

AGREEMENT WITH RESPECT TO THE ESTABLISHMENT OF A
TECHNICAL AND VOCATIONAL REGIONAL SCHOOL DISTRICT

This agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among such of the towns of Dover, Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Plainville, Sherborn, Walpole and Wrentham as shall accept its provisions, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION 1 THE REGIONAL SCHOOL DISTRICT COMMITTEE

(A) Composition

The regional school district committee, hereinafter sometimes referred to as the Committee, shall consist of two members each from such of the towns of Franklin, North Attleborough and Walpole as shall become members of the District pursuant to Section XII and one member each from such of the towns of Dover, Medfield, Medway, Millis, Norfolk, Plainville, Sherborn and Wrentham as shall become members of the District pursuant to Section XII. All members shall serve until their respective successors are appointed and qualified.

(B) Initial Committee

Within ten days after the establishment of the regional school district, the moderators of such of the towns of Franklin, North Attleborough and Walpole as shall become members of the District pursuant to Section XII shall each appoint two members

to serve on the Committee and the moderators of such the towns of Dover, Medfield, Medway, Millis, Norfolk, Plainville, Sherborn and Wrentham as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee. At least one member from each member town shall have been a member of the regional school district planning board which submitted this agreement if such person is available and willing to serve. The members so appointed ^{shall serve until their successors} are appointed and qualified as provided is subsection 1 (C).

(C) Appointed Members

On or before July 1, 1973, the moderator and the chairman of the board of selectmen and the chairman of the local school committee, acting jointly, of each of such of the towns as shall become members of the District pursuant to Section XII, shall appoint a member or members to serve on the Committee as defined herein: from the town of Franklin, one member for a term of one year and one member for a term of two years; from the town of North Attleborough, one member for a term of two years and one member for a term of three years, from the town of Walpole, one member for a term of one year and one member for a term of three years; from each of the towns of Dover, Medfield and Medway, one member for a term of one year; from each of towns of Millis and Norfolk, one member for a term of two years; and from each of the towns of Plainville, Sherborn and Wrentham, one member for a term of three years. Thereafter, in every year in which the term of office of

a member expires, the moderator and the chairman of the board of selectmen and the chairman of the local school committee, acting jointly, of each of the respective member towns involved shall appoint one member to serve for a term of three years. The term of each such member shall commence on July 1 of the year in which he or she is appointed.

(D) Vacancies

If a vacancy occurs among the members appointed by the moderators under subsection 1 (B), the moderator of the town involved shall within thirty days after such vacancy occurs appoint a member to serve until his successor is appointed and qualified as provided in subsection 1 (C). If a vacancy occurs among the members appointed under subsection 1 (C), the moderator and the chairman of the board of selectmen and the chairman of the local school committee, acting jointly, of the member town involved shall appoint a member to serve for the balance of the unexpired term, if any.

(E) Organization

Promptly upon the appointment and qualification of the members of the initial Committee and annually thereafter, at the first regular meeting of the Committee held in the month of July, the Committee shall organize and choose by ballot a chairman and a vice-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 and the vice-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.

(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 powers and duties as are specified in Sections 16 and 16 1, 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 a majority may adjourn.

SECTION 11 TYPE OF REGIONAL SCHOOL DISTRICT

The regional district school shall be a technical and 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 dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37 A of said Chapter 74.

SECTION 111 LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within a radius of 7 miles from the intersection of Park and Main Streets, which intersection is located in the town of Norfolk.

SECTION 1V APPORTIONMENT AND PAYMENT OF COSTS

(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, or adding to a school building or buildings, the cost of remodeling or making

extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage 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, 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 1V (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 to the member towns annually for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the

town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of less than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the "persons" referred to in subsection IV (F) shall not be included. Notwithstanding the foregoing, in the event that there is no enrollment in the regional district school from all the member towns on October 1 of any such year, capital costs shall be apportioned on the basis of the number of pupils residing in each member town and enrolled in grades nine through twelve, inclusive, of any public, private or parochial school, wherever located, on October 1 of such year. Capital costs represented by debt service shall be apportioned as a capital cost of the fiscal year in which the debt service falls due.

(E) Apportionment of Operating Costs

All operating costs, except those described in subsection IV (F), for the first fiscal year next following the establishment of the regional school district, and for every fiscal year thereafter, shall be apportioned to the member

towns on the basis of each town's respective pupil enrollment in the regional district school. Each member town's share for each fiscal year shall be determined by computing the ratio which that member town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment in the regional district school from all the member towns on the same date. In computing this apportionment the pupil hours referred to in subsection 1V (G) shall be excluded. In the event that enrollment of pupils 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 residing in each member town and enrolled in grades nine through twelve, inclusive, of any public, private or parochial school, wherever located, on October 1 of such year.

