

Farmington River Regional School District

School Committee Meeting

Farmington River Elementary School Library
555 North Main Road, Otis, MA
Tuesday, August 29th, 2023
5:30 PM

RAAC

Agenda #1

Masks Optional

[Click to Join Via Zoom](#)

Meeting ID: 836 2031 3071

- 1. Call to Order/Attendance**
- 2. Note the meeting is being recorded**
- 3. Recommendation of Vice Chair & Secretary, to be appointed by the School Committee**
- 4. Recommendation to School Committee for additional RAAC appointees**
- 5. Status of Withdraw Amendment**
- 6. Consideration of Consultant/Facilitator**
- 7. Formation of Sub-Committees**
- 8. Review of Current FRRSD Agreement for Compliance (see DESE checklist)**
- 9. Public Comment**
- 10. Discussion of Future Agenda Items**
- 11. Adjournment**

Sylbert, Jonathan

From: Miner, Douglas
Sent: Tuesday, August 8, 2023 3:21 PM
To: Sylbert, Jonathan
Subject: Fwd: Farmington River Regional School District Withdrawal Amendment

Sent from my iPhone

Begin forwarded message:

From: Robert Putnam <rputnam@frrsd.org>
Date: January 19, 2023 at 3:19:49 PM EST
Subject: Re: Farmington River Regional School District Withdrawal Amendment



On Thu, Jan 19, 2023 at 1:40 PM Miner, Douglas <TownClerk@sandisfieldma.gov> wrote:
Yes!

Just got her email and I replied.

Thank you very much!

Sent from my iPhone

On Jan 19, 2023, at 1:19 PM, Robert Putnam <rputnam@frrsd.org> wrote:

Hi Douglas,

I called Carol. Have you heard from her yet?

Rob

Sent from my iPhone

On Jan 19, 2023, at 10:56 AM, Robert Putnam <rputnam@frrsd.org> wrote:

Hello Doug,

I printed out your email and the attachment and gave them to Carol Lombardo. It appears your emails have not been reaching her. Please

include me in all future meetings so that I can be sure she receives the information in a timely fashion.

Sincerely,

Rob

On Tue, Jan 10, 2023 at 3:58 PM Miner, Douglas

<TownClerk@sandisfieldma.gov> wrote:

Hello,

As per the Regional School District Agreement (Section IX, B), I am hereby notifying the School Committee in writing that Sandisfield voted (35-10) in the last Special Town Meeting held on November 17, 2022 to request the School Committee draw up an Amendment to the RSDA between Otis, MA and Sandisfield MA setting forth the terms by which the of Sandisfield, MA may withdraw from the FRRSD.

I have attached a certified copy of the vote.

Please let me know if you need anything else from the Town Clerk's office.

Thank You,

Douglas Miner

Town Clerk

Public Records Access Officer

Sandisfield, MA

413-258-4711 Opt. 2

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Farmington River Regional School District

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TOWN OF SANDSFIELD

Partial Minutes of SPECIAL TOWN MEETING

Nov 17, 2022

The inhabitants of Sandisfield qualified to vote in elections and town affairs met Thursday, November 17,


2022 at Fire House 2, Located at 207 Sandisfield Road at 7:00 P.M. to act on the following matter:

ARTICLE 1: To see if the Town will vote to request the Farmington River Regional School District (FRRSD) School Committee draw up an Amendment to the Regional School District Agreement between the Towns of Otis, MA and Sandisfield, MA, setting forth the terms by which the Town of Sandisfield, MA may withdraw from the FRRSD, or take any other action thereon.

Motion made and appropriately seconded

ARTICLE 1: Passed with majority vote (35-10)

A TRUE COPY ATTEST
TOWN CLERK


January 10, 2023

Farmington River Regional School District
Otis & Sandisfield
555 North Main Road, P.O. Box 679
Otis, MA 01253-0679
(413) 269-4466 (413) 269-7659 (Fax)

Thomas Nadolny
Principal/Superintendent
tnadolny@frrsd.org

Michael Saporito
Director of Student Services
msaporito@frrsd.org

Eric Jesner
Business Manager
ejesner@frrsd.org

March 3, 2022

Board of Selectmen
Town of Sandisfield
P.O. Box 90
Sandisfield, MA 01255

RE: Regional Agreement

Dear Selectboard Members:

According to the Regional Agreement, **SECTION VII (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."

