

Falmouth Public Schools
Admission of Privately-Placed, Non-Resident Tuition Students

This policy governs acceptance of non-resident students whose parents wish to pay tuition to Falmouth Public Schools to allow their child(ren) to attend District schools.

1. Falmouth Public Schools shall accept non-resident private tuition students by application only. Application shall be made to the Admissions Committee. The Superintendent and/or his designee shall determine the composition of the relevant Admission Committee, to include building principals and school counselors. The Superintendent shall have the discretion to decide whether to admit any non-resident student based on criteria that may include, but not be limited to, academic record, discipline record, character and any other criteria deemed relevant. A non-resident private tuition student who is accepted will not be formally enrolled in Falmouth Public Schools until the student's parents have signed the Non-Resident Private Tuition Student Agreement, and made the first tuition payment.
2. Admittance to Falmouth Public Schools shall have the same access to District programs as resident students, and are subject to the same district policies and rules, except as otherwise limited by this policy.
3. Otherwise eligible non-resident private tuition students shall be admitted only if there is space and/or personnel available within existing programs or classes that the student would be attending, as described in Paragraph 8. Decisions regarding the availability of space or personnel for non-resident tuition students in District programs and classes will be made by the Superintendent or designee.
4. All requirements for enrollment in Falmouth Public Schools schools that apply to resident students (such as age, health examinations and immunization requirements) also apply to non-resident private tuition students.
5. Additionally, non-resident private tuition students are expected to meet the same academic, extracurricular, and behavioral standards as well as all student policies and are subject to the same disciplinary procedures as resident students, up to and including expulsion. Any non-resident private tuition student whose enrollment is recommended to be terminated for disciplinary reasons prior to the end of the school year has the right to an expulsion hearing before the Falmouth Public Schools Board, as described in 20-A M.R.S.A. § 1001(9). The decision of the Board is final.
6. Falmouth Public Schools has no obligations to non-resident private tuition students under the Individuals with Disabilities Education Act (IDEA). A free appropriate public education (FAPE) remains available to non-resident private tuition students in the school district in which the student and his/her parent(s) reside and Falmouth Public Schools has no obligation to provide a FAPE to non-resident private tuition students under either the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act. The District will not implement an Individualized Education Plan (IEP) or 504 Plan that was developed for a non-resident private tuition student in a former school or district.

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7. All decisions regarding any accommodations and/or special education and related services that a non-resident private tuition student with a disability may need in order to participate in District schools will be made by a group of persons knowledgeable about the student after an individual assessment of a student's needs.
8. If the Superintendent determines that a non-resident private tuition student with a disability requires special education and/or related services to participate in District schools, the student is entitled to access such services only on a space-available and personnel-available basis, and only within existing, in-District programs and from personnel currently employed by the District. When determining whether space is available for a non-resident private tuition student in any District special education program, a program will be considered "closed" to non-resident private tuition students if 80% of the spaces in the program are filled. A staff member will be considered available to the student only if the staff member is serving no more than 80% of his/her maximum case load. The District shall not create new programs or classrooms to serve non-resident private tuition students, hire additional staff to serve those students, or serve non-resident private tuition students in any educational program outside of the District.
9. The Superintendent may deny or revoke the admission of a non-resident private tuition student if the Superintendent determines that the student cannot obtain an appropriate education in existing programs or classes at the school. In the case of students with disabilities, the Superintendent's decision will be made in consultation with, and after review of the determinations of the group of persons knowledgeable about the student, and in accordance with all applicable laws.
10. Falmouth Public Schools will set the tuition amount on an annual basis. The parents and student (if 18 years old) shall sign a tuition agreement and make the first tuition payment prior to the student's admission to the District.
11. Falmouth Public Schools shall not furnish transportation for non-resident private tuition students except where the student can otherwise access normal bus runs offered by the District.
12. The Superintendent and/or his designee shall make information about the District's non-resident student opportunities generally available to the public as appropriate and in accordance with other District policies.