(F) Special Operating Costs

Special operating costs shall include the net cost of evening, graduates and extension courses or any other types of courses which are offered by the District to persons other than the pupils attending a regular District Vocational School program in any of grades nine through twelve, inclusive.

(G) Apportionment of Special Operating Costs

Special operating costs shall be apportioned to the member towns on the basis of the ratio which the enrollment of pupil hours of residents of each member town in courses described in subsection IV (F) of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in courses described in subsection IV (F) from residents of all member towns on such dates. Enrollments in the courses described in subsection IV (F) shall be established as those pupils enrolled in each of the said courses as of the first Tuesday after the first Monday of the week that said courses commence.

(H) Times of Payment of Apportioned Costs

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V (C) of the capital and operating costs. Except as otherwise provided in subsection V (A) or in Section XI the annual share of each member town shall be paid in twelve equal installments at such times that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth day of the first month of the fiscal year.

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 fiscal 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 their consideration. A budget shall be adopted not earlier than twenty-one days but within twenty-eight 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 shares 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) Tantative Operating and Maintenance Budget

1. Thereafter, the Committee shall annually prepare a tentative operating and maintenance 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 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 15, itemized as follows or in such further detail as the Committee may deem advisable:
 1. Administration
 2. Instruction
 3. Other school services
 4. Operating and maintenance of plant
 5. Fixed Charges
 6. Acquisition of fixed assets
 7. Community services
 8. Debt retirement and debt service
 9. Programs with other districts and private schools
2. The Committee shall hold at least such public hearings as required by law.

(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 fiscal 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 Section IV. The amounts so apportioned to each member town shall, prior to December 31 of each year preceding the fiscal year to which said budget relates, be certified by the district treasurer to the treasurer of each member town, and each such town shall, at the next annual town meeting, appropriate the amounts so certified.

(D) Limitation of Surplus

On or before 15 days after the end of each fiscal year the District treasurer shall determine the amount of surplus, if any, in the treasury as of the close of business on the last day of the preceding fiscal year. Not later than 15 days thereafter, the District treasurer shall pay to such municipality its share of the excess surplus, if any, each municipality's share being determined by applying to the amount of excess surplus the ratio on the basis of which its proportionate share of the costs of the District was determined for the preceding fiscal year.

"Excess surplus" shall be the amount by which the surplus exceeds five percent of the total budgeted capital, operating and special operating costs for the preceding fiscal year.

The provisions of this Section V (D) shall not apply until the District has been in operation for a full fiscal year.

(E) Authorization of Debt

The incurring of indebtedness by the District shall be approved by the registered voters in the member towns pursuant to the provisions of Chapter 71, Section 16 (n) of the General Laws. Indebtedness shall not be subject to disapproval by each member town as provided in Chapter 71, Section 16 (d) of the General Laws.

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. The estimated amount of any transportation reimbursement to be received by the District from the Commonwealth in the fiscal year for which a final operating and maintenance budget is adopted shall be deducted from the amounts apportioned pursuant to such final operating and maintenance budget.

SECTION VII AMENDMENTS

(A) Limitation

This agreement may be amended from time to time in the manner hereinafter provide, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds 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 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 members of the Committee or by a petition signed by at least 10 per cent 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 OF NEW TOWNS

By an amendment of this agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the 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 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 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 member town shall include in the warrant for the next annual 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.

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of the member of 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.

(D) Apportionment of Capital Costs After Withdrawal

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 not be less than the average of any such town's annual capital cost apportionment percentages for the three years next preceding the year in which its withdrawal becomes effective, or, in case such withdrawal becomes effective before there shall have been an apportionment of capital costs for three years next preceding the year in which such withdrawal becomes effective, the withdrawing town's annual share of such future installments of principal and interest shall not be less than the average of such town's annual capital cost apportionment percentage for such of the year or years preceding the year in which its withdrawal becomes effective for which an apportionment of capital costs shall have been made. The remainder of any such installment after subtracting the share of any town or towns which have

withdrawn shall be apportioned to the remaining member town or towns in the manner provided in subsection 1V (D) or as may be otherwise provided in the amendment providing for such withdrawal.

SECTION X TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from towns other than 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 1V (E) to the member towns.

SECTION XI FISCAL YEAR

Except as may otherwise be provided by law, the fiscal year of the District shall be the same as the fiscal period of the member towns and the word year or fiscal year as it relates in this agreement to a fiscal year or budget period shall mean the fiscal year of the District.

