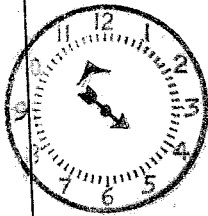


Blackstone Valley Vocational Regional School District Committee

Legal Agreement	<p>AGREEMENT BETWEEN THE TOWNS OF BELLINGHAM, BLACKSTONE, DOUGLAS, GRAFTON, HOPEDALE, MENDON, MILFORD, MILLBURY, MILLVILLE, NORTHBRIDGE, SUTTON, UXBRIDGE AND UPTON, MASSACHUSETTS WITH RESPECT TO THE ESTABLISHMENT OF A REGIONAL VOCATIONAL HIGH SCHOOL DISTRICT.¹</p>	101
Preamble	<p>This agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Bellingham, Blackstone, Douglas, Grafton, Hopedale, Mendon, Milford, Millville, Northbridge, Sutton, Uxbridge and Upton, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:</p>	
<p>SECTION I. THE REGIONAL DISTRICT SCHOOL COMMITTEE</p>	<p>(A) <u>Composition</u> The Regional District School Committee, hereinafter sometimes referred to as the committee, shall consist of thirteen members, one from each of the member towns of Bellingham, Blackstone, Douglas, Grafton, Hopedale, Mendon, Milford, Millville, Millbury, Northbridge, Sutton, Uxbridge and Upton, Massachusetts. Except as otherwise provided in subsection I (B), members shall be elected at the biennial state elections in 1990, and in every fourth year thereafter, members of the Regional District School Committee shall be elected by the voters in the District. All members shall serve until their respective successors are elected and qualified.^{1 & 6}</p> <p>(B) <u>Initial Committee</u> Within ten days after the establishment of the Regional School District, the moderator of each member town shall appoint one member to serve on the committee who shall have been a member of the regional school district planning board which submitted this agreement if such a person is available and willing to serve. Within ten days after the admission of the Town of Millbury shall be effective, the moderator of said Town shall appoint one member to serve on the Committee. The members so appointed by the moderator shall serve until their respective successors are elected as provided in subsection I (C) and qualified.¹</p> <p>(C) <u>Elected Members</u> At the biennial state elections in 1990, and in every fourth year thereafter, members of the Blackstone Valley Regional School District Committee shall be elected by the voters in said District. The terms of such members shall commence on the third day of January following their election. If a member town of the District shall not have a candidate on the ballot for any such election, then a member from said town shall be appointed in accordance with Paragraph (D) of Section I of this Agreement.⁶</p>	

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(D) Vacancies

If a vacancy occurs among the elected members or among those appointed by the moderators of the member towns pursuant to sub-section I (B), the selectmen and the local school committee members from the town concerned, acting jointly, shall appoint a member to serve until the next annual town election, at which annual election a successor shall be elected to serve for the balance of the unexpired term, if any.

(E) Organization

Promptly upon the appointment and qualification of the initial members and on the first regular meeting night in January of each year thereafter, the Committee shall organize and choose by ballot a chairman from among its own membership. At the same meeting, or at any other meeting, the Committee shall 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 terms of office of its officers (except the chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.^{2 & 6}

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

The quorum for the transaction of business shall be a majority of the Committee, but a number less than the majority may adjourn.

SECTION II.

LOCATION OF
THE REGIONAL
DISTRICT SCHOOL

The regional-district school shall be located within the geographical limits of the District and within a radius of five miles from the Linwood Bridge of Northbridge.

SECTION III.

TYPE OF
REGIONAL
DISTRICT SCHOOL

The regional district school shall be a boys and girls vocational high school consisting of grades nine through twelve, inclusive. The Committee is hereby authorized to establish and maintain such kinds of education acting as trustees therefor, as may be provided by towns under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto, or depended thereon.³

SECTION IV.

