

Somerset Berkley Regional School District Planning Board

June 2, 2010

To the Selectmen of the
Towns of Somerset and Berkley, Massachusetts:

Attached please find a corrected copy of the Final Agreement presented to you by our Regional School District Planning Board at your meetings on May 20, 2010 and May 26, 2010.

The Massachusetts Department of Elementary and Secondary Education (DESE), upon review of our Final Agreement, proposed a few technical edits to the document. The edits that were made include one typographical error and four edits/deletion of language either due to redundancy or for the purposes of clarification.

The majority of the edits were approved at our Board Meeting on May 29, 2010. An additional edit noted below was approved at our meeting on June 2, 2010:

Edit approved on June 2, 2010:

“Any amendments to an approved budget that result in a change to the total budget amount or assessments, shall in addition to the requirements set forth in state law, also require a vote from the Regional School Committee with at least one vote coming from a representative of each member town.”

See pg. 12 Section 11 B - this sentence replaced the last sentence of that section in the previous draft.

The technical edits/corrections which have been made are all minor and do not alter the intention or substance of the final agreement that we unanimously approved and presented to your Boards for consideration.

Respectfully submitted,

Julie M. Ramos Gagliardi
Chairperson
Somerset Berkley Regional School District Planning Board

Enclosure

Somerset Berkley Regional School District Agreement

Adopted by the Somerset Berkley
Regional School District Committee
By unanimous vote on
May 19, 2010

Technical Edits/Corrections contained
herewith were approved by
unanimous vote on
June 2, 2010

AMENDED AGREEMENT BETWEEN THE TOWNS OF SOMERSET, MASSACHUSETTS AND BERKLEY, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT

This **Amended** Agreement ("Agreement") is entered into pursuant to Chapter 71 of the General Laws of the Commonwealth of Massachusetts between the towns of Somerset and Berkley, hereinafter sometimes referred to as "member towns". The District shall be called the SomersetBerkley Regional School District, hereinafter referred to as "the District". In consideration of the mutual promises herein contained, it is hereby agreed as follows:

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Deleted: Acceptance of this agreement is contingent upon Berkley's approval of a Proposition 2 ½ Ballot Override to fund its share of the operating costs upon its inception.

SECTION 1. THE REGIONAL SCHOOL COMMITTEE.

A. Composition.

The powers and duties of the District shall be vested in and exercised by a Regional School Committee, hereinafter called the "Committee", which shall consist of seven (7) members, five (5) of whom shall be residents of Somerset and two (2) of whom shall be residents of Berkley. Berkley School Committee will appoint one (1) interested member of its Committee to the Regional School Committee. Somerset School Committee will appoint two (2) interested members of its Committee to the Regional School Committee. Each appointment will be for one-year. The remaining members are elected as outlined in SECTION 1B. All members shall serve until their respective successors are elected/appointed and qualified.

B. Appointment/Election.

1. Each appointment will be for a period of one year and will take place at the first school committee meeting following the annual town elections.

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2. At the annual town elections of the member towns to be held in the year following the year in which this **Amended** Agreement is accepted by the member towns, the voters at each member town's annual town election shall **continue to** elect members to the seven (7) member Committee, three (3) of whom shall be residents of Somerset and one (1) of whom shall be a resident of Berkley, with each community's representation apportioned according to town population **as follows: and each committee member serving for a three (3) year term.**

3. A candidate for membership on the Committee shall file nomination papers for the particular Committee position as set forth above, with the Town Clerk of the member town in which such candidate resides within the time allowed by the General Laws relating to filing nomination papers for town elections. Nomination and election procedures for people running are based on the requirements of the respective member towns.

4. Any registered voter of any member town may be a candidate and the method of their nomination shall be the same as if they were a candidate for elected town office in the member town in which they are a registered voter. However, school committee members cannot serve as both an elected and appointed member of the Regional School Committee at any given time.

5. Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the Town Clerk of the town in which they reside and a record of such oath shall be made and kept by the Town Clerk and a copy thereof delivered to the recording secretary by the newly appointed/elected member.

