

November 12, 2013

**HIGH SCHOOL TUITION  
AGREEMENT BETWEEN THE  
BARRINGTON SCHOOL DISTRICT AND  
THE DOVER 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 Dover School District ("Dover") located in the county of Strafford and State of New Hampshire.

**WHEREAS** Barrington is desirous of providing its students, grades 9-12 who seek a public high school education, the opportunity to attend high school in Dover; and

**WHEREAS** Dover maintains Dover High School, a public high school approved by the Department of Education of the State of New Hampshire, and desires to receive students from Barrington, and to afford them the complete course of instruction now given in its high school; and

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

1. Agreement to Send and Receive Students. Dover shall accept from Barrington up to a maximum of 400 high school students under the terms hereinafter set forth. 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 a manifest educational hardship in accordance with 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. Barrington also reserves the right to place special education students in out-of-district placements, when necessary.
2. Term of Agreement. The term of this Agreement shall be for ten (10) years, shall commence with the school year beginning July 1, 2014, and shall terminate on June 30, 2024, unless renewed by mutual agreement of the parties. Dover High School shall be deemed a school of record for Barrington in accord with NH RSA 194:22, but both parties acknowledge that Barrington may enter into other tuition agreements pursuant to NH RSA 194:22. By July 1, 2021, the parties shall meet and declare whether it is their intent to renew and extend this Agreement. If so, this Agreement may be renewed and extended for an additional five (5) years to June 30, 2029. Each District shall take such steps as are necessary to secure approval of a renewal by their respective District.

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3. Educational Equality. Dover shall provide Barrington students with access to the same education and opportunities that it provides to Dover students. Barrington students shall be treated in the same fashion as Dover students and shall be subject to the same disciplinary procedures and protections as resident students, including suspension and expulsion from school. Dover shall ensure that Barrington students are subject to the same expectations and obligations as are imposed upon its resident students. Dover shall ensure that Barrington students are afforded all the same rights, protections, privileges and opportunities it extends to its resident students. Dover shall provide the same quality of special education service and support that it provides to resident students enrolled at Dover High School.
4. Tuition and Costs.
  - a. General Tuition. Each year of this agreement Dover shall charge Barrington a base tuition rate equal to Dover's average per pupil cost for those students enrolled in grades 9-12 in the preceding school year. In addition to the base tuition and the administrative fee in paragraph 5, Barrington shall cover all costs for one-to-one (1:1) paraprofessionals for Barrington students and all costs associated with any out-of-district placements of Barrington students.

Barrington School District shall be responsible for the costs of retaining its own legal representation in special education matters pertaining to Barrington students which result in a due process hearing. The Dover School District shall be responsible for defending itself against allegations by third parties, parents, guardians or students that it has engaged in any form of disability-based discrimination.

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

Catastrophic aid and any other aid will be credited to the student's district of residence. Dover 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 the Dover School District 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 the Dover School District shall be made with equal input from Dover's IEP team and

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the LEA representative from Barrington. When the decision has been made that a student's needs cannot be met in Dover, 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 and/or provider.

- b. Capital Costs. Capital costs pertaining to the High School are included in the general 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.
  - c. 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 Dover School Board shall report its high school expenditures on the DOE25 separately from its other schools, defining the high school costs.
  - d. Tuition Reconciliation. The total student enrollment shall be calculated as of  October 1 of each school year, and any tuition shall be assessed as of that date. Reconciliation shall occur at two times during the school year. The first reconciliation shall occur on or about February 1, and the final reconciliation shall occur no later than May 31. The purpose of these reconciliations shall be to adjust any tuition amounts charged or owing due to changing enrollment.
5. Administrative Fee. Barrington shall pay, in addition to the base tuition and any special education costs allocated herein, an administrative surcharge (fee) of eight percent (8.0%) on each student tuition assessed pursuant to paragraph 4(a) above. This fee is intended to offset the costs incurred by Dover due to fluctuations in enrollment and student services from year to year.
  6. Tuition Payment Schedule and Adjustments for Enrollments and Withdrawals. The Barrington School District agrees to pay tuition in three annual payments: the first payment shall be a minimum of 25% of the total annual payment and shall be paid on or before October 15 of each year; the second payment shall be for 50% of the total tuition due and shall be paid by February 15 of each year; and the third payment shall be for 25% of the total tuition due and shall be paid by May 1 of each year.

The Barrington School District shall pay the above applicable tuition for each student enrolled for an entire school year. In the event a Barrington student is enrolled or withdraws after commencement of the then school year, the applicable tuition will be pro-rated on a daily basis. All daily pro-rations shall be based on the then length of the student school year. Notwithstanding, if a Barrington student is

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expelled from the Dover School District, the pro-ration shall occur to the end of the then current semester. No tuition adjustments shall occur for out-of-school suspensions. Unless otherwise agreed, all adjustments in tuition owed or credited shall occur in accordance with the reconciliation procedures set forth in paragraph 4-d above.

