

**WRITTEN PLAN FOR AUTHORIZED REGIONAL  
ENROLLMENT AREA FOR THE  
GOFFSTOWN AND NEW BOSTON SCHOOL DISTRICTS**

THIS AGREEMENT is entered into pursuant to RSA 195-A by the Goffstown School District (hereinafter called "Goffstown") and the New Boston School District (hereinafter called "New Boston"), each of Hillsborough County, New Hampshire.

The Goffstown and New Boston School Districts enter into this AREA agreement:  
To promote the excellence of educational experience for students from each involved district.

To provide a safe environment that promotes learning for AREA students. To provide long term security for member districts by establishing a guarantee that the sending district will send and the Goffstown District will receive students. To assure every member of the AREA schools' student bodies equal access to all educational programs and opportunities, membership rights, and responsibilities independent of their resident district.

To provide a broader range of program offerings for students than would otherwise be financially feasible for individual districts.

To share equitably the costs of education at the AREA schools among the districts involved in the agreement.

To allow for the sending district to actively participate in the evaluation and planning of programs at the AREA schools.

WITNESSETH that, in consideration of the mutual agreements contained herein, Goffstown and New Boston hereby agree to enter into an Authorized Regional Enrollment Area (AREA) Plan upon the following terms and conditions:

**1. Parties**

Mountain View Middle School (hereinafter "MVMS") and Goffstown High School (hereinafter "GHS"), both located in the Town of Goffstown, New Hampshire, shall be the AREA schools. MVMS shall be the AREA school for grades 7 and 8 and GHS shall be the AREA school for grades 9 through 12. New Boston is the sending district and Goffstown is the receiving district. Together they shall form the region that the AREA schools shall serve.

**2. Quality of Education**

A. The receiving district shall provide New England Association of Schools and Colleges (NEASC) accredited and State of New Hampshire approved schools for all public school students from the sending district in grades 7 through 12. The receiving district represents and warrants that it

will, during the term of this Agreement, provide a course of studies for grades 7 through 12 and appropriate facilities, equipment, supplies, text books, teachers and administrators so as to operate grades 7 through 12 in a manner consistent with standards as defined by the laws of the State of New Hampshire for the education of its own and sending district students, grades 7 through 12. State of New Hampshire approval, as outlined and described by the New Hampshire Department of Education shall be full approval or conditional approval. All recommendations found on NEASC reports will be discussed at the Curriculum and Education committee and sending district representatives in attendance shall report on plans to address recommendations to the sending district's Board. The sending district shall have the ability to bring up NEAS&C recommendations at C&E committee meetings if and when they feel they are not being sufficiently addressed. If at any time GHS or MVMS are placed on a warning or probationary status by NEASC and no plan for corrective action is filed within the prescribed guidelines, or within an extension granted by the accrediting agency, or, absent a prescribed timeline, within 180 days, the sending district's rental charge shall be reduced by .5%. This reduction in rental charge shall cease once the receiving School District has complied with the NEASC requirements for presenting a plan for corrective action. If the corrective action plan is not implemented in the time prescribed by NEASC or, absent a timeline set by NEASC, within 18 months from notification of warning or probationary status, the rental charge owed by the sending district shall be reduced by .5%. The rental charge will be restored to 2.5% when the warning or probationary status is lifted.

B. The receiving district shall provide to students of both the sending and receiving districts equal access to all educational and co-curricular opportunities and programs offered to the receiving district students either within or outside of the receiving district including providing the necessary means of transportation to vocational programs outside of the receiving district. In the event there is limited space in any vocational program, students shall be selected using the admissions policy of the program. Charges for vocational education and transportation are detailed under Section 3 of this Agreement.

