

**Agreement Between the Towns of
Becket, Cummington, Dalton, Hinsdale, Peru, Washington and
Windsor, Massachusetts
With Respect to a Regional School District**

This Central Berkshire Regional Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts (M.G.L.), as amended, between the Towns of Becket, Cummington, Dalton, Hinsdale, Peru, Washington, Windsor, (hereinafter sometimes referred to as the member towns). This Agreement supersedes in its entirety the Agreement between the member towns forming the Central Berkshire Regional School District originally dated January 2, 1958, as amended. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I. TYPE OF REGIONAL SCHOOL DISTRICT

The Regional School District (herein after sometimes referred to as District) shall be comprised of all grades from prekindergarten through grade twelve. The Regional School District Committee (herein after sometimes referred to as Committee) is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of M.G.L. c. 74, and acts amendatory thereto or dependent thereon if the Committee deems it desirable. To the extent to which there is a conflict between the terms or provisions contained in the Agreement and Massachusetts General Laws, then Massachusetts General Laws shall control.

SECTION II. THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Composition & Election

1. The powers and duties of the District shall be vested in and exercised by the Committee. The Committee is established by this Agreement and 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 through 16 I, inclusive, of M.G.L. Chapter

71, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

The Committee shall consist of fifteen members to be elected by all of the voters of the District, voting in a District-wide election with residency requirements to be held at the biennial state elections. The term of office of each Committee member shall be four years thereafter, until their respective successors have been duly elected and qualified.

Seven members of the Committee shall at all times be residents of the Town of Dalton; two members of the Committee shall at all times be residents of the Town of Hinsdale; two members of the Committee shall at all times be residents of the Town of Becket; and the remaining members of the Committee shall consist of four persons, one of whom shall at all times be a resident of each of the Towns of Cummington, Peru, Washington, and Windsor. There will be staggered terms for Committee elections so that seven members will be elected in a given year and eight members will be elected in the next biennial election. In 2022, four members from Dalton, one from Becket, one from Cummington, and one from Hinsdale were elected. At the next biennial election in 2024, three members from Dalton, one from Becket, one from Hinsdale, one from Peru, one from Washington, and one from Windsor will be elected. This pattern will continue in subsequent elections.

2. Vacancies which occur on the Committee shall be filled by the remaining members of the Committee, and the appointee filling such vacancy shall serve the unexpired portion of the term. The Committee shall post the vacancy and copies shall be provided to the clerks of the appropriate member towns for posting and all member towns will receive a copy of the posting. The posting shall identify the town in which the successor member must reside and the manner in which to submit interest in the position. The Committee will interview candidates and vote to fill the vacancy as soon as possible after the posting date.

3. The members of the Committee incumbent on the effective date of this provision shall hold office until the year in which their terms would ordinarily expire and until their successors have been elected and qualified, as herein provided.

B. Nominations

Nominations for membership on the Committee shall be made in accordance with all the procedures prescribed by M.G.L. Chapter 53, Section 122, as from time to time amended, and other pertinent provisions of law.

C. Organization

Annually, at their first regular meeting following the first Tuesday next after the first Monday in November, the Committee shall organize and choose by public ballot a chair and a vice chair. The Committee shall appoint a secretary and a treasurer who may be the same person but need not be a member of the Committee.

D. Quorum

A quorum for the transaction of business shall consist of a majority of the Committee, but a lesser number may adjourn.

SECTION III. LOCATION/LEASE OF SCHOOLS

A. Location of Schools

The senior high school and the middle school shall be located in the Town of Dalton. The location of the schools referred to in Section III B is hereby confirmed so long as such schools remain open. Any new District school constructed for the purpose of accommodating pupils principally from one town shall be located in that member town. Any new District school constructed for the purpose of accommodating pupils principally from two or more, but less than all, of the member towns shall be located in one of such towns. Before determining the location of any new District school, the Committee shall determine the town or towns principally from which such school is to accommodate pupils.

B. Lease of Schools

The District is hereby authorized to lease from the member towns the respective premises and buildings listed below:

1. The Town of Becket - The Becket Washington School
2. The Town of Dalton- The Craneville School
3. The Town of Hinsdale - The Kittredge Elementary School

Each of the leases authorized above shall be for a maximum term of twenty years. Each of the leases shall contain a provision for the extension of the term thereof for

an additional term not in excess of twenty years, renewable at any time during the term, at the option of the Committee. Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter, remodel, or modernize any of the leased buildings. The Committee will have general charge and superintendence of the leased schools. 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 Select Board thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

SECTION IV. BUDGET

A. Proposed Maintenance and Operating Budget

The Committee shall prepare a tentative operating and maintenance budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes, or other obligations of the District and any other capital costs to be apportioned to the member towns in such fiscal year.

