

REGIONAL SCHOOL DISTRICT AGREEMENT CHECKLIST

This checklist is provided by the Department of Elementary and Secondary Education (ESE) to assist local officials and Regional Planning Boards (RPB) in the development or amendment of a regional school district agreement.

REQUIRED AGREEMENT CONTENT AND CITATIONS	COMMENTS	✓
<u>General Information</u>		
<p><u>Name of the Regional School District (RSD)</u></p> <p>See 603 CMR 41.02</p>		
<p><u>List of the member cities/towns (members or towns)</u></p> <p>(Some regional vocational school districts include cities, as authorized by special legislation.)</p> <p>See M.G.L. c. 71, s. 14B</p>		
<p><u>The type of regional district school or schools: Academic or Vocational</u></p> <p>“Without limiting the generality of the foregoing, the type of regional school may, if it is so stated in the agreement, consist of a vocational school or schools offering such kinds of education as may be provided by towns under the provisions of chapter seventy-four; and any other type of regional school may, if it is so stated in the agreement, offer said kinds of education. A town may simultaneously be a member of a vocational regional school district and any other type of regional school district provided, however, that when a vocational school district is in operation, no member town of such district, and no other type of regional school district of which such a town is a member shall, without the approval of the ¹commissioner of education, offer the same kinds of education as offered by said vocational school district.”</p> <p>(To establish a vocational school, the RPB/district must contact ESE’s Career Vocational Technical Education (CVTE) Office.)</p> <p>(Commissioner of Education, as noted in law, now refers to the Commissioner of Elementary and Secondary Education, (Commissioner.))</p> <p>See M.G.L. c. 71, s. 14B(c)</p>		
<p><u>Grade configuration of the RSD</u></p> <p>Indicate specific grade ranges to be included in the RSD, including Pre-Kindergarten, if applicable.</p>		
<u>Governance</u>		
<p><u>The number, composition, method of selection, and terms of office of the members of the regional school committee (RSC)</u></p> <ul style="list-style-type: none"> • Number of members of the committee in total; • Composition of committee, how many from each town, unless district-wide election, with no residency requirement; 		

<ul style="list-style-type: none"> • Method of selection of members (see below*); and • Terms of office of the members. <p>See M.G.L. c. 71, s. 14B (a) and 14E (method of selecting members of the RSC).</p> <p><i>(Recommend addressing vacancies, quorum, staggering of terms, election/selection of officers, general authority of the RSC and a method to periodically review one-person-one-vote compliance.)</i></p> <p><i>(Although a RSC budget must be approved by 2/3 vote of the full RSC, required votes for other actions may be determined by the RSD agreement.)</i></p>		
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<p><u>*Method of selecting members of the regional school committee</u></p> <p>RSD agreements/amendments may provide for <u>one of the following options</u> concerning the members of its RSC:</p> <ol style="list-style-type: none"> 1. electing committee members by voters in member communities with each community's representation apportioned according to the total population; 2. electing members in district-wide elections to be held at the biennial state elections; 3. electing members with residency requirements in district-wide elections to be held at the biennial state elections; 4. weighing the votes of committee members according to the total population they represent; and 5. appointing committee members by locally elected officials such as school board members. <p>"Each regional school district shall designate an individual to serve as district clerk."</p> <p>If a <i>regional school district</i> decides to elect members in district-wide elections at the biennial state elections <u>or</u> if any vacancy is to be so filled, the district clerk shall notify the state secretary by April fifteenth of the year of the biennial state election of that fact and also of his name and mailing address."</p> <p><i>(Special legislation is required to authorize district-wide elections that are to be held at a time other than the biennial state election.)</i></p> <p><i>(Although, the language of the law indicates the RSD agreement/amendment <u>may</u> provide for one of the above options, in fact the agreement/amendment <u>must</u> provide for one of the allowable options outlined in this section.)</i></p> <p>See M.G.L. c. 71, s. 14E</p>		
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<u>School Buildings</u>		
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<p><u>The town or towns in which, or the general area within the regional school district where, the regional district school or schools are to be located</u></p> <p><i>(To avoid limiting the power of the RSC, recommend including general information on the location of schools rather than including specific street addresses and grades served in each school located within the member town.)</i></p> <p><i>(A RSD may form, expand or enlarge without constructing or merging a school building.)</i></p> <p>See M.G.L. c. 71, s. 14B(b)</p>		
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<p><u>Lease or sale of property to regions</u></p> <p><u>If</u> the RSD agreement/amendment addresses the sale, lease or license of school buildings and land by a member to the RSC, the following apply:</p> <p>The RSD agreement/amendment may contain provisions authorizing any member town to sell, lease or grant a license to use any school building and any land appurtenant thereto or used in connection therewith to the RSD, and any such town may authorize</p>		
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such sale, lease or license accordingly, notwithstanding the provisions of section three of chapter forty or any other provisions of law to the contrary.

- **RE: SALE(S):** RSD agreement/amendment shall set forth:
 - the price;
 - **time or times of payment;** and
 - the **method** by which the members other than the selling member shall be assessed for such payment.

