

**MOHAWK TRAIL REGIONAL SCHOOL DISTRICT**

**REGIONAL DISTRICT AGREEMENT**

**Adopted December 13, 1995**

Sections I, III IV, IX, X & XI

Amended at Town Meetings:

Ashfield	5/3/03
Buckland	6/16/03
Charlemont	5/5/03
Colrain	6/21/03
Hawley	5/5/03
Heath	6/28/03
Plainfield	6/21/03
Shelburne	6/24/03

Section III Amended at Town Meetings:

Ashfield	5/2/2015
Buckland	5/6/2015
Charlemont	5/26/2015
Colrain	5/5/2015
Hawley	5/11/2015
Heath	5/9/2015
Plainfield	5/2/2015
Shelburne	5/5/2015

Approved by Department of Education: August 27, 2015

K-12 MOHAWK REGIONAL DISTRICT AGREEMENT RECOMMENDED TO THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT COMMITTEE BY THE APPROVAL OF THE K-12 COMMITTEE ON ORGANIZATION ON MARCH 10, 1993 AND APPROVED BY THE MOHAWK TRAIL REGIONAL SCHOOL COMMITTEE ON MARCH 10, 1993 BY THE UNANIMOUS VOTE, AND AMENDED BY THE MOHAWK TRAIL REGIONAL SCHOOL COMMITTEE ON APRIL 7, 1993, DECEMBER 13, 1995 AND February 25, 2015..

TABLE OF CONTENTS

SECTION I

THE REGIONAL DISTRICT SCHOOL COMMITTEE..... 5

(A) Composition ..... 5

(B) Elected Members ..... 5

(C) Vacancies ..... 6

(D) Organization ..... 6

(E) Powers and Duties ..... 6

(F) Voting ..... 6

(G) Voting Weights ..... 7

(H) Quorum ..... 8

SECTION II

TYPE OF REGIONAL DISTRICT ..... 8

SECTION III

PUPILS ..... 8

(A) Pupils Entitled to Attend the Regional High School ..... 8

(B) Pupils Entitled to Attend the Regional Elementary Schools ..... 8

(C) Pupils with Special Needs..... 8

(D) Reassignment of Pupils ..... 8

(E) Vocational and Trade School Pupils..... 9

(F) Admission of Pupils Residing Outside the District..... 9

(G) Admission of School Choice Students..... 9

SECTION IV

APPORTIONMENT OF EXPENSES AMONG THE MEMBER TOWNS.....	9
(A) Classification of Costs .....	9
(B) Capital Costs .....	9
(C) Operating Costs .....	10
(D) Responsibility for Capital and Operating Costs .....	10
(E) Apportionment of Capital Costs Grades K-6.....	10
(F) Apportionment of Capital Costs Grades 7-12.....	13
(G) Apportionment of Operating Costs .....	13
(H) Apportionment of Operating Costs Procedure .....	14
(I) Times of Payment of Apportioned Costs .....	14
(J) Special Funds .....	15

SECTION V

NOTICE TO MEMBER TOWNS OF AUTHORIZATION TO INCUR DEBT .....	15
-------------------------------------------------------------	----

SECTION VI

BUDGET .....	15
(A) Tentative Maintenance and Operating Budget .....	15
(B) Final Maintenance and Operating Budget .....	16
(C) High School Operating and Maintenance Budget for the purpose of Determining Tuition.....	16

SECTION VII

FISCAL YEAR .....	16
-------------------	----

SECTION VIII

TRANSPORTATION .....	17
----------------------	----

SECTION IX

EDUCATION OF PUPILS FROM THE TOWN OF ROWE.....	17
(A) Special Education Pupils from the Town of Rowe .....	17
(B) Transportation of Pupils from the Town of Rowe.....	17
(C) Tuition Basis for Pupils Grades 7-12 from the Town of Rowe .....	17
(D) Reduction of the Cost of Tuition for Pupils Resident in the Town of Rowe .....	18
(E) Schedule of Payment of Tuition Costs by the Town of Rowe.....	18
(F) Payment of Capital Costs by the Town of Rowe .....	18
(G) Representation on the Committee .....	18
(H) Administrative Support Services for Rowe Pupils Grade K-6.....	18
(I) Distribution of Assets in the Event of Dissolution of the District .....	18

SECTION X

LOCAL EDUCATION COUNCILS ..... 19  
 (A) Composition ..... 19  
 (B) Powers and Duties ..... 19

SECTION XI

AUTHORIZATION TO LEASE AND/OR PURCHASE CERTAIN BUILDINGS ..... 19  
 (A) Authorization to lease ..... 19  
 (B) Authorization to Purchase ..... 20

SECTION XII

TRANSFER OF ASSETS..... 20

SECTION XIII

TRANSFER OF CERTAIN LIABILITIES ..... 21

SECTION XIV

AMENDMENTS ..... 21  
 (A) Limitation ..... 21  
 (B) Procedure ..... 21

SECTION XV

ADMISSION OF ADDITIONAL TOWNS ..... 22

SECTION XVI

WITHDRAWAL..... 22  
 (A) Limitations and Procedure with Indebtedness to the District..... 22  
 (B) Limitation and Procedure with no Indebtedness to the District..... 23  
 (C) Cessation of Terms of Office of Withdrawing Town’s Members ..... 23  
 (D) Payments of Certain Capital Costs Made by a Withdrawing Town ..... 23

