

## PARTNERSHIP AGREEMENT

*Adopted by the Board of Trustees: January 8, 2009*

*Adopted by the Thetford Board of School Directors: January 21, 2009*

This Agreement between **THETFORD ACADEMY** and the **TOWN SCHOOL DISTRICT OF THETFORD** is effective July 1, 2009 through June 30, 2014.

### STATUTORY BASIS

The Town of Thetford designates Thetford Academy to serve as the public junior high and high school (grades 7 – 12) for the Town School District of Thetford (hereafter “Thetford School District”) according to the provisions of Vermont statute (16 VSA §827). Thetford Academy accepts this designation as the public junior high and high school (hereafter, "designation") according to the same provisions.

### TERM AND TERMINATION CLAUSE

Either party may terminate this Agreement upon twelve (12) months written notice. No amendment or changes to this Agreement shall be effective unless made in writing and signed by authorized officers of Thetford Academy and the Thetford School District.

### PURPOSE AND INTENT

The intent of this Partnership Agreement is to promote a close and collaborative working relationship, and mutual commitments between the Thetford School District and Thetford Academy. The purposes of this partnership are: (1) to provide excellent learning opportunities and promote educational achievement for the children of Thetford; (2) to cultivate a K-12 educational continuum; and (3) to allow the Thetford School District, through its elected representatives on the Thetford School Board of Directors, and through other means of public communication, to be thoroughly and consistently informed with respect to all aspects of the Academy program.

The partnership is based on communication between the administrations and governing bodies of Thetford Academy and the Thetford School District, shared decision-making, coordinated programs, and a sense of common responsibility for students.

### TERMS OF PARTNERSHIP

#### A) THETFORD ACADEMY RESPONSIBILITIES:

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

1) Guaranteed admission of eligible student residents in the Town of Thetford, as provided in Thetford Academy policy: "Thetford Academy accepts all students in grades 7-12 from designating towns whose needs can be met in regular classrooms or with supplementary instructional services..." [Policy on Student Admissions, 3/13/97];

2) Communication about attendance, placement decisions, disciplinary actions and other student issues;

3) Mutually agreeable provision of student services for individuals requiring special education services;

4) Consideration for election of one representative recommended by the Thetford School Board to membership on the Thetford Academy Board of Trustees as a Town Representative Member (per Thetford Academy By-Laws Article II §10).

**B) THETFORD SCHOOL DISTRICT RESPONSIBILITIES:**

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

1) Commitment to the working relationship with Thetford Academy as the designated public junior high and high school for Town of Thetford residents;

2) Compliance with Academy policies and procedures, as set forth in the Thetford Academy Policy Manual;

3) Participation by administration and its designees in decisions about students at the Academy, as requested by the Academy, concerning attendance, placement decisions, disciplinary actions, special education services, and other student issues;

4) Participation of the elected Town Representative Member in Academy decision-making and committee work on the Board of Trustees.

**C) SHARED RESPONSIBILITIES:**

In order to effect this partnership, Thetford Academy and the Thetford School District recognize shared responsibilities, including the following over the term of the agreement:

1) Representatives of the Thetford School District Board of Directors and Administration and representatives of the Thetford Academy Board of Trustees and Administration shall meet a minimum of twice a year, at times of mutual convenience, to review issues of mutual concern;

2) Both Boards will strive for consistency of policies when appropriate and desirable;

3) Both Boards will inform Thetford residents through Town meetings and other means of communication, and will encourage public participation in Thetford Academy and Thetford School District planning and committee work;

4) The two Boards will consult whenever Thetford Academy plans a capital project which will incur significant debt. Thereafter, either Board may bring the proposed project before the Town of Thetford to help determine the Town's level of support. This may be done through discussion at a regular or special School District meeting, or non-binding advisory vote;

5) Thetford Academy and the Thetford School District shall share resources when appropriate and desirable;

6) Thetford Academy and the Thetford School District shall participate in joint planning for continuity in curriculum and programs, K-12;

7) In the event that Thetford voters reject all or part of the Thetford School District budget, the Thetford Academy Board of Trustees and the Thetford School District Board will work in good faith to find a solution.

D) BILLING PROCEDURES:

1) The Thetford School District will pay Thetford Academy an annual tuition as announced no later than February 1, 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 or other dates mutually agreed upon. Costs for extraordinary services may be charged to the Thetford School District in addition to tuition, pursuant to an IEP or Section 504 Plan, as set forth in 16 VSA §826.

2) For students who enroll after the first day of school, the Thetford School District will pay Thetford Academy a per-diem pro-rated portion of tuition for the balance of the time enrolled, based on 177 school days.

3) The Thetford School District 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. The Town School District 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 Thetford School District 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.

4) For Town of Thetford students enrolled at Thetford Academy and in a technical program at either River Bend Career and Technical Center or Hartford Area Career and Technical Center, Thetford Academy will bill the Thetford School District a technical student tuition rate, based on the assumption that each student is enrolled for four course credits in that year at Thetford Academy. The Thetford School District will assume responsibility for technical center tuition, with payment directly to River Bend Career and Technical Center or Hartford Area Career and Technical Center, as appropriate, for Town of Thetford students enrolled in the programs at those institutions.

5) For Town of Thetford students with Individualized Education Programs (IEPs) per federal IDEA statutes, Thetford Academy will bill the Thetford School District an additional special education tuition rate, approved by the State of Vermont, as set forth in 16 VSA §826.

6) The Thetford School District agrees to pay interest at an annual rate of 2% above prime interest rates (annual) for balances that remain unpaid after 30 days, unless by mutual agreement.

7) Should the Thetford School District and the Academy disagree about implementation of these policies:

a) Either party may submit a written request to the other Board to reconsider a decision.

b) Either party may request to appear on the agenda of the other party's board meeting to present the issue in question, to further explain its perspective, and to propose an alternative resolution.

c) 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 President of the Thetford Academy Board of Trustees and the Thetford School District Board Chair. The President and the Chair 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 terms of this Agreement 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 Thetford School District 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 Thetford School District:

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

**Approved Agreement Signed by the Thetford Academy Board of Trustees:** \_\_\_\_\_

**Approved Agreement Signed by the Thetford School District Board:** \_\_\_\_\_

**Signed copy on file at Thetford Elementary School (TES)**