In February, prior to the public hearing, the District shall hold a budget roundtable meeting for the member towns. The District will hold a public hearing on the tentative budget. The proposed budget will be available for review on the District website and a copy will be available in each member town hall.

B. Final Maintenance and Operating Budget

Following the public hearing on the tentative budget, the Committee may make any such modifications to its proposed budget as it may deem necessary or desirable. The Committee shall adopt an annual maintenance and operating budget by a two-thirds vote of all of its members for the ensuing fiscal year (M.G.L. c. 71, § 16B) not later than forty-five days prior to the earliest date on which the business session of the annual town meeting in any member town is to be held, (M.G.L. c. 71 § 16 (m)) but in no event later than a date required by applicable Massachusetts Laws and Regulations, provided that said budget need not be adopted earlier than February 1. Said annual maintenance and operating budget shall include debt and interest and any other capital costs, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Sections V, D and V, E. The amounts so apportioned to each member town shall be certified

by the District Treasurer to the treasurers of the member towns within thirty days from the date on which the annual maintenance and operating budget is adopted by the Committee, and each member town shall call a vote, at the next annual town meeting, to appropriate the amounts so certified to it. The District budget, as adopted by a vote of the Committee, is subject to two-thirds of the member towns voting to approve the budget (MGL Ch 71, § 16B). If a budget is not approved by 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.

SECTION V. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

A. Classification of Costs

For the purpose of apportioning costs to be submitted by the District to the member towns for approval, costs shall be divided into two categories: capital costs and operating costs.

B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay as provided in the School Finance Regulations (603 CMR 10.00) such as the cost of acquiring land, the cost of constructing, reconstructing or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishing for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.

C. Operating Costs

Operating costs shall include all costs not included in transportation and capital costs as defined in Section V, B but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

Capital costs, including debt service on bonds or notes issued by the District to finance capital costs, with respect to any particular school, shall be apportioned on the basis of each member town's pupil enrollment in such school. Each member town's share shall be determined by computing the ratio which its pupil enrollment in such school on October 1 of the year next preceding the year for which apportionment is made bears to the pupil enrollment from all the member towns in such school on that date. If there is no enrollment in such school on the aforesaid October 1, capital costs with respect thereto shall be apportioned on the basis of the last preceding apportionment thereof. Capital costs with respect to a new school in which there was no pupil enrollment on October 1 of the year preceding the year for which the apportionment is made or on any prior October 1 shall be apportioned on the basis of the number of pupils from each member town which such school is intended to accommodate as determined by the Committee prior to the time when the first apportionment of capital costs on account of such school is made.

In the event of the need to vacate a school for an extended, but temporary, period of time (e.g., due to construction, renovation, or repair) and to temporarily relocate the student population to another school or schools, no capital costs associated with the schools to which they were relocated shall be allocated to the towns whose students were relocated. Those towns will continue to pay capital costs according to Section D. for the vacated school.

E. Apportionment of Operating Costs

Operating costs, not including transportation, and not including capital costs pursuant to section V(B), or debt service, but including interest and principal on revenue anticipation notes, shall be apportioned to member towns using the statutory assessment method, as defined in 603 CMR 41.01. The operating costs to the member towns will equal the minimum local contribution and any other operating costs above

the minimum local contribution. The aggregate above minimum cost is arrived at by subtracting from the operating cost the following: Chapter 70 aid, the total minimum required contribution of all member towns and other general revenue sources to the District. Each member town's proportionate share of the above minimum contribution shall be assessed by computing the ratio which the sum of the pupil enrollment of a member town, as determined by the enrollment of students in said schools each October 1 of the current fiscal year and the preceding four years, bears to the sum of the enrollment of students in the district schools, as determined by the students enrolled in said schools each October 1 of the current fiscal year and preceding four years.

The statutory method calculation is as follows:

Operating costs (which exclude capital, debt and transportation)
Minus Chapter 70 (as calculated by DESE)
Minus minimum combined required local contributions of all member towns
(calculated by DESE)
Minus other general revenue sources to the District
Equals the total above minimum contribution for all member towns.
Distribute the above amounts to the member towns consistent with the provisions of
Section V, E.

