

AGREEMENT

For the establishment of a Regional School District for the towns of Blackstone and Millville, in the Commonwealth of Massachusetts, hereinafter referred to as member towns.

SECTION I THE REGIONAL DISTRICT SCHOOL COMMITTEE

- (A) The Regional School District, hereinafter sometimes referred to as the "District," shall be called the "Blackstone - Millville Regional School District." The Regional District School Committee, hereinafter sometimes referred to as the "Committee, shall consist of eight members, four from each member town.
- (B) The members of the Committee in office on July 1, 1982, shall continue to serve until the expiration of their respective terms and until their respective successors are elected and qualified as provided in Subsection C.
- (C) Elections.
- (1) The successors to the members of the Committee in office on July 1, 1982, shall be elected by all of the voters of the District at an annual District election to be held on the first Monday of April in each year as hereinafter provided. The term of office of each elected member shall be four years and until his successor is elected and qualified. At the first annual District election following July 1, 1982, and at every annual District election thereafter, there shall be elected to the Committee one member from each member town.
- (2) Statement of Candidacy and Petition.
- (a) Any person who is a resident of a member town and is qualified to vote for town officers where he resides shall be entitled to have his name printed on the ballot to be used at an annual District election if, at least 49 days before the date for holding such election, he shall file with the registrars of voters in the town in which he resides a written statement of his candidacy and with it a petition signed by at least 35 persons who reside in one or more of the member towns and who are qualified to vote for town officers where they reside. The Committee shall furnish blank certificates and petitions which shall be in substantially the following form:

STATEMENT OF CANDIDATE

I, (_____), on oath declare that I reside at (number, if any) on (name of street) in the Town of (_____); that I am qualified to vote for town officers therein; that I am a candidate for membership on the Blackstone - Millville Regional District School Committee for a term of [four years] (_____ years to fill a vacancy) to be voted for at the annual District election to be held on Monday, the _____ day of April, _____, and I request

that my name be printed as such candidate on the ballot to be used at said annual District election.

(Signed) _____

Commonwealth of Massachusetts, _____ ss.

Subscribed and sworn to on this _____ day of _____, _____, before me.

(Signed) _____

Justice of the Peace or Notary Public

PETITION ACCOMPANYING STATEMENT OF CANDIDATE

Whereas (name of candidate) is a candidate for membership on the Blackstone - Millville Regional District School Committee for a term of [four years] (_____ years to fill a vacancy), we, the undersigned, whose residences are as shown below and who are each qualified to vote for town officers where we reside, do hereby request that the name of said (name of candidate) as a candidate for said office be printed on the ballot to be used at the annual District election to be held on Monday, the _____ day of April, _____.

- (b) The petition, which may be on one or more papers, need not be sworn to. The Registrars of voters of the member towns shall cooperate with one another for the purpose of determining the sufficiency of signatures on petitions and shall deliver such petitions and candidates' statements with written indications of the registrars' determinations to the Secretary of the District at least 35 days before the date for holding the annual District election. There shall not be printed on the ballot for the use at such annual District election the name of any person as a candidate, unless he shall have filed, within the time herein prescribed, the statement and petition herein described.
- (3) At least 10 days before the date for holding the annual District election, the Secretary shall post in a conspicuous place in each town hall within the District the names and residences of the candidates who have duly qualified as such, as they are to appear on the ballots to be used at the annual District election, and shall cause the ballots which shall contain said names, with a designation of residence, and of the office and term of service, to be printed, and the ballots so printed shall be official and no others shall be used at the annual election, except as provided in Clause (5) of this subsection. The names of candidates shall be arranged on the ballot by member town and for each town alphabetically according to their surnames except that names of elected incumbents who are candidates for reelection shall be placed first on the ballot in alphabetical order according to their surnames and the names of all other candidates shall follow in like order. There shall be printed on such ballots such directions as will aid the voter, as, for example: "vote for one," "vote for not more than four," and the like.
- (4) Annual District elections under this subsection shall be called by a warrant which

