioned and recertified to it; provided that a member town that has previously voted to appropriate an amount equal to or greater than the amount recertified to it need not hold such a town meeting within such forty-five days. In this event, such town shall be deemed to have voted to appropriate the amounts reapportioned and recertified to it. If at least two of the member towns whose combined pupil enrollments in the District schools constitutes a majority of the total pupil enrollment from all the member towns in the District schools, vote to appropriate the amounts so reapportioned and recertified to them, such budget shall be considered approved and shall be apportioned among the member towns and paid by them in accordance with the terms of the Agreement. If the budget as reapportioned and recertified is not approved as aforesaid, the Committee shall convene a special district-wide meeting open to all registered voters in the members towns at which the amended budget, proposed by the Committee, shall be considered. Such meeting shall be called pursuant to a warrant, under the hands of at least a majority of the Committee, notice of which shall be given at least fourteen days prior to the date of such meeting. The warrant shall state the time, place and purpose of the meeting and shall be directed to the District secretary, who shall give notice by posting a copy in the town clerk's office and at least two other public places in each member town and who shall further provide notice by publishing a copy of said warrant in at least one newspaper in general circulation within the member towns. The boards of selectmen of the member towns in a joint meeting shall, by a majority vote



of those present, appoint a town moderator or any other person acceptable to the boards of selectmen to act as moderator and the District secretary shall keep the record of such meeting. Approval of the annual district budget shall require the affirmative vote of at least a majority of those present and voting thereon. The annual budget so approved shall be apportioned among the member towns and paid by them in accordance with the terms of this Agreement.

#### SECTION XV. ANNUAL REPORT

The Committee shall on or before December 10 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing a 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 XVI. JURISDICTION

- A. The approval of this amended agreement shall not affect the obligation of the member towns to provide education in all grades in the existing local systems until such time as the committee shall assume jurisdiction over education of the pupils in such grades.
- B. The provisions of this amended agreement shall become fully effective as of July 1, 1991, if prior approval is given at duly called town meetings by the towns of Acton, Boxborough and Maynard and as of July 1, 1991, all pupils attending public schools in the member towns of the district shall be under the jurisdiction of the committee.

#### SECTION XVII. TRANSITION TO REGIONAL SCHOOL DISTRICT JURISDICTION BY MEMBER TOWNS

This amended agreement shall take full effect in accordance with its terms upon the affirmative votes of the towns at town meetings held in each such town and shall thereupon supersede the district agreement executed as of

March 21, 1955 as heretofore amended. The regional district budget for the fiscal year commencing July, 1991 shall consist of the sum of the appropriations made by the member towns for support of the regional district schools, apportioned as provided in Section VII of the regional agreement in effect prior to the adoption of the amended agreement, and the appropriations made for Maynard, grades K-12, Acton, grades K-6, and Boxborough, grades K-6, for such fiscal year including all appropriations made for insurance and for school department employee benefits. All obligations under contracts and agreements binding upon the member towns with respect to schools shall be assumed and carried out by the committee on and after July 1, 1991 to the extent that such obligations would remain in effect on July 1, 1991 and be paid from sums included in the district budget for the fiscal year commencing on that date, provided that, with the consent of the Acton Education Association, the Boxborough Teachers' Association, and the Maynard Teachers' Association, the 1991-92 Acton Education Association, the Boxborough Teachers' Association and the Maynard Education Association agreements shall continue to apply to the existing Acton Education Association, the Boxborough Teachers' Association and the Maynard Education Association bargaining units until June 1992.

#### SECTION XVIII. SEVERABILITY

The provisions of this Agreement are severable, and if any of its provisions shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect or impair the validity of any other provision of this Agreement.



## SECTION I. THE REGIONAL DISTRICT COMMITTEE

### A. POWERS, DUTIES AND COMPOSITION

1. The Committee will consist of twelve members:
  - 5 from Acton
  - 4 from Maynard
  - 3 from Boxboro

The importance of the individual members is that they present their views, and the views of their community, before the Committee as a whole. Even though a community may have a numerical minority on the Committee, the combined "voices" in deliberation will often carry more weight than their numerical vote.

2. A quorum needed to conduct business is constituted by both:
  - a majority number of members of the Committee, AND
  - at least one member from each community

Normally, a majority of a committee is needed to constitute a quorum for the purpose of conducting business. Here, a further protection is added by requiring that at least one member from each community be present. Thus, no business could be conducted without at least one member present from Maynard.

3. The Committee has the powers and duties as set forth in Mass General Laws, Chapter 71, Section 16 to 16I. This defines and limits the powers of the Committee to conform with state law regarding regional schools.

4. Each year, after the last election in each town, the Committee will elect a chairman and vice-chairman from among the Committee members. The chairmanship will rotate among each community in turn, so that no one community will be seen as having undue control.

The Committee will also appoint a secretary and treasurer, who do not need to be members of the Committee. The Committee may appoint any other officers as it deems advisable. The Committee will define the duties of its officers, and determine the terms of office.

Every regular Committee meeting will be rotated among the three towns on a regular basis, to provide greater opportunity for community input.

### B. INTERIM COMMITTEE

An interim Committee will be made up of the members currently on the school committees in each community, as well as the current Regional School District Committee. Those members will remain until their current terms expire.

As required by state law, each member's vote will be weighted according to the ratio of population that town holds to the total. See Subsection I-D below, for a examples of how the voting weights are determined. For the interim committee, the same formula would hold, but the numbers of total members and numbers from each town would be different.

### C. ELECTED MEMBERS

This section sets out how Committee members will be elected, and the intervals between elections. Each member will be elected for a term of three years, according to the following schedule:

	<u>1992</u>	<u>1993</u>	<u>1994</u>
Acton	1	2	2
Maynard	2	1	1
Boxboro	1	1	1

The same sequence would be followed in the subsequent years.

### D. VOTING

As required by state law, each member's vote will be weighted according to the ratio of population that town holds to the total. The following formula sets out how the weighted vote of each town and each member is determined:

1. Divide the current population of each town by total population of all three towns.

total population = 31540

Acton	17,872 / 31,540	=	.5666
Maynard	10,325 / 31,540	=	.3274
Boxboro	3,343 / 31,540	=	.1062

28,197

.6338

.3662

2. Multiply that by the total number of members on the Committee for that year.

Acton	.5666	X	12 members	=	6.7992 votes
Maynard	.3274	X	12 members	=	3.9288 votes
Boxboro	.1062	X	12 members	=	1.2744 votes

5,7042 Acton  
3,2958 Maynard

3. Divide that number by the number of members a town is entitled to for that year.

Acton	6.7992 / 5	=	1.3598 weighted vote per member
Maynard	3.9288 / 4	=	.9822 weighted vote per member
Boxboro	1.2744 / 3	=	.4248 weighted vote per member

4. The result is the weighted vote of each member.

1.141 Acton

.824 Maynard

### E. VACANCY

If a vacancy occurs, the Committee notifies the Selectmen of the town where the vacancy exists, within thirty days. The vacancy is then filled by a joint meeting of the Selectmen and the remaining members of the Committee from that town. The person elected by majority of this joint committee will serve until the next annual town election, at which time a member will be elected to fill any unexpired term.

The wording of this section is from Chapter 41, Section 11 of Mass General Laws, and is how town school committees now fill vacancies.



## SECTION II. TYPE OF REGIONAL SCHOOL DISTRICT

A. This is a unified district comprising all grades from kindergarten through grade 12.

B. The Committee maintains the right to establish and maintain vocational education under Chapter 74 of Mass General Laws.

## SECTION III. PUPILS

A. This section specifies the intent of the Committee to educate elementary children within their own community, with few exceptions. We specifically state that no child in grades kindergarten through grade three, including transition, will be required to attend school outside of the community in which they live. The one exception to this is the case of a special needs student, according to an Individual Educational Plan, and with the parent's approval.

It is also intended that all children in grade four through six will be educated in their communities, except for the following circumstances:

1. In the case of special needs students, under an Individual Education Plan with the parent's approval.
2. By request of the parent to have the child educated in another district school, as long as there is room and the Committee agrees that it is in the best interest of the child.
3. When the Committee feels that there is either overcrowding or underutilization of schools in a grade level in one town. In such case, there are safeguards before any children will be moved. A study committee, made up of the principal, parents, staff, and Committee members, each group including those most directly affected, will conduct a needs assessment of the problem. The superintendant reviews the findings of the study committee and makes a recommendation to the Committee, which then makes a decision.

## SECTION IV. PARENT ADVISORY COMMITTEES

Each school in the town may have appointed a parent advisory committee, which meets with the principal and staff, and may provide input to the Committee about curriculum development, curriculum assessment, principal selection, and any other issues related to the needs of the school.

## SECTION V. EMPLOYMENT OF PERSONNEL AND EXTENSION OF TENURE

For the first year of transition, all local school systems remain in place.

Subsequently, tenured teachers are protected under Chapter 71, Section 42B of Mass General Laws. Further protection is subject to negotiated agreements.

Any staff anywhere in the local or regional systems whose position is eliminated due to consolidation, will be given preferred consideration for similar positions in the regional district, wherever possible.

## SECTION VI. LOCATION OF THE REGIONAL DISTRICT SCHOOLS

### A. REGIONAL DISTRICT JUNIOR HIGH SCHOOL AND SENIOR HIGH SCHOOL

During the first year, 1991/1992, Maynard students will continue to attend Green Meadow, Fowler, and Maynard High. In September 1992, seventh and eighth grades will attend the present Raymond J. Grey Junior High School; students in grades 9-12 will attend the present Acton/Boxboro Regional High School.

Special needs students may have other provisions, according to an Individual Education Plan and approval of parents and Committee.

Children who wish to attend Assabet Valley Vocational School can continue to do so. This agreement in no way affects Maynard's relationship with that school.

### B. LEASE OF THE PRESENT TOWN SCHOOLS

Each town will lease local school buildings, facilities, grounds, equipment, and educational materials presently used, for a nominal fee for a period of 20 years, which may be renewed. These leased facilities are:

Blanchard Memorial School, Boxboro

Luther B. Conant School, Acton

Carolyn T. Douglas School, Acton

Paul P. Gates School, Acton

McCarthy-Towne School, Acton

Florence A. Merriam School, Acton

Maynard High School, Maynard

Green Meadow School, Maynard

The region will pay all costs of maintaining and operating these leased properties, including insurance. The region also has the authority to repair and make minor alterations or improvements. The region has similar authority for major improvements, but only after notification to the local selectmen.

No name changes will be made without approval of both the Committee and the local selectmen.

The Fowler Middle School and the Coolidge School will be returned to town control, since they don't fit the current needs of the region. Coolidge School currently has a 5-year rental agreement from Chapter One Consortium, and should be self-sufficient.

Fowler will present a challenge to the town of Maynard. We strongly recommend, if this agreement is approved, that the town begin immediately to look at the possible uses for this asset. Some in town have presented this situation as a negative; we feel that the opposite is true. The availability of a facility like Fowler is an opportunity for the community to take advantage of a situation that it might not have for some time. With community input, planning, and work, this fine building can continue to be an asset to the community, rather than a liability.

### C. LEASE OF BLANCHARD AUDITORIUM

The region will continue to lease Blanchard Auditorium from the town of Acton, under current agreements.



#### D. NEW FACILITIES AND FACILITY EMERGENCIES

No new school construction can be authorized for an elementary school in any town, unless approval has been given at town meeting in EACH of the towns. This is a safeguard for each community, in that they would all agree to the need for construction of a new school local before it could be built.

In case of emergency--a school becomes damaged or unusable--the Committee can make other arrangements using schools in other towns on a temporary basis.

#### E. REGIONAL ELEMENTARY SCHOOLS

The region must keep at least one elementary school in each town, except in the case of an emergency described above.

### SECTION VII. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

A. Costs are divided into two categories: construction costs, and operating costs.

B. Construction costs are everything necessary to build, furnish, and put the facility in operating condition, including the principal and interest on bonds to finance the construction.

C. Operating costs include those costs not related to construction, including interest on temporary notes in anticipation of construction.

D. Construction costs for facilities for junior and senior high students are apportioned as:

70% to Acton, 25% to Maynard, and 5% to Boxboro.

Construction costs for elementary school facilities are apportioned according to the student population in those grades in each town. This is determined each year by taking the total K-6 enrollment in each town for the last three years, and determining each town's ratio to the total K-6 population. By using a three-year population figure, we try to level out any significant annual fluctuations.

#### E. APPORTIONMENT OF OPERATING COSTS FOR THE REGIONAL DISTRICT SCHOOLS

Operating costs--the costs of running the school system each year--are determined on the basis of student population. The student population in grades K-12 in each town is totaled for the last three years. The apportionment to each town is the ratio that each town's three-year total bears to the regional total for those years.

#### F. APPORTIONMENT OF ADDITIONAL CAPITAL COSTS TO THE TOWN OF MAYNARD

This is the Buy-in provision. Maynard's share of the capital costs of the district (junior/senior high) schools, after depreciation, amounts to \$1.66 million. This would be paid at the rate of \$83,000 per year for twenty years. The buy-in money would go to the towns of Acton and Boxboro (the original owners) at the same ratio they paid for the construction.

G. Each town will pay its share of construction and operating costs in four equal installments in September, December, March, and June.

#### SECTION VIII. APPORTIONMENT OF REVENUE

Each year, the district will determine the amount of revenue to be used to reduce assessments (other than revenue from the towns and state construction reimbursement). It will then apportion it to the communities according to student population as in Section VII-E, above.

A, B, C. This section basically says that Chapter 70 funds ("local aid") will go to the region to reduce the assessment of each of the towns in the same rate that they would have received it as a local community. This is a significant reduction to Maynard's assessment, since Chapter 70 aid is based upon need.

State construction reimbursements are apportioned to communities on the same basis as the construction costs themselves were apportioned.

#### SECTION IX. SCHOOL TRANSPORTATION

School transportation costs are an operating cost, apportioned according to total school populations.

#### SECTION X. AMENDMENTS

The amendment process can be initiated either by a majority vote of the Committee, or by initiative petition of ten percent of the registered voters in any community.

Any proposed amendment must be approved by town meeting vote of EACH town, just as the original agreement was.

No amendment can be made which adversely affects the rights of any bondholders.

#### SECTION XI. ADMISSION OF ADDITIONAL TOWNS

Additional towns may be admitted by adoption of an amendment and subsequent acceptance of the towns involved. The terms of such an agreement would again be worked out between the towns at that time.

