

**AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN
THE TOWN OF NAHANT AND THE TOWN OF SWAMPSCOTT**

This agreement (the "Agreement") is made and entered into as of December 9, 2003 between the Town of Nahant, Massachusetts, acting by and through its School Committee, and the Town of Swampscott, Massachusetts, acting by and through its School Committee pursuant to Chapters 71 and 76 of the Massachusetts General Laws. In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. The Town of Swampscott agrees to accept for enrollment in grades seven through twelve of its middle school and high school for the school year 2005-2006 and for each school year thereafter during the term of this Agreement all students who are eligible to attend school in the Town of Nahant and have successfully completed the sixth grade. It is further agreed that a child of elementary school age enrolled in the Nahant Public Schools may attend the Swampscott Public Schools provided negotiations on a tuition rate based on the child's needs as well as services provided can be reached between the Towns of Nahant and Swampscott.
2. All pupils who attend school in the Town of Nahant who have been enrolled in Swampscott schools pursuant to this Agreement shall be permitted to complete their high school education in Swampscott's schools regardless of whether this Agreement may have expired or been terminated prior to the year in which such pupils complete their high school education. The Town of Nahant shall pay to the Swampscott School Committee a tuition rate for each student from the Town of Nahant who attends Swampscott High School or Swampscott Middle School after the termination of this Agreement at the same agreed upon percentage of the Swampscott per pupil cost.
3. Nahant shall be responsible for paying the Town of Swampscott for a minimum of 100 students. Nahant shall not be permitted to enroll more than 250 students per school year.
4. Students who attend school in the Town of Nahant and are attending Swampscott schools shall be subject to all rules, regulations, and policies prescribed by the Swampscott School Committee and administration which are generally applicable to the students attending Swampscott schools, including but not limited to the discipline of the students enrolled on record pursuant to this Agreement.
5.
 - a. The Town of Nahant shall pay to the Town of Swampscott through its School Committee a tuition amount determined by multiplying the number of Nahant students attending times a tuition rate equal to 100% of the Department of Education's Per Pupil Expenditure Report (Regular Day Program for the Town of Swampscott), in the following manner:

<i>SCHOOL YEAR</i>	<i>Tuition Pmt Based on Student Census As Of:</i>	<i>And Based on Swampscott's DOE-Certified Regular Day Program Per-Pupil Expenses as Reflected in:</i>
2005-2006	Oct. 1, 2004	FY 2004 Report
2006-2007	Oct. 1, 2005	FY 2005 Report

and to continue in the same manner for seven successive years from the beginning of services hereunder. Upon agreement, the term may be extended for up to an additional five-year period.

b. The scope of Special Education services to any Nahant Student must be mutually agreed upon between the parties.

- (1) In any case, all enrolled Nahant Special Education students requiring outside Swampscott tuition costs whether private, public or consortium will be assumed by the Nahant School system.
- (2) Any and all Special Ed. Legal Fees paid as result of enrolled Nahant students attending Swampscott will be paid for by the Town of Nahant.
- (3) Independent Special Education contracted services for students with jointly approved IEP's who are enrolled in Nahant Schools and attend Swampscott Public Schools will be paid for by Nahant or Nahant will provide such services.
- (4) In the event that the Town of Swampscott incurs additional costs related to the Special Education needs of any Nahant student that are performed by any outside contractor, after the Town of Nahant's consent by its Special Education Director, the Town of Nahant will be billed the actual costs of the outside evaluations.
- (5) For home assessments of children enrolled in the Town of Nahant and attending the Swampscott Public Schools, the Nahant school nurse will be utilized as appropriate.

c. All psychological evaluations of any child attending Swampscott Public Schools shall be handled with no reference to town of residence.

6. All Home/Hospital Tutoring for enrolled Nahant Students attending the Swampscott Public Schools will be provided and paid for by the Town of Nahant.

7. All tuition payable by the Town of Nahant pursuant to this Agreement for any school year shall be paid in two prorated installments, one each on November 15 and May 15 each year. If, at the time of any payment hereunder, the DOE-Certified figures for Swampscott's Regular Day Program Per Pupil Expenditures governing the school year in question (as per Paragraph 5 hereof) are not yet available, the payment in question will be calculated by using the figure submitted to the Department of Education by the Swampscott School District for inclusion in the DOE report that governs (per Paragraph 5 hereof) the tuition year in question. In the event that the figure eventually certified by DOE is more favorable to Nahant than the figure used in calculating any past tuition payment, the resulting overpayment will serve as an offsetting credit, diminishing the amount due from Nahant in the next payment hereunder, or if no further payments are due from Nahant it will be refunded. Under no circumstances will Nahant be liable for a greater tuition than that based on the figure submitted to the Department of Education by the Swampscott School District for inclusion in the DOE report that governs (per Paragraph 5 hereof) the tuition year in question.

8. The Town of Swampscott shall not be responsible for providing transportation to and from Swampscott High School, the Vocational-Technical High School and/or Swampscott Middle School, and/or any other location in and out of Swampscott.

