

Curriculum, Community & Cost

Panelists: Jane Burke, Kevin Fish and Rene Wood

October 4, 2023

Mahaiwe Performing Arts Center

Wednesday, October 4 at 7:00 pm

SCHOOL CHOICE

After considerable research and careful consideration, we “choiced” our three kids into NMC from Farmington River Regional School District.

We were drawn to the small class sizes; the integrative approach and project-based learning; the exceptionally talented and caring teachers, administration and staff throughout the SBRSD; and the wonderful and welcoming school community.

Not to mention the incredible programs offered at all levels throughout the district!



Performing Arts

The performing arts department collaborates across elementary, middle and high school.

Students as young as third grade can participate in programs such as theater.



Drone Zone and Robotics

The Drone Zone provides students with the opportunity to take an Aerospace Engineering course where they not only learn to fly drones, but also compete in the American Rocketry Challenge, and learn how to use a flight simulator.

For nearly two decades, Mount Everett students have been designing and building automated autonomous systems through the Robotics program, with an accomplished track record in competitions.



Early College

In partnership with Bard College at Simon's Rock, SBRSD has been awarded Early College designation from the Department of Elementary and Secondary Education as the first public wall-to-wall Early College in the state.



Early College Program
at Mount Everett Regional High School

All high school students are automatically enrolled and could graduate with up to 30 transferable credit hours.

INNOVATION CAREER PATHWAYS

This year, Mount Everett became an Innovation Career Pathways high school.

In partnership with Cisco, the program exposes participating students to STEM applications and careers through a combination of technical coursework and work-based learning experiences



Transcend Partnership



SBRSD district is one of ten Districts in the *nation* selected to participate in the prestigious Transcend Rural Schools Design 2.0 Cohort.

This remarkable opportunity will help to propel SBRSD into a new era of educational excellence – allowing us to transform and re-imagine the learning experience for our students.

Educational Visioning

As a parent, providing my kids with the best education is first and foremost. I was excited to learn that a potential merger/collaboration was being considered and eagerly wanted to learn more and be involved. I thought "Wow, think of all the possibilities!"

I signed up to attend the first "Educational Visioning" session hosted by the RSDPB, which I thought would be a critical component of any potential merger or collaboration.

After attending this session, and several subsequent ones, I quickly realized this was not the case and there would be no real educational visioning until the regional agreement was adopted and in place.



The Warrant

One Warrant Article

Accept MGL C.71, s. 16-16I, (governs Regional School Districts); Southern Berkshire Hills Regional School District name; & formed & governed according to “8 Town Regional Agreement”

Formation of SBHRSD requires majority voter approval in all 8 Towns

Full operation of SBHRSD & dissolution of BHRSD & SBRSD subject to:

- 1) Voter approval...of debt...required to construct a new high school (***This vote doesn't require approval of each of the 8 Member Towns; just majority vote of the Member Towns***)
- 2) Enactment of Special Legislation (House & Senate) to:
 - Permit transfer of (***all***) buildings & (***all***) assets of BHRSD & SBRSD to new District on operational date, *and*
 - Dissolution of BHRSD & SBRSD on operational date with no further action taken by any public body

WARRANT ARTICLE CAN NOT BE AMENDED
YES or NO VOTE ONLY



Regional Agreement

8 TOWN REGIONAL AGREEMENT

A legal document establishing how a Regional School District is governed. The 8 Town Regional Agreement will govern SBHRSD.

Does not specify operational details.

Covers all District matters, including:

- Transportation
- School Committee: composition, powers, voting, elections, filling vacancies, etc.
- How District expenditures are budgeted & how assessed to member towns – operating, capital, transportation expenses
- Incurring debt & how assessed to member towns
- School facilities: building, land, & assets, & how used
- All Educational programming at each grade level
- Students: choice, intra - and inter- district, & mandatory school attendance, with caveats
- How all existing liabilities are assessed: debt; financial obligations, like OPEB (other Post-Employment Employee Benefits); any legal suits, etc.
- How the 2 districts will become 1
- And more

