

**Reciprocal Tuition Agreement between
The Newfound Area School District and
The Pasquaney School District**

THIS AGREEMENT is entered into by and between the Pasquaney School District ("Pasquaney") located in the County of Grafton and State of New Hampshire, and the Newfound Area School District ("Newfound") located in the County of Grafton and State of New Hampshire (collectively "the districts" or "districts").

WHEREAS Newfound currently maintains Newfound Memorial Middle School and Newfound Regional High School; and effective July 1, 2025, Pasquaney will maintain Bridgewater Hebron Village School ("BHVS");

WHEREAS Pasquaney wants its middle and high school pupils to be able to attend Newfound Memorial Middle School and Newfound Regional High School, and Newfound wants SAU 4 students currently enrolled at BHVS in grades one through four, to be able to remain at BHVS until eligible to attend Newfound Memorial Middle School;

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

1. "Tailing Out of Enrollment" of Newfound Students at the Bridgewater-Hebron Village School.

The districts agree that those elementary school-age SAU 4 students who are enrolled in BHVS during the 2024-2025 school year and who upon July 1, 2025, desire to attend the second (2^d) through fifth (5th) grade for the 2025-2026 school year at the BHVS may be permitted to do such, provided they exhibit appropriate citizenship and conduct in accord with the code of conduct to be adopted by Pasquaney; Newfound shall pay tuition in accord with paragraph 12, herein. In the event that Newfound expands its middle school to include fifth (5th) grade, Newfound students attending BHVS may be permitted to attend BHVS only through fourth (4) grade and will return to Newfound schools for fifth (5th) grade.

Newfound shall be deemed the "sending district" as to all resident students that it assigns to BHVS, and Pasquaney shall be deemed the "receiving district" as to all such students. Newfound shall notify Pasquaney by October 15 of each year of the number of students it intends to enroll in BHVS for the following year.

2. Enrollment of Pasquaney Students at the Newfound Middle and High Schools.

The districts agree that those middle and high school age students residing in Pasquaney who are entering the sixth (6th) through twelfth (12th) grades during the 2025-

2026 school year shall, by their choice, be permitted to enroll at Newfound Middle and High School in their appropriate grade for the 2025-2026 school year provided they exhibit appropriate citizenship and conduct in accord with the Newfound Student Code of Conduct. Pasquaney may add a 6th grade at the BHVS for the 2025-2026 school year, and if it does such, then those students entering middle school grades seven, eight or high school during the 2025-2026 school year shall be permitted to enroll at Newfound per the above. Pasquaney shall pay tuition in accord with Paragraph 12, herein.

Pasquaney shall be deemed the "sending district" as to all resident students that it assigns to the Newfound Middle School and High School, and Newfound shall be deemed the "receiving district" as to all such students. Pasquaney shall notify Newfound by October 15 of each year of the number of students it intends to enroll at Newfound.

3. Mutual Disclosures.

It is the intent of Newfound to tail out enrollment at the BHVS on a year-by-year basis. During the 2024-2025 school year Newfound's current plan is that no new Kindergarten Students from SAU 4 will be enrolled at BHVS. The objective of Newfound is to allow these students enrolled at BHVS as of the 2024-2025 school year to complete their grades 2-5, or if Newfound expands its middle school to include 5th grade, grades 2-4 education at BHVS. Upon completion of 5th grade, or upon completion of 4th grade if Newfound expands its middle school to include 5th grade, these students shall transition to Newfound Middle School.

It is the intent of Pasquaney to add one new grade year-by-year to the BHVS starting with the 2025-2026 school year until it is operating a K through 8th grade elementary and middle school. As a result, Pasquaney enrollment at the Newfound Middle School shall be reduced correspondingly, grade-by-grade, starting with the 6th grade being assigned to BHVS in the 2025-2026 school year, such that by the 2027-2028 school year all Pasquaney students in grades K-8 are attending the BHVS. Pasquaney reserves the right to defer the addition of the 6th grade at BHVS until the 2026-2027 school year, and if it does such, then students in grade 6 shall be permitted to attend Newfound during the 2025-2026 school year.

4. Pasquaney's Current Plan.

Pasquaney's current plan is that it will continue to enter into subsequent tuition agreements to continue to allow its students and families school choice which includes the ability to choose to attend Newfound Regional High School. Newfound's intention is to allow enrollment of Pasquaney students in its middle and high schools provided that Newfound has space available and can accommodate them with existing programs.

