

RESTATEMENT OF  
REGIONAL AGREEMENT  
ESTABLISHING THE  
SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT

ESTABLISHED MAY 28, 1953

AMENDMENTS:

- April 6, 1954      Town of Alford enters. Amends sections 1 and 2.
- Acts of 1973  
(Ch. 1025)      Date of annual organizational meeting of the School Committee thereby changed. Amends sections 2(c) and 8(a). School Committee adopts new organization meeting date as of August 21, 1975. School Committee adopts new budget schedule as of January 24, 1974, adding section 8(b) for this purpose.
- May, 1975      Operation of elementary schools in the several member towns. Amends section 3(a). Amendment of the original 3(a) adopted by School Committee April 4, 1974 and voted by the member towns in May, 1974 is further amended by School Committee action of March 13, 1975 for purpose of clarifying the language of this amendment. Member towns ratify this in annual elections of 1975.
- May, 1995      Date of Official Enrollment Count Changed to October 1. Amends Section 4(e) by providing that the District's official enrollment count be October 1, changing the date from the previously existing January 1. Amendment adopted by School Committee September 1, 1994 and voted by member towns at annual town meetings in May of 1995.
- June 8, 1998      Method of Selecting School Committee Members Changed to Appointive Process: Amends Section 2 to provide that School Committee members be appointed by their respective town select boards. (Per United States District Court, District of Massachusetts, Judgment, Case #96-30115-MAP)
- May, 2001      Towns Vote to Calculate Each Member Town's Operating Budget Contribution based on a Rolling Average of total pupil enrollment (per ballot, attached). Agreement effective FY'03 through FY'11.<sup>1</sup>

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<sup>1</sup> Amendment voted at May, 2001 Annual Member Town Meetings:

To see if the Town will vote pursuant to M.G.L. c. 71, §16B as amended by St.1996, c.151, §220, to calculate the Town's and each member town's contributions to the operating budget of the Southern Berkshire Regional School District (hereinafter "District") for fiscal years beginning July 1, 2002, through June 30, 2011 (hereinafter "Second Interim Period") as a percentage of the operating budget for the District calculated as an average of total pupil enrollment for the Town and each member town of the District for prior years, as set forth below. Said local contribution for the Town and each member town of the District shall be recalculated

May, 2008 Method of Selecting School Committee Members Changed to Elective Process: Amends Section 2, "The Committee", to provide that School Committee members be selected through District-wide elections, with residency requirements.

May, 2009 Towns vote to calculate each Member Town's portion of the operating assessments on a basis of 50% statutory and 50% alternative (per the 2001 amendment) for FY 2010, and 75% statutory and 25% alternative for FY 2011.<sup>2</sup>

May 20[10] [Towns vote on Restatement of Regional Agreement to be effective

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annually during each year of the Second Interim Period on the basis of October 1 school census counts for preceding years as follows:

FY'03 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001  
FY'04 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002  
FY'05 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002, 2003  
FY'06 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004  
FY'07 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005  
FY'08 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006  
FY'09 – Oct. 1 census counts of 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007  
FY'10 – Oct. 1 census counts of 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008  
FY'11 – Oct. 1 census counts of 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009

And;

A) to approve and authorize the provisions of an Agreement by and between the Towns of Alford, Egremont, Monterey, New Marlborough and Sheffield, by and through their Boards of Selectmen, and the Southern Berkshire Regional School District, by and through its District Committee, dated April 5, 2001 which provides:

1.) that the Town and the other member towns of the District will employ their best efforts to reach agreement on the methodology for calculating the District's operational budget assessments of the towns for the fiscal years beginning July 1, 2011 and that the Town, the other member towns of the District and the District agree that negotiations to reach such agreement will commence no later than fiscal year 2009.