C. The receiving district warrants that it will administer its schools to promote a safe environment for learning and that it will enforce reasonable policies that control access to its schools. The receiving district shall maintain policies and procedures that permit access to Goffstown buildings by representatives of the sending district. These policies and procedures shall not interfere with the operation of receiving schools. The receiving district shall make their policies and handbooks available to students electronically on the receiving district's website. In the event that a sending district parent has a concern about any aspect of their student's education at MVMS or GHS, that parent will have available to them the same avenues of recourse available to the parent of any of those schools' students, namely:

1. The availability of the teacher to address the concern.
2. If the above does not lead to resolution of the concern, access to a building administrator to address the concern.
3. If the above does not lead to resolution of the concern, access to the SAU superintendent or assistant superintendent to address the concern.
4. If the above does not lead to resolution of the concern, access to the receiving district School Board as final arbiter of concerns and disputes originating in Goffstown subject only to State Board of Education review as appropriate. The parent may be accompanied by a member or members of the sending

district's School Board to the meeting with the receiving district's School Board at the parent's discretion.

D. The receiving district warrants that it will provide class sizes consistent with Goffstown School District Policy IIB and regulation ED 306, as either may be amended.

### 3. Computation of Tuition Rates and Payment Due Dates

A. For the purposes of this agreement, "Average Daily Membership" (herein after "ADM") shall be defined as the aggregate full-day membership of pupils attending one of the AREA schools divided by the number of full days of instruction offered at that AREA school. "Membership" shall be defined in RSA 1 89: I -d, as amended. It is the intent of this definition that ADM shall be determined by the receiving district based on enrollment records maintained by the receiving district. ADM as defined herein is not intended to be the ADM-A data published annually by the NH Department of Education, as the date of publication historically occurs well after such data is required for calculations specified in this Agreement. End of year ADM shall be determined after the end of the fiscal year under consideration. Results of all ADM calculations, including proportion allocated to each district, shall be rounded off to the nearest 1/100.

Any students attending the AREA schools whose legal residence is in a school district or town other than Goffstown or New Boston shall be considered "non-resident" students. Except where specifically stated in this Agreement, all non-resident students shall be counted as Goffstown students and included in Goffstown's enrollment and ADM calculations. Goffstown may enter into any agreement they deem appropriate or necessary with the non-resident student's school district, parent/guardian, or sponsoring entity.

B. For each fiscal year, the total annual tuition paid by the sending district to the receiving district shall be based on the receiving district's actual revenues and expenditures applicable to the AREA schools for the fiscal year under consideration, apportioned to the sending district based on their respective proportion of end of year ADM, as set forth in Section 3-A. The tuition rate shall include per student operating costs and per student rental charge as specified herein. For each fiscal year and each AREA School, the receiving district shall calculate a Budgeted Tuition Rate in accordance with Subsection 3-D, an estimated Tuition Rate in accordance with Subsection 3-E, and a Final Tuition Rate in accordance with Subsection 3-F.

C. Beginning on July 1, 2024, tuition rates shall include a rental charge of 2.5% of the appraised value of MVMS and GI-IS buildings (including infrastructure such as mechanical and electrical systems) and sites. For the purpose of calculating a rental charge, appraisals of MVMS and GHS buildings and sites shall be performed every five years commencing in 2017. Such appraisals shall be conducted by a New Hampshire state certified general real estate appraiser who shall prepare a written Appraisal Report as defined in RSA 310-B:2 (II) as amended. In order for the results of an updated appraisal to be in effect and included in the tuition calculations of this section for a particular fiscal year, the receiving district must provide copies of the certified appraisal report to the sending district on or before November 1 preceding the fiscal year under consideration. An appraisal may be performed more often if major changes occur to the value of any of the buildings or infrastructure.

Such appraisals shall be authorized by the receiving district which shall assume all costs of said appraisals as an operating expense of the AREA schools.