#### SECTION XII. WITHDRAWAL OF MEMBER TOWNS

It was not our intent to facilitate the breakup of the district. We are proposing that our three communities form a long-term commitment to our children's education. A withdrawal of any member places a burden on the remaining members in their educational system. However, provisions do exist for withdrawal of any community.

1. A community may petition for withdrawal under the amendment process in Section X, providing that it has paid its operating costs, and that it still remains liable for construction costs which were incurred while it was part of the region.
2. The withdrawal amendment must be approved by EACH town at town meeting, just as the original agreement was approved.
3. Money received by the district for construction costs from a withdrawn town may only be used for that purpose.



### SECTION XIII. NOTICE OF DEBT AUTHORIZATION

This provision states that notice of debt authorization shall be given in accordance with Section 16(d) of Chapter 71 of Mass General Laws.

Section 16(d) is a standard section of the law relating to powers of regional school districts. It provides that the region may vote to incur debt for various types of construction projects. However, the towns do have a safeguard process:

Local selectmen must be notified within seven days of the vote by the region. Within 30 days of the original vote, a town meeting may be held in ANY town for the purpose of expressing disapproval of the amount of debt authorized. If such a town meeting votes against the amount of the debt, the regional Committee must prepare another proposal. If no town meeting turns it down within 30 days, the region may incur debt.

Having explained all that, however, we will also tell you that the Acton/Boxboro district has never used those powers; they have always gone to regular town meetings for approval of debt authorization.

#### SECTION XIV. BUDGET

The budget process is a complex process with specific timetable, but with safeguards for communities to provide input and approval.

The process starts with the Committee approving an itemized "tentative operating budget". Before such a tentative budget may be brought out, it must get the approval of a majority of each community's members (3 of 4 from Maynard, plus 3 of 4 from Acton, plus 2 of 3 from Boxboro).

B. Copies of the tentative budget will be sent to the treasurer in each town.

C. An annual budget hearing will be held. The location for this hearing will rotate through the towns to provide greater opportunity for input from the communities.

The Committee can then make any changes due to input from the annual budget hearing. Adoption of a final operating budget. requires both 2/3 of the total Committee members AND 2/3 of the total weighted votes.

Within 30 days, the town treasurers are notified of the final operating budget and each community's share, or assessment.

The following sections D. and E. lay out the process of approval of the budget by the towns. There currently exists, in Chapter 71, Section 16B of Mass General Laws, provisions for combined town meeting in a two-town region, to protect the majority town from minority veto. This section asks for a home-rule petition to allow such protection in a three-town region.

D. This section says that currently applicable state law will hold until such a change (by home-rule petition), outlined below, becomes effective.

E. Approval of the budget requires that two of the towns with the majority of the the student population (Acton/Maynard or Acton/Boxboro) must approve the budget. If it is so passed, then the assessments are approved for all towns.

If the budget is not approved by two towns with a majority of the student population, then the Committee may reconsider, amend and resubmit the budget to the towns. The towns will hold special town meetings to approve the budget (except that, if a town has already approved the budget, it need not hold another town meeting for this purpose).

If the budget still is not approved by two towns with a majority of the student population, then the Committee can call a meeting of all registered voters from the three towns. A simple majority of eligible voters present at this combined meeting will be sufficient to approve the budget.



Concern has been raised by some that this process will give undue control to Acton, the majority community. The committee would like to share some of our thoughts on this matter:

1. Acton, with 63% of the student population (and paying 63% of the operating costs), feels that they need protection from a minority veto.
2. Maynard and Boxboro (with 26% and 11% of the student populations) feel they need their concerns to be heard and to have some power in this process.
3. This process provides safeguards for both the majority and minority communities. The majority community, Acton, is reassured that the minority towns, by themselves, cannot veto the budget. The minority communities, Maynard and Boxboro, can be reassured that, by their negative vote, their concerns will be heard.
4. In theory, Acton can control a three-town meeting since it makes up 57% of the electorate from the three towns (according to November 1990 registrations). In practice, however, not all voters will vote by town. There will be minorities in each community who will vote differently. It is not unlikely that the majorities in Maynard and Boxboro, voting against the budget, would combine with the minority in Acton, and even the playing field. Thus, we felt that this gave enough assurance to Boxboro and Maynard that they could, in fact, carry the vote if it came to a three-town meeting.

#### SECTION XVI. JURISDICTION

A. The local towns would continue to control local education between the town meeting approval and July 1, 1991.

B. If the agreement is approved by all three towns, the district would assume jurisdiction as of July 1, 1991. Again, K-6 would generally remain in each of the towns; grades 7-12 would go to the regional district schools in Acton.

#### SECTION XVII. TRANSITION TO REGIONAL SCHOOL DISTRICT JURISDICTION BY MEMBER TOWNS

For the first year, 1991/1992, the district budget will consist of the sum appropriations voted by each town for its own school system, plus the A/B regional budget.

All contracts and agreements with local school committees in effect on July 1, 1991, will continue in effect with the regional Committee.

Education Association contracts with the various towns would remain in effect until the following June 1992. During the transition year, negotiations would be conducted for a new district education association.

#### SECTION XVIII. SEVERABILITY.

This is a standard clause which says that if one part is found invalid, that the remainder of the agreement still holds.

## ALTERNATIVE AGREEMENTS

The following two agreements make up the alternative, in the case that Boxboro turns down the K-12 agreement. Such an alternative would give a K-12 region among Maynard, Acton, and Boxboro, but in a two-part process:

1. Acton/Maynard K-6
2. Acton/Maynard/Boxboro 7-12

This alternative must be seen in the context of providing the full regional benefits and involving the same three communities. They are intended to be paired agreements and not separate ones.



# MAYNARD, ACTON K-6

April 25, 1991

## REGIONAL AGREEMENT

BETWEEN THE TOWNS OF ACTON, and MAYNARD, MASSACHUSETTS  
WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT

### SECTION I. THE REGIONAL DISTRICT COMMITTEE

#### A. POWERS, DUTIES AND COMPOSITION

1. The Regional District School Committee, hereinafter referred to as the "Committee", shall consist of nine members, five from the Town of Acton, and four from the Town of Maynard.
2. A majority of the members of the Committee, which majority shall include at least one member from each member town, shall constitute a quorum for the transaction of business.
3. The Committee shall have all the powers and duties conferred and imposed upon it by this agreement, and such additional powers and duties as are specified in Section 16 to 16 I, inclusive, of Chapter 71 of the General Laws, any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any applicable special law.
4. 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 and vice-chairman from its own number, and by appointing a secretary and a treasurer who may be the same person, but who need not be members of the Committee, provided that the chairman so chosen shall be from each community in rotation, rotating on a regular basis. The Committee shall determine the terms of office and define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable. Provisions shall be made for regular and special meetings, provided that the location of every third regular meeting shall be held in Maynard.

B. INTERIM COMMITTEE

Members of the school committees of each town shall serve as members of the Committee until their terms expire. Each member's vote shall be weighted in the following manner. The current population of each town shall be divided by the total population of both towns, then multiplied by the total of eligible members of the school committee for that year. The resulting number is then divided by the number of members that that town is entitled to on the school committee for that year. For purposes of this subsection, population of the member towns shall be based on the most recently reported decennial federal census of population and shall be revised as of the date of the organization meeting of the Committee next following the official publication by the United States Bureau of the Census of its report of each such decennial census of population.

C. ELECTED MEMBERS

At the annual town elections in 1992, and every third year thereafter, the Town of Acton shall elect one (1) member of the Committee from the Town of Acton, and the Town of Maynard shall elect two (2) members of the Committee from the Town of Maynard. At the annual town elections in 1993, and every third year thereafter, the Town of Acton shall elect two (2) members of the Committee from the Town of Acton, and the Town of Maynard shall elect one (1) member of the Committee from the Town of Maynard at the annual town elections in 1994, and every third year thereafter, the Town of Acton shall elect two (2) members of the Committee from the Town of Acton, and the Town of Maynard shall elect one (1) member of the Committee from the Town of Maynard each member so elected shall serve for a term of three years or until a successor is elected and qualified.

D. VOTING

Each member's vote shall be weighted in the following manner. The current population of each town shall be divided by the total population of both towns, then multiplied by nine. The resulting number is then divided by the number of members that that town is entitled to on the school committee. For purposes of this subsection, population of the member towns shall be based



Acton = 17,872 pop = 5,7042 votes = 1,141 per member  
Meynand = 10,325 pop = 3,2958 votes = .824 per member

on the most recently reported decennial federal census of population and shall be revised as of the date of the organization meeting of the Committee next following the official publication by the United States Bureau of the Census of its report of each such decennial census of population.

E. VACANCY

If there is a vacancy on the Committee the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen from the town in which the vacancy occurred, who, with the remaining members of the Committee from that town, acting at a joint meeting, shall fill such vacancy by roll call vote. Such joint meeting shall be called by the chairman of the board of selectmen and notice thereof shall be given to each person entitled to vote and publicly posted in the town clerk's office at least one week before the date set for the meeting. A majority of the selectmen and members entitled to vote shall be necessary to such election. The person so elected shall be a registered voter of that town and shall perform the duties of the Committee member until the next annual town election for that town, at which election a member shall be elected to fill the unexpired term, if any.

SECTION II. TYPE OF REGIONAL DISTRICT SCHOOL

The regional district schools shall comprise all the grades kindergarten through six, inclusive.

SECTION III. PUPILS

- A. Residents of the member towns (grades kindergarten - six) may attend the Regional District Schools under the same regulations as would apply to a local school system.

Notwithstanding any other provision of this Agreement, no child in grades Kindergarten, One, Two, Three, or any transition class below grade four shall be required to attend a school located in a community other than that in which s/he resides except pursuant to her/his parent(s) consent or pursuant to an Individual Education Plan (IEP).

Subject to the provisions of this section, it is intended that all pupils in grade four through grade six in the member towns will receive their education in facilities which are located in the respective towns in which said pupils reside, except for the following:

- (1) In the case of children with special needs, the Committee may provide for other appropriate arrangements based on the individualized educational plan (IEP).
- (2) By request of a parent or guardian to place a student in a facility in the district other than a facility in the town in which the pupil resides, provided the Committee determines that it is prudent and can be accomplished and is in the best interest of the pupil.
- (3) When, in the judgment of the Committee, there is either overcrowding or underutilization of facilities within a grade level at the schools located in one of the member towns, subject to the following conditions:
  - (a) Any pupil who is to be transferred to a school outside his or her town of residence shall have equal opportunity for placement in the school or schools of the other town with that of pupils who reside in the other town.
  - (b) Before any pupils are transferred to a school located in a town other than the town in which they reside, the principal of each school building in which the Committee has determined there is overcrowding or underutilization of facilities in one or more grades shall appoint and convene a study committee consisting of the principal, two parents of pupils attending the school (one of whom shall be the parent of a pupil in a grade in which there is overcrowding or underutilization of facilities) and two staff members (one of whom shall be the teacher of a class in a grade in which there is overcrowding or underutilization of facilities). In addition, two members of the Committee, one from each member town, shall be appointed by the chairman of the committee and serve as members of such study committee. Each study committee shall prepare and submit to the superintendent of schools a needs assessment report which shall



consider at least the nature and needs of the pupils who would be affected, space requirements, grade levels, projected enrollment trends, fiscal constraints, residence of the pupils who would be affected and any other issues deemed by the study committee to be related to a practical and reasonable good faith effort to maintain class sizes conducive to quality education.

(c) The superintendent of schools shall review the findings and report of each study committee and make a recommendation thereon to the Committee.

(d) The Committee shall take such action as it deems appropriate on the report of each study committee and the recommendation of the superintendent thereon.

- B. Students residing outside the District may attend the Regional District Schools under approval of the Committee and payment of tuition established in accordance with the provisions of the law.

#### SECTION IV. PARENT ADVISORY COMMITTEES

Each regional district school may, at the discretion of the regional school committee members of the town in which that school is located, have a school committee appointed parent advisory committee that meets regularly with the principal, and at least one representative of the teaching staff. This committee may at its discretion provide input to the school committee concerning curriculum development, curriculum assessment, and principal selection. It may submit reports on the school administration and any other issues which are related to the unique needs of the school facility.

#### SECTION V. EMPLOYMENT OF PERSONNEL AND EXTENSION OF TENURE

All school personnel in positions to be superseded by the merger of grades kindergarten through six into a regional school district shall be given preferred consideration for similar positions in the regional school district to the extent that such positions exist therein and to the extent provided in and subject to all the provisions of Section 42B of Chapter 71 of the General Laws as amended.



## SECTION VI. LOCATION OF THE REGIONAL SCHOOL DISTRICT SCHOOLS

### A. LEASE OF THE PRESENT TOWN SCHOOLS

The Town of Acton and the Town of Maynard are each hereby authorized to lease to the regional school district the buildings, facilities, grounds, equipment and educational materials presently used by the member towns for school purposes as hereinafter listed. Each lease shall be for a term of twenty (20) years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in grades kindergarten through six of the district. The leases may contain provisions for extension in accordance with the provisions of Section 14C of Chapter 71 of the General Laws as amended. The Town of Acton and the Town of Maynard shall receive no rental for the leases, except that the lease of the Florence A. Merriam School may provide that rent shall be paid to Acton in amounts not exceeding the net income from rental of all or any portion of that school to non-district persons or organizations. The leases shall contain provisions authorizing the district to repair and make minor improvements or alterations to the buildings or any part thereof. The district shall pay all expenses of maintaining and operating the buildings and keeping them in good repair during the terms of the leases. The Committee shall also be authorized to make major improvements and alterations to town-owned schools, but only after notification of the appropriate member town's board of selectmen. The leases shall provide that the district shall insure at its expense the buildings so leased. The leases shall be entered into and executed on behalf of the town in which a school is located by the board of selectmen of that town, and on behalf of the district by the Committee.

Each town will retain control over the scheduling and use during non-school hours of the K-6 buildings located in its town. During non-school hours, priority in scheduling will be given to school related activities.

Pursuant to the foregoing provisions, the Town of Acton is hereby authorized to lease to the regional school district the premises, facilities and buildings presently known as:



NAME AND LOCATION OF SCHOOL

1. Luther B. Conant School  
80 Taylor Rd., Acton, MA
2. Carolyn T. Douglas School  
21 Elm Street, Acton, MA
3. Paul P. Gates School  
75 Spruce Street, Acton, MA
4. McCarthy-Towne School  
5 Charter Road, Acton, MA
5. Florence A. Merriam School  
15 Charter Road, Acton, MA

Pursuant to the foregoing provisions, the Town of Maynard is hereby authorized to lease to the regional school district the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Maynard High School  
Great Road, Maynard, MA
2. Green Meadow School  
Great Road, Maynard, MA

Each lease shall provide that the name of the leased school shall not be changed without the approval of the Committee members and the selectmen of the lessor town.

