

**File: BDA - SCHOOL COMMITTEE ORGANIZATIONAL MEETING**

Annually, within the month of November, the School Committee shall hold an organizational meeting at a public place and at a time of its own choosing.

Those elected shall take office immediately, and shall choose a chairman and vice chairman from among the Committee membership by ballot, as the law requires. A secretary and treasurer, who may or may not be members of the Committee, shall also be chosen.

**Method of Election**

The organization of the Committee shall be the first item of business following the call of the roll. The Superintendent shall preside until a chairman has been elected.

The Superintendent shall call for nominations for chairman. Nominations shall be made from the floor. For election to office, a nominee must receive a majority vote of the entire Committee membership.

After his/her election, the chairman shall conduct nominations and balloting for the position of vice-chairman followed by nominations and voting on the positions of secretary and treasurer. Other officers (assistant secretary and assistant treasurer) may be chosen at this time.

Any office which becomes vacant during the year shall be filled in the manner prescribed for the annual meeting.

**Other Organizational Business**

At the first meeting each November, the School Committee also shall consider the appointment of school district counsel, school physician and election of members to all subcommittees.

LEGAL REF.:M.G.L [71:16A](#)

CROSS REF: [BDB](#), School Committee Officers

First Reading: June 27, 2019

Second Reading: July 17, 2019





**SBRSD FY26 WARRANT REPORT  
SCHOOL COMMITTEE MEETING  
November 20, 2025**

	<b>Date</b>	<b>Voucher #</b>	<b>Total Amount</b>	<b>General Fund Amount</b>	<b>Other Fund Amount</b>	
<b>Health Insurance Warrant</b>	11/1/2025	1101	\$386,053.20	\$358,742.06	\$27,311.14	<b>Berkshire Health Group</b>
<b>Vendor Warrant</b>	10/31/2025	1006	\$258,968.43	\$241,803.91	\$17,164.52	<b>General Supplies &amp; Materials, Regular Maintenance, Utilities, Tuition, Life Insurance, Food Service, Dues &amp; Memberships</b>
	11/14/2015	1102	\$447,121.44	\$381,590.04	\$65,531.40	<b>Truck Repairs, IEP Services, General Supplies &amp; Materials, Cleaning Services, Food Service, Transportation &amp; Student Activities</b>
<b>Payroll Warrant</b>	10/30/2025	PR1032025	\$479,134.70	\$309,258.68	\$169,876.02	<b>Pay Period #9 October 30, 2025</b>
	10/16/2025	1005	\$13,349.34	\$13,349.34	\$0.00	<b>Berkshire Regional Retirement System</b>
	10/30/2025	1007	\$9,255.75	\$9,255.75	\$0.00	<b>Berkshire Regional Retirement System</b>
	10/31/2025	1008	\$281,089.36	\$281,089.36	\$0.00	<b>Garnishments, Taxes, 403b, Child Supports</b>
			<b><u>\$1,874,972.22</u></b>	<b><u>\$1,595,089.14</u></b>	<b><u>\$279,883.08</u></b>	

# SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT

ALFORD • EGREMONT • MONTEREY • NEW MARLBOROUGH • SHEFFIELD

## OFFICE OF STUDENT SERVICES

**Sandra Hubbard - Director**

P.O. Box 326 - Sheffield, Massachusetts 01257

Phone (413) 229-8265

Fax (413) 229-7863

November 19, 2025

To: Superintendent Ricca, School Committee Members, and the SBRSD School Community

From: Sandi Hubbard, Director of Student Services

Re: November 20, 2025 Director's Report for School Committee Meeting

Hello!

I am pleased to provide this update on the remarkable work taking place across our Student Services departments. Over the past year, teams in Special Education, Early Childhood, Health Services, and English Language Education have made significant progress in expanding student support, strengthening instructional practices, and improving family engagement. The initiatives highlighted below reflect our district's commitment to equity, inclusion, and high-quality services for every learner.

### *Special Education*

Our Special Education department has continued to advance inclusive practices while strengthening targeted supports for students with disabilities.

### **Key Highlights**

- **Expansion of Inclusive Learning Models:** Several schools have implemented co-teaching and push-in support models at higher rates than in prior years, reducing reliance on pull-out services and increasing time in general education settings. Early indicators show positive impacts on academic growth and social-emotional outcomes.
- **Improved IEP Compliance and Quality:** Ongoing professional development for teachers and service providers has resulted in stronger, more data-driven IEP goals and improved timelines for evaluations and progress reporting.
- **Enhanced Transition Programming:** Our secondary transition services have expanded partnerships with local businesses and community organizations, resulting in increased job-site training opportunities and more individualized transition planning for students ages 14–22.
- **Family Engagement:** Family participation in meetings and other events is over 95%!
- **Multi-Tiered Systems of Support:** Meetings on individual students are happening in an organized way that allow for interventions to occur before moving to a higher-level step, such as evaluation. Data gathered so far this year show the impact of those interventions. Our participation in the Southern Berkshire Community Care Coordination (SBCCC) is also very supportive of students and families.

## ***Early Childhood Education***

Our early childhood programs remain a point of pride for the district, providing developmentally appropriate, play-based learning environments that set a strong foundation for school readiness.

### **Key Highlights**

- **Curriculum Alignment and Assessment:** Teachers implemented updated curriculum materials aligned with early learning standards, with a focus on early literacy, numeracy, and social-emotional development. Use of observational assessment tools has improved our ability to track growth and tailor instruction.
- **Expansion of Inclusive Preschool Classrooms:** Integrated classrooms continue to serve children with and without disabilities together, with strong interdisciplinary collaboration among educators, therapists, and families.
- **Family Partnerships:** This year saw increased participation in family literacy nights, screening events, meetings, and other events. Families report feeling more connected to the program and better supported in understanding developmental milestones.
- **Professional Learning:** Staff participated in targeted training on early childhood MTSS (multi-tiered systems of support), improving early intervention for students needing additional academic or behavioral support.