D. Budgeted Tuition Rates for MVMS and GHS shall be calculated in accordance with Appendix A. 1 for the purpose of allowing each district to prepare and approve budgets prior to the start of the fiscal year. Operating costs (Appendix A. 1, part 1) shall be based on the receiving district's proposed budget for the fiscal year under consideration, and shall be divided by total Grade 5-8 MVMS enrollment and total Grade 9-12 GHS enrollment on October 1 preceding the fiscal year under consideration to establish the Budgeted Tuition Rate Per Student Before Rental Charge. Rental charge (Appendix A. 1, part 2) shall be based on the certified appraisal in effect per Section 3-C and shall be divided by total Grade 5-8 MVMS enrollment and Grade 9-12 GHS enrollment on October 1 preceding the fiscal year under consideration to establish the Budgeted Rental Charge Rate Per Student. The Budgeted Tuition Rate Per Student shall be the sum of the budgeted Tuition Rate Per Student Before Rental Charge and the Budgeted Rental Charge Rate Per Student.

Budgeted Tuition Rates along with completed Appendix A.1 shall be provided to the sending district by November 15 preceding the fiscal year under consideration. It shall be the responsibility of the sending district to estimate the number of students projected to attend MVMS and GHS from their respective districts and calculate the total tuition cost to be included in their respective budgets based on the Budgeted Tuition Rates.

E. Estimated Annual Tuition Rates shall be calculated in accordance with Appendix A.2 for the purpose of enabling the sending district to make periodic estimated payments to the receiving district during the fiscal year under consideration. Operating costs (Appendix A.2, part 1) shall be based on the receiving district budget approved by the receiving district voters for the fiscal year under consideration, and shall be divided by total number of students enrolled in Grades 5-8 at MVMS and in Grades 9-12 at GHS on October 1 of the fiscal year under consideration to establish the Estimated Annual Tuition Rate Per Student Before Rental Charge. Rental charge (Appendix A.2, part 2) shall be based on the certified appraisal in effect per Section 3-C and shall be divided by total number of students enrolled in Grades 5-8 at MVMS and in Grades 9-12 at GHS on October 1 of the fiscal year under consideration to establish the Estimated Annual Rental Charge Rate Per Student. The Estimated Annual Tuition Rate Per Student shall be the sum of the Estimated Annual Tuition Rate Per Student Before Rental Charge and the Estimated Annual Rental Charge Rate Per Student. Estimated Annual Tuition Rates shall be provided to the sending district in the form of a completed Appendix A.2 by October 15 of the fiscal year under consideration.

The receiving district shall submit invoices to the sending district for estimated tuition payments, and payments shall be due from the sending district, three times during the fiscal year in accordance with the Table 3.1. Each invoice shall include a roster of student enrollment as of the date indicated in Table 3.1. Roster shall include student name sorted by grade level, street address and town of residence, and entry and/or exit date of enrollment for students enrolled for only a portion of the year. For the purpose of calculating invoice amounts to adjust for variations in student enrollment, the receiving district may establish an Estimated Daily Tuition Rate by dividing the Estimated Annual Tuition Rate by the number of days of instruction anticipated for the school year under consideration.

TABLE 3.1 - ESTIMATED TUITION DATES			
	Invoice No. 1	Invoice No. 2	Invoice No. 3
Enrollment Roster Date:	October 1	February 1	May 1
Invoice Date:	October 15	February 15	May 15
Payment Due Date:	November 15	March 15	June 15

The amount for Invoice No. 1 shall include one third of the Estimated Annual Tuition Rate Per Student multiplied by the number of each sending district students enrolled at the particular AREA School on October 1 of the fiscal year under consideration. The invoice amount shall also include an adjustment for each student who was not enrolled for the entire period from the first day of school up through October 1. Such students shall be identified and adjustments itemized on the invoice.

The amount for Invoice No. 2 shall include one third of the Estimated Annual Tuition Rate Per Student multiplied by the number of the sending district's students enrolled at the particular AREA School on February 1 of the fiscal year under consideration. The invoice amount shall also include an adjustment for each student who was not enrolled for the entire period from October 1 up through February 1. Such students shall be identified and adjustments itemized on the invoice.