Decision making during the Transition Period

- **What is the Transition Period?**
 - The period from appointment of Transition Committee to Midnight of day preceding Operational Date
 - Operational Date: (6/30/25, or 6/30/26 with special legislation)
- **During the Transition Period:**
 - BHRSD & SBRSD school committees will operate & oversee their respective schools
 - But neither will establish their FY25 budget – done by Transition Committee
 - Neither may make any decisions likely to have a material impact on the new District without approval of the Transition Committee, including building projects
 - No school choice openings filled without approval of Transition Committee
 - Program offerings will remain substantially the same
 - The Transition Committee begins to implement the components of the 8 Town Regional Agreement
 - Transition Committee: Appointed Transition Committee → Elected Transition Committee (11/24?) → Elected School Committee

The Power of the Transition Committee

- Receive funds for the District
- Establish/adopt policies
- Hire & employ top employees – Superintendent, Financial Mgr., etc.
- Authorize Superintendent to employ personnel – staff, teachers, etc.
- Contract for purchases
- Enter into leases & agreements with Member Towns, vendors, etc.
- Set & adopt budgets during Transition & 1st year
- Negotiate & enter into collective bargaining agreements
- Appoint a District School Building Committee
- Develop & adopt a strategic plan for the District
- Appoint subcommittees
- Take ... other actions as necessary to prepare for an orderly transition – including hiring consultants

Specifics of 8 Town Regional Agreement

- Sec I.B: *“Committee is...authorized in its discretion to [not “shall”] establish & maintain state-aided vocational education...”*
- Sec III.B: *“District students shall attend the school in closest proximity to their residence as appropriate to the grade level or program needed....”* with ability to stay in current school

Why?! And will this gut SBRSD campus?

- Sec II.G: Voting: Majority = 6 for Quorum; 2/3 = 7 to pass/amend budget; incur debt; vote to amend agreement; vote to close any school
- Sec IV: Schools:
 - Land, buildings, assets of both Districts now be owned by the new District.
Why cede SBRSD campus of 85 acres, all buildings in good-excellent shape, when not to be used?
 - Lease of TOB: up to 20 yrs., plus up to 20 more. **District can end lease, Town can't. Towns required to pay capital improvements.**
 - Not equal sharing of debt financed improvement; more in Sec IV.D

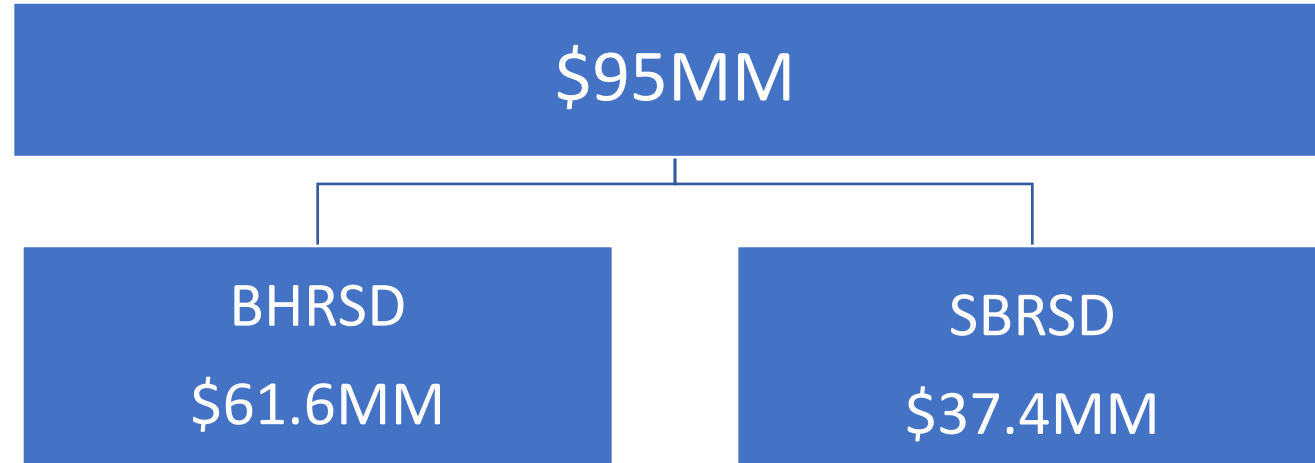
Specifics of 8 Town Regional Agreement

- Sec VI: Apportionment of Costs:
 - Sec VI.B: Debt – SBRSD Legacy Debt; New high school debt; TOB debt. **Why are OPEB not legacy debts?**
- Sec IX.B: Amendments to Regional Agreement: **requires acceptance by 3/4 (6) towns; usually 2/3**
- Sec X: Admission of New Member Towns: **No representation or cost/debt assumption specifics**
- Sec XI: Withdrawal of Member Towns – **extremely costly to leave & vote required of 2/3 of Committee & 3/4 of Member Towns; usually 2/3.**
- Sec XV.C-D:
 - Debt Approval Contingency: must be approved for District to exist **by majority vote of the Member Towns**
 - Special Legislation: authorize transfer of BHRSD & SBRSD buildings, assets, & liabilities; dissolution