AND

in **no case** shall payments be made which shall extend over a period in excess of twenty years.

- **RE: LEASE(S) OR LICENSE(S) TO USE:** RSD agreement/amendment shall set forth:
 - the rental or license fee, and
 - terms of payment and assessment.

AND

The lease or license to use may be for a term or period not in excess of twenty years, and may contain provisions for the extension of the lease or license to use for an additional term or period not in excess of twenty years, at the option of the RSC.

(Since the RSC must have general charge of the school buildings and appurtenant land, recommend including language to address the sale, lease or license of school buildings and appurtenant land within the RSD agreement. At a minimum recommend outlining that each member will lease its school building(s) and appurtenant land to the RSD for a twenty year period, with an option to renew for an additional twenty years, generally for a dollar to be conveyed at a specified time, subject to the provisions of a separate lease agreement between the member and the RSC.)

(This provision will not be needed if the RSC owns the school building and land; such as in the case of a secondary RSD or a Vocational RSD.)

See M.G.L. c. 71, s. 14C

Optional language regarding usage of school buildings

(Although these provisions may limit the power of the RSC, the RPB/towns may include language in the RSD agreement/amendment to address the usage of school buildings by including, among other local options, the following:

- *Whether students will be served in their local town school;*
- *Under what conditions students may be served in other than their local town school, i.e. emergencies, special education services; and*
- *A procedure to close a school building within a member town, including the required votes of the RSC and the member(s).)*

Budget Preparation and Related Matters

The detailed procedure for the preparation and adoption of an annual budget

“The regional school committee shall propose, by a majority vote, a budget containing all proposed operating expenditures, capital expenditures, and debt service payments to be paid from general revenues of the regional school district. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether members’ assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method; and shall specify the total amounts to be assessed to the members for the support of the budget.”

(The RSD agreement/amendment should include timelines and general content of the budget, such as major line items, definitions of operating and capital costs and approval votes required by RSC and the members.)

See M.G.L. c. 71, s 16B; 603 CMR 41.05; <http://www.doe.mass.edu/finance/regional/>

<p><u>Public hearing on the budget</u></p> <p>The RSC shall hold a public hearing on its proposed annual budget not less than seven days after publication of a notice thereof in a newspaper having general circulation in such city, town or district.</p> <p>Following such hearing the RSC shall adopt a budget by a <u>two-thirds vote</u>, incorporating such changes from the proposed budget as the RSC deems appropriate.</p> <p><i>(Although the RSC must hold a public hearing on the budget, this language is not required in the RSD agreement/amendment.)</i></p> <p>See M.G.L. c. 71, s. 38(N), 603 CMR 41.05(1)(g)</p>		
<p><u>Budget approval</u></p> <p>"The budget as adopted by the regional school committee and the member's assessment as certified by the treasurer of the regional school district shall be placed before each local appropriating authority for its consideration. Notwithstanding provisions in the regional agreement to the contrary, approval of the budget shall require an affirmative vote of the appropriating authorities of two-thirds of the members. A vote by the local appropriating authority to appropriate the member's assessment shall constitute approval of the regional school district's budget."</p> <p><i>(There must be one budget, comprised of all operating and capital expenses, approved by the RSC.)</i></p> <p><i>(The RSD agreement/amendment should address that the RSC's budget and/or the members' assessments <u>must</u> be approved by at least 2/3 of the members.)</i></p> <p><i>(Grant, revolving, school choice incoming revenues and trust funds should not be included in the budget, but should be provided to the members for informational purposes.)</i></p> <p>See 603 CMR 41.05(3)</p>		
<p><u>Apportioning of costs to the members</u></p> <p>"The method of apportioning:</p> <ul style="list-style-type: none"> • the expenses of the regional school district, and • apportioning the costs of school construction, including any interest and retirement of principal of any bonds or other obligations issued by the district among the several towns comprising the district, and • the time and manner of payment of the shares of the several towns of any such expense. " <p><i>(If enrollment is used to determine assessments, then there must be a definition of what is meant by enrollment. (e.g., based on number of students from each member <u>attending</u> the RSD schools, number of students under the financial responsibility of each member.))</i></p> <p><i>(The RSD agreement/amendment should recognize the <u>authorized methods for assessing members under the requirements of M.G.L. c 70.</u>)</i></p> <p>See M.G.L. c. 71, s. 14B(d) and http://www.doe.mass.edu/finance/regional/guidance.pdf</p>		
<p><u>The expected times of payments of the assessments by the members</u></p> <p>Each member shall pay its respective assessment in accordance with the payment schedule in the RSD agreement/amendment. Therefore, the RSD agreement/amendment must outline the expected times of payment of assessments by the members.</p> <p>See 603 CMR 41.05(4)(c)</p>		

