

MILFORD/MASON

TUITION AGREEMENT

CONTRACT, made and entered into as of this 1ST day of DECEMBER, 2008 by and between the Mason School District of Hillsborough County, State of New Hampshire, hereinafter referred to as "Mason", and the Milford School District of Hillsborough County, State of New Hampshire, hereinafter referred to as "Milford".

WITNESSES THAT:

WHEREAS, the Mason School District does not maintain a middle school or a high school and is desirous of having its pupils, grades 6 through 12 attend school in Milford, and has authorized its School Board to enter into a long-term tuition agreement providing for such attendance; and

WHEREAS, the Milford School District maintains a school system, which includes a middle school grades 6-8 and senior high school grades 9-12 and has authorized its School Board to enter into a tuition agreement to receive pupils from Mason, and agrees to accept all students sent by the Mason School District and afford them a course of instruction to be given in the Milford School System; and

WHEREAS, the Mason School District and Milford School District 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 agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual provisions and undertakings set forth, the parties agree as follows:

1. TUITION ARRANGEMENT. Mason shall send at least 80% of its pupils, grades 6 through 12, with the exceptions hereinafter noted, to Milford for schooling and shall be responsible for the transportation and expenses in connection with such attendance. Milford shall accept said pupils and be responsible for their education and shall provide Mason students with the same opportunities for educational and cultural advancement and improvement as is the case with pupils residing in the Town of Milford.

2. TRANSITION. At the option of Mason, students in the Mascenic classes of 2010-2012 will be allowed to complete their high school courses at Mascenic Regional High School.

3. ATTENDANCE COMMENCEMENT AND MINIMUM TERM. Attendance of Mason pupils in the Milford School System pursuant to this Agreement shall commence at the inception of the 2009-2010 school year, and shall continue for a minimum term of ten (10) school years.

4. EARLY TERMINATION. This Agreement may be terminated early or renegotiated:

- (a) by mutual agreement of the parties, or
- (b) in the event of a natural disaster or uncontrollable circumstance provided Milford has first been given a reasonable time to respond to the event or circumstance after written notice from Mason, or
- (c) in the event Milford High School loses its accreditation from the Commission on Public Secondary Schools of the New England Association of Secondary Schools and Colleges, Inc. and Milford fails to implement a corrective action plan to regain accreditation by the later of the time period required by the New England Association of Secondary Schools and Colleges, Inc. to initiate corrective action or July 30th of the next fiscal year, or
- (d) in the event Milford High School or Milford Middle School is designated by the State Department of Education as an unapproved school as defined in Ed 306.28 (2008) and fails to implement a corrective action plan as required by the State Department of Education by July 30 of the next fiscal year, or
- (e) in the event either Milford High School or Milford Middle School is designated as a persistently dangerous school in accordance with NH RSA 193-G.

Early termination or renegotiation are the exclusive remedies for Mason for any of the events listed above in subparagraphs 4(b) through 4(e) inclusive.

5. AUTOMATIC CONTINUATION. Unless terminated at the end of the minimum term as provided in Section 3, this Agreement shall automatically continue in force after the expiration of such minimum term on a year-to-year basis, unless terminated by either party giving to the other written notice of termination specifying the last school year for which the agreement shall be effective, which shall be at least the third (3rd) full school year ending June 30 following the school year during which the notice is given.

6. CONTINUED ATTENDANCE. At the conclusion of the contract term, Mason students who are already enrolled at Milford High School, (not Milford Middle School) and who exhibit appropriate citizenship, attendance and academic progress, shall be allowed to complete their high school education at Milford High School. The terms and conditions of this agreement shall continue after the term of this agreement ends for the limited purpose of allowing the students already enrolled in Milford High School to continue their education and graduate from Milford High.

7. STUDENT CONDUCT. Milford shall consider all students tuitioned to Milford under this Agreement on an equal basis with other students and shall require such students to conform to the rules and regulations of Milford and the State. Milford shall process all serious disciplinary cases in accordance with its disciplinary policy and shall provide Mason with a quarterly discipline report.