<sup>2</sup> Amendment voted at May 2009 Annual Member Town Meetings:

"To see if the town will vote to suspend the current "Alternative Method" used to calculate each member town's contributions to the operating and transportation budget of the Southern Berkshire Regional School District, (hereinafter "District"), for fiscal year 2010 and 2011 by amending the SBRSD Regional Agreement by inserting the following at the end of the May, 2001 amendment for calculating each member town's contributions to the operating and transportation budget of the District effective FY 2003 through FY 2011:

"For Fiscal Year 2010, the operating and transportation budget of the District will be allocated to each member town by the following formula: the sum of 50% of assessment calculated through the Alternative Method and 50% of assessment calculated through the Statutory Method. For Fiscal Year 2011, the operating and transportation budget will be allocated to each member town by the following formula: the sum of 25% of assessment calculated through the Alternative Method and 75% of assessment calculated through the Statutory Method."

July 1, 2011] [Note: This is current plan; articles not yet placed on town warrants.]

RESTATEMENT OF REGIONAL AGREEMENT  
OF THE SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT

This first Restatement of the Regional Agreement of the Southern Berkshire Regional School District established May 28, 1953 is made effective as of July 1, 2011 (hereinafter, the "Restatement" or the "Agreement"). This Restatement is made pursuant to Section 7 of the original Regional Agreement, as previously amended, by restating said Regional Agreement in its entirety, incorporating herein the original Regional Agreement and any and all amendments thereto up to and including this Restatement. The provisions of this Restatement supersede any contrary or inconsistent provisions of the original Agreement and any contrary or inconsistent provisions of any amendments prior to this Restatement.

1. THE DISTRICT.

In 1953, a regional school district (hereinafter the "District") was established and continues to exist under the provisions of Sections 14 and 15 of Chapter 71 of the Massachusetts General Laws ("MGL") and any amendments thereto. The District currently includes the Towns of Alford, Egremont, Monterey, New Marlborough and Sheffield (hereinafter the "Member Towns"). The District is a body politic and corporate with all the powers and duties conferred by its regional agreement, as that agreement may be amended from time to time, and by law, and with such other powers and duties as may hereafter be conferred upon the District by law and by the Member Towns by amendment of this Agreement or otherwise.

2. THE COMMITTEE.

The powers and duties of the District shall be exercised by and vested in a regional district school committee, (hereinafter the "Committee"). The Committee shall consist of 10 members with residency requirements as follows: one from Alford, two from Egremont, one from Monterey, two from New Marlborough and four from Sheffield.

- a. Pursuant to MGL c 71 § 14E, members of the Committee shall be elected in biennial state elections by way of district-wide elections with residency requirements, which will result in the required number of members who are residents of the appropriate town serving for a term of four years and thereafter until their respective successors have been duly elected and qualified. For the purposes of arrangement on the ballot, offices having the same residency requirement shall appear on the ballot distinct from offices having different residency requirements, provided always that there shall appear on the ballot appropriate instruction to the effect, 'you may vote for every position on the Southern Berkshire Regional School District Committee, regardless of where you live in the District.' As used in this Agreement, a person shall be deemed to be a "resident" and/or to meet the "residency" requirement for a particular Member

Town only if such person is properly registered to vote in the respective Member Town.

- b. In order to achieve a staggering of Committee member terms, at the November 2012 biennial election, two residents of Sheffield, one resident of Egremont, one resident of New Marlborough and one resident of Alford shall each be elected to serve a two year term as Committee member, and two residents of Sheffield, one resident of Egremont, one resident of Monterey and one resident of New Marlborough shall each be elected to serve a four year term. In the event that no resident of a particular Member Town runs for the two year term of office, the candidates for the four year term from that Member Town who were not elected to the four year term but received the next highest number of votes shall serve the two year term of office. (For example, the two Sheffield residents receiving the greatest number of votes in the 2012 election shall each serve a four year term, and the two Sheffield residents receiving the third and fourth greatest number of votes in that election shall each serve a two year term.) Except as otherwise provided in subparagraph (d) of this section, with respect to vacancies, at all subsequent biennial elections, all terms shall be four years.
- c. As and when necessary, each Member Town shall establish an appointive authority made up of locally elected officials designated by such Member Town, such appointive authority to include, among other locally elected officials, the then-serving Committee members residing in such Member Town (hereinafter the "Appointive Authority").
- d) If any Committee member's position shall become vacant before his or her term of office has expired, the Appointive Authority for the Member Town so affected shall appoint a resident of such Member Town to serve as a Committee member until the next biennial state election (and thereafter until his or her respective successor has been duly elected and qualified) at which election a successor shall be elected to serve the balance of the unexpired term, if any.
- e) Promptly after the election results are finalized and certified and the elected member has been duly qualified, newly elected members of the Committee shall be sworn to the faithful discharge of their duties by the Town Clerk of the town in which they reside and a record of such oath shall be made and kept by the Town Clerk and a copy thereof delivered to the Secretary of the Committee. Members who have been appointed to fill a vacancy shall be sworn to the faithful discharge of their duties by the Town Clerk of the town in which they reside and a record of such oath shall be made and kept by the Town Clerk and a copy thereof delivered to the Secretary of the Committee.

