



Massachusetts Department of Elementary and Secondary Education

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Jeffrey C. Riley
Commissioner

January 25, 2019

Mr. Jeffrey Zanghi, Superintendent
Berlin-Boylston Regional School District
215 Main Street
Boylston, MA 01505

Dear Superintendent Zanghi,

The Department of Elementary and Secondary Education has received official notice that the member towns of the Berlin-Boylston Regional School District have approved an amendment to the Regional School District Agreement. The amendment corrects the transportation apportionment calculation.

We have found this amendment to be in compliance with applicable laws and regulations. I, therefore, approve this most recent amendment to the Berlin-Boylston Regional School District Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Riley", written over a horizontal line.

Jeffrey C. Riley
Commissioner of Elementary and Secondary Education

- C: Mr. Clifton LaPorte, Chair, Berlin-Boylston Regional School Committee
Ms. Christine Keefe, Chair, Berlin Board of Selectmen
Mr. James Wood, Chair, Boylston Board of Selectmen

AGREEMENT BETWEEN THE TOWNS OF BOYLSTON AND BERLIN,
MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL
SCHOOL DISTRICT
EFFECTIVE JULY 1, 2019

This agreement is entered into pursuant to Chapter 71 of the Massachusetts General Laws (M.G.L.) as amended, between the towns of Boylston and Berlin, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereinafter sometimes referred to as the Committee. The Committee shall consist of six members, three from each member town. All members shall serve until their successors are appointed and qualified.

(B) Transition Period

A transition period will be in place during January 1, 2019 through June 30, 2019.

1. Appointment and Organization of the Transition Committee: Effective January 1, 2019, a six (6) member Regional Transition School Committee, (herein Transition Committee) will be established, and shall consist of the individuals on the current 6-12 regional school committee as of December 31, 2018. Said Transition Committee will be in place through the biennial election held in November of 2020.

- a. The Superintendent will post and call to order the first meeting of the Transition Committee at which time the Transition Committee will elect a Chair and Vice-Chair. 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 Transition Committee. The Transition Committee shall fix the time, place for its regular meetings, and provide for the calling of special meetings.
- b. Each member of the Transition Committee will have one (1) vote, which shall not be weighted.
- c. Any vacancies and/or expired terms that occur during the Transition Period will be filled by the remaining Transition Committee members.

2. Powers of the Transition Committee: During the Transition Period the Transition 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 pre-K-12 District to be effective July 1, 2019, including but not limited to the following:

- a. 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.
- b. The power to establish and adopt policies for the District.
- c. The power to employ a Superintendent, Treasurer, Business Manager and Director of Pupil Personnel Services, as well as the power to authorize the Superintendent to employ other personnel as needed.
- d. 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, collaboratives, vendors, and other agencies and parties, with all of these powers being able to be exercised on behalf of the District.
- e. The power to adopt budgets for the District for the Transition Period and for the first year of the District, and to assess the member towns for these budgets.
- f. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the District.
- g. The power to appoint a Regional School Building Committee.
- h. The power to develop and adopt a strategic plan for the District.
- i. The power to appoint subcommittees.
- j. The responsibility for transportation for the regular education students K through 12 commencing January 1, 2019.
- k. The power to determine a name and logo for the District.
- l. All the powers and duties conferred by law upon school committees in accordance with M.G.L. c. 71, § 16.

3. Coordination with Local School Committees: With the exception of transportation, the Transition Committee's authority as described above relates to matters which are to be effective July 1, 2019. The current 6-12 District Committee, Berlin Committee, and Boylston Committee will continue to make decisions for their respective schools in regard to matters that are effective prior to June 30, 2019.

4. Continuation of Transition Committee: Effective July 1, 2019 and until the next biennial state elections, the Transition Committee will exclusively make all decisions related to the District. The Transition Committee members will serve until the next biennial state election, and will assume full jurisdiction over the pre-K-12 District effective July 1, 2019.

(C) Election of Committee Members

At the first biennial election after July 1, 2019, all seats on the Transition Committee shall be considered vacant. Two (2) of the Boylston vacancies will be for a four (4) year term, and one (1) of the vacancies will be for a two (2) year term. One (1) of the Berlin vacancies will be for a four (4) year term, and two (2) of the vacancies will be for a two (2) year term. Thereafter, all positions will be for a four (4) year term. The members shall be sworn in the next business day after the biennial state election.

