

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT
TUITION AGREEMENT
FOR BARRINGTON SCHOOL DISTRICT

THIS AGREEMENT is entered into by and between the Barrington School District ("Barrington") located in the county of Strafford and State of New Hampshire, and the Oyster River Cooperative School District (ORCSD) located in the county of Strafford and State of New Hampshire.

WHEREAS said Barrington is desirous of having some of its students, grades 9-12 who seek a high school education, attend high school in said ORCSD and has authorized its School Board to enter into a contract thereof on the terms and conditions hereinafter set forth; and

WHEREAS said ORCSD maintains Oyster River High School, a high school approved by the Department of Education of the State of New Hampshire, and has authorized its School Board to receive students from outside the District and to afford them the complete course of instruction now given in its high school; and

WHEREAS ORCSD is willing to receive some of Barrington students and afford them such courses of instruction at a tuition to be determined in accordance with the terms set out below; and

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

1. Agreement to Send and Receive Students. ORCSD shall accept from Barrington up to a maximum of 200, of its public high school students, under the terms hereinafter set forth. (See also paragraph 12 for maximum and minimum enrollments). Nothing in this Agreement shall prohibit Barrington from entering into other tuition agreements or prohibit parents from enrolling their child in other public schools pursuant to NH RSA 193:3(IV). Barrington reserves the right to reassign regular education students who demonstrate manifest educational hardship in accordance with New Hampshire RSA 193:3 I and II or who demonstrate that reassignment is in the best interest of the child in accordance with RSA 193:3 III. Nothing in this Agreement shall prohibit Barrington from placing special education students in out-of-district placements when the placement is necessary for the student to receive a free appropriate public education.
2. Term of Agreement. The term of this contract shall be for ten (10) years, and shall commence with the school year beginning July 1, 2015, and shall terminate on June 30, 2025. The term of this contract will then be extended from year to year provided that on June 30, 2021 and thereafter this contract may be terminated by either party after providing 4 years written prior notice of the date of termination.
3. Educational Quality. Oyster River shall provide Barrington students with access to the same education and opportunities that it provides to Oyster River students. Barrington students shall be treated in the same fashion as Oyster River students and shall be subject to the same disciplinary procedures and protections as resident students, including suspension and expulsion from school. Oyster River shall ensure that Barrington students are subject to the same expectations and obligations as are imposed upon its resident students. Oyster River shall ensure that Barrington students are afforded all the same rights, protections, privileges and opportunities it extends to its resident students. Oyster River shall provide the same quality of special education service and support that it provides to resident students enrolled at Oyster River High School.

4. Tuition and Costs.

- a. Regular Education Tuition. Oyster River offers Barrington a base rate per student cost of \$14,000 inclusive of special education staffing as defined in Paragraph 4c. Each subsequent year the tuition rate will change by the percentage of the actual change in the appropriated operating cost of Oyster River High School based on the prior fiscal year. In the example below, if the appropriated budget for ORHS for FY16 is a 1.7% increase over the appropriated budget for FY15, then the tuition rate for FY17 will be a 1.7% increase over the FY16 tuition rate.

The following is an example based on an enrollment of 140 students:

Item	2015-16	2016-17
a. Projected Enrollment, Barrington	140	140
b. Percent change in appropriated budgets from	14,000	1.7%
c. Per Pupil Tuition Rate	14,000	14,238
d. Estimated Cost to Barrington = a times c	1,960,000	1,993,320

NOTE: Items excluded from tuition calculations include: transportation costs; non-instructional services; food service expenses; other special fund expenses; and supplemental special education costs as defined in Paragraph 4b.

- b. Special Education Expenses. Barrington shall be charged the regular education tuition rate for special education students. However, any supplemental costs for special education, which exceed the costs included in the formula for calculating regular education tuition 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, the cost of due process appeals, or staffing that exceeds the limits defined in Paragraph 4c will be added to the cost and be the responsibility of Barrington. (Examples of the types of services included and excluded from base tuition are attached as Attachment A). Catastrophic aid or any other aid will be credited to the student's district of residence. ORCSD shall supply Barrington with any service logs or other documentation required for application for Medicaid reimbursement.

