

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

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

This 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 Somerset Berkley Regional School District, hereinafter referred to as "the District". 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. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION 1. THE REGIONAL SCHOOL COMMITTEE.

A. Composition.

The powers and duties of the Regional School 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. Upon formation of the Somerset-Berkley Regional School District, an Interim Regional School Committee ("ISC") shall be established as described in SECTION 16A.

B. Appointment/Election.

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

At the next succeeding annual town elections of the member towns to be held in the year following the year in which this Agreement is accepted by the member towns, the voters at each member town's annual town election shall 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:

- i. Two (2) members who are sitting members of the Somerset School Committee appointed by the Somerset School Committee, for a term of one (1) year;
- ii. One (1) member who is a sitting member of the Berkley School Committee appointed by the Berkley School Committee, for a term of one (1) year;
- iii. One (1) member who is a resident of and elected by Somerset, for a term of one (1) year;
- iv. One (1) member who is a resident of and elected by Somerset for a term of two (2) years;
- v. One (1) member who is a resident of and elected by Somerset and one (1) member who is a resident of and elected by Berkley, for a term of three (3) years.

A candidate for membership on the Committee shall file nomination papers for the particular Committee position with the term such candidate is seeking as set forth in subparagraphs (iii), (iv), and (v) 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. Following the expiration of the original terms set forth in subparagraphs (iii), (iv) and (v) above, all members will be elected for a term of three (3) years at all succeeding elections. Nomination and election procedures for people running are based on the requirements of the respective member towns.

Any registered voter of any member town may be a candidate and the method of his or her nomination shall be the same as if he or she were a candidate for elected town office in the member town in which he or she is a registered voter.

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 Secretary of the Committee.

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.

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.

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

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.

At the first regular meeting of the ISC 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 year, the Committee shall organize and choose by ballot a Chairperson and Vice-Chairperson from its own membership.

At the same meeting or at any other meeting, the Committee shall appoint a Treasurer and a Secretary who may be the same person but who need not be members of the Committee. 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 Board of Selectmen and the School Committee of the member town in which the member vacating office resided at the time of his or her 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 District is authorized to form or join an educational collaborative consistent with Chapter 40, Section 4E of the Massachusetts General Laws.

SECTION 3. LOCATION AND LEASING 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 completion of the Transition Period. The lease shall contain a provision for the extension of the term thereof for a renewal term not 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 known 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 as 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.

C. Land.

The Town of Somerset shall authorize the sale of all land where the current Somerset High School is located, including but not limited to all buildings and athletic fields, parking lots, fields and open space. The Regional School District shall purchase said property in SECTION 3C at a nominal fee for the purpose of acquiring the land and in exchange Somerset residents will have access to use the land and building for town meetings. Upon the dissolution of the Regional School District, the land reverts back to the town of Somerset at no cost.

SECTION 4. APPORTIONMENT AND PAYMENT OF COSTS.

A. Definition of Costs.

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.

“Operating costs” shall include all costs not included in capital costs and expressed as “instructional costs” and “non-instructional costs”. Without limiting the generality of the preceding sentence, the following shall be classified as operating costs: 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.

“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.

The categorization of costs into either of these sub-categories 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 members' **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.
- c.) The member's portion of **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 be further reduced by its share of 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 subtracting its **Total Chapter 70 Allocation** and its **Additional Aid** from its **Annual Gross Assessment**.

C. Apportionment of Capital 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.

D. Times of Payments of Apportioned Costs.

i. **Capital Costs.** 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.

ii. **Operating Costs.** 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 the first fiscal year.

SECTION 5. TRANSPORTATION.

School transportation shall be provided to and from the district school by the District and the cost thereof shall be apportioned to the member towns as an operating cost based on the percentage of each members share of the District Foundation Enrollment as of October 1st of the previous year.

SECTION 6. AMENDMENTS.

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.

