

**AGREEMENT BETWEEN
THE SOMERSWORTH SCHOOL DISTRICT
AND
THE ROLLINSFORD SCHOOL DISTRICT**

WHEREAS, the Rollinsford School District (“Rollinsford”) will be withdrawing from the AREA agreement with the Somersworth School District (“Somersworth”) effective July 1, 2015; and

WHEREAS, Rollinsford and Somersworth mutually desire to provide for an orderly withdrawal process and to facilitate the smooth transition of Rollinsford students to the new schools of record for Rollinsford; and

WHEREAS, Rollinsford and Somersworth wish to provide the opportunity for certain Rollinsford students who are enrolled in the Somersworth Middle or High Schools at the time of Rollinsford’s withdrawal to complete their middle or high school education at Somersworth;

NOW THEREFORE, the Somersworth School District [“Somersworth”] and the Rollinsford School District [“Rollinsford”] enter into this Agreement:

1. Middle School Students

Those Rollinsford students enrolled in Somersworth Middle School who will be entering the eighth (8th) grade for the 2015 – 2016 school year, shall be permitted to continue to attend Somersworth Middle School for their eighth (8th) grade year of middle school to complete their middle school education in Somersworth during the 2015-2016 school year. This shall not preclude any Rollinsford student from choosing instead to enroll in Marshwood Middle School. No Rollinsford seventh (7th) grade students shall be enrolled at Somersworth Middle School for the 2015-2016 school year, except those students enrolled pursuant to NH RSA 193:3.

Those Rollinsford students who have completed the eighth (8th) grade at Somersworth Middle School during the 2014-2015 school year shall enroll in Marshwood High School in accord with the terms of the tuition agreement between Rollinsford and the Marshwood School District.

No Rollinsford student shall be enrolled in Somersworth Middle School after the 2015-2016 school year except for those students enrolled pursuant to NH RSA 193:3.

2. High School Students

Those Rollinsford students attending Somersworth High School who have completed the ninth (9th) grade in Somersworth during the 2014-2015 school year, and who will be entering the tenth (10th) grade for the 2015 – 2016 school year, shall be permitted to continue to attend Somersworth High School for their tenth (10th) grade year of high school and afforded three (3) consecutive years (that is, until June 2018) in which to complete their high school education in Somersworth. This shall not preclude any Rollinsford student from choosing instead to enroll in Marshwood High School.

Eligible Rollinsford students shall be permitted to continue in the following grades at Somersworth High School during the following school years:

2015-2016 school year:	10 th , 11 th , or 12 th grade;
2016-2017 school year:	11 th , 12 th grade; and
2017-2018 school year:	12 th grade.

No Rollinsford student shall be enrolled in Somersworth High School after the 2017-2018 school year except for those students enrolled pursuant to NH RSA 193:3, or by separate agreement between Somersworth and Rollinsford.

3. Enrollment Process and Admission Criteria

The Rollinsford School Board shall poll Rollinsford students and families as to their intentions with regard to enrollment, and shall, no later than November 2014, provide Somersworth and SAU 56 with an estimate as the number of students who have stated an intent to continue at Somersworth Middle School or Somersworth High School, by grade, during the 2015-2016 school year. A similar poll shall be conducted of the families of those Rollinsford students attending Somersworth High School as to each subsequent school year contemplated by this agreement.

Any Rollinsford student who is to be enrolled at Somersworth Middle or High School shall meet all requirements for enrollment applicable to Somersworth residents (other than residence in Somersworth). Somersworth affirms its duty under state and federal law to ensure that its enrollment and admission criteria are nondiscriminatory in nature.

Somersworth shall not be obligated to enroll any Rollinsford student while that student is under suspension or expulsion by Rollinsford or any other school district, nor shall it enroll any student while the student is incarcerated in the juvenile justice system.