## ***Health Services***

Our nursing and health services team continues to play a vital role in promoting student wellness, reducing barriers to learning, and ensuring safe, supportive school environments.

### **Key Highlights**

- **Preventive Care and Screening:** Annual vision, hearing, and growth screenings were completed with high participation rates, allowing early identification and referral for students needing follow-up care.
- **Mental Health Collaboration:** School nurses worked closely with counselors, social workers, and outside providers to support students experiencing mental health challenges—ensuring timely communication with families and coordinated care.

## ***English Language Education (ELE)***

Our English Language Education program continues to strengthen instruction and supports for English Learners (ELs), ensuring equitable access to the curriculum and strong pathways to language proficiency.

### **Key Highlights**

- **Growth in Student Achievement:** ACCESS for ELs results show improvement across multiple grade spans, indicating progress in reading, writing, speaking, and listening domains.
- **Sheltered Instruction Expansion:** All content teachers received training in sheltered content instruction, enabling stronger support for English learners within general education classrooms.

- **Family and Community Engagement:** Our ELE team expanded translation and interpretation services and hosted culturally responsive family events. These have strengthened trust, communication, and involvement among multilingual families.
- **Data-Driven Instruction:** Teachers are using formative assessments and language-tracking tools more consistently, enabling targeted interventions and individualized supports.

Our Student Services faculty and staff have demonstrated exceptional dedication, collaboration, and innovation through their work. The progress outlined in this report reflects our collective commitment to meeting the diverse needs of students and ensuring that every child has the opportunity to thrive.

I am deeply grateful for the ongoing support of the School Committee, the Superintendent, school leaders, staff, and families. Together, we will continue to strengthen our services and uphold our mission of providing equitable, high-quality education for all students.

Thank you all for your continued support as we progress through the 2025-26 school year. We look forward to sharing more updates in our coming meetings.

Gratefully,

Sandi

## **AGREEMENT FOR SCHOOL BUSINESS MANAGEMENT SERVICES**

This Agreement for School Business Management Services (this “Agreement”) is entered into as of the latest date of execution below by and between the Southern Berkshire Regional School Committee (the “District”), acting by and through its School Committee Chair, duly authorized, and Open Architects, with a principal office at 71 Commercial Street, Suite 2200, Boston, MA 02109, (“OPEN ARCHITECTS”), acting by and through its CEO Seth Racine duly authorized.

WHEREAS, the District issued an solicitation for Quotes for School Business Manager Services (FY25) and OPEN ARCHITECTS submitted a bid in response to that Invitation for Quotes attached hereto and incorporated herein by reference (the “OPEN ARCHITECTS Response”); and,

WHEREAS, the District has accepted the bid of OPEN ARCHITECTS and OPEN ARCHITECTS (collectively, the “Parties”) wish to enter into an agreement with respect to the services to be provided by OPEN ARCHITECTS to the District;

NOW THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and OPEN ARCHITECTS hereby agree as follows:

### **SECTION I: SCOPE OF SERVICES**

- A. OPEN ARCHITECTS hereby agrees to provide the District with the services set forth in the solicitation for:

Purchasing, Accounts Payable, Payroll Oversight, Grants Management, Ancillary Service Management, State and Federal Reporting, Accounts Receivable, and Auditing. In addition to building the FY27 budget, Budget Management and to work closely with the Interim Superintendent, Business Office, and Finance Committee. The position also includes attending required School Committee and subcommittee meeting, and preparing documents to support financial services.

OPEN ARCHITECTS shall perform all services required by or reasonably inferable from the Agreement. OPEN ARCHITECTS shall work the number of hours necessary to perform all the duties and responsibilities of the services described in this Scope of Services and may be required to expend additional time beyond the normal workday. OPEN ARCHITECTS agrees to do same as is required; there shall be no paid overtime or additional compensation for said additional time.

- B. OPEN ARCHITECTS, at its own proper cost and expense, shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, transportation and other accessories and services necessary or incidental thereto, in order to perform and complete its obligations hereunder. By signing this Agreement, OPEN ARCHITECTS acknowledges that it has examined the Invitation for Quotes and all information and documentation which are or relate to the subject matter of this Agreement and that OPEN ARCHITECTS is familiar with the issues which are the subject of this Agreement and with all conditions of the Invitation for Quotes and of this Agreement. OPEN ARCHITECTS has entered into

this Agreement in reliance on its own examinations and estimates as to the amount and character of its work and services, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

- C. OPEN ARCHITECTS shall do, perform and carry out the services described herein utilizing the degree of skill and care exercised by similar professionals performing similar services under similar conditions. OPEN ARCHITECTS shall be responsible for the professional adequacy, technical accuracy and coordination of all services or work furnished by OPEN ARCHITECTS and its consultants, employees, agents, representatives, and servants, all in accordance with applicable professional standards. OPEN ARCHITECTS agrees that only workers who have a license shall perform services for which a license is required. Authorized District representatives shall have the right to reject any part of the services in the event that workmanship is not of satisfactory quality. OPEN ARCHITECTS shall confer with and cooperate with the District to keep the District informed of progress with respect to specific staff. OPEN ARCHITECTS shall be subject to the directions and supervision of the Superintendent of Schools in the performance of its duties hereunder.
  
