

Vermont Senate Committee on Education

Testimony Regarding Public School Admissions

Jay Badams, Superintendent, SAU 70: Norwich – Hanover Interstate School District

April 19, 2023 2:45 PM

Chairman Campion and members of the Education Committee,

Thank you for your service to our state and for your careful deliberation at a time when public education nationally has become a political battlefield.

My name is Jay Badams and I currently serve as Superintendent of Schools for SAU 70, which includes the Norwich, VT, Hanover, NH, and Dresden Interstate school districts. As a requirement of the Interstate Compact, I hold and maintain superintendent licensure in both states, and while my office is in Hanover, my wife and I live in South Strafford, Vermont. I was invited today to answer questions regarding the public school admissions process, but before that questioning begins, I should point out that Hanover High School, as one of two schools in the Dresden School District, is governed by New Hampshire law under the Interstate Agreement. Under the laws of both states, we are obligated to enroll all legally eligible residents of our two towns. Admission for these students is a simple administrative process. The only resident students who can be excluded are those who have been lawfully expelled.

With regard to **non-resident students**, the laws of both states require us to develop policies to admit such students and allow us to charge tuition at rates that are established by each state. While local policies often delegate the discretion to accept non-resident students to the superintendent, that discretion is tempered by federal and state laws, and by local regulations that prohibit discrimination. Laws in both states do make provisions for extraordinary special education costs to be borne by the district of residence. I am able to exercise my judgment with regard to whether we have adequate staff and capacity to accommodate non-resident students, but in my six years with SAU 70 we have not denied a single non-resident applicant. Since the year 2000, we have denied admission to non-resident students on two occasions: once when high schools throughout the Upper Valley were beyond capacity in the early 2000s we admitted a limited number of tuition students on a first-come basis, and in one specific case that involved a criminal matter.

I have provided a sample of legal references, controlling policies, and other information relevant to our admission processes that I hope will be helpful. I will do my best to answer any questions you may have.

Policy JFAB (excerpt) – Admission of Tuition and Non-Resident Students

“The Superintendent shall determine, in his/her sole discretion, which students may be admitted as tuition students. The decision of the Superintendent shall be final.”

Regulation JFAB 1R (excerpt) – Non-Resident Student Tuition Regulation

“The District reserves the right to accept or deny the application of any non-resident tuition student for any reason **other than one prohibited by federal or state nondiscrimination statutes or regulations.**”

NH R.S.A. 354-A:27

“**Opportunity for Public Education Without Discrimination a Civil Right.** – No person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination in public schools because of their age, sex, gender identity, sexual orientation, race, color, marital status, familial status, disability, religion or national origin, all as defined in this chapter.”

Public Information Regarding Resident and Non-Resident Enrollment in the Dresden School District:

<https://www.sau70.org/our-districts/enroll>

<https://www.sau70.org/our-districts/enroll/sending-towns>

Vermont Law Regarding the Dresden Interstate School District:

<https://legislature.vermont.gov/statutes/section/16/015/00780>

Relevant New Hampshire Law:

R.S.A. 193:12 – Legal Residence Required:

<https://www.gencourt.state.nh.us/rsa/html/xv/193/193-12.htm>

R.S.A. 194:27 – Tuition:

<https://www.gencourt.state.nh.us/rsa/html/xv/194/194-27.htm>

Superintendent Authority:

<https://casetext.com/regulation/new-hampshire-administrative-code/title-ed-board-of-education/chapter-ed-300-administration-of-minimum-standards-in-public-schools/part-ed-302-duties-of-school-superintendents/section-ed-30202-substantive-duties>

R.S.A. 354-A:27 - Anti-Discrimination:

<https://gencourt.state.nh.us/rsa/html/XXXI/354-A/354-A-27.htm>

Dresden School District Attendance and Enrollment Policies:

Please find policies JFAB, JFAB-1R, and corresponding tuition agreements attached.

