

TUITION AGREEMENT
FOR HIGH SCHOOL PUPILS

AGREEMENT, made this _____ day of _____, _____, by and between the Merrimack Valley School District ("Merrimack Valley") and the Andover School District ("Andover").

WITNESSETH THAT

WHEREAS, Andover does not maintain a senior high school (grades 9-12), and desires that the pupils within the Andover School District attend Merrimack Valley High School; and,

WHEREAS, Merrimack Valley is willing to accept the Andover senior high school pupils for the purpose of affording them the same course of instruction now given or to be given its own pupils in exchange for the tuition payments calculated hereunder; and,

WHEREAS, Andover and Merrimack Valley have had a longstanding relationship that they wish to continue.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Andover and Merrimack Valley agree, subject to the provisions of Paragraph 11, as follows:

- 1. Pupils to Attend Merrimack Valley High School.** All Andover pupils who are eligible to attend public high school, "eligible students", for which Andover pays any or all of the tuition, shall attend Merrimack Valley High School, subject to the terms and conditions hereof and state law governing "manifest hardship".

- 2. Joint Committee(s).**
 - a.** A joint advisory committee consisting of two Andover School Board members and three Merrimack Valley School Board members shall review manifest hardship applications and make its recommendations to the

Andover School Board, which, subject to applicable state law, shall make the final determination on such applications.

- b. A joint committee consisting of two Andover School Board members and two Merrimack Valley School Board members may be established on an as-needed basis during the term of this contract to address any other issues that may arise between Merrimack Valley and Andover.

3. Tuition.

- a. Rate. The per pupil tuition rate for each year shall be the state average cost for a high school student, calculated as follows:

For budget planning and initial payment purposes, the cost shall be estimated using the most current figures available from the New Hampshire Department of Education, projected forward, as illustrated in Appendix A. Due to the cost and initial payments being based on estimates, there shall be an annual reconciliation to provide for a true-up payment by Andover or a credit adjustment by Merrimack Valley, whichever is appropriate, when actual per pupil cost figures are made available by the New Hampshire Department of Education. The annual reconciliation will commence in the year when actual costs become available for the 2009/2010 school year (first year of this contract) and will continue with respect to each school year covered by this Agreement.

- b. **Payment Terms.** Merrimack Valley High School shall provide a list at the end of each school month of the students enrolled for that month at Merrimack Valley High School, and provide dates for any students who withdrew or enrolled during the month. Andover shall pay a prorated per diem rate of the annual tuition for the number of school days during the month for Andover students who enroll or withdraw during the course of the school year. All costs are determined by dividing the total annual tuition rate by 180 school days. Bills are rendered monthly with payment due within 30 days.

4. 90% Minimum. Notwithstanding any provision hereof to the contrary, if for any reason (excluding only an out of district placement under paragraph 5), as of October 1st in any given year, less than 90% of the eligible pupils as defined in paragraph 1 (taken as a group), attend Merrimack Valley High School, Andover shall nevertheless be financially obligated to pay the full tuition cost as if 90% of such pupils attended Merrimack Valley High School.

5. Out of District Placements and Extraordinary Special Education Expenses. The expense associated with the placement of Andover pupils out of Merrimack Valley for special education purposes shall be borne by Andover. Such pupils shall be excluded from the calculation under paragraph 4. Any extraordinary expenses incurred as the result of the provision of special education services within Merrimack Valley for Andover pupils shall be separately reimbursed by Andover.

6. Term. Subject to Paragraphs 8 and 9, this Agreement shall take effect July 1, 2009 and shall expire June 30, 2024 unless Andover and Merrimack Valley agree to extend the terms hereof on or before June 30, 2023. Subsequent to expiration, Andover pupils already then in attendance at Merrimack Valley High School may be allowed to complete their high school program at Merrimack Valley should they desire to do so upon payment of tuition by Andover on the same terms as those set forth in paragraph #3 (Tuition).

7. Transportation. This Agreement does not provide for the regular transportation of Andover pupils, which is the responsibility of Andover. Merrimack Valley will provide transportation related to field trips, regular academic or sports trips or to vocational classes outside the district. Late bus will be provided at an additional annual cost.

8. Joint Review. Either party may have the opportunity to initiate joint review of this Agreement, pursuant to paragraph 2b. If the parties cannot resolve the issues, either party may initiate termination of this Agreement pursuant to paragraph 9.

9. Termination of Agreement. Either party may withdraw from this Agreement provided that a three (3) year written notice (fiscal year notice) is given.

10. Only Agreement. This is the only Agreement between the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreement or letter of intent with respect thereto.

11. Approvals Necessary. This Agreement shall take effect July 1, 2009 with State Board of Education approval only if both Andover and Merrimack Valley approve the Agreement at their 2008 Annual School District Meetings.

Executed on the date first above written.

ANDOVER SCHOOL BOARD

MERRIMACK VALLEY SCHOOL BOARD

Douglas Boisvert, Board Chairman

_____, Board Chairperson

CONCORD, N.H.

Approved by State Board of Education

Commissioner of Education

Appendix A

To Estimate the State Average Tuition Rate

Sample Timeline

June 30, 2006	2005-2006 school year ends
Spring 2007	2005-2006 state average known
Fall 2007	2008-2009 school year budget is built

Thus to estimate the 2008-2009 state average tuition rate, the average for the 2005-2006 has to be projected forward for the 2006-2007, 2007-2008, and the 2008-2009 fiscal years (three times).

The following is the calculation of the percentage increase of the state average for the three most current years

Three Year Average		% increase
2002-2003	\$8,022.55	
2003-2004	\$8,502.50	5.98%
2004-2005	\$8,982.46	5.64%
2005-2006	\$9,430.51	4.99%
		5.54% average

Estimating the 2008-2009 Tuition Rate

2006-2007	\$9,952.96
2007-2008	\$10,504.35
2008-2009	\$11,086.30