

CONNECTICUT STATE BOARD OF EDUCATION

IN RE: : **PETITION FOR**
: **DECLARATORY RULING**
:
PETITION OF : **CASE NO. _____**
NORWICH FREE ACADEMY :
FOR A DECLARATORY RULING : **April 13, 2023**

PETITION FOR DECLARATORY RULING

I. Introduction

Pursuant to Connecticut General Statutes § 4-176, and Regulations of Connecticut State Agencies § 10-4-21 *et seq.*, Petitioner, Norwich Free Academy, an incorporated and independently endowed academy approved to provide public secondary education in the state of Connecticut pursuant to Connecticut General Statutes § 10-34 under the supervision of its Board of Trustees,¹ each having a business address at 305 Broadway, Norwich, Connecticut 06360 (collectively, "NFA"), hereby submits this petition for declaratory ruling to the Connecticut State Board of Education ("SBE"). This petition arises from a dispute between NFA and the Bozrah Board of Education, a local board of education established pursuant to Title 10 of the Connecticut General Statutes having a business address at 8 Bozrah Street Extension, P.O. Box 185, Bozrah, CT 06334 ("BBOE"). NFA petitions for a declaratory ruling regarding the applicability of Connecticut General Statutes §§ 10-33 and 10-34 to specified circumstances described herein related to the payment of tuition to NFA by the BBOE regarding three (3) children residing in Bozrah while attending NFA, and more specifically requests that the SBE rule, pursuant to §§ 4-176, 10-33, and 10-34: (1) For as long as NFA is a designated high school of the

¹ "[T]he board of trustees of an endowed high school, such as Norwich Free Academy, has the same status as a board of education of a public high school. See General Statutes § 10-34." *Petrowski v. Norwich Free Academy*, 199 Conn. 231, 232 n.1, 506 A.2d 139 (1986).

BBOE, the BBOE is required to pay to NFA tuition for children residing in Bozrah and attending NFA; (2) the BBOE is responsible for the payment to NFA of tuition attributable to Student A's² attendance at NFA during the 2021-2022 school year; (3) the BBOE is responsible for the payment to NFA of tuition attributable to Student B's attendance at NFA during the 2022-2023 school year; and (4) the BBOE is responsible for the payment to NFA of tuition attributable to Student C's attendance at NFA during the 2022-2023 school year.

II. Jurisdiction

Connecticut General Statutes § 4-176(a) provides:

Any person may petition an agency, or an agency may on its own motion initiate a proceeding, for a declaratory ruling as to the validity of any regulation, or the applicability to specified circumstances of a provision of the general statutes, a regulation, or a final decision on a matter within the jurisdiction of the agency.

Conn. Gen. Stat. § 4-176(a). The SBE is a state agency created pursuant to Connecticut General Statutes § 10-1, and as part of its duties, has "general supervision and control of the educational interests of the state, which interests shall include preschool, elementary and secondary education, special education, vocational education and adult education" Conn. Gen. Stat. § 10-4.

III. Relevant Provisions of the General Statutes

Connecticut General Statutes § 10-33 provides:

Any local board of education which does not maintain a high school shall designate a high school approved by the State Board of Education as the school which any child may attend who has completed an elementary school course, and such board of education shall pay the tuition of such child residing with a parent or guardian in such school district and attending such high school.

² The names of students relevant to the underlying dispute have been replaced with letters to protect their identities.

Conn. Gen. Stat. § 10-33. Connecticut General Statutes § 10-34 provides:

The State Board of Education may examine any incorporated or endowed high school or academy in this state and, if it appears that such school or academy meets the requirements of the State Board of Education for the approval of public high schools, said board may approve such school or academy under the provisions of this part, and any town in which a high school is not maintained shall pay the whole of the tuition fees of pupils attending such school or academy, except if it is a school under ecclesiastical control.

Conn. Gen. Stat. § 10-34. Sections 10-33 and 10-34 are part of the “statutory scheme developed by the legislature . . . to fulfill the state constitutional mandate that a free public education at the secondary school level be provided to all children residing in Connecticut.” *Bd. of Trustees v. Freedom of Info. Comm’n*, 181 Conn. 544, 547, 436 A.2d 266 (1980); see also *Desmond v. Freedom of Info. Comm’n*, Docket No. HHBCV186042319S, 2019 Conn. Super. LEXIS 1919, at *27 (Super. July 1, 2019) (Sections 10-33 and 10-34 mandate payments to designated high schools to fulfill the state constitutional obligation to provide free primary and secondary education).

