

**PARTNERSHIP AGREEMENT
BETWEEN
THETFORD ACADEMY AND THE LYME SCHOOL DISTRICT**

By entering into this agreement, Thetford Academy (hereinafter "the Academy") and the Lyme School District (hereinafter "Lyme") commit to building and maintaining a close relationship that is to the mutual benefit of both parties. The terms of the agreement are as follows:

I. ENROLLMENT GUARANTEE

Thetford Academy shall guarantee enrollment annually, through the 2020-2021 school year, for all resident Lyme students who can provide evidence of good standing as defined in Addendum A of this agreement.

Lyme shall offer all resident Lyme students the choice of attending Thetford Academy, with full tuition paid by the Lyme School District through the 2020-2021 school year.

Thetford Academy reserves the right to deny enrollment to any student who has a documented history of behavior which could be potentially threatening to the safety of the school community or to the student's own safety and which is not related to a documented disability. If a student is denied enrollment, s/he may appeal the decision according to the procedure in Addendum B of this agreement.

II. DEMONSTRATIONS OF MUTUAL COMMITMENT

- (i) Thetford Academy shall provide a seat on its Board of Trustees for a representative appointed by the Lyme School District, and this representative shall participate actively in Board decision-making and committee work.
- (ii) Thetford Academy shall encourage and support collaboration by its teachers with the teachers of the Lyme School, and the Lyme School District shall likewise encourage and support collaboration by the Lyme School's teachers with the teachers of Thetford Academy, regarding the creation and implementation of meaningful educational activities to benefit students and/or families from both institutions.
- (iii) Thetford Academy shall invite Lyme's middle-school-age students to join age-appropriate activities and programs at the Academy when space is available, and Lyme shall promote such invitations to its families.
- (iv) Annually, Thetford Academy shall visit the Lyme School to make an admissions presentation to families, and the Lyme School's middle-school students shall visit the Academy for a tour and educational program.

III. TUITION

By entering into this agreement, Thetford Academy and the Lyme School District agree to comply with the Academy's terms for Day-Student Tuition (contained in Addendum C of this agreement). The parties shall sign, annually, a separate Special Education Agreement that outlines special education costs, billing procedures, and the responsibilities of both parties. If the terms of the Special Education Agreement conflict, in any given year, with the terms listed in Addendum C, then the terms of that year's Special Education Agreement shall prevail.

IV. REVIEW AND RENEWAL

This agreement shall be reviewed in the 2020-2021 school year by the Thetford Academy Board of Trustees and the Lyme School Board, respectively, and may be renewed by mutual written consent of the parties. If the Lyme School Board wishes to renew the partnership agreement, it shall send a written request to the Thetford Academy Board of Trustees by December 1, 2020. Thetford Academy's Board of Trustees shall respond with written notification to the Lyme School Board by January 15, 2021, indicating whether Thetford Academy wishes to renew the agreement and enter into discussions regarding the same. In the absence of any decision by the parties whether to renew this agreement, it shall continue for an additional period of one school year and expire on June 30, 2022.

V. MODIFICATION

The terms of this agreement may be modified at any time by mutual written consent of the parties. The parties shall inform each other promptly of any revisions to their respective policies and procedures which may affect the terms of this agreement; but, in the event of any discrepancy between this agreement (including the Addenda) and either party's policies and procedures, the terms of this agreement shall prevail until/unless it has been updated.

VI. DISPUTE RESOLUTION

It is the intention and understanding of Thetford Academy and the Lyme School District that both parties shall make every effort to resolve disagreements, including disagreements about the implementation of billing procedures. The parties acknowledge a desire and intent to resolve any disagreements involving this partnership agreement by direct discussions and negotiations. In the event the parties cannot resolve a disagreement through such means, either party may terminate the agreement at the end of the then-current school year.

