**REGIONAL SCHOOL DISTRICT AGREEMENT CHECKLIST**

*This checklist is provided by the Department of Elementary and Secondary Education (DESE) to assist local officials and Regional Planning Boards (RPB) in the development or amendment of a regional school district agreement under the provisions of M.G.L. Chapter 71, Section 14-16I and 603 C.M.R. 41.00. (Revised September 2022)*

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| ***REQUIRED AGREEMENT CONTENT AND CITATIONS*** | ***COMMENTS*** | |
| ***General Information*** | | |
| **Authorization**  A regional school district (RSD) agreement is authorized by M.G.L. Chapter 71, Sections 14-16I and 603 C.M.R. 41.00.  If an RSD was created, changed or otherwise impacted by an 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. The Act should be referenced in the agreement. | Example: “This Agreement is entered into pursuant to Chapter 71 of the Massachusetts General Laws (M.G.L.) among the Towns of X, Y, and Z, hereinafter referred to as ‘member towns.’ In consideration of the mutual promises herein contained, it is hereby agreed as follows:…” | |
| **Name of the Regional School District (RSD)**  Include the name of the RSD or how the RSD should be officially designated. | Example: The Regional School District shall be called the ABC Regional School District, hereinafter referred to as ‘District’. | |
| **Member cities/towns**  Include the names of the member cities and towns.  *See M.G.L. c. 71, § 14B* | *See* Authorization example above*.* | |
| **Type of RSD school or schools**  Indicate whether the agreement is to establish an academic or vocational/technical\* RSD.  *See M.G.L. c. 71, § 14B(c)* | \*To establish a regional vocational/technical district, local officials must also contact DESE’s Career Vocational Technical Education (CVTE) Office. | |
| **Grade configuration of the RSD**  Indicate specific grade ranges to be included in the RSD, including Pre-Kindergarten, if applicable. |  | |
| ***Governance*** | | |
| **Number, composition, method of selection, and terms of office of the members of the regional school committee (RSC)**  Include:   * Number of members of the committee in total, * Composition of committee, how many from each town, unless district-wide election, with no residency requirement, * Method of selection of members (*see below*), and * Terms of office of the members.   *See M.G.L. c. 71, §§ 14B (a) and 14E* | Provisions should be included to address vacancies, quorum, staggering of terms, election/selection of officers and the general authority of the RSC. | |
| **Method of selecting members of the regional school committee**  Include one of the following statutory options:   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, or* 5. *appointing committee members by locally elected officials such as school board members.*   *See M.G.L. c. 71, § 14E*  If an RSD agreement provides for the election of members in district-wide elections 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 that fact and also of his/her name and mailing address.  Special legislation is required to authorize district-wide elections that are to be held at a time other than the biennial state elections. | The agreement must provide for one of the allowable options outlined in M.G.L. c. 71, § 14E.  If apportioned voting (#1) or weighted voting (#4) is the method chosen, the apportionment or weight must be representative of the population served in each member town.  If weighted voting is used, include the weight of each vote and stipulate that all RSC votes must reflect the combined weighted votes of the RSC members.  If elected members do not immediately take office, the agreement language must address when the term starts and ends. The candidates must also be made aware of the start and end date of the term, and the ballot must so represent. | |
| ***School Buildings*** | | |
| **Town or towns/Location**  Include the town or towns in which, or the general area within the RSD where the RSD school or schools are to be located.  *See* *M.G.L. c. 71, § 14B(b)* | To avoid limiting the authority of the RSC, it is recommended that agreements include general information rather than specific street addresses and grades served in each school located within the member towns. | |
| **Lease or sale of property to regions**  If the RSD agreement/amendment addresses the sale, lease or license of school buildings and land by a member town to the RSC, the following statutory provisions apply:   * 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 such sale, lease or license accordingly, notwithstanding the provisions of section three of chapter forty or any other provisions of law to the contrary.   ***Regarding SALE(S), the RSD Agreement shall set forth:***   * + the price,   + time or times of payment, and   + the method by which the member towns other than the selling member town 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.  ***Regarding LEASE(S) OR LICENSE(S) TO USE, the RSD Agreement 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.  *See* *M.G.L. c. 71, § 14C* | | The RSC must have general charge of the school buildings and appurtenant land. Therefore, unless the RSC owns the building(s) and appurtenant land, language must be included in the RSD agreement to address the sale, lease or license of school buildings and appurtenant land to the RSD from the member town(s).  This provision will not be needed if the RSC owns the school building(s) and land, such as is often the case with a secondary Academic or Vocational RSD. |
| ***Budget Preparation and Related Matters*** | | |