SECTION XII SUBMISSION FOR APPROVAL

This agreement shall be submitted for approval pursuant to the applicable provisions of Section 15 of Chapter 71 of the General Laws to the towns of Dover, Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Plainville, Sherborn, Walpole and Wrentham. In the event that at least four of the towns of Dover,

Medfield, Medway, Millis, Norfolk, Plainville, Sherborn and Wrentham and at least two of the towns of Franklin, North Attleborough and Walpole vote in the affirmative as provided in said Section 15 to establish a regional technical and vocational school district, this agreement shall become effective and a regional technical and vocational school district composed of such of the towns as so vote shall be deemed to be established; otherwise this agreement shall be void and of no effect.

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February 1973

DOVER, N. H., BECKETT, N. H., SHERBORN
NORFOLK, MASSACHUSETTS, VERMONT & NEW HAMPSHIRE
COUNTY OF DOVER, VERMONT
DEPARTMENT OF HEALTH

Arthur Nelson Leventhal	Richard O. Harrison Walpole
Harry J. Burn Medford	Philip A. H. Walpole
Robert J. Harner Medford	Philip A. H. Walpole
William M. Schurien Medway	James C. Underbury Plainville
William C. Long Norfolk	Edward F. Shuman N. ATTLEBORO
Earl T. Waldron, Norfolk	Henry B. B. Dyer
Frank D. De Luca - Franklin	James E. McFall Dover
Ernest D. Maywell - Medway	Walter F. White Dover
Arthur C. Freeman, N. Attleboro	Charles B. Rose - Franklin
Alfred J. Beaudette Uxentham	McDermott - Sherborn
John M. Ritchie Millis	Paul J. Keough - Sherborn
Francis P. Keough	Alvin S. Allen - Sherborn
Thomas W. Lewis Plainville	
Henry E. Greenough Plainville	

APPROVED:

The Commonwealth of Massachusetts

Department of Education

By:

Frederic R. Currier

The Commonwealth of Massachusetts

Emergency Finance Board

By:

W. H. B. Smith

Ruth Alexander

Warren F. Gray

Gordon A. McGill

April 10, 1973

Chapter 862.

H 7443

THE COMMONWEALTH OF MASSACHUSETTS

In the Year One Thousand Nine Hundred and Seventy-three

AN ACT ERECTING AND CONSTITUTING A REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT CONSISTING OF THE TOWNS OF FRANKLIN, MEDFIELD, MEDWAY, MILLIS, NORFOLK, NORTH ATTLEBOROUGH, SHERBORN AND WALPOLE.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. A regional vocational technical school district consisting of the towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Sherborn and Walpole is hereby erected and constituted and said district is hereby declared to be a duly established district under the provisions of chapter seventy-one of the General Laws and under the agreement signed by the members of the regional school district planning board and dated February twenty-eighth, nineteen hundred and seventy-three.

SECTION 2. This act shall take effect upon its passage.

House of Representatives, September 26, 1973.

Passed to be enacted, *Walter B. Bartley*, Speaker.

In Senate, September 26, 1973.

Passed to be enacted,

Joseph D. Cahill, Acting President.

October 4, 1973.

Approved,

at

3 o'clock and 28 minutes, P. M.

Franklin D. Murphy
Governor.

AGREEMENT WITH RESPECT TO THE ESTABLISHMENT OF A
TECHNICAL AND VOCATIONAL REGIONAL SCHOOL DISTRICT
(as amended)

This agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among such of the towns of Dover, Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Plainville, Sherborn, Walpole and Wrentham as shall accept its provisions, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I - THE REGIONAL SCHOOL DISTRICT COMMITTEE

(A) Composition

The regional school district committee, hereinafter sometimes referred to as the Committee, shall consist of two members each from the towns of Franklin, North Attleborough and Walpole and one member each from the towns of Medfield, Medway, Millis, Norfolk, Sherborn and Seekonk. All members shall serve until their respective successors are appointed and qualified.

(B) Initial Committee

Within ten days after the establishment of the regional school district, the moderators of the towns of Franklin, North Attleborough and Walpole shall each appoint two members to serve on the Committee and the moderators of the towns of Medfield, Medway, Millis, Norfolk and Sherborn shall each appoint one member to serve on the Committee. At least one member from each member town shall have been a member of the regional school district planning board which submitted this agreement if such person is available and willing to serve. Within ten days after the acceptance of Amendment No. 1 to this Agreement

by all of the member towns and by the town of Seekonk, the moderator of the town of Seekonk shall appoint one member to serve on the Committee. The members so appointed shall serve until their successors are appointed and qualified as provided in subsection I(C).