- D. OPEN ARCHITECTS acknowledges and agrees that the District is a regional school district, that the services to be provided hereunder from OPEN ARCHITECTS to the District are in the nature of duties of a business administrator of a school district as prescribed by the Laws of the Commonwealth of Massachusetts, including but not limited to M.G.L. c.71 and by the policies, rules and regulations made thereunder by the School Committee for the District, including but not limited to the job duties, functions and responsibilities set forth in the Scope of Services, and that OPEN ARCHITECTS bears a fiduciary relationship to the District with respect to the services to be performed hereunder.

## **SECTION II: DURATION**

The contract term will be from December 1, 2025 through June 30, 2026 unless renewed for an additional period or sooner terminated by the District.

## **SECTION III: FEE**

Subject to adjustment, deductions, offsets, and limitations set forth in this Agreement or the Invitation for Quotes, and contingent upon compliance by OPEN ARCHITECTS with its obligations under the Agreement, the District shall make payment to OPEN ARCHITECTS for services provided hereunder as follows:

- A. A monthly sum of \$13,200, which shall be payable within forty five (45) days after submission of a monthly invoice for services from OPEN ARCHITECTS to the District, but in no event shall such payment be due prior to completion of the services provided to the District; provided, the District may withhold payment, in whole or in part, to the extent and for the time reasonably necessary, in the District's opinion, to protect the District from loss because of: (1) a dispute as to the validity or accuracy of the invoice; (2) damage to the District or a third party for which OPEN ARCHITECTS is responsible, or (3) OPEN

ARCHITECTS's failure to perform the services required or to satisfy payment obligations to the District or third parties in accordance with this Agreement.

- B. The invoice for services presented for payment by OPEN ARCHITECTS shall be in such form as reasonably required by the District and shall reflect, describe, and be based on the services provided by OPEN ARCHITECTS in the preceding month.
- C. In the event that the District requests that OPEN ARCHITECTS to provide additional services to those set forth in the Scope of Services, OPEN ARCHITECTS shall be compensated at the rate of \$200.00 per hour, provided however, that prior to performing or commencing to perform any such additional services, OPEN ARCHITECTS shall provide the District with a written statement of the number of hours that will be required for OPEN ARCHITECTS to perform such additional services and thereafter OPEN ARCHITECTS shall have received a written and signed authorization of the District to proceed with such additional services. Any services performed by OPEN ARCHITECTS without first receiving such a signed authorization to proceed to perform such additional services shall be deemed to be included in the Scope of Services and OPEN ARCHITECTS shall be deemed fully compensated for the same by receipt of the fees paid pursuant to subsection A, above. Amounts claimed to be due by OPEN ARCHITECTS pursuant to this paragraph shall be submitted and shown on monthly invoices; in no event shall such payment be due prior to completion of the additional services.
- D. In the event that this Agreement is terminated prior to the end of any month of the contract term, the amount due to OPEN ARCHITECTS under this Agreement shall be prorated based upon the portion of the month during which services were provided prior to termination. No payment shall be due to OPEN ARCHITECTS for any month commencing after the termination date.

#### **SECTION IV: PERSONNEL**

- A. Prior to commencing services under this Agreement, OPEN ARCHITECTS shall furnish the District, in writing, with the name and contact information of the service representative who will work as the main point of contact between the District and OPEN ARCHITECTS and who shall represent OPEN ARCHITECTS on all matters related to the day-to-day operation of the services. OPEN ARCHITECTS shall further furnish the District, in writing, with the names and qualifications of the key personnel of OPEN ARCHITECTS who will be performing services on behalf of OPEN ARCHITECTS hereunder (the "Personnel"); OPEN ARCHITECTS shall update such list throughout the term of the Agreement.
- B. OPEN ARCHITECTS warrants and represents that it is familiar with all licensing obligations that are or may be required by federal, state and local authorities in connection with the services to be performed by OPEN ARCHITECTS hereunder and further warrants that OPEN ARCHITECTS has current and valid licenses in compliance with all such applicable federal, state and local authorities; OPEN ARCHITECTS shall promptly notify the District in the event that any such license or registration is revoked or suspended at any time during the term of this Agreement.

- C. It is hereby expressly acknowledged and understood that OPEN ARCHITECTS, its agents, servants, employees and representatives are independent contractors with regard to the District and the performance of OPEN ARCHITECTS's obligations under this Agreement. Nothing in this Agreement with OPEN ARCHITECTS shall in any way be construed to constitute or create any agency, joint venture, or employment relationship between OPEN ARCHITECTS and/or the Personnel and the District. OPEN ARCHITECTS further acknowledges that the Personnel are employees and/or contractors of OPEN ARCHITECTS and do not constitute employees or contractors of the District.
- D. OPEN ARCHITECTS shall be responsible for the Personnel and all others performing services hereunder on behalf of OPEN ARCHITECTS with respect to employment and labor laws; as between OPEN ARCHITECTS and the District, OPEN ARCHITECTS shall have sole and exclusive responsibility for, among other matters, recruitment, employment, promotions, and payment of wages, pension benefits, layoffs and termination. OPEN ARCHITECTS shall comply with all applicable laws and regulations related thereto. OPEN ARCHITECTS shall prepare and process the payroll for its employees. OPEN ARCHITECTS assumes responsibility for payment of all taxes, withholdings, and contributions imposed or required under federal, state or local unemployment insurance, social security, workers' compensation, and income tax laws with respect to the Personnel and all others who are or may be engaged by OPEN ARCHITECTS to render services pursuant to this Agreement. OPEN ARCHITECTS shall hold harmless, indemnify, and defend the Southern Berkshire Regional School District, and its/their respective officers, officials, committees, committee members, boards, board members, employees, agents, and insurers, jointly and severally, (including all costs of defense) for any and all claims, losses, or damages incurred as a direct or indirect result of OPEN ARCHITECTS's failure to comply with the provisions of this Section IV.
- E. OPEN ARCHITECTS acknowledges and agrees that, in the course of providing the services, OPEN ARCHITECTS may receive or have access to confidential information. OPEN ARCHITECTS agrees on behalf of itself and the Personnel, that OPEN ARCHITECTS and the Personnel shall respect and observe the confidentiality of such information and shall not disclose such information to any third parties without the prior written consent of the District.