The Secretary of the School Committee has received a proposal to amend the Regional Agreement between the towns of Otis and Sandisfield on Wednesday, March 2, 2022, at 2:59 PM. I have enclosed a copy of both documents with this letter.

1. Town of Sandisfield Citizen's Petition
2. Sandisfield Town Clerk Certification

Respectfully,

A handwritten signature in dark ink, appearing to read "Teresa DellaGiustina", written in a cursive style.

Teresa DellaGiustina

Farmington River Elementary School Committee Secretary

tld

Enclosed: Town of Sandisfield Citizen's Petition
Sandisfield Town Clerk Certification

TOWN OF SANDISFIELD CITIZEN'S PETITION

To the Secretary of the Farmington River Regional School District School Committee:

We, the undersigned registered voters of the Town of Sandisfield, submit herewith this certified petition to amend the Regional School District Agreement between the Towns of Otis, Massachusetts and Sandisfield, Massachusetts, consistent with its stipulated procedures for its amendment, by adding to that agreement the following provision:

"All motions on Committee business shall be decided by a majority vote of the quorum in attendance, unless otherwise required by law, provided that at least one Committee member from each town votes on the prevailing side of any such motion. This should apply to setting the agendas for future meetings as well."

The contact person for this petition is:

Barbara Cormier

Name

2 Norfolk Road

Street No. & Name

(860) 307-1332

Phone

Sandisfield Town Clerk Certification

Number of Sandisfield registered voters:

146

Date of most recent voter list:

February 23, 2022

Number of registered voter signatures on the petition:

90

Percentage of registered voters signing petition:

14 percent

Sandisfield Town Clerk name, signature, seal & date of certification:

A TRUE COPY ATTEST

Mary N. Kordolone

TOWN CLERK

March 2, 2022



REGIONAL SCHOOL DISTRICT AGREEMENT CHECKLIST

This checklist is provided by the Department of Elementary and Secondary Education (DESE) to assist local officials and Regional Planning Boards (RPB) in the development or amendment of a regional school district agreement under the provisions of M.G.L. Chapter 71, Section 14-16I and 603 C.M.R. 41.00. (Revised September 2022)

<u>REQUIRED AGREEMENT CONTENT AND CITATIONS</u>	<u>COMMENTS</u>
<u>General Information</u>	
<p><u>Authorization</u></p> <p>A regional school district (RSD) agreement is authorized by M.G.L. Chapter 71, Sections 14-16I and 603 C.M.R. 41.00.</p> <p>If an RSD was created, changed or otherwise impacted by an Act of the Massachusetts legislature, amendment of the RSD agreement may be contingent upon language in that Act, and, in some cases, the Act itself may require legislative amendment. The Act should be referenced in the agreement.</p>	<p><u>Example</u>: "This Agreement is entered into pursuant to Chapter 71 of the Massachusetts General Laws (M.G.L.) among the Towns of X, Y, and Z, hereinafter referred to as 'member towns.' In consideration of the mutual promises herein contained, it is hereby agreed as follows:..."</p>
<p><u>Name of the Regional School District (RSD)</u></p> <p>Include the name of the RSD or how the RSD should be officially designated.</p>	<p><u>Example</u>: The Regional School District shall be called the ABC Regional School District, hereinafter referred to as 'District'.</p>
<p><u>Member cities/towns</u></p> <p>Include the names of the member cities and towns. <i>See M.G.L. c. 71, § 14B</i></p>	<p>See Authorization example above.</p>
<p><u>Type of RSD school or schools</u></p> <p>Indicate whether the agreement is to establish an academic or vocational/technical* RSD. <i>See M.G.L. c. 71, § 14B(c)</i></p>	<p>*To establish a regional vocational/technical district, local officials must also contact DESE's Career Vocational Technical Education (CVTE) Office.</p>
<p><u>Grade configuration of the RSD</u></p> <p>Indicate specific grade ranges to be included in the RSD, including Pre-Kindergarten, if applicable.</p>	
<u>Governance</u>	
<p><u>Number, composition, method of selection, and terms of office of the members of the regional school committee (RSC)</u></p> <p><u>Include</u>:</p> <ul style="list-style-type: none"> • Number of members of the committee in total, • Composition of committee, how many from each town, unless district-wide election, with no residency requirement, • Method of selection of members (<i>see below</i>), and 	<p>Provisions should be included to address vacancies, quorum, staggering of terms, election/selection of officers and the general authority of the RSC.</p>

