

Nashoba Valley Technical School District
Chelmsford, Groton, Littleton, Westford, Pepperell, Shirley, Townsend, Ayer
(*Red* indicates suggested change from legal review)

Amendment

SECTION I.

This Amendment amends the agreement among the towns of Chelmsford, Groton, Littleton, and Westford entitled “Agreement Between the Towns of Chelmsford, Groton, Littleton, and Westford, Massachusetts, With Respect to the Establishment of a Regional Vocational High School District” **dated April 1, 1979** as amended (the “agreement”) as follows:

A.

This agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Chelmsford, Groton, Littleton, Pepperell, Shirley, Townsend, and Westford and, in accordance with the provisions of Section VIII, such of the town of Ayer as shall accept this agreement, hereinafter sometimes referred to as the member towns.

B.

(A) Composition

The powers and duties of the regional vocational school district shall be vested in and exercised by a regional district school committee, hereinafter sometimes referred to as the Committee. The Committee shall be composed of not less than one member and not more than four members from each member town as provided in subsection 1(B). All members shall be appointed as provided in subsection 1(B). All members shall serve until their respective successors are appointed and qualified.

(B) Appointed Members

Each member town shall, subject to the last paragraph of this subsection, have the following number of members of the Committee:

- (1) Chelmsford – 3 members
- (2) Groton – 1 member
- (3) Littleton – 1 member
- (4) Westford – 2 members
- (5) Pepperell – 3 members
- (6) Shirley – 1 member
- (7) Townsend – 2 members
- (8) Ayer – 1 member

An appointing committee, **from** the town of Ayer **upon acceptance of** this agreement, consisting of the moderator, selectmen and local school committee members, shall within 30 days of the effective date of this section appoint the required number of members from

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such town to serve on the Committee until April 1, 2014. The moderator shall in each case serve as chairman of such appointing committee.

Prior to April 1, **2012**, an appointing committee in each member town, consisting of the moderator, selectmen and local school committee members, shall appoint the required number of members from such town to serve on the Committee beginning April 1, **2012**. The moderator shall in each case serve as Chairman of such appointing committee. Every year in which the term of office of one or more members expires, the appointing committee of the member town involved shall appoint, to the extent necessary to comply with the first paragraph of this subsection, one member to serve for a term of three years. The term of each such member shall commence on April 1 of the year of such appointment.

Commencing with the ten year period beginning April 1, **2010** and every ten years thereafter, the composition of the Committee for the ensuing ten years shall be determined in the following manner. The average enrollment of pupils in the regional district school from each member town on October 1 during the preceding ten year person shall be computed for each town. A similar average for the enrollment from all the member towns in the regional district school shall be computed. A percentage of enrollments of pupils from each member town for such ten year period shall be computed by dividing the average enrollment of a member town by the average enrollment of all the member towns. Any town with a percentage of less than ten shall be entitled to one member; any town with a percentage of ten or more but less than twenty shall be entitled to two members; any town with a percentage of twenty or more but less than forty shall be entitled to three members; and any town with a percentage of forty or more shall be entitled to four members. When a town is entitled to increase its membership on the Committee, an additional member shall be appointed for a three year term. When the foregoing computations require a reduction in the number of Committee members to which a town is entitled, the town shall refrain from appointing a successor to fill the term of office which expires next after the making of the computation requiring such reduction.

(C) Alternate Members

Every three years thereafter the appointing committee of each member town shall appoint an alternate member to the Committee for a three year term. In the event that a member of the Committee is un able to perform his duties because of disability or absence, or in the event there is a vacancy, the alternate member from the town involved shall have all the rights, powers and duties of such member, provided, however, that an alternate member shall have the rights, powers and duties of only one such member at any given time.

(D) Vacancies

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If a vacancy occurs among the members or alternate members of the Committee, the appointing committee of the town involved shall appoint a member or alternate member as the case may be to serve for the balance of the unexpired term.

(E) Organization

Promptly upon the appointment and qualification of members initially appointed under subsection I(B), and annually thereafter, upon the appointment and qualification of successors, the Committee shall organize and choose by ballot a chairman and a vice chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and a 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 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 additional powers and duties as are specified in Sections 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto or hereafter enacted, or as may be specified in any other applicable general or special law.

(G) Quorum

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

C. Subsection IV (D) of the agreement is amended to read:

(D) Apportionment of Capital Costs

Capital costs shall be apportioned annually for the ensuing fiscal year on the following basis: Capital costs incurred prior to July 1, 2005 shall be apportioned among the towns of Chelmsford, Groton, Littleton, Pepperell, Shirley, Townsend, and Westford on the basis of pupil enrollment as hereinafter defined. For the purpose of this paragraph, pupil enrollment shall be defined as the number of pupils in grades one through twelve residing in any such town and receiving education at the town's expense. Without limiting the generality of the foregoing definition, pupils residing in any such town and attending grades one through twelve in any regional school district of which the town is a member shall be deemed to be included within the said definition. Each such town's share of such capital costs for each fiscal year shall be determined by computing the ration which its pupil enrollment on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollments from all such towns on the same date.

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Capital costs incurred on the subsequent to July 1, 2005 but prior to July 1, 2011 shall be apportioned among the towns of Chelmsford, Groton, Littleton, Pepperell, Shirley, Townsend, and Westford on the basis of their respective pupil enrollments in the district school. Each such town's share of such capital costs for each fiscal year shall be determined by computing the ratio which its pupil enrollment in the 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 such towns in the district school on the same date, such town shall be deemed to have an enrollment of five pupils in the district schools. In computing the apportionment under this paragraph the "persons" referred to in subsection IV (F) shall be excluded.