## **SECTION V: TERMINATION**

- A. This Agreement shall terminate automatically on June 30, 2026, unless renewed for an additional period or sooner terminated in accordance with the provisions of this Agreement. Upon termination, OPEN ARCHITECTS shall return to the District all information which OPEN ARCHITECTS and/or its Personnel have in their possession and all documentation and items of any name or nature whatever supplied to OPEN ARCHITECTS or the Personnel with respect to this Agreement, including but not limited to all financial records, all student records, and all information and/or keys to school buildings or grounds.
- B. If OPEN ARCHITECTS fails to comply with any term or condition or obligation set forth in this Agreement, and/or if OPEN ARCHITECTS's Personnel fail to comply with any term or condition or obligations set forth in this Agreement, and/or if OPEN ARCHITECTS

fails to comply with any warranty or representation contained herein, and/or if OPEN ARCHITECTS fails to pay the wages, benefits, or any other compensation due to OPEN ARCHITECTS's employees, and/or if OPEN ARCHITECTS fails to secure and maintain any insurance required by this Agreement, and such breach or failure to comply is not cured within seven (7) days of written notice thereof from the District to OPEN ARCHITECTS, then the District shall have the right to terminate this Agreement upon written notice to OPEN ARCHITECTS; in such event the notice from the District to OPEN ARCHITECTS shall indicate the date on which this Agreement is thereby terminated, which may be any date after the expiration of such seven (7) day cure period. If any assignment shall be made by OPEN ARCHITECTS for the benefit of creditors, or if a petition is filed by OPEN ARCHITECTS for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against OPEN ARCHITECTS and such involuntary petition is not discharged within thirty (30) days thereafter, the District shall have the right to terminate this Agreement upon written notice to OPEN ARCHITECTS; in such event the notice from the District to OPEN ARCHITECTS shall indicate the date on which this Agreement is thereby terminated, which may be any date after the expiration of such thirty (30) day cure period.

- C. In the event that the District fails to pay OPEN ARCHITECTS any undisputed sums due from the District to OPEN ARCHITECTS hereunder and such default continues for a period of forty five (45) days after written notice from OPEN ARCHITECTS to the District, OPEN ARCHITECTS shall have the right to terminate this Agreement on written notice to the District of such termination; in such event the notice from the District to OPEN ARCHITECTS shall indicate the date on which this Agreement is thereby terminated, which may be any date after the expiration of such thirty (30) day cure period.
- D. If the District determines that OPEN ARCHITECTS and/or the Personnel supplied by OPEN ARCHITECTS to perform Counseling Services hereunder is unfit, unqualified, or unable to perform the services or that continued performance of such services presents a danger to the District, to any student of the District, or to any member of the public, the District may terminate this Agreement upon written notice to OPEN ARCHITECTS, which termination may, at the District's option, be effective immediately.
- E. The District may also terminate this Agreement for convenience upon thirty (30) days' written notice to OPEN ARCHITECTS. In the event of termination by the District for convenience, OPEN ARCHITECTS shall be entitled to be paid for services rendered prior to the termination date in accordance with this Agreement.
- F. In addition to any and all of the remedies that may be available in the event of the breach of this Agreement, the District shall be entitled to specific performance of all agreements and obligations of OPEN ARCHITECTS and to appropriate injunctive relief as may be granted by a court of competent jurisdiction. No mention in this Agreement of any specific right or remedy and no exercise by District of any specific remedy reserved to District under this Agreement shall waive or limit, or preclude the District from, the exercise or claim of the District to any additional rights, remedies or defenses to which District may be entitled at law or in equity. The specific remedies to which the parties may resort under

the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies to which either may be lawfully entitled in case of any breach of threatened breach of any provisions of this Agreement.

## **SECTION VI: INSURANCE**

- A. OPEN ARCHITECTS shall at its own proper cost and expense, obtain and maintain insurance in amounts and coverages that meet or exceed the requirements set forth below:
1. Workers Compensation and Employers Liability Insurance to the extent required by the Commonwealth of Massachusetts;
  2. Comprehensive General Liability Insurance, covering all operations to be performed under the Agreement, with minimum limits of at least \$1,000,000 for Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit; and
  3. Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by OPEN ARCHITECTS in the amount of \$1,000,000 per claim and in the aggregate.
- B. A certificate of insurance evidencing such insurance policies and limits shall name the District as an additional insured and must be submitted to District by OPEN ARCHITECTS within three (3) business days of execution of this Agreement, and in no event later than the commencement date of this Agreement. Said insurance policies must be on a form satisfactory to the District and shall contain the following language: “No cancellation of or change or revision in the insurance by insurer or the insured, the existence of which insurance is evidenced by this certificate, shall be valid unless written notice is given thereof to the District at least thirty (30) days prior to the intended date of cancellation, change, or revision by mail, postage prepaid and evidenced by a return receipt.” If any policy of insurance required by this Agreement is cancelled, this Agreement shall be immediately null and void at the sole option of the District.
- C. No insurance shall be obtained from an insurer which: (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better; or (3) is a risk retention group lawfully providing insurance to its members in Massachusetts.
- D. Failure by OPEN ARCHITECTS to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and, at the option of the District, shall operate as grounds for an immediate termination thereof.