For Invoice No. 3, a Revised Estimated Annual Tuition Rate shall be calculated for MVMS and GHS in accordance with Appendix A.2 but using projected end of fiscal year revenues and expenses divided by projected end of year ADM. Estimated rental charge rates shall also be recalculated using projected end of year ADM. The purpose of these revised rates is to incorporate adjustments to Invoice No. 3 such that the total amounts paid in Invoices No. 1 through No. 3 will closely match the anticipated total annual tuition charges defined in Section 3-F.

The amount for Invoice No. 3 shall include one third of the Estimated Annual Tuition Rate Per Student multiplied by the number of the sending district's students enrolled at the particular AREA School on May 1 of the fiscal year under consideration. The invoice amount shall include an adjustment for each student who was not enrolled for the entire period from February 1 up through May 1. Such students shall be identified and adjustments itemized on the invoice. The invoice amount shall also include an adjustment for the difference between the Estimated Annual Tuition Rate and the Revised Estimated Annual Tuition Rate at MVMS and GHS multiplied by the projected end of year ADM at each school.

F. Final Tuition Rates shall be calculated in accordance with Appendix A.3 for the purpose of determining the total annual tuition charges for the sending district for the fiscal year under consideration. Operating costs (Appendix A.3, part 1) shall be based upon actual receiving district's revenues and expenditures as reported in the Department of Education-Form DOE 25 for that fiscal year, and shall be divided by end of year Grade 5-8 ADM at MVMS and end of year Grade

9-12 ADM at GHS for the fiscal year under consideration to establish the Final Tuition Rate per Student Before Rental Charge. Rental charge (Appendix A.3, part 2) shall be based on the certified appraisal in effect per Section 3-C and shall be divided by end of year Grade 5-8 ADM at MVMS and end of year Grade 9-12 ADM at GHS for the fiscal year under consideration to establish Final Rental Charge Rate Per Student. The Final Tuition Rate Per Student shall be the sum of the Final Tuition Rate Per Student Before Rental Charge and the Final Rental Charge Rate Per Student.

The total annual tuition charged to the sending district for MVMS shall be the MVMS Final Tuition Rate multiplied by the sending district's respective proportion of MVMS ADM for the fiscal year. The total annual tuition charged to the sending district for GHS shall be the GHS Final Tuition Rate multiplied by the sending district's respective proportion of GHS ADM for the fiscal year. However, the sending district shall pay a total annual tuition charge that shall not be less than 90% of the sum of the amount calculated by multiplying the MVMS Final Tuition Rate by the number of their sending district's students enrolled at MVMS on October 1 and the amount calculated by multiplying the GHS Final Tuition Rate by the number of their sending district's students enrolled at GHS on October 1, for the fiscal year under consideration.

The total annual tuition charged to the sending district based on Final Tuition Rates shall be compared to the sum of all previous estimated tuition payments made by that sending district for the fiscal year under consideration. Any accounting adjustments required to balance payments with total annual tuition charges, along with completed Appendix A.3, shall be applied to and separately stated on the October 15 invoice in the following fiscal year.

G. The receiving district shall provide the sending district upon request with monthly reports of new enrollments and withdrawals, including the names of the students and the dates of their enrollment or withdrawal.

H. The sending district shall have the opportunity, at its own expense, without unreasonable burden placed on the receiving district, to audit the provisions of this Agreement relating to tuition calculations and operating costs included in the tuition calculations.

I. Home Schooling: Tuition charges for home schooled students from the sending district attending classes part time shall be one-sixth (1/6) of the daily tuition rate as calculated for the May 15 billing (see Appendix A.2) for each class period multiplied times the number of days the student is enrolled.

J. Exchange Students: Consistent with current Policy JFABB "Foreign Exchange Students," exchange students from the sending district have the opportunity to be placed in the AREA schools without additional charge to the sending district, as long as the total number of exchange students allowed by receiving district policies, and as may be amended, is not exceeded. Both districts shall have equal access to exchange student positions. In the event that the receiving district should waive this policy and accept additional exchange students from the sending district, the student's tuition expense shall be paid by the sending district at the full rate of tuition for that school. The sending district shall be notified and pre-approve this waiver.