NH DOE-Established Tuition Rates:

<https://www.education.nh.gov/who-we-are/division-of-educator-and-analytic-resources/bureau-of-education-statistics/financial-reports>

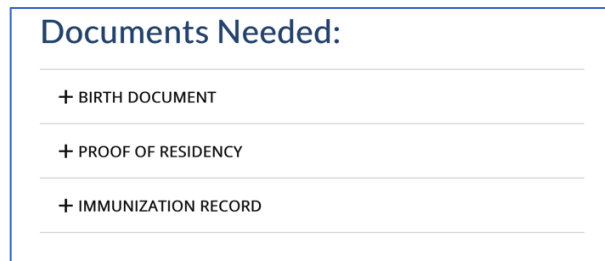
**SAU 70
Hanover - Norwich Schools
Registration Process**

1. Go to <https://www.sau70.org/our-districts/enroll>

2. Click on:



3. When completing the form you will need to either attach or send the following documents to the school you are planning to attend:



If you need more information about these documents please visit our website at the address above.

4. Once the form has been completed you will receive notification from the school with next steps such as schedules, school tours, or any other documents or information they made need.
5. Once enrolled you will receive information from the school about a PowerSchool account in which you will be asked to complete more detailed registration information including emergency contacts, policy sign off etc.

Sending Towns in New Hampshire and Vermont

New Hampshire

Town: Cornish, NH

School District: [SAU 100](#)

Comment: Cornish has choice for 9th-12th graders.

Contact: 603-675-5891 x 127

Parent(s) are responsible for any amount above what the District pays.

Town: Lyme, NH

School District: [SAU 76](#)

Comment: Lyme pays HHS tuition

Contact: 603-795-2125

Town: Croydon, NH

School District: [SAU 99](#)

Comment: Croydon has choice for 5th - 12th graders.

The Croydon School District will pay the receiving school the "default" tuition amount or the receiving school district tuition, whichever is less. The "default" tuition amount is equal to the tuition cost at the anchor school, which is currently the Newport School District. The parent/guardian will be responsible for the balance of the tuition.

Contact: (603)-863-2080

Town: Goshen, NH

School District: [SAU 102](#)

Comment: Goshen has choice for 7th-12th graders.

Contact: (603)-495-1293

Town: Lempster, NH

School District: [SAU 71](#)

Comment: Lempster has choice for 9th-12th graders.

Contact: (603)-863-2420

Vermont

Towns: Hartland, Weathersfield, West Windsor, VT

School District: [Windsor Southeast Supervisory Union](#)

Comment: Choice for 9th-12th graders.

Contact: (802) 674-2144 x107

Towns: Corinth, East Corinth, Topsham, and Waits River, VT

School District: [Orange East Supervisory Union](#)

Comment: Choice for 9th-12th graders.

Contact: (802) 222-5216 x104

Towns: Sharon, VT

School District: [White River Valley Supervisory Union](#)

Comment: Choice for 7th-12th graders

Contact: 802-763-7795

Towns: Chelsea, Strafford, South Strafford, and Tunbridge, VT

School District: [White River Valley Supervisory Union](#)

Comment: Choice for 9th-12th graders

Contact: 802-763-7795



Book	DRESDEN POLICIES
Section	J - Students
Title	Admission of Tuition and Non-Resident Students
Code	JFAB
Status	Active
Adopted	October 8, 1988
Last Revised	February 20, 2023
Last Reviewed	February 2, 2023
Prior Revised Dates	6/17/2003, 10/29/2019

Category: Priority/Required by Law

Unless specifically authorized by some other provision of this policy or action of the Dresden School Board, only resident students are entitled to attend Dresden School District schools without paying tuition.

A resident student is defined as:

1. Any student living on a regular basis with a parent or legal guardian whose residence in Hanover, New Hampshire, is consistent with RSA 21:6-e; or
2. Any student whose parent or legal guardian resides in Norwich, Vermont, consistent with 16 VSA 1075(a).

If a student's parents are divorced and the student lives primarily out-of-district, the student may nonetheless attend schools within the District and be considered a resident of the District for school attendance purposes provided: (1) the divorce decree allows the student to attend the District; (2) or provided the parents have agreed in writing that the student may attend the District and such written agreement is provided to the District. Students in this situation will not be charged tuition.

In a divorce decree, or parenting plan developed pursuant to RSA 461-A, a child's legal residence for school attendance purposes may be the school district in which either parent resides, provided the parents agree in writing to the district the child will attend and each parent furnishes a copy of the agreement to the school district in which the parent resides.

