

## PARTNERSHIP AGREEMENT

*Approved by Thetford Academy Full Board of Trustees 6/28/07  
Approved by Lyme Board of School Directors 6/14/07*

This agreement between THETFORD ACADEMY and the LYME SCHOOL DISTRICT is effective for the school years 2007-2012.

**PURPOSE:** The intent of this Partnership Agreement is to promote a close working relationship and mutual commitments between the Lyme School District (Lyme) and Thetford Academy (Academy). The purposes of this partnership are: (1) to provide excellent learning opportunities and promote educational achievement for the children of Lyme, and (2) to enhance the educational opportunities the Academy offers to all of its students, such that it may become the high school of choice for more children and families of Lyme. The partnership is based on communication between Academy and Lyme leaders, shared decision-making, coordinated programs, and a sense of common responsibility for students, guided by the Academy's five fundamental principles: excellence, commitment, cooperation, respect for diversity, and caring.

**REVIEW AND RENEWAL:** The term of this agreement, as reflected above, is five (5) years. The Lyme School District Board of Education and the Thetford Academy Board of Trustees will receive an annual progress report from school administrators. The Boards will conduct an interim review of the terms of the agreement by January 15, 2010. At this review, a new five (5) year agreement may be put in place by consent of both parties. A report from this review will be created and used as a set of goals or modification of current goals, to be addressed by both parties during the balance of this agreement. Terms of this agreement may be altered by mutual consent of both parties.

### TERMS OF PARTNERSHIP:

#### 1) THETFORD ACADEMY RESPONSIBILITIES:

In order to effect this partnership, the Academy recognizes a special responsibility to Lyme, including the following procedures over the term of the agreement:

- a) Guaranteed annual admission of eligible Lyme students entering Grade 9 and students entering grades 10-12 whose parents or legal guardians move to Lyme, as provided in Thetford Academy policy: "Thetford Academy accepts all students...whose needs can be met in regular classrooms or with supplementary instructional services..." [Policy on Student Admissions, 3/13/97]
- b) Communication about attendance, placement decisions, disciplinary actions and other student issues
- c) Mutually agreeable provision of student services for individuals requiring special education services, as provided in Thetford Academy policy
- d) Annual election of one representative appointed by the Lyme School Board to membership on the Board and its Executive Committee, as provided in Trustee By-Laws.

2) LYME SCHOOL DISTRICT RESPONSIBILITIES:

In order to effect this partnership, Lyme recognizes a special responsibility to the Academy, including the following:

- a) Commitment to support the Academy in recognition of the unique relationship reflected in this Partnership Agreement.
- b) Compliance with Academy policies and procedures
- c) Participation in decisions about Lyme students at the Academy, as requested by the Academy, concerning attendance, placement decisions, disciplinary actions special education services, and other student issues
- d) Participation of the Lyme-appointed representative in Academy decision-making and committee work on the Board of Trustees.

3) SHARED GOALS AND RESPONSIBILITIES:

In order to build this partnership, the Academy and Lyme agree to pursue the following shared goals, with annual action plans to guide the improvement process:

- a) Faculty communication and professional development:  
Faculty of both schools should have regular opportunities to share experiences and communicate about curriculum, practice, and student needs.
- b) Student leadership and service to Lyme:  
High school students should take an active role in the community in positive, visible ways.
- c) Analysis of student performance data:  
The schools should develop systems for tracking, interpreting, and reporting information on student performance.
- d) Curriculum alignment:  
The schools should promote continuity in curriculum and standards as much as possible, to support effective learning opportunities for students.
- e) Transition for incoming students and families:  
The schools should promote effective orientation, course selection, and placement for students as they enter the Academy, including orientation for families.
- f) Public Outreach  
The Boards should provide outreach to Lyme voters and families, and conduct joint review of feedback on needs and perceptions to serve continued strategic planning.

