

SOUTHERN BERKSHIRE HILLS¹
REGIONAL SCHOOL DISTRICT

REGIONAL AGREEMENT

[July 1, 2024]

GREEN indicates items of consensus

Red indicates decision points

¹ This working name of a new regional district is **TBD**.

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REGIONAL AGREEMENT

This Regional Agreement (hereinafter, this “Agreement”), is entered into pursuant to Chapter 71 of the Massachusetts General Laws between and among the Towns of Alford, Egremont, Great Barrington, Monterey, New Marlborough, Sheffield, Stockbridge, and West Stockbridge (collectively, the “Member Towns” and individually a “Member Town”) . The Regional School District will be known as the [Southern Berkshire Hills Regional School District] (hereinafter, the “District”).

SECTION I: TYPE OF REGIONAL SCHOOL DISTRICT

A. The District shall include all grades from pre-kindergarten through grade twelve (“PK-12”). The District is a body politic and corporate with all the powers and duties conferred by law and by this Agreement, as this Agreement may be amended from time-to-time.

B. The District’s School Committee (hereinafter, the “Committee”) is hereby authorized in its discretion to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of M.G.L. Chapter 74, as amended, and any other laws relative thereto, and is authorized to join or form educational collaboratives consistent with M.G.L. Chapter 40, Section 4E, as amended.

SECTION II: DISTRICT SCHOOL COMMITTEE

A. Composition

The powers and duties of the District shall be vested in and exercised by a regional school district school committee (the “Committee”). The Committee shall consist of 11 members, with one member being being a resident of Alford, one member being a resident of Egremont, , one member being a resident of Monterey, one member being a resident of New Marlborough, two members being residents of Sheffield, one member being a resident of Stockbridge, one member being a resident of West Stockbridge and three members being residents of Great Barrington.

B. Elections

Committee members shall be elected in district-wide elections to be held at the biennial state elections.

C. Vacancies

If a vacancy occurs on the Committee among the members elected in accordance with this Agreement, the Selectboard of the Member Town with any such vacancy [together with any remaining Committee member(s) from the Town involved, acting jointly,][**TBD**] shall post such vacancy, consider applicants, and appoint a member to fill such vacancy [for the balance of the unexpired term][until the next District-wide election][**TBD**].

D. Organization

The Committee shall organize and appoint annually by majority vote a Chairperson and a Vice Chairperson from its members at the first Committee meeting following district-wide election and qualification of successors (the “Reorganization Meeting”). At the same meeting, or at any other meeting, the Committee shall appoint a Treasurer and a Secretary who may be the same person but who need not be members of the Committee, and shall choose such other officers as it deems advisable. The Chairperson shall appoint persons to serve on subcommittees within thirty (30) days of the Reorganization Meeting or as soon thereafter as possible.

E. Powers and Duties

The Committee shall have all the powers and duties conferred upon school committees by law and this Agreement, and such other additional powers and duties as are specified in M.G.L. Chapter 71, Sections 16 to 16I inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

F. Quorum

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

G. Votes Requiring a Super Majority: A passing vote on the following issues requires _____ (X) of _____ (X) votes of the Committee: [**TBD**]. [Following are examples in addition to statutory requirement that 2/3 vote on budget (if 11 member Committee, would require 8 votes) as provided in section V(B)(1) below.]

1. Vote to recommend to the Member Towns an amendment to this Agreement.

2. Vote to reconfigure grades among the buildings.

3. Vote to close a school.

SECTION III: STUDENTS – INCLUDING TUITION & ASSIGNMENTS

A. Students Entitled to Attend the District Schools

The District shall accept all eligible children who reside in the Member Towns.

B. The Superintendent shall assign students to the schools, taking into account, but not bound by, any recommendations of the Committee, consistent with the Education Reform Act of 1993, as amended.

C. The Committee shall develop an intra-school district choice policy. **[TBD: possible inclusion in Regional Agreement of provision that children of the Member Towns are entitled to attend the school in closest proximity to their residence; include possible transition period for families with children in schools not in closest proximity who want to keep their children in those schools.]**

D. Vocational School Students

Any student residing in a Member Town who desires to attend a vocational school outside the District shall be entitled to attend such school to the extent required by law and the cost of tuition for attending any such school and the cost of transportation and any capital cost, as applicable, shall be borne by the Town wherein the student resides (not by the District).

