



2Districts8Towns

Ashfield, Buckland, Colrain, Heath, Plainfield, Shelburne
Mohawk Trail Regional School District

Hawley, Charlemont
Hawlemont Regional School District

Regional Agreement Analysis

Version (April 10, 2024)

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Purpose.

The purpose of this brief is to provide an overview and simple analysis of the two existing regional agreements for the Mohawk Trail and Hawlemont regional school districts, as well as the Two-District Shared Expense Agreement. This will provide a foundation that identifies similarities, differences, and gaps that exist and may be of consideration as part of the Phase II Sustainability study. As potential models, options and opportunities are explored, implications (changes) to the regional agreements may surface and be required. This exercise also advances the research team's understanding of particulars (such as apportionment methodologies) that are necessary to inform the modeling process.

What is a regional district?

A school district is an administrative unit responsible for managing primary and secondary school services within a defined geographical boundary, defined by one city or town or by multiple municipalities.

As stated in the [Introduction to Regionalization](#), regionalization is a *“political, economic and educational marriage that fulfills a constitutional responsibility to educate children in public schools....It is a process that demands goodwill, compromise and dedication. Most importantly, the process demands the trust of everyone involved albeit a citizen, a parent, or a political leader.”*

A public school district consists of one or more public schools operated under the supervision of an elected or appointed school committee and a superintendent. The majority of school districts serve a single city or town, and are considered a department of the municipal government. **Two or more municipalities can also join together to form a regional school district, which is considered a separate and independent unit of local government.** A regional school district can offer all grades (PreK-12), just certain grades (for example, just elementary grades or just high school), or just certain types of instruction (for example, vocational and technical programs). *Direct citation from [DOR](#).*

What rules and regulations govern a regional district?

Both state law and state regulations outline the legal and organizational structures of regional school districts, as follows:

Laws:

[MGL, chapter 71, section 14-16I](#) — governs all regional districts

Regulations:

[603 CMR 41.00](#)

41.01: Definitions

41.02: Reorganization Procedures

41.03: Department of Elementary and Secondary Education Approval

41.04: Municipal Representatives in Regional School District Collective Bargaining

41.05: Regional School District Budgets

41.06: Excess and Deficiency Funds

41.07: Fiscal Control of Regional School Districts by the Commissioner

What resources exist that support regional schools and the regionalization process?

- [DESE, Regional School District Organization](#) (landing page), includes links to relevant laws and regulations, results of planning studies, professional organizations, guidance documents, and information/statistics.
- [Pathway to Regionalization](#) (Technical Assistance Document), provides overview and describes Phase I and II.
- [Regional Agreement Checklist](#)
- [DESE Presentation](#) (Somerset) on Regional Agreements/Amendments

What is a regional agreement?

A Regional Agreement (RA) – also known as a District Agreement or Regional District Agreement – is the document that establishes a Massachusetts regional school district and outlines how the District will be governed.

What's included (the parts) of a regional agreement?

The basic parts of a regional agreement, which include a recommended (DESE) order, are as follows:

- I. **Regional School District**
 - Type or model of Regional District (grade configuration)
- II. **School Committee**
 - Composition of Regional School Committee
 - Terms of office
 - Voting procedures/voting weights for School Committee members
 - Filling vacancies on the School Committee
 - Electing officers on the School Committee
 - Powers of the School Committee
 - Quorum and supermajority votes
- III. **Students**
 - Assignment, tuition, out-of-district
- IV. **Location of Schools**

- Identify current school facilities
- Ownership (lease) arrangements
- Process to close a school
- V. Budget**
 - Process for budget hearing and approval
 - Procedures for use of budget funds
 - Amendments
 - Payment schedule
- VI. Apportionment of Costs**
 - Operating, transportation, capital
 - Assessment to towns
- VII. Incurring of Debt**
 - Process for approval (16d or 16n)
- VIII. Transportation**
- IX. Amendments**
 - Procedures to change or amend the Regional Agreement
- X. Admission of New Towns**
 - Procedures to withdraw from the region or admit a new member
- XI. Withdrawal of Towns**
 - Obligations
- XII. Annual Report**
 - Updates/documentation to towns
- XIII. Review of Agreement**
 - Requirement to review regional agreement at specified intervals (not a legal requirement)
- XIV. Transition Period**
 - If needed, if a new district is forming allows for statutory transition period

The following section provides a broad overview of the existing two regional agreements.