<ul style="list-style-type: none"> • Terms of office of the members. <p>See M.G.L. c. 71, §§ 14B (a) and 14E</p>	
<p><u>Method of selecting members of the regional school committee</u></p> <p>Include one of the following statutory options:</p> <ol style="list-style-type: none"> 1. <i>electing committee members by voters in member communities with each community's representation apportioned according to the total population,</i> 2. <i>electing members in district-wide elections to be held at the biennial state elections,</i> 3. <i>electing members with residency requirements in district-wide elections to be held at the biennial state elections,</i> 4. <i>weighing the votes of committee members according to the total population they represent, or</i> 5. <i>appointing committee members by locally elected officials such as school board members.</i> <p>See M.G.L. c. 71, § 14E</p> <p>If an RSD agreement provides for the election of members in district-wide elections at the biennial state elections <u>or</u> if any vacancy is to be so filled, the district clerk shall notify the state secretary by April fifteenth of the year of the biennial state election of that fact and also of his/her name and mailing address.</p> <p>Special legislation is required to authorize district-wide elections that are to be held at a time <u>other than the biennial state elections</u>.</p>	<p>The agreement <u>must</u> provide for one of the allowable options outlined in M.G.L. c. 71, § 14E.</p> <p>If apportioned voting (#1) or weighted voting (#4) is the method chosen, the apportionment or weight must be representative of the population served in each member town.</p> <p>If weighted voting is used, include the weight of each vote and stipulate that all RSC votes must reflect the combined weighted votes of the RSC members.</p> <p>If elected members do not immediately take office, the agreement language must address when the term starts and ends. The candidates must also be made aware of the start and end date of the term, and the ballot must so represent.</p>
<p><u>School Buildings</u></p>	
<p><u>Town or towns/Location</u></p> <p>Include the town or towns in which, or the general area within the RSD where the RSD school or schools are to be located.</p> <p>See M.G.L. c. 71, § 14B(b)</p>	<p>To avoid limiting the authority of the RSC, it is recommended that agreements include general information rather than specific street addresses and grades served in each school located within the member towns.</p>
<p><u>Lease or sale of property to regions</u></p> <p>If the RSD agreement/amendment addresses the sale, lease or license of school buildings and land by a member town to the RSC, the following statutory provisions apply:</p> <ul style="list-style-type: none"> • The RSD agreement/amendment may contain provisions authorizing any member town to sell, lease or grant a license to use any school building and any land appurtenant thereto or used in connection therewith to the RSD, and any such town may authorize such sale, lease or license accordingly, notwithstanding the provisions of section three of chapter forty or any other provisions of law to the contrary. <p><u>Regarding SALE(S), the RSD Agreement shall set forth:</u></p> <ul style="list-style-type: none"> ○ the price, ○ time or times of payment, and ○ the method by which the member towns other than the selling member town shall be assessed for such payment. <p>AND</p> <p>In no case shall payments be made which shall extend over a period in excess of twenty years.</p>	<p>The RSC <u>must</u> have general charge of the school buildings and appurtenant land. Therefore, unless the RSC owns the building(s) and appurtenant land, language must be included in the RSD agreement to address the sale, lease or license of school buildings and appurtenant land to the RSD from the member town(s).</p> <p>This provision <u>will not</u> be needed if the RSC <u>owns</u> the school building(s) and land, such as is often the case with a secondary Academic or Vocational RSD.</p>