## **SECTION VII: COMPLIANCE WITH LAWS**

- A. OPEN ARCHITECTS shall observe and obey all provisions of federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any and all other applicable provisions of law, including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries, if any.
- B. OPEN ARCHITECTS shall familiarize itself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of its job duties and responsibilities.

### **SECTION VIII: COMPLIANCE WITH CORI/CHRI**

Pursuant to the requirements of applicable law, all persons who have direct and unmonitored contact with students must submit to criminal offender record information (CORI) and state and national fingerprint-based criminal history record information check (CHRI) checks. As such, all contractors, subcontractors, employees, volunteers, invitees, and all other personnel employed, engaged, volunteering, or otherwise providing services by or for OPEN ARCHITECTS at a work site located on school property, whether employed and provided by OPEN ARCHITECTS or by a contractor, subcontractor, invitee, or other organization providing services on behalf of or through OPEN ARCHITECTS, shall submit to CORI/CHRI checks before they are allowed to enter the work site and/or perform services in connection with such services if so required by the District. OPEN ARCHITECTS shall cooperate in all respects with the District's implementation of the CORI/CHRI check process, including, if necessary obtaining the consent of each contractor, subcontractor, employee, volunteer, invitee, or other personnel, and shall, at the option of the District, utilize the CORI/CHRI forms provided by the District or the applicable school for the CORI/CHRI checks. OPEN ARCHITECTS shall provide proof of identification as to each contractor, subcontractor, employee, volunteer, invitee, and all other personnel at such time. OPEN ARCHITECTS shall not permit any contractor, subcontractor, employee, volunteer, invitee, or other personnel to enter the work site and/or perform services pursuant to the services described in this Agreement until such time as the District or the applicable school has received the formal CORI/CHRI reports as to that particular worker and has approved that particular worker as acceptable under the CORI/CHRI check. All such CORI/CHRI and other criminal background checks shall be at the sole expense of OPEN ARCHITECTS who shall promptly reimburse the District and/or the applicable school for any out-of-pocket costs incurred in connection with the CORI/CHRI checks. The District reserves the right to disapprove of any contractor, subcontractor, employee, volunteer or invitee and demand their replacement if the CORI/CHRI checks are unsuitable in the judgement of the applicable school.

### **SECTION IX: NONDISCRIMINATION**

OPEN ARCHITECTS agrees that OPEN ARCHITECTS shall not discriminate on grounds of gender, sexual orientation, gender identity, race, religious creed, color, national origin, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap, including, but not limited to discrimination related

to employment, promotion and employment upgrading, demotion, or transfer, recruitment, advertising, layoff, or termination; rates of pay or other compensation, selection or training and other terms, conditions or privileges of employment; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to gender, gender identity, race, religious creed, color, national origin, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. OPEN ARCHITECTS agrees not to engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Law. Violation of this paragraph shall be deemed a material breach of the Agreement and the District may cancel, terminate, or suspend the Agreement in whole or in part for any such violation, or any other remedy set forth

## **SECTION X: COMPLIANCE WITH LAWS AND POLICIES**

- A. OPEN ARCHITECTS shall comply with all applicable federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any and all other applicable provisions of law now or hereafter applicable to this Agreement and/or the services to be performed by OPEN ARCHITECTS hereunder.
- B. OPEN ARCHITECTS acknowledges that the District is a public school and as such the District has in place policies which govern the relationships between school staff and students and behavior of staff while on school premises. The parties acknowledge and agree that, although the Personnel are not employees of the District, the Personnel shall be subject to and shall abide by all school policies which govern or regulate the behavior and conduct of school staff. The District reserves the right at any time and from time to time to establish additional minimum standards, requirements, policies and procedures with regard to OPEN ARCHITECTS, the Personnel and/or any persons or entities performing services on behalf of OPEN ARCHITECTS, and other matters relating to this Agreement. OPEN ARCHITECTS shall instruct its Personnel, employees, agents, contractors, and subcontractors to abide by the policies, rules, and regulations as established by the District from time to time.

## **SECTION XI: NOTICE**

Except as otherwise provided herein, all notices required or permitted hereunder shall be in writing and shall be either (i) delivered in hand, (ii) sent by overnight courier, or (iii) sent by certified or registered mail, return receipt requested, postage prepaid to the address set forth in the first paragraph of this Agreement, unless a different address is designated in writing by the party to be served. In the event that the notice is provided in hand, such notice shall be deemed effective when delivered. In the event that the notice is provided by overnight delivery, such notice shall be effective when delivered, provided that the same is received in the ordinary course at the address to which the same is sent in accordance with the foregoing paragraphs. In the event that the notice is sent vial mail, such notice shall be effective two business days after it has been deposited with the U.S. Postal Service.

