

**TUITION AGREEMENT**

**BETWEEN**

**AMHERST AND MONT VERNON SCHOOL DISTRICTS**

AGREEMENT is made this 3 day of November, 2021, by and between the Mont Vernon School District, located in the County of Hillsborough and the State of New Hampshire, and the Amherst School District, similarly located.

WHEREAS, the Mont Vernon School District does not maintain a middle school and desires to have its public middle school students, grades seven (7) and eight (8), attend the Amherst Middle School in Amherst; and

WHEREAS, the Mont Vernon School District (“Mont Vernon”) desires the option of sending additional grades to Amherst Middle School, such grades to be within the grade span of students educated at the middle school at that time; and

WHEREAS, the Amherst School District (“Amherst”) and through its School Board is willing to continue to receive Mont Vernon students and afford them a complete course of instruction in compliance with approval standards as defined by the laws and Regulations of the State of New Hampshire; and

WHEREAS, the Mont Vernon School District and the Amherst School District have worked cooperatively since July 1, 2011 to educate Mont Vernon public middle school students in grades seven (7) and eight (8) at the Amherst Middle School.

NOW, THEREFORE, it is agreed that the Mont Vernon School Board will continue to send its middle school students, grades 7 and 8, to the Amherst Middle School, and the Amherst School Board agrees to continue to accept such students under the terms set forth in subsequent paragraphs.

A. TERM. Upon ratification by the voters of the Mont Vernon School District and the voters of Amherst School District, the term of this Tuition Agreement (“Agreement”) shall be for a period of five(5) years commencing July 1, 2021 and continuing to June 30, 2026, with a mutual option to extend the Agreement for an additional five (5) years whereby the extension term expires June 30, 2031.

By October 1, 2025, the Mont Vernon School Board shall give written notice to the Chair of the Amherst School Board as to whether or not Mont Vernon wishes to extend this Agreement, and by October 30, 2025 the Amherst School Board shall give its written notice to the Chair of the Mont Vernon School Board as to whether or not Amherst wishes to extend this Agreement. Any such extension shall be subject to mutual agreement by the respective Boards as to any necessary amendments as well as any necessary vote of the legislative bodies of the two school districts, which shall occur in March of 2026 at their respective Annual meetings.

In the event the term of this Agreement is not extended, and Mont Vernon has not constructed its own middle school or complete middle school program for educating students in grades seven (7) and eight (8), there shall be a phase out of enrollment of Mont Vernon students at Amherst Middle School by grade. The general intent of this phase out, as further described below, is that only those students enrolled at the time of expiration of the Agreement shall be permitted to continue their enrollment at the Amherst Middle School until they graduate from grade eight (8) or no longer qualify for enrollment.

During the 2026-2027 school year, Mont Vernon grade seven (7) students who had attended Amherst Middle School as grade six (6) students, if any, and Mont Vernon grade eight (8) students shall continue to be enrolled at Amherst Middle School.

During the 2027-2028 school year Mont Vernon grade eight (8) students who had attended Amherst Middle School as grade six (6) and/or grade seven (7) students, if any, shall continue to be enrolled at Amherst Middle School.

The phase out shall be deemed complete as of the close of the 2027-2028 school year.

Nothing herein shall prohibit a lawful re-assignment of a Mont Vernon student to the Amherst Middle School on the basis of the “best interest” standard or manifest educational hardship.

This Tuition Agreement, may be modified subject to majority approval by both School Boards, ratification by the voters of the Mont Vernon School District and the voters of the Amherst School District, and upon approval by the New Hampshire Department of Education. Any modifications to this Agreement shall be in writing.

B. SERVICES. Services shall be provided to students from Mont Vernon to ensure a successful transition in the Amherst Middle School. These services shall include orientation visits to Amherst Middle School, meetings with Mont Vernon parents and students, scheduling and placement programs, publications and materials, as well as other planned activities designed for this purpose. The Amherst Middle School will establish a program to provide for a meaningful one to one social emotional based conversation that will occur with each incoming grade seven (7) Mont Vernon student. These documented

conversations will occur during the month of September. The Amherst Middle School Administration shall provide the Mont Vernon School Board with a detailed written report, describing feedback pertaining to the transition process. This report shall be delivered to the Mont Vernon School Board no later than its annual November School Board meeting.