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. 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. Any proposed amendments must be approved by the Commissioner of Elementary and Secondary Education. 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 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 town meeting or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect beginning the year following its acceptance by each of the member towns, acceptance by each member town to be by a majority vote at a town meeting as aforesaid.

SECTION 7. ADMISSION OF ADDITIONAL TOWNS.

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

SECTION 8. WITHDRAWAL.

The withdrawal of a member town from the District may be affected by an amendment to this agreement in the manner hereinafter provided by this SECTION. 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:

- A. 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
- B. That 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 that such town has paid over at the time of withdrawal and which has been applied to the payment of indebtedness. 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). 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). 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). 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 or the substance thereof. 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. 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. 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.

- 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.
- 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 paragraph A. 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). 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.
- E. Any proposed withdrawals must be approved by the Commissioner of Elementary and Secondary Education.

SECTION 9. TERMINATION

- A. Any member town or the district 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 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 at the end of the fiscal year in which it was accepted by all of the member towns and the Commissioner of Elementary and Secondary Education. Acceptance by each member town shall be decided 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, 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.

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.

SECTION 11. BUDGET.

A. Tentative Budget.

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 tentative operating and maintenance 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. Said budget shall be approved by a majority vote with at least one vote coming from each member town and shall be in reasonable detail. Copies of such tentative budget shall be mailed to the Chairperson of the Finance Committee and the Board of Selectmen of each member town.

Not later than fifteen (15) days following the date on which copies of the tentative 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 within the District, after posting in at least two (2) public places in each member town at least seven (7) days in advance of the hearing, a notice stating the time, place, and purpose of the hearing, and giving such further notice as may be required by law. At such hearing, the Committee shall present the tentative budget and shall answer any reasonable inquiries with respect thereto.

B. Annual Budget.

The Committee shall adopt by a 2/3 vote an annual operating and maintenance budget on or before the latest date permitted by law. 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), (C)

and (D). 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. 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.

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.

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.

SECTION 14. EFFECTIVE DATE AND JURISDICTION.

This Agreement shall take effect upon its acceptance by each of the Towns of Somerset and Berkley, subject to the approval of the Commissioner of Elementary and Secondary Education and will take effect at the beginning of the fiscal year following the approval of the Agreement. Upon approval by said member towns, there shall also be a transition period as described in SECTION 16.

SECTION 15. SEVERABILITY OF SECTIONS.

According to Chapter 71, Section 16 (i), 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. TRANSITION PLAN.

As part of the approval of this Agreement and of the Regional School District created by this Agreement, the member towns as well as the Commissioner of Elementary and Secondary Education will approve a "Transition Period", consistent with 603 CMR 41, which will extend from the date of voter approval of the Regional School District until the end of the fiscal year following the fiscal year in which the vote to approve the creation of the District was taken. During this Transition Period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in the Agreement, SECTION 16 (hereinafter "this SECTION"). During this Transition Period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee ("ISC") will be formed consistent with this SECTION, which will exercise powers expressed in this SECTION. Upon the seating of the

Regional School Committee on July 1, 2011, the Regional School Committee will exercise the powers expressed in this SECTION for the remainder of the transition period.

During the Transition Period, the current tuition agreement in effect will continue in full force and effect. Nothing in this Agreement will negate or change any rights or obligations under the existing tuition agreement during the Transition Period to the member towns. In addition, nothing in this agreement will add any obligations or rights during the transition period to the member towns. Upon expiration of the Transition Period the current tuition agreement will terminate as well as any rights or obligations under that agreement to the member towns. This Agreement will take full force and effect upon expiration of the Transition Period.

