

**HAWLEMONT REGIONAL SCHOOL DISTRICT**

**REGIONAL DISTRICT AGREEMENT**

**Adopted \_\_\_\_\_, 2020**

Approved by the Commissioner of Elementary and Secondary Education:

\_\_\_\_\_, 2020

\_\_\_\_\_  
Commissioner of Elementary and Secondary Education

Dated: \_\_\_\_\_

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**AGREEMENT BETWEEN THE TOWNS OF CHARLEMONT, HAWLEY, AND  
HEATH, MASSACHUSETTS WITH RESPECT TO THE PRE-K-6 REGIONAL  
SCHOOL DISTRICT**

The Agreement entered into pursuant to Chapter 71 of the General Laws, as amended, among the Towns of Charlemont, Hawley, and Heath (hereinafter 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 six (6) elected representatives or members, two (2) from each member town (i.e., Hawley, Charlemont, and Heath), elected in that Town’s local elections. In accordance with Section 14E(1) of Chapter 71 of the General Laws, the votes of the representatives of each Member Town shall be weighted in such a manner that each community's representation is apportioned according to its population as determined by the most recent United States census. Members shall serve until their respective successor members are elected and qualified.

**(B) Transition Period**

Effective July 1, 2020, the Town of Heath will become a member of the District. In May of 2020, the Towns of Hawley and Charlemont will reduce their representatives on the current Hawlemont Regional School Committee from three (3) to two (2) by not placing the School Committee seats that would ordinarily be up for election in the May 2020 local elections on the ballot. The Town of Heath will elect two members in its May 2020 local election; initially one will serve for a three year term and the other for a two year term with all subsequent elections, except to fill a vacancy, being for three year terms for all seats.

**(C) Vacancies**

If a vacancy occurs in the Committee, such vacancy shall be filled by the selectmen from the member town involved, or, at the option of the selectmen, by a special election. The individual so appointed or elected will serve until the ordinary expiration of the term he or she filled, at which point a successor will be elected in the ordinary manner.

**(D) Organization**

Following the election and qualification of its new members, the Committee shall, each year at its June meeting, organize and choose a chairperson and a vice chairperson from its own membership. (note: For the year 2020, although the Town of Heath will not formally be a member of the District until July 1st, its duly elected representatives may participate in this organization process as though they were members). 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 chairperson and the vice chairperson 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) Quorum**

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

**(G) Fair Representation for all Member Towns in School Committee Decision-making:**

Notwithstanding anything in Subsections A or F, or any other provision herein, no meeting of the Committee shall convene unless at least one (1) representative from each Member Town is present. Furthermore, no vote of the Committee, except a vote to adjourn, shall be given effect, regardless of its weight or margin, unless at least one representative from each Member Town votes in favor. A vote of abstention is not a vote in favor for purposes of this Subsection.

**SECTION II  
TYPE OF REGIONAL DISTRICT**

The regional district shall include all grades pre-kindergarten through grade six, 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 School**

Residents of the member towns in grades pre-K through six will be eligible to attend school at the Hawlemont Regional Elementary School, currently located in Charlemont, Massachusetts.

**(B)    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.

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

The Committee may accept for enrollment in the regional district pupils from towns other than the member 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.

**(D) 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 or any amendments thereto, or in conformity of any law enacted that supersedes the above.

**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, constructing, reconstructing and adding to buildings, and 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 defined as capital costs in section IV(B) including interest on temporary notes issued by the District in anticipation of revenue.

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

Operating and capital costs of the District, as defined above, associated with grades pre-K to six inclusive, 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.

**(E) Apportionment of Capital Costs**

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, 2020 and thereafter shall be apportioned to the member towns annually for the ensuing fiscal year as follows:

- (1) Each member town's share of capital costs associated with the District 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 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 School has not been accomplished by October 1, capital costs shall be determined on the basis of enrollment in grades pre-K through six 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 (i.e., the above calculation shall be made once for each capital project).

**(F) Apportionment of Operating Costs**

Operating costs effective July 1, 2020 and thereafter shall be apportioned to the member towns in the following manner: First, each Town shall be assessed its minimum contribution. Second, the sum of any operating costs remaining after the minimum contributions of each town have been accounted for shall be apportioned on the basis of the towns' respective pupil enrollments in the regional District School. This shall be determined by computing the ratio which that town's average pupil enrollment in the District School 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 School for the same five year period. (Note: If a member town does not have five years of pupil enrollment in the District, then the calculation shall be based upon the number of years that pupils from that Town attended the District's school irrespective of membership in the District) (note: pre-K enrollment will be included in the calculation beginning in FY21 and will include the data from October 1, 2017 and October 1, 2018). In the event that enrollment in the regional District School 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 six of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

**(G) 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%

**(H) 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. 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) Fair Representation for all Member Towns in Budget Approval:**

Notwithstanding anything in Section 16B of Chapter 71 of the General Laws, or any other provision or law, no budget shall be effective unless approved by the local appropriating authorities of all Member Towns.

**SECTION VII  
FISCAL YEAR**

The 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  
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 XII), may be initiated by a vote of a majority of all the members of the Committee or by a resolution voted at the Town Meeting or Special Town Meeting of one or more Member Towns. 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. The Selectmen of each Member Town (which has not already voted on the proposal) 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.

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

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

**SECTION XI  
ADMISSION OF ADDITIONAL TOWNS**

By an amendment of this Agreement adopted under and in accordance with Section X above, any other town or towns may be admitted to the 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 XII  
WITHDRAWAL**

**(A) Limitations and Procedure for Towns 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 set forth in 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 limitations contained in this sub-section. 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 town meeting, or a special town meeting called for that purpose, an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, by 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 for Towns 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 at its annual or special town meeting, in addition to a paper ballot vote on the same question as was posed at town meeting, to be held no sooner than thirty (30), nor later than sixty (60) days following the aforesaid town meeting. Withdrawal will then 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 XIII  
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 XII of this Agreement.

**SECTION XIV  
EFFECTIVE DATE**

This amended Agreement shall take full effect in accordance with its terms on July 1, 2020, and shall supersede the prior District Agreement, including any prior amendments.

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TEXT OF REQUESTED LEGISLATION

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Notwithstanding anything in sections 14E or 16B of Chapter 71 of the General Laws, or any other provision or law, the towns of Hawley, Charlemont, and Heath shall be permitted, but not required, to form a regional school district and to enter into a regional agreement which includes substantially one or more of the following provisions:

(1) Members of the regional school committee shall be elected from each of the member towns at their local elections.

(2) Regardless of and in addition to any other quorum requirements, no meeting of the regional school committee shall convene unless at least one representative from each member town is present.

(3) No vote of the regional school committee, except a vote to adjourn, shall be given effect, regardless of its weight or margin, unless at least one representative from each member town votes in favor. A vote of abstention is not a vote in favor for purposes of this provision.

(4) Budgets for the regional school district shall require approval by the local appropriating authorities of all of the district's member towns.

(5) Should any other town not named in this Act later be admitted to the regional school district, the provisions of the regional agreement authorized under this Act shall remain lawful and applicable to the entire district, to include the joining town, without need for additional legislation. Should any member town withdraw from the regional school district, the provisions of the regional agreement authorized under this Act shall remain lawful and applicable to the district and to its remaining member towns without need for additional legislation.