A parent or legal guardian who expects to be a resident of the school district, but who is unable to achieve residency by the time of the enrollment of his/her child, is required to notify the Superintendent of Schools of failure to achieve residency. If at that time the parent or legal guardian presents evidence to the satisfaction of the Superintendent of Schools of plans to move into the Dresden School District within 40 school days of the initial enrollment date, the student may be enrolled as a provisional resident. If the parent or guardian becomes a district resident within the 40 school days, the student will be considered a resident student from the initial enrollment date. If residence is not established, tuition shall be charged from the first day, and it shall be the right of the school district to discontinue enrollment based on the Superintendent's judgment as to the appropriateness of allowing the student to continue.

Resident students who become non-residents must be approved by the Superintendent of Schools for continued enrollment status as tuition students in the Dresden School District. Furthermore, resident students who become tuition students must comply with all terms and conditions of this policy, and, except as otherwise provided in this policy, pay tuition for the remaining days of school at the tuition rate determined by the Dresden School District.



Book	DRESDEN POLICIES
Section	J - Students
Title	NON-RESIDENT STUDENT TUITION REGULATION
Code	JFAB-1R
Status	Active
Adopted	May 23, 2000
Prior Revised Dates	Recoded from JBCB to JFAB-1R July 17, 2009

NON-RESIDENT STUDENT TUITION REGULATION

Regulation as to Enrollment Agreements.

The Dresden School District (the "District") may choose to provide at the Frances C. Richmond School (the "Middle School") and at Hanover High School (the "High School") programs of school instruction to non-resident tuition students. Said programs shall be governed by the terms of this regulation and enrollment agreements duly executed by the students' districts of residence (the "Sending Districts") and their Legal Guardians and/or Private Sponsors.

Prior to enrollment, all non-resident tuition students shall complete an application for admission as prescribed by the District. The District reserves the right to accept or deny the application of any non-resident tuition student for any reason other than one prohibited by federal or state nondiscrimination statutes or regulations.

The District will provide specially designed instruction, educationally related services, and/or accommodations, within the limits of the District's existing program offerings, to non-resident tuition students with disabilities who are eligible under the Individuals with Disabilities Education Act ("IDEA") and/or are protected by Section 504 of the Rehabilitation Act of 1973 ("Section 504") and the Americans with Disabilities Act ("the ADA") and who are sent to the Middle School or the High School by a Sending District pursuant to the terms of this regulation and enrollment agreements. However, the District shall not be required to develop special education programs, services, or accommodations to meet the needs of a non-resident tuition student, if such programs, services or accommodations did not exist in the Middle School or the High School prior to the enrollment of the non-resident tuition student. The District shall determine if it can provide the programs, services or accommodations in the student's current Individualized Education Program (IEP) or Section 504/ADA Accommodation Plan. The District may, at its discretion, accept a non-resident tuition student on a diagnostic placement to evaluate the District's capability of implementing the student's IEP or Section 504/ADA Accommodation Plan.

Each enrollment agreement shall provide for payment by the Sending District, Private Sponsor, Legal Guardian (if not the Private Sponsor), and/or any combination of the aforementioned, of the District's regular tuition, in consideration of the District's provision of general program

offerings and services.

A team of the Sending District may, in accordance with IDEA and/or Section 504/ADA, at the time of enrollment or after enrollment, determine that a tuition student's education needs cannot be met without the provision of specially designed instruction, educationally related services, and/or accommodations or other services which give rise to excess costs (that is, costs for services in excess of regular tuition). In the event that such a determination is made, the enrollment agreement for such tuition student shall include, or be amended to include, terms providing for the District's delivery of those services determined by the Sending District to be necessary for an appropriate education for the tuition student, and which therefore, have been included in the student's Individualized Education Program (IEP) or Section 504/ADA Accommodation Plan. Further, the enrollment agreement for such student shall also include, or be amended to include, terms providing for payment by the Sending District for the excess costs resulting from those services. Such special education or Section 504/ADA services and/or equipment may be contracted for directly by the Sending District with such costs paid directly by the Sending District or by the District directly, with reimbursement by the Sending District. Such arrangements shall be at the discretion of the District. The District shall be under no obligation to admit such a student or to provide such services and/or accommodations unless and until such an enrollment agreement is signed by all parties named in the agreement, including the Sending District, and the Legal Guardian and/or Private Sponsor, and only for so long as bills for tuition and excess costs are timely paid, and other terms of the enrollment agreement are followed.

