

MOU: FIXED COST PART-TIME POSITIONS 2025-2026

BETWEEN NEWFOUND AREA AND PASQUANEY SCHOOL DISTRICTS

THIS MOU is entered into by and between the Newfound Area School District ("Newfound") with a business office in Bristol, New Hampshire and the Pasquaney School District ("Pasquaney") with a business office in Bridgewater, New Hampshire.

WHEREAS Newfound and Pasquaney entered into a long-term tuition agreement for the education of their students.

WHEREAS Newfound employs elementary art, music, physical education teachers, a school social worker and a behavior specialist;

WHEREAS Pasquaney requires the part-time services of elementary art, music, physical education teachers, a school social worker and a behavior specialist;

NOW, THEREFORE, Newfound and Pasquaney enter into the following MOU for provision of and payment for those services:

ASSIGNMENT OF STAFF.

Newfound will assign its elementary art, music and physical education teachers to work 20% of the work week, every week that school is in session, during the regular 180 instructional days per school year, at Bridgewater-Hebron Village School ("BHVS") to provide services to students attending that school;

Newfound will assign its school social worker and its behavior specialist ("service providers") to work 16.7% of their time during their 190 day contract, at Bridgewater-Hebron Village School to provide services to students attending that school.

Newfound's service providers shall be subject to Newfound's personnel policies and collective bargaining agreements while working at BHVS. Newfound shall retain sole authority over decisions regarding compensation, performance, evaluation, discipline, hiring, benefits, employee-related tax filings, discharge of the above Newfound staff members and maintenance all necessary employee-related insurances.

Newfound's obligation to assign staff is limited to staff members who are employees of Newfound. In the event that it becomes necessary for Newfound to replace an employee, with an independent contractor, for any of the foregoing services, Newfound's obligation to assign staff to provide the services of that former employee to BHVS, is terminated. However, nothing herein shall be deemed to prohibit the parties from entering into a subsequent agreement to share the services of an independent contractor.

Pasquaney shall provide, furnish, equip and maintain suitable workspaces at BHVS to accommodate Newfound's service providers while they are working at BHVS.

PAYMENT.

Pasquaney shall reimburse Newfound its share of all employment-related expenses incurred by Newfound under this Agreement which includes an annual administrative fee that covers costs associated with payroll, human resources, supervision, and other administrative costs as follows:

Elementary art, music and physical education teachers, 20% of Newfound’s total costs per year for salary and benefits plus a yearly administrative fee of \$826.23 (divided into 12 monthly payments) ;

School social worker and its behavior specialist (service providers), 16.7% of Newfound’s total costs per year for salary and benefits plus a yearly administrative fee of \$826.23 (divided into 12 monthly payments) .

BILLING

Newfound will bill Pasquaney monthly.

Pasquaney will pay all bills within 30 calendar days of receipt by Pasquaney. A late fee of 5% will apply for payments made after 30 days.

TERM

The term of this MOU shall commence on July 1, 2025 and shall end on June 30, 2026 unless renewed by mutual agreement of the parties. This agreement may be terminated by mutual agreement of the parties at any time.

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. In the event of a disagreement over amounts due to Newfound, Pasquaney shall make prompt payment of all sums not in dispute. 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.

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Newfound Areas School District Chair/Date

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Pasquaney School District Chair/Date