K. Transportation- Transportation of students from the sending district, to and from the AREA schools, shall be the responsibility of the sending district at their sole expense and conform to state law. The sending district shall develop policies in consultation with the transportation contractor governing the conduct of the students of the sending district while being transported to and from the AREA schools. All students will comply with all receiving district transportation policies which the receiving district will make available to students electronically on the receiving district website.

#### 4. Special Education

Special Education costs shall be calculated as follows:

A. Special Education costs of students who attend out-of-AREA schools shall be the responsibility of the students' respective school district. Such children shall not be included in the Average Daily Membership (ADM) used to determine per-student tuition costs under Section 3 of this agreement. Such children shall not be included when determining the per-student charges under Section 4 of this agreement. The respective school district shall pay those out-of-AREA schools directly.

Tuition charges for students with an Individual Education Plan (IEP) from the sending district attending classes part time shall be one-sixth (1/6) of the daily tuition rate as calculated for the May 15 billing (See Appendix A.2) for each class period multiplied times the number of days the student is enrolled.

B. Special Education services provided by the receiving district and intended to serve the general special education population within the AREA schools shall be provided to sending district students without additional charge to the sending district. Such services may include psychological, speech/language, occupational therapy, physical therapy, and other related services not dedicated solely to a specific student per Sections 4-C and 4-D. The costs of said services shall be included in operating costs as set forth in Appendices A. 1, A.2 and A.3 and, therefore, will be shared by all districts based on percentage of ADM as set forth in Section 3 above.

Extended School Year services provided by the receiving district and intended to service the general special education population within the AREA schools are included within tuition costs and shall be provided without additional charge to the sending district.

C. Districts with students in Goffstown special education programs whose IEPs require more intensive instruction and support delivered in school and community settings, such as the GHS Life Skills Transition Program, will be assessed an additional charge for each participating student to reflect additional costs for staffing, expenses and resources (e.g. teacher, related service provider, community support provider, transportation, background checks, etc.) used exclusively in the program. This additional charge shall be based on the proportionate share of the student's utilization of the program, and shall be in addition to the regular tuition calculated in Section 3. To calculate the additional charge, the total additional costs attributed to the program shall be divided by the sum of the total number of class periods for all students enrolled in the program to establish a per class period rate. The additional charge per student shall be the per class period rate multiplied by the number of class periods for which the student was enrolled in the program. The sending district shall

be billed separately at the end of each semester for their students who access such receiving district programs. Charges for students from the receiving district who access this program shall be paid for by the receiving district and shall not be included in operating costs as set forth in Appendices A.1, A.2 and A.3.

D. For any sending or receiving district student whose Individual Education Plan (IEP) requires the full time exclusive dedicated services of paraeducator personnel, or a teacher, nurse, consultant, specialist, etc., and/or a student who requires specialized equipment used exclusively for that student, the student's school district shall be responsible for the actual costs of these individual services and equipment, and these actual costs shall be billed directly to the sending district.

For any sending or receiving district student who requires evaluations, consultations, legal proceedings, or services not provided by the receiving district and not intended to serve the general special education student population of the AREA schools, the student's school district shall be responsible for the actual costs of these individual services. Any such costs attributable to the sending district shall be billed to the sending district twice each fiscal year at the close of each school year semester. Any such costs attributable to individual sending or receiving district students shall not be included in calculations to derive tuition rates.

The cost for full-time exclusive dedicated paraeducator personnel (one-to-one aides) billed to the sending district shall be based on the average cost for all such classified receiving district employees in the AREA schools rather than the actual cost for the particular employee or employees assigned to sending district students. Any equipment purchased by or billed to the sending district for the exclusive use of an individual special education student shall become the property of the sending district.

All individual services outlined in this paragraph will have prior authorization of the sending district's Local Education Agency (LEA).

