

**Tailing Out Agreement between  
The Newfound Area School District and the  
Towns of Bridgewater, Hebron and Groton**

**THIS AGREEMENT** is entered into by and between the Newfound Area School District (“Newfound”) located in the counties of Grafton, Belknap and Merrimack and State of New Hampshire, and the Towns of Bridgewater, Hebron and Groton (“the Towns”) located in the county of Grafton and State of New Hampshire, by and through their appointed Steering Committee, whose purpose is to facilitate the withdrawal from SAU #4.

**WHEREAS** Newfound does not desire to cause any disruption to the education of those students from Bridgewater, Hebron and Groton who are enrolled in Newfound’s Middle School or High School upon July 1, 2025, the effective date of the creation of the Special Purpose School District [“SPSD”]; and

**WHEREAS** the legislation adopted to allow for the withdrawal of the Towns is designed to enhance school choice and calls for the withdrawing Towns and Newfound to work together collaboratively; and

**WHEREAS** The Towns are desirous of reducing the financial impact of the potential withdrawal of the Towns from the Newfound Area School District; and

**WHEREAS**, the Towns, by and through their appointed Steering Committee are amenable to the continued attendance of Students who are enrolled in Newfound’s Middle School or High School upon July 1, 2025, (the effective date of the creation of the Special Purpose School District) and who desire to complete their education at Newfound;

**NOW, THEREFORE**, in consideration of the promises and of the covenants and agreements hereinafter set forth, and contingent upon the adoption by the Towns of House Bill 349, and the subsequent affirmation by the Board of the SPSPD, it is mutually covenanted and agreed as follows:

1. Tailing Out Agreement. In the event that the Towns vote at their 2024 Annual Meetings to adopt House Bill 349, and create a Special Purpose School District, the students from the Towns who are enrolled in either Newfound’s middle school or high school as of July 1, 2025, the effective date of the creation of the Special Purpose School District shall, by their choice, be permitted to continue in attendance at Newfound Middle and High School through either their graduation date from High School or attaining age 21,

whichever is sooner,<sup>1</sup> provided they exhibit appropriate citizenship and conduct in accord with the Student Code of Conduct.

Nothing in this Agreement shall prohibit the SPSD from placing special education students in out-of-district placements when the placement is necessary for the student to receive a free appropriate public education or from making an assignment on the basis of the best interests of a student or for manifest educational hardship.

2. High School Tuition. Newfound shall charge the Special Purpose District a per student cost for high school students based on the average per pupil high school cost for the previous school year, inclusive of normal expenses associated with special education, less Newfound's transportation costs, other than those transportation costs associated with field trips and athletic activities.
3. Middle School Tuition. Newfound shall charge the Special Purpose District a per student cost for middle school students based on the average per pupil middle school cost for the previous school year, inclusive of normal expenses associated with special education, less Newfound's transportation costs, other than those transportation costs associated with field trips and athletic activities.
4. Term of Agreement. This agreement shall expire upon the last eligible student from the SPSD graduating from High School or attaining age 21 (or 22, consistent with RSA 186-C:2).
5. Educational Quality. Newfound shall provide the Special Purpose District students with access to the same education and opportunities that it provides to Newfound students. The SPSD students shall be treated in the same fashion as Newfound students and shall be subject to the same disciplinary procedures and protections as resident students, including suspension and expulsion from school. Newfound shall ensure that SPSD students are subject to the same expectations and obligations as are imposed upon its resident students. Newfound shall ensure that SPSD students are afforded all the same rights, protections, privileges and opportunities it extends to its resident students. Newfound shall provide the same quality of special education service and support that it provides to resident students enrolled at Newfound High School.

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<sup>1</sup> Students identified as a "child with a disability" under the IDEA may continue in attendance until their 22<sup>nd</sup> birthdays in accord with RSA 186-C:2.

6. Aid, Documentation and Placement. Special education aid and any other aid will be credited to the student's district of residence. Newfound shall supply the SPSD with any service logs or other documentation required for application for Medicaid reimbursement.

The parties agree that the decision as to whether a SPSD students' needs can be met within the Newfound School District rests with the student's IEP team. The decision concerning assignment of a special education student from SPSD to a special program or facility outside of the Newfound School District shall be made with equal input from Newfound's IEP team and the LEA representative from SPSD. When the decision has been made that a student's needs cannot be met in Newfound, it shall be SPSD's responsibility to determine that student's placement. SPSD shall bear all the costs of any such special program or facility and the transportation to that facility.

7. Capital Costs. Proportional capital costs pertaining to the High School are included in the high school tuition rate. Capital costs which are not directly related to the Newfound High School shall not be included in the high school tuition rate and SPSD shall not be responsible for those costs. Proportionate capital costs pertaining to the Middle School are included in the middle school tuition rate. Proportional capital costs which are not directly related to the Newfound Middle School shall not be included in the middle school tuition rate and SPSD shall not be responsible for those costs.

8. Financial Records. SPSD 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 tuition billed to the SPSD under this agreement. The Newfound School Board shall report its middle and high school expenditures on the DOE25 separately from its other schools, defining the middle and high school costs.