Tuition students shall be subject to the same rules of conduct to which District students are subject, and the District reserves the right to take disciplinary action, up to and including expulsion, in response to misconduct by tuition students. The Sending District and the Parent shall be promptly notified of any disciplinary proceedings that result in removal from class. When a special education or Section 504/ADA student is suspended or expelled pursuant to Part Ed 317 of New Hampshire's Code of Administrative Rules and/or Ed 1119.11 of the New Hampshire Standards for the Education of Students with Disabilities, any continuing duty to educate the student shall be the duty of the Sending District, as the student's district of residence, and not the District.

The enrollment agreement is contingent upon approval by the Dresden School Board or its designee. The Superintendent of the Dresden School District is hereby authorized to sign enrollment agreements on behalf of the District and the Dresden School Board. Each enrollment agreement shall also be signed by the authorized agent of the Sending District, the Legal Guardian, and the Private Sponsor, if different than the Legal Guardian.

Regulation Concerning Procedural Responsibility.

A Sending District (district of residence as the "local education agency" (LEA) and "responsible agency" under federal and state law) is, and shall remain, responsible for ensuring that the student is provided a free and appropriate public education (FAPE) under IDEA and/or Section 504/ADA. As such, the LEA shall be responsible for all costs associated with implementation of procedural safeguards including, but not limited to, administrative complaints, mediation, due process hearings, and investigations by the Office of Civil 3 Rights (OCR), based on decisions of the IEP and/or Section 504/ADA team of the Sending District.

As the student's LEA, among all other legal responsibilities of the Sending District, the Sending District shall be required by the District to:

1. Determine the student's initial and continued eligibility for services under IDEA and/or Section 504/ADA;

2. Develop, review and revise the student's IEP of Section 504/ADA Accommodation Plan;
3. Make a placement recommendation for the student prior to submission of an application for admissions and while the student attends the District school; and
4. Be responsible for monitoring compliance with IDEA and/or Section 504/ADA.

In all matters regarding the identification, evaluation, development, review, and/or revision of Individualized Education Programs, and placement of a student with educational disabilities, the Sending District shall seek relevant information for its consideration from the District. The Sending District shall also notify and invite representatives from the District to participate in meetings regarding these activities.

The Dresden School Board reserves the right not to admit and/or to terminate the enrollment of a tuition student who requires specially designed instruction, educationally related services, and/or accommodations or other services that give rise to excess costs, in the event that it is determined by the Sending District's special education placement team or Section 504/ADA team that the student's educational needs cannot be appropriately met at the Middle School or the High School within the scope of the Middle School's or High School's existing program offerings. (This might occur, for example, if a special education placement team determines that the student requires a residential or other non-district program.) Where there is disagreement between the representatives of the District and the Sending District as to the appropriateness of the Middle School or High School as a placement for a tuition student, the District will have the authority to make the final determination as to whether an appropriate program can be provided at the Middle School or the High School. If the District determines that a tuition student's educational needs cannot be appropriately met at the Middle School or the High School, the Sending District, as the LEA and responsible agency, shall be responsible for locating an appropriate placement other than the Middle School or the High School. Pending any change of placement or location for delivery of service, in order to preserve continuity for the student, the Sending District shall pay all excess costs for services provided to the student at the Middle School or the High School, and the other terms and conditions of this regulation and the agreement shall apply.

When a tuition student is referred for a special education or Section 504 evaluation, said referral will be sent immediately to the Sending District's designated LEA representative and the parent will be notified, in writing, of the referral. In the case of special education, the Sending District will be responsible for ensuring compliance with all of the requirements of Chapter Ed 1107 of New Hampshire Standards for the Education of Students with Disabilities or 2362.2 of the Vermont Department of Education's Special Education Regulations. In the case of a referral under Section 504/ADA, the Sending District will be responsible for the required evaluation process. The costs of all evaluations and reevaluations shall be borne by the Sending District. At the request of the Sending District, appropriate District personnel will participate in evaluation team meetings for such students.