shall be addressed to the residents of the member towns qualified to vote for town officers where they reside and signed by the Committee which shall set forth the date of the election, the polling places, which shall not be less than one in each member town, the hours at which the polls will be opened and closed and the number of members resident in each town who are to be elected. Notice of each election shall be given by posting a copy of the warrant attested by the Secretary in at least one public place in each member town and by publishing a copy thereof at least once in a newspaper of general circulation in the District seven days at least before said election. A certificate of the Secretary shall be conclusive evidence of the posting and publication of the warrant. The number and location of the polling place or places in each member town shall be determined by the Chairman of the Committee after consultation with the Selectmen of such town; and the hours during which all the polls in the District are open shall be uniform throughout the District, provided that they shall be opened not earlier than 9:00 a.m. nor later than 12:00 noon, and shall be kept open at least eight hours, but in no event later than 8:00 p.m. The Secretary shall be responsible for preparing the ballots used at the election, and the order of the names appearing thereon and any necessary instructions to voters shall be determined in accordance with Clause (3) of this subsection. The election officials of each member town shall certify the results of the election to the Committee which shall tabulate such results at a meeting of the Committee; and the Chairman of the Committee shall thereupon announce the names of the persons elected to membership on the Committee. Thereafter the certifications of the municipal election officials and the tabulations of the Committee shall be kept by the Secretary with the records of the District. Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the Secretary or by the Clerk of the town in which they reside, and in each case a record of such oath shall be made and kept by the Secretary or delivered to the Secretary by such Clerk. Except as provided herein, the election shall be conducted in each member town in the same manner as Town Meetings for the election of town officers. The expenses of that part of an election under this section which is conducted in a member town shall be borne by such town.

- (5) Notwithstanding the provisions of Clauses (1), (3) and (4) of this subsection, if in any year the annual District election coincides with elections of town officers in all of the member towns, the Committee shall arrange with the appropriate officials of the towns for the official ballots used by the towns at such elections to also contain the instructions and names of candidates for election to membership on the Committee, and no separate ballot shall then be used for the election of Committee members.

- (D) If a vacancy occurs among the members of the Committee (regardless of whether the Committee is comprised in whole or in part of members in office on July 1, 1982, or is comprised entirely of members elected at large), the remaining members of the Committee shall give written notice thereof, within one month of said vacancy, to the Selectmen from the town concerned, who, with the remaining members of the Committee from the town concerned, shall, after one week's notice and within one month of said notice, appoint, by roll-call vote, another person who is a resident of the same member

town as the former member of the Committee to fill the vacancy. The Selectmen from the town concerned shall fill such vacancy if the remaining members of the Committee fail to give said notice within the time herein specified. A majority of the votes of the persons entitled to vote shall be necessary to such appointment. The person so appointed shall serve as a member of the Committee until the next annual District election and at such election a successor shall be elected to serve the balance of the unexpired term for which the former member was serving, if any.

- (E) 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 MGL c. 71, §§ 16 to 16I, inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general law or in any applicable special law.
- (F) At the first regular meeting following the annual District election, the Committee shall organize and elect by ballot a Chairman and a Vice Chairman from its own membership and appoint a Treasurer and a Secretary who may be the same person, but who need not be members of the Committee. At such organizational meeting or at any other meeting, the Committee shall fix the time and place for its regular meetings and provide for the calling of special meetings, and may choose such other officers as it deems advisable and prescribe their powers and duties.
- (G) The Committee shall continue to exercise sole jurisdiction over the education of pupils in grades seven through twelve, inclusive. The Committee shall assume sole jurisdiction over the education of pupils in grades kindergarten through six, inclusive, on July 1, 1982, and nothing contained herein shall affect the obligation of the member towns to provide education for pupils in such grades until July 1, 1982.
- (H) The quorum for the transaction of business shall be a majority of the Committee, including at least two from each member town, but a number less than the majority may adjourn.

SECTION II LOCATION OF THE REGIONAL JUNIOR-SENIOR HIGH SCHOOL AND LEASE OF SCHOOLS

- (A) The regional high school, consisting of grades nine through twelve, inclusive, and the regional middle school, consisting of grades six through eight, inclusive, shall be located on the premises presently owned by the District and situated on the southeasterly side of Lincoln Street in the Town of Blackstone.
- (B) Any new school constructed for the purpose of accommodating pupils in grades kindergarten through five, inclusive, primarily from a particular member town shall be located in that town.
- (C) The Town of Blackstone is hereby authorized to lease to the Regional School District the premises and building on Lincoln Street presently known and identified as the "John F. Kennedy School" and the premises and building on Lincoln Street presently known and

identified as the "Augustine F. Maloney School." The Town of Millville is hereby authorized to lease to the Regional School District the premises and building on Berthelette Way presently known and identified as the "Millville Elementary School." Each of the leases authorized above shall be for a term not in excess of 20 years. The leases shall be deemed to have commenced as of the following dates: July 1, 1982, for the John F. Kennedy School; July 1, 1988, for the Augustine F. Maloney School; and July 1, 1992, for the Millville Elementary School. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of 20 years, renewable at any time during the term, at the option of the Regional District School Committee. No rental shall be charged to the District by any of the member towns. In the event of withdrawal of all of the member towns from the District, the above-mentioned leases shall be terminated at the time of such withdrawal. Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Regional District School Committee who shall execute the lease for the member Town and the Regional School District, respectively.

