

**Request for Proposal**  
**Educational Services Grades 9-12**  
December 13, 2022

I. **INTRODUCTION**

1. Summary of Request

The Fremont School District (Fremont) located in Fremont, New Hampshire is seeking proposals from qualified school districts interested in educating and becoming the school of record for all students residing in Fremont, New Hampshire in Grades 9 through 12.

The requested contract term is July 1, 2026 to June 30, 2031, with the right to renew for an additional term of five (5) years by mutual agreement of the Fremont School Board and the School Board of the receiving school district. Any extension term expires June 30, 2036.

In the event the contract is not extended, there shall be a phase out of Fremont students enrolled at the receiving school district's high school by grade. The intent of the phase out is that only those students enrolled at the time of the expiration of the contract shall be permitted to continue their enrollment at the receiving school district's high school until they graduate or no longer qualify for enrollment.

2. Intent

Fremont's intent, and the requirements of the RFP, is to enter into a contract with a qualified school district which will guarantee that all eligible Grades 9 through 12 students residing in Fremont, New Hampshire will have the opportunity to enroll in and be educated by the receiving school district at a reasonable and competitive cost. The tuition rates for regular education, special education and vocational-technical education will be set by contract between Fremont and the receiving school district and known in advance of Fremont's budget approval process.

3. Submission of Responses

- a) Bids must be submitted via U.S. mail and e-mail to:  
Mr. Nathan Castle  
SAU 83  
432 Main Street  
Fremont, New Hampshire 03044  
[ncastle@sau83.org](mailto:ncastle@sau83.org)

- b) Proposals must be received no later than 5PM Friday, March 31, 2023. It is the responsibility of the interested party to ensure the proposal is received by Fremont before the deadline.
- c) Any questions concerning this proposal shall be made in writing and directed to Superintendent Ellen Halliday (ehalliday@sau83.org).

4. Background

Fremont does not maintain a high school and is desirous of having its public school pupils in Grades 9 through 12 attend school nearby. Approximately 160 Fremont residents will be in Grades 9 through 12 during the 2026-2027 school year.

5. Scope of Services Required

A) RFP Overview

The purpose of this RFP is to provide educational services to Fremont residents in Grades 9 through 12 who elect to pursue a public school education. Fremont seeks to enter into a contract with the receiving school district which guarantees that all Fremont residents in Grades 9 through 12 will have the opportunity to be enrolled in and educated by the receiving school district and that the receiving school district will be the school of record (assigned school) for all Fremont residents in Grades 9 through 12. Those Fremont residents who are in Grades 9 through 12 during the 2025-2026 school year may complete their high school education at Fremont's current educational placement (per Fremont's existing Tuition Agreement with its current educational placement) but shall also be allowed to enroll at the receiving school district's high school.

B) The receiving school district shall at all times maintain a high school approved by the appropriate regulatory agency(s) in its jurisdiction.

C) Fremont shall send all of its public school students Grades 9 through 12, with the exceptions noted herein, to the receiving school district for high school education at the receiving school district's high school. The receiving school district shall accept all of Fremont's high school students and afford them the educational services and supports given to the receiving school district's high school students. The receiving school district shall provide

Fremont's students with the same opportunities for education and cultural advancement and improvement as offered to students residing in the receiving school district. These opportunities shall include but not be limited to providing guidance services at Fremont's Ellis School for placement purposes to all Grade 8 students from Fremont and the opportunity for all Fremont high school students to participate in extra-curricular activities, student organizations, athletic programs and vocational-technical education.

Services shall be provided to Fremont students to ensure a successful transition to the receiving school district's high school. These services shall include orientation visits to the high school, administrative and staff meetings with Fremont parents and students, scheduling and placement programs, publications and materials, as well as other planned activities designed for this purpose. The receiving school district will establish/provide a program for meaningful one to one social emotional based conversations that will occur with each incoming Grade 9 Fremont student. These documented conversations will occur during the month of September. The receiving school district's high school administration shall provide the Fremont School Board with a detailed written report describing feedback pertaining to the transition process. This report shall be delivered to the Fremont School Board no later than the Fremont School Board's November school board meeting.

D) The receiving school district shall be deemed the assigned school under New Hampshire law for Fremont students in Grades 9 through 12 with the following exceptions:

- i) Those Fremont students in Grades 9 through 12 enrolled in the Sanborn Regional High School during the 2025-2026 school year who exercise their option to remain enrolled in the Sanborn Regional High School through completion of Grade 12 contingent upon approval by Sanborn.
- ii) Fremont shall not be obligated to enroll in the receiving school district any pupil who has exercised, with the approval of the Fremont School Board, his/her right/choice to attend a public high school other than that maintained by the receiving school district. Nothing herein shall prohibit a lawful re-assignment of a Fremont student on the basis of "best interest" standard, manifest educational hardship or

other standard developed and/or approved by the New Hampshire Department of Education. Home educated and non-public school students residing in Fremont shall be entitled to access the curricular courses and co-curricular programs offered by the receiving school district's high school in accord with the receiving district's policies and with N.H. RSA 193:1-c. For those home educated and non-public school students who access the receiving school district's programs, tuition shall be equitably pro-rated based on the number of courses and co-curricular activities in which the students(s) participate(s).

