

Modeled after the ORCSD and Barrington Tuition Agreement

**HINSDALE SCHOOL DISTRICT
TUITION AGREEMENT
FOR WINCHESTER SCHOOL DISTRICT**

THIS AGREEMENT is entered into by and between the Winchester School District (“Winchester”) located in the county of Cheshire and State of New Hampshire, and the Hinsdale School District (“Hinsdale”) located in the county of Cheshire and State of New Hampshire.

WHEREAS said Winchester, which does not maintain a high school, desires to have some of its pupils, grade 9-12 who seek a high school education, attend Hinsdale High School and has authorized its School Board to enter into a contract thereof on the terms and conditions hereinafter set forth; and,

WHEREAS said Hinsdale maintains Hinsdale 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 to its high school; and,

WHEREAS Hinsdale is willing to receive some of Winchester 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 the mutual covenants and agreements hereinafter set forth it is mutually covenanted and agreed as follows:

1. **Agreement to Send and Receive Students.** Hinsdale shall accept from Winchester no fewer than a certain percentage of 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 Winchester from entering into other tuition agreements or prohibit parents from enrolling their child in other public schools pursuant to NH RSA 193:3(1V). Winchester 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 Winchester 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 **seven (7) years**, and shall commence with the school year beginning July 1, 2026, and shall terminate on June 30, 2031. The term of this contract will then be extended for **ten (10) years** provided that on June 30, 2031 and thereafter this contract may be terminated by either party after providing **two (2) years** written prior notice of the date of termination.
3. **Educational Quality.** Hinsdale shall provide Winchester students with access to the same education and opportunities that it provides to Hinsdale students. Winchester students shall be treated in the same fashion as Hinsdale students and shall be subject to the same disciplinary procedures and protections as resident students, including suspension and expulsion from school. Hinsdale shall ensure that Winchester students are

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subject to the same expectations and obligations as are imposed upon its resident students. Hinsdale shall ensure that Winchester students are afforded all the same rights, protections, privileges and opportunities it extends to its resident students. Hinsdale shall provide the same quality of special education service and support that it provides to resident students enrolled at Hinsdale High School, and Hinsdale will bill Winchester for all special education services rendered in accordance with paragraph 4(b).

4. **Tuition and Costs.**

- a. **Regular Education Tuition.** Hinsdale offers Winchester a base rate per student cost of \$ [redacted] 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 Hinsdale High School based on the prior fiscal year. For example, if the appropriated budget for HHS for FY28 is a 1.7% increase over the appropriated budget for FY27, then the tuition rate for FY28 will be a 1.7% increase over the FY27 tuition rate.
- b. **Special Education Expenses.** Winchester 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, 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 Winchester.
 - i. State Special Education Reimbursement (formerly Catastrophic Aid) ~~or any other aid will be credited to the student's district of residence.~~ Hinsdale shall supply Winchester with any service logs or other documentation required for application for Medicaid reimbursement.
 - ii. The parties agree that the decision as to whether a Winchester student's needs can be met within Hinsdale rests with the student's IEP team. The decision concerning assignment of a special education student from Winchester to a special program or facility outside of Hinsdale shall be made with equal input from Hinsdale's placement team and the LEA representative from Winchester. When the decision has been made that a student's needs cannot be met in Hinsdale, it shall be Winchester's responsibility to determine that student's placement. Winchester shall bear all of the costs of any such special program or facility and the transportation to that facility. In the event of a disagreement regarding placement, the Hinsdale's placement team shall control.
- ~~c. **Special Education Staffing Levels.** The tuition rate of \$ [redacted] is based upon a special education staffing of 1 case manager and 1 program paraprofessional for every [redacted] special education students.~~
- d. **School of Record.** Hinsdale shall become a high school maintained by Winchester pursuant to RSA 194:22 upon approval of this tuition contract for its high school students.

Modeled after the ORCSD and Barrington Tuition Agreement

Upon NH Department of Education approval, Hinsdale shall be deemed a high school maintained by Winchester in accord with NH RSA 194:22. The Parties recognize that Winchester's payment of the entire tuition amount is an accommodation for Hinsdale, and in no way is deemed to compromise Winchester'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 Winchester shall not be responsible for those costs.
 - i. Capital projects required to accommodate additional Winchester students and/or improve the high school physical plant _____
- f. **Financial Records.** Winchester 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 Hinsdale 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 on November 1 and April 1. The November 1 invoice will be calculated for the October I enrollment. The April 1 invoice will be adjusted up or down based upon enrollment at the start of the high school 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 50% of the agreed to tuition rate charged by Hinsdale, as Hinsdale has staffed to the needs of students at the beginning of the school year.
5. **Tuition Notification.** On or before October 1st of each year, Hinsdale shall supply to the Winchester 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 Hinsdale the option of adjusting the tuition rate.
6. **Student Count.**
 - a. **Projected.** On or before November 1 of each year, the Winchester School District shall supply Hinsdale with a written non-binding estimate of the number of ~~regular and special education~~ students who will be attending HHS in the next succeeding school year. At no time will the non-binding number be less than the agreed upon minimum percentage of incoming students.
 - b. **Dual Enrollment.** Winchester will pay Hinsdale a tuition rate determined on a case-by-case basis for non-public or home educated pupils from Winchester who access public school programs in Hinsdale in grades 9-12. In such a case, the tuition shall be prorated based on the number of courses and/or the extra-curricular activities in which the pupil participates.
 - c. **Foreign Exchange Students.** Each year Hinsdale agrees to accept a maximum of one foreign exchange student free of tuition residing in Winchester. The student

Commented [1]: Language needs to be developed to assign Winchester to part of the costs as well as the planning and agreement to partially fund.