IV. Relevant Facts and Discussion

A. The Relationship of the Parties

“Norwich Free Academy is a privately endowed secondary school which exists by virtue of a corporate charter granted by the General Assembly in 1854;” *Petrowski v. Norwich Free Academy*, 199 Conn. 231, 232 n.1, 506 A.2d 139 (1986); and is a high school approved by the SBE pursuant to § 10-34. See Conn. Gen. Stat. § 10-282 (describing Norwich Free Academy as “furnishing education for public school pupils under the provisions of section 10-34”); *Choiniere v. Norwich Free Academy, Freedom of Info. Comm’n*, Docket No. FIC 90-97, 1991 CT FOI Comm. Decs. LEXIS 165, *2 (Feb. 27, 1991) (“It is found that the respondent academy . . . is approved by the State Board of

Education pursuant to 10-34, G.S.”); see also Conn. Gen. Stat. § 10-76o (“The boards of trustees of the Gilbert School, Norwich Free Academy and Woodstock Academy shall provide for their students special education programs required to be provided by local and regional school districts . . .”).

Pursuant to Connecticut General Statutes § 10-240, the BBOE is charged with maintaining control of the public schools within the Bozrah public school district (“Bozrah Public Schools” or “BPS”). The BBOE, through Bozrah Public Schools, maintains an elementary school, Fields Memorial School, serving preschool through grade 8 students. The BBOE does not maintain a high school, and therefore, in accord with § 10-33, designates certain high schools located outside of Bozrah as the school which any child who has completed an elementary school course residing with a parent or guardian in the Bozrah public school district may attend. Since at least April 2, 2019, and, upon information and belief, for several decades prior thereto, the BBOE has designated NFA as one of its “Designated High Schools.” See Bozrah Board of Education Policy 5034 (Rev. Apr. 2, 2019) (**attached as Exhibit A**) (“The Bozrah Board of Education has selected Norwich Free Academy and Lyman Memorial High School as its Designated High Schools. Students may not, however, enroll at or transfer to Lyman Memorial High School after October 1st of any given school year.”).

In furtherance of the BBOE’s obligations under § 10-240, the BBOE and NFA are parties to an agreement effective July 1, 2020 through June 30, 2025 premised on the BBOE’s “desire[] to avail itself of [NFA]’s high school facilities for the purpose of providing a high school education to all eligible students from the [BBOE];” (Agreement dated July 1, 2020, **attached as Exhibit B**) (“Agreement”); and which expressly states: “As provided

by Connecticut General Statutes Section 10-33, the [BBOE] recognizes [NFA] as an approved designated high school, as of July 1, 2020 - June 30, 2025. Such designation shall continue during the term of this Agreement and any extensions, unless terminated by either party" (Ex. B.) Paragraph 6 of the Agreement, captioned "Tuition and Expenses," contains the parties' agreement regarding the payment of tuition by the BBOE to NFA which, as the Agreement states, is intended to allow the parties to "be able to bring more certainty to their budgetary processes" (Ex. B.) Section A of Paragraph 6 states, in relevant part:

Academy Determination of Tuition. The tuition in each year of this Agreement for all programs shall be established by the Trustees of the Academy.

The sending Board shall pay a total tuition established by the Academy for the following school year which shall be based on the number of students in attendance on the October 1st census date, as set forth under Section B below.

Except as set forth under "Special Education Tuition" regarding adjustments for services rendered for special education students and/or students who require a change in program placement, the Academy shall accept payments based on the October 1st census date as payment in full for the following school year regardless of whether the number of students in attendance during the school year is greater than or less than the number in attendance on the October 1st census date.

(Ex. B.) Section B of Paragraph 6, as referenced above in Section A, provides:

General Education Tuition. The per student general education tuition for the following school year shall be determined by using the number of students from the sending Board in attendance on the census date of October 1st of the then current school year.

Special Education Tuition. Tuition for special education students shall be determined on October 1st of the then current school year.

Adjustments for services rendered for special education students and/or students who require a change in program placement (in accordance with the student's Individualized Education Program) shall be addressed as part of the February 15th invoice (prospectively through June 30th of such calendar year). A February 1st census will be used as the basis for the adjustments to the February 15th special education invoice.

