

NEWFOUND COOPERATIVE SCHOOL DISTRICT  
TUITION AGREEMENT  
FOR HILL SCHOOL DISTRICT

THIS AGREEMENT is entered into by and between the Hill School District (Hill) located in the county of Merrimack and State of New Hampshire, and the Newfound Area School District (Newfound) located in the county of Grafton and State of New Hampshire.

WHEREAS said Hill is desirous of having its students, grades 7 through 12, who seek a middle and high school education, attend middle and high school in said Newfound and has authorized its School Board to enter into a contract thereof on the terms and conditions hereinafter set forth; and

WHEREAS said Newfound currently maintains Newfound Memorial Middle School and Newfound Regional High School, both approved by the Department of Education of the State of New Hampshire, and has authorized its School Board to receive students from outside the District and to afford them the complete course of instruction now given in its middle and high schools; and

WHEREAS Newfound is willing to receive the pupils and afford them such courses of instruction at a tuition to be determined in accordance with the terms set out below.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth it is mutually covenanted and agreed as follows:

1. Term of Agreement. The term of this contract shall be for ten (10) years and shall commence on the school year beginning July 1, 2015, and shall terminate on July 1, 2025. Each Board shall notify the other on or before June 30, 2023 if it wishes to extend the agreement with or without amendments or to terminate the agreement.
2. Agreement to Send and Receive Students. The Hill School District will assign all students in grades 7 through 12 to attend the Newfound Memorial Middle School and Newfound Regional High School in the fall of 2015, and Newfound shall accept from Hill all students in grades 7 through 12 under the terms hereinafter set forth, except as otherwise provided in this agreement. The Newfound Area School District shall be deemed the assigned school under New Hampshire law for Hill students in grades 7 through 12.
3. Manifest Educational Hardship. In the event of a manifest educational hardship petition on behalf of a Hill student, a joint committee shall be established consisting of two school board members from Hill and two school board members from Newfound to consider and act on the petition.
4. Out of District Special Education Placements. The parties agree that the decision as to whether a Hill student's needs can be met within Newfound rests with the student's IEP team. The decision concerning assignment of a special education student from Hill to a special program or facility outside of Newfound shall be made with equal input from Newfound's IEP team and the LEA representative from Hill. In the event of disagreement between Hill and Newfound as to the in district program in which to place the student or

whether Newfound has an appropriate in district program for the student, the final decision shall be up to Newfound. When the decision has been made that a student's needs cannot be met in Newfound, it shall be Hill's responsibility to determine that student's placement. Hill shall bear all the costs of any such special program or facility and the transportation to that facility.

5. Hill Students Attending Other High Schools for the 2014-15 School Year. Hill students currently attending high school as of the date of this agreement shall be given the option of remaining at the high school the student is currently attending until graduation or no longer residing in the Hill School District, or of attending Newfound Regional High School. Hill shall not be charged tuition by Newfound for those students who choose to remain at their current high schools rather than attend Newfound Regional High School. All current 6th, 7th, and 8th graders at the time of this agreement shall attend Newfound Schools for the 2015-2016 school year, except as otherwise provided for in this agreement."

6. Career & Technical Education. Hill students desiring to attend the Career & Technical Education opportunities available to Newfound Regional High School shall be permitted to enroll without limit upon acceptance by the appropriate CTE center. All costs for tuition, fees, and transportation are not included in the regular education tuition as defined in Paragraph 9 of this agreement and will be billed separately to Hill. Should any costs for attendance at the CTE program be incurred that are not listed in this paragraph, Hill will be responsible for said costs.

7. Discipline. All Hill students attending Newfound Memorial Middle School and Newfound Regional High School shall be subject to the rules and regulations pertaining to Newfound students attending those schools. Newfound will be legally responsible for student discipline while students are under the jurisdiction of the District, and any matters arising out of such discipline, including any alleged violations of students' rights, will be the sole responsibility of Newfound. If a student's conduct on a Hill bus would have resulted in discipline if the conduct had occurred on a Newfound bus, Newfound may, in addition to Hill, discipline the student.

8. Report Cards. At Hill's request, Newfound shall provide Hill with report cards, attendance, special education, discipline, and other student records for the pupils enrolled under the provisions of this contract to the extent permitted by law.