The parties agree that the decision as to whether a Barrington student's needs can be met within ORCSD rests with the student's IEP team. The decision concerning assignment of a special education student from Barrington to a special program or facility outside of ORCSD shall be made with equal input from ORCSD's placement team and the LEA representative from Barrington. When the decision has been made that a student's needs cannot be met in Oyster River, it shall be Barrington's responsibility to determine that student's placement. Barrington shall bear all the costs of any such special program or facility and the transportation to that facility. In the event of a disagreement regarding placement, the ORCSD's placement team shall control.

- c. Special Education Staffing Levels. The tuition rate of \$14,000 is based upon a special education staffing of 1 case manager and 1 program paraprofessional for every 16 special education students .
- d. School of Record. ORCSD shall become a high school maintained by Barrington pursuant to RSA 194:22 upon reaching the enrollment objective set forth in paragraph 12 for its high school students.

Until such time as Oyster River is deemed a high school maintained by Barrington, this agreement shall be without prejudice to Barrington's ability to charge parents/custodians/adult students for that portion of the tuition which exceeds any lower general tuition rate established by contract between Barrington and a high school of record maintained by Barrington in accord with NH RSA 194:22. The Parties recognize that Barrington's payment of the entire tuition amount is an accommodation for Oyster River,

and in no way is deemed to compromise Barrington's ability to recoup excess tuition costs from parents/custodians/adult students.

- e. **Capital Costs.** Capital costs are included in the base tuition rate. Capital costs which are not directly related to the High School shall not be included and Barrington shall not be responsible for those costs.
- f. **Financial Records.** Barrington 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 costs billed to the School District under this agreement. The ORCSD School Board on the DOE25 will report its high school expenditures separately from its other schools, defining the high school costs.
- g. **Tuition Payment.** Invoices for tuition students will be issued in October and January. The October invoice will be calculated for the October 1 enrollment. The January invoice will be adjusted up or down based upon enrollment at the start of second semester. However, in no case will a tuition charge for a particular student enrolled as of October 1, regardless of the duration of their enrollment thereafter, be less than half of the agreed to tuition rate charged by ORCSD, as ORCSD has staffed to the needs of students at the beginning of the school year.

The following example illustrates the payment schedule and calculations based on an October 1 enrollment of 140 students:

Item	2015-16	Note
a. Per Pupil Tuition Rate	14,000	
b. October 1 Enrollment, Barrington	140	
c. Semester 1 Tuition Bill = a times b divided	980,000	
d. January 20 Enrollment, Barrington	142	1
e. Semester 2 Tuition Bill = a times d minus c	1,008,000	
f. Per Diem Tuition Rate = a divided by 180	77.78	
g. Add Student Enrollments during Semester 1	15,556	2
h. Annual Tuition Expense, Barrington = c plus	2,003,556	
i. Semester 2 Tuition Adjustment	(3,111,200)	3

NOTES:

- 1. The net result of student transfers in and out since October 1st
- 2. Captures per diem tuition cost for students who enrolled during the first semester after October 1st. Example shows a total of 200 days at a per diem rate of \$77.78. This amount shall be paid at the same time as the Semester 2 Tuition Bill.
- 3. Captures per diem tuition cost/credit for students who enrolled or withdrew during the second semester after January 20th. Example shows a reduced number of 40 days at a per diem rate of \$77.78. These tuition costs would be adjusted at the end of the fiscal year. In this example, the year closes with a credit.
- 5. **Tuition Notification.** On or before October 1st of each year, ORCSD shall supply to the Barrington School Board a written statement of the tuition rate for the next succeeding school year. Any action by the legislative body that impacts the budget will allow ORCSD the option of adjusting the tuition rate.
- 6. **Student Count.**
 - a. **Projected.** On or before October 15th of each year, the Barrington School District shall supply ORCSD with a written non-binding estimate of the number of regular and special education students who will be attending ORHS in the next succeeding school year.
 - b. **Dual Enrollment.** Barrington will pay ORCSD a tuition rate determined on a case-by-case basis for non-public or home educated pupils from Barrington who access public school programs in Oyster River in grades 9-12. In such a case, the tuition shall be pro-rated based on the number of courses and/or the extra-curricular activities in which the pupil participates.
 - c. **Foreign Exchange Students.** Each year ORCSD agrees to accept a maximum of one foreign exchange student free of tuition residing in Barrington. The student so enrolled will not be used in the calculation of the number of students for tuition purposes.