Analysis of Existing Agreements:

The following section provides an overview of each of the two agreements side-by-side. Additional detail can be gathered by a more detailed reading of each document. This analysis is intended to illustrate *key* agreement elements, surfacing where the agreements are in alignment, or not. Where items are relatively *standard* they are not included. After each of the two regional agreements are compared, the Two-District Shared Expense Agreement summary will follow.

| Area | Mohawk Trail | Hawlemont | Analysis/Questions/Considerations |
|------------------------------|--|---|--|
| Link to full document | HERE Link to proposed amendments, HERE | HERE Lease Agreement, HERE . | None |
| Length | 22 pages | 21 pages | None |
| Last approved | Noted as approved by DESE on October 25, 2022 There are current RA changes proposed pertaining (mostly) to counting students for apportionment purposes. These changes are not approved (they will be considered at town meeting in spring 2024), and are noted below in blue. | Last amendment on May 5, 1992 | <u>Considerations:</u> <ul style="list-style-type: none"> The Hawlemont document is a bit confusing as the original document is followed by amendments including the dissolving and transition to the new Mohawk Trail RSD. Note: this last section was clarified by the Chair as having “failed” thus is not-applicable. |
| Organization | Table of Contents, Section I through XVI (mostly aligned with recommended DESE format) | Organized as a series of amendments that begin in 1952 and end in 1992 Last half of the document (beginning with Amendment 10) is organized into five sections. This amendment was (in effect) the dissolving of | <u>Considerations:</u> <ul style="list-style-type: none"> The MTRSD document more closely conforms with contemporary Regional Agreement Architecture, although there are some updates that could be made and approved by a RAC (regional agreement committee) and in partnership & with approval by DESE. The HRSD document is a bit challenging to read and understand and could use a full redrafting. |

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| | | <p>the district and new relationship with Mohawk Trail. Note: this last section was clarified by the Chair as having “failed” thus is not-applicable.</p> <p>Below, elements will be described as Original (1952) or Amended (dates noted)</p> | <p>Historical language could be retained with a more contemporary layout and architecture. Would require RAC and in partnership & with approval by DESE.</p> <ul style="list-style-type: none"> Some current practices (such as composition & terms of school committee) are not consistent with the RA. The last section of the HRSD document should be removed as it failed by vote and is not applicable. <p><u>Notes:</u></p> <ul style="list-style-type: none"> The HRSD Committee (as reported by the Chair) is undergoing a policy and RA review. The MTRSD Committee has a proposed amendment to the RA pertaining to apportionment of operating funds over required/minimum (to be considered at town meeting, spring 2024) |
| <p>School Committee</p> | <p>SECTION I IA. 16 members (2) from each town IB. 3 year terms IB. Weighted voting (10 year population to 1/10th) IC. Vacancies (by selectboard and remaining member, until next election for balance of term) ID. Voting. Member from Hawley and Charlemont don't vote on matters pertaining to Grades PK-6 IG. Voting weights. Sets member weights by town.</p> <p>Note: Members are elected by residents of their town only, the elections are not district-wide.</p> | <p>Original: 2) Six members, three from each town. 3a,b) Appointed by moderator for one year 3d) Vacancies filled by moderator for remainder of term.</p> <p>Amendments: 1992: Section III - Allows for composition for one year</p> <p>Per Chair (March 2024): HRSD-SC members are elected for a 3 year term, 3 from each town, staggered, and each town votes for their members. This does not appear to be reflected in any RA language.</p> <p>Vacancies (chair reports), go through an election process.</p> | <p><u>Similarities:</u></p> <ul style="list-style-type: none"> Have 2 members from each town. Members are elected by the resident town voters only (this could be clarified in the RA language). Members serve three-year terms. Both have organizational processes (chair, etc.). <p><u>Differences:</u></p> <ul style="list-style-type: none"> MTRSD uses weighted voting, it appears HRSD uses 1 person 1 vote. Vacancies filled by SB/member in MTRSD, vacancies filled by moderator in HRSD. <p><u>Considerations:</u></p> <ul style="list-style-type: none"> HRSD needs to formalize the agreement to reflect current practice in the written agreement. Move School Committee to Section II, per contemporary format. Clarify that elections occur by resident town, are not district-wide. Clarify instances of quorum versus 2/3 vote requirements. |

