

MOHAWK TRAIL REGIONAL SCHOOL DISTRICT

**REGIONAL DISTRICT AGREEMENT
Adopted by MTRSD Towns May-June 2018**

Approved by the Commissioner of Elementary and Secondary Education:
October 25, 2022

Pre-K-12 MOHAWK TRAIL REGIONAL DISTRICT AGREEMENT

TABLE OF CONTENTS

SECTION I

THE REGIONAL DISTRICT SCHOOL COMMITTEE..... 5
(A) Composition 5
(B) Elected Members 5
(C) Vacancies 5
(D) Organization 5
(E) Powers and Duties 6
(F) Voting 6
(G) Voting Weights 6
(H) Quorum 6

SECTION II

TYPE OF REGIONAL DISTRICT 6

SECTION III

PUPILS 7
(A) Pupils Entitled to Attend the Regional High School 7
(B) Pupils Entitled to Attend the Regional Elementary Schools 7
(C) Pupils with Special Needs 8
(D) Reassignment of Pupils 8
(E) Vocational and Trade School Pupils 8
(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 Pre-K-6..... 10
(F) Apportionment of Capital Costs Grades 7-12 12
(G) Apportionment of Operating Costs 13
(H) Apportionment of Operating Costs Procedure 13
(I) Times of Payment of Apportioned Costs 14
(J) Special Funds 14

SECTION V

NOTICE TO MEMBER TOWNS OF AUTHORIZATION TO INCUR DEBT 14

SECTION VI

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

SECTION VII

FISCAL YEAR 16

SECTION VIII

TRANSPORTATION 16

SECTION IX

LOCAL EDUCATION COUNCILS 16
(A) Composition 16
(B) Powers and Duties 17

SECTION X

AUTHORIZATION TO LEASE AND/OR PURCHASE CERTAIN BUILDINGS 17
(A) Authorization to lease 17
(B) Authorization to Purchase 17

SECTION XI

AMENDMENTS 18
(A) Limitation 18
(B) Procedure 18
(C) Commissioner of Elementary and Secondary Education..... 18

SECTION XII

ADMISSION OF ADDITIONAL TOWNS 19

SECTION XIII

WITHDRAWAL..... 19
(A) Limitations and Procedure with Indebtedness to the District..... 19
(B) Limitation and Procedure with no Indebtedness to the District 20
(C) Cessation of Terms of Office of Withdrawing Town’s Members..... 20
(D) Payments of Certain Capital Costs Made by a Withdrawing Town 20

SECTION XIV

DISSOLUTION OF THE DISTRICT 20

SECTION XV

EFFECTIVE DATE..... 20

SECTION XVI

LEGISLATIVE ACTS-ATTACHMENTS.....21

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

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”).

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 (hereinafter sometimes referred to as “the District”) shall be vested in and exercised by a Regional District School Committee (hereinafter sometimes referred to as “the Committee”). The Committee shall consist of sixteen (16) elected representatives or members, two (2) from each member town. Members shall serve until their respective successor members are elected and qualified.

(B) Elected Members

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 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 remaining school committee member from the member town involved acting jointly to appoint a Committee 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, 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 regulations 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 Massachusetts General Laws and 603 CMR 41.00 and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law and regulation.

(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 pre-kindergarten through six, exclusively.

(G) Voting Weights

The weighted votes of the Committee members from each town shall be as follows until the next federal decennial census at which time the numbers will be adjusted as set forth above:

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted vote of each Member</u>
Ashfield	2	8.6%
Buckland	2	9.2%
Charlemont	2	6.0%
Colrain	2	8.1%
Hawley	2	1.8%
Heath	2	3.6%
Plainfield	2	3.2%
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 pre-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, currently located on Route 112 in Buckland, Massachusetts.

(B) Pupils Entitled to Attend the Regional Elementary Schools

The pre-K-12 Member Towns are defined as Ashfield, Buckland, Colrain, Plainfield, Heath, and Shelburne. 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 will receive their education in facilities located in the District and will be assigned as follows: Ashfield and Plainfield residents to Sanderson Academy; Colrain and Heath residents to Colrain Central School; and Buckland and Shelburne residents to Buckland Shelburne 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 (other than the Heath Elementary School which was closed as of June 30, 2017) 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 XI.

(C) Pupils with Special Needs

Students with disabilities receiving services under the provisions of Chapter 71B of the General Laws, as amended, shall attend schools as determined through the IEP process.

(D) Reassignment of Pupils

Residents of the pre-K-12 Member Towns in grades pre-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, not including the Hawlemont Regional School District and/or the Rowe Elementary School, 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. Such towns shall be responsible for the education of such pupils at such out-of-district schools in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereto. The cost of tuition for attending such schools shall be borne by the towns wherein the pupil resides.

The Committee, acting on the behalf of these towns, shall furnish transportation services, as needed, for town pupils who attend a trade or vocational school outside the District, and the cost of transportation (when necessary) shall be assessed by the District upon the town wherein the pupil resides. The cost of transportation during a fiscal year shall be assessed to the towns in the same fiscal year at such times and in such manner as the Committee and the towns shall agree. The award of any contract for such transportation services shall be made by the Committee, subject to the advice and consent of the involved towns.