8. TUITION. Mason shall pay Milford tuition for each student enrolled in Milford as follows: (See Appendix A).

- (a) For the 2009-2010 School Year, an annual tuition per student of \$8,415.00 (Eight Thousand, Four Hundred Fifteen dollars and no cents).
- (b) For every subsequent school year the tuition from the preceding school year shall be increased by exactly 4% (four percent), (See Exhibit A), provided that said tuition shall not exceed the average of Milford's middle and high school per pupil cost, as reflected in the most recently filed form DOE 25.
- (c) Mason agrees that tuition payments will be paid Milford in installments due on October 15 and March 15 of each year based on the number of Mason students enrolled in Milford as of October 1. For students who enroll after October 1 or withdraw before May 1 of any year, tuition will be based on a daily rate for partial enrollment.
- (d) Mason shall continue to receive all federal and state funding, grants and revenues to which it is entitled.
- (e) Mason agrees to notify Milford by October 1 of the estimated number of Mason students to attend Milford schools in the following school year.
- (f) Mason students may enroll in career technical education classes available in Milford and may enroll in out-of-district career technical programs/courses available to Milford students provided Mason shall be responsible for any additional tuition costs billed to Milford for the enrollment of Mason students and for the pro-rated share of transportation costs to out-of-district programs/courses in which Mason students enroll.

9. SPECIAL EDUCATION. Special education programs will be available to all eligible students regardless of tuition status. Costs of special education services for Mason students enrolled in Milford who are identified under the IDEA or who have disabilities under Section 504 or the ADA (such as placements in the modified regular classroom and part-time access to resource rooms) are included in regular education tuition under Paragraph 8. Costs for Mason student-specific services will be charged to Mason in addition to the regular education tuition in Paragraph 8. Student-specific services include but are not limited to: placement at the Sage School, in the Developmental Delay program, Specific Learning Disabilities program or Emotional

Disturbance program; new equipment necessary to meet a student's needs (any student-specific equipment paid for by Mason shall remain the property of Mason); personal aides (pro-rated if applicable); testing and evaluations; pro-rated share of therapies; pro-rated share of staff time for appearances for court involved students; pro-rated share of behavioral consultants; pro-rated share of nursing associates; psychiatric evaluation and consult; vision screening or hearing services; family counseling and mental health services; out-of-district programs or placements; transportation; and excessive meetings (as determined by agreement of the Mason and Milford superintendents).

The parties agree that the decision as to whether a Mason student's needs can be met within Milford rests with the student's IEP team. The decision concerning assignment of special education students from Mason to a special program or facility outside of Milford shall be made with equal input from Milford's Placement Team and the LEA representative from Mason. When the decision has been made that a student's needs cannot be met in Milford, it shall be Mason's responsibility to determine that student's placement. Mason shall bear all the costs of any such special program or facility. In the event of a dispute regarding placement, Mason shall make the initial placement determination in accordance with all applicable federal and state rules and regulations; provided, however, that Milford, as the receiving district and member of the placement team, retains the right to advocate for its position in any appropriate forum.

In individual cases involving Mason special education or §504 in-district but beyond the regular educational program (i.e. involving aides, counseling, or other in-district services or facilities), the placement team shall notify the Mason LEA representative who may participate in the placement decision at his or her option. Mason shall be deemed to have consented to the Milford team's decision unless the LEA representative from Mason has requested an opportunity to participate in decisions regarding a particular student. Mason's LEA representative shall be copied on all IEP team meeting notices pertaining to Mason students.

In individual cases involving Mason special education or §504 Plan decisions within the regular education program, Mason shall be deemed to have consented to the Milford team's decision unless the LEA representative from Mason has requested an opportunity to participate in decisions regarding a particular student.

Mason shall bear the cost of any due process proceedings, OCR proceedings, attorney fees, awards, out-of district placements, and compensatory education awards for any Mason student except for those costs and attorney's fees made necessary by the failure to implement an agreed upon IEP or 504 plan, which portion of costs and attorney's fees shall be the responsibility of Milford.. Mason also retains the right to make all decisions pertaining to any and all adversarial proceedings and litigated matters involving Mason's students.

10. CURRICULUM. Mason and Milford agree to work collaboratively to coordinate curriculum

11. STUDENT RECORDS. Milford shall provide Mason with report cards and attendance records for pupils enrolled under the provisions of this contract to the extent permitted by law. Milford and Mason shall comply with the requirements of the Family Educational Rights and Privacy Act (FERPA).

12. FOREIGN EXCHANGE STUDENT. Each year Milford agrees to accept a maximum of one (1) foreign exchange student free of tuition residing in Mason. The student so enrolled will not be used in the calculation of the number of students for tuition purposes.