C. PUPIL REGULATIONS. It is understood that the same pupil regulations and disciplinary procedures shall apply to students from Mont Vernon as apply to students from Amherst. The Amherst School Board shall be responsible for hearing appeals in accord with RSA 193:13.

D. TRANSPORTATION. Transportation of Mont Vernon students to and from Amherst Middle School either by regular or special education buses or vehicles shall be the sole financial responsibility of the Mont Vernon School District. For such time as Mont Vernon and Amherst remain part of School Administrative Unit (“SAU”) #39, SAU #39 shall be responsible for coordinating pupil transportation in accord with RSA 194-C:4(II)(o). Amherst School District shall be responsible for transportation discipline, and shall handle all appeals in accord with RSA 189:9-a. Transportation costs borne by Amherst for athletics, co-curricular and field trips shall be included in and apportioned as regular education costs.

E. COORDINATION BETWEEN DISTRICTS. Administrative structures and procedures shall be implemented that provide regular meetings between the principals of both districts, coordination and articulation of curriculums, communication regarding student progress, identification of new programs, and other administrative reports and meetings that assist Mont Vernon and Amherst in assessing their respective

programs. Both Districts shall draw upon the assistance of the SAU Director of Curriculum and Professional Development and/or the Assistant Superintendent to assist with these matters.

The SAU Director of Curriculum and or Assistant Superintendent shall develop a program to integrate a minimum of two (2) interactive lessons between the Mont Vernon School District 6<sup>th</sup> grade and the Amherst School District 6<sup>th</sup> grade each school year. These collaborated lessons shall leverage any available resources or technology to allow for face to face interactions between both district's students.

The SAU Director of Curriculum or Assistant Superintendent shall establish and implement a policy of integration of the Mont Vernon Village School 6<sup>th</sup> grade educators with the Amherst School District 6<sup>th</sup> grade teaching teams for the purposes of ongoing professional and curriculum development with the goal of synchronization when possible.

The SAU Director of Curriculum and or Assistant Superintendent shall report to the Mont Vernon School Board (annually) an accounting of all standardized testing scores for attending Mont Vernon students at the Amherst Middle School. This report will be used for the evaluation of the current Mont Vernon School District Curriculum and its Professional Development Program. This report shall be in compliance of this Agreement's sub-section M-Reports Provided.

F. TUITION. The intent of the parties is that the tuition charged to the Mont Vernon School District by the Amherst School District for the current school year shall be determined based on the average of the Amherst Middle School New Hampshire Department of Education (DOE-25) calculation of cost per pupil ("CPP") for the two

prior school years multiplied by the current school year October 1<sup>st</sup> enrollment at the Amherst Middle School but not to exceed an increase of 5.6% of the cost per pupil average for the prior two school years. An example of the student tuition calculation is attached as Appendix A.

If during the term or any extension of this Agreement, the New Hampshire Department of Education ceases to determine the cost per pupil in the manner currently calculated, the parties are authorized to use a similar formula to calculate the cost per pupil.

G. NOTIFICATION OF ESTIMATED AND ACTUAL TUITION RATE.

For budgeting purposes, Amherst shall provide Mont Vernon with the amount of the budgeted per pupil rate for the Middle School by November 15 in the year immediately prior to the year for which it is estimating a tuition charge. For budgeting purposes, Mont Vernon shall notify Amherst of its projected enrollment by November 15 in the year immediately prior to the year for which it is estimating tuition revenue. For example, by November 15 of 2020, Amherst shall notify Mont Vernon of its budgeted expenditures for the Middle School for the budget year 2021-2022, and Mont Vernon shall notify Amherst of its projected 2021-2022 enrollment by November 15 of 2020. If these expenditure amounts and/or enrollments are adjusted during the budget process, each district shall promptly notify the other district of the changes. The amount of the tuition expense in Mont Vernon's budget shall be equal to the amount of the Mont Vernon tuition revenue in Amherst's budget.

The actual per pupil tuition rate shall be established and reported to Mont Vernon immediately following completion of end of the year financial and student attendance

forms required by the state; and, in any event, no later than August 31 following the conclusion of the fiscal year tuition is charged.