B. NEW FACILITIES AND FACILITY EMERGENCIES

Any new school facility constructed for the purpose of accommodating pupils primarily from a particular member town shall be located in such town, provided that no such new facility shall be constructed unless such construction has been approved by a majority of the voters present and voting at a town meeting in each town. Further, if a school described in Subsection VI A should become unusable because of damage or any other cause, the Committee may vote to use a school in the other towns on a temporary emergency basis until facilities become available in the town of residence of the pupils.

C. REGIONAL ELEMENTARY SCHOOLS

The district shall at all times maintain at least one elementary school in each member town, except in the case of a facility emergency as described in Subsection VI B.

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

- A. For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: construction costs and operating costs.
- B. Construction costs shall include cost of site, cost of building construction and original equipment and furnishings, cost of plans, architect's fees, consultant's fees, cost of grading, cost of any subsequent capital acquisitions or improvements, and any other costs which may be incurred to put the building and premises in operating condition, and also the payment of principal of and interest on bonds or other obligations issued by the regional school district to finance construction costs.
- C. Operating costs shall include all costs not included in construction costs as defined in Subsection VII B, but including interest on temporary notes issued by the District in anticipation of revenue.
- D. Payment of construction costs authorized pursuant to Subsection VI B on or after July 1, 1991 for each school used for grades kindergarten through six, including schools leased from the member towns, shall be apportioned to the member towns on the basis of their respective pupil enrollments in kindergarten through grade 6. Each member town's share for each fiscal year following shall be determined by computing to the nearest one-tenth of one percent the ratio which that town's pupil enrollment in grades kindergarten through 6 on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns in kindergarten through grade 6 on the same three dates.



E. APPORTIONMENT OF OPERATING COSTS FOR THE REGIONAL DISTRICT SCHOOLS

Operating costs for the regional district schools for the second fiscal year next following the passage of this amended agreement and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional district schools. Each member town's share for each fiscal year following shall be determined by computing to the nearest one-tenth of one percent the ratio which that town's pupil enrollment in grades kindergarten through six on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns of the regional district schools on the same three dates.

- F. Each member town shall pay its proportionate share of the construction and operating costs to the district for each fiscal period in not less than four equal installments not later than the first days of September, December, March and June in such fiscal period, or in accordance with a schedule providing for more frequent payments by any member town, as may be agreed upon by the district treasurer and the town treasurers.

SECTION VIII. APPORTIONMENT OF REVENUE

The Committee shall annually determine the amount of revenue (other than revenue to be received from the member towns and state school construction reimbursement) to be used by the district to reduce the assessments on the member towns. The amount of such revenue to be received under Chapter 70 of the General Laws shall be apportioned as follows:

- A. To the Town of Maynard, an amount determined by multiplying the amount of Chapter 70 aid received by the Town of Maynard in fiscal year 1992 by a fraction the numerator of which is the pupil enrollment in grades kindergarten through six from the Town of Maynard on October 1 of the fiscal years preceding the fiscal year for which the apportionment is determined and the denominator of which is the total pupil enrollment in grades kindergarten through twelve from the Town of Maynard, on the same date.



- B. To the Town of Acton, an amount equal to the the amount of Chapter 70 aid received by Acton in fiscal year 1992 .

Any revenue which the Committee determines is to be received and used in any fiscal year to reduce the assessments on the member towns in addition to that apportioned as aforesaid shall be apportioned to the three member towns in the same manner as is provided in Section VII E above; provided that if the Committee shall determine for any fiscal year that the amount of revenue to be received under Chapter 70 of the General Laws and apportioned to the member towns is less than the amount determined under Subsections A and B above, the amount of such revenue to be apportioned to the member towns for that fiscal year shall be prorated between the member towns, on the basis of the ratio which the respective amounts determined under those paragraphs bears to the total amount of revenue to be apportioned. State school construction reimbursements shall be allocated for each project on the same basis as the construction cost was apportioned for the project for which the reimbursement is to be received. The amount of revenue apportioned to a member town under this Section VIII shall be deducted from the assessment of costs on that member town.

## SECTION IX. 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.

## SECTION X. AMENDMENTS

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 signed petition bearing the signatures of at least ten per cent of the registered voters of any one of the member towns or by a majority vote of the Committee.



Said petition shall also contain, at the end thereof, a certification by the town clerk of the respective member town as to the number of signatures on the petition which appear to be the 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 at a town meeting in each of the member towns.

#### SECTION XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted under and in accordance with Section X above, any other town or towns may be admitted to the 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 XII. WITHDRAWAL OF MEMBER TOWNS

- A. Any member town may petition to withdraw from the regional school district under terms stipulated in Section X of this agreement provided (1) that the town seeking to withdraw has paid over to the District any operating 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 Subsection XII C.



- B. Said petitioning town shall cease to be a member town if the proposed amendment is approved by majority vote of the Committee and accepted by the petitioning town and each of the other member towns by majority vote at an annual or special town meeting.
- C. 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 having a combined capital and surplus of not less than \$5,000,000.

### SECTION XIII. NOTICE OF DEBT AUTHORIZATION

Notice of debt authorization shall be given in accordance with the provisions of Section 16 (d) of Chapter 71 of the General Laws, as amended, or as the same may be amended.

### SECTION XIV. BUDGET

- A. The Committee shall annually, at least twenty days prior to the date on which the final operating budget is adopted, prepare a tentative operating budget. Such tentative operating budget shall be approved by a majority of members of the Committee from each member town. If the tentative budget is not so approved, all members of the committee shall use their respective best efforts to seek agreement. This budget shall include the amounts necessary to be raised to maintain and operate the regional district schools during the ensuing fiscal period, and the amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. This budget shall be itemized as follows or in such further detail as the Committee may deem advisable:

1. General control
2. Expenses of instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary agencies



6. Outlay
7. Cost of transportation
8. Special charges
9. Miscellaneous

All non-recurring expenditures shall be itemized. 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.

- B. Two copies of said tentative operating budget shall be prepared by the Committee in accordance with Subsection XIV (A) and made available to the Finance Committee of each member town promptly.
- C. The Committee shall hold a budget hearing annually. such hearing shall rotate among the towns annually. Thereafter, the Committee shall adopt a final operating budget with such modification in the tentative budget as it deems desirable 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 by the affirmative vote of at least two-thirds of all the members of the Committee casting at least two-thirds of the total weighted votes.

Within thirty days from the date on which the annual budget is adopted by the Committee, the treasurer of the Committee shall certify to the treasurer of each member town its share of the operating budget and its respective share of construction costs to become due in the ensuing fiscal period.

- D. The annual budget and apportionment of costs shall be submitted to the member towns and take effect in accordance with the applicable provisions of the General Laws.

## SECTION XV. ANNUAL REPORT

The Committee shall on or before July 10 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing a 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 XVI. JURISDICTION

- A. The approval of this amended agreement shall not affect the obligation of the member towns to provide education in all grades in the existing local systems until such time as the committee shall assume jurisdiction over education of the pupils in such grades.
- B. The provisions of this amended agreement shall become fully effective as of July 1, 1991, if prior approval is given at duly called town meetings by the towns of Acton, and Maynard and as of July 1, 1991, all pupils attending public schools in the member towns of the district shall be under the jurisdiction of the Committee

#### SECTION XVII. TRANSITION TO REGIONAL SCHOOL DISTRICT JURISDICTION BY MEMBER TOWNS.

This amended agreement shall take full effect in accordance with its terms upon the affirmative votes of the towns at town meetings held in each such town. The regional district budget for the fiscal year commencing July 1, 1991, shall consist of the sum of the appropriations made for the member towns for elementary schools in the member towns for such fiscal year including all appropriations made for insurance and for school department employee benefits. All obligations under contracts and agreements binding upon the member towns with respect to schools shall be assumed and carried out by the Committee on and after July 1, 1991, to the extent that such obligations would remain in effect on July 1, 1991 and be paid from sums included in the district budget for the fiscal year commencing on that date, provided that, with the consent of the Acton Education Association, and the Maynard Teachers' Association agreement, the 1991-92 Acton Education Association and the Maynard Education Association agreements shall continue to apply to the



existing Acton Education Association and the Maynard Education Association bargaining units until June 1992.

#### SECTION XVIII. SAVINGS CLAUSE

If any provision of this Agreement is found to be illegal by a court of competent jurisdiction, then it shall be deemed null and void and the remaining sections shall be continued in full force and effect.

**AMENDED AGREEMENT****AMONG THE TOWNS OF ACTON, BOXBOROUGH and MAYNARD, MASSACHUSETTS  
WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

The AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the member towns of Acton and Boxborough, is hereby amended in its entirety to add the Town of Maynard as a member town and to read as hereinafter set forth. In consideration of the mutual promises herein contained, IT IS HEREBY AGREED as follows:

**SECTION I. THE REGIONAL DISTRICT COMMITTEE****A. POWERS, DUTIES AND COMPOSITION**

1. The Regional District School Committee, hereinafter referred to as the "Committee", shall consist of twelve members, five from the Town of Acton, three from the Town of Boxborough and four from the Town of Maynard.
2. A majority of the members of the Committee, which majority shall include at least one member from each member town, shall constitute a quorum for the transaction of business.
3. The Committee shall have all the powers and duties conferred and imposed upon it by this Agreement, and such additional powers and duties as are specified in Section 16 to 16 I, inclusive, of Chapter 71 of the General Laws, any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any applicable special law.
4. 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 and vice-chairman from its own number, and by appointing a secretary and a treasurer who may be the same person, but who need not be members of the Committee, provided that the chairman so chosen shall



be from each member town in rotation, rotating among the three towns on a regular basis. The Committee shall determine the terms of office and define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable. Provisions shall be made for regular and special meetings, provided that the location of every regular meeting shall be rotated among the three towns on a regular basis.

B. INTERIM COMMITTEE

Members of the school committee of Maynard and the members from Acton and Boxborough serving on the Acton-Boxborough Regional School Committee shall serve as members of the committee until their terms expire. Each member's vote shall be weighted in the following manner. The current population of each town shall be divided by the total population of all three towns, then multiplied by the total of eligible members of the school committee for that year. The resulting number is then divided by the number of members that that town is entitled to on the school committee for that year. For purposes of this subsection, population of the member towns shall be based on the most recently reported decennial federal census of population and shall be revised as of the date of the organization meeting of the committee next following the official publication by the United States Bureau of the Census of its report of each such decennial census of population.

C. ELECTED MEMBERS

At the annual town elections in 1992, and every third year thereafter, the Town of Acton shall elect one (1) member of the committee from the Town of Acton, the Town of Boxborough shall elect one (1) member of the committee from the Town of Boxborough and the Town of Maynard shall elect two (2) members of the committee from the Town of Maynard. At the annual town elections in 1993, and every third year thereafter, the Town of Acton shall elect two (2) members of the committee from the Town of Acton, the Town of Boxborough shall elect one (1) member of the committee from the Town of Boxborough and the Town of Maynard shall elect one (1) member of the committee from the Town of Maynard. At the annual town elections in 1994, and every third year thereafter, the Town of Acton shall elect two (2) members of the committee from the Town of Acton, the Town of Boxborough shall elect one (1) member of the committee from the Town of Boxborough and the Town of Maynard shall elect one (1) member of the committee from the Town of Maynard. Each member so elected shall serve for a term of three years or until a successor is elected and qualified.



D. VOTING

Each member's vote shall be weighted in the following manner. The current population of each town shall be divided by the total population of all three towns, then multiplied by 12. The resulting number is then divided by the number of members that that town is entitled to on the school committee. For purposes of this subsection, population of the member towns shall be based on the most recently reported decennial federal census of population and shall be revised as of the date of the organization meeting of the committee next following the official publication by the United States Bureau of the Census of its report of each such decennial census of population.

E. VACANCY

If there is a vacancy on the committee the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen from the town in which the vacancy occurred, who, with the remaining members of the committee from that town, acting at a joint meeting, shall fill such vacancy by roll call vote. Such joint meeting shall be called by the chairman of the board of selectmen and notice thereof shall be given to each person entitled to vote and publicly posted in the town clerk's office at least one week before the date set for the meeting. A majority of the selectmen and members entitled to vote shall be necessary to such election. The person so elected shall be a registered voter of that town and shall perform the duties of the committee member until the next annual town election for that town, at which election a member shall be elected to fill the unexpired term, if any.

SECTION II. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The regional district schools shall comprise all the grades 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 III. PUPILS

- A. Residents of the member towns (grades 7 -12) 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 under approval of the Committee and payment of tuition established in accordance with the provisions of the law.
- C. Students wishing to attend vocational schools may do so in the manner provided by law.

### SECTION IV. EMPLOYMENT OF PERSONNEL AND EXTENSION OF TENURE

All school personnel in positions to be superseded by the inclusion of Maynard in the regional school district shall be given preferred consideration for similar positions in the regional school district to the extent that such positions exist therein and to the extent provided in and subject to all the provisions of Section 42B of Chapter 71 of the General Laws as amended.

### SECTION V. LOCATION OF THE REGIONAL SCHOOL DISTRICT SCHOOLS

#### A. Regional District Junior High School and Senior High School

After the first year of regionalization, during which Maynard 7-12 students will continue to attend their current schools, pupils in grades seven through twelve shall attend the regional district junior high school and senior high school located within the district in the Town of Acton, the present Raymond J. Grey Junior High School and Acton-Boxborough Regional High School, except: (1) in the case of children with special needs, the committee may provide for other appropriate arrangements based on the individualized educational plan (IEP), (2) students wishing to attend vocational schools may do so in the manner provided by law.

B. Lease of Blanchard Auditorium

The existing lease from the town of Acton to the district of the Blanchard Auditorium is hereby acknowledged and shall continue in accordance with its terms.

