

“Type C” Agreement – To be used with a Non-Member community which had formerly been a member and which desires to reserve a certain number of student spaces.

Agreement Under G.L. Chapter 76, Section 12

Whereas the (town or city) of (name) (hereinafter “Municipality”) formerly had been a member of the Minuteman Regional Vocational School District (hereinafter “Minuteman”) but has now withdrawn from the District, but whereas the school committee of said Municipality (hereinafter the “Non-Member School Committee”) desires to enable at least a certain minimum number of eligible students who reside in said community to attend Minuteman during the school years covered by this Agreement (and through to the completion of the School’s four year program consistent with paragraph 6 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 7 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.

3. Subject to the understanding that any student attending Minuteman must have been accepted via Minuteman’s normal “Admissions Policy,” during the ____ year period extending from ____ to _____, the Non-Member School Committee covered by this Agreement will be guaranteed no fewer than _____ student spaces per year at Minuteman. Should not all of these student spaces be filled by students from that Municipality in a given year, the Non-Member School Committee must still pay the per student facility fee (as expressed in paragraph 2) for each of these spaces, although the Non-Member School Committee will not be liable to pay a tuition cost for the unused spaces. Should more than the guaranteed number of students from this Municipality attend Minuteman in any given year, the Non-Member School Committee will pay both a facility fee and a tuition cost for each additional student.

4. 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.

5. 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.

6. Unless a new Agreement is executed prior to April 1 of the last year of this Agreement, this Agreement and the guarantee of a certain number of student spaces will end at the conclusion of this Agreement. 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.

7. 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.

8. This Agreement may not be terminated by the Non-Member School Committee during its term, but it may be terminated effective June 30 of a given year during its term by the Minuteman Regional School Committee if the Minuteman Regional School Committee determines that it must preserve student spaces for member communities. If such a termination decision is made, a written notice of said vote must be delivered no later than April 1 of the given year to the Superintendent of Schools in the Municipality.

9. 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