Thereafter, at the biennial state elections as the term of office of the Committee members expire, there shall be elected the required number of Committee members who are residents of the appropriate member town to serve for a term of four (4) years and thereafter until their respective successors have been duly elected and qualified pursuant to M.G.L. c. 71, § 14E(3), which provides for electing members with residency requirements in district-wide elections. Each elected member shall have one (1) vote, which shall not be weighted.

(D) Vacancies

If a vacancy occurs in the regional district school committee, the regional district school committee shall appoint a member to serve for the balance of the unexpired term.

(E) Organization

Promptly upon the appointment and qualification of the initial members and annually thereafter upon the appointment and qualification of successors, 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, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairman who shall be elected annually as provided above), and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

(F) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Sections 16 to 16-I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(G) Quorum

The quorum for the transaction of business shall be a majority of the Committee, but a number less than a majority may adjourn.

SECTION II: TYPE OF REGIONAL DISTRICT

Effective July 1, 2019, the regional school district, hereinafter sometimes referred to as District, shall be comprised of an elementary program, grades pre-Kindergarten through grade five; middle school program, grades six through eight; and a high school program, grades nine through twelve. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon.

SECTION III: LOCATION OF THE REGIONAL DISTRICT SCHOOLS

There shall be no less than one elementary school in each member town. Students in grades pre-Kindergarten through grade five shall attend school in their towns of residence, except in special cases as defined by the Committee.

The District middle and high school shall be located within the geographic limits of the District and within a radius of three miles from the intersection of Linden Street and the Boylston-Berlin boundary line.

Any new schools constructed within the District shall be located at a site or sites determined by the Committee. In order to close any school within the District, the process contained in Section X – Amendments must be followed. In the event that a new school building is being constructed to replace one of the current buildings, an amendment to the Regional Agreement is not required.

SECTION IV: LEASE OF SCHOOLS IN MEMBER TOWNS

(A) The Town of Berlin is hereby authorized to lease to the District all the premises and the building presently known as the Berlin Memorial School. The Town of Boylston is hereby authorized to lease to the District all the premises and the building presently known as the Boylston Elementary School. Each of the leases authorized above shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in the elementary schools. Each of the leases shall contain a provision or provisions for the extension of the term thereof for an additional term not in excess of twenty years, renewable at any time during the term, at the option of the Committee. Each of the towns of Berlin and Boylston shall separately charge the District rent in the amount of \$1.00 for each fiscal year commencing with the fiscal year next following the year in which the Committee assumes jurisdiction of the pupils in pre-kindergarten through grade five.

- (B) Each of the leases shall contain provisions for shared use of the building with the Town for Town events and/or Town sanctioned events with priority being given to school events; and provisions authorizing the District to insure the building, and make emergency repairs, and ordinary repairs, as required. Plans to improve, alter or remodel the leased buildings will be subject to negotiations between the Committee and the building owner-of-record Town. The District will only be responsible for ordinary repairs up to \$5,000 for each separate repair. The Town that owns the building will be responsible for any additional amount beyond \$5,000, and will be assessed said amount through the process contained in Section V – Apportionment and Payment of Costs Incurred by the District.
- (C) Each of the leases shall contain provisions for the local town to provide mowing, landscaping and snow removal services to the outdoor property of the leased buildings, with insurance for those services covered by the local town.
- (D) Outstanding bond issue for the Berlin Memorial School is the responsibility of the Town of Berlin. Outstanding bond issue for the Boylston Elementary School is the responsibility of the Town of Boylston.

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

- (A) For the purpose of apportioning assessments, costs shall be divided into two categories: capital costs and operating costs.
- (B) Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, restructuring, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the costs of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.
- (C) Operating costs shall include all costs not included in capital costs as defined in Section V(B) but including interest on temporary notes issued by the District in anticipation of revenue. School transportation shall be provided to and from the District schools by the District for all resident eligible students as provided by law, and the cost thereof shall be apportioned to the member towns as an operating cost.

(D) Apportionment of Capital Costs

1. Grades 6-12

Capital costs shall be apportioned for a particular school fiscal year based on each member town's Running Average Percentage for that fiscal year. For the purpose of this section, the following terms shall be defined as set forth herein:

A member town's "Tahanto Enrollment Percentage" for a particular fiscal year is the number of that town's resident students enrolled in the regional school district, divided by the total number of resident students of member towns enrolled in the regional school district, each determined as of October 1 of the prior fiscal year.