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

- A. For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: construction costs and operating costs.
- B. Construction costs shall include cost of site, cost of building construction and original equipment and furnishings, cost of plans, architect's fees, consultant's fees, cost of grading, cost of any subsequent capital acquisitions or improvements, and any other costs which may be incurred to put the building and premises in operating condition, and also the payment of principal of and interest on bonds or other obligations issued by the regional school district to finance construction costs.
- C. Operating costs shall include all costs not included in construction cost as defined in Subsection VII B, but including interest on temporary notes issued by the District in anticipation of revenue.
- D. Payment of construction costs for schools accommodating pupils in grades seven through twelve shall be apportioned among the member towns as follows:
- |       |     |            |    |         |     |
|-------|-----|------------|----|---------|-----|
| Acton | 70% | Boxborough | 5% | Maynard | 25% |
|-------|-----|------------|----|---------|-----|
- E. Apportionment of Operating Costs for the Regional District Schools

Operating costs for the regional district schools for the second fiscal year next following the passage of this amended agreement and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional district schools. Each member town's share for each fiscal year following shall be determined by computing



to the nearest one-tenth of one percent the ratio which the sum of that town's pupil enrollment in grades seven through twelve on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined bears to the sum of the total pupil enrollment from all the member towns of the regional district schools on the same three dates.

F. APPORTIONMENT OF ADDITIONAL CAPITAL COSTS TO THE TOWN OF MAYNARD

In addition to the capital and operating costs apportioned to the member towns in accordance with the foregoing provisions of this Section VII, for the second fiscal year next following the passage of this amended agreement and continuing for the next succeeding nineteen fiscal years, the Town of Maynard shall pay as additional capital costs the sum of \$83,000 to the district in each such fiscal year, as partial reimbursement to the original member towns of Acton and Boxborough for their payments of capital costs on account of the regional junior high school and the regional high school.. The committee shall annually apply the amount of such payment to reduce the respective shares of capital and operating costs apportioned to the towns of Acton and Boxborough as follows: 95% to Acton and 5% to Boxborough. For purposes of Section XII, if the Town of Maynard shall withdraw from the district prior to the twenty-second year of its membership, the unpaid balance of such additional capital costs shall be deemed to be part of the town's share of the indebtedness of the district outstanding at the time of its withdrawal.

- G. Each member town shall pay its proportionate share of the construction and operating costs to the district for each fiscal period in not less than four equal installments not later than the first days of September, December, March and June in such fiscal period, or in accordance with a schedule providing for more frequent payments by any member town, as may be agreed upon by the district treasurer and the town treasurers.

## SECTION VII. APPORTIONMENT OF REVENUE

The committee shall annually determine the amount of revenue (other than revenue to be received from the member towns and state school construction reimbursement) to be used by the district to reduce the assessments on the member



towns. The amount of such revenue to be received under Chapter 70 of the General Laws shall be apportioned as follows:

- a. To the Town of Maynard, an amount determined by multiplying the amount of Chapter 70 aid received by the Town of Maynard in fiscal year 1992 by a fraction, the numerator of which is the pupil enrollment in grades seven through twelve from the Town of Maynard on October 1 of the fiscal year preceding the fiscal year for which the apportionment is determined and the denominator of which is the total pupil enrollment from the Town of Maynard, on the same date.
- b. To the Town of Acton, an amount determined by multiplying the amount of Chapter 70 aid received by the district in fiscal year 1992 by a fraction, the numerator of which is the town's pupil enrollment in grades seven through twelve on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined and the denominator of which is the sum of the total pupil enrollment in grades seven through twelve from the towns of Acton and Boxborough, on the same three dates.
- c. To the Town of Boxborough, an amount determined by multiplying the amount of Chapter 70 aid received by the district in fiscal year 1992 by a fraction, the numerator of which is the town's pupil enrollment in grades seven through twelve on October 1 of the three fiscal years preceding the fiscal year for which the apportionment is determined and the denominator of which is the sum of the total pupil enrollment in grades seven through twelve from the towns of Boxborough and Acton, on the same three dates.

Any revenue which the committee determines is to be received and used in any fiscal year to reduce the assessments on the member towns in addition to that apportioned as aforesaid shall be apportioned to the three member towns in the same manner as is provided in Section VI E above; provided that if the committee shall determine for any fiscal year that the amount of revenue to be received under Chapter 70 of the General Laws and apportioned to the member towns is less than the amount determined under subsections a, b and c above, the amount of such revenue to be apportioned to the member towns for that fiscal year shall be prorated among the member towns, on the basis of the ratio which the respective amounts determined under those paragraphs bears to the total amount of revenue to be apportioned. State school construction reimbursements shall be allocated for each project on the same basis as the construction cost was apportioned for the



project for which the reimbursement is to be received. The amount of revenue apportioned to a member town under this Section VIII shall be deducted from the assessment of costs on that member town.

## SECTION VIII. 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.

## SECTION IX. AMENDMENTS

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 signed petition bearing the signatures of at least ten per cent of the registered voters of any one of the member towns or by a majority vote of the Committee.

Said petition shall also contain, at the end thereof, a certification by the town clerk of the respective member town as to the number of signatures on the petition which appear to be the 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 at a town meeting in each of the member towns.

## SECTION X. ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted under and in accordance with Section X above, any other town or towns may be admitted to the 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 XI. WITHDRAWAL OF MEMBER TOWNS

- A. Any member town may petition to withdraw from the regional school district under terms stipulated in Section X of this agreement provided (1) that the town seeking to withdraw has paid over to the District any operating 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 Subsection XII C.
- B. Said petitioning town shall cease to be a member town if the proposed amendment is approved by majority vote of the Committee and accepted by the petitioning town and each of the other member towns by majority vote at an annual or special town meeting.
- C. 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 having a combined capital and surplus of not less than \$5,000,000.



## SECTION XII. NOTICE OF DEBT AUTHORIZATION

Notice of debt authorization shall be given in accordance with the provisions of Section 16 (d) of Chapter 71 of the General Laws, as amended, or as the same may be amended.

## SECTION XIII. BUDGET

A. The committee shall annually, at least twenty days prior to the date on which the final operating budget is adopted, prepare a tentative operating budget. Such tentative operating budget shall be approved by a majority of members of the committee from each member town. If the tentative budget is not so approved, all members of the committee shall use their respective best efforts to seek agreement. This budget shall include the amounts necessary to be raised to maintain and operate the regional district schools during the ensuing fiscal period, and the amount required for payment of debt and interest incurred by the district which will be due in said fiscal period. This budget shall be itemized as follows or in such further detail as the Committee may deem advisable:

1. General control
2. Expenses of instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary agencies
6. Outlay
7. Cost of transportation
8. Special charges
9. Miscellaneous

All non-recurring expenditures shall be itemized. 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.



- B. Three copies of said tentative operating budget shall be prepared by the committee in accordance with Subsection XIII (A) and made available to the finance committee of each member town promptly.
- C. The committee shall hold a budget hearing annually. such hearing shall rotate among the towns annually..Thereafter, the committee shall adopt a final operating budget with such modification in the tentative budget as it deems desirable 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 by the affirmative vote of at least two-thirds of all the members of the committee casting at least two-thirds of the total weighted votes.

Within thirty days from the date on which the annual budget is adopted by the Committee, the treasurer of the Committee shall certify to the treasurer of each member town its share of the operating budget and its respective share of construction costs to become due in the ensuing fiscal period.

- D. The annual budget and apportionment of costs shall be submitted to the member towns and take effect in accordance with the applicable provisions of the General Laws until the special law described in Subsection XIV E takes effect.
- E.
  - 1. By their votes approving this amended Agreement, the member towns petition the General Court for the passage of a special law implementing the provisions of paragraph 2 of this Subsection XIV E. Upon the passage of such special law, the provisions of paragraph 2 shall be effective with respect to the adoption of the annual budget and apportionment of costs for the first fiscal year commencing in the year following the year in which such special law is passed.
  - 2. Except as hereinafter provided, the annual budget as adopted by a two-thirds vote of the Committee shall require the approval of at least two of the member towns whose combined pupil enrollment in the District schools constitutes a majority of the total pupil enrollment from all the member towns in the District schools. The annual budget so approved



shall be apportioned among the member towns and paid in accordance with the terms of this Agreement. For purposes of this paragraph 2, a vote by a member town to appropriate its apportioned share of the annual budget shall constitute its approval of the annual budget.

In the event that the annual budget initially certified to the member towns is not approved by at least two of the member towns whose combined pupil enrollment in the District schools constitutes a majority of the total pupil enrollment from all the member towns in the District schools, the Committee shall have thirty days to reconsider, amend and resubmit a budget on the basis of the issues raised. The amounts required to be raised on account of the resubmitted budget shall be reapportioned among the member towns by the Committee and a copy of the amended budget shall be provided, not later than seven days from the date the amended budget was adopted by the Committee, to the chairman of the boards of selectmen, chairman of the finance committees, and treasurers of the member towns. With the approval of the commissioner of education, the Committee may have an additional fifteen days within which to reconsider, amend and reapportion the budget.

The respective amounts reapportioned among the member towns by the Committee shall be recertified by the District treasurer to the treasurers of the member towns not later than seven days from the date the amended budget was adopted by the Committee. Prior to the expiration of forty-five days from the date on which such amended budget was adopted by the Committee, each member town shall hold a town meeting to act upon the appropriation of the amount so reapportioned and recertified to it; provided that a member town that has previously voted to appropriate an amount equal to or greater than the amount recertified to it need not hold such a town meeting within such forty-five days. In this event, such town shall be deemed to have voted to appropriate the amounts reapportioned and recertified to it. If at least two of the member towns whose combined pupil enrollments in the District schools constitutes a majority of the total pupil enrollment from all the member towns in the District schools, vote to appropriate the amounts so reapportioned and recertified to them, such budget shall be considered approved and shall be apportioned among the member towns and paid by them in accordance with the terms of the Agreement. If the budget as reapportioned and



recertified is not approved as aforesaid, the Committee shall convene a special district-wide meeting open to all registered voters in the member towns at which the amended budget, proposed by the Committee, shall be considered. Such meeting shall be called pursuant to a warrant, under the hands of at least a majority of the Committee, notice of which shall be given at least fourteen days prior to the date of such meeting. The warrant shall state the time, place and purpose of the meeting and shall be directed to the District secretary, who shall give notice by posting a copy in the town clerk's office and at least two other public places in each member town and who shall further provide notice by publishing a copy of said warrant in at least one newspaper in general circulation within the member towns. The boards of selectmen of the member towns in a joint meeting shall, by a majority vote of those present, appoint a town moderator or any other person acceptable to the boards of selectmen to act as moderator and the District secretary shall keep the record of such meeting. Approval of the annual district budget shall require the affirmative vote of at least a majority of those present and voting thereon. The annual budget so approved shall be apportioned among the member towns and paid by them in accordance with the terms of this Agreement.

#### SECTION XIV. ANNUAL REPORT

The Committee shall on or before December 10 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing a 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 XV. JURISDICTION

- A. The approval of this amended agreement shall not affect the obligation of the member towns to provide education in all grades in the existing local systems until such time as the committee shall assume jurisdiction over education of the pupils in such grades.



- B. The provisions of this amended agreement shall become fully effective as of July 1, 1991, if prior approval is given at duly called town meetings by the towns of Acton, Boxborough and Maynard and as of July 1, 1991, all pupils attending public schools, grades 7-12, in the member towns of the district shall be under the jurisdiction of the committee.

#### SECTION XVI.           TRANSITION TO REGIONAL SCHOOL DISTRICT JURISDICTION BY MEMBER TOWNS

This amended agreement shall take full effect in accordance with its terms upon the affirmative votes of the towns at town meetings held in each such town and shall thereupon supersede the district agreement executed as of March 21, 1955 as heretofore amended. The regional district budget for the fiscal year commencing July, 1991 shall consist of the sum of the appropriations made by the member towns for support of the regional district schools, apportioned as provided in Section VII of the regional agreement in effect prior to the adoption of the amended agreement, and the appropriations made for Maynard, grades 7-12, for such fiscal year including all appropriations made for insurance and for school department employee benefits. All obligations under contracts and agreements binding upon the member towns with respect to schools shall be assumed and carried out by the committee on and after July 1, 1991 to the extent that such obligations would remain in effect on July 1, 1991 and be paid from sums included in the district budget for the fiscal year commencing on that date, provided that, with the consent of the Acton Education Association, the Boxborough Teachers' Association, and the Maynard Teachers Association, the 1991-92 Acton Education Association, the Boxborough Teachers' Association and the Maynard Education Association agreements shall continue to apply to the existing Acton Education Association, the Boxborough Teachers' Association and the Maynard Education Association bargaining units until June 1992.

#### SECTION XVII.       SEVERABILITY

The provisions of this Agreement are severable, and if any of its provisions shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect or impair the validity of any other provision of this Agreement.

LEASE

LEASE made as of \_\_\_\_\_ by and between the TOWN OF \_\_\_\_\_ a municipal corporation in the County of Middlesex and the Commonwealth of Massachusetts ("the Lessor"), and ACTON-BOXBOROUGH-MAYNARD SCHOOL DISTRICT, a body politic and corporate organized under and pursuant to Chapter 71 of the General Laws of the Commonwealth of Massachusetts ("the Lessee").

W I T N E S S E T H:

That in consideration of the terms, covenants, and conditions herein set forth and mutual promises made to each other by the Lessor and the Lessee, and pursuant to the terms of the Amended Agreement between the Towns of Acton, Boxborough and Maynard, Massachusetts With Respect to the Formation of a Regional School District ("the Agreement"), adopted by the Acton-Boxborough-Maynard Regional School District on \_\_\_\_\_ 1991, and approved by the Towns of Acton, Boxborough and Maynard on \_\_\_\_\_ 1991, respectively, the Lessor by these presents does lease, rent, let and demise unto the Lessee, and the Lessee does hereby hire from the Lessor:



- (i) that certain parcel of land in \_\_\_\_\_, Middlesex County, Massachusetts which is the present site of the \_\_\_\_\_ School and is shown as parcel \_\_\_\_\_ on a plan entitled \_\_\_\_\_;
- (ii) the buildings erected or to be erected thereon, together with any improvements or additions which may from time to time be made to those buildings; and
- (iii) all fixtures, appurtenances, furniture and equipment of any kind and nature whatsoever, used or procured for use or in connection with the operation and maintenance of the buildings on said land.

The said land, buildings, fixtures, appurtenances, furniture and equipment are hereinafter collectively called "the demised premises" or "the premises."

TO HAVE AND TO HOLD said premises for a term of \_\_\_\_\_ years commencing on the date first hereinabove written and expiring on \_\_\_\_\_, except as such term may be extended (under Section III(B) of the Agreement) for an additional term not to exceed \_\_\_\_\_ years, or may be terminated upon the withdrawal of the Lessor (under Section VIII or Section IX of the Agreement).