Specialty Programs: Tuition for students participating in specialty programs shall be determined on October 1st of the then current school year.

Specialty programs delineated by the Academy wherein the Academy charges a tuition that is higher than the general education tuition, such as, but not limited to the Sachem Campus Program, shall be included as part of the February 1st census and the February 15th special education invoice.

(Ex. B.) NFA has similar agreements with other local boards of education for which it is a designated high school which are generally referred to as sending boards or partner boards of NFA. In sum, under the terms of the Agreement and the similar agreements with other sending boards, tuition for a special education student or a student participating in a specialty program is paid during the then-current school, while tuition for a general education student—i.e., a student who is not a special education student or a student participating in a specialty program as determined as of October 1 of that school year and documented in annually compiled census reports sent to each sending board—is effectively realized the following school year rather than during the then-current school year. For example, if a general education student attends NFA during the 2023-2024 school year, as identified in a general education student census report as of October 1, 2023, the tuition associated with that student's attendance will be included as part of the total general education student tuition due from the student's responsible sending board for the 2024-2025 school year. Meanwhile, if a special education student attends NFA during the 2023-2024 school year, as identified in a special education student census

report as of October 1, 2023, the tuition associated with that student's attendance will be due during the 2023-2024 school year (with adjustments made as appropriate as part of a February 15, 2024 invoice as described in the Agreement).

B. Student A and Tuition Attributable to Student A's NFA Attendance During the 2021-2022 School Year

Student A is a grade 11 general education student at NFA and was first enrolled at NFA at the beginning of the 2020-2021 school year as a grade 9 student. Student A was enrolled by NFA upon receipt of a fax from BPS dated September 3, 2020 (**attached as Exhibit C³**), consisting of a fax cover sheet describing itself as regarding "new registration for Bozrah – grade 9," and including a completed NFA "Residency Affidavit and Pre-Registration Approval Form" dated September 3, 2020 ("Residency Form"). The Residency Form includes Student A's residential address—an address in Bozrah—and is signed by Student A's parent and BPS's then-current Superintendent. It also states the following:

The town of Bozrah has reviewed this form and is recommending that the above-named individual complete the registration process for Norwich Free Academy. The Town of Bozrah assumes the cost of tuition for this individual for the remainder of his/her high school career as long as the above-named individual maintains the residency as stated above or remains within the sending district.

(Ex. C.) Student A remained enrolled at NFA and attended school there during the 2020-2021 (grade 9) and 2021-2022 (grade 10) school years and continues to attend NFA during the current 2022-2023 (grade 11) school year. In September 2022, at the beginning of the current 2022-2023 school year, NFA was provided notice by Norwich

³ The names of all students contained in the exhibits attached hereto have been redacted to protect their identities, with the names of the students relevant to the underlying dispute replaced with letters. See note 1.

Public Schools (“NPS”) that Student A had moved to Norwich and had proven residency in Norwich. Like the BBOE, the Norwich Board of Education (“NBOE”) is a sending board of NFA whose students regularly attend NFA as a designated high school of the NBOE.

Student A was included on the October 1, 2020 general education census report of BPS students at NFA without objection from the BBOE. Student A was also included on the October 1, 2021 general education census report of BPS students at NFA—which is used to calculate the tuition due for the 2022-2023 school year—but the BBOE objected to Student A’s inclusion on that 2021 general education census and refused to pay for the tuition due during the 2022-2023 school year attributable to Student A’s attendance at NFA during the 2021-2022 school year. Student A was *not* included on any October 1, 2022 census report of BPS students at NFA (Student A was included on the general education census report of NPS students instead), and therefore, there is no dispute concerning tuition attributable to Student A’s attendance at NFA during the current school year (as would be due during the 2023-2024 school year).