E. Admission of Students Residing outside the District

The Committee may accept for enrollment in the District students from towns other than the Member Towns as permitted by law on a tuition basis and upon such terms as the Committee may determine.

SECTION IV: LOCATION AND LEASE OF SCHOOLS

A. All District schools shall be located within the Member Towns.

B. School buildings in Member Towns may be leased to, or owned by, the District.

Any lease of a school building and its associated land (collectively, the “Premises”) shall be for a term of not more than twenty (20) years, and shall include a provision that allows the District to extend the term for an additional term not to exceed twenty

(20) years, renewable during the term at the option of the Committee by notice to the Town at least one (1) year prior to the expiration of the initial or any renewal term. Any such lease shall also allow the Town from which the Premises is leased to reclaim possession upon termination. Any such lease shall authorize the District to improve, alter, remodel or modernize the Premises at its own expense. No rental shall be charged to the District by any Member Town; [however, the District shall bear all costs for insurance, maintenance and repair, utilities and other services associated with the Premises.] [For purposes of this Agreement, “repair” shall be defined as any repair that costs less than [insert amount]. Any cost above said amount shall be assessed to the applicable town(s) as a capital cost.] **[TBD]**

C. [In the event that a District-owned school is no longer needed, the Premises will revert to the Member Town in which it is located], unless the building(s) upon such Premises was originally built and funded by the District, in which case the proceeds from the sale of the Premises shall be shared in accordance with the assessment methodology. All personal property and fixtures of that school will be divided by the Member Towns which have contributed to that school.] **[TBD]**

D. The District shall provide suitable school facilities for students of all the Member Towns and shall assume all expenses of operation and maintenance of District-owned schools. The Committee shall determine the location, structure, and physical plants of all schools and school facilities.

E. **[School Closures TBD]**

Option 1:

No action shall be taken on any proposal to open any new school or close any existing school (hereinafter a “Proposed School Action”) except upon the affirmative vote of at least _____ (X) members of the Committee. At least forty-five (45) days prior to any vote of the Committee on any Proposed School Action, the Committee shall provide notice to all Member Town Select Boards stating the nature of the Proposed School Action and the times, dates and places of public hearings to be held thereon. Two separate public hearings shall be held regarding any Proposed School Action; such public hearings shall be held at least seven (7) days apart and both of such hearings shall be held at least fourteen (14) days prior to any vote of the Committee on the Proposed School Action. At least one of such public hearings shall be held in the Member Town in which the subject school is or would be located. Additional public hearings may be scheduled and held at the discretion of the Committee. Upon the request of any Select Board of any Member Town, the Committee shall arrange to meet with such Board prior to the Committee’s vote on the Proposed School Action. No vote of the Committee to open any new school or close any existing school shall be effective unless such vote is ratified by majority vote of Town Meetings in at least three-quarters of the Member Towns.

OR

Option 2:

1. No school within the District shall be closed without the District's Central Office Administrators conducting the following:
 - a. A feasibility study conducted at least ten (10) months in advance of the proposed closing to include the educational impact on students. Under extraordinary circumstances, this timeline may be modified by a majority vote of the Committee with representatives from at least [xx] towns voting to support the modified timeline.
 - b. A complete fiscal analysis to determine the cost savings, the impact on the regional budget, and the individual assessments to the Member Towns.
 - c. A review of educational organizational schemes and their financial impact.
 - d. A review of population trends to determine the long-term impact of the closing.
 - e. A meeting that includes the Select Board for the member town affected by the school being studied for closing.
 - f. A public hearing held prior to the vote of the Committee.
2. A vote by the Committee to begin the study must be taken at least ten (10) months prior to its vote to close a school and must pass with a two-thirds (2/3) majority.
3. A school may then be closed at the first June 30th after the Committee vote.
4. A vote by the Committee to close the school shall require a two-thirds (2/3) majority vote of the Committee with representatives from at least [five (5)] towns voting to support closure. The vote shall be held at a regularly scheduled Committee meeting.
5. Closure of a school is defined as no longer assigning District students to that particular school. The Member Town affected by the Committee vote shall assume control and ownership of the facility, unless the school is owned by the District.