(C) Appointed Members

On or before July 1, 1973, the moderator and the chairman of the board of selectmen and the chairman of the local school committee, acting jointly, of each of such of the towns as shall become members of the District pursuant to Section XII, shall appoint a member or members to serve on the Committee as defined herein: from the town of Franklin, one member for a term of one year and one member for a term of two years; from the town of North Attleborough, one member for a term of two years and one member for a term of three years; from the town of Walpole, one member for a term of one year and one member for a term of three years; from each of the towns of Medfield and Medway, one member for a term of one year; from each of the towns of Millis and Norfolk, one member for a term of two years; and from the town of Sherborn, one member for a term of three years. On or before July 1, 1974, the moderator and the chairman of the board of selectmen and the chairman of the local school committee, acting jointly, of the town of Seekonk shall appoint one member for a term of two years from that date. Thereafter, in every year in which the term of office of a member expires, the moderator and the chairman of the board of selectmen and the chairman of the local school committee, acting jointly, of each of the respective member towns involved shall appoint one member to serve for a term

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of three years. The term of each such member shall commence on July 1 of the year in which he or she is appointed.

(D) Vacancies

If a vacancy occurs among the members appointed by the moderators under subsection I(B), the moderator of the town involved shall within thirty days after such vacancy occurs appoint a member to serve until his successor is appointed and qualified as provided in subsection I(C). If a vacancy occurs among the members appointed under subsection I(C), the moderator and the chairman of the board of selectmen and the chairman of the local school committee, acting jointly, of the member town involved shall appoint a member to serve for the balance of the unexpired term, if any.

(E) Organization

Promptly upon the appointment and qualification of the members of the initial Committee and annually thereafter, at the first regular meeting of the Committee held in the month of July, the Committee shall organize and choose by ballot a chairman and a vice-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 and the vice-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.

(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 powers and duties as are specified in Sections 16 and 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 a majority may adjourn.

SECTION II - TYPE OF REGIONAL SCHOOL DISTRICT

The regional district school shall be a technical and 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 dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

SECTION III - LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within a radius of 7 miles from the intersection of Park and Main Streets, which intersection is located in the town of Norfolk.

SECTION IV - APPORTIONMENT AND PAYMENT OF COSTS

(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.

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(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, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage 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, 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 to the member towns annually for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be

determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of less than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the "persons" referred to in subsection IV(F) shall not be included. Notwithstanding the foregoing, in the event that there is no enrollment in the regional district school from all the member towns on October 1 of any such year, capital costs shall be apportioned on the basis of the number of pupils residing in each member town and enrolled in grades nine through twelve, inclusive, of any public, private or parochial school, wherever located, on October 1 of such year. Capital costs represented by debt service shall be apportioned as a capital cost of the fiscal year in which the debt service falls due.

(E) Apportionment of Operating Costs

All operating costs, except those described in subsection IV(F), for the first fiscal year next following the establishment of the regional school district, and for every fiscal year thereafter, shall be apportioned to the member towns on the basis of each town's respective pupil enrollment in the regional district school. Each member town's share for each fiscal year shall be determined by computing the ratio which that member town's pupil enrollment in the regional district school on

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October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment in the regional district school from all the member towns on the same date. In computing this apportionment the pupil hours referred to in subsection IV(G) shall be excluded. In the event that enrollment of pupils 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 residing in each member town and enrolled in grades nine through twelve, inclusive, of any public, private or parochial school, wherever located, on October 1 of such year.

(F) Special Operating Costs

Special operating costs shall include the net cost of evening, graduates and extension courses or any other types of courses which are offered by the District to persons other than the pupils attending a regular District Vocational School program in any of grades nine through twelve, inclusive.

(G) Apportionment of Special Operating Costs

Special operating costs shall be apportioned to the member towns on the basis of the ratio which the enrollment of pupil hours of residents of each member town in courses described in subsection IV(F) of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in courses described in subsection IV(F) from residents of all member towns on such dates. Enrollments in the courses described in subsection IV(F) shall be established as those pupils enrolled in each of the said courses as of the first Tuesday after the first Monday of the week that said courses commence.

(H) Times of Payment of Apportioned Costs

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(C) of the capital and operating costs. Except as otherwise provided in subsection V(A) or in Section XI the annual share of each member town shall be paid in twelve equal installments at such times that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth day of the first month of the fiscal year.

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 fiscal 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 their consideration. A budget shall be adopted not earlier than twenty-one days but within twenty-eight 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 shares 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.

9.
(B) Tentative Operating and Maintenance Budget

1. Thereafter, the Committee shall annually prepare a tentative operating and maintenance 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 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 at least fifteen days prior to the date on which the final operating and maintenance budget is adopted, itemized as follows or in such further detail as the Committee may deem advisable:

1. Administration
2. Instruction
3. Other school services
4. Operating and maintenance of plant
5. Fixed Charges
6. Acquisition of fixed assets
7. Community services
8. Debt retirement and debt service
9. Programs with other districts and private schools

2. The Committee shall hold at least such public hearings as required by law.

(C) Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five 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 in no event 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 and any other current capital costs as separate items, 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. The amounts so apportioned to each member town shall be certified by the district treasurer to the treasurer of each member town within thirty days from the date on which the annual operating and maintenance budget is adopted by the Committee, and each such town shall, at the next annual town meeting, appropriate the amounts so certified.