The BBOE, through its Superintendent, contends that Student A did not reside in Bozrah during the 2021-2022 school year and/or as of the October 1, 2021 census date, but instead resided in Norwich, and therefore, that the NBOE is responsible for the tuition attributable to Student A during the 2021-2022 school year. At no time prior to September 2022, however, was NFA notified—whether by the BBOE, BPS, Student A, Student A’s parent(s), or otherwise—that Student A did not reside in Bozrah or resided anywhere other than Bozrah, and NFA has no knowledge or record—prior to September 2022—that Student A had moved to Norwich or otherwise resided in Norwich prior thereto. Throughout the 2021-2022 school year, NFA treated Student A as residing in Bozrah,

including by using Student A's registered Bozrah address on student records and correspondence (see, e.g., student records **attached as Exhibit D**), and reporting Student A as a resident of Bozrah to the Connecticut State Department of Education via the Public School Information System ("PSIS") (see, e.g., PSIS records regarding the 2021-2022 school year **attached as Exhibit E**). The BBOE and BPS have not provided any written evidence that Student A did not live in Bozrah during the 2021-2022 school year and have never provided any evidence of disenrollment of Student A from BPS and/or enrollment elsewhere, whether initiated by Student A and/or Student's parent(s), or by BPS (in accord with the requirements of Connecticut General Statutes § 10-186⁴ or otherwise). Accordingly, pursuant to § 10-33's mandate that a local board of education that designates NFA as its designated high school shall pay the tuition of a child residing in that board's school district and attending NFA, and § 10-34's mandate that the town in which a high school is not maintained shall pay the whole of the tuition fees of pupils attending such school or academy, NFA seeks a declaratory ruling that the BBOE is responsible for the payment to NFA of tuition attributable to Student A's attendance at NFA during the 2021-2022 school year.

C. Student B and Tuition Attributable to Student B's NFA Attendance During the 2022-2023 School Year

Student B is a grade 12 special education student at NFA and was first registered to enroll at NFA as a grade 9 student while residing in Norwich prior to the beginning of the 2019-2020 school year. On July 25, 2019, after Student had pre-registered for enrollment at NFA while living in Norwich, but prior to the start of the 2019-2020 school

⁴ General Statutes § 10-186 sets forth the statutory procedure by which a local or regional board of education may deny a child school accommodations including on the basis of residency.

year, BPS notified NFA via email that Student B was residing in Bozrah temporarily. Student continued to reside in Bozrah during the 2019-2020 school year while in grade 9 at NFA. At the end of the 2019-2020 school year, in June 2020, Student B moved back to Norwich and resided there during the 2020-2021 school year when Student B was in grade 10. Student B continued to reside in Norwich at the beginning of the 2021-2022 school year when Student B was in grade 11 until on or about December 23, 2021, when Student B was identified by NFA as having moved back to Bozrah—to the same Bozrah address that Student B had lived at during the 2019-2020 school year—and living there as a “homeless child or youth” under the McKinney-Vento Homeless Assistance Act, Subtitle VII-B, as Reauthorized by Title IX, Part A of the Every Student Succeeds Act of 2015, codified at 42 U.S.C. § 11431 *et seq.* (“McKinney-Vento”), while sharing the residence of another (sometimes referred to as “doubled up” or “doubling up”). NFA notified BPS of Student B’s residency in Bozrah and BPS subsequently ensured that Student B was provided transportation to NFA from Bozrah. Less than one month later, on January 18, 2022, Student B’s parent(s) sold their Norwich home (their previous residential address) and as a result, Student B became permanently housed in Bozrah. Student B lived in Bozrah for the remainder of the 2021-2022 school year and during the current 2022-2023 school year—where Student B was sent correspondence from NFA (*see, e.g.*, student records **attached as Exhibit F**)—until recently, in or about January 2023, when Student B moved back to Norwich.

Student B was incorrectly included on the October 1, 2022 special education census report of NPS students at NFA with a Bozrah address. NPS notified NFA of the error, and when NFA notified the BBOE that Student B should have been included on the

October 1, 2022 special education census report of BPS students at NFA, the BBOE objected, and has refused to pay for the tuition due during the 2022-2023 school year for Student B's attendance at NFA during the 2022-2023 school year. The BBOE, through its Superintendent, contends that Bozrah is not responsible for Student B's tuition because Student B and/or Student B's parent(s) did not register Student B with BPS, claiming:

NFA had a responsibility to inform families that proof of residency needs to be established in their town of residence prior to the October 1 census. Either NFA failed to inform the families of this need, or the families failed to follow through. In either case, Bozrah cannot be held responsible for the failure of other parties. We are unable to pay tuition for students who did not reside in town or those who *might* live in town but for whom we have no verification of their residency.

(October 27, 2022 email **attached as Exhibit G** (emphasis in original).) The BBOE does not appear to dispute that Student B lived in Bozrah during the current school year as of the October 1, 2022 census date, but instead, claims that Student B and/or Student B's parent(s) failed to register with BPS and/or complete the registration process, and as a result, the BBOE is not responsible for the tuition attributable to Student B's attendance at NFA.