SECTION V: BUDGET

A. Budget: The Committee shall annually determine the District's budget consistent with the timelines, terms and requirements of M.G.L. Chapter 71, Section 16B, as amended, and other applicable law consistent with regulations promulgated by the Department of Elementary and Secondary Education (hereinafter "DESE").

B. Public Budget Hearing and Budget Approval

1. The Committee shall hold a public hearing consistent with M.G.L. Chapter 71, Section 38N, as amended. The hearing shall be posted in accordance with the Open Meeting Law in advance of the hearing, stating the time, place and purpose of the hearing at which it will present the proposed District tentative budget and shall answer any reasonable inquiries with respect thereto. After conducting the

public hearing, by a minimum two-thirds (2/3) vote of all its members (Chapter 71, Section 16B), the Committee shall annually approve an operating, transportation, and capital/debt budget for the next fiscal year to maintain and operate the District. Following the public hearing on the tentative budget, the Committee may make any such modifications to its tentative budget as it deems necessary or desirable. The Committee shall thereafter approve a final budget and submit it to the District Treasurer, Chair of the Select Board and Chair of the Finance Committee of each of the Member Towns.

2. The budget will be itemized in such detail as required by DESE regulations. Such budget shall be adopted not later than forty-five (45) days prior to the earliest date of the Annual Town Meeting of any Member Town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1.

1. The amounts so apportioned under Section VI for each Member Town shall be certified by the District Treasurer to the Treasurers of the Member Towns according to M.G.L. Chapter 71, Section 16B, as amended. The annual budget, as adopted by a two-thirds (2/3) vote of all of the members of the Committee, must be approved by a simple majority vote at two-thirds (2/3) of the Member Town Meetings, and if so approved, each Member Town shall appropriate the amount so certified to its Treasurer. If a budget is not approved by two-thirds (2/3) of the Member Towns, the District shall follow the process to approve a final budget as stated in M.G.L. Chapter 71, Section 16B, as amended.

C. Amendments to Approved Budgets [CMR 603 41.05 (5), as amended]

1. The Committee may propose, with a two-thirds (2/3) 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 Treasurer of the District shall submit the proposed amendment to the Member Towns within seven (7) days from the date of the Committee vote. The local appropriating authority of both Member Towns shall have forty-five (45) days from the date of the Committee's vote to meet and consider the amendment. The proposed amendment shall be effective if it is approved by two-thirds (2/3) of the Member Towns.

2. If a local appropriating authority does not vote on the proposed amendment within the forty-five-day (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.

3. 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 (2/3) vote of the Committee.

4. Whenever a Member Town's assessment is reduced to a smaller amount than previously appropriated by the local appropriating authority, the appropriation shall automatically be deemed to be reduced to such lesser amount.

D. The dates on or before which each Member Town shall pay its proportionate share of the operating costs, transportation costs, and capital/debt costs to the District each year shall be paid on or before the date indicated below:

September 1	25%
December 1	50%
March 1	75%
June 5	100%

SECTION VI: APPORTIONMENT OF COSTS

A. For the purpose of apportioning assessments by the District to the Member Towns, costs shall be divided into three categories: (1) operating costs, (2) transportation costs, and (3) capital/debt costs.

B. Operating costs shall include all costs other than transportation and capital/debt costs, such as salaries, wages, supplies, texts, repair and maintenance expenditures, interest on notes issued in anticipation of revenue and other costs incurred in the day-to-day operation of the District.

C. Transportation costs shall include all costs related to the transportation of all resident students who are transported by the District to and from school.

D. Capital/debt costs shall include all expenditures relating to capital outlay, such as payment of the principal of and interest on bonds or other obligations issued by the District to finance capital costs, and any other expenses associated with the acquisition of real estate, construction and improvement of buildings, grading, purchase of equipment, and other activities incidental to any subsequent additions and improvements thereto. Capital costs shall also include any payments of principal or

interest on any outstanding or future bonds or other evidence of indebtedness issued by a Member Town to finance capital expenses in connection with the schools referenced in Section IV (A).

E. Apportionment of Operating Costs

1. The operating costs assessed to each Member Town will consist of each Member Town's Minimum Local Contribution (M.G.L. Chapter 70, as amended) and each Member Town's share of Above Minimum Local Contribution.