## **SECTION XII: MAINTENANCE OF RECORDS**

- A. OPEN ARCHITECTS shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the District. In the event OPEN ARCHITECTS comes into possession of any personally identifiable student information in relation to this Agreement, OPEN ARCHITECTS shall comply fully with applicable federal and state laws and regulations concerning access to and confidentiality of student records including without limitation the Family Educational Rights and Privacy Act (FERPA), Protection of Pupil Rights Amendment (PPRA), and the Massachusetts Student Records regulations 603 CMR 23.00 *et seq.*
  
- B. OPEN ARCHITECTS shall further hold all information the District provides to it and which has been identified as confidential in confidence, unless OPEN ARCHITECTS obtains written permission from the District to disclose such information, and shall comply with all applicable federal, state, and local data security laws, including without limitation M.G.L. c.93H and 201 CMR 17.00, to the extent applicable. OPEN ARCHITECTS shall use commercially reasonable efforts to ensure the security of information provided by the District. The requirements of this paragraph shall not apply to information that (i) was lawfully known to OPEN ARCHITECTS prior to the date of this Agreement; (ii) was lawfully obtained by OPEN ARCHITECTS from a third party without any obligation of confidentiality; (iii) is or becomes part of the public domain, except by breach of this Agreement; (iv) is possessed or developed by OPEN ARCHITECTS independently and apart from this Agreement; or (v) is required to be disclosed pursuant to any statutory, regulatory or judicial requirement or other legal compulsion or laws, provided that in such event, to the extent it may lawfully do so, OPEN ARCHITECTS shall promptly notify the District of the information to be disclosed and the reason therefor in order to provide the District an opportunity to seek a protective order or other relief, and shall use reasonable efforts to obtain assurances that the entity receiving the information uses at least the same degree of care in safeguarding the disclosed information as OPEN ARCHITECTS hereunder.

**SECTION XIII: REPRESENTATIONS AND CERTIFICATIONS OF OPEN ARCHITECTS**

OPEN ARCHITECTS hereby represents and certifies under the penalties of perjury:

- A. Non-Collusion. OPEN ARCHITECTS certifies under penalties of perjury that this Agreement has been entered into in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.
  
- B. Tax and Contributions Compliance. Pursuant to M.G.L. c.62C, §49A, OPEN ARCHITECTS certifies that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

**SECTION XIV: MISCELLANEOUS**

- A. Conflict in Terms. As used herein, the “Agreement” shall be deemed to include all terms and provisions of this document, the Invitation for Quotes, and the OPEN ARCHITECTS Response. In the event of conflict, the terms and provisions of this Agreement shall be deemed to control over the terms and provisions of the Invitation for Quotes and the OPEN ARCHITECTS Response, and the terms and provisions of the Invitation for Quotes shall be deemed to control over the terms and provisions of the OPEN ARCHITECTS Response.
- B. Headings. The headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- C. Assignment. OPEN ARCHITECTS shall not assign its rights and responsibilities pursuant to this Agreement without the prior written consent of the District, which consent may be withheld, delayed, and/or conditioned by the District in its sole and exclusive discretion.
- D. Waiver. The failure by the District to insist upon a strict performance of or adherence to any term, covenant, or condition of this Agreement on any occasion or occasions shall not be construed as a waiver or relinquishment thereof nor shall any such failure deprive the party of the right to insist thereafter upon strict adherence to that term, covenant, or condition or any other term, covenant, or condition contained in this Agreement.
- E. Amendment. This Agreement shall not be amended except by written agreement signed by all Parties hereto.
- F. Entire Agreement. This Agreement, together with all exhibits hereto, constitutes the full, final and entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or understandings. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties relating to the matters covered by this Agreement other than those set forth in this Agreement.
- G. Governing Law; Venue. This Agreement and all transactions contemplated hereby shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. All Parties hereby submit themselves to the jurisdiction of the courts of Massachusetts, for all purposes with respect to this Agreement.
- H. Severability. In the event that any provision of this Agreement is deemed to be unlawful, it shall be severed from the Agreement and, at the option of the District, the balance of the provision and/or the Agreement shall continue in full force and effect.
- I. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures and/or signatures by fax and/or scanned and sent via email are acceptable as originals.
- J. Authority. Each of the undersigned individuals represents and warrants that they have been duly authorized to enter into and execute this Agreement for and on behalf of their principal and that each and every obligation of such respective party herein shall and will

constitute the legal, valid and binding obligation of such respective party, enforceable against it in accordance with its terms.

EXECUTED by each Party on the respective date set forth below.

**SOUTHERN BERKISE REGIONAL  
SCHOOL COMMITTEE**

**OPEN ARCHITECTS**

By: \_\_\_\_\_

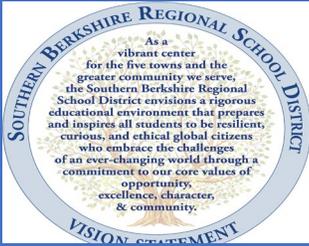
Name: Arthur Batacchi, Jr.  
Title: Chair School Committee

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Seth Racine  
Title: Chief Executive Officer

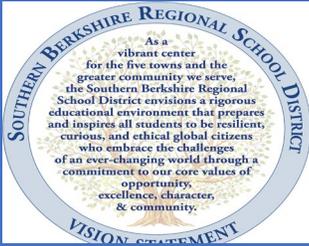
Date: 11/18/2025



## Southern Berkshire Regional School District School Committee Subcommittees & Liaisons

The Southern Berkshire Regional School Committee utilizes a number of subcommittees to initially review, propose, and consider policies and issues that come before the Committee. The subcommittees bring these matters to the full School Committee for action. Only actions taken by the full School Committee become official policy. The current make-up of the subcommittees and their functions are outlined below.