Signed:

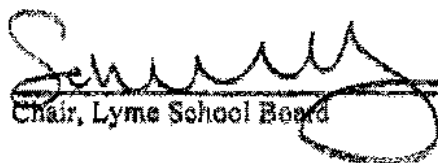


President, Thetford Academy Board of Trustees

Date:

10/18/18

Signed:



Chair, Lyme School Board

Date:

10/16/18

**ADDENDUM A:
Provision of Evidence of Good Standing**

(from section IV.A. of Thetford Academy's Policy on Admission of Day Students [C25] dated Sept. 13, 2018)

A student from a non-designating town may be denied admission if s/he is not in good standing at the school or schools most recently attended, if the student has previously attended school. A student shall be considered "in good standing" if s/he can provide evidence of the following:

- (i) s/he has not been legally dismissed or suspended for more than ten days during the preceding twelve months for disciplinary reasons, and
- (ii) s/he is making satisfactory progress toward the completion of an approved school or home study program, and
- (iii) her/his school attendance record presents a reasonable likelihood that any existing attendance requirements of Thetford Academy will be met.

A student who is unable to provide evidence of good standing may be admitted if it is the determination of the Head of School, based on information presented by the student, that there is a reasonable likelihood that the student will benefit from and succeed in the programs offered by Thetford Academy.

**ADDENDUM B:
Appeal of Denial of Admission**

(from section IV.B. of Thetford Academy's Policy on Admission of Day Students [C25] dated Sept. 13, 2018)

If a student from a non-designating town is denied admission to Thetford Academy, the student may appeal the decision to the Head of School. If still denied admission, the student may appeal the Head of School's decision by submitting within ten days of the denial a written request to appeal to the Thetford Academy Board of Trustees. The Board of Trustees shall provide an opportunity for the student and/or his or her parent or guardian to discuss the request not to uphold the decision of the Head of School. The Board shall render a decision within 30 days of the request to appeal.

**ADDENDUM C:
Day-Student Tuition**

(from section IV.C. of Thetford Academy's Policy on Admission of Day Students [C25] dated Sept. 13, 2018)

1. On or before January 15th of each year, Thetford Academy shall establish tuition rates for day students for the next school year and shall notify the school board(s) of all sending-town school districts and the Secretary of Education of any proposed increase in tuition rates. Tuition rates shall be established in accord with Chapter 21 of Title 16 of the Vermont Statutes Annotated and regulations of the State Board of Education. In calculating base tuition rates, all operating expenses and capital costs shall be amortized equally across the student body. The base tuition rate shall be the same for all day students, regardless of town of residence.
2. Payment of tuition shall 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.
3. When a student enrolls at Thetford Academy after the beginning of a semester, tuition for the student shall be pro-rated accordingly and shall be payable immediately.

4. Sending towns shall receive reimbursement of public tuition funds 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. Sending towns shall also receive public-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 sending town's 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. Students from non-sending towns who pay private tuition to Thetford Academy and who have been dismissed from the Academy for any reason are not eligible to receive private-tuition reimbursement. Temporary separation from the school, such as a suspension for disciplinary reasons or an absence due to illness or family emergency, shall not be grounds for adjustment of public or private tuition-payment obligations.
5. Thetford Academy shall notify the sending town's 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 for the sending town to help promote regular attendance.
6. For sending-town students enrolled at Thetford Academy and in a vocational program at either River Bend Career & Technical Center or Hartford Area Career and Technology Center, Thetford Academy shall bill the sending town a vocational-student rate, based on the assumption that each such student is enrolled for four course credits in that year at Thetford Academy. Sending towns shall assume responsibility for technical/vocational-center tuition and shall make payment directly to River Bend Career & Technical Center or Hartford Area Career and Technology Center, as appropriate, for sending-town students enrolled in the programs at those institutions.
7. For each student on a Section 504 Plan, Thetford Academy shall invoice excess cost in addition to the base tuition rate. For sending-town students with Individualized Education Programs (IEPs) per federal IDEA statutes, Thetford Academy shall bill the sending town according to the services identified in the IEPs on a fee-for-service invoice otherwise known as Special Education Excess Cost. Individual student contracts will be provided through the Special Education Agreement signed with the sending town, which shall outline the costs, billing procedures, and responsibilities of both parties.
8. Interest at an annual rate of 2% above prime interest rates (annual) shall be charged on balances that remain unpaid after 30 days.