2. The aggregate Above Minimum Local Contribution is calculated by subtracting from the Operating Budget the following: Chapter 70 state aid, the Minimum Required Combined Local Contributions of each Member Town, and other general revenue sources to the District (e.g., interest, tuition payments, fees, etc.).

This formula is illustrated below:

Operating Budget (which excludes transportation and capital/debt)
- (minus) Chapter 70 aid (as calculated by DESE)
- (minus) Minimum Required Combined Local Contributions of each Member Town (as calculated by DESE)
- (minus) Other general revenue sources to the District
= (equals) Aggregate Above Minimum Contribution

3. The Above Minimum operating costs shall be apportioned to the Member Towns on the basis of:

[TBD. For Apportionment (Operating Above Minimum) possibilities, see Worksheet 3]

F. Apportionment of Transportation Costs

The transportation portion of the assessment shall be calculated by reducing the District's transportation costs by the amount of Chapter 71 Transportation reimbursement. The remaining amount shall be allocated to the Member Towns based on the same formula as the apportionment of the Above Minimum operating costs as described in VI(E)(3).

G. Apportionment of Capital/Debt Costs **[TBD for both new HS and other capital costs]**

[For Apportionment (Capital/Debt) possibilities, see Worksheet 3]

H. Total Assessment to Each Member Town

The total assessment to each Member Town shall be the sum of the Minimum Local Contribution, the Above Minimum Local Contribution, transportation, and capital/debt, as calculated above.

SECTION VII: INCURRING OF DEBT

A. The Committee may vote to incur debt consistent with the terms and conditions of M.G.L. Chapter 71, Section 16, as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee, by two-thirds (2/3) vote, shall elect either the process that appears in M.G.L. Chapter 71, Section 16 (d), as amended, or M.G.L. Chapter 71, Section 16 (n), as amended.

1. Chapter 71, Section 16 (d) states in part: written notice of the amount of the debt and of the general purposes for which it was authorized shall be given by certified mail to the Select Board in each of the Member Towns comprising the District not later than seven (7) days after the date on which the debt was authorized by the Committee; provided further, that no debt may be incurred until the expiration of sixty (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 District may hold a Town Meeting for the purpose of expressing disapproval of the amount of debt authorized by the Committee, and if at that meeting a majority of the voters present and voting express disapproval of the amount authorized by the Committee, the debt shall not be incurred. Notice of the amount of debt and the general purpose for which it was authorized shall be sent to the Select Boards of the Member Towns.

2. Chapter 71, Section 16 (n) states in part: the vote of the 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.

B. Not later than seven (7) days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from Member Towns, written notice of the date of said authorization, the sum

authorized, and the general purpose or purposes for authorizing such debt shall be given to the Select Board in all Member Towns. Debt may be incurred by the District, if approved by the Member Towns in accordance with the Committee's chosen statutory method.

C. Each Member Town shall pay to the District its proportionate share of capital costs that consist of payments of principal and/or interest on bonds or notes issued by the District in accordance with Section V(D).

SECTION VIII: TRANSPORTATION

Regular school transportation shall be provided by the District to resident-enrolled students preK – 12 to the extent required by law and Committee policy.

SECTION IX: AMENDMENTS TO REGIONAL AGREEMENT

A. This Agreement may be amended from time-to-time in the manner hereinafter provided, but no such amendment shall be made that substantially impairs the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of that part of the costs of land acquisition and construction represented by bonds or notes of the District or by bonds or other evidence of indebtedness of the Member Towns that were issued to finance capital expenses in connection with the schools referenced in Section IV hereof then outstanding and of interest thereon.

B. An amendment may be proposed by [two-thirds (2/3)][three-quarters (3/4)][**TBD**] vote of the Committee.

OR

A proposal for amendment may be initiated by a single petition bearing the signatures of at least [10%][**option, 20%**] of registered voters in any one town of the District or by a majority of the members of the Committee. Said petition shall also contain, at the end thereof, a certification by the town clerk of the respective member town as to the

number of signatures on the petition that appear to be names of registered voters from that town; such certification to be prima facie evidence thereof.