A. Composition of the Interim Regional School Committee.

As soon as possible after the approval of the voters of this Agreement, an Interim Regional School Committee ("ISC") will be formed and shall be comprised of 8 members, 2 of which shall be drawn and selected by vote of each of the town school committees of Somerset and Berkley. Each of these local school committees shall also appoint two citizens who reside in their respective towns and who are not members of the school committee to serve as members of the ISC. During the Transition Period, when the ISC is in existence, if one member of the ISC resigns from membership on the ISC or becomes ineligible for membership on the ISC (i.e. by leaving the membership of the local school committee or by leaving the town), the local school committee will vote a replacement. If the vacancy is caused by one of the members of the local school committee leaving the ISC, then the replacement will be chosen from the remaining members of the local school committee. If the vacancy is caused by one of the "citizens" leaving the ISC, then the respective local school committee will appoint another citizen of the town who is not a member of the local school committee as a replacement. Interim Regional School Committee votes shall be weighted so that votes will be reflective of the population of each member town, with Somerset votes being weighted at 1.25 per committee member and Berkley votes weighted at .50 per committee member. Financial and capital decisions made during the Transition Period must be approved by a majority vote which must include at least of two (2) members for Berkley and one (1) member from Somerset.

B. Quorum.

A quorum shall exist when a majority of the eight (8) members of the ISC are present. At a meeting where there is no quorum, or where the quorum is lost, the remaining members may vote to adjourn but may take no other action.

C. Election of Officers.

The ISC will elect officers consistent with SECTION 1.C. of this Agreement.

D. Powers of the ISC and of the Regional School Committee During the Transition Period.

During the Transition Period, the ISC and the Regional School Committee shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the Regional School District, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the Transition Period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the Regional School District.
3. The power to employ a Superintendent, Treasurer, Chief Financial Officer, and Director of Special Education, as well as the power to authorize the Superintendent to employ other personnel as needed.
4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaborative, vendors, and other agencies and parties, with all of these powers being able to be exercised on behalf of the Regional School District.
5. The power to adopt budgets for the region for the Transition Period and for the first year of the Regional School District, and to assess the member towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.
7. The power to appoint a Regional School Building Committee.
8. The power to develop and adopt a strategic plan for the Regional School District.
9. The power to appoint subcommittees.
10. The responsibility for transportation for the regular education students.
11. All the powers and duties conferred by law upon school committees in accordance of Chapter 71, Section 16.

E. Relationship Between the ISC and the Local School Committees, and Between the Regional School Committee and the Local School Committees, During the Transition Period.

During the Transition Period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the Regional School

District without ratification by the ISC or, after May 2011, by the Regional School Committee. In addition, the local school committees will comply with the following during the Transition Period:

1. Program offerings will remain substantially the same.
2. No school choice openings will be filled except with the approval of the ISC or, after May 2011, by the Regional School Committee.
3. The school administration of the local school districts will cooperate with the regional administration in terms of information sharing and in terms of the transfer of control during the Transition Period.
4. During the period July 1, 2010 to May 2011, the ISC, and for the remainder of the Transition Period, the Regional School Committee, will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational education students) who reside in Somerset or Berkley and who are enrolled in the Somerset High School. During the 2010 – 2011 school year, the Somerset School Committee and the Berkley School Committee will each pay an assessment to the ISC of an amount equal to the cost of said transportation for their respective regular education students. The Regional School Committee will have the option of designating the Somerset School Department, the Berkley School Department, or both, as its financial agent(s) for purposes of processing invoices and payments for said transportation.


F. Termination of ISC.

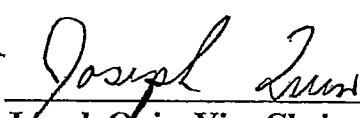
The ISC will exist until the formation of the Regional School Committee, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the ISC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the ISC.

SECTION 17. REVIEW OF AGREEMENT.

At least every five years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement will occur no later than fiscal year 2015. Proposals for amendments to this Agreement will be processed consistent with SECTION 6.

