

**Concord School District / Deerfield School District**  
**Amended Tuition Agreement**

THIS AGREEMENT entered into as of the eighth (8<sup>th</sup>) day of June, 2004, by and between the Deerfield School District ("Deerfield") located in the County of Rockingham and the State of New Hampshire, and the Concord School District ("Concord") located in the County of Merrimack and said State of New Hampshire, and amended as of September 30, 2013.

**WITNESS THAT**

WHEREAS said Deerfield School District, which does not maintain a high school, desires that its students in grades 9 through 12 attend high school in said Concord School District, and has authorized its School Board to enter into a long-term contract therefore on the terms and conditions hereinafter set forth; and

WHEREAS said Concord School District maintains a high school approved by the Department of Education of the State of New Hampshire and, through its School Board, is willing to receive students grade 9 through 12 from Deerfield and to afford them the complete course of instruction given in its high school; and

WHEREAS Deerfield and Concord are mutually aware of the educational and financial advantages to be enjoyed by both school districts through their association together under a long-term tuition contract; and

WHEREAS Deerfield and Concord desire to make certain amendments to this agreement;

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

**(1) STUDENT ENROLLMENT**

Deerfield shall send all of its students, grades 9 through 12, with the exceptions hereinafter noted in Section 8, to Concord for schooling and shall be responsible for the transportation methods and expenses in connection with such attendance; and Concord

shall accept said students and be responsible for their education on the same terms and conditions, providing them with access to the same opportunities for educational and cultural advancement and improvement as is the case with students residing in the City of Concord, including access to the regional vocational center. Deerfield students shall be subject to the same rules and regulations and due process procedures pertaining to all Concord School District students attending grades 9 through 12. Concord High School shall be deemed the assigned school for Deerfield students in grades 9 through 12 for the purpose of school attendance laws and shall be deemed the high school maintained by the Deerfield School District in accord with NH RSA 194:22.

(2) ATTENDANCE COMMENCEMENT, TERMINATION WITHOUT CAUSE AND MINIMUM TERM:

Attendance of Deerfield students in the Concord School District commenced at the inception of the 2004-2005 school year. The original agreement has continued beyond the minimum term of ten (10) school years, and would expire no sooner than June 30, 2016. This amended agreement reaffirms the maximum term of June 30, 2024.

(3) AUTOMATIC CONTINUATION – TERMINATION NOTICE – FINAL TERMINATION:

This contract shall automatically continue in force until June 30, 2024, unless a termination date is set by proper notice from either party, as set forth herein, whereupon the agreement shall terminate on the date so set. For the purposes of this section a school year shall be considered as beginning on July 1 and ending on June 30 of the following year.

If the Concord School District wishes to terminate without cause on or after June 30, 2016, it shall provide written notice of intent to terminate on or before June 30 in the year which is at least two (2) years prior to the date the termination becomes effective. Once such notice has been provided, no further Deerfield students would enter the freshman year beginning in the year following the effective date of termination, but Deerfield sophomores, juniors, and seniors enrolled during that year would continue until graduation under the same terms that governed the contract prior to the effective date of termination.

If the Deerfield School District wishes to terminate without cause on or after June 30, 2016, it shall provide written notice of intent to terminate on or before June 30 in the year which is at least two (2) years prior to the date the termination becomes effective. Once such notice has been provided, no further Deerfield students would enter the freshman year beginning in the year following the effective date of termination, but Deerfield sophomores, juniors, and seniors enrolled during that year would continue until graduation under the same terms that governed the contract prior to the effective date of termination.

(4) TUITION RATE:

- a. The Deerfield Tuition Rate will have three different rate calculation settings during the life of the amended contract. The tuition rate calculation will change in 2014-2015, 2015-2016, and again in 2017-2018.

The tuition rate will be calculated as follows:

- For the 2014-2015 school year the tuition rate will be the same as the 2013-2014 school year, which is \$14,163 per student.
- For both the 2015-2016 and 2016-2017 school year the tuition rate will be calculated by taking the total Concord High School expenditures for the most recently completed school year as reported by Concord School District, not the State, on its DOE-25 Financial Report and subtracting the total high school special education expenditures, regular and special education transportation expenditures and adding the net high school debt service bond payments. This total is then multiplied by the average of the last ten years of Concord High School expenditure increases. This total is then multiplied by a 5% capital fee. The net amount is then divided by the high school's average daily membership (ADM) as reported by the Concord School District, not the State, to determine the per student tuition rate.
- For the 2017-2018 school year until the 2023-2024 school year the tuition rate will be calculated by taking the total Concord High School expenditures for the most recently completed school year as reported by Concord School District, not the State, on its DOE-25 Financial Report and subtracting the total

high school special education expenditures, high school regular and special education transportation expenditures. This net amount is then multiplied by the average of the last ten years of high school expenditure increases. The net amount will then be divided by the high school's average daily membership (ADM) as reported by Concord, not the State, to determine the per student tuition rate. In addition, a capital fee of \$470 will be charged to each student and will increase in each subsequent year by the average of the last ten years of high school expenditure increases.