Any such proposal for amendment shall be presented to the Secretary of the Committee who shall deliver a notice in writing to the Select Board of each Member Town that a proposal to amend this Agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Select Board in each Member Town shall include in the warrant for the next Annual or a Special Town Meeting called for the purpose an article stating the proposal or substance thereof. Such amendment shall take effect upon its acceptance by [all][two-thirds (2/3)][three-quarters (3/4)][**TBD**] of the Member Towns by a majority vote at such next Annual or Special Town Meeting, and by the Commissioner.

SECTION X: ADMISSION OF NEW MEMBER TOWNS

A. By an amendment of this Agreement adopted under and in accordance with Section IX above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement, by majority vote, as so amended and also upon compliance with such provisions of law and regulation as may be applicable and such terms as may be set forth in such amendment.

B. A new Member Town may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31st.

SECTION XI: WITHDRAWAL OF MEMBER TOWNS

A. The withdrawal of a Member Town from the District may be affected by an amendment to this Agreement in the manner hereinafter provided by this section. A Member Town seeking to withdraw shall, by vote at an Annual or Special Town Meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such Member Town may withdraw from the District.

B. Obligations of Member Towns

1. If a Member Town votes to withdraw from the District, that Member Town shall remain: (a) liable for any unpaid operating costs that have been certified by

the District Treasurer to the Treasurer of that Member Town including the full amount so certified for the year in which such withdrawal takes effect; (b) liable for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the Member Town had not withdrawn from the District, except that such liability shall be reduced by any amount which that Member Town has paid over at the time of withdrawal and that has been applied to the payment of such indebtedness; and (c) liable for other liabilities incurred during all times in which that Member Town was a member of the District (e.g., OPEB for professional and non-professional staff). All expenses related to a withdrawal from the District will be borne by the Member Town(s) that initiate(s) a withdrawal from the District.

2. Upon a Member Town's withdrawal from the District, monies from that withdrawing Member Town for future payments of funded indebtedness, interest thereon, and/or any other liabilities (e.g. OPEB), shall be used only for such purpose and until so used shall be deposited in a trust specifically named for such purpose.

C. The Clerk of the Member Town seeking to withdraw shall notify the Committee in writing that such Town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement [setting forth such terms of withdrawal as it deems advisable][**TBD.**]. The Secretary of the Committee shall deliver a notice in writing to the Select Board of all Member Towns that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a Member Town (enclosing a copy of such amendment). The Select Board of each of the Member Towns shall cause to be presented for determination by vote at the next Annual or a Special Town Meeting called for the purpose the question of accepting the proposal. The article in the warrant for such Annual or Special Town Meeting and the question on the official ballot to be used at such meeting shall include the proposal.

D. The withdrawing Town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such Town at the last annual apportionment made next prior to the effective date of the withdrawal.

E. A request to withdraw shall become effective only if the amendment to the Agreement is approved by a majority vote of the Committee, is approved by majority vote at an Annual or Special Town Meeting in [two-thirds (2/3)][three-fourths

(3/4)[all][TBD] of the Member Towns, is approved by the Commissioner, and can only become effective on the second July 1 after the completion of these requirements.

F. In the event of the withdrawal of a Member Town from the District, any leases (authorized by Section IV(B) of the Agreement) of buildings, facilities, or grounds in the withdrawing Town, including any lease entered into subsequent to the acceptance of this Agreement, shall be terminated on the effective date of such withdrawal.

G. Upon the effective date of withdrawal, the terms of office of the Committee members of the withdrawing Member Town shall terminate.

SECTION XII: ANNUAL REPORT

The Committee shall 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 Member Town were computed, together with such additional information relating to the operation and maintenance of the District schools as may be deemed necessary by the Select Board of any Member Town or by the Committee. **[TBD whether each Selectboard should be able to require additional information in annual report.]**

SECTION XIII: REVIEW OF REGIONAL AGREEMENT [TBD]

Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee shall, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

SECTION XIV: TRANSITION PERIOD

As part of the approval of this Agreement and of the District created by this Agreement, the Member Towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41, which will extend from the

appointment of the Appointed Transition Committee (as defined below) through the remainder of the fiscal year of such appointment, plus one additional fiscal year. (the “Transition Period”).

During the Transition Period, the Berkshire Hills Regional School District (BHRSD) School Committee and the Southern Berkshire Regional School District (SBRSD) School Committee shall continue to oversee and operate the schools in their respective districts, subject to the restrictions set forth the below. The Transition Committee shall have non-operating status during this period, with the power to hire staff, enter into contracts, and take such other actions as necessary to prepare for an orderly transition. **[TBD: Whether powers of appointed Transition Committee should be narrower than powers of elected Transition Committee]** At the end of the Transition Period, responsibility for the oversight and operation of the schools shall transfer to the District Committee.