5. Assignment of Students.

Nothing in this Agreement shall prohibit the districts from entering into other tuition

agreements or prohibit parents from enrolling their child in other public schools pursuant to NH RSA 193:3(IV). The districts reserve the right to reassign students who demonstrate that reassignment is in the best interest of the child or that the assignment creates a manifest educational hardship. Nothing in this Agreement shall prohibit the districts from placing their special education students in out-of-district placements when the placement is necessary for the student to receive a free appropriate public education.

Students who move into Pasquaney during the term of this Agreement shall be permitted to enroll in their corresponding grade in accordance with the terms of this Agreement.

6. Term of Agreement.

The term of this agreement shall commence on July 1, 2025, and end on June 30, 2028. Any Pasquaney students who have not yet graduated or exited the Newfound High School as of June 30, 2028, shall, at their choice, be permitted to continue to attend Newfound High School, provided they are enrolled at the Newfound High School for the 2027-2028 school year. If Pasquaney delays the addition of the 6th grade by one year to the 2026-2027 school year, the term of this agreement shall be extended by one year and shall end on June 30, 2029. Each school board shall notify the other school board by June 30, 2026 if it wishes to extend this agreement. However, if Pasquaney delays the addition of sixth grade to BHVS to the 2026-2027 school year thereby extending this agreement until June 30, 2029, each school board must notify the other school board by June 30, 2027 if it wishes to extend this agreement beyond June 30, 2029.

7. Out of District Special Education Placements.

The parties agree that the decision as to whether a tuitioned student's needs can be met within the other district rests with the student's IEP team. The decision concerning assignment of a special education student from either district to a special program or facility outside of that district shall be made with equal input from the district's IEP team and the LEA representative from the tuitioned student's resident district. In the event of disagreement between the districts as to whether the receiving district has an appropriate in district program for the student, the final decision shall be up to the receiving district. When the decision has been made that a student's needs cannot be met in the receiving district, it shall be the sending district's responsibility to determine that student's placement (outside of the receiving district). The sending district (the tuitioning district for the student) shall bear all the costs of any such special program or facility and the transportation to that facility.

8. Educational Quality.

The districts shall provide the tuitioned students with access to the same education and opportunities that they provide to their resident students. Tuitioned students shall be treated in the same fashion as resident students and shall be subject to the same disciplinary

procedures and protections as resident students, including suspension and expulsion from school. Each district shall ensure that students are subject to the same expectations and obligations as are imposed upon its resident students. The districts shall ensure that tuitioned students are afforded all the same rights, protections, privileges and opportunities they extend to their resident students. The districts shall provide the same quality of special education service and support to tuitioned students that they provide to resident students.

9. Career & Technical Education.

Pasquaney 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 CTE tuition, fees, and transportation which are not included in the regular education tuition as defined in Paragraph 11 of this agreement will be billed separately to Pasquaney. Should any costs for attendance at the CTE program be incurred that are not listed in this paragraph, Pasquaney will be responsible for said costs.

10. Discipline.

All tuition students attending shall be subject to the rules and regulations pertaining to the resident students. The receiving district will be legally responsible for student discipline while students are under the jurisdiction of the receiving district, and any matters arising out of such discipline, including any alleged violations of students' rights, will be the sole responsibility of the receiving district. If a student's conduct on a sending district bus would have resulted in discipline if the conduct had occurred on a receiving district bus, the receiving district may, in addition to the sending district, discipline the student.

11. 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.

12. Tuition and Costs.

The districts shall pay tuition to each other 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) the receiving district's assessment growth rate, up to any tax cap, 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 the receiving district on the MS-22 for the schools serving tuitioned

students for the year preceding the year for which tuition is being determined, less the cost of the following:

- 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 the receiving district'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

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 sending 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 sending district quarterly based on the schedule provided in (g) below. Special education aid or any other aid will be credited to the student's district of residence. Each district shall supply the other district with any service logs or other documentation required for application for Medicaid reimbursement.
- c. Cost Adjustment. During the second year a cost adjustment will be applied to each district'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:
 - i. Generate a new base cost using the per pupil operating cost from the total expenditures reported by the receiving district on the MS-25 for the schools

serving tuitioned students for the prior year less the following costs incurred:

- One to one aides
 - In-district transportation & related fuel charges (except for the cost of field trips and co-curricular activities included in the receiving district's general fund operating budget)
 - In and out of district special education transportation
 - Homeless transportation
 - 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.
 - Summer school programs
 - Non co-curricular after school programs
 - School Board services
 - Office of Superintendent Services
 - Debt service reduced by offsetting revenue
 - Out of district tuition
 - Vocational tuition
- ii. 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.i) above, and use this factor against the total base tuition billed in the prior year to generate the cost adjustment to be applied:

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

Any action by the Federal or State legislature that impacts the budget will allow the receiving district the option of adjusting the tuition rate in proportion to the change in federal and/or state funding. To the extent that the districts enter into separate contractual agreements that share costs or staff, the tuition formula shall be adjusted to avoid double payment by either district.