Name	Function	Members
<b>Finance Subcommittee</b>	Reviews, proposes, and considers matters pertaining to the school budget. Oversees the development of capital budget plan and technology plan. Receives audit reports. Considers matter of a financial nature referred by the School Committee	Art Batacchi, Chair Kim Alcantara, Julie Hannum, Nanci Worthington
<b>Ad Hoc Buildings, Grounds and Technology</b>	Oversee the implementation of the maintenance plan for structures, playgrounds and HVAC. Tour buildings annually and as needed	Art Batacchi, Chair Kim Alcantara, Julie Hannum, Nanci Worthington
<b>Community Relations/Public Schools Advocacy Subcommittee</b>	Reviews, proposes, and considers matters pertaining to communication with the community about school policies, issues, and programs. Advocates on behalf of SBRSD	Nanci Worthington, Chair Amy Bainbridge-Jordan, Miguel Mir, Bonnie Silvers
<b>Policy Subcommittee</b>	Reviews, proposes, and considers matters pertaining to policies and procedures in the SBRSD. This subcommittee also maintains the Policy Manual.	Carl Stewart, Chair Art Batacchi, Julie Hannum, Miguel Mir
<b>Personnel &amp; Negotiations Subcommittee</b>	Negotiates Bargaining Unit Contracts, Reviews new job descriptions, Advises School Committee on positions hired directly by committee, Reviews proposed evaluation arrangements and makes recommendations to School Committee	Bonnie Silvers, Chair Kim Alcantara, Amy Bainbridge-Jordan, James DiPisa, Carl Stewart, Bob Kilmer
<b>Superintendent Evaluation Subcommittee</b>	Meets with Superintendent regarding evaluation matters. Synthesizes Superintendent evaluation from individual Committee member evaluations.	Kim Alcantara, Chair James DiPisa, Julie Hannum, Miguel Mir



## Southern Berkshire Regional School District School Committee Subcommittees & Liaisons

Name	Function	Members
Ad Hoc Curriculum Subcommittee	Considers matters related to Curriculum, Instruction, and Student Achievement and makes recommendations to School Committee	Bonnie Silvers, Chair Julie Hannum, Nanci Worthington, Amy Bainbridge-Jordan
MASC Liaison & Delegate	Advocates at the state level for schools	Carl Stewart
Ad Hoc for Executive Minute Review Committee	Reviews and considers matters pertaining to the release of executive session minutes to the public	Carl Stewart, Chair Art Batacchi, James DiPisa
Ad Hoc Regional Agreement Review Committee	Reviews Regional Agreement at the request of the member towns or on behalf of the School Committee	Julie Hannum, Chair Art Batacchi, Bonnie Silvers, Carl Stewart
Warrant Representative	Sign warrants on behalf of the full committee	Kim Alcantara
Liaison to Southern Berkshire Child Care Program	Attend meetings regarding initiatives and governance	Bonnie Silvers
Liaison to Early Childhood Committee	Attend meeting on planning for educational decisions	Nanci Worthington
Liaison to Community Health Advisory Team		
Ad Hoc Handbook Review Committee	Reviews and recommends update to the School Committee Handbook and Student & Families Handbook	Carl Stewart, Julie Hannum, Amy Bainbridge-Jordan, Nanci Worthington
Ad Hoc Superintendent Search Committee	Manages and oversees the process of finding and recommending candidates for the Superintendent of Schools.	Arthur Batacchi, Chair Kim Alcantara, James DiPisa, Carl Stewart, Nanci Worthington

Updated 11/3/25

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT  
SHEFFIELD, MASSACHUSETTS**

**CONSULTING WORK AGREEMENT**

**WHEREAS**, the Southern Berkshire Regional School Committee (“the Committee”) and Beth Regulbuto (“Regulbuto”) are parties to a Contract of Employment (the “Contract”) for the period of July 1, 2023 through June 30, 2026, setting forth certain terms and conditions relative to Regulbuto’s service in the position of Superintendent of Schools for the Southern Berkshire Regional School District (the “District”); and,

**WHEREAS**, Regulbuto has resigned from the District and the Committee wants her to continue providing transition and consulting services to the District,

**WHEREAS**, the Parties have negotiated and agreed upon the terms of the transition for Regulbuto, and wish to describe the terms and conditions of such agreement in this addendum; and,

**NOW, THEREFORE**, in consideration of the promises herein contained, the Parties mutually agree as follows:

1. From the date of execution of this contract through June 30, 2026, Dr. Regulbuto shall be paid at a per diem rate of \$824.70 per day, pro-rated accordingly based on eight hours/day for each such date worked. Dr. Regulbuto may work up to thirty days during this period.
2. The Committee reserves the right to terminate this Agreement with or without cause, after providing ten days notice in writing to Dr. Regulbuto.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum C as of the respective dates set forth below.

**SOUTHERN BERKSHIRE REGIONAL  
SCHOOL COMMITTEE**

**DR. BETH REGULBUTO**

By: \_\_\_\_\_  
Arthur Batacchi, Its Chair

\_\_\_\_\_  
Dr. Beth Regulbuto

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Admin and School Committee,

The jazz band would love the opportunity to attend a rehearsal at Jazz at Lincoln Center with Wynton Marsalis this January. This would give our students a chance to listen to and observe professional musicians in action, and to hear how they communicate musically during a rehearsal. We believe this experience would be incredibly valuable for their musical growth and understanding of jazz.

The students have also asked if we could travel down on Sunday to enjoy some time in the city before the rehearsal. We're in the early stages of planning and have put together a rough itinerary, which I've included below. Before moving forward, we are looking for your initial approval.

Right now, I have a soft commitment from 10–12 families whose students plan to attend, as well as four confirmed chaperones. Official overnight permission slips are going out the week of Nov. 10 and will be due back by Thanksgiving.

Thank you for considering this request. I think this will be an exciting and meaningful trip for our students!