4. Conditions for Continued Enrollment

Any Rollinsford student enrolled at Somersworth Middle or High School pursuant to sections 1-3 of this agreement shall be allowed to continue as a student at Somersworth, so long as he/she meets all of the academic, extra-curricular, behavioral, and conduct requirements applicable to all students at the middle or high school and Rollinsford continues to pay the student's tuition. Rollinsford students shall be treated in the same fashion as resident students and shall be subject to the same disciplinary procedures and protections as resident students, including suspension and expulsion from school. All disciplinary decisions shall be under the jurisdiction of the Somersworth School District.

Somersworth shall continue to treat all Rollinsford students in the same manner as it treats its resident students. Somersworth shall ensure that Rollinsford students are subject to the same expectations and obligations as are imposed upon its students. Somersworth shall ensure that Rollinsford students are afforded all of the same rights, protections, privileges and opportunities it extends to its resident students.

5. Tuition

Rollinsford shall pay to Somersworth per student general tuition in accord with the following schedule:

Middle School	
2015-2016 School Year:	\$9,650.00
High School	
2015-2016 School Year:	\$11,500.00
2016-2017 School Year:	\$11,845.00
2017-2018 School Year:	\$12,200.00

This agreement shall not prohibit Somersworth from charging enrolled Rollinsford students those fees that it charges its own resident students. The general tuition includes the vocational costs (CTC) for Rollinsford students who are enrolled at Somersworth and attend the regional vocational center.

In addition to paying the general tuition, Rollinsford shall also be responsible for the cost of providing special education and related services to those IDEA-eligible students who are enrolled at Somersworth Middle or High School in accord with the following Tiered Service Schedule for 2015-2016:

Tier	Criteria for Funding Amount	Funding Amount
Tier 1	The number of resident students classified as eligible for special education and receiving "related services" under the special education laws	\$520 per service/student (other than speech/language services)
Tier 2	The number of students classified as eligible for special education and receiving speech/language services under the special education laws.	\$630.00 per service/student
Tier 3	The number of students classified as eligible for special education who are autistic, emotionally handicapped, and multiple disabilities.	\$7,242/student
Tier 4	Students classified as eligible for special education who are identified with an intellectual disability; and any special education student receiving one or more of the following intensive services: individual instruction, high level assistive technology, or intensive special education services or related services.	\$7,838/student

While Somersworth shall be responsible for hiring one-to-one paraprofessionals, Rollinsford shall be responsible for the costs of any one-to-one paraprofessional required by a Rollinsford student's IEP and all equipment required by the Rollinsford student's IEP. For the 2016-2017 school year the special education service costs shall be the Tiered Service Schedule set forth above, plus three percent (3%). For the 2017-2018 school year the special education costs shall be the 2016-2017 Tiered Service Schedule rates, plus three percent (3%). As a provider of special education, Somersworth shall not be responsible for costs associated with educating Rollinsford students who are subsequently placed by Rollinsford or a hearing officer outside of Somersworth Middle or High School.

6. Special Education (IDEA) Placement

Somersworth acknowledges that Rollinsford special education students are also placed at secondary schools by virtue of an IEP Team decision. While this Agreement does not constitute a tuition agreement for such students (other than setting rates under Section 5), and does not designate Somersworth Middle or High School as a school maintained by Rollinsford in accord with NH RSA 194:22, Somersworth is willing to be considered, when appropriate, as a potential public school placement to be made by a Rollinsford IEP Team during the period covered by this agreement, provided the student was enrolled prior to July 1, 2015 at Somersworth Middle School or Somersworth High School and is otherwise eligible to enroll at Somersworth pursuant to Sections 1-4 of this agreement. When Rollinsford contemplates the possibility of a Somersworth Middle or High School IDEA placement, it shall, upon receipt of any necessary parental consent, contact Somersworth's special education department to determine

whether Somersworth has the ability to offer a Free Appropriate Public Education to the student. Except in the case of "stay-put," Rollinsford shall only place a student at Somersworth if Somersworth has agreed that it can offer FAPE and either the parent/guardian/adult student has explicitly or implicitly consented to the placement under N.H. Code of Administrative Rules Ed 1120.04, 1120.05 or 1120.06, or a hearing officer has agreed that Somersworth can provide FAPE. Rollinsford shall be responsible for all special education costs in accord with section 5 above.

