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**AGREEMENT BETWEEN THE TOWNS OF  
OTIS AND SANDISFIELD, MASSACHUSETTS**

**WITH RESPECT TO THE  
FARMINGTON RIVER REGIONAL SCHOOL DISTRICT**

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DESE Review Copy 9/25/2024

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This Farmington River Regional School District (the District) Regional District Agreement (RDA) is entered into pursuant to Chapter 71 of the General Laws of Massachusetts (M.G.L.), as amended, between the Towns of Otis and Sandisfield (hereinafter sometimes referred to as the member towns). This Agreement supersedes in its entirety the Agreement between the member towns forming the Farmington River Regional School District originally dated January 1, 1992. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

## **SECTION I – TYPE OF REGIONAL SCHOOL DISTRICT.**

***RAAC Approved: 6/20/2024***

***School Committee Modified & Approved: 9/9/2024***

The District shall provide for the public school education of all pupils in grades kindergarten through twelve who reside within the District and shall operate an integrated early childhood program enrolling students aged 3 and 4 who require early intervention services. The integrated early childhood program shall also enroll district residents aged 3 and 4 who do not require intervention services, free of charge, as space permits. The District shall maintain and operate a school for school-age students residing in the Member Towns for pupils in grades pre-kindergarten through grade six. The Committee shall have the right to expand or contract available grade levels at the district school. The district shall provide tuition for pupils in grades seven through twelve to attend a secondary school or schools outside the District. For grade levels up to grade 12 not offered at the District-operated school(s), a tuition agreement will be established with participating District(s) and tuition paid for through the District budget, excluding vocational training otherwise paid by towns.

## **SECTION II – THE REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE.**

***RAAC Approved: 6/20/2024***

***School Committee Modified & Approved: 9/9/2024***

(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, with each town's representation apportioned according to the total population.

(B) **Election of Members.**

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

(C) School Committee Composition 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 a change is required in to the apportionment of committee members and implement that change to ensure compliance with requirements of the United States Constitution under the so-called one person-one vote principle.

(D) Vacancies.

Any vacancy in the membership of the Committee shall be filled within 3 subsequent school committee meetings by appointment of the Select Board of the Member Town concerned for the remainder of the unexpired term.

(E) Organization.

Following each annual election, the Committee shall organize and choose by vote a chairperson and a vice chairperson from its own membership; 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.

(F) Powers and Duties.

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and 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.

(G) Quorum.

A quorum of the School Committee shall consist of a simple majority of the members. However, the quorum cannot deliberate unless there is one member present from each town.

**SECTION III – LOCATION OF REGIONAL DISTRICT SCHOOLS.**

***RAAC Reviewed/Approved: 6/20/2024***

***School Committee Modified & Approved: 9/9/2024***

(A) Location.

Any schools constructed by the District shall be located at a site or sites within the District as shall be determined by the Committee.

## **SECTION IV – APPORTIONMENT OF EXPENSE BETWEEN MEMBER TOWNS.**

### ***School Committee Modified & Approved on 9/23/2024***

In apportioning expense to the Member Towns, the district shall apportion three categories of costs as follows:

(A) **Capital Cost Apportionment.**

The district capital costs will be apportioned to each member town by multiplying the district capital costs to be apportioned by the member town Equalized Valuation Fraction (EVF).

The town Equalized Valuation used shall be the same used by DESE in their determination of Chapter 70 Aid for the fiscal year under consideration. The town Equalized Value Fraction (**EVF**) is determined by dividing the town equalized valuation by the sum of the member town equalized valuation.

Capital expenses are defined as expenditures for purchase of durable goods, vehicles, land, buildings, building components etc. with a value greater than \$5,000.

(B) **Transportation Cost Apportionment.**

The district transportation costs will be apportioned to each member town by multiplying the district transportation costs to be apportioned by the member town Required Local Minimum Contribution Fraction.

The town Required Local Minimum Contribution (**RLMC**) used shall be the same as determined by DESE for the fiscal year under consideration. The town Required Local Minimum Contribution Fraction (**RLMCF**) is determined by dividing the town RLMC by the sum of the member towns RLMC.

Appropriation of transportation cost shall include expenditures for Pupil Transportation Services for pupils transported to and from school, regardless of distance, after deducting regional transportation aid and/or other revenues.

(C) **Adjusted Operating Cost Apportionment.**

All other school expenses not including transportation and capital costs, after deducting Chapter 70 aid, Excess and Deficiency offsets, applied school choice or other revenue, shall be apportioned to the towns through the following steps:

1. The adjusted operating costs will be apportioned to each member town by first **determining the sum of all member towns required local minimum contribution (RLMC)**.
2. If this sum of member towns RLMC is **greater than** the district adjusted operating costs, each town is apportioned their RLMC, and the district **must increase** their adjusted operating cost budget so that the district adjusted operating costs to be apportioned equals the sum of the member town RLMC.

3. If the sum of all member towns RLMC is **less than** the district adjusted operating costs, the district adjusted operating costs will be apportioned to each member town by first subtracting the sum of the member town RLMC from the adjusted operating costs to be apportioned following the statutory method.
4. The **remaining adjusted operating costs** will then be preliminarily apportioned between the towns using the required local minimum contribution fraction (RLMCF).
5. Next, each town's **RLMC** and **each town's share of the remaining adjusted operating costs** are added.
6. For each town, these sums (the preliminary adjusted operating assessments) **are calculated as a percent of the town's Combined Effort Yield (CEY).**

The town **Combined Effort Yield (CEY)** is a state-derived measure used in the Chapter 70 school funding calculation. CEY considers property values and resident income to determine a municipality's target local share of education costs.

The CEY data used for this step shall be the same used by DESE for Chapter 70 aid calculation for the fiscal year under consideration.