6. Notwithstanding any other provision of this Agreement to the contrary, on February first immediately following the official publication of the most recently conducted federal census, the Committee shall determine, on the basis of such census figures, the total population of each member town. (For the purposes of this provision, "official publication" means transmittal to Congress by the President in the case of the federal census.) Elected membership on the Committee shall be adjusted at that time, as is necessary to maintain compliance with one person one vote.

7. If a member town is entitled to an additional member of the Committee, as hereinabove provided, such additional member from such town shall be elected to the Committee for a three year term at the next annual town election following the official publication of the most recently conducted federal census on which the determination of population must be made. If the population of a member town shall at any time cause its membership on the Committee to be reduced by one (1) member, such town shall at its next annual town election elect one less than the number of members of the Committee from that town whose terms expire.

8. The term of office of members of the Committee shall commence on the day following their election or appointment.

9. If there is a failure to nominate or a failure to elect a candidate, then an appointment shall occur as though there were a vacancy under the provisions of SECTION 1D of this Agreement.

C. Organization.

1. At the first regular meeting of the Regional School Committee following the acceptance of this Agreement by the member towns, and, thereafter at the first regular meeting of Regional School Committee following the latter of the annual town elections of the member towns in each

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year, the Committee shall organize and choose by ballot a Chairperson and Vice-Chairperson from its own membership.

2. 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. The Committee shall fix the time, place for its regular meetings, and provide for the calling of special meetings.

D. Vacancies.

If a vacancy occurs on the Committee, such vacancy shall be filled within sixty (60) days by appointment by the Regional School Committee along with the Board of Selectmen of the member town in which the member vacating office resided at the time of their election. The person so appointed shall be a resident of the town from which the vacancy occurred, and shall serve until the next town annual election, at which election a successor shall be elected to serve the balance of the unexpired term, if any. If the vacancy is caused by one of the members of a local school committee leaving, the replacement will be chosen and appointed from among the remaining members of that local school committee and appointed within sixty (60) days.

E. Quorum.

A majority of the Committee shall constitute a quorum, at least one of whom shall represent each member town, but a lesser number may adjourn any meeting.

F. Powers and Duties.

The Committee shall have all of the powers and duties conferred and imposed upon Regional School District committees by law and by this Agreement and any amendment or additions thereto or as may be conferred and imposed upon it by any applicable general or special law.

SECTION 2. TYPE OF REGIONAL SCHOOL DISTRICT.

The Regional School District shall include all grades from nine (9) through twelve (12). The Committee may establish and maintain vocational educational courses, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws and any amendments or additions thereto. The regional school committee is authorized to form or join an educational collaborative consistent with Chapter 40, Section 4E of the Massachusetts General Laws (M.G.L.).

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SECTION 3. LOCATION AND OWNERSHIP OF SCHOOL FACILITIES.

A. Location.

The regional district school building for the pupils in grades nine through twelve shall be located in the town of Somerset.

B. Existing Building

~~The Town of Somerset may authorize the sale and/or lease to the Regional School District the building and contents presently known as the SOMERSET HIGH SCHOOL. It is the intention of the member towns upon formation of the District to pursue funding from the Massachusetts School Building Authority for the construction of a new high school building.~~

~~As part of the sale and/or lease, Somerset will remain responsible for the capital repairs completed during the Transition Period. Thereafter, Somerset will remain responsible for the capital repairs of the building due to known preexisting conditions outlined below for a total period of four years, including the transition period. The total cost of any additional necessary capital repairs shall be assessed to both towns based on the percentage of each member's share of the District Foundation Enrollment as of October 1st of the previous year in which the funding for the repairs is sought.~~

~~Pre-existing Conditions:~~

~~Replace Heating System Return Tank~~

~~Replace Roofs~~

~~Replace Heating System Pipes and Water Lines in crawl space under building~~

~~Replace Fire Alarm and Smoke Sensors Around Building~~

~~In the case of a lease, the lease authorized above shall be for a term of twenty (20) years and the term shall commence on the date when the Committee assumes jurisdiction upon the completion of the Transition Period. The lease shall contain a provision for the extension of the term thereof for a renewal term no in excess of twenty (20) years, renewable at any time during the term, at the option of the Committee by notice to the town at least one year prior to the expiration of the initial or any renewal term; and each lease shall contain provisions for termination of the lease. The lease shall contain provisions authorizing the District to insure, repair, improve, alter or remodel the building presently know as Somerset High School. No rental shall be charged to the District by Somerset, however, the Committee shall bear all costs~~

for insurance maintenance and repair, utilities and other services except for those pre-existing conditions noted above. The lease shall contain a warranty that the building shall be in good condition at the time of leasing to the District, on the terms set forth in the lease. The lease involving a member town shall be on such other terms and conditions as may be determined by the Selectmen thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