9. Tuition and Costs. Hill shall pay tuition to Newfound based on actual net operating costs on a per student basis for the year in question as calculated below. Tuition shall be the total of a, b, c and d below.

a. Base Tuition Rate. The base tuition rate will be calculated each year from an estimated cost per pupil, increased by the greater of (1) Newfound's tax capped assessment growth rate, or (2) the average of the most recent three years inflation rates calculated from the Consumer Price Index-Boston. The estimated cost per pupil used in this formula will be calculated using the per pupil operating cost from the total appropriations actually voted as reported by Newfound on the MS-22 for the schools

serving grades 7 through 12 for the year preceding the year for which tuition is being determined, less the cost of the following:

1. One to one aides
2. In-district transportation & related fuel charges (except for the cost of field trips and co-curricular activities included in Newfound's general fund operating budget)
3. In and out of district special education transportation
4. Homeless transportation
5. Student prescribed, special equipment, contracted services, and in-district services defined under NHDOE function codes 2140-2199 including OT/PT, speech, vision, and ESL services as well as any psychological services including but not limited to psychological testing fees.
6. Summer school programs
7. Non co-curricular after school programs
8. School Board services
9. Office of Superintendent Services
10. Debt service reduced by offsetting revenue
11. Out of district tuition
12. Vocational tuition

An illustration of the operating cost calculation (including (b) cost adjustment factor) is included in Appendix A incorporated herein

- b. Additional Costs. Students requiring additional services not covered by the base tuition rate shall be charged separately for those services on a quarterly basis. These supplemental costs which exceed the costs included in the base rate, including but not limited to, additional staff and/or services required by a student's IEP and/or 504 Plan, special equipment, outside evaluations or services, special programs, out-of-district placements, or the cost of due process appeals shall be billed to the Hill School District based on an hourly rate of service or direct cost of the service. Any additional special education costs not provided for in the base tuition rate shall be billed to the Hill School District quarterly based on the schedule provided in (g) below. Catastrophic aid or any other aid will be credited to the student's district of residence. Newfound shall supply Hill with any service logs or other documentation required for application for Medicaid reimbursement.
- c. Cost Adjustment. Each year a cost adjustment will be applied to the Hill's second quarter invoice (see payment schedule in (g) below. This adjustment represents the difference between the estimated cost used to calculate the prior year's base tuition billed, and the actual cost for the same, reported on NHDOE form DOE-25 for that year, The adjustment will be calculated as follows:
  1. Generate a new base cost using the per pupil operating cost from the total expenditures reported by Newfound on the MS-25 for the schools serving grades 7 through 12 for the prior year less the following costs incurred:
    - i. One to one aides

- ii. In-district transportation & related fuel charges (except for the cost of field trips and co-curricular activities included in Newfound's general fund operating budget)
- iii. In and out of district special education transportation
- iv. Homeless transportation
- v. Student prescribed, special equipment, contracted services, and in-district services defined under NHDOE function codes 2140-2199 including OT/PT, speech, vision, and ESL services as well as any psychological services including but not limited to psychological testing fees.
- vi. Summer school programs
- vii. Non co-curricular after school programs
- viii. School Board services
- ix. Office of Superintendent Services
- x. Debt service reduced by offsetting revenue
- xi. Out of district tuition
- xii. Vocational tuition

2. Create an adjustment factor based on the rate of increase or decrease to the cost used to calculate the base tuition rate and the actual cost determined by (c.1) above, and use this factor against the total base tuition billed in the prior year to generate the cost adjustment to be applied:

$$\frac{\text{Estimated Cost-Actual Cost}}{\text{Estimated Cost}} \times \text{Total Base Tuition Billed in PY}$$

d. Cost of Future Capital Improvements. The Newfound Area School District shall have the right and opportunity to make capital improvements or additions to facilities serving students under this agreement. Should such capital improvement be implemented after the date of this agreement, the amount of the Bond and Interest shall be included in the base tuition calculation for Hill students for the duration of the Bond. The Newfound Area School District, 4 months prior to a vote on a bond issue for construction of new facilities or additions to any school that impacts this agreement, shall notify the Hill School district of a pending vote on a bond issue. Upon receipt of such notice, the Hill School District may terminate this agreement with a two year notice to the Newfound Area School District.

e. Any action by the Federal or State legislature that impacts the budget will allow Newfound the option of adjusting the tuition rate in proportion to the change in federal and/or state funding.

f. Financial Records. Hill or its representative shall be provided with access to the accounting of all records, data, reports and all materials of any nature used to calculate or finalize costs billed to the School District under this agreement.

g. Tuition Notification. On or before October 1<sup>st</sup> of each year, Newfound shall supply to the Hill School Board a written statement of the estimated tuition rate for the next succeeding school year.

