

SHERBURNE ELEMENTARY SCHOOL ADMISSION OF NON-RESIDENT TUITION STUDENTS

Policy

It is the policy of the Sherburne School District to assure that non resident students are admitted to this District, when space is available, in compliance with federal and state laws and regulations governing tuition payment and non discrimination.

Implementation

1. Tuition: By February 1st of each year, the Board shall establish non resident tuition rates for the next school year. Separate tuition rates may be established for elementary and secondary students, and for students who are eligible to participate in special education programs. Tuition rates will be established in accord with Chapter 21 of Title 16 of the Vermont Statutes Annotated, and regulations of the State Board of Education.
2. Criteria for Admission: No non resident will be denied admission as a tuition student if the reason for denial is that the student is disabled as defined in section 504 of the Rehabilitation Act of 1973 as amended or that the student is in need of special education services. Nor will any child be denied admission on the basis of race, color, religion (creed), ancestry, national origin, place of birth, sex, sexual orientation, disability, age, or marital status.

Subject to the non discrimination requirements above, a non resident who applies for admission as a tuition student shall be admitted if space is available and, if the student has previously attended school, the student is in good standing at the school or schools most recently attended. Good standing shall be demonstrated when the applicant shows:

- that he/she has not been legally dismissed or suspended for more than ten days during the preceding twelve months for disciplinary reasons, and
- that he/she is making satisfactory progress toward the completion of an approved school or home study program, and
- that his/her school attendance record presents a reasonable likelihood that any existing attendance requirements of this School District will be met.

A non resident who is unable to provide evidence of good standing may be admitted as a non resident tuition student if it is the determination of the Superintendent, based on information presented by the non resident, that there is a reasonable likelihood that the applicant will benefit from and succeed in the programs offered by Sherburne School.

Appeal

A non resident applicant for admission as a tuition student may appeal the Superintendent's denial of his or her application by submitting a written request to appeal to the Board within ten days of the denial. The Board will provide an opportunity for the applicant and/or his or her parent or guardian to discuss the request not to uphold the decision of the Superintendent. The Board will render a decision within 30 days of the request to appeal.

Payment of Tuition

Tuition payment for non-resident students are due and payable each school year no later than October 1 and March 1 of each school term. When a student enrolls after the beginning of a semester, tuition for the student will be pro rated accordingly and will be payable immediately.

Date Adopted: July 13, 2004

Clerk: Diane Miller

**SHERBURNE SCHOOL DISTRICT
NON-RESIDENT STUDENT ENROLLMENT AGREEMENT**

THIS AGREEMENT made this _____ day
of _____, 20 __, by and
between the Sherburne School Board (the
"Board") OF THE Sherburne School District
(the "District") and _____
_____,

(hereinafter the "Sending District")

WHEREAS, the _____ desires to enroll
_____ in the _____
School for the 20__ - 20__ school year;

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

NOW THEREFORE, in consideration of the mutual promises herein contained:

1. The District agrees to accept, and the Sending District agrees to place, the student as a tuition student at The Sherburne School pursuant to the terms of this agreement and the attached Non-Resident Tuition policy.
2. The Sending District agrees to pay tuition in the amount of \$ _____, on or before _____, 20 ____.
3. In the event installment payments are acceptable, payments shall be made as follows:
 ½ payment on or before October 1, 20__
 ½ payment on or before March 1, 20__
4. It is also agreed by the Sending District that all costs of collection including reasonable attorney's fees and interest of 12% annum shall be paid by the Sending District for any payments not received within 30 days of billing receipt.
5. 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, and not the District, shall bear the duty (if any) to provide continuing education to an expelled student.
6. It is also agreed that in the event the student is found at the time of enrollment, or during the period of enrollment, to have need of special education or 504 services which give rise to excess costs as defined by the Policy, Part 7 of this agreement shall

be completed and the Sending Agreement shall undertake responsibility for such excess costs pursuant to the terms of this Agreement and the Policy.

7. a) It has been determined that the STUDENT has a disability as defined by federal and state law, and that (s)he required specialized instruction, and/or related services and/or supplemental aids and services and/or modification of the education program that shall require expenditures in excess of the announced regular education tuition rate for this school year, and which would result in a substantial increase in cost to the District.

b) The undersigned Sending District acknowledges that the District is not the student's district of residence, and that the District does not by this agreement undertake to assume the duties of the student's district of residence with respect to the provision of an education and/or a free and appropriate public education.

c) The Sending District hereby agree(s) that an LEA representative, acting as a member of the student's team and authorized to commit funds of the Sending District will attend all Evaluation and Planning Team and/or 504 Team meetings concerning the STUDENT. If the Sending District representative is unable to attend such a mutually agreed meeting upon reasonable notice, the meeting will be rescheduled to a mutually agreed time or an alternative representative will attend, but in no event will a decision be made without a Sending District representative present.

d) The undersigned Sending District agrees to pay for any excess costs (as defined in the Tuition Policy) for specialized instruction, related services and/or accommodations under the IDEA and/or Section 504 of the Rehabilitation Act of 1973, as follows:

e) Special education excess costs shall be billed by the District quarterly and final billings for any fiscal year must be submitted to the Sending District, prior to June 15 of that fiscal. Bills are payable upon receipt. Any such bills shall state the amount of the bill, if any, which is eligible for reimbursement under the state special education funding formula. Section 504 excess costs shall be paid by the Sending District directly to the provider of the service or equipment unless otherwise agreed by an entry on the lines immediately below.

f) It is further agreed that federal and state compliance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973 with

respect to the STUDENT'S education is the responsibility of the Sending District. The Sending District agrees to indemnify, hold harmless and pay the costs of defense of the District, the Board, The Sherburne School District and the Windsor Central Supervisory Union and their employees, agents, board members and administrators against any claims made concerning the STUDENT pursuant to such laws if the claims made relate to the Sending District's failure to provide financial support or such services as are found to be mandated. The District agrees to indemnify, hold harmless and pay the costs of defense of the Sending District, the Board and the _____ and their employees, agents board members and administrators against any claims made concerning the STUDENT and the District's actions, including, but not limited to, the District's failure to comply with the terms of the STUDENT's IEP/504 plan and provision of such services covered by the contract.

- 8. This Agreement is expressly subject to the Sherburne School District Tuition Policy, the terms of which are incorporated herein by reference.** Receipt of a copy of the policy is acknowledged by the signature of the Sending District below.

SHERBURNE SCHOOL BOARD

By: _____
Authorized Agent

Date: _____

SCHOOL BOARD
Sending District

By: _____
Authorized Agent of Sending District

Date: _____