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| <p>Organization (Type of District)</p> | <p>SECTION II preK through 12</p> | <p>Original: 3) Grades 1-8, school 4) in Charlemont</p> <p>Amendments: 1956: Change 3) to read 6 (result is not a 1-6 district)</p> <p>1969: Amended to include kindergarten (result is K-6 district)</p> | <p><u>Considerations:</u></p> <ul style="list-style-type: none"> • Both could be reorganized to serve as Section I, per contemporary organization. • HRSD could eliminate any historical references in a final, updated version. |
| <p>Students</p> | <p>SECTION III IIIA. All students attend MTR MSHS IIIB. Ashfield and Plainfield to Sanderson; Colrain and Heath to Colrain; Buckland and Shelburne to BSE. IIIB. Assignment can be changed by majority vote of SC and member towns. IIIC. Allows for special education assignment IIID. Temporary reassignment IIIE. Vocational students, tuition and transportation by towns. Requires formation of advisory committee annually to coordinate transport of non-district vocational students. IIIF. Accepts Rowe, grades 7-12 (tuition basis) IIIG. Choice - by election each year</p> | <p>Original: 4) School in Charlemont 12a) Students outside district can attend upon approval and via tuition as determined by Committee</p> | <p><u>Similarities:</u></p> <ul style="list-style-type: none"> • Both identify schools and assignments. • Both allow for attendance from students outside the district. <p><u>Differences:</u></p> <ul style="list-style-type: none"> • MTRSD is much more detailed in identifying choice, vocational, temporary assignment, etc. <p><u>Considerations:</u></p> <ul style="list-style-type: none"> • Update HRSD to clarify and add needed language (choice, temporary assignment, etc.) as appropriate to grade span. • Include language about intra-district choice - whether (and how) students can attend schools that are not their assigned geographic home school. |