A member town's "Foundation Enrollment Percentage" for a particular fiscal year is that town's Foundation Enrollment (as defined in MGL c. 70, s. 2, as it may be amended from time to time) as determined by the Massachusetts Department of Elementary and Secondary Education for the prior fiscal year, divided by the total Foundation Enrollment of all member towns for the prior fiscal year.

A member town's "Annual Average Percentage" for a particular fiscal year is the sum of its Tahanto Enrollment Percentage plus its Foundation Enrollment Percentage for that fiscal year, divided by two.

A member town's "Running Average Percentage" for a particular fiscal year is the sum of its Annual Average Percentage for that fiscal year plus its Annual Average Percentage for each of the three preceding fiscal years, divided by four.

2. Grades Pre-K-5

Capital costs related to District schools serving grades pre-K-5 shall be apportioned to the member town where the building is located.

(E) Apportionment of Operating Costs

The District shall apportion operating costs via the following process:

1. Each member will be assigned the minimum required local contribution to the District as determined by the Department of Elementary and Secondary Education.
2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Berlin Memorial School building budget, a Boylston Elementary School building budget and a Berlin-Boylston Middle-High School building budget. Each building's budget will be considered net of Chapter 70 Aid, Regional Transportation Aid, Grants and other District funds.

- b. The District's Foundation Enrollment as reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town and age group (PreK-5 and 6-12).
- c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:
 - i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the town's PreK-5 Foundation Enrollment divided by the town's total Foundation Enrollment.
 - ii. Berlin-Boylston Middle-High School's portion of the member towns' minimum required local contribution will be determined by calculating the sum of: each member town's minimum required local contribution multiplied by the town's 6-12 Foundation Enrollment divided by the town's total Foundation Enrollment.
- d. The above minimum required local contribution for each building will be apportioned as follows:
 - i. Each member town will be apportioned 100% of its local elementary school building's above minimum required local contribution.
 - ii. Each member town will be apportioned a percentage of Berlin-Boylston Middle-High School's above minimum required local contribution as determined by each town's average ratio of pupil enrollment (foundation enrollment) in grades six through twelve for the preceding five years. Each town's ratio of pupil enrollment (foundation enrollment) shall mean the ratio that each member town's pupil enrollment (foundation enrollment) in grades six through twelve bears to the total pupil enrollment (foundation enrollment) in grades six through twelve of all the member towns in grades six through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding five years.
 - iii. The average ratio of pupil enrollment above will be phased in over the first four years of the agreement, as follows:
 - 1. In FY20, the average of the annual ratios for each member town over the preceding two years will be used.
 - 2. In FY21, the average of the annual ratios for each member town over the preceding three years will be used.

- 3. In FY22, the average of the annual ratios for each member town over the preceding four years will be used.
- 4. In FY23 and in future years, the average of the annual ratios for each member town over the preceding five years will be used.
- e. Each member’s minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.
- f. In the event of a district-wide meeting, the operating assessment will be calculated in accordance with the statutory method. Each member town will be required to meet its minimum local contribution. Any above minimum contribution required to meet the budget approved by the school committee will be apportioned to each member town consistent with the percentage of the above minimum contribution from each town in the most recent fiscal year. In the event that a district-wide vote occurs in preparation for the first fiscal year of this amended regional agreement, Boylston will be allocated 48.18% and Berlin 51.82% of the above minimum contribution.
- 3. Apportionment of Funds/Revenue:
 - a. Chapter 70 Aid and Regional Transportation Aid will each be applied to each school’s budget according to the formula contained in Appendix I.
 - b. All grant and all other District funds shall be apportioned to school budgets by the District at the District’s discretion.

F. Times of Payment of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in Section VI, of the capital and operating costs. Except as otherwise provided in Section VI, the annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

July 1	16 2/3%
September 1	33 1/3%
November 1	50%
January 1	66 2/3%
March 1	83 1/3%
May 1	100%

The fiscal year or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word “year” or “fiscal year” as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District.