— The unpaid balance on the outstanding bonds (school bonds authorized for the purpose of constructing or improving the above-referenced building) at the time of leasing of said building and facility shall remain the obligation of Somerset.

B. Building and Land.

The Regional School District owns the land and buildings located at 625 County Street Somerset, MA, ~~however, Somerset residents will have access to use the land and building for town meetings and elections.~~ Upon the dissolution of the Regional School District, the land reverts back to the town of Somerset at no cost but subject to any statutory or DESE regulatory requirements.

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SECTION 4. APPORTIONMENT AND PAYMENT OF COSTS.

A. Definition of Costs.

1. For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: operating costs and capital costs.

a. "Operating costs" shall include all costs not included in capital costs and shall ~~include~~ salaries, wages, supplies, textbooks, ordinary repairs and maintenance, interest on temporary notes issued by the District in anticipation of revenue, transportation and other costs incurred in the day to day operation of District schools.

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Deleted: and limitations for these districts are referenced for regional school districts in G.L. c. 70B, § 6(d) and § 6(e), and G.L. c. 71, § 16 clauses (d), (g) and (n).

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b. "Capital costs" shall consist of the costs of acquiring land and constructing, reconstructing, adding to, and equipping a school building or buildings; remodeling and making extraordinary repairs to a school building or buildings; constructing sewerage systems and sewerage treatment and disposal facilities; purchasing or using such sewerage systems with municipalities; leasing, with an option to purchase, equipment for educational purposes; any other projects or acquisitions of a capital nature which the District is or may be authorized to finance by borrowing; and debt service on bonds or notes of the District issued to finance capital costs. Capital costs shall be in line with borrowing authorization, ~~and procedures.~~

2. The categorization of costs into either of these subcategories is to be determined by the Regional District School Committee.

B. Apportionment of Operating Costs.

For each fiscal year, the assessment of operating costs for each member town shall be determined using the ~~Chapter 70 Allocation Model~~ as described in the following steps:

Step 1: ~~The member's required Minimum Local Contribution to the District as determined by the Commissioner of Elementary and Secondary Education shall be established.~~

Step 2: ~~The total of the member's Minimum Local Contribution shall be subtracted from the total operating costs for the district and that excess shall be apportioned to each member based on the percentage of each member's share of the District Foundation Enrollment as of October 1st of the previous year.~~

Step 3: ~~The member's required Minimum Local Contribution shall be added to its share of the excess operating costs to determine its Annual Gross Assessment.~~

Step 4: ~~The member's Annual Gross Assessment shall be reduced by its Total Chapter 70 Allocation. Each member's Total Chapter 70 Allocation will be calculated on an annual basis by adding its Foundation Aid to its portion of the amount in Excess of Foundation Aid for the District as follows:~~

- a.) ~~The member's Annual Foundation Aid is equal to its Annual Foundation Budget minus its Minimum Local Contribution as determined by the Department of Elementary and Secondary Education.~~
- b.) ~~The total of the member's Annual Foundation Aid will then be compared to the Total Chapter 70 for the District according to preliminary figures published by the Commissioner's office. The amount in excess will then be apportioned to each member based on the percentage of each member's share of the District Foundation Enrollment as of October 1st of the previous year.~~
- e.) ~~The member's portion of the Excess of Foundation Aid will then be added to the Annual Foundation Aid to determine its Total Chapter 70 Allocation.~~

Step 5: ~~The member's Annual Gross Assessment will further be reduced by its share of the Chapter 71 or any other general revenue funds directed to the District which is referred to as its share of Additional Aid. The total of Additional Aid shall be apportioned to each member based on the percentage of each member's share of the District Foundation Enrollment as of October 1st of the previous year.~~

