

AMHERST Policy

JFAB – ADMISSION OF TUITION AND NON-RESIDENT STUDENTS

I. Residency

Residency for the purpose of enrollment in our School District (hereafter referred to as the District) shall be defined by RSA 193:12. Any student who meets the RSA 193:12 definition of legal resident of this District is entitled to attend school in this District. A student who is not a legal resident of the District may attend school in the District only with the consent of the Superintendent. Disputes regarding residency shall be determined by the relevant laws in effect at the time.

II. Admission of Non-Resident Students

Individual non-resident students may be considered for admission to the District only under the following four stated conditions:

1. A resident student who moves from the District during the school year may continue as a non-resident student through the end of the school year. The District of Residence must agree to pay the tuition rate (as calculated in Section III), pro-rated, for the time that they are not legal residents of our District, plus agree to be responsible for special education costs. However, if the resident student moves from the District after March 31, (January 31 if the student is a senior), the tuition and the need for an agreement with the District of Residence will be waived.
2. Non-resident students who are children of employees of the Amherst, Mont Vernon, or Souhegan Cooperative School Districts, or the SAU 39 Office, may attend the District if space is available. These students are not exempt from the requirement to have an agreement with their District of Residence, regarding payment of special education costs, prior to admission. Non-resident employees should submit requests for admission to the Superintendent no later than May 15th of the preceding school year. If there are more applicants than available spaces, students currently attending a particular school will have preference over a student who is not currently attending that particular school. Otherwise, the determination will be made by lottery. The Superintendent shall notify employees whether or not their child(ren) can be accommodated by July 15th. Successful applicants shall pay 25% of the tuition rate as calculated in Section III. Employees who leave employment within the SAU or its Districts must withdraw their child(ren) unless the new district of residence agrees to pay the tuition rate as calculated in Section III, (pro-rated) and any special education costs for the remainder of the school year.

The availability of space in a particular program or class shall be determined by the Superintendent and shall include consideration of the overall number of students in that program or class, any applicable state or local mandates for program or class size, the particular demands on teacher time presented by students currently scheduled for that program or class, a reasonable estimate of the number of new resident students who may join that program or class during the school year in question, and any other relevant criteria.

3. Students from other countries, who are the guests of District residents and participating in a federally recognized education exchange program, may be admitted if space is available. Admitted students will not be charged tuition, but the District will not provide such students

with special education, English as a Second Language, post secondary or other special programs.

4. Children of non-resident parents, who will be moving into the District during the school year, may be admitted prior to actual establishment of residency, provided a written request and verification of the anticipated date of residency are submitted to and approved by the Superintendent. There must also be a written agreement between the District and the student's school district of residence regarding payment of tuition (as calculated in Section III), pro-rated, and special education costs for the period of time that the student is not a resident of our District.. Such request shall be supported by appropriate documentation such as a bona fide lease or a purchase and sale agreement, properly executed. If the lease or purchase and sale agreement indicates that residency will be established within 60 school days of the date the student is enrolled the need for an agreement with the District of Residence and tuition charges will be waived.

In the above four circumstances, admission may be denied to any non-resident student who has been suspended or expelled, or involved in suspension or expulsion proceedings, in another District or whose behavior while a student in the District has had, in the sole judgment of the Superintendent, a negative impact on the resident students of the District. The decision to admit each non-resident student shall be made annually by the Superintendent and the decision of the Superintendent shall be final.

III. Tuition for Non-Resident Students

For the purpose of determining the tuition rate, the cost per pupil as reported on the MS 25/DOE 25 will be used. A signed tuition agreement, approved by the Superintendent, shall be on file in the SAU #39 office prior to attendance. Tuition, where applicable, shall be pre-paid in quarterly installments or, if appropriate, through payroll deductions. Tuition shall not be reimbursed if the student leaves the District, voluntarily or involuntarily, during the period for which payment has already been made. Failure to pay tuition as due shall be grounds for revoking the admission of non-resident tuition students. Section IV below outlines limited special circumstances under which tuition may be waived.

IV. Responsibility for Services not Included in the Calculation of the Tuition Rate

The District will not provide transportation to any non-resident students.

NH State Law guides the District's view of the responsibility for the provision of Special Education Services. Section 186-C: 13 states that "All expenses incurred by a school district in administering the law in relation to education for educationally disabled children shall be paid by the school district where the child resides".

V. Tuition Agreements with other School Districts

The District may enter into one or more agreements with other school districts or agencies for the admission of non-resident students with payment of tuition by the sending district or agency. The admission of such students under these circumstances shall be governed by the terms of said agreements.

VI. Other Situations

It is not possible to anticipate all situations that may arise. Notwithstanding any provision of this policy, the District reserves the right to charge tuition or to deny admission to any non-resident student. The District also reserves the right to admit non-resident students and waive tuition in situations not discussed in this policy.

Legal References:

RSA 186-C: 13, Special Education; Liability for Expenses

RSA 193:3, Change of School or Assignment

RSA 193:12, Legal Residence Required

ADOPTED: November 30, 2010