All services included in a student's IEP or Section 504/ADA Accommodation Plan are the financial responsibility of the Sending District (the student's district of residence), which shall be billed for same pursuant to the terms of this regulation and the enrollment agreement.

Notice.

Notice shall be provided by the District to the Sending District that excess costs will be charged for a given student. Inclusion of such notice in an executed enrollment agreement, or an amendment to such an enrollment agreement, shall be considered adequate notice.

Effective Date.

Implementation of this regulation will be mandatory for students who enter the Dresden School District beginning with the 2000-2001 school year. For students who have entered prior to the 2000-2001 school year, the requirements of the regulation may be waived in part or in full by the Superintendent of Schools.

**TUITION AGREEMENT
BETWEEN DRESDEN SCHOOL DISTRICT AND XXXXXXXX SCHOOL DISTRICT
REGARDING NON-RESIDENT TUITION STUDENTS**

This Agreement, made this 28th day of January 2022 by and between the Dresden School Board (the "Board") of the Dresden School District (the "District") and the XXXXXXXX School District (hereinafter the "Sending District" as the student's district of residence and the "Legal Guardian and/or "Parent")

WHEREAS, The XXXXXXXX School District/XXXXXXXXXX (Sending District and the Legal Guardian and/or Parent) desire to enroll XXXXXXXXXXXX at Hanover High School for the 2022-2023 school year;

AND WHEREAS, the Dresden School District is willing to accept the student as a non-resident tuition student;

Dresden School District and the Sending District hereby agree that:

1. Dresden will enroll eligible students who reside in the Sending District, subject to the terms of this Memorandum of Understanding, for the 2022-2023 school year. The Dresden School Board has the discretion to limit the number of students from the Sending District who attend Dresden schools based on current financial, educational and class size considerations.
2. Any Sending District student who enrolls in Dresden must meet all requirements for enrollment that apply to resident students (such as age, immunizations, physical examinations, grade level).
3. Dresden will not enroll any Sending District student who is currently under suspension or expulsion at any other school, or who is incarcerated in the juvenile justice system.
4. Any student who is enrolled in Dresden schools will be allowed to continue until he/she graduates so long as he/she meets academic, extracurricular, behavioral and any other requirements applicable to all students at the high school. Sending District students are subject to the same disciplinary procedures as resident students, including suspension and expulsion from school.
5. Enrollments will only be accepted for the beginning of the school year and for the beginning of the second semester.
6. Dresden will not provide transportation to Sending District students except: 1) from Hanover High School to and from the vocational center; or 2) if required in a student's IEP for separate bussing. Transportation provided pursuant to a student's IEP will be considered "specialized services" as described in Paragraph 13, below, and the cost for any such services will be the responsibility of Sending District.
7. The Sending District agrees to pay tuition in the amount of \$XXXXXXX¹ in two equal installments to be billed by September 1 and January 1 and paid not later than September 15 and January 15, respectively.
8. In addition, the Legal Guardian and/or Parent agrees to pay tuition in the amount of \$N/A either in four (4) equal installments to be billed in advance by August 15, October 15, January 15, and

¹ Said amount does not include the excess costs outlined in 13.

March 15 and paid not later than August 31, October 31, January 31, and March 31, respectively or in ten (10) equal installments to be paid on the first of each month beginning on September 1 with the final payment due June 1.

9. The Sending District and the Legal Guardian, and/or Parent agrees that if there is a default in the payment of the terms of this agreement, and the District allows the nonresident tuition student to continue to attend, all payments due and which are in arrears shall accrue interest at a rate of 18% per annum until paid in full. In the event that either party fails to make timely payments of tuition as set forth herein, the party in default shall be required to pay, in addition to the principal and interest, all costs of collection including reasonable attorney's fees. Any legal action to collect costs or fees shall be governed by the laws of the State of New Hampshire.