#### EXTENSION, TERMINATION OR WITHDRAWAL

If the Lessee extends the term hereof (as provided in Section III(B) of the Agreement) it shall send to the Lessor by certified or registered mail written notice of such extension at least \_\_\_\_\_ months prior to the effective date thereof. If the Lessor wishes to terminate this lease, such termination shall only be effective upon the withdrawal of the Lessor in accordance with the provisions of Section VIII or Section IX of the Agreement.

#### RENT

Lessee shall pay no rent for the premises, the consideration for this lease being the exchange of mutual promises by the parties hereto. The Lessee does not hereby incur any obligation with respect to payment of the unpaid balance due on the outstanding school bonds of the Lessor.

#### OPERATING COSTS

To the end that this lease shall be net to the Lessor, the Lessee shall pay all charges for the operation, maintenance, repair, improvement, alteration or remodeling of the premises including, without limitation, all charges for water, electricity, heat, insurance, and telephone.



CARE OF PREMISES AND CONSTRUCTION, IMPROVEMENTS OR DEMOLITION

Lessee shall make all repairs required to keep the premises in as good condition and repair as at the commencement of the term, or as they may be put by the Lessee during the term, reasonable wear and tear and damage by fire or other casualty expected, and may also make minor improvements and alterations to the premises or any part thereof. Lessee shall also make any alterations or repairs to the premises as may from time to time be required by law. [Notwithstanding the foregoing, the Lessor may complete the replacement of the (

) located on the premises].<sup>1</sup>

Lessee shall commit no act of waste, and shall, in its use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state and municipal governments, or any of their departments, which may be applicable to the premises, and shall procure all licenses, permits and approvals as may from time to time be required for the premises. Any such improvements which are attached or affixed to the premises shall remain the property of the Lessor upon expiration or termination of this lease or an extension thereof.

<sup>1</sup> Insert appropriate provision in leases for \_\_\_\_\_  
and \_\_\_\_\_ Schools.

Lessee shall give written notice to the Board of Selectmen of the Lessor of any proposed project to make major improvements, alterations, additions or capital expenditures with respect to any building on the premises or to make any other major improvement or capital expenditure with respect to the premises.

Notwithstanding any other provision of this Lease and/or the "Amended Agreement Between the Towns of Acton, Boxborough and Maynard" as most recently amended, the Lessor may make whatever improvements including additions specifically intended to accommodate pupils of its own Town it deems appropriate, provided the Lessor Town pays for the costs of any such improvements and the work does not materially interfere with the educational operation of the Regional School District.

#### INSURANCE

Lessee shall obtain from companies qualified to do business in Massachusetts, keep in force, and pay for insurance in a form acceptable to Lessor, as follows:

- (i) Lessee shall keep insured for the benefit of the Lessor and Lessee, as their interests may appear, all buildings, fixtures, appurtenances, furniture and ancillary equipment on the premises against loss or damage by fire and against other risks covered by an extended coverage endorsement in such amount as may be reasonably requested by the Board of



Selectmen of the Lessor. If the premises or any portion thereof are destroyed by fire or other casualty or are condemned by the Commonwealth of Massachusetts Lessor shall be made a payee on any draft issued in payment for such loss or condemnation. If the parties hereto do not agree upon the disbursement of insurance or condemnation proceeds, then any dispute about such disbursement shall be resolved by an arbitrator selected by the American Arbitration Association.

(ii) Lessee shall, during the term of this lease, maintain for the benefit of Lessor and Lessee, as their interests may appear, comprehensive general liability insurance against all claims for bodily injury, death or property damage which may be claimed to have occurred upon or about the premises or upon or about the adjoining streets, sidewalks and passageways in such amounts as may be reasonably required by Lessor.

Lessee shall furnish Lessor with certificates of insurance reflecting the above coverages and shall require that all carriers give Lessor notice prior to cancellation of any insurance obtained pursuant to this lease.

With respect to any renovations, repairs, additions, or improvements, Lessee shall maintain and, where appropriate, require all contractors and subcontractors to maintain general builder's risk insurance with Lessor and Lessee being named as

insured as their interests may appear, reasonable comprehensive general liability insurance, and workmen's compensation insurance.

#### INDEMNIFICATION

Lessee covenants during the lease term and any extension thereof to defend with counsel first approved by Lessor, save harmless, and indemnify Lessor from any claim or liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings and expenses and costs in connection therewith (including without limitation reasonable counsel fees),

(i) arising from any use made or thing done or occurring on the premises or about the adjoining streets, sidewalks and passageways, or

(ii) resulting from the failure of Lessee to perform and discharge its covenants and obligations under this lease.

#### USE OF PREMISES BY OTHERS

Nothing contained in this lease shall prevent the Lessee from permitting the use of the premises by the Lessor. Without limitation of the foregoing, Lessee shall give to the Lessor priority right to use the premises without charge for meetings of



town boards and committees and events associated therewith and/or approved by the Board of Selectmen or its designee so long as such use does not interfere with the use of the premises for school purposes.

Subject to the foregoing and under the terms and conditions and for the purposes set forth in Massachusetts General Laws c. 71 sec. 71, the Lessee may permit the use of the premises by individuals and associations for such educational, recreational, social, civic, philanthropic and like purposes as it deems for the interest of the community, but the premises shall not be let for profit.

#### ASSIGNMENT

This lease shall not be assigned, mortgaged, pledged, or otherwise transferred by Lessee or assumed by any successor of Lessee without the prior written approval of Lessor's Board of Selectmen.

#### NAME CHANGE

The name of any leased premise shall not be changed without the approval of the Board of Selectmen of the town in which the building is located.

AMENDMENT

This lease may be amended from time to time upon such terms as may be determined by the parties hereto as provided in Section VI(B) of the K-12 Agreement or Section VI(A) of the K-6 Agreement.



IN WITNESS WHEREOF, and in accordance with the authority vested in them by Massachusetts General Laws, Chapter 71, as amended, by Chapter 47 of the Acts of 1975, and by the Agreement, the parties hereto have duly executed this lease as of the day and year first above written.

TOWN OF \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Selectmen

ACTON-BOXBOROUGH-MAYNARD REGIONAL SCHOOL DISTRICT

By: \_\_\_\_\_

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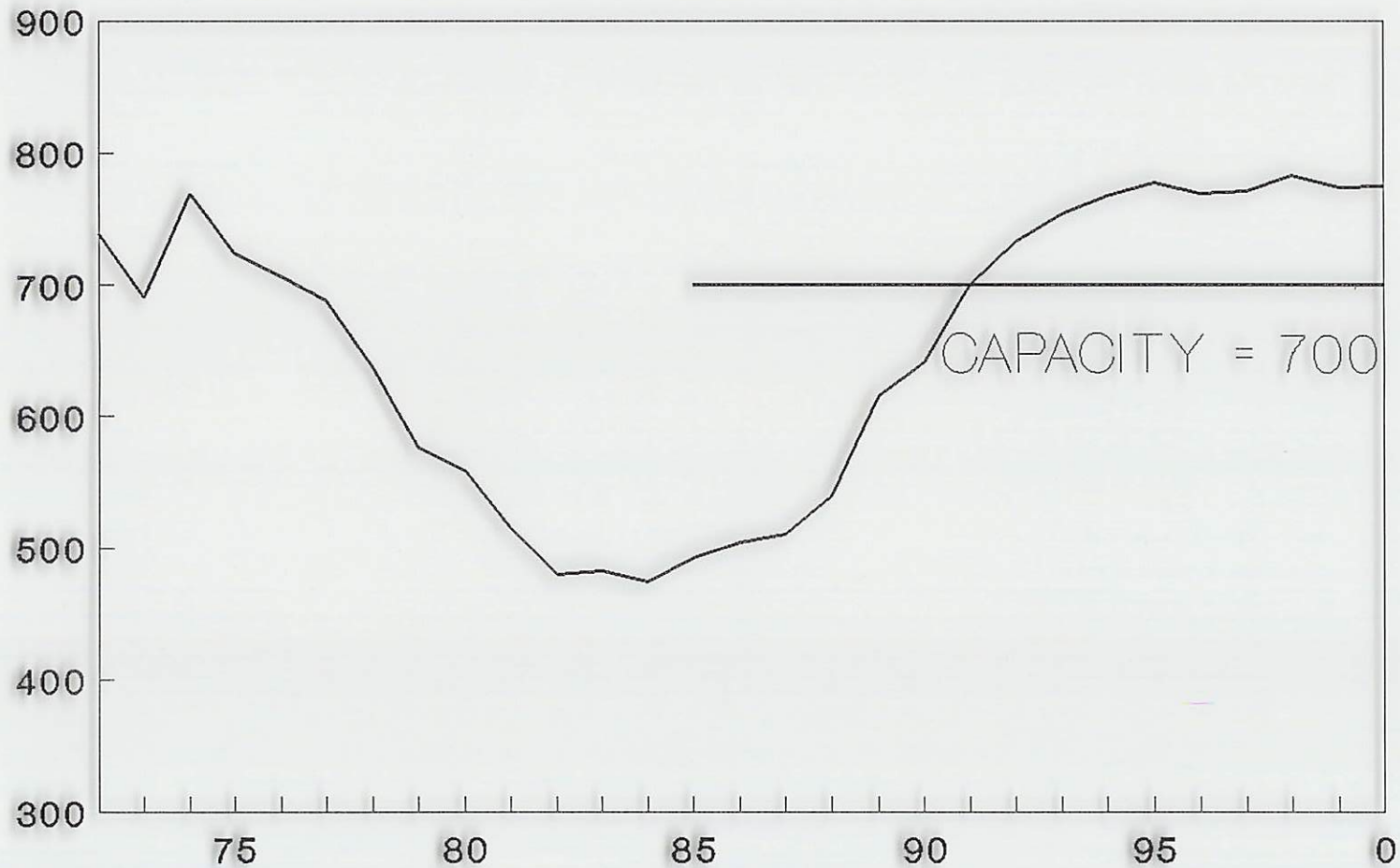
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Regional District School Committee

