

NEW HAMPSHIRE SCHOOL ADMINISTRATIVE UNIT 29

CHESTERFIELD SCHOOL DISTRICT

JFAB

ADMISSION OF TUITION AND NON-RESIDENT STUDENTS

Category: Priority/Required by Law

Non-resident students may only attend district schools when their attendance has been approved by the Board. If the Board agrees to enroll a non-resident student, the District will either charge tuition to the parent or, alternatively, the Superintendent may seek to enter into an agreement for the payment of tuition with the school district in which the student resides.

Upon the admission of a non-resident student to the District, the Superintendent or designee will immediately notify the student's school district of residence of the student's name, date of birth, address, and grade assignment of the student. This notification shall also be made at the beginning of each school year for which the student is enrolled.

The Board acknowledges the provisions of RSA 193:3 which state that the district in which the student resides shall retain all responsibility for the provision of special education and related services pursuant to RSA 186-C.

The Board's decision on whether to enroll a non-resident student will not be based, in whole or in part, on whether that student is a student with a disability, as defined by applicable state or federal law.

Tuition rates will be charged at a rate set by the Board and billed quarterly in advance to the district of residence or parent responsible for payment. When a district of residence is responsible for tuition, approval must be from that district's school board.

The district will not provide transportation to and from school for non-resident and tuition students at district expense.

The provisions of this policy may be modified on a case-by-case basis, as needed, pursuant to separate contracts, agreements and other binding arrangements.

Legal References:

RSA 186-C:13, Special Education; Liability for Expenses

RSA 193:3, Change of School or Assignment

RSA 193:12, Legal Residence Required

Adopted by CSB: 10/8/07

Revised: 1/10/11

Approved: 1/10/11

ADMINISTRATIVE PROCEDURE TO ACCOMPANY POLICY JFAB

NON-RESIDENT PUPILS

APPLICATION FOR ADMISSION

A parent or guardian of a non-resident student may apply for admission on behalf of his/her child by completing the school district registration/ enrollment applications. The application form will contain information including, but not limited to, the current legal residence of the child and the school district in which s/he is currently enrolled, the basis for requesting release from the district, and the specific building and grade level in which the student desires to be enrolled if accepted by the district.

The application for admission shall be submitted to the principal of the Chesterfield School. The principal will then make a recommendation on the admission application to the Chesterfield School Board. If the principal recommends admission, the recommendation will state the length and terms of the admission and any subsequent condition(s) which would result in the termination of admission.

TUITION

A tuition agreement, in form and substance as that set forth in Appendix A, is required for each non-resident student accepted for admission.

In the event that the non-resident student is allowed to attend a school within the Chesterfield School District, transporting the student to and from school shall be the responsibility of the parent/guardian/sending district.

If the non-resident student requires services which are not currently provided by Chesterfield School or as needed at a level causing the school to hire additional staff, equipment and/or contractors, the additional cost shall be the sole responsibility of the parent/ guardian /sending district and continued attendance is contingent on the receipt of such a payment.

Approved: C - 4/11/11

APPENDIX A

TUITION AGREEMENT
FOR CHESTERFIELD SCHOOL DISTRICT

The agreement concerns _____, a child whose date of birth is _____ and whose address is _____.

_____ This agreement is entered into by the child's parent(s), _____ whose address is _____.

The child's District of Residence is not Chesterfield.

The parent(s) understand that the child is entitled to a free and appropriate public education where the child's district of residence is deemed to be. Nevertheless, for various reasons, the parent(s) desire that the child attend Chesterfield School and the parent(s) agree to pay tuition for the child's attendance.

The tuition amount is set each year in the fall for that academic year using data from the previous year. The amount of the tuition is \$_____ for the _____ academic year. This tuition is to be paid as follows: Half the total projected amount (Projected amount equals the previous year's tuition rate) will be due 5 business days prior to the first student day of the school year. The remaining four payments will be split evenly and due on the dates outlined in Figure 1. When the current actual tuition rate is set a revised payment schedule will be developed and any change in costs will be added to the remaining payments. If a student is accepted and enters the district after the beginning of the year, half of the prorated tuition will be due prior to attending Chesterfield School and the remainder due will be divided by the number of payment due dates remaining on figure 1, see Figure 2 for an example.