SECTION XVII

DISSOLUTION OF THE DISTRICT ..... 23

SECTION XVIII

JURISDICTION..... 23

SECTION XIX

EFFECTIVE DATE..... 24

SECTION XX

LEGISLATIVE ACTS-ATTACHMENTS.....24

AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT

AS AMENDED: August 12, 1964, October 26, 1966, December 13, 1972, July 10, 1974, May 14, 1975, June 29, 1982, July 1, 1983, June 25, 1985, Sept. 9, 1986, April 10, 1990.

The agreement entered into pursuant to Chapter 71 of the General Laws, as amended, and as supplemented by Chapter 371 of the Acts of 1993, among the Towns of Ashfield, Buckland, Charlemont, Colrain, Hawley, Heath, Plainfield, and Shelburne, hereinafter sometimes referred to as member towns, is hereby further amended in its entirety 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 SCHOOL COMMITTEE

(A) Composition

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereafter sometimes referred to as the Committee. The Committee shall consist of sixteen (16) elected members, two (2) from each town. A member appointed by the Rowe School Committee would serve as a non-voting member of the Committee as described in Section IX (G) of this Agreement. Members shall serve until their respective successor members are elected and qualified.

Commencing in the year 2001 and every ten (10) years thereafter, the Committee shall review the population of the member towns as reported in the previous year's federal decennial census and adjust the weighted vote of the Committee accordingly.

(B) Elected Members

At the annual town elections in 1994, in addition to any term of office of an elected member whose term is expired, the following shall also be elected: the Town of Hawley shall elect one

member for a three-year term, and one member for two-year term; the Town of Heath shall elect one member for a three-year term and one member for a one-year term; the Town of Plainfield shall elect one member for a two-year term and one member for a one-year term.

2004 Election Year – Terms of all currently elected committee members with the exception of Heath, Hawley and Plainfield, will expire as of the annual town elections in 2004. At the 2004 annual town elections two school committee members will be elected from the Towns of Ashfield, Buckland, Charlemont, Colrain, and Shelburne. The school committee member who receives the largest number of votes from his/her town will serve a term of three years. The school committee member who receives the second largest number of votes will serve a term of two years.

Thereafter, in every year in which the term of office of an elected member expires, each member town involved shall, at its annual town election, select one member to serve on the Committee for a term of three years.

Each elected member commencing with the organization of the Committee following the 2004 town elections, shall have a weighted vote to be determined by the member town's population as it relates to the total population of all member towns divided by the number of representatives to the Committee from said member town. Each weighted vote shall be determined to the nearest one-tenth and be adjusted every ten (10) years using the population figures as reported in the most recent federal decennial census.

**(C) Vacancies**

If a vacancy occurs in the Committee, such vacancy shall be filled by the selectmen and the school committee member from the member town involved acting jointly to appoint a member to serve until the next annual town election, at which annual election a successor shall be elected for the balance of the unexpired term, if any.

**(D) Organization**

Promptly upon the election and qualification of Committee members elected at annual town elections in 1994 and thereafter, the Committee shall organize and choose by ballot a chairman and a vice chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairman and the vice chairman who shall be elected as provided above) and prescribe the powers and duties, if any, of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

**(E) Powers and Duties**

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

**(F) Voting**

The District shall have one Committee composed of representatives from each member town as set forth above. Members of the Committee from the Towns of Hawley and Charlemont will not vote on any matters that the Committee determines to concern the operation of grades kindergarten through six, exclusively.

**(G) Voting Weights**

The initial weighted votes of the Committee members established in 1994 from each member town are as follows:

<b>Member Towns</b>	<b>Number of Members</b>	<b>Weighted Vote of each Member</b>
Ashfield	3	5.6%
Buckland	3	6.3%
Charlemont	3	4.1%
Colrain	3	5.7%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.8%
Shelburne	3	6.5%

The weighted votes of the Committee have been adjusted using the population figures as reported in the most recent federal decennial census and are as follows:

<b>Member Towns</b>	<b>Number of Members</b>	<b>Weighted vote of each Member</b>
Ashfield	3	5.7%
Buckland	3	6.3%
Charlemont	3	4.3%
Colrain	3	5.7%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.5%
Shelburne	3	6.3%

The above weighted votes of the Committee members shall remain in effect until the new school committee of sixteen (16) members is reconstituted after the 2004 town election for school committee members consistent with Section I, Paragraphs A and B of the District Agreement. After the reconstitution of the committee in 2004 the weighted votes of the Committee members from each town shall be as follows:

<b>Member Towns</b>	<b>Number of Members</b>	<b>Weighted vote of each Member</b>
---------------------	--------------------------	-------------------------------------

Ashfield	2	8.5%
Buckland	2	9.5%
Charlemont	2	6.5%
Colrain	2	8.5%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.5%
Shelburne	2	9.5%

**(H) Quorum**

The quorum for the transaction of business shall be a majority of the Committee and greater than 50 percent of the weighted vote membership, but a number less than the majority may adjourn.

