

Non-Resident Tuition Agreement

This is an agreement between the Pittsfield School District and _____ (the "Parents") for enrollment of their child, _____ (the "Student") in a Pittsfield School District school for the _____ school year. The Pittsfield School District and the Student agree as follows:

- 1) The Parents reside outside the Pittsfield School District and the Student has no legal right to attend a Pittsfield School District school. The Pittsfield School District has no duty, legal or otherwise, to provide educational services of any kind to the Student, except as authorized by this Agreement.
- 2) The Parents agree to pay the Pittsfield School District base tuition in the amount of \$ _____ for the Student's attendance at _____ (name of the Pittsfield School District school) for the school year, and agree to fully comply with the terms of the Pittsfield School District's Non-Resident Tuition Policy.
- 3) This Agreement terminates on the last day of the school year as determined by the Pittsfield School Board, and all obligations of the Pittsfield School District under this Agreement end on that date, unless the Agreement is terminated earlier as described herein. The Pittsfield School District has no obligation to accept the Student as a non-resident tuition student beyond the _____ school year.
- 4) The tuition charges specified in Paragraph 2 shall be payable as follows: (1) \$1,000 deposit due by August 1st; (2) 50% of tuition (less the deposit) due by September 1st of the academic year; and (3) 50% of tuition (less deposit) due by January 15th of the following year. Failure to make such payments in a timely manner shall result in the cancellation of this contract and discontinuation of student attendance at _____ (name of school) and in the Pittsfield School District.
- 5) The Student shall be subject to the same rules in the School's students and parent's handbook and related school and district practices and policies as resident students.
- 6) The Parents will be solely responsible for the Student's transportation to and from the School.
- 7) The Superintendent of the Pittsfield School District has the right to discontinue enrollment to any student at any time, following notice and a hearing pursuant to RSA 193:13(I)(b). The School Board for Pittsfield School District may discontinue the student's enrollment at any time, following notice and a hearing pursuant to RSA 193:13(II).
- 8) Non-resident students are expected to maintain the following standards:
 - a) The student shall be achieving adequately in all content areas at the end of each quarter or trimester.
 - b) The student's behavior must be judged to be acceptable according to state law, the student and parent handbook, and related school and district policies and practices as interpreted by the school and district administration.
- 9) The Pittsfield School District does not, by this Agreement, undertake to assume any of the duties of the Student's District of Residence with respect to the provision of a free and appropriate public education (hereafter "FAPE") under the special education laws, Section 504 of the Rehabilitation Act of 1973, or any comparable law.
- 10) The District of Residence, not the Pittsfield School District, is responsible for all activities related to the evaluation and reevaluation of the Student under the federal special education statute (the IDEA) and New Hampshire's special education statute (RSA 186-C), and for the development, review, and revision of Individualized Education Programs (IEPs). However, if requested, appropriate Pittsfield School District personnel will participate in evaluation and planning meetings for the Student held by the District of Residence.
- 11) If, at any time it is determined that the Student is entitled to special services arising from the right to FAPE under the special education laws, the Student may continue to attend the School without such special services, provided that the Student is likely to succeed at the School without such special services. However, the Pittsfield School District shall provide such special services only under the following circumstances:

Form JFAB-R Admission of Non-Resident Students: Tuition Agreement

- a) The District of Residence or the parent(s)/guardian(s) agree(s) in writing to pay the Pittsfield School District for the cost of said services;
- b) The student is likely to succeed at the School with said services; and
- c) The Superintendent of Schools of the Pittsfield School District consents.

In the event the Student continues to attend the School while receiving such special services, the parties shall enter into a separate agreement regarding the provision of and payment for such services.

- 12) The parent(s)/guardian(s) acknowledge that they have been provided notice by the District of Residence of student and parental rights under the special education laws (the IDEA and RSA 186-C), including a disabled child's rights to receive a free and appropriate public education (FAPE) from the District of Residence. The parent(s)/guardian(s) understand that the Pittsfield School District does not have a duty to provide FAPE to the Student, but only to deliver the services agreed upon according to the terms of this Agreement and to refrain from discriminating on the basis of disability.
- 13) The Pittsfield School District shall provide at no charge to the parent/legal guardian any accommodations required by a non-resident pupil with a disability pursuant to Section 504 of the federal Rehabilitation Act if those accommodations can be made available to the pupil without a substantial increase in cost for the Pittsfield School District.
- 14) Compliance with FAPE requirements for the special education laws remain the responsibility of the District of Residence. The parent(s)/guardian(s) shall not make claims against the Pittsfield School District concerning themselves or the Student pursuant to said laws. Furthermore, if the Student or anyone else makes such claims against the Pittsfield School District, the parent(s)/legal guardian(s) shall indemnify hold harmless the Pittsfield School District and the Pittsfield School District officers, agents, and employees and this duty to indemnify and hold harmless shall be joint and several.
- 15) This Agreement may be terminated for the reasons specified herein. Any paid tuition fee will not be refunded if the School terminates the Agreement or the Student withdraws prior to the end of the school year.
- 16) This Agreement sets out the entire agreement between the parties and supersedes any and all prior agreements and understandings, whether oral or written between the parties.

Parent or Legal Guardian (PRINT)

Parent or Legal Guardian (SIGNATURE)

Date

Address

Parent or Legal Guardian (PRINT)

Parent or Legal Guardian (SIGNATURE)

Date

Address

For the Pittsfield School District, by:

Superintendent (PRINT)

Superintendent (SIGNATURE)

Date