Step 6: ~~The member's Annual Net Assessment of Operating Costs shall be determined by the subtracting its Total Chapter 70 Allocation and its Additional Aid from its Annual Gross Assessment.~~

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1. Per Massachusetts General Laws (M.G.L.) and Massachusetts Regulations, the apportionment of Operating and Capital Costs may be determined using a **Statutory Assessment Method**. In this case, each such assessment shall be the sum of the following amounts (i) the member's required local contribution to the regional school district as determined by the Commissioner; (ii) the member's share of that portion of the regional school district's net school spending, as defined by M.G.L.c.70 s.2, that exceeds the total required local contribution for all members, this share to be allocated to each member town based on the percentage of each member town's share of District Foundation Enrollment as of October 1st of the previous year and (iii) the member's share of costs for transportation, capital project debt service, other capital costs and all other expenditures not included in the regional school district's net school spending, this share to be allocated to each member town based on the percentage of each member town's share of the District Foundation Enrollment as of October 1st of the previous year.

2. Per M.G.L. and Massachusetts Regulations, the assessment of operating and capital costs for each member town may also be determined using the **Alternative Assessment Method** described in the following section.

3. Description of the Alternative Assessment Method

Step 1: TOTAL ADJUSTED BASE OPERATING BUDGET

The **Total Adjusted Base Operating Budget** for the District shall be established by subtracting from the **Total Budget**, consisting of all Costs described in Subsection A. above, the following figures:

- **Total Transportation Costs** which includes Regular Transportation, Special Education Transportation and Out of District Special Education Transportation Costs.
- **Total Capital Costs** as described in Subsection A.1.b.
- **Total Net Out of District Special Education Tuition Costs** as described in Step 7c.

Step 2: MINIMUM LOCAL CONTRIBUTION

The member's required **Minimum Local Contribution** to the District as determined by the Commissioner of Elementary and Secondary Education shall be established.

Step 3: AMOUNT ABOVE MINIMUM LOCAL CONTRIBUTION

The total of the members' **Minimum Local Contribution (Step 2)** shall be subtracted from the **Total Adjusted Base Operating Budget (Step 1)** for the district and that excess shall be apportioned to each member town based on the percentage of each member's share of the District Foundation Enrollment as of October 1st of the previous year.

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Commented [MOU1]: Section 4 B 1 was added per DESE guidance to include language detailing a Statutory Assessment Method. Adopted on 4/6/21.

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Step 4: BASE OPERATING ASSESSMENT FOR EACH MEMBER TOWN

The **Base Operating Assessment** for each member town shall be calculated by adding the **Minimum Local Contribution (Step 2)** plus the **Above Minimum (Step 3)**. The sum of the Base Operating Assessments for both member towns shall equal the **Total Adjusted Base Operating Budget (Step 1)**.

Step 5: CHAPTER 70

The member's share of the District's Total **Chapter 70 Revenue** shall be allocated to each member based on the percentage of each member's share of the District Foundation Enrollment as of October 1st of the previous year. Each member's **Base Operating Assessment** shall be reduced by its **Chapter 70 Allocation**.

Step 6: OTHER GENERAL FUND REVENUE SOURCES

In addition to its **Chapter 70 Allocation (Step 5)**, each member's **Base Operating Assessment** will ~~be reduced~~ by various **Other General Fund Revenue Sources** which, unless otherwise limited, will be allocated to each member town based on the percentage of each member town's share of the District Foundation Enrollment as of October 1st of the previous year. **Other General Fund Revenue Sources** may include but are not limited to Charter School Reimbursement, Interest Income, Medicaid Reimbursement and E-rate reimbursement.

