

AGREEMENT

THIS AGREEMENT between the BOARD OF EDUCATION OF THE TOWN OF SHERMAN in the County of Fairfield and State of Connecticut (hereinafter referred to as "Sherman Board"), and the BOARD OF EDUCATION OF THE TOWN OF NEW FAIRFIELD, in the County of Fairfield and State of Connecticut (hereinafter referred to as "New Fairfield Board").

WITNESSETH

WHEREAS, the Town of Sherman does not maintain a High School, and has for a period of time sent its students in the ninth, tenth, eleventh, and twelfth grades, hereinafter called "High School Students", to the Town of New Fairfield, upon payment of tuition; and

WHEREAS, the New Fairfield Board and the Sherman Board desire to enter into a similar agreement for the purpose of providing an educational program for public high school students of the Town of Sherman pursuant to the provisions of 10-35 of the Connecticut General Statutes.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

- 1) The New Fairfield Board agrees to accept such High School Students from the Town of Sherman, to include exceptional children, as shall meet the same mental, physical, and disciplinary standards required of New Fairfield students at its High School, for one (1) year commencing with the school year **July 1, 2023 and ending June 30, 2024**. The Sherman Board of Education agrees to notify the New Fairfield Public School System on **March 15** of the names of those students then resident in the Town of Sherman who intend to be enrolled at New Fairfield High School for the following academic year and the New Fairfield Board need only accept those students for whom timely notification has been received.
- 2) The Sherman Board agrees to pay a fixed rate tuition for each High School student enrolled as follows: **\$15,700 for the 2023-2024** school year.

(a) "High School Operating Expense" defined:

High School Operating Expenses shall include all expenses directly attributable to high school programs and services, including instructional costs, health services, field trips, plant operation and maintenance, student activities, capital outlay, the per-pupil share of expenses for general control and for the administrative and special services staff of the New Fairfield Central Office, system-wide plant operation and maintenance, transportation, debt ratio, and fixed charges applicable to personnel working in those departments.

(b) "Transportation" defined:

Transportation is defined as morning pick up, at a designated time, at the Sherman School to New Fairfield High School and returning to the Sherman School from New Fairfield High School at the end of the scheduled school day.

(c) Computation and Billing:

The Sherman Board shall be billed four times each year on **September 1, December 1, March 1, and June 1** and shall pay such bills within thirty (30) days after the bill is received by the Sherman Board. If a Sherman student is a member of the New Fairfield High School for a full year, then the Sherman Board shall be billed for a full year's tuition. If a Sherman student is a

member of the New Fairfield High School for a partial year, then Sherman shall be billed on a pro rata basis. Thereafter, unpaid bills will accrue interest at the rate of 1% per month that the bills remain unpaid. If any fee is disputed, the Superintendents of both towns will meet to review and mediate the dispute.

- 3) The Parties agree that Sherman will pay to New Fairfield an additional fixed rate supplement to the basic tuition for any Sherman student identified as eligible for services under the Individuals with Disabilities Act 20, U.S.C, 1400 et seq. and Conn. Gen. Stat. 10-76a et. Seq. The special education supplement to the tuition shall be as follows for the duration of this Agreement: **\$3,035 for the 2023-2024** school year.

(a) "Exceptional Student" defined:

An Exceptional Student is defined as a student whose educational program is eligible for State reimbursement under the Special Education Laws of the State of Connecticut.

The Parties further agree that Sherman is solely responsible for whatever additional costs may be incurred for the evaluation, identification and education of such exceptional students, including but not limited to the costs of out-of-district placements, additional one-to-one staff or service providers, consultants, extended school year programs, evaluations or accommodations, including assistive technology devices. Sherman shall also pay whatever such additional costs as may be incurred for the evaluation, identification, and education of students, who although not identified as exceptional students, have been found eligible for accommodations and or modifications under Section 504 of the Rehabilitation Act. Notwithstanding any other provisions of this Agreement, New Fairfield shall not be required to implement unique special education, or general education, programs in order to service the education of students, including exceptional students.

- 4) The Sherman Board agrees to make its personnel available without charge to participate in Planning and Placement Team (PPT) meetings and to testify at Board, State Board of Education, or court proceedings relating to exceptional students who reside in the Town of Sherman and attend New Fairfield High School or such students who are being considered for exceptional student classification.
- 5) Foreign exchange students residing in Sherman and attending New Fairfield High School on a full-time basis shall be considered tuition students.
- 6) The New Fairfield Board of Education agrees to provide the Sherman Board of Education with student performance data in electronic format. Data will be exported into an excel spreadsheet from the student information system software used by New Fairfield High School. Data will include standardized test results and student academic achievement reports for the midyear and final report cards. Academic achievement reports will include for each student: name and year (fr, so, jr, sr); course name and level; quarterly grades attained and final averages. Academic achievement reports will be provided by **February 28th** for first semester courses and by **July 15th** for second semester courses. Standardized test scores will be reported within 15 days after having been received by New Fairfield High School.
- 7) Notwithstanding anything herein contained to the contrary, the responsibility of the New Fairfield Board under the provisions of this contract shall be limited to providing a course of instruction within the confines of the High School or any adjunct thereto, and said New Fairfield Board shall not be responsible for any course of instruction or treatment rendered to students elsewhere.

- 8) It is understood and agreed that in the event that either party shall be unable to perform its obligations under this contract because of any act of God, war, national emergency, requirements of applicable law or regulations, or any similar event beyond the control of such party, performance under this contract will be excused to the extent of such inability.
- 9) Either Board of Education may terminate this Agreement by providing written notification to the other party no later than **January 1st** of any year of the contract.
- 10) In the event that a change in the laws of the State of Connecticut substantially affects the rights and obligations of either or both of the parties under any provision or provisions of this Agreement, either party may request an amendment of the provision or provisions of the Agreement so affected.
- 11) Should this Agreement terminate by expiration or pursuant to Paragraph (8) of this Agreement, any and all Sherman high school students who are students at New Fairfield High School at the time of such termination shall be allowed to complete their high school education at New Fairfield High School on the same terms and conditions as provided herein.
- 12) Students must abide by all regulations of the New Fairfield Public Schools as determined by the Board of Education, administration, and staff of the New Fairfield Public Schools.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 7th day of June 2023.

FOR THE BOARD OF EDUCATION OF THE TOWN OF SHERMAN

Mary Fernand
Mary Fernand
Witness

By [Signature]
Its Duly Authorized Representative

FOR THE BOARD OF EDUCATION OF THE TOWN OF NEW FAIRFIELD

Gail DeFeo
Witness

By _____
Its Duly Authorized Representative