

Agreement to Provide Educational Services

This agreement is entered into between the school boards of the Pemi-Baker Regional School District ("PBSD") and the Pasquaney School District ("Pasquaney") regarding the terms under which some Pasquaney students may attend Plymouth Regional High school.

WHEREAS, RSA 193:3, IV permits any person having custody of a child to apply to enroll that child in a non-resident school district and for the non-resident school district to charge tuition to the parent or to enter into an agreement for payment of tuition with the school district in which the child resides; and

WHEREAS, Pasquaney wishes to enter into an agreement with PBSD for payment of tuition for some of its students pursuant to RSA 193:3,IV, and in accordance with the terms of this Agreement; and

WHEREAS, Plymouth High School meets the requirements of the laws of the State of New Hampshire, and PBSD desires to have certain Pasquaney students attend the School under the terms of this Agreement and pursuant to the laws of the State of New Hampshire; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree that PBSD will accept Pasquaney students into Plymouth High School and Pasquaney will enroll some of its high school students at Plymouth High School, for the 2025-2026 school year, under the following terms and conditions:

1. Base Tuition: Pasquaney shall pay PBSD base tuition. The base tuition rate shall be the prior year's cost per student at Plymouth High School per the State defined formula as indicated on the PBSD year-end financial report that is submitted to and approved by the Department of Education ("DOE25").
2. Additional Tuition: The parties acknowledge that the general expenses associated with special education are included within the formula for calculating the general tuition rate. Additional costs outside of routine case management will be determined by the SAU 48 Superintendent of Schools. Services billed separately include all those required for students having supplemental services required through 504 plans, Individual Education Plans, out of district tuition, transportation as a related service, and outside-contracted related services. All property purchased as part of these services shall be the property of Pasquaney.
3. Transportation: Pasquaney will be solely responsible for transportation of Pasquaney students between home and school. Enrolled students shall have full access to all extra-curricular transportation services (athletics, field trips, etc.) in the same manner as is customary for a student resident of PBSD for transportation between the activity and Plymouth High School.
4. Dual Enrollment: Pasquaney will pay the PBSD the agreed upon tuition rate prorated based upon the number of courses and or extracurricular activities in which the pupil

participates for non-public or home educated pupils residing in the Pasquaney School District.

5. Estimate of tuition. Each year, PBSB shall notify Pasquaney by October 1 of the number of spaces for Pasquaney students PBSB expects to have available for the upcoming school year. Prior to November 1, SAU #48 shall notify Pasquaney of the projected tuition rate for the following school year.
6. Estimated Number of Students. Each year, prior to November 1, Pasquaney shall notify PBSB of its estimated number of students to be enrolled for the following school year, per grade (9-12). If the actual enrollment drops below the projection by more than 50%, a placeholder's cancellation fee of \$5,000 per student may be imposed by the PBSB.
7. Supplemental Tuition. In addition to the Base Tuition, Pasquaney agrees to pay supplemental special education tuition (the "Supplemental Tuition") for each student identified as needing special education services, whether such services are provided during the academic school year or the extended school year. The amount of Supplemental Tuition shall be based upon the cost, per unit, of any special education services provided to the Student, including but not limited to costs related to the evaluation of a student and any costs incurred as a result of services imposed under Section 504 of the Federal Rehabilitation Act or any similar law. In addition to the Supplemental Tuition, Pasquaney shall cover all costs for one-on-one nurses, aides and paraprofessional services, adaptive technology and all costs associated with any out-of-district placements.
8. Billing. Tuition will be invoiced in October of each year, with equal payments due on November 15th February 15th and May 15th. The May 15th invoice will reconcile for students late to enroll or early to withdraw in any given school year on a per diem basis. Students withdrawing after May 15th shall be deemed to have been enrolled for the full school year.
9. Reservation of Rights. PBSB reserves the right and sole discretion to give enrollment priority to its own residents and to determine the number of spaces available to Pasquaney based upon space needs, enrollment projections, program availability, staffing, budgetary limitations, and the collective resources of the district. Further, PBSB may deny enrollment of any student for whom it does not have an existing appropriate program, or who is subject to a current suspension-expulsion, or who has a significant history of drug use, material misconduct and/or violence. The Parties recognize that either district may enter into other agreements with other school districts regarding the enrollment of high school students and that Pasquaney students may enroll elsewhere (other than at Plymouth High School).
10. Special Education Placements. The parties agree that the decision as to whether a Pasquaney special education student's needs can be met within Plymouth High School rests with the student's IEP team. The decision concerning assignment of a special education student shall be made with equal input from the PBSB IEP team and Pasquaney's LEA representative. In the event of disagreement between the districts as to whether Plymouth High School has an appropriate in program for