Neither § 10-33 nor § 10-34 makes any reference to compliance with registration requirements as a prerequisite or condition of their statutory mandates that a local board of education "shall pay the tuition of such child residing with a parent or guardian in such school district," and that "any town in which a high school is not maintained shall pay the whole of the tuition fees of pupils attending [an SBE-approved] school or academy." See Conn. Gen. Stat. §§ 10-33, 10-34. The absence of any procedural requirements is consistent with federal law and public policy under McKinney-Vento. Specifically, McKinney-Vento requires that a homeless child or youth be provided immediate

enrollment “even if the child or youth—(l) is unable to produce records normally required for enrollment, such as previous academic records, records of immunization and other required health records, **proof of residency**, or other documentation. . . .” 42 USC 11432(g)(3)(c)(i) (emphasis added); and pending final resolution of any disputes regarding the homeless child or youth’s eligibility or enrollment under McKinney-Vento. 42 USC 11432(g)(3)(e)(i); see also Connecticut General Statutes § 10-186(b)(3) (implementing the requirements of McKinney-Vento under Connecticut state law and requiring that during a dispute regarding the provision of school accommodations to a homeless child or youth, that the child “continue in attendance or be immediately enrolled”). Pursuant to § 10-33 and 10-34’s *unconditional* mandates that a local board of education or town that designates NFA as its designated high school shall pay the tuition of a child residing in that board/town’s school district and attending NFA, NFA seeks a declaratory ruling that the BBOE is responsible for the payment to NFA of tuition attributable to Student B’s attendance at NFA during the 2022-2023 school year.

D. Student C and Tuition Attributable to Student C’s NFA Attendance During the 2022-2023 School Year

Student C is a current grade 11 general education student at NFA and was first enrolled at NFA prior to the beginning of the current 2022-2023 school year as a transfer student after moving from another Connecticut town to Bozrah. Student C’s former town of residence maintains its own high school and therefore has not designated NFA as a designated high school for its resident children and is not a sending board/town of NFA. Student C’s parent(s) applied for enrollment at NFA using NFA’s online enrollment system available on its website on or about August 18, 2022. In that submission (copy **attached as Exhibit H**), Student C’s parent(s) listed Student C’s current legal town of residence as

Bozrah. Student C was included on the October 1, 2022 general education census report of BPS students at NFA, and BPS confirmed with NFA on October 6, 2022 that BPS was aware that Student C and Student C's family were living in Bozrah as of that date (see October 6, 2022 email **attached as Exhibit I**).

Similar to its position concerning tuition regarding Student B, the BBOE, through its Superintendent, contends that Bozrah is not responsible for the tuition due during the 2023-2024 school year for Student C's attendance at NFA during the 2022-2023 school year because Student C and/or Student C's parent(s) did not complete a residency verification form for Student C. (See Ex. G.) Like with Student B, the BBOE does not appear to dispute that Student C is presently living in Bozrah, including as of the October 1, 2022 census date, but instead, claims that Student C and/or Student C's parent(s) failed to register with BPS and/or complete the registration process, and as a result, the BBOE is not responsible for the tuition attributable to Student B's attendance at NFA. Pursuant to §§ 10-33 and 10-34's mandates that a local board of education or town that designates NFA as its designated high school shall pay the tuition of a child residing in that board/town's school district and attending NFA, NFA seeks a declaratory ruling that the BBOE is responsible for the payment to NFA of tuition attributable to Student C's attendance at NFA during the 2022-2023 school year.

V. Conclusion and Requested Remedies


For all the foregoing reasons, Petitioner requests that the State Board of Education issue the following declaratory rulings pursuant to General Statutes §§ 4-176, 10-33, and 10-34:

1. For as long as Norwich Free Academy is a designated high school of the Bozrah Board of Education, the Bozrah Board of Education is required to pay

to Norwich Free Academy tuition for children residing in Bozrah and attending Norwich Free Academy.

2. The Bozrah Board of Education is responsible for the payment to Norwich Free Academy of tuition attributable to Student A's attendance at Norwich Free Academy during the 2021-2022 school year.
3. The Bozrah Board of Education is responsible for the payment to Norwich Free Academy of tuition attributable to Student B's attendance at Norwich Free Academy during the 2022-2023 school year.
4. The Bozrah Board of Education is responsible for the payment to Norwich Free Academy of tuition attributable to Student C's attendance at Norwich Free Academy during the 2022-2023 school year.