<p><u>The method by which school transportation shall be provided</u></p> <p>The RSD agreement/amendment must state whether transportation of students is to be provided by the RSD.</p> <p><i>(If the RSD agreement/amendment does not state that the RSD will provide transportation and the transportation is provided by the members, there is <u>no entitlement</u> to regional transportation reimbursement. RSDs are <u>required</u> to transport K-12 students who live <u>more than two miles</u> from the school they are entitled to attend, but are entitled to state reimbursement for students the RSD transports at <u>1 ½ miles</u>.)</i></p> <p>See M.G.L. c. 71, s. 14B(e)</p>		
<p><u>If transportation is to be furnished by the district, the manner in which the expenses shall be borne by the several towns</u></p> <p><i>(A specific formula for determining each member's share of the transportation expenses must be included in the RSD agreement/amendment, e.g. based on; number of students transported, number of students attending the RSD schools, number of students from each member and received public education at the member's expense, etc.)</i></p> <p>See M.G.L. c. 71, s. 14B(e)</p>		
<p><u>Incurring of certain debt in a vocational regional district</u></p> <p>"In the case of a vocational regional school district, <u>if the district agreement so provides or is amended to so provide</u>, such debt <i>[as described in M.G.L. c. 71, s. 16(d)]</i> <u>may</u> also be incurred if two thirds of the member towns do not vote disapproval within said sixty day period provided that said towns which have not voted disapproval agree, within ninety days of the date on which said debt was authorized, to pay the total bond indebtedness authorized by the district committee without contribution by the member towns which voted disapproval of the amount of said debt. The member towns of such vocational regional school district which have voted disapproval of the new indebtedness shall have the right to retain their membership in the school district as provided in their district agreement except that they shall not be allowed any added enrollment that might result solely from the expansion of facilities that occurs on account of said new indebtedness."</p> <p><i>(If the above method is to be used by any <u>regional vocational</u> school district, the language <u>must</u> be included in the RSD agreement.)</i></p> <p><i>** (Recommend that <u>all academic and vocational</u> RSD agreements/amendments include a provision for incurring debt.)</i></p> <p>See M.G.L. c. 71, s. 16(d)</p>		
<p><u>Amendment procedures, including those due to changes in RSD membership</u></p>		
<p><u>The method by which the agreement may be amended</u></p> <p>The amendment method should include:</p> <ul style="list-style-type: none"> • Time frame; • Who can propose an amendment; • Required approvals; (RSC and towns; majority, unanimous, etc.) • Effective Date; and • Commissioner's approval. <p><i>(The effective date and jurisdiction may be different than approval date.)</i></p> <p><i>(The RSC may serve as the RPB, or may appoint a RPB, subject to the terms of the RSD agreement/amendment.)</i></p> <p>See M.G.L. c. 71, s. 14B(g)</p>		

The terms by which any city or town may be admitted to or separated from the regional school district

The method by which a member city or town may **withdraw** from the RSD should include:

- Time frame:
 - When notice of withdrawal must be provided;
 - How long before the expected effective date;*(Note: An existing member may withdraw from a RSD as of July 1 of any fiscal year, provided that all requisite approvals, including the Commissioner's approval, are obtained no later than the preceding December 31. 603CMR 41.03(2))*
- Conditions of withdrawal;
- Required approvals (RSC and towns; majority, unanimous, etc.); and
- Commissioner's approval.

(Additional information that may be included in the agreement/amendment:

- *Legal fees incurred as a result of the withdrawal; and/or*
- *apportionment of existing and possible future liabilities, such as (1) Other Post Employment Benefits (OPEB), (2) existing indebtedness of the district, including capital and operating debt, (3) outstanding operating costs, (4) other liabilities that arise after the withdrawing member has withdrawn, but date back to when it was a member; and legal fees.)*

(The effective date and jurisdiction may be different than the approval date or the effective date may be subsequent to the July 1 date required in ESE regulations.)

See M.G.L. c. 71, s. 14B(f)

The terms by which any city or town may be admitted to or separated from the regional school district

The method by which a new member may **join** the RSD should include:

- Time frame;
 - When notice of admission must be provided;
 - How long before the expected effective date;*(Note: A new member may join a RSD as of July 1 of any fiscal year, provided that all requisite approvals, including the Commissioner's approval, shall be obtained no later than the preceding December 31. 603 CMR 41.03(2))*
- Conditions of admission;
- Required approvals (RSC and towns; majority, unanimous, etc.); and
- Commissioner's approval.

(Additional information that may be included in the agreement/amendment in the case of the admission of a member city or town:

- *a provision that requires a new member to pay a share of past and/or current capital debt; and/or*
- *a provision that prevents the new member from sharing in the distribution of capital assets should the region terminate.)*

(The effective date and jurisdiction may be different than the approval date or the effective date may be subsequent to the July 1 date required in ESE regulations.)

See M.G.L. c. 71, s. 14B(f)

Any other matters, not incompatible with law, which the regional school district planning board may deem advisable

The law allows that the RSD agreement/amendment may contain any other matters that are not incompatible with law. See Optional Content on page 14.