E) Fremont shall provide transportation to and from the high school in the receiving school district for any of the Fremont students enrolled in the receiving school district's high school on terms and conditions established by the Fremont School Board. This includes transportation for regular education as well as special education students. To the extent that transportation is required during the course of a school day for a Fremont special education student and additional costs are incurred by the receiving school district, Fremont shall be responsible to reimburse the receiving school district such additional costs. If the receiving school district is interested in transporting Fremont students to and from its high school, the receiving school district is encouraged to so state and include the cost of that transportation in its response to this RFP.

F) Attendance of Fremont students at the high school maintained by receiving school district shall commence on or about September 1, 2026 and shall continue for an original term of five (5) school years with the option of an additional five (5) year term by mutual agreement of the Fremont School Board and the school board of the receiving school district.

G) The Fremont School Board and the school board of the receiving school district shall meet jointly at least once every three months and at such other times as the parties deem mutually advisable. Such joint meetings shall be advisory, collaborative and informational in nature and shall not infringe on the legal authority and responsibility of either Fremont's School Board or the receiving school district's school board. Notwithstanding the foregoing, the receiving school district acknowledges Fremont's interest and stake in the educational services delivered by the receiving school district and the receiving school district's school board pledges to work with Fremont's School Board in a collaborative manner regarding all

aspects of the educational and vocational-technical services and extra-curricular opportunities afforded Fremont's students in Grades 9 through 12. The receiving school district's director of curriculum shall establish and implement a policy of integration of Fremont Ellis School Grade 8 educators with the receiving school district's Grade 9 educators for the purposes of ongoing professional and curriculum development with the goal of synchronization of curriculums.

H) Annual tuition rates shall be set by contract in accordance with a mutually agreed upon formula and known in advance of Fremont's budget approval process. Fremont will look favorably on tuition formulas utilizing an annual "not to exceed" cap. Routine costs for core special education staff and facilities at the receiving school district's high school, including paraprofessionals which are required by a student's individual education plan or Section 504 plan (but excluding one on one paraprofessionals assigned to Fremont students) shall be borne by the receiving school district as part of the receiving school district's operating expenses. Additional special education costs, such as expenses for out-of-district tuition, transportation and outside contracted related services for both in-district and out-of-district students which are over and above the receiving school district's high school programs and services and which are not included in the computation of the receiving school district's high school tuition rate, and which are required by a Fremont student's IEP or Section 504 Plan shall be the sole responsibility of Fremont. **THOSE RESPONDING TO THIS RFP ARE URGED TO BE SPECIFIC REGARDING PROJECTED REGULAR AND SPECIAL EDUCATION TUITION TO BE PAID BY FREMONT AND TO DELINEATE ANY OTHER COSTS AND EXPENSES FREMONT WOULD INCUR AS A RESULT OF SENDING ITS STUDENTS TO THE RECEIVING SCHOOL DISTRICT.**

I. The receiving school district shall refund and/or credit to Fremont a portion of any unexpended year end fund balance on an annual basis during the term of the parties agreement and any renewal thereof. The portion to be refunded and/or credited to Fremont shall be calculated in accordance with a formula agreed to by Fremont and the receiving school district.

II. **CONDITIONS OF PROPOSAL**

1. Compliance with Law

The receiving school district shall be required to comply with all applicable provisions of federal, state and local laws and regulations including any conditions imposed by the New Hampshire State Board of Education.

2. Fremont's Reservation of Rights

A) Fremont reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by Fremont in its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of Fremont to do so.

B) Negotiation, if undertaken by Fremont, is intended to result in a contract, which is deemed by Fremont, in its sole discretion, to be in Fremont's best interests. Any such negotiation will use the selected proposal as a basis to reach a final agreement.

C) Fremont reserves the right to include in the contract for services other terms and conditions not specifically set forth herein, including but not limited to terms and conditions required by the New Hampshire State Board of Education, the New Hampshire Department of Education, the voters of the Fremont School District, and additional work which may be identified subsequent to the starting date of the contract.

D) Fremont reserves the right to waive or disregard any informality, irregularity or deficiency in any bid received. Fremont reserves the right to reject any or all bids including but not limited to the low bid for any or no reason.

E) The submission of any information in response to this request is purely voluntary. Fremont assumes no financial responsibility for any costs incurred by any school district or school responding to this RFP.