If a student who requires such full-time services is also enrolled in a program as described in section 4-C above, and if the student's full-time support then eliminates the need for support from any part of the program's staff, the per class program cost for that student will be proportionately reduced. The student's per class period program charge would then be reduced by an amount that reflects the actual cost of the program's paraeducator.

E. Prior to the meetings, the receiving district will provide the Special Education Administrator of the sending district notification of all special education meetings concerning students from the sending district. The receiving district shall contact the sending district's Special Education Administrator to coordinate the scheduling of Special Education meetings to afford the Special Education Administrator of the sending district the opportunity to attend. All Special Education services for sending district students shall be approved by the sending district or a designated agent thereof.



## 5. State Aid

Except as otherwise expressly provided by law, and in amounts as may be calculated by the State, state aid shall be credited as follows:

- A. Adequacy Grants, state aid that the school district receives on a per pupil determination, for providing the opportunity for an adequate education, for grade 7 through 12 students shall be credited to the respective school district in which each student legally resides.
- B. State Building Aid shall be credited to the school district or districts that incur the direct cost of qualifying expenditures.
- C. All other state aid shall be credited to the district incurring the expenditure qualifying for such aid.

## 6. Curriculum

The receiving district shall be responsible for the development of and improvement or modifications to the curriculum for MVMS and GHS. The parties to this Agreement recognize that curriculum changes may impact the per student operating costs.

## 7. Transitional Programs

The receiving district will provide transitional programs to the sending district's incoming 7<sup>th</sup> and 9<sup>th</sup> graders. These programs will provide the sending district students and parents a clear vision of curriculum, student assistance, guidance, athletic and extracurricular activities available. These programs will include (but not limited to) the following:

6<sup>th</sup> to 7<sup>th</sup> grade transition:

1. A 'Step-Up Day' where 6<sup>th</sup> graders visit MVMS
2. A 'Step-Up Night' for parents to visit MVMS
3. MVMS students and guidance counselor or administrator visit sending district 6<sup>th</sup> grade classes
4. Special Education transition meetings held at MVMS with parents, and also students, as needs dictate
5. A 'Principal Roundtable' will be held at the sending district to afford parents the opportunity to hear from the principal and ask questions
6. A facility open house, to be held late in the summer for students to tour the school
7. 'First Day of School' activities for parents
8. 'Open House Night' early in the fall semester, where individual teachers will present plans for the coming year

8<sup>th</sup> to 9<sup>th</sup> grade transition

1. A 'Step-Up Day' where 8<sup>th</sup> graders visit GHS
2. A 'Step-Up Night' for parents to visit GHS

3. Special Education transition meetings held at GHS with parents of 8<sup>th</sup> graders
4. GHS guidance counselors meet with 8<sup>th</sup> grade teachers to review information needed to assist with course selection and placement
5. A guidance counselor will be available in the summer months to assist parents and students on an as-needed bases
6. Open House Night' early in the fall semester, where individual teachers will present plans for the coming year.

Notwithstanding the foregoing, should circumstances occur which make the foregoing inexpedient, the AREA districts will work collaboratively to adapt the transitional program(s) as needed, and as circumstances reasonably allow.

#### 8. Joint AREA Board Meeting

A joint AREA Board meeting of both school boards of this AREA agreement shall be held annually in June. The purpose of the meeting shall be limited to discussion and/or clarification of matters pertaining to this agreement. All school board members from both boards of this agreement are expected to attend and participate in these meetings. These meetings will not be considered SAU Board meetings and are not intended to be AREA School Plan Review Board meetings pursuant to RSA 195-A: 14. Either AREA School Board that is a member of this Agreement may call one additional meeting each fiscal year, up to a maximum of three joint meetings per year.

The school boards recognize that because a quorum of each individual school board will be present during these joint meetings, each school board shall post notice of the joint meeting consistent with the provisions of RSA 91 -A and shall otherwise comply with all other provisions of RSA 91 -A.