- (D) Each of the leases referred to in Subsection C shall contain provisions authorizing the District to construct and equip additions (and, in connection therewith, to make renovations) to school buildings leased to it by each of the member towns, and to construct and equip school buildings to replace school buildings leased to it by each of the member towns, as if it were the owner thereof; provided, however, that in each instance the District shall have first obtained the written consent of the Selectmen of the member town in which the school building involved is located. All capital costs, as defined in Section IV (B), incurred by the District in any such undertaking shall be borne solely and exclusively by the member town in which the school building involved is located and shall be paid to the District as provided in Section IV (B). All funds, whether in the nature of reimbursements, grants or otherwise, credited to or received by the District for any such undertaking shall be credited in their entirety to such member town.

SECTION III TYPE OF REGIONAL SCHOOL DISTRICT

- (A) The Regional School District shall include all grades from kindergarten through twelve, inclusive.
- (B) The Committee is hereby authorized, in its discretion, to establish and maintain state aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws, and acts amendatory thereto or dependent thereon.

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- (A) For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided in two categories: capital costs and operating costs.
- (B) Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing or adding to a school building or buildings, the cost of replacing or remodeling or making unusual or extraordinary repairs

or performing unusual or extraordinary maintenance to a school building or buildings, including its component systems, such as heating, ventilating, air conditioning, electrical and mechanical systems, the cost of constructing sewerage systems or sewage treatment and disposal facilities or the cost of the purchase and use (excluding, however, ordinary and usual sewer usage charges) of such systems with a municipality, including without limitation the cost of original and replacement equipment and furnishings for such school building or buildings or additions, plans, architects, and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewage treatment and disposal facilities and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds or other obligations issued by the District to finance capital costs.

(C) Operating costs shall include interest on temporary notes issued by the District in anticipation of revenue and also all costs not included in capital costs as defined in Subsection B, such as salaries, wages, supplies, texts and textbooks, usual and ordinary repair and maintenance expenditures and other costs generally incurred in the day-to-day operation of schools.

(D) Capital costs attributable to the regional junior - senior high school (but not capital costs attributable to any school leased by a member town to the District as provided in Section (II) for the fiscal year beginning July 1, 1982, and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional junior - senior high school only. Each member town's share of capital costs, as aforesaid, for each such fiscal year shall be determined by commuting to the nearest 1/100 of 1% the ratio which that town's pupil enrollment in the regional junior - senior high school only on the October 1 next preceding the first day of the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all of the member towns in the regional junior - senior high school only on the same date.

Operating costs attributable to all of the schools operated by the District (including any school leased by a member town to the District as provided in Section (II) for the fiscal year beginning July 1, 1983, and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the Regional School District. Each member town's share of operating costs, as aforesaid, for each such fiscal year shall be determined by computing to the nearest 1/100 of 1% the ratio which that town's pupil enrollment in the Regional School District on the October 1 next preceding the first day of the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns in the Regional School District on the same date. For the fiscal year beginning July 1, 1982, each member town's share of operating costs, as aforesaid, shall be determined by computing to the nearest 1/100 of 1% the ratio which that town's pupil enrollment in the regional junior - senior high school and in grades kindergarten through six, inclusive, on the October 1 next preceding said fiscal year bears to the total pupil enrollment from all of the member towns in the regional junior - senior high school and in grades kindergarten through six, inclusive, on the same date.

(E) Each member town shall pay to the District in each fiscal year its proportionate share,

certified as provided in subsection IX (C), of capital costs and operating costs. Except as otherwise provided in subsection IX (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:

- (1) July 15: 20%.
- (2) September 15: 40%.
- (3) November 15: 60%.
- (4) February 15: 80%.
- (5) May 15: 100%.

(F) If the unencumbered amount in the excess and deficiency fund, so called, of the District at the end of a fiscal year exceeds 5% of its operating budget and its budgeted capital costs for the succeeding fiscal year, the amount in excess of the said 5% shall be applied by the Committee to reduce the amount to be raised by assessment on the member towns in accordance with the provisions of Subsection D. The Treasurer of the District shall recertify the amounts reapportioned to the Treasurers of the member towns within 30 days from the date on which the Committee votes to reduce the amounts to be raised by assessment.