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| <p>Apportionment</p> | <p>SECTION IV DEFINITIONS IVA, B, C. Definitions of costs (capital and operating)</p> <p>CAPITAL IVD (1,2). Differentiates apportionment to member towns for 7-12 and pK-6</p> <p>CAPITAL, ELEMENTARY IVD (2, c). Construction of elementary schools apportioned to member towns. IVE (1-3). Capital to Elementary Schools. Two parts: Ratio of total population for partner towns, ratio of school resident (enrolled in schools) population (5 years). Sum both ratios and divide by two. *Note, includes preK enrollment. This covers the school-town pairs of Ashfield-Plainfield, Buckland-Shelburne and Colrain-Health. <i>Colrain-Heath became effective FY23, with most recent data being used until 5 years of data is available.</i> IVE (4). Heath paid \$240,000 for school with remaining debts to Heath. IVE (5). Covers lease (Colrain)</p> <p>CAPITAL, 7-12 IVF (1). Apportioned by pupil enrollments from each member town, October 1, 5 years preceding. Does not use town</p> | <p>Original:</p> <p>DEFINITIONS 5a) Apportionment as capital and operating, definitions of each</p> <p>CAPITAL 5a) Original (Hawley 21%, Charlemont 79%)</p> <p>1992: Section 1 - Repeals adjustment to previous capital costs.</p> <p>OPERATING 5b) Apportioned on per pupil ratio, prior year October 1.</p> <p>Amended: 1987: 5b) Apportion operating as % of town enrollment in schools, five years total, based on October 1 census.</p> <p>Transportation follows this methodology.</p> | <p>Similarities:</p> <ul style="list-style-type: none"> • Both have definitions (that could be lightly clarified). • Both apportionment of operating funds based on resident enrollment in the schools, October 1, five years. (*Note, there is an amendment in MTRSD to move to foundation enrollment as updated apportionment methodology. The proposed language can be linked HERE). <p>Differences:</p> <ul style="list-style-type: none"> • MTRSD is slightly different as they apportion based PK-6 and 7-12 in order to isolate costs to Hawley and Charlemont. • MTRSD apportions capital based on a two part formula that considers town population and the number of students enrolled in the school from the town, October 1, 5 years preceding. • HRSD apportions capital based on a fixed ratio (21:79). A lease agreement was provided by the Chair, HERE. <p>Considerations:</p> <ul style="list-style-type: none"> • Clarify that statutory methodology is used for operating in both districts as per DESE and minimum/required contribution (proposed changes accomplishes this in the MTRSD amendment). • Review additional budget timing language (this should be a modest change if any is needed). • Clarify non-debt capital, as contrasted with debt/borrowing. • HRSD, clarify transportation costs as following operational methodology. • Clarify Total Assessment (capital plus operating plus transportation). |
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| | <p>population as is the case with elementary (two part ratio)</p> <p><u>OPERATING</u> IVG. Operating apportioned based on pupils enrolled from each town, ratio based on five years, October 1. Includes preK IVH. Four steps:</p> <ol style="list-style-type: none"> 1. Annual budget determined PK-6 and 7-12 2. Determine enrollment 7-12, five year average 3. Apportion 7-12 costs to Hawley and Charlemont based on 5 year enrollment (in 7-12) 4. Total budget, less Hawley and Charlemont contribution, apportioned based on pK-12, 5 year average for remaining towns. <p>IVI. Sets timing of payments</p> <p>IVJ. Designates special funds (pK-6 only)</p> <p><u>PROPOSED:</u> IVB (2,3): Added buses to capital costs.</p> <p>IVD (2,c): Eliminated</p> <p><u>CAPITAL, ELEMENTARY</u></p> <p>IVE (1, a/b/c): Changes capital apportionment to FOUNDATION</p> | | |
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| | <p>ENROLLMENT from the resident enrollment in the two part ratio (town population and FOUNDATION enrollment). Note, Colrain retains responsibility for capital/bonds pre 2022.</p> <p>IVE (3 a-e): Adds transition period for capital assessment changes through 2030.</p> <p><u>CAPITAL, 7-12</u></p> <p>IVF (1-2): Same changes for Grades 7-12 to FOUNDATION enrollment from resident enrollment.</p> <p>IVE (3): Adds transition period consistent with elementary grades.</p> <p><u>OPERATING</u></p> <p>IVG: Clarifies that no town can pay less than the minimum required contribution.</p> <p>IVG (1-2, b-d): Changes operating to proportion of FOUNDATION enrollment from resident enrollment</p> <p>IVG (3): Adds transition period through 2030 consistent with capital transition period.</p> | | |
| Debt | SECTION V MGL notice to towns | Debt is referenced throughout document | <p><u>Considerations:</u></p> <ul style="list-style-type: none"> • Move this section to VII, general review of recommended language from DESE. • MTRSD - reference full statute with default methodology (16d or 16n). |

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| | | | <ul style="list-style-type: none"> HRSD - add section to RA. |
| Budget | <p>SECTION VI VIA. Tentative budget by Feb 8th, includes 10 designation categories VIB. Final budget by March 1 (45 days prior to annual town meeting). Can't occur before Jan 18th VIC. Calculation of per pupil for 7-12 for purposes of setting tuition. Does not include debt. VID. Requires two votes in all towns except Hawley & Charlemont (which require one). Each vote is a "unit" with a total of 14 possible, 10 needed to approve the budget (71%).</p> <p>PROPOSED: VIA. Changed to February 15th VIB. Changed to thirty days, no later than March 31 VIC. Adjusts how tuition is determined VIB, D. Updated to statutory language</p> | <p>Original: 10) Approved before Dec 1, Operating budget for ensuing calendar year. Public hearing, no later than Nov 15.</p> <p>Amendments: 1974: 10) On/before Jan 15 Committee shall adopt Operating budget for ensuing calendar year. Public hearing by December 31st 1979: Adoption of Operating-Maintenance budget 45 days prior to annual meeting and not later than March 31st.</p> | <p><u>Similarities:</u></p> <ul style="list-style-type: none"> Both have 45 day requirements with public hearing (HRSD is outdated). Both have reference to tuition, although not perfectly aligned or explained. <p><u>Differences:</u></p> <ul style="list-style-type: none"> Voting in units (14) for MTRSD. MTRSD has dates for a tentative budget, HRSD does not. MTRSD has cost centers, HRSD has some (not all). <p><u>Considerations:</u></p> <ul style="list-style-type: none"> Clarify statutory references throughout this section. Clarify 2/3 vote required. Update HRSD document to reflect additional detail and language. Update HRSD public hearing dates. <p>Updated Considerations:</p> <ul style="list-style-type: none"> The new proposals address some of the statutory gaps. |
| Transportation | <p>SECTION VIII Provided by state law, apportioned as an operating cost.</p> | <p>Original: 5d,e) By town for students, by regional district when deemed necessary, part of operating.</p> <p>Amended: (1962) All transportation</p> | <p>These both appear adequate and HRSD can build into a recrafted document, Section VIII.</p> |