# Green Meadow Enrollment 1972-2000

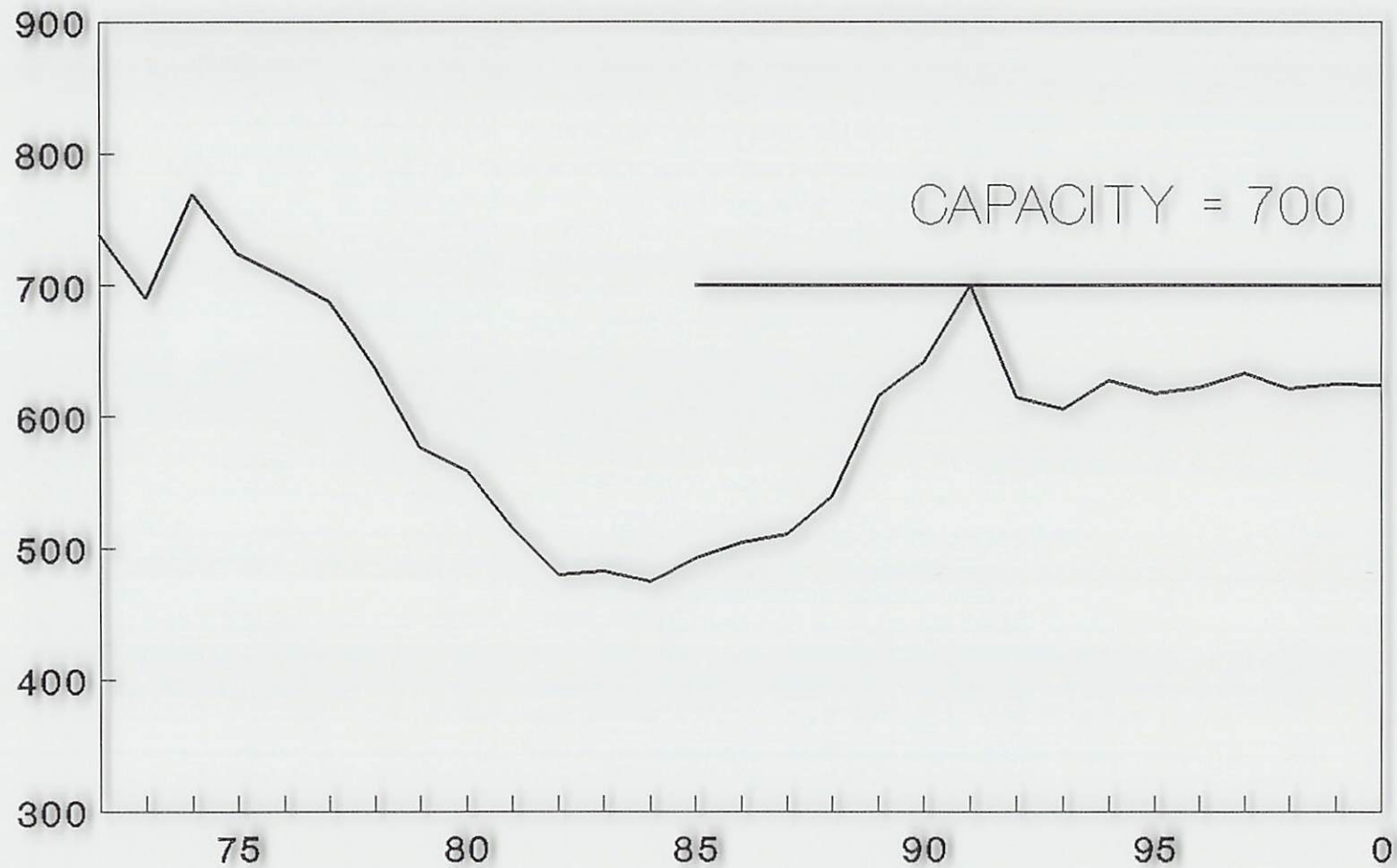
## Grades K-4





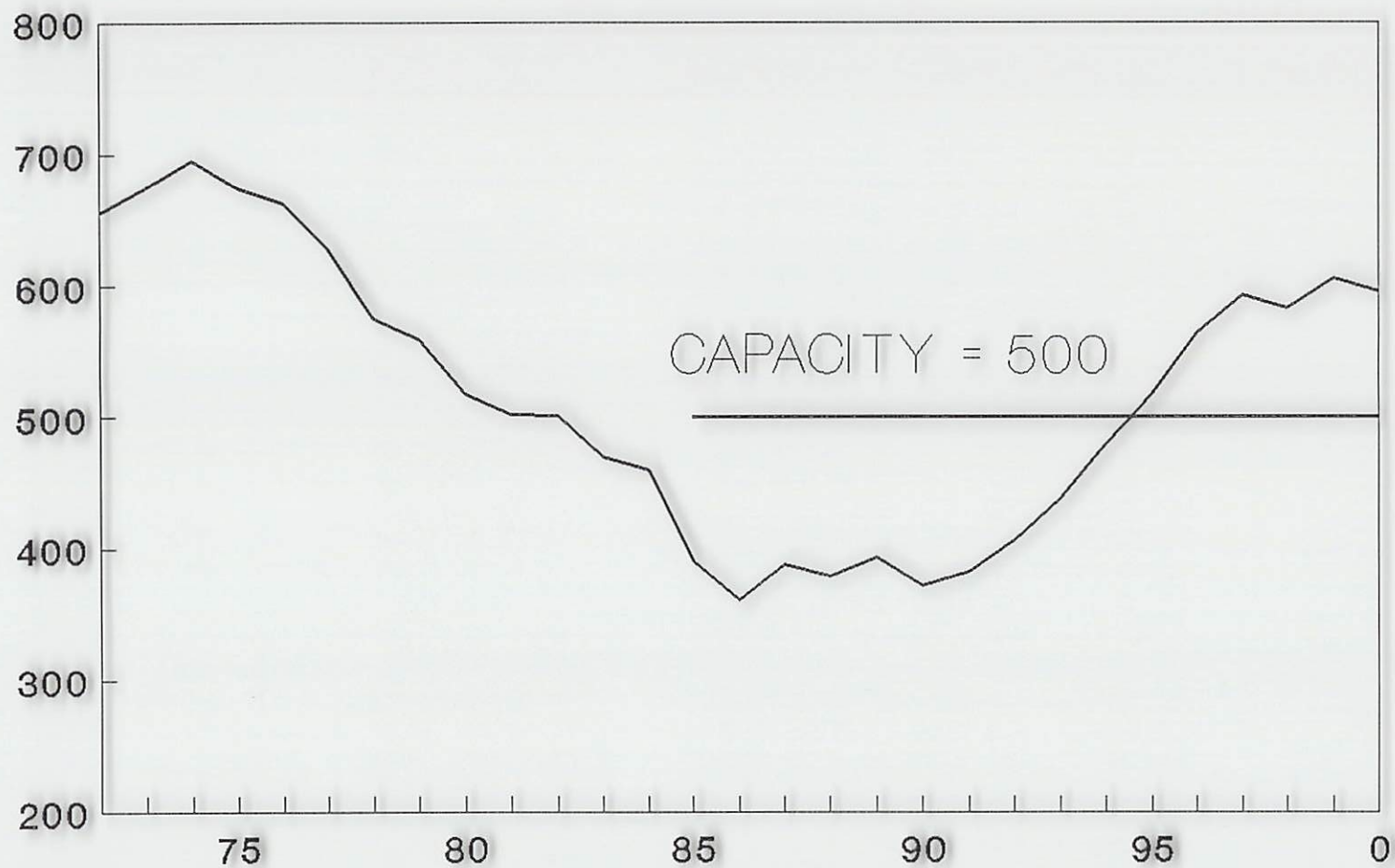
# Green Meadow Enrollment 1972-2000

## K-3 from 1992



# Fowler School Enrollment 1972-2000

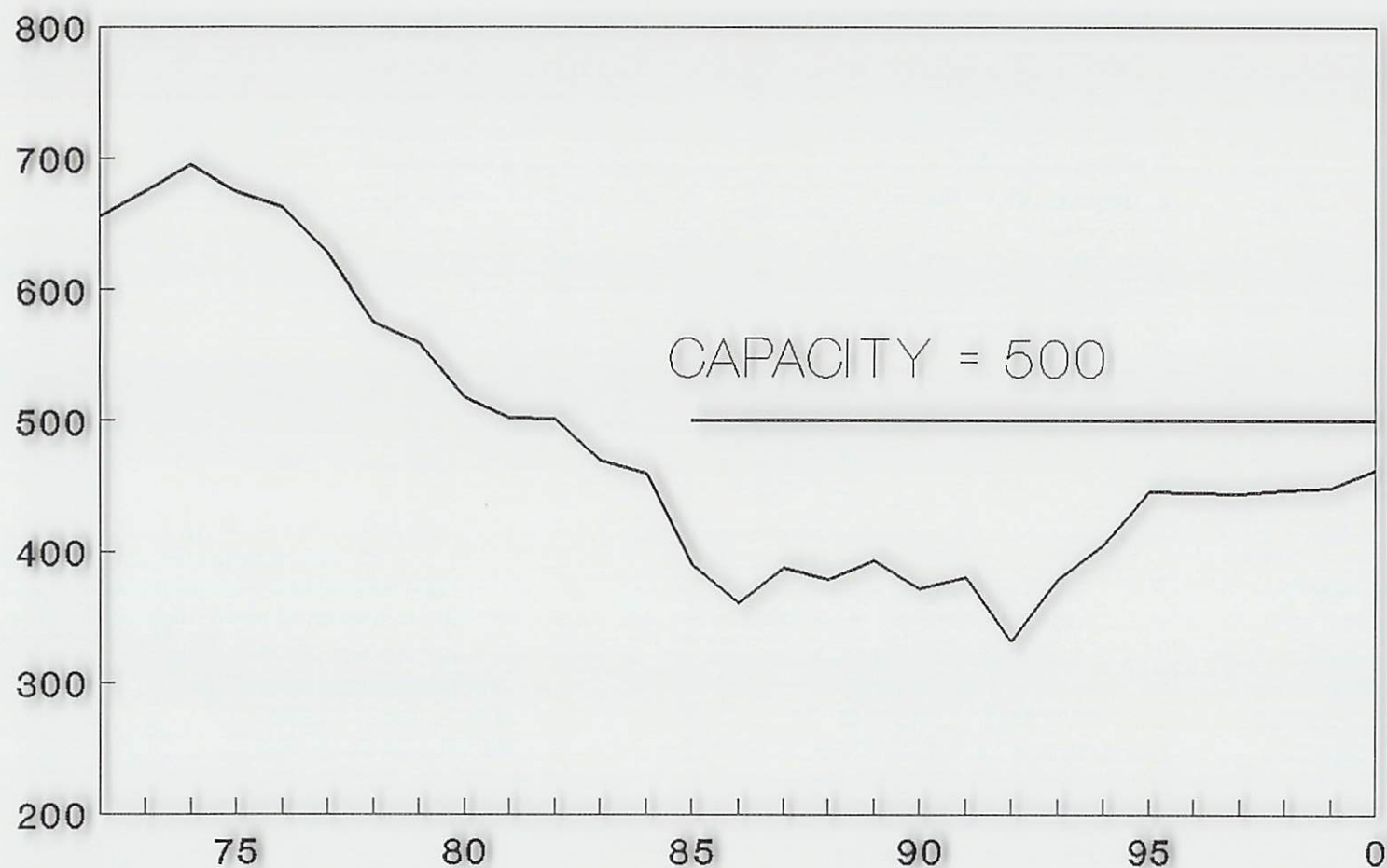
## Grades 5-8





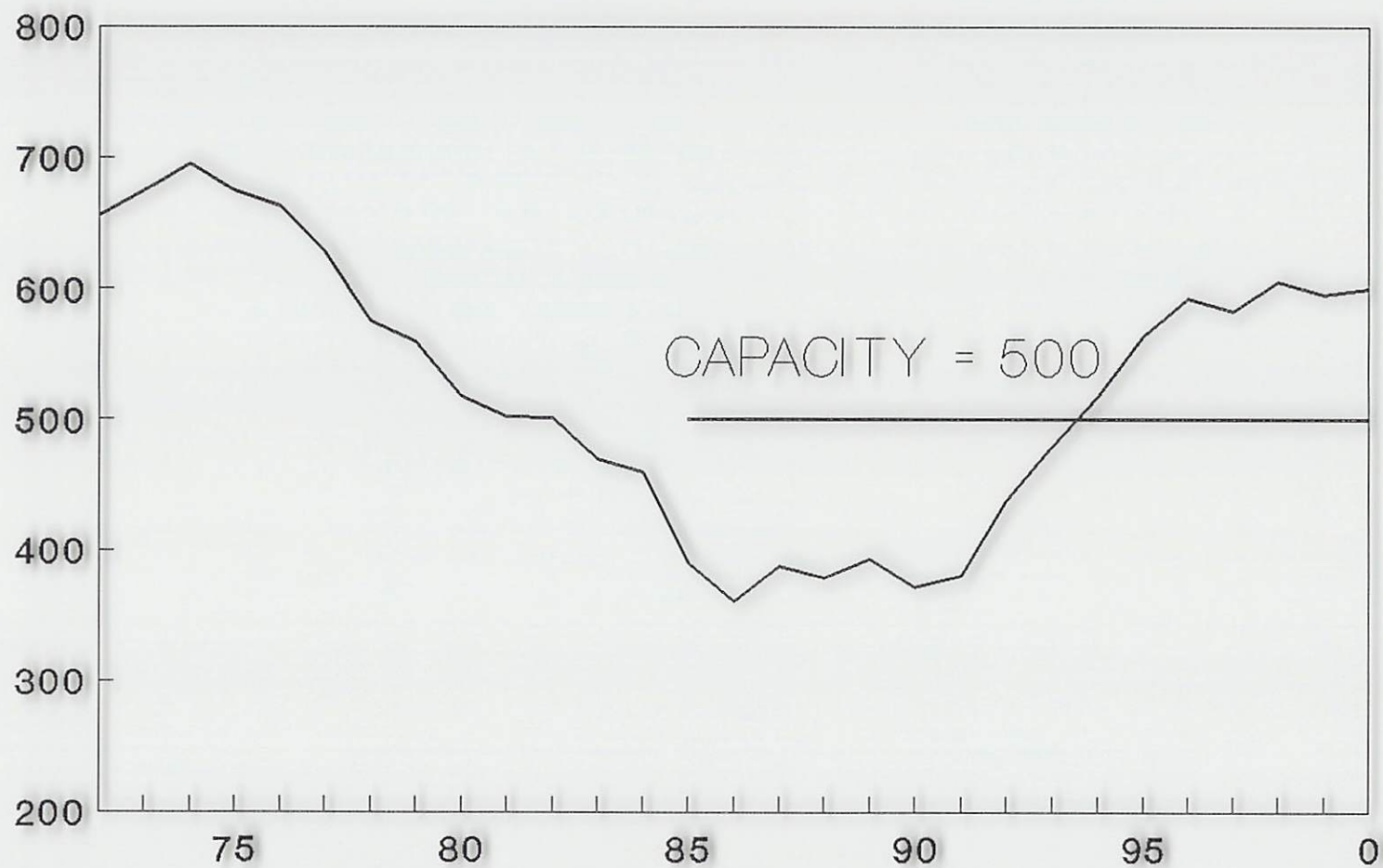
# Fowler School Enrollment 1972-2000

## Grades 4-6



# Fowler School Enrollment 1972-2000

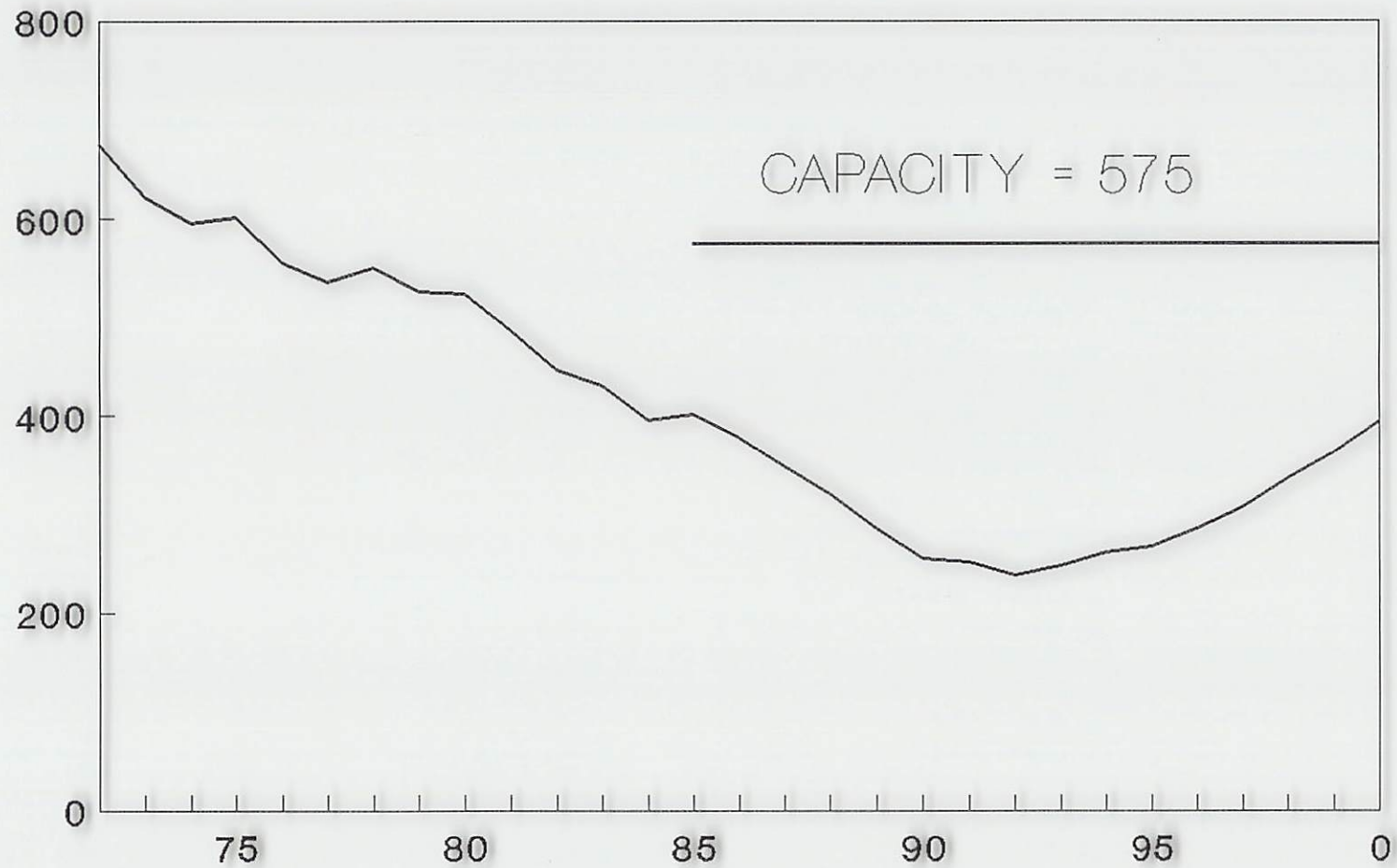
## Grades 4-7





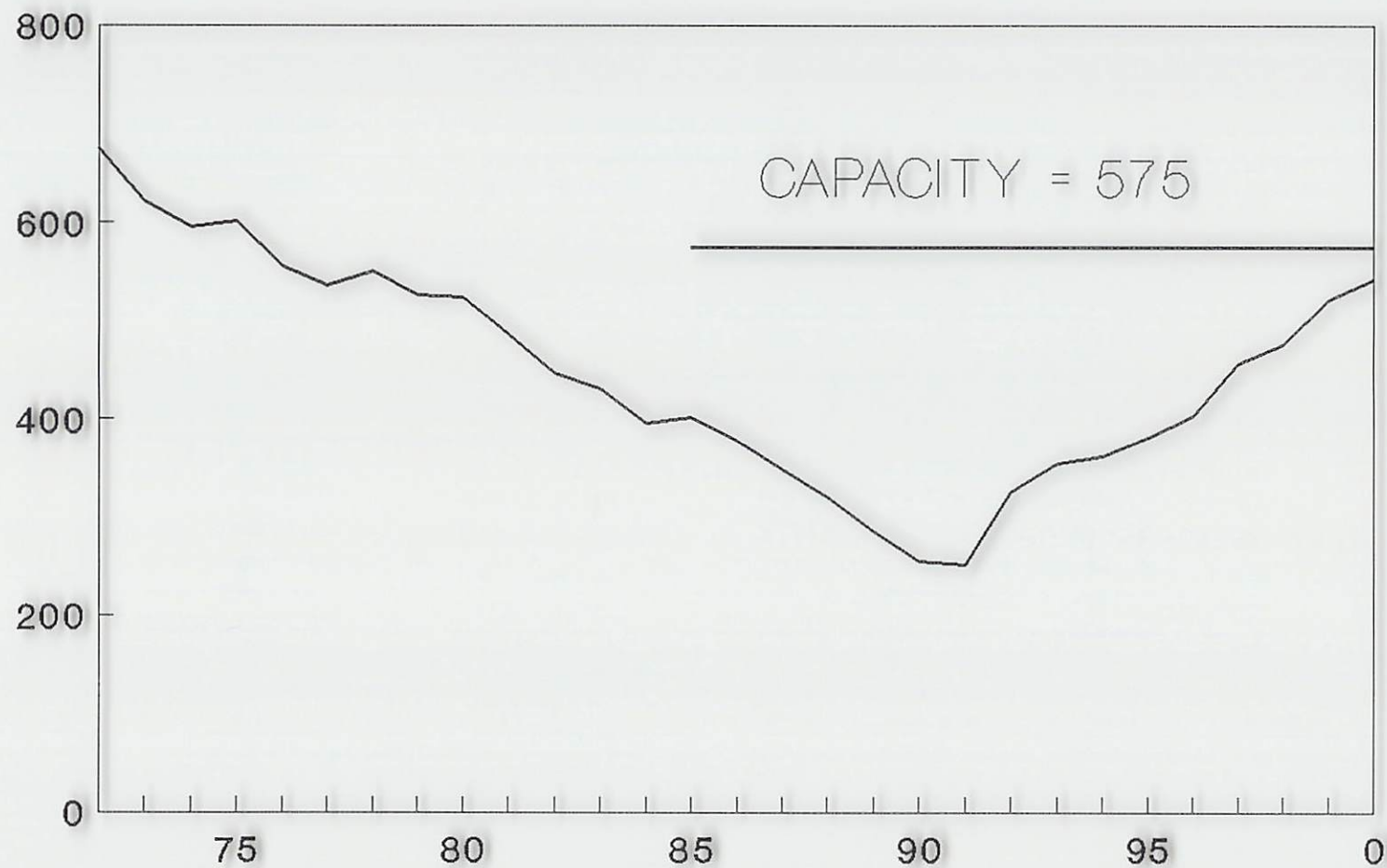
# High School Enrollment 1972-2000

## Grades 9-12



# High School Enrollment 1972-2000

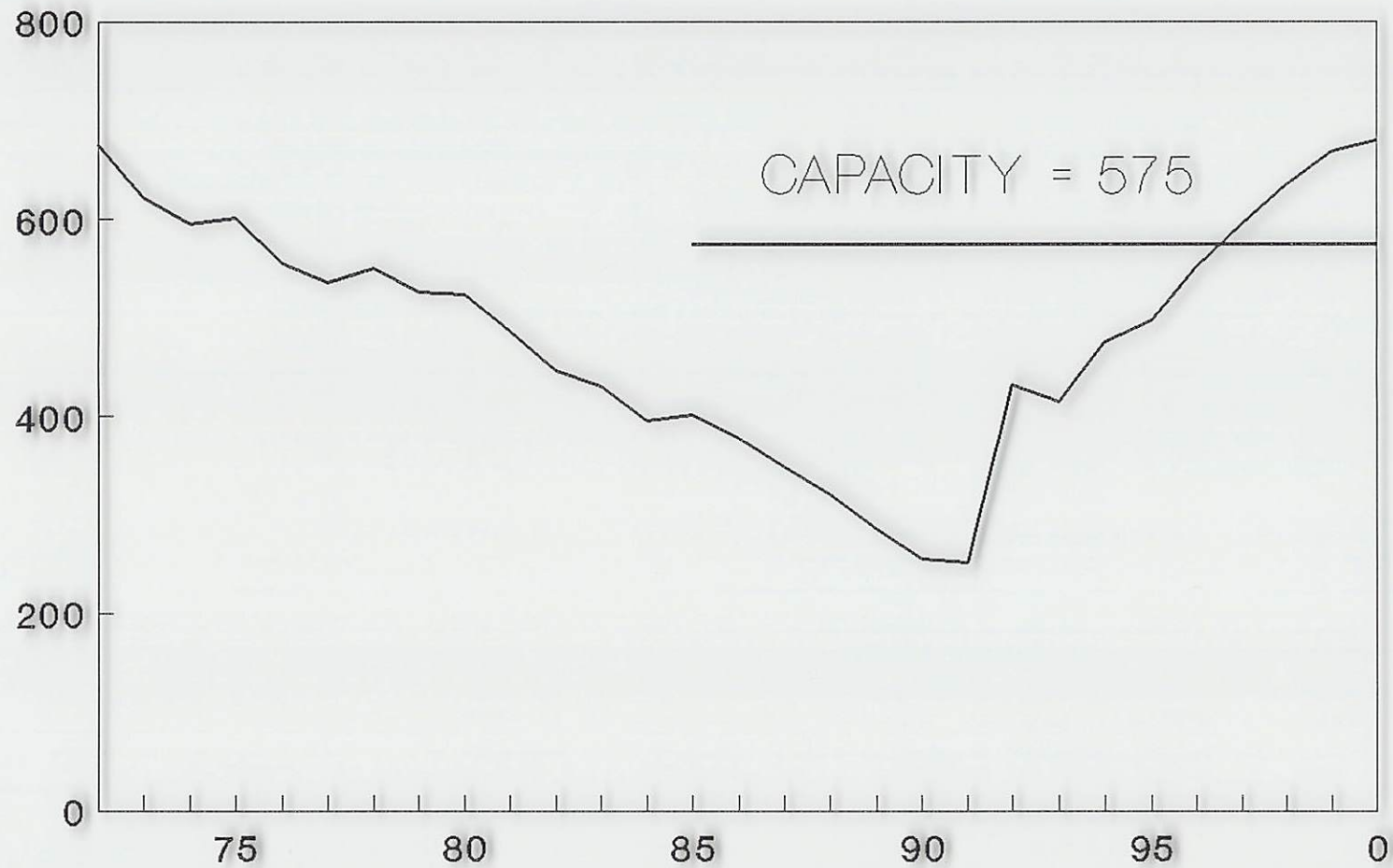
## Grades 8-12





# High School Enrollment 1972-2000

## Grades 7-12



Presented at Town Meeting - May 1990

Beginning of meeting

# PROGRESS REPORT OF THE MAYNARD REGIONAL SCHOOL DISTRICT PLANNING COMMITTEE

At the November 6, 1989 Town Meeting, an overwhelming majority voted to create a special unpaid committee known as the Regional School District Planning Committee (RSDPC). The initial, specified purpose of this committee was to study regionalization options and alternatives to regionalization; present a study report and make a recommendation to the town. We have held 8 posted, open meetings and 3 town forums. Prior to the formation of the of the RSDPC, we were a sub-committee of the School Committee, meeting 10 times.

Three members were appointed from applicants by the Moderator to lead this group-John Meyn, Jan Crail and Linda Bretz (required School Committee member). 25 other volunteers with diverse backgrounds and interests made up the working group. This committee had no budget, so materials, travel etc. were donated by the volunteers.

Early meetings centered around learning State laws and issues, defining quality and identifying individual and group philosophy. Maynard issues related to personnel, students, curriculum, finance and facilities, community and politics, and transportation were identified and studied. This process served to form the knowledge base for the group. Our committee began to investigate those options open to us. The purpose was to examine ways to maintain and continue to improve and provide quality education for our students, in light of decreased high school enrollment, increasing elementary enrollment and decreased funds.

10 letters of inquiry were sent to surrounding towns. Marlboro, Hudson and Acton-Boxboro were interested in regionalization discussions. By Feb. 1990, Acton-Boxboro, regionalized grades 7-12, was the only system with continued interest. They were at the time working to fully regionalize with Boxboro, K-12. The degree and time line of their interest would be determined by that result. In April, Boxboro voted down the amendment and continued interest was voiced.

The options studied were: keeping a 9-12 high school intact, continue to implement distance learning (computers, interactive t.v.) to supplement our curriculum, develop a collaborative relationship with another/other school(s) to share low enrollment courses and increase course offerings, reorganizing into a junior-senior high school (grades 8-12), tuition grades 9-12 to another system either long term or short term and regionalization with Acton-Boxboro grades 7-12. The impact of these options on curriculum, students, personnel, finance and facilities, transportation, community and town politics were identified, as well as start up costs and an implementation time line.

It was identified that ALL options require the town to make a continued commitment to funding at least level services (increased costs plus inflation). Level funding does not mean level services. At a small high school, budget cuts



translate into a loss of teachers and programs, which could impact future high school accreditation.

It was realized that there were essentially three choices: fund a small, independent high school in Maynard, tuition out grades 9-12 to another system (either Lincoln-Sudbury or Nashoba) or regionalize 7-12 with Acton-Boxboro.