ANOTHER SIGNIFICANT
COST TO CONSIDER

OTHER POST-EMPLOYMENT BENEFITS (OPEB)*



- Currently, there is roughly \$95MM in benefits and pension obligations due for retired staff in the two districts.
- This liability is considered an operating expense rather than legacy debt in the regional agreement, which it should have been, and will be apportioned across the 8 towns – negatively burdening SBRSD towns.

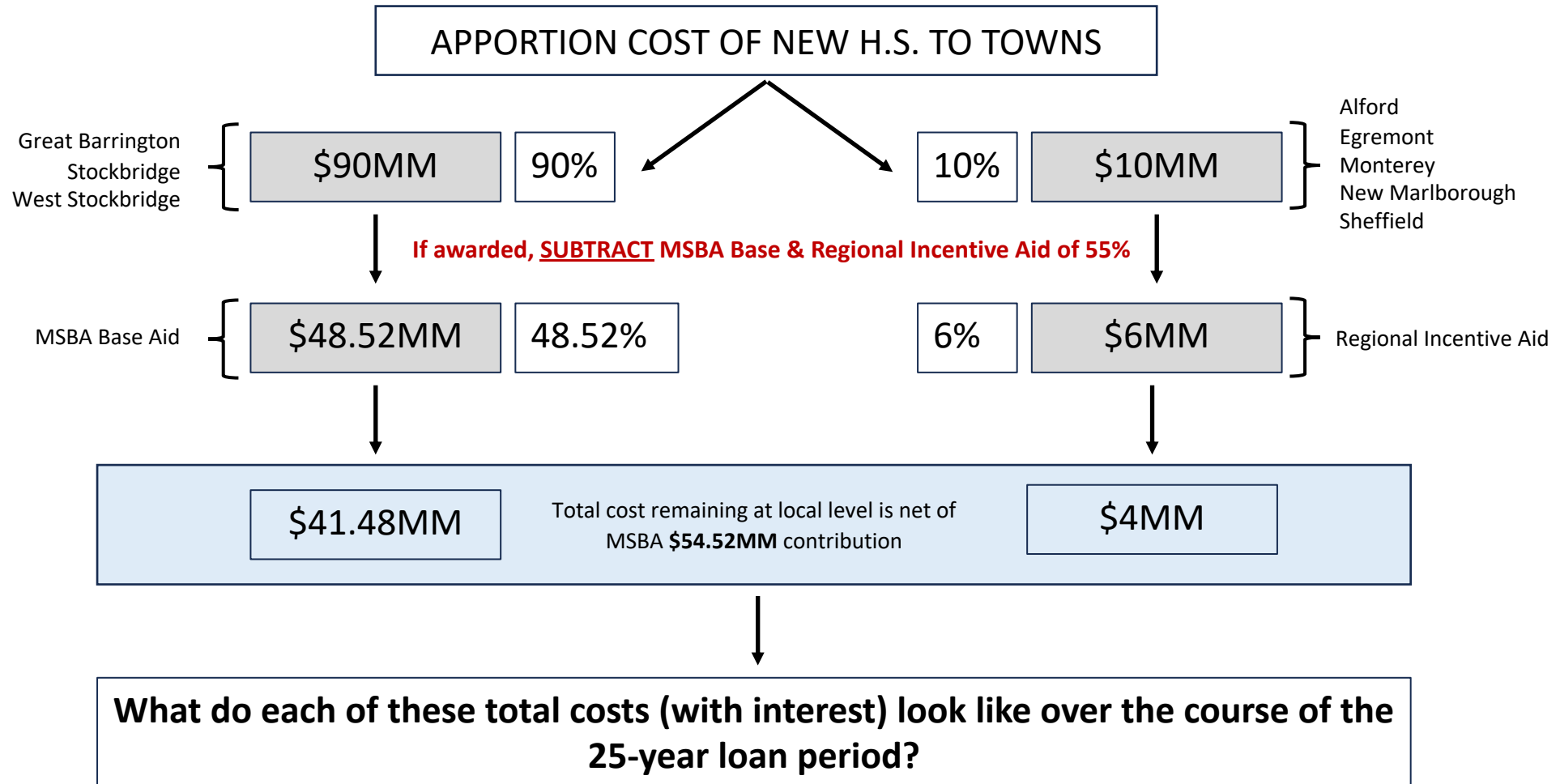
**Retiree medical, dental, vision, hearing, life insurance, disability, long-term care, etc.*