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Step 7: TOTAL OPERATING ASSESSMENT FOR EACH MEMBER TOWN

a. Each member's **Adjusted Base Operating Assessment** shall be calculated by adding their respective **Base Operating Assessment (Step 4)** the following: **Chapter 70 Allocation (Step 5)** and the allocation of **Other General Fund Revenue Sources (Step 6)**.

b. **Total Transportation Costs** shall be reduced by offsetting **Regional Transportation Aid**. The resulting **Net Transportation Costs** shall be assessed to each member town based on the percentage of each member's share of the District Foundation Enrollment as of October 1st of the previous year.

c. **Net Out of District Special Education Tuition Costs** shall be assessed to each member town based on the actual costs on behalf of all current and incoming the high school students who are residents of said member town for the year for which the budget is being prepared. Each member town's **Total Out of District Special Education Tuition Cost** shall be reduced by its share of Circuit Breaker Aid and Other Related Grants used to reduce Special Education Out of District Tuitions– with ~~the share of the aid and said grants~~ determined by the Member Town's percentage of the previous year's **Total Out of District Special Education Tuition Cost**.

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d. Each member town's **Operating Assessment** shall be calculated by adding their **Adjusted Base Operating Assessment (Step 7a)** plus its share of **Net Transportation Costs (Step 7b)** and its share of **Net Out of District Special Education Tuition Costs (Step 7c)**.

Step 8: CAPITAL ASSESSMENT FOR EACH MEMBER TOWN

During the development of each fiscal year’s budget, the total capital costs shall be determined as defined in Section A.1.b. Each member town will then be assessed a percentage of the total capital cost based on the percentage of each member’s share of the District Foundation Enrollment as of October 1st of the previous year.

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Step 9: TOTAL ANNUAL ASSESSMENT FOR EACH MEMBER TOWN

Each member town’s **Total Annual Assessment** will be comprised of the **Total Operating Assessment** as calculated in Steps 1-7 and it’s **Total Capital Assessment** as described in Step 8.

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C. Times of Payments of Apportioned Costs.

C. Apportionment of Capital Costs.¶

1. Capital Assessment. At least fifteen (15) days prior to the date on which any indebtedness (consisting of interest or principal and interest on bonds and notes) incurred by the District to finance capital costs is payable, each member town shall pay to the District its respective share of the amount that is so payable by the District on said date. All other capital costs not consisting of payments on account of indebtedness as aforesaid shall be paid in the same manner as operating costs.

During the development of each fiscal year’s budget, the total capital costs, inclusive of principal and interest debt service payments for any District owned buildings, for the year in question will be identified. For any capital borrowing consisting of interest or principal and interest on bonds and notes, each member town will then be assessed a percentage of that total capital cost based on the percentage of each member’s share of the District Foundation Enrollment as of October 1st of the previous year.¶

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2. Operating Assessment. Each member town shall pay to the District in each fiscal year its proportionate share, determined as provided in SECTION 4B above, of the operating costs. The annual share of each member town shall be paid in twelve (12) equal installments at such times that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth (15th) day of the first month of each fiscal year.

SECTION 5. TRANSPORTATION.

School transportation shall be provided to and from the district school by the District and Total Transportation Costs reduced by offsetting Regional Transportation Aid shall be assessed to each member town based on the percentage of each members share of the District Foundation Enrollment as of October 1st of the previous year.

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SECTION 6. AMENDMENTS.

A. This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made that shall substantially impair the rights of the holders of the bonds or notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided nothing in this provision 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 or any other capital costs.

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B. Any proposal for amendment, except for a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in SECTION 8), may be initiated by a majority vote of the Committee with at least one (1) vote of the majority coming from a member of the Committee, elected or appointed by each member town.

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C. A proposal for amendment may also be presented by a petition signed by ten percent (10%) of the registered voters in said town according to the most recent voting list of said town and said petition shall be presented to the Secretary of the Committee.

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D. Any proposed amendments must be approved by the Commissioner of Elementary and Secondary Education.

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E. In either case, the Secretary shall mail a notice in writing to the Board of Selectmen of each member town that a proposal to amend this Agreement has been made and shall enclose a copy of the proposed amendment in its entirety (without the signatures in the case of a proposal by petition).

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F. 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 proposal along with the amendment in its entirety.

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G. Such amendment shall take effect upon acceptance by each member town to be by a majority vote at a town meeting and following approval by the Commissioner of Elementary and Secondary Education.

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SECTION 7. ADMISSION OF ADDITIONAL TOWNS.

A. By an amendment to this Agreement adopted under and in accordance with SECTION 6 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.