<p><u>Regarding LEASE(S) OR LICENSE(S) TO USE, the RSD Agreement shall set forth:</u></p> <ul style="list-style-type: none"> ○ the rental or license fee, and ○ terms of payment and assessment. <p style="text-align: center;"><u>AND</u></p> <p>The lease or license to use may be for a term or <u>period not in excess of twenty years</u> and may contain provisions for the extension of the lease or license to use for an additional term or period not in excess of twenty years, at the option of the RSC.</p> <p>See M.G.L. c. 71, § 14C</p>	
<p><u>Budget Preparation and Related Matters</u></p>	
<p><u>Detailed procedure for the preparation and adoption of an annual budget</u></p> <p><i>"The regional school committee shall propose, by a <u>majority</u> vote, a budget containing all proposed operating expenditures, capital expenditures, and debt service payments to be paid from general revenues of the regional school district. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether member [town]s' assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method; and shall specify the total amounts to be assessed to the member [town]s for the support of the budget."</i></p> <p>See M.G.L. c. 71, § 16B; 603 C.M.R. 41.05(1)(a)</p>	<p>Include timelines and general content of the budget, such as major line items, definitions of operating and capital costs, and approval votes required by RSC at each stage of the budget process (e.g., majority vote for budget proposed prior to/at public hearing; 2/3 vote of the entire committee for the final budget as proposed following the public hearing).</p>
<p><u>Apportioning of costs to the members</u></p> <p>Include the method of apportioning:</p> <ul style="list-style-type: none"> • the expenses of the RSD, and • the costs of school construction, including any interest and retirement of principal of any bonds or other obligations issued by the district among the several towns comprising the district. <p>See M.G.L. c. 71, § 14B(d)</p>	<p>The method of apportioning costs pursuant to the statutory assessment (603 C.M.R. 41.01) method must be addressed in the agreement. RSC may only use an alternative assessment method (603 C.M.R. 41.01) to apportion annual assessments if there is an alternative method included in the agreement.</p> <p>If enrollment is used to determine any portion of the assessments, the term must be clearly defined. (See Definitions of Terms on Page 11.)</p>
<p><u>Budget approval</u></p> <p>Include language to reflect the process for school committee and for municipal approval of the budget.</p> <p><i>"The annual regional school district budget as adopted by a <u>two-thirds</u> vote of the regional school district committee shall require the approval of <u>two-thirds</u> of the local appropriating authorities of the member municipalities."</i></p> <p>See M.G.L. c. 71, § 16B</p>	<p><i>"The budget as adopted by the regional school committee and the member [town]'s assessment as certified by the treasurer of the regional school district, shall be placed before each local appropriating authority for its consideration. Notwithstanding provisions in the regional agreement to the contrary, approval of the budget shall require an affirmative vote of the appropriating authorities of two-thirds of the member [town]s. A vote by the local appropriating authority to appropriate the member [town]'s assessment shall constitute approval of the regional school district's budget. The use of the alternate assessment method shall require the approval of all the member [towns]; such approval may be given by a separate vote of the appropriating authority, or if a separate vote is not taken, approval of a budget or assessment based on the alternate</i></p>