**Final Agreement approved by Regional School District Planning Committee:
June 2, 2010**


Julie M. Ramos Gagliardi, Chairperson


Joseph Quin, Vice-Chairperson

APPENDIX F

Somerset/Berkley Regional School District FY2011 Transition Costs

Treasurer		5,000
Specialist Support	(Transportation, Special education, HR, Business Mgr, HR, Tech, Support)	30,000
Legal		25,000
Technology		25,000
Consultant		50,000
Miscellaneous		15,000
Software		<u>25,000</u>
Total		175,000

APPENDIX G

**Regional Transportation Aid
Chapter 71, Section 16C**

Year	Entitlement	Appropriation *	Average Proration
1978	\$ 14,173,472	\$ 8,396,365	59.24%
1979	\$ 14,987,176	\$ 8,593,647	57.34%
1980	\$ 17,476,573	\$ 10,548,859	60.36%
1981	\$ 18,300,553	\$ 10,226,349	55.88%
1982	\$ 19,727,805	\$ 16,064,352	81.43%
1983	\$ 20,238,992	\$ 14,626,720	72.27%
1984	\$ 21,551,399	\$ 21,551,399	100.00%
1985	\$ 22,250,063	\$ 22,212,489	100.00%
1986	\$ 23,125,921	\$ 23,179,890	100.00%
1987	\$ 24,828,706	\$ 24,953,194	100.00%
1988	\$ 26,247,639	\$ 26,085,381	99.60%
1989	\$ 28,828,055	\$ 28,060,851	96.97%
1990	\$ 30,287,688	\$ 28,062,082	92.50%
1991	\$ 31,346,952	\$ 26,939,606	85.94%
1992	\$ 33,615,421	\$ 26,939,606	80.13%
1993	\$ 33,882,820	\$ 26,939,601	80.47%
1994	\$ 34,509,224	\$ 26,939,605	77.81%
1995	\$ 35,749,944	\$ 26,939,609	75.18%
1996	\$ 39,800,258	\$ 26,939,607	67.69%
1997	\$ 41,919,244	\$ 27,939,584	66.65%
1998	\$ 43,742,030	\$ 28,639,604	65.67%
1999	\$ 43,024,129	\$ 33,991,451	79.01%
2000	\$ 44,781,773	\$ 40,605,180	90.67%
2001	\$ 46,944,096	\$ 46,941,131	99.99%
2002	\$ 51,780,302	\$ 51,118,970	98.72%
2003	\$ 54,310,389	\$ 41,705,180	76.79%
2004	\$ 55,539,582	\$ 26,395,680	47.52%
2005	\$ 55,048,530	\$ 38,000,000	69.03%
2006	\$ 57,633,197	\$ 45,000,000	78.08%
2007	\$ 60,599,383	\$ 55,000,000	90.76%
2008	\$ 64,849,833	\$ 58,300,000	89.90%
2009	\$ 68,104,427	\$ 58,357,600	85.74%
2010			
Average	\$ 35,841,973	\$ 29,881,050	81.43%

30

* Differences between appropriation and actual payment reflect prior year audit adjustments

APPENDIX H

FOR ILLUSTRATION PURPOSES ONLY

Total	Somerset	Berkley
FY2011		

	981	726	255
		0.74	0.26
CHAPTER 70 ALLOCATION MODEL ILLUSTRATION WITH COST PER STUDENT	Foundation Enrollment		
	% of Foundation Enrollment		
	Operating Budget		
	\$13,125,567		
STEP 1: SUBTRACT MLC	Min Local Cont	\$4,950,857	\$1,088,909
Total amount in excess of MLC	Budget minus MLC	\$7,085,801	
STEP 2: ABOVE MINIMUM	Above Minimum	\$5,243,493	\$1,842,308
Apportion % foundation enroll.		\$7,223	\$7,223
STEP 3: TOTAL COST	Above Min + MLC	\$10,194,350	\$2,931,217
Member's Annual Gross Assessment		\$14,043	\$11,492
STEP 4: CHAPTER 70 ALLOCATION			
a.) Foundation Aid	Foundation Budget- MLC	\$1,641,512	\$1,252,746
b.) Excess Foundation Aid	Apportion % Foundation #	\$191,046	\$67,861
c.) Total Chapter 70 Allocation	Foundation Aid + Excess	\$1,832,558	\$1,320,607
STEP 5: ADDITIONAL AID	(Includes Transportation)	\$205,217	\$72,103
Apportion % foundation enrollment			
STEP 6: NET COST	Total Costs less Chapter 70 Allocation and Additional Funding	\$8,156,574	\$1,539,055
Member's Annual Net Assessment of Operating Costs			
Annual Change in Costs*	Not change from prior year	-\$242,588	\$230,088