7. Career & Technical Education. Barrington students desiring to attend the Career & Technical Education opportunities available to Oyster River High School shall be permitted to enroll without limit upon acceptance by the appropriate CTE center. All costs for tuition, fees, and transportation are included in the regular education tuition as defined in Paragraph 4a. Should any costs be incurred that are not included in this paragraph, Barrington will be responsible for said costs.
8. Conclusion of Contract. ORCSD agrees to allow the continued attendance through graduation of those students initially accepted at Oyster River High School who behave in accordance with the rules of ORCSD. Likewise, ORCSD understands that at the conclusion of the contract, there will be a gradual phasing out of Barrington students as they complete their high school career. Paragraphs 3, 4, 5, 6, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of the terms and conditions of this agreement shall survive the termination or expiration of this Agreement for any reason and will govern the continued enrollment of Barrington students under these paragraphs.
9. High School Accreditation. ORCSD agrees that during the term of this contract, it will provide a course of studies for grades 9-12 and such facilities and equipment so that at all times during the term of this agreement, Oyster River High School:
 - a. qualifies as an approved school under RSA 194:23-b for attendance (For the purposes of this agreement, an approved school is a school either approved or conditionally approved under Ed 306.28 or approved under an alternative method of compliance in accordance with Ed 306.29, or those statutes and rules future equivalent); and
 - b. the High School is accredited by the New England Association of Secondary Schools and Colleges, Inc., by the Commission on Public Secondary Schools, or
 - c. the High School is certified by a similar organization that sets high standards for comprehensive public high schools and which is approved by both parties.If Oyster River High School fails to maintain its status as an "approved school" as defined herein or is not accredited by the New England Association of Secondary Schools and Colleges or other certifying organization, ORCSD shall notify Barrington of its changed status, and this contract may be renegotiated at the end of the year that the school is considered unapproved by the NH Department of Education or not accredited by the NEASC to permit Barrington to place its students at another approved and accredited school.
10. Joint School Board Meetings. The parties agree that the School Boards will meet at least two (2) times each year at ORCSD and at such other times as the parties shall agree, so that the Oyster River Cooperative School Board may have the benefit of the suggestions and recommendations of the Barrington School Board on curriculum, financial matters, and policies of Oyster River High School.
11. School Board Representation. Upon becoming a school deemed to be maintained by Barrington (see paragraph 12), the parties agree that the Barrington School District shall annually appoint one of its members to be a non-voting representative to the Oyster River Cooperative School Board and shall also appoint an alternate who may sit as a non-voting representative if the appointed representative is not present. Barrington's representative may participate in Oyster River Cooperative School Board meetings pertaining to high school issues, except for non-public sessions of the Oyster River Cooperative School Board held in accordance with RSA 91-A.
12. Enrollment Schedule. The parties agree that Barrington's place of enrollment at the Oyster River High School should grow incrementally in order to facilitate a smooth transition of Barrington students into Oyster River High School as well as to facilitate Oyster River's budgetary planning. The objective of both districts is to reach an enrollment level of approximately 125 Barrington students. Upon attaining that objective Barrington shall deem Oyster River to be a high school maintained by Barrington in accord with NH RSA 194:22.

Each year Barrington's growth rate shall be capped at 20% of the prior year's total enrollment provided, however, that Barrington will be charged for a minimum enrollment of 79 students in 2015-2016, 90 students in 2016-2017, 102 students in 2017-2018, 113 students in 2018-2019, 125 students in 2019-2020 and 125 students each year thereafter regardless of the actual number of students enrolled. New students

shall be enrolled in the following sequence: all interested ninth graders, then tenth graders, eleventh graders and twelfth graders, up to the point that Barrington attains the 20% growth cap or exhausts new student enrollment interest, whichever comes first. If the enrollment demand for any grade is sufficient to move Barrington beyond the 20% cap, then a lottery shall be held by Barrington as to the students in that grade, and further enrollment shall be closed for that school year until such time as an enrollment vacancy is created at Oyster River by the withdrawal of another Barrington student in that grade.