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B. Any proposed amendments must be approved by the Commissioner of Elementary and Secondary Education.

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C. All approvals to admit a new member town, including the Commissioner's approval must occur by December 31 for amendment to be in effect the following July 1. (See 603 CMR 41.03(2)(a)).

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SECTION 8. WITHDRAWAL.

A. 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.

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B. Any member 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:

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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 fiscal year in which such withdrawal takes effect; and

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2. That said town shall remain liable to the District for its share of the indebtedness, including but not limited to Other Post-Employment Benefits (OPEB) and 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 that such town has paid over at the time of withdrawal and which has been applied to the payment of indebtedness.

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3. The clerk of the town seeking to withdraw shall notify in writing, within seven (7) days of the vote, the Committee that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote).

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4. Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitations contained in the first paragraph of SECTION 6 (State and Federal law shall supersede).

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5. The Secretary shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has proposed an amendment (enclosing a copy of the proposed amendment in its entirety).

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6. 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, an article stating the amendment in its entirety.

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7. Such amendment shall take effect at the end of the fiscal year in which it was accepted by all of the member towns, acceptance by each member town to be a majority vote at a town meeting as aforesaid.

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8. The withdrawing town's annual share of any future installment of principal and interest on bonds or notes 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 withdrawal.

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9. Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who reside in the withdrawing town shall terminate.

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- C. 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 in the manner provided by law for the deposit of funds of Regional School Districts (see Section 9).
- D. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in all of Subsection B, above, will submit to the Commissioner of Elementary and Secondary Education and to the District a “Long Range Education Plan” consistent with 603 CMR 41.02(2).
- E. The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- F. Any proposed withdrawals must be approved by the Commissioner of Elementary and Secondary Education.
- G. All approvals for withdrawal, including the Commissioner’s approval, must occur by December 31 for amendment to be in effect the following July 1. (See 603 CMR 41.03 (2)(a)).

SECTION 9. TERMINATION

- A. Any member town or the Regional School Committee may propose that the agreement be terminated.
- B. No less than two (2) full years prior to the desired date of termination, the member towns will submit to the Commissioner of Elementary and Secondary Education and to the District a “Long Range Education Plan” consistent with 603 CMR 41.02(2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; plans for the future distribution of the Regional School Building and its contents; the proposed administrative structure; the fiscal ramifications of termination upon each member town; and the effect that termination will have on student transportation.
- C. The Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that a proposal has been submitted to terminate the agreement. The Selectmen of each member town shall include in the warrant for the

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next annual town meeting or a special town meeting called for the purpose, an article outlining the proposal to terminate the regional agreement.

- D. Termination of the District shall take effect upon acceptance by all of the member towns and the Commissioner of Elementary and Secondary Education. Acceptance by each member town shall be decided by majority vote at a town meeting as aforesaid. Each member town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of termination shall be fixed at the percentage prevailing for such town at the last annual apportionment made prior to the effective date of termination. Upon the effective date of termination, the terms of office of all members serving on the Committee shall terminate.
- E. All member towns shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurers of the member towns, including the full amount so certified for the fiscal year in which the termination takes effect.
- F. All member towns shall remain liable to the District for its share of the indebtedness, including but not limited to Other Post-Employment Benefits (OPEB) and other than temporary debt in anticipation of revenue, of the District outstanding at the time of termination, and for interest thereon, to the same extent and in the same manner as though the agreement remained in effect, except that such liability shall be reduced by any amount that such town has paid over at the time of termination and which has been applied to the payment of indebtedness.
- G. Money received by the District from the member towns 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 in the manner provided by law for the deposit of funds of Regional School Districts.
- H. Any proposed termination must be approved by the Commissioner of Elementary and Secondary Education.
- I. All approvals, including the Commissioner's approval, must occur by December 31 for the amendment to be in effect the following July 1 (See 603 CMR 41.03(2)(a)).

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Deleted: temporary debt in anticipation of revenue, of the District outstanding at the time of termination, and for interest thereon, to the same extent and in the same manner as though the agreement remained in effect, except that such liability shall be reduced by any amount that such town has paid over at the time of termination and which has been applied to the payment of indebtedness.