A. Duties of the BHRSD School Committee and the SBRSD School Committees during the Transition Period. During the Transition Period the BHRSD School Committee and the SBRSD School Committee (the “Existing Committees”) will each continue in existence and will continue to operate their respective districts; provided, however, neither of the Existing Committees shall make any decisions likely to have a material impact on the new District without the review and approval of the Transition Committee as provided below.

B. Transitional District School Committee

During the Transition Period, an appointed transitional regional district school committee (the “Appointed Transition Committee”) will be formed to exercise the powers provided below until the next biennial election, at which point an elected transitional regional district school committee (the “Elected Transition Committee”) will be elected and seated, which Elected Transition Committee will thereafter exercise all powers provided hereunder for the remainder of the Transition Period. At the end of the Transition Period, the Elected Transition Committee shall automatically become the permanent Committee.

The Appointed Transition Committee and the Elected Transition Committee, as the case may be, (hereinafter referred to collectively as the “Transition Committee”) **[TBD – see note above]** shall possess all powers necessary for the planning and operation of the District (subject to the availability of funds necessary for the exercise of such powers), including but not limited to, the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. .

2. The power to establish and adopt policies for the District.
3. The power to employ for the District a superintendent, treasurer, chief financial officer, and director of special education, as well as the power to authorize the superintendent to employ other personnel for the District.
4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the Member Towns, collaboratives, vendors, and other agencies and parties, with all of these powers being able to be exercised on behalf of the District.
5. The power to adopt budgets for the District for the Transition Period and for the first year of the District, and to assess the Member Towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the District.
7. The power to appoint a District School Building Committee.
8. The power to develop and adopt a strategic plan for the District.
9. The power to appoint subcommittees.

C. Composition of Transition Committee

The Transition Committee shall be comprised of 11 members according to the school committee member composition for the Committee provided in Section IIA above. The Appointed Transition Committee shall be appointed by a majority of [the Selectboard] [the Selectboard and the respective school committee members on the Existing Committees] **[TBD]** in each Member Town.

D. Relationship Between the Transition Committee and the Existing Committees.

During the Transition Period, the Existing Committees shall not make decisions that will financially obligate or legally encumber the District without prior review and ratification by the Transition Committee. In addition, the Existing Committees will comply with the following during the Transition Period:

1. No building projects will be undertaken and no building closures will occur unless ratified by the Transition Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled except with the approval of the Transition Committee.

4. The school administration of the BHRSD and SBRSD districts will fully cooperate with the Transition Committee (and/or its designees) in sharing information and in the transfer of control of district operations.

E. Cessation of Operations of the Transition Committee. The Elected Transition Committee shall until midnight on June 30, (date), at which time the Elected Transition Committee shall become the Committee. The Committee will be deemed to be the legal successor to the Transition Committee for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the Transition Committee.

F. Terms for Elected Transition Committee

For the purpose of staggering the terms, Committee, the following will apply to the election of the Elected Transition Committee: **[TBD – see worksheet 4 for possible options]**:

1. **Single Residency Member Towns (Alford, Egremont, New Marlborough, Monterey, Stockbridge, West Stockbridge)**: [The [3] elected candidates with the most district-wide votes from Member Towns with one (1) resident Committee member] shall have a four-year (4-year) term; the remainder shall be have two-year (2-year) terms.]

2. **Multi-Residency Member Towns (Sheffield and Great Barrington)**. [The elected candidate resident in Sheffield with the most district-wide votes shall have a four-year (4-year) term; the second elected candidate shall have a two-year term. The 2 elected candidates resident in Great Barrington with the most district-wide votes shall have a four-year (4-year) term; the remaining elected candidate shall have a two-year (2-year) term.]