APPENDIX A

CAPITAL COST APPROPRIATION MODEL

ASSUMING \$100MM NEW HIGH SCHOOL



Annual Debt Service of \$45,520,000 Loan for a \$100MM High School*

Fiscal Year Totals Using the Capital Cost Apportionment Methodology from the Regional Agreement			
Years	Split	BHRSD Towns	SBRSD Towns
FY26—FY33	90/10	\$19,148,955	\$2,127,662
FY34	89/11	\$2,367,024	\$292,553
FY35	88/12	\$2,340,428	\$319,149
FY36	87/13	\$2,313,832	\$345,745
FY37	86/14	\$2,287,236	\$372,341
FY38-FY50	85/15	\$29,388,326	\$5,186,175
	TOTALS	\$57,845,800	\$8,643,625

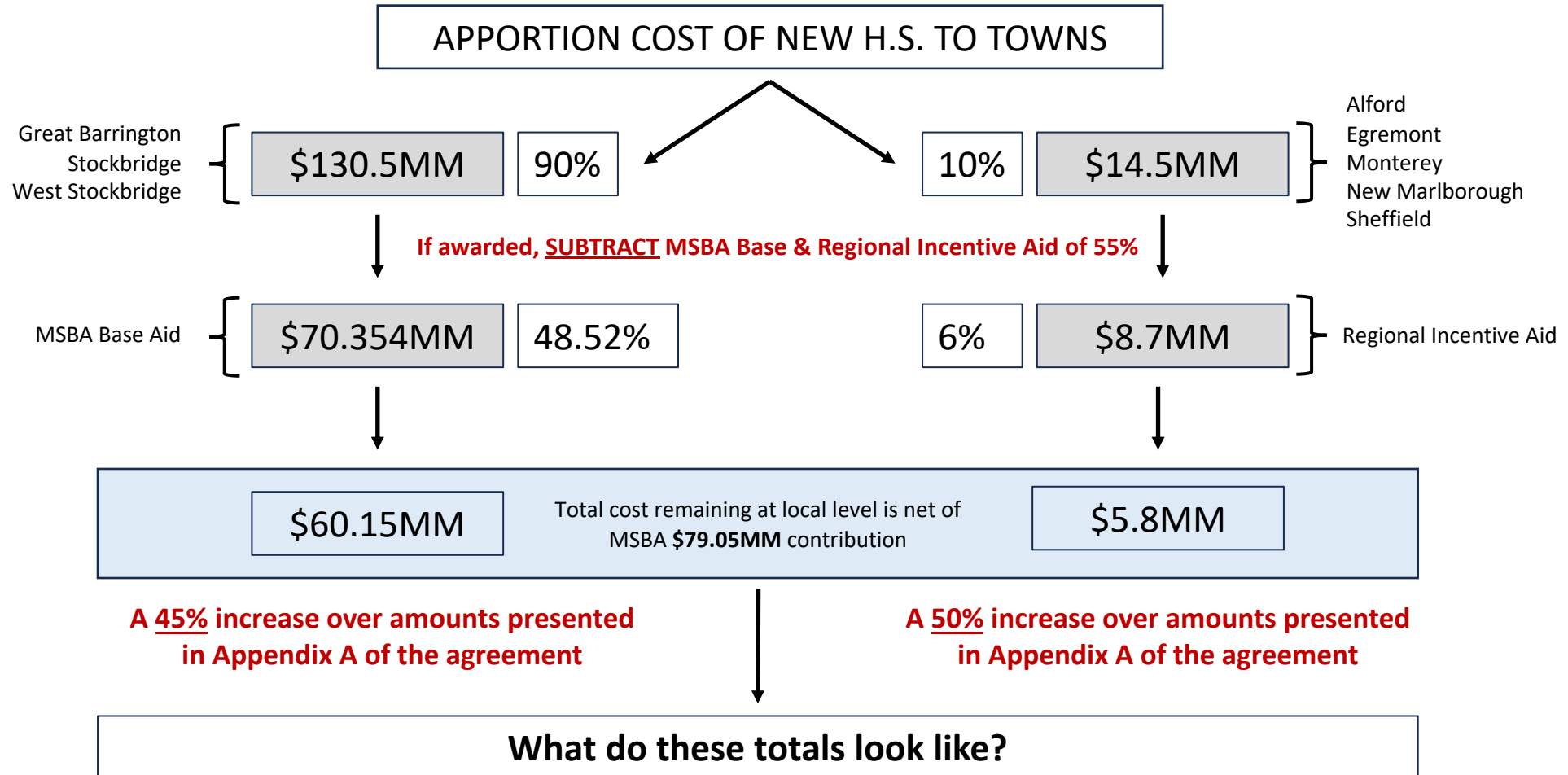
Totals Based on True 90/10 Split			
Years	Split	BHRSD Towns	SBRSD Towns
FY26—FY50	90/10	\$19,148,955	\$2,127,662
	TOTALS	\$59,840,483	\$6,648,943