*estimated

APPENDIX I



www.townofberkeleyma.com

TOWN OF BERKLEY
MASSACHUSETTS

OFFICE OF
TOWN CLERK - TREASURER
CAROLYN AWALT, CMMC CMMT

July 5, 2010

To Whom It May Concern:

As duly qualified Town Clerk of the Town of Berkley, I hereby certify the following action taken at a Special Town Election held in the Town of Berkley on June 26, 2010:

QUESTION 3. Shall the Town of Berkley be allowed to exempt from the provisions of proposition two and one-half, so-called, (Chapter 59, Section 21C(g), to assess an additional \$ 500,000 in real estate and personal property taxes for the purpose of funding a regional high school district stabilization fund for the fiscal year beginning July 1, 2010?

YES 802

NO 404

BLANK 9

A true copy of record:

ATTEST:

Carolyn Awalt

Carolyn Awalt,
Town Clerk-Treasurer



TOWN OF BERKLEY
MASSACHUSETTS

OFFICE OF
TOWN CLERK - TREASURER
CAROLYN AWALT, CMMC CMMT

www.townofberkeleyma.com

July 5, 2010

To Whom It May Concern:

As duly qualified Town Clerk of the Town of Berkley, I hereby certify the following action taken at the Annual Town Meeting held in the Town of Berkley on June 7, 2010:

ARTICLE 25. A motion was made by Mark Pettey, Jr. and seconded: To see if the Town will vote to accept the provisions of the Section 16-16I inclusive of Chapter 71 of the General Laws providing for the establishment of a Regional High School District together with the town of Berkley and Somerset, and the construction, maintenance, and operation of a Regional School by said District with the provisions of a proposed agreement filed with the Selectmen of both towns.

The Moderator stated under MGL, the vote was to be taken by ballot. Using a voter check list, the ballot vote was taken.

After a ballot vote of 375 YES and 64 NO, the Moderator declared the motion passed.

A true copy of record:

ATTEST:

Carolyn Awalt
Town Clerk-Treasurer

District without ratification by the ISC or, after May 2011, by the Regional School Committee. In addition, the local school committees will comply with the following during the Transition Period:

1. Program offerings will remain substantially the same.
2. No school choice openings will be filled except with the approval of the ISC or, after May 2011, by the Regional School Committee.
3. The school administration of the local school districts will cooperate with the regional administration in terms of information sharing and hi terms of the transfer of control during the Transition Period.
4. During the period July 1, 2010 to May 2011, the ISC, and for the remainder of the Transition Period, the Regional School Committee, will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational education students) who reside in Somerset or Berkley and who are enrolled in the Somerset High School. During the 2010 - 2011 school year, the Somerset School Committee and the Berkley School Committee will each pay an assessment to the ISC of an amount equal to the cost of said transportation for their respective regular education students. The Regional School Committee will have the option of designating the Somerset School Department, the Berkley School Department, or both, as its financial agent(s) for purposes of processing invoices and payments for said transportation.

F. Termination of ISC.

The ISC will exist until the formation of the Regional School Committee, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the ISC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the ISC.

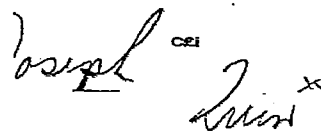
SECTION 17. REVIEW OF AGREEMENT.