- b. Should the anticipated total students enrolled at Concord High School for any school year exceed 1900 students and the Concord School District agrees to continue to accept all Deerfield Students in grades 9, 10, 11, and 12, an additional amount equal to 1/9th of the tuition for the core educational program per student will be charged for all Deerfield students. This additional charge shall not remain in effect in a subsequent year if the anticipated total students enrolled at Concord High School drops below 1900 students. As of July 1, 2014, the provision set forth in this Subsection b. shall be stricken from this agreement and shall no longer be of any force and effect.
- c. The Concord School District shall, by December 15 of each year for the upcoming year, provide the Deerfield School District with a written estimate of anticipated expenses and charges that will be above and beyond the core educational program tuition. Such estimates may include estimated percentages of increase or decrease based on changing program costs. Deerfield will assist Concord in preparing these estimates by sharing information about potential extraordinary educational needs for incoming students prior to November 15 of each year for the upcoming year. Estimates provided shall not be construed as the final established rates to be charged for these services.
- d. All Deerfield privately schooled and home-schooled students who wish to take classes and/or participate in co-curricular activities shall meet the same eligibility requirements and guidelines that Concord High School students in the same

circumstances are required to meet. For Deerfield privately schooled and home-schooled students who access Concord's academic programs, tuition shall be equitably pro-rated based on the number of courses in which the student participates. For co-curricular activities, Deerfield students will pay the same fees that Concord students pay.

(5) TUITION PAYMENT – TIME OF MAKING:

The Deerfield School District agrees to pay tuition for students authorized to attend Concord School District in three annual payments: the first payment shall be a minimum of 25% of the total annual payment including tuition and additional charges and shall be paid on or before September 1 of each year; the second payment shall be for 50% of the total tuition and charges due and shall be paid by December 1 of each year; and the third payment shall be for 25% of the total tuition and charges due and shall be paid by May 1 of each year. As of the 2014-2015 school year, the first payment shall be paid on or before October 1 of each year; the second payment shall be paid by February 1 of each year; and the third payment shall be paid by May 1 of each year.

As of the 2016-2017 school year, Deerfield shall provide a guaranteed number of students to attend Concord High School by February 15 of each year for the upcoming school year and tuition for this number of students will be guaranteed for the upcoming school year. If the number of Deerfield students in attendance turns out to be less than anticipated, the Concord School District will credit the amount of tuition paid for the additional students to the Deerfield student tuition bill in the next year. If the number of students is more than anticipated, Deerfield School District shall pay that tuition as dictated above.

The Deerfield School District 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 first semester. Deerfield students who withdraw from school after the scheduled end of the first semester of the school year shall be considered enrolled for the entire year. If a student's family moves to Concord during the second semester, the tuition will be pro-rated for this student only. Adjustments will be made in the final payment regarding

students added or removed from the tuition list, as well as adjustments for any other charges that may be due from Deerfield to the Concord School District in accordance with this contract. On or before June 30 of each year, a final adjustment or reimbursement as the case may be will be made for partial attendance or other charges due in accordance with this contract.

(6) SPECIAL PROGRAMS AND COSTS:

Concord shall be responsible for the identification, referral, and routine screening of any Deerfield student in grades 9 through 12 who may need special education services or accommodations under Section 504. Individualized Education Program (IEP) team meetings and Section 504 meetings shall be scheduled collaboratively between Concord and Deerfield personnel. The Deerfield School District is the Local Educational Agency (LEA) for students residing in Deerfield; however, the Deerfield School District agrees that the ultimate decision as to whether the Concord School District can meet a student's needs in the Concord school system and what specific services and/or accommodations the student needs to remain in the Concord school system shall rest with the Concord High School team members. When the decision has been made that a student's needs cannot be met within the Concord school system, it shall be the ultimate responsibility of the Deerfield School District to determine where the student will be placed outside of the Concord school system. The Concord School District will be available to contract with the Deerfield School District to manage out-of-district placements should the Deerfield School District so request. Concord High School will be the high school of record and diploma-granting agency for Deerfield students in out-of-district placements who meet Concord High School's criteria. At all times, the procedures, programming, placement and/or accommodations for students with disabilities from Deerfield will be developed and implemented in accordance with all applicable federal and state laws and regulations. Concord agrees that periodically, and no less frequently than quarterly, it shall make its personnel available for a review of all Deerfield students' special needs, coded and non-coded, to ensure that services specified in IEPs, Section 504 Plans, or other special programs are delivered.