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SECTION 10. AUTHORIZATION OF DEBT.

The incurring of indebtedness, except temporary indebtedness in anticipation of revenue, by the District, shall be in accordance with the provisions of Chapter 71, Section 16 (d) of the Massachusetts General Laws and any amendments or additions thereto. No such debt shall be incurred unless written notice of the amount of the debt and the general purpose for which it was authorized shall be given to the Board of Selectmen, of each member town, nor until the expiration of sixty (60) days from the date on which the Committee votes to authorize said debt.

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SECTION 11. BUDGET.

A. Preliminary Budget.

1. No less than forty five (45) days prior to the date on which the Committee adopts, or is required to adopt, whichever event occurs first, its final budget for the ensuing fiscal year, the Committee shall prepare a Preliminary Operating and Capital Budget including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes or other evidence of indebtedness of the District.

On an annual basis, the school committee shall may establish a sub-committee to prepare a preliminary budget for consideration by the regional school committee. The budget subcommittee shall be made up of at least one school committee member from each member town.

2. The regional school committee shall propose, by a majority vote, a budget containing all proposed operating expenditures, capital expenditures, and debt service payments to be paid from general revenue of the regional school district. Upon approval of a majority of the committee with at least one vote coming from a school committee representative from each community, the preliminary budget shall then be presented to the towns at a public hearing as required by M.G.L. c. 71 Section , 38N.

In a timeframe determined by the regional school committee, the budget sub-committee shall prepare a Preliminary Operating and Capital Budget including therein provisions for any installment of principal or interest to become due in such fiscal year on any bonds, notes or other evidence of indebtedness of the District.

3. Copies of such Preliminary budget shall be mailed to the Chairperson of the Finance Committee and the Board of Selectmen of each member town.

Upon approval of a majority of the budget sub-committee, with at least one vote coming from a school committee representative from each community, the preliminary budget shall then be presented to the full school regional school committee for consideration.

4. Not later than fifteen (15) days following the date on which copies of the Preliminary budget are mailed to the Chairperson of the Finance Committee and the Board of Selectmen of the member towns as aforesaid, the Committee shall hold a public hearing as required by M.G.L. c. 71 Section 38N within the District and in accordance with Open Meeting Law.

5. At such hearing, the Committee shall present the Preliminary budget and shall answer any reasonable inquiries with respect thereto.

B. Initial Annual Budget.

1. The Committee shall adopt by a 2/3 vote an annual operating and capital budget on or before the latest date permitted by law.

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Commented [MOU3]: On 4/27/21 the word "shall" was changed to "may".

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~~Upon hearing the recommendation of the budget subcommittee, The regional school committee shall propose, by a majority vote, an initial annual budget containing all proposed operating expenditures, capital expenditures, and debt service payments to be paid from general revenues of the regional school district.~~

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~~2. Said budget shall include debt and interest charges as a separate item, and the Committee shall apportion the amount necessary to be raised in order to meet said budget in accordance with the provisions of SECTIONS 4(B) and (C). The amount so apportioned to each member town shall, not later than thirty (30) days following the adoption of the final annual budget, be certified by the District Treasurer to the Treasurer of each member town in accordance with applicable law.~~

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~~Copies of such initial annual budget shall be mailed to the Chairperson of the Finance Committee and the Board of Selectmen of each member town.~~

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~~3. The Annual Budget as adopted by the regional school committee and the member's assessment as certified by the treasurer of the regional school district, shall be placed before each local appropriating authority for its consideration. The approval of the budget shall require an affirmative vote of the appropriating authorities of both member towns. A vote by the local appropriating authority to appropriate the member's assessment shall constitute approval of the regional school district's budget.~~

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~~Not later than fifteen (15) days following the date on which copies of the initial annual budget are mailed to the Chairperson of the Finance Committee and the Board of Selectmen of the member towns as aforesaid, the Committee shall hold a public hearing as required by M.G.L. c.71 Section 38N within the District and in accordance with Open Meeting Law.~~

Commented [MOU9]: New Section 11 B 1-4 was adopted on 4/27/21.

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~~4. At such hearing, the Committee shall present the initial annual budget and shall answer any inquiries with respect thereto.~~

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C. Annual Budget.