SECTION XV: EFFECTIVE DATE AND JURISDICTION

This Agreement shall take effect, except as provided below, on the first day of the month of July in the year _____, if prior to that date the Towns of Alford, Egremont, Great Barrington, Monterey, New Marlborough, Sheffield, Stockbridge, and West Stockbridge at Town Meetings held in each Town have voted affirmatively by majority vote on this amended Agreement, and shall supersede the Southern Berkshire Regional School District Agreement and the Berkshire Hills Regional School District (together, the Existing District Agreements) effective [insert date 12-18 months after original effective date]. During the transition period, to the extent any term of this Agreement is inconsistent with any provision of the Existing District Agreements, the terms of this Agreement shall control.

IN WITNESS WHEREOF, this Agreement has been executed as of _____.

Regional School

Committee: _____ Date: _____

_____ (Committee Chair)
(typed name)

Town of

Alford: _____ Date: _____

_____ (Town Clerk or Select Board Chair)
(typed name)

Town of

Egremont: _____ Date: _____

_____ (Town Clerk or Selectboard Chair)
(typed name)

Town of

Great Barrington: _____ Date: _____

_____ (Town Clerk or Selectboard
Chair)
(typed name)

Town of

Monterey: _____ Date: _____

_____ (Town Clerk or Selectboard Chair)
(typed name)

Town of
New Marlborough: _____ Date: _____

_____ (Town Clerk or Selectboard Chair)
(typed name)

Town of
Sheffield: _____ Date: _____

_____ (Town Clerk or Selectboard Chair)
(typed name)

Town of
Stockbridge: _____ Date: _____

_____ (Town Clerk or Selectboard Chair)
(typed name)

Town of
West Stockbridge: _____ Date: _____

_____ (Town Clerk or Selectboard Chair)
(typed name)

Commissioner of the Department of Elementary and Secondary Education:

_____ Date: _____
(typed name)

DRAFT

~~Option 1: electing committee members by voters in member communities with each community's representation apportioned according to population and each member having 1 full vote would result in 37 Committee members. [MARS comment: this is not a viable option.]~~

Alford	1 member with 1 vote
Egremont	3 members with 1 vote each
Great Barrington	15 members with 1 vote each
Monterey	1 member with 1 vote
New Marlboro	3 member with 1 vote each
Sheffield	7 members with 1 vote each
Stockbridge	4 members with 1 vote each
West Stockbridge	3 members with 1 vote each

~~Option 2: electing members in district wide elections to be held at the biennial state elections. [MARS comment: This option allows the candidates with the most votes, no matter from which member town, to be elected. If there are 11 Committee members, all 11 could theoretically come from the same town. This also would not~~

~~On all matters coming before the Committee, the one (1) member from Alford will cast 0.3 vote, the one (1) member from Egremont will cast 1.0 vote, the five (5) members from Great Barrington will each cast one 1.0 vote, the one (1) member from Monterey will cast 0.8 vote, the one (1) member from New Marlboro will cast 1.1 vote, the two (2) members from Sheffield will each cast 1.2 votes, the one (1) member from Stockbridge will cast 1.4 votes, and the one (1) member from West Stockbridge will cast 1.0 vote.~~

~~This weighted voting will be re-examined every ten (10) years, after the publication of the new federal census data to verify that the weighted voting is within DESE standards.²²~~

For all options, there shall be staggered terms in the first election, 2 or 4 years OR 1, 2, or 3.

Worksheet 3. Assessment Methodology

The section will outline costs related to operating, capital costs [(for both a new high school and ongoing (future) capital costs], and legacy liabilities (transportation will follow the operational assessment methodology).

This work is in progress with the research team/Abrahams group, and in review at the Finance Subcommittee level. Additional information will be added to this section.

Operating Assessment, Above Minimum:

As described in the draft agreement, the statutory methodology requires that all communities provide a minimum local contribution. The methodologies considered (listed below) apply to operational expenses above their minimum local contribution.

Methodologies Considered:

1. Based on resident enrollment (this is BHRSD's methodology using resident students enrolled in district schools as of October 1).
2. Based on minimum local contributions (this is SBRSD's methodology and uses a five-year average of minimum local contribution).
3. Based on foundation enrollment (this is a common methodology that uses a towns' resident students enrolled in any public school).
4. Based on a 'hold harmless' methodology (developed by the research team as a means to limit sharp changes in town assessments that occur when using other methodologies).
5. Other (a number of additional methodologies have been, or can easily be, run such as using EQV – equalized valuation, applying five year rolling averages (designed to protect the smallest towns from small, but significant to them, changes in enrollment, or through some combination of explored approaches).

