

REGIONAL SCHOOL DISTRICT AGREEMENT

BETWEEN THE TOWNS OF

OTIS, MASSACHUSETTS

AND

SANDISFIELD, MASSACHUSETTS

**AGREEMENT BETWEEN THE TOWNS OF OTIS AND SANDISFIELD
WITH RESPECT TO THE ESTABLISHMENT OF A
REGIONAL SCHOOL DISTRICT**

This agreement is entered into pursuant to Chapter 71 of the Massachusetts General Laws, as amended and supplemented, between the Towns of Otis and Sandisfield, Massachusetts, hereinafter sometimes referred to as the Member Towns, for the establishment of a regional school district, hereinafter sometimes referred to as the District. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I - THE REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE.

(A) Composition.

The powers and duties of the District shall be vested in and exercised by a regional school district school committee, hereinafter sometimes referred to as the Committee. The Committee shall consist of seven members, four from the Town of Otis and three from the Town of Sandisfield. Members shall serve until their respective successors are elected and qualified.

(B) Initial Committee.

Upon the establishment of the District, the members of the Otis and Sandisfield School Committees then in office shall collectively become members of and serve as the Committee until the Annual Town Elections in the years in which their respective terms as members of the Otis and Sandisfield School Committees expire, at which Elections members shall be elected as hereinafter provided.

(C) Election of Members.

Commencing with the Annual Town Elections held in the Member Towns in the year 1992, members of the Committee shall be elected as follows:

(1) At their 1992 Annual Town Elections, the Towns of Otis and Sandisfield shall each elect one member to serve for a three-year term.

(2) At their 1993 Annual Town Elections, the Towns of Otis and Sandisfield shall each elect one member to serve for a three-year term.

(3) At their 1994 Annual Town Elections, the Town of Otis shall elect two members to serve for three-year terms and the Town of Sandisfield shall elect one member to serve for a three-year term.

(4) At each subsequent Annual Town Election in which the term of a member expires, his or her successor shall be elected for a three-year term.

(D) Apportionment Review.

Not later than six months following the official publication by the United States Bureau of the Census of each decennial federal census, the Committee shall consider the respective populations of the Member Towns and determine whether an amendment to the Agreement should be proposed to ensure compliance with requirements of the United States Constitution under the so-called one person-one vote principle.

(E) Vacancies.

Any vacancy in the membership of the initial or any subsequent Committee shall be filled by appointment by the Select Board of the Member Town concerned for the remainder of the unexpired term.

(F) Organization.

Promptly upon the appointment and qualification of the initial members of the Committee and annually thereafter at the first meeting of the Committee next following the latest Annual Town Election to be held in the Member Towns, the Committee shall organize and choose by ballot a chairperson and a vice chairperson from its own membership. The Committee shall also appoint a treasurer and 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 term of office of its officers (except the chairperson and vice chairperson who shall be elected annually as provided above) and prescribe the powers and duties of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

(G) 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 other such powers and duties as are specified in Sections 16 to 16I, 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.

(H) Quorum.

The quorum for the transaction of business at meetings of the Committee shall be at least a majority of the members of the Committee, including at least one member from each Member Town, but a number less than a majority may adjourn any meeting.

SECTION II - TYPE OF REGIONAL SCHOOL DISTRICT.

The District shall provide for the public school education of all pupils in grades kindergarten through twelve, inclusive, who reside within the District and also for any other grades and programs for pre-kindergarten pupils as may be required by statute, or as may be authorized by statute and established by the Committee. The District shall maintain and operate schools in the Member Towns for pupils in all grades up to and including grade six and shall provide tuition for pupils in grades seven through twelve to attend a secondary school or schools outside the District.

SECTION III - LOCATION AND LEASING OF REGIONAL DISTRICT SCHOOL.

(A) Location.

The District schools shall initially be the schools presently located in the Member Towns. Any new schools constructed by the District shall be located at a site or sites within the District as shall be determined by the Committee.

(B) Leasing.

The Town of Otis is hereby authorized to lease to the District the building and related premises presently known as the Otis Consolidated School.

The Town of Sandisfield is hereby authorized to lease to the District the building and related premises presently known as the Sandisfield Elementary School.

Each of the leases authorized herein shall be for a term not exceeding twenty (20) years commencing on the date when the Committee assumes jurisdiction of the pupils in the grades served by said schools. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty (20) years, renewable at any time during the terms, at the option of the Committee. Each such lease shall automatically terminate, and use of the building so leased shall revert back to the town from which it was leased, in the event that the Committee determines that such building is no longer needed for the educational program of the District. Each of the leases shall contain provisions authorizing the District to

insure, repair, improve, alter, remodel or enlarge any of the leased buildings. No rental shall be charged to the District by any member town. Each lease involving a member town shall be on such other terms as may be determined by the Select Board thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

The unpaid balance of any outstanding bonds or notes issued by a Member Town for the purpose of constructing or improving the above-mentioned schools at the time of leasing of said buildings and premises shall remain the obligation of that Member Town.

