

Surry School District | Keene School District
Tuition Contract

This agreement is made pursuant to the authority granted to the parties in RSA 194, and is entered into this ____ day of April, 2009, by and between the Surry School District, of Surry, New Hampshire (Surry), with its business address at School Administrative Unit 38, 600 Old Homestead Highway, Swanzey, New Hampshire, 03446; and the Union School District of Keene, of Keene, New Hampshire (Keene), with its business address at School Administrative Unit 29, 34 West Street, Keene, New Hampshire, 03431.

Surry desires to have its pupils in kindergarten through and including grade 5 attend schools in Keene, and has authorized its School Board to enter into a long-term tuition contract providing for such attendance; and

Keene maintains a school system which includes schools which provide a curriculum of studies for pupils in kindergarten through and including grade 5, and the Keene School Board has authority to enter into a tuition contract to receive pupils from Surry, and is willing to receive Surry pupils in kindergarten through and including grade 5 and afford them a course of instruction; and

Surry and Keene are mutually aware of the educational and financial advantages to be enjoyed by both school districts through their association together under a long-term contract, particularly in terms of the long-range improvement of the educational environments and most efficient use of the tax resources in both communities;

Therefore, in consideration of the mutual provisions and undertakings set forth below, the parties agree as follows:

1. **Sending and Receiving School Districts:** Surry shall send its school eligible pupils in kindergarten through and including grade 5, with the exceptions hereinafter noted, to Keene for schooling, and shall be responsible for the transportation methods and expenses in connection with such attendance. Transportation shall be coordinated with and is subject to reasonable traffic and safety requirements of the Keene school of attendance. Keene shall accept said pupils and be responsible for their education on the same terms and conditions, providing

them with the same opportunities for educational and cultural advancement and improvement, as is the case with pupils residing in the City of Keene.

2. **Special education:** Surry shall be deemed the local education agency (LEA) for all of its resident students identified in accordance with RSA 186-C. The decision concerning assignment of special education students from Surry to a special program or facility outside of the Keene School District shall be made by Surry, and Surry shall bear the cost of any such special program or facility. Keene shall have the right to make recommendations for assignment of any such students. Subject to the rules and regulations of RSA 186-C, upon determination by Keene that Keene cannot provide the adequate education to meet the unique needs of a Surry student, Keene may exclude the Surry student, and Surry shall find an alternative educational placement.

3. **Attendance Commencement and Minimum Term:** Attendance of Surry pupils in the Keene School System pursuant to this Agreement shall commence at the beginning of school year 2009-2010, and shall continue for a minimum term of three (3)¹ school years. This Agreement shall terminate at the end of such minimum term if either party gives to the other, written notice of such termination not less than three (3) years prior to the effective date of said termination.

4. **Automatic Continuation – Termination Notice – Final Termination:** Unless terminated as provided in paragraph 3 above, this contract shall automatically continue in force until terminated as set forth below. In such case, either party may terminate this contract by giving to the other the written notice of termination required by this paragraph. Such notice shall specify the last school year for which the contract shall be effective which shall be at least the third (3rd) full school year following the school year during which the notice is given. Such notice may be given in a school year embraced by the minimum term or in any subsequent school year. This contract shall in all events terminate at the end of the nineteenth (19th)¹ school year following its inception. For purposes of this paragraph 4 and paragraph 3 above, a school year shall be considered as beginning July 1 and ending June 30 of the following year.

5a. **General tuition:** A general tuition rate for the next coming school year shall be established by the Keene Board of Education by November 15 of the current school year. The

¹ Intending to coordinate with middle school and high school agreements dated June 3, 2008.

rate shall be the estimated net operating expenses of the Keene elementary schools for the current school year divided by the estimated average daily membership for the current school year². The operating expenses shall not include: (a) student transportation (except for athletics and field trips which shall be included); (b) elementary school expenses reimbursed by the federal or state governments; (c) the cost of debt service; (d) the cost of capital equipment purchased using capital reserve and/or expendable trust funds derived from surpluses in the elementary school budget as determined by the comparison of the actual expenditures to the estimated expenditures used in tuition calculation; and (e) the costs calculated under the special education rate below. Revenue from elementary school tuitions received from school districts not parties to this agreement or from private-pay tuitions shall be deducted from the operating expenses to arrive at the net operating expenses.³ A per student charge of two-and-one-half percent (2½%) of the estimated replacement costs of the Keene elementary school facilities as determined by the valuations used by the District for insurance purposes factored at optimum capacity and averaged for the elementary schools then in use by Keene shall be added to the tuition rate to arrive at the general tuition charge prior to the adjustment in Section C below.

5b. **Special education tuition:** In addition to the general tuition rate, the Keene Board of Education shall also establish by November 15 of each year its special education tuition rate for the next coming school year for students identified as educationally disabled (see RSA 186-C). The rate shall be the estimated net expenses of the elementary schools for the current school year for those costs established by Keene as “special education” divided by the estimated average daily membership of identified students at Keene elementary schools in the current school year. The special education operating expenses shall not include expenses reimbursed by federal or state governments. In addition to the general tuition rate, Surry shall pay the special education tuition rate for each identified student from Surry attending a Keene elementary school.