Legal References: 20-A M.R.S.A. §§ 5203(1), 5204(1), 5801, 5804, 5805, 6001-B(3).

Adopted: May 15, 2012

**Falmouth Public Schools
Privately-Placed, Non-Resident Student Tuition Agreement**

This is an Agreement between Falmouth Public Schools (“the District”) and

[Parents or Legal Guardians and Student if student is 18 years of age) (“Parents”)

for enrollment of their child or legal guardian (“Student”),

Student

in the District schools for the _____ (academic year) school year. The District and the Parents agree as follows:

1. The Parents reside outside Falmouth, the Student has no legal right to attend District schools and the District has no duty, legal or otherwise, to provide educational services of any kind to the Student, except as authorized by this Agreement.
2. The Parents agree to pay to the District tuition in the amount of \$ _____ for the Student’s attendance at ***(name of District school)*** for the _____ (academic year) school year, and agree to comply fully with the District’s policy on Admission of Privately-Placed, Non-Resident Students.
3. The District agrees to enroll the Student as a privately-placed, non-resident, tuition student for the _____ (academic year) school year under the terms of this Agreement.
4. This Agreement terminates on the last student class or activity day of the _____ (academic year) school year, whichever comes first, and all District obligations under this Agreement end on that date, unless the Agreement is terminated earlier as described herein.
5. The tuition charges specified in Paragraph 2 shall be payable in two equal payments, which shall be paid prior to the deadlines for non-resident student course registration (please refer to the _____ (academic year) _____ Tuition Payment Deadlines). The Parents agree that, in the event of a default in the timely payment of the tuition as set forth in this Agreement, and if the District allows the Student to continue to attend District schools, all payments which are in arrears shall accrue interest at a rate of 18% per year until paid in full, and the Parents further agree to pay, in addition to the principal and interest, all costs of collection, including reasonable attorney’s fees.
6. Privately-placed, non-resident tuition students are subject to the same enrollment requirements as resident students (age, health examinations, immunizations, etc.).

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7. The Parents agree to provide transportation for the Student to and from school.

8. Non-resident private tuition students are expected to meet the same academic, extracurricular, and behavioral standards as well as all district policies and are subject to the same disciplinary procedures as resident students, up to and including expulsion. Any private, non-resident tuition student whose enrollment is recommended to be terminated for disciplinary reasons prior to the end of the school year has the right to a hearing before the Falmouth School Board, as described in 20-A M.R.S.A. § 1001(9). The decision of the Board is final.

9. This Agreement may be terminated for the reasons specified herein. If the District terminates the Agreement of the Student withdraws prior to the end of a semester or the, tuition refunds will be provided in accordance with the District's tuition refund rules.

10. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings, whether oral or written between the parties pertaining to the subject matter of the Agreement.

Parent or Legal Guardian

Date

Parent or Legal Guardian

Date

Student (if over 18)

Date

For Falmouth Public Schools, by

Superintendent

Date

Adopted: May 15, 2012



**MAINE SCHOOL ADMINISTRATIVE DISTRICT #51
CUMBERLAND / NORTH YARMOUTH**

Please read the following, then complete and sign the form on the reverse.

CERTIFICATE OF LEGAL RESIDENCE

- A. To a major extent, the residents of the Towns of Cumberland and North Yarmouth bear financial responsibility for the public school system which is charged with providing education for school-age children residing within the Towns. To ensure that the school funds are spent for the benefit of the residents, the Board of Directors must limit free admission to children whose parents or legal guardians reside in either Cumberland or North Yarmouth except as:
- admission of non-resident students is required under law,
 - the Board of Directors have entered upon an agreement with an adjoining unit and tuition fees are paid by the other unit as permitted by law,
 - provided by District policy
- B. Under certain circumstances, special permission may be granted upon recommendation of the Superintendent and approval by the Board of Directors. In order to provide for the continuous progress of children whose families move to and from the Towns of Cumberland or North Yarmouth during the school year. It is understood that the following eight weeks (40 school days), the parent or legal guardian who continues to be a non-resident, will be assessed the legal tuition rate for MSAD #51.