#### 9. Joint Resources

The Districts have an interest, where practicable, in the shared utilization of resources, such as Facilities, Food Service, technology services, and Student Information System Administration. It is the intent of the parties to maximize the efficiency of any such operations to reduce total cost with a fair allocation of expense for the relevant service paid by the respective districts.

#### 10. School Board Communication, Participation and Representation

The sending district School Board is invited to participate on all standing sub committees of the receiving district School Board. The sending district will have one vote on each standing sub-committee to which they send a School Board member. The receiving district will notify the sending district of committees or subcommittees formed during this contract that are not long-standing committees. School Board members of the sending district may participate on other committees and subcommittees when such committees or sub-committees are considering matters concerning MVMS and/or GHS.

The Chair of the receiving district School Board shall recognize the sending district residents in the same manner the receiving district residents are acknowledged during the public comment portion of receiving district School Board meetings. The Chair of the receiving district School Board shall recognize sending district residents in the same manner receiving district residents are acknowledged during the public portion of receiving district School Board meetings.

#### 11. School Board Notices

The receiving district shall make all agendas of receiving district School Board meetings and receiving district School Board committee meetings available to the sending district School Board electronically on the receiving district's website.

#### 12. Documentation/Reports

The receiving district and the sending district shall have access to educational records and other data for legitimate educational purposes for students residing within their districts, all in accordance with the Federal Family Educational Rights and Privacy Act (FERPA), also known as the Buckley Amendment, Public Law 93-380 (20 U.S.C §1232g). Both districts shall have access to educational records, with no identification of individual students, for the purpose of conducting evaluations of school programs. The following categories of reports/records, to the extent the reports, records and other data are readily available in the described form, shall be provided by the receiving district to the sending School Board at the sending district's request:

1. academic achievement
2. student demographics
3. class size
4. at-risk students
5. other student related reports, records or data necessary to evaluate school programs.

Other student educational reports/records and data, to the extent readily available in the requested form, shall be made available to the sending district School Board within 30 days of the receipt by the receiving district of the request for such records/reports/data from the sending district.

At the sending district's request, the receiving district shall provide the sending district a quarterly report that indicates the number of school board level grievances concerning teachers of grades 7 through 12 during that quarter.

The receiving district shall provide to the sending district access to records to permit accurate accounting of tuition rates for students from the sending district. Such records will include costs attributable to the AREA schools and costs attributable to the other schools that comprise the receiving district.

### **13. Non-AREA Schools**

Each school district has the authority to adopt the provisions of RSA 194-B. Except as otherwise expressly provided by law, or as mutually agreed upon by the sending and receiving School Board, each district's respective students covered by this agreement and includable in the average daily membership in residence, defined in RSA 189: I-d (IV), shall attend the AREA schools pursuant to this agreement.

### **14. Outdated AREA Agreements**

On the effective date of this Agreement, any former AREA agreements between the sending and receiving districts shall become void.

### **15. Withdrawal**

Any amendment to or withdrawals from this Agreement shall be made only in accordance with RSA 195-A:14 as amended. In the event of withdrawal, sending district students attending and enrolled at GHS at the time of the withdrawal shall, at the sending district's request and authorization, be permitted to graduate from GHS.

The sending district shall endeavor to identify the students who choose to continue their high school education at GHS after withdrawal from this agreement, and shall provide a roster of such students to the receiving district by October 1 of the year prior to the beginning of the first school year after withdrawal. For the year of attendance, the sending district shall pay a per student tuition rate calculated and paid as described in the AREA agreement in force at the time of attendance. If no AREA agreement is in force at the time of attendance, the tuition shall be calculated using the same calculation method used in the AREA agreement in force at the time of withdrawal.