Figure 1- Start Date is First Day of School

Payment	% owed	Amount	Due Date
1	50.0%	\$ 6,964.50	5 Days Prior to Start of School
2	12.5%	\$ 1,741.13	October 15
3	12.5%	\$ 1,741.13	December 15
4	12.5%	\$ 1,741.13	February 15
5	12.5%	\$ 1,741.13	April 15
TOTAL	100%	\$ 13,929.00	

Figure 2- Start Date is January 3

1	50%	\$ 4,078.88	Prior to January 3
2	25%	\$ 2,039.44	February 15
3	25%	\$ 2,039.44	April 15
TOTAL		\$ 8,157.76	

Late Start Proration- \$13,929/181 days= \$76.96 /day , 106 days remaining X \$76.96 = \$8,157.76

This tuition amount is the rate for the Chesterfield School and is established by the Chesterfield School Board. The Board shall review the rate annually no later than November 30th of the current year. If additional services are being provided to the child, the charges for, and a description of, such services are set forth in a companion agreement. Upon default in any payment due, the child’s right to attend school in Chesterfield shall be suspended; and there shall be no responsibility on the part of the child’s teachers to “make up” any missed lessons. If the default of payment grows beyond 30 days or payments are late on more than one occasion during a fiscal year the student will be not be able to attend Chesterfield School as a non-resident for the remainder of the school year. A prorated rebate will be returned. No student will be admitted at the start of the school year if they currently have unresolved past due balances to the Chesterfield School District.

The child and parent(s) are subject to all applicable rules and regulations of the Chesterfield School District and all disciplinary rules of the school attended by the child. Tuition shall not be rebated in event of suspension of the child for disciplinary reasons or the child’s absence from school for illness or other reason.

The Chesterfield School District is not responsible for the transportation of the child to or from school. The parent(s) shall be responsible for all transportation required for the child’s participation in the school program and shall accomplish all transportation so that the child is not left at the school or the school neighborhood beyond normal school hours.

The Chesterfield School District has an obligation to its taxpayers not to enter into a tuition agreement for non-resident students which burdens Chesterfield taxpayers and, therefore, enters into this agreement based upon information which suggests that the child does not require extraordinary services which would result in costs in excess of the tuition charged under this agreement. If, for any reason, the assumption that the child does not require extraordinary educational services turns out to be incorrect -

even if the school district has wrongly interpreted or misunderstood the information available to it - the Chesterfield School District, in its sole and exclusive judgment, may terminate this agreement upon ten (10) days written notice to the parent(s) and with an appropriate rebate of paid tuition, unless the parents pay for the additional services required.

The parent(s) understand(s) and agree(s) that, if the child is eligible for services under the IDEA (Individuals with Disabilities Act) and/or Section 504 of the Rehabilitation Act of 1973 (s504) and/or other federal or state law, it is the responsibility of the school district where the child resides to provide such services; and most resident school districts are generally not willing to pay for such services to another school district. The Chesterfield School District retains the sole and exclusive right at any time during the term of this agreement to: (a) terminate this agreement upon ten (10) days written notice to the parent(s) with an appropriate rebate of paid tuition in the event Chesterfield determines that it is unwilling to provide IDEA, 504, and/or other necessary services to the child; or (b) increase the tuition upon ten (10) days written notice to the parent(s) with the increase being required to pay for the cost of necessary services, including participation by Chesterfield School District employees in the planning process for such services. At all times, the parent(s) shall cooperate with the Chesterfield School District so to accomplish the evaluation and assessment of any concerns raised by teachers or other staff.

Dated this _____ day of _____, 2_____.

Parent or Guardian

Parent or Guardian

The Chesterfield School District, by

Principal, Duly Authorized

The Chesterfield School District, by

Chesterfield School Board Member, Duly Authorized

Approved: C - 4/11/11