Non-resident students may be accepted on a tuition basis contingent upon local educational conditions (including allowable space) with Administrative approval.

TUITION: Tuition rates shall be set on the basis of Maine State Law. The Superintendent delegates the responsibility for devising procedures for collecting and accounting for tuition money in accordance with the law and with the regulation of the Department of Educational and Cultural Services, to the District Business Manager / Assistant Superintendent. Tuition must be paid prior to the student attending classes on the first day of admittance.

Please read the reverse side of this form prior to completing.

Please Check one of the following and return to the building Principal:

_____ I, _____, presently reside at
_____ in either

Cumberland, ME or North Yarmouth, ME. (Please Circle name of town)

_____ I am in process of moving to either Cumberland, Maine or North
Yarmouth, Maine, and wish to request special permission from the Board
of Directors for my child(ren) to attend MSAD #51 Public Schools for a
period of _____.

(Signature)*

(Anticipated Address if Known)

(Date)

Name(s) and Grade Level(s) of child(ren):

*By signing, the individual certifies that they are the parent/legal guardian of the student.

WHITE - Finance

CANARY - Building Administrator

PINK - Guardian

PLEASE SEE OTHER SIDE

Side 1

Form G4 8/08



YARMOUTH
SCHOOL DEPARTMENT



"Empowering All Students to Create Fulfilling Lives in a Changing World"

Andrew R. Dolloff, Ph.D.
Superintendent of Schools

Jodi McGuire
Director of Instructional Support

Herbert Hopkins
Director of Business Services

DATE

ADDRESS

Dear _____:

Thank you for your interest in the Yarmouth School Department. Because our schools are an attractive place in which to educate children from kindergarten through grade 12, we have developed a non-resident tuition-student application procedure to guide the parent/guardian as we seek to provide the best opportunities for students. My administrative assistant, Laurie Brigham, can work with you to complete that process if you so choose. Part of that process is the determination of tuition amounts for each student, and I understand you have indicated a desire to have tuition waived for the coming year.

At this time I cannot waive the non-resident tuition for _____, as they are not yet residents of Yarmouth, and it does not appear that such a move is imminent. Signs of an imminent move would include a contract to sell your home in **Gorham** or a contract to purchase or rent a residence in Yarmouth.

While you continue to reside in **Gorham**, it is in the best interests of the children to continue to attend school in that community, in schools that enjoy a highly-regarded and well-deserved reputation. It is Yarmouth's belief that students should attend school with others who live, study, and play near them to provide for deeper relationships that are at the heart of effective teaching and learning. The opportunities for collaborating on school work, receiving or providing peer assistance when studying, participating in co-curricular activities, as well as socialization would not be as present for them in Yarmouth while commuting such a significant distance. Pursuant to Maine law 20-A §5205(6)(B), you may appeal this denial to the Maine Commissioner of Education.

If you choose to send your children to Yarmouth under a tuition agreement, the per-pupil tuition rate for 2015-2016 is \$9,392 for grades K-8. One-half of this amount for each student will be due prior to the start of the school year. The second half will be due prior to the start of the second semester. The rate will be adjusted for the second semester, as determined by the Maine Department of Education. It is likely that the second semester invoice will be slightly higher than that of the first semester.

If you are interested in moving to Yarmouth, there is a possibility that the tuition paid for each child would be partially or fully refunded, depending on the date on which you establish residence. If residence is established prior to the end of first semester, the tuition paid for first semester will be refunded. If tuition is established during second semester, the tuition paid for the second semester will be refunded.

Sincerely,

Andrew R. Dolloff, Ph.D.
Superintendent of Schools

Cc: Ted Sharp, Gorham Superintendent of Schools