A secret ballot was taken to avoid peer pressure, coercion and to encourage people to vote their true feelings based on the information and discussions over the past year. 23/28 voting members were present on May 8, 1990. 19/23 members voted in support of the concept of regionalization for Maynard. 18/23 voted to continue discussions with Acton-Boxboro. 4/23 voted to keep the system intact in Maynard and supplement the curriculum. There were 0/23 votes to tuition out. It was overwhelming decided also by the group, that the high school should not remain a 9-12 school, but should become an 8-12 high school, irregardless. Of these choices, regionalization is the only option that the town has the final decision on. Tuitioning out and closing the high school and changes in grade alignment are School Committee decisions.

Regionalization is not the least expensive option nor is it the least stressful. The efficiency savings, increased options and flexibility for the dollar exceed the cost in dollars. In reality, you get more for your tax dollar. There is the ability for students to take advantage of increased course offerings and extra-curricular activities not able to be offered in Maynard due to increase cost coupled with a much smaller enrollment. Transportation becomes 100% reimbursed by the state for grades 7-12. All personnel would be assured of a job for the first year by State law. State reimbursement of regional schools is at a higher level than that of single town schools. The total cost of regionalization can only be estimated at this point, however. Up front buy in costs would need to be negotiated between the three towns. Yearly assessment rate setting protocols would need to be negotiated (usually based on a percentage of students in the total population). It was, however, realized that most likely grades 4-6 would occupy the high school building, leaving the Fowler to lease or sell. The money from this real estate would strongly offset the costs of buying-into the region. Issues such as: School Committee representation (usually determined by town population as a percentage of the three towns population), personnel issues, health care benefits and student integration are all negotiated items. We can only predict the impact on people and finances.

We believe that regionalization with Acton-Boxboro promises the children of our town a stronger and more secure educational future. The School Committee voted 3-1-1 to support our committees recommendation to continue to pursue discussions and possible negotiations with Acton-Boxboro, realizing that at any point, there may be a decision to discontinue discussions. Unless we proceed to discuss and



attempt to finalize the costs and true impact, we will not be able, as a town, to weigh the total cost and benefits of regionalization against the cost and benefits of continuing a small town school system. To stop the process now, would be premature. Hopefully, we would be able to work towards developing a three town system, beneficial to all. We will be asking the towns support to continue these discussions with Acton-Boxboro on Article #25. A yes vote DOES NOT COMMIT us to regionalizing, it merely shows the towns willingness to support continued discussions. It is important that the citizens of Maynard be able to make an informed decision based on the complete picture, and not just isolated snapshots.

Respectfully submitted,

Appointed members: Linda Bretz, Chairman, Jan Crail, Secretary and John Meyn.

Volunteer Members: Alice Weaver, Ann Pratt, Bob Brooks, Bob Coan, Bob Geldart, Brain Hannon, Debbie Sheridan, Diane Bruckert, Dottie Copeland, Ellen Nelson, Helen Curry, Janet Erb, Janet Greenquist, Janice Mancini, John Comella, Judy Westgate, Karen Derby, Lois Cohen, Mary Brannelly, Paul Livingston, Pauline DeBarge, Vickery Trinkhaus-Randall, Karl Hilli, Ed Mullin and John Russo.

Advisory non-voting members: Bill King (Selectman), Meg Lalli (Fin-Com), Eileen Ahearn (Supt.), Don Cranson, Frank Hill, Bruce Pekkala, Jen Lucas, Katie McDonough, Ericka Rickel, Lisa Schleelein, Gary Farrow and Tom Konetzny



TOWN OF MAYNARD

REGIONAL SCHOOL DISTRICT PLANNING COMMITTEE

REPORT TO THE TOWN ON THE ISSUE OF SCHOOL REGIONALIZATION BETWEEN  
MAYNARD, ACTON AND BOXBORO

May 1991

The Maynard Regional School District Planning Committee is presenting to the Selectmen and the Town of Maynard proposed agreements for the regionalization of grades kindergarten through twelve in the three communities.