10. If the student's Legal Guardian has requested and has been granted a 40-day nonresident tuition waiver in accordance with the Dresden School District's Policy JBCB, a copy of that waiver must be appended to this Agreement. Except as specifically provided by said waiver, all other provisions of this Agreement shall apply.

11. The student shall be subject to the same rules of conduct to which District students are subject, and the District reserves the right to take disciplinary action, up to and including expulsion, in response to misconduct by the student. The Sending District, as the student's district of residence, and not the District, shall bear the duty, if any, to provide education to an expelled student.

12. Special education excess costs shall be billed in two installments, on or before January 15 and June 15, and must be paid not later than January 31 and June 30.

13. In addition to the tuition specified in Paragraph 7, the Sending District will be responsible for the cost of any special education and/or related services that the Dresden IEP Team determines a student requires in order to participate in Dresden schools and which are not available in existing Dresden programs and from personnel currently employed by Dresden. Examples of such specialized services include, but are not limited to, one-to-one educational assistants, behavior specialists, vision specialists, adaptive technology specialists, computer equipment/software, building modifications, or transportation. A representative of the Sending District with authority to commit Sending District resources will attend each IEP Team meeting for Sending District students. Any such specialized services will be specified on a separate "Specialized Services Agreement" and the Sending School District will be billed for those costs in addition to the tuition specified in Paragraph 7.

14. Dresden's duty to serve students pursuant to this Agreement shall end and revert back to the Sending District in the event that Dresden concludes that it cannot appropriately serve a student in its school system consistent with the decisions made by the IEP Team.

15. The Sending District shall be responsible for all legal expenses arising out of disputes over special education issues relating to Sending District students and shall hold Dresden harmless for any administrative or judicial decisions regarding such students. If Dresden incurs legal expenses specifically related to a Sending District student, the Sending District shall reimburse Dresden for those expenses.

16. This Memorandum of Understanding will remain in effect through June 30, 2023.

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

18. This Memorandum of Understanding replaces all previous Tuition Agreements between the Dresden School District and the Sending District regarding tuition students.

19. This Agreement is expressly subject to the Dresden School District Non-Resident Tuition Student Regulation, the terms of which are incorporated herein by reference. Receipt of a copy of the Regulation is acknowledged by the signature of the Sending District, Legal Guardian, and Parent, if different from the Legal Guardian below.

Dresden School Board

By: _____ Date _____
Authorized Agent

_____ School Board
Sending District (district of residence)

By: _____ Date _____
Authorized Agent of Sending District

_____ Date _____
Parent/Legal Guardian

_____ Date _____
Private Sponsor (If different than Legal Guardian)

**Dresden School District
Privately-Placed, Non-Resident Student Tuition Agreement**

WHEREAS, XXXXXXXX (the “Parent(s)”) desire to have their child, XXXXXXXX (the “Student”), attend Dresden School District (the “District”) for the 2022-23 school year; and

WHEREAS, the Parents reside outside the District and the student has no legal right to attend District schools; and

WHEREAS, the District has no duty, legal or otherwise, to provide educational services of any kind to the Student, other than as provided in this Agreement;

NOW, THEREFORE, the District and the Parents hereby agree as follows:

1. The Parents agree to pay to the District tuition in the amount of \$22,555.00 for the Student’s attendance at the District for the 2022-23 school year. The tuition will be paid in four equal installments to be billed in advance by August 15, October 15, January 15 and March 15 and paid no later than August 31, October 31, January 31 and March 31, respectively.

2. The Parents agree that, if there is a default in the payment of the terms of this agreement and the District allows the non-resident tuition student to continue to attend, all payments due and which are in arrears shall accrue interest at a rate of 18% per annum until paid in full. In the event of a default in the timely payments of the tuition as set forth herein, the Parents shall be jointly and severally liable to pay, in addition to the principal and interest, all costs of collection including reasonable attorney’s fees. Any legal action to collect costs or fees shall be governed by the laws of the State of New Hampshire.

3. The District agrees to enroll the Student as a privately-placed, non-resident tuition student for the 2022-23 school year under the terms of this Agreement.

4. This Agreement terminates on the last student day of the 2022-23 school year, and all District obligations under this Agreement end on that date, unless the Agreement is terminated earlier as described herein. The Parents agree that the Student has no right or continued expectation to attend District schools past the last student day of the 2022-23 school year.