SECTION VI: BUDGET**(A) Tentative Maintenance and Operating Budget**

The principal of each school building shall submit to the Superintendent and the Committee a proposed budget for such school. Each such school building budget shall be prepared with the participation of a school council established as required by M.G.L. c. 71 § 59C. The principal shall certify to the Superintendent that such school council is established as required by M.G.L. c. 71, § 59C, that the council has participated in the preparation of the school building budget and that the budget is necessary and appropriate to implement the school improvement plan prepared pursuant to M.G.L. c. 71, s. 59C and the curriculum accommodation plan required by M.G.L. c.71, § 38Q1/2 and any other applicable requirements. The Committee shall consider the submitted proposed school building budgets in its preparation of a draft District budget and shall not act upon a draft District budget until it has considered input from the school councils, school principals, the Superintendent and the public at a public meeting or regularly scheduled Committee meeting.

The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses or such other reasonable detailed classifications as the Committee may determine to be necessary.

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Service and Debt Retirement
9. Programs with Other Districts

Copies of such tentative budget shall be mailed to the chairperson of the finance committee of each member town, within seven days from the time said tentative budget has been prepared and tentatively approved by the Committee.

(B) Final Maintenance and Operating Budget

Not later than forty-five (45) days prior to the first annual town meeting among the member towns, the Committee shall in each year adopt a maintenance and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section VIII. The amounts also apportioned for each member town shall, prior to thirty (30) days after the adoption of said budget preceding the fiscal year to which said budget relates, be certified by the District

treasurer to the treasurers of the member towns and each member town shall appropriate the amounts so certified to it by a two-thirds vote of the member towns.

- (C) In the event that any member town has its town meeting after May 15 of any year, then the Committee shall consider A and B in Section VI as if said meeting was to be held on May 14.

SECTION VII: INCURRING OF DEBT

Pursuant to M.G.L. c. 71, § 16(d), not later than seven (7) days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, shall be given to the board of selectmen in each member town.

SECTION VIII: TRANSPORTATION

School transportation shall be provided by the District and the cost thereof shall be apportioned to the member towns as an operating cost.

SECTION IX: RETIREE COSTS

For those employees who retired from the Town of Boylston or the Town of Berlin prior to the effective date of this agreement, the employer's share of the applicable retiree health insurance premiums and pension will be paid for by the employer of record as of the date of retirement (i.e., the Town of Boylston or the Town of Berlin). If an employee worked for the Boylston Elementary School or Berlin Memorial School prior to the formation of the Pre-K - 12 region and subsequently retires from the Pre-K - 12 region at a later date, the employer's share of the applicable retiree health insurance premiums and pension will be paid for by the District.

SECTION X: AMENDMENTS

- (A) Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XII), may be initiated by a majority vote of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and approval of the Commissioner of Elementary and Secondary Education, hereinafter sometimes referred to as Commissioner.

SECTION XI: ADMISSION

By an amendment of this agreement adopted under and in accordance with Section X above, any other town or towns 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 such terms as may be set forth in such amendment. A new member town may only be admitted at the beginning of a fiscal year and only upon the approval of all member towns and the Commissioner, no later than the preceding December 31.

SECTION XII: WITHDRAWAL

(A) Limitations

The withdrawal of a member town from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect; (2) that said town shall remain liable to the

District for its share of the Other Postemployment Benefits (OPEB) and/or pension liabilities; and (3) 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 which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

(B) Procedure

The clerk of the member town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote).

Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal, as it deems advisable, subject to the limitation contained in subsection XII(A). The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and subject to the Commissioner's approval. Any withdrawal may only take place at the end of a fiscal year and only upon the approval of all of the member towns and the Commissioner no later than the preceding December 31.

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of all members serving on the District Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

(D) Apportionment of Capital Costs after Withdrawal

The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in Section V(D).

(E) Payments of Certain Capital Costs Made by Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

SECTION XIII: STUDENTS

(A) Students Entitled to Attend the Regional School District

The District schools shall accept all children who reside in the District. Children in grades kindergarten through five shall have the right to attend schools in their town of residence. Should parents/guardians of children in grades kindergarten through five wish to send their children to schools not in their town of residence (but within the District), intra-district choice may be made available contingent upon consistent with District policy. Intra-district choice requests shall be considered prior to allowing inter-district choice requests. The District policy will address the location of special education programs. Damage to the school building which would make a facility unusable for intended purposes would be the circumstance under which the Committee would make an exception. Additional exceptions may be made for specialized educational programs on the recommendation of the Superintendent and by majority vote of the Committee.