7. Tuition Notification.

- a. On or before November 1<sup>st</sup> of each year, Dover shall supply to the Barrington School Board a written estimate of regular and estimated special education costs and any supplemental special education tuition for the next succeeding school year.
- b. Dual Enrollment. Barrington will pay the Dover School District 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 Dover High School 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 Dover agrees to accept a maximum of one (1) 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.

8. Termination of Agreement. Dover agrees to allow the continued attendance through graduation of those students initially accepted at Dover High School who exhibit appropriate citizenship, attendance, and academic progress. Likewise, Dover understands that at the termination of this Agreement, there will be a gradual phasing out of Barrington students as they complete their high school career. The operational terms and conditions of this Agreement shall survive the termination or expiration of this Agreement and shall govern the continued enrollment of Barrington students.

9. High School Accreditation. Dover agrees that during the term of this Agreement, 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, Dover 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.)

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- b. maintains accreditation with the New England Association of Schools and Colleges [NEASC].

If Dover High School fails to maintain its status as defined herein, Dover shall notify Barrington of its changed status, and this Agreement may be renegotiated or terminated at the end of the year that the school is considered unapproved or unaccredited by the NH Department of Education.

10. Joint School Board Meetings. The parties agree that the School Boards will meet at least two (2) times each year at Dover and at such other times as the parties shall agree, so that the Dover School Board may have the benefit of the suggestions and recommendations of the Barrington School Board on curriculum, financial matters, and policies of Dover High School.
11. Participation at School Board Meetings. Barrington citizens shall be entitled to attend Dover School Board meetings and address the School Board as to issues pertaining to the high school or relevant to this Agreement.
12. School Board Representation. The parties agree that the Barrington School District shall annually appoint one of its members to be a non-voting representative to the Dover School Board and shall also appoint an alternate who may sit as a non-voting representative if the appointed representative is not present. The participation in School Board meetings shall be limited to matters relating to Dover High School.
13. Report Cards and Attendance Records. Dover shall provide Barrington with report cards, all required IEP progress reports, and attendance records for the pupils enrolled under the provisions of this Agreement to the extent permitted by law.
14. Discipline. All Barrington students attending Dover High School shall be subject to the same rules and regulations pertaining to Dover students attending Dover High School. Dover shall be legally responsible for student discipline and any matters arising out of such discipline, including any alleged violations of students' rights, shall be the sole responsibility of Dover. The tuition for any Barrington Student who is expelled shall be pro-rated through the conclusion of the then current semester.
15. Student Transportation. Barrington will be responsible for any transportation of students to and from Barrington and the Dover High School and any out-of-district placements.
16. Dispute. 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

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resolution prove impossible, the dispute shall be referred to private mediation. Should resolution prove impossible, 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.

17. Curriculum Coordination. The parties agree that all efforts at curriculum coordination are to be encouraged and that the Administration shall establish appropriate vehicles to facilitate such coordination immediately following Agreement approval. The status of efforts to coordinate the curricula shall be reviewed at least annually during the joint Board meetings between the Dover School Board and the Barrington School Board.
18. Special Education Liaison. The parties agree that the interests of students and both districts are served by having a Barrington Special Education Administrator or his/her designee present at all IEP meetings.
19. 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.
20. Professional Development. The parties agree that coordination of professional development for Barrington and Dover middle school programs is to be encouraged and that the both districts shall establish appropriate vehicles to facilitate such coordination on an annual basis.
21. Termination. Either party may terminate this Agreement for cause. Cause shall be deemed to exist if Barrington fails to pay tuition that is lawfully due and owing or if Dover fails to provide Barrington students with a public education in accordance with this Agreement. This Agreement shall not be terminated prior to exhaustion of the dispute resolution process set forth in Paragraph 16.
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 Agreement shall be binding after its approval by the Barrington School Board, the Barrington School District, the Dover School Board, and approval by the State Board of Education pursuant to RSA194:22.



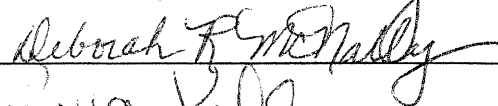
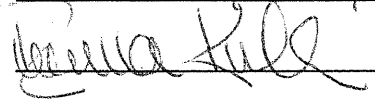
**IN WITNESS WHEREOF**, the School of each School District has caused this Agreement to be executed by its duly authorized officers, on the day and year first written below.

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DOVER SCHOOL BOARD

BARRINGTON SCHOOL BOARD

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DATE: 11-12-2013