**PETITIONER,
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Petition for Declaratory Ruling has been served upon the following by certified mail, regular mail, and email this 13th day of April, 2023:

Connecticut State Board of Education
c/o Office of the Commissioner
Connecticut State Department of Education
450 Columbus Boulevard
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charlene.russell-tucker@ct.gov

Adverse Parties:

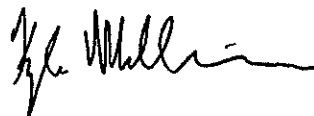
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Interested Parties:

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Kyle A. McClain

EXHIBIT A

SCHOOL ATTENDANCE AREAS

High School Attendance Areas

The Bozrah Board of Education has selected **Norwich Free Academy** and Lyman Memorial High School as its Designated High Schools. Students may not, however, enroll at or transfer to Lyman Memorial High School after October 1st of any given school year.

Students are also eligible to attend-but must apply and be accepted-at either Lyman Memorial High School (agricultural science and technology education center only) or Norwich Technical High School. If the desired course of study is not offered at Norwich Technical High School, a student may choose to attend the nearest CT State Technical School that offers said program.

Students are also eligible to attend New London Science and Technology High School, Marine Science High School or Waterford High School. However, the Board does not provide transportation services to those three institutions.

Parents shall designate an academic program by December 31st of the year prior to which the student is to enroll in an eligible academic program. Students are prohibited from enrolling in the agricultural science and technology education center at Lyman Memorial High School after December 31st of the year preceding the year in which enrollment is desired. Students are also prohibited from transferring to the agricultural science and technology education center at Lyman Memorial High School midyear.

Legal Reference: Connecticut General Statutes
10-33 Tuition in towns in which no high school is maintained

Policy
Adopted: 10/09/90
Reviewed: 07/20/93
Revised: 01/09/96
Revised: 04/08/97
Revised: 06/24/08
Revised: 04/27/09
Revised: 03/20/18
Revised: 04/02/19

BOZRAH PUBLIC SCHOOLS
Bozrah, Connecticut

EXHIBIT B

**AGREEMENT BETWEEN THE BOZRAH BOARD OF EDUCATION AND
NORWICH FREE ACADEMY**

This Agreement is effective this 1st day of July, 2020, by and between the BOZRAH BOARD OF EDUCATION, located at Fields Memorial School, 8 Bozrah Extension, P.O. Box 185, Bozrah, CT 06334 (hereinafter the "sending Board"), and the NORWICH FREE ACADEMY, a Connecticut privately governed non-stock corporation located at 305 Broadway, Norwich, CT 06360 (hereinafter the "Academy").

WHEREAS the Academy maintains a privately governed high school approved by the Connecticut State Board of Education, which provides facilities for a high school education, grades nine (9) through twelve (12) inclusive, and

WHEREAS the sending Board desires to avail itself of the Academy's high school facilities for the purpose of providing a high school education to all eligible students from the sending Board;

NOW THEREFORE, in consideration of the mutual promises, covenants and stipulations set forth herein, the sending Board and the Academy agree as follows:

1. The Academy will furnish educational facilities, instruction and courses for grades nine through twelve, as required and in compliance with applicable provisions of the Connecticut General Statutes and related regulations of the State Board of Education for all of the qualified students residing in the town of the sending Board and designated by the sending Board, who elect to seek a comprehensive high school general education program at the Academy, subject to all the requirements, privileges, restrictions, rules and regulations, and awards accorded the Academy's student body.
2. As provided by Connecticut General Statutes Section 10-33, the sending Board recognizes the Academy as an approved designated high school, as of July 1, 2020 - June 30, 2025. Such designation shall continue during the term of this Agreement and any extensions, unless terminated by either party as set forth in paragraph 11 herein.
3. The Academy and the sending Board recognize that the type, frequency and duration of special education related services must be individualized based on the individual needs of each special education student.

In furtherance of the needs of special education students, the Academy agrees to provide a wide range of special education opportunities to all students of the sending Board requiring special education as well as furnish the special education and related services outlined in the students' IEP that the Academy is able to provide.