APPORTIONMENT
AND PAYMENT OF
COSTS INCURRED
BY THE DISTRICT

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories; capital costs and 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 and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of 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), but including interest on temporary notes issued by the District in anticipation of revenue.

(D) Apportionment of Capital Costs

Capital costs shall be apportioned annually in December for the ensuing year as follows:

(1)

Each member town's share of the capital costs incurred in connection with the construction, equipping and placing in operation of the initial district school building, including the payment of principal of and interest on bonds, notes or other obligations of the District to finance such capital costs, shall be determined by computing the ratio which the sum of its public school pupil enrollments in grades nine through twelve, inclusive, on October 1 of the three years next preceding the year in which the Committee votes to authorize the incurring of such capital costs bears to the sum of the public school pupil enrollments in grades nine through twelve, inclusive, of all the member towns on October 1 of the same three years; and in the case of capital costs consisting of the payment of principal of and interest on bonds, notes or other obligations issued by the District, the ratio shall not be changed during the period in which such bonds, notes or other obligations are outstanding, except as provided in subsection VII (A). For the purpose of this clause (1) of this subsection IV (D) public school pupil enrollments shall be defined as the number of pupils in grades nine through twelve, inclusive, residing in each member town and receiving education at such town's expense.³

(2)

Each member town's share of the capital costs other than those apportioned pursuant to clause (1) of this subsection IV (D), whether or not incurred in connection with the construction of an addition to or the reconstruction, replacement, remodeling or making of extraordinary repairs to said initial school building, shall be determined by computing the ratio which the sum of its pupil enrollments in the regional district school on October 1 of the three years next preceding the year in which the Committee votes to authorize the incurring of such capital costs bears to

the sum of the pupil enrollments of all the member towns in the regional district school on October 1 of the same three years, and in the case of capital costs consisting of the payment of the principal of and interest on bonds, notes or other obligations issued by the District the ratio shall not be changed during the period in which such bonds, notes or other obligations are outstanding, except as provided in subsection VII (A). In the event that there is no pupil enrollment in the regional district school on October 1 of any year, the enrollment in grades nine through twelve, inclusive, of pupils residing in each member town and receiving education at such town's expense on October 1 of that year shall be used in its stead.

(E) Apportionment of Operating Costs

Operating costs for the first calendar year next following the establishment of the regional school district and for every calendar year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the regional district school on October 1 of the year next preceding the year for which the apportionment is determined bears to the total pupil enrollment from all the member towns in the regional district school on the same date. In the event that enrollment in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of the number of pupils in grades nine through twelve residing in each member town on October 1 of that year and receiving education at such town's expense.

(F) Times of Payment of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection V(C), of the capital and operating costs. Except as otherwise provided in subsection V (A) the annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

August 1	25%
November 1	50%
February 1	75%
May 1	100% ⁴

SECTION V.

BUDGET

(A) Initial Budget

Within sixty days after the initial regional district school committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee of each member town, or if there is no finance or advisory committee in a member town, to the chairman of the board of selectmen, for its consideration. A budget shall be adopted not earlier than fourteen days but within twenty-one days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned among the member towns according to the provisions of Section IV herein. The regional district treasurer shall certify to the treasurer of each member town its respective share of said budget. The sums thus certified shall be payable by

each member town to the regional district school committee but only from funds which may be or may have been appropriated by each member town for such purpose.

(B) Tentative Operating and Maintenance Budget

Thereafter, the Committee shall annually prepare a tentative operating and maintenance budget for the ensuing calendar year, attaching thereto provision for any installment of principal or interest to become due in such year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The said Committee shall mail a copy thereof to the chairman of the board of selectmen and the finance or advisory committee, if any, of each member town on or before November fifteenth, itemized as follows or in such further detail as the regional district school committee may deem advisable:

1. General control.
2. Expenses of instruction.
3. Operation of plant.
4. Maintenance of plant.
5. Auxiliary agencies.
6. Outlay.
7. Cost of transportation.
8. Special charges.
9. Debt service.
10. Miscellaneous.