² The estimated average daily membership at Keene elementary schools shall be the entry number of students at all Keene elementary schools for the present year applied to the actual average daily membership of the prior year divided by the entry number of students in the prior year, i.e. $\frac{\text{actual adm (prior year)}}{\text{entry \# (prior year)}} \times \text{entry \# (current year)}$

³ However, such students shall not count within the average daily membership if the revenue has been deducted from expenses.

5c. **Historical adjustment:** Both the general tuition and special education tuition charges shall be adjusted to reflect that tuition is based on the prior year's budget. The average percentage change in each of the general tuition and special education tuition rates⁴ for each of the five (5) years prior to the budget which is used for tuition calculation shall be applied to the tuition calculations to determine the final general tuition and special education tuition rates.⁵

5d. **Particular special education costs:** In addition to the general tuition and special education tuition, Surry shall pay to Keene all expenses which are incurred by Keene for a specific student from Surry and which have not been calculated into the general or special education tuition rates. Such costs will include and are not necessarily limited to individual student transportation expenses, contracted evaluations, and other contracted services for individual students.

5e. **Billing:** Keene shall bill Surry for general and special education tuition on a semi-annual basis on or about October 30 and March 28 of each school year. Each billing shall be for one-half (½) of Surry's expected tuition assessment for the current school year. The tuition for a Surry student who enters or exits a Keene elementary school in the course of the school year shall be prorated based on a 180 day school year, and a reconciliation payment shall be accomplished by Keene to Surry or Surry to Keene on or about June 25. Keene shall bill Surry for particular special education costs on a timely basis. Surry shall pay the semi-annual and particular special education billings not later than 30 days from the date of billing.

6. **Assigned School – Exceptions:** Keene shall be deemed the assigned school for Surry pupils in grades kindergarten through 5 for purposes of school attendance laws, except as provided in RSA 193:3 concerning decisions by the State Board of Education with respect to claims by individual students of manifest education hardship or placements made by agreement of the Superintendent of Schools for Keene and the Superintendent of Schools for Surry.

⁴ as calculated prior to this adjustment

⁵ For purposes of this agreement, the general tuition charges, using the formula within this agreement, would have been: 2009-10: \$10,766; 2008-09: \$10,412; 2007-08: \$9123; 2006-07: \$9106; 2005-06: \$9205. The general special education charges would have been: 2009-10: \$20,007; 2008-09: \$18,909; 2007-08: \$21,379; 2006-07: \$12,326; 2005-06: \$11,870.

7. **Special Programs:** Surry reserves the right to send a pupil or pupils to schools other than a Keene elementary school if such a school would provide a specific educational program (and not merely a course or courses) not available at a Keene elementary school.

8. **Elementary school assignment:** Keene currently has 5 elementary schools and may at any time close one or more schools. It is the current intention of the parties that Surry pupils will be primarily assigned to the Jonathan Daniels School and secondarily to the Symonds School. Neighborhood changes and other reasons may cause Keene to assign Surry students to other Keene elementary schools.

9. **School Board Meetings:** All Surry School Board members are encouraged to attend all meetings of the Keene Board of Education and all meetings of its standing committees. Upon timely written request from Surry, the appropriate committee chair shall include in the committee agenda an item requested by the Surry School Board for discussion and the committee will allow Surry School Board members to address its concerns at an appropriately scheduled meeting.

10. **Reports Provided/Services:** The Keene School Board and its appropriate school administrators shall have reasonable access to educational records of Surry resident students for legitimate educational purposes. The parties shall cooperate to provide guidance services to Surry students for purposes of elementary placement.

11. **Student Conduct and Discipline:** The rules and regulations of the Keene School Board and the appropriate Keene elementary school as are in effect for students from Keene shall apply to students from Surry. For purposes of student discipline, all decisions to be made by school officials shall be made by the administrators of the appropriate Keene elementary school, SAU 29, and/or the Keene School Board, as the case may be. The Surry School Board, by way of its Superintendent, shall timely receive a copy of any proposed suspension or expulsion of any Surry student in excess of ten (10) days; and shall have the opportunity to participate in any hearing by submitting evidence or argument related to the matter before the Keene School Board.

12. **Disputes:** Should either district have a complaint as to the operation of this agreement, that complaint shall be stated in writing to the Superintendent of Schools for Keene and the Superintendent of Schools for Surry. If the two Superintendents cannot resolve the

complaint, it shall be presented to the Keene School Board which shall in good faith attempt to resolve any dispute. If one party or another remains unsatisfied, the dispute 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.

13. **Waiver:** No waiver of any obligation under this Contract, or waiver of any breach of this contract shall be construed to be a waiver of any other subsequent obligation or breach.

14. **Modification:** This instrument constitutes and contains the whole and exclusive agreement between the parties relative to the subject matter of this contract, and no modification or addition to this contract shall be valid or enforceable unless in writing and signed by both parties by their authorized representatives.

In witness whereof, the parties have, by their duly authorized representatives, set their hands and seals on the day and year first written above.

Surry School District, by



Timothy Peloquin
Chair, School Board

Keene School District, by



Kathleen O'Donnell
Chair, School Board

Approved by the New Hampshire State Board of Education:



Commissioner
New Hampshire Department of Education

9/1/09
Date