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

(7) ASSOCIATED SPECIAL PROGRAM COSTS:

In addition to tuition, Concord shall assess, on a per student basis, an amount equal to:

- a. The costs of any pre-referral, special education services or related services beyond the core educational program, including but not limited to costs of testing and evaluation by specialists, aides, special adaptive equipment, and assistive technology;
- b. Out-of-district placements and the costs of due process proceedings including any attorneys' fees for parents or School District, or other costs or damages;
- c. The costs of any Section 504 plans or related services beyond the core educational program and costs of any administrative and/or legal proceedings and attorneys' fees or other costs or damages.

All of these additional costs shall be added to the annual tuition bill. These additional costs have been subtracted from the high school's net expenditure amount used to calculate the general tuition rate. Costs incurred subsequent to the start of the school year shall be billed at the regular billing periods or in a supplemental bill paid by June 30.

(8) REQUEST FOR A DIFFERENT HIGH SCHOOL PLACEMENT:

As of the 2014-2015 school year, the Deerfield School District shall guarantee the Concord School District that at least 90% of enrolled public school students in grades 9, 10, 11, and 12 (as determined by the Average Daily Membership (ADM) in Residence report filed with the New Hampshire Department of Education) who are the financial responsibility

of the Deerfield School District, and who are not privately schooled or home schooled, shall attend Concord High School.

(9) ANNUAL REPORT:

By August 1 of each year the Concord High School administration will provide the Superintendent of Schools for Deerfield a report on the academic performance of Deerfield students.

(10) JOINT COMMITTEE:

There shall be a joint committee of the Concord and Deerfield School Boards consisting of two members of the Concord School Board, two members of the Deerfield School Board and the respective Superintendents of Schools, with co-chairpersons of the joint committee appointed by the President of the Concord School Board and the Chairperson of the Deerfield School Board. The joint committee may meet at least once annually, formally or informally, and as many additional times as deemed necessary by the chairpersons. The joint committee shall advise, consult with, and make recommendations to Concord and Deerfield with respect to the equitable interpretation and implementation of the terms of this contract, the amicable resolution of disputes or potential disputes between the parties, the adjustment or amendment of the terms or practical consequences of this contract, and any other matters arising hereunder or out of the educational relationship hereby established between Concord and Deerfield. It shall be the responsibility of the joint committee to keep abreast of and inform the respective School Boards of changes in legislation affecting public school education, to the end that the relationship established hereby may be altered and improved as circumstances may indicate.

(11) DISPUTE RESOLUTION:

- a. In the case of a dispute arising out of the placement, programming, or related services of a student with disabilities under the IDEA or Section 504, the dispute will be referred to the Directors of Pupil Personnel Services; or



- b. In the event the dispute arises out of some other provision of this agreement, the matter will be referred to the two Superintendents for resolution; or
- c. In the event that the matter cannot be resolved by the two Superintendents, the dispute will be referred to the Joint Committee described in Section 10;
- d. In the event the procedures specified in paragraphs a., b., or c. above are unsuccessful, the two districts will agree on a mediator to work with the districts to resolve the issues.

(12) PARTICIPATION AT CONCORD SCHOOL BOARD MEETINGS:

Deerfield School Board members shall be entitled to attend Concord School Board meetings and address the Concord School Board as a whole when so desired to discuss issues arising under this agreement. Such attendance and address shall be as an agenda item in accordance with the rules of procedure used to conduct Concord School Board meetings. The Superintendent of Schools for Deerfield shall be notified of all meetings of the Concord School Board and its committees when such meetings are posted in accordance with RSA 91-A.

(13) WAIVER:

No waiver of any obligation under this agreement, or breach thereof, shall be construed to be a waiver of any other or subsequent obligation hereunder, or a breach thereof.

(14) MODIFICATION:

This contract constitutes and contains the whole and exclusive agreement between the parties relative to the subject matter hereof, and no modification hereof or addition hereto shall be valid or enforceable unless in writing and signed by both parties by their authorized representatives.

(15) TERMINATION FOR CAUSE:

Concord School District shall maintain the status of a high school approved by the Department of Education. If the school district fails to maintain its status as an approved high school, the district shall have two (2) years to correct any deficiencies. If the district

fails to correct the deficiency within two (2) years, Deerfield would have the option of sending its notice of intent to terminate and to seek other high school placement options for its high school students as of the commencement of the school year immediately following the school year in which the notification is given.

(16) INTERPRETATION:

This agreement shall be governed and interpreted by the applicable laws and regulations of the State of New Hampshire.

(17) COUNTERPARTS:

This agreement may be signed in counterparts, and all signature pages shall be appended hereto.

IN WITNESS WHEREOF, the parties hereto, acting by their respective school boards, have executed this agreement in duplicate by the chairperson or other duly authorized officer thereof as of the day and year first above written.

SCHOOL DISTRICT OF DEERFIELD

By: Don Jones Date: 2-12-14

By: Margaret Clark Date: 2/12/14

CONCORD SCHOOL DISTRICT

By: Karen Stinch Date: Feb. 10, 2014

By: [Signature] Date: FEB. 10, 2014