- f) In the event that any Committee member removes from or is no longer qualified to register to vote in the particular Member Town for which he or she was elected as a Committee member, such Committee member shall be deemed to have resigned his or her position as a Committee member effective on the date of such removal. The Committee member shall immediately inform the School Committee Chair and the Town Clerk of the particular Member Town of his/her removal.

### 3. THE DISTRICT SCHOOLS.

The District shall provide suitable school facilities for students of all the Member Towns and shall assume all expenses of operation and maintenance of such schools. The Committee shall determine the location, structure, and physical plants of all schools and school facilities. No action shall be taken on any proposal to open any new school or close any existing school (hereinafter any "Proposed School Action") except upon the affirmative vote of at least seven (7) members of the Committee. At least forty-five days prior to any vote of the Committee on any Proposed School Action, the Committee shall provide notice to all Member Towns 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 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 in the discretion of the Committee. Upon the request of any Board of Selectmen 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 meeting in at least four-fifths of the Member Towns.

### 4. APPORTIONMENT OF COSTS.

For the purpose of apportionment among Member Towns of the district, costs shall be classified as capital costs, operating costs, and transportation costs. (For purposes herein, costs apportioned among and assessed to the Member Towns shall not include any costs paid by third party sources.)

- a. Capital costs shall include cost of site, construction, laying out playgrounds and athletic fields, original grading, original equipment, and other costs incurred to put a new school plant into operation. Capital costs shall also include interest on indebtedness incurred to meet these outlays and the expense incident to the preparation, issuing, and marketing of bonds and other obligations. All subsequent improvements to the school plant which would be capitalized according to generally accepted accounting practices shall be treated as capital costs.

- b. For Fiscal Year 2013 (July 1 through June 30) and each Fiscal Year thereafter, each Member Town's respective share of the annual capital costs shall be calculated as follows: each Member Town's respective share of the annual capital costs shall be calculated by multiplying total capital costs by the percentage that such Member Town's Required Minimum Contribution bears to the District's Required District Contribution for the applicable fiscal year. The Required Minimum Contributions for the Member Towns and the Required District Contribution for the District shall be the "required local contribution" and the "required district contribution" respectively as those terms are defined and determined by the Department of Elementary and Secondary Education (hereinafter the "DESE") in accordance with the Education Reform Act and its implementing regulations, as such statute and regulations may be amended from time to time. Each such Member Town's respective percentage in any applicable year is hereinafter referred to as the "Applicable Percentage."
- c. The payments of respective shares of said capital costs of each of the Member Towns for each year shall be paid in two equal installments made by the respective town treasurers by checks payable to the District and delivered to the District not later than August 15<sup>th</sup> and March 15<sup>th</sup> of each fiscal year. In the event a different payment schedule is required in order to allow the District to meet its payment obligations under any bond issues or other financing facilities for capital costs ("Indebtedness Payment"), each Member Town shall make such payments of its respective share of said Indebtedness Payment no later than 15 days preceding the date on which such obligation is so payable by the District.
- d. Operating costs shall include all estimated expenses of the District except capital and transportation costs, including but not limited to salaries, administration expenses, wages, textbooks, supplies, additions to current equipment, repairs, maintenance and interest on temporary notes issued in anticipation of revenue to be earned by the District.
- e. For Fiscal Year 2013 and each Fiscal Year thereafter, each Member Town's share of the total operating costs of the District schools in any fiscal year shall be calculated by multiplying the total operating budget by the Member Town's respective Applicable Percentage.
- f. The District shall arrange for necessary transportation for pupils from all member towns attending the Regional District schools under provisions of applicable MGL and special acts.
- g. For Fiscal Year 2013 and each Fiscal Year thereafter, each Member Town's share of the total transportation costs shall be calculated by multiplying the total transportation costs by the Member Town's respective Applicable Percentage.
- h. Each Member Town shall make payment for its respective share of the District's

estimated annual operating and transportation costs upon certification by the District treasurer as specified in section 8(b) below, such payment to be made by the respective town treasurer in four equal installments on the fifteenth day of March, May, August and November, by check payable to the District.