See M.G.L. c. 71, s. 14B(i)

Required Approvals

ESE review of draft agreement/amendment

ESE policy requires that any proposed RSD agreement/amendment be reviewed by program staff and the ESE legal office before such RSD agreement/amendment is submitted to the members for approval. The RSD agreement/amendment, if so approved at town meeting, would then be sent to ESE along with the certified votes from each member. Only then would the RSD agreement/amendment be recommended to the Commissioner for approval. (See Approval by Commissioner on page 8).

See M.G.L. c. 71, s. 14B

Copies of such agreement shall be submitted ... to the several towns for their acceptance

Approval of member towns must include certified town meeting votes

"The selectmen or council of each of the several towns shall, upon receipt of the recommendation that a regional school district should be formed and of a proposed agreement therefore submitted in accordance with the provisions of sections fourteen to fourteen B, inclusive, or otherwise in the form and with the approval required by said sections, cause to be presented the question of accepting the provisions of sections sixteen to sixteen I, inclusive, and the proposed agreement or agreements. Said question shall be determined, in a town having an open town meeting, by vote with printed ballots at an annual or special town meeting to be held in either case within thirty days after receipt of such recommendation by the selectmen and, in a town having a representative town meeting or council, at an annual or special town election to be held in either case not less than thirty-five nor more than fifty days after receipt of such recommendation.

The article in the warrant for such annual or special town meeting or election and the question on the printed ballots to be used at such meeting or election shall be in substantially the following form:

Shall the town accept the provisions of sections sixteen to sixteen I, inclusive, of chapter seventy-one of the General Laws providing for the establishment of a regional school district, together with the towns of, and, etc., and for construction, maintenance and operation of a regional school by said district in accordance with the provisions of a proposed agreement filed with the selectmen."

(The warrant language above is a sample, and must be revised to reflect an amendment to an existing RSD agreement and/or to eliminate reference to the construction of a school, as applicable. Further, language of the RSD agreement/amendment or the warrant should not reflect that the substance of the RSD agreement/amendment will be presented to each member. The complete language of the RSD agreement/amendment must be provided for each member's approval.)

"If a majority of the voters present and voting on said question in each of the several towns shall vote in the affirmative, said sections sixteen to sixteen I, inclusive, shall become effective, and the proposed regional school district shall be deemed to be established forthwith in accordance with the terms of the agreement so adopted notwithstanding any defect or omission in the creation or organization of any regional school district planning committee or regional school district planning board."

(Note that the effective date of the RSD agreement/amendment is subject to:

- *approval of Commissioner;*
- *adherence to required dates in the law; and*
- *adherence to any pertinent dates in the RSD agreement or any pertinent dates in the votes approved by each member at town meeting.)*

(For a new RSD agreement, all towns listed in the agreement must approve.)

(For an amendment to an existing RSD agreement, the requisite number of towns, according to the existing RSD agreement, must approve.)

See M.G.L. c. 71, s. 14B and s. 15

Copies of such agreement shall be submitted to the department of education, and subject to its approval, to the several towns for their acceptance

Approval by the Commissioner

ESE policy requires that any proposed RSD agreement/amendment be reviewed by program legal staff and the ESE legal office before such RSD agreement/amendment is submitted to the members for approval. The RSD agreement/amendment, if so approved at town meeting, would then be sent to ESE, along with the certified votes from each member. Only then would the RSD agreement/amendment be recommended to the Commissioner for approval.

See M.G.L. c. 71, s. 14B

Signatures

A signature line and date line for the Commissioner, indicating the Commissioner's approval of the RSD agreement/ amendment, must be provided.

Signature lines and date lines for representatives of the school committee, planning board and other local officials, may be provided.

(It is recommended that a new RSD agreement bear the signatures of all members of the Regional Planning Board, the heads of the Boards of Selectmen and the Chairs of the local School Committees, and that an amended RSD agreement bear the signatures of the RSC.)

Transition Period (applicable to agreements for new RSDs)

With the approval of the Commissioner, a RSD agreement/amendment may provide for a transition planning period to commence with the election or appointment of the RSC. Such transition planning period may extend not longer than the remainder of the fiscal year in which the RSC is elected or appointed plus one additional fiscal year. During such transition planning period, the local school committees shall continue to oversee and operate the schools in their respective towns. The RSC shall have non-operating status during this period and shall have power to hire staff, enter into contracts, and take such other actions as are needed to prepare for an orderly transition. At the end of the transition planning period, responsibility for the oversight and operation of the schools shall transfer to the RSC.

(The agreement/amendment may provide that interim regional committee members be appointed from the existing local member committees until such time as elections are held to select permanent RSC members.

(The agreement/amendment should also define the relationship and interaction between the existing member school committees and the RSC.)

See 603 CMR 41.03(5)

Requirements and Authorities Applicable to Content

General Authority.

A RSD agreement/amendment should include a general statement acknowledging the general powers and authority of school committees and encompass the authorities specifically granted to RSCs under M.G.L. c. 71, s. 16, as indicated below.