In the matter of an Acton/Maynard/Boxboro regional school district for grades Kindergarten through 12:

The Acton/Boxboro Regional School District Committee has voted unanimously to amend the existing 7-12 agreement to include the town of Maynard in a K-12 region.

The Maynard Regional School District Planning Committee has voted unanimously to to adopt, approve and recommend that the Acton/Maynard/Boxboro regional school district for grades kindergarten through 12 be established.

In the matter of an Acton/Maynard regional school district for grades kindergarten through grade 12, combined with an Acton/Maynard/Boxboro regional school district for grades 7 through 12:

The Acton/Maynard Regional School District Planning Board has voted unanimously to adopt, approve and recommend that the Acton/Maynard Regional School District for grades Kindergarten through Grade 12 be established.

The Acton/Boxboro Regional School District Committee has also voted unanimously to amend the existing 7-12 agreement to include the town of Maynard in the 7-12 region.

We present the attached report to town of Maynard and the Board of Selectmen, with our recommendation that such regions be established as are presented in the attached agreements.

In presenting such an agreement for consolidation, we recognize the long and exemplary history of the Maynard school system and Maynard High School in particular, its outstanding teachers and administrators, its many successful graduates, and the support of the people of Maynard for their schools. We gratefully acknowledge the close bond between the community of Maynard and its schools. Were it not for this bond, and a community which cares deeply for the education of its children, the question of regionalization would not have been worth pursuing.

However, we see this community and its schools at a crossroads. We are apprehensive of some of the problems we see ahead, situations which are totally out of our control--tighter state funding, continued declining high school enrollments, further cuts to educational programs in Maynard, and implementation of a "schools choice" program. We fear that, if we continue on the present course, Maynard High School may well cease to exist within a very few years. We, the Maynard Regional School District Planning Committee, are presenting an opportunity for this community to take control of the educational destiny of its children, rather than remain at the whim of those forces beyond our control.

Therefore, the Maynard Regional School District Planning Committee recommends to, and asks the approval of the voters of Maynard for both of the attached proposals:

1. The proposed agreement between Maynard, Acton and Boxboro, for a unified K-12 regional school system.
2. The proposed agreement between Acton and Maynard for a regional K-6 elementary school system, combined with the proposed agreement between Maynard, Acton and Boxboro for a regional secondary school system at grades 7-12. (This combination of proposals would provide a backup option in the case that Boxboro were to turn down the K-12 agreement.)

We, the Maynard Regional School District Planning Committee, see regionalization of the schools in the three communities as a positive step towards ensuring quality education for the children of Maynard for generations to come.

Respectfully submitted,  
Maynard Regional School District Planning Committee  
Robert Geldart, Chairman  
John Meyn, Member  
Ernie Crocker, Member



## PROGRESS REPORT OF

### THE MAYNARD REGIONAL SCHOOL DISTRICT PLANNING COMMITTEE

Presented to the Town of Maynard

May 1990

At the November 6, 1989 Town Meeting, an overwhelming majority voted to create a special unpaid committee, known as the Regional School District Planning Committee (RSDPC). The initial, specified purpose of this committee was to study regionalization options and alternatives to regionalization, present a study report, and make a recommendation to the town. We have held eight posted open meetings and three town forums. Prior to the formation of the RSDPC, we were a sub-committee of the School Committee, meeting ten times.

Three members were appointed from applicants by the Town Moderator to lead this group--John Meyn, Jan Crail and Linda Bretz (required School Committee member). Twenty-five other volunteers with diverse backgrounds and interests made up the working group. This committee had no budget, so materials, travel expenses, etc., were donated by volunteers.

Early meetings centered around learning state laws and issues, defining quality, and identifying individual and group philosophy. Maynard issues related to personnel, students, curriculum, finance and facilities, community and politics, and transportation were identified and studied. This process served to form the knowledge-base for the group. Our committee began to investigate those options open to us. The purpose was to examine ways to maintain and continue to improve and provide quality education for our students, in light of decreased high school enrollment, increasing elementary enrollment, and decreased funds.

Ten letters of inquiry were sent to surrounding towns. Marlboro, Hudson and Acton/Boxboro, were interested in regionalization discussions. By February, Acton/Boxboro, regionalized at grades 7-12, was the only system with continued interest. They were, at the time, working to fully regionalize with Boxboro at K-12. The degree and time line of their interest would be determined by that result. In April, Boxboro voted down the amendment and continued interest was voiced.

The options studied were: keeping a 9-12 high school intact, continue to implement distance learning (computers, interactive TV) to supplement our curriculum, develop a collaborative relationship with another/other school(s) to share low enrollment courses and increase course offerings, reorganizing into a junior-senior high school (grades 8-12), tuition grades 9-12 to another system either long-term or short term, and regionalization with Acton/Boxboro grades 7-12. The impact of these options on curriculum, students, personnel, finance and facilities, transportation, community and town politics were identified, as well as start-up costs and an implementation time line.

It was identified that ALL options require the town to make a continued commitment to funding at least level services (increased costs plus inflation). Level funding does not mean level services. At a small high school, budget cuts translate into a loss of teachers and programs, which could impact future high school accreditation.

It was realized that there were essentially three choices: fund a small, independent high school in Maynard; tuition-out grades 9-12 to another system (either Lincoln/Sudbury or Nashoba); or regionalize 7-12 with Acton/Boxboro.



A secret ballot was taken to avoid peer pressure, coercion, and to encourage people to vote their true feelings based on the information and discussions over the past year. Twenty-three of 28 voting members were present on May 8, 1990. Nineteen of 23 members voted in support of the concept of regionalization for Maynard. Eighteen of 23 voted to continue discussions with Acton/Boxboro. Four of 23 voted to keep the system intact in Maynard and supplement the curriculum. There were no voted to tuition out. It was overwhelmingly decided, also by the group, that the high school should not remain a 9-12 school, but should become an 8-12 high school, regardless. Of these choices, regionalization is the only option that the town has the final decision on. Tuitioning out and closing the high school and changes in grade alignment are School Committee decisions.

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We believe that regionalization with Acton/Boxboro promises the children of our town a stronger and more secure educational future. The school Committee voted 3-1-1 to support our committee's recommendation to continue to pursue discussions and possible negotiations with Acton/Boxboro, realizing that at any point, there may be a decision to discontinue discussions. Unless we proceed to discuss and attempt to finalize the costs and true impact, we will not be able, as a town, to weigh the total cost and benefits of regionalization against the cost and benefits of continuing a small town school system. To stop the process now would be premature. Hopefully, we would be able to work towards developing a three-town system beneficial to all. We will be asking the town's support to continue these discussions with Acton/Boxboro on Article 25. A yes vote DOES NOT COMMIT us to regionalization; it merely shows the town's willingness to support continued discussions. It is important that the citizens of Maynard be able to make an informed decision based on the complete picture, and not just isolated snapshots.

Respectfully submitted,

Maynard Regional School District Planning Committee  
Linda Bretz, Chairman  
Jan Crail, Secretary  
John Meyn



Volunteer members: Alice Weaver, Ann Pratt, Bob Brooks, Bob Coan, Bob Geldart, Brian Hannon, Debbie Sheridan, Diane Bruckert, Dottie Copeland, Ellen Nelson, Helen Curry, Janet Erb, Janet Greenquist, Janice Mancini, John Comella, Jucy Westgate, Karen Derby, Lois Cohen, Mary Brannelly, Paul Livingston, Pauline DeBarge, Vickery Trinkhaus-Randall, Karl Hilli, Ed Mullin, John Russo.

Advisory (non-voting) members: Bill King (Selectman), Meg Lalli (FinCom), Eileen Ahearn (Supt. of Schools), Don Cranson, Frank Hill, Bruce Pekkala, Jen Lucas, Katie McDonough, Ericka Rickel, Lisa Schleelein, Gary Farrow, Tom Konetzny.

# Maynard Regional School District Planning Committee

## Final Report

January 27, 1992

We will not list the whole series of events of the last few years regarding the question of regionalization of Maynard's schools. However, we would like to point to a few significant events:

- The spring of 1989 saw the first tentative meetings of over 40 Maynard residents interested in the question of regionalization.
- In November of 1989, The Maynard Regional School District Planning Committee was established by vote of Town Meeting, and by appointment of Town Moderator.
- In May of 1990, after studying regionalization and alternatives, a report was presented to the Maynard School Committee, recommending continued discussions with Acton/Boxboro on regionalization; the School Committee voted to support that recommendation. At the same time, this Committee also presented the School Committee, for their review, our reports on alternative issues.
- Shortly thereafter, a similar report was presented to Town Meeting, and an article approved to pursue discussions and negotiations with Acton/Boxboro on regionalization.
- Discussions with Acton and Boxboro continued and, in October of 1990, serious negotiations on an agreement began; in January of 1991, a tentative agreement was reached.
- During this period, grass-roots groups arose from the community: SOS to oppose regionalization, and SHARE to support it.
- In April 1991, the Maynard School Committee voted to endorse the recommendation of our Committee that the school systems in the three towns be consolidated. In May, with the election of two new members, this endorsement was withdrawn.
- In May, Boxboro town meeting voted to expand the 7-12 Acton/Boxboro region to include Maynard, but not to include the elementary grades.
- In June of 1991, 2,024 Maynard voters turned out for a most memorable Town Meeting, and voted in the affirmative, 984 to 930, to regionalize our schools with Acton at the elementary grades and Acton/Boxboro at the 7-12 level.
- The following week, by a 2-1 margin, Acton Town Meeting voted not to expand the region to include Maynard, thus vetoing the agreements reached between representatives of the three communities.



I would like to point to what I feel are significant aspects of how this committee operated.

### Community Involvement

In the early phase of the Committee's work, under the chairmanship of Linda Bretz, a large number of people interested in the educational future of Maynard's children came together to look at the issues. Linda made sure that we looked at more than just regionalization. We formed study groups that looked at issues of finance, transportation, staffing, and student concerns. Other groups looked at alternatives that might allow us to maintain a viable high school in the face of declining enrollment. The options we examined were collaboration with other systems, distance-learning, tuitioning out, grade-restructuring, and doing nothing. A large majority of those people felt that the best option was to pursue regionalization with Acton/Boxboro. The involvement of a large number of people with different opinions and ideas helped the Committee to examine a range of issues and alternatives while avoiding the pitfalls of tunnel vision.

### Process

There were some who felt that our Committee should have worked towards the alternatives that we studied during the earlier phase of our work. As we have stated many times, our legal mandate was to examine whether regionalization was a viable course for Maynard's educational future; all other questions of alternatives properly belonged to the School Committee for consideration.

During the second phase of the Committee's work, from the summer of 1990, charge was to pursue discussions and negotiations with Acton/Boxboro towards regionalization. As we have stated many times, there was a process involved and we had a legal and moral obligation to continue through that process to a proper conclusion. That process, spelled out in state law and regulations, included the establishment of the Committee at Town Meeting, negotiations for a regionalization agreement, presentation of that agreement to the towns, and vote by town meeting of each and every town. To do anything else but complete the process would have been an abrogation of our responsibility to the community, and personally unacceptable for each of us.

### Community Action

From the summer of 1990, a grass-roots organization (SOS) had announced itself in opposition to regionalization, but none yet in support of regionalization. Our feeling was that, while we could support the agreement and explain it, our committee of three could not be the vehicle for moving it to passage. There had to be a similar grass-roots movement in support, or the effort would fail. By the winter of 1990, such a group did form as SHARE, a loose organization of many dozens of people committed to increased educational opportunity for Maynard's children. While our Committee's time continued to be taken up with negotiating agreements and providing informational forums, it was SHARE that became the driving force behind the regionalization effort and, ultimately, its passage in Maynard.



However, had it not been for a strong opposition, the outcome might have been quite different. Over most of the year, the opposing factions challenged each other hard and often. There were many forums held and many opportunities to be heard and questioned; there were weekly debates in the local press; letters, pro and con, took up whole pages; and each candidate for election had to express an opinion on the subject. The result was that, by the time town meeting came around, virtually everyone in Maynard had reached an opinion on the pros and cons of regionalization and the Maynard school system in general. And, in most cases, that opinion was a reasoned one, based on factual information and understanding of the issues.

The longer-lasting result is that many more Maynard residents today are involved in their children's education, and in their schools, and have a better understanding and appreciation of both. It could even be argued that there is a greater interest in town affairs in general, because of the increased political awareness of this past year.

#### Committee Conduct

From the beginning, this Committee set a high standard of conduct. In the face of an extremely emotional and contentious issue, we would deal with facts, not emotions, since we represented the Town of Maynard. This Committee conducted itself at all times with the utmost integrity in all matters. On at least two occasions, meetings were canceled rather than have their legality called into question due to late postings.

While members of the Committee held opinions on various matters, we always tried to be clear in differentiating between opinion and fact. The information that this Committee disseminated was always accurate to our knowledge. There were a few occasions when we preferred not to release information prematurely, until we could confirm it. On the one occasion when we were forced to go with preliminary information, we later regretted it: in the matter of the amount of savings, the figure of \$520,000 looked too good to us so we initially put a more conservative figure of around \$450,000. In fact the \$520,000 was correct; putting out the lower figure only added to confusion.

#### Committee Members

It was stated by one of our members, that "we're all amateurs." In fact, this is in the finest tradition of volunteerism in this country and this town. Maynard has benefitted greatly from the personal time given by the members of this Committee, and sacrifices made by their families. We did this because we care about the town of Maynard and we especially care about the educational future of our children. I would briefly like to thank the Committee members personally:

Linda Bretz, whose organizational skills and amazing energy saw the first phase to completion.

John Meyn, the one member who managed to stay on the Committee the whole time, and who taught me patience when I needed it.



Ernie Crocker, who came late to our Committee, and brought new ideas and perspectives which sometimes caused consternation but which needed to be examined.

Jan Crail whose resignation epitomized the emotional conflict that most of us in this community were feeling--how to provide the best educational opportunity for our children and, at the same time, protect our children from change and hurt.

With the submission of this Final Report, this Committee's task is finished. We ask that this Final Report, and the Summary of the Committee's Report to the Town of last May 1991, be published in the next Annual Town Report.

So that future efforts to examine educational issues may have the benefit of our work, the reports of this Committee, submitted in May of 1990, May 1991, and this Final Report, along with supporting data, are available at the Town Clerk's Office, Maynard Public Library, and at the office of the Superintendent of Schools.

Respectfully submitted,  
Maynard Regional School District  
Planning Committee

Bob Geldart, Chairman  
John Meyn  
Ernie Crocker