7. If the difference between the percent of CEY calculated in Step 6 is less than or equal to 20 percentage points, no changes are made to the remaining adjusted operating costs apportioned to the towns.
8. **If the difference between the percent of CEY calculated in Step 6 exceeds 20 percentage points**, the preliminary increments are adjusted down for the town with the higher % percent of CEY, while adjusting upward by the same amount the other town's preliminary increment, until the % percent of CEY of **the town with the higher percent of CEY** is greater than that for **the town with the lower percent of CEY** by exactly *20 percentage points*.
9. If this results in the assessment of the **town with the higher percent of CEY dropping below its RLMC**, then that member town's increment is set to the RLMC, and the increment of the other member town is the full **remaining adjusted operating cost**.

## **SECTION V – BUDGET.**

***RAAC Reviewed & Approved: 6/20/2024***

***School Committee Modified & Approved: 9/9/2024***

### **(A) Tentative Maintenance and Operating Budget.**

The Committee shall in each year prepare a tentative operating and maintenance budget for the next fiscal year for the period of July 1 to June 30, 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, including but not limited to:

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 the 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.

(B) Final Maintenance and Operating Budget.

Following the public hearing on the tentative budget, the Committee may make any such modifications to its proposed budget as it may deem necessary or desirable.

The Committee shall adopt an annual maintenance and operating budget by a two-thirds vote of all of its members for the ensuing fiscal year (M.G.L. c. 71, § 16B) not later than forty-five days prior to the earliest date on which the business session of the annual town meeting in any member town is to be held, (M.G.L. c. 71 § 16 (m)) but in no event later than a date required by applicable Massachusetts Laws and Regulations, provided that said budget need not be adopted earlier than February 1.

Said annual maintenance and operating budget shall include debt and interest and any other capital costs, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Sections IVA, IVB and IVC. The amounts so apportioned to each member town shall be certified by the District Treasurer to the treasurers of the member towns within thirty days from the date on which the annual maintenance and operating budget is adopted by the Committee, and each member town shall call a vote, at the next annual town meeting, to appropriate the amounts so certified to it. The District budget, as adopted by a vote of the Committee, is subject to both member towns voting to approve the budget (MGL Ch 71, § 16B). If a budget is not approved by the member towns, the District shall follow the process to approve a final budget as stated in M.G.L. Chapter 71, Section 16B, as amended.



## **SECTION VI – TRANSPORTATION.**

*RAAC Reviewed & Approved: 6/20/2024*

*School Committee Modified & Approved: 9/9/2024*

Transportation to and from school shall be provided by the District to enrolled K-12 students in accordance with Massachusetts General Law and School Committee policy.

## **SECTION VII – AMENDMENTS.**

*RAAC Reviewed*

*School Committee Modified & Approved: 9/9/2024*

(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.

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 Member Town 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.

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 and approval by the Commissioner of the Department of Elementary and Secondary Education.

## **SECTION VIII – ADMISSION OF ADDITIONAL TOWNS.**

### ***School Committee Modified & Approved: 9/23/24***

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. Addition of member towns shall require approval of the Commissioner by December 31st for amendment to be in effect by July 1.

## **SECTION IX – WITHDRAWAL/TERMINATION.**

### ***RAAC Reviewed/Drafted***

### ***School Committee Modified & Approved: 9/23/2024***

#### **(A) Limitations and Provisions.**

The withdrawal of a Member Town from the District may be affected 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. As the complete withdrawal (all grades) of one Member Town from the two-town district would represent the dissolution of the regional school district, terms would minimally include the following:

1. The Committee must request a Needs Conference with the Department of Elementary and Secondary Education. (603 CMR 41.02 (1))
2. The regional agreement must be amended and receive positive votes of both towns and approval of the Commissioner.
3. Terms shall include a plan for how assets and liabilities will be divided between the two Member Towns.
4. Towns 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; unless other terms are provided in the plan above.

5. Both towns must propose to the Commissioner of Education a long-range educational plan for the school-age residents of the town. Such plans would require Commissioner approval prior by December 1 of the year preceding the withdrawal.
6. A timeline will be proposed identifying the effective date of withdrawal. All approvals, including the commissioner's approval of long-range plans, must occur by December 31 for amendment to be in effect the following July 1. (See 603 CMS 41.03(2)(a)).
7. New School Committees shall be established in each town and if a town intends to operate its own school district, a superintendent will need to be appointed.

(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.

Upon the effective date of dissolution, the terms of office of all members serving on the Committee shall terminate. The Committee may appoint a committee, comprised of representatives of Member Towns, to execute the terms and oversee matters related to transition.

(D) Payments of Certain Capital Costs.

Money received by the District from the member towns for payment of funded indebtedness or interest thereon, post-employment benefits and other liabilities 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.**

### ***School Committee Modified & Approved: 9/23/2024***

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 M.G.L. Chapter 71, Section 16(d).

## **SECTION XI – ADMISSION OF PUPILS RESIDING OUTSIDE THE DISTRICT.**

***School Committee Modified Approved: 9/23/2024***

The Committee may accept for enrollment in the District school, 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 – TRANSITION.**

***School Committee Modified & Approved: 9/23/2024***

This agreement shall take full effect in accordance with its terms upon the affirmative votes of the member towns at town meetings held in each town and following approval of the Commissioner.

## **SECTION XIII – PERIODIC REVIEW.**

***School Committee Modified & Approved: 9/23/2024***

This agreement shall be reviewed by the School Committee every five years or sooner as necessitated by circumstances or statute. Any town that is a party to this agreement may request an interim review.

The review of the agreement shall consider possible amendments to include, but not be limited to, consideration of the following:

- Compliance with changes in local, state, or federal laws
- Apportionment of all costs and the effect on district sustainability