h. Tuition & Additional Cost Billing. Invoices for tuition students will be issued in four installments based on the schedule below. The tuition portion of the payment will be billed in installments 2, 3, and 4 using 1/3 of the base tuition rate multiplied by the greater of the actual enrollment for the quarter or 95% of the projected student count provided by Hill (as defined in #10 below). Additional services provided by Newfound for the quarterly billing period that are not covered by the base tuition rate will be billed on an actual basis and included on each quarterly invoice shown on the schedule below:

<b>Quarterly Billing Schedule</b>					
	<b>Billing Period</b>		<b>Invoice Date</b>	<b>Payment Due Date</b>	<b>Payment Type</b>
	<b>From:</b>	<b>To:</b>			
Quarter 1	July 1	August 31	September 15	October 15	Summer Billing + Additional Svcs
Quarter 2	September 1	November 30	December 15	January 15	1/3 Tuition + Additional Svcs.
Quarter 3	December 1	February 28/29	March 15	April 15	1/3 Tuition + Additional Svcs.
Quarter 4	March 1	June 30	July 15	August 15	1/3 Tuition + Additional Svcs.

10. Student Count.

- a. Projected. On or before October 15<sup>th</sup> of each year, the Hill School District shall supply Newfound with a written estimate of the number of regular and special education students who will be attending Newfound in the next succeeding school year. Hill shall pay Newfound tuition based on the greater of 95% of the written estimate of the number of students or the actual number of students who attend Newfound in the year for which the written estimate was provided.
- b. Dual Enrollment. Hill will pay Newfound a tuition rate determined on a case-by-case basis for non-public or home educated pupils from Hill who access public school programs in Newfound in grades 7-12. In such a case, the tuition shall be pro-rated based on the number of courses and/or the extra-curricular activities in which the pupil participates.

11. Maintenance of Program. Newfound shall at all times maintain an approved program for grades 7 through 12. Currently Newfound operates a middle school for grades 6 through 8 and a high school serving grades 9 through 12. Newfound reserves the right to change the grade configuration of its middle and high schools. If Newfound should do so, Hill will be given two years notice of such change and will have the option to renegotiate or opt out of this agreement by giving two years notice to Newfound.

12. Student Transportation. Hill will be responsible for transporting students to and from Hill and Newfound Memorial Middle School and Newfound Regional High School, including a late bus for students who remain after school for activities.

13. Curriculum Coordination. The parties agree that all efforts at curriculum coordination between Hill's elementary school and Newfound Memorial Middle School are to be encouraged.

14. Special Education Liaison. The parties agree that the interests of students and both districts are served by having a Hill LEA present at all IEP meetings.

15. School Year Calendar. The parties agree that coordination of school year calendars is to be encouraged and that the Administration shall establish appropriate vehicles to facilitate such coordination on an annual basis. In the event of a disagreement, Newfound's calendar will control.

16. Joint School Board Meetings. The parties agree that the School Boards will meet at least one time each year at Newfound and at such other times as the parties shall agree, so that the Newfound Area School Board may have the benefit of the suggestions and recommendations of the Hill School Board on curriculum, financial matters, and policies of Newfound Middle School and Newfound High School. The parties agree that the annual joint meeting will be held in March or April of each year.

18. Participation at School Board Meetings. Hill School Board members are encouraged to attend Newfound Area School Board meetings and shall be permitted to provide input during the Public Comment Section of the agenda. Hill citizens shall be entitled to attend Newfound Area School Board meetings and to provide input during the Public Comment Section of the agenda on issues pertaining to the middle and high schools.

19. Contract Dispute. Should either party have a complaint as to the operation of this agreement, that complaint shall be stated in writing to the Superintendent of Schools of the other District. If the Newfound Superintendent of Schools and the Hill Superintendent of Schools cannot resolve the dispute, it shall be presented to both School Boards which shall in good faith attempt to resolve the dispute. Should the two boards be unable to resolve the dispute, 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.

20. Severability. In the event any provision of this agreement is found to be invalid, the remaining provisions shall continue in full force and effect to the maximum extent possible.

21. State Board of Education Approval. The parties agree that this contract shall be binding after approval of the contract by Hill and approval of the contract by Newfound at their annual school district meetings and approval by the State Board of Education pursuant to RSA 194:22.

IN WITNESS WHEREOF, Newfound Area School District has caused this Agreement to be executed by its duly authorized officers, and the School Board of the Hill School District has executed this Agreement on the day and year first above written.