9. Upon its coming into effect, this Agreement shall supersede and terminate any and all prior Agreements between the Parties. This Agreement shall take full effect on July 1, 2005 and shall terminate on the last day of the fiscal year indicated in Section 5a unless extended. This Agreement will be extended beyond the above period by the parties for a period listed in Section 5a under the same conditions and provisions unless either party, by written notice to the other, gives notice of its intent to terminate this Agreement two years prior to the commencement of the school year in which the proposed termination is to take effect. Such notice shall be sent by registered mail, return receipt requested, to the Superintendent of Schools. This Agreement may be reopened for discussion by either community in the event of Legislation or any event that materially affects the operation or costs of this Agreement, and may be modified by mutual written agreement signed by both parties. Notwithstanding the above, it is the intent of the parties to meet on or before September 1, 2011 to discuss whether this Agreement shall be extended, revised, or terminated in their respective best interests in accord with this Agreement.

10. Attached to and hereby made a part of this Agreement is Attachment A: Memorandum of Understanding Between Swampscott School Committee and Nahant School Committee.

11. Curriculum Coordination: To that end both communities will
- Include a representative of each community in the selection process for any elementary textbooks
 - Share professional development plans and open professional development opportunities to instructional staff in both districts within the budget constraints of each community
 - Explore grant writing opportunities that further mutual program and curriculum goals
 - Invite the appropriate representative of the Johnson School to participate in curriculum development activities wherever possible

12. Shared Services
- a. School Lunch Partnership for the Johnson School per attached agreement
 - b. Procurement of instructional and non-instructional supplies and materials through the Special Education Consortium
 - c. Procurement of Special Education Transportation when possible
 - d. Procurement of instructional and non-instructional services wherever possible

13. All contract disputes that cannot be resolved by the parties privately will be initially referred to a Mediation process developed by the parties to this Agreement, acting through a separate sub-committee.

IN WITNESS WHEREOF, the Town of Nahant and the Town of Swampscott have caused this Agreement to be signed and delivered by their respective School Committees as of the day and year first written above.

SCHOOL COMMITTEE OF THE
TOWN OF SWAMPSCOTT

By: 

Mary DeChillo, Chair

SCHOOL COMMITTEE OF THE
TOWN OF NAHANT

By: 

Gallanne M. Reeh, Chair

MEMORANDUM OF AGREEMENT
BETWEEN THE SWAMPSCOTT SCHOOL COMMITTEE AND
THE NAHANT SCHOOL COMMITTEE

The Swampscott School Department and the Nahant School Department agree to the following:

1. **INFORMATION MADE AVAILABLE**

- a. Changes in school calendar including early dismissal of students.
- b. Data on Nahant students furthering their education after graduation.
- c. Quarterly marks and class rank data of Nahant students.
- d. Information on any major disciplinary problems involving Nahant students.
- e. Report on students having seven days of absenteeism in one year.
- f. Report on students in danger of being retained.

2. **ORIENTATION AND TRANSITION**

- a. Swampscott administration will inform the Nahant Superintendent of all student and parent orientation programs in course selection, student placement, and school practices, and activities by guidance personnel and administrators.

During each school year, the Nahant Superintendent will initiate a joint meeting between sixth grade teacher representatives of the Swampscott Middle School and the Johnson School.

- b. Transition plans by Swampscott will include, but are not limited to:

In Spring, prior to the close of school:

- The Principal of the Swampscott Middle School will visit the Johnson School in Nahant for a student orientation session.
- The Assistant Principal of the Swampscott Middle School will consult with sixth grade teachers in Nahant to discuss transitioning of students, i.e. scheduling course selection etc.
Evening orientation program will be held for Nahant parents at Swampscott Middle School
- Nahant sixth grade students will visit Swampscott Middle School and participation in a building tour, as well as a question and answer period.
- Nahant shall notify the Swampscott Pupil Personnel Office of the possible, probably number of identified students for the next year no later

than March 21. The types of services will be completely revealed to representatives from Swampscott. Representatives of the Swampscott Pupil Personnel Services Office may attend and participate in the IEP transition meetings at the Johnson School, Nahant, during May at a mutually agreed upon date and time.

- Nahant shall transmit all appropriate special education files to the Swampscott Pupil Personnel Services Office by July 1 of the year preceding a student's entry into the Swampscott Public Schools.

Late Summer:

- An evening orientation program may be held at Swampscott Middle School for incoming students and parents.

CURRICULUM/IN-SERVICE


Whenever possible, curriculum and staff development opportunities will be shared by Nahant and Swampscott (K-12).

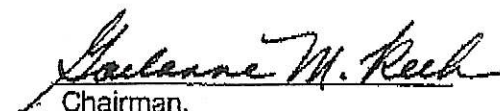
STANDARDIZED TESTING

All group standardized testing, MCAS Testing etc, at the Nahant Schools shall be available to the Swampscott School Department and similar testing as it pertains to Nahant students at Swampscott High School shall be available to Nahant school officials.

COORDINATION

- School administrators of Nahant and Swampscott shall meet at least quarterly to discuss, evaluate, and coordinate educational programs and objectives. Whenever possible, school calendars will be coordinated regarding dates of starting, vacation, early dismissals etc.
- The Swampscott and Nahant School Committees will meet once per year prior to Thanksgiving. The meeting will be initiated by the Chairmen of both Committees on a mutually agreed upon date.


Chairman,
Swampscott School Committee


Chairman,
Nahant School Committee