

RECOMMENDED

FAAD - TUITION AGREEMENTS (EDUCATION OF NON-RESIDENT STUDENTS)

The MLS School District may educate nonresident students under tuition arrangements authorized by North Dakota law. Tuition must be charged and collected for a nonresident student unless a specific statutory exception applies, including circumstances in which a tuition waiver contract is permitted.

Definitions

- *Admitting/receiving district* is the district to which the request to be enrolled is made.
- *Resident district* is the district in which the student resides with their parent(s), legal guardian(s), or person acting in the absence of a parent or guardian.
- *Nonresident student* is a student whose legal residence is outside the District.

Admission Conditions

The District will admit a nonresident student when admission does not create overcrowding, and one of the following bases for attendance applies:

1. The boards of the resident district and the admitting district have entered into a written contract regarding the student's attendance; or
2. Tuition will be paid by the student's parent(s) under a parent tuition contract; or
3. The grade level required by the student is not offered by the resident district.

The Superintendent or designee shall verify that statutory conditions are satisfied and that appropriate documentation is provided before finalizing enrollment. Documentation may include, as applicable, a written contract between school boards, a parent tuition contract and payment confirmation, or confirmation that the grade level is not offered by the resident district.

Bordering State Students and Cross-Border Attendance

The District may enter a written contract with a school district in a bordering state for the education of students. Any such contract must provide for the payment of tuition at an agreed-upon amount and must be approved as required by law and district practice.

When a resident student attends school in a bordering state under an authorized contract, the student is deemed in attendance in the student's district of residence for applicable reporting purposes, and the student's district of residence is responsible for payments to the bordering-state district as provided in the contract. The District may not agree to accept a student from a bordering state unless the agreed-upon tuition payable

equals or exceeds the amount of state aid the District would have received from this state for a student in the same grade if that student had been attending school in the bordering state.

If the District participates in an authorized cross-border attendance arrangement with South Dakota, participation is governed by the state-level contract between the North Dakota Superintendent of Public Instruction and the South Dakota education authority and any procedures established under that contract.

Student Records and Educational Placement

Prior to enrollment and/or finalizing any written agreement, the Superintendent or designee may require student records and other information reasonably necessary to determine appropriate educational placement, including evaluation records, special education documentation, and/or placement testing.

Tuition Waiver Contract (Same Grade Level)

When the resident district and admitting district both offer the same grade level as that in which the student will be enrolled, the boards may enter into a written tuition waiver contract as permitted by law. This tuition waiver contract option applies to nonresident students whose district of residence is a North Dakota public school district and does not apply to attendance governed by bordering-state contracts or cross-border attendance arrangements. A tuition waiver contract must:

1. Be approved by the boards of both districts;
2. Clearly identify the student(s) covered and the term of the agreement; and
3. Specify transportation arrangements, including whether transportation will be provided and by which district.

If transportation is provided by the admitting district, the admitting district may be entitled to state transportation payments as allowed by law.

Parent Petition for Tuition Payment or Tuition Waiver Contract

When a student seeks to attend the District and the resident district has not already agreed to pay tuition or enter a tuition waiver contract, the student's parent(s) may pursue the statutory petition process with the resident district. A parent may submit a written petition to the resident district board requesting that the resident district either pay tuition required by law so the student may attend another district, or sign a tuition waiver contract with an admitting district that has agreed to admit the student.

The resident district board must meet with the parent(s) and render a decision within thirty (30) days after receiving the petition. The resident board may:

1. Agree to pay tuition;
2. Agree to sign a tuition waiver contract with the admitting district; or
3. Refuse the request.

If the resident district board does not render a decision within the thirty-day period, the petition is deemed approved and the resident district becomes obligated to pay tuition to the admitting district as provided by law. When admission is based on resident-district payment or a tuition waiver contract arising from the petition process, the District may require documentation that the resident district has agreed, is deemed obligated, or has been directed on appeal to pay tuition or sign a tuition waiver contract. If the resident district denies the petition, the parent(s) may appeal to the county superintendent of schools.

Noncompliance by Resident District

If the resident district does not pay tuition or sign a tuition waiver contract as required following the petition/appeal process, the District shall provide notice to the Superintendent of Public Instruction as provided by law.

Tuition Amount and Fees

When tuition is required, the District shall calculate and charge tuition as provided by law, including any applicable limits on the amount payable. The District will not charge or collect from a nonresident student, the student's parent(s), or the resident district any fees or charges not otherwise assessed to resident students. The responsible payer (resident district or parent) will be determined based on the applicable statutory basis for admission and the existence of required written agreements.

For students enrolled under a bordering-state contract or a cross-border attendance arrangement, tuition and related payment obligations are governed by the applicable contract or state-level agreement, and the District will administer billing and collection consistent with those terms and applicable law.

Payment Terms and Billing

When the resident district is responsible for tuition, the District will invoice the resident district consistent with statutory payment timelines. If payment is delinquent, interest, notice, and enforcement steps will be handled as provided by law.

If a parent is paying tuition, the District shall require at least fifty percent (50%) of the total tuition due on the day of enrollment. The parent(s) shall enter into a written contract agreeing to pay any remaining balance on or before December 31 of the applicable school year. Failure to comply with the parent tuition contract may result in

collection actions and/or other remedies available to the District, consistent with law and district practice.

End of MLS Policy FAAD Adopted: 3/26