Authority of the Regional School Committee

Language related to the following authorities of RSCs is not a required component of the RSD agreement; however, many RSDs do include it in their agreements.

<p><u>Authority</u> to sue and be sued, but only to the same extent and upon the same conditions that a town may sue or be sued.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(b)</i></p>		
<p><u>Authority</u> to acquire property within the towns comprising the district under for the purposes of the district and to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate a school or schools for the benefit of the towns comprising the district, and to make any necessary contracts in relation thereto... no property shall be acquired unless the town in which such property is located approves such acquisition by a two-thirds vote at a town meeting which shall be called within sixty days after the district committee authorizes the incurring of debt for such purpose.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(c)</i></p>		
<p><u>Authority</u> to incur debt for the purpose of acquiring land and constructing, reconstructing, adding to and equipping a school building or for the purpose of remodeling and making extraordinary repairs to a school building and for the construction of sewerage systems and sewerage treatment and disposal facilities, or for the purchase or use of such systems with municipalities, and for the purpose of purchasing department equipment; or for the purpose of constructing, reconstructing or making improvements to outdoor playground, athletic or recreational facilities; or for the purpose of constructing, reconstructing or resurfacing roadways and parking lots; or for the purpose of any other public work or improvement of a permanent nature required by the district; or for the purpose of any planning, architectural or engineering costs relating to any of the above purposes; provided, however, that written notice of the amount of the debt and of the general purposes for which it was authorized shall be given to the board of selectmen in each of the towns comprising the district not later than 7 days after the date on which the debt was authorized by the district committee; provided further, that no debt may be incurred until the expiration of 60 days after the date on which the debt was authorized; and provided further, that before the expiration of this period any member town of the regional school district may hold a town meeting for the purpose of expressing disapproval of the amount of debt authorized by the district committee, and if at that meeting a majority of the voters present and voting express disapproval of the amount authorized by the district committee, the debt shall not be incurred and the district school committee shall prepare another proposal which may be the same as any prior proposal and an authorization to incur debt therefore. Debt incurred under this section shall be payable within 30 years, but no such debt shall be issued for a period longer than the maximum useful life of the project being financed as determined in accordance with guidelines established by the director of accounts pursuant to section 38 of chapter 44.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(d)</i></p>		
<p>**<u>Authority</u> to incur debt for the purposes and terms specified in clause (d); provided that:</p> <ul style="list-style-type: none"> • the vote of the district committee authorizing such debt must be approved by a majority of the registered voters in the member towns voting on the question at an election called and held pursuant to the following provisions; • the election shall be called by a warrant addressed to the registered voters in the member towns and signed by a majority of the members of the district committee which shall set forth the date of the election, the polling place or places in each town, the hours during which the polls are to be open and the question which is to appear upon the ballot; • notice of the election shall be given by posting a copy of the warrant attested by the secretary of the committee in at least one public place in each town and by publishing a copy thereof at least once in a newspaper of general circulation in the district, said posting and publishing to occur at least ten days before said election; a certificate of the secretary shall be conclusive evidence that the warrant was duly posted and published; • the number and location of the polling place, or places, in each town shall be determined by the district committee after consultation with the selectmen thereof; • the hours during which all the polls in the district are open shall be uniform throughout the district and shall be not less than four nor more than eight consecutive hours; • the district committee shall be responsible for preparing the ballots used at the election; • the town clerk of each town shall certify the results of the election to the district committee; • except as provided in M.G.L. c. 71, s. 16(n) the election shall be conducted in each town in the same manner as town meetings for the election of town officers; 		

<ul style="list-style-type: none"> the expenses of the election shall be paid by the regional school district as an operating expense of the district; and if provision for their payment is not included in the budget for the year in which they are incurred, the district committee may use any available funds of the district or may transfer the sums required from appropriations included in the budget; and the defeat of a proposal for incurring debt shall not prevent the resubmission of the same proposal as a new authorization. <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(n)</i></p>		
<p>**Method of incurring debt. If addressed in the agreement, the language should be consistent with:</p> <p>Agreement or amendment to such an agreement <u>may</u> provide that the incurring of indebtedness by the district shall be approved by the registered voters in the member towns pursuant to the provisions of clause (n) of section sixteen. [See above]</p> <p>If the agreement does not address incurring of indebtedness, then it shall be subject to disapproval by any member town pursuant to the provisions of clause (d) of said section sixteen. [See above]</p> <p>RSC may, by vote of two-thirds of all its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns of the district pursuant to the provisions of clause (n) of section sixteen rather than pursuant to the provisions of clause (d) of said section sixteen.</p> <p>See M.G.L. c. 71, s. 14D</p>		
<p><u>Authority</u> to refinance any debt incurred under paragraphs (d), (e), or (n), in accordance with the provisions of <u>section 21A of chapter 44</u>.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(o)</i></p>		
<p><u>Authority</u> to issue bonds and notes in the name and upon the full faith and credit of district; bonds or notes shall be signed by the chairman and treasurer of the district committee, except that said chairman by a writing bearing his written signature and filed in the office of said treasurer, which writing shall be open to public inspection, may authorize said treasurer to cause to be engraved or printed on said bonds or notes a facsimile of said chairman's signature, and such facsimile so engraved or printed shall have the same validity and effect as said chairman's written signature, and each issue of bonds or notes shall be a separate loan.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(e)</i></p>		
<p><u>Authority</u> to receive and disburse funds for any district purpose.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(f)</i></p>		
<p><u>Authority</u> to incur temporary debt in anticipation of revenue to be received from any source. This clause shall also apply to all regional school districts established under the provisions of special laws.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(g)</i></p>		
<p><u>Authority</u> to assess member towns for any expenses of the district.</p> <p><i>(The process <u>must</u> be outlined in the regional agreement and the assessment is subject to member town approval)</i></p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(h)</i></p>		
<p><u>Authority</u> to receive any grants or gifts for the purposes of the regional district school or schools.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(i)</i></p>		