#### 4) TUITION RATE CALCULATION

Thetford Academy will continue to calculate tuition rates, during this agreement, in a manner consistent with Fiscal Year 2002: that is, all operating expenses and capital costs will be amortized equally across the student body without regard to sending town.

Future capital improvement costs which result in current-year expenses or debt service amortized over a number of years will be included in the tuition rate computation in a manner consistent with partnership agreements or capital project agreements in force at the time of the expenditures. Lyme will be advised of the tuition rate by February 1 of each preceding year. The Academy will provide Lyme with multi-year tuition rate projections as these become available.

#### 5) TERMS OF PAYMENT:

- a) Lyme will pay Thetford Academy an annual tuition as announced by February 1 of the preceding year or a lower tuition rate if billed by Thetford Academy, for each student enrolled during the school year, counting enrollment from the first day of school. Payment will be made in two equal installments, due within 30 days of the date of an invoice from Thetford Academy. Invoice dates will be September 15 and December 15.
- b) For students who enroll after the first day of school, Lyme will pay Thetford Academy a per-diem pro-rated portion of tuition for the balance of the time enrolled, based on total student school days.
- c) Lyme will receive tuition reimbursement for students who have withdrawn from Thetford Academy, on a per-diem pro-rated basis, following formal written notification of withdrawal by the student's parent or guardian. Lyme will also receive tuition reimbursement, on a per-diem pro-rated basis, for students who have been dismissed from Thetford Academy, following formal written notification of dismissal to the student's parent or guardian, and to the Lyme School Board. In cases of dismissal for truancy, pro-rated tuition reimbursement will be counted from the first day of absence in the consecutive sequence leading to dismissal. Temporary separation from the school, such as suspension for disciplinary reasons or absence due to illness or family emergency, will not be subject to tuition adjustment.
- d) Thetford Academy will notify the Lyme School Superintendent (as well as parents or legal guardians) in writing when any enrolled student has exceeded absence limits as specified in the Student Handbook, in order that Lyme may help promote regular attendance.
- e) For Lyme students enrolled at Thetford Academy and in a vocational program at either River Bend or Hartford Area Career and Technical Center, Thetford Academy will bill Lyme a vocational-student tuition rate, based on the assumption that each student is enrolled for four course credits in that year at Thetford Academy. Lyme will assume responsibility for technical/vocational center tuition, with payment directly to River Bend or Hartford Area Career and

Technical Center, as appropriate, for Lyme students enrolled in the programs at those institutions.

- f) For Lyme students with Individualized Education Programs (IEPs) per federal IDEA statutes, Thetford Academy will bill Lyme an additional special education tuition rate, approved by the State of Vermont. Costs for extraordinary services may be charged to Lyme in addition to tuition, by mutual written agreement pursuant to an IEP or Section 504 Plan.
- g) Lyme agrees to pay interest at an annual rate of 2% above prime interest rates (annual) for balances that remain unpaid after 30 days.
- h) Should Lyme and the Academy disagree about implementation of these terms of payment:
  - i. Either party may submit a written request to the other Board (Trustee Executive Committee or Lyme District School Board) to reconsider a decision.
  - ii. Either party may request to attend a Board meeting to present the issue in question, to further explain its perspective, and to propose an alternative resolution.
  - iii. If either party finds that, after steps A and B above, the issue is still not resolved in a satisfactory manner, it may submit in writing a formal appeal. A final binding resolution will be determined by an arbitrator who will be selected by mutual agreement of the Trustee Executive Committee and Lyme Board Chairs. Those Chairs will meet with the arbitrator to present and discuss the issues. The arbitrator will make a decision which will be binding for both parties based upon the policies in existence at the Academy and a general sense of equity and fairness. Costs associated with an arbitrator will be shared equally by the parties. It is understood that Thetford Academy and the Lyme School Board will make every effort to resolve disagreements about implementation of the billing procedures and to avoid binding arbitration.

Signed for Thetford Academy:

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signed for the Lyme School District:

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_