(D) Limitation of Surplus

On or before 15 days after the end of each fiscal year the District treasurer shall determine the amount of surplus, if any, in the treasury as of the close of business on the last day of the preceding fiscal year. Not later than 15 days thereafter, the District treasurer shall pay to such municipality its share of the excess surplus, if any; each municipality share being determined by applying to the amount of excess surplus the ratio on the basis of which its proportionate share of the costs of the District was determined for the preceding fiscal year. "Excess surplus" shall be the amount by which the surplus exceeds five percent of the total budgeted capital, operating and special operating costs for the preceding fiscal year. The provisions of this Section V(D) shall not apply until the District has been in operation for a full fiscal year.

11.
(E) Authorization of Debt

The incurring of indebtedness by the District shall be approved by the registered voters in the member towns pursuant to the provisions of Chapter 71, Section 16(n) of the General Laws. Indebtedness shall not be subject to disapproval by each member town as provided in Chapter 71, Section 16(n) of the General Laws.

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. The estimated amount of any transportation reimbursement to be received by the District from the Commonwealth in the fiscal year for which a final operating and maintenance budget is adopted shall be deducted from the amounts apportioned pursuant to such final operating and maintenance budget.

SECTION VII - AMENDMENTS

(A) Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds 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 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 members of the Committee or by a petition signed by at least 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 OF NEW TOWNS

By an amendment of this agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the 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 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 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 or a special town meeting called for the purpose an article

14.
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.

(C) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of the member of 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.

(D) Apportionment of Capital Costs After Withdrawal

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 not be less than the average of any such town's annual capital cost apportionment percentages for the three years next preceding the year in which its withdrawal becomes effective, or, in case such withdrawal becomes effective before there shall have been an apportionment of capital costs for three years next preceding the year in which such withdrawal becomes effective, the withdrawing town's annual share of such future installments of principal and interest shall not be less than the average of such town's annual capital cost apportionment percentage for such of the year or years preceding the year in which its withdrawal becomes effective for which an apportionment of capital costs shall have been made. The remainder of any such installment after subtracting the share of any town or towns which have withdrawn shall be apportioned to the remaining member town or towns in the manner provided in subsection IV(D) or as may be otherwise provided in the amendment providing for such withdrawal.

SECTION X - TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from towns other than 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.

SECTION XI - FISCAL YEAR

Except as may otherwise be provided by law, the fiscal year of the District shall be the same as the fiscal period of the member towns and the word year or fiscal year as it relates in this agreement to a fiscal year or budget period shall mean the fiscal year of the District.

SECTION XII - SUBMISSION FOR APPROVAL

This agreement shall be submitted for approval pursuant to the applicable provisions of Section 15 of Chapter 71 of the General Laws to the towns of Dover, Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Plainville, Sherborn, Walpole and Wrentham. In the event that at least four of the towns of Dover, Medfield, Medway, Millis, Norfolk, Plainville, Sherborn and Wrentham and at least two of the towns of Franklin, North Attleborough and Walpole vote in the affirmative as provided in said Section 15 to establish a regional technical and vocational school district, this agreement shall become effective and a regional technical and vocational school district composed of such of the towns as so voted shall be deemed to be established; otherwise this agreement shall be void and of no effect.

SECTION XIII - SPECIAL PROVISIONS RELATING TO THE ADMISSION OF SEEKONK

Upon the acceptance prior to July 1, 1974 of Amendment No. 1 to this Agreement by each of the member towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Sherborn and Walpole and the acceptance prior to July 1, 1974 of this Agreement, as so amended, by the town of Seekonk, all as provided in Section VIII, the town of Seekonk shall become a member of the District.

Upon its admission as a member town, the town of Seekonk shall pay to the District the sum of \$9,737.46, being its proportionate share of the initial District budget for the fiscal period beginning January 1, 1973 and ending June 30, 1974.

Notwithstanding any other provision of this Agreement, upon the acceptance of Amendment No. 1 to this Agreement by each of the member towns and of this Agreement as so amended by the town of Seekonk as aforesaid, the sums apportioned by the Committee to the member towns pursuant to subsection V(C) on account of the District budget for the fiscal year beginning July 1, 1974 shall forthwith be reapportioned by the Committee among said towns and the town of Seekonk in accordance with the applicable provisions of Section IV and the amounts so reapportioned shall be certified by the district treasurer to the treasurers of each member town and of the town of Seekonk. In order to facilitate the implementation of said reapportionment, the Committee shall, at the time it apportions to the member towns the sums necessary to be raised to meet said budget, also make a pro forma apportionment of such sums as though the town of Seekonk were at that time a member town. Each member town, not including Seekonk, shall at its 1974 Annual Town Meeting appropriate the amounts apportioned and certified pursuant to subsection V(C), provided, however, that if Amendment 1

to this Agreement is accepted by the member towns and by the town of Seekonk, only the reapportioned amounts, certified as provided in the first sentence of this paragraph, need be raised by said towns.