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| | | provided by district as part of operating costs | |
| Local Education Councils | SECTION IX IX A&B. Per state law, provision to guarantee the formation and operation of school councils. | None | <u>Consideration:</u> Do not believe this is necessary, although if the Committee wants to formalize the role of the Councils, it may be woven into particular governance or review processes (such as budget, annual report, etc.) |
| Lease | SECTION X XA (1). Lease of Colrain for \$1, initially for 20 years. XB (2). Sale of BSE to district for \$1. | Brick part of building, belongs to Town of Charlemont. New school structure is owned by the district. Land is partially owned by the town and district. | Both have language about buildings, although the HRSD document is somewhat confusing and could be clarified. Given the changes in district configuration, clarifying these elements would be important. <u>Considerations:</u> <ul style="list-style-type: none"> • Craft a new Section IV that covers location of buildings, ownership, lease, and closure of schools. This may include reference to how “leased” properties are improved (by capital allocation or by act of the host towns). • There should be a procedure for school closures - and this would prove more important if the districts were to combine and there we needed guarantees to assure the ongoing operation of schools. • Lease agreement (HERE) could be reviewed. |
| Amendments | SECTION XI XIB. All amendments (except for withdrawal) can be initiated by SC member majority OR 10% registered voters in any one town. Vote occurs at annual or special town meetings. Requires all towns to approve (by majority vote) | Original: 9) Proposed amendment voted by Committee and towns. Requires 4 of 6 members (accomplishes both majority and $\frac{2}{3}$) to vote and both towns. | <u>Similarities:</u> <ul style="list-style-type: none"> • Both have procedures for amendments and process. <u>Differences:</u> <ul style="list-style-type: none"> • MTRSD allows for initiation by both a Committee member and by voters <u>Considerations:</u> <ul style="list-style-type: none"> • Possibly consider raising the standard for amendment at the MTRSD Committee level (from majority to $\frac{2}{3}$). |

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| | | | <ul style="list-style-type: none"> • Possibly consider an amendment not requiring a unanimous vote ($\frac{3}{4}$ vote is what we proposed in south Berkshire). • HRSD section needs to be updated with recommended language and added clarification. |
| Admission of Additional Towns | <p>SECTION XII By amendment of Agreement, per state regulation and approval by DESE. Must occur by Dec 31 for the effective date of July 1.</p> | <p>Original: 6) Towns can petition to join, authorized by town vote (not sure if all). Apportionment per section on per pupil, unsure about capital %.</p> | <p><u>Similarities:</u></p> <ul style="list-style-type: none"> • Both districts have provisions for admitting additional towns. <p><u>Differences:</u></p> <ul style="list-style-type: none"> • MTRSD adds towns via amendment to agreement (which would assume all the details of membership, student assignment, apportionment, etc.). • HRSD adds town by town vote and apportionment is based on adjusted percentages and assumption of outstanding debt. <p><u>Considerations:</u></p> <ul style="list-style-type: none"> • Move to Section X, per contemporary format. • Update to HRSD. |
| Withdrawal | <p>SECTION XIII XIII A. Can occur by amendment of agreement. Town votes at annual/special meeting to request Committee to amend agreement - terms: (1) Town remains liable for unpaid operating (2) Town remains liable for indebtedness (OPEB) All towns must vote to approve amendment (as in Section XI) XIII B. Allows a town to withdraw if all debt is squared and that town votes majority in the annual meeting (clarified by Chair).</p> | <p>Original: 7) Town petitions withdrawal, SC votes to approve. Apportionment adjusted. 8) Liable for outstanding indebtedness.</p> <p>1992: Section II - Repeals 8) transfers debt to MT.</p> <p>1992: Section III (B, C, D, F, G) - Clarifies obligations and ability to sell real property and other assets, transfer of liabilities.</p> | <p><u>Similarities:</u></p> <ul style="list-style-type: none"> • Both have provisions for withdrawal that require Committee approval (MTRSD through amendment). • Both have provisions for apportioning outstanding fiscal liabilities (indebtedness) - MTRSD has a bit more detail. <p><u>Differences:</u></p> <ul style="list-style-type: none"> • More detail in MTRSD RA that could be built into the updated HRSD draft. <p><u>Considerations:</u></p> <ul style="list-style-type: none"> • Move to Section XI, per contemporary format. • Add language about lease termination. • Again, as this is governed by amendment votes, is unanimous too high a standard (in south county we went with $\frac{2}{3}$ Committee and $\frac{3}{4}$ towns). • The ability for a town to withdraw if all debt is |

