

Berkshire Hills Regional School District

Regional Agreement

*Great Barrington Stockbridge West Stockbridge*

BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT AGREEMENT

As Amended May 16, 1977

As Amended May 21, 1979

As Amended 1990

As Amended May 15, 2017

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Agreement between the Towns of Great Barrington, Stockbridge and West Stockbridge,  
Massachusetts, With Respect to the Formation of a Regional School District.

This agreement entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the Towns of Great Barrington, Stockbridge and West Stockbridge, hereinafter sometimes referred to as “member towns.” In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I

THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Composition

The powers and duties of the Regional School District (hereinafter sometimes referred to as “the District.”) shall be vested in and exercised by a Regional School District Committee (hereinafter sometimes referred to as “the Committee.”) The Committee shall consist of ten members, five who are to be residents of Great Barrington, three who are to be residents of Stockbridge and two who are to be residents of West Stockbridge.

B. Elections

At the biennial state elections, as the term of office of the members expire, Committee members shall be elected by way of District-wide at-large elections with residency requirement which will result in the required number of members who are residents of the appropriate town, to serve for a term of four years and thereafter until their respective successors of four years have been duly elected and qualified. If this Regional Agreement is amended in the future, and the number of School Committee seats from each town is not changed, all current School Committee members will retain their seats until the completion of their terms and until they, or newly elected members are qualified. For the purposes of arrangement of the ballot, offices having the same residency requirement shall appear on the ballot as an office distinct from offices having a different residency requirement provided always that there shall appear on the ballot appropriate instruction to the effect, “you may vote for every position on the Berkshire Hills Regional School District Committee, regardless of where you reside in the District.”

C. Vacancies

If a vacancy occurs among the members elected under sub-section I (B), the Selectmen and the remaining Committee member or members from the town involved, acting jointly, shall appoint a member to serve for the balance of the unexpired term, if any.

D. Organization

The Committee shall organize and choose a chairperson and a vice chairperson from its own membership annually immediately following the election and qualification of successors, provided always that the meeting called for such purpose shall be held annually at the first Committee meeting to be held within 21 days after the second Tuesday of November. 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, choose such other officers as

it deems advisable, and determine the terms of office of its officers (except the chairperson and the vice chairperson who shall be elected annually as provided above).

E. Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Sections 16 to 16I inclusive, of Chapter 71 of the General Laws 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 Committee, but a number less than the majority may adjourn.

SECTION II

TYPE OF REGIONAL DISTRICT

The regional school district shall include all grades from pre-kindergarten through grade twelve. 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 Chapter 74 of the General Laws and acts amendatory therefor, in addition thereto or dependent thereon.

SECTION III

LOCATION OF THE REGIONAL DISTRICT SCHOOLS

All schools to accommodate pupils in grades pre-kindergarten through twelve, inclusive, are owned by the District and shall be located within the geographic limits of the towns belonging to the District. School buildings in member towns or towns which may become members of the District in the future may be leased to the District.

SECTION IV

APPORTIONMENT AND PAYMENT OF  
COSTS INCURRED BY THE DISTRICT

(A) Apportionment of Costs

- (1) For the purpose of apportioning assessments by the District against member towns, costs shall be divided into two categories: capital costs and operating costs.
- (2) Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of construction, restructuring, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the

costs of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall include payment of principal of, and interest on, bonds, notes or other obligations issued by the District to finance capital costs.

- (3) Operating costs shall include all costs not included in capital costs as defined in subsection IV (A) (2).
- (4) Operating costs shall be apportioned to the member towns on the basis of their respective Foundation Enrollment in the District. Each member town's proportionate share of such costs shall be determined by first meeting each member town's Minimum Local Contribution (MGL, Ch. 70. Sec. 6, as amended) and then by multiplying the amount of the budget adopted by the District pursuant to sub-section V (C) by the ratio that such member town's total Foundation Enrollment in the District on October 1 of the calendar year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment of all the member towns.
- (5) All current capital costs and capital costs incurred prior to July 1, 2017, will be apportioned as operating costs described in Subsection IV. A. (4) above. All new capital costs incurred after July 1, 2017 shall be apportioned by using each of the member town's equalized valuations. For the purpose of this subsections (IV (A) (5), equalized valuation shall mean the valuation of the towns as determined by the Massachusetts Department of Revenue in effect on the date the Committee votes to authorize the incurring of such capital costs.

(B) Fiscal Year and Time of Payment of Apportioned Costs

The fiscal year of the District shall be the same as the fiscal year of the member towns. Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V (B), of the budget. The proportionate share of each member town shall be paid, after a positive vote in two-thirds of the member towns, in such amounts and at such times that at least the following percentages of each member town's proportionate share of the budget shall be paid on or before the date indicated below:

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

SECTION V

BUDGET AND INCURRING OF DEBT

(A) Tentative Maintenance and Operating Budget

On or before February 15, the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail.

Copies of such tentative budget shall be mailed to the chairperson of the finance or advisory committee and to the chairperson of the board of selectmen of each member town on or before February 15.