**SECTION II**

**TYPE OF REGIONAL DISTRICT**

The regional district shall include all grades kindergarten through grade twelve, inclusive, and also consisting of grades or programs antecedent to kindergarten as may be required by statute, or as may be authorized by statute and established by the Committee. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustee therefore, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof in addition thereto or dependent thereon.

**SECTION III**

**PUPILS**

**(A) Pupils Entitled to Attend the Regional High School**

Residents of the member towns and all residents of the Town of Rowe in grades seven through twelve will be eligible to attend school at the Mohawk Trail Regional High School, located on Route 112 in Buckland, Massachusetts.

**(B) Pupils Entitled to Attend the Regional Elementary Schools**

Subject to the provisions of this section, it is intended that elementary students residing in the member towns of Ashfield, Buckland, Colrain, Heath, Plainfield and Shelburne (the “K-12 Member Towns”) will receive their education in facilities located in the District and will be assigned as follows: Ashfield and Plainfield residents to Sanderson Academy; Colrain residents to Colrain Central School; Buckland and Shelburne residents to Buckland Shelburne Elementary School; and Heath residents to Heath Elementary School. Notwithstanding the above, students may be educated in a District school other than as assigned above upon (i) a majority vote of the School Committee, and (ii) an affirmative vote by both (a) the member town or towns whose students are so assigned, and (b) the member town or towns served by the District school to which such students will be assigned, acceptance by each town to be a majority vote at an annual or special town meeting.



However, it is also the intent of this Agreement that the closure of a District elementary school building and the reassignment of all students being educated in that building may not be accomplished under this section. Rather such action requires an amendment to this Agreement, the process for which is contained in Section XIV.

**(C) Pupils with Special Needs**

Pupils with special needs receiving services under the provisions of Chapter 71B of the General Laws, as amended, shall attend schools as designated by the Committee.

**(D) Reassignment of Pupils**

Residents of the K-12 Member Towns in grades kindergarten through six, may be reassigned to schools outside their respective towns when, in the judgment of the Committee, there is a temporary need to reassign pupils when damage to a physical plant renders the facility unusable, in whole or in part, for its intended purposes.

Pupils may also be accommodated in other elementary schools within the district when approved by both the pupil's parents and the Committee provided that the Committee determines that such a reassignment is prudent and can be accomplished and is in the best interest of the pupil.

**(E) Vocational and Trade School Pupils**

Any pupil residing in a member town which is not a member of a vocational regional school district who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law. The cost of tuition for attending such a school and the cost of transportation, when necessary, shall be assessed by the District upon the town wherein the student resides, providing, however, that the District School does not offer the vocational courses.

**(F) Admission of Pupils Residing Outside the District**

The Committee shall accept for enrollment in the District High School, pupils from the Town of Rowe on a tuition basis and upon such terms as are set forth in Section IX of this Agreement. The Committee may accept for enrollment in the regional district schools pupils from towns other than the member towns and the Town of Rowe on a tuition basis and upon such terms as it may determine. In either case, income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV of this Agreement to the member towns.

**(G) Admission of School Choice Students**

The Committee may elect to participate in the State's School Choice Program during any given year as provided in Chapter 76, Section 12B, Inter-district School Choice. If the provisions of Chapter 76, Section 12B are amended or a new statute is passed governing the State's School Program, all such statutes or amendments shall supersede the provisions of (G), Admission of School Choice Students and shall be implemented in conformity to applicable law.

## SECTION IV

### APPORTIONMENT OF EXPENSES AMONG THE MEMBER TOWNS

**(A) Classification of Costs**

For the purpose of apportioning assessments levied by the District upon the member towns, costs shall be divided into two categories; capital costs and operating costs.

**(B) Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitations the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payments of principal and interest on bonds, notes or other obligations issued by the District to finance capital costs.

**(C) Operating Costs**

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

**(D) Responsibility for Capital and Operating Costs**

(1) Grades 7-12

Operating and capital costs, as defined above, associated with grades seven to twelve (7-12) inclusive of the District school or schools shall be deemed District costs and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.

(2) Grades K-6

- (a) Costs associated with the operation of grades Kindergarten to six, inclusive, of the District schools shall be deemed operating costs of the District and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of this Agreement.
- (b) All capital costs incurred prior to July 1, 1993 by school committees superseded by the Committee shall be deemed capital costs of the District and those member towns who had approved such costs previously shall be assessed their respective net shares thereof in accordance with the provisions of section IV(E) of this Agreement.
- (c) All capital costs incurred July 1, 1993 and thereafter by the Committee and associated with grades Kindergarten to six, inclusive, of the District schools

shall be deemed capital costs of the District and the member towns shall be assessed their respective net shares thereof in accordance with the provisions of section IV(E) of this Agreement.