(C) Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current capital costs as separate items, on or before December 1 for the ensuing calendar year, 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 subsections IV (D) and IV (E). The amounts so apportioned to each member town shall, prior to December 31 of each year preceding the calendar year to which said budget relates, be certified by the district treasurer to the treasurer of such member town, and each such town shall, at the next annual town meeting, appropriate the amounts so certified.

SECTION VI.
TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member towns as an operating cost.

SECTION VII.
AMENDMENTS

(A) Limitation

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 bonds or notes of the District then outstanding and of interest thereon.

(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 10 percent of the registered voters of any one of the member towns. In the latter case, said 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 board of selectmen 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 selectmen 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 the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VIII.
ADMISSION

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 regional school 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.

(B) Procedure

The clerk of the 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 limitation contained in subsection VII (A). The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each member town that the Committee has drawn up an amendment to the agreement providing for

	<p>the withdrawal of a member town (enclosing a copy of such amendment). The selectmen of each member town shall include in the warrant for the next annual town meeting, (provided the warrant has not first been closed) 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 of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.</p> <p>(C) <u>Cessation of Term of Office of Withdrawing Town's Member</u></p> <p>Upon the effective date of withdrawal the term of office of the member serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.</p> <p>(D) <u>Payments of Certain Capital Costs Made by a Withdrawing Town</u></p> <p>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 \$5,000,000.</p>
<p><u>SECTION X.</u> TUITION STUDENTS</p>	<p>The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under subsection IV (E) to the member towns.</p>
<p><u>SECTION XI.</u> INCURRING OF DEBT</p>	<p>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 said Committee shall cause written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, to be given to the board of selectmen of each member town in accordance with Chapter 71, Section (d) of the General Laws. Approval for incurring debt must be by two-thirds vote of member towns of the school district.⁵</p>
<p><u>SECTION XII.</u> ADVISORY COMMITTEE</p>	<p>The regional district school committee may, to assist it in the construction of any regional school building, appoint a building committee to advise it with respect to plans, specifications, appointment of architects, engineers, the awarding of contracts, the supervision of construction, and any other assistance which the regional district school committee may desire. The members of any such committee shall serve in an advisory capacity only and without compensation.</p>
<p><u>SECTION XIII.</u> ANNUAL REPORT</p>	<p>The Committee shall submit on or before January 31 of each year, an annual report to each of the member towns containing a detailed financial statement for the prior year and the budget for the then current year including in each case a statement showing the method by which the annual charges assessed against each member town were computed, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary or appropriate by the Committee. The Committee shall also furnish upon request any additional financial information as may be deemed necessary by the selectmen of any member town.</p>