Courtney English  
Instrumental Music Teacher

### **Sunday, January 11, 2026**

9am - Depart Mt. Everett  
10:15am - Metro North Wassaic to Grand Central  
12:45pm - Arrive at Grand Central  
12:45 - 1:45pm - Lunch at Grand Central, get subway passes  
1:45pm - Depart for Natural History Museum or Metropolitan Museum of Art  
3:45pm - Ice Skating or Shopping  
5:30pm - Check into Hotel  
7pm - Dizzy's Jazz Club for Dinner  
8:45pm - Back to hotel.

### **Monday, January 12, 2026**

8:30am - check out of hotel  
9am - Breakfast at local Dunkin or something similar  
10am - Rehearsal at Jazz at Lincoln Center  
2pm - Depart for Grand central - Lunch at GC  
3:43pm - Metro- North Train back to Wassaic  
5:54pm Arrive at Wassic  
6:40pm - Arrive back at school



# Southern Berkshire Regional School District

## OVERNIGHT FIELD TRIP

Teacher in Charge: Courtney English Principal: Jesse Carpenter

Trip Location: New York City, NY Grade Level of Students: 9-12

Departure Date: January 11, 2026 Departure Time: 9:00am

Return Date: January 12 Return Time: 7:00pm

Purpose of Trip:

- Approach to a unit of work
- Enrichment experience related to curriculum framework
- Culminating activity to a unit
- Research for unit
- Enhancement of student learning in fine arts, world language
- Competitive event

Objectives of Trip: Observe a rehearsal at Jazz at Lincoln Center with Wynton Marsalis. Students will observe a 3-4 hour rehearsal of the Lincoln Center Jazz Band rehearsing for their upcoming performance of

"Duke Ellington in Africa" where they will watch jazz professionals discuss jazz techniques during rehearsal.

(Provide specific description of objectives and details.)

How will student learning be assessed? Discussion, reflections, application  
through their musical playing.

Description of Itinerary: See Attached

Overnight accommodations:

Facility: TBD - Near Jazz at Lincoln Center in Manhattan Phone # TBD

Address: TBD

(OVER)

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT  
FIELD TRIP PERMISSION FORM**

Transportation: Marshmallow/Van, Metro-North Train, Subway

Meal Plan: Eating out, students will pay

Funding Source Families have agreed to pay

Overnight trips are asked to provide 1 chaperone for every 6 students.

Names & phone #'s of chaperones: CORI

Kim Alcantara-Jeffries \_\_\_\_\_

Jen Margo \_\_\_\_\_

Charles Lemmen \_\_\_\_\_

Jasmine Carpenter \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

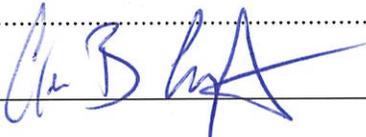
(Attach additional sheet of paper, if necessary)

Emergency Contact (SBRSD Administrator): Jesse Carpenter

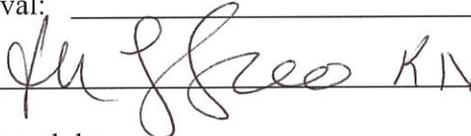
(Parents' names and phone numbers are to be provided to the emergency contact to be used in case of an emergency.)

Number of students attending: 10-12

Names of student participants (listing to be attached to this slip)

Principal's Approval:  Date: 11/10/25

Superintendent's approval: \_\_\_\_\_ Date: \_\_\_\_\_

Nurse's Approval:  RIV 11/10/25 Date: \_\_\_\_\_

School Committee approval date: \_\_\_\_\_

Comments: \_\_\_\_\_

## REGIONAL YOUR TOWN PUBLIC SCHOOLS SUPERINTENDENT SEARCH SURVEY

*Welcome and thank you for visiting our survey.*

1. The YOUR TOWN School Committee invites you to complete the following survey to assist in identifying the the most important criteria for selecting the next Superintendent of Schools. Your feedback is valuable and appreciated. Please tell us a little about yourself by selecting the category that best describes you.

- Parent of current YOUR TOWN student(s)
- Current YOUR TOWN student
- YOUR TOWN graduate
- YOUR TOWN resident
- YOUR TOWN teacher
- YOUR TOWN support staff
- YOUR TOWN administrator or manager
- Member of YOUR TOWN business community
- Other (please specify)

2. Please tell us what town you reside in.

- Alford
- Egremont
- Monterey
- New Marlborough
- Sheffield

Other

3. What do you see as the main strengths of the YOUR TOWN Public Schools that a new superintendent would need to preserve and build upon?

4. What do you believe are the main challenges facing the YOUR TOWN Public Schools that a new superintendent will need to address?

5. What characteristics or strengths are most important for the next Superintendent to bring to YOUR TOWN?

- A champion for education in the community, leading a collaborative spirit amongst teachers, administrators, parents and community stakeholders. Choose all that apply.
- An experienced professional with outstanding communication, interpersonal and management skills; able to navigate complexity with organizations, finances and budgets, including building relationships with municipal government leaders and employee unions.
- Commitment to recruiting, developing and sustaining a culture of collaboration across the district and its programs in support of students.
- Commitment to leadership in improving educational opportunity and commitment to educational equity for marginalized and underserved students and communities.
- Experience engaging with policymakers, advocating for resources, legislation, and community engagement on behalf of the school district.
- An engaged and inspirational leader with a vision for growth as well as excellence, and a commitment to educating the whole child.
- Passionate about lifelong learning, with teaching experience and possessing knowledge based on experience about special education laws and best

practices, working with diverse student populations, and career technical education.

- A leader with a focus on student achievement, a history of community and parent collaboration and an ability to motivate others.
- A skilled negotiator, able to work with municipal officials and offices, especially related to budgeting for district operations.
- Previous experience as a superintendent.
- Previous experience as a public school educator.
- Other (please describe briefly.)

Done