H. TUITION PAYMENT. The Amherst School District shall submit tuition bills to the Mont Vernon School District on a quarterly basis not later than October 15, January 15, April 15 and June 15. The October, January, and April bills shall cover the billing period of July 1 through September 30, October 1 through December 31, and January 1 through March 31. The fourth bill shall cover the period of April 1 through June 30. Each bill shall be equal to one-quarter of the calculated tuition. Mont Vernon shall pay these bills no later than October 31, January 31, and April 30. The fourth bill shall be paid not later than June 30, at the end of the fiscal year.

I. CHARGES FOR LONG-TERM DEBT OBLIGATIONS FOR CAPITAL EXPENDITURES. The Amherst and Mont Vernon School Boards agree to allocate the responsibility for existing and future long-term debt obligations for capital expenditures at the Amherst Middle School as follows:

1. Existing Long-Term Debt Obligations for Capital Expenditures.
  - a. The Mont Vernon School District agrees to pay an annual capital payment for existing long-term debt obligations for capital expenditures in accord with the previous agreement between the Mont Vernon and Amherst School Districts. Mont Vernon's annual capital payment for existing long-term debt obligations for capital expenditures shall be calculated as follows:

((Total amount of the bond principal borrowed minus building aid) divided by 50) plus interest paid in current year) divided by (Amherst Middle School October 1<sup>st</sup> enrollment less tuition students not covered by this agreement) multiplied by the number of Mont Vernon students attending Amherst Middle School on October 1<sup>st</sup>.

For example:

\$4,000,000 bond minus 30% building aid of \$1,200,000 = \$2,800,000

\$2,800,000 amortized over 50 years = \$56,000

\$56,000 + current year interest paid of \$120,000 = \$176,000

\$176,000 divided by the Amherst Middle School October 1<sup>st</sup> enrollment of 812.7

= \$216.56

\$216.56 times the Mont Vernon Students enrollment of 72.3 = \$15,657.29, Mont

Vernon's proportionate share

- b. In the event that this Agreement is terminated prior to the expiration of the long-term debt obligation, the Mont Vernon School District shall have no further obligation to pay any share of the long-term debt, with the exception of any payments due and owing prior to termination of the Agreement.
- c. No cost charged to Mont Vernon under this paragraph shall be charged to Mont Vernon under paragraph F.



2. Contribution Toward Future Capital Improvements. This provision shall apply to long-term debt obligations incurred beginning with fiscal year 2012. The Mont Vernon School District's annual contribution toward future long-term debt obligations shall be limited to long-term debt obligations incurred to fund capital improvements to the Amherst Middle School only.

- a. Calculation of Mont Vernon's Annual Contribution Toward Future Capital Expenditures for the Amherst Middle School. Mont Vernon's payment shall consist of its proportionate share of the principal and interest of the current fiscal year cost of said long-term debt. Mont Vernon's annual proportionate share of the principal and interest of the long-term debt payment shall be calculated as follows: ((the principal and interest of the current fiscal year cost of the long-term debt) minus (all appropriate funds that the Amherst School District is eligible to receive, including but not limited to, school building aid)) multiplied by ((the number of Mont Vernon students in attendance at Amherst Middle School on October 1st) divided by (the total number of students in attendance at Amherst Middle School on October 1st less the number of tuition students not covered by this agreement), expressed as a percentage) equals Mont Vernon's proportionate share

For example:

\$200,000 principal plus \$120,000 interest less 30% building aid of  
\$60,000 = \$260,000.

\$260,000 times the Mont Vernon October 1<sup>st</sup> enrollment of 72.3  
divided by total AMS October 1<sup>st</sup> enrollment of 812.7 =  
\$23,130.31, Mont Vernon's proportionate share

- b. In the event that this Agreement is terminated prior to the expiration of the long-term debt obligation, the Mont Vernon School District shall have no further obligation to pay any share of the long-term debt, with the exception of any payments due and owing prior to termination of the Agreement.
- c. No cost charged to Mont Vernon under this paragraph shall be charged to Mont Vernon under paragraph F.

J. ACCESS TO AMHERST MIDDLE SCHOOL-OPERATED SPECIAL EDUCATION PROGRAMS. Special education students from Mont Vernon shall have the same access as Amherst students to Amherst Middle School-based special education programs and services if they are enrolled in a grade covered by this Tuition Agreement. These programs and services provided by and at the Amherst Middle School include pre-referral and referral procedures, testing and evaluation, pupil placement teams and case managers, special education specialists and assistants, adaptive equipment, and supervision.