9. Tuition Payment Schedule and Adjustments for Enrollments and Withdrawals. The SPSD School District agrees to pay tuition in three annual payments: the first payment shall be 25% of the total annual payment and shall be paid on or before October 15 of each year; the second payment shall be for 50% of the total tuition due and shall be paid by February 15 of each year, and the third payment shall be for 25% of the total tuition due and shall be paid by May 1 of each year.

The SPSD shall pay tuition for each student enrolled for an entire school year, and the daily pro-rated amount of tuition for any student enrolled for less than the year. SPSD students who withdraw from school before the end of the school year shall result in a pro-rated credit to SPSD. If a SPSD student is enrolled during the school year, the tuition will be pro-rated. All pro-ration shall be based on a 180 day school

year. Adjustments in tuition owed or credited will be made in the final payment. On or before June 30 of each year, a final adjustment or reimbursement as the case may be will be made to account for partial attendance or enrollments after the commencement of the school year, as well as the actual versus estimated average per pupil cost.

10. Tuition Estimate Notification.

- a. Written Estimate. On or before November 1<sup>st</sup> of each year, starting with November 1, 2024, Newfound shall supply to the SPSD Board a written estimate of tuition for the next succeeding school year. Newfound may survey SPSD families regarding their intent to continue enrollment.
- b. Dual Enrollment. The SPSD will pay Newfound an agreed upon tuition rate determined on a case-by-case basis for non-public or home educated pupils from the SPSD who access public school programs in the Newfound Middle or High School. In such a case, the tuition shall be prorated based on the number of courses and/or the extra-curricular activities in which the pupil participates.

11. Legal Matters. The SPSD shall be responsible for the costs of retaining its own legal representation in special education matters pertaining to SPSD students which result in a due process hearing. The Newfound School District shall be responsible for defending itself against allegations by third parties, parents, guardians or students that it has engaged in any form of disability-based discrimination.

In the event the SPSD is the subject of a complaint to the Office for Civil Rights regarding conduct by the Newfound Area School District, Newfound shall be responsible for the costs of responding to the complaint. In the event that Newfound is the subject of a complaint to the Office for Civil Rights regarding conduct by the SPSD, the SPSD shall be responsible for the costs of responding to the complaint.

12. Participation at School Board Meetings. SPSD citizens shall be entitled to attend Newfound School Board meetings and address the School Board in the same manner and to the same extent as Newfound citizens as to issues pertaining to the middle or high school. Except as otherwise permitted by State law, SPSD citizens' participation shall be limited to issues pertaining to the middle or high school or relevant to this agreement.

13. Educational Records. Newfound shall provide SPSD with access to educational records for its resident students, including, but not limited to,

report cards and attendance records and any required IEP progress reports for the pupils enrolled under the provisions of this Agreement, to the extent permitted by law.

14. Discipline. All SPSD students attending Newfound Middle or High School shall be subject to the same rules and regulations pertaining to Newfound students attending Newfound Middle and High School. Newfound shall be legally responsible for student discipline and any matters arising out of such discipline, including any alleged violations of students' rights, will be the sole responsibility of Newfound.
15. Student Transportation. SPSD will be responsible for any transportation of students to and from SPSD and the Newfound Middle School or Newfound High School. The decision whether or not to provide High School transportation shall be within the sole discretion of the SPSD School Board. Nothing herein shall prohibit the SPSD and Newfound from reaching a separate agreement as to student transportation.
16. Disputes. 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. If the Superintendents cannot resolve the dispute, it shall be presented to the School Boards which shall jointly seek to resolve the dispute. Should resolution prove impossible, the dispute shall be referred to private mediation. If private mediation is unsuccessful then the dispute shall be referred to the State Board of Education for a decision in accordance with administrative rules Ed 200 or, et seq., which decision may be appealed to a court of competent jurisdiction.
17. Curriculum Coordination. The parties agree that all efforts at curriculum coordination, for the Middle School and High School, are to be encouraged and that the Administration shall establish appropriate vehicles to facilitate such coordination immediately following contract approval. The status of efforts to coordinate the curricula shall be reviewed at least annually by the Districts' administrators.
18. Special Education Liaison. The parties agree that the interests of students in both districts are served by having a SPSD Special Education administrator or their designee present at all IEP meetings.
19. Career and Technical Education. SPSD students enrolled at Newfound High School shall be afforded the same access to Career and Technical Education as is afforded to Newfound students. Any school day transportation provided to Newfound resident students to and from Career and Technical Training sites shall be provided to SPSD students.

20. Termination. Either party may terminate this Agreement for cause. Cause shall be deemed to exist if SPSD fails to pay tuition that is lawfully due and owing or if Newfound fails to provide an adequate public education in accord with the terms of this Agreement. This Agreement shall not be terminated prior to exhaustion of the dispute resolution process set forth in paragraph 16. If this Agreement is terminated for cause, the termination shall take effect at the end of the applicable school year.
21. 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.
22. Contingent Approval. The execution of this Agreement by the authorization of the Withdrawal Study Committee, and its agreement thereto, is contingent upon the creation of the Special Purpose School District. This Agreement shall also be contingent upon the vote of the duly elected School Board of the Special Purpose School District to approve the same.

**IN WITNESS WHEREOF**, each Party has caused this Agreement to be executed by its duly authorized officers and representatives, on the day and year first above written.