(B) Final Budget

The Committee shall adopt a budget for the ensuing fiscal year not later than 45 days prior to the earliest date of the annual town meeting of any town is to be held, but not later than March 31, provided said budget need not be adopted prior to February 1. The amount budgeted shall be apportioned among the member towns in accordance with the provisions of sub-section IV (A). The amounts so apportioned for each member town shall be certified by the District's treasurer to the treasurers of the member towns within 30 days from the date on which the annual budget is adopted by the Committee but not later than April 30, and each town, after approval of two-thirds of the member towns, shall appropriate the amount so certified to its treasurer.

(C) Incurring of Debt

The Committee shall use the provisions stated in MGL, Ch. 71, Section 16 (d) when incurring debt. Written notice of the amount of the debt and of the general purposes for which it was authorized shall be given to the board of selectmen in each of the towns comprising the District not later than 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 regional school 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 district committee, the debt shall not be incurred and the Committee shall prepare another proposal which may be the same as any prior proposal and an authorization to incur debt therefor.

SECTION VI

TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member towns in the same manner as operating costs, i.e., based on all students within the District.

SECTION VII

AMENDMENTS

A. This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall materially or adversely affect 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 capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.. A proposal for amendment may be initiated by a single petition bearing the signatures of at least 10% of registered voters in any one town of the District or by a majority of the members of the Committee.

B. 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 which 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 mail or deliver a notice in writing to the Board of Selectmen of each of the member towns and the Committee 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 selectmen 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. Such amendment shall take effect upon its acceptance by a majority of voters present in each of the member towns and approval of the Commissioner of Elementary and Secondary Education (hereinafter sometimes referred to as "the Commissioner").

C. 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 VIII

### ADMISSION

By an amendment to this Agreement adopted under and in accordance with SECTION VII above, any other town 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 as so amended and also upon compliance with such provisions of law as may be applicable and upon such terms as may be set forth in such amendment and with the approval of the Commissioner. Approvals by all member towns and the Commissioner must be secured by a December 31 in order for the amended regional agreement to become effective on the following July 1.

## SECTION IX

### WITHDRAWAL OF A MEMBER TOWN

#### A. Limitation

The withdrawal of a member town from the District may be affected by an amendment to this Agreement in the manner hereinafter provided in this section. Any 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, provided (1) that the member town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of the withdrawing member town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District 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 town had not withdrawn from the District, except that such liability shall be reduced by any amount which such member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

#### B. Procedure

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, subject to the limitation contained in subsection IX A. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town 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 Selectmen of each member town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose of an article stating the amendment. Such amendment shall take effect upon the second July 1 after its approval by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid and after approval of the Commissioner.

#### C. Apportionment of Capital Costs After Withdrawal

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. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection IV (A) or as may be otherwise provided in the amendment providing for such withdrawal.

#### D. Cessation of Terms of Withdrawing Town's Committee Members

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

#### E. Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District.

### SECTION X PUPILS

#### (A) Pupils Entitled to Attend the Regional District Schools

The regional district schools shall accept all eligible children who reside in the District.

(B) Vocational and Trade School Pupils

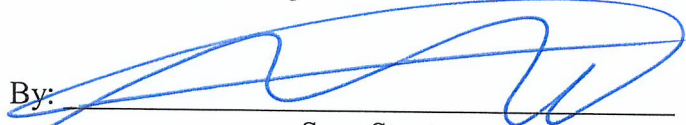
Any pupil residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the town wherein the student resides (not the District).

(C) Admission of Pupils Residing Outside the District

The Committee may accept for enrollment in the regional district schools, pupils from towns other than the member towns as permitted by law and regulations and in other cases within the laws on a tuition basis and upon such terms as it may determine.

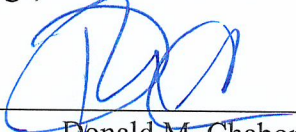
IN WITNESS WHEREOF, this Agreement shall take effect on July 1, 2017 and shall continue in effect from year to year thereafter, unless amended or terminated consistent with the terms of this Agreement and with the General Laws and state regulations.

Town of Great Barrington, Select Board Chair

By:   
Sean Stanton

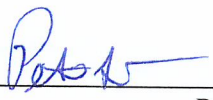
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date

Town of Stockbridge, Select Board Chair

By:   
Donald M. Chabon

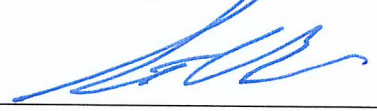
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Town of West Stockbridge, Select Board Chair

By:   
Peter Skorput

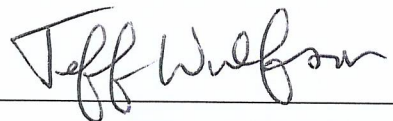
6/5/17  
date

Berkshire Hills Regional School District School Committee Chair

By:   
Stephen C. Bannon

6/1/17  
date

Approved by the Commonwealth of Massachusetts Department of Elementary and Secondary Education

By:   
Acting Commissioner

6/29/2017  
date