

Sullivan School District | Nelson School District

**Tuition
Contract**

This agreement is made pursuant to the authority granted to the parties in RSA 194, and is entered into this __ day of _____ 2017, by and between the Sullivan School District, of Sullivan, New Hampshire (Sullivan), with its business address at _____, Sullivan, New Hampshire, and Nelson School District of Nelson, New Hampshire (Nelson), with its business address at School Administrative Unit 29, 193 Maple Avenue, Keene, New Hampshire, 03431.

Sullivan desires to have its pupils in kindergarten through and including grade 5 attend schools in Nelson, and has authorized its School Board to enter into a long-term tuition contract providing for such attendance; and

Nelson maintains a school system which includes schools which provide a curriculum of studies for pupils in kindergarten through and including grade 5, and the Nelson School Board has authority to enter into a tuition contract to receive pupils from Sullivan, and is willing to receive Sullivan pupils in kindergarten through and including grade 5 and afford them a course of instruction; and

Sullivan and Nelson are mutually aware of the educational and financial advantages to be enjoyed by both school districts through their association together under a long-term contract, particularly in terms of the long-range improvement of the educational environments and most efficient use of the tax resources in both communities;

Therefore, in consideration of the mutual provisions and undertakings set forth below, the parties agree as follows:

1. Sending and Receiving School Districts:

- a. Sullivan shall send its school eligible pupils in kindergarten through and including grade 5 to Nelson for schooling, and shall be responsible for the transportation methods and expenses in connection with such attendance. Transportation shall be coordinated with and is subject to reasonable traffic and safety requirements of the Nelson school of attendance. Nelson shall accept said pupils and be responsible for their education on the same terms and conditions, providing them with the same opportunities for educational and cultural advancement and improvement, as pupils residing in the Town of Nelson.

- b. Sullivan School District shall have the ability to send their 6th grade students to Nelson School at the agreement of both school boards. The Sullivan School Board should notify the Nelson School Board of any such request by November 15th of the school year prior to their intended attendance.

2. Special education:

- a. Sullivan shall be deemed the local education agency (LEA) for all of its resident students identified in accordance with RSA 186-C. The decision concerning assignment of special education students from Sullivan to a special program or facility outside of the Nelson School shall be made by Sullivan, and Sullivan shall bear the cost of any such special program or facility. Nelson shall have the right to make recommendations for assignment of any such students. Subject to the rules and regulations of RSA 186-C, upon determination by Nelson that Nelson cannot provide the adequate education to meet the unique needs of a Sullivan student, Nelson may exclude the Sullivan student, and Sullivan shall find an alternative educational placement.
- b. The decision pursuant to Paragraph 2a above concerning the assignment of special education students from Sullivan to a special program or facility outside of the Nelson School District shall be made with equal input from the Nelson School District Placement Team and the LEA representative from the sending town. Sullivan School District shall bear all the cost of any such special program or facility. In individual cases involving special education, regular education or §504 accommodations in-district but beyond the typical educational programs (i.e. involving aides, counseling, or other in-district services or facilities that are an extraordinary frequency or type), the placement team shall notify the Sullivan School District LEA representative who may participate in the placement decision at his or her option. In either case, the Sullivan School District shall bear the cost of such extraordinary services or facilities. See Attachment A for an explanation of covered services defined as typical for all educational programs that Nelson provides inclusive in the tuition payment. In cases involving special education or §504 accommodations within the regular educational program, the Nelson School

District Team shall make the IEP or §504 Plan decisions and the Sullivan School District shall be deemed to have consented to the team's decision unless the LEA representative has requested an opportunity to participate in decisions regarding a particular student as above. The Sullivan School District shall bear the cost of any due process proceedings, attorney fees, awards, out-of-district placements, and compensatory education awards for Sullivan students pursuant to this Agreement. In the event of a dispute regarding placement, either party may use the dispute resolution process in Paragraph 12 or other applicable process to resolve the issue.

3. Term:

Subject to the early termination provisions of paragraph 4 below, this agreement will commence at the beginning of the 2017-2018 school year, and run for a period of twelve years, and shall terminate with the school year ending June 30, 2030.