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| | | | <p>squared seems at odds with the fact that all towns must approve an amendment (as such, a single town could choose to withdraw).</p> <ul style="list-style-type: none"> • In the HRSD document, the 1992 dissolution language was never passed. Thus assets are as originally listed (confirmed by Chair). This section should be removed from future versions since it was never actualized by vote. |
| Dissolution of the District | <p>SECTION XIV In the event of dissolution, revenues and assets are distributed to towns. (Does not say how)</p> | No Reference. | <p><u>Considerations:</u></p> <ul style="list-style-type: none"> • This may <i>not</i> be a required section per DESE, still may be of utility. • If this is going to be kept in, wonder if it should also outline the process by which the district would dissolve (by vote, by DESE approval, etc.) • If the district were to dissolve, it would involve simultaneous town votes to both dissolve the existing district and join/form a new one - as well as be approved by DESE/Commissioner. <p>Note: In south county we did include a transition period as guided by statute given the new districts would continue to exist for two fiscal years while the new district was organizing.</p> |
| Legislative Acts | <p>SECTION XVI Act that allows for formation of the district, original 1993, amended 1995.</p> | Includes 1993 Chapter 371 Act, expanding Mohawk Trail. | Seems useful to retain as an appendix. |
| Annual Report | No reference | <p>Original: 13) Submitted annually, finance and additional info to member towns</p> | <p><u>Considerations:</u></p> <ul style="list-style-type: none"> • Should be updated and/or added as Section XII. DESE/MARS have some common language used for this section - assuming it aligns with district practice. |
| Staffing | | <p>Original: 14) Preference for teaching</p> | <p><u>Considerations:</u></p> <ul style="list-style-type: none"> • Staffing likely does not belong in a regional |

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| | | and tenure Amendments: 1992: Section III E. Governs dissolving of districts. | agreement and |
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In addition to the district specific agreements outlined above, there is also a **Two-District Shared Expense Agreement**. This includes shared services (such as central office functions) that would be apportioned to each of the two districts (via the methodology described in the document). This agreement is summarized below:

| Area | Section Description | Analysis/Questions/Considerations |
|--------------------------------|--|--|
| Link to full document | HERE | None |
| Length | Two pages, with an additional single page Appendix | None |
| Last approved | July 2022. Is a one year agreement (valid through June 30, 2023). | <u>Question:</u> Is there a current version valid through June 30, 2024? |
| Organization | 10 numbered parts of the Agreement | <u>Consideration:</u> Could be cross referenced to each district agreement, with each district agreement reflecting the same cross referencing to the Shared Expense Agreement. |
| Purpose | Define allocation of administrative costs across the two districts. | <u>Consideration:</u> Could include processes such as authority for hiring and evaluation of those roles typically under the authority of the School Committee. |
| Administrative Expenses | HRSD pays a flat fee of 3% plus a five year rolling average of each district's foundation enrollment. Covers: Superintendent Superintendent's Executive Assistant Business Administrator Business Office Staff | <u>Question:</u> Are there any other shared services agreements (for example specialists)? |

