

**Winchester School District and Keene School District  
Addendum to Tuition Contract**

This Agreement is made by and between the Winchester School District (“Winchester”) and the Keene School District (“Keene”), as an addendum to their Tuition Contract entered into on July 17, 2007 (“Tuition Contract”).

WHEREAS, Winchester does not operate a high school, but sends its students in grades 9-12 to Keene High School pursuant to the Tuition Contract;

WHEREAS, pursuant to the Tuition Contract, Winchester must send all of its in grades 9-12 to Keene High School, and Keene must accept and enroll all Winchester students, thereby making Keene High School the school of record/assigned school for Winchester under RSA 194:22;

WHEREAS, on February 13, 2024, Keene voted to terminate the Tuition Contract and informed Winchester of its decision by letter dated March 1, 2024; the Tuition Contract will expire at the end of the 2026-2027 school year;

WHEREAS, the Tuition Contract does not address what happens to Winchester pupils who are enrolled at Keene High School when the Tuition Contract expires; and

THEREFORE, in light of the long-standing relationship between Keene and Winchester, the Parties agree to the following Addendum to the Tuition Contract (“Addendum Agreement”) to address the future enrollment of Winchester students at Keene High School:

**Enrollment at Keene High School**

Classes of 2025, 2026 and 2027:

1. All Winchester students in the 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grades in the 2024-2025 school year (e.g., classes of 2025, 2026, 2027) shall continue to attend Keene High School until graduation under the terms of the Tuition Contract.

Class of 2028:

2. All Winchester students in the 9<sup>th</sup> grade in the 2024-2025 school year may attend Keene High School under the terms of the Tuition Contract until the end of the 2027-2028 school year. A student in this class may transfer to another high school prior to the end of the 2027-2028 school year if Winchester has secured a new anchor high school of record/assigned school maintained by Winchester in accordance with RSA 194:22.

Class of 2029:

3. Winchester students entering the 9<sup>th</sup> grade in the 2025-2026 school year (e.g., classes of 2029) may attend Keene High School under the terms of the Tuition Contract for the

2025-2026 and 2026-2027 school years, unless there is a new high school of record/assigned school maintained by Winchester in accordance with RSA 194:22 on or before October 1<sup>st</sup> of the year before such class of students would enter 9<sup>th</sup> Grade or 10<sup>th</sup> Grade.

#### Class of 2030

4. Winchester students entering the 9<sup>th</sup> grade in the 2026-2027 school year (e.g., classes of 2029) may attend Keene High School under the terms of the Tuition Contract for the 2026-2027 school year, unless there is a new high school of record/assigned school maintained by Winchester in accordance with RSA 194:22 on or before October 1<sup>st</sup> of the year before such class of students would enter 9<sup>th</sup> Grade.

5. Once Winchester obtains a new high school of record/assigned school in accordance with RSA 194:22, Keene is under no obligation to accept any additional classes of Winchester students, unless as otherwise provided by separate agreement, policy, or law.

#### **Miscellaneous**

1. On or before October 1 of each year, Winchester shall provide Keene with the census of Winchester students who will attend Keene High School the following school year and shall include those students which are part of the anticipated classes of 2028, 2029, and 2030 classes, if applicable, so that Keene may budget accordingly.

2. Upon expiration of the Tuition Contract, except as otherwise provided herein, Keene High School will no longer be the assigned school for Winchester high school age students.

3. All other terms of the Tuition Contract, including but not limited to educational programming, special education programs, general tuition, special education tuition and costs, billings, payments, reports provided, student conduct and discipline, and resolution of disputes shall remain in full force and effect until expiration of the Tuition Contract on June 30, 2027.

4. Following expiration of Tuition Contract, Keene shall bill Winchester for any student attending Keene High School and Winchester shall pay Keene for the costs of educating such student consistent with the terms of the expired Tuition Contract, and those terms are incorporated into this Addendum by reference.

In WITNESS WHEREOF, the Parties have, have caused their duly authorized representatives to execute this document.

**Winchester School District, by**

Karen L. Jurek  
Chair, School Board

7 November 2024  
Date

**Keene School District, by**

[Signature]  
Chair, School Board

Dec 10 2024  
Date