F. Apportionment of Transportation Costs

Costs for transportation shall be assessed after subtracting regional transportation reimbursement, by computing the ratio which the sum of the pupil enrollment of a member town, as determined by the enrolled students in district schools each October 1 of the current fiscal year and the preceding four years, bears to the sum of the enrolled students for the district schools, as determined by the number of students enrolled in said schools each October 1 of the current fiscal year and preceding four years.

G. Total Assessment of All Costs

The total assessment to members towns will consist of their minimum local required contribution, their proportionate share of operating costs that are above minimum required contribution, their proportionate share of transportation costs and their proportionate share of capital costs.

H. Times of Payment of Apportioned Costs

Each member town shall pay its proportionate share of the capital and operating costs to the District each year in four equal installments not later than the fifteenth day of the month in August, December, and February and the first day of June of each year. If a member town does not make payment by the due date, said town shall be liable for the full amount due plus accrued interest, at the Massachusetts Municipal Depository Trust short term bonds rate effective on the date payment was due, times the number of days delinquent, to the District.

I. Application of Massachusetts School Building Authority Grants

Any school construction grants received by the District from the Commonwealth, including reimbursement received under the provision of M.G.L. c. 70B, as amended, shall be applied only to the payment of capital costs as defined in Section V. B. of this Agreement.

SECTION VI. INCURRING OF DEBT

The Committee may vote to incur debt consistent with the terms and conditions of M.G.L. c. 71, Section 16. At the time of taking action to incur debt, and except for the incurring of debt in anticipation of revenue, the default method for the Committee will be the process that appears in subsection (d) of M.G.L. c. 71, 16. The Committee may utilize the process that appears in subsection (n) of M.G.L. c. 71, Section 16 with a two thirds (2/3) vote of approval.

SECTION VII. TUITION STUDENTS

The Committee may accept for enrollment in the District pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the District from tuition of pupils shall be deducted from the total operating costs, not including transportation costs and capital costs, in the next

annual budget to be prepared after the receipt thereof, prior to apportionment under Section V. E, to the member towns.

SECTION VIII. TRANSPORTATION

Transportation to and from school shall be provided by the District to enrolled students K- 12 according to Massachusetts General Law and School Committee policy.

SECTION IX. AMENDMENTS

A. Limitation

This agreement may be amended from time to time in the manner hereinafter 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

A proposal for amendment may be initiated by a vote of at least three-fourths of the members of the entire Committee, or by a majority vote at an annual or special town meeting of any member town, or by a petition signed by ten percent (10%) 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.

Any proposal for amendment shall be presented to the Secretary of the Committee, who shall mail or deliver a notice in writing to the selectboard of each of the member towns 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 selectboard 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 proposed amendment.

Such amendment shall take effect upon its acceptance by at least three-fourths of all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and the approval of the Commissioner of the Department of Elementary and Secondary Education, hereinafter sometimes referred to as Commissioner.

SECTION X. ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

A town or towns may be admitted to the District by an amendment to this agreement adopted in the following manner.

The proposal for amendment shall be initiated by not less than three-fourths of the entire Committee and the proposed amendment shall contain all the terms upon which the town or towns shall be admitted.

The proposed amendment shall specify that the new member town's responsibility for the District's Other Post Employment Benefit (OPEB) costs begins upon admission to the District. The calculation used to define OPEB costs for the member towns will be used in the same manner for the new member town, adjusted for the number of years the new town or towns are members of the District.

Further, the proposed amendment shall specify that any previous OPEB responsibilities, and any previous capital debt of the new member town shall not be assumed by the District, unless agreed to otherwise.

Such proposed amendment shall be presented to the Secretary of the Committee who shall mail or deliver a notice in writing to the selectboard of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of the proposed amendment. The selectboard in each member town shall include in the warrant for the next annual or a special town meeting called an article stating the proposed amendment.

The town or towns seeking admission shall be admitted to the District effective at the start of the fiscal year upon (1) acceptance of the amendment by at least three-fourths of the member towns and (2) acceptance by the town or towns seeking admission of the terms of this agreement, as amended and (3) subject to the approval of the Commissioner and (4) provided that all these requisite approvals for the addition of a

member town shall be obtained no later than the preceding December 31 to be effective on July 1.

SECTION XI. WITHDRAWAL

A. Withdrawal Procedure By Approval of Member Towns

Any member town may, by vote at an annual or special town meeting, petition to withdraw from the District under terms to be stipulated herein and subject to the provisions of Section IX (AMENDMENTS), except as otherwise provided herein.