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| | <p>Director of Pupil Personnel Services Director of Curriculum and Instruction Director of Food Services Director of Facilities and Transportation Nurse Leader Technology Staff All Expenses related to Central Office (benefits, supplies, tech, etc.)</p> | |
| Withdrawal | Available by written notice and effective at the end of the fiscal year | <u>Question:</u> What would a district do to support central office services if they withdrew? |
| Conditions | <ul style="list-style-type: none"> ● Parties must provide fiscal safeguards (audits) ● Parties must pay monthly ● Each district receives a “percentage” of personnel time based on payment of shared expenses (a time study is suggested as a compliance measure) | <u>Question:</u> Unsure if this occurs, how it is tracked, and if this has been a point of conflict/tension for the central office and/or each Committee? |
| Appendix A | <p>Illustration for how calculation of shared expenses for 2023 agreement was arrived at.</p> <p>Total allocation for 2023 was: Mohawk Trail (88.15%) Hawlemont (11.85%)</p> | <u>Question:</u> Has this varied greatly over the time period? |

Things to consider (summary):

- The agreements have grown closer in alignment in recent years, although all current practices (in Hawlemont) are not reflected in their current agreement.
- The Hawlemont agreement needs significant updating and the Committee is currently taking up that task.
- The Mohawk Trail agreement needs modest updating and there are some proposed changes that will address some of the regulatory language updates.
- Both agreements could benefit from organizing consistent with the (DESE/MARS) suggested structure.
- Both agreements could benefit from a definitions section (glossary) that helps the reader to understand unique terminology.
- Both agreements could benefit from adding/enhancing missing sections such as annual report, transportation, transition period, lease termination, intra-district choice - etc., as noted in comparison above.
- Both agreements contain sections that are not typically in an agreement (educational councils and staffing).
- It could be useful (given the complexity of the apportionment methodologies) to include an illustration as an appendix.
- Language related to school closures could be advanced if the district projects that may be a possible decision point in the future. Protections can be built in to create a rigorous (yet not impossible) process.
- Decisions that require unanimous votes may be reconsidered at a lower threshold (such as $\frac{3}{4}$) to allow for change to occur without individuals (people or towns) to have veto power.
- While weighted voting is an effective way to apportion voting authority by population, it also could be considered a barrier to thinking as a region, rather than as a town. This also applies to district-wide voting in that all residents have say in all members (recognizing that representation by town is still guaranteed).
- Each of the agreements may benefit to reference the Two-District Shared Expense Agreement that covers expenditures such as central office functions.
- If the Two-District Shared Expense Agreement has a track record of relative success (low tension or points of conflict) it could be extended to three years to reduce administrative/Committee time invested (currently on an annual basis).
- The Two-District Shared Expense Agreement could benefit from clarifying processes such as hiring and evaluation of those roles normally assigned to the School Committee (Superintendent, Special Education Director, etc.). Similarly, a process for time study could be formalized.

Note: There are items in the agreements not covered in this analysis (such as information about payments from towns - timing and percentages) - in recognition that these are not typically tension points, are adjusted over time, and can be brought into alignment in future drafts.

Looking Forward:

If the districts were to consider changes to the regional agreements, there are recommended steps and guidance documents that help to guide the process, see [Introduction to Regionalization](#).