### **16. Termination and/or Expiration of Contract**

In the event of termination of this Agreement for any reason other than withdrawal pursuant to RSA 195-A:14, and/or expiration of this Agreement, sending district students attending and enrolled at GHS at the time of termination and/or expiration shall, at the sending district's request and authorization, be permitted to graduate from GHS. The sending district shall endeavor to identify the students who choose to continue their high school education at GHS after termination and/or expiration of this agreement, and shall provide a roster of such students to the receiving district by October 1 of the year prior to the beginning of the first school year after termination and/or expiration. For the year of attendance, the sending district shall pay a per student tuition rate calculated and paid as described in the AREA agreement in force at the time of attendance. If no AREA agreement is in force at the time of attendance, the tuition shall be calculated using the same calculation method used in the AREA agreement in force at the time of termination and/or expiration.

Furthermore, in the event of termination of this Agreement for any reason other than withdrawal pursuant to RSA 195-A:14, the sending district shall remain liable to the receiving district for principal and interest charges, for the length of any outstanding bond issue or other financial instrument obligations approved during the term of this Agreement. In calculating the amount of any outstanding bond or financing obligations owed to the receiving district, the sending district shall be liable only for a percentage of the remaining obligations. The percentage of amounts owed for the remainder of any financing obligation shall be based on a percentage of the sending district's ADM count compared to the overall student ADM count (on the date of the sending district's departure) of the school in which there is an outstanding financial obligation. Example: If in the year of the sending district's departure from the AREA, the sending district's students ADM count in that school represents 20% of the total school ADM count, the sending district shall be liable for 20% of the remaining principal and interest charges until said obligation is fully satisfied.

**17. Agreement Approval**

This Agreement shall take effect on July 1, 2024, subject to approval of this Agreement as provided in RSA 195-A: 3 as amended.

**18. Dispute Resolution**

In the event of a dispute concerning the terms of this Agreement which cannot be resolved after a good faith attempt by the parties, the dispute shall be referred to the New Hampshire Board of Education for a decision in accordance with Administrative Rule Ed 200, which decision may be appealed to a court of competent jurisdiction.

**19. Amendments**

This plan may be amended by mutual agreement of the two communities, at any time as permitted by state law.

**20. Term**

The date of operating responsibility shall be July 1, 2024. The term of this Agreement shall be 10 years.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

[SIGNATURES]

APPENDIX A  
[TO BE ADDED]

FINAL DRAFT

CLASS SIZE/INSTRUCTIONAL GROUPS

Board policy is to have heterogeneous classes, where appropriate.

In order to effectively achieve individualized programming and learning, it is anticipated that grouping arrangements must be kept flexible. Thus, class groups will generally not be established on a permanent basis.

Age or grade differences should not constitute a barrier to groups. Rather, the basic criteria for class assignment should be the learning (goals and objectives) being addressed and the students' ability to achieve those purposes. Students should be grouped so that each benefits to a greater extent than would otherwise be possible, with provision for altering the grouping as often as necessary to fit the specific purpose involved.

The Superintendent is directed to develop the appropriate regulations to implement this policy.

The Board directs the Superintendent to work with Principals in attempting to establish a reasonable and equitable class enrollment for each teacher.

The Board understands that achieving this goal is dependent upon the financial ability of the district. In determining the size of various classes, the administration will consider the following factors:

The type of load which will help the teacher be most effective with the children in the class.

The experience of the teacher and his/her familiarity with district programs and policies.

Required preparation and correction time for the particular class.

The square footage of the classroom. Efforts will be made to conform to state standards.

The School Board will attempt to keep class sizes within the recommendations of the SAU 19 class size study committee. Those guidelines are:

K-readiness through grade 2, from 16 to 22 students per class.

Grades 3-6, from 19 to 24 students per class.

Grades 7 through 12, from 20 to 28 students per class.

Regular instruction not to exceed 28 students per class

Laboratory instruction not to exceed 22 students per class

Minimum regular class size 12 to 15

Minimum laboratory size 8-12

Special education classes are to be in accord with State Department of Education Regulations and Guidelines.

Legal Reference:

NH Code of Administrative Rules Section Ed. 306.17, Class Size

Proposed: 08/28/00

Adopted: 10/02/00

FINAL DRAFT