SECTION IV - APPORTIONMENT OF EXPENSES BETWEEN THE MEMBER TOWNS.

(A) Classification of Costs.

For the purpose of apportioning the assessments levied by the District upon the Member Towns, costs shall be divided into two categories: (1) capital costs and (2) operating costs.

(B) Capital Costs.

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, remodeling and adding to buildings and related facilities and premises, the cost of extraordinary repairs and improvements to buildings and related premises, including without limitation the cost of original equipment and furnishings for such buildings and additions and the cost of plans, architectural and consultant fees, and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include any payments of principal and interest on bonds, notes, or other obligations issued by the District to finance capital costs.

(C) Operating Costs.

Operating costs shall include all costs not included in capital costs as defined in subsection IV(B) and shall include interest on temporary notes issued by the District in anticipation of revenue.

(D) Apportionment of Capital Costs.

Capital costs for each fiscal year shall be apportioned to the Member Towns separately with respect to each District school, including the schools listed in subsection III(B), on the basis of their respective equalized valuations and their respective pupil enrollments in the school for the three preceding fiscal years. Each town's share with respect to each District school shall be determined by computing to the nearest one-hundredth of

one percent one-half of the sum of (1) the ratio (expressed as a percentage) which the most recently reported equalized valuation of that town bears to the most recently reported equalized valuations of all the Member Towns and (2) the ratio (expressed as a percentage) which the sum of the pupil enrollments in the school from that town on October 1 of each of the three years next preceding the fiscal year for which the computation is made bears to the sum of the pupil enrollments in the school from all the Member Towns on October 1 of the same three years. In the event there has been no enrollment in a school on October 1 in any of such three fiscal years, the enrollment of pupils from each Member Town shall be the enrollment of pupils from that town which the school is intended to accommodate, as determined by the Committee.

(E) Apportionment of Operating Costs.

Operating costs for the first fiscal year following the establishment of the District and for every fiscal year thereafter shall be apportioned to the Member Towns on the basis of their respective pupil enrollments in all of the grades kindergarten through grade twelve for the three preceding fiscal years. Each town's share shall be determined by computing to the nearest one-hundredth of one percent the ratio (expressed as a percentage) which the sum of the pupil enrollments from that town on October 1 each of the three years next preceding the fiscal year for which the computation is made bears to the sum of the pupil enrollments from all the member towns on October 1 of the same three years.

(F) Times of Payment of Apportioned Costs.

Each Member Town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(C), of the capital and operating costs for the District. The annual share of each Member Town shall be paid in ten equal installments on the first business day of each month in the fiscal year from July 1 through April 1.

SECTION V - BUDGET.

(A) Initial Budget.

The District budget for the period January 1 to June 30 of the fiscal year in which the District is established shall comprise the sum of the respective appropriations made by the Member Towns for support of the public schools therein for such fiscal year that have not then been expended, including without limitation appropriations for school employee benefits. Each Member Town shall pay to the District the funds so appropriated by the town in equal installments on the first day of each month through April 1.

(B) Tentative Maintenance and Operating Budget.

The Committee shall in each year prepare a tentative operating and maintenance budget for the next fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes or other evidences of indebtedness of the District and all other costs to be apportioned to the Member Towns for such fiscal year. The budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses or such other reasonably 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 or advisory committee and the chairperson of the Select Board of each Member Town at least fourteen days before the date on which the final budget is adopted by the Committee. A public hearing shall be held on the tentative budget within the time required by law.

(C) Final Budget.

The Committee shall in each year adopt an annual operating and maintenance budget for the fiscal year next following not later than forty-five days before the earliest date on which the business session of the annual town meeting of any Member Town is to be held, but in no event later than March 31, provided that the budget need not be adopted earlier than February 1. The budget shall include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised by the Member Towns in order to meet the said budget in accordance with the provisions of subsections IV (D) and IV(E). The amounts so apportioned to each Member Town shall, promptly after the annual budget is adopted by the Committee, but in no event later than April 30, be certified by the District treasurer to the treasurers of the Member Towns.

SECTION VI - 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 VII - AMENDMENTS.

(A) Limitations.

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 the principal of and interest on bonds or notes of the District then outstanding.

(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 IX), may be initiated by a vote of a majority of all the members of the Committee or by a petition signed by ten percent (10%) of the registered voters of any one of the Member Towns. In the latter case, the petition shall contain at the end thereof a certification by the town clerk of such Member Town as to 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 Select Board 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 Select Board 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 proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the Member Towns, acceptance by each town to be by majority vote at a town meeting as aforesaid.