Commented [2]: BAs need to weigh in on this section.

Modeled after the ORCSD and Barrington Tuition Agreement

so enrolled will not be used in the calculation of the number of students for tuition purposes.

7. **Career & Technical Education.** Winchester students desiring to attend the Career & Technical Education opportunities available to Hinsdale 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, Winchester will be responsible for said costs. *Jane will work on re-wording this for Feb. 13th.*
8. **Conclusion of Contract.** Hinsdale agrees to allow the continued attendance through graduation of those students initially accepted at Hinsdale High School who behave in accordance with the rules of Hinsdale. Likewise, Hinsdale understands that at the conclusion of the contract, there will be a gradual phasing out of Winchester students as they complete their high school career. Paragraphs 3 through 7, and 11 through 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 Winchester students under these paragraphs.
9. **High School Accreditation.** Hinsdale 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, Hinsdale 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 Hinsdale 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. Hinsdale shall notify Winchester 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 Winchester 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 *three (3) time(s)* each year at Hinsdale and at such other times as the parties shall agree, so that the Hinsdale School Board may have the benefit of the suggestions and recommendations of the Winchester School Board on curriculum, financial matters, and policies of Hinsdale High School. *Dr. Ryan will add language for Feb. 13th.*

Modeled after the ORCSD and Barrington Tuition Agreement

11. **School Board Representation.** Determine representation language, if any, here. Will work on for February 24th.
12. **Enrollment Schedule.** The parties agree that Winchester's pace of enrollment at Hinsdale High School should grow incrementally in order to facilitate a smooth transition of Winchester students into Hinsdale High School as well as to facilitate Hinsdale's budgetary planning. The objective of both districts is to reach an enrollment level of no fewer than _____ Winchester students. Need to go back to both Boards for discussion for Feb. 24th.

Each year, Winchester will be charged for at least a minimum enrollment of _____% of all Winchester Grade 9 students in 2026-2027, _____% of all Winchester Grade 10 and 9 students in 2027-2028, _____% of all Winchester Grade 11, 10, and 9 students in 2028-2029, _____% of all Winchester high school students in 2029-2030, and _____% of all Winchester high school students each year thereafter, as well as annually for all students accounting in excess of the minimum enrollment amount.
13. **Participation at School Board Meetings.** Winchester citizens shall be entitled to attend Hinsdale School Board meetings and address the School Board as a whole when so desired to discuss issues arising under this agreement. Winchester citizens' participation will be limited to issues pertaining to the high school.
14. **Report Cards. Summary of Student Progress.** Hinsdale shall provide Winchester 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. Dr. Jerome to supply suggested language for Feb. 13th.
15. **Discipline.** All Winchester students attending Hinsdale High School shall be subject to the rules and regulations pertaining to Hinsdale students attending Hinsdale High School. Hinsdale 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 Hinsdale. If a student's conduct on a Winchester bus would have resulted in discipline by Hinsdale School District if the conduct had occurred on an Hinsdale bus, Hinsdale may, in addition to Winchester, 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 Superintendent(s) 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.** Winchester will be responsible for determining whether to transport students to and from Winchester and the Hinsdale High School, including whether or not to provide a late bus for students who remain after school for activities.

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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 by each of the school boards at one of their regularly scheduled **meetings** ~~or, if scheduled, at a~~ joint school board meetings.
19. **Special Education Liaison.** The parties agree that the interests of students and both districts are served by having a Winchester Special Education administrator or designee present at all IEP meetings. **To discuss Feb. 13th or 24th.**
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 Hinsdale's calendar will control. **April to provide language for Feb. 13th.**
21. **Professional Development.** The parties agree that coordination of professional development for Winchester and Hinsdale 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 Winchester and the approval of the contract by Hinsdale at their legally conducted school district meetings, special or otherwise, and approval by the State Board of Education pursuant to RSA 194:22.

Commented [3]: Check with student services directors on viability of this requirement.

IN WITNESS WHEREOF, Hinsdale School District has caused this Agreement to be executed by its duly authorized officers, and the Winchester School District has approved the Winchester School Board to execute this Agreement on the day and year first above written.

HINSDALE SCHOOL BOARD

WINCHESTER SCHOOL BOARD

Modeled after the ORCSD and Barrington Tuition Agreement

DATE:	DATE:
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APPROVED BY THE NEW HAMPSHIRE STATE BOARD OF EDUCATION

Drew Cline, Chair
NH State Board of Education

Louis (Frank) Edelblut, Commissioner
New Hampshire Education Department