<p>SECTION XIV. ADMISSION OF THE TOWN OF MILLBURY</p>	<p>(A) Admission of the Town of Millbury shall be effective (1) upon acceptance by said Town of this Agreement, as amended by this Amendment Number One (there being no other amendments thereto), (2) upon acceptance of said Amendment Number One by each of the towns of Bellingham, Blackstone, Douglas, Grafton, Hopedale, Mendon, Milford, Millville, Northbridge, Sutton, Uxbridge and Upton, in accordance with the provisions of Sections VII and VIII, and (3) upon appropriation by the Town of Millbury and payment to the District Treasurer by the Treasurer of said Town of the sum of \$5,406.25, which sum shall be certified by the District Treasurer to the Treasurer of said Town as its share of the initial capital costs of the District, said share having been determined in accordance with the provisions of subsection IV (D) (1) of this Agreement.</p> <p>(B) Upon admission of the Town of Millbury as aforesaid, each member town's share of the capital and operating costs of the District, including the share of the Town of Millbury, shall be apportioned in accordance with the provisions of Section IV.¹</p>												
<p>Dates of amendments and changes</p>	<p>¹Amendment Number 1, effective April 1, 1964, signed by:</p> <table border="0"> <tr> <td>James S. Mullaney</td> <td>Roland C. Hallen</td> </tr> <tr> <td>Matthew C. Krajewski</td> <td>J. Gerard Sweeney</td> </tr> <tr> <td>Charles E. Burnham</td> <td>Edward S. Henderson</td> </tr> <tr> <td>Herman Buma</td> <td>Charles W. Haley</td> </tr> <tr> <td>Nelson H. Morin</td> <td>James E. Kellett</td> </tr> <tr> <td>Clarence Gagne</td> <td>Francis W. Silun</td> </tr> </table> <p>²Amendment Number 2 approved by member towns between October 23, 1967 and March 18, 1968.</p> <p>³Amendment Number 3, approved by member towns between October 16, 1974 and January 27, 1975.</p> <p>⁴Amendment to SECTION IV, approved by vote of the School Committee on January 18, 1973, as authorized by Chapter 1025 of the Acts of 1973.</p> <p>⁵SECTION XI, amended by Chapter 33 of the Acts of 1974. Dates of Original Agreement.</p> <p>⁶Amendment Number 6 approved by member towns between February 2, 1989 and June 6, 1989.</p>	James S. Mullaney	Roland C. Hallen	Matthew C. Krajewski	J. Gerard Sweeney	Charles E. Burnham	Edward S. Henderson	Herman Buma	Charles W. Haley	Nelson H. Morin	James E. Kellett	Clarence Gagne	Francis W. Silun
James S. Mullaney	Roland C. Hallen												
Matthew C. Krajewski	J. Gerard Sweeney												
Charles E. Burnham	Edward S. Henderson												
Herman Buma	Charles W. Haley												
Nelson H. Morin	James E. Kellett												
Clarence Gagne	Francis W. Silun												
<p>Dates of original agreement</p>	<p>Executed by Regional School District Planning Board on October 4, 1962 and approved by the Commissioner of Education, Massachusetts Department of Education, November 1, 1962.</p> <p>(Copy of signature page follows.)</p>												

IN WITNESS WHEREOF, this agreement has been executed as
of the fourth day of October, 1962

REGIONAL SCHOOL DISTRICT PLANNING BOARD

BELLINGHAM, BLACKSTONE, DOUGLAS, GRAFTON,
HOPEDALE, MENDON, MILFORD, MILLVILLE,
NORTHBRIDGE, SUTTON, UXERIDIE AND UPTON

<u>John B. Baker</u>	<u>W. A. Clark</u>	<u>James E. Hunt</u>
<u>J. Edward Swain</u>	<u>Louise M. Kerson</u>	<u>Edward R. Pitman</u>
<u>D. W. Rogers</u>	<u>Henry S. Brantford</u>	<u>William F. Poch</u>
<u>J. H. Traver</u>	<u>John S. Whittam</u>	<u>Alfred O. Sabatelli</u>
<u>H. W. Thatcher</u>	<u>William H. Whitford</u>	<u>Norman P. Burns</u>
<u>Paul F. Breen</u>	<u>C. J. Gagne</u>	_____
<u>J. E. Farnham</u>	<u>Everett Casper</u>	_____
<u>Thomas W. Latham</u>	<u>John J. McNamara</u>	_____
<u>R. Raymond</u>	<u>Adams C. Haller</u>	_____
<u>Ernest A. Miller</u>	<u>Embarck White</u>	_____
<u>Edward A. Henderson</u>	<u>Facilis M. DeCasper</u>	_____
<u>John H. Newton</u>	_____	_____

APPROVED:

The Commonwealth of Massachusetts
Department of Education

By Quinn T. Kiernan

NOV 1 1962

The Commonwealth of Massachusetts
Emergency Finance Board
JAN. 4. 1963

By Bernard Horner

William A. Smith
James P. Boubie
W. P. D. D. D.
Richard H. Morrison