- i. Notwithstanding anything to the contrary herein, for the fiscal year 7/1/2011 through 6/30/2012 (hereinafter the "Transition Year") the Member Town's respective shares of capital, operating and transportation costs shall be as provided on Schedule 1.
- j. The Member Towns have agreed to the method of apportionment described in (a) – (i) above on the basis of a formula used by the DESE to calculate required local contributions that takes into account the Member Town's relative (i) income wealth, (ii) student population, and (iii) property wealth (subparagraphs (i)-(iii) hereinafter "Formula Components"). Should the methodology of the DESE (or any other governmental authority that may become responsible for such calculations in the future) change so as to no longer include any one or more of the Formula Components, upon the request of the Board of Selectmen of any Member Town, representatives of the Member Towns shall meet to negotiate in good faith any adjustment to the method of apportionment set forth herein as such Member Town may believe would be equitable. At the request of any Member Town, such negotiations shall continue for up to six months, or longer upon the unanimous agreement of the Boards of Selectmen of all Member Towns, and amending this Agreement, as put forth herein.

##### 5. WITHDRAWAL FROM THE DISTRICT.

Any Member Town may petition to withdraw from the District under terms stipulated in a proposal to withdraw provided (1) that the town petitioning to withdraw (hereinafter the "Withdrawing Town") has paid over to the District any and all operating costs for which it became liable as a member of the District, and (2) that the Withdrawing Town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal (including, without limitation, any bond indebtedness), and for the interest thereon, to the same extent and in the same manner as though the Withdrawing Town had not withdrawn from the District, except that such liability shall be reduced by any amount that such Withdrawing Town has paid over at the time of withdrawal and that has been applied to the payment of such indebtedness or interest.

- a. Any Withdrawing Town shall cease to be a Member Town only upon the occurrence of all three of the following events: i) the Withdrawing Town's proposal to withdraw is approved by a majority of the Committee members from the remaining Member Towns pursuant to a vote at a meeting of the Committee duly called for the purpose of taking such a vote; ii) the Withdrawing Town's proposal to withdraw is approved by the Withdrawing Town in the following manner: by placing such proposal to withdraw before the voters at an annual or

special town meeting of the Withdrawing Town , such vote to be taken by printed ballot only, and such proposal to withdraw being approved by a majority of the votes cast thereon, and iii) the Withdrawing Town's proposal to withdraw is approved by the Commissioner of the DESE (or such other governmental authority as may have authority to approve such withdrawal) no later than December 31 of the year preceding the proposed withdrawal. Any such withdrawal will be effective only as of July 1 of a given fiscal year.

- b. Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used for such purposes only.

## 6. ADMISSION OF OTHER TOWNS.

Any town may petition by majority vote at an annual or special town meeting or by a petition bearing the signatures of a majority of the registered voters of the petitioning town, to become a member town in the District under terms stipulated in a proposed amendment to this Agreement. Such proposed amendment shall include provisions stating the number of members of the Committee who shall be residents of such petitioning town and shall further provide a mechanism, such as appointment by an Appointive Authority as described in Section 2(c), for designating the persons who initially shall serve as members of the Committee as residents of such petitioning town, with their successors to be elected at the biennial state election next following the July 1 date on which such petitioning town's admission shall become effective hereunder. Any such petitioning town shall become a Member Town if all of the following conditions are met: i) the proposed amendment is approved by and accepted by the DESE (or such other governmental authority as may have authority to approve such admission), the petitioning town and each Member Town, ii) the petitioning town shall vote to accept this Agreement and all amendments thereto, and iii) the Commissioner of the DESE (or such other governmental authority as may have authority) shall approve the addition of petitioning town no later than December 31 of the year preceding the date such proposed admission is to become effective. Approval and acceptance by the Committee shall be by a majority vote of the full membership. Approval and acceptance by the petitioning town and by the Member Towns shall be by majority vote at an annual or special town meeting in the manner provided in section 7 (b). Any such admission shall be effective only as of July 1 of a given fiscal year. Once a petitioning town has obtained all requisite approvals and acceptances, it shall be deemed a Member Town hereunder and shall share in District costs according to the provisions of section 4 above.