13. STUDENT TRANSPORTATION. Mason will be responsible for transporting students to and from the Milford Middle School and Milford High School.

14. INSURANCE. For the term of the Agreement, Milford shall maintain general liability insurance providing comprehensive property, casualty and personal injury coverage. To the extent permitted by Milford's insurance carrier Mason shall be identified as an additional named insured. Proof of insurance shall be provided annually to Mason, and Milford's failure to maintain insurance in accord with this section shall warrant termination of this Agreement.

15. DUAL ENROLLMENT. Mason will pay Milford a tuition rate determined on a case by case basis for non public or home educated pupils from Mason who access public school programs in Milford's grades 6-12. In this case, tuition shall be pro-rated based on the number of courses and extracurricular activities in which the pupil(s) participate(s).

16. MODIFICATION. This Agreement contains the entire agreement between the parties and no modification or addition to this Agreement shall be valid unless it is in writing and is signed by both parties by their duly authorized school boards.

17. APPROVAL. The parties agree that this contract shall be binding upon:

- (a) approval of the contract by the Mason School Board;
- (b) approval of the contract by the Milford School Board;
- (c) ratification by the voters of the Mason School District at a Mason School District meeting; and
- (d) approval of the State Board of Education pursuant to RSA § 194:22.

18. CONTRACT DISPUTE. The parties agree that in the event of a dispute regarding the performance or interpretation of the contract, or any statement of expense or any computation called for under this contract, such dispute shall be referred initially to the superintendents of the Mason and Milford School Districts who

shall attempt to resolve the matter, failing which the matter will be referred to Alternative Dispute Resolution. A mediator will be chosen by Mason and Milford. If the mediator is not able to resolve the conflict, such dispute shall be referred to arbitration before the Commissioner of Education in accordance with the provisions of RSA 542. The decision of the Commissioner of Education in such matter shall be binding on the parties subject to appeal to the State Board of Education.

19. SEVERABILITY. All of the clauses of this contract are distinct and severable, and if any clause shall be deemed illegal, void, or unenforceable it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

MILFORD SCHOOL DISTRICT

Paul Dargis
Witness

By: Peter Brayer
Chairman, School Board

Ross & Thibault
Witness

By: Robert D. Supercant
Superintendent of Schools

MASON SCHOOL DISTRICT

Joe McGuire
Witness

By: William Walker
Chairman, School Board

Ross & Thibault
Witness

By: Joe P. Quinn
Superintendent of Schools

Approved by the New Hampshire Department of Education by

Lyonel Tracy, Commissioner of Education
Name / Title

1-21-09
Date Approved

MILFORD / MASON TUITION AGREEMENT
 NOVEMBER 7, 2008
 APPENDIX A*

MILFORD SCHOOL DISTRICT
 ANNUAL TUITION CHARGES PER STUDENT

<u>Contract Year</u>	<u>School Year</u>	<u>Base Annual Tuition Charges Per Student</u>	<u>Annual Price Adjustment</u>	<u>Total Annual Tuition Charges Per Student</u>
1	2009 - 2010	\$8,415	0.00%	\$8,415
2	2010 - 2011		4.00%	\$8,752
3	2011 - 2012		4.00%	\$9,102
4	2012 - 2013		4.00%	\$9,466
5	2013 - 2014		4.00%	\$9,844
6	2014 - 2015		4.00%	\$10,238
7	2015 - 2016		4.00%	\$10,648
8	2016 - 2017		4.00%	\$11,074
9	2017 - 2018		4.00%	\$11,517
10	2018 - 2019		4.00%	\$11,977
11	2019 - 2010		4.00%	\$12,456
12	2020 - 2021		4.00%	\$12,955
13	2021 - 2022		4.00%	\$13,473
14	2022 - 2023		4.00%	\$14,012
15	2023 - 2024		4.00%	\$14,572
16	2024 - 2025		4.00%	\$15,155
17	2025 - 2026		4.00%	\$15,761
18	2026 - 2027		4.00%	\$16,392
19	2027 - 2028		4.00%	\$17,047
20	2028 - 2029		4.00%	\$17,729

Note: * Per terms and conditions stated in the Milford/Mason Tuition Agreement, Clause 8,
 TUITION