Thereupon, if three-fourths of the members of the entire Committee approve the proposed withdrawal, the Committee shall draw up and initiate an amendment to the Agreement providing for the withdrawal of the petitioning town. The town seeking to withdraw shall cease to be a member town at the start of the next fiscal year if the proposed amendment is then approved by a vote of the town seeking to withdraw and by a vote of at least three-fourths of the remaining member towns at an annual or at a special meeting called for the purpose, and subject to the approval of an amendment to the Agreement by the Commissioner. An existing member may withdraw from the District provided that all requisite approvals for such withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31 to be effective July 1.

1. 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.
2. The town shall be obligated to the District for its share of Other Post-Employment Benefits (OPEB) and pension liabilities. In regard to OPEB, the amount owed to the District shall be calculated by an independent, licensed actuary whose appointment shall be agreed to by the District and the withdrawing town. If the parties cannot agree, then the District shall appoint an actuary. The calculation shall be done in accordance with actuarial standards, regulations, and laws. The withdrawing town's share of the District's OPEB liability shall be computed by

first calculating the ratio of the withdrawing town's enrollment to the total enrollment of all of the member towns for each of the prior twenty-five years. The withdrawing town's share of the District's liability shall be the average of its ratio of enrollment over the prior twenty-five years. The enrollment used in the calculations shall be students attending District schools on October 1 of the appropriate year.

3. Regarding outstanding capital debt, the said town shall remain liable for its share of principal and interest payments. The town's liability each year going forward is fixed at the percentage in place at the time of withdrawal. The withdrawing town also has the option to instead make a lump sum payment at withdrawal. That lump sum, depending on the amount, may either reduce or eliminate their future liability for future debt service payments.

B. Withdrawal Procedure with no Indebtedness to the District

Any member town may withdraw from the District, without a Committee vote, when its share of the District's bonded and other indebtedness has been paid in full, and it has reached an executed written agreement with the Committee regarding payment to the District for all OPEB and pension liabilities. Any member town whose share of the District's bonded and other indebtedness has been paid in full, and that has reached an agreement with the Committee regarding OPEB and pension liabilities, may withdraw from the District by a majority vote in annual town meeting of that town. If a town withdraws according to the provisions of Section XI, B, an amended regional agreement must also be approved by three fourths of the remaining member towns at an annual or special town meeting and the amended agreement must also be approved by the Commissioner of Elementary and Secondary Education. Withdrawal not only requires Commissioner approval but also that all approvals including the Commissioner's must be in place by December 31 to be effective the following July 1.

C. Membership of District Committee

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 said Committee, as provided in Section II A, shall be decreased accordingly.

D. Deposit of Money Paid by Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon and its share of OPEB costs, shall be used only for such purposes.

SECTION XII. REVIEW OF THE AGREEMENT

The Committee shall, as need arises and minimally every five years, review the need to establish an *ad hoc* study group composed of knowledgeable persons to study this Agreement and report to the Committee.

SECTION XIII. ANNUAL REPORT

The Committee shall submit an annual report to each of the member towns consistent with M.G.L c. 71, Section 16 (k).

SECTION XIV. EFFECTIVE DATE OF THIS AMENDED AGREEMENT

The foregoing amended Agreement was duly accepted and approved and takes effect on the date the Commissioner signs.

- 1) by vote of the Central Berkshire Regional School Committee, duly adopted at a meeting of said Committee, duly called and held on _____;
- 2) by vote of the Town of Becket duly adopted under Article ____ of the Warrant at its Town Meeting duly called and held on _____; and
- 3) by vote of the Town of Cummington duly adopted under Article ____ of the Warrant at its Town Meeting duly called and held on _____; and

- 4) by vote of the Town of Dalton duly adopted under Article ____ of the Warrant at its Town Meeting duly called and held on _____; and
- 5) by vote of the Town of Hinsdale duly adopted under Article ____ of the Warrant at its Town Meeting duly called and held on _____; and
- 6) by vote of the Town of Peru duly adopted under Article ____ of the Warrant at its Town Meeting duly called and held on _____; and
- 7) by vote of the Town of Washington duly adopted under Article ____ of the Warrant at its Town Meeting duly called and held on _____; and
- 8) by vote of the Town of Windsor duly adopted under Article ____ of the Warrant at its Town Meeting duly called and held on _____.

Date_____

Selectboard Chair, Becket

Date_____

Selectboard Chair, Cummington

Date_____

Selectboard Chair, Dalton

Date_____

Selectboard Chair, Hinsdale

Date_____

Selectboard Chair, Peru

Date_____

Selectboard Chair, Washington

Date_____

Selectboard Chair, Windsor

Date_____

School Committee Chairperson

Date_____

Commissioner of Elementary and Secondary Education