

Warrant Article 17 FULL WORDING  
May 8, 2017

To see if the Town will vote to accept the addition of the Town of Rowe as a 7-12 member of the District effective July 1, 2018 by making the following amendments to the Mohawk Trail Regional Agreement (note: the amendments below are to be effective July 1, 2018):

Strike the following language in the Preamble:

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.

and replace said language with the following:

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, Shelburne, and Rowe (hereinafter sometimes referred to as member towns, is hereby further amended in its entirety to read as hereinafter set forth.

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Strike the following language in Section I(A):

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.

and replace said language with the following:

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 eighteen (18) elected members, two (2) from each town. Members shall serve until their respective successor members are elected and qualified.

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Strike the following language in Section I(B):

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.

and replace said language with the following:

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.

At the 2018 annual town elections in the Town of Rowe, two school committee members will be elected. The school committee member who receives the largest number of votes will serve a term of three years, and the school committee member who receives the second largest number of votes will serve a term of two years. Upon the expiration of the initial term of office, each member shall serve on the Committee for a term of three years as stated above.

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.

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Strike the following language in Section I(F):

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.

and replace said language with the following:

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, Charlemont, and Rowe will not vote on any matters that the Committee determines to concern the operation of grades kindergarten through six, exclusively.

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Strike the following language in Section I(G):

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%

and replace said language with the following:

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	9.4%
Charlemont	2	6.2%
Colrain	2	8.2%
Hawley	2	1.7%
Heath	2	3.5%
Plainfield	2	3.2%
Shelburne	2	9.3%

The above weighted votes of the Committee members shall remain in effect until the new school committee of eighteen (18) members is reconstituted after the Town of Rowe becomes a 7-12 member of the District. After the reconstitution of the Committee, the weighted votes of the Committee members from each town shall be as follows until the next federal decennial census as provided above.

<b>Member Towns</b>	<b>Number of Members</b>	<b>Weighted vote of each Member</b>
Ashfield	2	8.2%
Buckland	2	9.0%
Charlemont	2	6.0%
Colrain	2	7.9%
Hawley	2	1.6%
Heath	2	3.3%
Plainfield	2	3.1%
Rowe	2	1.9%
Shelburne	2	9.0%

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Strike the following language in Section III(A):

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.

and replace said language with the following:

Residents of the member towns will be eligible to attend school at the Mohawk Trail Regional High School, located on Route 112 in Buckland, Massachusetts.

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Strike the following language in Section III(F):

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.

and replace said language with the following:

The Committee may accept for enrollment in the regional district schools pupils from towns 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.

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Strike the following language in Section IV(H):

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.

and replace said language with the following:

Third: The Committee shall apportion costs of grades seven through twelve, inclusive, to the Towns of Hawley, Charlemont, and Rowe 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, Charlemont, and Rowe 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 (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).

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Strike the following language in Section VI(C):

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.

and replace said language with the following:

**(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 K-12 Member Town shall constitute two "units" towards approval or disapproval of the annual district budget, while 7-12 member towns shall have one "unit" each, with a total of ten units needed to approve the annual budget.

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Strike the entirety of Section IX as follows, and renumber the remaining Sections:

**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.

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Add the following to Section XIV as a new subsection (C):

**(C) Commissioner of Elementary and Secondary Education**

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

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Add the following to Section XV:

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.



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Add the following to the last paragraph of Section XVI(A):

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.

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