	<i>method shall be deemed approval of the method." See 603 C.M.R. 41.05(2)(a)</i>
<p><u>Expected times of payments of the assessments by the member towns</u></p> <p>Include the payment schedule. The agreement must include: "...the time and manner of payment of the shares of the several towns..."</p> <p><i>See M.G.L. c. 71, § 14B(d)</i></p>	
<p><u>Method by which school transportation shall be provided</u></p> <p>Include the method by which student transportation to and from school will be provided.</p> <p><i>See M.G.L. c. 71, § 14B(e)</i></p> <p>Transportation to and from school must be provided to RSD PK-12 students, consistent with statutory requirements.</p> <p><i>See M.G.L. c. 71, § 16C; M.G.L. c. 71, § 68</i></p>	<p>There is <u>no</u> entitlement to regional transportation reimbursement if the RSD agreement does <u>not</u> state that the RSD will provide school transportation and/or if the transportation is provided by the member towns.</p>
<p><u>If transportation is to be furnished by the district, the manner in which the expenses shall be borne by the several towns</u></p> <p>Include the formula for determining each member town's share of the transportation expenses (e.g., based on miles, number of students transported, number of students attending the RSD schools, number of students from each member town and receiving public education at the member town's expense, etc.)</p> <p><i>See M.G.L. c. 71, § 14B(e)</i></p>	<p>Ensure that the formula is clear, especially if there is a reference back to the formula for apportioning operating expenses.</p>
<u>Amendment procedures, including those due to changes in RSD membership</u>	
<p><u>The method by which the agreement may be amended</u></p> <p>Include the amendment method, which should address:</p> <ul style="list-style-type: none"> • Time frame, • Who can propose an amendment and how it must be proposed, • Required approvals (RSC and member towns; majority/unanimous; etc.), • Effective date of amendment, and • Commissioner's approval. <i>(The effective date and jurisdiction may be different than approval date.)</i> <p><i>See M.G.L. c. 71, § 14B(g)</i></p>	<p>If the amendment changes the budget or assessment process, for clarity, consider addressing in what fiscal year cycle the amendment will be in effect. Member town approval of an amendment is as outlined in the agreement. The complete language of the proposed amendment (not just the substance of the amendment) must be presented to member towns for approval.</p> <p>The Commissioner must approve <u>all</u> amendments.</p>
<p><u>Terms by which any city or town may be admitted to or separated from the RSD</u></p> <p>Include the method by which a new member city or town may <u>join</u> the RSD, which should address:</p> <ul style="list-style-type: none"> • Time frame: <ul style="list-style-type: none"> ◦ When notice of admission must be provided and to whom. ◦ How long before the expected effective date. • Conditions of admission. • Required approvals (RSC and member towns; majority/unanimous; etc.) • Commissioner's approval (required). 	<p>A new member town may join an RSD as of July 1 of any fiscal year provided that all requisite approvals, including the Commissioner's approval, shall be obtained <u>no later than the preceding December 31</u>. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.</p> <p><i>See 603 C.M.R. 41.03(2)</i></p>

<p>The effective date and school committee jurisdiction may be different than the approval date or the effective date may be subsequent to the July 1 date required in DESE regulations.</p> <p>See <i>M.G.L. c. 71, § 14B(f)</i></p>	
<p><u>Terms by which any city or town may be admitted to or separated from the RSD</u></p> <p>Include the method by which a member city or town may <u>withdraw</u> from the RSD, which should address:</p> <ul style="list-style-type: none"> • Time frame: <ul style="list-style-type: none"> ◦ When notice of withdrawal must be provided and to whom. ◦ How long between provision of notice of withdrawal and earliest expected effective date. • Conditions of withdrawal. • Required approvals (RSC and member towns; majority, unanimous; etc.) • Commissioner's approval (required). <p>See <i>M.G.L. c. 71, § 14B(f)</i></p>	<p>An existing member town may withdraw from an RSD as of July 1 of any fiscal year, provided that all requisite approvals, including the Commissioner's approval, are obtained <u>no later than the preceding December 31</u>. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.</p> <p>See <i>603 C.M.R. 41.03(2)</i></p> <p>A withdrawing member town does not sign / become party to the amendment to the agreement that follows its withdrawal. Therefore, expectations for withdrawal should be included in the agreement.</p>
<p><u>Transition Period (applicable to agreements/amendments for new, expanded or enlarged RSDs)</u></p> <p>With the approval of the Commissioner, a RSD agreement/amendment <u>may</u> provide for a transition planning period to commence with the election or appointment of the RSC. Such transition planning period may extend not longer than the remainder of the fiscal year in which the RSC is elected or appointed plus one additional fiscal year. During such transition planning period, the local school committees shall continue to oversee and operate the schools in their respective towns. The RSC shall have non-operating status during this period and shall have power to hire staff, enter into contracts, and take such other actions as are needed to prepare for an orderly transition. At the end of the transition planning period, responsibility for the oversight and operation of the schools shall transfer to the RSC.</p> <p>See <i>603 C.M.R. 41.03(5)</i></p>	<p>The agreement/amendment should also define the relationship and interaction between the existing member towns' school committees and the RSC.</p>
<p><u>Any other matters, not incompatible with law, which the RSD planning board may deem advisable</u></p> <p>The RSD agreement/amendment may contain any other matters that are not incompatible with law.</p> <p>See <i>M.G.L. c. 71, § 14B(i)</i></p>	<p>See Optional Content below.</p>
<p><u>Required Approvals</u></p>	
<p><u>DESE preliminary review of draft agreement/amendment</u></p> <p>DESE policy <u>requires</u> that <u>any</u> proposed RSD agreement/amendment be reviewed by program staff and the DESE legal office before such RSD agreement/amendment is submitted to the member municipalities for approval. This is to ensure that program staff can make a positive recommendation for approval to the Commissioner following local votes. See <i>M.G.L. c. 71, § 14B</i></p>	<p>See <i>Approval by Commissioner</i> on page 6.</p>