7. Special Education and Section 504/ADA Services

Somersworth shall comply with all substantive and procedural state and federal laws relative to enrolled Rollinsford students who qualify under the Individuals with Disabilities Education Act, N.H. RSA 186-C, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act. Once a Rollinsford student has been enrolled, Somersworth shall be responsible for providing case management and for all IEP and 504 Team processes, except as follows. A Rollinsford representative shall be invited to all IDEA Team and Section 504 Team meetings and shall be the designated LEA representative for Rollinsford. Only the Rollinsford LEA representative may bind Rollinsford to implement, assure the implementation of, or fund any services or placement selected by the Team.

Somersworth shall be responsible for providing and funding all Section 504/ADA accommodations, modifications, and services required by Rollinsford students enrolled under this agreement at Somersworth Middle School or Somersworth High School, except as follows. Rollinsford shall reimburse Somersworth for the costs of any extraordinarily expensive services Somersworth provides to a Rollinsford student in order to comply with Section 504 or the ADA.

In the event a Somersworth Middle or High School IEP or Section 504 Team determines that Somersworth can no longer provide FAPE to a Rollinsford student, and a parent or hearing officer agrees, Rollinsford shall assume all responsibility for providing FAPE.

The Rollinsford School District shall be responsible for its legal costs arising from disputes with parents/guardians/adult students over special education matters pertaining to a Rollinsford student.

8. Transportation

Somersworth shall not be responsible for providing general transportation to Rollinsford students. Somersworth shall not be responsible for providing transportation when it is designated as a related service in a Rollinsford student's IEP. Somersworth shall provide transportation to Rollinsford students for field trips, athletic events and to and from vocational programs on the same terms and conditions as it does for its resident students.

9. Billing

Tuition shall be billed in three installments, December, March and June. The bills shall be paid in thirty (30) days. Rollinsford shall receive a pro-rated refund for students who withdraw or are dismissed during the school year.

10. Statutory Post-Withdrawal Matters

In order to resolve the parties dispute relative to the amount of Rollinsford's statutory post-withdrawal obligations pursuant to NH RSA 195-A:14(V) including but not limited to Somersworth's diminished building aid, rental charges and stranded debt, Rollinsford agrees to pay Somersworth \$163,627.96 in full satisfaction of all of Rollinsford's obligations to Somersworth in accordance with the following schedule: prior to June 30, 2014 Rollinsford shall pay Somersworth not less than \$81,813.98. Rollinsford shall pay any remaining balance prior to June 30, 2015.

These payments shall be treated as trust funds by Somersworth and shall be applied by Somersworth to capital debt incurred for the benefit of the prior AREA agreement. These payments shall be deemed to satisfy Rollinsford's post-withdrawal debt, rental and building aid obligations in full. Rollinsford shall not pay any other or further amounts to Somersworth relative to withdrawal from and termination of the AREA agreement.

11. Post-Termination Placements

In the event a Rollinsford IEP Team, a hearing officer, or a court, determines that a Rollinsford student should, by virtue of stay-put, IDEA obligations, or state special education law, remain enrolled in Somersworth schools after June 30, 2018, the Rollinsford School District shall pay Somersworth: (a) the General Tuition for the prior year, plus three percent; plus (b) the Tiered Special Education Costs for the prior year, plus three percent.

12. Dispute Resolution

In the event a dispute arises as to the interpretation of this Agreement, the Rollinsford School Board and Somersworth School Board shall each appoint a negotiation team to meet and determine whether the matter can be resolved. If the matter cannot be resolved, the parties shall submit the matter to mediation, and the mediator's costs shall be borne equally by each district. If the mediation is unsuccessful, the parties may proceed to litigate the matter. Venue for litigation purposes shall be Strafford County, NH.

13. Interpretation

This Agreement shall be interpreted, construed and governed according to the laws of the State of New Hampshire.

Somersworth School District

Dated: 6/9/14

By: 

Don Austin, Chair
Duly authorized by the
Somersworth School Board

Rollinsford School District

Dated: 6/9/14

By: 

Paula Woolley, Chair
Duly authorized by the
Rollinsford School Board