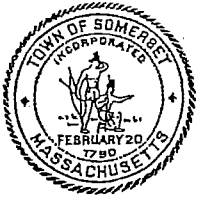
At least every five years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement will occur no later than fiscal year 2015. Proposals for amendments to this Agreement will be processed consistent with SECTION 6.

Final Agreement approved by Regional School District Planning Committee:

June 2, 2010


Jyfilie M. Rarfios G^grfardi, (foatirfifson)





TOWN CLERK

Town of Somerset

Massachusetts

TOWN CLERK

Town of Somerset Special Town Meeting June 14, 2010

The Special Town Meeting of June 14, 2010, was called to order by Town Moderator Lucia Casey at the Somerset High School Auditorium at 9:15 p.m. Motion was called for by Moderator to adjourn the meeting to a time certain to be held at the Venus de Milo. Motion was made and seconded to adjourn. Voted nearly unanimous in the affirmative.

June 21, 2010 Special Town Meeting (Reconvened from June 14, 2010)

The Special Town Meeting of June 14, 2010, was reconvened on June 21, 2010, and call to order by Moderator Lucia Casey at 7:10 p.m. at the Venus de Milo, Swansea, Massachusetts. (Town Meeting By-law, Article 9, STM 3/24/2007)

Article 1: To see if the Town will vote to hear the report of the Somerset Berkley Regional School District Planning Board, or take any other action relative thereto.
Motion made and seconded to accept Article 1 as written. Voted by majority to accept Article 1 as written by standing vote 758 affirmative, 726 in the negative. Motion carries.

Article 2: To see if the Town will vote by printed ballot pursuant to Massachusetts General Laws chapter 71, section 15, to accept the provisions of sections sixteen to sixteen I, inclusive, of chapter seventy-one of the General Laws providing for the establishment of a regional high school district, together with the Town of Berkley, and for construction, maintenance and operation of a regional school by said district in accordance with the provisions of the proposed agreement filed with the selectmen, or take any action relative thereto.
Motion made and seconded to accept Article 2 as written. Discussion.

Motion made and seconded to move the question. Voted in the affirmative by majority to move the question as declared by the Moderator by standing vote.

Vote taken by ballot. Motion carries by majority in the affirmative to accept Article 2 as written.

Total votes: 1650
Yes: 996 No: 646 Blanks: 8

Motion made and seconded to dissolve the Special Town Meeting of June 21, 2010, at 11:00 p.m. Voted unanimous in the affirmative.

Attendance: 1,691

A true copy attest:

Patricia A. Hart, Town Clerk

The Commonwealth of Massachusetts
Town of Berkley — Special Town Election
Saturday, June 26, 2010



SPECIMEN BALLOT

TO VOTE, COMPLETE THE ARROW(S) ←

POINTING TO YOUR CHOICE(S), LIKE THIS: ←

QUESTION 1

Shall the Town of Berkley be allowed to exempt from the provisions of proposition two and one-half, so-called, Chapter 59, Section 21C(g), to assess an additional \$275,000 in real estate and personal property taxes for the purpose of reducing the 2011 budget deficit to 0 and municipal Governmental departmental operating purposes for the fiscal year beginning July 1, 2010?

YES ←

NO ←

QUESTION 2

Shall the Town of Berkley be allowed to exempt from the provisions of proposition two and one-half, so-called, Chapter 59, Section 21C(g), to assess an additional \$500,000 in real estate and personal property taxes for the purpose of funding the operating budget of the Berkley school department (pre-kindergarten through grade 8) for the fiscal year beginning July 1, 2010?

YES ←

NO ←

QUESTION 3

Shall the Town of Berkley be allowed to exempt from the provisions of proposition two and one-half, so-called, Chapter 59, Section 21C(g), to assess an additional \$500,000 in real estate and personal property taxes for the purpose of funding a regional high school district stabilization fund for the fiscal year beginning July 1, 2010?

YES ←

NO ←

A True Copy Attest:

Carolyn Awall
Carolyn Awall, Town Clerk