SECTION V 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 VI AMENDMENTS

- (A) 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 construction costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.
- (B) 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 (VIII)), may be initiated by a majority vote of all the members of the Committee or by a petition signed by 10% 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 of the member towns (there being no requirement that all of the member towns act in the same manner) shall either 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 or cause to be presented for determination by vote at the next annual or a special election called for the purpose the question of accepting the proposal. In the latter case, the article in the warrant for such annual or special election and the question on the official ballot to be used at such election shall include 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 a majority vote at a Town Meeting or an election as aforesaid.

SECTION VII ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted under and in accordance with Section VI 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 VIII WITHDRAWAL

- (A) 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 that:
- (1) 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) The said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, 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) 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 Section VI (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 the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each of the member towns shall cause to be presented for determination by vote at the next annual or a special election called for the purpose the question of accepting the proposal. The article in the warrant for such annual or special election and the question on the official ballot to be used at such election shall include 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 a majority vote at an election as aforesaid.

- (C) The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in Section IV (D) or as may be otherwise provided in the amendment providing for such withdrawal.
- (D) Upon the effective date of withdrawal, the terms of office of all members serving on the Regional District School Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

SECTION IX BUDGET

- (A) Within 60 days after the 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 for its consideration. A budget shall be adopted within 21 days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned between the member towns according to the provisions in Section IV hereof. 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) Thereafter, not later than 30 days prior to the date on which the maintenance and operating budget is adopted as provided in Subsection (C), the Committee shall annually prepare a tentative operating budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District.
 - (1) Said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses and such other classifications as may be necessary:

- (a) Administration.
- (b) Instruction.
- (c) Other school services.
- (d) Operation and maintenance of plant.
- (e) Fixed charges.
- (f) Community services.
- (g) Acquisition of fixed assets.
- (h) Debt service.
- (i) Programs with other districts and private schools.

(2) Copies of such budget shall be mailed to the Chairman of the Finance or Advisory Committee of each member town.

(C) Not later than 15 days prior to the date on which the maintenance and operating budget is adopted as hereinafter provided, the Committee shall hold a public hearing within the District after posting in at least two public places in each town, at least seven days in advance of the hearing, a notice stating the time, place and purpose of the hearing at which it shall present the proposed Regional School District tentative budget and shall answer any reasonable inquiries with respect thereto. The Committee shall adopt an annual maintenance and operating budget for the ensuing fiscal year not later than 45 days prior to the earliest date on which the business session of the Annual Town Meeting of any member town is to be held, but not later than March 31, provided that said budget need not be adopted earlier than February 1. Said annual operating and maintenance budget shall include debt and interest charges for the ensuing fiscal year as a separate item, 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 Section IV (D). The amounts so apportioned for each member town shall be certified by the District Treasurer to the Treasurers of the member towns within 30 days from the date on which the annual operating and maintenance budget is adopted by the Committee, but not later than April 30, and each such town shall appropriate the amounts so certified.

SECTION X TUITION STUDENTS

Students residing outside the Regional School District may attend the Regional District School upon approval of the Committee and payment of tuition as determined by such Committee.

SECTION XI EMPLOYMENT OF TEACHERS AND CONTINUATION
OF COLLECTIVE BARGAINING AGREEMENTS

- (A) Any teacher in grades kindergarten through six, inclusive, serving at the discretion of a local school committee of a member town on June 30, 1982, shall be employed by the Committee to serve at its discretion. Any teacher in grades kindergarten through six, inclusive, not serving at the discretion of a local school committee of a member town on June 30, 1982, shall be given preferred consideration by the Committee for a similar position to the extent that such a position exists. The word "teacher" as used in this subsection shall include full-time classroom teachers, supervising (administrative) principals and assistant or vice principals, guidance counselors and teachers of special subjects, such as art, music, remedial reading and physical education.
- (B) The unexpired portion of any collective bargaining agreement between a member town and the teachers in grades kindergarten through six, inclusive, of such town shall be assumed by and become the responsibility of the District on July 1, 1982.