<p><u>Authority</u> to engage legal counsel.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(j)</i></p>		
<p><u>Authority</u> to submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method by which the annual charges assessed against each town were computed, with additional information relating to the operation and maintenance of such school or schools as may be deemed necessary by the district school committee or by the selectmen of any member town.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(k)</i></p>		
<p><u>Authority</u> to employ a superintendent of schools who may also be a superintendent of one or more of the towns comprising said district and to establish an employment contract for a period of time to provide for the salary, fringe benefits, and other conditions of employment, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of duties of office, liability insurance, and leave for said superintendent, and said superintendent shall have all the powers and duties imposed upon school superintendents by law.</p> <p><i>(The RSC <u>must</u> employ a superintendent of schools.)</i></p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(l)</i></p>		
<p><u>Authority</u> to adopt an annual operating and maintenance 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 thirty-first, provided that said budget need not be adopted prior to February first; provided, further, that a superintendent may, with the approval of a majority of the member communities, submit said budget for approval following the notification of the annual local aid distribution, so-called.</p> <p><i>(The RSC <u>must</u> comply with this provision of the statute.)</i></p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(m)</i></p>		
<p><u>Authority</u> to lease, or lease with an option to purchase, equipment for educational purposes, for periods not exceeding five years.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(p)</i></p>		
<p><u>Authority</u> to lease land and buildings for educational purposes, for periods not exceeding five years.</p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(q)</i></p>		
<p><u>Authority</u> to rent or lease with the approval of the commissioner of education surplus space in a school building of the district to house public or private profit-making businesses or nonprofit organizations; provided, however that:</p> <ul style="list-style-type: none"> • if said school building is in actual use such joint occupancy shall not interfere with education programs being conducted therein; • if said school building is not in actual use, such lease must be approved by the city or town in which the said building is located; • such leases may be made for periods not exceeding ten years; and • the monies received from such rental or lease shall be kept separate and apart from other funds in the RSD treasury by the RSD treasurer, and the principal and interest thereon may be expended without further appropriation by the RSC for the upkeep of the facility in which such surplus space is located; provided, however, that any balance remaining in such account at the close of a fiscal year shall be paid into the excess and deficiency fund (E&D), so called, of the RSD as unencumbered funds and expended as provided in section sixteen B ½. <p><i>(If a regional school building <u>is no longer in use</u>, there should be a discussion as to whether the RSC will revert the school building to the member town or sell the school building.)</i></p>		

<p><i>(If a school building <u>is in use</u>, a request for approval must be sent to the Commissioner with information on the square footage or number of rooms to be leased, the purpose of the lease, who or what agency the space will be leased to and whether the leased space will impact the delivery of educational services. The request for approval of the lease must include the necessary approvals of the RSC and the member town(s), as applicable.)</i></p> <p><i>(MSBA must be informed of any sale or closure of a school building.)</i></p> <p><i>Permitted under powers and duties of RSC, M.G.L. c. 71, s. 16(r)</i></p>		
<p><u>Authority</u> to maintain E&D, revolving accounts and stabilization accounts (capital and special education).</p> <p>(School choice incoming funds may not be used in the regional budget and/or used to offset members' assessments. School choice incoming funds are revolving funds and may be used by the school committee without further appropriation by the city/town.)</p>		
<p><u>Annual Independent Audit</u></p> <p>"The committee shall solicit proposals and contract with an independent certified public accountant to perform an annual financial audit and make management recommendations, and shall receive the audit report in public session. Copies of the audit shall be provided within 10 days to the director of accounts and to the board of selectmen, town manager, mayor or city manager, as the case may be, in each member municipality."</p> <p>See M.G.L. c. 71, s. 16A</p> <p>"A regional school district shall be considered a district for purposes of conducting periodic audits under sections 35, 38, 39, 40, 41 and 42 of chapter 44. Upon the completion of each audit, a copy shall be sent to the chief executive officer and the school committee of each city or town that is a member of the district. The cost of each audit shall be apportioned among the several cities and towns that are members of the district in the same manner as the annual expenses of the district."</p> <p>See M.G.L. c. 71, s. 16E</p>		
<p><u>Positions and Committees Required by RSD Law</u></p> <p><i>Language reflecting these positions and committees is not required in the RSD agreement; however, many RSDs do address some or all of these positions and committees in their agreements.</i></p>		
<p><u>Appointment of RSD Clerk</u></p> <p>"Each regional school district shall designate an individual to serve as district clerk. If a regional school district decides to elect members in district-wide elections to be held at the biennial state elections or if any vacancy is to be so filled, the district clerk shall notify the state secretary by April fifteenth of the year of the biennial state election of the fact and also of his name and mailing address. "</p> <p>See M.G.L. c. 71, § 14E</p>		
<p><u>Appointment of Officers</u></p> <p>RSC <u>shall choose</u> a <u>chairman</u> and <u>vice chairman</u> <u>by ballot</u> from its membership. The vice chairman shall, in the absence of the chairman, exercise the powers and perform the duties of said chairman.</p> <p>RSC <u>shall appoint</u> a <u>secretary</u> and a <u>treasurer</u> who may be the same person, but who need not be members of said RSC.</p> <p>If the office of secretary is vacant or if the secretary is absent or is unable to perform his duties because of disability, the RSC may appoint a temporary secretary to hold such office and</p>		