SBRSD Towns pay nearly \$2MM more using the capital cost apportionment methodology used in the Regional Agreement.

**Amortization schedule calculated on Calculator.net*

CAPITAL COST APPROPRIATION MODEL

ASSUMING \$145MM NEW HIGH SCHOOL



Annual Debt Service of \$65,950,000 Loan for a \$145MM High School*

Fiscal Year Totals Using the Capital Cost Apportionment Methodology from Appendix A			
Years	Split	BHRSD Towns	SBRSD Towns
FY26—FY33	90/10	\$27,767,668	\$3,085,296
FY34	89/11	\$3,432,392	\$424,228
FY35	88/12	\$3,393,826	\$462,794
FY36	87/13	\$3,355,260	\$501,361
FY37	86/14	\$3,316,694	\$539,927
FY38-FY50	85/15	\$42,615,678	\$7,520,410
	TOTALS	\$83,881,498	\$12,534,017

Totals Based on True 90/10 Split			
Years	Split	BHRSD Towns	SBRSD Towns
FY26—FY50	90/10	\$3,470,959	\$385,662
	TOTALS	\$86,773,964	\$9,641,551

SBRSD Towns pay nearly \$3MM more using the capital cost apportionment methodology used in the Regional Agreement.

**Amortization schedule calculated on Calculator.net*



APPENDIX B

APPENDIX B

- How many here and watching really understand the illustrations in Appendix B and how your taxes will be impacted?
- How will the \$95MM in OPEB debt will be apportioned?
- An illustration using actual numbers from the past 5 years for each town with the new cost estimates and any assumptions made clearly stated would be much more *illustrative*.
- I suspect it would have shown whether the operating, transportation and non-debt capital costs would really be less with a combined district?
- The 2% Capped Percentage Increase is a clever way to distribute budget overages among the 8 towns. What happens if the same town is repeatedly over budget? Is it fair to the other towns? Shouldn't this have been considered and detailed in the regional agreement?

WHY YOU SHOULD VOTE NO ON THE REGIONAL AGREEMENT

- The Innovation Pathways designation, Early College designation and the Transcend Partnership at SBRSD are not transferrable to the new district and will end.
- No real educational visioning was included in the process.
- For SBRSD towns, the \$4MM portion highlighted in Appendix A = \$8.6MM for a \$100MM high school and \$12.5MM for one that will most likely cost closer to \$145MM.
- The \$95MM OPEB liability is not addressed in the regional agreement and will negatively burden SBRSD towns.
- The power of the Transition Committee – details too vague.
- NMC and South Egremont elementary schools are not safe from being closed.
- Regional Agreement – know what you are voting on – and VOTE!

WHY YOU SHOULD VOTE NO ON THE REGIONAL AGREEMENT

- And ask yourself, “is this really about the future of education and our kids or a way of sharing the costs for a new high school so desperately needed for BHRSD?”
- With this agreement, SBRSD will lose.
- We can do better!