

If space and facilities are available, and if the Superintendent or designee determines that the Keene public schools offer a suitable educational placement for an applicant pupil without compromise of the education provided to resident pupils, pupils who are not otherwise eligible to attend Keene schools may do so upon payment of tuition by the resident district and/or parents and/or other sources.

The rate of tuition shall be that established by Non-AREA formula for the applicable Keene school, plus the cost of any extraordinary services which Keene may agree to provide at its discretion.

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.

Approved: K – 2/12/62

Revised: K – 6/12/01

K – 1/3/11

Approved: K – 2/8/11

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 (elementary) or course offerings (secondary) 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 school where the student seeks enrollment. The principal will then make a recommendation on the admission application to the Superintendent of Schools. 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.

The decision of the Superintendent regarding admission shall be final.

TUITION

A tuition agreement, in form and substance as that set forth in Exhibit A, is required for each non-resident student accepted for admission, even if tuition is waived in its entirety by the Board of Education. (*See Appendix A.*) Any parent or guardian may apply for a tuition waiver.

The tuition agreement will be initiated by the principal of the school which the non-resident student is to attend.

TUITION WAIVERS

In cases where the Superintendent has decided it is appropriate for a non-resident student to attend Keene schools, the Board of Education may grant a waiver of tuition on a case-by-case basis. In reaching its decision, the Board may consider:

1. Economic hardship of the student's family,
2. The intention of a family to imminently relocate within the boundaries of the Keene School District, with the understanding that the Board may request copies of a purchase and sales agreement or lease, as appropriate, or

3. Any other factor the Board deems relevant whether it be in the overall educational and developmental interest of the student and will not adversely impact the interests of the District, for the Board to approve a tuition waiver.

Such a waiver request to the Board, stating the circumstances and reasoning, shall be submitted by the parents via the Superintendent's office.

Upon receipt of the written request, and pending the decision of the Board, the Superintendent or designee may waive tuition for up to thirty calendar days pending a decision of the Board.

The applicant shall submit a financial statement, on a form provided by the District, with the request.

The Board will not approve a tuition waiver if the waiver will result, directly or indirectly, in adverse financial, economic or other consequences to the District.

If a tuition waiver request is made in conjunction with the purchase and/or occupancy of a residence, and residency is not subsequently established during the waiver period, or any extension thereof, tuition will be charged to the parents retroactive to the first day of school entry.

If a student is in his/her senior year at Keene High School, is certified to be in good academic and disciplinary standing, is scheduled to graduate at the end of the school year, and, during the senior year, the student shall become a non-resident student by virtue of residency relocation, the student may apply for and shall be granted a waiver of tuition for the balance of that senior year by the Superintendent.

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

Approved: K – 6/12/01

Reaffirmed: K – 2/8/11

APPENDIX A

**TUITION AGREEMENT
FOR KEENE 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 does not reside in Keene or in a town which is party to an AREA agreement with Keene for the school listed below.

The parent(s) understand that the child is entitled to a free and appropriate public education where the child resides. Nevertheless, for various reasons, the parent(s) desire that the child attend _____ School in Keene and the parent(s) agree to pay tuition for the child's attendance.

The amount of the tuition is \$_____ for the 2____ - 2____ academic year; and this tuition is to be paid as follows: _____

_____.

This tuition amount is the standard rate for the school and is established by statutory formula. 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 Keene shall be suspended; and there shall be no responsibility on the part of the child's teachers to "make up" any missed lessons.

The child and parent(s) are subject to all applicable rules and regulations of the Keene 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 Keene 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 Keene School District has an obligation to its taxpayers not to enter into a tuition agreement for non-resident students which burdens Keene 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 Keene 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.

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 Keene 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 event Keene determines that it is unwilling to provide IDEA, s504, 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 Keene School District employees in the planning process for such services. At all times, the parent(s) shall cooperate with the Keene 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 Keene School District, by

Principal, Duly Authorized

Business Administrator