Copies of such agreement (or amendment) shall be submitted ... to the several towns for their acceptance

"The selectmen or council of each of the several towns shall, upon receipt of the recommendation that a regional school district should be formed and of a proposed agreement therefore submitted in accordance with the provisions of sections fourteen to fourteen B, inclusive, or otherwise in the form and with the approval required by said sections, cause to be presented the question of accepting the provisions of sections sixteen to sixteen I, inclusive, and the proposed agreement or agreements. Said question shall be determined, in a town having an open town meeting, by vote with printed ballots at an annual or special town meeting to be held in either case within thirty days after receipt of such recommendation by the selectmen and, in a town having a representative town meeting or council, at an annual or special town election to be held in either case not less than thirty-five nor more than fifty days after receipt of such recommendation. The article in the warrant for such annual or special town meeting or election and the question on the printed ballots to be used at such meeting or election shall be in substantially the following form:

Shall the town accept the provisions of sections sixteen to sixteen I, inclusive, of chapter seventy-one of the General Laws providing for the establishment of a regional school district, together with the towns of_____, and_____, etc., and for construction, maintenance and operation of a regional school by said district in accordance with the provisions of a proposed agreement filed with the selectmen?"

See M.G.L. c. 71, § 15

The warrant language above is a sample and must be revised to reflect an amendment to an existing RSD agreement and/or to eliminate reference to the construction of a school, as applicable.

The effective date of the RSD agreement/amendment is subject to:

- approval of Commissioner;
- adherence to required dates in the law; and
- adherence to any pertinent dates in the RSD agreement or any pertinent dates in the votes approved by each member town at town meeting/council meeting.

For a new RSD agreement, all member towns listed in the agreement must approve.

For an amendment to an existing agreement, the requisite number of member towns must approve in accordance with the language of the existing RSD agreement.

The complete language of the RSD agreement/amendment must be provided for each member town's approval.

Approval by the Commissioner

The RSD agreement/amendment, if approved at town meeting, must be sent to DESE program staff, along with the certified votes from the requisite number of member towns and a request for Commissioner approval.

See M.G.L. c. 71, § 14B

DESE program staff may be reached in the **Office of Regional Governance** at DESE.

POSITIONS AND COMMITTEES AUTHORIZED/REQUIRED BY THE RSD LAW

Language reflecting these positions and committees is not required in the RSD agreement; however, many RSDs do address some or all of these positions and committees in their agreements.

Appointment of Officers

RSC shall choose a chair and vice chair by ballot from its membership. The vice chair shall, in the absence of the chair, exercise the powers and perform the duties of said chair.

RSC shall appoint a secretary and a treasurer who may be the same person, but who need not be members of said RSC.

Ensure that chair and vice chair are chosen by ballot.