- d. 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 the sending district per paragraph 12, below. Additional services provided by a district 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:

Quarterly Billing Schedule

Billing Period					
	From:	To:	Invoice Date	Payment Due Date	Payment Type
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.

By mutual agreement, the districts may engage in net billing where the two quarterly invoices are set off against the other invoice with the net invoice being paid by the district with the net sum due.

- e. Aid. Special education aid and any other aid will be credited to the student's district of residence. The districts shall supply each other with any service logs or other documentation required for application for Medicaid reimbursement.
- f. Financial Records. Each district 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 other district 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.

The sending districts shall pay tuition for each student enrolled in the receiving district for an entire school year, and the daily pro-rated amount of tuition for any student enrolled for less than the year. 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.

13. Tuition Estimate Notification

- a. Written Estimate. On or before October 30, 2024 and on or before October 15, 2025, the districts shall supply to the other School Board a written estimate of tuition for the next succeeding school year. Each district may survey enrolled families regarding their intent to continue enrollment.
- a. Dual Enrollment. The districts will pay each other an agreed upon tuition rate determined on a case-by-case basis for non-public or home educated pupils from the sending district who access public school programs in the receiving district. 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.

14. Legal Matters.

Each district shall be responsible for the costs of retaining its own legal representation in special education matters pertaining to its resident students which result in a due process hearing. Each 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 either sending district is the subject of a complaint to the Office for Civil Rights regarding conduct by the receiving district, the receiving district shall be responsible for the costs of responding to the complaint. In the event that the receiving district is the subject of a complaint to the Office for Civil Rights regarding conduct by the sending district, the sending district shall be responsible for the costs of responding to the complaint.

15. Participation at School Board Meetings.

The citizens of a sending district shall be entitled to attend the receiving district's School Board meetings and address the School Board in the same manner and to the same extent as resident citizens as to issues pertaining to the school in which tuitioned students are enrolled. Except as otherwise permitted by state law, a citizens' participation shall be limited to issues pertaining to the receiving school or relevant to this agreement.

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 BHVS, 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

18. Special Education Liaison.

The parties agree that the interests of students in both districts are served by having a Special Education administrator or designee present at all IEP meetings.

19. Educational Data, Reports and Records.

Each sending district shall have reasonable access to the other district's educational records for the sending district's resident pupils consistent with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g. Upon reasonable request, a district shall provide the other district's administrators with access to appropriate information pertaining to student educational data, reports, and records including standardized test scores.

20. Termination.

Either party may terminate this Agreement for cause. Cause shall be deemed to exist if either district fails to pay tuition that is lawfully due and owing or if either district 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.

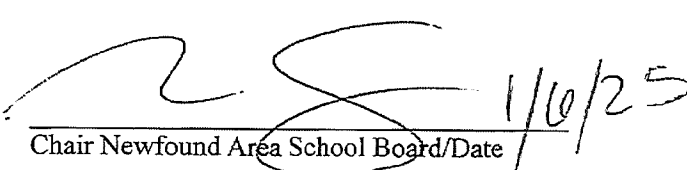
21. Severability.

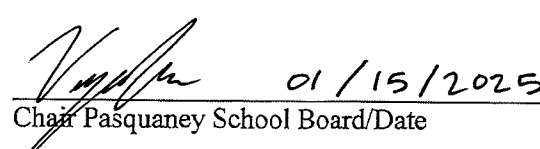
In the event any provision of this agreement is found to be invalid, the remaining provisions shall continue in full force and effect to the maximum extent possible.

22. Contingent Approval.

The approval of this Agreement is contingent upon the vote of the School Boards and of the districts to approve the same as well as an appropriation of a general budget line item by the citizens for tuition payments under this agreement.

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.


Chair Newfound Area School Board/Date 1/10/25


Chair Pasquaney School Board/Date 01/15/2025