| **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 member [town]s’ 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 member [town]s for the support of the budget.”*  *See* *M.G.L. c. 71, § 16B; 603 C.M.R. 41.05(1)(a)* | | 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 at each stage of the budget process (e.g., majority vote for budget proposed prior to/at public hearing; 2/3 vote of the entire committee for the final budget as proposed following the public hearing). |
| **Apportioning of costs to the members**  Include the method of apportioning:   * the expenses of the RSD, and * 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.   *See M.G.L. c. 71, § 14B(d)* | The method of apportioning costs pursuant to the statutory assessment (603 C.M.R. 41.01) method must be addressed in the agreement.  RSC may only use an alternative assessment method (603 C.M.R. 41.01) to apportion annual assessments if there is an alternative method included in the agreement.  If enrollment is used to determine any portion of the assessments, the term must be clearly defined. *(See Definitions of Terms on Page 11.)* | |
| **Budget approval**  Include language to reflect the process for school committee and for municipal approval of the budget.  *“The annual regional school district budget as adopted by a two-thirds vote of the regional school district committee shall require the approval of two-thirds of the local appropriating authorities of the member municipalities.”*  *See* *M.G.L. c. 71, § 16B* | | “*The budget as adopted by the regional school committee and the member [town]'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 member [town]s. A vote by the local appropriating authority to appropriate the member [town]’s assessment shall constitute approval of the regional school district’s budget.*  *The use of the alternate assessment method shall require the approval of all the member [towns]; such approval may be given by a separate vote of the appropriating authority, or if a separate vote is not taken, approval of a budget or assessment based on the alternate method shall be deemed approval of the method.” See 603 C.M.R. 41.05(2)(a)* |
| **Expected times of payments of the assessments by the member towns**  Include the payment schedule. The agreement must include: “…the time and manner of payment of the shares of the several towns...”  *See M.G.L. c. 71, § 14B(d)* | |  |
| **Method by which school transportation shall be provided**  Include the method by which student transportation to and from school will be provided.  *See M.G.L. c. 71, § 14B(e)*  Transportation to and from school must be provided to RSD PK-12 students, consistent with statutory requirements.  *See M.G.L. c. 71, § 16C; M.G.L. c. 71, § 68* | There is no entitlement to regional transportation reimbursement if the RSD agreement does not state that the RSD will provide school transportation and/or if the transportation is provided by the member towns. | |
| **If transportation is to be furnished by the district, the manner in which the expenses shall be borne by the several towns**  Include the formula for determining each member town’s share of the transportation expenses (e.g., based on miles, number of students transported, number of students attending the RSD schools, number of students from each member town and receiving public education at the member town’s expense, etc.)  *See* *M.G.L. c. 71, § 14B(e)* | Ensure that the formula is clear, especially if there is a reference back to the formula for apportioning operating expenses. | |
| ***Amendment procedures, including those due to changes in RSD membership*** | | |
| **The method by which the agreement may be amended**  Include the amendment method, which should address:   * Time frame, * Who can propose an amendment and how it must be proposed, * Required approvals (RSC and member towns; majority/unanimous; etc.), * Effective date of amendment, and * Commissioner’s approval. *(The effective date and jurisdiction may be different than approval date.)*   *See M.G.L. c. 71, § 14B(g)* | If the amendment changes the budget or assessment process, for clarity, consider addressing in what fiscal year cycle the amendment will be in effect.  Member town approval of an amendment is as outlined in the agreement. The complete language of the proposed amendment (not just the substance of the amendment) must be presented to member towns for approval.  The Commissioner must approve all amendments. | |
| **Terms by which any city or town may be admitted to or separated from the RSD**  Include the method by which a new member city or town may **join** the RSD, which should address:   * Time frame: * When notice of admission must be provided and to whom.   + How long before the expected effective date. * Conditions of admission. * Required approvals (RSC and member towns; majority/unanimous; etc.) * Commissioner’s approval (required).   The effective date and school committee jurisdiction may be different than the approval date or the effective date may be subsequent to the July 1 date required in DESE regulations*.*  *See M.G.L. c. 71, § 14B(f)* | | A new member town may join an 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. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.  *See 603 C.M.R. 41.03(2*) |