4. Early Termination:

- a. Either party may terminate this contract early by giving to the other the written notice of termination required by this paragraph. Such notice shall specify the last school year for which the contract shall be effective which shall be at least the third (3rd) full school year following the school year in which the notice is given.
- b. In the event of early termination by the Sullivan School District, Sullivan will pay to the Nelson School District one-half of the outstanding capital balance of a bond taken out by the Nelson School District to pay for expanding facilities for students from this District attending school there, as of the time of early termination, to be paid in equal installments over each year remaining in the initial term of the Tuition Agreement.
- c. For purposes of this paragraph 4 and paragraph 3 above, a school year shall be considered as beginning July 1 and ending June 30 of the following year.

5. Tuition:

a. A tuition rate for the next coming school year shall be established by the Nelson Board of Education by November 15 of the current school year. The rate shall be the net operating budget of the Nelson School for the current school year, divided by the projected Nelson School enrollment for the ensuing school year. This tuition rate will be in effect for the entire year. The operating expenses shall not include:

1. Student transportation (except for field trips which shall be included);
11. Elementary school expenses reimbursed by the federal or state governments
and
111. Student-specific special education services defined as extraordinary.

b. Particular special education costs:

In addition to the tuition, Sullivan shall pay to Nelson all expenses which are incurred by Nelson for a specific student from Sullivan and which are defined as extraordinary under Attachment A. Such costs will include, and are not necessarily limited to, individual student transportation expenses, speech and language services, psychological counseling and testing contracted evaluations, and other contracted services for individual students. (See Attachment A)

d. Billing:

- i. Nelson shall bill Sullivan for tuition on a semi-annual basis on or about October 30 and March 28 of each school year. Each billing shall be for one-half (1/2) of Sullivan's expected tuition assessment for the current school year. The tuition for a Sullivan student who enters or exits Nelson School in the course of the school year shall be prorated based on a 180 day school year, and a reconciliation payment shall be accomplished by Nelson to Sullivan or Sullivan to Nelson on or about June 25. Nelson shall bill Sullivan for particular special education costs on a timely basis. Sullivan shall pay the semi-annual and particular special education billings not later than 30 days from the date of billing.

- ii. Late Charges – A late charge of 3% shall be charged for any operating payment not received by the 30th day from the date of billing. For each additional 30 days, the same late charge will be applied to the total payment and accrued late charge(s). In the event it is determined that all or a portion of the unpaid payments were not appropriately charged, the late charges shall be proportionately waived.

6. Assigned School-Exceptions:

- a. Nelson shall be deemed the assigned school for Sullivan pupils in grades kindergarten through 5 for purposes of school attendance laws, except as provided in RSA 193:3.

7. Special Education Programs:

- a. Sullivan reserves the right to send a pupil or pupils to schools other than Nelson school if such a school would provide a special educational program (and not merely a course or courses) not available at a Nelson School.

8. School Board Meetings:

- a. All Sullivan School Board members are encouraged to attend all meetings of the Nelson Board of Education and all meetings of its standing committees. Upon timely written request from the Sullivan School Board, the appropriate committee chair shall include in the committee agenda an item requested by the Sullivan School Board for discussion and the committee will allow Sullivan School Board members to address its concerns at an appropriately scheduled meeting.
- b. The Nelson School Board will be available to meet jointly with the Sullivan School Board at least two (2) times a year for the purpose of discussing the school educational program at the request of Sullivan. In case of emergency, the parties shall meet upon request.

9. Reports Provided/Services:

- a. The Nelson School Board and its appropriate school administrators shall have reasonable access to educational records of Sullivan resident students for legitimate educational purposes. The parties shall cooperate to provide guidance services to Sullivan students for purposes of elementary placement. Said services shall be equal to those provided to Nelson students.
- b. Twice per year a written trimester report will be made to the Sullivan School Board concerning overall achievement and attendance records for students from the Sullivan School District who are enrolled in the Munsonville school of the Nelson School District. Neither the failure to provide one or more such reports nor the contents of such reports shall in any way limit the obligation of the Sullivan School District to pay tuition or perform other obligations pursuant to this agreement. Sullivan School District shall be entitled to information regarding any individual student upon request. Nelson School District will supply the Sullivan School District with any necessary financial or other information necessary to determine the accuracy of figures used in calculating student charges or other costs.

