

“Type A” Agreement – To be used with a Non-Member community

Agreement Under G.L. Chapter 76, Section 12

Whereas the (town or city) of (name) (hereinafter “Municipality”) is currently not a member of the Minuteman Regional Vocational School District (hereinafter “Minuteman”), but whereas the school committee of said Municipality (hereinafter the “Non-Member School Committee”) desires to enable eligible students who reside in said community to attend Minuteman during the 20\_\_\_\_ to 20\_\_\_\_ school year (and through to the completion of the School’s four year program consistent with paragraph 5 below), and whereas, as a matter of School Committee policy, Minuteman will accept no students from non-member municipalities unless the school committee of said municipality commits to an Agreement of this sort under G.L. Chapter 76, section 12, and unless, as specified in paragraph 6 below, the student has been accepted via Minuteman’s normal “Admissions Policy,” the Non-Member School Committee and Minuteman agree as follows:

1. This Agreement is intended to constitute an agreement between two school committees as authorized by G.L. Chapter 76, section 12.

2. The Non-Member School Committee agrees that in addition to the per student tuition payment established consistent with G.L. Chapter 74, section 7C, and regulations attendant thereto, the Non-Member School Committee or the Municipality will also pay to Minuteman during the year in question a per student “facility fee”. Said per student facility fee will be calculated by identifying the District’s debt service payment for the year in question (i.e., net of any State reimbursement) and dividing said payment by the District’s most recent October 1 enrollment figure. This facility fee will be paid in installments at the same time and in the same proportions as the tuition payments that the Municipality will pay to Minuteman. Should the student withdraw from Minuteman before the completion of the school year, the facility fee will be prorated to the same extent that the tuition payment is prorated.

3. In the event that either the Massachusetts Legislature through statute or the Department of Elementary and Secondary Education through regulation establishes a mandatory capital facility fee for non-member communities, the facility fee spoken of in paragraph 2 will be adjusted accordingly in light of the language of said statute or regulation.

4. Minuteman will, at appropriate times, provide the Non-Member School Committee and/or the Municipality with the names and identifying information of the Municipality’s resident students who are enrolled in Minuteman.

5. Unless and until terminated consistent with paragraph 7 by one or both parties prior to April 1 of a given year, this Agreement will renew for an additional year at a time without limit. Regardless of whether this Agreement is terminated or renewed, any student who is enrolled in Minuteman pursuant to and during the life of this Agreement, and who continues to be in good standing at Minuteman, will be allowed to complete the four year program under the terms and conditions of this Agreement, contingent on the Non-Member School Committee and/or Municipality paying the annual student tuition and facility fee.

6. This Agreement in no way guarantees the admission of a particular student, and it in no way modifies or affects Minuteman’s normal “Admissions Policy”, which is incorporated herein by reference.

7. This Agreement may be terminated as of June 30 of a given year upon a vote to terminate taken by the Non-Member School Committee or by the Minuteman Regional School Committee, followed by a written notice of said vote delivered no later than April 1 of the given year to the Superintendent of Schools of the Minuteman Regional School District, if the termination decision is made by the Non-Member School Committee, or to the Superintendent of Schools in the Municipality, if the termination decision is being made by Minuteman. It should be understood that one of the reasons on the basis of which Minuteman may terminate this Agreement is to preserve student spaces for member communities or to reserve spaces for former Member communities which have committed to reserve a certain number of student spaces.

8. This Agreement will be effective upon the later date of execution noted below.

On behalf of the  
Non-Member School Committee

On behalf of Minuteman

\_\_\_\_\_  
Name printed

\_\_\_\_\_  
Dr. Edward Bouquillon  
Superintendent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date