

BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT AGREEMENT

As Amended May 16, 1977

As Amended May 21, 1979

As Amended 1990

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 shall be vested in and exercised by a regional school district committee, hereinafter sometimes referred to as the Committee. Except as otherwise provided in sub-section I (B), the Committee shall consist of ten members, five from the town of Great Barrington, three from the town of Stockbridge and two from the town of West Stockbridge. Except as otherwise provided in sub-section I (B), members shall be elected at annual town elections. All members shall serve until their respective successors are elected and qualified.

(B) Initial Committee

Within ten days after the establishment of the regional school district, the moderator of each member town shall appoint three members to serve on the Committee, all of whom shall have been members of the regional school district planning board which submitted this agreement if such persons are available and willing to serve, and the nine members so appointed shall serve until their successors are appointed and qualified as provided in sub-section.

(C) Subsequent Committee Members

At the annual town elections in 1969, the town of Great Barrington shall elect five members to serve on the Committee, one for a term of one year, two for a term of two years, and two for a term of three years; the town of Stockbridge shall elect three members to serve on the Committee, one for a term of one year, one for a term of two years, and one for a term of three years; and the town of West Stockbridge shall elect two members to serve on the Committee, one for a term of two years and one for a term of three years. Thereafter, in every year in which the term of office of one or more elected members expires, the member town involved shall, at its annual town election, elect the required member or members to serve for a term of three years.

(D) Vacancies

If a vacancy occurs among the members appointed by the moderator under sub-section I (B), the moderator of the town involved shall appoint a member to serve until his successor is appointed and qualified as provided in sub-section I (C). If a vacancy occurs among the members elected under sub-section I (C), the selectmen and the remaining Committee member or members from the town involved, acting jointly, shall appoint a member to serve until the next annual town election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

(E) Organization

Promptly upon the appointment and qualification of the initial members, and annually thereafter, commencing with the town election immediately following the completion and occupancy of the new school for pupils in grades nine through twelve inclusive, upon the appointment and qualification of successors, the Committee shall organize and choose by ballot a chairman and a vice chairman from its own membership. 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, determine the terms of office of its officers (except the chairman and the vice chairman who shall be elected as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

(F) 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 161 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.

(G) 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 SCHOOL

The regional school district shall include all grades from 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; LEASING OF BUILDINGS

The school for the accommodation of pupils in grades nine through twelve, inclusive, shall be located within the geographic limits of the District and within a radius of three miles from the junction of Route 7 and Monument Valley Road in Great Barrington.

The pupils in grades seven and eight shall be accommodated in the Searles High School building and Annex thereto in the Town of Great Barrington, or in a school (hereinafter called a "New School") located within the geographic limits of the District and within a radius of three miles from the junction of Monument Valley Road and Route 7 in Great Barrington (which may be part of the school for the accommodation of pupils in grades nine through twelve, inclusive, referred to in the foregoing paragraph of this Section III), or partly in the Searles High School building and Annex thereto and partly in a New School, or in any other manner, as the regional school district committee may from time to time determine. Without limiting the foregoing, if the committee determines initially to accommodate all or a portion of the pupils in grades seven and eight in the Searles High School building and Annex thereto, it may subsequently accommodate them in a New School, as said term is hereinafter defined.

The Town of Great Barrington is hereby authorized to lease to the regional school district, the Searles High School building in Great Barrington, the land appurtenant to said building and three rooms of the Annex to said building (herein collectively called "the building"). The Town of Great Barrington shall receive no rental for the lease. The regional school district shall bear and pay all expenses of maintaining and operating the building and keeping it in good repair during the term of the lease. Amortization of and interest on the indebtedness incurred by Great Barrington in connection with the Annex shall be prorated as shall expenses for any utilities (including heat) servicing both the building and other buildings, or portions thereof, not leased. The lease shall contain provisions authorizing the regional school district to repair, improve, alter or remodel the building or any part thereof. The lease shall be for a term of up to, but not in excess of, twenty (20) years, and shall contain a provision for extension of the lease for an additional term of up to, but not in excess of, twenty (20) years, at the option of the regional school district committee. The lease shall be on such other terms as may be determined by the selectmen of Great Barrington and the regional school district committee, who shall execute the lease for the Town of Great Barrington and the regional school district, respectively.

The Town of Great Barrington is hereby authorized to lease to the regional school district all the premises and buildings presently known as (1) the Justin Dewey School, (2) the Housatonic School and (3) the Bryant School. The Town of Stockbridge is hereby authorized to lease to the regional school district all the premises and buildings presently known as the Williams School Building. The Town of West Stockbridge is hereby authorized to lease to the regional

school district all the premises and buildings presently known as the Village School. Each of the leases authorized above shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in kindergarten through grade six. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty (20) years, renewable at any time during the term, at the option of the Committee. Each of the leases shall contain provisions authorizing the regional school district to insure, repair, improve, alter or remodel any of the leased buildings. No rental shall be charged to the District by any of the member towns. Each lease involving a member town shall be on such other terms as may be determined by the selectmen thereof and the Committee, who shall execute the lease for the member town and the regional school district, respectively.