(d) If any member town or towns should construct an elementary school, the respective town or towns will assume responsibility for all capital costs.

**(E) Apportionment of Capital Costs Grades K-6**

**(1) Ashfield, Plainfield**

Capital costs incurred prior to July 1, 1993 by the Ashfield Plainfield Regional School Committee and all capital costs incurred July 1, 1993 and thereafter by the Committee and associated with grades Kindergarten to six, inclusive, of the District school or schools serving pupils from the towns of Ashfield and Plainfield shall be apportioned to the towns of Ashfield and Plainfield as follows:

To Ashfield: A portion of the whole expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the population of the Town of Ashfield bears to the total of the population of the towns of Ashfield and Plainfield, and by (2), computing the ratio which the sum of the enrollments of pupils at said school(s), resident in the Town of Ashfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years, bears to the sum of the enrollment of pupils at the Ashfield Plainfield district school(s), resident in the towns of Ashfield and Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years; and by summing both ratios ((1) + (2)), and dividing such sum by two.

To Plainfield: A portion of the whole expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the population of the Town of Plainfield bears to the total of the population of the towns of Ashfield and Plainfield, and by (2), computing the ratio which the sum of the enrollments of pupils at the Ashfield Plainfield district school(s), resident in the Town of Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years, bears to the sum of enrollment of pupils at the Ashfield and Plainfield district school(s), resident in the towns of Ashfield and Plainfield, as determined by the census of pupils at said school(s) each October 1 for the five most recent years; and by summing both ratios ((1)+(2)), and dividing such sum by two.

**(2) Buckland, Colrain, Shelburne**

Capital costs incurred prior to July 1, 1993 by the Buckland-Colrain-Shelburne Regional School Committee and all capital costs incurred July 1, 1993 and thereafter by the committee and associated with grades Kindergarten to six, inclusive, of the District school or schools serving the pupils from the towns of Buckland, Colrain and Shelburne shall be apportioned to the towns of Buckland, Colrain and Shelburne as follows:

1. Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Buckland Colrain Shelburne Regional School District or the Committee to finance expenses in the nature of capital outlay for the purpose of construction at the site of, or reconstruction to, the Colrain Central School or upon any premises as may be leased to the Mohawk Trail Regional School District by the town of Colrain, shall be borne by the Town of Colrain.
2. Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Buckland Colrain Shelburne Regional School District or the Committee to finance expenses in the nature of capital outlay for the purpose of construction at the site of, or reconstruction to, the Buckland Shelburne Regional School or upon any Premises as may be purchased by the Mohawk Trail Regional School District for the purpose of providing facilities primarily for the education of Buckland and Shelburne pupils only shall be borne by the Towns of Buckland and Shelburne in the manner following:

To Buckland: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Buckland Colrain Shelburne School District or the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing ratio which the sum of the enrollments of pupils at the Buckland Shelburne Regional school, resident in the Town of Buckland, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at the said district school, resident in the towns of Buckland and Shelburne, as determined by the census of pupils each October 1 for the five most recent years; and by (2) expressing such ratio as a percentage.

To Shelburne: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Buckland Colrain Shelburne Regional School District or the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one per-cent calculated as follows: By (1), computing the ratio which the sum of the enrollments of pupils at the Buckland Shelburne Regional school, resident in the Town of Shelburne, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at said district school, resident in the towns of Buckland and Shelburne, as determined by the census of pupils each October 1 for the five most recent years; and by (2) expressing such ratio as a percentage.

(3) Capital costs incurred prior to July 1, 1993 by the Town of Heath and all capital costs incurred July 1, 1993 and thereafter by the Committee and associated with grades Kindergarten to six, inclusive, of any District school or schools which may be constructed by the Committee to serve pupils from the Town of Heath shall, after deducting any receipts from the Commonwealth or other revenue source relating

thereto, be assessed to the Town of Heath. Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Mohawk Trail Regional School District or the Committee to finance expenses in the nature of capital outlay for the purpose of construction at the site of, or reconstruction to, the Heath Elementary School or upon any Premises as may be purchased by the Mohawk Trail Regional School District for the purpose of providing facilities primarily for the education of Heath pupils only shall be borne by the Town of Heath.

(4) Nothing in this section shall be construed to prevent the member towns from amending this Agreement and modifying and/or altering the above designated schedules of apportionment of capital costs in the event subsequent school construction or reconstruction results in a change of grade level or town assignments to the District schools.

**(F) Apportionment of Capital Costs Grades 7-12**

Capital costs incurred after July 1, 1982 and prior to July 1, 1993 shall be apportioned to the member towns annually for the ensuing fiscal year as follows:

Ashfield	13.4%
Buckland	21.8%
Charlemont	11.2%
Colrain	18.4%
Hawley	3.1%
Heath	4.9%
Plainfield	4.6%
Shelburne	22.6%

Capital costs represented by debt service shall be apportioned as a capital cost of the year in which the debt service falls due.