SECTION VIII - ADMISSION OF ADDITIONAL TOWNS.

By an amendment of this agreement adopted under and in accordance with Section VII 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.

SECTION IX - 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, and (2) that the said town shall remain liable to the District for its share of the indebtedness 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. Any withdrawal of a Member Town that would result in dissolution of the District or result in the District consisting of only one Member Town shall be subject to such other and further limitations as may be required by law.

(B) Procedure.

The town clerk from 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 limitations contained in subsection VII(A) and subsection IX(A). The secretary of the Committee shall mail or deliver a notice in writing to the Select Board 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 Select Board of each Member Town shall include in the warrant for the next annual town meeting or a special town meeting called for the purpose, an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all the Member Towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

(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 Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

(D) Payments of Certain Capital Costs made by the 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 \$10,000,000.

SECTION X - NOTICE TO MEMBER TOWNS OF AUTHORIZATION TO INCUR DEBT.

Within seven 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, the Committee shall cause written notice of the date of the authorization and the amount and general purposes of the authorized debt to be given to the Select Board of each Member Town, in accordance with Chapter 71, Section 16(d), of the General Laws.

SECTION XI - 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 upon such terms as it may determine. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment to the Member Towns.

SECTION XII - EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE.

Any teacher or other employee of the Otis School Committee or the Sandisfield School Committee who on the date of organization of the District serves at the discretion of the Otis or Sandisfield School Committee shall be elected to serve at the discretion of the Committee. All other teachers and employees of the Member Towns in positions to be superseded by the establishment and operation of the District shall be given preferred consideration for similar positions in the District schools to the extent that such positions exist therein.

SECTION XIII - JURISDICTION.

The Committee shall assume full jurisdiction over the education of pupils residing in the District on January 1, 1992.

SECTION XIV - TRANSITION.

This agreement shall take full effect in accordance with its terms upon the affirmative votes of the towns of Otis and Sandisfield at town meetings held in each such town. All obligations under contracts and agreements binding upon the Member Towns with respect to their schools, including without limitation collective bargaining agreements, shall be assumed and carried out by the Committee on and after January 1, 1992 to the extent that such obligations would be paid from sums included in the District budget for the fiscal year commencing on that date or thereafter. The Committee is hereby authorized to make arrangements with the current school administrations and other officers of the Member Towns to continue to perform such functions for the District for the balance of the fiscal year in which the District is established as may be agreed upon.

IN WITNESS WHEREOF this Agreement has been executed as of the _____ day of _____, 1991.

OTIS-SANDISFIELD REGIONAL SCHOOL DISTRICT PLANNING BOARD

For the Town of Otis

Robert Serra
Walter C. Cady
Denise R. Finkel

For the Town of Sandisfield

James M. Curran
Rudolph Annunzio
Susan Salame

APPROVED:
EMERGENCY FINANCE BOARD

APPROVED:
DEPARTMENT OF EDUCATION

Rhoda E. Schneider
Acting Commissioner
11/7/91
Date



The Commonwealth of Massachusetts

EMERGENCY FINANCE BOARD

McCORMACK BUILDING
ONE ASHBURTON PLACE, ROOM 1207
BOSTON, MASS. 02108

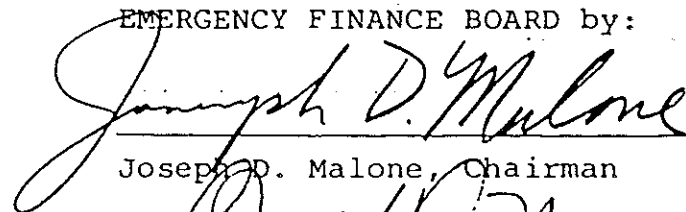
(617) 367-1761

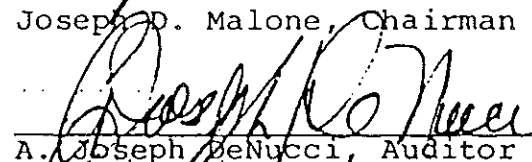
October 30, 1991

At a meeting of the Emergency Finance Board of the Commonwealth, held on the 30th day of October, 1991, a majority of said Board present, the following vote was passed:

VOTED: That in accordance with the provisions of Chapter 71 of the General Laws, as amended, approval is hereby given to the Agreement between the TOWNS OF OTIS and SANDISFIELD, effective January 1, 1992, for the establishment of a regional school district; a copy of said Agreement being on file with the Emergency Finance Board of the Commonwealth.

EMERGENCY FINANCE BOARD by:


Joseph D. Malone, Chairman


A. Joseph DeNucci, Auditor


Frank W. McGaughey, Appointee


Anthony A. Mangini, Appointee