By its vote to accept the provisions of this Agreement as amended, the town of Seekonk hereby agrees to include in the Warrant for its 1974 Annual Town Meeting provision for the appropriation of a sum sufficient to meet its apportioned share of the District budget for the fiscal year beginning July 1, 1974, provided that said appropriation shall be conditioned upon the acceptance of Amendment No. 1 by each of the member towns.

* * * *

Amendment No. 1, effective July 1, 1974, amended Subsections, I(A), I(B) and I(C) of the Agreement and added Section XIII.

Amendment No. 2 was adopted by vote of the Committee on December 26, 1973 and amended Subsections V(B) and V(C) of the Agreement.

AMENDMENT NO.1 TO THE
AGREEMENT ESTABLISHING THE
TRI-COUNTY REGIONAL VOCATIONAL
TECHNICAL SCHOOL DISTRICT

WHEREAS, the towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Sherborn and Walpole have voted to accept the provisions of Sections 16 to 16I of the General Laws and of the "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District" and thereby establish a regional school district known as Tri-County Regional Vocational Technical School District; and

WHEREAS, the said District was erected and constituted by Chapter 862 of the Acts of 1973; and

WHEREAS, the towns of Dover, Plainville and Wrentham have voted not to accept said provisions and, therefore, did not become members of said District; and

WHEREAS, the town of Seekonk has expressed a desire to vote on the question of becoming a member of the District;

NOW THEREFORE,

The "Agreement With Respect to the Establishment of Technical and Vocational Regional School District" entered into by and among the towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Sherborn and Walpole, is hereby amended as follows:

I. Amend subsections I(A), I(B) and I(C) so as to

delete therefrom the references therein to the towns of Dover, Plainville and Wrentham and to add thereto references to the town of Seekonk as a member town, and so that said subsections shall read as follows:

"SECTION I THE REGIONAL SCHOOL DISTRICT COMMITTEE

(A) Composition

The regional school district committee, hereinafter sometimes referred to as the Committee, shall consist of two members each from the towns of Franklin, North Attleborough and Walpole and one member each from the towns of Medfield, Medway, Millis, Norfolk, Sherborn and Seekonk. All members shall serve until their respective successors are appointed and qualified.

(B) Initial Committee

Within ten days after the establishment of the regional school district, the moderators of the towns of Franklin, North Attleborough and Walpole shall each appoint two members to serve on the Committee and the moderators of the towns of Medfield, Medway, Millis, Norfolk and Sherborn shall each appoint one member to serve on the Committee. At least one member from each member town shall have been a member of the regional school district planning board which submitted this agreement if such person is available and willing to serve. Within ten days after the acceptance of Amendment No. 1 to this Agreement by all of the member

upon the acceptance of Amendment No. 1 to this Agreement by each of the member towns and of this Agreement as so amended by the town of Seekonk as aforesaid, the sums apportioned by the Committee to the member towns pursuant to subsection V(C) on account of the District budget for the fiscal year beginning July 1, 1974 shall forthwith be reapportioned by the Committee among said towns and the town of Seekonk in accordance with the applicable provisions of Section IV and the amounts so reapportioned shall be certified by the district treasurer to the treasurers of each member town and of the town of Seekonk. In order to facilitate the implementation of said reapportionment, the Committee shall, at the time it apportions to the member towns the sums necessary to be raised to meet said budget, also make a pro forma apportionment of such sums as though the town of Seekonk were at that time a member town. Each member town, not including Seekonk, shall at its 1974 Annual Town Meeting appropriate the amounts apportioned and certified pursuant to subsection V(C), provided, however, that if Amendment 1 to this Agreement is accepted by the member towns and by the town of Seekonk, only the reapportioned amounts, certified as provided in the first sentence of this paragraph, need be raised by said towns.

By its vote to accept the provisions of this Agreement as amended, the town of Seekonk hereby agrees to include in the Warrant for its 1974 Annual Town Meeting provision.

for the appropriation of a sum sufficient to meet its apportioned share of the District budget for the fiscal year beginning July 1, 1974, provided that said appropriation shall be conditioned upon the acceptance of Amendment No. 1 by each of the member towns."

TRI-COUNTY REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

Amendment No. 2 to Tri-County Regional Vocational
Technical School District Agreement.