Capital costs incurred July 1, 1993 and thereafter shall be apportioned to the member towns annually for the ensuing fiscal year as follow:

- (1) Each member town's share of capital costs associated with the District High School for each capital project shall be apportioned to the member towns on the basis of their respective pupil enrollments at said school. Each member town's share shall be determined by computing the ratio which that town's average pupil enrollment at said school on October 1 of each of the five years next preceding the first year for which the apportionment is determined bears to the total average pupil enrollment from all member towns at said school for the same

five year period. In the event that enrollment at District High School has not been accomplished by October 1, capital costs shall be determined on the basis of enrollment in grades seven through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

- (2) Each member town's percentage share to the nearest one tenth of one percent will remain in effect for the term of the debt for each capital project.

**(G) Apportionment of Operating Costs**

Operating costs for the first fiscal year next following the effective date of Chapter 371 of the Acts of 1993 (See attachment) 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 shall be determined by computing the ratio which that town's average pupil enrollment in the District schools on October 1 of each of the five years next preceding the year for which the apportionment is to be determined bears to the total average pupil enrollment from all member towns in the regional District schools for the same five year period, as more fully set forth in Subsection IV(H) below. In the event that enrollment in the regional District schools has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades kindergarten through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

**(H) The apportionment of operating costs shall be determined in accordance with the following procedure:**

First: The Committee shall determine the proportion of the annual budget representing costs associated with the provisions of services to grades seven through twelve and the proportion representing costs associated with all other services including services to grades kindergarten through six.

Second: The Committee shall determine the average enrollment share of each member town in grades seven through twelve, inclusive. For this purpose, average enrollment share shall equal, for each member town, its five-year average proportionate share of total student enrollment in the district schools for grades seven through twelve, as of October 1 in each of the five years immediately preceding the year for which such allocation is to be made.

Third: The Committee shall apportion costs of grades seven through twelve, inclusive, to the Towns of Hawley and Charlemont in direct proportion to each town's five-year average share of student enrollment in grades seven through twelve, inclusive.

Fourth: The total budget, less the shares allocated to the Towns of Hawley and Charlemont, shall be apportioned among the district's six remaining member towns on the basis of each member town's five-year average student enrollment share. For purposes of this calculation, average enrollment share,

for each of the K-12 Member Towns shall be based on its five year average proportionate share of total student enrollment in the district schools.

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

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

August 1	16.25%
October 1	36.25%
December 1	50.00%
February 1	67.50%
April 1	87.50%
May 1	100.00%

**(J) Special Funds**

The District School Committee shall not interfere with a town’s or Local Education Council’s use of trust funds or other special funds, including separate town meeting articles, intended for the enhancement of the educational opportunities for that town’s pupils. The operations budget shall not be reduced by the receipt of such funds.

**SECTION V**

**NOTICE TO MEMBER TOWNS OF AUTHORIZATION TO INCUR DEBT**

Within seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, the said Committee shall cause written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, to be given to the board of selectmen of each member town, in accordance with Chapter 71, Section 16(d) of the General Laws.

**SECTION VI**

**BUDGET**

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

On or before February 8<sup>th</sup>, the Committee shall annually prepare a tentative maintenance and operating budget for the next fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable

under the following classifications of expenses and such other classifications as may be necessary:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Retirement and Debt Service
9. Programs with Other Districts and Private Schools

Copies of such tentative budget shall be mailed to the chairperson of the Board of Selectmen and finance committee of such town.

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

The Committee shall on or before March 1 in each year adopt an annual maintenance and operating budget for the next fiscal year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV(E) and IV(F) and with the provisions of sub-section IV(G), provided however, that the Committee shall adopt said annual maintenance and operating budget for the next fiscal year 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 not later than March 1, and further provided that said annual maintenance and operating budget need not be adopted prior to January 18. The amounts so apportioned for each member town shall, within twenty days from the date on which the annual budget is adopted by the regional school district committee, and not later than March 10, be certified by the district treasurer to the treasurers of the member towns.

**(C) High School Operating and Maintenance Budget for the purpose of Determining Tuition**

For the purposes of determining tuition, the High School Operating and Maintenance Budget is defined as that portion of the budget relating to expenditures for high school level pupils in grades seven through twelve, inclusive. Budget lines for shared high school and elementary school costs, including but not limited to Administration and Transportation, shall be apportioned by computing the ratio which the grades 7-12 average pupil enrollment in the regional district on October 1 of each of the five years next preceding the year for which the apportionment is determined bears to the total average pupil enrollment from all member towns in the regional school district for the same five year period. The High School Operating and Maintenance Budget shall not include any cost for capital debt retirement or debt service.



For purposes of voting on the annual budget by the member towns, the approval of the District's annual budget by the town meetings of each K-12 Member Town shall constitute two "units" towards approval or disapproval of the annual district budget, while Hawley and Charlemont shall have one "unit" each, with a total of ten units needed to approve the annual budget.

## **SECTION VII**

### **FISCAL YEAR**

This fiscal year or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word year or fiscal year as it relates in the Agreement to a fiscal or budget year shall mean the fiscal year of the District.