The parties acknowledge, however, that the Academy may not be able to provide a free, appropriate public education to certain students of the sending Board for whom

education in regular classes with the use of supplemental aids and services cannot be achieved satisfactorily.

The parties therefore agree that if the PPT determines that a student must be placed in a program or facility other than the Academy, the sending Board shall have the financial responsibility for such placements.

4. The Academy agrees to make available to the sending Board, upon request, a copy of the Academy's Portfolio of Specialty Services and Programs.
5. Representatives of the sending Board and the Academy shall confer on the appropriate manner of providing any homebound instruction required by the sending Board's general education and special education students enrolled at the Academy in accordance with applicable state regulations.

The sending Board shall be responsible for providing such homebound instruction.

The cost for such homebound instruction shall be paid directly by the sending Board, with the exception of students who are expelled by the Academy (or by an impartial hearing board established by the Academy).

If an alternative educational opportunity is required to be provided under Connecticut General Statutes Section 10-233d(d) to a student expelled by the Academy (or by an impartial hearing board established by the Academy) the Academy will provide the alternative educational opportunity to the expelled student in a manner determined by the Academy in accordance with Connecticut General Statutes Section 10-233d(d).

6. **Tuition and Expenses**

So that both the Academy and the sending Board shall be able to bring more certainty to their budgetary processes, the parties agree to the following with respect to general education, special education and specialty programs.

A. General Provisions.

Academy Determination of Tuition. The tuition in each year of this Agreement for all programs shall be established by the Trustees of the Academy.

The sending Board shall pay a total tuition established by the Academy for the following school year which shall be based on the number of students in attendance on the October 1st census date, as set forth under Section B below.

Except as set forth under "Special Education Tuition" regarding adjustments for services rendered for special education students and/or students who require a change in program placement, the Academy shall accept payments based on the

October 1st census date as payment in full for the following school year regardless of whether the number of students in attendance during the school year is greater than or less than the number in attendance on the October 1st census date.

Notification of Tuition. Not later than February 1st of each year of this Agreement, The Academy shall notify the sending Board of the: (a) full-time general education tuition per student for the following school year; and (b) the full-time special education tuition per student for each Academy program available to special education students for the following school year; and (c) the full-time tuition for specialty programs such as, but not limited to, the Sachem Campus Program for the following school year.

Tuition Increase. In the event of a tuition increase, such increase shall apply to all programs: general education, special education and specialty programs. If the Academy changes the tuition for any of its programs (beyond a tuition increase), the sending Board will be advised of the change and the basis for the change.

B. Tuition.

General Education Tuition. The per student general education tuition for the following school year shall be determined by using the number of students from the sending Board in attendance on the census date of October 1st of the then current school year.

Special Education Tuition. Tuition for special education students shall be determined on October 1st of the then current school year.

Adjustments for services rendered for special education students and/or students who require a change in program placement (in accordance with the student's Individualized Education Program) shall be addressed as part of the February 15th invoice (prospectively through June 30th of such calendar year). A February 1st census will be used as the basis for the adjustments to the February 15th special education invoice.

Specialty Programs: Tuition for students participating in specialty programs shall be determined on October 1st of the then current school year.

Specialty programs delineated by the Academy wherein the Academy charges a tuition that is higher than the general education tuition, such as, but not limited to the Sachem Campus Program, shall be included as part of the February 1st census and the February 15th special education invoice.

C. Invoicing and Payments.

The Academy will submit invoices for tuition to the sending Board on or before July 1st, October 1st, January 1st and April 1st of each year.

Quarterly Payments. Payments to the Academy for tuition shall be submitted by the Board to the Academy not later than the 1st of the following month, unless an alternative payment schedule is agreed to in advance by the Academy and the Board.

7. The sending Board shall be responsible for the transportation needs of students to and from the Academy.
8. The Academy shall provide to the sending Board proof of Commercial General Liability insurance for claims arising out of any physical injury that occurs on the premises at which educational services are being provided pursuant to this Agreement as outlined in the attached Certificate of Liability Agreement.

It is understood that said liability insurance shall be only for the premises or school sponsored events of the Academy or such other location at which educational services are being provided by the Academy hereunder.