the student, the final decision shall be up to the PBSB. When the decision has been made that a student's needs cannot be met at Plymouth High School, Pasquaney shall be responsible for determining that student's placement and shall bear all the costs of the placement and transportation to the placement.

11. Legal Expenses. Pasquaney shall be responsible for the costs of retaining its own legal representation in special education and Section 504 matters pertaining to Pasquaney students which result in a due process hearing. PBSB 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 that Pasquaney is the subject of a complaint to the Office for Civil Rights regarding conduct by PBSB, PBSB shall be responsible for the costs of responding to the complaint. In the event that PBSB is the subject of a complaint to the Office for Civil Rights regarding conduct by Pasquaney, Pasquaney shall be responsible for the costs of responding to the complaint.
12. Curriculum. It is expressly understood and accepted by both the PBSB & Pasquaney that the PBSB by and through its School Board and Superintendent of Schools shall have exclusive authority over programming and other matters, subject to legal & regulatory jurisdiction.
13. Medicaid. PBSB shall supply Pasquaney with any service logs or other documentation required for application for Medicaid reimbursement.
14. Financial Records. Pasquaney or its representative shall be provided with access to the accounting of records, data, and reports relied upon to calculate or finalize costs billed to Pasquaney under this Agreement.
15. Rules; Discipline; Records. The Parties agree that Pasquaney Students will be subject to all applicable rules and regulations of the PBSB during the term of this Agreement. PBSB may take disciplinary action, up to and including expulsion of a Student from Plymouth High School. Pasquaney's superintendent shall be copied on any written notice of disciplinary action or hearing of a Pasquaney Student.
16. Report Cards The Districts shall provide each other 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.
17. Dispute Resolution. Should either party have a complaint as to the operation or interpretation of this Agreement, that complaint shall be stated in writing to the Superintendent of Schools for the other party and the Superintendents shall work together to resolve the issue. If the Superintendents cannot resolve the dispute, it shall be referred to a private mediator jointly selected by the superintendents and paid for jointly by the districts. Should resolution prove impossible by the mediator, the issue 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.

18. Term and Termination. This Agreement shall automatically renew each fiscal year (July 1-June 30), unless terminated by mutual agreement of the parties, or by written notification by one party to the other party. If terminated by mutual agreement, the parties will determine the effective date of the termination. If terminated by written notice from one party to the other, then the termination shall take effect at the conclusion of the school year after the school year in which the notice is given (for example, if the written notice is provided on June 1, 2025, then the termination would take effect on June 30, 2026). Upon termination of the Agreement, in any event, PBSB agrees to allow any Pasquaney student who is enrolled on the date of termination to continue attending Plymouth High School until s/he graduates, provided that Pasquaney timely pays any tuition due under the terms of this Agreement, which terms the Parties agree shall survive termination with respect to such students.

19. Miscellaneous. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, whether oral or written between the parties pertaining to the subject matter of the Agreement. This agreement may only be amended by the mutual written agreement of the Parties.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized officers and representatives, on the below dates:

Pemi-Baker Regional School District, by its duly authorized school board:

Date: _____

Lisa Ash, Chair

On behalf of Pemi-Baker School Board

Duly Authorized

Pasquaney School District, by its duly authorized school board:

Date: 11/14/2024

Mark Coulson

Date: 11/14/2024

Virginia Hale Parker

Date: _____

Erick Piper