

TOWN OF OTIS
BOARD OF SELECTMEN ♦ BOARD OF HEALTH
Town Hall, One North Main Road, P.O. Box 237
Otis, Massachusetts 01253-0237
(413) 269-0100 ♦ Fax (413) 269-0104

Berkshire SS:

To the Constable of the Town of Otis in the County of Berkshire,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are required to notify and warn the inhabitants of said Town qualified to vote in Town Affairs to meet at the Otis Town Hall, One North Main Road, on Tuesday, March 25, 2025, at 7:00 p.m. then and there to act upon the following articles, namely:

ARTICLE 1: FRRSD Agreement Amendments

To see if Town will vote to approve the proposed amendments (Exhibit A) to the Farmington River Regional School District Agreement, or take any other action thereon.

Respectfully submitted:

The Board of Selectmen

Gary Thomas, Chair

Larry Southard

Therese Gould

Approved by the Finance Board

Jim Crandall, Chair

Therese Gould

Lisa D'Orazio

I have this day posted three true attest copies in three designated places in the Town of Otis.

Constable

Date

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

**CONCERNING THE
FARMINGTON RIVER REGIONAL SCHOOL DISTRICT**

DESE Submission Copy 1/3/2025

Passed DESE Review and DESE Legal Review 1/14/2025

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This Farmington River Regional School District Regional District Agreement (the Agreement) 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 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 (Regional Agreement Advisory Committee) Approved: 6/20/2024

School Committee Modified & Approved: 9/9/2024

The Farmington River Regional School District (hereinafter “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 three to five who require early intervention services. The integrated early childhood program shall also enroll District residents aged three to five 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 Farmington River Regional School District Committee (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, a tuition agreement will be established with the participating district(s), and tuition will be paid through the District budget, excluding vocational/technical school tuition and transportation costs otherwise paid by the Member 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 committee, hereinafter referred to as the Committee. Upon this Agreement having been approved by the Member Towns and the Commissioner of Elementary and Secondary Education (Commissioner) and following the conclusion of terms of one member from each Member Town (May 2025), the Committee shall consist of five members, with each Member Town’s representation apportioned according to the total population determined by the federal census. Consistent with the 2020 federal

census, Otis shall be initially represented by three members, and two members shall represent Sandisfield to satisfy the federal "one person, one vote" requirement.

B. Election of Members

At subsequent Annual Town Elections in which a term of a member expires, his or her successor shall be elected for a three-year term except for the 2027 elections, for which two members will be chosen for Otis, one member for a one-year term, and the other for a three-year term to achieve staggered elections in each Member Town in subsequent years.

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 to the apportionment of the Committee and, if indicated, shall propose an amendment to ensure compliance with requirements of the United States Constitution under the federal "one person, one vote" principle.

D. Vacancies.

Any vacancy in membership of the Committee shall be filled within three subsequent 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 ballot a chairperson and a vice chairperson from its 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, provide for the calling of special meetings, and may establish subcommittees.

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 14 to 16I inclusive, of Chapter 71 of the Massachusetts 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 Committee shall consist of a simple majority of the members. However, the quorum cannot deliberate unless one member is present from each Member 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 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 and Debt Apportionment.

District capital costs and debt repayment will be apportioned to each Member Town by multiplying the District capital costs and debt to be apportioned by the Member Town Equalized Valuation Fraction (**EVF**).

The town's equalized valuation shall be the same as that used by the Department of Elementary and Secondary Education (DESE) in determining Chapter 70 Aid for the fiscal year under consideration. The Member Town **EVF** is determined by dividing the Member Town equalized valuation by the sum of the Member Towns equalized valuations.

Capital expenses are defined as expenditures for the purchase of durable goods, vehicles, land, buildings, building components (new construction or renovation), etc., with a unit value greater than \$5,000 and a duration of more than one year.

B. Transportation Cost Apportionment.

District transportation costs will be apportioned to each Member Town by multiplying the District transportation costs to be apportioned by the Member Town's Required Minimum Local Contribution Fraction. (**RMLCF**)

The Required Local Minimum Contribution (**RMLC**) used shall be the same as determined by DESE for the fiscal year under consideration. The Member Town's **RMLCF** is determined by dividing the Member Town's RMLC by the sum of the Member Towns' RMLCs.