| **Terms by which any city or town may be admitted to or separated from the RSD**  Include the method by which a member city or town may **withdraw** from the RSD, which should address:   * Time frame:   + When notice of withdrawal must be provided and to whom.   + How long between provision of notice of withdrawal and earliest expected effective date. * Conditions of withdrawal. * Required approvals (RSC and member towns; majority, unanimous; etc.) * Commissioner’s approval (required).   *See M.G.L. c. 71, § 14B(f)* | | An existing member town may withdraw from an 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. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.  *See 603 C.M.R. 41.03(2)*  A withdrawing member town does not sign/become party to the amendment to the agreement that follows its withdrawal. Therefore, expectations for withdrawal should be included in the agreement. |
| **Transition Period (applicable to agreements/amendments for new, expanded or enlarged 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.  *See 603 C.M.R. 41.03(5)* | The agreement/amendment should also define the relationship and interaction between the existing member towns’ school committees and the RSC. | |
| **Any other matters, not incompatible with law, which the RSD planning board may deem advisable**  The RSD agreement/amendment may contain any other matters that are not incompatible with law.  *See M.G.L. c. 71, § 14B(i)* | *Se*e Optional Content below. | |
| ***Required Approvals*** | | |
| **DESE preliminary review of draft agreement/amendment**  DESE policy requires that any proposed RSD agreement/amendment be reviewed by program staff and the DESE legal office before such RSD agreement/amendment is submitted to the member municipalities for approval. This is to ensure that program staff can make a positive recommendation for approval to the Commissioner following local votes. *See M.G.L. c. 71, § 14B* | See *Approval by Commissioner* on page 6. | |
| **Copies of such agreement (or amendment) shall be submitted … to the several towns for their acceptance**  “*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?”*  *See* *M.G.L. c. 71, § 15*  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. | 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 town at town meeting/council meeting.   For a new RSD agreement, all member towns listed in the agreement must approve.    For an amendment to an existing agreement, the requisite number of member towns must approve in accordance with the language of the existing RSD agreement.  The complete language of the RSD agreement/amendment must be provided for each member town’s approval. | |
| **Approval by the Commissioner**  The RSD agreement/amendment, if approved at town meeting, must be sent to DESE program staff, along with the certified votes from the requisite number of member towns and a request for Commissioner approval.  *See M.G.L. c. 71, § 14B* | DESE program staff may be reached in the **Office of Regional Governance** at DESE. | |
| ***POSITIONS AND COMMITTEES AUTHORIZED/REQUIRED BY THE RSD LAW***  ***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.*** | | |
| **Appointment of Officers**  RSC shall choose a chair and vice chair by ballot from its membership. The vice chair shall, in the absence of the chair, exercise the powers and perform the duties of said chair.  RSC shall appoint a secretary and a treasurer who may be the same person, but who need not be members of said RSC. | Ensure that chair and vice chair are chosen by ballot. | |
| **School Building Committee**  The RSC may 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.  *See M.G.L. c. 71, § 16A* |  | |
| **Warrant Subcommittee**  “The regional school committee may designate any one of its members for the purpose of signing payroll warrants and accounts payable warrants to allow for the release of checks; provided, however, that the member shall make available to the board, at its next meeting, a record of such actions. This provision shall not limit the responsibility of each member of the board in the event of a noncompliance with this section.”  *See M.G.L. c. 71, § 16A* |  | |
| ***Optional Content***  ***While not required, some RSDs address the following components in their agreements/amendments.*** | | |
| **General Authority**  Language may be included to acknowledge the general powers and authority of school committees and to encompass the authorities specifically granted to RSCs under M.G.L. c. 71, § 16. |  | |
| **School Committee Votes**  Language may be included to reflect the types of votes needed for RSC approval of various matters (e.g., majority, 2/3, unanimous). However, there must be an acknowledgement in the agreement/amendment that certain actions by the RSC (e.g., budget and budget amendment) must be approved by 2/3 vote of the full RSC as required by law and regulation*.* |  | |
| **Advisory Groups/Committees**  Language may be included to address the appointment/development of a representative group(s) to advise the RSC on budget, elementary curriculum or any other topic related to the RSC’s duties. |  | |
| **Use of School Buildings**  In addition to lease and sale terms (required, above, as applicable), language may be included to address the usage of school buildings by including, among other local options, provisions such as the following:   * Whether students will be served in their local town schools, * Under what conditions students may be served in other than their local town schools (i.e., emergencies, special education services), * A procedure to close a school building within a member town, including the required votes of the RSC and the member town(s), as applicable, and * A method to revert a closed school or building back to the member town. |  | |