<p><u>School Building Committee</u></p> <p>The RSC <u>may</u> appoint a school building committee which shall have such powers and duties relative to the construction, reconstruction, remodeling, repair, expansion or equipping of school buildings or facilities as the RSC determines.</p> <p><i>See M.G.L. c. 71, § 16A</i></p>	
<p><u>Warrant Subcommittee</u></p> <p>"The regional school committee may designate any one of its members for the purpose of signing payroll warrants and accounts payable warrants to allow for the release of checks; provided, however, that the member shall make available to the board, at its next meeting, a record of such actions. This provision shall not limit the responsibility of each member of the board in the event of a noncompliance with this section."</p> <p><i>See M.G.L. c. 71, § 16A</i></p>	
<p><u>Optional Content</u> <i>While not required, some RSDs address the following components in their agreements/amendments.</i></p>	
<p><u>General Authority</u></p> <p>Language may be included to acknowledge the general powers and authority of school committees and to encompass the authorities specifically granted to RSCs under M.G.L. c. 71, § 16.</p>	
<p><u>School Committee Votes</u></p> <p>Language may be included to reflect the types of votes needed for RSC approval of various matters (e.g., majority, 2/3, unanimous). However, there must be an acknowledgement in the agreement/amendment that certain actions by the RSC (e.g., budget and budget amendment) must be approved by 2/3 vote of the full RSC as required by law and regulation.</p>	
<p><u>Advisory Groups/Committees</u></p> <p>Language may be included to address the appointment/development of a representative group(s) to advise the RSC on budget, elementary curriculum or any other topic related to the RSC's duties.</p>	
<p><u>Use of School Buildings</u></p> <p>In addition to lease and sale terms (required, above, as applicable), language may be included to address the usage of school buildings by including, among other local options, provisions such as the following:</p> <ul style="list-style-type: none"> • Whether students will be served in their local town schools, • Under what conditions students may be served in other than their local town schools (i.e., emergencies, special education services), • A procedure to close a school building within a member town, including the required votes of the RSC and the member town(s), as applicable, and • A method to revert a closed school or building back to the member town. 	

<p><u>Public hearing on the budget</u></p> <p>Language may be included to address the public hearing requirements of the law.</p> <p><i>"The regional school committee shall hold a public hearing on the proposed budget and, following such hearing, shall adopt a budget by a two-thirds vote, incorporating such changes from the proposed budget as the regional school committee deems appropriate."</i> See M.G.L. c. 71, § 38N and 603 C.M.R. 41.05(1)(g)</p>	
<p><u>Requirement that RSC approve amendments to the budget</u></p> <p>Language may be included to address legal requirements for amending the budget:</p> <p><i>"(a) A regional school committee may propose with a two-thirds vote, an amendment to a previously approved budget. If such amendment results in an increase in the total amount of the budget or an increase in assessment for any member [town], such amendment shall be submitted to the local appropriating authorities for their approval. The local appropriating authority of every member [town] shall have 45 days from the date of the regional school committee's vote to meet and consider the amendment. The proposed amendment shall be effective if it is approved by two-thirds of the local appropriating authorities and by the local appropriating authority of any member [town] whose assessment is increased.</i></p> <p><i>(b) If a local appropriating authority does not vote on the proposed amendment within the 45-day period and that local appropriating authority has previously appropriated funds for its assessment in an amount greater than or equal to the member [town]'s assessment for the amended budget that member [town] shall be deemed to have approved the amended budget.</i></p> <p><i>(c) If a proposed amendment to a previously approved budget does not increase the total amount of the budget and reduces or leaves unchanged the assessment for every member [town], the amendment shall not require approval by the local appropriating authorities and shall be effective upon a two-thirds vote of the regional school committee...."</i></p> <p>See 603 C.M.R. 41.05(5)(a)-(c)</p>	<p>The addition of Excess and Deficiency (E & D) funds to the budget after the original member town approval of the budget constitutes an amendment to the budget, and the amendment process under 603 C.M.R. 41.05(5) must be followed.</p>
<p><u>Requirement that RSC approve transfers to the budget</u></p> <p>Language may be included to address legal requirements for school committee approval of line-item transfers.</p> <p><i>"Transfers from one budget line item to another shall require and be effective upon approval of the regional school committee. Such approval shall be by a majority vote of the regional school committee unless otherwise specified in the regional agreement. Authority for such transfers may not be delegated."</i></p> <p>See 603 C.M.R. 41.05(5)(f)</p>	
<p><u>Incurring of debt</u></p> <p>Language may be included to address legal requirements related to incurring debt. RSDs may incur debt pursuant to either M.G.L. c. 71, § 16(d) or 16(n).</p>	<p>Recommend that <u>all academic and vocational</u> RSD agreements/ amendments include a provision for incurring debt.</p> <p>The decision on which method to use is made by the RSC. See M.G.L. c. 71, §14D.</p>