## **SECTION VIII**

### **TRANSPORTATION**

School transportation shall be provided by the District, in accordance with state law, and the cost thereof shall be apportioned to the member towns as an operating cost.

## **SECTION IX**

### **EDUCATION OF PUPILS FROM THE TOWN OF ROWE**

#### **(A) Special Education Pupils from the Town of Rowe**

The Committee shall provide for the education of all pupils from the Town of Rowe in grades seven through twelve who are entitled to attend the District High School irrespective of the specific and particular educational needs of any pupil from said Town of Rowe, and irrespective of whether such education for any pupil from said Town of Rowe is provided at the District High School or at any other school as may be approved by said Committee.

#### **(B) Transportation of Pupils from the Town of Rowe**

The Committee shall provide for the transportation of pupils from the Town of Rowe who are entitled to attend the District High School, to and from said District High School to the extent that such transportation is provided for pupils from member towns who are entitled to attend said District High School. The Committee shall provided for the transportation of pupils from the Town of Rowe who are entitled to attend the District High School, to and from any other school as may be approved by said Committee to the extent that such transportation is provided for pupils from member towns who are entitled to attend said District High School, to and from any other school as may be approved by said Committee.

The Town of Rowe shall bear the cost of transportation for elementary pupils attending the Rowe elementary school.

**(C) Tuition Basis for Pupils Grades 7-12 from the Town of Rowe**

The cost of tuition to the District High School for each pupil in grades seven through twelve who attends the District High School or any other school as may be approved by the Committee, and who resides in the Town of Rowe shall be paid by said Town of Rowe to the District during the fiscal year when each such pupil is actually in attendance. The basis of the cost of tuition to the District High School or any other school as may be approved by said Committee for each fiscal year shall be established as follows: The total Maintenance and Operating Budget for said District High School as defined in Subsection VI(D) of this Agreement, for that fiscal year, reduced by the anticipated amounts of receipts from the Commonwealth of Massachusetts to be used by the Committee to defray such budgeted maintenance and operating charges for that fiscal year, and further reduced by the anticipated amounts of surplus revenue from the District treasury to be used by the Committee to defray such budgeted maintenance and operating charges for that fiscal year, and further reduced by the amounts received from towns paying tuition to the district, consistent with the terms of Subsection III(F) of this Agreement; the balance (viz. the net operating and maintenance budget for said fiscal year) to be divided by the total enrollment of pupils in the District High School from member towns as of October 1 of the previous fiscal year and the resulting balance further divided by one and one-tenth (1.1); the final balance to equal the cost of tuition for one pupil for one complete school year.

**(D) Reduction of the Cost of Tuition for Pupils Resident in the Town of Rowe**

In the event the Committee reduces the net operating and maintenance costs assessed to the member towns for any fiscal year, by reduction of the Operating and Maintenance Budget for said fiscal year or by the application of additional amounts of revenue, irrespective of the source thereof, to reduce the net operating and maintenance costs assessed to said member towns for that fiscal year, the cost of tuition to the Town of Rowe for the education of its pupils during said fiscal year shall be likewise reduced in accordance with the provisions of Subsection IX(D).

**(E) Schedule of Payment of Tuition Costs by the Town of Rowe**

The Town of Rowe shall pay for the tuition of its pupils to the District High School, or any other school as may be approved by the Committee, such amounts as are in accordance with the provisions of Subsection IX (D), and shall make such payments twice each fiscal year at the following time: 1) not later than January 31 of each fiscal year; 2) not later than June 30 of each fiscal year.

**(F) Payment of Capital Costs by the Town of Rowe**

The Town of Rowe shall have the opportunity to pay a portion of capital costs as defined in Subsection IV (B) for capital projects at District High School. The Committee shall negotiate the rate of a voluntary contribution with the Rowe School Committee at the time of each capital project.

**(G) Representation on the Committee**

The School Committee of the Town of Rowe may appoint one of its members to represent the Town of Rowe at meetings of the Committee. The Committee shall allow such representative all powers of discussion, debate and deliberation including, but not limited to, participation in such meetings of the Committee while in executive session, but such representative shall not have the power to vote on any matter which comes before the Committee.

**(H) Administrative Support Services for Rowe Pupils Grade K-6**

The Town of Rowe shall have the opportunity to utilize the services of the Superintendent of Schools and central administration, and Director of Pupil Services who also directs special education, for administration of the Rowe Elementary School and bear the costs thereof.

**(I) Distribution of Assets in the Event of Dissolution of the District**

In the event of the dissolution of the District, its assets shall be distributed to the member towns and the Town of Rowe on the basis of each town's respective aggregate payment of capital cost to the District.

