

Erving Agreement

ARTICLES OF AGREEMENT

This agreement to provide quality secondary-school education, grades 7 through 12, to the youth of the Town of Erving, is made and entered into by and between the Town of Erving hereinafter referred to as "Erving", acting by and through its School Committee, and the Gill-Montague Regional School District, hereinafter referred to as the "Regional School District", acting by and through the Regional School Committee.

ARTICLE I. The Regional School District agrees to enroll and provide, at the Turners Falls High School, a program of quality secondary education, grade 7 through grade 12, for all pupils referred to the said high school by the School Committee of the Town of Erving, and the Regional School District further agrees that all students so enrolled shall be granted equal access with all other pupils and shall be allowed to participate fully on the same basis as all other pupils in all aspects of the curricular and co-curricular program at the Turners Falls High School.

ARTICLE II. The Town of Erving agrees to pay tuition for each pupil referred by the Erving School Committee and enrolled in the Turners Falls High School at tuition rates to be computed as follows by the Regional School District:

A. Regular Education

1. Find the sum of all costs for the preceding fiscal year as listed in the end-of-the-year State financial reports for:

a. Instruction, including classroom teachers salaries, instructional materials and program costs, principals office, guidance, library and media, and generally all 2000 account areas, except for Chapter 766 costs.

b. Administration Costs (1000 Account)

c. Operation and Maintenance of Plant

d. Attendance and Health

2. The total cost derived from #1 above will then be divided by October first enrollment for the preceding school year. The quotient of that computation shall equal the tuition rate.

Expenditure for Preceding Fiscal Year = Tuition Rate for Regular Education

October 1st Total School Enrollment

For Preceding School Year

B. Special Education

1. Find the sum of all costs attributed to special education for the preceding fiscal year as listed in the end-of-the-year State financial report with the exception of transportation, out-of-district placements and costs not generally related to the total program, i.e. therapy required by an individual student.

2. The expenditure amount identified in #1 above will be divided by the number of Chapter 766 F.T.E.'s (full time equivalents including tuitioned-in pupils) as listed in the end-of-the-year report for the preceding fiscal year.

Chapter 766 Costs = Tuition Rate for a Full-Time Chapter 766 Student

F.T.E.'s

Non-resident students enrolled in Chapter 766 programs on a less than full-time basis, shall have tuition computed on a per period basis for the portions of program in Chapter 766 and in the mainstream.

Chapter 766 or Regular Education:

Annual Rate 185 days = Per period rate

7 periods

Tuition will be assessed and paid on a quarterly basis. For each Erving student in membership in the Regional School District within the first ten (10) school days of each quarter the Town of Erving will be charged the full rate for each such member for the quarter. (The full rate is defined as twenty-five percent (25) of the annual rate). Any Erving student enrolled at Turners Falls High School beyond the tenth day of a quarter will not be counted for purposes of tuition charges to the Town of Erving until the first day of the next quarter. The Regional School District will bill the Town of Erving each quarter based upon the number of students in membership at Turners Falls High School for the quarter, with payment due within forty-five (45) days.

Article III. The parties hereby agree, provisions of Article I notwithstanding, that all rights and responsibilities for maintaining appropriate pupil conduct and discipline in the operation of Turners Falls High School and related activities and rights of suspension and expulsion of pupils from the Turners Falls High School shall be vested in the Regional School Committee and its designates.

Article IV. The parties hereby agree that no plan of special education recommending out-of-district placement will be finalized for any Erving pupil unless a professional representative (e.g. teacher, principal, school psychologist or the like) of the Erving School Committee shall first have been appointed to membership on such pupil's Evaluation Team.

Article V. The parties hereby agree that the Erving School Committee shall have the right to designate three non-voting advisory members to the Regional School Committee. The advisory members will receive all information presented to the Regional School Committee including notices of meetings and pre-meeting informational packets as may be prepared by the administration. The advisory members will be entitled to attend all regular, special and sub-committee meetings of the Regional School Committee. The advisory members will be entitled to participate in the discussions at Regional School Committee meetings in all areas, except as may be precluded by law.

Article VI. It is the intention of the parties hereto that this agreement shall become effective when signed and shall remain in effect for a term of five (5) years from the date of signing; and each year on the anniversary date of said signing this agreement shall be extended automatically by its terms for an additional year unless at least one of the parties shall have notified the other of the intention to terminate; in such event this agreement shall terminate on the sixth anniversary date following receipt of notice of the intention to terminate.

IN WITNESS WHEREOF the parties have signed and sealed this, and three (3) other instruments of like tenor, on this FIRST day of AUGUST, 1980.

GILL-MONTAGUE REGIONAL SCHOOL COMMITTEE

Signatures on file with original copy.

ERVING SCHOOL COMMITTEE

Signatures on file with original copy.