<p>exercise the powers and perform the duties thereof until a secretary is duly appointed or the secretary who was disabled or absent resumes his duties.</p> <p><i>Required by M.G.L. c. 71, s. 16A</i></p>		
<p><u>Duties of Treasurer/Assistant Treasurer</u></p> <p>Treasurer <u>shall</u>:</p> <ul style="list-style-type: none"> • receive and take charge of all money belonging to the RSD; and • shall pay any bill of the district which shall have been approved by the RSC. <p>The RSC <u>may</u> appoint an assistant treasurer:</p> <ul style="list-style-type: none"> • need not be a member of the RSC; • who shall, in the absence of the treasurer, perform his duties; and • shall have the powers and be subject to the requirements and penalties applicable to him. <p>The treasurer and assistant treasurer:</p> <ul style="list-style-type: none"> • <u>shall</u> be persons of ability and experience; • <u>may</u>, by vote of the RSC, be compensated for their services; • <u>may</u> be the treasurer of a member municipality of the RSD; and • <u>shall</u> be subject to <u>sections 35</u> (bond of treasurer; duties) and <u>109A</u> (fidelity of bond' payment of premiums) of chapter 41, to the extent applicable. <p><i>See M.G.L. c. 71, s. 16A</i></p>		
<p><u>Duties of Business Manager/Assistant Superintendent</u></p> <p>"A school committee may award a contract to a superintendent of schools or a school business administrator for periods not exceeding six years which may provide for the salary, fringe benefits, and other conditions of employment, including, but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of duties or office, liability insurance, and leave for said superintendent or school business administrator."</p> <p><i>See M.G.L. c. 71, s. 41</i></p> <p>A business manager, assistant superintendent for business, or employee with title of similar import with responsibilities similar to those of a town accountant:</p> <ul style="list-style-type: none"> • <u>shall</u> be subject to <u>section 52</u> (approval of bills) of said chapter 41; and • <u>shall</u> not hold the office of treasurer or assistant treasurer or hold any responsibilities for the receipt or disbursement of money. <p><i>See M.G.L. c. 71, s. 16A</i></p>		
<p><u>School Building Committee</u></p> <p>The RSC <u>may</u> appoint a school building committee which shall have such powers and duties relative to the construction, reconstruction, remodeling, repair, expansion or equipping of school buildings or facilities as the RSC determines.</p> <p><i>See M.G.L. c. 71, s. 16A</i></p>		
<p><u>Warrant subcommittee</u></p> <p>The RSC <u>may</u> establish a subcommittee of no less than three members for the purpose of signing payroll warrants and accounts payable warrants to allow for the release of checks; provided, however, that such subcommittee shall make available to the committee at the next meeting, a record of such actions of such subcommittee.</p> <p><i>(M.G.L. c. 40, s. 56 was amended in 2016 to allow municipal boards and committees to designate one member to review and approve bills or payment warrants. The RSD law (c. 71, s. 14-16I) was not so amended.)</i></p>		

See M.G.L. c. 71, s. 16A

Optional Content

While not required, some RSDs address the following components in their agreements.

Termination of the RSD

Provision to address the method by which the RSD may be terminated and how assets might be distributed upon termination.

(Since a two member RSD would terminate upon the withdrawal of one of its members, it is recommended that RSD agreements/amendments between two members provide for the possibility of termination.)

Advisory Groups/Committees

Provision(s) to address the appointment/development of a representative group to advise the RSC on budget, elementary curriculum or any other related topic.

Special Funds

Provision(s) to address special funds that may be contributed by members.

(The RSC must vote whether to accept additional funds from members and must have approval authority over how such funds may be spent to ensure the equitable provision of programs and services across member lines.)