To facilitate these arrangements and promote cooperation between the towns and the Committee, an Advisory Committee shall be appointed each year following annual town elections and the annual reorganization of the Committee. Each town which is not a member of a vocational regional school district shall, by its board of selectmen, appoint one member and one alternate to the Advisory Committee. The Committee, by its chair, shall appoint one member and one or more alternates to the Advisory Committee. The Advisory Committee shall have five voting members, each member to have one vote.

(F) Admission of Pupils Residing Outside the District

Pursuant to Chapter 371 of the Acts of 1993, the Committee shall accept for enrollment in the District Middle/High School, all pupils from the Town of Rowe in grades seven through twelve on a tuition basis and upon such terms as are set forth in the tuition agreement entered into by the Committee and the Rowe School Committee. Such pupils shall include all Rowe pupils who are entitled to attend the District Middle/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 (note: Rowe shall be financially responsible for resident pupils who choose to attend a vocational school). 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

Choice 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. Instructional capital expenditures which qualify under net school spending are not included under capital costs, and instead are included as an operating cost.

(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 pre-K-6

(a) Costs associated with the operation of grades pre-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 by the Committee and associated with grades pre-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.

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

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

(1) Ashfield, Plainfield

Capital costs incurred by the Committee and associated with grades pre-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 (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016); 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 (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016); and by summing both ratios ((1)+(2)), and dividing such sum by two.

(2) Buckland, Shelburne

Capital costs incurred by the committee and associated with grades pre-Kindergarten to six, inclusive, of the District school or schools serving the pupils from the Towns of Buckland and Shelburne shall be apportioned to the Towns of Buckland and Shelburne as follows:

To Buckland: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by 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 Elementary 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 (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016); 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 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 Elementary 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 (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016); and by (2) expressing such ratio as a percentage.

(3) Colrain, Heath

Effective commencing with Fiscal Year 2023, new capital costs incurred by the committee and associated with grades pre-Kindergarten to six, inclusive, of the District school or schools serving the pupils from the Towns of Colrain and Heath shall be apportioned to the Towns of Colrain and Heath as follows:

To Colrain: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one percent calculated as follows: By (1), computing the ratio which the sum of the enrollments of pupils at the Colrain Center School, resident in the Town of Colrain 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 Heath and Colrain, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation); and by (2) expressing such ratio as a percentage. Until five years of data becomes available, the most recent years of data shall be used to determine said ratio.

To Heath: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee on or after July 1, 2022 consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one percent

calculated as follows: By (1), computing ratio which the sum of the enrollments of pupils at the Colrain Central School, resident in the Town of Heath, 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 Colrain and Heath, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation); and by (2) expressing such ratio as a percentage. Until five years of data becomes available, the most recent years of data shall be used to determine said ratio.

(4) The Heath Elementary School Building was returned to the Town of Heath on July 1, 2017, and the Lease between the parties terminated as of said date. In exchange for termination of the lease, the District paid to the Town of Heath a total sum of \$240,000.00. Any outstanding debt payments associated with the Heath Elementary School shall remain the responsibility of the Town of Heath, and the Town of Heath shall continue to be assessed for said debt in accordance with the terms of this Agreement.

(5) Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by 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 Towns of Colrain and Heath, as provided in Section E. (3), above.

(6) 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 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 the 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 (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016), 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 pre-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 pre-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 pre-K-12 Member Towns shall be based on its five year average proportionate share of total student enrollment in the district schools (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016).

(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(B), 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 at the pre-K-6 grades only. 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 8th, 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
10. Transportation

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 (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015

and October 1, 2016). The High School Operating and Maintenance Budget shall not include any cost for capital debt retirement or debt service.

(D) Vote on the Annual Budget

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 pre-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

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 “At each public elementary, secondary and independent vocational school in the commonwealth 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 including those from school age child care programs; and for schools containing any of the grades nine to twelve, at least one such 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 X

**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 the amended Agreement the inhabitants of each member town hereby authorize their boards 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.

Each lease 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 towns 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 pre-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 XI
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 of this Agreement, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XIII), 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.

(C) Commissioner of Elementary and Secondary Education

Any amendment to the Agreement must be approved by the Commissioner of Elementary and Secondary Education.

SECTION XII
ADMISSION OF ADDITIONAL TOWNS

By an amendment of this Agreement adopted under and in accordance with Section XI 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. Pursuant to 603 CMR 41.03(2), all approvals, including but not limited to approval by the Commissioner

of Elementary and Secondary Education, must be in place prior to December 31 for the agreement to be effective on the following July 1.

SECTION XIII

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, including but not limited to Other Postemployment Benefits (OPEB) and/or pension liabilities, 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 vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection XI(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. Pursuant to 603 CMR 41.03(2), all approvals, including but not limited to approval by the Commissioner of Elementary and Secondary Education, must be in place prior to December 31 for the agreement to be effective on the following July 1.

(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, and it has reached an executed written agreement with the District regarding payment to the District for all OPEB and/or pension liabilities. Any member town whose share of the District's bonded and other indebtedness has been paid in full, and that has reached an agreement with the District regarding OPEB and/or pension liabilities, 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 and voting weights adjusted 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 XIV

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. The final reconciliation shall be confirmed by an audit. 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 XIII of this Agreement.

SECTION XV

EFFECTIVE DATE

This amended Agreement shall take full effect in accordance with its terms on July 1, 2022 and shall supersede the prior District Agreement, including any prior amendments.

SECTION XVI

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.