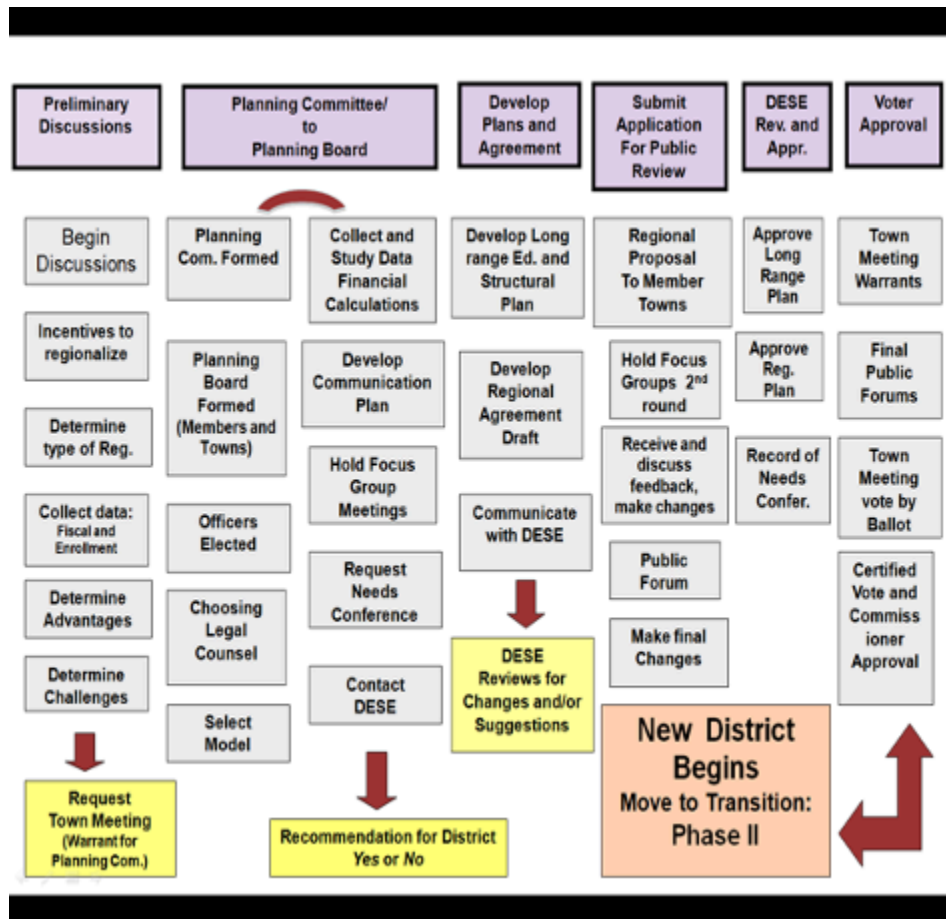
Depending on the “level” of regional agreement changes proposed, the process can be as simple as review by the School Committee and legal counsel, review by DESE, and voter approval. More intensive changes (structural, up to and including the formation of a new region) require additional process considerations. This process is governed by Massachusetts General Laws and Regulations (M.G.L. c. 71, § 14.) and (603 CMR 41.00).

The process is described as consisting of two phases (I and II), summarized below:

Phase I: Consideration and study of forming, expanding, or enlarging a regional school district.

- Step 1.** Preliminary Discussions
- Step 2.** Regional Planning Committee and Regional Planning Board
- Step 3.** Develop Regional Agreement and Long-Range Plan
- Step 4.** Submission of Proposed Regional Agreement for Public Review
- Step 5:** Voter and State Approval

A schematic for Phase I is illustrated below. Additional detail can be found in the Phase I guidance documentation, [HERE](#).



Phase II: This marks the beginning (launch) as a new/expanded regional school district, with a range of necessary transition tasks such as school committee formation, policy development, subcommittee organization, etc. This occurs after the voters and Commissioner have approved of the new or expanded district, and supports all the transition functions necessary to launch the new/expanded district - all tasks from appointment of school committee to budget development, staffing and strategic planning. A full Phase II guidance document can be found [HERE](#).

Clearly, the decision to embark on changes to the regional agreements and organizational structure of the district (s) is one that takes careful thought and study, community engagement and buy-in, and a willingness to embark on all the opportunities and challenges associated with a “political, economic and educational marriage. “

Close.

The purpose of this brief was to provide an overview and simple analysis of the two existing regional agreements for the Mohawk Trail and Hawlemont regional school districts. Whether any simple or structural changes to the regional agreement are necessary as part of the Sustainability Study still has yet to be determined. Yet, this document provides a starting point if/when that is to occur. Information collected through this review will also equip the research team with a deeper understanding of fiscal methodologies that are necessary to inform scenario building and modeling. Additionally, if the *status quo* is the end result of this work, there may be opportunities, noted in this document, to update both the Mohawk Trail and Hawlemont regional agreements, as is currently ongoing. We are hopeful that this document offers additional value towards this effort.

This document was compiled by the Project Manager, H. Jake Eberwein. Comments, edits, questions and additional feedback can be directed to him at jakeeberwein@gmail.com.