Routine costs for core special education staff and facilities at the Amherst Middle School, including paraprofessionals which are required by a student's individual education plan (IEP) or Section 504 Plan, shall be borne by the Amherst School District as part of the Amherst Middle School's operating expenses. Additional special education costs, such as expenses for out-of-district tuition, transportation and outside-contracted related services for both in-district and out-of-district students which are over and above Amherst Middle School programs and services and which are not included in the computation of the Amherst Middle School tuition rate (see Section F.1.(a) above), and which are required by a student's individual education plan (IEP) or Section 504 Plan, shall be the sole responsibility of the student's town of residence. Any student specific equipment paid for by Mont Vernon shall be the property of the Mont Vernon School District.

Mont Vernon retains the right to make all decisions pertaining to any and all adversarial proceedings and litigated matters for which Mont Vernon is paying legal costs.

Students from Mont Vernon who are not members of a grade covered by this Tuition Agreement may attend middle school programs operated by the Amherst School District on the same basis as non-resident students from any other district.

K. NOTIFICATION OF INTENT TO REDUCE OR INCREASE THE NUMBER OF GRADES MONT VERNON SENDS TO AMHERST MIDDLE SCHOOL. The Mont Vernon School Board shall notify the Amherst School Board by September 1, a full school year in advance of the start of the next school year, of its desire to increase or decrease the number of grades served by this Agreement. The

Amherst School Board shall notify the Mont Vernon School Board by October 1, eleven months in advance of the start of the next school year, of its decision with regard to Mont Vernon's request to increase or decrease the number of grades served by this Agreement. Upon ratification of this Agreement in accord with paragraph A, the increase or decrease in grades served by this agreement shall take effect with the school year beginning in September, twelve (12) months following the aforementioned September 1 notification.

L. NOTIFICATION OF INTENT TO REMOVE GRADES FROM THE AMHERST MIDDLE SCHOOL. The Amherst School Board shall provide the Mont Vernon School Board with two years notice of its intent to remove one or more grades from the Amherst Middle School. At its next available opportunity, the Mont Vernon School Board shall decide whether to: 1) continue this Agreement, 2) unconditionally terminate this Agreement, or 3) terminate this Agreement, conditional upon the Amherst School District's approval of the removal of one or more grades from the Amherst Middle School and any financing necessary to effectuate the removal of one or more grades from the Amherst Middle School..

If the Mont Vernon School Board decides to continue this Agreement, all terms of the Agreement shall remain in force and effect.

If the Mont Vernon School Board decides to unconditionally terminate the Agreement, then this Agreement shall terminate at the end of the fiscal year of the second full school year after the Amherst School Board notifies the Mont Vernon School Board of its intent to remove one or more grades from the Amherst Middle School. In the case of unconditional termination of this Agreement, if the Amherst School Board removes one or more grades from the Amherst Middle School during the period after the Amherst

School Board notifies the Mont Vernon School Board of its intent to remove one or more grades from the Amherst Middle School, but before two full school years have elapsed, then the Mont Vernon per pupil tuition rate for this period shall not exceed the per pupil tuition rate for the school year prior to the removal of the grade or grades. For purposes of the calculation of Mont Vernon's proportionate share of any long-term debt obligations, the average daily membership for the grade or grades removed from the Amherst Middle School shall continue to be included in the average daily membership at the Amherst Middle School.

If the Mont Vernon School Board decides to conditionally terminate the Agreement, the termination shall take effect at the end of the fiscal year of the second full school year after the Amherst School District's approval of the change in grade configurations and any financing necessary to effectuate the change in grade configurations. If the Amherst School District does not approve of the removal of the grade or grades, and/or any financing necessary to effectuate the removal of the grade or grades, then all terms of the Agreement shall remain in force and effect. In the case of conditional termination of this agreement, if the Amherst School Board removes one or more grades from the Amherst Middle School during the period after the Amherst School District's approval of the change in grade configurations and any financing necessary to effectuate the change in grade configurations, but before two full school years have elapsed, then the Mont Vernon per pupil tuition rate for this period shall not exceed the per pupil tuition rate for the school year prior to the removal of the grade or grades. For purposes of the calculation of Mont Vernon's proportionate share of any long-term debt obligations, the average daily membership for grade or grades removed from the Amherst

Middle School shall continue to be included in the average daily membership at the Amherst Middle School.