<p><u>Provisions related to the conditions for a member town's withdrawal:</u></p> <p>Language may be included to address provisions such as:</p> <ul style="list-style-type: none"> • legal fees incurred as a result of a withdrawal, and/or • apportionment of existing and possible future liabilities, such as (1) Other Post-Employment Benefits (OPEB), (2) existing indebtedness of the district, including capital and operating debt, (3) outstanding operating costs, (4) other liabilities that arise after the withdrawing member town has withdrawn, but date back to when it was a member town, • legal fees, and/or • return of building(s) to the member town. 	
<p><u>Rights of School Employees in Regional School Districts</u></p> <p>Language may be included to address employment of personnel in a newly formed or expanded RSD. Language addressing employee rights need not be included in the RSD agreement, but local officials may want to include language to clarify the obligation to staff, formerly employed by a member school committee in accordance with law.</p> <p><i>See M.G.L. c. 71, § 42B</i></p>	
<p><u>Provision for the periodic review of the RSD agreement</u></p> <p>Language may be included to address the periodic review of the RSD agreement to ensure:</p> <ul style="list-style-type: none"> • compliance with changes in local, state or federal law or regulation, • compliance with one person, one vote requirements, and • agreement and compliance with changes in local, state, federal or RSD policy. 	
<p><u>Termination of Regional Agreement</u></p> <p>Language may be included to address the termination of the RSD.</p>	<p>Withdrawal of a town in a two-town district results in termination of the RSD. This could also be addressed in the required withdrawal provisions of the RSD agreement.</p>
<p><u>Signatures</u></p> <p>The Commissioner's name under a signature line and a date line for the Commissioner, indicating the Commissioner's approval and date of approval of the RSD agreement/amendment, <u>may</u> be provided, if desired, for full amendments that change the entire agreement.</p> <p>Names, signature lines and date lines for representatives of the school committee, planning board and other local officials, <u>may</u> be provided. The signature lines, if included, must clearly be part of the Agreement, bearing the same heading and continuing page numbering.</p>	<p>Program staff would not recommend the Commissioner sign an amendment that only partially changes the agreement unless all other sections of the existing agreement have been reviewed by DESE to ensure current compliance with all areas of RSD law and regulation.</p>

TIPS: REVIEW OF RSD AGREEMENT

References within the agreement

Ensure that all references to M.G.L., 603 C.M.R. 41.00, and references to other sections of the agreement/amendment are correct.

Table of contents

Ensure that the table of contents, if any, matches the content of the agreement.

Abbreviations

Ensure that any abbreviations that are used in the agreement/amendment are first spelled out, with the abbreviation following the first instance in parentheses. (For example, "Department of Elementary and Secondary Education (DESE).")

Terms used to refer to subjects later mentioned in the agreement

To the extent there are any references to terms that are otherwise explained in full in the agreement, ensure that there is acknowledgment as to what the terms mean before the terms are used (e.g., "The Commissioner of Elementary and Secondary Education, herein, 'the Commissioner'"; "the towns of Alpha, Beta and Delta, herein 'the member towns'".)

Consistent use of terms

Be consistent in use of terms. For example, where "member" is used to refer to a school committee member, do not then use the term for "member town."

Definitions of terms

Where the RSD agreement/amendment references terms that are open to interpretation, it is recommended that these terms be clearly defined. For example, if enrollment is used to determine any portion of the assessments, the term must be clearly defined (e.g., based on number of students from each member town attending the RSD schools, foundation enrollment, annual or rolling average or the number of students under the financial responsibility of each member town, etc.)

Page numbers

It is helpful to include page numbers in the agreement.

Outline format

Check outline format.

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 Election, the Town 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 161, 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