Notwithstanding any provisions to the contrary contained in this section, schools to accommodate pupils in any of the grades below the ninth grade may be located in any member town of the District.

SECTION IV

APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

As Amended May 21, 1979

(A) Apportionment of Costs

All costs for the fiscal year beginning July 1, 1980 and for each fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollment in the District. Each member town's proportionate share of such costs shall be determined 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 pupil 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.

(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 sub-section V (C), of the budget. The proportionate share of each member town shall be paid 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:

October 1	-	25%
January 1	-	50%
April 1	-	75%
June 30	-	100%

SECTION V

BUDGET AND INCURRING OF DEBT

As Amended May 21, 1979

(A) Initial Budget

Within sixty days after the initial Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee and to the chairman of the board of selectmen of each member town, for their consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget shall be apportioned between the member towns according to the provisions of Section IV hereof. The treasurer of the initial committee shall certify to each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be, or may have been, appropriated by each member town for such purpose.

(B) Tentative Maintenance and Operating Budget

Thereafter, on or before November 1, the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing calendar 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, including the amounts payable under the following classification of expenses and such other classifications as may be necessary:

1. General Control
2. Expenses of Instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary Agencies
6. Outlay
7. Debt Service
8. Costs of Transportation
9. Special Charges

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

(C) Final Budget

The Committee shall adopt a budget for the ensuing fiscal year not later than 45 days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but not later than March 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 District's School Committee but not later than April 30, and each town shall appropriate the amount so certified to its treasurer.

(D) Incurring of Debt

Within seven 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, the said Committee shall cause written notice of the date of said authorization, the amount authorized, and the general purpose or purposes for authorizing such debt, to be given to the board of selectmen of each member town.

SECTION VI

TRANSPORTATION

As Amended May 21, 1979

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member towns.

SECTION VII

AMENDMENTS

(A) Limitation

This agreement may be amended from time to time in the manner hereafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of 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.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section IX), may be initiated by a vote of a majority of all the members of the Committee or by a petition signed by at least 10 per cent of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on

the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VIII

ADMISSION

By an amendment of this agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the regional school 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 such terms as may be set forth in such amendment.

SECTION IX

WITHDRAWAL

As Amended May 21, 1979

(A) Limitations

The withdrawal of a member town from the district may be effected by an amendment to this agreement in the manner hereinafter provided by 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 town may withdraw from the District, provided (1) that the 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 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 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.

(B) Procedure

The clerk of the 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 sub-section VII (A). The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each 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 (provided the warrant has not first been closed) or a special town meeting called for the purpose, an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

(C) Cessation of Term of Office of Withdrawing Town's Member

Upon the effective date of withdrawal the term of office of the member serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

(D) 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 with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

(E) Apportionment of 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 sub-section IV (A) or as may be otherwise provided in the amendment providing for such withdrawal.

SECTION X

PUPILS

(A) Pupils Entitled to Attend the Regional District Schools

The regional district schools shall accept all children who reside in the District and who have completed the sixth grade.

The Committee shall assume jurisdiction over the pupils in all the grades from kindergarten through grade six on January 1, 1969.

- (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.
- (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 on a tuition basis and upon such terms as it may determine. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV to the member towns.

SECTION XI

EMPLOYMENT OF TEACHERS

All teachers in grades seven through twelve, inclusive, in the member towns serving at the discretion of their respective school committees (i.e., on tenure), whose positions are superseded by the establishment and operation of the regional district schools, shall be retained in the regional district committee (i.e., their tenure shall continue uninterrupted); all teachers in grades seven through twelve, inclusive, in the member towns not serving at the discretion of their respective school committees (i.e., not on tenure), whose positions are so superseded, shall be given preferred consideration for similar positions in the regional district schools. Any teacher in any of the grades from kindergarten through grade six serving at the discretion of the local school committee of a member town on December 3, 1968, shall be employed by the regional school district committee to serve at its discretion. Any teacher in any of the grades from kindergarten through grade six not serving at the discretion of the local school committee of a member town on December 3, 1968, shall be employed by the Committee to serve at least for the balance of the 1968-1969 school year.

SECTION XII

JURISDICTION

The establishment of the regional school district shall not affect the obligation of the member towns to provide education in grades seven through twelve, inclusive, until such time as the regional district school committee shall assume jurisdiction. At such time as the regional district school committee elects, it shall mail by registered or certified mail to the local school committees

of the member towns, written notice of the date upon which the regional district school committee shall assume jurisdiction over the education of the pupils in grades seven through twelve, inclusive, in the member towns.

IN WITNESS WHEREOF, this agreement has been executed as of the 8th day of April, 1965.