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

C. Adjusted Operating Cost Apportionment.

All other school expenses, not including transportation and capital/debt costs, after deducting Chapter 70 aid or other General Fund revenue, shall be apportioned to the Member 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 minimum local contribution (RMLC).**
2. If this sum of Member Towns RMLC is **greater than** the District adjusted operating costs, each Member Town is apportioned their RMLC, and the District **must increase** its adjusted operating cost budget so that the District adjusted operating costs to be apportioned equals the sum of the Member Town RMLC.
3. If the sum of Member Town RMLC 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 RMLC 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 Member Towns using the required minimum local contribution fraction (RMLCF).
5. Next, each town's **RMLC** and **each Member Town's share of the remaining adjusted operating costs** are added.
6. The sum of each Member Town's RMLC and remaining adjusted operating costs (the preliminary adjusted operating assessments) **are calculated as a percent of the Member Town's Combined Effort Yield (CEY).**

The Member 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 percents of CEY calculated in Step 6 exceeds 20 percentage points**, the remaining adjusted operating assessment is adjusted down for the Member Town with the higher percent of CEY, while adjusting upward by the same increment the remaining adjusted operating assessment of the other Member Town until the percent of CEY of **the Member Town with the higher percent of CEY** is greater than that for **the Member Town with the lower percent of CEY** by exactly *20 percentage points*.

9. If this results in the assessment of the **Member Town with the higher percent of CEY dropping below its RMLC**, then that Member Town's increment is set to the RMLC, and the increment of the other Member Town is the entire **remaining adjusted operating cost**.

D. Payment Schedule of Member Towns

Member Towns shall be assessed 10 times during the fiscal year, on a monthly basis, beginning in July and ending in April.

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 Committee adopts the final budget. 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 modify 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 before 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 capital and debt costs, transportation costs, and adjusted operating costs, and the Committee shall apportion the amounts necessary to be raised 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 the Committee adopts the annual maintenance and operating budget. 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 the Member Towns do not approve a budget, 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

The District shall provide transportation to and from school to enrolled K-12 students following Massachusetts General Law and Committee policy. Students aged three, four and five enrolled in the integrated early childhood program who are identified as requiring early intervention services shall be eligible for District provided transportation services.

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 evidence 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 special town meeting called for the purpose an article stating the proposal.

Such amendment shall take effect upon its acceptance by the Member Towns, acceptance by each town to be by majority vote at a town meeting, and approval by the Commissioner.

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 outlined in such amendment. The addition of Member Towns shall require approval of the Commissioner by December 31st.

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 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 and this Agreement, 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 Agreement must be amended and receive positive votes of both Member Towns and approval of the Commissioner.
3. The Committee shall propose a plan for dividing assets and liabilities between the two Member Towns. This plan shall be the basis of a separate agreement between the Member Towns that shall prescribe all future responsibilities for liabilities such as, but not limited to, post-employment benefits obligated by the District and the ownership or liquidation of assets.
4. Member Towns shall remain liable to the District for their 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 Member Towns must propose to the Commissioner a long-range educational plan for the school-age residents of the town. Such plans would require Commissioner approval prior to December 1 of the year preceding the withdrawal.
6. A timeline will be proposed to identify the effective date of withdrawal. All approvals, including the approval of long-range plans, approval of withdrawal/termination by both Member Towns, and the approval of the Commissioner, must occur by December 31 for the withdrawal and termination to be in effect the following July 1. (See 603 CMS 41.03(2)(a)).
7. New School Committees shall be established in each Member Town. A superintendent must be appointed if a town intends to operate its own school district.

B. 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.

C. Payments of Certain Capital and Other Costs.

Any 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

The Committee, by majority vote, shall use the process as outlined in Chapter 71, Section 16(d) 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 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 pupils from towns other than the Member Towns for enrollment in the District school 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 receipt, 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 Member Town and following approval of the Commissioner.

SECTION XIII – PERIODIC REVIEW.

School Committee Modified & Approved: 9/23/2024

The Committee shall review this Agreement every five years or sooner as necessitated by circumstances or statute. Either Member Town 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

APPROVED BY:

_____	_____	_____	_____
School Committee Member	Date	School Committee Member	Date
_____	_____	_____	_____
School Committee Member	Date	School Committee Member	Date
_____	_____	_____	_____
School Committee Member	Date	School Committee Member	Date
_____	_____		
School Committee Member	Date		

School Committee
Farmington River Regional School District

Approved by Town of Otis _____ (date)
Approved by Town of Sandisfield _____ (date)

_____	_____
Commissioner	Date
Massachusetts Department of Elementary and Secondary Education	