Any student residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law and the cost of tuition for attending such a school shall be borne by the town wherein the student resides.

(B) Permission to Certain Students to Attend High Schools Outside the District

At the discretion of the local school committee, any member town in which reside students who attend high school outside the District on a tuition basis at the time District school is opened may continue on a tuition basis such of those students who in ordinary course would be graduated within one year from the time the District school is opened.

(C) Admission of Pupils Residing Outside the District

The Committee may accept for enrollment in the District schools pupils from towns other than the member towns on a tuition basis and on such terms as it may determine.

SECTION XIV: EMPLOYMENT OF TEACHERS AND EXTENSION OF PROFESSIONAL TEACHER STATUS

All teachers in positions to be superseded by the establishment and operation of the Pre – K12 District shall be given preferred consideration for similar positions in the District Schools to the extent that such positions exist therein. Any such teacher who on the date of his/her contract of employment with the District has achieved Professional Teacher Status shall continue thereafter to serve on such basis.

SECTION XV: JURISDICTION

The establishment of the District shall not affect the obligation of the member towns to provide education in grades pre-Kindergarten through five, inclusive, until such time as the Committee shall assume jurisdiction.

SECTION XVI: ADVISORY BUILDING COMMITTEE

The Committee shall appoint an unpaid advisory building committee to consist of at least six persons, with equal representation from each member town to advise the Committee in matters pertaining to the planning and construction of the initial school building. Such advisory building committee shall be dissolved when the initial school building has been completed and accepted by the Committee.



Commissioner of Elementary and Secondary Education



Date

APPENDIX I – APPORTIONMENT OF CHAPTER 70 AND REGIONAL TRANSPORTATION AID

Inputs to the formula:

- Total Chapter 70 Aid provided to the District (70AID)
- Regional Transportation Aid (71AID)
- Boylston Elementary School Foundation Enrollment (BOFE)
- Berlin Memorial School Foundation Enrollment (BMFE)
- Berlin-Boylston Middle-High School Foundation Enrollment (BBFE)
- Boylston Elementary Resident Enrollment (# of Boylston Resident students attending Boylston Elementary, in district) (BORE)
- Berlin Memorial Resident Enrollment (# of Berlin Resident students attending Berlin Elementary, in district) (BMRE)
- Berlin-Boylston Middle-High School Resident Enrollment (# of Berlin Resident students attending Berlin-Boylston Middle-High School in-district PLUS # of Boylston Resident students attending Berlin-Boylston Middle-High School in district) (BBRE)

Regional Transportation Aid

Regional Transportation Aid shall be allocated its share of aid, based on its relative share of in-district students, according the following formula:

Boylston Elementary: $71AID = BORE / (BORE + BMRE + BBRE)$

Berlin Elementary: $71AID = BMRE / (BORE + BMRE + BBRE)$

Berlin-Boylston Middle-High School: $71AID = BBRE / (BORE + BMRE + BBRE)$

Chapter 70 Aid

Chapter 70 Aid will be apportioned so that changes in Chapter 70 aid are closely correlated with changes in minimum local contributions.

Step 1 – Chapter 70 Aid for each school will be adjusted from the prior year Chapter 70 Aid for each school so that it changes by the same percentage as the percentage change in minimum local contribution for that school.

Step 2 – Any remaining difference between the Chapter 70 funding total from Step 1 and the Chapter 70 amount allotted by DESE will be apportioned by that building's relative foundation enrollment as a percentage of total foundation enrollment for the district.

Note: The first calculation in FY20 will use the Chapter 70 funding amounts from FY19 as the baseline; those FY19 amounts will be apportioned by DESE by school. In future years, with a modified Regionalization that includes the elementary schools, DESE will not break out the Town Chapter 70 funding; the amounts will need to be determined by Step 1 and Step 2.

For the purpose of the formula, foundation enrollment shall mean the enrollment reported to the state for the purpose of determining Chapter 70 for the given fiscal year, further broken down by school for the purpose of this formula via the following: if a person is the financial responsibility of the District and they are (or could/should be in the case of sending choice, tuition or out-of-district placement) a student of the relevant building, they are a part of the foundation enrollment for the building.