Regional School District Planning Board for the Town of Great Barrington

by:

WILLIAM S. WEBBER
ROBERT G. GUIDI
MICHAEL J. KINNE

Regional School District Planning Board for the Town of Stockbridge

by:

HENRY T. DUNKER, JR.
EDWARD V. KNIGHT
ROBERT J. PROCHASKA

Regional School District Planning Board for the Town of West Stockbridge

by:

CAROBINO P. ANGELINI
ALBERT B. GENNARI
CHARLES R. MOFFATT

The original agreement was amended by vote of each of the member towns on September 30, 1968.

The articles of the individual town warrants are as listed below:

Great Barrington	Article 2
Stockbridge	Article 13
West Stockbridge	Article 1

AMENDMENT WITH REGARD TO THE ELECTION
OF BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT
SCHOOL COMMITTEE

Amend SECTION I by striking paragraphs (A), (B), (C), (D) and (E) and inserting in lieu thereof the following:

(A) Composition

The powers and duties of the regional school district shall be vested in and exercised by a regional school district committee, hereinafter sometimes referred to as Committee. The Committee shall consist of ten members, five who are to be residents of the Town of Great Barrington, three who are to be residents of the Town of Stockbridge and two who are to be residents of the Town of West Stockbridge.

(B) Elections

1. At the annual town elections in 1989, the Town of Great Barrington shall elect three members to fill the two expiring elected terms and the one expiring appointed term. The term of office of each member so elected shall run to the day after the biennial state election in 1992 and thereafter until their respective successors have been duly elected and qualified.
2. At the annual town elections in 1990, the Town of Great Barrington shall elect one member to fill the one expiring elected term. The term of office for the member so elected shall run to the day after the biennial state election in 1994 and thereafter until a successor has been duly elected and qualified.
3. At the annual town elections in 1991, the Town of Great Barrington shall elect one member to fill the one expiring elected term. The term of office of the member so elected shall run to the day after the biennial state election in 1994 and thereafter until a successor has been duly elected and qualified.
4. At the annual town elections in 1989, the Town of Stockbridge shall elect one member to fill the one expiring elected term. The term of office for the member so elected shall run to the day after the biennial state election in 1992 and thereafter until a successor has been duly elected and qualified.
5. At the annual town elections in 1990, the Town of Stockbridge shall elect one member to fill the one expiring elected term. The term of office of the member so elected shall run to the day after the biennial state election in 1994, and thereafter until a respective successor has been duly elected and qualified.
6. At the annual town elections in 1991, the Town of Stockbridge shall elect one member to fill the one expiring elected term.

The term of office for the member so elected shall run to the day after the biennial state election in 1994 and thereafter until a successor has been duly elected and qualified.

7. At the annual town elections in 1989, the Town of West Stockbridge shall elect one member to fill the one expiring elected term. The term of office for the member so elected shall run to the day after the biennial state election in 1992 and thereafter until a successor has been duly elected and qualified.
8. At the annual town elections in 1991, the Town of West Stockbridge shall elect one member to fill the one expiring elected term. The term of office for the member so elected shall run to the day after the biennial state election in 1994 and thereafter until a successor has been duly elected and qualified.
9. At the biennial state election in 1992 and thereafter as the term of office of the members expire, there shall be elected by way of District-wide at large elections with the 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 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 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 Subsection I(B), the selectmen and the remaining Committee member or members from the town involved, acting jointly, shall appoint a member to serve until the next biennial state election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

(D) Organization

The Committee shall organize and choose by ballot a chairman and a vice chairman from its own membership annually immediately following the election and qualification of successors, provided always that commencing in 1992 and thereafter, such organization and choosing by ballot of a chairman and vice chairman from its own membership 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, determine the terms of office of its officers (except the chairman and the vice chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT
Great Barrington Stockbridge West Stockbridge

TO: Edward L. Sakal
 Superintendent of Schools

FROM: Chester E. Gannett
 Business Administrator

DATE: August 31, 1988

SUBJECT: School Building Leases

I have reviewed the building leases between Berkshire Hills Regional School District and the member towns concerning the terms of renewal. Each has identical language concerning this area:

1. The term of the original lease is the period January 1, 1969 to December 31, 1988.
2. The lease may be renewed at any time during the term of the original lease, for an additional period not to exceed twenty years at the sole option of the Lessee (BHRSD).
3. This renewal option keeps the terms and conditions of the lease identical to the original provision.
4. To renew these leases, the district must provide a written notice by registered mail, to the respective Boards of Selectmen at least 90 days prior to the renewal.

The selectmen should be notified of the districts intent to renew the leases, but the district should have written into the leases an "escape clause" that would allow the district to return the buildings (or any combination of one or more buildings in Great Barrington) to the towns at any time during the twenty year renewal period. The school committee must notify the selectmen by September 30, 1988 of their intention to enter in these negotiations.


