NON-RESIDENT STUDENTS - TUITION

A. Introduction/Definitions:

A resident student is defined as any student living with a legal guardian whose residence is within the Salem School District in Salem, New Hampshire as defined by RSA 192:12. Unless specifically exempted by the Salem School Board or district action, or as directed by the laws of New Hampshire, all other students will be considered "non-resident student(s)" and will be charged a tuition rate established in accordance with RSA 193:4 (pertaining to elementary or junior high school tuition) and RSA 194:27 (pertaining to high school tuition) together with such additional costs as required by this policy.

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.

B. Acceptance of Non-Resident Students:

Except as otherwise provided in this policy (see paragraph C), acceptance of non-resident students shall be determined by the Salem School Board with the recommendation of the Superintendent of Schools. Tuition and costs shall be billed quarterly in advance.

1. When a sending Resident District is responsible for tuition and costs of the non-resident student, written approval (JFAB-E1) must be received from the sending Resident District's school board prior to enrollment. When calculating tuition the Superintendent of Schools shall include in the tuition figure all costs of the student's educational program including, but not limited to, special education costs, costs of related services, costs of due process proceedings, and costs related to section 504 or the Americans with Disabilities Act, or any other costs for additional student services, equipment or accommodations required by state or federal law.

2. When a parent/guardian is responsible for tuition and costs of a non-resident student, the student's Resident District shall provide a written acknowledgement (JFAB-E1) of its responsibility for paying the cost to Salem of providing the student a free appropriate education which is over the amount paid by the parent/guardian to the Salem School District, including but not limited to, special education costs, costs of related services, costs of due process proceedings, and costs related to section 504, or the Americans with Disabilities Act, or any other costs for additional student services, equipment or accommodations required by state or federal law. The resident district's written acknowledgement of responsibility for additional costs shall be a precondition to acceptance when a parent/guardian is responsible for tuition.

C. Change of School Assignment:

In accordance with RSA 193:3-III, the Superintendent of Schools shall review requests by another district for authorized re-assignment of a non-resident student by the student's Resident District superintendent. Any student accepted for reassignment under Paragraph C will be subject to the rules and regulations of the Salem School District. When calculating tuition pursuant to RSA 193:3, the Superintendent of Schools shall include in the tuition figure all costs of the student's educational program including, but not limited to, special education costs, costs of related services, costs of due process proceedings, and costs
related to section 504, or the Americans with Disabilities Act, or any other costs for additional student services, equipment or accommodations required by state or federal law.

D. **Requirements for All Tuition Students:**

All students accepted pursuant to this policy will be subject to the rules and regulations of the Salem School District.

The tuition status and continued enrollment of any tuition student not otherwise covered by statute must be considered annually by the Superintendent of Schools or School Board as appropriate under this policy.

Acceptance of a student for all or part of a school year shall not be construed as a guarantee of continued enrollment in the Salem School District beyond the year of acceptance.

Legal guardians of tuition students must annually request, in writing, tuition status by May 15 preceding the school year for which tuition status is being requested.

E. **AREA/Tuition Agreements:**

Nothing herein shall affect any agreement made by the Salem and Windham School Districts under the provisions of RSA 195-A (Authorized Regional Enrollment Area [AREA] Agreement or agreements made in accordance with tuition contracts under the provision of RSA 194:22.)
RESIDENT DISTRICT

ACKNOWLEDGMENT OF NON-RESIDENT TUITION STATUS

________________________ (the Student), resides at _________________________, and is a resident of the School District (the Resident District). The Resident District acknowledges that the Student's parent/guardian seeks to enroll the Student in the Salem School District (Salem). The Resident District/parent/guardian as applicable agrees as follows:

(check one)

☐ The Resident District agrees to pay Salem tuition for the Student determined in accordance with RSA 193:4/RSA 194:27 and for the cost to Salem of providing the Student with a free appropriate public education including, but not limited to, special education costs, costs of related services, costs of due process proceedings and costs related to Section 504 or the Americans With Disabilities Act or any other costs for additional Student services, equipment or accommodations, required by state or federal law.

☐ The Student's parent/guardian will pay Salem tuition determined in accordance with RSA 193:4 or RSA 194.27 and the Resident District agrees to pay Salem any additional cost to Salem of providing the Student with a free appropriate public education which is over the amount paid by the parent/guardian including, but not limited to, special education costs, costs of related services, costs of due process proceedings and costs related to Section 504 or the Americans With Disabilities Act or any other costs for additional Student services, equipment or accommodations, required by state or federal law.

All tuition and charges shall be billed quarterly in advance.

RESIDENT DISTRICT

Superintendent of Schools

Date: ____________________________

RESIDENT DISTRICT SCHOOL BOARD

Chair, Duly Authorized

Date: ____________________________

PARENT/GUARDIAN

Date: ____________________________

4/14/81
Revised 4/10/84; 8/26/86; 5/10/88; 1/27/98; 4/9/02; Proposed revision 10/23/08