~~1. The Committee shall adopt by a 2/3 vote an annual operating and capital budget on or before the latest date permitted by law.~~

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~~2. Said budget shall include debt and interest charges as a separate item, and the Committee shall apportion the amount necessary to be raised in order to meet said budget in accordance with the provisions of SECTIONS 4(B) and (C). The amount so apportioned to each member town shall, not later than thirty (30) days following the adoption of the final annual budget, be certified by the District Treasurer to the Treasurer of each member town in accordance with applicable law.~~

~~3. The Annual Budget as adopted by the regional school committee and the member's assessment as certified by the treasurer of the regional school district, shall be placed before each local appropriating authority for its consideration. The approval of the budget shall require an affirmative vote of the appropriating authorities of both member towns. A vote by the local appropriating authority to appropriate the member's~~

assessment shall constitute approval of the regional school district's budget.

D. Amendments to Approved Budget.

1. A regional school committee may propose, with a two-thirds vote, an amendment to a previously approved budget.

2. If such amendment results in an increase in the total amount of the budget or an increase in assessment for any member, such amendment shall be submitted to the local appropriating authorities for their approval. The treasurer of the regional school district shall submit the proposed amendment to the members within 7 days from the date of the regional school committee vote. The local appropriating authority of every member shall have 45 days from the date of the regional school committee's vote to meet and consider the amendment. The proposed amendment shall be effective if it is approved by two-thirds of the local appropriating authorities and by the local appropriating authority of any member whose assessment is increased.

3. If a local appropriating authority does not vote on the proposed amendment within the 45-day period and that local appropriating authority has previously appropriated funds for its assessment in an amount greater than or equal to the member's assessment for the amended budget, that member shall be deemed to have approved the amended budget.

4. If a proposed amendment to a previously approved budget does not increase the total amount of the budget and reduces the assessment or if the proposed amendment leaves unchanged the assessment for every member, the amendment shall not require approval by the local appropriating authorities and shall be effective upon a two-thirds vote of the regional school committee.

5. If the Commissioner adjusts the required local contribution of any member or members subsequent to the approval of the budget, the regional school committee shall propose an amendment to the budget to reflect such adjustments.

6. Whenever a member's assessment is reduced to a smaller amount than previously appropriated by the local appropriating authority, the appropriation shall automatically be deemed to be reduced to such lesser amount.

7. Transfers from one budget line item to another shall require and be effective upon approval of the regional school committee. Such approval shall be by a majority vote of the regional school committee unless otherwise specified in the regional agreement. Authority for such transfers may not be delegated.

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SECTION 12. EMPLOYMENT OF TEACHERS.

All teachers employed by the District will be entitled to all of the rights set forth in Chapter 71, Section 41 and Section 42B of the Massachusetts General Laws.

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SECTION 13. EMPLOYMENT OF PERSONNEL.

It is the intent under this Agreement, to provide employees with similar rights and benefits afforded to teachers under Chapter 71, Section 42B of the Massachusetts General Laws.

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SECTION 14. EFFECTIVE DATE AND JURISDICTION.

This Amended Agreement shall take effect upon its acceptance by each of the Towns of Somerset and Berkley and subject to the approval of the Commissioner of Elementary and Secondary Education.

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SECTION 15. SEVERABILITY OF SECTIONS.

According to Chapter 71, Section 16, in the event that any provision of this Agreement is held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

SECTION 16. REVIEW OF AGREEMENT.

Periodically, the Committee will undertake a review of the terms of this Agreement. Proposals for amendments to this Agreement will be processed consistent with SECTION 6.

Amended Agreement approved by Regional School District Planning Committee:

April 27, 2021 (minutes of the meeting attached)

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Julie M. Ramos Gagliardi, Chairperson

Richard Fenstemaker, Vice-Chairperson

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Amended Agreement approved by votes of the member towns as certified by the Town Clerks:

Town Clerk, Somerset

Date of Vote (Certification Attached)

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Town Clerk, Berkley

Date of Vote (Certification Attached)

Amended Agreement approved by the Commissioner of Elementary and Secondary Education:

Jeffrey C. Riley, Commissioner

Date

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