Employment of personnel in a newly formed or expanded RSD

Provision to address employment of personnel in a newly formed or expanded RSD. There must be the same collective bargaining conditions; e.g. teachers of same level of education/experience etc. must be on same pay scale. Language addressing this issue need not be included in the RSD agreement, but local officials may want to include a reference to ensure the rights of staff, formerly employed by a member school committee.

Requirement that RSC approve amendments to the budget

"(a) A regional school committee may propose with a two-thirds vote, an amendment to a previously approved budget. If such amendment results in an increase in the total amount of the budget or an increase in assessment for any member, such amendment shall be submitted to the local appropriating authorities for their approval. The local appropriating authority of every member shall have 45 days from the date of the regional school committee's vote to meet and consider the amendment. The proposed amendment shall be effective if it is approved by two-thirds of the local appropriating authorities and by the local appropriating authority of any member whose assessment is increased.

(b) If a local appropriating authority does not vote on the proposed amendment within the 45-day period and that local appropriating authority has previously appropriated funds for its assessment in an amount greater than or equal to the member's assessment for the amended budget that member shall be deemed to have approved the amended budget.

(c) If a proposed amendment to a previously approved budget does not increase the total amount of the budget and reduces or leaves unchanged the assessment for every member, the amendment shall not require approval by the local appropriating authorities and shall be effective upon a two-thirds vote of the regional school committee."

(The addition of E&D funds to the budget, after the original member approval of the budget, constitutes an amendment to the budget. The amendment process outlines above must be followed.)

See 603 CMR 41.05(5)(a)(b)(c)

<p><u>Requirement that RSC approve transfers to the budget</u></p> <p>“Transfers from one budget line item to another shall require and be effective upon approval of the regional school committee. Such approval shall be by a majority vote of the regional school committee unless otherwise specified in the regional agreement. Authority for such transfers may not be delegated.”</p> <p>603 CMR 41.05(5)(f)</p>		
<p><u>Provision for the periodic review of the RSD agreement</u></p> <p>It is recommended that periodic review of the RSD agreement be required to ensure:</p> <ul style="list-style-type: none"> - compliance with changes in local, state or federal law or regulation; and - agreement and compliance with changes in local, state, federal or RSD policy. 		
<p><u>Important Considerations</u></p> <p><i>None of these considerations include content that is required as part of RSD agreement.</i></p>		
<p>If a RSD was created, changed or otherwise impacted by act of the Massachusetts legislature, amendment of the RSD agreement may be contingent upon language in that act, and, in some cases, the act itself may require legislative amendment.</p>		
<p>When a new RSD is formed or when a member town withdraws from an academic RSD, the RSC or RPB <u>must</u> contact ESE to convene a “Reorganization Needs Conference”. The Reorganization Needs Conference shall include consideration of a Long Range Education Plan to determine whether the proposed project is in the best interest of the applicant and of the Commonwealth.</p> <p>See 603 CMR 41.02</p>		
<p>If a school committee is part of a superintendency union, the union must dissolve before an academic RSD may be formed or expanded.</p>		
<p>If a town is in a tuitioning agreement and joins/forms an academic RSD, the tuitioning agreement must be changed.</p>		
<p>If a RSD expands to serve PreK-12 or to add a new member town at the PreK-12 level, the school committee that will become a non-operating district must withdraw from any collaborative of which it is a member.</p>		
<p>For certain mergers, it may be necessary to discuss facilities. For example, how existing school buildings will be used, whether new school buildings will be needed, whether there will be a need to close a school building what school buildings or other facilities will be needed to support the students in the new or expanded RSD, etc.</p>		

LOCAL REVIEW OF RSD AGREEMENT

Tips to avoid confusion in RSD agreement/amendment interpretation.

Topic	Comment	✓
<p>References within the agreement</p> <p>Ensure that all references to M.G.L. or sections of the agreement/amendment are correct.</p>		
<p>Table of contents</p> <p>Ensure that the table of contents matches the content of the agreement.</p>		
<p>Abbreviations</p> <p>Ensure that any abbreviations that are used in the agreement/amendment are first spelled out, with the abbreviation following the first instance in parentheses. (For example, "Department of Elementary and Secondary Education (ESE).")</p>		
<p>Explanations</p> <p>To the extent there are any references to terms that are otherwise explained in full in the agreement, ensure that there is acknowledgment as to what the terms mean before the terms are used (e.g., "The Commissioner of Elementary and Secondary Education, herein, 'the Commissioner'"; "the towns of Alpha, Beta and Delta, herein 'the member towns'.")</p>		
<p>Consistent use of terms</p> <p>Be consistent in use of terms!</p> <p>For example, where "member" is used to refer to a school committee member, do not then use the term for "member town."</p>		
<p>Definitions of terms</p> <p>Where the RSD agreement/amendment references terms that are open to interpretation, it is recommended that these terms be <u>clearly defined</u>. For example, if "enrollment" is used to assist in setting member assessments, is it enrollment as of a date certain? Does it include outgoing school choice or tuition students?</p>		