

SANFORD SCHOOL COMMITTEE

and

ACTON SCHOOL COMMITTEE

Contract to Provide Education Service

This agreement is by and between the Sanford School Committee, hereinafter referred to as Sanford, and the Acton School Committee, hereinafter referred to as Acton.

Whereas said Acton is desirous of having said Sanford provide for the education of all of its students in grades 9-12, and said Sanford is desirous of providing said education, this Agreement is entered into by both parties.

Now, therefore, the parties hereto do covenant and agree to as follows:

1. Sanford agrees to be the exclusive provider of education for all public-school students in grades 9-12 who are legal residents for school attendance purposes of the Town of Acton, Maine. Acton may, for the duration of the Agreement, negotiate, a Superintendent's Agreement for individual Acton 9-12 students.
2. **Private School Students:** Acton may, for the duration of this Agreement, pay tuition, at the rate established by state law, to private schools approved for tuition purposes (as of the date this agreement is executed) for those Acton 9-12 students who elect to attend such private schools. During the term of the agreement, the number of Acton students enrolled in Sanford, in a given year shall be no less than 90% of the prior years' average Acton tuition student count.
3. Once enrolled at Sanford High School, Acton students shall be permitted to remain at Sanford High School until they complete their courses of study, subject to the right and duty of Sanford to expel students as provided by law.
4. **Program and/or Related Services Costs:**
 - a. Should it be determined by an Individual Education Plan (said Individual Education Plan Team to consist of at least one member designated by the Acton Superintendent, if desired) that an Acton student requires a special education program and /or related services beyond that which is provided by existing programs, the financial responsibility for the provision of said program or services lies with Acton.
 - b. For Acton students enrolled at Sanford High School, but who are placed, through the special education process or otherwise, at a different school, full tuition shall not be paid to Sanford, but any guidance, special education, administrative or IEP related services shall be billed to Acton at the prorated, per diem cost of the Sanford employee(s) providing the service(s).
5. All Acton students shall be subject to all policies and procedures of Sanford and shall be entitled to all programs provided to Sanford students.
6. Sanford agrees to provide to Acton periodic reports on the academic progress and attendance of Acton students, subject to applicable law governing confidentiality of student records. Such reports may include Maine education assessment scores, SAT scores, accreditation reports of NEASC (but

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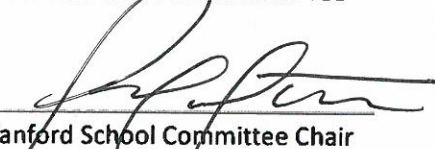
excluding any portions of any such accreditation report which the accreditation agency has requested be kept confidential), post-secondary plans/placement of graduating 12th graders, course descriptions and academic regulations (once per year prior to opening of each school year), any follow up studies of graduating classes, attendance rates, and failure rates.

7. The annual tuition rate for Sanford educating Acton students grades 9-12 shall be based on the Maine Department of Educations' State Average Secondary Tuition Rate. The tuition rate shall be the prior year's Secondary Tuition Rate as provided by the Department. (e.g. the Acton tuition rate for the 2022.2023 school year shall be the Maine DOE State Average Secondary Tuition Rate for the FY2021.2022 as reflected on the Maine DOE website under [https://www.maine.gov/doe/sites/maine.gov.doe/files/inline/files/2020 21 SecTuitionRate 25Feb2021.pdf](https://www.maine.gov/doe/sites/maine.gov.doe/files/inline/files/2020%2021_SecTuitionRate_25Feb2021.pdf) [Maine.gov/doe](https://www.maine.gov/doe). Once determined such rate shall remain fixed during the school year and not be adjusted to reflect an updated rate.
8. Sanford and Acton agree that this agreement will take effect on July 1, 2023, shall be for a ten-year (10) period and shall terminated on June 30, 2033. The parties shall meet and negotiate concerning a successor agreement no later than January 1, 2031.

In Witness whereof the parties set their hands.

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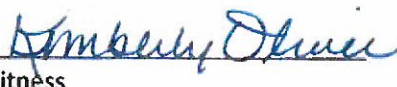

Sanford School Committee Chair


Acton School Committee Chair

5/13/2022
Date

4-7-22
Date


Witness


Witness

5/13/2022
Date

4/7/2022
Date