Capital Assessment:

Capital assessments will be considered in three buckets, described below:

1. Existing capital costs (outstanding debt/liability)

SBRSD is carrying capital debt for the Mt. Everett 2017 repairs. Payments are approximately \$344,000 and taper to \$262,000 in 2032.

BHRSD will complete capital debt payments for construction of elementary and middle schools in 2024. This District also carries approximately \$80,000 for capital repairs.

[TBD: The Agreement will need to include language that addresses these obligations.]

2. New high school capital expenses

Currently, BHRSD is in the eligibility phase with the Massachusetts School Building Authority. Enrollment (whether an 8 town or 3 town endeavor) and programmatic decisions (CVTE programs, teaching and learning spaces) will influence the project cost.

The research team applied an estimated cost of \$100 million based on an estimated range determined by BHRSD in their last study.

The estimated MSBA reimbursement was last certified at 48% and will be recertified by the MSBA as part of the ongoing process. An additional 6% incentive exists for regionalization projects.

The team applied, of the total estimated \$100 million project, \$90 million to BHRSD towns (3), and \$10 million to SBRSD towns (5). The 48% reimbursement was applied to the total project. Additionally, the 6% incentive was credited to SBRSD towns. Overall, this methodology results in a cost to BHRSD towns close to what they would pay without a merger, while also limiting the capital liability to SBRSD towns.

The calculations will be shared with the full Board at a future meeting

[TBD: Capital assessments pertaining to the new high school]

3. Future capital costs in a single, 8 town region

Once an 8 town district is formed, future capital costs will occur. These costs will be shared by towns through an assessment methodology. Two approaches include:

- Follow accepted operational assessment methodology
- Use an alternative methodology such as EQV

[TBD: Capital assessments pertaining to future capital costs]

Legacy liabilities

Legacy liabilities include capital (debt) addressed in the previous section, and Other Post-Employment Benefits (OPEB). An actuarial study is needed to discuss how historical (employees who retired from one of the two districts), current (employees who would have split service between one of the two districts, and a newly formed, merged district), and future (employees hired by the new 8 town district) OPEB liabilities are managed.

An actuarial study could determine that each member town's proportional liability is roughly the same, then perhaps the new eight-town region could assume responsibility for OPEB costs. However, if some towns may have a much greater proportionate liability or some towns may have already contributed significantly to an OPEB fund and others have not, another different approach may be needed.

[TBD: An OPEB study and set of recommendations]

Worksheet 4. Staggering of Terms

For the purpose of staggering terms, the following will apply to the election of the Elected Transition Committee during the first biennial election cycle (expected, November 2024).

1. **Great Barrington-resident representatives.** The elected representatives with the first and second highest district-wide votes will have four-year terms. The elected representative with the third highest district-wide votes will have a two-year term.
2. **Sheffield-resident representatives.** The elected representative with the highest district-wide votes will have a four-year term. The elected representative with the second-highest votes will have a two-year term.

Plus, either option 3A or 3B

3A. Stockbridge-, West Stockbridge-, New Marlborough-, Alford-, Monterey-, and Egremont- resident representatives. The elected representatives resident in Stockbridge, West Stockbridge, New Marlborough, Alford, Monterey and Egremont with the three highest district-wide votes will have four-year terms; the remaining elected representatives will have initial two-year terms.

[Note: result under this option would be six representatives of the Elected Transition Committee (and thereafter, the permanent Committee) will start with four-year terms, five will begin with two-year terms. At subsequent elections (in 2 or 4 years), all representatives would be elected for four year terms so that staggering continues.]

OR

3B. Stockbridge-, West Stockbridge-, New Marlborough-, Alford-, Monterey-, and Egremont- resident representatives. Elected representatives resident in Stockbridge and West Stockbridge will each have an initial two-year term. Elected representatives resident in New Marlborough, Alford, Monterey and Egremont with the two highest district-wide votes will have four-year terms; the remaining elected representatives will have initial two-year terms.

[Note: result under this second option would be that 5 representatives (2 resident in BHRSD towns and 3 resident in SBRSD towns) would start with

four-year terms, six would begin with two-year terms. At subsequent elections (in 2 and 4 years), all representatives would be elected for four year terms so that staggering continues.]

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