M. REPORTS PROVIDED. The Mont Vernon School Board shall have access to educational records for legitimate educational purposes for pupils residing within its district, all in accordance with the Federal Family Educational Rights and Privacy Act, also known as the Buckley Amendment, Public Law 93-380. The Mont Vernon School Board shall have access to educational records, with no identification of individual students, for the purpose of conducting evaluations of school programs.

N. MONT VERNON SCHOOL BOARD PARTICIPATION IN AMHERST SCHOOL BOARD ACTIVITIES. Joint meetings of the Amherst and Mont Vernon School Boards for the purpose of consulting and advising regarding any matters of joint interest shall be held at the request of either School Board. These meetings shall be educationally oriented and shall provide opportunities for the Mont Vernon School Board to become more involved with the program of studies at Amherst Middle School and its administrative procedures, and for curricula and services to be better coordinated by and between both school districts.

Mont Vernon School Board members are encouraged to attend all committee meetings and meetings of the Amherst School Board. The Amherst School Board shall exercise all statutory powers, duties, and responsibilities of a School Board as well as the “powers and duties of the School Boards” promulgated by the State Board of Education with respect to the Amherst Middle School.

O. SETTLEMENT OF DISPUTES. In case of disagreement as to the performance, interpretation, or application of this Agreement, or any statement or

computation of expense called for under this Agreement, such controversy shall be initially referred to the State Board of Education for mediation. If a mediator is not able to resolve the conflict, then the dispute shall be submitted in writing to the State Department of Education which, after notice and hearing, shall make a decision.

P. EARLY TERMINATION. This Agreement may be terminated early, or renegotiated, under the following circumstances:

1. Upon mutual agreement of the parties;
2. In the event of a natural disaster or uncontrollable circumstances that makes continuation of the Agreement impossible;
3. In the event that Amherst fails to maintain insurance in accord with Paragraph Q of this Agreement;
4. In the event that the Amherst Middle School is designated as a persistently dangerous school in accord with NH RSA 193-G:1 et seq.;
5. In the event that Amherst Middle School loses its program approval from the New Hampshire Department of Education, and fails to implement a corrective action plan within the time period prescribed by the State and/or the approving authority; or
6. Mont Vernon may terminate this Agreement at the end of the fiscal year of the third full school year after it gives written notice to the Amherst School Board that the Mont Vernon School District has voted to educate its seventh and eighth grade students in Mont Vernon.

No right of action or damages shall accrue to the benefit of either the Amherst School District or the Mont Vernon School District or their successors or assigns, with the exception of the right to payment of monies due and owing as of the date the Agreement was terminated.

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

R. ACCESS TO PUBLIC SCHOOL PROGRAMS. Home educated and non-public students residing in Mont Vernon shall be entitled to access the curricular courses and co-curricular programs offered by Amherst in accord with Amherst's policies and with NH RSA 193:1-c. For those home educated and non-public students who access Amherst's programs in accord with this section, tuition shall be equitably pro rated based on the number of courses and co-curricular activities in which the pupil(s) participate(s).

S. 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.



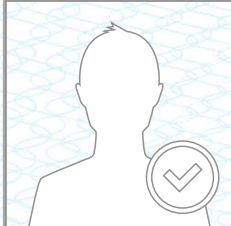



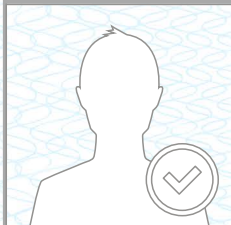



# Signature Certificate

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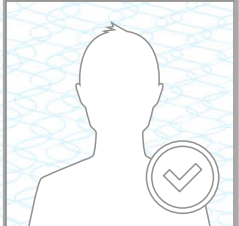



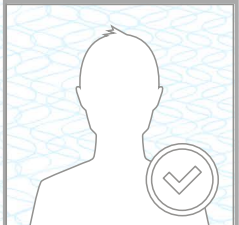



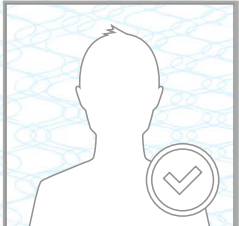
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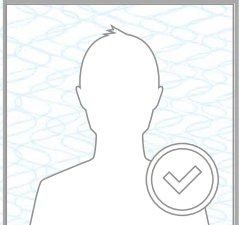

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