

CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT

A G R E E M E N T

Becket, Cummington, Dalton, Hinsdale, Peru,
Washington and Windsor, Massachusetts

Retyped January, 1997 to include amendments 1 - 9.

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CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT AGREEMENT

SECTION I. THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Composition & Election

1. 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", which shall have all the powers and duties conferred and imposed upon school committees and regional school districts by general and special law and by this Agreement and which shall consist of fifteen members to be elected by all of the voters of the Central Berkshire Regional School District, hereinafter sometimes referred to as the "District", voting in a District election to be held at the biennial state elections. The term of office of each member shall be four years and thereafter, until their respective successors have been duly elected and qualified. Eight 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; and the remaining members of the Committee shall consist of five persons one of whom shall at all times be a resident of each of the Towns of Becket, Cummington, Peru, Washington and Windsor.

Effective with the election of 1992, 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. One of the representatives of the Town of Becket elected in 1992 shall be for a term of two years and one of the representatives of the Town of Hinsdale elected in 1994 shall be for a term of two years. Thereafter, the terms of all representatives shall be for four years.

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.

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 Massachusetts General Laws, Chapter 53, s 122, as from time to time amended, and other pertinent provisions of law.

C. Withdrawal

If any member town other than the Town of Dalton withdraws from the District, the number of members on the Committee shall be reduced by twice the number of members required to be resident in that town prior to withdrawal and the numbers of members required to be resident in

Dalton shall be reduced by one-half the total reduction of the Committee, provided, however, that the time when and manner in which the reduction shall be effected shall be set forth in the amendment providing for the withdrawal of the member town.

D. Organization

Annually, at the first regular meeting of the Committee following the first Tuesday next after the first Monday in November, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.

E. Quorum

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

F. Ballot Format

The names and addresses of the candidates shall be arranged on the ballot according to the town in which they reside with a separate category for each town, the seat for which on the district School Committee is being filled in that election. For each category, there shall be printed such directions as will instruct the voter to vote for the number of candidates to be elected in each town.

PLEASE NOTE:

Section I - Amended by Amendment #1, July 1, 1969

Section I - Replaced in its Entirety by Amendment #2, November 16, 1971

Section I - Amended A. Composition, Items 1 and 2, July 23, 1984, Amendment #6

Section I - Amended by Amendment #7, November 16, 1989

Section I - Amended by Amendment #8, May 13, 1991

SECTION II. TYPE OF REGIONAL SCHOOL DISTRICT

The regional school district shall comprise all grades from kindergarten through grade twelve. The Committee is hereby authorized 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 thereto or dependent thereon, if the Committee deems it desirable.

PLEASE NOTE:

Section II - Amended by Amendment #1, July 1, 1969

SECTION III. LOCATION/LEASE OF SCHOOLS

A. Location of Schools

The senior high school and any other school accommodating the pupils from any one or more grades from all the member towns 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 shall remain open. Any new regional school constructed for the purpose of accommodating pupils principally from one town shall be located in that town. Any new regional 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, within a radius of three (3) miles from the geographical center of the pupil population of the area to be served by such school as determined by the Committee. Before determining the location of any new regional school, the Committee shall determine the town or towns principally from which such school is to accommodate pupils and, in the case of a school to be constructed for the purpose of accommodating pupils principally from two or more, but less than all, of the member towns, the Committee shall also determine the area to be served by such school.

B. Lease of Schools

Each of the seven member towns is hereby authorized to lease to the regional school district the respective premises and buildings listed below:

1. The Town of Becket - The Becket Consolidated School
2. The Town of Cummington - The Cummington Elementary School
3. The Town of Dalton-
 - The Craneville School
 - The Center School
 - The Dalton Junior High School (Nessacus Middle School)
4. The Town of Hinsdale - The Kittredge Elementary School
5. The Town of Peru - The Peru Elementary School (Doris S. Smith Elementary School)
6. The Town of Washington - The Washington Elementary School
7. The Town of Windsor - The Crane Community 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 eight. 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 regional school district to insure, repair, improve, alter, remodel or modernize 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.

SECTION IV. APPORTIONMENT AND PAYMENT OF COST INCURRED BY THE DISTRICT

A. Classification of Costs

For the purpose of apportioning assessments levied by the District against the member towns, 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 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 capital costs as defined in Section IV 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.

E. Apportionment of Operating Costs

Operating costs and any capital costs not apportioned pursuant to section IV D, for the fiscal year 1993, and for every fiscal year thereafter shall be apportioned to the member towns on the basis of

their respective pupil enrollments in the regional district schools including the schools referred to in Section III, B. Each member town's share for each fiscal year shall be determined by computing the ratio which the sum of the pupil enrollment of a member town as determined by the census of students in said schools each October 1 for the current fiscal year and the preceding four years, bears to the sum of the enrollment of students for the district schools, as determined by the census of students enrolled in said schools each October 1 for the current fiscal year and preceding four years.