13. Participation at School Board Meetings. Barrington citizens shall be entitled to attend Oyster River Cooperative School Board meetings and address the School Board as a whole when so desired to discuss issues arising under this agreement. Barrington citizens' participation will be limited to issues pertaining to the high school.
14. Report Cards. Oyster River shall provide Barrington with report cards, attendance records and any required IEP progress reports for the pupils enrolled under the provisions of this Agreement to the extent permitted by law.
15. Discipline. All Barrington students attending Oyster River High School shall be subject to the rules and regulations pertaining to Oyster River students attending Oyster River High School. ORCSD will be legally responsible for student discipline while students are under the jurisdiction of the District, and any matters arising out of such discipline, including any alleged violations of students' rights, will be the sole responsibility of ORCSD. If a student's conduct on a Barrington bus would have resulted in discipline by Oyster River School District if the conduct had occurred on an Oyster River bus, Oyster River may, in addition to Barrington, discipline the student.
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. Student Transportation. Barrington will be responsible for determining whether to transport students to and from Barrington and the Oyster River High School, including whether or not to provide a late bus for students who remain after school for activities. Upon Oyster River becoming a high school maintained by Barrington, Barrington shall provide at least one bus to and from Oyster River and Barrington. The parties agree that a committee should be formed to study the creation of a joint student transportation system.
18. Curriculum Coordination. The parties agree that all efforts at curriculum coordination are to be encouraged for middle school through high school and that the Administration shall establish appropriate vehicles to facilitate such coordination immediately following contract approval. The status of efforts to coordinate the curriculums shall be reviewed at least annually during the joint Board meetings between the ORCSD School Board and the Barrington School Board.
19. Special Education Liaison. The parties agree that the interests of students and both districts are served by having a Barrington Special Education administrator or designee present at all IEP meetings.
20. School Year Calendar. The parties agree that coordination of school year calendars is to be encouraged and that the Administration shall establish appropriate vehicles to facilitate such coordination on an annual basis. In the event of disagreement Oyster River's calendar will control.
21. Professional Development. The parties agree that coordination of professional development for Barrington and ORCSD middle school programs is to be encouraged and that the Administration shall establish appropriate vehicles to facilitate such coordination on an annual basis.
22. 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.

23. **State Board of Education Approval.** The parties agree that this contract shall be binding after approval of the contract by Barrington and the approval of the contract by ORCSD at the annual school district meetings and approval by the State Board of Education pursuant to RSA 194:22.

IN WITNESS WHEREOF, Oyster River Cooperative School District has caused this Agreement to be executed by its duly authorized officers, and the School Board of the Barrington School District has executed this Agreement on the day and year first above written.

OYSTER RIVER COOPERATIVE SCHOOL BOARD

BARRINGTON SCHOOL BOARD

APPROVED BY THE
NEW HAMPSHIRE STATE BOARD OF EDUCATION

DATE: _____

_____))
Virginia M. Barry, Ph.D
Commissioner of Education

IN WITNESS WHEREOF, Oyster River Cooperative School District has caused this Agreement to be executed by its duly authorized officers, and the School Board of the Barrington School District has executed this Agreement on the day and year first above written.

OYSTER RIVER COOPERATIVE SCHOOL BOARD BARRINGTON SCHOOL BOARD

Megans Stewart
Kerry Rother
Thomas Newland
Maria S. Farrell
A. T. Jone
Allen Hunt
John Charli

[Signature]
Deborah McNally
Janella Kula
Maria D. Jauge

DATE: 12/18/13

12/10/2013

APPROVED BY THE
NEW HAMPSHIRE STATE BOARD OF EDUCATION

DATE: January 3, 2014

Virginia M. Barry
Virginia M. Barry, Ph.D.
Commissioner of Education