SECTION XII ASSUMPTION OF JURISDICTION BY MEMBER
TOWNS OVER GRADES KINDERGARTEN
THROUGH FIVE, INCLUSIVE

- (A) All of the member towns of the District shall assume sole jurisdiction over the education of pupils in grades kindergarten through five, inclusive, residing in their respective towns if any member town, by vote at an Annual or Special Town Meeting, assumes sole jurisdiction over the education of pupils in grades kindergarten through five, inclusive, residing in such town and follows the procedure hereinafter set forth.
- (B) The Clerk of a member town assuming such jurisdiction shall notify the Committee and the Board of Selectmen of every other member town in writing that such town has so voted, enclosing a certified copy of such vote. Upon the giving of such notice, the action of such town shall be binding and conclusive on it and any attempt to modify, amend or rescind such action shall be null and void. Commencing with the first day of the fiscal year next following the giving of such notice, such town and every other member town of the District shall assume sole jurisdiction over the education of pupils in grades kindergarten through five, inclusive, residing in their respective towns, whereupon this agreement shall be deemed to be automatically amended to provide that, as of said date, the Committee shall have no further obligation to provide such education. The District shall thereupon revert to and include only grades six through twelve, inclusive, and all provisions of this agreement referring to grades kindergarten through twelve, inclusive, shall also be deemed to be automatically amended to refer to grades six through twelve, inclusive.
- (C) The member towns of the District may assume such jurisdiction in 1987 or in any fifth year thereafter (i.e., 1992, 1997, 2002 etc.) and not in any of the intervening years in each such five-year sequence; provided, however, that in order for such assumption of jurisdiction to take effect in any one of such years the notice required by Subsection (B) must be given no earlier than 12 months nor later than six months prior to the first day of

the fiscal year in the applicable year (e.g., to be effective in 1987, the notice must be given no earlier than July 1, 1986, and no later than January 1, 1987).

- (D) Each member town shall continue to be liable to the District for all capital costs (including any indebtedness, other than temporary debt in anticipation of revenue, and interest thereon), if any, and all operating costs outstanding and unpaid at the time of any assumption of such jurisdiction to the same extent and in the same manner as though the member towns had not assumed such jurisdiction, until all such obligations have been paid in full.

SECTION XIII MISCELLANEOUS PROVISIONS

- (A) Except for pupils with special needs, pupils in grades kindergarten through five, inclusive, from a particular member town will be assigned to schools located in that town. In the event that a school located in a particular member town cannot be used due to a casualty, the Committee may temporarily reassign the pupils attending said school to the schools of any other member town.
- (B) Each member town shall continue to be responsible for any students residing therein who attend a trade school or a vocational school located outside the District and shall bear all costs relating to such attendance.
- (C) Anything in this chapter to the contrary notwithstanding, the Committee may, for and during the 1996-1997, 1997-1998, 1998-1999 and 1999-2000 school years or for and during any of such school years, assign or reassign to the Millville Elementary School pupils from the Town of Blackstone scheduled to attend or attending the John F. Kennedy School and/or the Augustine F. Maloney School in order to utilize more efficiently the physical and educational resources of all said schools; provided, however, that the Committee shall not implement any such assignment or reassignment except upon the recommendation of the Superintendent of Schools.

SECTION XIV RECALL OF COMMITTEE MEMBERS

- (A) Any member of the Committee may be recalled and removed from office by the registered voters of the member towns as herein provided.
- (B) Any one hundred and twenty five (125) registered voters who reside in one (1) or more of the member towns may sign and file with the Board of Registrars of the member town in which the member of the Committee sought to be recalled resides an affidavit containing the name of the member of the Committee sought to be recalled and a statement of the grounds for the recall. Opposite every signature shall be added the place of residence of the signer (stating the street number, the street and the town) and the precinct in which the signer resides. The Boards of Registrars of the member towns shall cooperate with one another for the purpose of determining the sufficiency of signatures on the affidavit. The Board of Registrars of the member town with whom the affidavit was filed shall notify the Secretary of the District in writing of the determinations of the Boards of Registrars of the member towns regarding the signatures on the affidavit.