This revised method of apportionment of operating school costs to member towns shall be phased in over five years, becoming fully effective in the fifth year. In the first fiscal year following acceptance costs shall be apportioned according to the pupil enrollment of each member town as determined by the census of students on the previous October 1. In the second year costs shall be apportioned according to the sum of pupil enrollments as determined by the census on the previous October 1 and the October 1 census preceding that. In the third year costs shall be determined by the census on the previous October 1 and the two preceding October 1 censuses. In the fourth year costs shall be apportioned according to the sum of pupil enrollments as determined by the census on the previous October 1 and the three preceding October 1 censuses. In the fifth and subsequent years costs shall be apportioned according to paragraph one.

F. Times of Payment of Apportioned Costs

Each member town shall pay its proportionate share of the capital and operating costs to the regional school 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 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 rate effective on the date payment was due, times the number of days delinquent, to the Central Berkshire Regional School District.

G. Application of State Grants

Any school construction grants received by the District from the Commonwealth, including reimbursement received under the provision of Section 6 of Chapter 645 of the Acts of 1948, as amended, shall be applied only to the payment of capital costs as defined in Section IV B of this agreement.

PLEASE NOTE:

Section IV - Amended by Amendment #1, July 1, 1969
 Section IV F Amended July 18, 1973, by Amendment #3
 Section IV F Amended June 27, 1984, by Amendment #5
 Section IV E Amended by Amendment #9, June 29, 1992

SECTION V. TRANSPORTATION

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

SECTION VI. 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 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 Board of Selectmen 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 selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof. 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.

SECTION VII. ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

Any town or towns may be admitted to the regional school 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 full Committee and shall contain the terms upon which the town or towns shall be admitted. Such proposal 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 that a proposal to amend this agreement has been received and shall enclose a copy of such proposal. 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 for amendment. The town or towns seeking admission shall be admitted to the regional school district 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 the amendment covering the admission of said town or towns.

SECTION VIII. WITHDRAWAL

A. Limitation

Any member town may, by vote at an annual or special town meeting, petition to withdraw from the District under terms to be stipulated in a proposed amendment to this agreement and subject to the provisions of Section VI, except as otherwise provided herein, 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, 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 town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

B. Procedure

Thereupon, if three-fourths of the members of the full Committee approve the proposed withdrawal, the said 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 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.

C. Membership of District Committee After Withdrawal

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 I 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 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 of the District 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 share of any town or towns which have withdrawn shall be apportioned to the remaining member town

or towns in the manner provided in Section IV D or as may be otherwise provided in the amendment providing for such withdrawal.

SECTION IX. BUDGET

A. Initial Budget

Within sixty days after the 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 of each member town, or if there is no finance or advisory committee in a member town, to the chairman of the Board of Selectmen of such town, for its consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned between the member towns according to the provision in Section IV hereof. The treasurer 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, if any.

B. Tentative Maintenance and Operating Budget

Thereafter the Committee shall, within seventy-five 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 1 nor earlier than January 1, 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, including the amounts payable under the following classifications of expense and such other classifications as may be necessary:

1. General Control
2. Instructional Expenses
3. Plant Operation
4. Plant Maintenance
5. Auxiliary Agencies
 - a. Hot Lunches
 - b. Athletics
 - c. Health
 - d. Libraries
 - e. Transportation
6. Outlay
7. Debt Service
8. Special Charges

Five days thereafter, copies of such tentative budget shall be mailed to the chairman of the finance or advisory committee, if any, to the chairman of the Board of Selectmen, and to the Chairman of the local School Committee of each member town.

C. Final Maintenance and Operating Budget

The Committee shall, within forty-five (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 nor earlier than February 1, in each year, adopt an annual maintenance and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amount necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV d and IV e. The amounts so apportioned for each member town shall, within thirty (30) days from the date on which the annual regional school budget is adopted, be certified by the district treasurer to the treasurers of the member towns, and each town shall be liable for and shall appropriate the amounts so certified to it.

PLEASE NOTE:

Section IX - Items B and C amended by Amendment #4, December 12, 1973

SECTION X. INCURRING OF DEBT

Not later than 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, written notice of the amount of the debt and of the purposes for which it was authorized shall be given to the Board of Selectmen in each member town.

SECTION XI. TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the regional district school 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 E to the member towns.

PLEASE NOTE:

Section XI - Amended by Amendment #1, July 1, 1969

SECTION XII. EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

Any teacher in any of the grades from kindergarten through grade eight who is serving on tenure under a school committee in any of the seven member towns on June 30, 1969, shall be employed by and shall continue to serve on tenure under the regional district school committee. Any teacher in the aforesaid grades who is not on tenure on June 30, 1969, shall be given preferred consideration for similar positions

by the regional district school committee. Administrators will be given preferred consideration for similar positions wherever possible.

Nothing contained in this agreement shall affect the tenure status of any teacher in the Wahconah Regional High School.

SECTION XIII. JURISDICTION OF COMMITTEE

The establishment of the regional school district shall not affect the obligation of the member towns to provide education in grades nine through twelve, inclusive, until such time as the regional district school committee shall notify the local school committees of the member towns that the regional district school is in proper condition and prepared to function.

SECTION XIV. SPECIAL PROVISIONS RELATING TO AMENDMENT NUMBER 1

Amendment #1 was entirely replaced by Amendment #2.