**SECTION X**

**LOCAL EDUCATION COUNCILS**

**(A) Composition**

Massachusetts General Laws Chapter 71, Section 59C (as added by Section 53 of Chapter 71 of the Acts of 1993) mandates that "there shall be a school council consisting of the school principal, who shall co-chair the council; parents of students attending such school who shall be selected by the parents of students attending such school who will be chosen in elections held by the local recognized parent teacher organization under the direction of the principal, or if none exists, chosen by a representative process approved by the school committee. Said parents shall have parity with professional personnel on the school councils; teachers who shall be selected by the teachers in such school, other persons, not parents or teachers of students at the school, drawn from such groups or entities as municipal government, business and labor organizations, institutions of higher education, human services agencies or other interested groups; and for schools containing any of the grades nine to twelve, at least one student; provided, however, that not more than fifty percent of the council shall be non-school members. The principal, except as otherwise provided herein, shall have the responsibility for defining the composition of and forming the group pursuant to a representative process approved by the superintendent and school committee and for convening the first meeting no later than forty days after the first day of school, at which meeting a co-chairman shall be selected. School councils should be broadly representative of the racial and ethnic diversity of the school building and community. For purposes of this paragraph the term "non-school members" shall mean those members of the council, other than parents, teachers, students and staff of the school." The school council shall conduct business and fulfill its responsibilities as determined by statute herein and as amended.

**(B) Powers and Duties**

Each Local Education Council shall have authority, consistent with state law and district policy, to advise the Committee on matters affecting education, in their respective schools.

**SECTION XI**

**AUTHORIZATION TO LEASE AND/OR PURCHASE CERTAIN BUILDINGS  
AND LAND TO THE DISTRICT**

**(A) Authorization to Lease**

The inhabitants of the member towns jointly authorize the District to enter into a lease agreement or agreements and execute the same on the behalf of the District for any building or buildings and land used for the purpose of education and educational administration within the District, and upon such conditions and requirements as the Committee may deem advisable or expedient.

By acceptance of amended agreement the inhabitants of each member town hereby authorizes its Board of Selectmen to lease the following properties to the District:

1. The inhabitants of Colrain shall lease the Colrain Central School to the District for the sum of one dollar annually, for an initial term of twenty years, with an option for an extension for an additional twenty years, and upon such further terms as the parties thereto shall later specify.
2. The inhabitants of Heath shall lease the Heath school to the District for the sum of \$1.00 annually, for an initial term of twenty years, with an option for an extension of an additional twenty years, and upon such further terms as the parties thereto shall later specify.

The leases shall contain provisions for an extension in accordance with the provisions of Section 14C of Chapter 71 of the Massachusetts General Laws, as amended. The District shall administer all expenses for maintaining, operating, improving and expanding such buildings, facilities and grounds and keeping them in good repair during the terms of the leases.

**(B) Authorization to Purchase**

The inhabitants of all member Town shall authorize the District to purchase the following named buildings with appurtenant lands, for the price of one dollar each, such purchase to be executed prior to assumption of jurisdiction by the District, but not later than one year after the effective date of K-12 regionalization, with costs to be assessed to Buckland and Shelburne.

1. The inhabitants of Buckland and/or Shelburne shall authorize the sale of Buckland Shelburne Regional School by the Buckland Colrain Shelburne Regional School Committee. (Transaction Completed and Recorded: Book 3019, pg. 117; Quitclaim Deed from BCS to Mohawk Trail Regional School Committee.)

## **SECTION XII**

### **TRANSFER OF ASSETS**

The District shall purchase all tangible personal property from the following named elementary regional school districts:

1. For one dollar – all tangible personal property of Ashfield Plainfield Regional School District.
2. For one dollar – all tangible personal property of the Buckland Colrain Shelburne Regional School District.

The Committee shall receive all intangible personal property (i.e. grants, funds, monies, excess and deficiency revenues, etc. – including accounts receivable) from the Ashfield Plainfield Regional School District and the Buckland Colrain Shelburne Regional School District:

1. The Treasurer of the District shall receive and deposit in the name of the District from the above named elementary regional school districts such stated funds.
2. Such intangible personal property that is restricted and encumbered (i.e. funds for revolving accounts, grants, etc.) shall be transferred with such encumbrances and restrictions pertaining to function, but shall not be further encumbered by restriction to school unless provisions of grant require the same.
3. All unrestricted and unencumbered intangible personal property shall be transferred and paid to the District without any encumbrance or restriction of any kind.

## **SECTION XIII**

### **TRANSFER OF CERTAIN LIABILITIES**

The Committee shall assume certain specific named liabilities and debts as transferred by elementary regional committees, as follows:

1. Debt of Buckland Colrain Shelburne Regional School District Committee in the original amount of \$280,000 incurred for a ten year term on August 15, 1988 for funding of the roof replacement at the Buckland Shelburne Regional School.
2. Debt of the Buckland Colrain Shelburne Regional School District Committee in the original amount of \$100,000 incurred for a five year period on November 1, 1989 for funding of modular classroom at Colrain Central School.
3. All other obligations of the several districts not specified as principal and interest payments shall be assumed by the District.

## **SECTION XIV**

### **AMENDMENTS**

#### **(A) Limitation**

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

#### **(B) Procedure**

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XVI), may be initiated by a vote of a majority of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signature in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be a majority vote at a town meeting as aforesaid.