| **Public hearing on the budget**  Language may be included to address the public hearing requirements of the law.  *“The regional school committee shall hold a public hearing on the proposed budget and, following such hearing, shall adopt a budget by a two-thirds vote, incorporating such changes from the proposed budget as the regional school committee deems appropriate.”*  *See M.G.L. c. 71, § 38N and 603 C.M.R. 41.05(1)(g)* | |  |
| **Requirement that RSC approve amendments to the budget**  Language may be included to address legal requirements for amending 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 [town], such amendment shall be submitted to the local appropriating authorities for their approval. The local appropriating authority of every member [town] 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 [town] 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 [town]’s assessment for the amended budget that member [town] 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 [town], 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….”*  *See 603 C.M.R. 41.05(5)(a)-(c)* | | The addition of Excess and Deficiency (E & D) funds to the budget after the original member town approval of the budget constitutes an amendment to the budget, and the amendment process under 603 C.M.R. 41.05(5) must be followed. |
| **Requirement that RSC approve transfers to the budget**  Language may be included to address legal requirements for school committee approval of line-item transfers.  *“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*.”  *See 603 C.M.R. 41.05(5)(f)* | |  |
| **Incurring of debt**  Language may be included to address legal requirements related to incurring debt. RSDs may incur debt pursuant to either M.G.L. c. 71, § 16(d) or 16(n). | | Recommend that all academic and vocational RSD agreements/ amendments include a provision for incurring debt.  The decision on which method to use is made by the RSC. *See M.G.L. c. 71, §14D.* |
| **Provisions related to the conditions for a member town’s withdrawal:**  Language may be included to address provisions such as:   * legal fees incurred as a result of a 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 town has withdrawn, but date back to when it was a member town, * legal fees, and/or * return of building(s) to the member town. | |  |
| **Rights of School Employees in Regional School Districts**  Language may be included to address employment of personnel in a newly formed or expanded RSD. Language addressing employee rights need not be included in the RSD agreement, but local officials may want to include language to clarify the obligation to staff, formerly employed by a member school committee in accordance with law.  *See M.G.L. c. 71, § 42B* | |  |
| **Provision for the periodic review of the RSD agreement**  Language may be included to address the periodic review of the RSD agreement to ensure:   * compliance with changes in local, state or federal law or regulation, * compliance with one person, one vote requirements, and * agreement and compliance with changes in local, state, federal or RSD policy. | |  |
| **Termination of Regional Agreement**  Language may be included to address the termination of the RSD. | | Withdrawal of a town in a two-town district results in termination of the RSD. This could also be addressed in the required withdrawal provisions of the RSD agreement. |
| **Signatures**  The Commissioner’s name under a signature line and a date line for the Commissioner, indicating the Commissioner’s approval and date of approval of the RSD agreement/amendment, may be provided, if desired, for full amendments that change the entire agreement.    Names, signature lines and date lines for representatives of the school committee, planning board and other local officials, may be provided.  The signature lines, if included, must clearly be part of the Agreement, bearing the same heading and continuing page numbering. | | Program staff would not recommend the Commissioner sign an amendment that only partially changes the agreement unless all other sections of the existing agreement have been reviewed by DESE to ensure current compliance with all areas of RSD law and regulation. |
| ***TIPS: REVIEW OF RSD AGREEMENT*** | | |
| **References within the agreement**    Ensure that all references to M.G.L., 603 C.M.R. 41.00, and references to other sections of the agreement/amendment are correct. | | |
| **Table of contents**  Ensure that the table of contents, if any, matches the content of the agreement. | | |
| **Abbreviations**  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 (DESE).”) | | |
| **Terms used to refer to subjects later mentioned in the agreement**  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 or Elementary and Secondary Education, herein, ‘the Commissioner’”; “the towns of Alpha, Beta and Delta, herein ‘the member towns’”.) | | |
| **Consistent use of terms**    Be consistent in use of terms. For example, where “member” is used to refer to a school committee member, do not then use the term for “member town.” | | |
| **Definitions of terms**  Where the RSD agreement/amendment references terms that are open to interpretation, it is recommended that these terms be clearly defined. For example, if enrollment is used to determine any portion of the assessments, the term must be clearly defined (e.g., based on number of students from each member town attending the RSD schools, foundation enrollment, annual or rolling average or the number of students under the financial responsibility of each member town, etc.) | | |
| **Page numbers**  It is helpful to include page numbers in the agreement. | | |
| **Outline format**  Check outline format. | | |