Certificate of the Secretary

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of the Tri-County Regional Vocational Technical School District, Massachusetts, and that, as such, I keep and have custody of the records of the meetings of the Tri-County Regional Vocational Technical School District Committee. I further certify that, at a regular meeting of the said Committee duly called and held on Wednesday, December 12, 1973, attended by _____ of the eleven (11) members of said Committee, constituting a quorum, the following vote was adopted pursuant to Chapter 1025 of the Acts of 1973 by the vote of _____ members voting in the affirmative and _____ members voting in the negative:

"WHEREAS, the town of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Sherborn and Walpole established a regional school district under the provisions of Chapter 71 of the General Laws of Massachusetts, as amended, known as Tri-County Regional Vocational Technical School District, and for that purpose entered into an agreement entitled "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District" (hereinafter called the "Agreement") and said District was erected and constituted by Chapter 862 of the Acts of 1973; and

WHEREAS, Chapter 1025 of the Acts of 1973 authorizes any regional district school committee without regard to the amendment procedure in its regional school district agreement to amend such agreement for the purpose of changing the various dates set forth therein for the adoption of an annual budget, including a tentative annual budget, and for certification by the regional school district treasurer to the treasurer of each member town of the amounts of such budget apportioned to that town and making technical changes to carry out the provisions of clause (m) of section 16 and section 16B of Chapter 71 of the General Laws as amended by sections 1 and 2 of said Chapter 1025;

NOW THEREFORE, BE IT VOTED, pursuant to said Chapter 1025, to amend the Agreement as follows, viz.:

Amend Section V, subsection (B) entitled Tentative Operating and Maintenance Budget and subsection (C) entitled Final Operating and Maintenance Budget, by deleting said two subsections in their entirety and substituting therefor the following new subsections (B) and (C):

(B) Tentative Operating and Maintenance Budget

1. Thereafter, the Committee shall annually prepare a tentative operating and maintenance 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 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 at least fifteen days prior to the date on which the final operating and maintenance budget is adopted, itemized as follows or in such further detail as the Committee may deem advisable:

1. Administration
2. Instruction
3. Other school services
4. Operating and maintenance of plant
5. Fixed Charges
6. Acquisition of fixed assets
7. Community services
8. Debt retirement and debt service
9. Programs with other districts and private schools

2. The Committee shall hold at least such public hearings as required by law.

(C) Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five 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 in no event 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 and any other current capital costs as separate items, 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. The amounts so apportioned to each member town shall be certified by the district treasurer to the treasurer of each member town within thirty days from the date on which the annual operating and maintenance budget is adopted by the Committee, and each such town shall, at the next annual town meeting, appropriate the amounts so certified."

FURTHER VOTED: This amendment shall take effect immediately.

I further certify that the foregoing vote has not been amended or rescinded and remains in full force and effect.

WITNESS my hand and the seal of said District this day of December, 1973.

Secretary

(District Seal)

AN ACT VALIDATING ADOPTION BY
TRI-COUNTY REGIONAL VOCATIONAL
TECHNICAL SCHOOL DISTRICT OF AN
AMENDMENT TO ITS AGREEMENT

Be it enacted, etc., as follows:

SECTION 1. The vote of the regional district school committee of the Tri-County Regional Vocational Technical School District adopted on JUNE 11 , 1980 approving an amendment to its regional school district agreement making certain technical changes in the agreement relating to the town of Franklin is hereby validated and confirmed. Said amendment shall take full effect upon the passage of this act, without the need for further action by said district or its member towns.

SECTION 2. Tri-County Regional Vocational Technical School District shall continue to be subject to the provisions of sections 16 to 16I, inclusive, of chapter 71 of the General Laws. As they apply to the town of Franklin, a member town of said district, the following words in said sections 16 to 16I, inclusive, shall have the following meanings:-

(a) "town meeting" shall mean meeting of the town council, except that "business session of the annual town meeting" in section 16(m) shall mean meeting of the town council at which the annual town budget is to be adopted, "town meetings for the election of town officers" in section 16(n) shall mean town election, and "next annual town meeting" in section 16B shall mean meeting of the town council at which the next annual town budget is adopted; and

(b) "board of selectmen" and "selectmen" shall mean town administrator.

SECTION 3. This act shall take effect upon its passage.

VOTED: That the following amendment to the District Agreement is hereby approved.