- (C) If the determinations of the Boards of Registrars of the member towns indicate that the affidavit contains sufficient signatures, the Secretary of the District shall deliver to the registered voters who signed the affidavit a sufficient number of petitions demanding such recall. The petitions shall bear the facsimile signature of the Secretary of the District and the seal of the District shall be affixed thereto. The petitions shall be dated and addressed to the Committee, shall contain the name of the persons to whom issued, the number of petitions so issued, the name of the member of the Committee sought to be recalled, the grounds for the recall as stated in the affidavit and shall demand the election of a successor to the office. The petitions must be filed with the Board of Registrars of the member town in which the member of the Committee sought to be recalled resides by 4:00 P.M. of the twentieth (20th) day (Saturdays, Sundays and legal holidays excluded) following the date of receipt by the Secretary of the District of the determinations of the Boards of Registrars of the member towns indicating that the affidavit contains sufficient signatures. The petitions must be signed by twenty percent (20%) of the total number of the registered voters who reside in all the member towns. The signers may reside in one (1) or more of the member towns and opposite every signature shall be added the place of residence of the signer (stating the street number, the street and the town) and the precinct in which the signer resides. The Boards of Registrars of the member towns shall cooperate with one another for the purpose of determining the sufficiency of signatures on the petitions. The Board of Registrars of the member town with whom the petitions were filed shall notify the Secretary of the District in writing of the determinations of the Boards of Registrars of the member towns regarding the signatures on the petitions.
- (D) If the determinations of the Board of Registrars of the member towns indicate that the petitions contain sufficient signatures, the Secretary of the District shall certify the same in writing to the Committee within three (3) days (Saturdays, Sundays and legal holidays excluded) following the date of receipt by the Secretary of the District of the determinations of the Boards of Registrars of the member towns indicating that the petitions contain sufficient signatures. The Committee shall give written notice to the member of the Committee sought to be recalled of the receipt of said certification and, if the member of the Committee sought to be recalled does not resign within five (5) days (Saturdays, Sundays and legal holidays excluded) after receipt of said written notice, shall order an election to be held on a day fixed by the Committee which shall be not less than sixty (60) days (Saturdays, Sundays and legal holidays excluded) nor more than seventy (70) days (Saturdays, Sundays and legal holidays excluded) following the date of receipt of said certification. If the date for the annual election of town officers in all of the member towns is the same and said date falls within the period set forth above for holding a recall election, the recall election shall be held in conjunction with the election of town officers on said date. A separate ballot shall be used for the recall election. The Committee shall coordinate the recall election with the appropriate officials of the member towns. If a vacancy occurs in the office of the member of the Committee sought to be recalled after a recall election has been so ordered, the election shall nevertheless proceed as herein provided.
- (E) The member of the Committee sought to be recalled may be a candidate to succeed

himself/herself and, unless he/she requests otherwise in writing to the Secretary of the District, the Secretary of the District shall place his/her name on the official ballot without nomination. The nomination of other candidates, the issuance and publication of the warrant for the recall election and the conduct of the recall election shall be in accordance with Subsections C (2), (3) and (4) of Section I, insofar as apt, Subsection G below and the laws of the Commonwealth of Massachusetts relating to elections.

(F) The member of the Committee sought to be recalled shall continue to perform the duties of his/her office until the recall election. If not recalled, he/she shall continue in office for the remainder of his/her unexpired term subject to recall except as provided in Subsection H below. If recalled, he/she shall be deemed removed upon the qualification of his/her successor who shall hold office for the remainder of his/her unexpired term. If his/her successor fails to qualify within fifteen (15) days after receiving notification in writing from the Secretary of the District of his/her election, the member of the Committee recalled shall thereupon be deemed removed and his/her office shall be vacant.

(G) Ballots used in a recall election shall contain the following propositions in the order indicated:

For the recall and removal of (name of member of Committee)
Against the recall and removal of (name of member of Committee). Under the foregoing propositions shall appear the word "Candidates" and the direction "vote for one" and beneath the foregoing the name of the member of the Committee sought to be recalled (unless he/she has requested otherwise as provided in Subsection E above) and the names of the other candidates nominated as hereinbefore provided. In the event that the recall and removal of the member of the Committee passes, the candidate receiving the greatest number of votes shall be deemed elected.

(H) No recall affidavit shall be filed against any member of the Committee within three (3) months after he/she takes office nor, in the case of a member of the Committee previously subjected to a recall election and not recalled and removed thereby, until at least six (6) months after that election.

(I) A member of the Committee who has been recalled and removed from his/her office or who has resigned from his/her office while recall proceedings were pending against him/her shall not thereafter be eligible for appointment as a member of the Committee for a period of two (2) years after such removal by recall or resignation.

Except as noted below, the AGREEMENT has been updated and is current as of October 31, 2014.

Subsection II (A): Needs to be amended to reflect that the middle school is located on the premises presently owned by the District and situated on Federal Street in the Town of Blackstone.

Section IV (D): Needs to be amended to pertain to the regional high school and the middle school and not the regional junior - senior high school.