Capital costs incurred on or subsequent to July 1, 2005 relating to the addition to the district school authorized by a vote of the Committee passed October 11, 2011 shall be apportioned among such of the town of Ayer as shall accept this agreement on the basis of their respective pupil enrollment in the district school. Such town's share of such capital costs for each fiscal year shall be determined by computing the ratio which its pupil enrollment in the 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 such towns in the district school on the same date, except that if there is an enrollment of less than five pupils from any such town in the district school on such date, such town shall be deemed to have an enrollment of five pupils in the district school. Notwithstanding the foregoing, in apportioning such capital costs for the fiscal year beginning July 1, 2012, such capital costs shall be apportioned on the basis of estimated pupil enrollments from each such town in the district school for such year, such estimate to be made by the Committee. In computing the apportionment under this paragraph, the "persons" referred to in subsection IV (F) shall be excluded.

Capital costs incurred on or subsequent to July 1, 2012 to which the preceding paragraph is not applicable shall be apportioned among the member towns on the basis of their respective pupil enrollments in the district school. Each member town's share of such capital costs for each fiscal year shall be determined by computing the ratio which its pupil enrollment in the 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 member towns in the district school on the same date, except that if there is an enrollment of less than five pupils from any member town in the district school on such date, such town shall be deemed to have an enrollment of five pupils in the district school. Notwithstanding the foregoing, apportioning such capital costs for the fiscal year beginning July 1, 2012, the pupil enrollments, for such of the town of Ayer, as shall

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accept this agreement, used in making such apportionment shall be the estimated pupil enrollments from each such town in the district school for such year, such estimate to be made by the Committee. In computing the apportionment under this paragraph, the “persons” referred to in subsection IV (F) shall be excluded.

D. Subsection IV (E) of the agreement is amended to read:

(E) Apportionment of Operating Costs

All operating costs, except those described in subsection IV (E), shall be apportioned annually for the ensuing fiscal year among the member towns on the basis of their respective pupil enrollments in the district school. Each member town’s share of such operating costs for each fiscal year shall be determined by computing the ratio which its pupil enrollment in the 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 enrollments from all member towns in the district school on the same date. Notwithstanding the foregoing, in apportioning operating costs for the fiscal year beginning July 1, 2012 the pupil enrollments, for such of the town of Ayer as shall accept the agreement, used in making such apportionment shall be the estimated pupil enrollments from such town in the district school for such year, such estimate to be made by the Committee. In computing the apportionment under this paragraph, the “persons” referred to in subsection IV (F) shall be excluded.

E. Subsection IV(F) of the agreement is amended to read:

(F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year of any evening trade extension courses or any other types of courses which are offered by the District to persons other than the pupils attending the regular day regional vocational school. Each member town’s share of such operating costs shall be determined by computing the ratio which that town’s enrollment of persons in such courses on November 30 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of persons such courses from all the member towns on the same date.

Notwithstanding the foregoing, in apportioning special operating costs for the fiscal year beginning July 1, 2012, the enrollment of persons in such courses, for such of the town of Ayer as shall accept the agreement, used in making such apportionment shall be the estimated enrollment from each such town in such courses for such year, such estimate to be made by the Committee.

F. Subsection IV(G) of the agreement is amended to read:

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(G) 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, operating and special operating costs. Except as otherwise provided in subsection V(A), the annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

July 1	25%
October 1	50%
January 1	75%
April 1	100%

G. Subsection V(C) of the agreement is amended to read:

(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, at least forty-five days prior to the earliest scheduled town meeting before 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 be certified by the Regional School District Treasurer to the Treasurer of each member town, within 30 days from the date on which the budget is adopted by two-thirds vote of the Regional School Committee, but not later than April thirtieth (M.G.L. Chapter 71 § 16B).

SECTION II.

The provisions of this Amendment shall take effect, upon acceptance of this Amendment by the towns of Chelmsford, Groton, Littleton, Pepperell, Shirley, Townsend, Westford and Ayer.

Clause (8) of the first paragraph and the tenth sentence of the third paragraph of subsection 1(B) of the agreement as amended by this Amendment shall in addition take effect only upon acceptance of this Amendment of the town of Ayer.

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After accepting this Amendment, the town of Ayer shall be considered a member town for the purpose of being entitled to send students to the District School commencing with the fiscal year beginning July 1, 2012.

The clerk of each member town shall report town meeting action on the amendment by providing the wording of the article, the vote, and date of such meeting.

Kevin McKenzie, Committee Chairman
Nashoba Valley Technical School District

Date

Dr. Judith L. Klimkiewicz, Superintendent
Nashoba Valley Technical School District

Date

John Canney, Town Clerk
Ayer, Massachusetts

Date

Onorina Maloney, Town Clerk
Chelmsford, Massachusetts

Date

Michael Bouchard, Town Clerk
Groton, Massachusetts

Date

Diane Crory, Town Clerk
Littleton, Massachusetts

Date

Jeffrey Sauer, Town Clerk
Pepperell, Massachusetts

Date

Amy McDougall, Town Clerk
Shirley, Massachusetts

Date

Susan Funaiole, Town Clerk
Townsend, Massachusetts

Date

Kaari Mai Tari, Town Clerk
Westford, Massachusetts

Date