AMENDMENT NO. 3 TO THE AGREEMENT
ESTABLISHING THE TRI-COUNTY REGIONAL
VOCATIONAL TECHNICAL SCHOOL DISTRICT

The Agreement establishing the Tri-County Regional Vocational Technical School District, as amended, is hereby further amended by adding at the end a new Section XIV, to read as follows:-

SECTION XIV - SPECIAL PROVISIONS RELATING
TO THE TOWN OF FRANKLIN

In recognition of the adoption by the town of Franklin of a Home-Rule Charter providing for a Town Council-Town Administrator form of government which, among other things, eliminates the town meeting and the offices of moderator and board of selectmen, various provisions of the Agreement are hereby modified as they apply to the town of Franklin, as follows:-

- (A) Notwithstanding the provisions of subsections I(C) and I(D), members of the Committee from Franklin, including members appointed to fill vacancies, shall be appointed by the Chairman of the Town Council, the Chairman of the School Committee and the Town Administrator, acting jointly.
- (B) The following words in subsections V(B), V(C), VII(B), IX(A) and IX(B) shall have the following meanings as applied to the town of Franklin:
 - (1) "town meeting", "annual town meeting" and "special town meeting" shall mean a regular or special meeting of the town council, except that "business

session of the annual town meeting" in the first sentence of subsection V(C) shall mean the date of the meeting of the town council at which the annual budget is to be adopted and "next annual town meeting" in the last sentence of subsection V(C) shall mean meeting of the town council at which the next annual budget is adopted.

- (2) "board of selectmen" and "chairman of the board of selectmen." shall mean town administrator; and
- (3) "warrant for the next annual or a special town meeting called for the purpose" shall mean the agenda for a regular or special meeting of the town council held not later than the next succeeding June 1.

FURTHER VOTED: That the foregoing amendment shall take effect upon the passage of special legislation authorizing and validating its adoption and this Committee hereby petitions the General Court for the passage of such legislation.

**AMENDMENT NO 3 TO THE AGREEMENT
ESTABLISHING THE
TRI-COUNTY REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT**

The Agreement among the Towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Seekonk, Sherborn and Walpole entitled "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District" as heretofore amended (the "Agreement") is hereby further amended as follows:

1. The first sentence of the Agreement is amended to read as follows:

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, by and among the Towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Seekonk, Sherborn and Walpole and, in accordance with the provisions of Sections VIII and XIV, such of the Towns of Plainville and Wrentham as shall accept the Agreement, hereinafter sometimes referred to as member towns.

2. Subsection I(A) of the Agreement is amended to read as follows:

The regional school district committee, hereinafter sometimes referred to as the Committee, shall consist of two members from each of the Towns of Franklin, North Attleborough and Walpole and one member from each of the other member towns.

3. Section IV of the Agreement is amended by adding a new subsection IV(I) to read as follows:

Except as otherwise provided in this subsection, capital costs, operating costs and special operating costs shall be apportioned in accordance with subsections IV(D), IV(E) and IV(G), respectively, to each town admitted to the District pursuant to the provisions of Section VIII. In the first fiscal year in which the admission of a new member town is effective, that town shall pay as its share of the capital costs, operating costs and special operating costs for such fiscal year, an amount equal to that which the town would pay if the pupils from the town enrolled in the regional school district

were tuition pupils. After the first fiscal year in which the admission of a new member town is effective, the town's share of capital, operating and special operating costs shall be determined in accordance with Section IV.

4. Section VI of the Agreement is amended by adding at the end of a new sentence to read as follows:

Notwithstanding the first sentence of this section, during the first fiscal year in which the admission pursuant to Section VIII of a new member town is effective, such town shall be responsible for providing school transportation for pupils enrolled in the regional school district and for paying the costs of such transportation.

5. The Agreement is further amended by adding at the end a new Section XIV to read as follows:

SECTION XIV - ADMISSION OF PLAINVILLE AND WRENTHAM

A. Effective Date of Admission

Such one or both of the Towns of Plainville and Wrentham as shall vote to accept the provisions of the Agreement, as amended, shall be admitted as a member town of the District as of July 1 following the acceptance by the original member towns of Amendment No. 3 to this Agreement providing for such admission.

B. Initial Members of the Committee

On or before July 1 following the acceptance by the original member towns of Amendment No. 3 to this Agreement, the Moderator, Chairman of the Board of Selectmen and Chairman of the Local School Committee, acting jointly, of such of the Towns of Plainville and Wrentham as shall vote to accept the provisions of this Agreement, as amended, shall appoint one person to serve as a member of the Committee for a term of three years, provided, however, that if both such towns shall vote, one such member shall serve for the initial term of three years and one for the initial term of two years. In such event, the Committee shall determine by lot the initial terms of

such new members. Upon their appointment, such new member or members shall be appointed members subject to the provisions of subsection I(C).

6. This Amendment No. 3 shall take effect upon its acceptance by the member towns and upon the acceptance of the Agreement as heretofore amended and as further amended by this Amendment No. 3 by any one of the Towns of Plainville and Wrentham and admission of said Towns of Plainville and Wrentham as shall vote shall be fully effective as of the date specified in subsection XIV(A) of the Agreement, as amended by Amendment No. 3.

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