

NEW HAMPSHIRE STATE BOARD OF EDUCATION
TUITION CONTRACT BETWEEN New Hampshire SCHOOL DISTRICTS

MEMORANDUM OF AN EXCLUSIVE TUITION AGREEMENT made this 13 of March, 2017, between the Berlin School District, Berlin located in the County of Coos, and the Milan School District, Milan in the County of Coos and the State of New Hampshire.

WHEREAS, the Milan School District does not maintain public schools and is desirous of having its pupils in grades seven (7) through twelve (12) who seek a public school education attend the middle school and high school in the Berlin School District and has authorized its school board to make a contract for such education, provided that the Milan School District is not obligated to assign all of its pupils in grades seven (7) through twelve (12) to attend school in the Berlin School District: and

WHEREAS, the Berlin School District maintains a public school system, inclusive of a comprehensive middle school and high school, approved by the Department of Education of the State of New Hampshire for all children and, through its school board, is willing to receive all such students and afford them the complete course of instruction now given in its schools, in grades 7-12.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

the Milan School Board will send its school pupils to Berlin middle school and high school, and the Berlin School Board hereby agrees to accept such Milan school pupils, for a term of three school years from July 1, 2018 to June 30, 2021 unless this agreement is earlier terminated as hereinafter provided, and provided further that, in individual cases, the Milan School Board may assign pupils to attend schools in grades seven (7) through twelve (12) in school districts other than Berlin at the request of their parent(s) or guardians, and that the Milan School District will not pay tuition to the Berlin School District for students attending school in districts other than the Berlin School District. It is agreed that parents shall make requests to the Milan School Board for assignment, other than the Berlin School District, by September 30 of the year prior to the student's enrollment in the alternate school district. The Milan School District shall inform the Berlin School District of all placements outside the Berlin School District in grades 7 through 12 by October 1 of the year prior to the date of enrollment for the upcoming school year.

In the event that the Berlin School District must hire an additional teacher solely to meet the needs of an individual Milan student, the costs will be negotiated with the Milan School District.

In the event that this agreement is terminated, any Milan student tuitioned to the Berlin School District may continue attending school in the Berlin District until such time as they graduate from or otherwise discontinues attendance at Berlin.

The tuition rate shall be determined annually and shall be based on the DOE-25 report for two years prior to the time for which the charge is being made. The tuition rate shall be set no later than December 1 of each year, after which the Milan School District will be promptly notified in writing.

The costs of special education services for Milan students will be calculated into the payments of the Milan School District to the Berlin School District. However, any additional costs incurred by the Berlin School District as a result of the special education needs of an individual Milan student, such as the cost for a one-on-one educational aide, shall be billed to the Milan district in addition to the regular tuition. These additional cost to Milan for special education services may include: 1:1 educational assistant, psychological evaluations, related services of speech, occupational therapy, physical therapy, or any other specialized needs related to a disability including any accommodations from a 504 plan that require a student specific expenditure by Berlin.

In the case where a Milan student with an Individual Education Plan or 504 plan is being considered for a placement in a school other than in the Berlin Schools a representative of the Berlin School District shall be a member of Individual Education Plan Team or 504 Team making the placement decision.

In the case of a due process hearing or an alternative dispute resolution process involving a Milan student the Milan School District shall be involved in the due process proceedings. If legal fees are incurred the legal costs will be borne equally by both Districts -In addition, any legal expenses incurred by Berlin for general legal consultation with regard to a Milan student shall be billed to Milan. The Milan School Board and its administration shall be conferred with as to the reason for the consultation/representation prior to any expenses being charged to the Milan School District. Any disciplinary issue/hearing that involves a Milan student that may lead to expulsion or extended suspension or other discipline shall involve the Milan School Board in the decision. Milan students will be subject to the same rules and discipline process as the students in Berlin and shall have the same privileges and educational opportunities as Berlin Students.

The school boards of Berlin and Milan shall meet jointly at least once annually and as many other times as the Boards mutually deem advisable. Such meeting shall be advisory, consultative, and informational in nature, and shall not infringe upon the legal authority and responsibility of either the Milan or the Berlin School Board. Regular and special school board meeting minutes for both districts will be provided to each board in order to increase communication between districts.

Should either party wish to terminate this contract it may do so at the end of any school year by giving no less than two (2) years written notice to the other of its desire to terminate the agreement at the end of the school year at least two years from the date of notice.

If either party wishes to amend this agreement one (1) year's notice shall be given to the other district informing it of the wish to amend and the general nature of the desired amendment(s). The district proposing the amendment(s) shall forward the amendment(s) to the district, in writing, at least one (1) calendar week prior to any joint meeting and discussion of the amendment(s). The one year notice requirement may be waived by mutual agreement. Any amendments shall be agreed upon by both school boards, shall be reduced to writing and upon signature by both boards shall become part of this Agreement. However any substantive amendment as to the manner in which tuition is charged to Milan shall require the vote of its legislative body, Milan citizens.

The Milan School District shall only be obligated to provide transportation of Milan students to and from the schools within the Berlin School District to which the students are assigned, and the Berlin School District shall be responsible for providing the same transportation to Milan students assigned to schools in Berlin as is provided to students of the Berlin School District between the Berlin School District school to which the students are assigned and athletic events and field trips.

This Agreement shall be automatically renewed at the current term length or any subsequent term length, unless one party notifies the other, in writing, on or before July 1 of the year before the existing term of the tuition agreement expires that they wish for the Agreement to terminate.

This Agreement shall also be subject to approval by the State of New Hampshire Department of Education, whereupon the Berlin public middle and high schools shall become the public middle and high schools deemed to be maintained by the Milan School District, in accord with NH RSA 194:22 and NH RSA 193:4.

This Agreement shall also be subject to approval by the legislative body of the Milan School District.

IN WITNESS WHEREOF said parties to this agreement have by their school or governing board respectively hereunto set their hands and seals on the day and year first above written.

SCHOOL DISTRICT OF MILAN

Date

By:

John L. Muller 4/4/17
Peter J. Donovan 4/4/17
Jennie Doleug 4/4/17

SCHOOL DISTRICT OF BERLIN

Date

By:

Michelle Proulx
Scott Posner
Denise Valerino
Louise Valerino
Lynn Moore

BERLIN CITY COUNCIL: CHAIRPERSON

By: _____

Date

Approved by State Board of Education-January 12, 2017

Commissioner of Education

Date: _____