## **SECTION XV**

### **ADMISSION OF ADDITIONAL TOWNS**

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

## **SECTION XVI**

### **WITHDRAWAL**

#### **(A) Limitations and Procedure with Indebtedness to the District**

The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such town may withdraw from the district, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect, and (2) that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.

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

**(B) Limitation and Procedure with no Indebtedness to the District**

Any member town may withdraw from the District when its share of the District's bonded and other indebtedness has been paid in full. Any member town whose share of the District's bonded and other indebtedness has been paid in full may withdraw from the District by a majority vote in annual town meeting of that town, said withdrawal to be effective upon the completion of the fiscal year next following the then current fiscal year.

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

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

**(D) Payments of Certain Capital Costs Made by a Withdrawing Town**

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for 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 XVII**

## **DISSOLUTION OF THE DISTRICT**

In the event of the dissolution of the District, those revenues existing or receivable, real or other properties, fixed or other tangible assets and materials owned by or in the possession of the District as of the date of the District ceases to exist, shall be distributed and/or paid to those towns who were member towns one day prior to the date of such dissolution, upon a schedule of apportionment of distribution and/or payment to be fixed upon the relative respective contributions of operating and capital costs by the member towns to the regional school district, while a member town of the regional school district. Nothing in this section shall be construed to substantially impair the rights and obligations of the District, or its member towns to pay all outstanding indebtedness of the District as set forth in Section XVI of this Agreement.

## **SECTION XVIII**

### **JURISDICTION**

(A) The approval of this amended Agreement shall not affect the obligation of the member towns and regional elementary school districts to provide education in grades kindergarten through six until such time as the Committee shall assume jurisdiction over education of the pupils in grades kindergarten through six.

(B) The assumption of jurisdiction by the District of education in grades K-12 is hereby confirmed.

## **SECTION XIX**

### **EFFECTIVE DATES**

This amended Agreement shall take full effect in accordance with its terms upon the effective date of Chapter 371 of the Acts of 1993, shall be confirmed by further special legislation, and shall supersede the District Agreement executed as of the 4<sup>th</sup> day of February, 1964 as heretofore amended.

## **SECTION XX**

### **LEGISLATIVE ACTS - ATTACHMENTS**

#### **A) AN ACT VALIDATING AND CONFIRMING AN AMENDMENT TO THE AGREEMENT ESTABLISHING THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT**

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*



SECTION 1. The amendment to the agreement establishing the Mohawk Trail regional school district restating that agreement in its entirety, as adopted by the Mohawk Trail regional district school committee on December 13, 1995, is hereby validated, confirmed and made effective for all purposes in accordance with its terms.

SECTION 2. All action heretofore taken by the Mohawk Trail regional district school committee and each of the Mohawk Trail regional school district's member towns with respect to the adoption of a budget or budgets for the fiscal year beginning July 1, 1995 is hereby approved and confirmed.

Section 3. This act shall take effect upon its passage.

**B) CHAPTER 371. AN ACT EXPANDING THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT TO A KINDERGARTEN THROUGH TWELVE REGIONAL SCHOOL DISTRICT.**

*Whereas*, the deferred operation of this act would tend to defeat its purpose, which is to expand immediately the Mohawk Trail Regional School District to a kindergarten through grade twelve regional school district, therefore it is hereby declared to be a public emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted, etc., as follows:*

Notwithstanding the provisions of the Mohawk Trail regional school district agreement or any general or special law to the contrary, said district shall be expanded to a kindergarten through grade twelve regional school district encompassing the towns of Ashfield, Buckland, Colrain, Heath, Plainfield, and Shelburne and shall operate according to the regional school agreement voted upon prior to July first, nineteen hundred and ninety-three by said towns except where this legislation expressly grants exemptions. Said towns shall receive additional state aid pursuant to section sixteen D of chapter seventy-one of the General Laws. The Hawlemont Regional School District shall remain a kindergarten through grade six regional school district encompassing the towns of Charlemont and Hawley operating under their existing regional school agreement. The towns of Charlemont and Hawley shall be members of the expanded Mohawk Trail Regional School District only for grades seven through twelve and shall not incur any additional costs as a result of the expansion of the Mohawk Trail Regional School District pursuant to this act. The towns of Charlemont and Hawley shall not be eligible for any increase in additional state aid for grades kindergarten through six pursuant to said section sixteen D of said chapter seventy-one as a result of the expansion of the Mohawk Trail Regional School District pursuant to

this act. The towns of Charlemont and Hawley shall be exempt from that portion of any capital expenditure, operating expenditure or debt incurred by grades kindergarten through six, inclusive, within the expanded Mohawk Trail Regional School District.

The Ashfield-Plainfield Elementary Regional School District, the Buckland-Colrain-Shelburne Regional School District and Union 65 shall thereby be dissolved upon the formation of the Mohawk Trail Kindergarten Through Twelve Regional School District.

The rights of the town of Rowe will be guaranteed as per the Mohawk Trail regional school district agreement in effect prior to this act.

Approved December 31, 1993.