## 7. AMENDMENTS.

Except in matters relating to the payment or provision for payment of all bonded obligations of the District as provided for in section 4, this Agreement may be amended from time to time by the following procedure:

- a. A proposal for amendment (except proposals for amendment providing for the withdrawal or addition of a member which are governed as provided in Sections 5 and 6 of this Agreement) may be initiated by a signed petition bearing the signatures of 20 percent of the registered voters of any Member Town or by a signed petition bearing the signatures of 200 registered voters of the District; any such petition shall contain, at the end thereof, a statement by the qualified town clerk or clerks that such names as have been placed thereon are the names of registered voters and that the signatures appear to be genuine. In the alternative, an amendment may be initiated by a majority vote of all of the members of the Committee.
- b. Said proposal for amendment shall be presented to the secretary of the Committee who shall, within one week of receiving said proposal, notify the Board of Selectmen of each of the Member Towns that said proposal for amendment to this Agreement has been received and shall enclose a copy of such proposal. Said Boards shall include said proposal as an article in the warrant for their next annual or a special town meeting and shall direct their respective town clerks to place the proposal upon a printed ballot for consideration at such next annual or special town meeting. Said amendment shall be adopted thereby and made a part of this Agreement only upon its acceptance by each of the Member Towns, acceptance by each Member Town to be by a majority vote at its respective town meeting, to approve the amendment, and acceptance by the DESE.

## 8. THE BUDGET.

Annually, the Committee shall prepare a tentative operating budget for the ensuing fiscal year. Said tentative budget shall be posted in the town hall of each Member Town, shall be published at least once in a newspaper in general circulation in the District and copies shall be mailed to the chairman of the Board of Selectmen and the chairman of the Finance Committee in each Member Town. Said tentative budget shall contain a notice stating when and where a public hearing will be held thereon. Said hearing shall be held at least five (5) days prior to adoption of the budget. Upon request of the finance committee of any Member Town, the Committee shall arrange to meet with said finance committee for the purpose of discussing the aforementioned tentative budget. Said budget shall be in reasonable detail showing generally accepted categories of expense in accordance with applicable law and regulation and generally accepted accounting standards.

- a. The costs and expenses of the District, as set forth in the budgets, shall be apportioned among the Member Towns in the manner set forth in section 4.
- b. The Committee shall adopt such annual operating budget not later than 45 days prior to the earliest date on which the first business session of the annual town meeting of any Member Town is held, but not later than March 31st of any year,

provided that such annual budget need not be adopted prior to February 1st of any year. The amounts of said annual budget so apportioned for each Member Town in the District shall be certified to the treasurers of such towns within 30 days from the date on which said annual budget is adopted.

9. THE 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 Board of Selectmen of any Member Town or by the Committee.

10. VOCATIONAL COURSES.

The Committee may, at its discretion, include in the curriculum of the District schools independent distributive occupations, industrial, agricultural, and household arts schools under Chapter 74 and practical art classes under Section 14 of said Chapter 74.

Restated: [        ]  
Southern Berkshire Regional School District, Sheffield, MA

## Schedule 1

For the Transition Year (as defined in section 4(i) of this Restatement), the operating and transportation assessments for the Member towns shall be calculated using the so-called "Statutory Formula," with the required minimum contributions of each Member Town calculated by the Commonwealth in accordance with applicable law, and the amounts above such required minimum contributions to be allocated among the Member Towns based on the rolling average enrollment methodology for Fiscal Year 2011 set forth in the Amendment to the Regional Agreement adopted by the Member Towns in May 2001. During that Transition Year, the capital assessment shall be calculated as described in section 4(b) of this Restatement.