5. As a privately placed, non-resident tuition student in good standing in District schools, the Student is entitled to the following: (a) access to the District’s regular classes and co-curricular and extracurricular programs; (b) the provision of any reasonable accommodations the District’s Child/Pupil Study Team (CST/PST) determines the

Student requires (in accordance with and subject to Paragraph 7 below) in order to participate in the regular education program, as long as those accommodations do not result in a substantial increase in costs to the District; and (c) access, on a space-available and personnel available basis (in accordance with and subject to Paragraph below), to existing, in-District special education programs and services that the CST/PST determines the Student requires in order to attend District schools.

6. Decisions regarding the availability of space for privately-placed, non-resident tuition students in existing in-District programs will be made by the Superintendent of the District or the Superintendent's designee, and may include consideration of the overall number of students in that program or class, any applicable state or local mandates regarding program or class size, the particular demands on teachers' time presented by students currently attending or scheduled for that program or class, and an estimate of the number of resident students who may join the program or class during that school year. Except as specified in Paragraph 9 below, the District shall never have a duty to hire additional staff or serve the Student or to assign a current staff member to the exclusive use of the student. The District shall never have a duty to serve the Student, or to fund services for the Student, in any educational program outside of the District.

7. The Parents agree that the District has no obligation to provide a free appropriate public education (FAPE) to the Student under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, or state law. The Parents acknowledge that the Student has no right to a FAPE while attending District schools and that the District will not implement an Individualized Education Plan (IEP) or 504 Plan that was developed for the Student in any former school or district. The Parents further acknowledge that a FAPE remains available to the student in the school district in which the Student and the Parent(s) reside.

8. All decisions regarding any accommodations, supports, or services the Student requires in order to participate in District schools will be made by a group of persons knowledgeable about the Student (the CST/PST) and only after an individual assessment of the Student's needs.

9. In addition to the tuition specified in Paragraph 1, the Parents will be responsible for the cost of any special education and/or related services that the CST/PST determines the Student requires in order to participate in District schools, if such special education or related services are not available in existing in-District programs from personnel currently employed by the District or if the District must hire or contract with additional personnel as a consequence of providing such special education or related services to the Student. Examples of such specialized services include, but are not limited to, one-to-one educational assistants, behavior specialists, vision specialists, adaptive technology specialists, computer equipment/software, or building modifications. Any such services shall be specified on a separate "Specialized Services Agreement" and shall be attached to and become part of this Agreement by reference. The Parents will be billed for those

costs in addition to the tuition specified in Paragraph 1, and such additional costs shall be subject to all the provisions set forth in Paragraphs 1 and 2 (including but not limited to payment deadlines, interest, and costs of collection).

10. The District will not admit, or will terminate the enrollment of, a student who, in the opinion of the Superintendent or the Superintendent's designee, has been found by the CST/PST to require services or placement outside the District.

11. All admission decisions will be at the discretion of the Superintendent or the Superintendent's designee. The District reserves the right to deny enrollment to any private, non-resident tuition student for any reason not prohibited by federal or state law.

12. Privately-placed, non-resident tuition students are subject to the same enrollment requirements as resident students (age, immunizations, etc.).

13. The District will only enroll students who are in good academic and disciplinary standing in the school they last attended. The District will not enroll any non-resident tuition student who is under suspension or expulsion from another district or school or who, in the opinion of the Superintendent or his/her designee, has a history of conduct involving dangerous behavior or misconduct affecting the safety of the school in any way.

14. The Parents agree to provide transportation for the Student to and from school.

15. The District reserves the right to take disciplinary action, up to and including termination of enrollment in District schools, in response to misconduct by a non-resident student.

16. This Agreement may be terminated for the reasons specified herein. If the District terminates the Agreement prior to the end of a quarter, the District shall reimburse the Parents a pro-rata share of any tuition already paid for any days remaining in the quarter after the termination date.

17. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings, whether oral or written, between the parties pertaining to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date indicated.

Parent

Date

Parent

Date

For Dresden School District

Principal

Date

Superintendent

Date