10. Program of Study

- a. In consideration of the mutual undertakings in this agreement, Nelson commits to maintaining and supporting a comprehensive school program for grades K-6, which shall comply with the standards prescribed by the State Board of Education in accordance with RSA 194.
- b. In the event that the school program shall not meet those standards or shall be at imminent risk of failure to meet those standards, then the Nelson School District shall convene a task force, with representatives of Sullivan, to create a remediation plan, within 180 days of written notification of such failures or anticipated failures. The Nelson School District shall then have a maximum period of three (3) years from the adoption of the plan to correct such deficiencies. A failure to correct one or more of any such material deficiencies shall entitle the complaining district to petition the State Board of Education for relief, which may include reopening this agreement if necessary.

11. Student Conduct and Discipline:

- a. The rules and regulations of the Nelson School Board and Nelson School as are in effect for students from Nelson shall apply to students from Sullivan. For purposes of student discipline, all decisions to be made by school officials shall be made by the administrators of Nelson School, SAU 29, and/or the Nelson School Board, as the case may be. The Sullivan School Board, by way of its Superintendent, shall timely receive a copy of any proposed suspension or expulsion of any Sullivan student in excess of ten (10) days; and shall have the opportunity to participate in any hearing by submitting evidence or argument related to the matter before the Nelson School Board. Nothing in this paragraph shall restrict the right of the Nelson School Board pursuant to RSA 193:13 to suspend or expel a student for disciplinary reasons.
- b. The Sullivan School District Superintendent, or designee, shall be notified in the event of a manifestation teaming or other proceeding under the disciplinary provision of the IDEA of any Sullivan student. Costs of appeals from such proceedings and costs of any alternative educational programs beyond the standard program offered at the school shall be borne by the Sullivan School District.

12. Disputes:

- a. Should either district have a complaint as to the operation of this agreement, that complaint shall be stated in writing to the Superintendent of Schools for Nelson and the Superintendent of Schools for Sullivan. If the two Superintendents cannot resolve the complaint, it shall be presented to the Nelson School Board which shall in good faith attempt to resolve any dispute. If one party or another remains unsatisfied, the dispute shall be referred to the State Board of Education for a decision in accordance with administrative rules ED 200, which decision may be appealed to a court of competent jurisdiction.

13. Waiver:

- a. No waiver of any obligation under this Contract, or waiver of any breach of this contract shall be construed to be a waiver of any other subsequent obligation or breach.

14. Modification:

- a. This instrument constitutes and contains the whole and exclusive agreement between the parties relative to the subject matter of this contract, and no modification or addition to this contract shall be valid or enforceable unless in writing and signed by both parties by their authorized representatives.

15. Approvals:

This agreement is contingent upon the approval of the State Board of Education, the school boards of each of the parties, and the voters of the school district meetings of each of the parties.

In witness whereof, the parties have, by their duly authorized representatives, set their hands and seals on the day and year first written above.

Sullivan School District, by

Nelson School District, by

Chair, School Board

Chair, School Board

Date

Date

Approved by the New Hampshire State Board of Education:

Commissioner, N.H. Department of
Education

Date

ATTACHMENT A

TYPICAL COVERED SERVICES PROVIDED BY NELSON VERSUS EXTRAORDINARY SERVICES CHARGED BACK TO SULLIVAN

The tuition includes all typical educational service; related services and evaluation services including those specifically listed below. Services deemed extraordinary shall be charged back to Sullivan at a breakeven rate.

I. Typical services include:

a. Special Education Instruction Services of 3 Certified Teacher or Tutor including

- i. Shared services of 3 special education teacher and/or tutor, and
- ii. Shared services of an additional tutor or teacher's aide.

b. Related services such as

- i. Speech and Language Therapy
- ii. Occupational Therapy
- iii. Physical Therapy
- iv. Guidance Services (during regular office hours)
- iv. School Nurse Services (during regular office hours)

provided that not more than two units of time per week per service are required by the student's IEP, 504 Plan or other educational plan.

c. Evaluation Services needed in the above areas and as needed in

- i. Educational Evaluations by teachers, and
- ii. Psychological Evaluations.

II. Extraordinary services include:

a. Special Education instruction services of a certified teacher, tutor or teacher's aide which are required by an IEP, 504 Plan or other educational plan that cannot be provided for on a shared basis without hiring additional staff such as a one-on-one teacher, tutor, or teacher's aide.

b. Those related services listed above which require more than two units of time per week under an IEP, 504 Plan or other educational plan for a particular student.