9. The Academy shall provide, upon written request of the Superintendent of Schools of the sending Board, relevant information with respect to the Board's students enrolled at the Academy. The requested student information may include but is not limited to the following:

(1) quarterly report cards, (2) student attendance for quarter, semester and school year, (3) notification of any student(s) receiving out-of-school suspension(s), (4) student performance on standardized tests or State mandated tests, (5) notification of student withdrawal from the Academy; (6) notification of post-secondary plans of the sending Board's students enrolled at the Academy; and (7) an Academy school calendar for the following school year no later than the last calendar day of February of the then current school year.

Additionally, the Academy will provide the sending Board with a summary of the discussions from the Partner District Bimonthly meeting within two (2) weeks after the conclusion of each meeting.

10. The Academy shall notify and invite the Superintendent of Schools for the sending Board to attend any and all expulsion hearings of students of the sending Board that are initiated by the Academy in accordance with applicable law.
11. This Agreement shall remain in force for a period of five (5) years commencing on July 1, 2020 and ending on June 30, 2025 and will automatically be extended for an additional period of five (5) years upon the same terms and conditions of this Agreement unless either party provides written notice of their intent not to renew the initial Agreement at least twenty-four (24) months prior to expiration of the expiring Agreement. Accordingly, in the event that notice is not provided as set forth herein, this Agreement shall automatically renew for an additional five (5) year period.

Additionally, either party may terminate this Agreement upon any annual commencement date of this Agreement with twenty-four (24) months prior written notice to the other party.

In the event of termination of this Agreement, the termination will be phased in so that all students of the sending Board who attend Grade 9 (or above) at the time of the notice will be permitted to continue to attend the Academy until their graduation at the end of Grade 12 (with the applicable general education or special education tuition for each student determined in accordance with Section 6 herein through each student's respective graduation date).

12. The Academy and the sending Board will work together and endeavor to provide enrichment opportunities and exploratory programs for the sending Board's 7th and 8th grade students. Additionally, they will seek to establish additional joint activities which may include, but are not limited to:
 - a. Encouraging use of the museum, library and public access T.V. facilities.
 - b. Loans of library materials from the Land Library to the library located in the sending Board's town for the sending Board's residents, and
 - c. Providing electronic access to the Land Library to residents of the sending Board's town.
13. This Agreement represents the entire agreement between the parties relative to the matter or subjects herein contained and supersedes any and all other contracts or earlier agreements, written or oral, between them.
14. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties.
15. This Agreement shall be construed and governed by and under the laws of the State of Connecticut.
16. The parties agree that in the event of a dispute regarding the terms and conditions set forth herein, the aggrieved party shall submit a written notice of the dispute to the other party setting forth the specific issues in dispute.

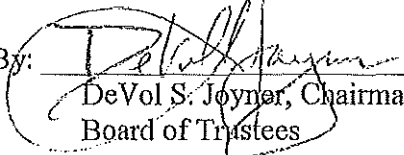
If the parties are unable to resolve the dispute within thirty (30) calendar days of the date of the notice (or, by written agreement of the parties, an extended period of time), and the aggrieved party desires to pursue the matter further, the dispute shall be resolved by use of the Connecticut superior court for New London County.

17. **Notices:** Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be in writing and deemed to have been given: (i) when delivered or refused by hand during regular business hours; (ii) five (5) days after being sent by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested; (iii) the next business day if sent by a reputable national overnight express mail service that provides tracing and proof of receipt or refusal of items mailed; or (iv) when sent if sent by facsimile or email during business hours, addressed to the Academy or the sending Board, as the case may be, at the address or addresses, facsimile number or email address set forth below or such other addresses as the parties may designate in a notice similarly sent. Notice by counsel to a party shall constitute notice from such party. Notices to the Academy and the sending Board shall be delivered as follows:

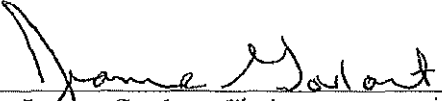
If to the Academy:	Head of School Norwich Free Academy 305 Broadway Norwich, CT 06360
With a copy to:	Chairman, Board of Trustees Norwich Free Academy 305 Broadway Norwich, CT 06360
If to the sending Board:	Chairperson, Bozrah Board of Education Bozrah Public Schools Fields Memorial School 8 Bozrah Extension P.O. Box 185 Bozrah, CT 06334

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 1st day of July, 2020.

NORWICH FREE ACADEMY

By: 
DeVol S. Joyner, Chairman
Board of Trustees

BOZRAH BOARD OF EDUCATION

By: 
Jeanne Goulart, Chairperson
Bozrah Board of Education